

10 *Carroll Street*

Greenville, S.C.

1425 106

State of South Carolina,

COUNTY OF GREENVILLE

GEORGE S. COLTRANE, JR. AND SYLVIA B. COLTRANE

SEND GREETING:

WHEREAS, we the said George S. Coltrane, Jr. and Sylvia B. Coltrane

in and by ONE certain promissory note in writing, of even date with these presents do well and truly indebted to Lee M. Foreman and Cathy M. Foreman

in the full and just sum of Eight Thousand Five Hundred and No/100

\$ 8,500.00 DOLLARS, to be paid at 2233 East Augusta Place in Greenville, S. C., together with

interest thereon from date hereof until maturity at the rate of Eight (8%) per centum per annum,

said principal and interest being payable in annual installments as follows:

Beginning on the 1st day of April 1979, and on the 1st day of each April

of each year thereafter the sum of \$ 2,566.41, to be applied on the

interest and principal of said note, said payments to continue up to and including the 1st day of April

1981, and the balance of said principal and interest to be due and payable on the 1st day of April

1982; the aforesaid annual payments of \$ 2,566.41 each are to be applied first to

interest at the rate of Eight (8%) per centum per annum on the principal sum of \$ 8,500.00 or

so much thereof as shall, from time to time, remain unpaid and the balance of each annual

payment shall be applied on account of principal.

All installments of principal and all interest are payable in lawful money of the United States of America; and in the event default is made in the payment of any installment or installments, or any part hereof, as therein provided, the same shall bear simple interest from the date of such default until paid at the rate of seven (7%) per centum per annum.

And if any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole amount evidenced by said note to become immediately due, at the option of the holder thereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity should be placed in the hands of an attorney for suit or collection, or if before its maturity, it should be deemed by the holder thereof necessary for the protection of its interests to place, and the holder should place, the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses including (10%) per cent, of the indebtedness as attorneys' fees, 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 we the said George S. Coltrane, Jr. and Sylvia B. Coltrane

in consideration of the said debt and sum of money aforesaid, and for

the better securing the payment thereof to the said Lee M. Foreman and Cathy M. Foreman according

to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to George S.

Coltrane, Jr. and Sylvia B. Coltrane the said Mortgagors

in hand and truly paid by the said Lee M. Foreman and Cathy M. Foreman

at and before the signing of these Presents, the receipt thereof is hereby acknowledged, have granted, bargained, sold and released,

and by these Presents do grant, bargain, sell and release unto the said Lee M. Foreman and Cathy M.

Foreman

All that piece, parcel or lot of land, situate, lying and being on the Northeastern side of Rivendell Drive, in the County of Greenville, State of South Carolina, being known and designated as Lot No. 31 as shown on a plat entitled "Trollingwood, Section I", prepared by Enwright Associates, dated September 30, 1971, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 4R, at page 13 and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the Northeastern edge of the right of way for Rivendell Drive at the joint front corner of Lots Nos. 30 and 31 and running thence with the line of Lot No. 30, N. 31-15 W. 156.8 feet to an iron pin at the normal pool line of a lake known as Lake Trollingwood; thence with the normal pool line of said lake, S. 87-44 E. 124.9 feet to an iron pin at the joint rear corner of Lots Nos. 31 and 32; thence with the line of Lot No. 32, S. 10-44 E. 126.8 feet to an iron pin on the Northwestern edge of the cul de sac at the intersection of Rivendell Drive and Shadowmere Drive; thence with said cul de sac, S. 55-01 W. 98.2 feet to an iron pin; thence continuing with said cul de sac, N. 85-59 W. 50 feet to an iron pin on the Northwestern edge of the right of way for Rivendell Drive; thence with the edge of said right of way, N. 64-11 W. 109.9 feet to the point of beginning.

This is the identical property conveyed to the Mortgagors herein by deed of Trollingwood Realty Company, dated March 8, 1978, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1075, at page 30, on MARCH 9, 1978.

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