

that the Plaintiff has expended money on certain repairs to said property in an effort to correct the conditions alleged above, and the property is actually in a better condition now than when it was delivered to the Plaintiff; that the Plaintiff is still ready and willing to return the aforesaid property to the Defendant upon payment of all funds paid out by the Plaintiff to the Defendant and for the benefit of said property.

## VI.

That as a direct and proximate result of the aforesaid misrepresentations and concealment on the part of the Defendant, the Plaintiff has been seriously damaged in that the property proposed to be purchased is worth far less than represented to him by the Defendant, and substantially less than the offered purchase price set forth in the above mentioned Contract of Sale; that the Plaintiff has been forced to spend considerable sums of money and time in making repairs and taking precautionary measures to prevent further damage to the house and premises due to the surface water flooding and the sub-surface water on this lot due to a high water table in the area; that the Plaintiff and his family have suffered serious emotional trauma and distress as a result of the conditions on the property as fully described hereinabove, all of which were concealed by the Defendant, and there is now due and owing to the Plaintiff by the Defendant the sum of Ten Thousand (\$10,000.00) Dollars, both actual and punitive damages.

## VII.

That the Defendant owns the real property located at 5 West Golden Strip Drive, Mauldin, S. C., known as Lot Number 13 on Block A, of a plat recorded in the R. M. C. Office for Greenville County in Plat Book MM, at Page 176; that said lot is encumbered by a mortgage in favor of C. Douglas Wilson & Co., in the original amount of Fifteen Thousand Nine Hundred (\$15,900.00) Dollars recorded on November 6, 1962, in Mortgage Book 905, at Page 597, R. M. C. Office for Greenville County; that said mortgage is a prior lien on said property, and for that reason the mortgage holder is not made a party to this action for the reason that its lien will not be affected thereby; that the Plaintiff is informed and believes