

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS

King's, Inc. of Greenville
Petitioner,
-vs-
Gerald S. Ingram,
Respondent.

ORDER

This matter was commenced by Petition of the Petitioner herein to cancel a contract for sale of realty as described in said Petition.

It further appears that the Defendant was served by publication as ordered by this Court and all requirements of service by said publication have been completed, and from the Affidavit of Default executed by Petitioner's attorney, I find that the Respondent is in default.

I further find that the Petitioner is a corporation organized and existing under the laws of the State of South Carolina and does business in the County of Greenville, State of South Carolina. I find that the property affected by this action is situate in the County of Greenville, State of South Carolina.

From the evidence I find that this Court has jurisdiction of the subject matter and of the parties hereto.

I further find that on June 7, 1974 the Petitioner and Respondent entered into a contract for sale and purchase of real estate, which contract was recorded in the office of the REC for Greenville County, South Carolina in Deed Book 1000, at Page 608, providing that the Respondent promised to pay for the real estate described therein a full purchase price of \$31,500.00, payable as follows:

\$3,013.81 down payment, the receipt of which is hereby acknowledged. The Seller has the property described hereinabove presently mortgaged with First Federal Savings and Loan Association, the present principal balance of which is \$23,986.19, and the Purchaser shall make payments on the Seller's mortgage to First Federal Savings and Loan Association in the amount of \$188.81 per month as required by the promissory note and mortgage heretofore executed by the Seller in favor of First Federal Savings and Loan Association until paid in full. In addition thereto the Purchaser shall pay the balance of the purchase price totaling \$4,500.00 on or before April 1, 1975, with interest thereon at the rate of eight (8%) percent per annum, to be computed and paid at maturity.

It is understood that the Purchaser shall commence payments to First Federal Savings and Loan Association during June, 1974.

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