

1933-038 Chancery Cause: Federal Land Bank of Baltimore vs Mary E. Jordan, admr of
Isle of Wight County D. M. H. Jordan + al

616

other surnames: [Smithfield Farmers,
Incorporated], whitehead

VIRGINIA - IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY

THE FEDERAL LAND BANK OF BALTIMORE, a corporation, ...Plaintiff

vs.

MARY E. JORDAN, The administrator of
J. M. H. JORDAN, deceased, when one shall
have been appointed, and J. W. JORDAN
and DAISY CHAPMAN JORDAN, his wife, ...Defendants

To the Judge of the Circuit Court of Isle of Wight County, Virginia.

YOUR COMPLAINANT, The Federal Land Bank of Baltimore, a
corporation, sheweth unto your Honor the following facts:

1. THAT on the 23rd day of July, 1926, J. M. H. Jordan and Mary E. Jordan, of the County of Isle of Wight, Virginia, made and delivered unto your Complainant their promissory note, whereby they promised to pay Complainant the principal sum of Two Thousand Dollars, (\$2,000.00), with interest thereon at the rate of Five and one-half per cent ($5\frac{1}{2}\%$) per annum, the principal and interest payable in Sixty-eight (68) semi-annual payments of Sixty-five Dollars (\$65.00) each, on the 23rd day of January and July in each and every year, and a final payment of Sixty-four Dollars and Eighty-four cents (\$64.84) on the 23rd day of January, 1961. A photostatic copy of said note is herewith filed marked Complainant's Exhibit "A".
2. THAT to secure the payment of said debt (note) and the interest to accrue thereon, the said J. M. H. Jordan and Mary E. Jordan, his wife, by their certain deed commonly called a mortgage, dated July 23rd, 1926, and of record in the Clerk's Office of Isle of Wight County, Virginia, in Deed Book No. 98, page 31, conveyed unto Complainant in fee simple all that certain tract or parcel of land situate in Hardy Magisterial District, Isle of Wight County, Virginia, containing Three hundred and Eighteen (318) acres, more or less, and fully described in said mortgage; which mortgage Complainant charges is a first lien on the land thereby conveyed.

3. COMPLAINANT is advised that subsequent to the execution and recordation of the mortgage aforesaid, the said J. M. H. Jordan and Mary E. Jordan, conveyed the aforesaid mortgaged land to J. W. Jordan and Daisy Chapman Jordan, by deed dated January 2nd, 1929, and recorded in the aforesaid Clerk's Office in Deed Book 101, page 104; that as a part of the consideration for said conveyance, the said J. W. Jordan assumed and agreed to pay the mortgage debt of your Complainant as aforesaid, as will more fully appear by reference to the Assumption Agreement dated January 19th, 1929, herewith filed marked Complainant's Exhibit "B".

4. THAT subsequently, the said J. M. H. Jordan departed this life intestate, leaving surviving him his widow, the said Mary E. Jordan and certain other heirs at law; that no one has qualified to administer on said decedent's estate; that since said mortgaged land was conveyed by the said J. M. H. Jordan and Mary E. Jordan, to the said J. W. Jordan and Daisy Chapman Jordan, as aforesaid, the heirs at law of the said J. M. H. Jordan are not necessary parties to this suit.

5. THAT all of the payments which became due and payable up to and including the payment due July 23rd, 1930, were made and proper credit has been given said mortgagors, but the payment which became due and payable on January 23rd, 1931, has not been paid, but is wholly in default.

6. IT is provided in said mortgage that if the payments set out in said mortgage and note are not paid when due, then the whole of the said debt secured to be paid by said mortgagors shall, at the option of the Complainant, become immediately due and demandable, with the right vested in Complainant to at any time thereafter institute any proper proceedings for the foreclosure of said mortgage and sale of the said land for the satisfaction of Complainant's said demand.

7. THAT default having been made as aforesaid, Complainant

has exercised its option and demanded of the said defendants payment of the whole of said debt, principal and interest, and now demands payment of the same in full, together with a collection fee of 5% on the gross amount of the debt as provided for in said note, as well as the costs of these proceedings.

