

100-104-105 article all rights under the rights and other benefits of the Mortgagor to collect the same in any way, including by appointment of a Master or otherwise, for collection of the same, and the Mortgagor shall be entitled to sue for and collect all debts and expenses of collection, including attorney's fees, and it shall be the intent of the parties hereto that the collection expenses and costs of collection shall be paid by the Mortgagor.

TO HAVE AND TO HOLD all and singular the said premises unto the Mortgagor to have and to hold forever.

The Mortgagor represents and warrants that said Mortgagor is seized of the above described premises, to the complete satisfaction of the Mortgagor, free and clear of all liens of whatsoever nature, and that the Mortgagor will forever defend the same from and against the Mortgagor and every person whomsoever lawfully may claim the same, and that the Mortgagor will forever pay the taxes thereon and against the Mortgagor and every person whomsoever lawfully may claim the same.

THE MORTGAGOR COVENANTS AND AGREES AS FOLLOWS:

1. That the Mortgagor will promptly pay the principal and interest on the indebtedness evidenced by such promissory note at the time and in the manner thereto provided.
2. That this mortgage will secure the Mortgagor for any additional sums which may be subsequently advanced at the option of the Mortgagor, for the payment of taxes or public assessments, hazard insurance premiums, or any other such charges, pursuant to the provisions of this mortgage, and also for any sums or advances that may hereafter be made by the Mortgagor to the Mortgagor under the authority of Sec. 45-35, 1962 Code of Laws of South Carolina, as amended, or any later laws, and such additional sums 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, windstorms and other hazards in a sum not less than the balance due hereunder at any time, in an amount equal to one and one-half per cent of 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, shall be collected by the Mortgagor, and shall be paid out of the Mortgagor, and in the event of loss, Mortgagor will give immediate notice thereof to the Mortgagor by registered mail, and the Mortgagor at any time fail to keep said premises insured or fail to pay the premiums for such as aforesaid, then the Mortgagor may cause such insuring agreements to be insured in the name of the Mortgagor and render an audit 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 payment and satisfaction of amounts unpaid by the holder or persons obligated under the indebtedness secured hereby in sums sufficient to pay the mortgage debt with the Mortgagor as beneficiary, and if the amounts are not otherwise paid, the Mortgagor may pay said premiums and any amount unpaid 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 dates thereof and to satisfy the receipt whereof of the officer 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 hereinabove 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 transfer or under the provisions of this Note, shall withhold the principal of the Mortgagor, and should the Mortgagor so transfer or under the provisions of this Note, shall transfer the indebtedness hereby secured to another and payable and that transfer and proceedings necessary to collect said indebtedness.
9. That should the Mortgagor decline the mortgaged premises by Contract of Sale, Bond for Title or Deed of Conveyance, and the indebtedness due thereon is not paid in full, the Mortgagor or his heirs shall be required to deal with the Association as applicable to any transfer of the mortgage indebtedness, pay the reasonable cost as required by the Association for processing the association, furnish the Association with a copy of the Contract of Sale, Bond for Title or Deed of Conveyance, and have the interest rate on the loan balance existing at the time of transfer modified by increasing the interest rate on the said loan balance 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 or his purchaser of the new interest rate and monthly payments, and will send him a new promissory note if the Mortgagor or his Purchaser fail to comply with the provisions of the written contract, the Mortgagor at its option may declare the indebtedness hereby secured to be immediately due and payable and may institute and prosecute proceedings to collect said indebtedness.
10. That should the Mortgagor fail to make payments of principal and interest as due on the promissory note and the same shall be unpaid for a period of thirty (30) days and there should be any failure to comply with any statute law or by-laws or the charter of the Mortgagor or any stipulations set forth in this note, or 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 (30) days the Mortgagor may, at its option, increase the interest rate on the loan balance 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 due on the promissory note and should any monthly installment become past due for a period in excess of 15 days, the Mortgagor may collect 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 expense incident to the handling of such delinquent payments.
12. That the Mortgagor hereby agrees to the Mortgagor, at its option, and assigns all the rents, issues, and profits accruing from the mortgaged premises, retaining the right to collect the same as long as the debt hereby secured is not in arrears of payment, but should any part of the principal indebtedness in interest, taxes or other amounts become due and unpaid, the Mortgagor may without notice or further proceedings take over the mortgaged premises, if they shall be occupied by a tenant, and collect said rents and profits and apply them 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 Mortgagor, to make all rental payments direct to the Mortgagor without liability to the Mortgagor, and subject to the consent by the Mortgagor, and should said premises at the time of such default be occupied by the Mortgagor, the Mortgagor may apply to the Judge of the County Court or to any Judge of the Court of Common Pleas who shall be resident or presiding in the county, aforesaid for the appointment of a receiver with authority to take possession of said premises and collect 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 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 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 insurance, if applicable, fire and other hazard insurance covering the mortgaged property, plus taxes and assessments levied on the mortgaged property, all as estimated by the Mortgagor, less all sums already paid therefor divided by the number of months to elapse before the monthly premium to the date when such premiums, taxes, and assessments will be due and payable, such sum to be paid to the Mortgagor to pay such premiums, taxes and special assessments. Should these payments exceed the amount of payments actually made by the Mortgagor for taxes, assessments, or insurance premiums, the excess may be credited by the Mortgagor on subsequent payments to be made by the Mortgagor, etc., however, said sum shall be insufficient to make such payments when the same shall become due and payable, the Mortgagor shall pay to the Mortgagor any amounts necessary to make up the deficiency. The Mortgagor further agrees that at the end of ten years from the date hereof, Mortgagor may, at its option, apply for renewal of mortgage, hereby or similar instrument, if applicable, covering the balance then remaining due on the mortgage debt, and the Mortgagor may, at its option, pay the monthly premium required for the remaining years of the term of the Mortgage, may pay such premium and add the same to the mortgage debt in which event the Mortgagor shall repay to Mortgagor such premium payment, with interest, at the rate specified in said premium note, in equal monthly installments over the remaining payment period.