6008 1136 PAGE 36

TOGETHER with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident or appertaining, including all heating, plumbing and electrical fixtures, and any other equipment or fixtures now or hereafter attached, connected or fitted 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 selzed of the above described premises are free and clear of all lies 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 Mortgagor, 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 joans or advances that may hereafte e made by the Mortgagee to the Mortgage moder 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 as that provided in said note 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 and in a company or companies acceptable to the Mortgage, and Mortgagor does hereby assign the policy or policies of insurance to the Mortgagee; and in the event of loss, Mortgagor will give immediate notice thereof to the Mortgagee by registered mall; and should the Mortgagor at any time fall 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 reimburse itself for the cost of such insurance, with interest as hereimabove provided.
- 4. That the Mortgagor will keep all improvements upon the mortgaged premises in good repair, and should Mortgagor fail to do so, the Mortgager may, at 18t option, enter upon said premises and make whatever repairs are necessary and charge the exponese for such repairs to the mortgage debt and collect the same under this mortgage, with interest as hereinabove.
- 5. That the Mortgagee may at any time require the issuance and maintenance of insurance upon the life of any person obligated 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 offices of the Mortgagoe immediately upon payment, and should the Mortgagor fail to pay such taxes and assessments when the same shall fall due, the Mortgage 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 above provider.
- 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, as construction progresses, in accordance 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 premises above described, nor alienate said premises by way of mortgage or deed of conveyance without the prior consent of the Mortgagee, and should the Mortgagor so encumber or alienate such premises, the Mortgagor 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 the Mortgagor hereby assigns to the Mortgagee, its successors and assigns, all the rents, issues, and profits accruing from the mortgaged premises, relating the right to collect the same so long as the debt hereby secured is not in arrears of payment, but should any part of the principal indebtedness, or interest, takes, or fire insurance promises, he past due and unpaid, the Mortgagee may without notice or further proceedings take over the mortgaged premises, if year, the shall be occupied by a tenant or tenants, and collect said rents and profits and apply the same to the indebtedness hereby secured without liability to account for anything more than the rents and profits actually collected, less the cost of collection, and any tenant is authorized, upon request by Mortgagee, to make all rental payments direct to the Mortgage, without liability to hortgage, or make all rental payments direct to the Mortgage may apply to the Judge of the County Court or to any Judge of the Court of Common Places who shall be resident or presiding in the county aforesaid for the appointment of a receiver with authority to take passession 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.
- out liability to account for anything more than the rents and profits actually collected.

 10. That if the indebtedness secured by this mortgage be guaranteed or insured by mortgage guaranty insurance, the Mortgager agrees to pay to the Mortgagee, on the first day of each month until the note secured hereby is fully paid, the following sums 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 fire and other heazard insurance covering the mortgaged property, plus taxes, and assessments next due on the mortgaged premises (all as estimated by the Mortgagee) less all sums already paid therefor, divided by the number of months to elagse before one month prior to the date when such premiums, taxes, and assessments. Should these payments exceed the amount of payments actually made by the Mortgagee for taxes, assessments, or insurance premiums, the excess may be credited by the Mortgagee on subsequent payments to be made by the Mortgager; if, however, said sums shall be insufficient to make said payments when the same shall become due and payable, the Mortgage grant all pay to the Mortgagee any amounts necessary to make up the deficiency. The Mortgage further agrees that at the end of ten years from the date hereof. Mortgagee may, at its option, payl for renewal of mortgage during the balance then remaining que on the mortgage debt, and the Mortgagor may, at its option, pay the single premium required for the remaining years of the term, or the Mortgagee may pay such premium and add the same to the mortgage debt, in the Mortgage or may, at its option, pay the single premium required for the remaining years of the term, or the Mortgagee may pay such premium and add the same to the mortgage debt, in which event the Mortgage and all preps (Mortgagee may pay such premium anyment, with interest, at the rate specified in said promissory note, in equal monthly installments over the remaining payment period.