

1927-017 Chancery Causes: Potomac Joint Stock Land Bank of Alexandria
Isle of Wight County VS Dana M. Carr & al

512

JUNIOUS W. PULLEY
ATTORNEY AT LAW
COURTLAND, VIRGINIA

September 17, 1927.

Mr. R. A. Edwards,
Isle of Wight, Virginia.

Dear Mr. Edwards:-

IN RE: POTOMAC BANK VS. CARR ET ALS.

I am herewith enclosing bill in the above matter which you will please file on 2nd. September Rules. Will you be so kind as to insert in the first paragraph of my bill the book and page where the mortgage is recorded.

I am enclosing my check for \$9.50 to cover your cost and the Sheriff.

You will note that a copy of the mortgage is to be filed as "Exhibit A" and I am sure Mrs. Wills will give me the devil about this.

Yours very truly,

Junious W. Pulley

JWP/MEG.

Incl.

COMMISSIONER IN CHANCERY

JUNIUS W. PULLEY
ATTORNEY AT LAW
COURTLAND, VIRGINIA

December 9, 1927.

Mr. R. A. Edwards,
Isle of Wight, Virginia.

Dear Mr. Edwards:-

IN RE: POTOMAC JOINT STOCK LAND BANK VS. DANA M. CARR ET ALS.

You may now spread on record the decree I gave Judge
White some thirty days ago.

Yours very truly,

Junius W. Pulley

JWP/MEG.

Exhibit B.

WHEREAS, Dana M. Carr and W. W. Carr, her husband; and Charlie W. Carr and Virginia Carr, his wife, by virtue of a mortgage bearing date of May 8, 1925, and duly recorded among the Land Records of Isle of Wight County, Virginia, on May 8, 1925, became indebted to The Potomac Joint Stock Land Bank of Alexandria in the sum of SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00), payable as in said mortgage provided; and,

WHEREAS, it is provided in said mortgage among other things that upon default being made in the payment of interest due on account of same or any other conditions or covenants in said mortgage, then the whole debt thereby secured, should at the option of the said Bank become due and payable; and,

WHEREAS, the said Dana M. Carr and W. W. Carr, her husband; and Charlie W. Carr and Virginia Carr, his wife, have been in default on account of the payment of interest on said mortgage since the First day of May, 1927.

THEREFORE, be it resolved by the Executive Committee of The Potomac Joint Stock Land Bank, acting upon authority vested in it, that the entire mortgage debt be and the same is hereby declared to be immediately due and payable; and it is further resolved that the said mortgage be forthwith foreclosed according to its terms.

The foregoing resolution was unanimously adopted this the 12th day of September, 1927.

W. W. Harris

Marshall McKim

John L. Cassidy

Emmett Brown

Executive Committee.

I hereby certify the above to be a true copy of the records of The Potomac Joint Stock Land Bank.

Emmett Brown

Secretary

Exhibit B,

Dana M. Carr et als

To)

The Potomac Joint Stock and Land Bank of Alexandria

THIS MORTGAGE, made this 8th day of May, in the year one thousand nine hundred and twenty five, by and between Dana M. Carr and W. W. Carr, her husband, and Charlie W. Carr and Virgie Carr, his wife, of Isle of Wight County, in the State of Virginia, hereinafter referred to as party of the first part, and the Potomac Joint Stock Land Bank of Alexandria, of Alexandria, Virginia, a body corporate, hereinafter mentioned as the Bank.

WHEREAS, the said party of the first part is justly indebted to and unto the said The Potomac Joint Stock Land Bank of Alexandria, in the full and just principal sum of seven thousand five hundred dollars (\$7,500.00) current money, this day loaned the said party of the first part by said the Bank, the receipt whereof is hereby duly acknowledged, and,

WHEREAS, the said party of the first part has executed and delivered unto the said Bank, a promissory note, dated on the first day of May, 1925, for said principal sum of seven thousand five hundred dollars, with interest thereon at the rate of six per centum per annum, payable to the order of said bank in sixty five semi-annual payments of two hundred sixty two dollars and fifty cents each and a final payment of two hundred eighteen dollars and eighty seven cents, said payments beginning six months from May 1st, 1925, which said payments are on the amortization plan, to better secure the payment of which said principal sum and the interest thereon

as above set forth, and and when each of said payments shall become due and legally demandable, these presents are executed.

