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ABSTRACT OF TITLE

OF

D. S. BOUKNIGHT

TO

LOT NUMBER 28

WHITE PROJECT

PREPARED BY

CHARLES I. DIAL
ATTORNEY AT LAW
COLUMBIA, S. C.

ABSTRACT OF TITLE

OF

E. S. BOUKNIGHT

TO

All that lot of land, situate in said County and State and now included in the lines of the fence surrounding my lot, fronting ninety feet eight inches (90'8") on the West side of Dial's Alley, and being triangular in shape, bounded on the East by said Dial's Alley, on the South by lot of Hambris, on which it fronts one hundred and eight feet six inches (180'6"), and Northwest by the lot conveyed to me by Geo. L. Dial by deed first above mentioned.

* * * * *

This abstract prepared by Charles I. Dial, Attorney at Law, Columbia, S. C., for the Columbia Housing Authority, and covers the period of 50 years last past.

* * * * *

From the records of Richland County I find the claim of title to run as follows:

John C. B. Smith	)	Deed - Fee simple, general warranty.
	)	Dated April 17, 1874.
to	)	Recorded April 25, 1874.
	)	Consideration - \$600.00.
Geo. L. Dial	)	Dower - Renounced.
)	
J 346.)	

Conveys all that **tract**, piece or parcel of land, situate, lying and being in the County of Richland, State aforesaid, containing seven acres and sixteenths of an acre, more or less, and bounded as follows, that is to say: on the North by the Camden Road, East by lands of Mrs. Wade Hampton, South by lands formerly of the estate of Andrew Wallace, and West by lands formerly of the estate of Andrew Wallace.

Proper as to execution and probate.

Millie Ivery)
to)
Joseph Lumpkin)
CF 292.)

Deed - Fee simple, general warranty.
Dated August 25, 1921.
Recorded August 25, 1921.
Consideration - \$100.00.
Dower - Grantor a woman.

Recites: "I, Millie Ivery, of the County of Richland, in said State, did on the 4th day of January 1883, purchase from Geo. L. Dial, of the City of Columbia, in said State, a lot of land situate on the West side of Dials Alley near the City of Columbia, by deed dated said 4th day of January, 1883, and recorded in the office of the Clerk of Court of Common Pleas for said County and State on March 1, 1883 in Deed Book "O" at page 515. Said lot being described as containing one-fourth (1/4) of an acre, and I did thereafter purchase from said Geo. L. Dial an additional lot and paid him therefor and received deed therefor, which, has in some way been lost or misplaced, and immediately took possession therefor fencing the same in with the lot first purchased, and have held continuous possession thereof since 1883, but now wish to convey that portion of the lot included in the second purchase to my nephew Joseph Lumpkin."

Conveys all that lot of land, situate in said County and State and now included in the lines of the fence surrounding my lot, fronting ninety feet eight inches (90'8") on the West side of Dial's Alley and being triangular in shape, bounded on the East by said Dial's Alley, on the South by lot of Hambris, on which it fronts one hundred eighty feet six inches (180'6"), and Northwest by the lot conveyed to me by Geo. L. Dial by deed first above mentioned, it being my purpose to convey to said JJos. Lumpkin all of my lot of land outside of that portion of it described in the first deed of Geo. L. Dial to me.

Proper as to execution and probate.

Joseph Lumpkin	)	Deed - Fee simple, general warranty.
	)	Dated November 27, 1922.
to	)	Recorded January 2, 1923.
J. W. Blume	)	Consideration - \$5.00 and other valuable
	)	consideration.
CJ 415.	)	Dower - Renounced.

Conveys same lot described in deed of Millie Ivery to Jos. Lumpkin, Book CF, page 292.

Note mention of unrecorded quitclaim deed of Willis, Dial, et al to Lumpkin.

Proper as to execution and Probate.

RECORDED
 1923
 MADE IN U.S.A.

5

John W. Blume	)	Deed-Fee Simple, General Warranty.
	)	Dated-February 8, 1924.
to	)	Recorded-February 9, 1924.
	)	Consideration: \$5.00 and other value.
John Gilliam	)	Dower- <u>Not Renounced</u> . 1.
	)	Conveys-

CM 322.

