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ABSTRACT OF TITLE  
OF  
JOHN E. EDENS  
TO  
Lot No.13, White Section

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James F. Dreher, Atty.,  
Columbia, S.C.

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ABSTRACT OF TITLE

OF

JOHN E. EDENS

TO

A. All that piece, parcel or lot of land with the improvements thereon, situate, lying and being in Waverley, City of Columbia, County of Richland, State of South Carolina, being irregular in shape and being bounded on the North by lot of Thompson, measuring thereon 100 feet; on the East by lot formerly of Daniel Miles, and being the property just below described and measuring thereon 70 feet; on the South by an alleyway and measuring thereon 73 feet, 8 inches, and on the West by an alleyway, now known as Lyon Street, or an extension thereof, and measuring thereon 77 feet. *not*

B. All that piece, parcel or lot of land with the improvements thereon, situate, lying and being in Waverley, City of Columbia, County of Richland, State of South Carolina, measuring on its Northern and Southern sides 70 feet, more or less, and on its Eastern and Western sides 72 feet, more or less; being bounded on the North by lot of Thompson; on the West by property hereinabove described, formerly of Charles Knox; on the South by an alleyway 15 feet in width given by Daniel Miles for the purpose of a public alleyway, and separating this lot from other lands of the said Daniel Miles, and on the West by lot now or formerly of Pogue.

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This Abstract is prepared by James F. Dreher, Attorney, for the Columbia Housing Authority to which the above described property has been offered for purchase.

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Lot No. 13, White Section.

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An abstract of the property of Mandlebirt B. Williams prepared this day by James F. Dreher for Columbia Housing Authority shows title to the property herein abstracted to be vested in Daniel Miles by deed from Malinda Thompson of May 31, 1899, recorded June 21, 1899 in Deed Book "AD", page 118.

I-A. Daniel Miles	)	FSGW deed dated June 4, 1906,
	)	Recorded June 7, 1906,
-to-	)	Deed Book "AO", page 130.
	)	Properly executed, witnessed and
Charles Knox.	)	probated. Dower properly renoun-
	)	ced by Frances J. Miles.
	)	Consideration \$425.00.

Conveys lot described in the caption of this Abstract as Tract A.

I-B. Daniel Miles	)	FSGW deed dated Nov. 9, 1908,
	)	Recorded January 18, 1909.
-to-	)	Deed Book "AT", page 295.
	)	Properly executed, witnessed and
Charles Knox.	)	probated. Dower properly renoun-
	)	ced by Frances J. Miles. Con-
	)	sideration \$375.00.

Conveys the property described in the caption as Tract B.

II. Charles Knox	)	FSGW deed dated July 9, 1936,
	)	Recorded August 13, 1936,
-to-	)	Deed Book "EC", page 188.
	)	Properly executed, witnessed and
John E. Edens.	)	probated. No dower (see note).
	)	\$5.00 and other valuable consider-
	)	ation.

Conveys the property described in the caption of this abstract.



NOTE:1: The deed recites that the Grantor is a widower. This is established by the probate proceedings in re estate of Emma Knox to be found in the records of the Probate Court for Richland County, Box 397, Package 11378. It is there shown that Emma Knox died July 1, 1932.

NOTE 2: The alleyway given as a Southern boundary of this lot came out of the property conveyed to Daniel Miles by Malinda Thompson. It is not included within this lot or the other lots adjacent to the alley and so title thereto would be in Daniel Miles, or his estate, if there had been no dedication of this strip as a public alley. That there was such a dedication is, however, we believe, sufficiently established even without affidavits since the conveyances by Daniel Miles to this and adjoining land refer to the strip as a public alley. It is treated by subsequent grantees as a public alley. Several of the deeds in the chain of title of the lots adjacent to this alley refer to a plat of the property of Daniel Miles on which the property conveyed to him by Malinda Thompson was sub-divided into lots. It is probable that this plat establishes the strip as an alley, although the abstractor has not had access to that plat. The width of the alley is variously given as 10, 15 and 20 feet.

#### MORTGAGES

1. Charles Knox	)	Mortgage dated Feb. 25, 1914,
	)	Recorded
-to-	)	Mortgage Book "CN", page 15.
	)	Properly executed, witnessed and
L. C. Barre and D.W.	)	probated. Dower properly renounced by
Roof.	)	Emma Knox. Secures indebtedness of
	)	\$600.00 payable in 24 monthly install-
	)	ments of \$25.00 each.

