

GREENVILLE S.C.
FILED
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DONNIE

MORTGAGE

THIS MORTGAGE is made this 15th day of March 1983, between the Mortgagor, The Vista Co., Inc. (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA, 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 Thirty Thousand and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated March 15, 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 March 14, 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 Pickens, State of South Carolina:

All those pieces, parcels or lots of land lying in the State of South Carolina, County of Pickens, shown on Plat of Twinbrook Subdivision, recorded in Plat Book 19 at page 442 and being shown as Property of The Vista Company, Inc., on plat set out below as follows and having such courses and distances as will appear by reference to the respective lot plat:

- Lot 66 recorded in Plat Book #25 at page 58.
- Lot 49 recorded in Plat Book #25 at page 59.
- Part Lot 78 recorded in Plat Book #25 at page 60.
- Parts Lot 77 and Lot 78, recorded in Plat Book #25 at page 61.
- Part Lot 76 and Part Lot 77 recorded in Plat Book #25 at page 62.
- Part Lot 75 and Part Lot 76, recorded in Plat Book #25 at page 63.
- Part (major) Lot 75 recorded in Plat Book #25 at page 64.
- Part (major) Lot 31 recorded in Plat Book #25 at page 65.
- Part Lot 14 and Part Lot 13 Twin Brook, recorded in Plat Book #25, page 66.
- Part Lot 14 recorded in Plat Book #25 at page 67.

Being a portion of the property conveyed by Caroline Edmonds as Trustee recorded in Deed Book 13F at page 913 on July 18, 1977.

ALSO:

All those pieces, parcels or lots of land lying in the State of South Carolina, County of Greenville, shown as Lots 3 and 4 on plat of Brookfield West, Phase III, recorded in Plat Book 7X at page 66 and having such courses and distances as will appear by reference to said plat.

Being the same property conveyed by Dee Smith Company, Inc. by deed recorded March 8, 1983 in Deed Book 1184 at page 17.

Mortgagee agrees to release lots in Twin Brook Subdivision on an individual basis of \$10,000.00 paid to mortgagee for each lot released, and Brookfield lots upon the principal reduction of \$15,000 for each lot * 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".
* so released.

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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