Same lot described in deed of Jos. Lumpkin to J. W.
Blume. Book "CJ" at page 415.

Proper as to execution and probate.

J. W. Blume)
) MORTGAGE*
 to) Dated-December 30, 1922.
) Recorded-December 30, 1922.
 D. S. Bouknight) Secures-Bond \$1000.00 payable 3 years
) after date.
) Dower-Not renounced.
 EE-268.) Covers-
)

Same lot described in deed of J. W. Blume, Deed Book " CM"

Page- 322.

Proper as to Execution and Probate.

D. S. Bouknight

Plaintiff,

* vs -

J. W. Blume, John Gilliam,
and Guy M. Tarrant,

Defendants.

) JUDGMENT ROLL that has never
) been indexed, but was ffound
) in the basement of the Court
) House in the old Master's cabinet.

) *now recorded - Roll # 26571*

Summons and Complaint-dated January 28, 1925. Filed January 30, 1925, in usual form for foreclosure for mortgage.

Affidavit of Service-as to John Gilliam and acceptance of service by other defendants.

Lis Pendens-dated January 28, 1925. Filed January 28, 1925.

Affidavit of Default-as to John Gilliam dated March 19, 1925.

Orders of Reference-dated March 19, 1925, but not signed by the Master.

Answer of ~~Guy M. Tarrant~~ set up a second mortgage assigned to him by J. W. Blume.

Answer of J. W. Blume admits the allegation of the complaint.

Original Bond and Mortgage of J. W. Blume to D. S. Bouknight, recorded in Book "EE" at page 268. Dower not renounced.

Mortgage of John Gilliam with dower not renounced recorded in Book "EN" of mortgages, page 189 and assigned of record to Guy M. Tarrant, is in roll.

Master's Report dated March 20, 1925. Filed on March 21, 1925, recommends the sale of property.

Decree of Foreclosure dated March 21, 1929, orders sale of property located on the west side of Dial's alley. This Decree not filed.

Master's Report on sale and disbursements dated May 7, 1925. Filed May 8, 1925, shows property sold and deed executed and delivered in favor of Thomas H. Moffatt and John W. Blume. No order confirming sale.

J. C. Townsend, Master	)	Deed - Master's.
	)	Dated May 1, 1925.
to	)	Recorded May 6, 1925.
Thos. H. Moffatt and	)	Consideration - \$100.00.
Jno. W. Blume	)	Dower - Master's Deed
)	
CE 503.)	

Conveys same lot described in deed of Jos. Lumpkin to J. W. Blume, Book CJ, page 415.

Proper as to execution and probate.

Thos. H. Moffatt and	)	Deed - Fee simple, general warranty.
Jno. W. Blume	)	Dated December 18, 1931.
	)	Recorded December 18, 1931.
to	)	Consideration - \$5.00 and other valuable
	)	consideration.
Arthur Reese and Viola	)	Dower - Renounced as to Blume. Moffatt a
Reese	)	bachelor.
)	
DP 567.)	

Conveys same lot described in deed of J. C. Townsend, Master,
to Thos. H. Moffatt and Jno. W. Blume, Book CE, page 503.

Proper as to execution and probate.

Arthur Reese and Viola	)	Deed - Fee simple, general warranty.
Reese	)	Dated June 1, 1937.
	)	Recorded August 20, 1937.
to	)	Consideration - Satisfaction of \$800.00
	)	bond and mortgage.
D. S. Bouknight	)	Dower - Renounced.
EG 525.)	

Conveys same lot described in deed of Thos. H. Moffatt and Jno. W. Blume to Arthur Reese and Viola Reese, Book DP, page 567.

Proper as to execution and probate.

Arthur and Viola Reese	)	MORTGAGE-
	)	Dated-December 18, 1931.
to	)	Recorded-December 18, 1931.
	)	Secures-Bond \$800.00 payable 3 years
D. S. Bouknight	)	after date.
	)	Dower-Renounced
GO 30	)	Covers
)	

Same lot described in deed of J. W. Blume to John
Gilliam.

Deed Book "CM" at page 322.

Proper as to execution and probate.

