

At the call of the case Quentin O. Ball, one of the Plaintiffs, appeared with his counsel, H. Michael Spivey. The Court appointed Baety O. Gross, Jr., as Guardian Ad Litem and he appeared on behalf of Defendant Larry D. Smith. Neither Mr. Smith nor Mrs. Smith personally appeared.

That the testimony evidenced that the Plaintiffs and Defendants entered into a Land Sales Contract dated June 26, 1978, whereby the Plaintiff was selling 9.9 acres on French Road, Greenville County, South Carolina, to Defendants. That as a part of the terms of the contract the Defendants were to pay Plaintiffs One hundred fourteen and 01/100 (\$114.01) per month from August 15, 1978, on the total purchase price of \$10,000.00. The Defendants paid \$1,000.00 cash deposit at the time of the execution of the contract leaving a balance of \$9,000.00.

The said land sales contract was made a part of the public records by the recording of same in the RMC office for Greenville County, South Carolina, in Deed Book 1084 at page 236. This contract was recorded on July 31, 1978. That no payments have been made on the contract of sale since July, 1980, and the Defendants are now 24 months in default (\$2,736.24) and owe in excess of \$1400.00 in back interest. That under the terms of the contract, should Defendants fail to comply with the terms of the contract or fail to make monthly payments, the Plaintiffs may declare the contract breached and any payments made retained by Plaintiff as liquidated damages. The contract further provides that said agreement is thereby terminated and parties discharged.

The Court determines from the testimony that the Defendants are in default on the contract and the Plaintiff is entitled to terminate and cancel the Land Sales Contract and same should be cancelled of record in the RMC office for Greenville County, South Carolina.

It Is Therefore Ordered, Adjudged and Decreed:

1. That the Defendants are in default on the Land Sales Contract.

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