

ABSTRACT OF TITLE

OF

CLARENCE RICHARDS

TO

LOT NUMBER 446

WHITE PROJECT

PREPARED BY

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

ABSTRACT OF THE TITLE

Lot Number 47
White Project

OF

CLARENCE RICHARDS

TO

1: All that lot or parcel of land, situate, lying and being in the County of Richland, State of South Carolina, known and designated as lot No. 1 on a certain plat of Hampton Place, made by T. Keith Legare, C. E.; dated May 31, 1911, and recorded in Office of Clerk of Court for Richland County, in Plat Book "C" at page 35, also-

2: All that piece, parcel or lot of land, situate, lying and being in County of Richland, State of South Carolina, known and designated as lot No. 2 on a certain plat of Hampton Place, made by T. Keith Legare, C. E.; dated May 31, 1911, and recorded in Office of Clerk of Court for Richland County, in Plat Book "C", at page 35, also

3: All that piece, parcel or lot of land, situate, lying, and being in County of Richland, State of South Carolina, known and designated as lot No. 3 on a certain plat of Hampton Place made by T. Keith Legare, C. E., dated May 31, 1911 and recorded in Office of Clerk of Court for Richland County, in Plat Book "C", at page 35.

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.

The lots above described are 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. The three deeds next below set out fixed the ownership of this tract in him.

I.

Wm. Reynolds.	)	DEED,
	)	Dated July 9, 1870.
To	)	Recorded Clerk's Office
	)	Richland County, S. C.
Wade Hampton.	)	Book "F" page 53, on
	)	July 9, 1870.

Consideration: \$2500.00.

Conveys: Eight (8) acres, more or less, near the eastern limits of the City of Columbia, bounded North by the Camden Road; East by lands of Wade Hampton; and South by lands of Wade Hampton; and West by lands formerly owned by Wm. Reynolds, Wm. Goodwyn and Mrs. Caroline Stark.

Fee simple, full warranty. Regular in execution and proof, except that the officer taking the probate did not attach his seal. He being the Clerk of Court this is immaterial at this time. Dower duly renounced.

II.

George L. Dial,	)	DEED,
	)	Dated June 2, 1884,
To	)	Recorded Clerk's Office,
	)	Richland County, S. C.
Wade Hampton.	)	Book "Q", page 132, on
	)	June 3, 1884.
)	

Consideration: \$200.00

Conveys: Lot east of Columbia bounded North by the Camden Road and running thereon 104'4"; East and South by lands of Wade Hampton and West by lands of George Dial; and "being the lot now under fence enclosing premises on which the residence of Wade Hampton stands."

Fee simple deed, full warranty. Regular in execution and proof. Dower duly renounced.

III.

S. W. Ferguson,	)	DEED,
	)	Dated May 20, 1890,
To-	)	Recorded in Clerk's Office,
	)	Richland County, S. C.
Wade Hampton.	)	Book "U", page 351,
	)	July 1, 1890.
)	
)	

Consideration: \$100.00

Conveys: 108 acres as described in the following recitations:

This deed recites as follows:

"WHEREAS, S. W. Ferguson of Greenville, in the County of Washington, State of Mississippi, was ^{the} duly appointed assignee of Wade Hampton, Bankrupt, by the U. S. District Court for the Southern District of Mississippi; and,

"WHEREAS, the said S. W. Ferguson, assignee, under and by virtue of an order of said Court of date July 13, 1870, did on the 1st day of September, 1870, after due and legal advertisement, sell at public outcry for cash, all that parcel or tract of land east of the City of Columbia, County of Richland, lying on the public highway known as the Camden Road which bounds said tract on the North, on which tract containing 108 acres, more or less, the said Wade Hampton resided, and at said sale Wade Hampton purchased the said land for the sum of \$100.00, he being at that price the last and highest bidder; and,

"WHEREAS, by accident or omission no order confirming said sale was ever made and no deed delivered to said purchaser who complied with his bid and took possession and has ever since occupied and held said land; and,

"WHEREAS, on the 14th day of May, 1890, the Hon, R. A. Hill, Judge of the United States District Court for the Southern District of Mississippi, did order and decree upon the above facts, 'That said sale is hereby confirmed and that said S. W. Ferguson do execute and deliver to said Wade Hampton a deed as of the date aforesaid to said land'.

