

## **SOUTH CAROLINA INSTRUCTIONS**

### **FIXTURE FILING**

The following language must be printed in the cover page before the mortgage and made a part thereof in order to serve as a valid fixture filing in the County:

“THIS INSTRUMENT CONSTITUTES A FIXTURE FILING (AS DEFINED IN THE SOUTH CAROLINA UNIFORM COMMERCIAL CODE, SECTION 36-9-102(a)(40)) AND IS ALSO TO BE INDEXED IN THE INDEX OF FINANCING STATEMENTS. THIS INSTRUMENT CONVEYS A SECURITY INTEREST IN GOODS WHICH ARE OR ARE TO BECOME FIXTURES.”

### **DERIVATION CLAUSE**

A derivation clause must be included in a legal description pursuant to South Carolina Code 30-5-35.

**SECTION 30-5-35.** Derivation clause and address of grantee or mortgagee on deeds and mortgages.

(a) All deeds conveying an interest in land and all mortgages of real estate executed after July 1, 1976, must include a derivation clause in the property description and there must be inscribed on the deed or mortgage the mailing address of the grantee or mortgagee. When the grantor's or mortgagor's title was acquired by deed, the derivation clause must include the name of the grantor and the recording date of that deed. However, when the deed of derivation has been simultaneously executed and delivered and has not then been recorded it is sufficient to set forth in the deed or mortgage the name of the grantor of the deed of derivation and its date and that it is to be recorded. When the grantor's or mortgagor's title was obtained by inheritance or devise, the derivation clause must include the name of the person from whom the title was acquired, the approximate date of acquisition, and, in the case of property acquired under a probated will or administered estate, the probate court in which such estate was filed. However, a derivation clause is not required on a deed or mortgage of property devoted to a utility or railroad purpose of any private or public utility or railroad. Further, a derivation clause is not required on a quitclaim or non-warranty deed of real property.

(b) A clerk of court or register of deeds shall not record any deed or mortgage after July 1, 1976, unless it contains a derivation clause as prescribed in subsection (a); provided, however, that he may record a deed or mortgage without such clause upon a showing satisfactory to him that the necessary information for such clause was not available.

(c) The provisions of this section are intended to be regulatory in nature and will not affect the legality, force, effect or record notice of any instrument recorded in violation hereof.

**ADDENDUM  
(South Carolina)**

HUD Project Number:  
Project Name:

The title of the Security Instrument is modified as follows: HEALTHCARE MORTGAGE, ASSIGNMENT OF RENTS, and FIXTURE FILING (South Carolina).

The following section is inserted into the Security Instrument and made a part thereof:

**43. ACCELERATION; REMEDIES.** At any time during the existence of an Event of Default, Lender, at Lender's option, may declare the Indebtedness to be immediately due and payable without further demand and may foreclose this Instrument by judicial proceeding and may invoke any other remedies permitted by applicable law or provided in this Instrument or in any other Loan Document. Lender shall be entitled to collect all costs and expenses incurred in pursuing such remedies, including attorneys' fees, costs of documentary evidence, abstracts and title reports, court costs, filing fees and all other expenses incurred by or on behalf of Lender after the occurrence of such Event of Default, all of which shall be a part of the Indebtedness.

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**THE SECURITY INSTRUMENT SHALL BE PREPARED TO CONFORM TO THE REQUIREMENTS OF THE LOCAL FILING JURISDICTION IN WHICH THE DOCUMENT IS TO BE RECORDED AND FILED.**