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August 21, 1984

Historic Charleston Foundation, Inc.
 DELIVERED AT CLOSING

RE: 64 South Battery
 Charleston, S.C.

Gentlemen:

As requested, we have examined those records customarily examined by attorneys in the County of Charleston, with regard to record title to property generally described as 64 South Battery Street, City of Charleston, South Carolina and more fully described in the deed into John Ashby Farrow dated October 5, 1944 and recorded in Book R-44, Page 639, Charleston County RMC Office. All references to recording data are to the land record office for said county unless otherwise indicated.

In our preliminary title search of the property which was completed on July 23, 1984, began with the Will of Thomas S. Grimke recorded in Will Book 40, Page 131, in the Charleston County Probate Court. The Will was dated September 17, 1830 and admitted to Probate on November 19, 1834. Thomas S. Grimke conveyed his entire Estate to his wife and appointed her as his Executrix. The Will granted to his Executors the power "to sell my Estate real or personal as they may judge to be most desirable: South Bay property not to be kept but sold." It is our opinion that the Executrix was not legally obligated to sell the property and that title vested in the wife of Thomas S. Grimke.

Thomas S. Grimke's wife, Sarah D. Grimke died and left a Will which is recorded in the Charleston County Probate Court File No. 182-8. Her Will is dated July 30, 1864 and was admitted to Probate on November 23, 1867. She left the rest, residue and remainder of her Estate to her sons, John Grimke Drayton and Theodore Drayton Grimke with the following conditions: "but in case either should die without leaving issue that shall live to

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attain the age of twenty-one years, I give his part or share to the other and his heirs, but if both of them should die without leaving issue to attain the age of twenty-one years, then I give all the rest, residue of my Estate as afore to the children then living of my sisters, Mrs. Holmes and Mrs. Baker to be equally divided among them one-half to Mrs. Holmes' children and one-half to Mrs. Baker's children."

By deed dated 1885 and recorded on March 30, 1886 J. Drayton Grimke and John G. Drayton (born Grimke) conveyed the property, then designated as 42 South Bay Street to J.B.E. Sloan in consideration of \$15,000.00. The property was described as bounding on the south and north by 175 feet and on the East and West by 250 feet; however a memo attached to the last page indicates that there was error in the measurements of the lot description and that it should be a width of 145 feet rather than 175 feet. On the same day a quit-claim deed was given to J.B.E. Sloan from the children of Mrs. Holmes, sister of Sarah D. Grimke and the children of Mrs. Baker, sister of Sarah D. Grimke. The preamble to the quit-claim deed states that John Grimke Drayton has two daughters of full age and grandchildren and that Theodore Drayton Grimke has two sons and three daughters all of whom are of full age as well as grandchildren and that the children of Mrs. Baker and Mrs. Holmes execute the quit-claim to eliminate any question as to the limitation over to the children of Mrs. Holmes and Mrs. Baker set forth in the Will of Sarah D. Grimke. The quit-claim deed is signed by Isaac Holmes and Henrietta R. Eggleston, children of Mrs. Holmes and Richard E. Baker, Henry H. Baker, Edmond Baker, Mary B. Sachtleben and Henrietta H. Baker, children of Mrs. Baker.

J.B.E. Sloan died on or about February 23, 1906 without a Will. His Estate is administered in the Charleston County Probate Court in File No. 464-24. The probate file contains a petition from Mary S. Sloan, the widow of J.B.E. Sloan stating that he died without a Will leaving surviving him as his sole heirs and distributees his wife, Mary S. Sloan, and his seven children, all of whom are of full age, namely, Earle Sloan, Louis F. Sloan, Annie L. Sloan, Leila Sloan Johnson, Vivian F. Sloan, Helen Sloan Torrence, and Marguerite Sloan.

By deed dated November 28, 1922 and recorded on June 7, 1926, Mary Seaborn Sloan, widow of J.B.E. Sloan, created a trust naming herself, M.S. Sloan and her son, Earle Sloan as trustees. She transferred her one-third interest in the property in trust with a life estate to her children and the remainder to her grandchildren, both living and unborn. The deed authorizes the trustees and their successors to sell the real estate.

According to the deed recorded in Book M-34, Page 540, Mary Seaborn Sloan died intestate on or about September 27, 1925. The probate file for Mary S. Sloan is found in the Charleston County Probate Court, File No. 638-16; however this file has little information.

