

FILED
GREENVILLE S.C.

JUL 29 4 51 PM '83

DONNIE S. WALKERSLEY
R.H.C.

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MORTGAGE

THIS MORTGAGE is made this 29th day of July, 1983, between the Mortgagor, The Vista Co., Inc., (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association of South Carolina, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of One Hundred Forty Thousand and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated July 29th, 1983, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 29, 1984;

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 that piece, parcel or lot of land lying in the State of South Carolina, County of Greenville, being shown as Lot 34 of Club Forest subdivision as shown on plats recorded in the RMC Office for Greenville County in Plat Book 9-F at pages 85, 86 and 87 and having such metes and bounds as appears thereon.

Being the same property conveyed by College Properties, Inc. by deed recorded herewith.

The above lot is also shown on a previous plat recorded in the RMC Office for Greenville County in Plat Book 9-F at pages 15, 16 and 17.

STATE OF SOUTH CAROLINA
RECORDED
JUL 29 1983
STAMP TAX \$56.00

which has the address of Lot 34 Club Forest Lane Greenville, S. C. 29605 (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 seised 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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