STATE OF SOUTH CAROLINA

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GREENVILLE COUNTY

DEC 11 12 50 PH '73
DONNIE S. TANKERSLEY
R.H.C.

On all whom these presents may concern I, Cathey F. Gowan

SEND GREETINGS:

WHEREAS, I , the said Cathey F. Gowan, am

well and truly indebted to Neely's, Inc.

in the

full and just sum of Forty-eight Hundred Fifty and no/100---(\$4,850.00) DOLLARS as is evidenced by my certain promissory note in writing of even date herewith, said note provides for payment of the principal sum of \$4,850.00, with interest from Dec. 11 at the rate of eight (8%) per cent. per annum on the unpaid balance until paid; the said note further provides that the said principal and interest shall be payable in monthly installments of Twenty-five and no/) Dollars, commencing on the day of Jan lst 100 (\$25.00 day of each and every month thereafter until the principal and interest are fully continuing on the 1st paid; the said note further provides that said monthly payments shall be applied first to the payment of interest, computed monthly, on the unpaid balance and then to the payment of principal; the said note further provides that if default be made in the payment of any installment under said 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 said note; said note further provides that failure to exercise said option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default; said note further provides that in the event of default in the payment of said note, and it is placed in the hands of an attorney at law for collection, the undersigned agree (s) to pay ten per cent. attorney's fees, reference being thereto had, will more fully appear.

NOW KNOW ALL MEN, that I the said Cathey F. Gowan

in consideration of the said debt and sum

of money aforesaid, and for the better securing the payment thereof to the said Neely's, Inc.

according to the terms of the said note

and also in consideration of the further sum of Three

Dollars, to me, the said Cathey F. Gowan

in hand well and truly paid by the said Neely's, Inc., a corporation organized and existing under the laws of the State of South Carolina, and having its principal place of business in Greenville County, South Carolina 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 Neely's, Inc.,

All that piece, parcel or lot of land lying, being and situate at the Northwest intersection of Manly and James Streets, in Oneal Township, County and State aforesaid, and being known and designated as Lot No. Twenty-four (24) of Washington Heights as shown on plat prepared by H. S. Brockman, Reg. Surveyor, dated July 31, 1956 and which plat has been recorded in the R. M. C. Office for said County in Plat Book LL, page 55. This being the same property which was conveyed to mortgagee herein by Frank P. McGowan, Jr., Master by deed recorded in said office in Deed Book 976, page 231. And being the same property which was conveyed to mortgagor herein by mortgagee herein by deed which will be recorded forthwith in the said office. For a more particular description see the aforesaid plat.

This is a second mortgage over the above described property. Woodruff Federal Savings and Loan Association holds the first mortgage which was given to it by Cathey F. Gowan dated <u>Dec 11, 1973</u> in the original sum of \$12,000.00 and which mortgage will be recorded forthwith in the said office.