NOW THEREFORE, this mortgage witnesseth, that for and in consideration of the premises and the sum of one dollar, the said party of the first part does hereby bargain and sell, grant and convey unto the said The Potomac Joint Stock Land Bank of Alexandria, its successors and assigns, with general warranty of title, the following described property, to-wit: That certain tract or parcel of land lying situate and being in Windsor Magisterial District, Isle of Wight County, Virginia, known as the J. J. Duck farm, bounded and described as follows, on the east by the Blackwater Bridge public road, on the North by the Stephens tract of land, on the West by the Blackwater River and Carrawaugh Swamp, and on the South by the same swamp and the lands of Jack Johnson. Said land contains 559 acres according to survey made in November 1905, by W. W. Morrison, Surveyor, the map or plat of said survey being recorded contemporaneously with this mortgage, reference to which is hereby made for a more particular description. Being the same land conveyed by Nannie V. Bradshaw and Jacob T. Bradshaw, her husband, by deed recorded among the land records of the said County immediately prior to this mortgage.

Together with all buildings and improvements thereon and all rights, roads, ways, waters, privileges and appurtenances and advantages thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises to and unto the proper use and benefit of the said Bank, its successors and assigns forever.

AND IT IS HEREBY covenanted and agreed with said Bank that said party of the first part is lawfully seized of said premises, that said party of the first part has a good right to sell or convey the same, and that the same are free and clear of all encumbrances.

PROVIDED , that if the said party of the first part or the heirs, personal representatives or assigns, of said party of the first part, shall well and truly pay or cause to be paid the aforesaid principal sum and all interest thereon accrued, in accordance with the provisions for payment herein set forth as and when the same may be due and payable, and shall perform all the covenants herein on their part, to be performed, then this mortgage shall be void.

The said party of the first part in the application for this loan has made representations to said Bank that the money loaned on this mortgaged is to be used as follows; to apply on the purchase price of the herein described real estate, and the said parties of the first part do hereby covenant that the money so loaned will be used for the purposes herein stated.

This mortgaged is made to said Bank as a Joint Stock Land Bank doing business under the "Federal Farm Loan Act", approved July 17th, 1916, and amendements thereof, and is hereby agreed to be in all respects subject to and governed by the terms and provisions of same.

The party of the first part shall pay simple interest on all defaulted or overdue semi-annual payments at the highest rate allowed by this State, not to exceed eight per cent per annum, accounting from the date of such default.

In the event that party of the first part shall fail to pay any taxes, liens, judgments, or assessments against said premises, when due, or to maintain insurance and the amount paid therefor shall become subject to the lien of this mortgage and bear interest from date of payment at the highest rate allowed by this State, not exceeding eight per cent per annum.

After five years from the date hereof the maker may, upon any regular installment date, made in advance any number of payments, or any portion thereof on account of the principal hereof, or pay the entire principal hereof. Such additional payments are not to reduce semi-annually payments herein contracted to be made, but are to operate to discharge the loan at an earlier date.

And it is agreed that until default be made in the premises, the said party of the first part shall possess the aforesaid property upon paying in the meantime all taxes, liens, judgments and assessments, public debts and charges of every kind, levied, assessed or to be levied or assessed on said hereby mortgaged property, which taxes, liens, judgments or assessments, public dues, charges, mortgage debt and interest the said party of the first part individually and on behalf of their heirs, personal representatives and assigns does hereby duly covenant to pay when legally demandable.

But if any of the payments on the above described note as herein provided to be made, be not paid when due, or if the party of the first part shall permit any taxes, liens, judgments or assessments on said land to become delinquent, or fail to keep the buildings insured as herein provided or apply the proceeds of this loan to substantially different purposes from those for which it was obtained, or shall by neglect permit any unreasonable depreciation in value of said premises or the buildings thereon, or do, or permit to be done any act in respect to said lands which will reduce or impair the value of said lands as security, for the loan hereby made, or make default in any of the conditions or covenants of this mortgage, then the whole debt hereby secured shall at the option of the Bank become due and demandable, and it shall be lawful for the said Bank its successors or assigns, at any time after such default to institute proceedings for a foreclosure of said mortgage and to have sale of the property hereby mortgaged for cash to satisfy and pay the said debt, interest and all cost incurred in making said sale, including an attorney's fee of twenty five dollars, and a commission of five per cent, on the amount of the debt which said fee and commission shall be due and payable, immediately upon the institution of foreclosure proceedings as above mentioned, and if at any time after the execution, delivery and recordation of this mortgage, the Bank shall be impleaded or made a part to any suit or legal

