
ABSTRACT OF TITLE

OF

DOVEY JENNINGS

TO

Lot No.33, White Section

James F. Dreher,
Attorney at Law.

ABSTRACT OF TITLE

OF

DOVEY JENNINGS

TO

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All that certain piece, parcel or lot of land with the improvements thereon, situate, lying and being in the State of South Carolina, County of Richland, City of Columbia, and being known as No. 2509 Washington Street, rear, and being bounded as follows: On the North by an alleyway or street running South from Taylor Street; on the East by lands now or formerly owned by Lizzie Pickens; on the South by lands now or formerly of Bolden, and on the West by lands now or formerly of Bolden. Measuring on its Northern and Southern sides 66 feet, more or less, and on its Eastern and Western sides 120 feet, more or less.

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

Lot No. 35, White Section.

I. William Wallace, Trustee	)	FSGW deed dated Aug. 10, 1870
of John and Rebecca Wal-	)	Recorded Aug. 11, 1870,
lace	)	Deed Book "F", page 97.
	)	Properly executed, witnessed
-to-	)	and probated. No dower neces-
	)	sary. Consideration \$100.00.
Sims Glisson.)	

Conveys all that lot, piece or parcel of land, situate, lying and being in the County and State aforesaid, East of and near the City of Columbia, designated as lot No. 9 on a plat drawn by A. Y. Lee, District Surveyor, for Dr. John Wallace in January, 1870, of twenty-five acres of land lying between the Camden Road on the North and the Garners Ferry Road on the South, West by lands of Mrs. Stark and General Wade Hampton, and East by lands formerly of the estate of Latta and Phillip Schwartz; said lot No. 9 hereby conveyed being a portion of said tract of twenty-five acres and contains one acre, bounded as follows, to-wit: On the North by Lot No. 8 and lands of Mrs. Stark, which separates it from Camden Road; East by lot No. 10 South by a lane which separates it from Lot No. 12, and West by Lot No. 8.

II. Sims Glisson	)	FSGW deed dated Jan. 9, 1871,
	)	Recorded Jan. 11, 1871,
-to-	)	Deed Book "F", page 288.
	)	Properly executed, witnessed and
William Clark.	)	probated. No dower, see note.
	)	Consideration \$50.00.

Conveys all that lot of land situate, lying and being in the County of Richland, State aforesaid, in the City of Columbia, containing one-half acre, being the Eastern half of Lot No. 9 on plat drawn by A.Y.Lee, District Surveyor, for

shall
be
conveyed

Dr. John Wallace, of twenty-five acres of land lying between the Camden Road on the North and the Garners Ferry Road on the South and which lot No. 9 was conveyed to me by Wm. Wallace, Esq., Trustee for John and Rebecca Wallace. The one-half acre hereby conveyed is bounded on the North by Lot No. 5 on said plat and land of General Wade Hampton; West by lot No. 8 on said plat; South by the street which separates it from lot of Carter Johnson and East by remaining one-half of No.9. The said half acre hereby conveyed to have an equal front on the street bounding it on the South as the remaining one-half acre unsold.

NOTE: Although in all probability if the grantor had a wife living in 1871 she would now be dead, affidavits as to his being then unmarried should be procured if possible. Other conveyances by Sims Glisson of about the same time contain no dower either.

III. William Clark	)	FSGW deed dated _____ 1872,
-to-	)	Recorded Jan. 10, 1873,
	)	Deed Book "H", page 404.
Evans Turner.	)	Properly executed, witnessed and
	)	probated. No dower - see note.
	)	Consideration \$25.00.

Conveys all that lot or parcel of land situate lying and being in the City of Columbia, State and County aforesaid, containing one-fourth of an acre and being Northern and Western half of a lot of one-half acre purchased by William Clark from Sims Glisson by deed bearing date the 9th of January, 1871, said lot being bounded on the North by lot No.5 on a plat made by A. Y. Lee, then District Surveyor, for Dr. John Wallace of twenty-five acres of land lying between the Camden Road on the North and the Garners

Ferry Road on the South and the lands of General Wade Hampton, on the West by lot No. 8 on said plat, on the South by lot of McCoy and East by the said William Clark.

NOTE: Although in all probability if the grantor had a wife living in 1872, she would now be dead, affidavits as to his being then unmarried should be procured if possible.

IV. A. Evins Turner) Trust Deed with general warranty,
) Dated June 25, 1904,
 -to-) Recorded Nov. 10, 1904,
) Deed Book "AJ", page 553.
 Maria Johnson, as) Properly executed, witnessed and
 Trustee.) probated. Dower properly renoun-
) ced by Laura Turner. Consider-
) ation \$5.00 and the premises.

Conveys the premises described in III. above. The deed recites the grantor's desire "that my mother, Jane Turner should continue to occupy the premises hereinafter described during her natural life and that certain changes be made in the title of said lot of land.

