

Properties, Inc. the sum of Six Thousand One Hundred Sixty-Three and No/100 (\$6,163.00) Dollars, on June 20, 1976, for the balance of the purchase price of the above described real property, that to secure the sum of Six Thousand One Hundred Sixty-Three and No/100(\$6,163.00)Dollars, Thomas F. Morgan, Jr. assigned to Southland Properties, Inc. his interest in Ashland Oil Inc. Employees Thrift Plan, which he represented to have a balance, on June 20, 1975, of Four Thousand Two Hundred Eighty-Five and 33/100 (\$4,285.33) Dollars.

That upon information and belief, in April 1976, Thomas F. Morgan withdrew all sums from the Ashland Oil Inc. Employees Thrift Plan, then secreted and hid such assets, refusing to pay any portion to Southland Properties.

That based upon the above recited facts, Southland Properties, Inc. is entitled to a Warrant of Attachment pursuant to the 1962 South Carolina Code of Laws, as amended, §10-901, which states. in part:

In any action:

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(8) When any person or corporation is about to remove any of his or its property from this State, or has assigned, disposed of or secreted or is about to assign, dispose of or secret any of his or its property with intent to defraud creditors as mentioned in this chapter:

The Plaintiff at the time of issuing the summons or any time afterwards may have the property of such defendant or corporation attached, in the manner prescribed in this chapter, as a security for the satisfaction of such judgment as the plaintiff may recover.

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That Thomas F. Morgan, Jr. and Linda F. Morgan have failed and refused to pay to Southland Properties, Inc. the balance of the purchase price for the real property described above, said sum being the amount of Six Thousand One Hundred Sixty-Three and No/100 (\$6,163.00) Dollars, which is past due.