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IV.

That by the terms of the above-mentioned note, the Defendants agreed that in the event of non-payment when due of any amount payable on the liability incurred by the Defendants, holder, herein the Plaintiff could, at its option, declare the balance immediately due and payable without notice or demand. Defendants further agreed that if it was necessary for a holder of this note to place the note in the hands of an attorney for collection, the Defendants would be liable for reasonable attorney's fees and all other costs and expenses incurred in the collection of this note, which would be added to the amount then due and collectible as a part thereof, and that all sums and dues under the terms of the note would bear interest at the rate of 8% per annum.

V.

That the Plaintiff is the holder in due course of the above-mentioned note.

VI.

Defendants have defaulted in payment of the note; that although the Plaintiff has made repeated demands on the Defendants for payment, the Defendants have failed or refused to make any payment on this past due account.

VII.

That this is an action for the recovery of money and that 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 1, 1974 the full payment of \$10,000.00 was due

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