

Page 2.

all proper costs and the amount of any past due taxes on the property the balance of the purchase money shall be paid by said Probate Judge to the defendant Powhatan Guano Company or its attorneys, and a credit for said amount shall be entered on the said company's claim against the Estate of W. K. Hudgens, deceased.

2. That the mortgage of W. K. Hudgens to American National Bank of Richmond in the amount of \$4500.00 covering the hereinafter described property, which mortgage is recorded in Book 191, page 203, R. M. C. office for Greenville County, South Carolina, and which mortgage is now owned by the defendant Powhatan Guano Company, be and it is hereby foreclosed, and the premises will be sold and conveyed to J. D. Scott free of all liens; and that all the parties to this action and ~~all liens~~ and ~~that all the parties to this action and all other persons claiming under them, or either of them, are forever barred and foreclosed of all interest and equity of redemption in said premises, or any part thereof.~~

3. That the premises herein ordered to be sold are described as follows:

All that lot of parcel of land, situated in the County of Greenville, State of South Carolina, as follows; In Greenville Township, near Judson Mill, just off the Anderson Road, designated as lots Nos. 1 and 2, on plat of W. H. McGaha property plat recorded in the R. M. C. office for Greenville County in Plat Book F, page 33, and said lots taken together have the following metes and bounds;

Beginning at the southeast intersection of Honour and an unnamed street and running thence with said unnamed street N. 51-20 E. 100 feet to an 8 foot alley; thence with said alley in a southeast direction 115 feet to a point in line of Lot No. 11 on said plat; thence in a southwest direction with line of lots Nos. 11 and 13 on said plat 100 feet to a point on Honour Street; thence N. 56 W. 115 feet to the beginning corner, together with any right, title, interest and easement in and to said alley; and being the same conveyed to W. K. Hudgens by deed recorded in the R. M. C. office aforesaid in Deed Book 110, page 354.

Anderson, South Carolina,  
Nov. 20, 1931.

J. M. Hemphill  
Special Judge Presiding in Tenth Circuit.

We consent.

Allen & Doyle,  
Attorneys for Plaintiff.  
Nettles & Oxner,  
Attorneys for Powhatan Guano Co.

Watkins & Prince.  
Attorneys for defendants Annie J. Hudgens,  
Virginia Conner, Jas. R. Hudgens, Jno. W.  
Hudgens and Archie Hudgens.

State of South Carolina,  
County of Anderson.

In Court of Common Pleas..

W. E. Thompson, Administrator of the  
Estate of W. K. Hudgens, deceased.  
Plaintiff.

vs.

REPORT OF SPECIAL REFEREE.

Annie J. Hudgens, et al.  
Defendants.

To The Court of Common Pleas.

This cause is before me under a general order of reference. It is an action by the Administrator of the Estate of W. K. Hudgens, deceased, against his heirs at law and other interest parties to marshal the assets of the Estate. At the time of the commencement of the action in March, 1929, one of the heirs at law, the defendant Archie Hudgens, was a minor, but he has since come of age; and he and all the other heirs at law are properly before the Court.

(OVER)

J. M. H.  
#2.

A true copy  
Carrie M.  
Martin,  
Deputy C.C.P.

Page 3. The facts of the particular matter with which this special report is filed are as follows:

In the summer of 1927, W. K. Hudgens was indebted to American National Bank of Richmond to a large extent; and they held various notes and mortgages as collateral. One piece of the collateral consisted of W. K. Hudgens' note for \$4500.00 secured by mortgage on Lots Nos. 1 and 2 on plat of W. H. McGaha property, which mortgage is recorded in Book 191, page 203, R. M. C. office for Greenville County, the property being situated near Judson Mill in said County. Subsequent to the delivery of this mortgage and the other collateral by Hudgens to the bank, Hudgens assigned his equity in the collateral to Powhatan Guano Company to secure his indebtedness to said company. That indebtedness at the time of Hudgens' death amounted to about \$30,000.00 and claim for same has been filed against the Estate. Nothing has been paid on the above mentioned note and mortgage. Subsequent to Hudgens' death, in pursuance of the above mentioned assignment, the bank turned over the collateral it held, including the \$4500.00 note and mortgage, to Powhatan Guano Company. That company has realized less than \$1,000.00 out of the collaterals, and nothing has been paid to it on the \$4500.00 note and mortgage. The principal value of the property covered by the mortgage appears to have been a store building, which was destroyed by fire a year or more ago, but there was no insurance.

One J. D. Scott, of Greenville, S. C., has offered to pay \$750.00 in cash for the property covered by the above mentioned mortgage, provided he can obtain deed promptly. This appears to be the full and fair present value of the property. Powhatan Guano Company desires that the sale be made and the purchase price credited on its claim against Hudgens' Estate, and it appears that the sale to Scott may be lost unless it can be concluded promptly.

Under all the circumstances of the case, and especially in view of the fact that in no event could the other creditors of the Estate or the heirs at law hope to benefit from a sale of the property, I think that it is <sup>to</sup> the best interest of the parties concerned that the Special Referee be instructed to convey the property to Scott for \$750.00 in cash, and that this sum, less any proper costs and any unpaid taxes, be paid over to the attorneys for the Powhatan Guano Company, same to be credited on its claim, and I so recommend.

Respectfully submitted,

November 20, 1931.

H. E. Bailey, Probate Judge, as  
Special Referee, Anderson County.

Recorded this the 27th day of November 1931 at 1:55 P. M.

END OF DOC