Balance a House House

TOGETHER with all and singular the rights, members, hereditaments, and appartenances to the same belonging or in any was incident or appertaining, including all built-in stores and refrigerations, heating, an exclutioning, plus long and electrical fixtures, wall to wall carpeting, fences and gates, and any other equipment or fixtures now or hereafter attached, connected or fitted in any institute, the intention of the parties hereto that all such fixtures and equipment, other than homehold fundame, be considered a part of the reality.

TO HAVE AND TO HOLD all and singular the said premises unto the Mortgagee, its successors and assigns forever.

The Mortgagor represents and warrants that said Mortgagor is seized of the above described premises in fee simple absolute, that the above described premises are free and clear of all liens or other encumbrances; that the Mortgagor is lawfully empowered to convey or encumber the same; and that the Mortgagor will forever defend the said premises upto the Mortgagor, its successors and assists, from and against the Mortgagor and every person whomsoever lawfully clauming or to claim the same or any part thereof.

THE MORTGAGOR COVENANTS AND AGREES AS FOLLOWS:

- 1. That the Mortgagor will promptly pay the principal and interest on the indebtedness evidenced by said promissory note at the times and in the manner therein provided.
- 2. That this mortgage will secure the Mortgagee for any additional sums which may be advanced bereafter, at the option of the Mortgagee, for the payment of taxes, or public assessments, hazard insurance premiums, repairs or other such purposes pursuant to the provisions of this mortgage, and also for any loans or advances that may bereafter 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 similar statutes, and all sums so advanced shall locar 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 Mortgagee, 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 a company or companies acceptable to the Mortgagee, and Mortgagor does hereby assign the policy or policies of insurance to the Mortgagee and agrees that all such policies shall be held by the Mortgagee should it so require and shall include loss payable clauses in favor of the Mortgagee; and in the event of loss, Mortgagor will give immediate notice thereof to the Mortgagoe by registered mail; and should the Mortgagor at any time fail to keep said premises insured or fail to pay the premiums for such immance, then the Mortgagoe may cause such improvements to be insured in the name of the Mortgagor and reindourse itself for the cost of such immance, with interest as hereinahove 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 egition, 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 hereinaltene provided.
- 5. That the Mortgagee may at any time require the issuance and maintenance of insurance upon the life of any person eldigated under the indebtedness secured hereby in a sum sufficient to pay the incetgage debt, with the Mortgagee as beneficiary, and if the premiums are not otherwise paid, the Mortgagee may pay said premiums and any amount so paid shall become a part of the incetgage debt.
- 6. That Mortgagor agrees to pay all taxes and other public assessments levied against the mortgaged premises on or before the due dates thereof and to exhibit the receipts therefor at the offices of the Mortgagor manchintely 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 allow provided.
- 7. That if this mortgage secures a "construction loan", the Mortgagor agrees that the principal amount of the indebtedness hereby secured shall be distanced 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 but is made a part of this mortgage and incorporated herein by reference.
- S. That the Mortgagos will not further encumber the premises above described, without the prior consent of the Mortgagos, and should the Mortgagos so encumber such premises, the Mortgagos 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 Furchaser shall be required to file with the Association an application 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 moreoving 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 losser increase in interest rate as may be determined by the Association. The Association will motify the Mortgagor or his purchaser of the new interest rate and monthly payments, and will mail him a new passbook. Should the Mortgagor, or his Functioner, full 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 at these should be any failure to comply with and abide by my by-laws or the charter of the Mortgagor, or any stipulations set out in this mortgage, the Mortgagor at its equion 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 equion, increase the interest rate on the loan believe for the remaining term of the loan or for a lesser term to the maximum rate per amount permitted to be charged at that time by applicable South Cardina law, or a lesser increase rate as may be determined by the Association. The mortidy 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 morably 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 seemed is not in arrears of payment, but should any part of the principal indebtedness, or interest, taxes, or fire insurance premiums, he past due and unquid, the Mortgagor may without notice or further proceedings take over the mortgaged premises, if they shall be occupied by a tenast or tenasts, and collect said rents and profits actually collected, less the cost of collection, and any tenast is authorized upon request by Mortgagor, than the rents and profits actually collected, less the cost of collection, and any tenast is authorized upon request by Mortgagor, and should said premises at the time of such default be occupied by the Mortgagor until notified 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 Courty Court or to any Judge of the Court of Common Pleas who shall be resident or presiding in the county aforesaid 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 Mortgagoe, at its option, may require the Mortgagor to pay to the Mortgagoe, on the first day id each month until the note secured briefly 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 guaranty insurance (if applicable), fire and other hazard insurance covering the mortgaged property, plus taxes, and assessments treat due on the mortgaged premises (all as estimated by the Mortgagoe) less all sums already paid therefor, divided by the number of months to elapse before one month prior to the date when such premiums, taxes, and assessments will be due and payable, such sums to be held by Mortgagoe to pay said premiums, taxes and assessments. Should these payments exceed the amount of payments actually made by the Mortgagoe for taxes, assessments, or insurance premiums, the excess may be credited by the Mortgagoe on solvequent payments to be made by the Mortgagoe; if, however, said sums shall be insufficient to make said payments when the same shall become due and payable, the Mortgagor; if, however, said sums shall be insufficient to make up the deficiency. The Mortgagor further agrees that at the end of ten years from the date bereof, Mortgagoe may, at its option, apply for renewal of mortgage guaranty or similar insurance (if applicable) covering the halance then remaining due on the mortgage debt, and the Mortgagor may, at its option, pay the similar insurance (if applicable) covering the halance then remaining due on the mortgage debt, and the Mortgagor may, at its option, pay the similar insurance (if applicable) covering the halance to the remaining due on the mortgage may pay such premium and add the same to the mortgage debt, in which event the Mortgagor shall repay to Mortgagoe such premium payment, with interest, at the rate specified in said promissory note, in equal monthly installments over the remaining payment persod.

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