

For cash to the highest bidder at public auction, free from all liens and encumbrances, the lien of the above mortgages to be transferred to the fund, realized from said sale named, and after payment of costs, commissions and taxes in the Order named amount of claim of J. P. Ballenger and J. M. Steele be paid from balance remaining, if sufficient to pay said claims, and surplus proceeds held by the Trustee until the further Order of this Court.

To said Trustee shall give the usual legal notice of time, place and terms of said sale, and upon the terms of sale being complied with by purchaser shall execute to the purchaser a deed to the premises sold and the purchaser shall be let into possession of the premises upon production of deed and certified copy of Order of Court confirming sale; the purchaser to pay for stamps and papers. If the purchaser should fail to comply, the property shall be re-sold on the same terms at the same day or some subsequent sale day thereafter at the risk of the former purchaser.

It is also ordered that J. P. Ballenger and J. M. Steele the mortgages and claimants shall have the right to bid at said sale and become the purchaser at said sale, and to credit on said mortgages the amount bid as their interest shall become determined, but the purchaser shall be required to pay into the Court the amount of his bid.

The following is a description of said real estate, a certain lot of land in the County of Greenville and State of South Carolina, being lot No. 3 in what is known as "Overbrook" more fully described in the mortgages referred to above.

We Consent:

J. P. Ballenger (signed)

First mortgagee,

J. M. Steele (signed)

Second mortgagee.

(Signed) E. M. Blythe

Referee in Bankruptcy

January 3rd, 1923.

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United States of America,

District Court, Western

District of South Carolina,

In Bankruptcy.

In the matter of:

M. A. Smith, Bankrupt.

Wyatt Aiken, Jr. Trustee of the above named estate respectfully represents:

That it would be for the interest and benefit of said estate that a certain portion of the real estate of M. A. Smith, above named bankrupt, be sold subject to a mortgage in amount of four hundred (\$400.00) Dollars with interest from the 1st day of January, 1923, executed by J. P. Ballenger in favor of R. R. Patrick, date the 20th day of December, 1920, now owned by J. P. Ballenger, which is a first lien on said property and said mortgage claim having been allowed be secured claim against the estate, should be sold at auction, on terms and conditions as follows:

After due and legal advertisement at public auction to the highest bidder for cash on Monday the 29th day of January, 1923, during the legal hours of sale, free from all liens and encumbrances, and that the lien of the above mortgage be transferred to the fund realized from said sale.

That there is a second mortgage which is a lien on this property, said mortgage having been executed by M. A. Smith, the said bankrupt in favor of M. S. Stribling, dated the 15th day of January, 1922, in the sum of three hundred (\$300.00) Dollars that said mortgage is now owned by J. M. Steele.

That the lien of this mortgage be transferred to the fund and be paid according to priority.

The following is a description of the property:

All that certain piece, parcel or lot of land, situate, lying and being in the County of Greenville and State of South Carolina in Greenville Township, in what is known as "Overbrook" and being known as lot No. 3 on a plat made by R. E. Dalton, C. E. April, 1917 for Hunt, Norwood and Dadd, said lot being at the intersection of Circle Street and an unnamed street and running thence N. 4-9 N. 56 feet; thence S.

(Over)