

STATE OF SOUTH CAROLINA)	
)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE)	
General Motors Acceptance Corporation,)	
)	
Plaintiff,)	
)	
vs.)	COMPLAINT
)	
Carroll F. Brown,)	
)	
Defendant.)	

The Plaintiff, complaining of the Defendant, would respectfully show to the Court:

- I. That the Defendant Carroll F. Brown is a citizen and resident of the State of New Hampshire, presently employed in Birmingham, Alabama; that the Defendant owns real property in Greenville County, South Carolina; and that this court has jurisdiction of the subject matter of this action.
- II. That on or about December 12, 1978, the Plaintiff and Defendant entered into a written security agreement in which the Defendant signed as co-buyer for the financing of one (1) 1979 Chevrolet pick-up truck.
- III. That the security agreement, attached hereto as Exhibit "A" and hereby incorporated by reference provided in part that if the purchaser defaulted in payment or defaulted under the terms of the agreement, the Plaintiff would have the right to declare the entire unpaid balance to be immediately due and payable. The agreement further provided that upon default seller would have the right to repossess the vehicle, sell the vehicle, and hold the purchasers liable for any deficiency which might occur.
- IV. That the vehicle has been disposed of in New Hampshire and the collateral no longer exists; that the only part found by the New Hampshire authorities was an engine block having no salvage value; that no payment has ever been made under the agreement and there is a present outstanding balance due in the amount of Six Thousand Seven Hundred Sixty-Three and 58/100ths (\$6,763.58) Dollars, plus interest to be determined by the court; that in addition, the agreement provided that in the event the same was

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