

VOL 1305 PAGE 335

Borrower covenants that he is lawfully seized of the premises herein above described in fee simple absolute (or such other estate, if any, as is stated hereinbefore), that he has good, right and lawful authority to sell, convey, mortgage or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever except: (If none, so state.)

Fidelity Federal S & L, recorded 3/18/80, Mortgage Book 1498, Page 352

Borrower further covenants and does hereby bind himself, his heirs, executors, administrators and assigns to warrant and forever defend all and singular the premises, as herein conveyed, unto the Lender, forever, from and against all persons whomsoever lawfully claiming the same or any part thereof.

Borrower further covenants and agrees as follows:

1. That he will promptly pay the principal of and interest on the indebtedness evidenced by the said note(s) at the time and in the manner therein provided, and that all of the terms of the notes secured by this instrument are hereby made a part of this mortgage by reference.

2. That this mortgage shall secure the Lender for such further sums as may be advanced hereafter, at the option of the Lender, for the payment of taxes, insurance premiums, public assessments, or other purposes pursuant to the covenants herein, and also any further loans, advances, readvances or credits that may be made hereafter to the Borrower by the Lender; and that all sums so advanced shall bear interest at the same rate as the note(s) secured by this mortgage and in the event that there are several notes secured with more than one rate of interest, the interest rate applicable to such advance shall be the interest rate of the most recent note.

3. That he will keep the improvements now existing or hereafter erected on the mortgage property insured as may be required from time to time by the Lender against loss by fire and other hazards, casualties and contingencies, in such amounts as may be required by the Lender, and in companies acceptable to it, and that he does hereby assign to the Lender all such policies, and that all such policies and renewals thereof, at the option of the Lender, shall be held by it and have attached thereto loss payable clauses in favor of, and in form acceptable to, the Lender. Upon the failure of the Borrower to fully comply with this covenant, the Lender, at its option, may procure such insurance and add the cost thereof to the indebtedness and such advances shall bear interest as provided in Covenant Number 2. Failure to fully comply with the covenants will also give the Lender the right to declare the entire mortgage debt due and payable and the Lender may do so even though it has procured insurance as provided herein.

4. That he will permit, commit, or suffer no waste, impairment or deterioration of the mortgage property. Lender shall have the right, but not the duty, to enter upon the premises at any reasonable hour to inspect the order, condition and repair thereof, including the interiors of any buildings and improvements thereon.

5. That he hereby assigns all the rents, issues and profits of the mortgaged premises from and after any default hereunder, and should legal proceedings be instituted pursuant to this instrument, then the Lender 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 in the execution of his trust as receiver, shall apply the residue of the rents, issues and profits toward the payment of the debt hereby secured.

6. That, without affecting the liability of any person (other than any person released pursuant hereto) for payment of any indebtedness secured hereby, and without affecting the priority or extent of the lien hereof upon any property not specifically released pursuant hereto, Lender may at any time and from time to time, without notice and without limitation as to any legal right or privilege of Lender:

(a) Release any person liable for payment of any indebtedness secured hereby; (b) Extend the time or agree to alter the terms of payment of any of the indebtedness; (c) Accept additional security of any kind; (d) Release any property securing the indebtedness; (e) Consent to the creation of any easement on or over the premises or any covenants restricting use or occupancy thereof.

7. That, at the option of the Lender, this mortgage shall become due and payable forthwith if the Borrower shall convey away said mortgaged premises, or if the title shall become vested in any other person in any manner whatsoever other than by the death of the Borrower.

8. That the Lender may, at its option, pay amounts due on any prior mortgage or other encumbrances and the same shall be added to the mortgage indebtedness and be secured by this mortgage and interest paid thereon as provided in Covenant Number 2.

9. That he hereby agrees to pay, as they become due, all taxes and public assessments by whatsoever authority legally imposed upon the property hereby mortgaged, and in the event Borrower fails to do so, the Lender may cause the same to be paid and the same shall be added to the mortgage indebtedness and be secured by this mortgage and interest paid thereon as provided in Covenant Number 2.

10. That, upon default in the payment of any of the installments of principal or any part of the interest thereon, or upon default in the payment of any of the sums of money secured hereby, or any part thereof, or upon the Borrower's default in payment of any sums of money secured by a mortgage or other encumbrance which is senior to this mortgage, or in case of the failure of the Borrower to keep and perform any of the covenants and conditions hereof, then, and in any such event, the whole amount of the indebtedness hereby secured at that time unpaid shall, at the option of the lawful owner and holder of the said note and of his mortgage, be and become due, payable and collectible at once, anything hereinabove or in said note contained to the contrary notwithstanding, such option to be exercised without notice. No failure of the Lender, its successors or assigns, to exercise any option to declare the maturity of the debt hereby secured under the foregoing conditions shall be taken or deemed as a waiver of its right to exercise such option or declare such forfeiture.

11. That, in case this mortgage or the indebtedness secured hereby be placed in the hands of an attorney for collection or be collected by legal proceedings, all costs of collection, including the attorney's fee as provided for above, shall stand secured by this mortgage and may be recovered in any suit or action hereupon or hereunder.

12. That this mortgage and the note(s) it secures are subject to the South Carolina Consumer Protection Code.

PROVIDED ALWAYS, NEVERTHELESS, that if Borrower shall pay unto Lender, its successors or assigns, the aforesaid indebtedness and all interest and other sums secured by this or any other instrument executed by Borrower as security for the aforesaid indebtedness and shall perform all the terms, covenants, conditions, agreements, representations and obligations contained in all mortgages executed by Borrower to Lender according to the true intent of the said mortgages, all of the said mortgages, all of the terms, covenants, conditions, agreements, representations and obligations which are made a part hereof to the same extent as if set forth in extenso herein, then this instrument shall cease, determine, terminate and be null and void; otherwise, it shall remain in full force and effect.

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 shall include the singular, and the use of any gender shall be applicable to all genders.

Borrower hereby waives, to the extent permitted by law, all appraisements and homestead laws and exemptions, whether granted by virtue of the constitution and laws of South Carolina or by virtue of any act of the United States Congress.

Should any provision of this instrument be found to violate the laws or court decisions of the State of South Carolina or the United States, such provision shall be deemed to be amended to comply with and conform to such laws and decisions.

IN WITNESS WHEREOF, the Borrower has hereunto set his hand and seal this the 25 day of MAY 1984.

IN THE PRESENCE OF:

[Signature]
[Signature]

Ernest A. Burrell (LS)
Ernest A. Burrell

Christine Bagwell (LS)
Christine Bagwell (LS)

0330

1328-11-2