Fee simple deed, no warranty. Regular in execution and proof.

As to the matter of Wade Hampton, Bankrupt, the following is found of record:

IV.

Geo. C. McKee, Referee	)	DEED,
in Bankruptcy,	)	Dated April 19, 1869,
	)	Recorded Clerk's Office,
To	)	Richland County, S. C.
	)	Book "E", page 40, on
S. A. Ferguson.	)	July 16, 1869.

This instrument recites that S. W. Ferguson duly appointed by the Court assignee of the bankrupt estate of Wade Hampton and conveys to him all estate, real and person, of Wade Hampton, of which he was possessed December 29, 1869.

NOTE. No specific property is mentioned in this instrument but the fact of its recordation in Richland County would affect the land under discussion and be a foundation for the deed next hereinabove set forth.

V.

In re:

Estate of Wade Hampton,	)	Probate Court,
	)	Roll #4633,
Deceased.	)	Will dated Dec. 5, 1891,
	)	1st Codicil dated May
	)	22, 1896,
	)	2nd Codicil dated Feb. 13, 1902.

Will admitted to probate in common form April 16, 1902, recorded in Will Book "C", page 161.

Geo. McDuffie Hampton and Jno. C. Haskell by the Will named as Executors. By 1st Codicil, Alfred Hampton added as Executor, and by second Codicil B. W. Taylor and C. Fitz Simons were appointed additional Executors.

In Codicil No. 1, Testator recites: "I authorize my Executors at any time they think best to sell any part of said property". This is said in reference to his home place on the Camden Road east of Columbia,

Geo. McDuffie Hampton, Jno. C. Haskell, D. W. Taylor and C. FitzSimons qualified as Executors and Letters issued to them April 22, 1902. Final return made and Letters Dismissory issued to them July 24, 1903.

The executors filed in the record a description of the real property of which their testator died seized and possessed and the 108 acre tract situate on the South side of the Camden Road is recited.

VI.

G. McDuffie Hampton,	)	DEED,
Jno. C. Haskell,	)	Dated May 1, 1903,
B. W. Taylor,	)	Recorded May 6, 1903,
G. FitzSimons,	)	Book "AH", page 394,
To Executors,	)	May 6, 1903.
Eloise U. Hampton.)	

Consideration: \$5,000.00

Conveys: Tract of land situate on the south side of the Camden Road beginning at the northwest corner of the tract sold by the Executors of Wade Hampton to B. L. Abney, near a post oak, thence running westwardly with said Camden Road S. 79 degrees 45 minutes W. 8.27 chains, thence to the northwest corner of the Wade Hampton Home Place 26.24 chains to the southwest corner of said place on the Singleton Road, and thence with said Singleton Road 9.78 chains to a rock at the southwest corner of said tract sold to said Abney by said Executors, thence along said Abney's line to the beginning corner and more particularly shown by a plat made by G. McDuffie Hampton April 20, 1903.

Fee simple, special warranty. Regular in execution and proof.

VII.

Eloise U. Hampton,	)	DEED,
To	)	Dated March 22, 1908,
Geo. McDuffie Hampton.	)	Recorded Clerk's Office,
	)	Richland County, S. C.
	)	Book "AK", page 576,
	)	April 16, 1908.

AK 2 AR 7

Consideration: \$1.00.

Conveys: Property as above described in the foregoing deed.

Fee simple, full warranty, regular in execution and proof.

VIII.

Geo. McDuffie Hampton,	)	DEED,
	)	Dated March 4, 1911,
To	)	Recorded Clerk's Office,
	)	Richland County, S. C.
G. P. Logan.	)	Book "AY" page 301, on
	)	May 5, 1911.

