

And the said Mortgagor covenants and agrees, that he is lawfully seized in fee of the property herein described, and that he has not sold or leased it to any other parties except a mortgagee to

Fidelity Federal Savings & Loan Association dated July 26, 1976.

in the **Greenville** County, South Carolina, on the day and year above written, for the sum of **1373** plus **604**, that he has a good and lawful right to sell and convey the same, and that he will defend the same forever against the lawful claims and demands of any persons whomsoever, and that he will pay all taxes due and to become due on the property, and to make all assessments for taxes and improvements and keep the buildings thereon insured against loss by wind, fire, lightning, storm, hail, etc., and to account to Mortgagee, its successors or assigns, in such responsible insurance company or companies as he shall designate, for all taxes and assessments or assigns, in an amount satisfactory to said Mortgagee, its successors or assigns, and to keep the insurance clause satisfactory to the Mortgagee attached to said policy or policies, and to account to such insurance companies, the amount of the insurance money paid shall be applied to the payment of taxes and interest, and repairing and restoring the damaged buildings as the Mortgagee may direct, and it is further agreed, that if it appears that the Mortgagor shall fail to pay and keep up said taxes, assessments for insurance, and other expenses, and if the same shall remain unpaid, then the Mortgagor and its successors or assigns are hereby authorized to do so and to collect the same from the said property, and the mortgage and shall bear interest from the date of payment at the rate of six percent per annum.

PROVIDED ALWAYS NEVER THELESS, that if the Mortgagor fails to timely pay or cause to be paid unto the said Mortgagee, its successors or assigns, the sum of taxes, assessments, and other expenses, and interest thereon if any shall be due, according to the true intent and meaning of this instrument, and of such other of the conditions herein written, then this deed of bargain and sale shall cease and be void, although the same may have been delivered.

And it is also covenanted and agreed, that in case of failure of said property note above described, or on our failure to pay the said taxes, assessments, and other expenses, and interest thereon, and in case of death, or other disability of the Mortgagor to keep and perform his obligations under this instrument, and in case of any other event, the whole amount of the indebtedness hereby secured, shall be due and payable to the holder of said note and of this security be and become due and payable to the holder of this mortgage, notwithstanding to the contrary notwithstanding, such option to be given to the holder of the note.

And it is covenanted and agreed, that in case of (a) the sale or transfer of the property herein described by Mortgagor without Mortgagor's prior written consent, or (b) the creation of a purchase money security interest in the property herein described, or (c) the failure of the Mortgagor to keep and perform his obligations under this instrument, and in case of any other event, the whole amount of the indebtedness hereby secured, shall be due and payable to the holder of said note and of this security be and become due and payable to the holder of this mortgage notwithstanding to the contrary notwithstanding, such option to be given to the holder of the note.

And it is covenanted and agreed, that in case of (a) the sale or transfer of the property herein described by Mortgagor without Mortgagor's prior written consent, or (b) the creation of a purchase money security interest in the property herein described, or (c) the failure of the Mortgagor to keep and perform his obligations under this instrument, and in case of any other event, the whole amount of the indebtedness hereby secured, shall be due and payable to the holder of this mortgage, (d) if after operation of law upon the death of a joint tenant, either of the husband and wife, or of a surviving joint tenant, the other joint tenant shall elect to purchase, Mortgagee may at its option, declare all the debts and obligations of the deceased joint tenant, and the surviving joint tenant shall have waived such option to accelerate if, prior to the sale or transfer of the property, the surviving joint tenant has given notice to the holder of the transferred real estate agreement in writing that the credit of the deceased joint tenant to Mortgagee shall be discontinued, and interest payable on the sums secured by this mortgage shall be at such rate as Mortgagee shall determine, if the death joint tenant fee is paid, if Mortgagee has waived the option to accelerate and if Mortgagor's successor in interest has given notice to the holder of the transferred real estate agreement accepted in writing by Mortgagee, Mortgagee shall release Mortgagor from liability for the death joint tenant fee, and if Mortgagor does not accept the death joint tenant fee, Mortgagee shall mail Mortgagor a notice of acceleration, and if Mortgagor does not respond to such notice within 30 days from the date the notice is mailed within which Mortgagor may file a complaint in the circuit court of the county where such notice is given, prior to the expiration of such period, Mortgagee may without further notice to Mortgagor, exercise such options permitted under this Mortgage.

And it is covenanted and agreed, that in case of (a) the sale or transfer of the property herein described by Mortgagor, its successors or assigns, all of the rents, issues, profits, and other income arising from the property, according and falling due from and after the service of summons issued in an action instituted for the enforcement of this mortgage and costs thereof. In the event Mortgagee exercises its option to accelerate or in the event that the Mortgagor fails to keep and perform his obligations to have a receiver appointed by a court to enter upon, take possession of, and manage the mortgaged premises, and to collect the rents, issues and profits of the mortgaged premises, including those past due, A receiver shall be appointed to collect the rents, issues and profits of the mortgaged premises and collection of rents, issues and profits, and the receiver's fees, attorney's fees, attorney's bonds and reasonable attorney's fees, and then to the sums secured by this mortgage. And it is further agreed, that in the case of foreclosure of this mortgage, by suit or otherwise, the Mortgagee shall have all the rights and expenses of advertising, selling and conveying, including reasonable attorney's fees and other reasonable expenses, and the same shall be paid by the Mortgagor, and shall be included in judgment of foreclosure. And it is further agreed, that in case of any event which materially affects Mortgagee's interest in the mortgaged premises, Mortgagee shall have the right to make such alterations as it deems necessary in protecting its interest, including but not limited to reasonable attorney's fees and other expenses.

And it is covenanted and agreed, that in case of (a) the sale or transfer of the property herein described by Mortgagor, its successors or assigns, all of the rents, issues, profits, and other income arising from the property, according and falling due from and after the service of summons issued in an action instituted for the enforcement of this mortgage and costs thereof, or (b) the right to exercise any option to declare the maturity of any debt incurred by Mortgagor, its successors or assigns, or (c) the right to exercise such option, or to declare such forfeiture, either as to the whole or part of the property, or (d) the right to exercise any other power contained in this mortgage can be waived, altered or changed, except as provided in the instrument of conveyance hereto.

The noteholder hereunder, in addition to the right to foreclose the Mortgagor, may make accelerated payments under any lien prior thereto, or under this mortgage, the nonpayment of which would constitute a default, including but not limited to principal and/or interest payments, taxes and fire insurance premiums. All sums so advanced shall bear interest at the highest rate allowed under South Carolina law, from the date of the advance to the date of repayment. Such advanced and bearing part of the lien created hereunder shall become payable at any time on demand therefor, and the failure to do so, shall be deemed a default, as the noteholder's option constitute a default hereunder giving rise to all of the remedies herein provided in the event of other default.

The Mortgagor shall have the right to make early payment of this note in whole or in part at any time and shall receive a rebate for any unearned interest, which is otherwise due, subject to the terms and conditions of this instrument.

All appurtenances and fixtures now or hereafter attached to the property described in this instrument.