

Parcel #436-624.1-3-6
Mortgagee's address: Country Club Hts.
Tryon, N.C. 28782

The State of South Carolina }
County of GREENVILLE }

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To All Whom These Presents May Concern:

SEND GREETING:

Whereas, I, the said ROGER L. CUMBIE, unmarried, of Route #2, Box 500, Gaffney, South Carolina 29340
do hereby certify that I am the owner of the certain note in writing, of even date with these Presents, am well and truly indebted to HARRY K. BATES and HENRIETTA H. BATES, his wife,
in the full and just sum of FOURTEEN THOUSAND FOUR HUNDRED SEVENTY-FIVE & NO/100 DOLLARS (\$14,475.00), to be paid in installments of \$159.40 commencing on July 1, 1982, and monthly thereafter, each such payment to be applied first to accrued interest and the remainder to principal with the balance of principal and interest to become due and payable on or before July 1, 1988;

with interest thereon from date at the rate of 12.0 per centum per annum, to be computed and paid monthly until paid in full; all interest not paid when due to bear interest at same rate as principal; and if default be made in the payment of any installment under this note, and if the default is not made good prior to the due date of the next such installment, the entire principal sum and accrued interest shall at once become due and payable without notice at the option of the holder of this note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. In the event of default in the payment of this note, and if it is placed in the hands of an attorney at law for collection, the undersigned hereby agree(s) to pay all costs of collection, including a reasonable attorney's fee, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW KNOW ALL MEN, That I, 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 me, the said Mortgagor, in hand well and truly paid by the said Mortgagee

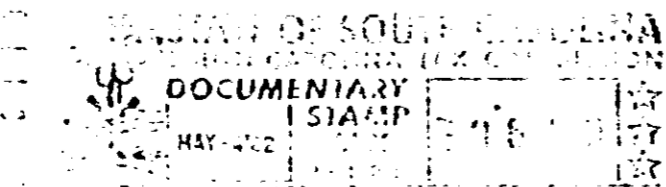
at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said Mortgagees, their heirs and assigns, the following described property, to-wit:

BEGINNING opposite the dividing line of Lots #138 and #139 on East Lake Shore Drive; and running North 47.30 West along East Lake Shore Drive 30 feet to an iron pin; thence South 44.50 West 11.4 feet to pin at water's edge; thence South 45.55 East 30 feet along water line to an iron pin; thence North 44.50 East 11.7 feet to the BEGINNING conrer. See plat made by J.Q. Bruce dated July 25, 1961, the above being all of lot designated "A" on said plat, except 5 feet on the South end, sold previously to Wynn.

There is also given and granted to right, said right to run with the property above described, to erect a boathouse, wharf of other such structure on and over the lake bed of said Lake Lanier, provided however, that such structure shall extend into the said lake no farther than the other building now erected in the area.

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