

ABSTRACT OF TITLE

OF

LEVI H. DAVID

TO

LOT NUMBER ^{H3 + 45} ~~42~~ → 116

WHITE PROJECT

PREPARED BY

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

ABSTRACT OF TITLE

OF

LEVI H. DAVID

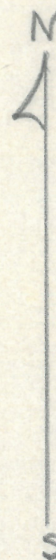
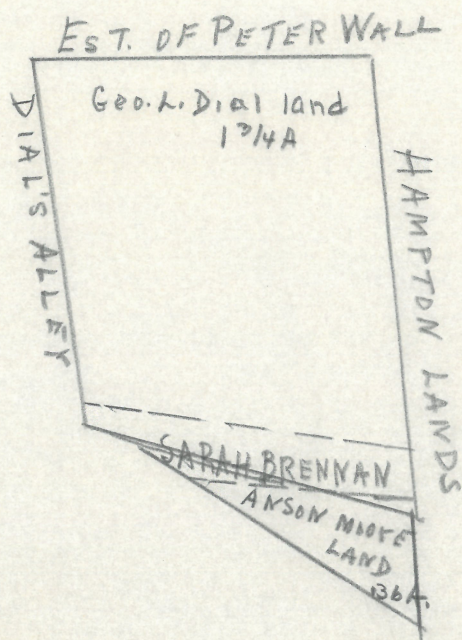
TO

*Improve
description*

All that piece, parcel or tract of land, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, containing two and twelve one hundredths (2-12/100) acres, more or less, and bounded on the North by land of the estate of Peter Wall; on the East by lands now or formerly of Hampton, South by part of the lands now or formerly of Anson Moore, On the West by an alley known as Dial's Alley, from which tract however there has been cut and conveyed a parcel of land which measures one hundred and ninety three feet six inches (193'6") on its northern side, fifty feet (50') on its eastern side, one hundred and seventy-three feet six feet (173'6") on its southern side, and fifty-four feet four inches (54'4") on its western side, and which property is now owned by Sarah Brennen.

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 chain 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.

Estate of	)	Judge of Probate's Office.
)	
George L. Dial..	)	Box # 122-Package 3170.

Will of George L. Dial, dated September 17, 1885, and apparently probated on February 22, 1886, leaves property to his Wife Arianna I. Dial, in trust to divide between herself and his four Sons as they each become 23 years of age.

Provides that she shall have^a/full power and authority to sell any of the real estate. Also provides that if she re-marry she shall be discharged as Executrix.

In fact, Arianna I. Dial did re-marry and became Arianna I. Willis, but apparently no questions was raised as to her discharge and her four Sons, all being of age, and being George L. Dial; J. D. Dial; T. Fraser Dial and Richard T. Dial, consented to the granting of the petition and to her discharge as Executrix.

Letters Dismissory granted on November 5, 1904.

Arianna I. Willis, Executrix	)	Deed - Trust
of Will of Geo. L. Dial	)	Dated October 29, 1897.
	)	Recorded April 22, 1898.
to	)	Consideration - \$100.00.
	)	Dower - Grantor a woman.
John A. Willis, Trustee)	
)	
AC 89.)	

Conveys: (1) First #1, containing 1-3/4 acres, more or less, bounded on the North by lot of Peter Wall, on the East by lands of Hampton, on the Southwest by unknown lands, and on the West by the alleyway above referred to, the same extending North from the Northwest corner of said lot to the Camden Road.

(2) Second, #2, lot bounded North by lot of , West (East?) by the alleyway aforesaid fronting on that 79/100 of a chain; South by Lot #3, and West by lot of .

(3) Third, #3, lot bounded North by Lot #2, East by the alleyway aforesaid, South by lot of , Southwest by lot of , said lot fronting 75/100 of a chain on said ~~alleyway~~ and running back therefrom 4-12/100 chain.

Note: Deed gives Trustee power to sell or mortgage.

