TOGETHER with all and singular the rights members hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining and all rights of action and rights of recovery to the said premises as well as all rights to all capital gains taxes and rebates and refunds of taxes and other governmental charges heretofore or hereafter paid in connection with the said premises it being the intention of the parties hereto that all such rights and benefits shall be a part of the property covered by the lien of this mortgage

TO HAVE AND TO HOLD all and singular the said premises unto the Mortgagee heirs successors and assigns forever

The Mortgagor represents and warrants that said Mortgagor is seized of the premises hereinabove described in fee simple absolute that the above described premises are free and clear of all liens or other encumbrances except that the Mortgagor shall have the right to continue the existing mortgage loan on the premises with Carolina First Bank and that the Mortgagor will forever warrant and defend the said premises unto the Mortgagee heirs 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 or maintenance charges with respect to the premises prior and to the Mortgagee for the payment of taxes or public assessments hazard insurance premiums or maintenance charges with respect to the premises and also for any loans or advances that may hereafter be made by the Mortgagee to the Mortgagor under 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 provisions 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 erected insured against loss by fire windstorm and other hazards in a sum not less than the balance due hereunder at any time or such greater amount as may be required by applicable regulations of any governmental body agency or instrumentality having jurisdiction over the Mortgagor or the Mortgagee and Mortgagor does hereby assign the policy or policies of insurance to the Mortgagee as further security for the payment of the indebtedness hereby secured and agrees that all such policies shall be held by the Mortgagee and shall contain loss payable clauses in favor of the Mortgagee and in the event of loss Mortgagor will give immediate notice thereof to the Mortgagee who may make proof of loss if not made promptly by Mortgagor and in the event of loss Mortgagor will promptly pay over to the Mortgagee the proceeds of any policy or policies of insurance and the Mortgagee is hereby authorized and empowered to endorse in the name of the Mortgagor any check draft or other instrument received in payment of any loss and Mortgagor hereby appoints the Mortgagee as its attorney in fact to endorse any such check draft or other instrument in payment of any loss and Mortgagee may make proof of loss if not made promptly by Mortgagor and in the event of any insurance money shall be paid to the Mortgagee the same may at the option of the Mortgagee be applied by the Mortgagee upon any indebtedness hereby secured in such order as the Mortgagee may determine or at the option of the Mortgagee the same may be paid over wholly or in part to the Mortgagor for the purpose of repairing or restoring the improvements on the premises Mortgagor shall not permit or suffer any lien of mechanics or materialmen to attach to the premises and Mortgagor will keep the improvements in good repair and will not commit or suffer any waste on the premises and will not do or suffer to be done anything which may increase the risk of fire or other casualty or liability Mortgagor will keep all buildings and improvements now or hereafter on the premises continuously insured as above provided in favor of the Mortgagee until the indebtedness hereby secured is fully paid and in the event Mortgagor fails to provide such insurance Mortgagee may but shall not be obligated to do so place such insurance for its benefit only and Mortgagor will reimburse Mortgagee upon demand for any premiums so paid

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 expense thereof to the indebtedness hereby secured and collect the same under this mortgage with interest as herein above provided

5 That the Mortgagee may at any time require the execution and maintenance of mortgage 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 at the option of the Mortgagor and the Mortgagee may pay said premiums and any amount so paid shall become a part of the mortgage debt

6 That Mortgagor agrees to pay all taxes and other public assessments levied against the mortgaged premises on or before the last dates thereof and to exhibit the receipts therefor at the option 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 Mortgagee agrees that the proceeds of any of the indebtedness hereby secured shall be disbursed to the Mortgagor or payable pursuant to such terms and conditions as may be agreed upon in accordance with the terms and conditions of a Construction Loan Agreement which is separately executed by the Mortgagor and incorporated herein by reference

8 That the Mortgagor will not permit or suffer the use of any premises for any purpose in violation of any ordinance or regulation of any governmental body agency or instrumentality having jurisdiction over the Mortgagor and should any such ordinance or regulation be violated the Mortgagee may at its option declare the indebtedness hereby secured to be immediately due and payable and may exercise any remedies provided herein for default in the payment of the indebtedness

9 That should the Mortgagor obtain the release and reconveyance of Sub Total Lot or Blocked Conveyance and the within mortgage indebtedness is not paid in full all the Mortgagor's right title and interest shall be assigned to and with the Association as additional security for the indebtedness and the Mortgagor shall pay the Association a fee for processing the assignment from the Association with respect to the Conveyance or Sub Total Lot or Blocked Conveyance and from the interest rate on the loan balance existing at the time of the release and for the remainder of the term of the loan balance to the maximum rate permitted to be charged at that time by applicable South Carolina law or a lesser interest rate as may be determined by the Association the Association shall credit the Mortgagor's account with the new interest rate and monthly payments and will send him a new payment Should the Mortgagor fail to comply with the provisions of the within paragraph the Mortgagee at its option may declare the indebtedness hereby secured 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 or other payments as above provided and the same shall be unpaid for a period of thirty (30) days or if there should be any default on any prior mortgage or other lien on the premises or if the Mortgagor or any stockholders of the Mortgagor set out in this mortgage the Mortgagee may give written notice to the Mortgagor at the last known address giving him thirty (30) days in which to cure the said default and if the Mortgagor fails to cure said default within the said thirty days the Mortgagee may at its option declare the entire indebtedness hereby secured immediately due and payable and may foreclose the lien of this mortgage and the Mortgagee may at its option increase 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 mortgage 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 or other payments as above provided and should any monthly installment become past due for a period in excess of 15 days the Mortgagee may collect a late charge not to exceed an amount equal to four (4%) per centum of any such past due installment in order to defray the cost of handling and processing such delinquent payments

12 That the Mortgagor hereby assigns to the Mortgagee its successors and assigns all the rents issues and profits accruing from the mortgaged premises reserving the right to collect the same so long as the said Mortgagor is not in default hereunder but upon default and during the continuance thereof the Mortgagee may at its option enter upon and take possession of said premises and may let the same for such rents and profits and apply the same to the indebtedness hereby secured after paying the cost of collection and reasonable attorneys fees incurred in enforcing payment Mortgagee agrees that the rents and profits actually collected less the cost of collection and reasonable attorneys fees incurred in enforcing payment shall be credited upon payments to Mortgagee to make all rental payments direct to the Mortgagee without liability to the Mortgagor and credited to the account of the Mortgagor 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 forthwith appoint a receiver to collect said rents and profits apply the same after payment of a receiver with authority to take possession of said premises and collect said rents and profits apply the same 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 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 for in said note a sum equal to the premiums that will next become due and payable on such hazard insurance policies as may be required hereunder 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 Mortgagor 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 be 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 payments on such terms as it may require covering the balance then remaining due on the mortgage debt and the Mortgagor may at its option pay the said payments required for the remaining years of the term or the Mortgagee may pay such premiums and add the same to the mortgage debt without liability to the Mortgagee to repay to Mortgagee such premium payment with interest at the rate specified herein and payments to be made monthly installments over the remaining payment period

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