TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining, including all heating, plumbing, lighting and cooking fixtures and equipment now or hereafter attached to the premises, all of which fixtures and equipment the Mortgagor agrees to maintain in good working order at Mortgagor's expense during the term of this mortgage, and all of the rents, issues and profits which may arise or be had from the premises; it being the intention of the parties hereto that all such fixtures and equipment shall be considered a part of the real estate.

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 premises hereby conveyed in fee simple and has the right to convey the same; that the premises are unencumbered except for encumbrances of record; that Mortgagor will warrant and forever defend the title to the premises unto the Mortgagee and that Mortgagor will execute such further assurances thereof as may be requested by the Mortgagee. Mortgagor further covenants to warrant and forever defend all and singular the premises unto the Mortgagee from and against Mortgagor and all persons 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 the Note and any late charges as provided in the 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 levied or assessed against the premises, and also for any sums which may be advanced hereafter, at the option of the Mortgagee, for the preservation of the mortgaged property or the lien of this mortgage, all of which sums shall bear interest at the rate provided in the Note, unless otherwise agreed in writing. The provisions of Sec. 45-55-130(2) Code of Laws of South Carolina are waived. Any such additional sums shall bear interest at the same rate or rates as that provided in said note, unless otherwise agreed in writing. The principal sum secured by this mortgage, interest thereon, and all other sums due hereunder shall be payable at the office of the Mortgagee, unless otherwise provided in writing.

3. That Mortgagor will keep the improvements on the mortgaged premises now existing or hereafter erected insured against loss by fire, windstorm and other hazards in a sum not less than the full insurable value thereof, or in such lesser amount as may be approved by Mortgagee, and Mortgagor hereby assigns the policy or policies of insurance and any proceeds thereof to the Mortgagee, and Mortgagor has delivered or will deliver to the Mortgagee such policy or policies of insurance, with loss payable clauses attached in favor of and in form acceptable to the Mortgagee. In the event of loss Mortgagor will give prompt notice to the Mortgagee, and the Mortgagee may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

4. That Mortgagor will keep all improvements upon the mortgaged premises and all personal property subject to the lien of this mortgage free from liens superior to the lien of this mortgage, except for taxes not yet due and payable, and will pay and discharge when due all claims for labor performed and materials furnished therefor. Should the Mortgagor at any time fail to pay such taxes, assessments, insurance premiums, liens or claims for labor or materials, or fail to keep any of the buildings on the premises continuously insured as herein provided, or fail to keep the improvements on the premises in good repair, the Mortgagee may do such things as are necessary and expedient for the protection of the premises and the lien of this mortgage, including, but not limited to, the payment of such taxes, assessments, insurance premiums, liens or claims for labor or materials, or the purchase of insurance and the payment of premiums thereon, or the repair of the improvements on the premises, and all sums so paid by the Mortgagee, with interest thereon at the rate provided in the Note, shall be secured by this mortgage and shall be immediately due and payable by the Mortgagor to the Mortgagee without demand.

5. That the Mortgagor will keep the improvements on the mortgaged premises in good repair and will not commit or suffer any waste of the premises. The Mortgagee or its agents shall have the right to enter upon the premises at all reasonable times for the purpose of inspecting the premises. In the event of any condemnation proceeding affecting the premises, the Mortgagee is hereby authorized to intervene in the name of the Mortgagor and to prosecute such proceeding to settlement, or final judgment, and to receive and apply the proceeds thereof, after payment of all expenses incurred by the Mortgagee in connection therewith, including attorneys' fees, on the indebtedness secured hereby, whether or not then due, in such manner as the Mortgagee may elect. The Mortgagee is hereby assigned all compensation, awards, damages, claims, rights of action and proceeds of or on account of any damage or taking through condemnation, which the Mortgagor may be entitled to receive or may receive, and the Mortgagee is authorized to collect and receive the proceeds of any award or claim and to give proper receipts and acquittances therefor. Proceeds of any award or claim, after deduction of the expenses of collection, may be released to the Mortgagor or applied by the Mortgagee on account of the indebtedness secured hereby, whether or not then due, in such manner as the Mortgagee may elect. Any such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. That Mortgagor agrees to pay all taxes and other public charges which become a lien on the mortgaged premises before the same become delinquent, and to furnish the Mortgagee, upon demand, receipts evidencing such payments. If the Mortgagor fails to pay such taxes or charges, the Mortgagee may pay the same and charge the Mortgagor therefor. Any sum so paid by the Mortgagee shall be secured by this mortgage and shall be immediately due and payable by the Mortgagor to the Mortgagee without demand, with interest as provided in the Note.