8. THAT the amount now due to Complainant from the Defendants is the sum of \$1911.87, with interest thereon at the rate of 5½% per annum from the 23rd day of July, 1930, and a collection fee of 5% on the gross amount of the debt due, and in addition thereto an insurance premium of \$1.73 paid by Complainant under the terms and conditions of the said mortgage, with interest thereon at the rate of 6% per annum from the 21st day of August, 1930, the date of said payment, and another insurance premium of \$1.73 paid by Complainant under the terms and conditions of the said mortgage, with interest thereon at the rate of 6% per annum from the 21st day of August, 1931, the date of said payment, and another insurance premium of \$1.73 paid by Complainant under the terms and conditions of the said mortgage, with interest thereon at the rate of 6% per annum from the 21st day of August, 1932, the date of said payment.

9. YOUR COMPLAINANT alleges that said mortgage and note secured thereby, herein prayed to be foreclosed, are instrumentalities of the Government of the United States of America and as such are exempt from Federal, State, Municipal and local taxation by the provisions of Section 26 of the Farm Loan Act, an act of the Congress of the United States approved July 17th, 1916.

10. COMPLAINANT is advised that there are other liens on said mortgaged land and that the liens in the order of their priorities are as follows, which Complainant alleges are all of the liens affecting the said mortgaged land:

- (1) Taxes for the year 1928 in the amount of \$53.51.
- Taxes for the year 1929 in the amount of \$52.51.
- Taxes for the year 1930 in the amount of \$54.23.
- Taxes for the year 1931 in the amount of \$46.08.

(2) Mortgage debt of your Complainant as aforesaid.

(3) Judgment in favor of Smithfield Farmers, Inc. vs.

J. W. Jordan, docketed July 19th, 1930 in Docket Book No. 5, page 198, in the amount of \$21.75, with interest from December 10th, 1929, and \$3.30 costs.

IN CONSIDERATION WHEREOF, and as your Complainant is without adequate remedy, save in a Court of Equity where matters of such nature are properly and alone cognizable, your Complainant prays that the said Mary E. Jordan, The Administrator of J. M. H. Jordan, deceased, when one shall have been appointed, and J. W. Jordan and Daisy Chapman Jordan, his wife, be made parties defendant to this suit, with leave to answer the allegations of this Bill of Complaint; but answer under oath from them or either of them is hereby and herein expressly waived; that the equity of redemption in said land be barred; that the said Defendants be required to redeem the aforesaid mortgaged land by paying to your Complainant the aforesaid sum of \$1911.87, with interest thereon at the rate of $5\frac{1}{2}\%$ per annum from the 23rd day of July, 1930, together with the said collection fee of 5% on the gross amount of the debt due as provided in the note, and in addition thereto an insurance premium of \$1.73 paid by Complainant under the terms and conditions of the said mortgage, with interest thereon at the rate of 6% per annum from the 21st day of August, 1930, the date of said payment, and another insurance premium of \$1.73 paid by Complainant under the terms and conditions of the said mortgage, with interest thereon at the rate of 6% per annum from the 21st day of August, 1931, the date of said payment, and another insurance premium of \$1.73 paid by Complainant under the terms and conditions of the said mortgage, with interest thereon at the rate of 6% per annum from the 21st day of August, 1932, the date of said payment, and all costs and charges incident to the prosecution of this suit, and in default of such payment that the said land be sold to pay off and satisfy the aforesaid debts and demands; that a personal judgment

may be awarded the Plaintiff against Mary E. Jordan, The Administrator of J. M. H. Jordan, when one shall have been appointed, and J. W. Jordan, for any balance which may be due the Plaintiff after applying the proceeds of the sale of the mortgaged land to the payment of said mortgage debt, and that execution may be issued thereon; and that all necessary accounts be ordered and taken, that process may issue, and such other, further and general relief be granted as the case of your Complainant requires and to equity may seem meet.

And, as in duty bound, your Complainant will ever pray,
&c.

THE FEDERAL LAND BANK OF BALTIMORE

BY - COUNSEL

Geo. F. Whitley
C. C. Seymour
J. P. Whitehead p. q.

