TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in any way incident or appertaining, including all built-in stoves and refrigerators, heating and air conditioning, plumbing and electrical fixtures, wall to wall carpeting, fences and gates, and any other equipment or fixtures now or hereafter attached or connected or titled in any manner, it being the intention of the parties hereto that all such fixtures and equipment, other than household furniture, be considered a part of the realty.

TO HAVE AND TO HOLD all and singular the said premises unto the Mortgagee, 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 is lawfully empowered to convey or encumber the same, and that the Mortgagor will forever defend the said premises unto the Mortgagee, its successors and assigns, from and against the Mortgagor and every person whomsoever lawfully claiming or to claim the same or any part thereof.

THE MORTGAGOR COVENANTS AND AGREES AS FOLLOWS:

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

2. That this mortgage will secure the Mortgagee for any additional sums which may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, or public assessments, hazard insurance premiums, repairs or other such purposes pursuant to the provisions of this mortgage, and also for any loans or advances that may hereafter be made by the Mortgagee to the Mortgagor under the authority of Sec. 45-55, 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 Mortgagee, 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, windstorm and other hazards in a sum not less than the balance due hereunder, at any time, in a company or companies acceptable to the Mortgagee, and Mortgagor does hereby assign the policy or policies of insurance to the Mortgagee and agrees that all such policies shall be held by the Mortgagee, should it so require, and shall include loss payable clauses in favor of the Mortgagee, and in the event of loss, Mortgagor will give immediate notice thereof to the Mortgagee by registered mail, and should the Mortgagor at any time fail to keep said premises insured or fail to pay the premiums for such insurance, then the Mortgagee may cause such improvements to be insured in the name of the Mortgagor and reimburse itself for the cost of such insurance, with interest as hereinabove provided.

4. That the Mortgagor will keep all improvements upon the mortgaged premises in good repair, and should Mortgagor fail to do so the Mortgagee may, 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.

5. That the Mortgagee may at any time require the insurance and insurance proceeds upon the loss of any person covered under the indebtedness secured hereby in a sum sufficient to pay the mortgage debt, with the Mortgagee as beneficiary, and if the premiums are not otherwise paid, the Mortgagee may pay said premiums and any amount so paid shall become a part of the mortgage debt.

6. That Mortgagor agrees to pay all taxes and other public assessments levied against the mortgaged premises on or before the due dates thereof, and to exhibit the receipts therefor at the office of the Mortgagee immediately upon payment, and should the Mortgagor fail to pay said taxes and assessments when the same shall fall due, the Mortgagee 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.

7. That if this mortgage covers a construction loan, the Mortgagee agrees that the principal amount of the indebtedness hereby secured shall be disbursed to the Mortgagor in periodic payments as the work progresses, in accordance with the terms and conditions of a Construction Loan Agreement which is separately executed of even date herewith, a part of this mortgage and incorporated herein by reference.

8. That the Mortgagor will not mortgage or pledge the premises hereunder without the prior consent of the Mortgagee, and should the Mortgagor attempt to do so, the Mortgagee may, at its option, declare the indebtedness hereby secured to be immediately due and payable and may institute any proceedings necessary to collect said indebtedness.

9. That should the Mortgagor locate the mortgaged premises in Greenville County, South Carolina, and be entitled to Title or Deed of Conveyance and the within mortgage indebtedness is not paid in full, the Mortgagor shall be required to file with the Association an application for an assumption of the mortgage indebtedness, pay the assumption fee as required by the Association for processing the assumption, furnish the Association with a copy of the Contract of Sale and Title or Deed of Conveyance, and have the interest rate on the loan balance outstanding at the time of the assumption increased to the current rate on the said loan balance to the maximum rate permitted to be charged at the time by the Association, or a lesser rate of interest rate as may be determined by the Association. The Association will require the Mortgagor to pay a loan origination fee and monthly payments and will not be responsible for the Mortgagor's compliance with the provisions of the within paragraph. The Mortgagee, at its option, may declare the indebtedness secured hereby 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, and/or the escrow payments, and the same shall be unpaid for a period of thirty days, or should the Mortgagor violate any by-laws or the charter of the Mortgagee or any rules and regulations of the Mortgagee, or should the Mortgagee at its last known address or last address on file with the Mortgagee be returned undelivered, or should the Mortgagee be unable to locate said debtor within the said thirty days, the Mortgagee may at its option, declare the entire balance of the loan or for a lesser term to the maximum permitted by the South Carolina Law, at a lesser interest rate as may be determined by the Association. The indebtedness shall be immediately due and payable.

