

11. **Obligations Of Mine And Of Persons Taking Over My Rights Or Obligations; Agreements Concerning Construction** 360x1605 PAGE 851

Subject to the terms of Paragraph 14 below, if applicable, any person who takes over my rights or obligations under this Mortgage will have all of my rights and will be obligated to keep all of my promises and agreements made in this Mortgage. Similarly, any person who takes over your rights or obligations under this Mortgage will have all of your rights and will be obligated to keep all of your agreements made in this Mortgage.

If more than one person signs this Mortgage as Mortgagor, each of us is fully obligated to keep all of Mortgagor's promises and obligations contained in this Mortgage. You may enforce your rights under this Mortgage against each of us individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under the Note and under this Mortgage. However, if one of us does not sign the Note, then: (a) that person is signing this Mortgage only to give that person's rights in the Property to you under the terms of this Mortgage; and (b) that person is not personally obligated to make payments or to act under the Note.

The captions and titles of this Mortgage are for convenience only. They may not be used to interpret or to define the terms of this Mortgage.

Any terms defined in this Mortgage include the masculine, feminine, and neuter genders and the singular and plural.

12. **Agreements About Giving Notices Required Under This Mortgage**

Any notice that must be given to me under this Mortgage will be given by delivering it or by mailing it addressed to me at the address designated by me as my residence address. A notice will be delivered or mailed to me at a different address if I give you a notice of my different address. Any notice that must be given to you under this Mortgage will be given by mailing it to your address stated in Paragraph (C) of the section above entitled "Words Used In This Document". A notice will be mailed to you at a different address if you give me a notice of the different address. A notice required by this Mortgage is given when it is mailed or when it is delivered according to the requirements of this Paragraph 12. My residence address is \_\_\_\_\_

13. **Law That Governs This Mortgage**

South Carolina law governs this Mortgage. If any term of this Mortgage or of the Note conflicts with the law, all other terms of this Mortgage and of the Note will still remain in effect if they can be given effect without the conflicting term. This means that any terms of this Mortgage and of the Note which conflict with the law can be separated from the remaining terms, and the remaining terms will still be enforced.

\_\_\_\_\_ Paragraph 14 below applies only to first lien mortgages and only if the Mortgagor has initialed the blank appearing before this sentence.

14. **Agreements About Assumption Of This Mortgage And About Lender's Rights If Mortgagor Transfers The Property Without Meeting Certain Conditions**

If I sell or transfer all or part of the Property or any rights in the Property, any person to whom I sell or transfer the Property may take over all of my rights and obligations under this Mortgage (known as an "assumption of the Mortgage") if certain conditions are met. Those conditions are: (a) I give you prior written notice of the sale or transfer; (b) you agree that the person's credit is satisfactory; (c) the person agrees to pay interest or finance charges on the amount owed to you under the Note and under this Mortgage at whatever rate you require; and (d) the person signs an assumption agreement that is acceptable to you and that obligates the person to keep all of the promises and agreements made in the Note and in this Mortgage. If I sell or transfer the Property and each of the conditions in (a), (b), (c) and (d) of this paragraph is satisfied, you will release me from all of my obligations under the Note and under this Mortgage.

If I sell or transfer the Property and the conditions in (a), (b), (c) and (d) of this Paragraph 14 are not satisfied, I will still be fully obligated under the Note and under this Mortgage, and you may require me to pay the entire unpaid balance of what I owe you under the Note and this Mortgage. However, you will not have the right to require me to pay what I owe you under the Note and this Mortgage as a result of certain transfers. Those transfers are: (i) the creation of liens or other claims against the Property that are inferior to this Mortgage; (ii) a transfer of rights in household appliances to a person who provides me with the money to buy those appliances, in order to protect that person against possible losses; (iii) a transfer of the Property to surviving co-owners, following the death of a co-owner, when the transfer is automatic according to law; (iv) leasing the Property for a term of three years or less, as long as the lease does not include an option to buy.

15. **Foreclosure**

If (a) I fail to pay the Note (if a single payment obligation) when due or you require immediate payment of the unpaid balance of the Note because an event listed in the Note has occurred, (b) the prospect of my performance under the terms of this Mortgage is significantly impaired, or (c) you reasonably believe that your ability to realize on the Property is significantly impaired, then you can exercise any rights which the law gives you, including foreclosing this Mortgage, and you can purchase the Property at a foreclosure sale if you are the highest bidder.

I agree that if a suit is brought to collect what I owe you or to foreclose this Mortgage, I will be liable for reasonable expenses incurred by you in realizing on the Property, and for reasonable attorney's fees not in excess of fifteen percent (15%) of the unpaid debt, and that these expenses will be secured by this Mortgage. If the proceeds of the foreclosure sale are not enough to pay what I owe you under the Note and this Mortgage and the expenses involved in a suit to collect what I owe you and/or to foreclose this Mortgage, then I will be personally liable for the difference.

16. **Receiver Of Rents**

If you start an action to collect the debt secured by this Mortgage or to foreclose this Mortgage, then you have the right to have a receiver appointed of the rents and profits of the Property. This receiver will pay any rents or profits collected first toward any costs or expenses incurred in connection with the appointment of the receiver, next to any costs or expenses incurred in the execution of duties as receiver, and finally to the payment of the debt secured by this Mortgage.

17. **Future Advances**

Upon my request, you, at your option, prior to discharge of this Mortgage, may make future advances to me which will be secured by this Mortgage (known as "future advances"). Any such future advances, together with interest or finance charges on these future advances, will be secured by this Mortgage if I execute a note or loan agreement which says that the future advances are secured by this Mortgage. The maximum principal amount which this Mortgage can secure, not including any amounts you advance under Paragraph 5 of this Mortgage, is US \$ \_\_\_\_\_

18. **Your Obligation To Discharge This Mortgage When The Note And Mortgage Are Paid In Full**

When you have been paid all amounts due under the Note and under any notes or loan agreements for future advances and under this Mortgage, you will discharge this Mortgage. I will not be required to pay you for this discharge, but I will pay all costs of recording the discharge in the proper official records.

19. **Note Terms Made A Part Of Mortgage**

The terms of the Note and any other notes or loan agreements for future advances are made a part of this Mortgage.

20. **Changing This Mortgage**

This mortgage may be changed only if you and I both give our written consent.

21. **Waiver Of Homestead**

To the extent allowed by law, I waive all right of homestead exemption in the Property.