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Form 111-B with all of the regular entries and then add the following:

¹⁰ BANE AND TO HOLD off and so reduce the net losses of the NLRB's enforcement power.

The Mortgagor represents and warrants that said Mortgaged property is free from all liens, encumbrances, and other charges, and that the above described premises are free and clear of all liens or other encumbrances, except the Mortgagor's first mortgage, which shall be the only encumbrance thereon, and that the Mortgagor will forever defend the same against all persons, and will pay over to the trustee all rents, issues, and profits, and every other sum of money which may be due or become due to the trustee under this instrument.

THE MODELMAN COMMANDS AND ACTS AS FOLLOWS:

1. That the Mortgagor will promptly pay the principal and interest on the mortgage debt, with interest at the times and in the manner therein provided.

2. That this mortgage will secure the Mortgagor for any additional sums which may be assessed thereon at the option of the Mortgagor, for the payment of taxes, or public assessments, hazard insurance premiums, or other such expenses paid out by the provisions of this mortgage, and also for any fees or charges that may hereafter be paid by the Mortgagor to the Mortgagor under the authority of Sec. 45-55, 1992 Code of Laws of South Carolina as amended or similar statutes, and the same shall bear the same rate of interest as that provided in said note unless otherwise agreed upon by the parties, and shall be paid to the demand of the Mortgagor, unless otherwise provided in writing.

3. That Mortgagor will keep the improvements on the mortgaged premises, whether or not occupied, in good repair, and against loss by fire, windstorm and other hazards in a sum not less than the balance due thereon at any time, and pay all taxes or assessments payable to the Mortgagor, and Mortgagor has hereby agreed to pay all policies of insurance to the Mortgagor, and agrees that all such policies shall be held by the Mortgagor should it so require, and shall include loss payable by reason of fire or the Mortgagor, and in the event of loss, Mortgagor will give immediate notice thereof to the Mortgagor by registered mail, and should the Mortgagor at any time fail to keep said premises insured or fail to pay the premium for such insurance, then the Mortgagor may cause such improvements to be insured in the name of the Mortgagor and demands full fee for the cost of such insurance, with interest as hereinabove provided.

4. That the Mortgagor will keep all improvements upon the mortgaged premises in good repair, and should Mortgagor fail to do so, the Mortgagor may at its option enter upon said premises and make such repairs as necessary, and charge the expenses for such repairs to the mortgage debt, and collect the same under this mortgage with interest as hereinabove provided.

5. That the Mortgagor may at any time require the payment and/or acceptance of promissory notes, the date of any payment, alleged under the indebtedness secured hereby in a sum sufficient to pay the mortgage debt, with the Mortgagor, as beneficiary, and if the premiums are not otherwise paid, the Mortgagor may pay said premiums and any amount so paid shall be added as part of the mortgage debt.

6. That Mortgagor agrees to pay all taxes and other public assessments levied against the mortgaged premises and before the due dates thereof and to collect the receipts thereon at the offices of the Mortgagor immediately upon payment, and should the Mortgagor fail to pay such taxes and assessments when the same shall fall due, the Mortgagor may, at its option, pay the same and charge the amounts so paid to the mortgage debt and collect the same under this mortgage with interest as above provided.

7. That if this mortgage secures a "Construction Loan", the Mortgagor agrees that the principal amount of the indebtedness hereby secured shall be disbursed to the Mortgagor in periodic payments, as construction progresses, in accordance with the terms and conditions of a Construction Loan Agreement which is separately executed for each segment of this mortgage and incorporated herein by reference.

8. That the Mortgagor will not further encumber the premises herein described without the prior consent of the Mortgagor, and should the Mortgagor so encumber such premises the Mortgagor may, at its option, declare the indebtedness hereby secured to be immediately due and payable and may institute any proceedings necessary to collect said indebtedness.

