11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower by Lender when given in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. TRANSFER OF THE PROPERTY; ASSUMPTION. IF ALL OR ANY PART OF THE PROPERTY OR AN INTEREST THEREIN IS SOLD OR TRANSFERRED BY BORROWER, EXCLUDING (a) THE CREATION OF A LIEN 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, ALL THE SUMS SECURED BY THIS MORTGAGE SHALL BE IMMEDIATELY DUE AND PAYABLE.

IN THE EVENT OF SUCH ACCELERATION, LENDER SHALL MAIL BORROWER NOTICE OF ACCELERATION IN ACCORDANCE WITH PARAGRAPH 14 HEREOF. SUCH NOTICE SHALL PROVIDE A PERIOD OF NOT LESS THAN 30 DAYS FROM THE DATE THE NOTICE IS MAILED WITHIN WHICH BORROWER MAY PAY THE SUMS DECLARED DUE. IF BORROWER FAILS TO PAY SUCH SUMS PRIOR TO THE EXPIRATION OF SUCH PERIOD, LENDER MAY, WITHOUT FURTHER NOTICE OR DEMAND ON BORROWER, INVOKE ANY REMEDIES PERMITTED BY PARAGRAPH 19 HEREOF.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. THE MORTGAGOR COVENANTS AND AGREES THAT SHOULD THIS MORTGAGE OR THE NOTE SECURED HEREBY NOT BE ELIGIBLE FOR PURCHASE BY THE SOUTH CAROLINA STATE HOUSING AUTHORITY (WRITTEN STATEMENT OF ANY OFFICER OR AUTHORIZED AGENT OF THE SOUTH CAROLINA STATE HOUSING AUTHORITY DECLINING TO PURCHASE SAID NOTE AND/OR THIS MORTGAGE BEING DEEMED CONCLUSIVE PROOF OF SUCH INELIGIBILITY), THE PRESENT HOLDER OF THE NOTE SECURED HEREBY OR ANY SEBSEQUENT HOLDER THEREOF MAY, AT ITS OPTION, DECLARE ALL NOTES SECURED HEREBY IMMEDIATELY DUE AND PAYABLE.

19. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant, representation or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceedings and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure.