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 premises before mentioned unto the said **PALMETTO SAVINGS AND LOAN ASSOCIATION OF LAURENS**, its successors and assigns forever.

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, and that he has good right and lawful authority to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever. The Mortgagor further covenants to warrant and forever defend all and singular the premises unto the **PALMETTO SAVINGS AND LOAN ASSOCIATION OF LAURENS**, its successors and assigns, forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

That he will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the **PALMETTO SAVINGS AND LOAN ASSOCIATION OF LAURENS** against loss by fire, tornado, and other hazards, casualties and contingencies, in such amounts, and for such periods, and in companies approved by the said Association, and will pay promptly, when due, any premiums on such insurance, and assign said policy or policies of insurance to the said Association. In the event that the Mortgagor should at any time fail to insure said premises or pay the premiums thereon, then the said Association may cause the buildings to be insured in its name and reimburse itself for the premiums and expenses of such insurance under this mortgage with interest as herein provided. In the event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

And the Mortgagor hereby agrees to pay all taxes and other governmental assessments (except where the taxes are required to be paid into the Association in monthly installments), against this property on or before the last day of each calendar year, and to exhibit the tax receipts to an official of the **PALMETTO SAVINGS AND LOAN ASSOCIATION OF LAURENS**, immediately upon payment, which procedure shall continue until all amounts due under this mortgage have been paid in full; and should the Mortgagor fail to pay said taxes or other governmental charges and the insurance premiums, including life insurance premiums where the Association is designated as beneficiary, whether the Mortgagor is insured or a member of his family, due on said property or violate any of the conditions herein contained, the Association may at its option pay the same and charge the amount so paid to the mortgage indebtedness and collect the same under this mortgage with interest at the same rate, and said Association may further, at its option, declare the entire indebtedness under this mortgage and the note secured thereby to be immediately due and payable, anything hereinabove in this instrument contained to the contrary notwithstanding.

And it is hereby 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 in tenable condition, and should he fail to do so, the Association, its successors or assigns may enter upon said premises, make whatever repairs are necessary, and charge the expenses for such repairs to the mortgage debt and collect 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 **PALMETTO SAVINGS AND LOAN ASSOCIATION OF LAURENS**, its successors and assigns, all rents and profits accruing from the premises hereinabove set forth as additional security for the mortgage indebtedness, and if at any time any part of said debt, interest, insurance premiums or taxes shall be due and unpaid, said Association may (provided the premises hereinabove described are occupied by a tenant or tenants) without further proceedings, take over the property and collect said rents and profits and apply the same to the payment of the indebtedness, insurance premiums, interest and principal, without liability to account for anything more than the rents and profits actually collected less reasonable costs of collection; and should said premises be occupied by the Mortgagor and the payments hereinabove provided for become past due and unpaid, then it is agreed that the Association, its successors and assigns, may apply to any Judge of the Court of the State of South Carolina at Chambers or otherwise for the appointment of a Receiver, with authority to take charge of the mortgaged premises, designate a reasonable rental to be paid by the Mortgagor, and collect the same, and apply the net proceeds thereof, after the payment of costs of collection, upon said indebtedness, interest, taxes or insurance premiums, without liability to account for anything more than the rents and profits actually collected. The right is reserved unto the said Association to have a Receiver appointed by a Court of competent jurisdiction at all times upon default in the payment of any of the monthly installments herein provided for.

It is also agreed that if at any time the said Association should accept any prepayment of the principal indebtedness due hereunder, that such acceptance of prepayment shall not constitute a waiver by said Association of any of its rights under this mortgage or the note secured thereby.

And it is further agreed between the parties hereto that all lighting fixtures, wiring and accessories thereto, all heating apparatus, including gas heaters, hot water tanks, furnaces, circulating heaters, and all equipment in connection therewith of every nature or kind, and all fences, including gates, and all plumbing fixtures and connections thereto, shall be deemed fixtures and a part of the real estate herein described, and shall be secured by this mortgage whether such fixtures were attached prior to or after the execution of this mortgage.

And if all or substantial part of the property is transferred without association's prior written consent, the entire balance may be declared payable immediately, and in any event Association must approve of such new purchaser and approve the terms, including interest, payments and amortization schedules, which must be agreed to in writing by the new owner.

And lastly it is agreed by and between the parties hereto that all the covenants herein shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. And the Mortgagor to hold and enjoy said premises until default of payment shall be made. But if he shall default in the payment of said monthly installments, or default in any of the covenants and provisions herein set forth for a period of thirty (30) days, then in such event the Association may, at its option, declare the whole amount hereunder at once due and payable together with costs and attorney's fees, and shall have the right to foreclose the mortgage. And shall also pay a reasonable attorney's fee in the event that the Association should become a party to any suit involving this mortgage or the title to the premises herein described.

PROVIDED, ALWAYS, NEVERTHELESS, and on this **EXPRESS CONDITION**, that if the said Mortgagor, his heirs or legal representatives, shall on or before the first day of each and every month, from and after the date of these presents, pay or cause to be paid to the **PALMETTO SAVINGS AND LOAN ASSOCIATION OF LAURENS**, its successors or assigns, the monthly installment as set out herein, until said debt, and all interest and amounts due thereon, shall have been paid in full, then this deed of trust and bargain shall become null and void, otherwise to remain in full force and virtue.

Whenever used in this mortgage or the note secured thereby, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF the Mortgagor has hereunto set his hand and seal this the 23rd day of April

in the year of Lord One Thousand Nine Hundred and 76

Signed, Sealed and delivered

in the Presence of:

Anita R. Garrett
(Signature of witness)

Frank D. Gunn
(Signature of witness)

[illegible] (Seal)
(Signature of mortgagor)

Frances E. Johnson (Seal)

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