FOCH HER with all and singular the rights members, herefit and appartition as to the same following modern or appartition graph inguith inguilibrium stores and refrigeration heating or conditional apparent of histories will carpeting tensors and gates and any other equipment or fixtures as wer hereafter of the heat or if the condition with the parties hereto that all such instances and equipment other than to be held in the results of a partier the reality.

10 HAVE AND TO HOLD all and singular the said premises unto the Morteager, its socies and assigns forever

The Mortgegor represents and warrants that said Mortgegor is wood of the above described premises are free and clear of all hers or other encountraines, that the Mortgegor is learnly empowered to convey or encounter the same, and that the Mortgegor will forever defend the said premises in to the Mortgegor and every person whomsever lawfulls claiming or to claim the same crany part thereof.

THE MORIGAGOR COVENANTS AND AGREES AS FOLLOWS:

- I. That the Mortz (zor will promptly pay the principal and interest on the included class) ever rocal by such promissory note at the times and in the manner therein provided.
- 2. That this mortgage will scene the Mortgagee for any additional some which may be advanced hereafter, at the option of the Mortgagee, for the payment of trees, or public assessments, hazard insurance produces repairs or other such purposes pursuant to the provisions of this mortgage, and also for any loans or a lyances that may be reafter be made by the Mortgages to the Mortgager in her the authority of Sec. 15-55. 1962 Code of laws of South Carolina, as an ended or similar statutes, and all some social shall be an interest at the same rate or rates as that provided in said rose 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 erected, insured against loss by fire windstorm and other hizards in a sum not less than the balance due hereafter at any time and in a sampling companies acceptable to the Mortgager, 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 Mortgager should at so require and shall include loss payable chaos in favor of the Mortgagor, and in the event of loss, Mortgagor will give immediate notice thereof to the Mortgagor by registered much and should the Mortgagor at any time had to keep said premises provided or had to pay the premises for such insurance, then the Mortgagor may consessable improvements to be insured in the name of the Mortgagor and reindense itself for the cost of such insurance, with interest as hereinal-ove provided.
- 4. That the Mortz exor will keep all improvements upon the mortz iged premises in good repair, and should Mortz exor fail to do so the Mortz exer may at its option, enter upon said premises and make whatever repairs are necessary and charge the expenses for such repairs to the mortzage debt and collect the same under this mortgage with interest as hereinabove provided.
- 5. That the Mortzagee may at any time require the issuance and maintenance of insurance upon the life of any person obligated under the indebtedness secured lereby in a sum sufficient to pay the mortgage delit, with the Mortgagee as beneficiary, and it the premiums are not otherwise paid, 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 trues 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 Mortgager minochately upon payment, and should the Mortgager fail to pay such trues and assessments when the same shall full due, the Mortgager 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 nearly go occurs a "construction ban", the Mertzager agrees that the principal amount of the indebtedness hereby occured shall be distanced to the Mortgager in periodic payments, as construction progresses, in accordance with the terms and conditions of a Construction Lean Agreement which is separately executed but is made a part of this mortgage and incorporated herein by reference.
- S. That the Mortgagor will not further enjurider the premises above described, without the prior consent of the Mortgagoe, and should the Mortgagor so encumber such premises, the Mortgagoe may, at its option, declare the indebtedness hereby secured to be inimediately due and payable and may institute any proceedings necessary to collect said indebtedness.
- 9. That should the Mortzagor alreade the mortgaged premises by Contract of Sale, Bond for Title, 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 Title, 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 mail him a new passbook. Should the Mortgagor, or his Purchaser, full to comply with the provisions of the within paragraph, the Mortgagoe at its option, may declare the indebtedness hereby secured to be immediately due and payable and may institute any proceedings recessary 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 Mortgagoe, or any stipulations set out in this mortgage, the Mortgagoe 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 Mortgagoe, 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 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 Mertgagor ful 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 Mortgagoe 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 assigns to the Mortgagce, 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 fire insurance premiums, be past due and unpaid, the Mortgagee may without notice or further proceedings take over the mortgaged premises, if they shall be occupied by a tenant or tenants, and collect said rents and profits actually collected, less the cost of collection and any tenant is authorized upon respect by Mortgagee, to make all rental payments direct to the Mortgagee, without liability to the Mortgagor, until notified to the contrary by the Mortgagee; 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 be resident or presiding in the county aforesaid 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 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 in said note: a sum equal to the premiums that will next become due and payable on policies of mortgage guaranty 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 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 Mortgage 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 become due and payable, the Mortgagor shall pay to the Mortgagee may, at its option, apply for renewal of mortgage guaranty or similar insirance (if applicable) covering the balance then remaining due on the mortgage debt, and the Mortgagor may, at its option, apply for renewal of mortgage guaranty or similar insirance (if applicable) covering the balance then remaining due on the mortgage debt, and the Mortgagor may at its option, pay the single premium required for the remaining years of the term or the Mortgagoe may pay such premium and add the same to the mortgage debt, in which event the Mortgagor shall repay to Mortgagee such premium payment, with interest, at the rate specified in said promissory note, in equal monthly installments over the remaining payment period.

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