

0318

TOGETHER with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident or appertaining, including all built-in stoves and refrigerators, heating, air conditioning, plumbing and electric 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 Mortgagee, its successors and assigns forever.

The Mortgagor represents and warrants that said Mortgagee 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 Mortgagor will forever defend the said premises unto the Mortgagee, its successors and assigns, from and against the Mortgagor and every person whomsoever 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 Mortgagee for any additional sums which may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, or public assessments, hazard insurance premiums, repairs or other such purposes pursuant to the provisions of this mortgage, and also for any loans or advances that may hereafter be made by the Mortgagee to the Mortgagor under the authority of Sec. 45-55, 1962 Code of Laws of South Carolina, 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 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 hazards in a sum not less than the balance due hereunder at any time and in a company or companies acceptable to the Mortgagee, and Mortgagee does hereby assign the policy or policies of insurance to the Mortgagee and agrees that all such policies shall be held by the Mortgagee should it so require and shall include loss payable clauses in favor of the Mortgagee, and in the event of loss, Mortgagor will give immediate notice thereof to the Mortgagee by registered 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 Mortgagee may cause such improvements to be insured in the name of the Mortgagor and reimburse itself for the cost of such insurance, with interest as herein above provided.

4. That the Mortgagor will keep all improvements upon the mortgaged premises in good repair, and should Mortgagor fail to do so the Mortgagee may, at its option, enter upon said premises and make whatever repairs are necessary, and charge the expenses for such repairs to the mortgage debt and collect the same under this mortgage, with interest as herein above provided.

5. That the Mortgagee may at any time require the issuance 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 Mortgagee as beneficiary, and if 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 taxes and other public assessments levied against the mortgaged premises on or before the 15th day thereof and to exhibit the receipts therefor at the offices of the Mortgagee immediately upon payment, and should the Mortgagor fail to pay such taxes and assessments when the same shall fall due, the Mortgagee 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 Mortgagee agrees that the principal amount of the indebtedness hereby secured shall be disbursed to the Mortgagor in periodic payments, as set forth in the promissory note, in accordance with the terms and conditions of a Construction Loan Agreement which is separately executed, but which is a part of this mortgage, and incorporated herein by reference.

8. That the Mortgagee will, at the expense of the Mortgagor, cause to be recorded in the public records of the Mortgagee, and should the Mortgagee cause to be recorded such proceedings, the Mortgagee hereby certifies that the indebtedness hereby secured to be immediately due and payable and may institute any proceedings necessary to collect said indebtedness.

9. That should the Mortgagee desire to sell the mortgaged premises by Contract or Sale, by Life Estate, or Deed of Conveyance, and the within mortgage indebtedness is not paid in full, the Mortgagee and his heirs, assigns and assigns shall be required to file with the Association an application for the assumption of this mortgage indebtedness, pay the fees as set forth as required by the Association for processing the assumption, furnish the Association with a copy of the Contract or Sale, by Life Estate or Deed of Conveyance, and have the interest rate on the loan balance existing at the time of the sale reduced by the amount of the commission on the sale, the balance to the maximum rate permitted to be charged in that state by applicable State Code laws, or a lesser rate or an interest rate as may be determined by the Association. The Association will, for the Mortgagee, cause to be recorded the new interest rate and monthly payments, and will mail him a new schedule of the Mortgagee's monthly payments, and should the Mortgagee fail to comply with the provisions of the paragraph, the Mortgagee, 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 due on the promissory note and the same shall be unpaid for a period of thirty (30) days or if there shall be any failure to comply with any law, rule or by-law of the charter of the Mortgagee, or any stipulations set forth in this mortgage, the Mortgagee, at his option, may write to the Mortgagor at his last known address giving him thirty (30) days in which to remedy the said default, and if the Mortgagor fails to remedy said default within the said thirty days, the Mortgagee may, at its option, cause the indebtedness hereby secured to be immediately due and payable for the remaining term of the loan or for a lesser term to the maximum rate permitted to be charged in that state by applicable State Code laws, or a lesser rate or an interest rate as may be determined by the Association. The monthly payments will be computed 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 Mortgagee, at its option, may charge, not to exceed an amount equal to five (5%) per centum of any such past due installment in order to cover the extra expenses, due to the handling of such delinquent payments.

12. That the Mortgagee hereby assigns to the Mortgagee, its successors and assigns, all the rents, issues and profits accruing from the mortgaged premises, retaining the right to collect the same as long as the debt hereby secured is not in arrears of payment. But should any part of the principal indebtedness or interest thereon be in arrears of payment, the Mortgagee, at his option, may without notice or further proceedings take over the mortgaged premises or they shall be occupied by a tenant or tenants and collect said rents and profits and apply the same to the indebtedness hereby secured, with the right to accept for anything more than the rents and profits actually collected, less the cost of collection, and loss to any such tenant or tenants, upon request by Mortgagee, to make all rental payments direct to the Mortgagee, without liability to the Mortgagee and contrary to the contrary by the Mortgagee, and should said premises at the time of such default be occupied by the Mortgagee, the Mortgagee may apply to the Judge of the County Court or to any Judge of the Court of General Sessions who shall have jurisdiction of the county, docketed for the appointment of a receiver with authority to take possession of said premises and collect all 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, fire and other insurance (if applicable), fire and other hazard insurance covering the mortgaged property, plus taxes and assessments levied on the mortgaged premises, all as estimated by the Mortgagee, less all sums already paid therefor, divided by the number of months in the note. Before one month prior to the date when such premiums, taxes, and assessments will be due and paid, by 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 Mortgagee 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 any amounts necessary to make up the deficiency. The Mortgagor further agrees that, at the end of ten years from the date hereof, Mortgagee may, at its option, apply for renewal of mortgage, principal or subordinate, 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 Mortgagor 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.

4328 RV-2