

MORTGAGE OF REAL ESTATE

or assigns, in any action at law or equity or special proceedings affecting the mortgaged premises, or because of the failure on the part of the mortgagor, his heirs, executors, administrators or assigns to perform, comply with and abide by each and every stipulation, agreement, condition and covenant of said promissory note and this mortgage, or either, and upon his failure so to do, any sums so expended may be added to the debt hereby secured and the mortgagee may reimburse itself under this mortgage.

10. It is further covenanted and agreed, that in the event the premises hereby mortgaged, or any part thereof, shall be condemned and taken for public use under power of eminent domain, any and all damages awarded for the taking of, or damages to, said premises, or any part thereof, up to the amount remaining unpaid on the note and mortgage, shall be paid to the mortgagee, its successors or assigns, which is authorized in the name of the mortgagor to execute valid receipt and acquittance therefor and endorse in name of mortgagor any check, draft or instrument given for payment, to deduct from award all reasonable expenses, including attorney's fees and costs incurred on behalf of itself and/or mortgagor, and to appeal in name of mortgagor and/or itself from any award made.

11. All monies received by mortgagee or payable to it from insurance policies, condemnation or other awards, sales, leases or releases of part or all of the premises, rents, royalties, income or profit from premises or otherwise received by mortgagee, at its option, without notice, and without affecting the liability of anyone for payment of the obligation secured, may be applied by mortgagee on the indebtedness hereby secured, whether due or not, in such order, part or manner as mortgagee may elect; or at the option of mortgagee, same, or any part, may be used by mortgagee or mortgagor for rebuilding, repairing, renovating, improving, adding to or relocating the buildings now or hereafter situate on premises or for other purposes.

12. It is further covenanted and agreed, that should any proceedings be commenced for the foreclosure of any second mortgage or other lien affecting the premises covered by this mortgage, the mortgagee may, at its option, immediately declare its lien and the note which secures due and payable, and start such proceedings as in its judgment may be necessary to protect its interest in the premises.

these presents,

13. PROVIDED ALWAYS, NEVERTHELESS, And it is the true intent and meaning of the parties to/ that if the mortgagor shall well and truly pay, or cause to be paid, unto the mortgagee, its successors or assigns, the said debt or sum of money, with interest thereon, if any shall be due, and shall perform all the agreements, conditions, covenants and terms according to the true intent of said note and this mortgage, then this mortgage shall cease, terminate and be utterly null and void. But if default be made and continued for a period of thirty (30) days in making any payment under said promissory note (or any extension or renewal thereof) or in making payment as herein provided of any other indebtedness hereby secured, or if mortgagor shall fail to procure and maintain insurance on the buildings on said land, or to pay the premium on any insurance procured by him or the mortgagee when and as the same becomes due and payable, or shall fail to pay any taxes, liens, assessments or amounts mentioned herein, before or when the same shall become due and payable, or shall fail to reimburse the mortgagee for any amounts paid on his behalf when the same shall be demanded; or if the buildings and/or other improvements on said land are not kept in as good condition as they now are, or the mortgagor shall erect or permit to be erected any new buildings on said land without the consent in writing of the mortgagee; or if injury or waste is committed or permitted to or on said property, or the buildings or improvements thereon, or any fixtures or improvements are removed from or changed on said property, without the consent in writing of the mortgagee; all in accordance with the covenants herein contained; or if mortgagor abandons the premises; or if the mortgagor shall fail to keep, observe or perform or shall violate any of these, or any other, agreements, condition, covenant, stipulation or term of this instrument, or the note which it secures, the whole amount of said debt, at the option of the mortgagee, shall become due and collectible at once.

14. The mortgagor represents and declares as a condition hereof and as a part of the consideration for the loan secured hereby, that he does hereby waive and renounce for himself, his heirs, administrators, and executors all rights that now exist or that may hereafter exist under the laws of the State of South Carolina to require an appraisal of the property herein described, before or after the foreclosure sale thereof, and agrees to pay the full amount of the indebtedness secured hereby, and the full amount of the deficiency in the payment thereof that may be established by the foreclosure sale of the property herein described, without requiring an appraisal of the property herein described, either before or after the foreclosure sale thereof, and without any defense or set-off because of the alleged true value of said land, or for any reason.

15. And the said mortgagor doth, as additional security, hereby assign, set over and transfer to the said mortgagee, all of the rents, issues and profits of the said mortgaged premises that may be unpaid or uncollected and that accrue or fall due from and after any default by mortgagor hereunder, or any breach or violation of any agreement, condition, covenant or term of the note or mortgage, or after the service of a summons in any action of foreclosure to which said mortgagee may be a party, and the holder of this mortgage shall be entitled to the appointment of a receiver for such rents and profits as a matter of right, and if said premises be not rented ^{the receiver} shall have the right to rent out the premises; all without consideration of the value of the mortgaged premises,