

TOGETHER with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident or appertaining, including all built-in stoves and refrigerators, heating, air conditioning, plumbing and electrical fixtures, wall to wall carpeting, fences and gates, and any other equipment or fixtures now or hereafter attached or fixed in any manner, it being the intention of the parties hereto that all such fixtures and equipment, other than household furniture, be considered a part of the realty.

TO HAVE AND TO HOLD all and singular the said premises unto the Mortgagor, its successors and assigns forever.

The Mortgagor represents and warrants that said Mortgagor is seized of the above described premises in fee simple absolute, that the above described premises are free and clear of all liens or other encumbrances, that the Mortgagor is lawfully empowered to convey or encumber the same, and that the Mortgagor will forever defend the said premises unto the Mortgagor, its successors and assigns, from and against the Mortgagor and every person whomsoever lawfully claiming or to claim the same or any part thereof.

THE MORTGAGOR COVENANTS AND AGREES AS FOLLOWS:

1. That the Mortgagor will promptly pay the principal and interest on the indebtedness evidenced by said promissory note at the times and in the manner therein provided.
2. That this mortgage will secure the Mortgagor for any additional sums which may be advanced hereafter, at the option of the Mortgagor, for the payment of taxes, or public assessments, hazard insurance premiums, repairs or other such purposes pursuant to the provisions of this mortgage, and also for any loans or advances that may hereafter be made by the Mortgagor to the Mortgagor under the authority of Sec. 15-55, 1962 Code of laws of South Carolina, as amended, or similar statutes, and all sums so advanced shall bear interest at the same rate or rates as that provided in said note unless otherwise agreed upon by the parties and shall be payable at the demand of the Mortgagor, unless otherwise provided in writing.
3. That Mortgagor will keep the improvements on the mortgaged premises, whether now existing or hereafter to be erected, insured against loss by fire, windstorm and other hazards in a sum not less than the balance due hereunder at any time, and in a company or companies acceptable to the Mortgagor, and Mortgagor does hereby assign the policy or policies of insurance to the Mortgagor and agrees that all such policies shall be held by the Mortgagor should it so require and shall include loss payable clauses in favor of the Mortgagor, and in the event of loss, Mortgagor will give immediate notice thereto to the Mortgagor by registered mail, and should the Mortgagor at any time fail to keep said premises insured or fail to pay the premiums for such insurance, then the Mortgagor may cause such improvements to be insured in the name of the Mortgagor and reimburse itself for the cost of such insurance, with interest as hereinabove provided.
4. That the Mortgagor will keep all improvements upon the mortgaged premises in good repair, and should Mortgagor fail to do so the Mortgagor may, at its option, enter upon said premises and make whatever repairs are necessary and charge the expenses for such repairs to the mortgage debt and collect the same under this mortgage with interest as hereinabove provided.
5. That the Mortgagor may, at any time, require the issuance and maintenance of insurance upon the life of any person obligated under the indebtedness secured hereby in a sum sufficient to pay the mortgage debt, with the Mortgagor as beneficiary, and if the premiums are not otherwise paid, the Mortgagor may pay said premiums and any amount so paid shall become a part of the mortgage debt.
6. That Mortgagor agrees to pay all taxes and other public assessments levied against the mortgaged premises on or before the due dates thereof and to exhibit the receipts therefor at the offices of the Mortgagor immediately upon payment, and should the Mortgagor fail to pay such taxes and assessments when the same shall fall due, the Mortgagor may, at its option, pay the same and charge the amounts so paid to the mortgage debt and collect the same under this mortgage with interest as aforesaid provided.
7. That if this mortgage secures a "construction loan", the Mortgagor agrees that the principal amount of the indebtedness hereby secured shall be disbursed to the Mortgagor in periodic payments, as construction progresses, in accordance with the terms and conditions of a Construction Loan Agreement which is separately executed but is made a part of this mortgage and incorporated herein by reference.
8. That the Mortgagor will not further encumber the premises above described without the prior consent of the Mortgagor, and should the Mortgagor so encumber such premises the Mortgagor may, at its option, declare the indebtedness hereby secured to be immediately due and payable and may institute any proceedings necessary to collect said indebtedness.
