

TOGETHER with all and singular the rights, members, hereditaments, and appurtenances to the said building or in any way incident or appertaining including all built-in stoves and refrigerators, heating, air conditioning, plumbing and electrical fixtures, wall-to-wall carpeting, fences and gates, and any other equipment or fixtures now or hereafter attached, connected or fitted in any manner, it being the intention of the parties hereto that all such fixtures and equipment, other than household furniture, be considered a part of the realty.

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

The Mortgagor represents and warrants that said Mortgagor is seized of the above described premises in fee simple absolute, that the above described premises are free and clear of all liens or other encumbrances, that the Mortgagor is lawfully empowered to convey or encumber the same, and that the Mortgage will forever defend the said premises unto the Mortgagor, its successors and assigns from and against the Mortgagor and every person whenever 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 said 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 advanced hereafter, at the option of the Mortgagor, for the payment of taxes, or public assessments, hazard insurance premiums, repairs or other valid purposes pursuant to the provisions of this mortgage, and also for any loan or advances that may hereafter be made by the Mortgagor to the Mortgagor under the authority of Sec. 45-55, 1962 Code of Laws of South Carolina as amended, or similar statutes, and all sums so advanced shall bear 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 in a company or companies 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 as its trustee and shall include the payable classes in favor of the Mortgagor, and in the event of loss, Mortgagor will give immediate notice thereof to the Mortgagor by recorded 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 commence itself for 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 may, at its option, enter upon said premises and make whatever repairs are necessary 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 insurance and maintenance of insurance upon the life of any person obligated 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 immediately 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 work 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 encumber such premises, the Mortgagor may, at its option, reduce the indebtedness hereby secured to be immediately due and payable and may institute any proceedings necessary to collect said indebtedness.
9. That after the Mortgagor disburse the disbursed portions by Contract of Sale, Based the 1st of Dec 1 of Deed of Conveyance and the within indebtedness is not paid in full, the Mortgagor or his Purchaser shall be required to file with the Association an application for an acceleration of the debt, and shall pay the taxes, or cost as required by the Association, for preserving the assumption formed by the Association with respect to the Contract of Sale, Based the 1st of Dec 1 of Deed of Conveyance, and have the interest rate on the loan balance existing at the time of the acceleration fixed by adding 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 rate, if no interest rate is may be determined by the Association. The Association will issue to the Mortgagor a certificate of the new interest rate and monthly payments and will cause a copy of such certificate to be filed with the Association, and in compliance with the provisions of the within paragraph, the Mortgagor, at its option, may declare 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 set forth in the promissory note and the same shall be unpaid for a period of thirty (30) days or if there should be a default in the title with and abide by the laws or the charter of the Mortgagor or any of its subdivisions set forth in the charter of the Mortgagor, or if options are written in the Mortgagor or its last known address giving him thirty (30) days in which to correct the said default, should the Mortgagor fail to correct such default within the said thirty (30) days, the Mortgagor may, at its option, cause the same to be corrected by the servicer, or term of the loan or for a lesser term to the maximum principal amount permitted to be charged at that time by applicable South Carolina law, or a lesser interest rate as may be determined by the Association. The monthly payments will be as follows:
11. That should the Mortgagor fail to make payments of principal and interest as set forth in the promissory note and the same shall be unpaid for a period of one hundred and fifteen (115) days, the Mortgagor may collect a late charge not to exceed an amount equal to five (5%) per centum of any such past due installments, in addition to 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, income and profits accruing from the mortgaged premises, retain the right to collect the same so long as the title thereto is not in arrears of payment, but should any part of the principal, interest, taxes or other charges be unpaid for a period of one hundred and fifteen (115) days, the Mortgagor may without notice or other proceedings take over the mortgaged premises, if the same shall be unoccupied for ten (10) days and collect such rents and profits as will pay the costs of collection, and all expenses of holding and managing more than the rents and profits and will thereafter, less the cost of collection, and all expenses of holding and managing, request the Mortgagor to make all rental payments due next to the Mortgagor, without liability to the Mortgagor, and not to sue the Mortgagor, and should said process of the court of competent jurisdiction be served by the Mortgagor on the Mortgagor, or his Purchaser, or the County Clerk or to any Judge of the Circuit Court, the Mortgagor may, at its option, cause the same to be sold for the payment of a receiver, with authority to take possession of said premises and to sue for and collect all past due principal and interest, after paying the cost of collection to the mortgage holder, without liability to the Mortgagor, 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 notes and hereby is fully paid, the following sum as 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 upon the date of maturity, or if applicable, the date of final hazard insurance covering the mortgaged property, plus tax and assessments, less the amount of principal and interest paid prior to the date when such premium is due, and such amounts will be due and paid by Mortgagor to the Mortgagor, for principal and interest, and special assessments, etc., all due payments exceed the amount of principal and interest due by the Mortgagor, for principal and interest, or taxes and assessments, the excess may be retained by the Mortgagor as a prepayment to the Mortgagor, however, such sums shall be deducted from all payments when the amount of the principal and interest due by the Mortgagor to the Mortgagor, and amounts necessary to satisfy the deficiency. The Mortgagor further agrees that the note and the same to the date hereof, Mortgagor may, at its option, apply for renewal of mortgage, or extend the same, and shall pay all expenses of holding the balance remaining due on the mortgage debt, and the Mortgagor may, at its option, pay the same for the remaining years of the term of the Mortgage, may prepay a portion of said debt, and the same to the date hereof, and the Mortgagor shall repay to Mortgagor such prepayment payment with interest at the rate specified in said note, and shall pay all expenses over the remaining payment period.