

10.1.1.3. with all and singular the rights, members, benefits, and improvements to the said premises in any way incident or appertaining, including all buildings, trees and fixtures, and rights to all rents, issues, and profits, as well as well as stipulated rates and values, and any other or particular rates, values, or amounts, and the same shall be held by the interest of the parties hereto that all such fixtures, rents, issues, and profits, shall be part of the reality.

TO HAVE AND TO HOLD all and singular the said premises unto the Mortgagor, his heirs, executors and successors.

The Mortgagor represents and warrants that said Mortgagor is entitled for the time being to the use and enjoyment of the above described premises free and clear of all fees or charges, taxes, or other assessments, and expenses, now existing or ever occurring the same, and that the Mortgagor will forever defend the said premises from and against the Mortgagor and every person whosoever lawfully may come into the possession of the same.

THE MORTGAGOR COVENANTS AND AGREES AS FOLLOWS:

1. That the Mortgagor will promptly pay the principal and interest on the indebtedness secured by said promissory note at the times and in the manner therein provided.

2. That this mortgage will secure the Mortgeree for any additional sums which may be advanced to him, at the option of the Mortgagor, for the payment of taxes, or public assessments, hazard insurance premiums, or other similar expenses, paid to the holders of the mortgage, and also for any loans or advances that may hereafter be made by the Mortgagor to the Mortgeree under the authority of Sec. 45-55, P-92 Code of Laws of South Carolina, as amended, or as further stated, and the same shall bear interest at the same rate or rates as is set forth 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.

3. That Mortgagor will keep the improvements on the mortgaged premises, whether new or existing or hereafter to be erected, insured against loss by fire, wind, rain, and other hazards in a sum not less than the liability for insurance, subject to a premium or companies acceptable to the Mortgagor, and Mortgagor has hereby given the power of attorney to the Mortgagor to agree that all such policies shall be held by the Mortgagor shall be so named and shall be issued in the name of the Mortgagor, and in the event of loss, Mortgagor shall have the right to collect the Mortgagor's proportionate share of the Mortgagor's claim and to keep and pursue such claim until paid, the principal, interest, and costs, then the Mortgagor may make such arrangements to be incurred in the name of the Mortgagor and in his behalf for the cost of such claim with interest as hereinabove provided.

4. That the Mortgagor will keep all improvements upon the mortgaged premises in good repair, and if the Mortgagor fail to do so, the Mortgagor will, at his option, after notice and demand, make such repairs, and charge the expense for such repairs to the mortgage debt and collect the same under this mortgage, with interest as hereinabove provided.

5. That the Mortgagor may at any time during the existence and continuance of this note, pay the Mortgagor, or to any person of his election under the authority herein referred to, a sum equal to the amount to pay the mortgage debt, with the Mortgagor as beneficiary, and if the same may be paid otherwise than by the Mortgagor, any paid premium or amount unpaid 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 before the date of the record of the mortgage, or the recording of the title of the Mortgagor, and timely pay same, and should the Mortgagor fail to pay such taxes and assessments when the same shall fall due, the Mortgagor, and of its option, pay the same and charge the amounts unpaid to the mortgage debt, and collect the same under this mortgage, with interest as hereinabove provided.

7. That if the mortgage secures a construction loan, the Mortgagor agrees that the principal amount of the indebtedness hereby secured shall be disbursed by the Mortgagor in monthly payments, as soon as the progress of a construction, with the terms and conditions of a Construction Loan Agreement which is separately executed and made a part of this mortgage and incorporated herein by reference.

8. That the Mortgagor will pay all taxes, or other public assessments, levied against the mortgaged premises, or the property of the Mortgagor, and should the Mortgagor fail to do so, pay the same under this mortgage, and collect the same under this mortgage, with interest as hereinabove provided.

9. That should the Mortgagor desire the mortgaged premises by Contract of Sale, based on Title or Deed of Conveyance, and the association of the title to the Mortgagor or his heirs, it shall be required to file with the Association an application for an assumption of the mortgage, which application shall be filed as required by the Association for processing the assumption, furnish the Association with a copy of the Contract of Sale, based on Title or Deed of Conveyance, and have the interest rate on the balance existing at the time of transfer modified by increasing the interest rate on the said loan balance to the maximum rate per annum permitted to be charged at that time by applicable South Carolina Law, or a lesser increase in interest rate as may be determined by the Association. The Association shall notify the Mortgagor of the purchase of the new interest rate and monthly payments, and will calculate a new monthly sum if the Mortgagor, or his heirs, fail to comply with the provisions of the within paragraph, the Mortgagor, at its option, may declare the indebtedness herein secured to be immediately due and payable and may institute any proceedings necessary to collect and enforce it.

10. That should the Mortgagor fail to make payments of principal and interest as due on the premises as aforesaid and the same shall be unpaid for a period of thirty (30) days or more, then should be and shall be collected with and added to any 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 giving him thirty (30) days in which to rectify the said default, and should the Mortgagor fail to remedy said default within the said thirty days, the Mortgagor may, at its option, increase the interest rate on the balance due on 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 premises as aforesaid 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 agrees 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 premises remain in their actual possession, but should any part of the principal indebtedness, or interest, taxes, or other assessments, premiums, be past due, and unpaid, the Mortgagor may, without notice or further proceedings, take over the mortgaged premises, if they shall be occupied by a tenant, and collect said rents and profits and apply the same to the indebtedness, until so occupied, without liability to account for anything more than the rents and profits actually collected, less the cost of collection, and any amount so collected, upon request by Mortgagor, to make all rental payments direct to the Mortgagor, without liability to the Mortgagor, and subject to the action by the Mortgagor, and should said premises at the time of such default be occupied by the Mortgagor, the Mortgagor may apply to the Justice of the County Court or to any Judge of the Circuit Court, whom shall be responsible for presenting in the county, assessed for the appointment of a receiver with authority to take possession of said premises and collect said 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.

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 premiums that will next become due and payable on policies of mortgage insurance, if applicable, fire and other hazard insurance covering the mortgaged property, plus taxes, and assessments next due on the mortgaged premises, all as estimated by the Mortgagor, less all sums already paid thereon, divided by the number of months thereafter remaining 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 amount of payments actually made by the Mortgagor, for taxes, assessments, or insurance premiums, the excess may be collected by the Mortgagor on subsequent payments to be made by the Mortgagor; 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 removal of mortgage covenants or similar instruments, if applicable, covering the balance then remaining due on the mortgage debt, and the Mortgagor may, at its option, pay 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 promissory note, in equal monthly installments over the remaining payment period.