

in the Bond for Title, the Plaintiff may declare this Bond for title terminated null and void, and all sums paid hereunder by the Buyer shall be deemed forfeited with the right of the Seller to retain the same in satisfaction of rental of the premises and in such event, the Seller shall be discharged in law and equity from any liability to deliver the aforementioned Warranty Deed, and shall have the right to enter upon and take possession of the premises, excluding the right of all persons who may be occupying the same, without suit or equitable remedy.

7. The Bond for Title further provides that in the event the Bond for Title is placed in the hands of an attorney for collection, Defendant agrees to pay a reasonable attorney's fee, together with all costs of collection. The Plaintiff has incurred attorney's fees and costs in the sum of \$750.00.

CONCLUSIONS OF LAW

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1. The Defendant is in default pursuant to the express terms of the Bond for Title executed between Plaintiff and Defendant dated November 7, 1981, recorded in Deed Volume 1158 at page 274. The Defendant has failed to make payments for six (6) months prior to the date of this Order and Plaintiff is entitled to declare the said Bond for Title terminated, null and void and all sums paid thereunder forfeited. Defendant has the right to enter upon and take possession of the premises.

2. For the payments due from Defendant to Plaintiff which remain unpaid for the months of August, September, October, November and December, 1983, and, January, 1984, at \$380.59 per month, Plaintiff is entitled to judgment in the sum of \$2,283.54. For real property taxes due and payable Greenville County, South Carolina for the tax years 1982 and 1983, for which Defendant is responsible but has failed to pay, Plaintiff is entitled to

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