

STATE OF SOUTH DAKOTA

:SS IN CIRCUIT COURT

COUNTY OF HANSON FIRST JUDICIAL CIRCUIT

JOHN & DEBORAH E. HORNIDGE,

Plaintiffs, Case No. 30CIV25-000032

vs.

BRENT & MELISSA MENTELE, et al.,

Defendants/Counterclaim Plaintiffs.

PROPOSED ORDER ENTERING DEFAULT AND
DEFAULT JUDGMENT ON COUNTERCLAIM

This matter came before the Court on Defendants' Motion for Default Judgment on Counterclaim and supporting Affidavit of Melissa Mentele. The Court having reviewed the motion, the affidavit, the file, and being fully advised in the premises, hereby finds as follows:

FINDINGS OF FACT

1. On May 27, 2026, Defendants Brent Mentele and Melissa Mentele filed their Answer and Counterclaim with the Hanson County Clerk of Courts.
2. On May 27, 2026, Defendants personally served the Answer and Counterclaim upon Plaintiffs' attorney of record, James Davies, by hand delivery at his office at 409 Main Ave, Alexandria, South Dakota 57311. Attorney Davies personally received the document and the Certificate of Service was signed and dated May 27, 2026.
3. Under SDCL 15-6-12(a), Plaintiffs were required to serve a reply to the Counterclaim within twenty (20) days of service. Computing the deadline under SDCL 15-6-6, the deadline expired on Tuesday, June 16, 2026.
4. As of the date of this Order, Plaintiffs have filed no reply to the Counterclaim, no motion for extension of time, no motion attacking the Counterclaim, and no other responsive pleading of any kind. Plaintiffs have made no filing of any kind in this matter since the original Complaint was filed on July 28, 2025.
5. By operation of SDCL 15-6-8(d), all averments of Defendants' Counterclaim are deemed admitted, including: that Defendants have fully performed all obligations under the Contract for Deed; that the real property at [REDACTED] Emery, South Dakota is Defendants' home and has been for several years; that Plaintiffs are required to convey the real property to Defendants pursuant to SDCL 43-26-1; and that Plaintiffs' refusal to

transfer the real property despite Defendants' full performance has caused significant damage to Defendants including preventing Defendants from pledging the property as collateral for necessary repairs.

6. Plaintiffs are not minors, incompetent persons, or persons in military service as defined by the Servicemembers Civil Relief Act.
7. Defendants have demonstrated no meritorious defense exists and that Defendants would be prejudiced by any further delay.

CONCLUSIONS OF LAW

8. Plaintiffs have failed to plead or otherwise defend against the Counterclaim as required by the South Dakota Rules of Civil Procedure. Entry of default is proper under SDCL 15-6-55(a).
9. Default judgment on Count 1 of the Counterclaim is proper under SDCL 15-6-55(b) and SDCL 21-9-9. Defendants have fully performed under the Contract for Deed and Plaintiffs' refusal to convey the real property cannot be adequately remedied by pecuniary compensation. Specific performance is the appropriate remedy.

10. Default judgment as to liability on Count 2 of the Counterclaim is proper under SDCL 15-6-55(b) and SDCL 43-26-1. The amount of damages shall be determined at a hearing.

ORDER

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

- A. Default is entered against Plaintiffs John Hornidge and Deborah E. Hornidge on Defendants' Counterclaim pursuant to SDCL 15-6-55(a).
- B. Default judgment is entered in favor of Defendants Brent Mentele and Melissa Mentele on Count 1 (Specific Performance) of the Counterclaim. Plaintiffs John Hornidge and Deborah E. Hornidge are hereby ordered to execute and deliver a Warranty Deed conveying the real property legally described as:

[REDACTED]

[REDACTED]

County, South Dakota

to Defendants Brent Mentele and Melissa Mentele, free and clear of all claims by Plaintiffs, within thirty (30) days of the date of this Order.

C. In the event Plaintiffs fail to execute and deliver the Warranty Deed within thirty (30) days of this Order, the Clerk of Courts of Hanson County is hereby authorized and directed to execute the Warranty Deed on behalf of Plaintiffs pursuant to SDCL 15-6-70(a), and such deed shall have the same force and effect as if executed by Plaintiffs.

D. Default judgment as to liability is entered in favor of Defendants on Count 2 (Breach of Contract) of the Counterclaim. The Court shall schedule a hearing on damages.

E. All relief requested by Plaintiffs in their Complaint is denied.

F. The Court retains jurisdiction over this matter for purposes of the damages hearing, enforcement of this Order, and any further proceedings.

IT IS SO ORDERED.

Denied: 07/16/2026
/s/ Smith, Patrick

Dated: _____, 2026

Circuit Court Judge

First Judicial Circuit, Hanson County

State of South Dakota