Covers the property described in I-B - Tract B  
in the caption of this abstract.

NOTE: The above mortgage is out of date and no longer constitutes a lien against the property herein abstracted. The final maturity date would have been in February, 1916.



2. John E. Edens

-to-

Standard Building & Loan  
Association.

) Mortgage dated Sept. 19, 1936,  
) Recorded Sept. 21, 1936,  
) Mortgage Book "HK", page 47.  
) Properly executed, witnessed and  
) probated. Dower properly renoun-  
) ed by Gladys Edens. Secures  
) indebtedness of \$700.00 payable  
) \$7.00 per month, with interest at  
) 6%.

\$ 515.05 to  
Aug 21, 1939.

Covers the property described in the caption.

OTHER ENCUMBRANCES.

We find no judgments, lis pendens, mechanics liens,  
or other liens on or affecting the title to this property.

TAXES

All taxes, State, County and City, for the past  
ten years including the year 1938, have been regularly  
paid on this property.

OPINION

So far as the records and indices of Richland County  
show, I am of opinion that John E. Edens has a good, fee simple,  
marketable title to the property herein abstracted subject to the  
mortgage of John E. Edens to Standard Building & Loan Association,  
abstracted above.

James F. Dreher  
Attorney at Law.

June 10, 1939.



SUPPLEMENTAL REPORT

The following link has been added to the chain of title included in the original abstract of the property of John E. Edens:

III. John E. Edens

-to-

The Housing Authority of the  
City of Columbia, S.C.

) FSGW deed dated Aug. 21, 1939,  
) Recorded Aug. 22, 1939,  
) Deed Book "EQ", page 162.  
) Properly executed, witnessed  
) and probated. Dower properly  
) renounced by Gladys G. Edens.  
) Consideration \$5.00 and other  
) valuable consideration.

Conveys the property described in the caption.

The mortgage from John E. Edens to Standard Building & Loan Association set out in the original abstract has been properly satisfied of record as of August 22, 1939.

SUPPLEMENTAL OPINION

So far as the records and indices of Richland County show, I am of the opinion that The Housing Authority of the City of Columbia, S.C. has a good, fee simple, marketable title to the premises described in the caption of the original abstract.

James F. Dreher  
Attorney at Law.

October 14 1939.



\$ 700.00-

Name JOHN E. EDENS,

Columbia, S. C., Sept. 19th, 1936

Received of Standard Building and Loan Association, a corporation in South Carolina

---Seven Hundred (\$700.00)-

Dollars

which I promise to pay, with interest at the rate of six per cent. per annum, payable as provided herein, unpaid interest to bear interest at the same rate. As security for this loan I have given a mortgage on real estate of even date herewith.

In consideration whereof I hereby subscribe, subject to and agree to be bound by all the By-Laws, Rules and Regulations of said corporation relating to loans for 7 Loan shares which are hereby assigned as additional security for this loan. Such shares payable in installments of not less than Seven & 00/100 (\$7.00)---

Dollars

per month, on the first day of each month, during the continuance of this loan, these payments together with the dividends as determined and declared by the Board of Directors at the last preceding semi-annual meeting, to be applied semi-annually on first days of January and July as follows:

FIRST: To the payment of interest due on said loan.

SECOND: To the payment, at the option of said Corporation, of such taxes, assessments or insurance as may be in default on the property pledged to secure this obligation.

THIRD: The balance of said amount to the payment to that extent, as a credit of that date on the principal of this loan. Said payments to continue until the net credit remaining on said shares shall equal the amount of said loan and interest.

The undersigned hereby agrees to pay when due all insurance premiums, taxes and assessments on the property, and to keep the same in force in favor of said corporation, failing in which, said corporation may pay the same. Such disbursements to be added to the principal debt and to bear interest at the same rate.

If one monthly installment hereunder becomes due and is unpaid or if the undersigned violates any of the covenants contained herein or in the mortgage securing this note, then at the option of said corporation the whole amount due hereunder shall become due and payable and the mortgage and other security may be enforced for the payment hereof, together with ten per cent attorney's fees if placed in an attorney's hands for collection.