proceedings of any kind whatsoever, to subject ~~the~~ land hereby conveyed to the payment of liens or charges of any kind thereon, and in such ~~proceedings~~ it becomes necessary in the discretion of the Bank to retain and employ an attorney for the proper representation and protection of its interest, the said Bank shall be entitled to recover of the mortgagor the attorney's fee and commissions herein above provided for, fixed and allowed in case of foreclosure by the Bank, which said attorney's fee and commission shall attach and become immediately due upon the institution of such proceedings and retention and employment of an attorney by the Bank, and in either case shall become a part of the debt and demand secured to be paid by this mortgage and fully covered and protected by the lien thereby created.

It is further covenanted and agreed that if the party of the first part has heretofore given, made or granted to any person or corporation any option, lease, right or privilege for a any mineral, coal, oil or other sub-surface or surface right or rights, or for any right or privilege other than for agricultural purposes, in any way affecting or appertaining to the lands conveyed by this indenture, or the property is in any way subject to any such option, lease, right or privilege the rents, profits, royalties and revenues at any time arising from such option, lease, right or privilege during the continuance of this mortgage, and accruing to party of the first whether said option, lease right or privilege be operated or exercised or not, at the time of the execution hereof, shall be paid over to said Bank and by it applied to the reduction of the principal of this mortgage and this agreement shall serve as a full and sufficient assignment of said mortgagors interest

in said option, lease, right or privilege, for the purpose aforesaid, provided, that in all cases where said option, lease, right or privilege has not been exercised or operated, thereupon the party of the second part shall at its election have the right to demand of the party of the first part payment in full of the debt secured to be paid by this indenture, provided, that before any proceedings for foreclosure shall be commenced or had the party of the second part shall give 30 days notice in writing to the party of the first part of such election and demand for payment of the said debt, and no such option, lease, right or privilege for any mineral, coal, oil or other sub-surface or surface right shall be made or granted upon to or in connection with said lands herein described, subsequent to the execution of this indenture, without the consent of the said Bank having been first obtained in writing.

And the said party of the first part individually, and on behalf of their personal representatives and assigns, does further covenant to insure and pending the existence of this mortgage, to keep insured in some good company satisfactory to the said Bank, its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least two thousand dollars, and to cause the policy to be affected thereon to be so framed or endorsed as in the case of fire to enure to the benefit of the said Bank, its successors or assigns, to the extent of their lien or claim hereunder,

and to deliver said policy to the said Bank, its successors or assigns.

And it is further agreed by the parties hereto and those claiming through, by or under them, that an assignment of this mortgage shall carry with it an assignment of the amortization note which it is given to secure.

When the debt herein secured has been fully paid and the obligations herein assumed fully complied with, then this indenture shall be released at the cost of the party of the first part.

Witness the hands and seals of the said Mortgagors:

Dana M. Carr (SEAL)

W.W. Carr (SEAL)

Charlie W. Carr (SEAL)

Virgie Carr (SEAL)

State of Virginia,

County of Isle of Wight, to-wit;

I, Otis V. Joyner, a Notary Public for the County aforesaid, in the State of Virginia, do certify that Dana M. Carr, and W.W. Carr, her husband, and Charlie W. Carr and Virgie Carr, his wife, whose names are signed to the foregoing mortgage, bearing date on the 8th day of May, 1925, have acknowledged the same before me in my County aforesaid.

Given under my hand this 8th day of May, 1925.

Otis V. Joyner
Notary Public

My commission expires Jan. 21st, 1929.

Virginia: In the office of the Clerk of the Circuit Court
of the County of Isle of Wight, in the State aforesaid,
the 8th day of May, 1925, the aforegoing mortgage
was this day presented in said office, and together with
the certificate of acknowledgment thereto annexed was duly
admitted to record at 4;30 o'clock P.M. and indexed according
to law.

