किन्द्र करने । स्टब्स्ट कर के ^{स्टब्स्}ट

TOGETHER with all and singular the rights, members, hereditaments, and appartenances to the same belonging 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 Mortgagee, 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 Mortgagor will forever defend the said premises unto the Mortgagoe, 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 MORIGAGOR COVENANTS AND AGREES AS FOLLOWS:

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- 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 bereafter, 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 Liws of South Carolina, as amended, or similar statutes, and all soms 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 Mortgager 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 much and should the Mortgagor at any time fail to keep said premises insured or fail to pay the premisms for such insurance, then the Mortgagoe 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 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 mortgage debt and collect the same under this mortgage, with interest as hereinabove 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 indebtodness secured hereby in a sum sufficient to pay the nortgage 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 due dates thereof and to exhibit the receipts therefor at the offices of the Mortgagee immediately upon payment, and should the Mortgager fall 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 neartgage, with interest as above provided.
- 7. That if this mortgage secures a "construction loan", the Mortgagor agrees that the principal amount of the indebtedness bereby secured shall be dishursed to the Mortgagor in periodic payments, as construction 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 Mortgagoe, and should the Mortgagor so encumber such premises, the Mortgagor may, at its option, declare the indebtedness hereby secured to be immediately due and payable and may institute any proceedings necessary to collect said indebtedness.
- 9. That should the Mortgazor alienate 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 Mortgazor 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 lean 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 Mortgager or his purchaser of the raw interest rate and monthly payments, and will mail him a new passbook. Should the Mortgager, or his Purchaser, full to comply with the provisions of the within 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 should be any failure to comply with and abide by any by-laws or the charter of the Mortgagor, or any stipulations set out in this mortgage, the Mortgagor 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 Mortgagor, may at its option, increase the interest rate on the loan bullarice for the remaining term of the loan or for a lesser term to the maximum rate per arruma permetted 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.
- II. That should the Mortzager full to make playments of principal and interest is due on the promissary note and should any monthly installment become past due for a period in curss of 15 days, the Mortzager 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 berely assigns to the Mortgagoe, its successors and assigns, all the rents issues, and profits according from the mortgagod premises retaining the right to collect the same so long as the debt hereby second is not in arrears of payment, but should any part of the principal indebtedness, or interest, taxes, or fire insurance premiums, he put due and impaid, the Mortgagoe may without rectice or further proceedings take over the mortgagod premises, if they shall be occupied by a traint or tenants, and collect said rents and profits and apply the same to the indebtedness hereby secured, without liability to account for anything more than the rents and profits actually collected, less the cost of collection, and any tenant is authorized upon request by Mortgagoe, and should said premises at the time of such default be occupied by the Mortgagor, the Mortgagor may apply to the Judgo of the County Count or to any Judgo of the Court of Common Fleas 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 paycing the cost of collection, to the mortgago debt without liability to account for anything more than the rents and profits actually collected.
- 13. That the Mortzagee, at its option, may require the Mortzagor to pay to the Mortgagee, on the first day of each month until the note secured bereby is fully paid, the following sums in addition to the payments of principal and interest provided in said note: a sum equal to the promiums that will next become due and payable on polocos of nontgage guaranty insurance of applicable), fire and other hazard insurance covering the mortgaged property also taxes and assessments next due on the mortgaged promises (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of nonths to elapse before one nonth prior to the date when such premiums taxes and assessments will be due and payable, such sums to be field 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 Mortgagee shall pay to the Mortgagee any amounts recessary to make up the deficiency. The Mortgager forther agrees that at the end of ten years from the date bereof. Mortgagee may, at its option, apply for renewal of mortgage guaranty or similar insurance (if applicable) covering the balance then remaining due on the mortgage debt, and the Mortgager may at its option, pay the single premium required for the remaining years of the term or the Mortgage may pay such premium and add the same to the mortgage debt, in which event the Mortgager 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.