- 4. REPAIRS. Mortgagor will keep the premises is as good order and repair as they are now (reasonable wear and tear excepted) and will not commit or permit any waste or any other state of facts whereby the value of the premises might be impaired.
- 5. COMPLIANCE WITH LAWS. Mortgagor shall promptly comply with any applicable legal requirements of the State of South Carolina or other governmental entity, agency or instrumentality relating to the use or condition of the premises.
- 6. CONDEMNATION AWARD. Any award for the taking of, or damages to, all or any part of the premises or any interest therein upon the lawful exercise of power of eminent domain shall be payable to Mortgagee who may apply the sums so received to the portion of the debt hereby secured last falling due or in such other manner as Mortgagee may determine.
- 7. PAYMENTS BY MORTGAGEE. If Mortgagor shall be in default in the timely performance of any obligation under this Mortgage or the Note hereby secured or in the timely performance of any obligation imposed by a prior Mortgage, or the Note thereby secured or otherwise Mortgagee at its option may expend for the account of Mortgagor such sums as may be necessary to cure any such default. Further, Mortgagee may, at its option, expend for the account of Mortgagor such sums, expenses and fees as may become necessary or be incurred for the protection of the premises, for the protection of the lien of this Mortgage and for the maintenance and execution of this Mortgage. Any amounts so expended shall be deemed principal advances secured by this Mortgage, shall bear interest from the time expended at the rate prescribed in the Note hereby secured and shall be due and payable on demand. However, Mortgagee shall be under no obligation to do any of the foregoing, and its failure to do so shall not be construed as a waiver of any default hereunder.
- 8. TRANSFER OF THE PROPERTY ASSUMPTION. If all or any part of the property or an interest therein is sold or transferred by Borrower without Mortgagee's prior written consent, excluding (a) the creation of a fien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Mortgagee may, at Mortgagee's option for any reason, declare all the sums secured by this Mortgage to be immediately due and payable.
- 9. MORTGAGOR'S CONTINUING OBLIGATION. The Mortgagor shall remain liable for full payment of the principal and interest on the Note (or any advancement or obligation) secured hereby, notwithstanding any of the follows:
- (a) The sale of all or a part of the premises, (b) the assumption by another party of the Mortgagor's obligations hereunder, (c) the forbearance or extension of time for payment or performance of any obligation hereunder, whether granted to Mortgagor or a subsequent owner of the property, and (d) the release of all or any part of the premises securing said obligations or the release of any party who assumes payment of the same. None of the foregoing shall in any way affect the full force and effect of the lien of this Mortgage or impair Mortgagee's right to a deficiency judgment in the event of foreclosure) against Mortgagor or any party assuming the obligations hereunder.
- 10. WAIVER OF HOMESTEAD. The Mortgagor does hereby expressly waiver, release and discharge his homestead exemption as allowed by the laws of the State of South Carolina until the entire amount owed hereunder is paid in full.
- 11. DEFAULT. Failure to make any payments or perform any acts required by this instrument shall constitute default by the Mortgagor.
- 12. RENTS. The Mortgagor hereby sets over, assigns, transfers any and all rents, issues and profits of the said premises hereinbefore described accruing from and after service of a Summons issued in an action to foreclose this Mortgage, or from the date of mailing Notice of Default from the Mortgagee or its Attorney to the Mortgagor, whichever occurs first.
- 13. DEFINITIONS. As used herein the terms "Mortgager" "Mortgagee" and other terms shall refer to the singular, plural, neuter, masculine and feminine as the context may require and shall include, he binding upon and inure to the benefit of their respective heirs, successors, legal representatives and assigns.

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