

1993 878

Mortgagee shall pay all taxes, assessments and charges as may be lawfully levied against the Property within thirty (30) days after the same shall become due. In the event the Mortgagor fails to pay all taxes, assessments and charges as herein required, then Mortgagee, at its option, may pay the same and the amount paid shall be added to the Obligation secured by this Mortgage, and shall be due and payable by Mortgagor to Mortgagee upon demand of Mortgagee.

2. **INSURANCE.** Mortgagor shall keep all improvements on said Property insured against fire, theft and other perils and for such amounts not exceeding that amount necessary to pay the maximum Obligation secured by this Mortgage and is hereby obligated to the Mortgagee. Mortgagor shall purchase such insurance, pay all premiums thereof and deliver to Mortgagee such policies along with evidence of premium payments as long as the Obligation secured hereby remains unpaid. If Mortgagee fails to purchase or cause to be purchased such insurance, it shall be deemed that Mortgagee has accepted the risk of loss of the Property and shall be liable for the purchase of such insurance. Such amounts paid by Mortgagee shall be added to the Obligation secured by this Mortgage, and shall be due and payable upon demand by Mortgagor to Mortgagee.

3. **TAXES, ASSESSMENTS, CHARGES.** Mortgagor shall pay all taxes, assessments and charges as may be lawfully levied against the Property within thirty (30) days after the same shall become due. In the event the Mortgagor fails to pay all taxes, assessments and charges as herein required, then Mortgagee, at its option, may pay the same and the amount paid shall be added to the Obligation secured by this Mortgage, and shall be due and payable by Mortgagor to Mortgagee upon demand of Mortgagee.

4. **PRESERVATION AND MAINTENANCE OF PROPERTY.** Mortgagor shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property. Upon the failure of the Mortgagor to so maintain the Property, the Mortgagee may, at its option, enter the property and cause reasonable maintenance work to be performed. Any amounts paid by Mortgagee shall be added to the Obligation secured by this Mortgage, and shall be due and payable by Mortgagor to Mortgagee upon demand of Mortgagee.

5. **TRANSFER OF THE PROPERTY; DEED ON SALE.** If the Mortgagor sells or transfers all or part of the Property or any rights in the Property, any person to whom the Mortgagor sells or transfers the Property may take over all of the Mortgagor's rights and obligations under this Mortgage (known as an "assumption of the Mortgage") if certain conditions are met. Those conditions are:

- (A) Mortgagor gives Mortgagee notice of sale or transfer;
- (B) Mortgagee agrees that the person qualifies under its then usual credit criteria;
- (C) The person agrees to pay interest on the amount owed to Mortgagee under the Agreement and under this Mortgage at whatever rate Mortgagee requires; and
- (D) The person signs an assumption agreement that is acceptable to Mortgagee and that obligates the person to keep all of the promises and agreements made in the Agreement and in this Mortgage.

If the Mortgagor sells or transfers the Property and the conditions in A, B, C and D of this section are not satisfied, Mortgagee may require immediate payment in full of the Agreement, foreclose the Mortgage, and seek any other remedy allowed by the law. However, Mortgagee will not have the right to require immediate payment in full or any other legal remedy 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, such as other mortgages, materialman's liens, etc.
- (ii) a transfer of rights in household appliances, to a person who provides the Mortgagor with the money to buy these 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; and
- (iv) leasing the Property for a term of three (3) years or less, as long as the lease does not include an option to buy.

6. **WARRANTIES.** Mortgagor covenants with Mortgagee that he is seized of the Property in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all liens and claims and that he will warrant and defend the title against the lawful claims of all persons whomsoever, except for the exceptions hereinafter stated. Title to the Property is subject to the following exceptions:

- 7. **WAIVER.** The Mortgagor waives and relinquishes all rights of exemption and homestead.
- 8. **PRIOR LIENS.** Default under the terms of any instrument secured by a lien to which this Mortgage is subordinate shall constitute default hereunder.

9. **ACCELERATION; REMEDIES.** Upon Mortgagor's breach of any covenant or agreement of Mortgagor in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Mortgagee prior to acceleration shall mail notice to Mortgagor of the Right to Cure. If the breach is not cured on or before the date specified in the notice, Mortgagee at Mortgagee's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Mortgagee shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports, all of which shall be additional sums secured by this Mortgage.

10. **APPOINTMENT OF RECEIVER.** Upon acceleration under paragraph 9 hereof or abandonment of the Property, Mortgagee shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect all rents of the Property, including those past due. All rents collected by the receiver shall be applied first to payment of the costs of the management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

IN WITNESS WHEREOF the said Mortgagors have hereunto set their hands and seals on the date first written above.

Signed, Sealed and Delivered
In the Presence of

B. N. SULLIVAN (SEAL) Richard Diddel (SEAL)

Karen Sue Swearing (SEAL)

State of South Carolina

Greenville County

PROBATE

Personally appeared before me the undersigned witness and made oath that he saw the within named Richard Diddel sign, seal and deliver the within Mortgage and that he with the other witness named above witnessed the execution thereof.

Sworn to before me this Sixteenth (16th) day of September, 1993

of Keller, D. H. H. Notary Public for South Carolina
My commission expires: 9-18-90

State of South Carolina
Greenville County

RENUNCIATION OF DOWER

I, the undersigned Notary Public, do hereby certify that the undersigned wife of the Mortgagor did this day appear before me and, upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the Mortgagee, its successors and assigns, all her interest and estate and also her right and claim of dower in or to all and singular the Property

Sworn to before me this _____ day of _____, 19____

N/A
(Wife of Mortgagor)

Notary Public for South Carolina
My commission expires: _____

RECORDED SEP 21 1993 9181
at 9:37 A.M.

main sec
SEP 21 1993
X 0181 X

\$13,000.00
1.8 Acres

B 790

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