

10.4. If withdrawn under the rights hereinabove granted, the amount so withdrawn was incident or appertaining to the following different items and not part of the principal sum due on the mortgage debt, the same shall be applied to the principal sum due on the mortgage debt in the following order of the parties hereto that the largest sum in each class shall be applied first to the next:

TO HAVE AND TO HOLD all and singular the said premises unto the Mortgagor to have and to hold.

The Mortgagor represents and warrants that said Mortgagor is not the holder of any other title or interest in the above described premises, free and clear from all liens and other encumbrances, that the Mortgagor has no right to sell or convey the same, and that the Mortgagor will never, by any means, sell or convey the Mortgaged premises to any person whatsoever, but only to the Mortgagor's heirs, executors, administrators, trustee and agent, the Mortgagor and every person who succeeds him in title to the above described premises.

THE MORTGAGOR COVENANTS AND AGREES AS FOLLOWS:

1. That the Mortgagor will promptly pay the principal and interest on the indebtedness due and payable hereunder at the time and in the manner therein provided.
2. That this mortgagor will secure the Mortgagor for any additional sums which may become due and owing at the outset of the Mortgagor for the payment of taxes or public assessments levied and imposed upon the above described premises pursuant to the provisions of this mortgage and also for any losses or damages that may be sustained by the Mortgagor to the Mortgagor under the authority of Sec. 45-35, 1962 Code of Laws of South Carolina, as now exists or as it may hereafter be amended, and shall bear interest at the same rate or rates as that provided in said note unless otherwise agreed upon by the parties hereto or if no provision is made at the demand of the Mortgagor, unless otherwise provided in writing.
3. That Mortgagor will keep the improvements on the mortgaged premises, whether now existing or hereafter to be erected, insured against loss by fire, windstorms and other hazards in a sum not less than the balance due thereon, and to pay all taxes or expenses acceptable to the Mortgagor, and Mortgagor does hereby, upon the advice of counsel, agree that Mortgagor and others that shall be held by the Mortgagor, shall not sue for or collect any amount due on the Mortgagor, and in the event of loss, Mortgagor will have a right of action against the Mortgagor for the amount of such loss. If the Mortgagor fails to keep said premises in and/or fail to pay the principal and interest due on the above described premises, the Mortgagor may cause such improvements to be secured in the name of the Mortgagor and such costs shall be the cost of collection, and with interest as aforesaid are provided.
4. That the Mortgagor will keep all improvements upon the mortgaged premises in good repair and that if Mortgagor fail to do so the Mortgagor may, at its option, after giving notice and cause, deduct the expenses for such repairs to the mortgaged premises from the mortgaged debt and collect the same under this mortgage with interest as hereinabove provided.
5. That the Mortgagor, at any time prior to the issuance and delivery of a certificate upon the date of any payment alleged under the indebtedness secured hereby, or a sum sufficient to pay the amount due, with the Mortgagor, to the holder of the premises, and otherwise, paid the Mortgagor, and pay said premium and sum so paid, shall be a part of the mortgage debt.
6. That Mortgagor agrees to pay all taxes and other public assessments levied against the mortgaged premises or on before the issuance thereof, and to hold the recipient of the same, or the Mortgagor, indemnified 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 mortgaged debt and, subject to the same, enter the same in the account as aforesaid.
7. That if this mortgage secures a "Construction Loan", the Mortgagor agrees that the principal amount of the indebtedness hereby secured shall be disbursed to the Mortgagor in periodic payments according to the progress and milestones, with the terms and conditions of a Construction Loan Agreement which is separately executed but is made a part of this mortgage and incorporated herein by reference.
8. That the Mortgagor will not further encumber the property covered by this mortgage without the written consent of the Mortgagor, and should the Mortgagor do so, the Mortgagor may, at its option, release the indebtedness hereby secured to be immediately foreclosed by the holder of the mortgage and proceedings so taken to collect said indebtedness.
9. That should the Mortgagor fail to make payments by Contract of Sale, Bill of Sale or Deed of Covenants, and the holder of mortgage, holder of lease or holder of all the Mortgagor's fixtures, shall be required to file with the Association an application for an assessment on the mortgaged indebtedness, pay the same, or the cost as required by the Association for processing the assessment, furnish the Association with a copy of the Contract of Sale, Bill of Sale or Deed of Covenants, and have the interest rate on the loan balance existing at the time of the default, and by increasing the interest rate on the loan balance due to the maximum rate per annum permitted to be charged at that time by applicable State and Federal law, or a lesser increase in interest rate as may be determined by the Association. The Association will notify the Mortgagor of the new interest rate and monthly payments, and will mail to the new principal Sec. 11 of the Mortgagor for their signature, and upon and the provisions of the within paragraph, the Mortgagor, at its option, may reduce the indebtedness hereby secured to be immediately due and payable and may institute any proceedings necessary to collect said indebtedness.
10. That should the Mortgagor fail to make payments of principal and interest as due on the principal sum due and the same shall be unpaid for a period of thirty (30) days or if there should be any failure to comply with and satisfy any law or laws or the charter of the Mortgagor, or any stipulations set out in this mortgage, the Mortgagor, at its option, may write to the Mortgagor at his last known address enclosing him thirty (30) days in which to rectify the said defect, and should the Mortgagor fail to rectify said defect within the said thirty days, the Mortgagor may, at its option, increase the interest rate on the loan balance for the remaining term of the loan or for a lesser term to the maximum rate per annum permitted to be charged at that time by applicable South Carolina Law, or a lesser increase rate as may be determined by the Association. The monthly payments will be adjusted accordingly.
11. That should the Mortgagor fail to make payments of principal and interest as due on the principal sum due and should any monthly installment become past due for a period in excess of 15 days, the Mortgagor may collect a "late charge" not to exceed an amount equal to five (5%) per centum of any such past due installment in order to cover the extra expense incident to the handling of such delinquent payments.
12. That the Mortgagor hereby assigns to the Mortgagor, its successors and assigns, all the rents, issues, and profits accruing from the mortgaged premises, retaining the right to collect the same so long as the said funds so used as and in payment of payment, but should any part of the principal and the interest, taxes, or fire insurance premiums be paid, due and unpaid, the Mortgagor may, without notice or further proceedings take over the mortgaged property, if they shall be occupied by a tenant or tenants, and collect said rents and profits and apply the same to the mortgage debt, but shall not collect a sum in excess of anything more than the rents and profits actually collected less the cost of collection, and in respect to collection by Mortgagor, to make all rental payments direct to the Mortgagor without holding up the Mortgagor, and in respect to the contrary to 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 the Judge of the Court of Common Pleas who shall be judge of recording in the county aforesaid for the appointment of a receiver with authority to take possession of said premises and collect such rents and profits, apply for 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.
13. 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 next become due and payable on policy of mortgage insurance or applicable fire and/or 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 premiums, taxes and assessments will be due and payable, such sum to be held by Mortgagor to pay said premiums, taxes and special assessments. Should these payments exceed the sum of payments actually made by the Mortgagor for taxes, assessments, or insurance premiums, the excess may be credited by the Mortgagor on subsequent payments to be made by the Mortgagor, and however such 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 insurance or similar insurance, if applicable, covering the balance then remaining due on the mortgage debt, and the Mortgagor may, at its option, pay the usual premium required for the remaining years of the term, or the Mortgagor may pay such premium and add the same to the mortgage debt, in which event the Mortgagor shall repay to Mortgagor such premium paid, with interest, at the rate specified in said premium note, except monthly installments over the remaining payment period.