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MORTGAGE: Form Prepared by Haynsworth, Perry, Bryant, Marion & Johnnie S. TANKERSLEY Greenville, S. C. R.M.C.

BOOK 1340 PAGE 906

State of South Carolina,

PURCHASE MONEY MORTGAGE

COUNTY OF GREENVILLE

JAMES B. GOWAN, M.D.

SEND GREETING:

WHEREAS, I, the said James B. Gowan, M.D.

in and by my certain promissory note in writing, of even date with these presents am well and truly indebted to MARGARET C. HAMMOND

in the full and just sum of Forty Thousand and No/100 \$40,000.00 DOLLARS, to be paid at

in Greenville, S. C., together with interest thereon from date hereof until maturity at the rate of seven and three-fourths (7 3/4%) per centum per annum, said principal and interest being payable in equal monthly installments as follows:

Beginning on the 5th day of September 1975, and on the 5th day of each succeeding month of each year thereafter the sum of \$ 480.05

to be applied on the interest and principal of said note, said payments to continue up to and including the 5th day of July 1985, and the balance of said principal and interest to be due and payable on the 5th day of August 1985;

the aforesaid monthly payments of \$ 480.05 each are to be applied first to interest at the rate of seven and three-fourths (7 3/4%) per centum per annum on the principal sum of \$40,000.00 or so much thereof as shall, from time to time, remain unpaid and the balance of each monthly 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 I, the said James B. Gowan, M. D.

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Margaret C. Hammond according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to me

the said James B. Gowan, M. D. in hand and truly paid by the said Margaret C. Hammond

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 Margaret C. Hammond, her heirs and assigns, forever:

All that piece, parcel or lot of land, situate, lying and being on the Southern side of Mills Avenue in the City of Greenville, County of Greenville, State of South Carolina, being shown on a plat entitled "Property of Margaret C. Hammond", dated May, 1941, prepared by Dalton & Neves, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southern side of Mills Avenue, which iron pin is located N. 45-27 E. 122.3 feet from the Southeastern corner of the intersection of Mills Avenue and Elm Street and running thence with the Southern side of Mills Avenue N. 45-27 E. 22.2 feet to an iron pin; thence continuing with the Southern side of Mills Avenue N. 49-43 E. 62.8 feet to an iron pin; thence S. 33-30 E. 150 feet to an iron pin; thence S. 45-27 W. 56.3 feet to an iron pin; thence N. 44-33 W. 151 feet to the point of beginning.

This is the identical property conveyed to the Mortgagor herein by deed of Margaret Cooper Hammond, dated May 29, 1975, and to be recorded herewith in the RMC Office for Greenville County, South Carolina.

This mortgage is given to secure a portion of the purchase price for the premises hereinabove described.



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