

And the said Mortgagee... that he is lawfully seized in fee of the property... except a mortgage **XX** on Lot 116, Section A, Englewood Estates, Greenville County, S. C., to United Federal Savings & Loan Association... September 11, 1979.

in the **Greenville**... **1480** at page **229** that he has a good and lawful right to sell and convey... against the lawful claims and demands of successors... and to become due on the property... keep the buildings thereon insured... in an amount satisfactory to said Mortgagee... the Mortgagee attached to said policy... the amount of the insurance money paid shall be applied... And it is further agreed that in the event that the Mortgagor shall fail to pay and keep up said taxes, assessments for streets or other improvements... hereby authorized to do so and to pay therefor... from the date of payment at the rate of eight percent per annum.

PROVIDED ALWAYS NEVERTHELESS that if the said Mortgagor shall well and truly pay or cause to be paid unto the said Mortgagee, its successors or assigns, the said debts and sums of money aforesaid, with interest thereon if any shall be due, according to the true intent and meaning of this instrument and of said note and the conditions therein written, then this deed of bargain and sale shall cease and be void, notwithstanding its full force and authority.

And it is also covenanted and agreed that in default in the payment of said promissory note above described, or on failure to pay the said taxes, assessments for streets or other improvements, and insurance as agreed, or on failure of the Mortgagor to keep and perform any of the covenants herein contained, then, in any one of these events, the whole amount of the indebtedness hereby secured, shall become due and payable at the option of the lawful owner and holder of said note and of this security be and become due and payable notwithstanding anything herein before or in said note contained to the contrary notwithstanding, such option to be exercised at the option of the Mortgagee.

And it is covenanted and agreed that if at any part of the Property or an interest therein is sold or transferred by Mortgagor without Mortgagee's prior written consent, including at the option of the Mortgagor a purchase money security interest subordinate to this mortgage, (b) the creation of a purchase money security interest for household appliances transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Mortgagee may at its option, declare all the sums secured by this mortgage to be immediately due and payable. Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, Mortgagee and the Mortgagor, or the property to be sold or transferred reach agreement in writing that the credit of such purchase money security interest shall be applied to the interest payable on the sums secured by this mortgage shall be at such rate as Mortgagee shall determine if the required assumption fee is paid. If Mortgagee has waived the option to accelerate and if Mortgagor's successor in interest has executed a written assumption agreement accepted in writing by Mortgagee, Mortgagee shall release Mortgagor from all obligations under this Mortgage and note. If Mortgagee exercises such option to accelerate, Mortgagee shall mail Mortgagor notice of acceleration by registered mail with return receipt requested not less than 30 days from the date the notice is mailed within which Mortgagor may pay the sums secured by this Mortgage or may tender to Mortgagee funds to pay such sums prior to the expiration of such period. Mortgagee may, without further notice, commence foreclosure proceedings in any court permitted under this Mortgage.

And it is covenanted and agreed that the said Mortgagee may hereby assign, set over and transfer to the said Mortgagee, its successors or assigns, all of the rents, issues and profits of the said mortgaged premises accruing and falling due from and after the service of summons issued in an action to foreclose this mortgage after default in the conditions thereof. In the event Mortgagee exercises its option to accelerate or in the event the mortgaged premises are sold, Mortgagee shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the mortgaged premises and to collect the rents, issues and profits of the mortgaged premises, including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the mortgaged premises and collection of rents, including but not limited to, receiver's fees, premiums or receiver's bonds and reasonable attorney's fees, and then to the sums secured by this mortgage. And it is further agreed that in the case of foreclosure of this mortgage, by suit or otherwise, the Mortgagee shall recover of the Mortgagor the expense of advertising, selling and conveying, including reasonable attorney's fees and other reasonable costs of foreclosure, which shall be secured by this mortgage, and shall be included in judgment of foreclosure. And it is further agreed that in case an action or proceeding is commenced which mutually affects Mortgagee's interest in the mortgaged premises, Mortgagee shall recover from Mortgagor on demand the expense incurred in protecting its interest, including but not limited to reasonable attorney's fees and costs expended.

And it is covenanted and agreed that neither the Mortgagor nor its successors or assigns to exercise any option to declare the maturity of any debt secured by this mortgage, nor to forego or diminish or waive of its right to exercise such option, or to declare such forfeiture, either as to any part of the debt secured, and it is further agreed that no terms or conditions contained in this mortgage can be waived, altered or changed except as authorized in writing and signed by all parties hereto.

The noteholder hereunder is authorized, for the account of the Mortgagor, to make any required payments under any lien prior hereto, or under this mortgage, the non-payment of which would constitute a default, including but not limited to principal and/or interest payments, taxes and fire insurance premiums. All sums so advanced shall bear interest at the highest rate allowed under South Carolina law, from the date of the advance to the date of repayment, shall attach to and become part of the lien created hereunder shall become payable at any time on demand therefore and the failure to pay the same on demand shall, at the noteholder's option constitute a default hereunder giving rise to all of the remedies herein provided in the event of other defaults.

The Mortgagor shall have the right to anticipate payment of this debt in whole or in part at any time and shall receive a rebate for any unearned interest, which rebates shall be computed in accordance with the Actuarial Method.

All appraisements and homesteaded taxes shall be the responsibility of the Mortgagor.

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