#616 (2)
VIRGINIA - IN THE CIRCUIT COURT
OF ISLE OF WIGHT COUNTY

THE FEDERAL LAND BANK OF
BALTIMORE

vs: { Bill of Complaint
{

Find
9-26-32
N.A.E.
J. M. H. JORDAN, &c.

VIRGINIA - IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY

THE FEDERAL LAND BANK OF BALTIMORE, a corporation, ... Plaintiff

vs.

MARY E. JORDAN, W. C. Whitehead Sheriff of Isle
of Wight County and as such administrator of
J. M. H. JORDAN, Deceased, J. W. JORDAN
and DAISY CHAPMAN JORDAN, his wife, ... Defendants

THE ANSWER OF W. C. Whitehead SHERIFF OF ISLE OF WIGHT
COUNTY, VIRGINIA, AND AS SUCH ADMINISTRATOR OF THE ESTATE OF J. M.
H. JORDAN, DECEASED, TO A BILL OF COMPLAINT EXHIBITED AGAINST HIM
AND OTHERS IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY, VIRGINIA,
BY THE FEDERAL LAND BANK OF BALTIMORE.

For answer to said bill of complaint, or to so much thereof as
respondent is advised it is material he should answer, respondent
answering says that no estate has come into his hands for adminis-
tration.

W. C. Whitehead
Sheriff of Isle of Wight
County, Virginia, and as such
administrator of the estate
of J. M. H. Jordan, deceased.

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VIRGINIA - IN THE CIRCUIT
COURT OF ISLE OF WIGHT COUNTY

THE FEDERAL LAND BANK
OF BALTIMORE

Admitted
VS (ANSWER OF ~~SHERIFF~~

J. M. H. JORDAN &c.

Commonwealth of Virginia,

To the Sheriff of Isle of Wight County—Greeting:

WE COMMAND YOU, That you summon Mary E. Jordan; W. C. Whitehead,
Sheriff, and as such administrator of the estate of J. M. H. Jordan;
deceased; J. W. Jordan; and, Daisy Chapman Jordan

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 First Monday in
October, 1932, to answer a bill in chancery, exhibited
against them in our said Court by

The Federal Land Bank of Baltimore, a Corporation,

And have then and there this writ.

Witness, R. A. EDWARDS, Clerk of our said Court, at the Courthouse, this
26th day of September, 1932, and in the 157th
year of the Commonwealth.

R. A. Edwards Clerk.

Due, legal and sufficient service of the within summons is hereby accepted
this the 28th day of September, 1932,

W.C. Whitham
Sheriff, Isle of Wight County
and as such administrator of
the estate of J.M.H. Jordan,
deceased.

Executed the within summons this the 28th day of Sept. 1932
by serving a true copy of the same on Mary E. Jordan and
Daisy Chapman Jordan in person in the County of Isle of Wight.

W.C. Whitham Sheriff

Not finding J.W. Jordan at his usual place of abode I executed
the within summons this the 28th day of Sept. 1932 by serving
a true copy of the same on Daisy Chapman Jordan and explained
to her the purpose of same, she being a member of the family
of the said J.W. Jordan and over the age of sixteen years in
the county of Isle of Wight.

W.C. Whitham Sheriff

4
~~off for~~
~~22-2-32~~
The Federal Land Bank of Balti-
more

Vs. } CHANCERY NO.

Mary E. Jordan, et als

ORIGINAL SUBPOENA

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

Oct 3 1932

Returned, entered and filed.

Teste:

A. C. Edwards Clerk

To Rules

193

p. q.

VIRGINIA,

IN THE CIRCUIT COURT FOR THE COUNTY OF ISLE OF WIGHT;

The Federal Land Bank of Baltimore,..... Plaintiff

vs.

Mary E. Jordan, et als.,..... Defendants.

