

know the instrument that they were signing was a mortgage. They were negotiating with the Defendant at that time for the installation of aluminum siding on a house they owned situate on Lot 17, Avon Park, Taylors, South Carolina. The work was never done by the Defendant, and no payments were ever made by the Plaintiffs to the Defendant. It further appears that the Defendant is out of business and that no work at all was done on the house referred to above. I therefore find that there has been a failure of consideration and that the mortgage referred to hereinabove is of no force and effect and therefore should be satisfied.

Now, therefore, on motion of Thomas C. Brissey, Attorney for the Plaintiffs, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

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1. That there has been a complete failure of consideration between the Plaintiffs and the Defendant with respect to the mortgage referred to herein.

2. Because of this failure of consideration, I hereby direct Donnie V. Tankersley, Register of Mesne Conveyances for Greenville County, South Carolina, to mark satisfied the mortgage from the Plaintiffs to the Defendant recorded in Deed Book 1294, at page 27, Greenville County, South Carolina.

IT IS SO ORDERED.


C. Victor Pyle, Jr.
Judge, County Court

Greenville, South Carolina

December 30, 1976