

MORTGAGE OF REAL ESTATE

landlord in letting an unfurnished building similar to the one covered by these presents, which are or shall be attached to the said building by nails, screws, bolts, pipe connections, masonry or in any manner, are and shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, successors and assigns and all persons claiming by, through, or under them, and shall be deemed to be a part of the security for the indebtedness herein mentioned and to be covered by this mortgage.

It is agreed that in consideration of the making of the loan secured hereby, the mortgagor has waived, released and relinquished, and hereby waives, releases and relinquishes the benefit of The Mortgage Foreclosure Procedure Act, the Deficiency Judgment Act and of all moratorium or other laws which have been or which may hereafter be, passed by the legislature of the State of South Carolina affecting the mortgagor's liability for the debt secured hereby, or the enforcement of the lien of this mortgage, and covenants and agrees that notwithstanding the mortgagor may be occupying the mortgaged property, nevertheless immediately upon and from any foreclosure proceedings hereon being begun the occupancy of the mortgagor shall be as tenant at the same rental hereinafter provided in case of holding over after completion of sale

To Have and to Hold all and singular the said premises unto the said City Loans, Incorporated its successors and assigns forever. And the mortgagor binds himself, his heirs, executors, and administrators, to warrant and forever defend all and singular the said premises unto the said City Loans, Incorporated its successors and assigns from and against the mortgagor, his heirs, executors, administrators and assigns, and all other persons whomsoever, lawfully claiming or to claim the same, or any part thereof.

And it is agreed, by and between the said parties, that the said mortgagor (which expression herein shall include his, her or its successors, heirs, executors, administrators or assigns), shall and will forthwith insure the house and buildings on said land, and keep the same insured in companies satisfactory to the mortgagee, from loss or damage by fire and/or windstorm in the sum of three-fourths of the value thereof and assign the policy of insurance to the said mortgagee (which expression herein shall include its successors, or assigns), and in case he or they shall at any time neglect or fail so to do, then the said mortgagee may cause the same to be insured in its own name, and reimburse itself for the premium and expenses of such insurance under this mortgage.

In case any insured buildings or improvements on said premises are destroyed or damaged by fire or windstorm, the sum or sums collected from said insurance may, at the option of the mortgagor, be applied either to the payment of the debt secured by this mortgage, or under the direction of the mortgagee, to the reconstruction of the buildings or improvements so destroyed or damaged.

It is further agreed that the mortgagor shall promptly pay as the same becomes due all taxes, liens, judgments or assessments which may be lawfully assessed against the property hereby mortgaged, or in default thereof, the holder of this mortgage may pay the same and be reimbursed under this mortgage.

And it is further agreed, that said mortgagor shall not do or suffer any act to be done in, upon or about said premises, or any part thereof, whereby the value of said mortgaged property shall be impaired or weakened as a security for said debt:

Provided, Always, Nevertheless, And it is the true intent and meaning of the parties to these presents, that if the said mortgagor do and shall well and truly pay, or cause to be paid, unto the said mortgagee, the said debt or sum of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of the said bond, note or other obligation, or assessments, then this deed of