Proper as to execution and probate.

John A. Willis, Trustee)
) Deed - Trust.
to) Dated February 26, 1903.
) Recorded February 26, 1903.
McA. McManus, Trustee)
) Consideration - \$700.00.
) Dower - Trustee's Deed.
)
AG 216.)

Conveys all that lot or parcel of land, situate in the County of Richland, State aforesaid, near the Eastern boundary of the City of Columbia, appearing as Lot No. 1 on a plat of a larger tract of land made by S. G. Henry, dated May 1896, and recorded in the office of the Clerk of Court of Common Pleas for Richland County, in plat Book "A" at page 77; the lot hereby conveyed being designated on said plat as No. 1, lying on the Eastern side of the alleyway which runs South from the Camden Road, nearly opposite the residence of Jno. C. Haskell, Esq., said lot being bounded on the North by lot of Peter Wall, East by lands of Hampton, South by lands of , and West by said alleyway.

Conveyance places property in trust for uses of Laura A. McManus, wife of grantee.

Proper as to execution and probate.

We have now traced the title to the one and three-fourths (1-3/4) acres into Mack A. McManus, Trustee. The next page we will commence tracing the title to the 36/100 acres into Mack A. McManus, Trustee.

Wm. Wallace, Trustee	)	DEED-Fee Simple, Special Warranty
to	)	Dated-August 9, 1870.
Anson Moore	)	Recorded August 13, 1870.
F 98	)	Consideration- \$33.33.
	)	Dower-Unnecessary.
)	
)	
)	

Conveys Southern 1/3 of Lot No. 11, bounded North
by that portion of said lot conveyed to London West, East by
Starke's land, South by lot No. 13 conveyed to Nathan Robinson, and
fronting 33-1/3feet on a lane which bounds it on the West.

Proper as to execution and probate.

Will of	)	Box 93, Package 2306.
	)	Judge of Probate Office.
Anson Moore	)	Dated 1872.
	)	Filed August 16, 1872.

" * * * I will and bequeath the house and lot now occupied by me, near the City of Columbia, bought from Col. Wm. Wallace, Trustee, to my beloved wife, Mary, together with all my personal property, for and during the term of her natural life, with remainder over to her two grandchildren John and Fibby Hathaway, share and share alike, the child or children of a deceased child to take among them the shares to which their parents would have been entitled if living, with this simple and only proviso, that one half of the lot (which is a half acre) shall go to the children of my deceased sister Charlotte. This quarter of an acre does not include the part where the house stands."

Richard Johnson, Rebecca Goodwins,
and Mary Richardson,

Plaintiffs,

to

John Holliway, Fibby Holliway Bratton,
Rachel Goodwin, Daniel Johnson,
John Johnson, Elias Johnson and Sanford
Johnson.

Defendants.

Suit in Partition

Judgment Roll # 8827.

Summons and Complaint dated March 23, 1905.

Affidavit and Order of Publication dated March 25, 1905, as to last five named Defendants.

Complaint alleges the Will of Anson Moore, the death of the life Tenant in 1903 and that the Plaintiffs and Defendants are all tenants in Common and Prays for Partition of property.

Acceptance of Service by first two named Defendants.

Affidavit as to Publication-dated July 1, 1905.

Affidavit of Default as to last five named Defendants-dated July 1, 1905.

Order of Reference-dated July 1, 1905.

Answer of last two named Defendants-dated June 19, 1905, joins in prayer of Complaint and asks that all possible interested parties be made parties to the action.

Master's Report-dated July 14, 1905, finds that all interested parties have been made parties to the action, that a survey has been made, and recommends sale of Tract "B".

Decree of Partition-dated July 21, 1905, orders sale of Tract "B".

Report of Master on Sales-dated November 25, 1905, shows Sale of Tract "B" (37/100 of an acre) to McH. McMannus and delivery of deed to him.

