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the Plaintiff is informed and believes that the Defendant Shaw E. Pender, Jr. is attempting to dispose of his house and lot located at 202 Chateau Drive, Greenville, South Carolina with the intent to defraud First Piedmont Bank & Trust Company, one of the Defendant's Shaw E. Pender, Jr., creditors.

VIII.

That on July 3, 1974 the full payment of \$3,600.00 was due from the Defendants to the Plaintiff; that as of July 3, 1974 the balance due on this note was \$3,600.00; that Defendants have not paid any part thereof by cash, discount or otherwise and that the Plaintiff has now exercised its option under the terms of the note executed by the Defendants to declare the entire balance due and payable in the event of default, whereby the amount due and owing the Plaintiff is the sum of \$3,600.00, together with reasonable attorney's fees and costs incurred for collection, with interest thereon at the rate of 8%, as provided by the terms of this note.

WHEREFORE, Plaintiff demands Judgment against the Defendants in the amount of \$3,600.00, together with reasonable attorney's fees and costs and expenses, including court costs, with interest thereon at the rate of 8%, as provided by the note.

LOVE, THORNTON, ARNOLD & THOMASON

By: *Carroll H. Roe, Jr.*
Carroll H. Roe, Jr.
Attorney for Plaintiff

July 19, 1974.

Greenville, South Carolina

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