

FILED  
GREENVILLE CO. S. C.

JUL 13 4 45 PM '74

DONNIE S. TINKERSLEY  
R.M.C.

BOOK 16 PAGE 571

STATE OF SOUTH CAROLINA )  
                                  ) IN THE COURT OF COMMON PLEAS  
COUNTY OF GREENVILLE )

First Piedmont Bank & Trust )  
Company, a Corporation, )  
                                  ) Plaintiff, )

-vs-

Tiffany Homes, Inc. a )  
corporation and Shaw E. )  
Pender, Jr. )  
                                  ) Defendants. )

74-CP-23-730  
COMPLAINT

Plaintiff, complaining of the Defendants, would respectfully show to the Court:

I.

Plaintiff is a corporation organized and existing under the laws of one of the States of the United States, with its principal place of business in the City of Greenville, County and State aforesaid; that the Defendant Tiffany Homes, Inc. is a corporation organized and existing under the laws of one of the States of the United States and is doing business in the County and State aforesaid and that Defendant Shaw E. Pender, Jr. is a citizen and resident of the County and State aforesaid.

II.

That heretofore the Defendants Tiffany Homes, Inc. and Shaw E. Pender, Jr. for value received, executed and delivered a certain promissory note in writing to the Plaintiff dated April 18, 1974, by which Defendants promised to pay to Plaintiff the sum of \$3,600.00, including interest and documentary stamps, said amount to be due and payable on or before June 17, 1974; and that Plaintiff agreed and Defendant executed an Extension Agreement whereby the time for the payment on the note was extended from June 17, 1974 to July 3, 1974. A copy of said note and

Q 57

4328 RV.2