of Twelve Thousand Five Hundred Sixteen and 15/100 (\$12,516.15) Dollars of which the Plaintiff has received part payment thereof, despite repeated demands therefor, leaving an outstanding balance through date of Ten Thousand Five Hundred Sixteen and 15/100 (\$10,516.15) Dollars, together with attorney's fees and costs as provided for by law, with all just credits given.

The deponent further states that Carolina Federal Savings and Loan Association is made a party to this action due to the fact that they hold a first (1st) mortgage on the above-described property with their mortgage recorded in Mortgage Book 1517 at Page 589, recorded 25 September 1980.

The deponent further says that for the balance due on the said Contract through date, is the swa of Ten Thousand Five Hundred Sixteen and 15/100 (\$10,516.15) Dollars, together with attorney's fees as provided by law and the costs of this action for which the Plaintiff claims a mechanic's lien upon the said building and upon the real estate described whereon the same is situated and hereby gives notice of such claim.

JIMMY FINLEY BUILDERS, INC.

Its: President

SWORN to before me this g^{h} day of July, A.D., 1981.

Ху Соаз. Ехр. <u>13-21-88</u>