

TOGETHER with all and singular the rights, members, benefits, costs, and expenses of the same, and may incident or appertain, including all built-in stoves and refrigerators, to the above described premises, subject to wall carpeting, taxes and rates, and any other payment or liability whatsoever in respect thereto, it being the intention of the parties hereto that all such fixtures and equipment shall remain the property of the Mortgagor.

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 subject to no liens or encumbrances, that the Mortgagor will duly and lawfully convey or encumber the same, and that the Mortgagor will forever defend the said premises from the Mortgagor, its successors and assigns from and against the Mortgagor and every person whenever law shall require to have, hold or enjoy 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 the mortgagor will secure the Mortgagor for any additional sums which may be added to the indebtedness of the Mortgagor, for the payment of taxes, or public assessments, hazard insurance premiums, other such amounts as are due to the provisions of this mortgage, and also for any loans or advances that may hereafter be made by the Mortgagor to the Mortgagor, or the authority of Sec. 15-55, 1962 Code of Laws of South Carolina, as amended, or similar statute, and the same 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 Mortgagor, unless otherwise provided in writing.
3. That Mortgagor will keep the improvements upon the mortgaged premises, whether now existing or hereafter to be constructed, against loss by fire, windstorms and other hazards in sum not less than the liability for insurance as required by companies acceptable to the Mortgagor, and Mortgagor does hereby assign to the party or parties named in the Mortgagor, and agrees that all such policies shall be held by the Mortgagor, shall be so arranged and shall be so payable as to the satisfaction of the Mortgagor, and in the event of loss, Mortgagor will give immediate notice thereof to the Mortgagor by registered mail, and the Mortgagor at any time fail to keep said policies insured or fail to pay the premium for such insurance, then the Mortgagor shall cause such improvements to be insured in the name of the Mortgagor and reduce 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 if the Mortgagor fails to do so, the Mortgagor 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 at or for this mortgage, with interest as hereinabove provided.
5. That the Mortgagor may, at any time require the issuance of a certificate of insurance upon the property covered by the policy or policies referred to under the indebtedness secured hereby in sum sufficient to pay the mortgage debt, with the Mortgagor as beneficiary, and if the premiums are not otherwise paid, the Mortgagor may pay said premiums and any amount so paid shall become part of the mortgage debt.
6. That Mortgagor agrees to pay all taxes and other public assessments levied against the mortgaged premises or any lot or lots on the due dates thereof and to exhibit the receipts thereon at the offices of the Mortgagor, or a bank upon whom it may be drawn. If the Mortgagor fail to pay such taxes and assessments when the same shall fall due, the Mortgagor 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 hereinabove 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 reference.
8. That the Mortgagor will not further encumber the above described premises, except by way of the prior consent of the Mortgagor, and should the Mortgagor so encumber said 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 should the Mortgagor desire the mortgaged premises by Contract of Sale, Bill of Sale or Deed of Conveyance, and the within mortgage indebtedness not paid in full, the Mortgagor or his heirs shall be required to file with the Association an application for an assumption of the mortgage indebtedness, pay the fees and costs as required by the Association for processing the assumption, furnish the Association with a copy of the Contract of Sale, Bill of Sale or Deed of Conveyance, and have the interest rate on the loan balance existing at the time of transfer modified by increasing the interest rate on the said loan balance to the maximum rate 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 notify the Mortgagor of its reduction of the new interest rate and monthly payments and will send him a new payoff statement. The Mortgagor or his heirs shall be liable to comply with the provisions of the within paragraph, the Mortgagor, at its option, may declare the indebtedness hereby secured to be immediately 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 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 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 rectify said default within the said thirty days, the Mortgagor, at its option, may, at the interest rate on the loan balance for the remaining term of the loan or for a lesser term to the maximum rate 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 promissory note and should any monthly installment become past due for a period in excess of 15 days, the Mortgagor may, at its option, charge 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 assigns 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 debt hereby secured is not in arrears of payment, but should any part of the principal indebtedness, or interest, taxes, or fire, hazard, or expenses, 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 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, if law permits, authorized upon request by Mortgagor, to make all rental payments direct to the Mortgagor, without liability to the Mortgagor, and rated, to the contrary by the Mortgagor, and should said premises at the time of such default be occupied by the Mortgagor, the Mortgagor may apply to the Judge of the County Court or to any Judge of the Court of Common Pleas who shall be responsible for presiding 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.
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 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 Mortgagor, 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 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 credited by the Mortgagor 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 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 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 of the Mortgage or the Mortgagor may pay such premium and add 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.