

IN THE DISTRICT OF THE UNITED STATES
FOR THE WESTERN DISTRICT OF SOUTH CAROLINA

IN THE MATTER OF
ELLIS CAR COMPANY
BANKRUPT.

It appearing that there are outstanding mortgages upon some of the real estate belonging to the above named bankrupt in favor of Greenville Building and Loan Association and of T.W. Barr, and it being further represented and appearing that the said T.W. Barr is dead,

NOW UPON MOTION OF THE TRUSTEE OF the said Bankrupt.

IT IS ORDERED, that the said Greenville Building and Loan Association and the Executors, Administrators or Assigns of the said T.W. Barr be, and they are hereby required to show cause before the undersigned referee at his office in Greenville, in said District, on Monday, July 31, 1916 at eleven o'clock A.M. Why the said mortgage should not be required to file and prove their claims as secured creditors against said bankrupt in this proceeding, and upon failure to show such cause and order will be passed that the mortgages above referred to shall be foreclosed in this proceedings.

Said mortgages are recorded in the Register of Mesne Conveyance Office for Greenville County in Vol. 13, page 183, Vol. 13, page 207, Vol. 24, page 146.

Greenville, S.C.
July 26, 1916.

J. J. McSwain
Referee in Bankruptcy.

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE WESTERN DISTRICT OF SOUTH CAROLINA
IN THE MATTER OF ELLIS CAR COMPANY
IN BANKRUPTCY.

Rule to show cause having been issued herein on July 26, 1916 against the Greenville Building and Loan Association and the estate of T. W. Barr, to show why certain mortgages held by said persons should not be filed in this proceeding and said mortgages foreclosed in this proceeding and the land sold

Thereafter said mortgages did submit to the jurisdiction of this Court and file their claim secured by said mortgages, to wit:

A certain mortgage executed by Albert S. Johnstone to secure the sum of \$550.00 on October 31, 1912 in favor of T. W. Barr, said mortgage being given to secure the purchase money of all that lot or parcel or land in the County of Greenville, said State, being lot Number 140 in Block "H" on Pettigru Street, and represented on a plat of Boyce Addition which is duly recorded in Plat Book "A" at page 383 in the Register of Mesne Conveyance office for Greenville County, said State of South Carolina, and having a frontage of 60 feet on Pettigru Street, that said mortgage is duly recorded in Vol. 24 at page 146, reference to same being hereby craved.

Also that other mortgage executed by W. A. Wallace on January 15, 1913 on which the dower of the wife of the said W.A. Wallace is duly renounced, covering three separate parcels of land, being described in said mortgage which is duly recorded in the aforesaid Register Mesne Conveyance office in Vol 13, page 183, reference to same being hereby craved.

Also that other certain mortgage executed by Ellis Car Company, a corporation, to Greenville Building & Loan Association on February 10, 1914 over three lots of land designated as Numbered 89, 90 and 91 of the Donwood property, as will appear by reference to said mortgage which is recorded in above named Register of Mesne Conveyance Office in Vol. 13 at page 207.

It is therefore, ORDERED, ADJUDGED AND DECREED, That said parcels of land described in said mortgages be sold by the Trustee of this bankrupt estate of said Ellis Car Company, a corporation on salesday in December 1916 before the Court House at Greenville, South Carolina, after due advertisement in parcels and lots as the trustee shall then direct, at public auction to the highest bidder for cash; and it is

FURTHER ORDERED, ADJUDGED AND DECREED, That the lien of said mortgages be transferred from the land to the fund arising from the sale and that all liens, including said mortgages be, and the same are hereby foreclosed in this proceedings, and all equity of redemption and dower be barred; and it is

FURTHER ORDERED, ADJUDGED AND DECREED, That if any purchaser, or purchasers, fail to comply with the terms of their bid within a reasonable time, not exceeding ten days, then, that said property be re-advertised and resold on the next succeeding salesday at the risk of the former purchaser.

Greenville, S.C.
November 10, 1916.

J. J. McSwain.

Recorded November 13, 1916.

STATE OF SOUTH CAROLINA
GREENVILLE COUNTY.