Teste,

R. A. Edwards, Clerk

A Copy,

Teste,

Clerk

D.B. 96, page 109

Dana m. Loan et al

to J. D.

Poto. Joint Stock L. Bk.

a copy.

Exhibit A.

Clg to Sect. 9-23-27

The Potomac Joint Stock Land Bank Of Alexander, A Corporation;
Vs. Chancery.

Dana M. Carr, W. W. Carr, Charles W. Carr, and Virgie Carr.

To the Clerk Of The Circuit Court of the County of Isle Of Wight;
Please issue subpoena's for the above defendants to answer a bill
in Chancery to be filed by the Complainants at the 2nd September
Rules of your Court; viz. Third Monday in September. 1927.

Junius W. Pulley, p.q.

Potomac Joint Stock Land
Bank Of Alexandria, A Corp.,

Vs. Cy.

Dana M. Carr, W. W. Carr,
Charles W. Carr, and Virginia
Carr.

Memorandum. Filed
9--17--27.

9-19-27

Recd Arp. 950

By 19 D.S. (Cash) 200
Bal. 750

In the Circuit Court of Isle
of Wright County, Virginia.

The Potomac Joint Stock Land
Bank of Alexandria, A, Corp.,

vs. # 512

Dana M. Carr et al

This day this cause came
on to be heard on the bill of
the complainant and the
exhibits filed therewith, and
was argued by counsel.

Upon consideration whereof
and upon motion of
the complainant this cause
is hereby dismissed without
prejudice to the complainant.

Lot. Joint-Stock
Sav. Bank of
Alexandria, a corp.

vs.

Dana M. Carr
et al.

Enter this 11th
day of November
1927

B. D. W.

Judge.

Commonwealth of Virginia,

To the Sheriff of Isle of Wight County—Greeting:

WE COMMAND YOU, That you summon Dana M. Carr, W. W. Carr, Charles W. Carr,
and Virgie Carr,

to appear at the Clerk's Office of the Circuit Court of the County of Isle of Wight at the rules
to be holden for the said Court on the Third Monday in September, 1927,
to answer a bill in chancery, exhibited against them
in our said Court by The Potomac Joint Stock Land Bank Of Alexandria, A
Corporation,

And have then and there this writ.

Witness, R. A. EDWARDS, Clerk of our said Court, at the Courthouse, this 17th
day of September, 1927, and in the 152 year of the
Commonwealth.

R. A. Edwards Clerk.

Executed the within summons this the 17th day of September 1927, in the County of Isle Of Wight, Virginia by serving a true copy of the same on Dana M. Carr, W. W. Carr, Charles W. Carr, and Virgie Carr, in person, ~~et~~ **it**.

By W. H. Chapman,
Sheriff Isle Of Wight Co.
W. H. Chapman D. S.

The Potomac Joint Stock Land
Bank Of Alexandria, a Corp.

vs. } CHANCERY NO.

Dana M. Carr et al

ORIGINAL SUBPOENA

Virginia, Clerk's office of the Circuit
Court of the County of Isle of Wight.

2nd Sept. Rules-, 1927.
Returned, entered and filed.

Teste:
R. A. Eads - Clerk

To 2nd Sept- Rules

1927
J. H. Pulley - p. q.

D.S. fee pd. - 2.00

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY, VIRGINIA.

The Potomac Joint Stock Land Bank of
Alexandria, a Corporation,

VS*****BILL IN EQUITY*****

Dana M. Carr, W.W.Carr, Charles
W. Carr and Virginia Carr.

TO THE HONORABLE B. D. WHITE, JUDGE OF THE SAID COURT .

Your complainant, The Potomac Joint Stock Land Bank of
Alexandria, Washington, D. C., a Corporation duly chartered and
doing business under the laws and State of Virginia, humbly com-
plaining, sheweth unto your Honor the following cause of complaint:

(1) That on the 8th. day of May, 1925, Dana M. Carr and
W. W. Carr, her husband, Charles W. Carr and Virginia Carr, his
wife, executed and delivered to and for the benefit of your com-
plainant a certain mortgage recorded in the Clerk's Office of your
Honor's Court in Trust Deed Book 96 at page 109 conveying to your
complainant in fee-simple the following described tract of land,
to-wit:

"That certain tract or parcel of land, lying, situate
and being in Windsor Magisterial District, Isle of Wight,
County, Virginia, known as the J. J. Duck farm, bounded and
described as follows:

"On the east by the Blackwater Bridge public road; on
the north by the Stephens tract of land; on the west by the
Blackwater River and the Carrawaugh Swamp, and on the south
by the same swamp and the lands of Jack Johnson. Said land con-
tains 559 acres, according to survey made in November, 1905, by
W. W. Morrison, Surveyor, a map or plat of said survey being
recorded co-temporaneously with this mortgage, reference to
which is hereby made for a more particular description."

