

attorneys' fee, which amount should be added to and collectible as a part thereof, and that after maturity either as originally provided for or as may be accelerated under the terms thereof, all sums due shall bear interest at the annual rate of Eight (8%) percent. A copy of the subject promissory note is attached, marked as Exhibit A, and the terms and provisions thereof are fully incorporated herewith by reference and made a part of this Complaint.

IV

The plaintiff, First-Citizens Bank & Trust Company, is currently the owner and holder of the subject promissory note; the defendant, Linda Huff Burks, has failed to pay the promissory note when it became due on July 9, 1980, and she is as of said date in default thereof. That immediately upon default, the plaintiff exercised its right and declared the entire indebtedness immediately due and payable; that demand has been made of the defendant to pay and satisfy her obligation as called immediately due and payable, but such demands have been ignored and refused.

V

That there is now due and owing on the subject promissory note the principal sum of One Thousand Three Hundred Forty and 00/100 (\$1,340.00) Dollars together with interest computed at the annual rate of Eight (8%) percent from July 9, 1980, and the costs and expenses of this collection, including a reasonable attorneys' fee for the plaintiff's attorneys, Rainey, Britton, Gibbes & Clarkson, P.A.

VI

That the plaintiff filed its attachment proceedings against the real property of the defendant on September 12, 1980, and that the plaintiff is informed and believes that it is entitled to a Judgment in Rem in the amount of One Thousand Three Hundred Forty and 00/100 (\$1,340.00) Dollars, together with interest computed at the annual rate of Eight (8%) percent from July 9, 1980, and the costs and expenses of this collection,

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