This mortgage is junior and subordinate only to that certain mortgage dated, James Brian Graves et eux
to NCNB Mortgage South, Inc. as recorded in the office of RMC for
Greenville Co., Mortgage Book 1416 at page 131

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in any wise incident or appertaining, specifically including all heating, plumbing and air conditioning equipment, lighting fixtures, venetian blinds, attached floor covering and built-in appliances, and any other equipment or property now or hereafter attached to said premises, connected or fitted thereto in any manner, it being the intention of the parties hereto that all such items and equipment, other than usual items of household furniture, be considered part of said real estate as fixtures and covered by this mortgage.

TO HAVE AND TO HOLD all and singular the said premises unto the said Association, its successors and assigns forever, and the said Mortgagor is hereby bound to warrant and forever defend all and singular the said premises unto the Association from and against himself and every person whomsoever lawfully claiming or to claim the same or any part thereof. And the Mortgagor covenants he is lawfully seized of the premises herein described in fee simple absolute, that he has good right and lawful authority to sell, convey or encumber same, and that they are free and clear of all liens and encumbrances whatsoever, except as hereinabove set forth.

If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, 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 or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration. If Borrower fails to immediately pay such sums, Lender may, without further notice or demand on Borrower, invoke any remedies permitted hereby.

It is agreed that acceptance of prepayment of any portion of the principal indebtedness due hereunder and charges for late payment shall be subject to and in accord with the provisions therefor in the note secured hereby.

And the Mortgagor covenants and agrees to keep the improvements on said land insured against loss or damage by fire and windstorm and other casualties generally covered by extended coverage insurance in a sum equal to the debt secured hereby, and by any prior lien(s), in a company or companies approved by the Association, to pay the premiums therefor, and to assign the policy or policies of insurance to the Association. In the event of foreclosure or other transfer of title to the mortgaged property in extinguishment of the debt secured hereby, all right, title and interest of the Mortgagor in such property insurance policies then in force shall pass to the purchaser or grantee. The Mortgagor also agrees to procure and deliver to the Association a policy for such life insurance, if any, as may be required by the Association for protection of the debt secured hereby and pay premiums therefor. The Mortgagor agrees to furnish proof of payment of the aforesaid premiums, and, upon his failure so to do, the Association may, at its option, declare all sums secured hereby immediately due and payable, or pay said premiums, which sums shall bear interest from the date of payment at the rate provided for in the note secured hereby and that such sums and interest shall be secured by this mortgage.

The Mortgagor also covenants to promptly pay all taxes, assessments and other governmental charges imposed upon said property when same become due and shall furnish the Association proof of such payments, upon request. In the event the Mortgagor shall fail to pay such items before they become past due, the Association may, at its option, declare sums secured hereby immediately due and payable, or pay same, with any interest and penalties as may be due, which sums shall bear interest from the date of payment at the rate provided for in the note secured hereby, which sums and interest shall likewise be secured by this mortgage.

And it is further agreed that the Mortgagor shall not do, or suffer any act to be done, in, upon or about the premises or any part thereof, whereby the value of the premises hereby mortgaged shall be impaired or weakened as security for said debt; that he shall keep said premises in good repair and, if he fail so to do, the Association may, at its option, enter upon same and make whatever repairs as in its judgment are necessary, and pay the cost thereof, which shall draw interest and be secured by this mortgage as provided herein in the event of payment of premiums or taxes by the Association. Should the improvements on the premises herein described be abandoned or become untenantable or uninhabitable, in the sole judgment of the Association, it shall have the right, at its election, to declare the full indebtedness hereby secured immediately due and payable, or, if said improvements shall be destroyed by fire or other casualty, or the greater portion of same is removed from the premises without the written consent of the Association, it may likewise declare the total indebtedness secured hereby immediately due and payable.

And the Mortgagor does hereby assign and transfer unto the Association all the rents and profits accruing from the premises hereinabove described as additional security for the payment of said indebtedness, retaining however, the right to collect said rents as long as no installment payment secured hereby is more than one (1) month in arrears, but if any installment is more than one (1) month in arrears, or if at any time any other part of the debt secured hereby, interest, insurance premiums, taxes or assessments shall be past due and unpaid, or the Mortgagor in default in any of the other provisions of this mortgage, the Association may, provided the premises herein described are occupied by a tenant or tenants, without further proceedings, take over the property herein described and collect said rents and profits and apply the net proceeds, after paying the costs of collection, to the payment of taxes, insurance premiums, interest and principal, without liability to account for anything more than the rents and profits actually collected. Should said premises be occupied by the Mortgagor or his grantee and the payments hereinabove set out become past due and unpaid, then the Mortgagor does hereby agree that the said Association may apply to the judge of a court of competent jurisdiction at chambers, or otherwise, for the appointment of a Receiver, with like authority to take charge of the mortgaged premises, designate a reasonable rental, collect the same and apply the net proceeds for the purposes and under conditions above provided.

And it is further agreed that if the Mortgagor shall fail to pay the debt secured hereby or the debt secured by a lien having priority over the lien granted hereby in accordance with the terms of the note evidencing same, fail or otherwise default in the payment of insurance premiums, taxes or assessments or any other payment, or in the performance of any other provision or obligation as set forth in said note or in this mortgage, the Association may, at its option, declare the whole amount secured hereby immediately due and payable, and if such sum, including all costs and fees provided for herein or by said note, is not paid upon demand, proceed to foreclose this mortgage; and that waiver of the breach of any provision hereof shall not constitute waiver of any subsequent breach of the same or any other provision of this mortgage. It is also agreed that if the note is placed in the hands of an attorney for collection, or in the event of foreclosure of this mortgage, or should the Association become a party to a suit affecting this mortgage or title to the property covered by it, the Mortgagor shall pay a reasonable attorney's fee, and all costs incurred in connection with such default, foreclosure or involvement, which sums shall also be secured by this mortgage and included in any judgment for foreclosure. It is specifically agreed that the Mortgagor waives the benefit of any appraisement laws of the state of South Carolina and that all rights and powers herein conferred on the Association are cumulative of all other rights allowed by law, and may be pursued concurrently.

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