*John E. Edens*



# The State of South Carolina,

## To All Whom These Presents May Concern:

I, John E. Edens, of the City of Columbia, County of Richland,

IN THE STATE AFORESAID, HEREINAFTER SPOKEN OF AS THE MORTGAGOR, SEND GREETING:

Whereas, I the said John E. Edens, have borrowed from STANDARD BUILDING AND LOAN ASSOCIATION, a corporation in the State aforesaid, hereinafter spoken of as the Corporation, the sum of Seven Hundred (\$700.00)- Dollars and in order to secure the payment thereof have this day executed to said Corporation a certain note or obligation the terms of which are as follows:

\$700.00- -- JOHN E. EDENS, -- Columbia, S. C., September 19th, 1936

Received of Standard Building and Loan Association, a corporation in South Carolina

---Seven Hundred (\$700.00)-

Dollars

I promise to pay, with interest at the rate of six per cent. per annum, payable as provided herein, unpaid interest to bear interest at the same rate. As security for this loan I have given a mortgage on real estate of even date herewith.

In consideration whereof I hereby subscribe, subject to and agree to be bound by all the By-Laws, Rules and Regulations of said corporation relating to loans for Seven- shares which are hereby assigned as additional security for this loan. Such shares payable in installments of not less than Seven & 00/100 (\$7.00)-- Dollars per month, on the first day of each month, during the continuance of this loan, these payments, together with the dividends determined and declared by the Board of Directors at the last preceding semi-annual meeting, to be applied semi-annually on the first days of January and July as follows:

FIRST: To the payment of interest due on said loan.

SECOND: To the payment, at the option of said Corporation, of such taxes, assessments or insurance as may be in default on the property to secure this obligation.

THIRD: The balance of said amount to the payment to that extent, as a credit of that date on the principal of this loan. Said payments to continue until the net credit remaining on said shares shall equal the amount of said loan and interest.

The undersigned hereby agrees to pay when due all insurance premiums, taxes, and assessments on the property, and to keep the same in force in favor of said corporation; failing in which, said corporation may pay the same. Such disbursements to be added to the principal debt and to bear interest at the same rate.

If one monthly installment hereunder becomes due and is unpaid or if the undersigned violates any of the covenants contained herein or in the mortgage securing this note, then at the option of said corporation the whole amount due hereunder shall become due and payable and the mortgage and other security may be enforced for the payment hereof, together with ten per cent. attorney's fees if placed in an attorney's hands for collection.

Now Know All Men, That I the said John E. Edens, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said corporation, according to the conditions of the said note; and also in consideration of the further sum of Three Dollars, to the said Mortgagor in hand well and truly paid by the said corporation at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release, unto said Standard Building and Loan Association, its successors and assigns,

All that certain piece, parcel and lot of land, together with the improvements thereon, situate, lying and being in the City of Columbia, in the County of Richland, in the State of South Carolina, irregular in shape, bounded north by lot now or formerly of Thompson and measuring thereon one hundred (100') feet; on the east by lot formerly of Daniel Miles, and being the property just below described and measuring thereon seventy (70') feet; south by alley way and measuring thereon seventy-three (73') feet and eight inches; and on the west by an alley way known as Lyons Street, or an extension thereof, and measuring thereon seventy-seven (77') feet; ALSO,

All that certain piece, parcel and lot of land, together with the improvements thereon, situate, lying and being in the City of Columbia, in the County of Richland, in the State of South Carolina, measuring on its northern and southern sides seventy (70') feet, more or less, and on its eastern and western sides seventy-two (72') feet, more or less, bounded north by lot of Thompson; west by property hereinabove described, formerly of Charles Knox; south by an alley way fifteen feet in width, given by Daniel Miles for the purpose of a public alley way and separating this lot from other lands of the said Daniel Miles, and on the east by lot now or formerly of Poag; and being the same premises heretofore conveyed to me by Charles Knox by deed dated 9th July, 1936, and recorded in Clerk's Office, Richland County, in Deed Book "EC", page 188; this mortgage being the first and only encumbrance upon the said premises,----

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in any wise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said premises unto the said corporation, its successors and assigns, forever. And the said mortgagor does hereby bind himself, his heirs, executors and administrators to warrant and forever defend all and singular the said premises unto the said corporation, its successors and assigns, from and against himself, his heirs, executors, administrators and assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.