7. That if this mortgage or any part thereof is insured or guaranteed by the Mortgagee pursuant to the National Housing Act, the Mortgagor will comply with all the provisions of the National Housing Act and regulations of the Mortgagee applicable to insured mortgages. Such regulations are incorporated herein by reference and in the event of any conflict between the terms and conditions of this mortgage and such regulations, the regulations shall control. Such regulations may, among other things, require immediate payment in full of all sums secured by this mortgage upon the occurrence of a default hereunder, or the execution by the Mortgagor of a workout agreement, and limit the Mortgagor's liability for deficiencies.

8. That if the Mortgagor fails to perform any of the covenants or agreements contained in this mortgage or if any action or proceeding is commenced which materially affects the Mortgagee's interest in the mortgaged premises, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then the Mortgagee at the Mortgagee's option may make such appearances, disburse such sums and take such action as the Mortgagee deems necessary, in its sole discretion, to protect the Mortgagee's interest, including, but not limited to, disbursement of attorneys' fees and entry upon the property to make repairs. Any amounts disbursed by the Mortgagee pursuant to this paragraph, with interest thereon, shall become additional indebtedness of the Mortgagor secured by this mortgage. Unless the Mortgagor and the Mortgagee agree to other terms of payment, such amounts shall be immediately due and payable and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate available to the Mortgagee which would not be contrary to applicable law. The Mortgagor hereby covenants and agrees that the Mortgagee shall not incur personal liability for any action taken by the Mortgagee pursuant to this paragraph 8. The Mortgagor further covenants and agrees that the Mortgagee shall not be required to enter upon the premises to make or perform any repairs or other actions.

9. That in the event the Mortgagor fails to make any payment when due under the Note or this mortgage or any other obligation secured hereby, or in the event of any default under any other mortgage or deed of trust encumbering the mortgaged premises, or any part thereof, whether such mortgage or deed of trust is superior or inferior to this mortgage, or in the event of any default under any instrument evidencing or securing any indebtedness secured by a lien on the mortgaged premises, or any part thereof, whether such lien is superior or inferior to this mortgage, then the Mortgagee may, at its option, declare the entire indebtedness evidenced by the Note and this mortgage immediately due and payable, and may proceed to foreclose this mortgage in any manner provided by law for the foreclosure of mortgages on real estate. The Mortgagee shall be entitled to collect all costs and expenses incurred in pursuing such remedies, including attorneys' fees and costs of documentary evidence, abstracts and title reports.

10. That the Mortgagee shall have the right to inspect the mortgaged premises at all reasonable times and access thereto shall be permitted for that purpose. The Mortgagee has no duty to examine the title, location, existence or condition of the property, nor shall the Mortgagee be responsible for any loss sustained by the Mortgagor as a result of any failure to exercise any rights hereunder. The Mortgagee shall not be obligated to perform or discharge any obligation, duty or liability of the Mortgagor arising under the lease or under this mortgage or otherwise with respect to the property, and the Mortgagor shall indemnify the Mortgagee against and hold it harmless from any and all liability, loss or damage which it may incur under the lease or under this mortgage or otherwise with respect to the property, and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the lease. Should the Mortgagee incur any such liability, loss or damage under the lease or under this mortgage or otherwise with respect to the property, or in the defense of any claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and the Mortgagor shall reimburse the Mortgagee therefor immediately upon demand.

11. That the Mortgagee may release any portion of the mortgaged premises for such consideration as it may require without, as to the remainder of the mortgaged premises, impairing the priority or validity of the lien hereof over the interests of persons not expressly released, and may agree with the Mortgagor to extend the time for payment or to alter the amount of the indebtedness secured hereby, or to alter any of the terms of the Note or this mortgage, and may release any party liable under the Note or this mortgage or grant any indulgence to any such party, all without affecting the priority or validity of the lien hereof over the interests of persons not expressly released, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or for any of the agreements contained herein.

12. That the Mortgagee may assign the Note and this mortgage, in whole or in part, and the rights and obligations hereunder of the Mortgagee and Mortgagor shall bind and inure to the benefit of their respective successors and assigns. The Mortgagor may not assign its rights or obligations hereunder or any interest in the mortgaged premises without the prior written consent of the Mortgagee.

13. That the Mortgagor will comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the property, including, but not limited to, all laws, ordinances, regulations and requirements relating to hazardous waste, toxic substances or environmental conditions on, under or affecting the property. The Mortgagor will promptly notify the Mortgagee in writing of any violation of any such laws, ordinances, regulations or requirements of which the Mortgagor becomes aware.

4328 RV-2