The habendum clause declares the trust and is as follows: "To have and to hold said lot of land unto the said Maria Johnson, her heirs and assigns forever, in trust, nevertheless, for the use, occupation and enjoyment of said Jane Turner and myself during our natural lives, or the life of the survivor, and upon the death of the survivor of us, to convey the same unto my present wife, Laura Turner, and my children as tenants in common freed and discharged of all trusts and limitations whatsoever. Provided, however, that the said Maria Johnson, as Trustee, or her successors in said trust, is to sell and convey in fee simple or mortgage said lot of land upon the written request of me, the said A. E. Turner and my said wife, or if one be then dead, of the survivor of

*Amy Clark
now dead. See
abstract*

us, the proceeds to be reinvested on the same terms and limitations herein set forth, or extended for the benefit of the trust property."

NOTE: Although the grantor's first name is spelled differently and an initial is added, the deed recites the conveyance to him by William Clark.

V. Laura Turner and William Turner	)	Mortgage dated Sept. 21, 1928,
	)	Recorded Sept. 21, 1928,
	)	Mortgage Book "FT", page 97.
-to-	)	Properly executed, witnesssed
	)	and probated. No dower (see note).
James B. Murphy.	)	Indebtedness, bond of \$125.00
	)	conditioned to be paid in one year.

Covers all the mortgagors' right, title and equity rights in and to the property described in the caption. "Being the identical property inherited by us from A. Evins Turner".

NOTE: Absence of the renunciation of dower by the wife of William Turner can probably be cured by affidavit that William Turner was unmarried at the time.

VI. James B. Murphy)	
)	
-vs-	)	Judgment Roll No. 22958.
)	
William Turner and)	
Moses Johnson.)	

Summons and complaint were filed in the County Court, the complaint containing the usual allegations to foreclose the mortgage abstracted in V. above. It is alleged that the property covered by the mortgage was inherited by Laura Turner and William Turner as the sole heirs-at-law of A. Ervins Turner who owned the property at the time of his death, which occurred some time prior to the execution of the mortgage. That subse-

*The case any
allegations
as to jurisdiction?*

quent to the death of A. Evins Turner, Laura Turner married the defendant Moses Johnson and that no children were born to that marriage. That William Turner is the son of Laura Turner by A. Evins Turner and that subsequent to the execution of the said mortgage Laura Turner died and that William Turner and Moses Johnson are the sole heirs-at-law of Laura Turner, no administration having been taken out on her estate. Both defendants were properly served with process and the lis pendens was filed June 16, 1931. William Turner defaulted, as shown by affidavit of plaintiff's counsel. Moses Johnson signed a verified answer joining the prayer for foreclosure. He alleged that Laura Turner Johnson died April 20, 1931, leaving no will. That he married Laura Turner August _____ 1923 and knows of his own knowledge that Laura Turner Johnson left no living children other than William Turner and no grandchildren, and that he and William Turner are the sole heirs-at-law of Laura Turner Johnson.

Section 8695
Order of Reference was signed by Judge M. S. Whaley July 2, 1931. There is no Master's report in the Roll but the judgment of foreclosure and sale, signed by Judge Whaley July 13, 1931, sets out that the Master had made a report dated July 10, 1931 finding due to plaintiff on the bond and mortgage \$153.02, with attorney's fees of \$25.00. The order of court gave judgment in that amount and ordered the property sold. Judgment was entered July 27, 1923. Master's report on sales and disbursements dated July 26, 1933, shows property sold to George H. Wittkowsky, Attorney, for \$25.00, and assigned the bid to the plaintiff. This report is not confirmed by the Court. It will be noted that in the deed from the Master, abstracted below, there is a recital that Wittkowsky assigned

his bid to Susie Allen rather than to the plaintiff.

VII.	J. C. Townsend, Master,	)	Master's deed in fee simple,
		)	Dated June 12, 1933,
	-to-	)	Recorded June 15, 1933,
		)	Deed Book "DK", page 526.
	Susie Allen.	)	Properly executed, witnessed
		)	and probated. No dower necessary.
		)	Consideration \$25.00.

The deed recites the proceedings just above abstracted and conveys the property described in the caption.

NOTE: In the opinion of the abstractor the foreclosure of the Murphy mortgage and subsequent deed by the Master passed good title to Susie Allen of the property herein abstracted, assuming that the recitals by Laura Turner and William Turner in the mortgage and the facts alleged in the pleadings in the foreclosure as to the inheritance of the property from A. Evins Turner was correct. The pleadings are verified and can probably be taken as establishing the death of A. Evins Turner, leaving as his sole heirs-at-law Laura Turner and William Turner, and the subsequent death of Laura Turner leaving as her sole heirs-at-law William Turner and Moses Johnson. There are on file in the office of Murphy & Cain three affidavits dated September 21, 1928 which further establish these facts. One is by William Turner that he is the only living child of A. Evins Turner by Laura Turner; one is by Laura Turner that she is the widow of A. Evins Turner and the only child is William Turner, the other children having died in childhood without having married. The third is one by Lucinda Singleton to the same effect and that Laura Turner has been in possession of the property for more than thirty years.

