That as a further term of the agreement, and in consideration of the agreement by the Plaintiff to extend these sums to the Defendant, the Defendant agreed to pay to Plaintiff the amount of 1 1/2% per month on any unpaid balance.

11

That, subsequent to the execution of this agreement, which is known as a "Ready Credit Account" the Defendant did from time to time receive from the Plaintiff cash advances. That the last advance made by Plaintiff to the Defendant was on December 10, 1973, in the amount of Six Hundred (\$600,00) Dollars in addition to the amounts previously advanced by Plaintiff to Defendant amount to the total sum advanced by the Plaintiff to Defendant of One Thousand (\$1,000.00) Dollars. That despite repeated requests and demands by the Plaintiff that the Defendant make his monthly payments to liquidate this amount, Defendant has failed and refused and continues to refuse to make any payment to Plaintiff with regard to this account whatsoever, and that he is in default according to the terms of his agreement with Plaintiff. That no part of the amount owned by Defendant to Plaintiff has been paid by cash, discount or otherwise.

Ш

That by virtue of the failure of the Defendant to make payments as hereinabove alleged and by virtue of the terms of the agreement attached hereto as Exhibit "B", the Plaintiff has elected to accelerate payment of the entire balance due; that there is now due and owing the Plaintiff on said agreement the sum of One Thousand Seventeen and 00/100 (\$1,017.00) Dollars plus attorney's fees, collection costs and interest which will accrue thereon after December 31, 1973.

IV

That Plaintiff is informed and believes and so alleges that Defendant has left the County of Greenville, wherein he owned real property, and that he has placed this property into the hands of an agent, giving said agent a power of attorney, and instructing said agent to sell this property for him.

Low Offices
Horton, Drawdy,
Marchbooks, Ashmore
Chapman and Brown,
P.A.
Greenville, S.C.

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