and the said Plaintiff has elected to accelerate payment of the entire balance due in accordance with the terms of the said Note. That there is now due and owing to the Plaintiff on said note the sum of Nine Hundred Twenty and 20/100 (\$920.20) Dollars, plus attorney's fees, collection costs, and interest which will accrue after January 10, 1974.

IV

By virtue of the above, the Plaintiff is informed and believes, and alleges that it has become entitled to a judgment against the Defendant in the amount of Nine Hundred Twenty and 20/100 (\$920.20) Dollars plus interest, attorney's fees and collection costs.

## FOR A SECOND CAUSE OF ACTION

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That all allegations contained in the First Cause of Action not inconsistent herewith are incorporated herein by reference and made a part of this Second Cause of Action.

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That the Plaintiff is a corporation organized and chartered under the laws of the State of South Carolina and doing business in the State of South Carolina, County of Greenville. That the Defendant was at all times hereinafter mentioned alleged, a citizen and resident of the State of South Carolina, County of Greenville.

Ш

That heretofore, on or about September 10, 1973, the Defendant executed and delivered to the Plaintiff his Agreement, a copy of which is attached hereto and marked Exhibit "B", and incorporated herein by reference and made a part of this Complaint, wherein the Plaintiff agreed to extend to Defendant, from time to time, and upon request by the Defendant, cash advances not to exceed the sum of One Thousand (\$1,000,00) Dollars, in consideration for which the Defendant agreed to repay this amount in monthly payments of \$20,00 or five percent (5%) of the outstanding balance, whichever should be greater.

Low Offices
Horton, Drawdy,
Horekbarks, Ashmore,
Chopman and Prown,
P.A.
Greenville, S.C.

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