

TO THE HIR with all rights regular the rights, covenants, terms, and conditions of the Mortgagor, and the Mortgagor agrees to warrant and defend the title to the property against all claim or appearance, and that all other persons and the executors, administrators, and trustees of the estate of the Mortgagor, and the heirs, successors, and assigns of the Mortgagor, shall be bound by and subject to all the covenants, terms, and conditions contained in this instrument, and that it is the intention of the parties hereto that all such interests and/or property shall be held in trust for the benefit of the Mortgagor, and the Mortgagor shall be entitled to the use and enjoyment of the property, and that it is the intention of the parties hereto that all such interests and/or property shall be held in trust for the benefit of the Mortgagor, and the Mortgagor shall be entitled to the use and enjoyment of the property.

**TO HAVE AND TO HOLD** all and singular the said premises unto the Mortgagor, his executors, and/or his successors.

The Mortgagor represents and warrants that said Mortgaged is owned by the Mortgagor at the time of the execution of this instrument, and that the Mortgagor has the right to convey the same, and that the above described premises are free and clear of all liens or other encumbrances, and that the Mortgagor will warrant and defend the title to the Mortgaged premises against all persons from and against the Mortgagor and every person whomsoever lawfully claiming thereunder except the test.

**THE MORTGAGOR COVENANTS AND AGREES AS FOLLOWS:**

1. That the Mortgagor will promptly pay the principal and interest on the indebtedness created by the said promissory note at the time and in the manner therein provided.
2. That this mortgage will secure the Mortgagor for any additional sums which may be advanced thereafter at the option of the Mortgagor, for the payment of taxes, or public assessments, hazard insurance premiums, or expenses of any kind, and/or expenses paid out by the Mortgagor, and also for any loans or advances that may hereafter be made by the Mortgagor to the Mortgagor under the provisions of this mortgage, and also for any loans or advances that may hereafter be made by the Mortgagor to the Mortgagor under the authority of Sec. 15-55, 1962 Code of Laws of South Carolina, as amended or substituted, all of which sums shall bear the 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 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 to carry policy or policies acceptable to the Mortgagor, and Mortgagor does hereby assign the policy or policies of insurance to the Mortgagor, and agrees that all such policies shall be held by the Mortgagor shall at no time, and shall include his payable address on each of the policies, and in the event of loss, Mortgagor will give notice in due time thereof to the Mortgagor by registered mail, and should the Mortgagor at any time fail to keep said premises insured or fail to pay the premiums for such insurance, then the Mortgagor may cause such improvements to be insured in the name of the Mortgagor and render itself for the cost of such insurance, with interest as hereinabove provided.
4. That the Mortgagor will keep all improvements up on the mortgaged premises in good repair, and should Mortgagor fail 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 Mortgagor may at any time require the issuance and maintenance of insurance upon the building or personal property located under the indebtedness secured hereby in a 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 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 due dates thereof and to exhibit the receipts therefor at the offices of the Mortgagor, promptly upon payment, and should 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 above 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 premises, above described, without the prior consent of the Mortgagor, and should the Mortgagor so encumber said premises the Mortgagor shall, at its option, deduct 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 abandon the mortgaged premises by Contract of Sale, Bond for Sale, 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 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 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 notify the Mortgagor or his Purchaser of the new interest rate and monthly payments, and will send him a new passbook. Should the Mortgagor, or his Purchaser, fail to comply with the provisions of the within paragraph, the Mortgagor, at its option, may deduct 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, may, at its option, increase the interest rate on the loan balance for the remaining term of the loan for a lesser term to the maximum rate per annum 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 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 Mortgagor hereby covenants 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 fee insurance premium, be past due and unpaid, the Mortgagor may without notice or further proceedings take over the mortgaged premises, if this shall be required by a tenet or tenents 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 any tenant is authorized, upon request by Mortgagor, to make all rental payments direct to the Mortgagor, without liability to the Mortgagor, until notified 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 requested or presiding in the county aforesaid for the appointment of a receiver with authority to take possession of said premises and collect 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 last day of each month until the note secured hereby is fully paid, the following sum 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 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 the 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 such sum shall be insufficient to make said payments when the same shall become due and payable, the Mortgagor shall pay to the Mortgagor any amount necessary to make up the deficiency. The Mortgagor further agrees that at the end of ten years from the date of the note secured hereby, the Mortgagor may, at its option, apply for renewal of mortgage, entirely or similar amount, if applicable, covering the balance hereof. Mortgagor may, at its option, apply for renewal of mortgage entirely or similar amount, if applicable, covering the balance of the term of the Mortgagee 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.