

box 1268, Greenville, S. C.

1444 898

GREENVILLE CO. S.C.

MORTGAGE

SEP 21 8 59 AM '78

THIS MORTGAGE is made this 20th day of September 1978, between the Mortgagor, The Vista Co., Inc.

(herein "Borrower"), and the Mortgagee, FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of One Hundred One Thousand Seven Hundred Fifty and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated September 20, 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 1, 1980.

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 _____, State of South Carolina:

All that piece, parcel or lot of land lying in the State of South Carolina, County of Greenville, Shown as Lot 85 on plat of Devenger, Section 3, recorded in Plat Book 5P at page 99 and having the following courses and distances:

BEGINNING at an iron pin on Hedgewood Terrace, joint front corner of Lots 84 and 85 and running thence with the joint line of said lots, N. 1-11 E. 150.22 feet to an iron pin; thence along the rear line of Lot 85, N. 85-42 W. 90 feet to an iron pin on Bloomfield Lane; thence along said Lane, S. 1-11 W. 125.22 feet to an iron pin at curve; thence along the curve, S. 42-16 E. 36.3 feet to an iron pin on Hedgewood; thence along Hedgewood, S. 85-42 E. 65 feet to an iron pin, the point of beginning.

All that piece, parcel or lot of land lying in the State of South Carolina, County of Greenville, shown as Lot 13 on plat of Devenger Place, Section 7, recorded in Plat Book 5 P at page 3 and having the following courses and distances:

BEGINNING at an iron pin on Richfield Terrace, joint front corner of Lots 13 and 14 and running thence, S. 3-49 E. 150 feet to an iron pin; thence along the rear line of Lot 13, S. 86-11 W. 90 feet to an iron pin; thence with the joint line of Lots 12 and 13, N. 3-49 W. 150 feet to an iron pin on Richfield Terrace; thence along Richfield, N. 86-11 E. 90 feet to an iron pin, the point of beginning.

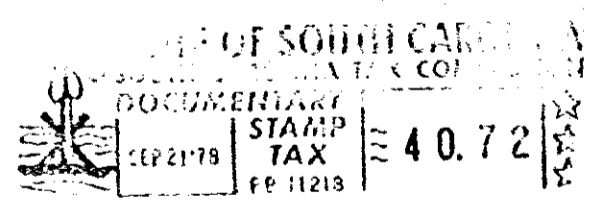
Being the same properties conveyed by Devenger Road Land Company, a Partnership by deeds recorded herewith.

which has the address of _____ (Street) _____ (City) _____ (herein "Property Address"); _____ (State and Zip Code)

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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