P.O. Bay 1949
State of South Carolina, OCT 25 1978

County of Greenville

REAL ESTATE MORTGAGE

300K 1448 PAGE 245

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

WHEREAS, we the said Paul A. Halas, Jr. and Shirley D. Halas,
hereinafter called Mortgagor, in and byour certain Note or obligation bearing
even date herewith, stand indebted, firmly held and bound unto THE CITIZENS AND SOUTHERN
NATIONAL BANK OF SOUTH CAROLINA, hereinafter called Mortgagee, in $\frac{1}{90}$ and just principal
sum of -Thirty Thousand Seven Hundred Two and 75/100 Dollars (\$ 30,702.75),
with interest thereon payable in advance from date hereof at the rate of 10.25 % per annum; the prin-
cipal of said note together with interest being due and payable in ()one
ninty day note, maturing Nov. 29, 1978 installments as follows: [Monthly, Quarterly, Scimicannual or Annual]
Beginning on, 19, and on the same day of
each period thereafter, the sum of
thirty thousand seven hundred two dollars and 75/00 Dollars (\$30,702.75)
and the balance of said principal sum due and payable on the 29 day of November , 19 78.
The aforesaid payments are to be applied first to interest at the rate stipulated above and the balance on account of unpaid principal. Provided, that upon the sale, assignment, transfer or assumption of this mortgage to or by a third party without the written consent of the Bank, the entire unpaid balance of the note secured by this mortgage, with accrued interest, shall become due and payable in full or may, at the Bank's option, be continued on such terms, conditions, and rates of interest as may be acceptable to the Bank.
Said note provides that past due principal and/or interest shall bear interest at the rate of% per annum, or if left blank, at the maximum legal rate in South Carolina, as reference being had to said note will more fully appear; default in any payment of either principal or interest to render the whole debt due at the option of the mortgagee or holder hereof. Forbearance to exercise this right with respect to any failure or breach of the maker shall not constitute a waiver of the right as to any subsequent failure or breach. Both principal and interest are payable in lawful money of the United States of America, at
the office of the Mortgagee in <u>Greenville</u> . South Carolina, or at such other place as the holder hereof may from time to time designate in writing.
NOW, KNOW ALL MEN, that the said Mortgagor in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee according to the terms of the said Note; and also in consideration of the further sum of THREE DOLLARS, to the said Mortgagor in hand well and truly paid by the said Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents DO GRANT, bargain, sell and release unto the said Mortgagee the following described real estate to-wit:
All that certain piece, parcel or lot of land in the State of South Carolina, County of Greenville being known and designated as Lot 105 on a plat of Holly Tree, Phase 2 Sec. 3 prepared by Piedmont Engineers and Architects dated August 17, 1977 recorded in the RMC Office for Greenville County in Plat Book 6H at page 10 and having, according

BEGINNING at an iron pin on the southeastern edge of Plantation Drive at the joint front corner of Lots 104 and 105 and running thence with Plantation Drive, N.41-00E., 30.00 feet to an iron pin; thence continuing with Plantation Drive, 105.00 feet to an iron pin at the intersection of Plantation Drive and Greenview Court; thence with said intersection, N. 83-39. E., 35.35 feet to an iron pin on the southwestern edge of Greenview Court; thence with the edge of Greenview Court; S.51-20 E., 15.0 feet to an iron pin on the cul-de-sac of Greenview Court; thence with the curve of said cul-de-sac the following courses and distances: S.16-46E., 35.38 feet to an iron pin; S.63-23 E., 45.00 feet to an iron pin at the joint front corner of Lots 105 and 106; thence with the joint line of Lots 105 and 106, S. 4-00W., 145.70 feet to an iron pin; thence S. 79-28 W., 59.15 feet to an iron pin at the joint rear corner of Lots 104 and 105; thence with the joint line of said lots, N. 46-00 W., 165.00 feet to an iron pin on Plantation Drive being the point of beginning.

Franklin Enterprises, Inc. to Paul A. Halas, Jr. and Shirley D. Halas on June 2, 1978 recorded in Book 1080 of Deeds, page 330, RMC Office, Greenville County.

to said plat, the following metes and bounds, to wit:

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