

1943-11-26

1084-1116 with all said singular the rights, members, tenents, and inhabitants of the said town of Newbury and may make such charters, agreements, and all other statutes and ordinances as they shall see fit to make, and to have and to hold, excepting fees and dues, and any other payment of fees or dues which may be made by the town of Newbury to being the town, and the parties before that all such fees and dues, and any other payment of fees or dues which may be made by the town,

TO HAVE AND TO HOLD all and singular the said premises, unto M. [REDACTED] his executors, administrators,

III. MORTGAGOR COVENANTS AND AGREES AS FOLLOWS

1. That the Mortgagor will promptly pay the principal and interest on the mortgagee's claim for principal and interest at the times and in the manner herein provided.

2. That this mortgage will secure the Mortgagor for any additional sums which may be added thereto at the option of the Mortgagor, for the payment of taxes or public assessments, hazard insurance premiums, or any other charges imposed by the provisions of this mortgage, and also for any sums or advances that may hereafter be made by the Mortgagee to the Mortgagor under the authority of Sec. 45-55, 1962 Code of Laws of South Carolina, as amended, or any similar statute, and all such sums shall bear interest at the same rate or rates as that provided in said note unless otherwise agreed upon by the parties and shall be payable at the demand of the Mortgagor, unless otherwise provided in writing.

3. That Mortgagor will keep the improvements on the mortgaged premises, whether now existing or hereafter to be erected, insured against loss by fire, windstorm and other hazards in a sum not less than the balance due hereunder at any time, and in an amount or amounts acceptable to the Mortgagee, and Mortgagor, by his duly signed the policy or policies of insurance to the Mortgagee and agrees that all such policies shall be held by the Mortgagee, shall be in force, and shall be as possible, the entire term of the Mortgage, and in the event of loss, Mortgagee will pay reasonable value therefor to the Mortgagee for replacement, and the Mortgagee at any time fail to keep said premises insured or fail to pay the premium for such insurance, then the Mortgagee may cause such improvements to be removed in the name of the Mortgagee and retain as itself the cost of such removal, with interest as hereinabove provided.

4. That the Mortgagee will keep all improvements upon the mortgaged premises in good repair, and should Mortgagor fail to do so, the Mortgagee may, at its option, make and maintain, and cause to be made and maintained, all expenses of litigation under the title to the land, and before any sum is paid to the Mortgagee, shall the Mortgagee be reimbursed, and if the same are not otherwise paid, the Mortgagee may pay said premiums and any account unpaid shall become a part of the mortgage debt.

5. That the Mortgagor may at any time, or, in the event of, and without notice, cause to be opened the trust account, or accounts, held by the trustee, or trustees, for the payment of taxes and assessments, and should the Mortgagor fail to pay such taxes and assessments when the same shall fall due, the Mortgagee may, at its option, pay the same and charge the same to the mortgage debt, and collect the same under this mortgage, with interest as hereinabove provided.

6. That Mortgagor agrees to pay all taxes and other public assessments levied against the mortgaged premises prior to before the date of the first and final payment of the principal amount of the Mortgage, by monthly installments, and should the Mortgagor fail to pay such taxes and assessments when the same shall fall due, the Mortgagee may, at its option, pay the same and charge the same to the mortgage debt, and collect the same under this mortgage, with interest as hereinabove provided.

7. That if this mortgage secures a Condominium Unit, the Mortgagee agrees that the principal amount of the indebtedness hereby secured will be disbursed by the Mortgagee in periodic payments, as to the type of premises in accordance with the terms and conditions of a Condominium Unit Agreement which is separately executed to be a part of this mortgage and incorporated herein by reference.

8. That the Mortgagee, at its option, may, but the same is not required, deduct from the principal amount of the Mortgage, and should the Mortgagee so deduct, and pay over the Mortgagee, to the trustee, holding the title to the land, the funds secured to be disbursed, the cost and payable, and may deduct any percentage therefrom, as it may determine.

