

100. ESTATE with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident or appertaining, including all built-in stoves and refrigerators, but the same including all floor and electrical fixtures, wall-to-wall carpeting, tones and rates, and any other equipment or fixtures now or hereafter attached thereto or fixed in any manner, it being the intention of the parties hereto that all such fixtures and equipment, other than the building, be considered a part of the realty.

TO HAVE AND TO HOLD all and singular the said premises unto the Mortgagor, its successors and assigns forever.

The Mortgagor represents and warrants that said Mortgagor is seized of the above described premises in fee simple absolute, that the above described premises are free and clear of all liens or other encumbrances, that the Mortgagor will have the power to convey or encumber the same, and that the Mortgagor will forever defend the said premises unto the Mortgagor, its successors and assigns from and against the Mortgagor and every person who may ever lawfully claim right to claim the same, upon payment of the sum

THE MORTGAGOR COVENANTS AND AGREES AS FOLLOWS:

- That the Mortgagor will promptly pay the principal and interest on the indebtedness evidenced by such promissory note at the times and in the manner therein provided.
 - That this mortgage will secure the Mortgagor for any additional sums which may be advanced thereafter, at the option of the Mortgagor, for the payment of taxes, or public assessments, hazard insurance premiums, expenses, other costs, or property placed out to the protection of this mortgage and also for any loans or advances that may be made by mortgagor to the Mortgagor under the authority of Sec. 15-55, 1962 Code of Laws of South Carolina, as amended or similar statutes, and all sums so advanced shall bear interest at the same rate or rates as that provided in said note unless otherwise agreed upon by the parties, and shall be payable at the demand of the Mortgagor, unless otherwise provided in writing.
 - That Mortgagor will keep the improvements on the mortgaged premises, whether now existing or hereafter to be erected, insured against loss by fire, windstorm and other hazards in a sum not less than the balance due thereon, at any time, by one or more companies acceptable to the Mortgagor, and Mortgagor does hereby assign the policy or policies of insurance to the Mortgagor and agrees that all such policies shall be held by the Mortgagor, should it so require, and shall not be less than \$100,000.00 in case of the Mortgagor, and in the event of loss, Mortgagor will give immediate notice thereof to the Mortgagor by registered mail, and shall the Mortgagor at any time fail to keep said premises insured or fail to pay the premiums for such insurance, then the Mortgagor may cause such improvements to be insured in the name of the Mortgagor and paid for itself for the cost of such insurance, with interest at the rates provided.
 - That the Mortgagor will keep all improvements upon the mortgaged premises in good repair, and should the Mortgagor fail to do so, the Mortgagor shall, at its option, enter upon said premises and make whatever repairs are necessary and charge the expenses for such repairs to the mortgage debt and collect the same under this mortgage with interest as hereinabove provided.
 - That the Mortgagor may at any time require the receiver and collector of taxes to pay the taxes or rents of property of Mortgagor under the authority herein given to him to pay the same, or shall, with the Mortgagor, as trustee, and if the premises are not otherwise paid, the Mortgagor may pay said premises and any amount so paid shall be deducted at the rate of 5%.
 - That Mortgagor agrees to pay all taxes and other public assessments levied upon the mortgaged premises or on land or the buildings thereon, and to collect the same, and pay them to the Association, upon payment, and should the Mortgagor fail to pay such taxes and assessments when the same shall fall due, the Mortgagor may, at its option, pay the same and charge the amounts so paid to the mortgage debt and collect the same under this mortgage with interest as herein provided.
 - That this mortgage is to be a construction loan, the Mortgagor agrees that the principal amount of the indebtedness herein secured by this mortgage to the Mortgagor, generally, shall not exceed the amount of the original loan, plus interest, with the terms and conditions of a Construction Loan Agreement which is separately executed by the parties to this mortgage and incorporated herein by reference.
 - That if the Mortgagor shall make a transfer of the property covered by this mortgage to another, the indebtedness herein secured by this mortgage to the Mortgagor, shall be paid over to the transferee, and the indebtedness herein secured to be transferred, shall be paid over to the transferee, and the percentage of ownership shall be determined as follows:
