

P. O. Box 1268, Greenville, S.C. 29602

This instrument was prepared by:  
John G. Cheros

FILED GREENVILLE, S.C. FILED GREENVILLE, S.C.

JUN 18 9 23 AM '80 3 31 PM '80 **MORTGAGE**  
(Renegotiable Rate Mortgage)  
DONNIE S. TANKERSLEY R.M.C.

1517 216  
1688 PAGE 25

THIS MORTGAGE is made this ... 23rd ... day of ... September ... 19 ... 80 ... , 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 the United States whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Ninety-Three Thousand Seven Hundred Fifty Dollars, which indebtedness is evidenced by Borrower's note date September 23, 1980 (herein "Note") which is attached hereto as Exhibit "A," the terms of which are incorporated herein by reference (including any and all renewals, extensions, renegotiations and/or modifications of the original Note), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 1, 2011;

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 certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, being shown as Lot 1 on plat of Devenger Place, Oxford Section 3 which plat is recorded in Plat Book 7 X, at page 3, and having such courses and distances as will appear by reference to said plat.

Being the same property conveyed unto the Mortgagor herein by deed of Devenger Road Land Company, Inc., to be recorded herewith.

In addition to and together with the monthly payments of principal and interest under the terms of the Note secured hereby, the Mortgagor promises to pay to the Mortgagee a monthly premium necessary to carry private mortgage guaranty insurance until the principal balance reaches 80% of the original sales price or appraisal, whichever is less. The estimated monthly premium for the first nine years will be .02% of the original amount of the loan. The estimated monthly premium for each year thereafter will be .01% of the original principal balance of this loan. The Mortgagee may advance this premium and collect it as part of the debt secured by the mortgage if the Mortgagor fails to pay it.

This mortgage is being rerecorded in order to correct the Section number of the subdivision from 2 to 3 in the description.

STATE OF SOUTH CAROLINA  
DOCUMENTARY STAMP  
37.50

JUN 18 84 1418

Lot 1, Devenger Place, Oxford Section 3  
which has the address of Greer, S.C. 29651 (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.

RECORDS

4328 RV 2