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Earle Sloan died on or about August 19, 1926 leaving a Will which is filed in the Charleston County Probate Court in File No. 636-14. His Will left his Estate to his wife, Alice Witte Sloan.

By deed dated June 30, 1928 Cornelia W. Roebling took title to the property in consideration of \$45,000.00. The deed recites that Mary S. Sloan died intestate leaving as her sole heirs her seven children. The deed further recites that when Mary Sloan died, the children appointed Vivian S. Sloan to act as trustee instead of Mary Sloan under the trust created by the instrument recorded in Book Z-33, Page 316, that when Earle Sloan died no additional trustee was appointed and that Vivian S. Sloan was left as the sole surviving trustee under the trust with power and authority to sell and convey the one-third interest of Mary S. Sloan. The deed is executed by Vivian S. Sloan, individually and as trustee, by Alice Witte Sloan, as Executrix and the sole devisee under the Last Will and Testament of Earle Sloan, Louis F. Sloan, Annie L. Sloan, Leila Sloan Johnson, Helen Sloan Torrence, and Marguerite Sloan Cassels.

Cornelia W. Roebling died on or about May 2, 1942 leaving a Will dated December 13, 1941 and admitted to probate in the Charleston County Probate Court on May 22, 1944 which is found in File No. 834-179. She left the rest, residue and remainder of her Estate, including 64 South Battery, in trust for her son, John B. Farrow and her two grandchildren, John Ashby Farrow and Thomas Ferguson Farrow.

In Paragraph Twenty First of the Will, Cornelia W. Roebling states that it is her hope that her Charleston house and property and all of the equipment and implements therein be offered for sale to her two grandsons, John Ashby Farrow and Thomas Ferguson Farrow as tenants in common, but if either of the grandsons does not wish to purchase an undivided interest therein, that she hopes the sale will be made to the other grandson. The paragraph further provides that the provisions shall not be legally enforceable in a court of law. She appointed Austin C. Cooley and the First Mechanics National Bank of Trenton, New Jersey as the Executors and Trustees of her Estate.

By deed dated October 5, 1944 Austin C. Cooley and the First Mechanics National Bank of Trenton as Executors and Trustees under the Last Will and Testament of Cornelia W. Roebling, conveyed the property to John Ashby Farrow in consideration of \$65,000.00. The deed recites that Thomas Ferguson Farrow did not wish to purchase an undivided interest in the property. The Estate file of Cornelia W. Roebling contains an agreement signed by Thomas Ferguson Farrow, a minor and H.L. Erickmann, guardian of the person and estate of Thomas Ferguson Farrow, which states that Thomas Ferguson Farrow relinquishes any privilege accorded to him under the provisions of Item 21st of the Will to purchase 64 South Battery and refers to an Option Agreement for a total option price of \$119,173.00 for the real property, furniture and household equipment located therein. It is our opinion that Thomas Ferguson

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Farrow has no interest in the property and that John Ashby Farrow was vested with good title by the deed from the Executors and Trustees.

John Ashby Farrow died on or about March 3, 1984 leaving a Will dated August 7, 1974 as amended by Codicil dated November 7, 1979. The Will and Codicil were admitted to probate on March 15, 1984 and was filed in Probate Court File No. 84-ES10-236. The Will gives 64 South Battery Street to his wife, Emily Ravenel Farrow. It provides that if his wife should predecease him, then to the Historic Charleston Foundation, Inc. together with the sum of \$50,000.00 to be applied towards the maintenance and upkeep of the land and home. A consent to transfer of the property was obtained from the South Carolina Tax Commission on April 25, 1984. On June 6, 1984 the Internal Revenue Service released its lien for Estate taxes for the property and consented to the transfer. The Notice to Creditors was published in a Charleston newspaper on April 9, 16 and 23, 1984. Creditors of the Estate have five months in which to file a claim against the Estate pursuant to Section 21-15-630 and this five month period has not yet expired. We will obtain an Indemnity Agreement from Emily Ravenel Farrow to protect the Foundation from any claims made against the Estate.

Emily Ravenel Farrow qualified as the Executrix of the Estate. The Will grants the power of sale to the Executrix. The deed from Emily Ravenel Farrow to the Historic Charleston Foundation, Inc. will be from her individually and as Executrix of the Estate.