

1032 48306

TOGETHER with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident or appertaining, and all the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing and lighting fixtures and equipment now or hereafter attached to or used in connection with the real estate herein described.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its successors or heirs (as the case may be) and assigns forever.

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute (or such other estate, if any, as herein stated), and that he has good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever except as herein otherwise recited. The Mortgagor further covenants to warrant and forever defend all and singular the premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor covenants and agrees as follows:

1. He will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided.
2. He will keep the improvements now existing or hereafter erected on the premises insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and, except where other provision satisfactory to the Mortgagee has been made for the payment of the premiums therefor, will pay promptly when due the premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss the Mortgagor shall give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by the Mortgagor. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly. The insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the premises in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.
3. In the event the ownership of the said premises or any part thereof becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor in interest, with reference to this mortgage and the debt hereby secured, in the same manner as with the Mortgagor, and may forbear to sue or may extend time for payment of the debt without discharging or in any way affecting the liability of the Mortgagor hereunder or upon the debt.
4. He will pay when due all taxes, assessments, utility charges, and other governmental charges, for which other provision satisfactory to the Mortgagee has not been made, and upon request of the Mortgagee will promptly exhibit to the Mortgagee the official receipts therefor; and in default thereof, the Mortgagee may advance and pay the same.
5. He will keep the premises, including all improvements now existing or hereafter erected thereon, in good condition and repair, without waste, and should he fail to do so, the Mortgagee may, at its option, enter upon the premises, make whatever repairs the Mortgagee in its sole and absolute discretion shall deem necessary or desirable to protect the security, and advance and pay the cost thereof.
6. He hereby assigns to the Mortgagee all the rents, issues, and profits of the premises from and after any default hereunder, and should any legal proceedings be instituted pursuant to this mortgage, 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.
7. This mortgage shall secure the Mortgagee for the repayment of such sums as may be advanced hereafter by the Mortgagee, at the option of the Mortgagee, pursuant to the covenants herein, for the payment of taxes, insurance premiums, public assessments, repairs, or other purposes authorized hereunder. This mortgage shall also secure the Mortgagee for the repayment of any further loans, advances, reimbursements or credits that may be made hereafter by the Mortgagee, at the option of the Mortgagee, to the Mortgagor, or his successor in title, but, unless otherwise hereinabove stated, at no time shall this mortgage secure a total outstanding principal amount on account of the original note and such further loans, advances, reimbursements, or credits in excess of the amount of the original indebtedness hereinabove stated and hereby secured, provided that nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security or in accordance with covenants contained in this mortgage. All sums advanced pursuant to and in accordance with this mortgage shall be secured hereby on a parity with the original debt secured hereby, and, unless otherwise provided in writing, such sums shall bear interest at the same rate as said original debt and shall be payable on demand of the Mortgagee.

It is agreed that the Mortgagor shall hold and enjoy the said premises 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 Mortgagor 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 Mortgagor to the Mortgagee shall become immediately due and payable and this mortgage may be foreclosed. The Mortgagor waives the benefit of any appraisal 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 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 part of the debt secured hereby, and may be recovered and collected hereunder.

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