

And the said Mortgagor does hereby covenant, condition and warrant to the said Mortgagee, its successors or assigns, that he is lawfully seized in fee of the property above described and that the same is free from all other liens except a mortgage to

Fidelity Federal Savings & Loan Association, Successor, **March 17**, 19**78**.

in the **Greenville** County Court, Mortgage Book **1426** at page **219** that he has a good and lawful right to sell and convey the same as aforesaid, that he will defend and defend the title to the same forever against the lawful claims and demands of all persons whatsoever. And the said Mortgagor has fully performed and agree to pay all taxes due and to become due on the property above described, all assessments for street or other improvements and keep the buildings thereon insured against loss by wind, storm, fire and lightning and such other risks as may be required by Mortgagee, its successors or assigns, in such responsible insurance company or companies as shall be designated by the Mortgagee, its successors or assigns, in an amount satisfactory to said Mortgagee, its successors or assigns, with a mortgage and subrogation clause satisfactory to the Mortgagee attached to said policy or policies of insurance. In case of loss and payment by any insurance companies, the amount of the insurance money paid shall be applied either on the indebtedness secured hereby or on rebuilding and restoring the damaged buildings as the Mortgagee may elect. And it is further agreed that in the event that the Mortgagor shall fail to pay and keep up said taxes, assessments for street or other improvements and other charges as agreed upon by the Mortgagee or its successors or assigns are hereby authorized to do so and to pay therefor and the sums so paid shall stand secured by this mortgage and shall bear interest from the date of payment at the rate of eight percent per annum.

PROVIDED ALWAYS NEVERTHELESS that if the said Mortgagor shall when and truly pay or cause to be paid unto the said Mortgagee, its successors or assigns, the said debts and sums of money aforesaid, with interest thereon if any shall be due, according to the true intent and meaning of this instrument and of said note and the conditions therein written, then this deed of bargain and sale shall cease and be void, otherwise, it shall remain in full force and authority.

And it is also covenanted and agreed that upon default in the payment of said promissory note above described, or on our failure to pay the said taxes, assessments for street or other improvements, and insurance as agreed, or on failure of the Mortgagor to keep and perform any of the covenants or conditions herein, then, or in any one of these events, the whole amount of the indebtedness hereby secured, at that time and thereafter, shall be due and collectible by the Mortgagee, its successors or assigns, and of this security be and become due and collectible by the Mortgagee, its successors or assigns, notwithstanding to the contrary notwithstanding, such option to be exercised without notice.

And it is covenanted and agreed that if all or any part of the debt or an interest therein is sold or transferred by Mortgagor without Mortgagee's prior written consent, excluding a transfer by will or by operation of law, subordinate to this mortgage, (b) the creation of a purchase money security interest for the said debt or a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any lease, either for a term of three years or less, or containing an option to purchase, Mortgagee may at its option, declare all the sums secured by this mortgage immediately due and payable. Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, Mortgagee and the person to whom the property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Mortgagee and that the interest payable on the sums secured by this mortgage shall be at such rate as Mortgagee shall request, and if the required assumption fee is paid. If Mortgagee has waived the option to accelerate and if Mortgagor's successor in interest has executed a written assumption agreement accepted in writing by Mortgagee, Mortgagee shall release Mortgagor from all obligations under this Mortgage and Note. If Mortgagee exercises such option to accelerate, Mortgagee shall mail Mortgagor notice of acceleration. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Mortgagor may pay the sums declared due. If Mortgagee fails to pay such sums prior to the expiration of such period, Mortgagee may, without further notice or demand by Mortgagee, invoke any remedies permitted under this Mortgage.

And it is covenanted and agreed that the said Mortgagor does hereby assign, set over and transfer to the said Mortgagee, its successors or assigns, all of the rents, issues and profits of the said mortgaged premises accruing and falling due from and after the service of summons issued in an action to foreclose this mortgage after default in the conditions thereof. In the event Mortgagee exercises its option to accelerate or in the event the mortgaged premises are abandoned, Mortgagee shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the mortgaged premises and to collect the rents, issues and profits of the mortgaged premises, including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the mortgaged premises and collection of rents, including, but not limited to, receiver's fees, premiums or receiver's bonds and reasonable attorney's fees, and then to the sums secured by this mortgage. And it is further agreed that in the case of foreclosure of this mortgage, by suit or otherwise, the Mortgagee shall recover of the Mortgagor the expense of advertising, selling and conveying, including reasonable attorney's fees and other reasonable costs of foreclosure, including those secured by this mortgage, and shall be included in judgment of foreclosure. And it is further agreed that in case an action for foreclosure is commenced which mutually affects Mortgagee's interest in the mortgaged premises, Mortgagee shall recover from Mortgagor the expense incurred in protecting its interest, including but not limited to reasonable attorney's fees and costs expended.

And it is covenanted and agreed that the said Mortgagor, its successors or assigns to exercise any option to declare the maturity of any debt secured by this mortgage, or to foreclose or declare as a waiver of its right to exercise such option, or to declare such forfeiture, either as to any past or present default, and it is further agreed that no terms or conditions contained in this mortgage can be waived, altered or changed except as provided herein, written and signed by all parties hereto.

The noteholder hereunder is authorized, from the date of the Mortgage, to make any required payments under any lien prior hereto, or under this mortgage, the non-payment of which would constitute a default, including but not limited to principal and/or interest payments, taxes and fire insurance premiums. All sums so advanced shall bear interest at the highest rate allowed under South Carolina law, from the date of the advance to the date of repayment, shall attach to and become part of the lien created hereunder shall become payable at any time on demand therefore and the failure to pay the same on demand shall, at the noteholder's option constitute a default hereunder giving rise to all of the remedies herein provided in the event of other defaults.

The Mortgagor shall have the right to any prepayment of this debt at any time and shall receive a rebate for any unearned interest which rebate shall be applied to the principal of the debt.

All appraisements and appraisement fees shall be paid by the Mortgagor.

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