VOL. 22

For the Western District of S.C.

In the Matter of

R.E. Alien & Bro Company

No. - - - In Bankruptcy.

Bank rupt.

In the District Court of the United States

At Charleston, in said District, on the 18 day of April, A.D. 1914, before the Honorable Henry A.M. Smith, Judge of said Court in Bankruptcy, the petition of R.E. Allen & Bro. Company that it a corporation be adjudged a Bankrupt, within the true intent and meaning of the acts of Congress relating to Bankruptcy, having been heard and duly considered, the said R.E. Allen & Bro. Company is hereby declared and adjudged a bank rupt accordingly.

> Witness the Honorable Henry A.M. Smith Judge of said Court, and the seal thereof, at Charleston, in said District on the 18 day of April A.D. 1914.

> > Richard W. Hutson

Clark.

True Copy attest

(Seal of the Court).

Rich. W. Hutson. Clerk.

Recorded for May 26th. 1914.

(Order for Sale R.E. 75 ¢)

In the United States District Court.

For the District of South Carolina.

In the matter of

R.E. Allen & Brother Company.

Bank rupt.

A petition having been filed by the Trustee, requesting that the offer of H.P. McGee and his associates to buy all the assets of the bank rupt, including real, personal property, choses in action, cash on hand, property rights and franchises belonging to the bankrupt, for the sum \$42,918.73, being a sum sufficient to pay all costs and expenses of administration, all unsecured claims, 54% on the amount thereof, the purchaser to assume payment of all liens and mortgages outstanding against the real estate of the bankrupt, and said petition having been presented at a meeting of the creditors held in the City of Greenville, South Carolina, on May 19th, 1914, called for the purpose of considering said offer, and a motion having been made that said offer be accepted, and a majority in number and amount of unsecured creditors being present or represented at said meeting, and having voted unanimously in favor of accepting said proposition; Now, on motion of McCullough, Martin & Blythe and John H. Earle, Attorneys for Trustee, It is ordered: That the action of the unsecured creditors in accepting said offer of purchase be, and the same is hereby, confirmed and that the Trustee, upon payment to him by H.P. McGee, Trustee, of the sum of \$42,918.73, do execute and deliver to the said H.P. McGee, Trustee, a fee simple trust deed, conveying to the said H.P. McGee, Trustee, all the right, title and interest which the above named bank rupt had in the following described real estate, prior to the adjudication herein.

(1) All that certain piece, parcel or lot of land situate, lying and being within the corporate -(Next page)

limits of the City of Greenville and having the following metes and bounds: Beginning at an iron pin on Hammond Street and running thence S. 56-4 E. one hundred feet to an iron pin on said Street; thence N. 38-55 E. one hundred ninety-one and six-tenths feet to an iron pin on unnemed Street; thence with said unnamed Street; thence with said unnamed Street N. 30-35 W. one hundred and three and four-tenths feet to an iron pin; thence S. 38-55 W. two hundred and four feet, three inches to the beginning corner, said interest having become vested in bankrupt by virtue of a bond for title executed October 15th, 1906.

(2) All that certain piece, parcel or lot of land situated, lying and being in the City of Greenville, in Ward 5, and in the County and State aforesaid, on the south side of Douthit Street, and having the following lines, metes and bounds, to wit: Beginning at a point on the south side of Douthit Street Two hundred (200) feet from the corner of Leach and Douthit Streets and running thence along the south side of Douthit Street N. 71- W. 183 feet to Lawton Avenue; thence along the east side of Lawton Ave. S. $18-\frac{1}{2}$ W. 61 feet to an iron pin, corner of lot No. 2; thence S. $71-\frac{1}{2}$ E. 183 feet along line of lot No. 2; thence N. 18- $\frac{1}{2}$ E. 61 feet to the beginning corner, and being known as Lot No. 1 on plat made by W.A. Hudson and recorded in R.M.C. office for said County in Plat Book A, page 135, being the same lot of land conveyed to Bankrupt by G.B. Nalley by deed executed January 1st, 1914, recorded in R.M.C. Office for Greenville County in Vol. 26,

Also all that other lot or parcel of land situated, lying and being in the City of Greenville, in Ward 5. County of Greenville. State aforesaid, and known and designated as Lot No. 2 on said plat and having the following metes and bounds, to wit: Beginning at a stake on the east side of Lawton Avenue 61 feet southward from Douthit Street and running thence S. 18-2 W. along said Lawton Avenue 50 feet to a stake; thence S. 72-1 E. 183 feet along line of Lot No. 3, belonging to I.W. Wingo, to a stake; thence N. 18-1 E. 50 feet to a stake; thence N. 72-1 W. 183 feet along line of lot No. 1 above described, to the beginning corner, being the same lot of land conveyed to Bank rupt by G.B. Nalley by deed mentioned above.

- (3) A certain right of way conveyed to bank rupt by Greenville Trust Company by deed executed October 24th, 1912, and recorded in R.M.C. Office for Greenville County, Vol. 22, page 263, being fully described in said deed, which is hereby referred to as a part of this description. That the deed to said real estate be executed by the Trustee to the said H.P. McGee in trust to hold said property and to convey or mortgage the same when requested, in writing, so to do by The City National Bank of Greenville, S.C., The Norwood National Bank of Greenville, S.C., The Union National Bank of Columbia, S.C., J.W. Norwood, Brown, Williamson Tobbacco Company of Winston-Salem, N.C., and The American Bank of Greenville, S.C., said deed to be executed subject to all liens, mortgages and other encumbrances existing thereon, payment of said liens, mortgages and encumbrances to be assumed by the purchaser.
- (4) All other property of every nature and kind formerly belonging to the bankrupt and consisting of Personal property, including cash in Bank, choses in action, property rights and franchises. as will more fully appear by reference to the schedules in bankruptcy which have heretofore been filed and which schedules are hereby referred to as a part hereof, in showing the entire assets of said bankrupt estate, so far as the same is now on hand & undisposed of. Purchaser to assume all

taxes. Greenville, S.C. May 19th, 1914.

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J.J. McSwain. Referee in Bank ruptcy.