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**FIG. 111** is with all rights reserved by the author. The author has given permission for the reproduction of the material contained in this figure in the following manner: it may be reproduced in its entirety or in part for the non-commercial purposes of research, teaching, and scholarship, provided that the original author and source are cited.

**TO HAVE AND TO HOLD** all and singular the said premises with the M. to have the same.

The Mortgagor represents and warrants that s/he Mortgagor has not and will not do any act or thing which would violate or contravene any of the above described premises are free and clear of all liens or charges of every kind, and that the Mortgagor will take no steps to interfere with or vex or trouble the lessee, and that the Mortgagor will fully defend the lessee against all claims and demands of any person arising from and against the Mortgagor and every person who may ever have had an interest in the above described premises.

**THE MORTGAGOR COVENANTS AND AGREES AS FOLLOWS:**

1. That the Mortgagor will promptly pay the principal and interest on the mortgage debt as and when due at the times and in the manner therein provided.
  2. That this mortgage will secure the Mortgagor for any additional sums which may be necessary to the payment of the principal of the Mortgage, for the payment of taxes, or public assessments, toward his taxes, premiums, or interest, or other expenses of the process of this mortgage, and also for any sum or amounts that may be due to the Mortgagor by the Mortgagor to the Mortgagor under the authority of Sec. 45-55-1992 Code of Laws of South Carolina as amended, or any other statute, or law, or rule, or regulation, or interest at the same rate or rates as that provided in said rule unless otherwise agreed upon by the parties aforesaid being a sum at the decimal of the Mortgagor, unless otherwise provided in writing.
  3. That Mortgagor will keep the improvements on the mortgaged premises, whether caused by him or not, in good condition and free from windblown and other hazards or a sum not less than the value of the improvements, or any part of the improvements, acceptable to the Mortgagor, and Mortgagor shall be entitled to collect the value of such improvements, or any part of the improvements, if the Mortgagor fails to do so, and Mortgagor agrees that all such policies shall be held by the Mortgagor, should it be required, and shall be held by the Mortgagor, and in the event of loss, Mortgagor will give immediate notice thereof to the Mortgagor, for collection, and should the Mortgagor at any time fail to keep said premises named or fail to pay the premiums for such insurance, then the Mortgagor shall cause such improvements to be insured in the name of the Mortgagor, and shall bear itself 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, at its option, after a period of six months, may make such repairs, and charge the expense to each, and return to the mortgaged 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 satisfaction of any sum unpaid from time to time, advanced under the indebtedness secured hereby, or a sum sufficient to pay the mortgaged debt, with the Mortgagor, as trustee, and if the premiums are not otherwise paid, the Mortgagor may pay said premiums and the same shall bear as a part of the mortgaged debt.
  6. That Mortgagor agrees to pay all taxes and other public assessments levied on the mortgaged premises, or on before the due dates thereof, and to satisfy the same by the trustee of the Mortgagor, and shall pay such, and should the Mortgagor fail to pay such taxes and assessments when the same shall fall due, the Mortgagor shall, at its option, pay the same and charge the amounts unpaid to the mortgaged debt, and collect the same under this mortgage, with interest as hereinabove provided.
  7. That if this mortgage secures a Condominium Unit, the Mortgagor agrees that the premium, or amount of the indebtedness hereby secured shall be advanced to the Mortgagor in proportion to its interest, with the terms and conditions of a Condominium Lease Agreement which is separately executed, and is to be a part of this mortgage and incorporated herein by reference.
  8. That the Mortgagor will sue the trustee, or trustee, or the person or persons holding the property, or unit of the Mortgagor, and should the Mortgagor commence such proceedings, the Mortgagor may, at its option, deduct 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 decline the mortgaged premises for a period of one year, or less, or if Default of Conveyance, and the within mortgage indebtedness is not paid, or all the Mortgagor's or his lessees shall be required to do with the Association, or application for an assumption of the mortgage indebtedness, pay the sum, or sum as required by the Association, for processing the assumption, furnish the Association with a copy of the Contract of Sale, binding on the above Default of Conveyance, and have the interest rate on the loan balance existing at the time of the sale, and add to the same, or the interest rate on the new loan balance, to the maximum rate per annum permitted to be charged at that time by applicable State, or local laws, or a lesser increase in interest rate as may be determined by the Association. The Association will notify the Mortgagor in his possession of the new interest rate, and in full, pay demands, and will mail him a new passbook. Should the Mortgagor, at his option, pay the same, or the remaining term of the loan, for a lesser term to the maximum rate per annum permitted to be charged at that time by applicable State, or local law, or a lower increase rate as may be determined by the Association. The monthly payments will be adjusted accordingly.
  10. That should the Mortgagor fail to make payments of principal and interest as due on the previous month, and the same shall be unpaid for a period of thirty (30) days, or if there should be any failure to comply with and fulfill by law, or the charter of the Mortgagor, or any stipulations 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, for a lesser term to the maximum rate per annum permitted to be charged at that time by applicable State, or local law, or a lower 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 previous month, and the same shall be unpaid 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 agrees to the Mortgagor, its successors and assigns, all the rents, issues, and profits, arising from the mortgaged premises, retaining the right to collect the same so long as the said funds are used, or not in excess of payment, he should any part of the principal indebtedness, or interest, taxes, or other public assessments, be past due, and unpaid, the Mortgagor may without notice or further proceedings take over the mortgaged premises, or they shall be taken by a court or tribunal, to collect said rents and profits and apply the same to the indebtedness hereby secured, without first having to account for anything more than the rents and profits actually collected, less the cost of collection, and any amount so unaccounted upon request by Mortgagor, to make all rental payments direct to the Mortgagor, without liability to the Mortgagor, and subject to the action of 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 recorder or presiding justice, or county clerk for the appointment of a receiver with authority to take possession of said premises and collect all rents and profits, and to apply the 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 sums in addition to the payments of principal and interest provided in said note, a sum equal to the premiums that will next become due and payable on policies of mortgage property insurance, if applicable, fire, and other hazard insurance covering the mortgaged property, plus taxes, and assessments, etc., on the mortgaged premises, all as estimated by the Mortgagor, less all sums already paid thereon, divided by the number of months to elapse before the next 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, if, however, said 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 mortgaged amounts or similar insurance, if applicable, to cover the balance then remaining due on the mortgage debt, and the Mortgagor may, at its option, pay the same premium required for the remaining years of the term of the Mortgagor, may pay such premium and add the same to the mortgage debt, or whatever the Mortgagor do repay to Mortgagor such premium payment, with interest, at the rate specified in said premium note, in equal monthly installments over the remaining payment period.

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