 - If the Mortgagor shall make a transfer of the property covered by this mortgage to another, the indebtedness herein secured by this mortgage to the Mortgagor, shall be paid over to the transferee, and the indebtedness herein secured to be transferred, shall be paid over to the transferee, and the percentage of ownership shall be determined as follows: - That should the Mortgagor leave the mortgaged premises for a period of 30 days, the Mortgagor shall be required to file with the Association an application for a certificate of the value of the property, and as required by the Association, the possessing the certificate of the Association, the Mortgagor may, at his option, pay the amount of the principal balance due on the mortgage debt, less the amount of the certificate of the Association, and have the excess, if any, paid back to him, provided that the certificate of the Association is not less than 90% of the total loan balance to the maximum rate per annum specified in the original mortgage, or the new interest rate as may be determined by the Association. The Association will notify the Mortgagor of the principal balance, the interest rate and monthly payments, and will add the new principal, \$1,125.00. Mortgagor may, at his option, pay the same with the provisions of the written paragraph, the Mortgagor, at its option, may apply the unpaid balance to the monthly principal and payable and may institute any proceeding to secure the right of redemption.
 - That should the Mortgagor fail to make payments of principal or interest, for any period of time, and the same shall be unpaid for a period of thirty days, or longer, the same shall be paid over to the Association, with all costs by law or by laws of the chapter of the Mortgagor, or any stipulations set forth in the note, or the Mortgagor, at his option, may write to the Mortgagor at his last known address giving him thirty days to have it written to the Association, of the Mortgagor's failure to timely and default within the said thirty days, the Mortgagor, may, at his option, file a complaint in the circuit court of the county wherein the loan or a lesser sum to the amount of the principal unpaid, and to sue for damages, in accordance with the South Carolina law, or a lesser interest rate as may be determined by the Association. The monthly payments shall be deducted monthly.
 - That should the Mortgagor fail to make payments of principal or interest, for any period of time, and should any monthly installment be one past due for a period of more than 15 days, the Mortgagor may deduct a late charge, not to exceed an amount equal to five (5%) percentum of any such past due installment, in order to cover the extra expense incident to the handling of such delinquent payments.
 - That the Mortgagor hereby agrees to the Mortgagor, its successors and assigns, all the rents, issues, and profits arising from the mortgaged premises, retaining the right to collect the same so long as the debt herein secured is not in arrears of payment. In case of any part of the principal indebtedness or interest, taxes or other assessments, to be past due, and unpaid, the Mortgagor may without notice or further process, take over the mortgaged premises, if they shall be so good for a tenement or tenents, and collect such rents and profits and apply the same to the indebtedness herein secured, without liability to account for anything exceeding the rents and profits actually collected, less the cost of collection, and no action in general superscript to Mortgagor, to make all rental payments direct to the Mortgagor, without liability to the Mortgagor, and no action in the event of the Mortgagor, and should said premises at the time of such default be occupied by the Mortgagor, the Mortgagor may apply to the Judge of the County Court or to any Judge of the Court of Common Pleas who shall be requested to issue an order in the county, directing for the appointment of a receiver with authority to take possession of said premises, and collect such rents and profits, applying said rents, after paying the cost of collection, to the mortgage debt, without liability to account for anything more than the rents and profits actually collected.
 - That the Mortgagor, at its option, may require the Mortgagor to pay to the Mortgagor, on the first day of each month until the note secured hereby is fully paid, the following sum in addition to the payments of principal and interest provided in said note, a sum equal to the premium that will not become due and payable on policy of mortgage insurance, if applicable, fire and other hazard insurance covering the mortgaged property, plus taxes and assessments, not due on the mortgaged premises, all as estimated by the Mortgagor, less all sums already paid therefor, divided by the number of months to elapse before one month prior to the date when such premium, taxes and assessments will be due and payable, such sum to be held by Mortgagor to pay said premium, taxes and special assessments. Should these payments exceed the amount of payments actually made by the Mortgagor for taxes, assessments or insurance premium, the excess may be credited by the Mortgagor on subsequent payments to be made by the Mortgagor, if, however, said sum shall be insufficient to make said payments when the same shall become due and payable, the Mortgagor shall pay to the Mortgagor any amounts necessary to make up the deficiency. The Mortgagor further agrees that at the end of ten years from the date hereof, Mortgagor may, at its option, apply for renewal of mortgage or note or similar instrument, if applicable, covering the balance then remaining due on the mortgage debt, and the Mortgagor may, at its option, pay the single premium required for the remaining years of the term of the Mortgage, may pay such premium and add the same to the mortgage debt, in which event the Mortgagor shall repay to Mortgagor such premium payment, with interest, at the rate specified in said premium note, in equal monthly installments over the remaining payment period.