

0386

VOL 1644 PAGE 386

Together with all and singular the rights, members, hereditaments and appurtenances to the Property belonging or in any wise incident of appertaining,

TO HAVE AND TO HOLD all and singular the Property unto Mortgagee, its successors and assigns, forever.

And Mortgagors do hereby bind themselves to WARRANT AND FOREVER DEFEND all and singular the Property unto Mortgagee from and against themselves and all other persons lawfully claiming or to claim the Property or any part of that Property.

PROVIDED, ALWAYS, that if Mortgagors shall well and truly pay unto Mortgagee all sums of money evidenced by the Agreement, or any and all future advances which Mortgagee shall make to Mortgagors under the Agreement up to the maximum amount shown as the Line of Credit, and shall pay the taxes, insurance premiums and other amounts herein mentioned at the time and in the manner specified in the Agreement, then these presents and the estate hereby granted shall cease, determine and be void, and thereupon the satisfaction and discharge of this instrument may be completed and executed by the duly appointed and acting Manager of Mortgagee.

And Mortgagors, for themselves and for their heirs and assigns, hereby covenant with Mortgagee as follows:

1. Mortgagors shall insure the mortgaged buildings erected on the Property against such hazards, in such amounts and with such carriers as may be approved by Mortgagee, and shall assign the policy or policies of insurance to Mortgagee, and in case they shall at any time fail or neglect so to do, then Mortgagee may cause the Property to be insured in its name or as interests may appear, and reimburse itself for the premiums and expenses of that insurance, with interest at the rate shown in the Agreement, and the buildings shall stand secured by this Mortgage.

2. Mortgagors shall pay as the same may become due, all taxes by whatsoever authority legally imposed on the Property and in case they shall at any time neglect or fail to pay these taxes, then Mortgagee may pay such taxes, and reimburse itself for the same with interest thereon at the rate, shown in the Agreement, and that the same shall stand secured by this Mortgage.

3. Upon default in the payment of any Scheduled Monthly Payment in accordance with the terms of the Agreement, or of any insurance premium, taxes or assessments or in the performance of any of the requirements contained in the Agreement or of any of the conditions of this Mortgage, then Mortgagee, subject to the provisions of the South Carolina CPC with respect to default and the right to cure the default, shall have the right to declare the entire amount of the debt secured by this Mortgage to be immediately due and payable, and to proceed to enforce the collection of the same, together with interest, reasonable attorney's fees not in excess of 15% of the Unpaid Balance of the revolving loan account secured hereby and all other amounts secured hereby or permitted by law.

4. The holder of this Mortgage, in any action to foreclose the same, shall be entitled, without regard to the value of the Property or the adequacy of any security for the Mortgage debt, to the appointment of a receiver of the rents and profits of the Property, and such rents and profits are hereby, in the event of any default in the payment of the Agreement according to its terms, assigned to the holder of this Mortgage.

5. If Mortgagors transfer title to the Property, Mortgagee may allow the transferee of the Property to assume the debt secured by this Mortgage. By assuming the debt, transferee will be promising to pay the loan evidenced by the Agreement according to the terms of that Agreement. Mortgagee may refuse transferee permission to assume the loan. If Mortgagee so refuses, Mortgagee has the option to adopt one of two courses of action, as follows:

- (a) Declare the Unpaid Balance at the time of transfer of title at once due and payable
- (b) Agree with transferee to new loan terms.

If Mortgagee consents to assumption, additional charges paid by Mortgagors may be as follows:

- (a) Fee for credit report relating to transferee
- (b) Assumption Fee equal to 1% of Unpaid Balance at time of assumption up to a maximum of \$250.00

5070 3 JA18 84 055

4.00CD

4328-W-23