TO THE HONORABLE JUDGE OF THE CIRCUIT COURT FOR THE COUNTY
OF ISLE OF WIGHT:

The undersigned Special Commissioner begs leave to
make the following report:

That pursuant to a decree entered in this cause on
the 6th day of March 1933, he has collected from The Federal
Land Bank of Baltimore the accrued court costs and delinquent
taxes in this suit, and has paid out the same as follows:

Court costs,	\$ 30.45
Premium on Bond,	10.00
Printing hand bills and posting same	5.50
Delinquent taxes 1928-29 -30,	187.22
Taxes 1931-32,	87.09
Crier's fee,	10.00
Drawing deed and acknowledgment	10.50
Special Commissioner's commissions	80.00
5% of \$1600.00,	<u>\$420.76</u>

That your Commissioner has received from The Federal
Land Bank of Baltimore a receipt showing that the balance of
the purchase price of Eleven Hundred Seventy-nine Dollars
and Twenty-four Cents (\$1179.24) has been credited on the
bond held by the said The Federal Land Bank of Baltimore
and secured by the mortgage mentioned in these proceedings;
and, that your Commissioner has executed and delivered to the
said The Federal Land Bank of Baltimore a good and sufficient

deed, with special warranty, conveying the land in the
bill and proceedings mentioned, to the said Bank.

Respectfully submitted.


Special Commissioner.

Virginia,
In the Circuit Court for the
County of Isle of Wight.

The Federal Land Bank
of Baltimore, ...
..... Plaintiff

vs.

Mary E. Jordan, et als.,,
..... Defendants.

Special Commissioner's
Report.

1933
Apr 26 *Rec'd B. H. W.*

VIRGINIA,

IN THE CIRCUIT COURT FOR THE COUNTY OF ISLE OF WIGHT:

The Federal Land Bank of Baltimore,..... Plaintiff

vs.

Mary E. Jordan et als.,..... Defendants.

TO THE HONORABLE JUDGE OF THE CIRCUIT COURT FOR THE
COUNTY OF ISLE OF WIGHT:

The undersigned Special Commissioner begs leave to
make the following report:

That pursuant to a decree entered in this cause on the
11th day of November 1932, none of the defendants in said
cause having within thirty days from the entry of said decree,
redeemed the land in the bill and proceedings mentioned, your
Commissioner, after having advertised the time, terms and
place of sale as provided for in said decree, did, on February
18, 1933, in front of The Merchants and Farmers Bank, Incorporated,
of Smithfield, Virginia, offer for sale at public auction, the
land in the bill and proceedings mentioned and described as
follows:

"A certain tract or parcel of land in Hardy
Magisterial District, Isle of Wight County,
in the State of Virginia, containing three
hundred and twenty-four (324) acres, more
or less, known as the Beale or Vellines
farm, adjoining lands of C. C. Vellines,
A. B. Stott, Jr., Ida W. Stott, W. R. Hall,
C. S. Betts, et als."

It being the same land conveyed by mortgage
to The Federal Land Bank of Baltimore by
J. M. H. Jordan and wife, dated on 23d day
of July, 1926, and recorded in the Clerk's
Office of Isle of Wight County in Deed Book
number 98, page 31.

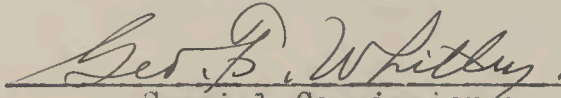
and that at said sale the property was struck off to The Federal Land Bank of Baltimore for the amount of Sixteen Hundred (\$1600.00) Dollars, that being the highest bid made therefor.

Your Commissioner respectfully represents that the above amount will not be sufficient to pay the costs of this suit and the delinquent taxes on said property, and the balance due The Federal Land Bank of Baltimore under its mortgage.

Your Commissioner here states that The Federal Land Bank of Baltimore desires to pay the costs of this suit and all delinquent taxes, and to credit the bond secured by the said mortgage with the balance of the purchase price.

Your Commissioner would recommend that the said sale be confirmed, and that he be authorized to execute a good and sufficient deed, with special warranty, conveying the said land to The Federal Land Bank of Baltimore, and to deliver the said deed upon the payment by the said Bank of the costs in this suit and all delinquent taxes on said property, taking from the said Bank a receipt for the balance of the purchase price as a credit on the bond secured by the said mortgage.