Consideration: \$21,000.00.

Conveys: 23 acres, more or less on the southern side of the Camden Road. This property is described with the same metes and bounds as is found in the deed of G. McDuffie Hampton, et al, as Executors to Eloise U. Hampton, Book "AR", page 394; being the same property conveyed by Eloise U. Hampton to Geo. McDuffie Hampton by deed recorded in Book "AR", page 576.

Fee simple, full warranty. Regular in execution and proof.
Dower duly renounced.

IX.

G. P. Logan,	)	DEED:
To	)	Dated May 20, 1911.
	)	Recorded Clerk's Office,
Columbia Real Estate and	)	Richland County, S. C.
Insurance Agency.	)	Book "AY" page 452, on
	)	May 27, 1911.

Consideration: \$50.00 and other valuable consideration and assumption of certain mortgage indebtedness.

Conveys: 23 acres as above described.

Fee simple, special warranty. Regular in execution and proof.
No dower.

Note 1: We know of our own knowledge that G. P. Logan was a bachelor.

Note 2: Columbia Real Estate and Insurance Agency is a corporation duly organized and existing under and by virtue of the laws of the State of South Carolina, and under their charter they had power to buy and sell real estate.

X.

Columbia Real Estate and	)	DEED,
Insurance Agency,	)	Dated June 19, 1911,
	)	Recorded Clerk's Office
TO	)	Richland County, S. C.
	)	Book "AU" page 357,
Hampton Jacobs.	)	June 21, 1911.
)	

Consideration: \$5535.00 paid.

Conveys: Inter-Alia, Lots 1, 2, and 3 described in the caption hereof.

Fee simple, full warranty. Regular in execution and proof.

NOTE: The above deed is made subject to the following condition and restriction: That the property herein described is not to be sold, rented or otherwise disposed of to persons of African descent. In the event of the violation of this restriction by the grantee, his heirs or assigns, the title to said property shall revert to grantor, except as against lien creditors.

XI.

Hampton Jacobs,	)	DEED,
	)	Dated January 17, 1914,
To	)	Recorded Clerk's Office,
	)	Richland County, S. C.
Columbia Real Estate	)	Book "BH" page 572, on
and Insurance Agency.	)	January 23, 1914.
)	

Consideration: \$5.00 and other valuable consideration.

Conveys: Inter Alia, Lots 1, 2 and 3 described in the caption hereof.

Fee simple, full warranty. Regular in execution and proof, except affiant did not sign probate. As it is recited that he did sign by the Notary Public, this is immaterial. Dower of wife of grantor duly renounced.

XII.

John H. Bolin, Jr., Trustee
of the Estate of Columbia
Real Estate and Insurance
Agency Bankrupt,

To

Laura O, Jacobs.

) DEED,
) Dated May 11, 1925,
) Recorded Clerk's Office,
) Richland County, S. C.
) Book "CN" Page 490, on
) May 23, 1925.
)
)
)
)

Consideration: \$930.00 paid.

Conveys: All my right, title and interest, and all the right, title and interest of Columbia Real Estate and Insurance Agency in and to all of Lots 1, 2, and 3 described in the caption hereof.

Fee simple, no warranty. Regular in execution and proof.

NOTE: This deed recites the adjudication of the bankruptcy of Columbia Real Estate and Insurance Agency on the 9th day of October, 1915; its indebtedness to Hampton Jacobs secured by mortgages on the above lots; the appointment of John H. Bolin, Jr. Trustee to close up the Estate and petition for relief of the said Hampton Jacobs and Order of Sale for the above lots to pay the said indebtedness to the said Jacobs: Further recites the fact that no sale was had under the order and the status of the estate remaining in statu quo until March 20, 1925. Further recites the assignment by Hampton Jacobs of all his interest to A. L. Jacobs; the Petition of A. L. Jacobs for the foreclosure of the above mortgages; Order of Sale by Trustee; and further in pursuance to said order and after due advertisement sold said premises at public auction on May 4, 1925 to grantee for \$930.00, she being the highest bidder therefor.

