

ABSTRACT OF TITLE

OF

SARAH BRENNAN

TO

LOT NUMBER 42 44

WHITE PROJECT

PREPARED BY

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

ABSTRACT OF TITLE

OF

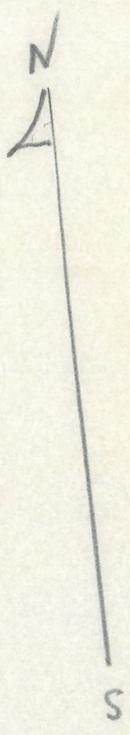
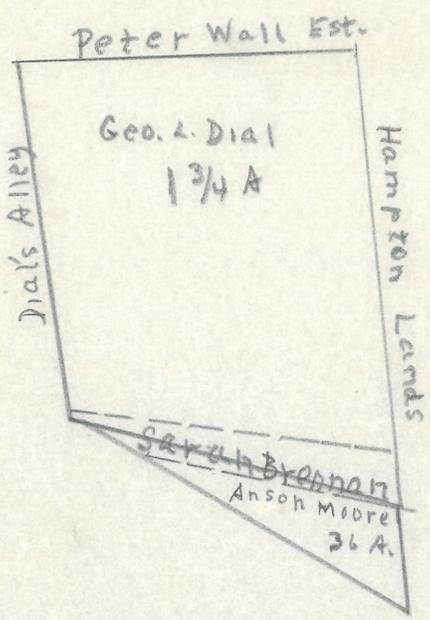
SARAH BRENNAN

TO

All that certain peice, parcel, or lot of land, situate, lying and being in Eastside Place, a suburb of the City of Columbia, in the County of Richland, State of South Carolina, being shown and designated as lot No. 23, on a plat of the said Eastside Place made by E. N. Chisolm, Engineer, of date April 15, 1913, said plat being recorded in the Office of the Clerk of Court for Richland County, in Plat Book "C", at page 143, and being bounded as follows: On the North by an alley whereon it runs one hundred and ninety-three feet and six inches (193'6"); on the East by an alleyway whereon it fronts and runs fifty (50') feet; on the South by lot No. 24 as appears on said plat whereon it runs one hundred and seventy-three feet six inches (173'6"), and on the west by an alleyway whereon it runs fifty-four feet and four inches (54'4").

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

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



122

John C. B. Smith) DEED-Fee Simple, general warranty.
) Dated-April 17, 1874.
 to) Recorded-April 25, 1874.
) Consideration-\$600.00.
 George 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 afore-
 said, containing seven acres and sixteenths of an acre, more or
 less, bounded as follows: that is to say: on the North by
 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.

4

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.

Provided 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.

6

John A. Willis, Trustee	)	Deed-Trust.
	)	Dated-February 26, 1903.
to	)	Recorded-February 26, 1903.
	)	Consideration-\$700.00.
McA. McManus, Trustee	)	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. C. 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.

9

Will of) BOX 93, Package 2306.
Anson Moore) Judge of Probate Office.
) 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 Hathway, 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,	)	Suit in Partition
	)	Judgment Roll # 8827.
to)	
)	
John Holliway, Fibby Holliway Bratton, Rachel Goodwin, Daniel Johnson, John Johnson, Elias Johnson and Sanford Johnson.)	
)	
Defendants.)	
)	

Summons and Complaint dated March 25, 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 ~~xxxxxx~~ 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.

John S. Verner, Master) Master's Deed.
) Dated-November 16, 1905.
to) Recorded-January 21, 1907.
) Consideration: \$160.00.
McA. McMannus, Trustee) Dower-Unnecessary.
)
AN-137.)

Conveys the eastern one-half (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.

see page 14

Sister?

Mack Aster McManus	)	DEED-Trust, General Warrant.
to	)	Dated-February 7, 1910.
Mildred Marie McManus, Trustee	)	Recorded-February 11, 1910.
AY-568.	)	Consideration: \$5.00 and love and affection.
	)	Dower-Grantee wife of Grantor.
)	
)	

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.

terms of trust

Mildred Marie McManus, Trustee
 to
 Mack Aster McMannus, Trustee
 AL-195.

) DEED-Trust, General Warranty.
) Dated- February 7, 1910.
) Recorded-February 11, 1910.
) Consideration: \$5.00 and love
) and affection.
) Dower unnecessary.
)
)

Conveys-2-~~12~~¹²⁸ 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.

terms of trust?

Mack Aster McManus

to

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

original entry -

Century Building and Loan

Plaintiff,

-vs-

Mack Astor McManus in his own right and as Trustee, Mildred Marie McManus his wife, and their child, Ora Belle McManus, and infant, Sallie Hilton and her infant children, Clytie, McAstor, Christine, Davis, Reo, and Mary, Lomas Marshall an infant under the age of 21 years, Lottie Grant and her two infant children Paul and John Amos, Hattie Harrison and her infant children Cleo and Reginald, Samuel B. McMannus, Amos A. McManus, Son of Amos A. McManus, N. W. Brooker, J. E. Cain. The Southern Philadelphia Woolen 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 Guardian-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 Beed.
AP-370.)	
)	

Conveys 2.12 acres including same lot described in deed of Jno. A. Willis, Trustee, to McA. McManus, Trustee, Book "AG", at 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.
Benjamin F. David and	)	Consideration: \$5.00 and other
W. D. Joseph,	)	valuable consideration.
	)	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.

