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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 Mortgagor, its successors and assigns, forever.

And Mortgagors do hereby bind themselves to **WARRANT AND FOREVER DEFEND** all and singular the Property unto Mortgagor 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 Mortgagor shall well and truly pay unto Mortgagor all sums of money evidenced by the Agreement, or any and all future advances which Mortgagor shall make to Mortgagor 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 Mortgagor.

And Mortgagor, his executors and his heirs and assigns, hereby covenant with Mortgagor as follows:

1. Mortgagor shall insure the mortgaged buildings erected on the Property against such hazards, in such amounts and with such carriers as may be approved by Mortgagor, and shall assign the policy or policies of insurance to Mortgagor, and in case they shall at any time fail or neglect so to do, then Mortgagor 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. Mortgagor shall pay as the same may become due, all taxes by whatever authority legally imposed on the Property and in case they shall at any time neglect or fail to pay these taxes, then Mortgagor 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 Mortgagor, subject to the provisions of the South Carolina CPC with respect to defaults 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 collect the collection of the same, together with interest, reasonable attorney's fees not in excess of 15% of the Liquid Balance of the revolving loan account secured hereby and all other amounts secured hereby as 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 Mortgagor transfers title to the Property, Mortgagor 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. Mortgagor may refuse transferee permission to assume the loan. If Mortgagor so refuses, Mortgagor has the option to adopt one of two courses of action, as follows:

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

If Mortgagor chooses to assumption, additional charges paid by Mortgagor may be as follows:

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

RC1SC30, EA July 22