Order Confirming Report on Sales-dated December 9, 1905.

Master?

John S. Verner, Master

to

McA. McManus, Trustee

AN 137.

) Master's Deed
) Dated-November 16, 1905.
) Recorded-January 21, 1907.
) Consideration-\$160.00.
) Dower-Unnecessary.
)
)
)

Conveys the eastern 1/2 of original Anson Moore lot
being Tract "B".

Proper as to execution and probate.

We have now traced the chain of title to both tracts into
Mack A. McManus, as Trustee.

Mack Aster McManus) Deed - Trust, General warranty.
) Dated February 7, 1910.
 to) Recorded February 11, 1910.
) Consideration - \$5.00 and love and
 Mildren Marie McManus, Trustee) affection.
) Dower - Grantee wife of grantor.
 AY 568.)

Conveys 2.12 acres including same lot described in deed of John
A. Willis, Trustee to McA. McManus, Trustee, Book AG, page 216.

Proper as to execution. Probate defective.

The two and 12/100 acres also includes the same lot
described in the deed of John S. Verner, Master, to Mack A. McManus,
Trustee, in Deed Book "AN", at page 137.

11.

Mildred Marie McManus, Trustee	)	Deed - Trust, General warranty.
	)	Dated February 7, 1910.
to	)	Recorded February 11, 1910.
	)	Consideration - \$5.00 and love and
Mack Aster McManus, Trustee	)	affection.
	)	Dower - Unnecessary.
AL 195.)	

Conveys 2-1/2 acres including same lot described in deed of Jno.
A. Willis, Trustee, to McA. McManus, Trustee, Book AG, page 216.

Proper as to execution and probate.

The two and 12/100 acres also includes the same lot
described in the deed of John S. Verner, Master, to Mack A. McManus,
Trustee, in Deed Book "AN", at page 137.

Mack Aster McManus

to

Century Building & Loan Association

BG- 202.

) MORTGAGE-

) Dated-September 11, 1909.

) Recorded-September 15, 1909.

) Secures-Bond \$1145.00 payable
3 years from date.

) Dower-Renounced.

) Covers-

2.12 Acres being the same lot described in deed of- Mildred

Marie McManus to Mack Aster McManus, Trustee-Deed Book AL-Page 195.
Proper as to Execution and Probate.

Century Building and Loan
Association,

Plaintiff

-vs-

Mack Astor McManus in his own
right and as Trustee, Mildred
Marie McManus his wife, and their
child, Ora Belle McManus, an in-
fant, Sallie Hilton and her infant
children, Clytie, McAstor, Christine, Davis,
Geo, and Mary, Lomas Marshall an
infant under the age of 21 years, Lottie
Arant and her two infant children Paul
and John Amos, Hattie Harrison and her
infant children Cleo and Reginald,
Samuel B. McManus, Amos A. McManus,
Son of Amos A. McManus, N. W. Brooker,
J. E. Cain. The Southern Philadelphia
Wollen Company and Vernon Brabham.

Defendants.

Suit in Foreclosure

Judgment Roll # 10966.

This action commenced by service of Summons and Complaint,
dated on June 2, 1913, on all defendants, and brought for purpose of
confirming a prior Sale. It developed that on account of the various
trusts involved and the numerous infant defendants who were parties
that the suit continue in usual foreclosure form-

All Defendants either accepted service or were served and
some Defendants (adult) Answered and Joined in prayer of Complaint.

Lis Pendens filed-

Proper Guardians Ad Litem appointed and Answers filed.

Masters Report recommends sale.

Original Bond and Mortgage with dower renounced in Roll.

Decree of Court-Dated January 17, 1914-orders property
sold by Master at public auction.

No Report on Sales.

No Order confirming sale.

A. D. McFadden, Master	)	Deed - Master's.
to	)	Dated April 20, 1914.
	)	Recorded May 26, 1914.
Walter E. McNulty	)	Consideration - \$1850.00.
	)	Dower - Master's Deed.
AP 370.)	