KNOW ALL MEN BY THESE PRESENTS, That, I, C.O. Hobbs, in the State aforesaid, for and in consideration of the sum of ten Dollars and other valuable consideration to me paid by J.M. Phillips and Nannie L. Phillips in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release, unto the said J.M. Phillips and Nannie L. Phillips all that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, near the City of Greenville, ON the south side of Burdette Street, known as lot No. 6 of Block B. on plat of Melville Land Company recorded in Plat Book A, page 97; Beginning at a stake on the south side of Burdette Street one Hundred feet east of the intersection of Smyth and Burdette Streets, and running thence with line of Lot No. 7, S. 43.45 W. one hundred fifty feet to stake, joint corner of lots Nos. 6, 7, 10 and 11; thence with line of lot No. 11, S. 46-15 E. fifty feet to stake, joint corner of lots Nos. 5, 6, 11, and 12; thence with line of lot No. 5, N. 43-45 E. one hundred fifty feet to stake on the south side of Burdette Street; thence with said street N. 46-15 W. fifty feet to the beginning; being the same lot of land conveyed to me by Katie Jackson February 12, 1916, deed recorded in Book 39, page 4; As a part of the consideration of this conveyance the grantees herein assume and agree to pay a note for seven hundred dollars executed by Katie Jackson to D.C. Alberson October 25th, 1912, secured by a mortgage of the above described lot recorded in Book 26, page 71, upon which is due seven hundred dollars.

Also all that other piece, parcel or lot of land in the County and State aforesaid, in the City of Greenville on the south side of Hampton Avenue; Beginning at an iron pin on Hampton Avenue and running thence with said Avenue N. 33 1/2 W sixty feet to an iron pin; thence N. 54 1/2 E. one hundred one and one-half feet to an iron pin on Pine Street; thence along Pine Street S. 3 1/2 E. seventy and one-half feet to an iron pin; thence N. 56 1/2 E. one hundred thirty-five feet to the beginning; less a strip four and one-half feet wide sold by E.W. Carpenter to J.O. Raines September 29, 1911, deed recorded in Book 13, page 437, reference to which is hereby craved; being the same lot of land conveyed to me by W.D. Parrish and T.C. Gower May 10, 1916, deed recorded in Book 39, page 345. As a part of the consideration for this conveyance the grantees assume and agree to pay the following notes: John M. Steele to D.D. Davenport for seventeen hundred dollars, dated February 6, 1914, secured by mortgage of said lot recorded in Book 39, page 213, upon which is due to date seventeen hundred no/100 dollars (\$1,700.00) and C.O. Hobbs to W.D. Parrish and T.C. Gower for six hundred eighty five dollars, dated May 10, 1916, secured by mortgage recorded in Book 57, page 172, upon which is due to date six hundred eighty-five dollars.

The above described land is the same conveyed to me by on the day of 19 deed recorded in office of Register of Mesne Conveyance for Greenville County, in Book page.

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

TO Have and to Hold all and singular the premises before mentioned unto the said J.M. Phillips and Nannie L. Phillips, their heirs and assigns forever.

And I do hereby bind myself, my heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said J.M. Phillips and Nannie L. Phillips, their heirs and assigns, against me and my heirs and every other person whomsoever lawfully claiming, or to claim the same or any part thereof.

Witness my hand and seal this 2nd day of November in the year of our Lord one thousand nine hundred and sixteen and in the one hundred and forty-first year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of;

W. A. Wallace
H. M. Burgard

C.O. Hobbs, (SEAL)

STATE OF SOUTH CAROLINA
GREENVILLE COUNTY.

Personally appeared before me W.A. Wallace and made oath that he saw the within named C.O. Hobbs, sign, seal and as his act and deed, deliver the within written deed for the uses and purposes herein mentioned, and that he with H.M. Burgard witnessed the execution thereof.

Sworn to before me this 10th day of November 1916,

H. M. Burgard
Notary Public, S.C.

W. A. Wallace

STATE OF SOUTH CAROLINA
GREENVILLE COUNTY.

I, H.M. Burgard, a Notary Public, do hereby certify unto all whom it may concern, that Mrs. Alberta J. Hobbs the wife of the within named C.O. Hobbs did this day appear before me, and, upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, released and forever relinquish unto the within named J.M. Phillips and Nannie L. Phillips, their heirs and assigns, all her interest and estate, and also all her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Given under my hand and seal, this 10th day of November, Anno Domini, 1916.

H. M. Burgard, (L.S.)
Notary Public, S.C.

Alberta J. Hobbs.

Recorded Nov. 15, 1916.