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 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 detend the said premises unto the Mortgagoe, 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 premissory 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 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 row 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 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 much 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 hereinal-ove provided.
- 4. That the Mortgagor will keep all improvements upon the mortgaged premises in good repair, and should Mortgagor ful 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 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 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 Mortgazor agrees to pay all taxes and other public assessments levied against the mortgazed premises on or before the due dates thereof and to exhibit the receipts therefor at the offices of the Mortgazer immediately upon payment, and should the Mortgazor full to pay such taxes and assessments when the same shall full due, the Mortgazer may, at its option, pay the same and charge the amounts so paid to the mortgaze debt and collect the same under this mortgazer, with interest as above provided.
- 7. That if this mortgage secures a "construction ban", the Mortgager agrees that the principal amount of the indebtedness hereby secured shall be disbursed to the Mortgager 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.
- S. That the Mortgazor will not further encommer the premises above described, without the prior consent of the Mortgazoe, and should the Mortgazor so encounter such premises, the Mortgazoe 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 Mortzagor alienate the mortgaged premises by Centract of Sale, Bord for Title, or Deed of Conveyance, and the within mortgage indebtedness is not paid in full, the Mortzagor or his Purchaser shall be required to file with the Association an application for an assumption of the nontrage indebtedness, pay the reasonable cost as required by the Association for processing the assumption furnish the Association with a copy of the Contract of Sale, Bord for Title 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 per annum permitted to be charged at that time by applicable South Cardina law, or a lesser increase in interest rate as may be determined by the Association. The Association will notify the Mortzagor or his purchaser of the new interest rate and monthly payments and will mail him a new passbook. Should the Mortzagor, or his Furches r, fed to comply with the provisions of the within paragraph, the Mortgagee, at its option may declare the indebtedness hereby secured to be immediately due and payable and may institute any proceedings recessary to collect said indebtedness.
- 10. That should the Mortzagor 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 Mortzagor, or any stipulations set out in this mortzago, the Mortzagor at its option may write to the Mortzagor at his last known address giving him thirty (30) days in which to rectify the said default and should the Mortzagor fail to notify said default within the said thirty days, the Mortzagor, may at its option, increase the interest rate on the loan believe for the remaining term of the loan or for a lesser term to the maximum rate per anomal permetted 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 admisted accordingly.
- 11. That should the Mortgagor fiel to make payments of principal and interest as due on the promissory rate and should any monthly installment become past due for a period in excess of 15 days, the Mortgagor may collect a "late charge" not 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 Mortgager hereby assigns to the Mortgagee, its successors cell assigns all the rents issues and profits accoming from the mortgaged premises, returning the right to collect the same so long as the debt hereby seconed is not in arrears of payment but should any part of the principal indebtolness, or interest, trues, or fire insurance premiums, by past due and impaid, the Mortgagee may without rotice 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 indebtolness hereby secured, without hability to account for anything more than the rents and profits actually collected, less the cost of collection and any tenant is authorized upon respect by Mortgagee, to make all rental payments direct to the Mortgagee without hability to the Mortgagee must apply to the Mortgagee; and should said premises at the time of such defeult be occupied by the Mortgager, the Mortgagee may apply to the Judge of the County Court or to any Judge of the Court of Common bleas who shall be resident or presiding in the county aforesaid for the appointment of a receiver with authority to take possession of said premises and collect such tents and profits, applying said rents, after paying the cost of collection, to the mortgage debt without hability to account for anything more than the rents and profits actually collected.
- 13. That the Mortzizee, at its option, may require the Mortgizer to pay to the Mortzizee, on the first day of each mouth until the rote occured bereby is fully paid, the following sums in addition to the payments of principal and interest provided in said rote: a sum equal to the permiums that will next become due and pival le on pellows firentzing generaty insurance to applie dide, for and other hazard insurance covering the nortzized property, plus tives and assessments rest due in the nortzized proposes (all as estimated by the Mortzizee) less all soms already paid therefor divided by the normal end norths to chapse before one nor the prior to the date when such premiums, taxes and assessments will be due and payable, such some to be held by Mortzizee to pay said premiums, taxes and special assessments. Should these payments exceed the amount of payments actually made by the Mortzizee for taxes, assessments or insurance premiums, the excess may be credited by the Mortzizee on subsequent payments to be made by the Mortzizer shall pay to the Mortzizee any amounts recessary to make up the deficiency. The Mortzizer further agrees that at the end of ten years from the date hereof. Mortzizee may, at its option apply for rerewal of mortzize generally or similar insurance (if applicable) covering the balance then remaining due on the mortzize dibt, and the Mortzizer may, at its option, pay the single promism required for the remaining years of the term or the Mortzizer may pay such premium and add the same to the mortzize dibt, in which event the Mortzizer shall repay to Mortzizee such premium payment, with interest, at the rate specified in said promissory as to, in equal morably installments over the remaining payment period.