There is, however, to be considered the trust deed of A. Evins Turner to ~~xxxxx~~ Maria Johnson abstracted as IV. above. In the opinion of the abstractor after the death of A. Evins Turner, the Statute of Uses passed the bare legal title, which was all that Maria Johnson had under the deed, to the wife and child of A. Evins Turner, assuming that A. Evins Turner's mother, Jane Turner, the other equitable life tenant, was then dead, as she must have been in the light of the pleadings in the foreclosure suit and of the affidavits referred to. It is true that the property is still on the tax books in the name of Maria Johnson, and a quit-claim deed from Maria Johnson should be taken if possible. Maria Johnson, as Trustee

did execute two mortgages covering this property, one to Richland Savings Bank & Trust Company on August 3, 1911, recorded in Mortgage Book "BQ", page 229; and one to A. E. Turner on December 11, 1911, recorded in Mortgage Book "BT", page 223. Both of these mortgages were properly satisfied as was also a mortgage by A. E. Turner to John T. Seibels, dated Jan. 7, 1918, recorded in Mortgage Book "DB", page 100, of all the mortgagor's interest under the conveyance to Maria Johnson, Trustee.

VIII. Susie Allen	)	FSGW deed dated July 1, 1936,
	)	Recorded July 1, 1936,
-to-	)	Deed Book "EA", page 597.
	)	Properly executed, witnessed and
Dovey Jennings.	)	probated. No dower necessary.
	)	Consideration \$250.00.

Conveys the property described in the caption.

NOTE: Title to the property herein abstracted is subject to the discrepancy between the description contained in the conveyance of William Clark to Evins Turner and the descriptions in subsequent links. The description of the lot in the conveyance of Clark to Turner, the same description being used in the conveyance of Turner to Maria Johnson, Trustee, in 1904, would indicate that the lot conveyed was the Western half of the Eastern half of lot No. 9 conveyed by Sims Glisson to William Clark and that it ran the whole depth of lot No. 9 to what is now an extension of Washington Street. An inspection of the property demonstrates, however, that the Eastern half of Lot No. 9 on the old John Wallace plat, instead of being sub-divided by a line North and South, is subdivided by a line East and West. There are two houses on the lot, one behind the other; both are squarely across the middle of the larger lot and the properties are certainly now treated as lying North and South of each other. The descriptions in the chain of title of the property herein abstracted subsequent to the mortgage to Jas. B. Murphy describe the lot as being to the North of the other lot and not touching the extension of Washington Street, although even these descriptions are at best inaccurate.

It is impossible for the abstractor to state whether it was always the purpose of the owners of the two halves of the Western half of old lot No. 9 to divide it by an East and West line rather than a North and South Line, or whether this division came about in some informal manner after Evins Turner took his deed from William Clark. In support of the former theory it might be noted that the deed from Clark to Turner spoke of the lot conveyed as being the "Northern and western half of lot of one-half acre".

It is certain, as already noted, that the lots as now occupied are North and South of each other and have obviously been so occupied for a great number of years.

MORTGAGES

1. Susie F. Allen	)	Mortgage dated	1933,
	)	Recorded July 5, 1933,	
-to-	)	Mortgage Book "GR", page 166.	
	)	Properly executed, witnessed and	
James B. Murphy.	)	probated. No dower necessary.	
	)	Secures notex of \$75.00 due in three	
	)	months, interest 8%.	

Covers the property described in the caption.

OTHER ENCUMBRANCES

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

TAXES

The property herein abstracted is subject to the lien of State and County taxes in the amount of \$19.40 and to the lien of City taxes in the amount of \$36.60, as shown by statements attached hereto.

OPINION

In so far as the records and indices of Richland County show, we are of opinion that Dovey Jennings has a good, fee simple, marketable title to the premises herein abstracted, subject to the mortgage from Susie F. Allen to Jas. B. Murphy and to the lien of the taxes set out above, considering that the property is the lot shown on the plat prepared for the Columbia Housing Authority. The

description in the last deed and the description in the caption of this abstract, as pointed out in the note above, are incorrect.

James F. Maher
Attorney at Law,

June 20 1939.

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SUPPLEMENTAL REPORT

The following link has been added to the chain of title included in the original abstract of title of the property of Dovey Jennings:

IX. Dovey Jennings

-to-

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

) FSGW deed dated Aug. 30, 1939
) Recorded Aug. 30, 1939,
) Deed Book EQ, page 208,
) Properly executed, witnessed
) and probated. Dower properly
) renounced by Della Jennings.
) Consideration \$5.00 and other
) valuable consideration.

Conveys the property described in the caption.

ENCUMBRANCES

The mortgage of Susie F. Allen to Jas. B. Murphy reported as an encumbrance in the original abstract has been duly satisfied of record. The taxes, State, County and City, reported in the original abstract as unpaid, have been marked paid of record.

SUPPLEMENTAL OPINION

As far as the records and indices of Richland County show, I am of 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.

James F. Disher
Attorney at Law.

September 1, 1939.