ا 🕬 الله المنبع الروائلية التقليدونان الله 😕 ا

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TOGETHER with all and singular the rights, members bereditainents and appartenances to the same belonging or in any way incident or appertaining, including all built-in stoves and refrigerators beating air conditioning, plunding and electrical fixtures wall to wall carpeting, fences and gates and any other excorpanent or fixtures now or beceatter attached contracted or fixted in any manner, it being the intention of the parties hereto that all such fixtures and example of than household furniture, be considered a part of the reality.

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 serred of the above described premises in fee simple absolute, that the above described premises are free and clear of all liens or other encombrances, that the Mortgagor is lawfully empowered to convey or encombra the same; and that the Mortgagor will forever defend the said premises unto the Mortgagor, 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 MORTGACOR 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, 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 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 Mortgagor does hereby assign the policy or policies of insurance to the Mortgagoe 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 Mortgagoe, and in the event of loss, Mortgagor will give immediate notice thereof to the Mortgagoe by registered mail, and should the Mortgagor at any time fast to keep said premises insured or fast to pay the premiums 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 hereinabore 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 deld and collect the same under this mortgage, with interest as hereinabove provided.
- 5. That the Morteagee may at any time require the issuance and maintenance of insurance upon the life of any person obligated under the indefedences secured hereby in a sum sufficient to pay the incetaage deld, with the Morteagee as brindiciary, and if the premiums are not otherwise paid, the Morteagee may pay said premiums and any amount so paid shall become a part of the mortgage deld.
- 6. That Mortgagor agrees to pay all taxes and other public assessments leved against the mortgaged premises on or before the doe 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 deld and collect the same under this mortgage, with interest as above provided.
- 7. That if this mortcage secures a "construction foun", the Mortcagor agrees that the principal amount of the indebtedness bereby secured shall be distrusted to the Mortcagor in principal 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 information.
- S. That the Markenga will set further encounter the parameter above described, without the paica consent of the Morkengae, and should the Markengae so concurred such parameters. the Markengae may, at its option, declare the mideledness berein; secured to be immediately due and payable and may motitude any proceedings necessary to collect and indefeduess.
- 9. That should the Mortgagor alumine the mortgaged gremises by Contract of Sale, Bond for Title, or Deed of Conveyance, and the within mortgage middledness is not paid in full, the Mortgagor or his Furchaser shall be required to file with the Association an application for an assumption of the mortgage middledness, 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 boar bolinose existing at the time of transfer modified by increasing the interest rate on the said kian balance to the maximum rate per attenum perintied 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 Mortgagor or his purchaser of the new interest rate and monthly payments and will mail him a new passbook. Should the Mortgagor, or his Furchaser, fail to comply 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 undebtedness.
- 10. That should the Mortgagor fail to make payments of principal and interest as due on the promisory rote and the same shall be ampaid for a period of thirty (30) days or of there should be any failure to comply with and above by any by-laws or the charter of the Mortgagor, or any stipulations set out in this mortgagor, 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 hom balance for the remaining term of the loan or for a lesser term to the maximum rate per amount permitted to be charged at that time by applicable South Carrdina law, or a lesser increase rate as may be determined by the Association. The mortally payments will be adjusted accordingly.
- 11. That should the Mortgagor fail to make payments of principal and interest as due on the promissory rate and should any morably installment become past due for a period in excess of 15 days, the Mortgagor may collect a "late charge" rat 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 herely assigns to the Mortgagor, its successors and assigns all the reads, issues, and profits accruing from the mortgagod premises, retaining the right to collect the same so long as the deld hereby secured is not in arrears of payment, but should any part of the grincipal indebtedness, or interest, taxes, or fire insurance premium, he past due and unpaid, the Mortgagor may without notice or further proceedings take over the interlaged premises, if they shall be occupied by a tenant or tenants, and collect said reads and profits and aggly the same to the indebtedness hereby secured, without liability to account for anything more than the reads and profits actually collected, less the cost of collection, and any tenant is authorized upon request by Mortgagor, the make all reads payments direct to the Mortgagor without liability to the Mortgagor, the Mortgagor may apply to the Mortgagor, and should said premises at the time of such default be occupied by the Mortgagor, the Mortgagor may apply to the Jodge of the County Court or to any Judge of the Court of Common Pleas 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 reads and profits applying said reads, after paying the cost of collection, to the mortgage delit without liability to account for anything more than the reads and profits actually collected.
- 13. That the Meetgagee, at its option, may require the Mortgages to pay to the Mortgagee, on the first day of each month until the note secured hereby is fully graid, the following sums in addition to the payments of principal and interest provided in said rote: a sum equal to the premiums that will next become due and payable on pedicies of mortgage guaranty insurance (if applicable), fire and other hazard insurance covering the mortgaged property, plus taxes, and assessments next due on the mortgaged premises (all as estimated by the Mortgagee) less all sums already paid therefor, divided by the number of months to clapse before one month prior to the date when such premiums, taxes, and assessments will be due and payable, 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 Mortgage 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 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 Mortgagor may, at its option, apply for renewal of mortgage guaranty or similar insurance (if applicable) covering the balance then remaining due on the mortgage 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 promissors note, in equal monthly installments over the remaining payment period.

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