

emanating from the properties were paid over to the Plaintiff, and were applied by him to the amounts due under these first mortgages. This practice continued until February of 1982, and the Plaintiff introduced into evidence a record prepared by his accountant showing the application of these funds to these first mortgages and the existing balances with interest through November 30, 1982.

It appears from the testimony that for a reason unknown to the Court on March 31, 1976, in order to better secure the note of March 15, 1975, in the amount of Forty Thousand (\$40,000.00) Dollars, the Defendant executed his certain mortgage covering property known as the Virginia Apartments located on the north-eastern side of Manly Street in the County of Greenville. This mortgage states that it is given as security for the original Forty Thousand (\$40,000.00) Dollar note dated March 15, 1975, and provides that it is due and payable as set forth in that note. The testimony of all the parties was that the Defendant had been attempting to sell the Virginia Apartments for a number of years, and after the execution of this mortgage in favor of the Plaintiff dated March 31, 1976, continued to attempt to effectuate a sale of the property. On July 10, 1978, a sale of the property was made to Samuel W. Hammond and William C. Hammond, Jr., who were represented by attorney H. Samuel Stilwell of the Greenville Bar. The testimony of the Plaintiff and Defendant was that prior to the sale of the property negotiations were entered into between the two as to the amount of money to be payable on the mortgage in favor of the Plaintiff in that it was apparent that there would be insufficient funds to pay all of the debts encumbering the property. Mr. Quinn testified that he talked with the Plaintiff on numerous occasions, and after lengthy negotiations, the Plaintiff agreed to accept the sum of Thirty-Six Thousand Five Hundred (\$36,500.00) Dollars in full satisfaction of the note and all of the mortgages securing that note at the time of sale. H. Samuel Stilwell, attorney, was called as a witness by the Defendant, and he testified that he had no independent recollection of any of the negotiations between the parties in that he represented neither the Plaintiff nor Defendant in the transaction, but represented the purchaser. However, in reviewing his file, Mr. Stilwell stated to the Court that he had written in red a note in his file that the Plaintiff

*Corrected
Dennis F. S. [unclear]
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