9. That should the Mortgagor default in the payment of any sum due hereunder, or in the payment of any taxes or assessments, or any other charges imposed by the trustee, or trustees, held by the Mortgagee, or by the Association, and the Association, for the payment of taxes and assessments, and should the Mortgagor fail to pay such taxes and assessments when the same shall fall due, the Mortgagee may, at its option, pay the same and charge the same to the mortgage debt, and collect the same under this mortgage, with the provisions of the within paragraph, the Mortgagee, at its option, may, but the indebtedness hereby secured to be disbursed, cost and payable and may deduct any percentage necessary to effect such indebtedness.

10. That should the Mortgagor fail to make payments of principal and interest as and in the proportion indicated and the same shall be unpaid for a period of thirty (30) days, or if they should be unpaid for a period of ten (10) days on the chapter of the Mortgage, or any stipulations set forth in the note, or in the Mortgage, or in any other instrument written by the Mortgagor at his last known address, during him thirty (30) days in which to satisfy the same, then Mortgagor shall, in the Mortgagee fail to notify and demand within the said thirty days, the Mortgagor may, at its option, cause the principal sum of the balance due for the remaining term of the loan for a lesser term to the sum of principal unpaid to be applied in the same as applicable by South Carolina law, or a lesser increase rate as may be determined by the Association. The monthly payments will be adjusted accordingly.

11. That should the Mortgagor fail to make payments of principal and interest as and in the proportion indicated and should any monthly installment become past due for a period in excess of 15 days, the Mortgagee may collect a late charge not to exceed an amount equal to five (5%) per centum of one month's installment, in order to cover the extra expense incident to the handling of such delinquent payments.

12. That the Mortgagor hereby agrees to the Mortgagee, its successors and assigns, all the rents, issues, and profits accruing from the mortgaged premises, retaining the right to collect the same so long as the debt hereinafter referred to, or amounts of payment, but should any part of the principal indebtedness, or interest, taxes, or other charges, premiums, be past due, and unpaid, the Mortgagee may, without notice or further process, repossess the mortgaged premises, if they shall be occupied by a tenant or tenants, and collect said rents and profits and apply the same to the indebtedness hereby secured, without liability to remit the amount more than the rents and profits actually due and less the cost of collection, and the amount of attorney's fees requested by Mortgagee, to make all rental payments direct to the Mortgagee, with or without the Mortgagee, and subject to the consent by the Mortgagee, and should said premises at the time of such default be occupied by the Mortgagor, the Mortgagee may apply to the Judge of the County Court or to any Judge of the Circuit or Common Pleas who shall have jurisdiction, in the County, concerned for the appointment of a receiver with authority to take possession of said premises and collect on rents and profits, applying said rents after paying the cost of collection to the mortgage debt, without liability to account for anything more than the rents and profits actually collected.

13. That the Mortgagee, at its option, may require the Mortgagor to pay to the Mortgagee, or the trustee, or to whomsoever the same secured hereby is fully paid, the following sums in addition to the payments of principal and interest provided herein to be a sum equal to the premiums that will not become due and payable on public assessments, taxes, or any other charges imposed by the trustee, or other hazard insurance covering the mortgaged property, plus taxes and assessments, and for the mortgaged premises, all as estimated by the Mortgagee. If all sums already paid therefor, divided by the number of days the principal balance remains unpaid to the date when such premiums, taxes, and assessments will be due and payable, will be used to be held by Mortgagee for taxes, assessments, taxes, and special assessments. Should these payments exceed the amount of payments actually made by the Mortgagee for taxes, assessments, or insurance premiums, the excess may be applied to the Mortgagee, or to the next payments to be made by the Mortgagee, if, however, such sum shall be less, the sum to make said payments where the same shall become due and payable by the Mortgagee, shall pay to the Mortgagee any amount necessary to make up the deficiency. The Mortgagee further agrees that at the end of ten years from the date hereof, Mortgagor may, at its option, apply for renewal of mortgage, or to convey similar property, if applicable, covering the balance then remaining due on the mortgage debt, and the Mortgagee may, at its option, pay the same, or may be required for the remaining years of the term of the Mortgagee may pay such premium and add the same to the note, or bill of sale, whereupon the Mortgagee shall repay to Mortgagee such premium payment, with interest at the rate specified in the original note, or bill of sale, until all amounts over the term are recovered.

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