MORTGAGES

I find no mortgages of record affecting the title to this property except the mortgage set out in the body of this abstract, and in the absence of any evidence to the effect that it was the intention of the parties that this mortgage not merge with the greater fee, I am of opinion that it did merge in the greater fee to D. S. Bouknight.

LIENS

I find no lis pendens, mechanic liens, judgments or Federal tax liens affecting the title to this property.

TAXES

State and County Taxes for the years 1929 to 1938 inclusive, are marked paid of record except taxes for the year 1931 in the amount of \$9.30 are unpaid.

City Taxes for the years 1929 to 1938 inclusive, are marked paid of record.

OPINION

It will be noted that the deed of George L. Dial to Millie Ivery, according to the recital in the deed of Millie Ivery to Joseph Lumpkin, was lost and not recorded, and Millie Ivery also sets forth in her deed a recital of continuous possession from the years 1883 to 1921. It will also be noted that the judgment roll in the foreclosure suit of D. S. Bouknight -vs- John Gilliam, et al, has never been indexed in the Clerk's Office. Also, in the deed of John W. Blume to John Gilliam, the dower is not renounced, nor is the dower renounced in the mortgage of John Gilliam to John W. Blume. Subject to all of the foregoing and subject to the unpaid County Taxes for the year 1931, I am of opinion that when the above defects

*marked paid 8/12/39
b.g.A.*

*marked paid 8/12/39
b.g.A.*

have been cured D. S. Bouknight will be possessed of a reasonably safe and marketable title to the property described in the caption of this abstract.

Columbia, S. C.

April 10th, 1939.

Charles D. Neal
ATTORNEY AT LAW

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND.)

Personally appeared before me, John W. Blume, who on oath says that his first wife, Willie S. Blume departed this life intestate on the 20th day of December, 1922 in the County of Richland, in the State aforesaid. That deponent intermarried with Ravenel A. Pritchard, his present wife on the 22nd day of April, 1924, and that at the time of the execution of that certain mortgage in favor of D. S. Bouknight, dated December 30, 1922, and at the time of the execution of that certain deed of conveyance unto John Gilliam dated 8th day of February, 1924, he was unmarried.

Sworn to before me this

9th day of August, 1939.

Enclyn Sheppard (L.S.)
Notary Public for South Carolina.

John W. Blume

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Personally appeared before me, Ed Lumpkin of 1324 Lyon Street, Columbia, South Carolina, who being duly sworn deposes and says, that he is sixty-eight years of age and that Millie Ivery, now deceased, was his sister; that he knows of his own knowledge that she went and took possession of the property located on Dial's Alley, described in the deed of Millie Ivery to Joseph Lumpkin recorded in Book "CF", page 292, in the year 1883 and held continuous possession of the property until that deed was executed in the year 1921, making a period of thirty-seven consecutive years of ownership. That during that time she kept the property under fence, paid all taxes and exercised exclusive ownership of the said real estate.

Sworn to and subscribed before
this 15th day of August, 1939.

Ed Lumpkin

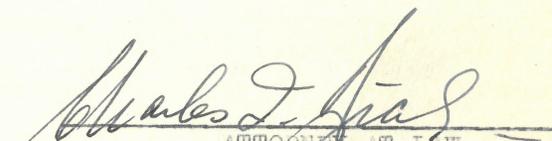
Harry M. Lightner) I.S.
NOTARY PUBLIC IN AND FOR THE
STATE OF SOUTH CAROLINA.

FINAL OPINION

This is to certify that the mortgage or mortgages, if any, set out in this abstract has or have been satisfied and cancelled of record, and that D. S. Bouknight has executed and delivered a fee simple, general warranty deed to The Housing Authority of the City of Columbia, S. C., conveying the property described substantially as in the caption of this abstract and said deed is recorded in the office of the Clerk of Court for Richland County, in Deed Book "EQ", at page 188; that all taxes for the years 1929-1938 inclusive, are paid of record, and I am of opinion that The Housing Authority of the City of Columbia, S. C., is seized and possessed of a reasonably safe and marketable title to the said premises, subject only to the lien of all taxes for the year 1939.

Columbia, S. C.

September 8th, 1939.


ATTORNEY AT LAW