A copy of said mortgage is herewith filed, marked
"Exhibit A", and prayed to be read as a part of this bill,

(2) That the said mortgage secures to your complainant
the payment of the sum of SEVENTY-FIVE HUNDRED (\$7500.00) DOLLARS,
and is evidenced by a certain negotiable promissory note for the
said sum of \$7500.00, signed by Dana M. Carr, W. W. Carr, Charles

W. Carr and Virginia Carr, and payable to the order of your complainant in sixty-five (65) semi-annual payments, according to a certain amortization plan fully set forth in said mortgage and note, and in the manner and form prescribed by the Federal Farm Loan Act enacted by the Congress of the United States of America; each of said semi-annual installments is ^{for}the sum of \$262.50, and said installments become due and payable by said respondents to your complainants on May 1st. and November 1st. of each and every year until sixty-five (65) semi-annual installments are paid ~~payable~~ as aforesaid.

(3) That the May 1st. 1927, installment of \$262.50 has never been paid your complainant by any of said respondents or by any one for them, and your complainant alleges that the said May 1, 1927, installment is now due and owing your complainant, although said respondents have often been requested to pay said installment.

(4) Your complainant further alleges that the said mortgage provides that upon the failure of the said respondents to make of the said amortization payments when the same shall become due and payable, then the whole debt secured by said mortgage should at once become due and payable, and that upon such default your complainant should have the right to institute and conduct proceedings to foreclose said mortgage and to have a sale of the property therein described and thereby conveyed.

(5) Your complainant further alleges that it has exercised its right to declare the whole of the said debt due and payable and that through its executive committee by resolutions duly adopted on the 12th. day of September, 1927, did declare the whole of the said mortgage debt immediately due and payable, and resolved that the said mortgage be forthwith foreclosed according to its terms. A copy of said resolutions is herewith filed, marked "Exhibit B", and prayed to be read as a part of this bill.

(6) Your complainant alleges further that there is now due and owing to it by the said respondents, jointly and severally, the just and full sum of \$7762.50 together with \$25.00 attorney's fee and commissions of 5% on the amount of the mortgage debt, to-wit: \$388.12, making a grand total of \$8175.62 due and owing your complainant and other cost incident to these proceedings.

(7) Your complainant is advised and so alleges that by reason of the default as aforesaid in the payments of the said sums shown to be justly due to your complainant, the said mortgaged property has become forfeited, and that your complainant has the right to apply to a Court of equity to have the said land sold under proper decree of Court and the proceeds thereof applied to the payment of its debt, with the interest due thereon and the cost and charges incurred in the prosecution of this suit.

In tender consideration whereof and forasmuch as your complainant is without remedy save in a Court of equity where such matters are alone and properly cognizable, your complainant prays that the said Dana M. Carr, W. W. Carr, Charles W. Carr and Virginia Carr may be made parties defendant to this suit and required to answer the same, but not under oath, the oath being hereby expressly waived; that proper process may issue; that the said tract of land above described may be sold and the proceeds used to pay the cost of this suit and the claims of your complainant as above set forth, and the balance, should there be any, to such person or persons as may be entitled to the same; and that your complainant may have all such other and further relief, both general and special, as the nature of its case may require or to equity and good conscience shall seem meet.

And your complainant will ever pray, etc.

The Potomac Joint Stock Land Bank of
Alexandria, a Corporation

BY

James D. Pully
ITS ATTORNEY.

#512

Bill in Equity.

The Potomac Joint Stock Land
Bank of Alexandria, a Corp.

vs:

Cara, Dana M. et als.

9-10-47
1st Sept. 1947
Filed

JUNIUS W. PULLEY
ATTORNEY AT LAW
COURTLAND, VIRGINIA