XIII.

E. H. Smith, W. A. Douglas,
Bertha Kirby, J. C. Beckham,
et al.,

-vs-

John H. Bollin, as Trustee
of Columbia Real Estate
and Insurance Agency, Bankrupt.)

) COURT OF COMMON PLEAS

) Decree of Hon. W. H. Townsend
) dated November 22, 1921,
) recorded Common Pleas Journal
) Book "S", 254.
)
)
)
)

Recites the service of the summons and complaint on the defendant on October 11, 1921, as appears by his acceptance of service endorsed on the back of the original summons and complaint; filing of the said

Summons and Complaint in the office of the Clerk of Court on October 11, 1921; that default was made by the said defendant as appears by the affidavit of Jno. J. Earle, Esq., Attorney for Plaintiffs. Referred to the Master by his own order dated November 14, 1921. Master's Report dated November 15, 1921. Confirms the said order of reference in all respects and further recites that on the 26th day of May, 1911, the Columbia Real Estate and Insurance Agency was seized in fee of a larger tract of land embracing the lots under examination; that the property was divided into 94 lots and sold by the Columbia Real Estate and Insurance Agency to various parties; that each deed contained the reservation and restriction that the property was not to be sold to, or otherwise disposed of to persons of African descent and in event thereof to revert to the grantor except as to lien creditors; that a majority of the lots were mortgaged and later sold by the Master under foreclosure and were released and relieved from the reservation. Being relieved of the reservation and restriction, were thereafter sold to persons of African descent and a large part of said lots are now owned by persons of this character; that the plaintiffs and others own certain of the lots in a section which has become undesirable as a white neighborhood and they cannot sell said lots to persons of African descent on account of the aforementioned reservation; that the conditions and surroundings have materially changed since the reservations were placed in the original deeds; that the condition concerns the rights of no other persons or any other property, and the Columbia Real Estate and Insurance Agency is bankrupt; and further that all parties having a possible interest in the subject matter are before the Court.

The Decree then orders and adjudges that the lots owned by the plaintiffs and any and all other lots which may be owned by persons of Caucasian descent by and they are hereby forever relieved and discharged from the conditions and reservations as aforesaid; and that the said persons owning said lots of land may sell same as if there were no conditions or reservations in his or her respective deed, and further that the conditions and reservations shall no longer constitute a covenant between the parties nor shall the same act as a covenant condition or restriction running with the land.

XIV.

Laura O. Jacobs,	)	DEED
	)	Dated July 13, 1925,
To	)	Recorded Clerk's Office,
	)	Richland County, S. C.
City and Suburbs Company.)	)	Book "CR" page 477 on
	)	August 24, 1925.

Consideration: \$5.00 and other valuable consideration.

Conveys: Inter Alia, Lots 1, 2 and 3 described in the caption hereof.

Fee simple, full warranty. Regular in execution and proof.

XV.

City and Suburbs Company,	)	MORTGAGE,
	)	Dated July 13, 1925,
To	)	Recorded Clerk's Office,
	)	Richland County, S. C.
Laura O. Jacobs.	)	Book "EZ" page 40, on
	)	___ day of July, 1925.

Secures bond in the full and just sum of \$2473.48 payable two years after date with interest at the rate of 7% per annum.

Mortgages: Inter Alia, the lots under examination.

Regular in execution and proof.

The following Mechanic's Liens are of record against City and Suburbs Company. The names of the creditors, the dates filed, amounts and places of record are as follows:

J. A. Faust, October 20, 1925, \$90.19- B-141; Sou. Steel & Cement Co., Oct. 20, 1925, \$405.20- B-141; D. W. Roof Lumber Company, November 20, 1925, \$713.28-B-144.