Respectfully submitted.


Special Commissioner.

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Virginia,
In the Circuit Court for
the County of Isle of
Wight:

The Federal Land Bank of
Baltimore,.....Plaintiff

vs.

Mary E. Jordan et als.,
..... Defendants.

Special Commissioner's
Report.

1433
Mar 6,
1904

SMITHFIELD, VA.

March 31st 1933

Mr R. A. Edwards

TO W. C. WHITEHEAD, DR.

SHERIFF

OF ISLE OF WIGHT COUNTY

4 Sub - Mineral Land B. & B. Co. in 1908 ^{0.50} per acre

2.00

Paid

March 31st 1933

W. C. Whitehead Dr. Hb.

VIRGINIA,

IN THE CIRCUIT COURT FOR THE COUNTY OF ISLE OF WIGHT:

The Federal Land Bank of Baltimore,..... Plaintiff

vs.

Mary E. Jordan et als.,..... Defendants.

This cause came on this day to be again heard on the papers formerly read and on the report of Geo. F. Whitley, Special Commissioner, this day by leave of Court filed, to which report there are no exceptions, and was argued by counsel:

And it appearing from said report that the said Special Commissioner pursuant to a decree entered in this cause on the 11th day of November 1932, (none of the defendants ~~in said cause~~ having within thirty days from the entry of said decree, redeemed the land in the bill and proceedings mentioned), ~~after having~~ advertised the time, terms and place of sale as provided for in said decree, did, on February, 18, 1933, in front of The Merchants and Farmers Bank, Incorporated, of Smithfield, Virginia, offer for sale at public auction, the land in the bill and proceedings mentioned and described as follows:

"A certain tract or parcel of land in Hardy Magisterial District, Isle of Wight County, in the State of Virginia, containing three hundred and twenty-four (324) acres, more or less, known as the Beale or Vellines farm, adjoining lands of C. C. Vellines, A. B. Stott, Jr., Ida W. Stott, W. R. Hall, C. S. Betts, et als."

It being the same land conveyed by mortgage to The Federal Land Bank of Baltimore by J. M. H. Jordan and wife, dated on 23d day of July, 1926, and recorded in the Clerk's Office of Isle of Wight County in Deed Book number 98, page 31.

~~and~~ that at said sale the said property was struck off to The Federal Land Bank of Baltimore for the sum of Sixteen Hundred (\$1600.00) Dollars, it being the highest bid made therefor; that the said amount of sixteen hundred (\$1600.00) dollars will not be sufficient to pay the accrued court costs and delinquent taxes on said property, and the balance due on the bond held by the said The Federal Land Bank of Baltimore, and secured by the mortgage in the bill and proceedings mentioned; that the said Special Commissioner recommends confirmation of the said sale; ~~on~~ consideration whereof, the Court doth confirm the said sale, and doth adjudge, order and decree, that the said Special Commissioner execute a good and sufficient deed, with special warranty, conveying the said land to The Federal Land Bank of Baltimore and to deliver the same to the said Bank, after having collected from the said Bank a sufficient amount to pay all accrued court costs, as well as all delinquent taxes on said property, and after having obtained from the said Bank a receipt for the balance of the purchase price which is to be treated as cash and to be credited on the bond held by the said Bank and secured by the mortgage mentioned in these proceedings.

And the said Special Commissioner is directed to report to Court how he has executed this decree.

And this cause is continued.

9 616
Virginia,
In the Circuit Court for
the County of Isle of
Wight:

The Federal Land Bank of
Baltimore,.....
.....Plaintiff

vs.

Mary E. Jordan et als.,...
..... Defendants.

DECREE

1935
Mar. 6.
F. L. B.
B. W.

Chancery
Chancery Order Book 9
Page. 20

VIRGINIA - IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY

THE FEDERAL LAND BANK OF BALTIMORE, a corporation, ... Plaintiff

vs.

