800K 1274 PAGE 293

TOGETHER 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, heating, air conditioning, plumbing and electrical fixtures, wall to wall carpeting, fences and gates, 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

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 conform 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 Mortgager under 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
- 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 Mortgagee, and Mortgagor does hereby assign the policy or policies of insurance to the Mortgagee and 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 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 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 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 Mortgagee immediately upon payment, and should the Mortgagor fail to pay such 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 above provided.
- 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
- 8. That the Mortgagor will not further encumber the premises above described, without the prior consent of the Mortgagee, and should the Mortgagor so encumber such premises, 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 alienate the mortgaged premises by Contract of Sale, Bond for Title, or Deed of Conveyance, and the within mortgage indebtedness is not paid in full, the Mortgagor or his Purchaser shall be required to file with the Association an assumption of the mortgage indebtedness, pay the reasonable cost as required by the Association for processing the rate on the loan balance existing at the time of transfer modified by increasing the interest rate on the said loan balance to the maxibe determined by the Association. The Association will notify the Mortgagor or his purchaser of the new interest rate as may ments, and will mail him a new passbook. Should the Mortgagor, or his Purchaser, fail to comply with the provisions of the within 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 promissory note and the same shall be unpaid for a period of thirty (30) days, or if there should be any failure to comply with and abide by any by-laws or the charter of address giving him thirty (30) days in which to rectify the said default and should the Mortgagor fail to rectify said default within the for a lesser term to the maximum rate per amum permitted to be charged at that time by applicable South Carolina law, or a lesser 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 promissory note and should any monthly 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
- 12. That the Mortgagor hereby assigns to the Mortgagee, its successors and assigns, all the rents, issues, and profits accrning from the mortgaged premises, retaining 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, taxes, or fire insurance premiums, be past due and unpaid, the Mortgagee collect said rents and profits and apply the same to the indebtedness hereby secured, without liability to account for anything more make all rental payments direct to the Mortgagee, without liability to account for anything more make all rental payments direct to the Mortgagee, without liability to the Mortgagor, until notified to the contrary by Mortgagee, to and should said premises at the time of such default be occupied by the Mortgagor, the Mortgage may apply to the Judge of the ment of a receiver with authority to take possession of said premises and collect such rents and profits, applying said rents, after paycollected.
- 13. That the Mortgagee, at its option, may require the Mortgagor 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 hazard insurance covering the mortgaged property, plus taxes, and assessments next due on the mortgaged premises (all as estimated by such premisms, taxes, and assessments will be due and payable, such sums to be held by Mortgagee to pay said premisms, taxes and assessments. Should these payments exceed the amount of payments actually made by the Mortgagee for taxes, assessments, or said sums shall be insufficient to make said payments when the same shall become due and payable, the Mortgagor; if, however, Mortgagee may amounts necessary to make up the deficiency. The Mortgagor further agrees that at the end of ten years from the date then remaining due on the mortgage debt, and the Mortgagor may, at its option, apply for renewal of mortgage guaranty or similar insurance (if applicable) covering the balance years of the term, or the Mortgagee may pay such premium and add the same to the mortgage debt, in which event the Mortgagor shall over the remaining repay to Mortgagee such premium payment, with interest, at the rate specified in said promissory note, in equal monthly installments over the remaining payment period.