

and has no property within the State with which to satisfy said Judgment, except the real estate hereinafter referred to.

IV

That heretofore, on or about December 2, 1968, the Defendant, Betty G. Cooper, did, for value receive, deliver her certain written promissory note in the amount of Thirteen Thousand (\$13,000.00) Dollars to J. C. Bruce and Dorothy B. Taylor. Said note was to be paid in full on July 1, 1969, and call for interest at the rate of six (6%) percent per annum, to be computed at maturity. Said note further provided that in the event said note was placed in the hands of an attorney for collection, that the said Betty G. Cooper would pay a reasonable sum as attorney fees, plus all cost and expenses incident with the collection of same. A copy of said note, marked as "Exhibit A", is attached hereto and made a part hereof.

V

That, thereafter, the said J. C. Bruce and Dorothy B. Taylor did assign all of their right, title and interest in and to said note, unto the Plaintiff and further, that the Defendant, Betty G. Cooper, is in default upon said note and that despite demand, she has failed to pay any part of principal and interest as called for by said note and is in default. That the Defendant, Betty G. Cooper is, therefore, indebted to the Plaintiff in the sum of Thirteen Thousand (\$13,000.00) Dollars, plus interest, plus attorney fees and cost, but that the said Betty G. Cooper did leave the State of South Carolina and has no property within said State to satisfy any Judgment which may be obtained by reason of the aforementioned note, except the property hereinafter referred to.

VI

That Plaintiff is informed and believes that heretofore, on or about September 9, 1970, the Defendants, James A. Howard and

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