

## 132 *tabii*

C. Douglas Wilson & Co.

June 28 1968

in the **Greenville** County, South Carolina, 1096 at page 215, that he has a good and lawful right to sell and give away the above described real estate and to do the same forever against the lawful claims and demands of all persons whomsoever. And the Mortgagor and Mortgagessee have agreed and agreed to pay all taxes due and to become due on the property, and to pay and keep up all assessments for street, water, and sewerage, and to keep the buildings thereon insured against loss by wind, storm, fire, and all other causes. Also to pay the expenses of insurance. Mortgagor and successors or assigns, in such responsible insurance company as Mortgagor may select, shall be entitled to receive from the Mortgagee and successors or assigns, in an amount satisfactory to said Mortgagor, the proceeds of any such insurance policy. The following clause satisfactory to the Mortgagor attached to said policy, and placed before the signature of the Mortgagor, provides that if the insurance company pays the amount of the insurance money paid shall be applied either in the payment of taxes and assessments, or in repairing, fitting and restoring the damaged buildings as the Mortgagor may elect. And it is further agreed that in the event that the Mortgagor shall fail to pay and keep up said taxes, assessments for street, water, and sewerage, and all other charges, the Mortgagor and successors or assigns are hereby authorized to do so and to pay the same, and to charge the same to the account of the Mortgagor and shall bear interest from the date of payment at the rate of eight percent per annum.

And it is also covenanted and agreed that upon default in the payment of said promissory note above described, or on our failure to pay the said taxes, assessments, fees, costs, or other impositions and insurance as aforesaid, or on failure of the Mortgagor to keep and perform any of the covenants contained herein, then, in any one of these events, the whole amount of the indebtedness hereby secured at the time of such default, shall become due and payable, notwithstanding the fact to the contrary notwithstanding, such option to be exercised by the holder.

And it is covenanted and agreed that if at any time prior to the tenth day of January, one thousand nine hundred and twenty six, or thereafter, title to the property covered by this mortgage is sold or transferred by Mortgagor without Mortgaggee's prior written consent, then (a) the right to require the payment of principal and interest subordinate to this mortgage, (b) the creation of a purchase money, or other interest in such property, shall be transferred by devise, descent or by operation of law upon the death of a joint tenant or, if the property is held in joint tenancy, upon the severance of such joint tenancy, or (c) upon its sale or transfer, Mortgagor may, at its option, declare all the sums so then due to be immediately payable. Mortgagor shall have waived such option to accelerate if prior to the sale or transfer of Mortgaged property to a third party, such third party has made a written transfer agreement in writing that the debt of such party to Mortgagor, shall be limited to the amount paid him to the sum so secured by this mortgage, shall be at such rate as Mortgagor shall request and shall be subject to an escrow fee of one-half of one percent if Mortgagor has waived the option to accelerate and if Mortgagor is successful in recovering the amount so paid him from the person to whom he has so transferred or assigned by Mortgagor. Mortgagor shall release Mortgagor from the obligation to pay such escrow fee if Mortgagor exercises such option to accelerate. Mortgagor shall inform Mortgagor of the date of such sale or transfer and of the amount so paid him, in writing, within thirty (30) days from the date the notice is mailed, written which Mortgagor shall declare the amount so paid him to be the sum so secured by this mortgage prior to the expiration of such period. Mortgagor may, at their option, require the payment of such amount so paid him to the sum so secured by this mortgage.

And it is covenanted and agreed that the said Mortgagor shall pay to the said Mortgagee, its successors or assigns all of the rents, issues and profits of the mortgaged premises, arising and accruing due from and after the service of summons issued in any action to foreclose this mortgage after entry of the judgment thereon. If the event Mortgagee exercises its option to accelerate or in the event the trustee forecloses or vendees, the trustee shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage and collect the rents, issues and profits of the mortgaged premises, including those past due. All rents, issues and profits shall be applied first to payment of the costs of management of the mortgaged premises and collection of rents, including attorney's fees, premiums or receiver'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 recover of the Mortgagor the expense of removing, selling and conveying, including reasonable attorney's fees and other expenses the costs of removal, sale, storage, and conveyance, and shall be included in judgment of foreclosure. And it is further agreed that in case of a sale of the property, it is agreed that it mutually effects Mortgagee's interest in the mortgaged premises. Mortgagee shall recover from Mortgagor, in addition to the expense incurred in protecting its interest, including but not limited to reasonable attorney's fees and disbursements.

And it is agreed between the parties hereto that if at any time the holder of this mortgage shall elect to declare the maturity of any debt secured by this mortgage, he may do so by giving notice in writing to the mortgagor, except to exercise such option, or to declare such forfeiture, either as to the whole debt or as to a part of it, if it is agreed that the rights and remedies contained in this mortgage can be waived, altered or extinguished by agreement of the parties hereto.

The advances hereinafter advanced by the Lender to the Borrower under this mortgage, shall bear interest at the rate of ten percent (10%) per annum, or such higher rate as may be permitted by law, under and, when prior thereto, or under this mortgage, the non-payment of which would constitute a default, or which has not accrued 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, and accrued and foregone if the sum secured hereunder shall become payable at any time or demand therefor and the Lender shall have given notice to the Borrower that the same will constitute a default hereunder giving rise to all of the remedies hereinabove set forth in the event of further default.

The Mortgagor shall have the right to make prepayments of the principal amount of the loan at any time and shall receive a rebate for any unused interest which shall be calculated in accordance with the terms of the Mortgage.

An approach to the problem of identifying the best model for a given dataset

43257 RV.2