9. That should the Mortgagor alienate the mortgaged premises by Contract of Sale, Bond for Title, or Deed of Conveyance, and the within mortgage indebtedness is not paid in full, the Mortgagor or his Purchaser shall be required to do with the Association an assumption for an assumption of the mortgage indebtedness, pay the reasonable cost as required by the Association for processing the assumption, furnish the Association with a copy of the Contract of Sale, Bond for Title, or Deed of Conveyance, and have the interest rate on the loan balance existing at the time of transfer modified by increasing the interest rate on the said loan balance to the maximum rate per annum permitted to be charged at that time by applicable South Carolina law, or a lesser increase in interest rate as may be determined by the Association. The Association will notify the Mortgagor or his Purchaser of the new interest rate and monthly payments, and will mail him a new payoff. Should the Mortgagor, or his Purchaser, fail to comply with the provisions of the within paragraph the Mortgagor, at its option, may declare the indebtedness hereby secured to be immediately due and payable and may institute any proceedings necessary to collect said indebtedness.

10. That should the Mortgagor fail to make payments of principal and interest as due on the promissory note and the same shall be unpaid for a period of thirty (30) days, or if there should be any failure to comply with and abide by any by laws or the charter of the Mortgagor, or any regulations set out in this mortgage, the Mortgagor, at its option, may write to the Mortgagor at his last known address, giving him thirty (30) days in which to rectify the said default and should the Mortgagor fail to rectify said default within the said thirty days, the Mortgagor may, at its option, increase the interest rate on the loan balance for the remaining term of the loan or for a lesser term to the maximum rate per annum permitted to be charged at that time by applicable 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 due on the promissory note and should any monthly installment become past due for a period in excess of 15 days, the Mortgagor may collect a late charge, not to exceed an amount equal to five (5%) per centum of any such past due installment, in order to cover the extra expense incident to the handling of such delinquent payments.

12. That the Mortgagor hereby assigns to the Mortgagor, 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 hereby secured is not in arrears of payment, but should any part of the principal indebtedness, or interest, taxes, or fine insurance premiums, be past due and unpaid, the Mortgagor may without notice or further proceedings take over the mortgaged premises, if they shall be occupied by a tenant or tenants, and collect and rents and profits and apply the same to the indebtedness hereby secured, without liability to account for anything more than the rents and profits actually collected, less the cost of collection, and any tenant is authorized, upon request by Mortgagor, to make all rental payments direct to the Mortgagor, without liability to the Mortgagor, until通知 to the contrary by the Mortgagor, and should said premises at the time of such default be occupied by the Mortgagor, the Mortgagor may apply to the Judge of the County Court or to any Judge of the Court of Common Pleas who shall be resident or practicing in the county, licensed for the appointment of a receiver, with authority to take possession of said premises and collect such 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 Mortgagor, at its option, may require the Mortgagor to pay to the Mortgagor, on the first day of each month until the note secured hereby is fully paid, the following sum in addition to the payments of principal and interest provided in said note, a sum equal to the premium that will next become due and payable on policies of mortgage liability insurance, if applicable, fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged premises, plus as estimated by the Mortgagor less all sum already paid thereon, divided by the number of months to elapse before the month prior to the date when such premiums, taxes, and assessments will be due and payable, such sum to be held by Mortgagor to pay said premiums, taxes and special assessments. Should these payments exceed the amount of payments actually made by the Mortgagor for taxes, assessments, or insurance premiums, the excess may be credited by the Mortgagor on subsequent payments to be made by the Mortgagor. It, however, and sum shall be insufficient to make said payments when the same shall become due and payable, the Mortgagor shall pay to the Mortgagor any amounts necessary to make up the deficiency. The Mortgagor further agrees that at the end of ten years from the date hereof, Mortgagor may, at its option, apply for renewal of mortgage liability or similar insurance, if applicable, covering the balance then remaining due on the mortgage debt, and the Mortgagor may, at its option, pay the single premium required for the remaining years of the term, or the Mortgagor may pay such premium and add the same to the mortgage debt, in which event the Mortgagor shall repay to Mortgagor such premium payment, with interest at the rate specified in said premiums, but on unpaid monthly installments over the remaining payment period.