

"This Mortgage and the Note which it secures are given pursuant to the Resolution by the Board of Directors of said Foothills Delta P, Inc. authorizing and directing the giving of same."

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in any wise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said premises unto the said SECURITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF SOUTH CAROLINA, its successors and assigns forever.

AND the said Mortgagor does hereby bind himself, his heirs, executors and administrators to warrant and forever defend all and singular the said premises unto the said SECURITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF SOUTH CAROLINA, its successors and assigns, from and against the Mortgagor, his heirs, executors, administrators and assigns, and each and every other person lawfully claiming or to claim the same or any part thereof.

AND IT IS AGREED, by and between the said parties, that the said Mortgagor, his heirs, executors or administrators, shall and will forthwith insure the house and buildings on said land in a company or companies approved by the Board of Directors of said Association, and keep the same insured from loss or damage by fire in a sum equal to the face amount of the note secured hereby, and that he will insure the said house and buildings against any other hazard as may now or hereafter be required by the Association, and assign the policy or policies of insurance to the said Association, its successors or assigns; and in case the Mortgagor shall at any time neglect or fail to do so then the said Association, its successors or assigns, may cause the same to be insured in its or their own name, and reimburse itself or themselves for the premium and expenses of such under the mortgage, whereupon the entire debt secured by this mortgage shall immediately become due and payable, if the Association shall so elect.

AND IT IS FURTHER AGREED, that the said Mortgagor, his heirs, executors, administrators and assigns, shall promptly pay all taxes, assessments and governmental charges imposed and chargeable upon said property and shall furnish to the Association due and proper proof of such payments, and in default thereof, that the said Association, its successors or assigns may pay the same and reimburse itself or themselves under this mortgage, whereupon the entire debt secured by this mortgage shall immediately become due and payable, if the Association shall so elect.

AND IT IS FURTHER AGREED, that the said Mortgagor, his heirs, executors, administrators or assigns, shall not do or suffer any act to be done, in, upon or about said premises, or any part thereof, whereby the value of said mortgaged property shall be impaired or weakened as security for said debt; and it is further agreed, as a part of the consideration for the loan herein secured, that the Mortgagor shall keep the premises herein described in good repair, and should he fail to do so, the Association, its successors or assigns, may enter upon said premises, make whatever repairs are in its judgment necessary, and charge the expense for such repairs to the mortgage debt and collect the same under this mortgage, with interest at the same rate charged upon the principal indebtedness.

AND the Mortgagor does hereby assign, set over and transfer unto the said SECURITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF SOUTH CAROLINA, its successors and assigns, all the rents and profits accruing from the premises hereinabove described, retaining, however, the right to collect said rents so long as the payments herein set out are not more than one month in arrears, but if at any time any part of said debt, interest, insurance premiums, taxes or assessments, shall be past due and unpaid, said Association may (provided the premises herein described are occupied by a tenant or tenants), without further proceedings, take over the property herein described, and collect said rents and profits and apply the same to the payment of taxes, insurance premiums, interest and principal, without liability to account for anything more than the rents and profits actually collected, less the cost of collection; and should said premises be occupied by the Mortgagor, or his grantee, and the payments hereinabove set out become past due and unpaid, then the Mortgagor does hereby agree that said Association, its successors or assigns, may apply to any Judge of a Court of competent jurisdiction, at Chambers or otherwise, for the appointment of a Receiver, with authority to take charge of the mortgaged premises, designate a reasonable rental, and collect the same and apply the net proceeds thereof (after paying costs of collection) upon said debt, interest, taxes, assessments, and insurance premiums, without liability to account for anything more than the rents and profits actually collected.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if the said Mortgagor do and shall well and truly pay, or cause to be paid, unto the said SECURITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF SOUTH CAROLINA, its successors or assigns, the said debt or sum of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of the said note or obligation, and all insurance premiums, taxes and assessments, then this deed of bargain and sale shall cease, determine and be utterly null and void. But in case of default of payment under any of the terms of said note, or in case the said Mortgagor, his heirs, executors or administrators, shall neglect or fail to pay the taxes and assessments upon the said property, or shall neglect or fail to insure the house and buildings on said land, and keep the same insured as aforesaid, or shall in any other wise fail to comply with or carry out the terms of said note and the covenants and conditions of this mortgage, then upon the violation of any or all of said terms, covenants and agreements, the whole amount of said debt, at the option of the said Association, its successors or assigns, shall become due and collectable at once, anything before or in said obligation contained to the contrary notwithstanding.

1631

1609