11. That should the Mortgagor fail to make payments of principal and interest, and/or the escrow payments, when due, the Mortgagee may collect a late charge not exceeding 5% of the monthly payment, but not less than $2.00, to be added to the principal amount equal to two (2) payments, or the maximum allowable by law, whichever is less, for the collection of such delinquent payments.

12. That the Mortgagor hereby assigns to the Mortgagee all rents and profits from the mortgaged premises, and the Mortgagee may, at its option, have a receiver appointed to collect said rents and profits, and should any part of the premises be in the possession of a tenant or tenants and the Mortgagor be in default under the terms of the loan or mortgage, the Mortgagee may, without notice, or after notice, collect said rents and profits and apply the same to the payment of the mortgage debt, or the Mortgagee may, at its option, require the tenant or tenants to make all rental payments to the Mortgagee, without liability to the Mortgagor, and credit such payments against the mortgage debt, and should said payments be made to the Mortgagor, the Mortgagee may, at its option, require the Mortgagor to deposit with the Mortgagee, in a separate account, such rents and profits as may be collected, and should said payments be made to the Mortgagee, the Mortgagee may, at its option, require the Mortgagor to make all rental payments to the Mortgagee, without liability to the Mortgagor, and credit such payments against the mortgage debt, and should said payments be made to the Mortgagor, the Mortgagee may, at its option, require the Mortgagor to deposit with the Mortgagee, in a separate account, such rents and profits as may be collected. If the Mortgagor should be in default under the terms of the loan or mortgage, the Mortgagee may, at its option, have a receiver appointed by the Circuit Court of Greenville County, South Carolina, or any other court of competent jurisdiction, to collect said rents and profits, and the Mortgagee may, at its option, require the tenant or tenants to make all rental payments to the Mortgagee, without liability to the Mortgagor, and credit such payments against the mortgage debt, and should said payments be made to the Mortgagor, the Mortgagee may, at its option, require the Mortgagor to deposit with the Mortgagee, in a separate account, such rents and profits as may be collected.

13. That the Mortgagor shall keep and perform all the covenants and conditions of the Mortgage, and the Mortgagor shall pay the note secured hereby, and all other sums secured hereby, when due, and shall do and perform all other acts required to be done by the Mortgagor under the terms of the note, this mortgage, and any other instrument or instruments now or hereafter executed in connection herewith, and shall keep the mortgaged premises free from all liens and encumbrances, except as herein provided, and shall keep the hazard insurance covering the mortgaged property in force and effect, and shall pay all taxes and assessments when due, and shall deliver to the Mortgagee receipts evidencing the payment of all taxes and assessments, and shall deliver to the Mortgagee receipts for such premiums, taxes and assessments, and shall do and perform all other acts which may be necessary to protect the security of the Mortgagee, and shall pay all special assessments, and shall deliver to the Mortgagee receipts evidencing the payment of such special assessments, and shall do and perform all other acts which may be necessary to protect the security of the Mortgagee, and shall pay all reasonable attorney's fees and all costs incurred by the Mortgagee in connection with the preparation of this mortgage, and in the event the Mortgagee should be made a party to any suit or action by reason of the execution of this mortgage, the Mortgagor shall pay all costs incurred by the Mortgagee, including reasonable attorney's fees, and the same shall be secured by this mortgage, and the Mortgagee may, at its option, pay any of the above-mentioned items