MARY E. JORDAN, W.C. Whitlock Sheriff of Isle
of Wight County and as such administrator of
J. M. H. JORDAN, deceased, J. W. JORDAN
and DAISY CHAPMAN JORDAN, his wife, ... Defendants

This cause came on this day to be heard upon the Plaintiff's Bill, regularly matured at Rules and set for hearing, upon process returned executed against each of the defendants and taken for confessed as to them, upon the answer of W.C. Whitlock sheriff of Isle of Wight County and as such administrator of the estate of J. M. H. Jordan, deceased, ~~to which the Plaintiff does not deem it necessary to reply,~~ and was argued by Counsel.

~~Upon consideration whereof,~~ and it appearing to the Court that on the 23rd day of July, 1926, J. M. H. Jordan and Mary E. Jordan executed and delivered to the Plaintiff, The Federal Land Bank of Baltimore, their promissory note whereby they promised to pay to the Plaintiff the principal sum of Two Thousand Dollars (\$2000.00) with interest thereon at the rate of five and one-half per cent ($5\frac{1}{2}\%$) per annum, the said principal and interest being dischargeable in sixty-nine (69) semi-annual installments, and to secure the payment of the debt aforesaid, represented by the said note, and the interest to accrue thereon, the said Defendants, J. M. H. Jordan and Mary E. Jordan, on the 23rd day of July, 1926, by their certain deed commonly called a mortgage, conveyed to the Plaintiff in fee simple all that certain tract or parcel of land in Hardy Magisterial District, Isle of Wight County, Virginia, containing 318 acres, more or less, and in said mortgage deed fully described, and in these proceedings mentioned, which said mortgage is of record in the Clerk's Office of Isle of Wight County, Virginia, in Deed Book No. 98, page 31.

And it further appearing to the Court that by deed dated

January 2, 1929, and recorded in the Clerk's Office of Isle of Wight County, Virginia, in Deed Book 101, page 104, J. M. H. Jordan and Mary E. Jordan conveyed said mortgaged land to J. W. Jordan and Daisy Chapman Jordan; said J. W. Jordan having by formal assumption agreement dated January 19, 1929, assumed and agreed to pay the mortgage debt of the Plaintiff, which said assumption agreement has heretofore been filed as an exhibit with Plaintiff's Bill of Complaint.

And it further appearing to the Court that the Defendants made default in the payment which became due and payable on the 23rd day of January, 1931, and that there is now due to the Plaintiff by the Defendants, Mary E. Jordan, W.C. Whitehead Sheriff of Isle of Wight County and as such administrator of J. M. H. Jordan, deceased, and J. W. Jordan on account of said mortgage debt, the sum of \$1911.87, with interest thereon at the rate of $5\frac{1}{2}\%$ ^{per cent} per annum from July 23, 1930, together with a collection fee of 5% ^{per cent} on the gross amount of the debt, ~~which said fee is provided to be paid in the said note in case it is necessary to resort to legal proceedings to collect said debt, and the further sum of \$1.73, an insurance premium paid under the terms and conditions of the said mortgage with interest thereon at the rate of 6% ^{per cent} per annum from the 21st day of August, 1930, and the further sum of \$1.73, an insurance premium paid under the terms and conditions of the said mortgage with interest thereon at the rate of 6% ^{per cent} per annum from August 21, 1931, and the further sum of \$1.73, an insurance premium paid under the terms and conditions of the said mortgage with interest thereon at the rate of 6% ^{per cent} per annum from August 21, 1932, DOTH SO DECIDE.~~

And the Court being of opinion that under the terms, conditions and covenants of the said mortgage, and of the note secured thereby, the Plaintiff hath the right to require of the Defendants the payment of the whole mortgage debt, principal and interest, together with the collection fee of 5% ^{per cent} on the gross amount of the debt due, ~~provided for in the said note, and upon the failure of the Defendants~~

*²

"A certain tract or parcel of land in Hardy Magisterial District, Isle of Wight County, in the State of Virginia, containing three hundred and twenty-four (324) acres, more or less, known as the Beale or Vellines Farm, and adjoining lands of C. C. Vellines, A. B. Stott, Jr., Ida W. Stott, W. R. Hall, C. S. Betts, et als."

to make such payment, to have the mortgaged land sold and to have the fund arising therefrom applied to the discharge of said mortgage debt, DOTH SO DECIDE.

