

**ABSTRACT OF TITLE**

**OF**

ENOCH CUNNINGHAM

**TO**

LOT NUMBER 54

WHITE PROJECT

**PREPARED BY**

Edgar S. Douglas  
Attorneys at Law  
Columbia, S. C.



ABSTRACT OF THE TITLE

OF

ENOCH CUNNINGHAM

All that lot of land with the improvements thereon, situate, and being in Hampton Place, in the City of Columbia, in said County and State, fronting thirty-seven and one-half ( $37-1/2'$ ) feet, on McDuffie Avenue and running back therefrom to a depth of one hundred and sixty-five feet, more or less, and bounded on north by lot of E. H. Smith; east by McDuffie Avenue; south by lot formerly of Columbia Real Estate and Insurance Agency, west by an alleyway and being the southern one-half of the lot heretofore conveyed to E. A. Smith, by Bertha Kirby.

✓ 7.



Prepared by Edgar S. Douglas, Attorney at Law,  
Columbia, S. C., for the Columbia Housing Authority  
to whom said property has been offered, for sale.

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The lot above described is a portion of a larger tract  
of land owned by General Wade Hampton prior to the burning  
of the records of Richland County, S. C. in 1865. The  
tract owned by him of which he died seized and possessed,  
contained 108 acres. It does not appear that in his  
lifetime he sold any of this tract.

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The abstract of the title of the property above described  
prior to the deed first hereinafter set forth will be  
found in the Abstract of Title of CLARENCE RICHARDS (NO.  
47) herewith submitted. (Links 1-9 inclusive and  
link 13.)



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Columbia Real Estate	)	Deed-
and Insurance Agency	)	Dated-January 10, 1912.
	)	Recorded Clerk's Office
to	)	Richland County, S. C.
	)	Book "AU" Page 432.
Anna S. Barton	)	Date of Recording-Feb. 27, 1912.
	)	

Consideration: \$375.00

Conveys: Lot No. 66 on plat of "Hampton Place" recorded in Plat  
Book "C" at page 35.

This embraces ~~the entire~~ of the property in question.

"This conveyance is made, subject to the following conditions  
and restrictions: That the property herein described is not to be  
sold, rented or otherwise disposed of to persons of African descent.  
In the event of a violation by the grantor, her heirs and assigns,  
of the foregoing conditions and restrictions the title to the said  
property shall revert to the grantor except as to lien creditors."  
Fee Simple, full warranty, regular in execution and proof, no  
renunciation of dower, the grantor being a corporation.



Anna S. Barton     )  
                      )  
          to         )  
                      )  
Bertha Kirby        Q     Deed-  
                      )     Dated-May 20, 1913.  
                      )     Recorded Clerk's Office  
                      )     Richland County, S. C.  
                      Q     Book "BE" Page 551.  
                      )     Date of Recording-May 30, 1913.

Consideration: \$2850.00

Conveys: Lot No. 66 and southern one-half lot No. 65 on Plat of  
"Hampton Place", recorded Plat Book "C" at page 35.

Embraces the property in question.

Fee Simple, full warranty, regular in execution and proof, no  
renunciation of dower, the grantor being a woman.



Bertha Kirby        )  
                      )  
          to            )  
                      )  
E. H. Smith.        )  
                      )

Deed-  
Dated-June 4, 1913.  
Recorded Clerk's Office  
Richland County, S. C.  
Book "BE" page 527.  
Date of Recording-June 6, 1913.

Consideration: \$ 2900.00 paid and secured.

Conveys Lot No. 66 and the southern one-half lot No. 65 on plat of "Hampton Place" recorded Plat Book "C" at page 35.

Embraces the property in question.

Fee, Simple, full warranty, regular in execution and proof, no renunciation of dower the grantor being a woman.



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E. H. Smith	)	Deed-
	)	Dated-July 9, 1932.
to	)	Recorded Clerk's Office
	)	Richland County, S. C.
Enoch Cunningham.	)	Book "DQ", Page 165.
	)	Date of Recording-July 11, 1932.

Consideration: \$800.00.

All that lot of land with the improvements thereon situate, and being in Hampton Place in the City of Columbia, in said County and State fronting thirty-seven and one-half ( $37\frac{1}{2}$ ) feet, on McDuffie Avenue, and running back therefrom to a depth of one hundred and sixty-five (165') feet, and bounded on north by lot of E. H. Smith; east by McDuffie Avenue; south by lot formerly of Columbia Real Estate and Insurance Agency and west by an alleyway and being the southern one-half of the lot heretofore conveyed to E. H. Smith by Bertha Kirby.

Fee Simple, full warranty, regular in execution and proof, dower renounced.



ENCUMBRANCES-

Enoch Cunningham	)	Mortgage-
	)	Dated-July 25, 1934.
to	)	Recorded Clerk's Office
	)	Richland County, S. C.
Home Owners Loan	)	Book "94" Page 205.
Corporation.	)	Date of Recording-July 30, 1934.
	)	

Consideration: \$688.78

Covers property in question.

Secures note for \$688.78 payable \$8.72 per month.

Open of record.



ENCUMBRANCES

Enoch Cunningham	)	Repair Lien
	)	Dated-January 7, 1938.
to	)	Book "GU" Page 577.
	)	Recorded Clerk's Office
Home Owners Loan	)	Richland County, S. C.
Corporation.	)	Date of Recording-January 11, 1938.
	)	

Consideration: \$196.50

Repair lien for \$196.50 in addition to the amount due by mortgagor to mortgagee by mortgage between the parties dated July 25, 1934 and recorded in Mortgage Book "GY" at page 205.

Open of Record.

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T A X E S

State and County Taxes for the year 1938, amounting to \$13.79, do not appear to have been paid. City Taxes for the year 1938, amounting to \$10.19, are also unpaid. All other taxes for the past ten years have been regularly paid.

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R E P O R T

I hereby certify that I have made a careful examination of the public records for Richland County, S. C., and the foregoing abstract contains reference to all recorded instruments that affect the title to the property in question, and in my opinion, ENOCH CUNNINGHAM, is seized in fee simple of a good and marketable title, subject only to the lien of the mortgage of HOME OWNERS LOAN CORPORATION, and to the Repair Lien of HOME OWNERS LOAN CORPORATION, above set forth, and to the lien of the State, County and the taxes hereinabove reported.

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Columbia, S. C.

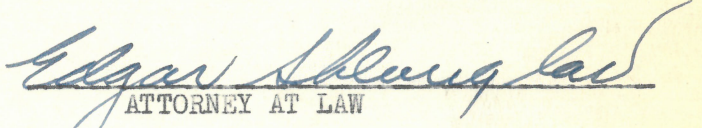
March 16, 1939.

*Edgar S. Douglas*  
ATTORNEY AT LAW



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 Enoch Cunningham 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 182; 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.

  
ATTORNEY AT LAW

Columbia, S. C.

Sept 9 <sup>th</sup>, 1939.