

108d, 111H, with all and similar in the right-hand margin. In addition, the first page of the original manuscript was signed by the author, "John H. Johnson," and dated "July 19, 1945." The title page of the typescript was also signed by the author, "John H. Johnson," and dated "July 19, 1945." The title page of the typescript was also signed by the author, "John H. Johnson," and dated "July 19, 1945."

TO HAVE AND TO HOLD all and singular the said premises of the Plaintiff to have and always to hold.

The Mortgagor represents and warrants that said Mortgagor is executing this instrument in good faith and that the above described premises are free and clear of all liens or other encumbrances, except the Mortgagor's indebtedness to the Lender under the same, and that the Mortgagor will forever set up no defense to the validity of the Mortgagor's indebtedness to the Lender and against the Mortgagor and every person whom ever lawfully claim or come into possession of the premises.

THE MOKUGAKOR COVENANTS AND AGREES AS FOLLOWS:

- That the Mortgagor will promptly pay the principal and interest on the mortgage debt, and all such premium note at the times and in the manner therein provided.
 - That this Mortgagor will secure the Mortgagor for any additional sums which may become due and owing at the option of the Mortgagor, for the payment of taxes, or public assessments, hazard insurance premiums, expenses of insurance, or amounts payable to the providers of this indebtedness, and also for any loans or advances that may hereafter be made by the Mortgagor to the Mortgagor under the authority of Sec. 45-55, 1942 Code of Law of South Carolina, as amended, or in the statutes and laws of said State, which shall bear interest at the same rate or rates as that provided in said note unless otherwise agreed upon by the parties, or shall be payable at the demand of the Mortgagor, unless otherwise provided in writing.
 - That Mortgagor will keep the improvements on the mortgaged premises, whether now existing or hereafter to be erected, insured against loss by fire, windstorms and other hazards in a sum not less than the balance due thereon at any time, or in such amount as may be payable to the Mortgagor, and Mortgagor has hereby assigned the policy or 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 all sums due and owing of the Mortgagor, and in the event of loss, Mortgagor will give immediate notice thereof to the Mortgagor for signature, and Mortgagor shall the Mortgagor at any time fail to keep said premises insured or fail to pay the premium due for such insurance, then the Mortgagor may cause such improvements to be insured in the name of the Mortgagor and Mortgagor shall bear the cost of such insurance, with interest as hereinabove provided.
 - 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 whatever repairs are necessary, and charge the expenses for such repairs to the mortgage debt and collect the same under this mortgage with interest as hereinabove provided.
 - That the Mortgagor may at any time apply to the trustee and co-trustee to receive, upon the first day of any month, all interest accrued under the indebtedness secured hereby in a sum sufficient to pay the trustee, title, and the Mortgagor, as trustee, and all the premiums are paid, otherwise, part, the Mortgagor may pay said premiums and any amount unpaid shall become a part of the mortgage debt.
 - That Mortgagor agrees to pay all taxes and other public assessments levied against the mortgaged premises, on or before the last date thereof, and to hold the receipts therefrom in the office of the Mortgagor, until fully 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, held the same under this mortgage with interest as hereinabove provided.
 - That if the mortgagor violates a provision contained herein, the Mortgagor agrees that the principal amount of the indebtedness hereby secured shall be paid over to the Mortgagor in periodic payments, as of the time of precessum, in accordance with the terms and conditions of a Condominium Loan Agreement which is separately executed but is made a part of this mortgage and incorporated herein by reference.
 - That the Mortgagor will be entitled to deduct the principal amount so paid, with the prior consent of the Mortgagor, and should the Mortgagor so deduct any sum from the Mortgagor's account of the option, before the indebtedness hereby secured to be immediately due and payable, and that no deduction or precessum shall be made in respect of such indebtedness.
 - That should the Mortgagor fail to make the required payments of principal and interest as due on the monthly note and the same shall be unpaid for a period of thirty (30) days or if there are 11 or more full days to comply with and abide by said 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 pay the said default and should the Mortgagor fail to rectify said default within the said thirty (30) days, the Mortgagor may, at its option, reduce the interest rate on the unpaid balance for the remaining term of the loan or for a lesser term to the maximum rate per annum permitted to be charged, if that can be applied by South Carolina law, or a lesser interest rate as may be determined by the Association. The monthly payments shall be deducted in arrears.
 - That should the Mortgagor fail to make payments of principal and interest as due on the monthly 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.
 - That the Mortgagor hereby agrees 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 title hereby secured is not in arrears of payment, but should any part of the principal indebtedness or interest, taxes or other charges become due and unpaid, the Mortgagor may without notice or further process, take over the mortgaged premises of the Mortgagor, and hold by a term or tenancy, and collect said rents and profits and apply the same to the unpaid balance, or any deficit left, by account for anything more than the rents and profits actually collected, less the cost of collection, and the amount so collected is authorized, upon request by Mortgagor, to make all rental payments due to the Mortgagor without liability to the Mortgagor, and is due to the trustee 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 competent to provide for the amount necessary for the appointment of a receiver with authority to take possession and premises, and collect such rents and profits, applying said rents, after paying the cost of collection, to the mortgage debt without liability to exceed the amount due, than the rents and profits actually collected.
 - 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 insurance, if applicable, fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property, all as estimated by the Mortgagor. If less all sums already paid thereon, shall be the responsibility of the Mortgagor to pay such 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, such sums 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 maturity 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 premium contract, in a single monthly installment over the remaining payment period.