And the Court doth adjudge, order and decree that unless the Defendants, Mary E. Jordan, W.C. Whitehead Sheriff of Isle of Wight County and as such administrator of J. M. H. Jordan, deceased, and J. W. Jordan, or someone for them, shall within thirty days from the entry of this decree, redeem the said land by paying to the Plaintiff, The Federal Land Bank of Baltimore, the sum of \$1911.87, with interest thereon at the rate of ^{5 1/2%} ~~5%~~ per annum from July 23, 1930, and a ~~said~~ collection fee of ~~5%~~ on the gross amount of the debt due, as provided in the note, and in addition thereto the sum of \$1.73, an insurance premium paid, with interest thereon ^{as above said} at the rate of ~~6%~~ per annum from the 21st day of August, 1930, and the further sum of \$1.73, ~~an insurance premium paid, with interest thereon at the rate of 6%~~ per annum from August 21, 1931, and the further sum of \$1.73, ~~an insurance premium paid, with interest thereon at the rate of 6%~~ per annum from August 21, 1932, and the costs of this suit, then George F. Whitley and I. P. Whitehead, who are hereby appointed Special Commissioners for the purpose, either or both of whom may act, shall, after first advertising the time, terms and place of sale in such manner ^{at least ten or more public places in the neighborhood} as will be most likely to attract bidders, sell the land in the bill and proceedings mentioned, ^{*2} and on which said The Federal Land Bank of Baltimore holds its said mortgage, at public auction to the highest bidder in front of the Court House of Isle of Wight County, Virginia, or upon the premises, or at such other public place as the Commissioners may deem proper, and upon the following terms, to wit: for cash as to a sum sufficient to pay the costs of the suit and sale and taxes, one-half of which is to be paid on the day of sale, the balance upon confirmation of sale, the remainder of the purchase price payable in one, two, three, four and five years after date in equal installments and to be evidenced by notes, executed by the purchaser or purchasers, payable to the Commissioners

in this cause, bearing interest from day of sale and containing a waiver of the homestead exemption, title to said land to be retained by the said Commissioners until the whole of the purchase money shall be paid, or for all cash at the option of the purchaser.

But before acting under this decree, the said Commissioners, or the one acting, shall enter into bond with approved security before the Clerk of this Court in the penalty of \$ 2000⁰⁰, conditioned for the faithful performance of his or their duties as such Commissioners, under this and any future decrees or orders which may be entered in this cause. Said Commissioners shall report to Court.

And this cause is continued.

I would like to have the description
of the land to be sold inserted in this
notice at *p2 - then let the notice
follow as written. P.W.W.

Will endorse the letter
if you can insert description
then you can proceed.

VIRGINIA - IN THE CIRCUIT
COURT OF ISLE OF WIGHT COUNTY

616.

THE FEDERAL LAND BANK
OF BALTIMORE

VS (DECREE

J. M. H. JORDAN &c.

We ask for this decree:

J. P. Whitehead

Counsel for Plaintiff

Enter this:

1432
Nov 16
P. H. W.

9-58✓

Judge

VIRGINIA - IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY

THE FEDERAL LAND BANK OF BALTIMORE, a corporation, ...Plaintiff

vs.

MARY E. JORDAN, The administrator of
J. M. H JORDAN, deceased, when one shall
have been appointed, and J. W. JORDAN
and DAISY CHAPMAN JORDAN, his wife, ...Defendants

SUMMONS IN CHANCERY TO FIRST OCTOBER RULES, 1932.

Geo. F. Whitley
C. C. Seymour
J. P. Whitehead

To the Clerk of the Circuit Court:

Please issue process in the suit above styled as per memorandum, and place the same in the hands of the Sheriff for service on the defendants.

Motion for the appointment of an administrator of J. M. H. Jordan, deceased, herewith enclosed.

I enclose herewith check for \$10.00 costs, that being the amount of deposit generally required by the Clerks in Virginia for Sheriff and Clerk. Please sign and return the slip to be found in the return envelope, acknowledging receipt of these enclosures.

