

at the time of the conveyance of the property by United Machine Works, Inc. to Rebecca Joy Griffin the mortgage was in default and that no payments were received by the Plaintiffs either from United Machine Works, Inc. or from Rebecca Joy Griffin.

It further appears to the Court from the Complaint as well as from the Answer of the Defendants that the conveyance to Rebecca Joy Griffin was recorded in the R.M.C. Office for Greenville County on June 18, 1981 in Deed Book 1150 at Page 198 at a time when the Defendants knew or should have known that the Plaintiffs were in the process of commencing a foreclosure action on the mortgage. It also appears that the conveyance occurred at a time when the Defendant United Machine Works, Inc. made a number of conveyances to other individuals, and this conveyance was inadvertently included in that process and was made by mutual mistake between the Defendants and should not have occurred or been recorded. This is bolstered by the fact that the Defendant Rebecca Joy Griffin is the daughter of one of the officers of United Machine Works, Inc., and no one is disputing the fact that none of the mortgage payments have been made or that there was, apparently, a complete lack of consideration as a result of the mutual mistake having been made. Additionally, it appears to the Court that the foreclosure of the mortgage did, in fact, take place with United Machine Works, Inc. named as the prime Defendant rather than Rebecca Joy Griffin as is reflected in Judgment Roll #81-7221. It is undisputed that in that foreclosure action all necessary parties were served and were before the Court and that the mortgage proceeded in a normal course of events resulting in an Order holding the Plaintiffs herein to have a first mortgage and to have priority over the claims or interests of all of the Defendants. The only potential Defendant not named in the foreclosure action was the Defendant herein Rebecca Joy Griffin, and it does appear to the Court based upon a review of the allegations in the Complaint and the Answer of both Defendants as well as their consent to this Order that she did, in fact, obtain her interest in the property through a mutual mistake.

As a result of the mutual mistake having been made, the conveyance should be declared null, void and of no effect, and the R.M.C.

0.3873

4328 RV.2