TOCETHER with all and singular the rights, members, hereditments, 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 dove 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 defend 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 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 Mortgagor 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 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 agrees that all such policies shall be held by the Mortgagee should it so require and shall include loss payable chanses in favor of the Mortgagee; and in the event of loss, Mortgagor will give immediate notice thereof to the Mortgagee by registered small, and should the Mortgagor at any time fall 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 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 Mortgagoe 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 scurred hereby in a sum sufficient to pay the mortgage debt, with the Mortgagee as beneficiary, and it the premiums are not otherwise paid, the Mortgagee may pay said premiums and any amount so paid shall become a part of the mortgage.
- 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 ful to pay such taxes and assessments when the same shall full 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 provided.
- 7. That if this mortgage secures a "construction ban", the Mortgagor agrees that the principal amount of the indebtedness hereby secured shall be dishursed 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, 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 application for an assumption of the mortgage 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. Bond for Title or Deed of Convenance, and have the interest rate on the loan balance existing at the time of transfer modified by mareasing the inferest rate on the said loan balance to the maximum rate per annum permitted to be charged at that time by applicable South Carolinallaw, of a lesser increase in interest rate as may be determined by the Association. The Association will notify the Mortgagor or his purchaser of the new interest rate and monthly payments and will mal him a new possbook. Should the Mortgagor, or his Purchaser, tail 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 necessary to collect said indebtedness.
- 10. That should the Mortgagor ful 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 their should be any foliure to comply with rad didde by any by-laws or the charter of the Mortgagoe, or any stipulations set out in this nontgage, the Mortgagoe at its option raw write to the Mortgagor at his last known address giving him thirty (30) days in which to rectify the said defoult and should the Mortgagor ful to rectify said defoult which the said thirty days the Mortgagoe, may at its option in the interest rate on the loan billing for the recurrence term of the loan or for a lesser term to the maximum rate per annum permetted to be charged at that time by applied by Soath Carolina law, or a lesser increase rate as may be determined by the Association. The monthly payments will be adosted accordingly.
- II. That should the Mortgagor ful to make payments of principal and interest as due on the promissory note, and should any morthly installment become past due for a period in excess of 15 days, the Mortgagee may collect a 'Ide 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 modern to the handling of such delinquent payments.
- 12. That the Mortegor hereby assigns to the Mortegor, its yearssors and assigns all the rents issues and profits accrning from the mortaged premises retaining the right to collect the same so long as the debt hereby second is not incurrents of payment but should any part of the principal indebtedness, or interest, taxes, or fire insurance premises, he past do, and amound the Mortagor may without notice or further proceedings take over the mortaged 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 second without hidelity to account for anything nore than the rents and profits actually collected, less the cost of collections and any tenantic outlanded upon request by Mortagor, to make all rental payments direct to the Mortagore without hability to the Mortagor until northest to the contrary by the Mortagor and should said premises at the time of such default be occupied by the Mortagor the Mortagor two apply to the Judge of the County Court or to any Judge of the Court of Councemble as who shall be as a last a profit appealing and rents after paying the cost of collection, to the mortagor debt without hability to account for each against the rents and profits actually collected.
- 13. That the Mortgigee, at its option, may require the Mortgiger to pay to the Mortgigee, 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 primiums that will next become due and payable on public is of mortgige generativeness of applicable), fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged primises of all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of mortles to dispect force or court primises. The date when such premiums, taxes and assessments will be due and payable, such sums to be held by Mortgage to pay socid primisms, taxes and assessments will be due and payable, such sums to be held by Mortgage to pay socid primisms, taxes and special assessments. Should these payments exceed the amount of payments to the held by the Mortgage for taxes, assessments for insurance primisms, the excess may be credited by the Mortgage on subsequent payments to be not be an to be Mortgager. All payments when the said spayments to the northern cases that at the ord of ten years from the Mortgage may amounts recessary to make up the deficiency. The Mortgager forthern cases that at the ord of ten years from the date hereof. Mortgager may, at its option paythe such presents the believe then termining due on the mortgage debt, and the Mortgager may, at its option paythe such presents the Mortgager shall repay to Mortgage such pressum payment, with interest, at the rate specified in such processory sofe, in equal of contilly over the remaining payment period.

100 BW.2

4