

GREENVILLE CO. S. C.

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DONNIE S. TANKERSLEY
R.M.C.

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STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

IN THE COURT OF COMMON PLEAS

James A. Harris,)
Plaintiff,)
vs.)
Charles E. Quinn,)
Defendant.)

ORDER

FILED CLERK OF COURT
GREENVILLE, S.C.
JAN 6 3 39 PM '83

This action was initiated by service of a Summons and Complaint upon the Defendant on September 10, 1982, and with the filing of a Lis Pendens on that same date. The Complaint alleged that on or about March 15, 1975, the Defendant executed and delivered to the Plaintiff his certain promissory note in the sum of Forty Thousand (\$40,000.00) Dollars, together with interest from date at the rate of eight per cent, which note was secured by a mortgage dated March 15, 1975, covering certain real estate owned by the Defendant.

The Complaint further alleged that the payments due under said note were substantially in arrears, and asked for a foreclosure of the mortgage, waiving any personal or deficiency judgment they may have against the Defendant.

note

The Defendant then filed his Answer admitting the execution of the Forty Thousand (\$40,000.00) Dollar note, and admitting the conveyance of the property by way of mortgage, but denying that there was a balance due and owing on said note.

For a Second Defense, the Defendant alleged that on July 10, 1978, he paid to the Plaintiff the sum of Thirty-Six Thousand Five Hundred (\$36,500.00) Dollars, which was accepted as a complete accord and satisfaction of the note, and that at that time, the mortgages which are being foreclosed should have been satisfied and returned to him.

It appears from the testimony that the parties to this action entered certain business arrangements in the year 1974, at which time the Plaintiff lent a corporation owned by the Defendant and others certain monies for the purpose

*Donnie S. Tankersley
R.M.C.*

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