Deeds Book 1027, at Page 998, on December 2, 1975. The Defendants had executed and delivered to the Plaintiff, simultaneous with the execution and delivery of the Bond For Title, a promissory note in the full face amount of Twenty-Four Thousand Five Hundred ($24,500.00) Dollars, providing for payment thereon at the rate of Two Hundred Twenty and 14/100 ($220.14) Dollars per month commencing December 10, 1975, with interest thereon at the rate of eight (8%) per cent per annum. According to the testimony and evidence, it was upon the faithful adherence and performance of all the terms and provisions of the note that Plaintiff would be obligated to execute its deed to the above-described property to the Defendants.

The Defendants defaulted in the obligations of said note, the terms of which are also incorporated into the Bond For Title, or Contract For Deed, having made no payments after the initial one and there being an approximate balance due of Twenty-Three Thousand Nine Hundred Ninety and 93/100 ($23,990.93) Dollars on said note.

I, therefore, find that the Defendants have defaulted in the terms and provisions of this contractual agreement and have, therefore, breached the contract and Plaintiff is, and should be, relieved from any and all responsibility to perform under the terms and provisions of the Bond For Title, or Contract For Deed, and that the same should be cancelled. It is, therefore,

ORDERED, ADJUDGED AND DECREED that the Bond For Title, or Contract For Deed, entered into by and between the parties to this action and recorded in the R.M.C. Office for Greenville County, S. C., in Deeds Book 1027, at Page 998, should be, and the same is hereby cancelled and rendered null and void and the Register of Mesne Conveyance for Greenville County, S. C., is hereby authorized and empowered to cancel the same as it appears of record in her office.

AND IT IS SO ORDERED.

Greenville, S. C.

January ___6___, 1977.

C. Victor Pyle, Jr., Judge
Greenville County Court