TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises unto the said THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA or its successors and assigns forever. And $\frac{1}{1}$

do hereby bind _____my heirs, executors, administrators and assigns, to warrant and forever defend all and singular the said premises unto the said THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA or its successors and assigns from

and against <u>my</u> heirs, executors, administrators and assigns

and all others whomsoever lawfully claiming or to claim the same or any part thereof and heirs, executors, administrators and assigns covenant with the mortgagee, its successors and assigns that at and until the ensealing of these presents I was well seized of the above described premises as a good and indefeasible estate in fee simple and have good right to sell and encumber and convey the same, and that the same are free from all encumbrances and liens whatsoever.

AND IT IS AGREED BY AND BETWEEN THE SAID PARTIES:

- 1. The mortgager will pay said Note or obligation as herein and in said Note or obligation provided and agrees that all overdue interest and past due principal shall draw interest at the rate of per cent per annum, or if left blank, at the maximum legal rate in South Carolina.
- 2 Before they become delinquent, the mortgagor will pay all taxes, assessments and charges of every character which are now due or which may hereafter become liens on said premises, including all taxes assessed in the State in which the mortgaged premises are situated against the mortgagee or its assigns on this instrument or the sum hereby secured or evidenced by said Note, provided the amount of such latter taxes with the interest in the sum hereby secured does not exceed the maximum permitted by law, but if it does, the excess is to be paid by the mortgagee, and will immediately deliver to the mortgagee, its successors or assigns, at its office, receipts of the proper officers therefor, and if not paid the mortgagee may pay such taxes, assessments and charges (of which payment, amount and validity thereof the receipt of the proper officer shall be conclusive evidence) and any amount so paid shall be due and payable immediately or on demand at the option of the mortgagee with interest at eight (8%) per cent per annum and shall be secured by this instrument.
- 3 The mortgagor will keep the buildings on said premises insured against loss by fire with the policy or policies of insurance to provide for extended coverage in companies and amounts satisfactory to and with a mortgagee clause making payments for loss under all policies of insurance covering the premises payable to the mortgagee and definer the policies marked "Paid" to the mortgagee and renewals thereof at least seven days before the expiration of the old policies. In default thereof, the mortgagee may effect such insurance and the amount so paid shall be due and payable immediately or on demand at the option of the mortgagee with interest at with 15% her cent per annum and shall be secured by this instrument. At the option of the mortgagee, the proceeds of loss under any policy whether endorsed payable to the mortgagee or not may be applied in payment of the principal, interest or any other sum secured by this instrument whether due or not or to the restoration or replacement of any building on said premises which in any way affecting the liven of the instrument or the obligation of the mortgagor or any other person for payment or the indeptedness terms associated whether such mortgagor be the then owner of said premises or not
- 4. Such expenses and fees as may be incurred in the production of said premises and the maintenance of the ben of this instrument, including the feet of any afterows in ployed by the meripages in any litigation of proved by affecting said premises when the part to the part to increase and section by this instrument. And it is further agreed that in case the debt so med by this my thank of any part thereof is collected by suit or action, or this mentgage be free board, or put into the hands of an attendity for collection, suit, action or foreclosure the said monthages shall be depended with all costs of collection including a reasonable attendeds fee of not a so than titues of any contract of the principal and interest on the amount nucleid which shall be due and payed a attended in any but or altern between the foreign and may the necessarily soul or altern hereupon or browning.
- 5. The mortgaper all not assume the rest or any part of the rest of said premises nor demolish or remove any building advice the another consent of the mortgages.
- 6. In the exent of the passage after the date of this instrument of any law of the State in which the mortgaged premises are situated deducting from the value of the land for the purposes of taxation any ben thereon, or providing or charging in any way the laws now in force for the taxation of mortgages or debts secured thereby, for state or for all purposes or the marrier of the collection of any such taxes so as to affect the interest of the mortgages, the whole sum skilling the instrument with interest thereon, at the option of the mortgage shall ammediately become due, payable and collectible without notice.
- 7. In the event of default in the payment of the indictedness bereby secured or any part thereof or in any of the covenants or conditions of this mortgage at the cition of the mortgage without notice, notice of the eventure of such option hereby expressly waived, the event is indictedness secured by this instrument shall immediately become due, payable and collectible and the mortgage shall have power to sell said premises according to law and this mortgage may be foreclosed and the mortgaged shall be entitled to the immediate appointment of a receiver without notice for the collection of the rents of said premises during the pendency of such foreclosure and the rents and profits of the premises falling due after default are hereby assigned to the mortgagee as security for the payment of such indebtedness.
 - 8. That no portion of the said premises shall be used for any unfawful purpose.
- 9. The mortgager will keep and maintain said premises and every part thereof with buildings, fixtures and machinery and appurtenances in thorough repair and condition and from time to time make all needful and proper replacements so that said buildings, fixtures, machinery and appurtenances will at all times be in good condition, fit and proper for the respective purposes for which they were originally erected or installed.
- 10. In the event of default in the payment of the indebtedness hereby secured, or any part thereof, or in the performance of any of the covenants or conditions of this mortgage, in addition to any other rights

4328 RV.2

Japan Sagar III 🎉