

**TITLE HERE** with all and singular the rights, liberties, franchises, privileges, immunities, and appurtenances to the same in any way incident or appertaining, and all and singular the debts, liabilities, and obligations to the same in any way incident or appertaining, shall be deemed to be a part of the realty, and all and singular the debts, liabilities, and obligations to the same in any way incident or appertaining, shall be deemed to be a part of the realty, and all and singular the debts, liabilities, and obligations to the same in any way incident or appertaining, shall be deemed to be a part of the realty.

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

The Mortgagee represents and warrants that said Mortgagee is secured at the time of the execution of this mortgage by a deed of trust, and that the above described premises are free and clear of all liens or other encumbrances, and that the Mortgagee has not provided to any person or persons under the same, and that the Mortgagee will thereupon, at the time of the execution of this mortgage, its heirs, assigns and successors, defend against the Mortgagee and every person who may hereafter lawfully claim to have any interest in the same.

#### THE MORTGAGOR COVENANTS AND AGREES AS FOLLOWS

1. That the Mortgagee will promptly pay the principal and interest on the promissory note secured by this mortgage at the times and in the manner therein provided.

2. That this mortgage will secure the Mortgagee for any additional sums which may be lawfully due hereon at the option of the Mortgagee for the payment of taxes, or public assessments, hazard insurance premiums, or repairs on 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 any law, statute, ordinance, or rule of court which shall be in effect at the same rate or rates as that provided in said Code of Laws, 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 created, insured against loss by fire, windstorm and other hazards in a sum not less than the balance of the loan at any time, and in a company or companies acceptable to the Mortgagee, and Mortgagee hereby assigns the policy or policies of insurance to the Mortgagee, and agrees that all such policies shall be held by the Mortgagee, should that same terminate and shall be the loss payable to the Mortgagee, and in the event of loss, Mortgagee will give a certificate of loss to the Mortgagee, and Mortgagee shall be bound to keep said premises insured and to pay the premium thereon, and in the event of loss, the Mortgagee may cause such improvements to be insured in the name of the Mortgagee and reimburse itself for the cost of such insurance, with interest as hereinabove provided.

4. That the Mortgagee will keep all improvements upon the mortgaged premises in good repair, and should Mortgagee fail to do so, the Mortgagee 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 Mortgagor and Mortgagee to execute upon the Mortgagee a promissory note secured by a deed of trust to pay the mortgage debt with the Mortgagee as beneficiary, and if the promissory note is not otherwise paid, the Mortgagee may pay said promissory note and any amount so paid shall become a part of the mortgage debt.

6. That Mortgagee agrees to pay all taxes and other public assessments levied against the mortgaged premises on or before the due dates thereof, and to withhold the receipts thereon at the option of the Mortgagee, and to pay the same, and should the Mortgagee 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 amount so paid to the mortgage debt, and collect the same under this mortgage, with interest as hereinabove provided.

7. That if this mortgage becomes a first mortgage, then the Mortgagee agrees that the principal amount of the indebtedness hereby secured shall be paid by the Mortgagee in periodic payments, as set forth in the provisions herein, in accordance with the terms and conditions of a Constant Loan Agreement which has separately executed, and which is a part of this mortgage, and incorporated herein by reference.

8. That the Mortgagee will not, at any time, release the mortgaged premises from the lien of the promissory note of the Mortgagee, and should the Mortgagee so release said premises, the Mortgagee shall be deemed to have released the indebtedness hereby secured to be immediately, lawfully, and fully satisfied, and no process shall be necessary to collect said indebtedness.

9. That should the Mortgagee become the Mortgagee, then the Mortgagee shall be deemed to have released the indebtedness hereby secured to be immediately, lawfully, and fully satisfied, and no process shall be necessary to collect said indebtedness.

10. That should the Mortgagee become the Mortgagee, then the Mortgagee shall be deemed to have released the indebtedness hereby secured to be immediately, lawfully, and fully satisfied, and no process shall be necessary to collect said indebtedness.

11. That should the Mortgagee fail to make payments of principal and interest on the promissory note and the same shall be unpaid for a period of thirty (30) days, then the Mortgagee shall be deemed to have released the indebtedness hereby secured to be immediately, lawfully, and fully satisfied, and no process shall be necessary to collect said indebtedness.

12. That should the Mortgagee fail to make payments of principal and interest on the promissory note and the same shall be unpaid for a period of thirty (30) days, then the Mortgagee shall be deemed to have released the indebtedness hereby secured to be immediately, lawfully, and fully satisfied, and no process shall be necessary to collect said indebtedness.

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