



The Mortgagor covenants and agrees as follows:

1. That he will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner herein provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.
2. That, together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Mortgagee, on the first day of each month until the said note is fully paid, the following sums:
  - (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one (1) month prior to the date when such ground rents, premiums, taxes, and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes, and special assessments; and
  - (b) All payments mentioned in the preceding subsection of this paragraph, and all payments to be made under the note secured hereby, shall be added together, and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:
    - (I) ground rents, taxes, special assessments, fire and other hazard insurance premiums;
    - (II) interest on the note secured hereby; and
    - (III) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" not to exceed four cents (4¢) for each dollar (\$1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

- 3. If the total of the payments made by the Mortgagor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Mortgagee for taxes or assessments or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Mortgagor shall be credited on subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under (a) or paragraph 2 preceding shall not be sufficient to pay taxes and assessments and insurance premiums, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any balance remaining in the funds accumulated under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the property is otherwise acquired after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (a) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under the note secured hereby.
- 4. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and in default thereof the Mortgagee may pay the same; and that he will promptly deliver the official receipts therefor to the said Mortgagee. If the Mortgagor fails to make any payments provided for in this section or any other payments for taxes, assessments, or the like, the Mortgagee may pay the same, and all sums so paid shall bear interest at the rate set forth in the note secured hereby from the date of such advance and shall be secured by this mortgage.
- 5. That he will keep the premises in good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.
- 6. That he will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee, and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by Mortgagee and the policies and renewals thereof shall be held by Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Mortgagee instead of to Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.
- 7. That he hereby assigns all the rents, issues, and profits of the mortgaged premises from and after any default hereunder, and should legal proceedings be instituted pursuant to this instrument, then the Mortgagee shall have the right to have a receiver appointed of the rents, issues, and profits, who, after deducting all charges and expenses attending such proceedings and the execution of his trust as receiver, shall apply the residue of the rents, issues, and profits, toward the payment of the debt secured hereby.
- 8. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this mortgage and the note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

9. That he further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 60 days days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the 60 days days' time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable. Notwithstanding the foregoing, this option may not be exercised by the Mortgagee when the ineligibility for insurance under the National Housing Act is due to the Mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development.

It is agreed that the Mortgagor shall hold and enjoy the premises above conveyed until there is a default under this mortgage or in the note secured hereby. It is the true meaning of this instrument that if the Mortgagor shall fully perform all the terms, conditions, and covenants of this mortgage, and of the note secured hereby, that then this mortgage shall be utterly null and void; otherwise to remain in full force and virtue. If there is

a default in any of the terms, conditions, or covenants of this mortgage, or of the note secured hereby, then, at the option of the Mortgagee, all sums then owing by the Mortgagor to the Mortgagee shall become immediately due and payable and this mortgage may be foreclosed. The Mortgagor waives the benefit of any appraisal laws of the State of South Carolina. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the Mortgagee become a party to any suit involving this mortgage or the title to the premises described herein, or should the debt be secured hereby or any part thereof be placed in the hands of an attorney at law for collection by suit or otherwise, all costs and expenses (including continuation of abstract) incurred by the Mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable immediately or on demand, at the option of the Mortgagee, as a part of the debt secured hereby, and may be recovered and collected hereunder.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness my hand(s) and seal(s) this 4th day of September, 19 87

Signed, sealed, and delivered in the presence of:

Madelyn Burdick [Seal]  
Madelyn Burdick

Sandi Lucius [Seal]  
Sandi Lucius

W. Brooks Styles [Seal]  
W. Brooks Styles

State Of South Carolina } ss:  
County Of  
Berkeley

Personally appeared before me Sandi Lucius  
and made oath that he saw the within-named mortgagor(s)  
sign, seal, and as her act and deed deliver the within deed, and that deponent, with W. Brooks Styles  
witnessed the execution thereof.