AND IT IS AGREED, that said mortgagor, his heirs, executors or administrators, shall and will forthwith insure the buildings on the said land in a company approved by the said corporation and keep the same insured from loss or damage by fire in the sum of

-Seven Hundred-

Dollars,

and assign the policy of insurance to said corporation, its successors or assigns; and in case such mortgagor shall at any time fail so to do then the said corporation, its successors or assigns, may cause the same to be insured for its benefit.

And, it is further agreed, that the said mortgagor his heirs, executors, administrators or assigns, shall promptly pay all taxes and assessments, chargeable against said property.

If the said mortgagor his heirs, executors, administrators or assigns, fail to pay the insurance premiums, taxes and assessments when due, then and in either event the said corporation may pay the same, and charge to the mortgagor's account on the books of the corporation, such disbursements to be added to the principal debt hereby secured and to bear interest at the same rate per cent per annum.

AND IT IS FURTHER AGREED, that the mortgagor his heirs, executors, administrators or assigns, shall not do or suffer any act to be done in, upon or about said premises, or any part thereof, whereby the value of said mortgaged property shall be impaired or weakened as a security for said debt;

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if, the said mortgagor do and shall well and truly pay, or cause to be paid, unto the said corporation, its successors or assigns, the said debt or sum of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of the said note or obligation, and all insurance premiums, taxes and assessments, then this deed of bargain and sale shall cease, determine and be utterly null and



void. But in case of default of payment under any of the conditions of said note or in case the said mortgagor his heirs, executors or administrators, shall neglect or fail to pay the taxes and assessments upon the said property, or shall neglect or fail to insure the house and building on said land, and keep the same insured as aforesaid, then upon the violation of any or all of said covenants and agreements, the whole amount of said debt, at the option of the lawful holder thereof, shall become due and collectible at once, anything hereinbefore or in said obligation contained to the contrary notwithstanding.

And the said mortgagor does, as additional security, hereby assign, set over, and transfer to the said corporation, its successors and assigns, all of the rents, issues and profits of the said mortgaged premises, accruing or falling due from and after the service of a summons in any action of foreclosure to which said corporation, its successors, or assigns, may be parties.

And it is agreed, by and between the parties, that the said mortgagor his heirs, executors or administrators, in the event of a foreclosure of this mortgage by judicial proceedings, or collection by an attorney, shall pay ten per cent. upon the amount due, for attorney's fee, which shall be secured by this mortgage, and shall be included in any judgment of foreclosure recovered.

Witness my Hand and Seal this 19th day of September, in the year of our Lord one thousand nine hundred and thirty-six, 61st year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

*Lewis Weinberg* (Seal)

*Mary Lina Fellers* (Seal)

STATE OF SOUTH CAROLINA,  
County of Richland

Personally appeared before me Mary Lina Fellers and made oath that she saw the within named John E. Edens sign, seal and as his act and deed, deliver the above written mortgage deed; and that she with Lewis Weinberg witnessed the execution thereof.

Sworn before me, this 19th day of September, 1936.

*Lewis Weinberg* (L.S.)  
Notary Public of South Carolina

*Mary Lina Fellers*

SB&LASSEN  
The State of South Carolina

COURT FEE PAID  
2.00  
9/21/36  
TO  
Standard Building & Loan Association  
Mortgage Real Estate

I hereby certify that the within Real Estate Mortgage was filed for record in my office at 10:40 A.M. o'clock on the 21 day of Sept 1936, and was immediately entered upon the proper indexes and duly recorded in Book 47 of Real Estate Mortgages, page 47.

202 Humant  
Clerk of Court of Common Pleas and General Sessions for Richland County, S. C.

COLUMBIA OFFICE SUPPLY CO 9/25/36  
254  
AUG 22 1936  
W. MOBLEY

STATE OF SOUTH CAROLINA,  
County of Richland

I, *Lewis Weinberg*, a Notary Public of South Carolina, do hereby certify unto all whom it may concern, that Mrs. *Gladys H. Edens*, the wife of the within named John E. Edens, did this day appear before me, and, upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without compulsion, dread or fear of any person or persons whomsoever, renounce, release, and forever relinquish unto the within named Standard Building and Loan Association, its successors or assigns, all her interest and estate, and also all her right and claim of dower of, in and to all and singular the premises within mentioned and released.

Given under my hand and seal, this 19th day of September, Anno Domini one thousand nine hundred and thirty-six.

(SEAL) *Lewis Weinberg*  
Notary Public of South Carolina

*Gladys H. Edens*