Conveys 2.12 acres including same lot described in deed of
Jno. A. Willis, Trustee, to McA. McManus, Trustee, Book AG, page 216.

Proper as to execution and probate.

The two and 12/100 acres also includes the same lot
described in the deed of John S. Verner, Master, to Mack A. McManus,
Trustee, in Deed Book "AN" at page 137.

Walter E. McNulty)
) Deed - Fee simple, general warranty.
) Dated May 6, 1914.
 to) Recorded May 15, 1914.
) Consideration - \$5.00 and other valuable
 Benjamin F. David and) consideration.
 L. D. Joseph)
) Dower - Renounced.
)
 BJ 528.)

Conveys 2.12 acres including same lot described in deed of Jno.
A. Willis, Trustee, to McA. McManus, Trustee, Book AG, page 216.

Proper as to execution and probate.

The 2.12 acres also includes the same lot described
in the deed of John S. Verner, Master, to Mack A. McManus, Trustee,
in Deed Book "AN", at page 137.

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Lillian D. Joseph)	Deed - Fee simple, Special warranty.
)	Dated January 12, 1915.
to)	Recorded January 14, 1915.
	)	Consideration - \$250.00.
Benjamin F. Davis	)	Dower - Grantor a woman.
BL 226.)	

Conveys all undivided one-half (1/2) right, title and interest in and to 2.12 acres including same lot described in Deed of Jno. A. Willis, Trustee, to McA. McManus, Trustee, Book AG, page 216.

Warranty clause excludes a certain mortgage and holders of certain contracts of sale of lots of East Side property.

Proper as to execution and probate.

The 2.12 acres also includes the same lot described in the deed of John S. Verner, Master, to Mack A. McManus, Trustee, In Deed Book "AN", at page 137.

Benjamin F. David) Deed - Fee simple, general warranty.
) Dated ~~June~~ 14, 1916.
 to) Recorded June 14, 1916.
) Consideration - \$5.00 and other valuable
Levi H. David) consideration.
) Dower - Recites grantor a bachelor.
BO 589.)

Conveys 2.12 acres including same lot described in deed of Jno. A. Willis, Trustee, to McCa. McManus, Trustee, Book AG, page 216.

Proper as to execution and probate.

The 2.12 acres also includes the same lot described in deed of John S. Verner, Master, to Mack A. McManus, Trustee, in Deed Book "AN" at page 137.

MORTGAGES

I find no mortgages of record affecting the title to this property.

LIENS

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

TAXES

On January 2, 1939 this property was sold by Richland County Tax Collector, and bid in by the Forfeited Land Commission for taxes for the years 1929 to 1937 inclusive, in the amount of \$193.17, to this should be added taxes for the year 1938 in the amount of \$16.48. None of these have been paid.

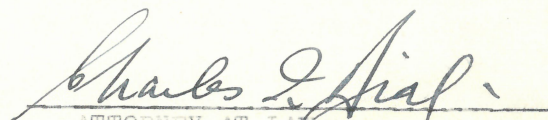
City taxes for the years 1929 to 1938 inclusive, in the amount of \$159.75 are unpaid.

OPINION

I am of opinion that Levi H. David is seized and possessed of a reasonably safe and marketable title to the property described in the caption of this abstract subject however to the lien for taxes hereinabove set out, and to the redemption of the property by the owner from the tax sale made by the Tax Collector for Richland County.

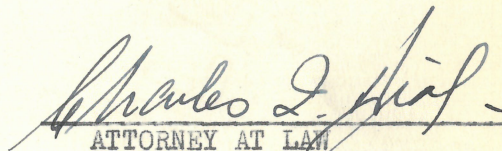
Columbia, S. C.

April 10th, 1939.


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 Levi H. David, 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 210; 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.

September // ^{Tu}, 1939.