NOTE: There were other Mechanic's liens filed against this property under the name of W. D. Holland, ~~who~~ it appears had an unrecorded contract to buy the lots under discussion. It appears that he attempted to develop this property and certain liens were attached against him as will be hereinafter shown. There was no compliance of this contract to buy and in an action in the County Court for Richland County, South Carolina, it was adjudged that all creditors furnishing materials to the said W. D. Holland had no interest or lien against the said property; he having no interest therein himself.

XVI.

City and Suburbs Company,	)	DEED
	)	Dated March 27, 1926,
To	)	Recorded Clerk's Office,
	)	Richland County, S. C.
Clarence Richards.	)	March 29, 1926.
	)	Book "CL" page 441

Consideration: \$5.00 and other valuable consideration.

Conveys: Lots 1, 2 and 3 described in the caption hereof.

Note: This deed recites the indebtedness of City and Suburbs Company to Laura O. Jacobs and grantee assumes \$1500.00 of the amount thereof.

Fee simple, full warranty, except as to any claims growing out of ~~the~~ dealings with W. D. Holland. Regular in execution and proof.

XVII.

Clarence Richards,	)	MORTGAGE,
	)	Dated March 27, 1926,
To	)	Recorded Clerk's Office,
	)	Richland County, S. C.
City and Suburbs Company,	)	Book "FB" page 269,
	)	March 27, 1926.
)	

Secures bond in the full sum of \$700.00 payable six months after date at the rate of 8% per annum.

Mortgages: Lots described in the caption.

Regular in execution and proof.

Note: This mortgage is assigned to A. B. Josey, assignment recorded in Mortgage Book "FB" page 269, on April 30, 1926.

XVIII.

Laura O. Jacobs,)	
)	
VS	)	ROLL 18955
)	
City and Suburbs Co.,	)	COURT OF COMMON PLEAS.
Clarence Richards,)	
W. D. Holland,)	
D. P. Tate, Joe Faust,)	
Richland Lumber Company,)	
Sou. Steel and Cement Co.,)	
D. W. Roof Lumber Company,)	
Joseph Safran, and The Nat-)	
ional Loan and Exchange Bank.)	

Summons dated April 14, 1926.

Complaint and Lis Pendens filed April 15, 1926.

This is an action by the plaintiff to foreclose a mortgage executed and delivered to her by the City and Suburbs Company in the sum

of \$2473.48 on the 13th day of July, 1925, due two years after date, together with interest thereon at the rate of 7% per annum. Said mortgage being recorded in Book "EZ" page 40, on August 24, 1925.

The Complaint alleges that default had been made in the payment thereof, prayed for foreclosure and sale: alleges that the other defendants have or claim to have some interest in the premises.

All of the defendant accepted personal service of the summons and complaint except the defendant Southern Steel and Cement Company, in which Hunter A. Gibbes, Attorneys for F. S. Porter, Trustee thereof, accepted service.

The Defendants D. P. Tate, D. W. Roof and Lumber Company, Richland Lumber Company, F. S. Porter, Trustee for Sou. Steel and Cement Company answered setting up mechanic's lien obtained against the premises for materials furnished and labor done at the instance of W. D. Holland.

Clarence Richards answered alleging ownership in fee subject to the Plaintiff's mortgage and the mortgage executed by himself to City and Suburbs Company now held by A. B. Josey. This defendant further alleges fraud on the part of other defendants and asks for \$3,000.00 damages.

A. B. Josey, by his attorney, petitioned the Court to be made a party defendant alleging ownership in the mortgage aforesaid executed by Clarence Richards to City and Suburbs Company. Petition allowed and this defendant answered setting up the above mortgage and prays for judgment against Clarence Richards and City and Suburbs Company.

The National Loan and Exchange Bank answered setting up mortgage held by it covering the property in which we are not concerned.

W. D. Holland answered setting up contract entered into with him by City and Suburbs Company to sell the lots under discussion.

Joe Faust answered setting up mechanic's lien dated October 10, 1925, recorded Mechanic's Lien Book "B", 140.

Order of Reference dated June 21, 1926 consented to by Attorneys of record.

