

TOGETHER with all and singular the rights, members, tenements, and appurtenances to the same belonging or in any way incident or appertaining, including all boltuses, stoves and refrigerators, heating and cooling plants, and electric fixtures, wall to wall carpeting, tiles and gates, and any other equipment or fixtures now or hereafter attached thereto, and all equipment and furniture being the intention of the parties hereto that all such fixtures and equipment, other than the article first above described, shall be the property of the lessee.

**TO HAVE AND TO HOLD** all and singular the said premises unto the Mortgagor, 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 alienate the same, and that the Mortgagor will never interfere with the said premises in to the Mortgagor's successors and executors and against the Mortgagor and every person who may ever lawfully claim title to claim the same in any part thereof.

THE MORTGAGE COVENANTS AND AGREES AS FOLLOWS:

- 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.
  - That this mortgage will secure the Mortgagee for any additional sums which may be advanced by him, at the option of the Mortgagee, for the payment of taxes, or public assessments, hazard insurance premiums, repairs or other charges pertaining to the possession of this mortgage, and also for any fees or advances that may hereafter be made by the Mortgagee to the Mortgagee under the authority of Sec. 45-55, 1942 Code of Laws of South Carolina as amended or similar statutes, and all such sums 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.
  - 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 thereon, or if less than \$1000, the full amount of such losses, except up to the amount of \$1000, the Mortgagee 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 by reason of the Mortgage, and in the event of loss, Mortgagor will pay or cause to be paid to the Mortgagee the amount of such loss. If the Mortgagee fails to cause the said risks to be insured in the name of the Mortgagee and fails to do itself for the cost of such insurance, with interest as hereinabove provided.
  - 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 that the sum so far as this mortgage, with interest as hereinabove provided.
  - That the Mortgagee may at any time require the issuance of a certificate of insurance upon the above described property for the indebtedness secured hereby, prior to his right to pay the mortgage debt with the Mortgagee, as hereinabove, 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.
  - That Mortgagor agrees to pay all taxes and other public assessments levied against the mortgaged premises prior to the last day of the month preceding the receipt thereof at the offices of the Mortgagee immediately upon payment, and should the Mortgagee elect to pay such taxes and assessments which are the same, shall fully discharge the Mortgagee, and at its option to pay the same, with interest as hereinabove provided.
  - 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 portions, 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.
  - That the Mortgagee will not interfere with the possession of the property, without the permission of the Mortgagee, and should the Mortgagee, or his agents, repossess the Mortgagee may, at its option, hold the indebtedness hereby secured to be immediately due and payable, or be entitled to any proceedings necessary to collect said indebtedness.
  - If it should the Mortgagee desire to foreclose upon the mortgaged premises, a Certificate of Sale, Bond for Lien, or Deed of Conveyance, and the within mortgage indebtedness is not paid in full, the Mortgagor or his Landlaser shall be required to file with the Association an application for an assumption of the mortgage unpaid balance, the reasonable cost is required by the Association for processing the assumption, furnish the Association with a copy of the Certificate of Sale, Bond for Lien, or Deed of Conveyance, and have the interest rate on the unpaid balance existing at the time of the sale increased by one-half 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 will charge the Mortgagee all costs of the new interest rate and monthly payments, and will collect the same as provided in Section 11 of the Mortgage, or as the Association may agree, in conformity with the provisions of the within paragraph, the Mortgagee, at its option, may declare the indebtedness hereinabove due and payable and may institute any proceedings necessary to collect said indebtedness.
  - 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 more, should any failure to comply with and abide by any by-laws or the charter of the Mortgagee, or any stipulations set out in this mortgage, the Mortgagee, at its option, may write to the Mortgagor at his last known address giving him forty (40) days in which to rectify the said default, and should the Mortgagor fail to rectify said default within the said thirty days, the Mortgagee, or at its option, may increase the interest rate on the loan, or reduce the remaining term of the loan, or for a lesser term to the day when the principal is required to be cleared, at that rate to be applicable South Carolina law, or a lesser increase rate as may be determined by the Association. The monthly payments shall be paid monthly.
  - That should the Mortgagor fail to make payments of principal and interest as due on the promissory note and should any monthly installment become past due for a period not less than 15 days, the Mortgagee may collect a late charge not to exceed an amount equal to five (5%) per centum of the such past due installment in order to cover the extra expense incident to the handling of such delinquent payments.
  - That the Mortgagor hereby assigns to the Mortgagee, 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 debt hereby secured is not in arrears of payment, but should any part of the principal indebtedness, or interest, taxes, or other amounts, premiums, be past due and unpaid, the Mortgagee may without notice or further process, take over the mortgaged premises, if they 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 no tenant is authorized, upon request by Mortgagee, to make all rental payments direct to the Mortgagee, without liability to the Mortgagee until notified to the contrary by the Mortgagee, and should said premises at the time of such default be occupied by the Mortgagor, the Mortgagee may apply to the Judge of the County Court or to any Judge of the Court of Common Pleas who shall be a collector or receiver in the county aforesaid for the appointment of a receiver with authority to take possession 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.
  - 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 equal to the premiums that will next become due and payable on policies of mortgage guaranty 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 Mortgagee) 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 sums to be held by Mortgagee to pay said premiums, taxes and special 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 Mortgagor; if, however, said sums shall be insufficient to make said payments when the same shall become due and payable, the Mortgagor shall pay to the Mortgagee any amounts necessary to make up the deficiency. The Mortgagor further agrees that at the end of ten years from the date hereof, Mortgagee may, at its option, apply for renewal of mortgage guaranty or similar insurance (if applicable) covering the balance then remaining due 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 which event the Mortgagor shall 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.