

Recording Requested By and
When Recorded Mail to:

Recording Time, Book & Page

SOUTH CAROLINA MORTGAGE

COUNTY: _____
CITY: _____

TAX MAP NUMBER: _____
DATE: _____

Mortgagor

Mortgagee

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation, partnership, limited liability company

The designation Mortgagor and Mortgagee as used herein shall include the named parties and their heirs, successors and assigns and shall include singular, plural, masculine, feminine or neuter as required by context.

WHEREAS Mortgagor in and by that certain note (hereinafter the "Note"), bearing the date hereof is justly indebted to Mortgagee in the sum of _____ and no/100 Dollars (\$ _____), together with interest as set forth in the Note and payable according to the Note and conditions thereof, reference being hereunto had will more fully appear; the Note to have a maturity date no later than _____.

NOW, KNOW ALL MEN BY THESE PRESENTS that, (a) to secure the payment and performance of the Note and any renewal, extension or modification thereof to Mortgagee according to the conditions of the Note; and (b) also to secure in accordance with Section 29-3-50 Code of Laws of South Carolina 1976, as amended: all future advances and readvances that may subsequently be made to Mortgagor by Mortgagee, evidenced by the Note and all renewals, extensions and modifications thereof; provided, however, that: (i) nothing contained herein shall create an obligation on the part of Mortgagee to make future advances or readvances to Mortgagor and (ii) the maximum amount of all indebtedness outstanding at any one time secured hereby shall not exceed twice the face amount of the Note, plus interest thereon and costs of collection (including court costs and reasonable attorneys' fees); and (c) in consideration of the further sum of Three Dollars (\$3.00) to Mortgagor in hand well and truly paid by Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, Mortgagor has granted, bargained, sold, and released, and by these presents does hereby grant, bargain, sell, release and convey unto Mortgagee the real estate (the "Premises") described as follows:

_____.

A plat of the subject property is recorded in Plat Book _____ at Page _____.

Derivation: This being the same property conveyed to Mortgagor by Deed of _____ dated _____ and recorded _____ in the Office of the _____ for _____ County In Deed Book _____ at Page _____.

SC Bar Form: _____
Last Revised: _____

This form is a basic form intended for use only by South Carolina licensed attorneys. Use by others may constitute the unauthorized practice of law.

TOGETHER with all and singular the rights, members, hereditaments, and appurtenances to the Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the Premises unto Mortgagee, and Mortgagee's heirs, successors and assigns forever.

And Mortgagor does hereby assign, set over and transfer to Mortgagee, Mortgagee's heirs, successors and assigns, all of the rents, issues, and profits of the Premises accruing and falling due from and after the service of a summons issued in an action to foreclose this Mortgage after default in the conditions thereof.

And Mortgagor does hereby bind Mortgagor and Mortgagor's heirs, successors and assigns to warrant and forever defend all and singular the Premises unto Mortgagee, and Mortgagee's heirs, successors and assigns, from and against Mortgagor and Mortgagor's heirs, executors, administrators, successors and assigns, and all other persons whomsoever lawfully claiming or to claim the same or any part thereof.

AND IT IS AGREED, by and between the parties, that Mortgagor and Mortgagor's heirs, successors and assigns shall insure such buildings or other improvements as may be constructed on the Premises and keep the same insured from loss or damage by fire in the sum of the actual cash value thereof and assign the policy of insurance to Mortgagee, and Mortgagee's heirs, successors and assigns. And in case Mortgagor shall at any time neglect or fail to do so, then the holder of this Mortgage may cause the same to be insured in Mortgagee's own name, and all amounts so expended shall be secured by this Mortgage and be due and payable by Mortgagor to Mortgagee upon demand with interest at the rate set forth in the Note.

AND IT IS FURTHER AGREED, that Mortgagor, and Mortgagor's heirs, successors and assigns, shall pay promptly all taxes assessed and chargeable against the Premises; and in default thereof, that the holder of this Mortgage may pay the same, and all amounts so expended shall be secured by this Mortgage and be due and payable by Mortgagor to Mortgagee upon demand with interest at the rate set forth in the Note.

AND IT IS FURTHER AGREED, if all or any part of the Premises or any interest therein is sold, transferred or encumbered by Mortgagor without Mortgagee's prior written consent (which consent may be withheld in Mortgagee's sole and absolute discretion), all sums secured by this Mortgage shall, at the option of Mortgagee, be immediately due and payable.

AND IT IS FURTHER AGREED, that in case of default in any of the payments of interest or principal as provided in the Note or the breach of any provision contained herein, which default is not cured during the applicable grace period set forth in the Note, if any, the whole amount of the debt secured by this Mortgage shall become due and payable at once in accordance with the terms and conditions of the Note.

AND IT IS FURTHER AGREED that in the case of foreclosure of this Mortgage, by suit or otherwise, Mortgagee shall recover of Mortgagor a reasonable sum as attorney's fees, which shall be secured by this Mortgage and shall be included in any judgment of foreclosure.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if Mortgagor does truly pay, or cause to be paid unto Mortgagee the said debt or sum of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of the Note and conditions thereunder written, then this Mortgage shall cease, determine, and be utterly null and void, but shall otherwise remain in full force and effect.

SC Bar Form: _____
Last Revised: _____

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IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be executed under seal this _____ day of _____, 20____.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

**MORTGAGOR:
Signature of individual Mortgagor**

Witness #1

Type name: _____ (SEAL)

Witness #2

Signature block for entity Mortgagor

Type name of entity _____

By: _____ (SEAL)
Signature of authorized signatory

Type name of authorized signatory: _____

Its: _____
(Type capacity of signatory)

STATE OF SOUTH CAROLINA

Acknowledgment for Individual Mortgagor

COUNTY OF _____

I, a Notary Public for South Carolina, do hereby certify that _____, Mortgagor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the _____ day of _____, 20____.

Notary Public for South Carolina

My Commission Expires:

STATE OF SOUTH CAROLINA

Acknowledgment for Entity Mortgagor

COUNTY OF _____

I, a Notary Public for South Carolina, do hereby certify that _____, Mortgagor, by _____ Its: _____, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the _____ day of _____, 20____.

Notary Public for South Carolina

My Commission Expires:

SC Bar Form: _____
Last Revised: _____

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