

**TOGETHER** with all and singular the rights, members, tenures, and appurtenances to the said building or other way marked or appertaining, including all alterations and renewals, shall be held by the Mortgagor, and shall be liable to full capital, interest, and all other expenses of collection, whether by suit or otherwise, and to all costs, charges, and expenses of the parties hereto that all such expenses and costs, and all other expenses, may be incurred in the recovery of the rights.

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

The Mortgagor represents and warrants that said Mortgagor does not at the time of making this mortgage, and agrees that the above described premises are free and clear of all liens or other encumbrances, except that the Mortgagor has a valid leasehold interest in the same, and that the Mortgagor will forever defend the same against the Mortgagor, his heirs, executors, and successors from and against the Mortgagor and every person whosoever having, by virtue of this instrument, a right against the same.

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

1. That the Mortgagor will promptly pay the principal and interest on the indebtedness as and by such promissory note at the times and in the manner therein provided.
2. That this mortgage will secure the Mortgagor for any additional sums which may be added thereto at the option of the Mortgagor, for the payment of taxes or public assessments, hazard insurance, plus taxes and assessments, plus premiums, at the provisions of this mortgage, and also advances of advances that may be made by the Lender to the Mortgagor under the authority of Sec. 45-55, 1942 Code of Laws of South Carolina, as such code may be amended, and that such advances shall bear interest at the same rate of interest as that provided in said note unless otherwise agreed upon by the parties, and shall be payable at the demand of the Mortgagor, and as 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, windstorms, and other hazards in a sum not less than the following: One hundred dollars per annum, or one thousand dollars to the Mortgagor, and Mortgagor does hereby assign the policy or policies to the Mortgagor, and agrees that all such policies shall be held by the Mortgagor, should it so require, and shall not be less than the amount of the Mortgagor, and in the event of loss, Mortgagor will give notice thereof to the Mortgagor, and if the Mortgagor, and the Mortgagor at any time fail to keep said premises insured or fail to pay the premiums thereon, then the Mortgagor may cause said improvements to be insured in the name of the Mortgagor, and to collect 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 Mortgagor, at its option, after notice and reasonable time, may repair the same, and charge the expenses for such repairs to the mortgaged 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 delivery of insurance, per the life of any person, selected under the indebtedness secured hereby, in a sum sufficient to pay the balance due, with the Mortgagor as beneficiary, and if the premiums are not otherwise paid, the Mortgagor may pay said premiums, and the same, and unpaid shall be 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 date fixed and to collect the same at the option of the officer of the Mortgagor, immediately upon payment, and should the Mortgagor fail to pay such taxes and assessesments when the same shall fall due, the Mortgagor may at its option, pay the same and charge the amounts so paid to the mortgaged debt, and that the same under this mortgage, as hereinabove provided.
7. That if the mortgage secures a "Construction Loan," the Mortgagor agrees that the principal amount of the indebtedness hereby secured shall be charged to the Mortgagor, and its expenses, as a construction process, in accordance with the terms and conditions of a Construction Loan, After which is separately executed, but is now a part of this mortgage, and incorporated herein by reference.
8. That the Mortgagor will make other arrangements, the same to be made, to the satisfaction of the party or parties to the Mortgagor, and should the Mortgagor, at its option, choose the Mortgagor, and its options, shall be the indebtedness hereby secured to be paid and payable, and such arrangements, and proceedings, to secure the same, shall be fully disclosed.
9. That should the Mortgagor, at the option and upon written notice of Sec. 45-55, 1942 Code of Laws of South Carolina, and the written notice given, collect the same, and pay the same, and release, shall be required to file with the Association an application for assumption of the mortgage, and shall pay the recording fees as required by the Association for processing the assumption, furnish the Association a copy of the Contract of Sale, based on the 1942 Code of Laws, and have the interest rate on the loan balance, as of the time of transfer, and shall be required to pay the interest 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 of the principal, and monthly payments, and will send him a new payoff statement if the Mortgagor fails to comply with the provisions of the within paragraph, the Mortgagor, at its option, may deduct the indebtedness hereby secured to be paid and payable and may institute any proceedings necessary to collect and satisfy debts.
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 law or the charter of the Mortgagor, or any stipulation, or condition 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 unpaid balance for the remaining term of the loan, or for a lesser term to the amount of a deper amount 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 agrees 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 other assessments, be past due and unpaid, the Mortgagor may without notice or further process, take over the mortgaged premises, if they shall be required by a tenant or tenants, and collect said rents and profits, and apply the same to the indebtedness hereby secured, without liability to be sued for anything more than the rents and profits actually collected, less the cost of collection, and no action is to be taken, except request by Mortgagor, to make all rental payments direct to the Mortgagor, without liability to the Mortgagor, and applied to the written by the Mortgagor, and should said premises at the time of such default be occupied by the Mortgagor, the Mortgagor may apply to the Justice of the County Court or to any Judge of the Court of Common Pleas who shall be competent, proceeding in the county, licensed for the appointment of a receiver with authority to take possession of said premises, and collect such rents and profits, applying said rents, after paying the cost of collection, to the mortgaged 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 first day of each month until the indebtedness is fully paid, the following sum in addition to the payments of principal and interest provided in said note, a sum equal to the premium that will next become due and payable on policies of mortgage, car, auto insurance, if applicable, fire, and other hazard insurance covering the mortgaged property, plus taxes, and assessments, if due on the mortgaged premises, all as estimated by the Mortgagor, less all sums already paid thereon, 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 paid to Mortgagor, to pay said premiums, taxes, and special assessments. Should these payments exceed the amount of premiums actually made by the Mortgagor for taxes, assessments, or insurance premiums, the excess may be credited to the Mortgagor on subsequent payments to be made by the Mortgagor; if, however, such sums shall be insufficient to make said payments when the same shall become due and payable, the Mortgagor shall pay to the Mortgagor any amounts necessary to make up the deficiency. The Mortgagor further agrees that at the end of ten years from the date hereof, Mortgagor may, at its option, apply for renewal of mortgage, or similar instrument, if applicable, covering the balance then remaining due on the mortgage debt, and the Mortgagor may, at its option, pay the same premium required for the remaining years of the term, or the Mortgagor may pay such premium and add the same to the mortgaged 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.