9. That should the Mortgagor alienate the mortgaged premises by Contract of Sale, Deed for Life, or Deed of Conveyance, and the within mortgage indebtedness is not paid in full, the Mortgagor or his Purchaser shall be required to file with the Association an application for an assumption of the mortgage indebtedness, pay the recording fees as required by the Association for processing the assumption, furnish the Association with a copy of the Contract of Sale, Deed for Life, or Deed of Conveyance, and have the interest rate on the loan balance existing at the time of the assumption by increasing the interest rate on the loan balance to the maximum rate per annum permitted to be charged at that time by applicable State, County and local laws, or lesser rate or interest rate as may be determined by the Association. The Association will then release the Mortgagor from responsibility for the new interest rate and monthly payments, and will record home a new mortgage in the Mortgagor's name, and shall collect with the proceeds of the within paragraph the Mortgagor, at its option, to reduce the indebtedness to the extent to which the same is due and payable and may institute any proceedings necessary to collect said indebtedness.
10. That should the Mortgagor fail to make payments of principal and interest as shown on the promissory note and the same shall be unpaid for a period of thirty (30) days or more, should he fail to comply with and observe the laws or the charter of the Mortgagor or fail to pay taxes or other charges, the Mortgagor may, at its option, sue the Mortgagor in his last known address giving him thirty (30) days in which to meet the first date of trial, and if the Mortgagor fails to meet and defend within the said thirty (30) days, the Mortgagor may, at its option, sue the entire balance of the indebtedness on the remaining term of the loan or the lesser term to the date when the principal and interest are paid in full, plus interest at the rate of six percent (6%) per annum, South Carolina law, or a lesser interest rate as may be determined by the Association, the resulting judgment to be collected as hereinabove provided.
11. That should the Mortgagor fail to make payments of principal and interest as shown on the promissory note and default in monthly installment payments for a period in excess of 15 days, the Mortgagor may, at its option, sue the Mortgagor for an amount equal to five (5%) per centum of any such past due installment in addition to interest at the rate of six percent (6%) per annum to the handling of such delinquent payments.
12. That the Mortgagor hereby agrees to the Mortgagor, obtain written releases, all the rents, issues and profits arising from the mortgaged premises during the period that the same is held by the Mortgagor, and to collect all amounts of payment due, should any part of the principal and interest or any part thereof be unpaid, by the Mortgagor, and upon the Mortgagor, and may, without notice or further process, cause to be removed from the mortgaged premises, the Mortgagor, his agent or tenant or tenants and collect said rents and profits and apply the amount of the same to the payment of the principal and interest for nothing more than the rents and profits actually collected less the cost of collection, and for any expenses incurred by Mortgagor to make all rental payments due to the Mortgagor, and to sue the Mortgagor for the amount due to the Mortgagor, and should said premises, at the time of sale, be held by the Mortgagor, the Mortgagor may apply to the Judge of the County Court or any Judge of the Court of Common Pleas, or any other judge or magistrate, for a writ of execution to the amount of a receiver with authority to take possession of and sue for the same, to collect the same, and to pay off the cost of collecting, to the mortgage debt without liability to the Mortgagor for any rents and profits actually collected.
13. That the Mortgagor, at its option, may require the Mortgagor to pay to the Mortgagor, on the first day of each month until the note secured hereby is fully paid, the following sum, which shall be the sum of principal and interest on said note, plus an amount equal to the premium that will next become due and payable, plus the amount of any taxes, insurance, or other charges, and other amounts necessary, covering the mortgaged property, plus the amount of any other expenses, including attorney's fees, which the Mortgagor, less the amount of principal due to the Mortgagor, on the first day of each month, plus the amount of any taxes and insurance, and other amounts, if any, due to the Mortgagor, on the first day of each month, plus the amount of any other expenses, including attorney's fees, which the Mortgagor, less the amount of principal due to the Mortgagor, on the first day of each month, plus the amount of any taxes and insurance, and other amounts, if any, due to the Mortgagor, on 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