

Nov 30 10 43 AM '79

Box 947, Greenville, S.C. 29602

**MORTGAGE**  
(Construction—Permanent)

THIS MORTGAGE is made this 29th day of November, 19 79, between the Mortgagor, The Vista Co., Inc.

, (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 1500 Hampton Street, Columbia, South Carolina (herein "Lender").

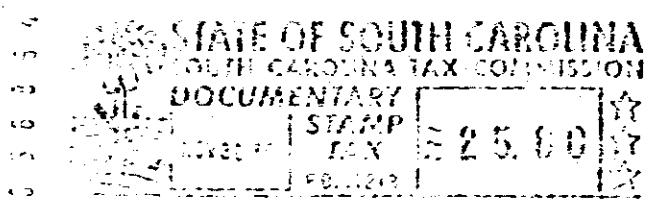
WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty Four Thousand and no/100 Dollars or so much thereof as may be advanced, which indebtedness is evidenced by Borrower's note dated November 29, 1979, (herein "Note"), providing for monthly installments of interest before the amortization commencement date and for monthly installments of principal and interest thereafter, with the balance of the indebtedness, if not sooner paid, due and payable on August 1, 2010;

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, (b) the performance of the covenants and agreements of Borrower contained in a Construction Loan Agreement between Lender and Borrower dated November 29, 1979, (herein "Loan Agreement") as provided in paragraph 24 hereof, and (c) 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 69 on plat of Brookfield West, Section I, recorded in Plat Book 7 C at page 19 and having the following courses and distances:

BEGINNING at an iron pin on Cobblestone Road, joint front corner of Lots 68 and 69 and running thence, N. 86-27 E. 150 feet to an iron pin; thence with the rear line of Lot 69, S. 03-33 E. 95.0 feet to an iron pin; thence with the joint line of Lots 69 and 70, S. 86-27 W. 150.0 feet to an iron pin on Cobblestone Road; thence along said Road, N. 03-33 E. 95 feet to an iron pin, the point of beginning.

Being the same property conveyed by Dee Smith Company, Inc. by deed recorded herewith and by Loyd Boyer by deed recorded October 3, 1978 in Deed Book 1089 at page 107.



Derivation:

which has the address of Lot 69, Cobblestone Road, Greenville, S. C.  
[Street] [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 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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