

United States of America,
Western District of South Carolina.

In the District Court in Bankruptcy.

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In the matter of Elizabeth W. Mayo,
Bankrupt.

Order.

This matter comes before me upon a report of the Referee, E.M. Blythe, Esquire, Referee in Bankruptcy, upon a petition of the Trustee for the sale of the property hereinafter described: It appears that the property is subject to two mortgages. The conveyance is to be made subject to the first mortgage, which the purchaser agrees to assume, and the proceeds of sale are to be applied pro rata to the payment of the notes secured by the second mortgage, all holders of second mortgage notes being represented and consenting, and it appearing that the proposed sale will be for the best interest of the estate,

It is ordered, That said report be, and the same is hereby confirmed, and that S.R. Zimmerman as Trustee be, and is hereby authorized and directed to execute and deliver unto B.O. Woodward a deed conveying the property hereinafter described; subject, however, to a mortgage given by Elizabeth W. Mayo to the Peoples National Bank of Greenville, as Executor of the will of D.D. Davenport, to secure the sum of Ten Thousand Dollars, dated August 12, 1920, and recorded in Volume 96, at page 95, the purchaser assuming the principal of said mortgage debt, together with the interest accruing thereon subsequent to April 5th, 1922.

Said deed shall be delivered upon payment to the Trustee of the sum of Seventy-one hundred (\$7100.) Dollars.

It is further ordered, that said sum of Seventy-one Hundred Dollars, together with the rents collected by the Trustee from said property up to April 5th, 1922, shall be applied, first to the payment of the costs and expenses instant to this transfer; second, to the payment to the Peoples National Bank, as Executor, of the Amount due on account of interest to April 5, 1922, on said first mortgage, and fire insurance premiums paid by said mortgagee; and the balance to the payment of the second mortgage note in accordance with the terms of said report.

It is further ordered, That the settlement with the holders of said second mortgage notes as set forth in the report shall be in full satisfaction and discharge of their claims on account of said second mortgage notes, and that the estate shall thereafter be discharged from further liability thereon. The property to be conveyed as herein above directed is described as follows:

"All that certain lot of land situated in the County of Greenville, State of South Carolina, in -

(Over)