

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

Mortgagee's mailing address: P.O. Box 1000  
Tryon, N.C. 28782

MORTGAGE OF REAL ESTATE

BOOK 1425 PAGE 16

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, we, HARRY K. BATES and HENRIETTA H. BATES, his wife, of 521 Poplar Avenue Santa Cruz, California 95062 (hereinafter referred to as Mortgagor) is well and truly indebted unto NORTH CAROLINA NATIONAL BANK, Tryon, North Carolina,

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of \*\*\*\*\* SIX THOUSAND FIVE HUNDRED & NO/100 \*\*\*\*\* Dollars (\$ 6,500.00 ) due and payable

In installments of EIGHTY-TWO & 34/100 DOLLARS (\$82.34) commencing on May 1, 1978, 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 April 1, 1988; with interest thereon from date at the rate of nine per centum per annum, to be paid:

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville and on the waters of Lake Lanier, and more particularly described by metes and bounds as follows, viz:

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 corner. 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 the right, said right to run with the property above described, to erect a boathouse, wharf or 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 buildings now erected in the area.

The above described property is the identical property conveyed to Harry K. Bates and Henrietta A. Bates, his wife, by William H. Miller, by deed dated March 3, 1978, and recorded on MARCH 6, 1978 in Book 1074, Page 716, in the RMC Office for Greenville County, South Carolina.

DOCUMENTARY STAMP TAX \$02.80

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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