

Carolina Federal Savings and Loan Association  
Greenville County Branch - 1398

The Mortgagors

File No. 498

I, the undersigned, do hereby mortgage my house located at 1398 South Main Street, Greenville, South Carolina, to the Association, for the sum of \$10,000.00, for the payment of which I shall be liable to the Association, and to pay all taxes, assessments, premiums, interest, and other charges which may be levied or assessed against me by the Association, and to pay all costs of collection, including attorney's fees, and all expenses of foreclosing this mortgage, and to pay all costs of sale, and all expenses of removal of any fixtures, or any part thereof, or any material, labor, or equipment, or any other thing which may be required to remove the same from the premises described above.

**TO HAVE AND TO HOLD** all lands, improvements, fixtures, and personalty, now and hereafter belonging to the Association, as security for the sum of \$10,000.00, and to pay all taxes, assessments, premiums, interest, and other charges which may be levied or assessed against me by the Association, and to pay all costs of collection, including attorney's fees, and all expenses of removal of any fixtures, or any part thereof, or any material, labor, or equipment, or any other thing which may be required to remove the same from the premises described above.

If all or any part of the Property or an interest therein is sold or otherwise transferred by Lender prior to the date hereof, including (a) the creation of a lien or encumbrance subsequent to this Mortgage, to the real estate purchase money, security, interest or leasehold appliances, (b) a transfer by devise, descent or by operation of law, or the death of a co-tenant or joint grantor, easement or interest three years or less not containing any provision for use by the donor after his or her death, or the signs secured to, this Mortgage shall immediately due and payable. Lender shall have a valid security interest in, or title to, prior to the sale or transfer, Lender and the persons to whom the Property is to be sold or transferred shall agree in writing that the creditor or person is to statutory, to Lender and that the interest payable on the sums secured to, this Mortgage shall be paid to Lender as soon as possible if Lender has waived the option to accelerate provided in this paragraph, and (c) Borrower's sale or transfer of his or her interest in a written assumption agreement accepted in writing by Lender. Lender shall release Borrower from all options under this Mortgage and the Note.

If Lender exercises such option, and Lender demands that Borrower make a acceleration, if Borrower fails to do so immediately, pay such sums, Lender may, without further notice or demand, or Bill of Sale, take and receive the same permitted hereof.

It is agreed that acceptance of payment of any portion of the principal of the debt hereunder and charges for late payment shall be sufficient and in account with the credit arising from the date so accepted hereof.

Another Mortgagor covenants and agrees to keep the property in good repair and against loss or damage, fire and/or storm and other damages generally covered, extended coverage is to be taken as an equal to the debt secured hereby, and by any premium(s) in a company or companies approved by the Association to day, the premium(s) is(are) to be paid to the Association in the event of foreclosure or other transfer of the to the mortgaged property in extinguishment of the debt secured hereby, a right title and interest of the Mortgagor in such amount, as will be reduced to force shall pass to the purchaser or grantees. The Mortgagor also agrees to procure and to keep the Association, account with the insurance company as it may be required by the Association for protection of the debt secured hereby, and pay premiums therefor. The Mortgagor agrees to furnish proof of payment of the aforesaid premiums, and upon his failure to do so, the Association may, at its option, declare all sums secured hereby, immediately due and payable or pay said premiums, which sums shall bear interest from the date of payment at the rate provided for in the note secured hereby, and that such sums and interest shall be secured by this mortgage.

The Mortgagor also covenants to promptly pay all taxes, assessments, premiums, and other governmental charges imposed upon said property when same become due and shall furnish the Association proof of such payments upon request. In the event the Mortgagor shall fail to pay such items before they become past due, the Association may, at its option, declare all sums secured hereby, immediately due and payable, or pay same, with any interest and penalties as may be due, which sums shall bear interest from the date of payment at the rate provided for in the note secured hereby, which sums and interest shall be secured by this mortgage.

And it is further agreed that the Mortgagor shall not, or shall not permit, anyone to, upon or about the premises or any part thereof, thereby, the value of the premises hereby mortgaged shall be increased or weakened as security for said debt, that he shall keep said premises in good repair and in the best state of the Association to day, and to do all acts and make whatever repairs as in its judgment are necessary, and pay the cost thereof, which shall be a condition attached to this mortgage as provided herein in the event of payment or premiums or taxes by the Association. Should the Mortgagor fail to do so, the premises herein described to become untenable or uninhabitable, in the sole judgment of the Association, then, it have the right, at its election, to declare the full indebtedness hereby secured immediately due and payable, or if said indebtedness should be destroyed by fire or other casualty, or the greater portion of same is removed from the premises without the written consent of the Association, it may, likewise declare the full indebtedness secured hereby, immediately due and payable.

And the Mortgagor does hereby assign and transfer to the Association all the rents and profits accruing from the premises hereinabove described as additional security for the payment of said indebtedness, retaining however the right to collect said rents as long as no instalment payment secured hereby is more than one (1) month in arrears, or if at any time any instalment payment is more than one (1) month in arrears, or if at any time any instalment of the debt secured hereby, interest, insurance premiums, taxes, assessments shall be past due and unpaid, or the Mortgagor in default in any of the other provisions of this mortgage, the Association may, at its option, repossess the premises herein described and occupied by a tenant or tenants, without notice or proceedings, take over the property herein described and collects said rents and credits and apply the net proceeds, after paying the costs of collection, to the payment of taxes, insurance premiums, interest and principal, without liability to account for anything more than the rents and credits actually collected. Should the premises be occupied by the Mortgagor or his grantees and the payments hereinabove set out due and unpaid, then the Mortgagor does hereby agree that the said Association may apply to the judge or court of competent jurisdiction, to cause to be made, or otherwise for the appointment of a Receiver, with like authority to take charge of the mortgage premises, designate a reasonable time within which to do so, and apply the net proceeds to the dues and other conditions above provided.

And it is further agreed that the Mortgagor shall, to pay the debt hereinabove, or the debt secured hereby, when having priority over the lien granted hereby, in accordance with the terms of the instrument, and when failing otherwise default in the payment of insurance premiums, taxes or assessments or any other payment of the property hereinabove, therefore, such obligation as set forth in said note or in this mortgage, the Association may, at its option, declare the amount outstanding hereunder, immediately due and payable, and its such sum, including all costs and fees provided for herein or elsewhere in the note and upon demand proceed to foreclose this mortgage, and that waiver of the creation of any provision hereof shall not constitute waiver of a subsequent breach of the same or any other provision of this mortgage. It is also agreed that if the note is placed in the hands of an attorney to collect it, or in the event of foreclosure of this mortgage, or should the Association become a party to a suit concerning this mortgage or the property covered by it, the Mortgagor shall pay a reasonable attorney's fee, and all costs incurred in connection with such default, or breach, or in collection, which sums shall also be secured by this mortgage and may be claimed by the Association, in the event of a sale, it is agreed to waive the benefit of any agreement, laws of the state of South Carolina, and that all rights and powers herein conferred on the Association are to the exclusive of other rights as are set out in the note and in the instrument of conveyance.

1620 #122

3210

12-23-74