Benjamin F. David
and
Lillian D. Joseph

to

Letty David

BJ-554.

) Deed-Fee Simple, General Warranty,
) Dated-June 9, 1914.
) Recorded-June 10, 1914.
) Consideration: \$5.00 and other valuable
) consideration.
) Dower-recites ~~xxxx~~ that Benjamin
) F. David was a bachelor.
)
) Conveys-

All that certain piece, parcel, or lot of land, situate, lying, and being in Eastside Place, a suburb of the City of Columbia, in the County of Richland, State of South Carolina, being shown and designated as lot No. 23, on a plat of the said Eastside Place made by En. N. Chisolm, Engineer, of date April 15, 1913, said plat being recorded in the Office of the Clerk of Court for Richland County, in Plat Book "C", at page 143, and being bounded as follows: On the North by an alley whereon it runs one hundred and ninety-three feet and six inches (193'6"); on the East by an alleyway whereon it fronts and runs fifty (50') feet; on the South by lot No. 24 as appears on said plat whereon it runs one hundred and seventy-three feet and six inches (173'6"), and on the West by an alleyway whereon it runs fifty-four feet and four inches (54'4"). Said Eastside Place being the tract of land conveyed to these grantors by Walter E. McNulty by deed of conveyance dated May 6, 1914, and lodged for record in the Office of the Clerk of Court for Richland County.

Proper as to Execution and Probate.

Estate of)
) Judge of Probate's Office
)
 Letty David)
) Box 247-Package 8603.
)

Will of Letty David, dated August 25, 1918 and admitted to Probate in Common Form on June 10, 1920, after making a few small bequests, leaves all residue of property to Levi H. David in trust, with full power to him to sell, etc, as he deems fit.

Petition to prove Will-shows death of Letty David on May 14, 1920, owning "2. lot with small dwelling thereon at Eastside Place, a suburb of the City of Columbia, S. C." Letters Testamentary issued to Levi H. David on June 10, 1920.

There is a voluminous mass of testimony and pleadings, in the Roll in which Aaron David, one of the sons of Letty David, contests the admission of the Will to Probate in Due Form of Law, but the Decree of the Probate Judge, filed on April 8, 1921, admits the Will to probate in Due form of Law, On April 18, 1921 the Attorneys for Aaron David served notice and grounds of appeal but the appeal seems to have been abandoned.

Second and Final return of Executor shows \$14,701.95 distributed to legatees under residuary clause of Will.

Petition for Final Discharge-Dated and Filed March 27, 1922.

Letters Dismissory granted on May 9, 1922.

Esther Kelly (formerly Esther Johnson)

to

Sarah Brennen

DZ 7

) DEED-Fee Simple, General Warranty.
) Dated- June 10, 1935.
) Recorded- June, 13, 1935
) Consideration: \$50.00 and
) assumption of mortgage.
) Dower-Grantor a woman.
) Conveys-
)
)
)
)

All right title and interest, being an undivided one-half (1/2) interest,

Same lot described in deed of Benjamin F. David, et al, to Letty David-Deed Book "BJ" at page 554.

Proper as to Execution and Probate.

Sarah Brennan	)	MORTGAGE-
	)	Dated-December 9, 1935.
to	)	Recorded-December 9, 1935.
	)	Secures-Bond \$415.00 payable \$10.00 per month.
W. M. Shand	)	Dower-Mortgagor a woman.
	(	Conveys-
HC 116)	
)	

Same lot described in deed of W. E. McNulty to Esther
Johnson and Sarah Brennan, Deed Book "CB", at page 559.
Proper as to Execution and Probate.

MORTGAGES

I find no mortgages of record affecting the title of this property except the mortgage set out in the body of this abstract.

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 1936 inclusive, are marked paid of record. Taxes for the years 1937 to 1938 inclusive, totaling \$27.27 are unpaid.

City Taxes for the years 1929 to 1936 inclusive, are marked paid of record. Taxes for the years 1937 to 1938 ^{inclusive,} totaling \$23.29 are unpaid.

OPINION

I am of opinion that Sarah Brennan 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 of the mortgage set out in the body of this abstract and to the lien of unpaid taxes set out in the body of this abstract.

Columbia, S. C.

April 10th, 1939.


ATTORNEY AT LAW

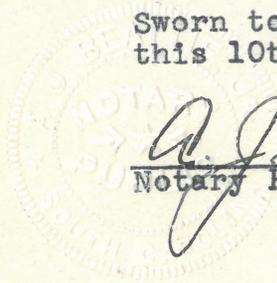
STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND) AFFIDAVIT

Personally appeared before me W.M. Shand Jr., who being duly sworn, deposes and says that he knows Esther Kelly who was formerly Esther Johnson, and that Esther Kelly and Esther Johnson are one and the same person.

Sworn to and subscribed before me
this 10th. day of August, 1939.

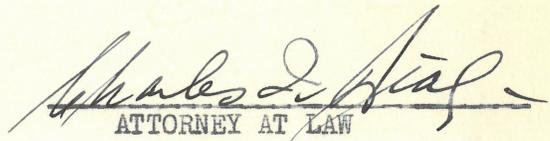
W.M. Shand Jr.

A.J. Beattie Jr. L.S.
Notary Public in and for S.C.



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 Sarah Brennan 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 254 ; 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 20, 1939.