

And the said Mortgagor shall have the right to require the Mortgagor to pay all taxes, assessments, insurance premiums, and other amounts lawfully levied or assessed against the property or premises mortgaged hereunder, and the Mortgagor shall be liable for any deficiency.

**First Federal Savings & Loan Association**

April 26, 1979.

in the **Greenville**

County of **Greenville**, State of **South Carolina**, that he has a good and lawful right to sell and convey the same and further that he will execute and deliver to the said **Mortgagee** against the said **Mortgagor** and his heirs and assigns, a power of sale in the property and/or buildings, and equipment herein described, all the improvements and keep the buildings thereon insured against loss by fire and other risks and that the expenses may be required by **Mortgagee**, its successors or assigns, in such responsible insurance company as **Mortgagee** may select, shall be paid by **Mortgagee**, its successors or assigns, in an amount satisfactory to **Mortgagee**. It is also agreed that **Mortgagee** and **Mortgagor** shall have a cross-cancellation clause satisfactory to the **Mortgagee** attached to said policy or policies of insurance and record payment by the insurance companies, the amount of the insurance money paid shall be applied directly to the indebtedness secured thereby, upon replacing and restoring the damaged buildings as the **Mortgagee** may direct. And it is further agreed that in the event that the **Mortgagor** shall fail to pay and keep up said taxes, assessments, fees, street or other charges, or any other amount due under this instrument, **Mortgagee** or its successors or assigns are hereby authorized to do so and to pay the same and the same shall be charged by this mortgage and shall bear interest from the date of payment at the rate of eighteen percent per annum.

**PROVIDED ALWAYS NEVER THELESS** that if at any time **Mortgagor** fails to fully and truly pay or cause to be paid unto the said **Mortgagee**, its successors or assigns, the sum of three and one-half months' 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, otherwise to remain in full force and effect.

And it is also covenanted and agreed that if at any time (a) the property or an interest therein is sold or transferred by **Mortgagee** without **Mortgagor's** prior written consent, (b) in the event of a lien or encumbrance subordinate to this mortgage, (c) the creation of a purchase money security interest in the property or in any part thereof, or (d) a transfer by devise, descent or by operation of law upon the death of a joint tenant or of the grantor, by joint tenancy, either, or in any one of these events, the whole amount of the indebtedness hereby secured by this instrument shall be paid to the holder of the title to the property and holder of said note and of this security be and become due and payable immediately, notwithstanding any provision to the contrary notwithstanding, such option to be exercised within 120 days.

And it is covenanted and agreed that if at any time (a) the property or an interest therein is sold or transferred by **Mortgagee** without **Mortgagor's** prior written consent, (b) in the event of a lien or encumbrance subordinate to this mortgage, (c) the creation of a purchase money security interest in the property or in any part thereof, or (d) a transfer by devise, descent or by operation of law upon the death of a joint tenant or of the grantor, by joint tenancy, either, or in any one of these events, the whole amount of the indebtedness hereby secured by this instrument shall be paid to the holder of the title to the property and holder of said note and of this security be and become due and payable immediately, notwithstanding any provision to the contrary notwithstanding, such option to be exercised within 120 days from the date the notice is mailed within which **Mortgagee** may, prior to the expiration of 120 days, require **Mortgagor** to pay such sums prior to the expiration of such period. **Mortgagor** may, without further notice or demand, at any time and within 30 days from the date the notice is mailed under this Mortgage.

And it is covenanted and agreed that the said **Mortgagee** may at any time, assign, set over and transfer to the said **Mortgagee**, its successors or assigns, all or any part of the rights and benefits of this instrument, accruing and falling due from and after the service of summons issued in an action to foreclose this mortgage after default in the payments thereof. In the event **Mortgagee** exercises its option to accelerate or in the event the mortgagee forecloses, the **Mortgagee** shall be entitled to have a receiver appointed by a court to enter upon, take possession of the mortgaged property and to collect the rents, issues and profits of the mortgaged premises, including those paid due, to receive and to be applied first to payment of the costs of management of the mortgaged premises and collection of rents, including those paid due, 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 foreclosing, the amount to be secured by this mortgage, and shall be included in judgment of foreclosure. And it is further agreed that in case of a suit or proceeding to determine what mutually affects **Mortgagee's** interest in the mortgaged premises, **Mortgagee** shall be given full measure to 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 the said **Mortgagee** may at any time, for the purpose of exercising any option to declare the maturity of any debt secured by this instrument, give notice to the **Mortgagor** of the right to exercise such option, or to declare such forfeiture, either as to all, part or both of the property, it is further agreed that no terms or conditions contained in this mortgage can be varied, altered or changed except as to all, part or both of the property referred to in this instrument.

The noteholder hereinafter referred to as "Noteholder" may, at any time, make any uncollected payment 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 or at the time of foreclosure. The Noteholder's right to the noteholder's option constitute a default hereunder giving rise to all of the remedies hereinabove provided for in this instrument.

The **Mortgagor** shall have the right to receive the benefit of the noteholder's option, at any time and shall receive a rebate for any unearned interest which relates to the period of time in accordance with the Actual Method.

All appraisements and home value factors are to be based on the Actual Method.

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