

1427 mg 542
1428 mg 839

TOGETHER with all and singular the rights, easements, leases, rents, issues and profits now or hereafter in any way may be held or enjoyed, including all buildings, fixtures and improvements, in, upon, under, over and about the above described premises, and any other property, real or personal, which may at any time be included in the same, and it is further agreed by the parties hereto that all such fixtures and improvements shall be held in trust for the benefit of the credit.

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

The Mortgagor represents and warrants that said Mortgagor is seized of the above described premises in fee simple estate, that the above described premises are free and clear of all liens or other encumbrances, that the Mortgagor is least the owner and title is very clear and free of the same, and that the Mortgagor will forever defend the said premises to the Mortgagor, his successors and assigns from and against the Mortgagor and every person who ever lawfully claiming or claiming 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 mortgagor will secure the Mortgagor for any additional sums which may be charged hereon, at the option of the Mortgagor, for the payment of taxes, or public assessments, hazard insurance premiums, repairs or other charges pursuant to the provisions of this mortgage, and also for any losses or advances that may hereafter be made by the Mortgagor to the Mortgagor under the authority of Sec. 45-55, 1962 Code of Law of South Carolina, as amended, or similar statutes, and all such sums so given, 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 all improvements on the property, which are necessary to protect the property, and to keep the property in a safe condition, and other charges in reasonable excess that the law may require, and the Mortgagor agrees that all such charges shall be held by the Mortgagor, and shall be paid by the Mortgagor, and in the event of loss, Mortgagor will give notice of the same to the Mortgagor in writing, and if the Mortgagor at any time fail to keep said premises insured or fail to pay the premium for such insurance, then the Mortgagor may cause such improvements to be insured in the name of the Mortgagor and incur costs itself for the cost of such insurance, with interest as hereinabove provided.
4. That the Mortgagor will keep all improvements upon the property, premises, in good repair, and should Mortgagor fail to do so, the Mortgagor may, at its option, enter upon said premises and make such repairs or necessary to collect the expenses of such repairs to the mortgaged 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 a survey upon the title of any person alleged to be the holder of any interest 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 amounts so paid shall be a part of the mortgaged debt.
6. That Mortgagor agrees to pay all taxes and other public assessments levied against the mortgaged premises, or before the due dates thereof, and to file the same with the collector of the taxes, or other officer of the Mortgagor, or a timely 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 mortgaged debt and collect the same under this mortgage, with interest as hereinabove provided.
7. That if this mortgage secures a construction loan, the Mortgagor agrees that the principal amount of the indebtedness hereby secured, and all the dividends to the Mortgagor in periodic payments, is constant in progress, 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 make any claim for the payment of any taxes, or other charges, at the place of issue of the Mortgagee, and should the Mortgagor so claim, he promises the Mortgagor may, at its option, before 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, before the mortgaged premises by Contract of Sale, bind for Title, or Deed of Conveyance, and the within indebtedness is not paid in full, the Mortgagor or his Purchaser shall be required to file with the Association an application for assumption of the mortgage indebtedness, pay the recordation fee as required by the Association for processing the assumption, furnish the Association with a copy of the Contract of Sale, Bill of Sale, Title, or Deed of Conveyance, and have the interest rate on the balance due existing at the time of the transfer modified by increasing the interest rate on the said sum indebted to the maximum rate permitted to be charged at that time by applicable South Carolina Law, or a lesser increase in interest rate as may be determined by the Association. The Association will notify the Mortgagor of the pro rata share of the new interest rate, and monthly payments, and will make him aware thereof. Should the Mortgagor, or his Purchaser, fail to comply with the provisions of the within paragraph, the Mortgagor, at its option, may declare the indebtedness hereby secured to be immediately due and payable and may institute any proceedings necessary to collect such indebtedness.
10. That should the Mortgagor fail to make payments of principal and interest as is on the promissory note and the same shall be unpaid for a period of thirty (30) days, or if there should be any failure to comply with and abide by any by-laws or the charter of the Mortgagor, or any stipulations set forth in this mortgage, the Mortgagor, at its option, may write to the Mortgagor at his last known address giving him thirty (30) days in which to rectify the said default, and should the Mortgagor fail to rectify said default within the said thirty days, the Mortgagor, in, or at its option, increase the interest rate on the balance due for the remaining term of the loan or for a lesser term to the maximum rate permitted to be charged at that time by applicable South Carolina Law, or a lesser increase rate as may be determined by the Association. The monthly payments will be adjusted accordingly.
11. That should the Mortgagor fail to make payments of principal and interest as is on the promissory note, and should any monthly installment become past due for a period of excess of 15 days, the Mortgagor, in, or at its option, add a late charge not to exceed an amount equal to five (.5%) per centum of any such past due installment in order to cover the extra expenses, but to the handling of such delinquent payments.
12. That the Mortgagor hereby assigns to the Mortgagee, its successors and assigns, all the rents, issues, and profits accruing from the mortgaged premises, retaining the right to collect the same so long as the debt hereby secured is not in arrears of payment, but should any part of the principal indebtedness, or interest, taxes, or fire insurance premiums, be past due and unpaid, the Mortgagee may without notice or further proceedings, take over the mortgaged premises, if they shall be occupied by a tenant or tenants, and collect said rents and profits and apply the same to the indebtedness hereby secured, without liability to account for anything more than the rents and profits actually collected, less the cost of collection, and no tenant is authorized, upon request by Mortgagee, to make all rental payments direct to the Mortgagee, without liability to the Mortgagor, until notified to the contrary by the Mortgagee, and should said premises at the time of such default be occupied by the Mortgagor, the Mortgagee may apply to the Judge of the County Court or to any Judge of the Court of Common Pleas who shall be selected or presiding in the county aforesaid for the appointment of a receiver with authority to take possession of said premises and collect such rents and profits, applying said rents, after paying the cost of collection, to the mortgage debt without liability to account for anything more than the rents and profits actually collected.
13. That the Mortgagee, at its option, may require the Mortgagor to pay to the Mortgagee, on the first day of each month until the note secured hereby is fully paid, the following sum in addition to the payments of principal and interest provided in said note, a sum equal to the premiums that will next become due and payable on policies of mortgage guaranty insurance (if applicable), fire and other hazard insurance covering the mortgaged property, plus taxes, and assessments next due on the mortgaged premises, all as estimated by the Mortgagee, less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such premiums, taxes, and assessments will be due and payable, such sums to be held by Mortgagee to pay said premiums, taxes and special assessments. Should these payments exceed the amount of payments actually made by the Mortgagee for taxes, assessments, or insurance premiums, the excess may be credited by the Mortgagee on subsequent payments to be made by the Mortgagor, if, however, said sums shall be insufficient to make said payments when the same shall become due and payable, the Mortgagor shall pay to the Mortgagee any amounts necessary to make up the deficiency. The Mortgagor further agrees that, at the end of ten years from the date hereof, Mortgagee may, at its option, apply for renewal of mortgage guaranty or similar insurance (if applicable) covering the balance then remaining due on the mortgage debt, and the Mortgagor may, at its option, pay the single premium required for the remaining years of the term, or the Mortgagee may pay such premium and add the same to the mortgage debt, in which event the Mortgagor shall repay to Mortgagee such premium payment, with interest, at the rate specified in said promissory note, in equal monthly installments over the remaining payment period.