Sworn to and subscribed before me this 4th

Sandi Lucius  
Sandi Lucius  
day of September, 1987  
W. Brooks Styles  
W. Brooks Styles  
My commission expires: 08/02/93  
Notary Public for South Carolina

## MORTGAGE RIDER

This Rider, dated the 4th day of September,  
 19 87, amends the Mortgage of even date by and between  
MADELYN BURDICK,  
 the Mortgagor(s), and FIRST TRIDENT SAVINGS AND LOAN CORPORATION,  
 the Mortgagee, as follows:

The mortgagee shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by this mortgage to be immediately due and payable if all or a part of the property is sold or otherwise transferred (other than by devise, descent or operation of law), by the mortgagor, pursuant to a contract of sale executed not later than 24 months after the date of execution of this mortgage or not later than 24 months after the date of a prior transfer of the property subject to this mortgage, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

IN WITNESS WHEREOF, MADELYN BURDICK  
 has set her hand(s) and seal(s)  
 the day and year first aforesaid.

Madelyn Burdick (SEAL)  
 MADELYN BURDICK

(SEAL)

Signed, sealed and delivered  
 in the presence of:

[Signature]

## MORTGAGE RIDER

The Rider, dated the 4th day of September, 1987 amends the Mortgage of even date by and between MADELYN BURDICK, the Mortgagors, and FIRST TRIDENT SAVINGS AND LOAN CORPORATION, the Mortgagee, as follows:

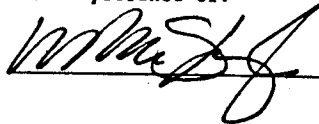
1. In Paragraph 1, the sentence which reads as follows is deleted:  
 Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.
2. Paragraph 1, is amended by the addition of the following:  
 "Privilege is reserved to pay the debt, in whole or in part, on any installment due date."

IN WITNESS WHEREOF, Borrowers have set her hand(s) and seal(s) the day and year first aforesaid.

Madelyn Burdick (SEAL)  
 MADELYN BURDICK

\_\_\_\_\_  
 (SEAL)

Signed, sealed and delivered  
 in the presence of:



## MORTGAGE RIDER

This Rider, dated the 4th day of September, 19 87,

amends the Mortgage of even date by and between \_\_\_\_\_

MADELYN BURDICK, the Mortgagor, and

FIRST TRIDENT SAVINGS AND LOAN CORPORATION the Mortgagee.

as follows:

1. Subsection (a) of Paragraph 2. is deleted.
2. Subsection (c)(I) of Paragraph 2. is deleted.
3. In the third sentence of Paragraph 3., the words "all payments made under the provisions of (a) of paragraph 2. hereof which the Mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development and" are deleted.
4. The fourth sentence of Paragraph 3. is amended by insertion of a period after "... then remaining unpaid under said Note" and deletion of the remainder of the sentence.
5. Paragraph 9. is amended by the addition of the following:

"This option may not be exercised when the ineligibility for insurance under the National Housing Act is due to the Mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development."

IN WITNESS WHEREOF, MADELYN BURDICK has set

his hand and seal the day and year first aforesaid.

Madelyn Burdick [SEAL]  
MADELYN BURDICK

\_\_\_\_\_[SEAL]

Signed, sealed and delivered  
in the presence of

[Signature]

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BERKELEY )

BOOK 1608 PAGE 339  
ASSIGNMENT OF MORTGAGE

For value received, First Trident Savings and Loan Corporation, a South Carolina corporation, hereby transfers, sets over and assigns unto United Federal Savings & Loan Assoc., its successors, heirs and assigns, the Mortgage of MADLYN BURDICK

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to First Trident Savings and Loan Corporation, dated the 4th day of September, 1987 and recorded simultaneously herewith the Mortgage in the Office of the Clerk of Court for Berkeley County, South Carolina and the Note thereby secured.

WITNESS our Hand and Seal this 4th day of September, 1987.

Signed, Sealed and Delivered  
in the Presence of:

Mary R. Pendarvis  
Susan A. Mallory

First Trident Savings and  
Loan Corporation (SEAL)

By: [Signature]  
Its: Senior Vice President

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named First Trident Savings and Loan Corporation, by James A. Broody, its Senior Vice President, sign, seal and deliver the within written Assignment of Mortgage and that (s)he with the other witness named above witnessed the execution thereof.

Mary R. Pendarvis  
(signature of witness)

SWORN TO AND SUBSCRIBED BEFORE ME  
THIS 4th DAY OF September, 1987

Susan A. Mallory (SEAL)  
Notary Public for South Carolina  
My Commission Expires: 6-2-97