

P. O. Box 10148  
Greenville, S.C.

**GREENVILLE MORTGAGE**

1314 915

SEP 8 2 29 PM '80

THIS MORTGAGE is made this 5th day of September 1980, between the Mortgagor, Dee Smith Company, Inc. and The Vista Co., Inc. R.M. Berin "Borrower", and the Mortgagee, Federal Savings and Loan Association, a corporation organized and existing under the laws of South Carolina, whose address is P. O. Box 10148, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of One Hundred Eighty-Six Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated September 5, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 5, 1981

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville State of South Carolina:

All those certain pieces, parcels or lots of land situate, lying and being in the County of Greenville, State of South Carolina, being shown as Lots 8, 9, 10, 11, 12, 18, 19, 20, 22, 23, 24, 25, 26, 27, 28, and Lot 68 on Plat of Brookfield West, Section I, which plat is recorded in Plat Book 7 C, at page 19 and having such courses and distances as will appear by reference to said plat.

Being a portion of the property conveyed unto the Mortgagors herein by deed to Dee Smith Company, Inc. by Dee A. Smith, recorded in Deed Book 1089, at page 109 and by deed to The Vista Co., Inc., by Loyd G. Boyer, recorded in Deed Book 1089, at page 107, on October 3, 1978.

The Mortgagee herein agrees to release one lot for each \$15,500.00 paid toward principal.

which has the address of Brookfield West, Section 1, Greenville,  
(Street) South Carolina (City)  
(State and Zip Code) (herein "Property Address");

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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