

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in any wise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said premises unto the said Lexington County Savings & Loan Association, its successors and assigns, forever, and the said mortgagor does hereby bind himself, his heirs, executors and administrators to warrant and forever defend all and singular the said premises unto the said Association, its successors and assigns, from and against himself, his heirs, executors, administrators and assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.

AND IT IS AGREED, that said mortgagor, his heirs, executors or administrators will keep the improvements now existing or hereafter erected on the mortgaged property insured, as may be required from time to time, by Lexington County Savings & Loan Association against loss by fire, tornado, and other hazards, casualties and contingencies, in such amounts, and for such periods, and in companies approved by the said Association, and will pay promptly, when due, any premiums on insurance, and assign said policy or policies of insurance to the said Lexington County Saving & Loan Association. In the event that the mortgagor should at any time fail to insure said premises or pay the premium thereon, then the said Association may cause the buildings to be insured in its name and reimburse itself for the premiums and expenses of such insurance under this mortgage, with interest as herein provided. 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.

AND IT IS FURTHER AGREED, that the said mortgagor, his heirs, executors, administrators and assigns, shall promptly pay all taxes, assessments, and governmental charges imposed and chargeable upon said property and shall furnish to the Association due and proper proof of such payments, and in default thereof, that the said association, its successors or assigns, may, at its option, pay the same and charge the amounts so paid to the mortgage indebtedness and collect the same under this mortgage with interest thereon at the same rate charged upon the principal indebtedness, whereupon the entire debt secured by this mortgage shall immediately become due and payable, if the said Association shall so elect.

AND IT IS FURTHER AGREED, that the said mortgagor, his heirs, executors, administrators or assigns, 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 security for said debt; and it is further agreed, as a part of the consideration for the loan herein secured, that the said mortgagor shall keep the premises herein described in good repair, and should he fail to do so, the Association, its successors or assigns, may enter upon said premises, make whatever repairs are in its judgement necessary, and charge the expense for such repairs to the mortgage debt and collect the same under this mortgage, with interest at the same rate charged upon the principal indebtedness.

UPON breach of the terms of this obligation, the mortgagor does hereby assign, set over and transfer into the said Association, its successors and assigns, all rents and profits accruing from the premises hereinabove set forth as additional security for the mortgage indebtedness, and if at any time any part of said debt, interest, insurance premium or taxes shall be due and unpaid, said Association may (provided the premises hereinabove described are occupied by a tenant or tenants), without further proceedings, take over the property and collect said rent and profits, and apply the same to the payment of the indebtedness, insurance premiums, interest and principal without liability to account for anything more than the rents and profits actually collected less reasonable costs of collection; and should said premises be occupied by the mortgagor and the payments hereinabove provided for become past due and unpaid, then it is agreed that the Association, its successors and assigns, may apply to any Court of competent jurisdiction for the appointment of a Receiver, with authority to take charge of the mortgaged premises, designate a reasonable rental to be paid by the mortgagor, and collect the same, and apply the net proceeds thereof, after the payment of costs of collection, upon said indebtedness, interest, taxes or insurance premiums, without liability to account for anything more than the rents and profits actually collected. The right is reserved unto the said Association to have a Receiver appointed by a Court of competent jurisdiction at all time upon default in the payment of any of the monthly installments herein provided for.

AND IT IS AGREED, that, at the option of the Association herein, one-twelfth (1/12) of the annual taxes and fire insurance premiums shall be paid to the Association on the first day of each month with the installments of principal and interest as herein provided for, which amounts shall be held by the Association and applied to the payment of the taxes and insurance premiums on the due dates thereof, without any liability on the part of the Association to pay interest thereon.

AND IT IS FURTHER AGREED, between the parties hereto that all lighting fixtures, wiring and accessories thereto, all heating apparatus, including gas heaters, hot water tanks, furnaces, circulating heaters, and all equipment in connection therewith of every nature or kind, and all fences, including gates, and all plumbing fixtures and connections thereto shall be deemed fixtures and a part of the real estate herein described, and shall be secured by this mortgage, whether such fixtures were attached prior to or after the execution of this mortgage.

All rights and powers herein conferred are cumulative of all other remedies and rights allowed by law and may be pursued concurrently.