Master's report filed in which the allegations of the complaint were found to be true and the lien of Plaintiff is declared to be a first lien on the premises and further finds that the mortgage held by A. B. Josey constitutes a second lien on the premises.

The Master further finds that the Mechanic's Liens hereinafter mentioned were against the interest of W. D. Holland and that the Court had heretofore adjudged that he had no interest in the premises and therefore these claims did not constitute a lien on the property.

Recommends that Lots 1, 2 and 3 be sold separately.

Mortgage of City and Suburbs Company to Laura O. Jacobs, "EZ", 40, in the roll.

Mortgage of Clarence Richards, "FB" 269, assigned to A. B. Josey, in the roll.

There is also in the record contract by the City and Suburbs Company to sell to W. D. Holland certain premises of which our lots are a part, and a deed of City and Suburbs Company to W. D. Holland, dated December 22, 1925 (unrecorded) conveying Lots 1 and 2.

Decree dated January 21, 1927 confirmed so much of the Master's report as orders a sale of the premises. It provides that the premises be sold in three parcels on slaesday in February, 1927, and the proceeds to be applied First, to the payment of the costs and expenses, and second, to the payment of plaintiff's debt.

That the surplus, if any, of the proceed from the sale of Lots 1, 2 and 3, be held until the further order of the Court. This decree is consented to by the attorneys of record. Judgment entered June 4, 1927.

Master's report on sales and disbursements dated June 3, 1927. He reports sale of the premises to Messrs. Cooper and Winter for the total purchase price of \$1630.00. This report is silent as to what funds were derived from the sale of Lots 1, 2 and 3.

XIX.

J. C. Townsend, Master	)	DEED
Richland County,	)	Dated February 28, 1927,
	)	Recorded Clerk's Office,
To	)	Richland County, S. C.
	)	Book "CV" page 322,
Clarence Richards.	)	on March 1, 1927.
)	
)	

Consideration: \$ 630.00

Conveys: Lots as described in the caption hereof.

Fee simple, no warranty. Regular in execution and proof.

Note: This deed recites the case of Laura O. Jacobs -vs- City Suburbs Co., et al, commenced on the 15th day of April, 1926, and the orders and decree therein contained. It further recites sale of the premises to Cooper and Winter, Attorneys, and direction by them to make deed to above grantee.

ENCUMBRANCES

Clarence Richards

to

The Trustees of the Protestant
Episcopal Church in South Carolina.

) MORTGAGE
) Dated September 8, 1927.
) Recorded Clerk's Office
) Richland County, S. C.
) Book "FN" Page 75, on
) September 9, 1927, 9:40 A. M.

Secures bond in the sum of \$5,000.00, payable January 1, 1931, together with interest thereon from date at rate of six (6) per centum per annum payable twice yearly on the 1st days of January and July in each and every year until the entire debt be fully paid.

Mortgages: Properly described in the caption of this Abstract.

Regular in execution and proof. Dower of the wife of mortgagor duly renounced.

* * * * *

TAXES-

My examination shows that City Taxes for the year 1934 amounting to \$55.45, have not been paid. There is also dues for 1932 County and State amounting to \$82.66. Other taxes for the past 10 years appear to have been paid.

* * * * *

REPORT-

I hereby certify that I have made a careful examination of the public records of Richland County, South Carolina, and the foregoing abstract contains reference to all recorded instruments that affect the title to the property in question, and in my opinion CLARENCE RICHARDS is seized in fee simple of a good and marketable title subject only to his mortgage to The Trustees of the Protestant Episcopal Church in South Carolina, hereinabove set out, and to the lien of the Tax items hereinabove set out.

Columbia, S. C.

Feb. 22, 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 Clarence Richards 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 "DA", at page 260; 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 th, 1939.

ORGANIZED 1853

THE HOME INSURANCE COMPANY NEW YORK
FIRE AND ALLIED LINES



bankrupt proceedings affect &
set out in 1?

graphical errors:

page 4 (2)
5

Bankruptcy proceedings?

copy plot
description very bad
option

STRENGTH

REPUTATION