

149-73577

...at the time the property ... proceedings, as ... small property ... municipal charges, taxes ... the Mortgagee may pay ... If the Mortgagee fails ... of the like the ... note secured hereby ...

...and will not consist of part ...

...insured as ... and other hazards, casualties and contingencies ... the Mortgagee and will pay promptly, when ... All instructions ... shall be held ... in favor of and in form acceptable to the Mortgagee ... notice by mail to the Mortgagee, who may make proof of ... is hereby authorized and directed ... to the Mortgagee instead of to the Mortgagee and Mortgagee jointly, and the ... of the property damaged. In event of foreclosure of ... of the indebtedness secured hereby ... shall pass to the mortgagee or grantee.

...and after any default ... then the Mortgagee shall have the right to have a receiver appointed of the rents, issues, and profits, who, after deducting all charges and expenses attending such proceedings and the execution of his trust as receiver, shall apply the residue of the rents, issues, and profits, toward the payment of the debt secured hereby.

8. The Mortgagee further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 90 days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the 90 day time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility) the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

9. The Mortgagee covenants and agrees that so long as this mortgage and the said note secured hereby are insured under the provisions of the National Housing Act, he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color, or creed. Upon any violation of this undertaking, the Mortgagee may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

It is agreed that the Mortgagee shall hold and enjoy the premises above conveyed until there is a default under this mortgage or in the note secured hereby. It is the true meaning of this instrument that if the Mortgagee shall fully perform all the terms, conditions, and covenants of this mortgage, and of the note secured hereby; that then this mortgage shall be utterly null and void; otherwise to remain in full force and virtue. If there is a default in any of the terms, conditions, or covenants of this mortgage, or of the note secured hereby, then, at the option of the Mortgagee, all sums then owing by the Mortgagee to the Mortgagee shall become immediately due and payable and this mortgage may be foreclosed. The Mortgagee waives the benefit of any appraisement laws of the State of South Carolina. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the Mortgagee become a party to any suit involving this mortgage or the title to the premises described herein, or should the debt secured hereby or any part thereof be placed in the hands of an attorney at law for collection by suit or otherwise, all costs and expenses (including continuation of abstract) incurred by the Mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable immediately or on demand, at the option of the Mortgagee, as a part of the debt secured hereby, and may be recovered and collected hereunder.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS OUR hand(s) and seal(s) this 25th day of June 1971.
Signed, sealed, and delivered in presence of:
John M. Dillard Howard R. McCall [SEAL]
Frances B. Holtzclaw Syble S. McCall [SEAL]
[SEAL] [SEAL]