

Orig. enclosed w/
letter of 8/13/1965
from Whaley to Edmunds

August 10, 1965

Mr. Ben Scott Whaley, President
Historic Charleston Foundation
Post Office Box 234
Charleston, South Carolina

Dear Ben:

At your request, I have examined the title to No. 3-5 George Street, Charleston, South Carolina, which Historic Charleston Foundation has contracted to purchase from Dixie Beverage Company.

The owner of the property is Dixie Beverage Company of Charleston, Inc., d/b/a Dixie Beverage Company.

By deed dated January 21, 1864, William Laval conveyed unto Dennis O'Neill the property under examination. The office of the Judge of Probate does not disclose any Will or Administration upon the estate of Dennis O'Neill, but in Box 413 No. 32 in said office there is an Administration upon the estate of Daniel O'Neill in which there is a Petition of M.C. O'Neill dated July 17, 1897 to grant him letters of Administration, in which Petition it is averred that the intestate was unmarried leaving as his sole heir the petitioner, M. C. O'Neill. He qualified as administrator August 4, 1897.

By indenture of Trust, dated December 16, 1907, Michael C. O'Neill conveyed unto John A. O'Connell and Edmund Kemble, as Trustees, all of his estate both real and personal upon the trusts therein contained. The remainder was left to the two grantors.

By deed dated March 21, 1908, John A. O'Connell and Mary L. O'Connell, his wife, and Edmund Kemble and Mary Augusta Kemble, his wife, conveyed unto Mary Aloysuis O'Neill and Elizabeth F. O'Neill all of their right, title and interest in the rest and residue of all of said property. It is stated in this deed that the wives of the two grantors ~~shown~~ in the deed for the purpose of releasing any right of dower they might have in the property. However, each of them renounced her dower. This deed recites the trust provisions ~~set forth~~ in the above mentioned indenture in trust.

By deed dated January 17, 1914 Edmund Kemble and John A. O'Connell, as individuals and as trustees conveyed unto Mary Aloysius O'Neill and Elizabeth F. O'Neill the property under examination. The recital in this deed reads as follows:

"That Michael C. O'Neill by deed dated December 16, 1907, and recorded in Book S-23, page 615 conveyed to grantors all his estate, real and personal, in trust for certain uses and purposes therein set forth, to be performed during his lifetime and upon the death of the said Michael C. O'Neill, and after due fulfillment and execution of said uses and trusts, for the payment and division equally of all the rest and residue of all said property to and among said Edmund Kemble and John A. O'Connell; and that grantors, by deed and declaration of trust, dated March 21, 1908, made during the lifetime of said Michael C. O'Neill, and recorded in Book F-25, Page 262, conveyed to grantees, cousins of said Michael C. O'Neill, all of 'our right, title, interest and estate as cestuis que trust in and to all the said rest and residue of all of the said property of Michael C. O'Neill wherever situate', after the due fulfillment and execution of all the uses and trusts specifically set forth and directed in said deed of Michael C. O'Neill and declared that we held said rest and residue after the fulfillment and erection of all of said uses and trusts for the payment and division thereof to and among grantees in equal shares and proportions; and that Michael C. O'Neill died April 28, 1908, and all the bequests made in said deed of trust have been paid, and the uses and trusts therein have been fulfilled and executed."

There is no renunciation of dower by the wife of either grantor, but they had renounced their dower in the former deed as above mentioned.

Mary A. O'Neill died September 5, 1941 leaving a Will dated September 7, 1927 which was admitted to Probate in the Probate Court for Charleston County on September 11, 1941, and is on file in said office in Box 823 No.23. Under the terms of her Will she left her entire estate to her sister Elizabeth F. O'Neill, and appointed her as executrix. The petition for discharge, dated September 21, 1942, shows that all debts, claims and other liabilities, including estate and inheritance taxes, of said estate have been paid in full. Letters Dismisory were dated October 16, 1942.

Elizabeth F. O'Neill died September 30, 1942 leaving a Will dated August 13, 1942 and filed in the office of the Judge of Probate for Charleston County in file 831 No.98. This Will was admitted to Probate on January 2, 1943. Under the terms of this Will the testatrix left to her nephew, A.M. O'Neill, inter alia, the property under examination.

By deed dated July 15, 1946, A.M. O'Neill conveyed the property under examination unto Andrew P. Leventis.

By deed dated March 24, 1965 Andrew P. Leventis conveyed the property under examination to Dixie Beverage Company of Charleston, Inc., d/b/a Dixie Beverage Company.

There are several liens, of record, affecting the lot under examination. On April 19, 1956 Andrew P. Leventis gave unto The First Federal Savings and Loan Association a mortgage covering the property under examination. He subsequently gave a mortgage to this institute dated October 11, 1960, but that mortgage was satisfied June 9, 1965. It would appear that the 1956 mortgage was inadvertently left open of record, and I have in hand satisfaction thereof by the mortgagee. Andrew P. Leventis gave unto Dixie Beverage Company his mortgage dated October 20, 1960, covering, inter alia, the property under examination. This mortgage was subordinated to the lien of the mortgage next mentioned. While it may be said that there was a merger, nevertheless, I have in hand a release of this property from that mortgage.

By mortgage dated October 9, 1963, Andrew P. Leventis and Kathleen M. Leventis conveyed unto Folly Realty Holding Co., Inc. and Bessie S. Yatrou, as sole remaining executrix of the estate of Viola S. Larry, inter alia, the property under examination. Counsel for the seller has assured me that I shall have in hand a satisfaction of this mortgage at the time of closing. The same two gave unto the Carolina Bank and Trust Company of Charleston a Real Property Agreement, dated October 10, 1963 wherein they agreed not to transfer, sell, etc., the property under examination until all loans are paid to the grantee. I have in hand the termination of this instrument by the grantee.

There are no other mortgages, judgments or other liens of record affecting the property under examination, and I am of the opinion that title to the property under examination is good and marketable when the foregoing liens are satisfied or released of record.

State and County Taxes have been paid on the property through the year 1964. City taxes have been paid through the year 1964. 1965 taxes will be pro rated between the seller and the purchaser.

It is planned that the settlement will be August 11, 1965, and you will be advised of the full terms of that settlement. The money for the settlement has been furnished to me by Historic Charleston Foundation.

As is usual, this letter of opinion is based upon the records and upon the assumption that all matters and facts as stated of record are correct. For such matters as would not be revealed by a search of the records, such as possession of the liens of occupation, or actual measurements as they lie on the ground, and any trespasses, easements or encroachments, when not disclosed by the records, the purchases should satisfy itself by a personal investigation of the premises, or otherwise.

Respectfully submitted,

S. Henry Edmunds

SHE/lw