Very truly yours,

C. C. Seymour
Counsel

September 20, 1932.
JH

616 (1)

Fed. Land Bank

vs

memo

May E. Jordan et
als

9-16-32

Filed

Provs. Summ.

Dep. of 10⁰⁰

Cost gen. supp
as above 250
Ad supp fee 200
450

VIRGINIA - IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY

THE FEDERAL LAND BANK OF BALTIMORE, a corporation, ... Plaintiff

vs. b/lb

MARY E. JORDAN et als, ... Defendants

This cause came on this day to be again heard on the papers formerly read and on the report of Geo. F. Whitley, Special Commissioner, this day by leave of Court filed, to which report there are no exceptions, and was argued by Counsel.

And it appearing from said report that the said Special Commissioner, pursuant to a decree entered in this cause on the 6th day of March, 1933, has collected from the said The Federal Land Bank of Baltimore all accrued court costs and delinquent taxes, amounting to Four Hundred Twenty Dollars and Seventy-six Cents (\$420.76), and has paid out the same as follows:

Court costs, ...	\$ 30.45
Premium on Bond, ...	10.00
Printing handbills and posting same, ...	5.50
Delinquent taxes 1928-29-30, ...	187.22
Taxes 1931-32, ...	87.09
Crier's fee, ...	10.00
Drawing deed and acknowledgment, ..	10.50
Special Commissioner's commissions, 5% of \$1600.00, ...	80.00

that the said Special Commissioner has received from the said The Federal Land Bank of Baltimore receipt showing that the balance of the purchase price for the land sold in these proceedings, amounting to \$1179.24, has been credited on the bond held by the said The Federal Land Bank of Baltimore and secured by the mortgage mentioned in these proceedings, and has executed and delivered to the said The Federal Land Bank of Baltimore the deed of conveyance as provided for in the decree above mentioned, on consideration whereof, the Court doth confirm the said report.

And it appearing to the Court that after crediting the said mortgage debt of the said J. M. H. Jordan and Mary E. Jordan by

the sum of \$1179.24, there remains due to The Federal Land Bank of Baltimore on account of its mortgage debt the sum of \$1111.67, with interest thereon at the rate of ^{per cent} $5\frac{1}{2}\%$ per annum from the 18th day of February, 1933; it is adjudged, ordered and decreed that The Federal Land Bank of Baltimore do recover of W. C. Whitehead, administrator of the estate of J. M. H. Jordan, deceased, and Mary E. Jordan, the aforesaid sum of \$1111.67, with interest thereon at the rate of ^{per cent} $5\frac{1}{2}\%$ per annum from the 18th day of February 1933, the aforesaid sum being the remainder due on said mortgage to The Federal Land Bank of Baltimore, and the Clerk of this Court is directed to record this judgment on the judgment lien docket as a judgment obtained on an instrument waiving the homestead exemption and shall issue execution thereon and place the same in the hands of the sheriff.

And it is further ordered that the Clerk of this Court shall, upon the request of the purchaser, The Federal Land Bank of Baltimore, issue a writ of possession directed to the sheriff requiring him to place the purchaser or its agent in immediate possession of said land.

And nothing further remaining necessary to be done in this cause, it is ordered that the same be removed from the docket and that the papers herein be, by the Clerk of this court, filed among the ended chancery causes in the Clerk's Office of this Court and indexed according to law, and that the said Geo. F. Whitley, Special Commissioner, and the surety on the bond heretofore executed in this cause by him, be, and they are hereby released from any further liability on account of said bond.

616

VIRGINIA - IN THE CIRCUIT
COURT OF ISLE OF WIGHT COUNTY

THE FEDERAL LAND BANK
OF BALTIMORE

VS (DECREE

MARY E. JORDAN et al

We ask for this decree:

Geo. F. Whitley
J. P. Whithead

Counsel for Plaintiff

Enter this:

1933
Apr. 26
Boys

Judge

C. C. B # 9

Pr 95

VIRGINIA

\$2,000.00 AMORTIZATION FIRST MORTGAGE NOTE

No. 23623

Dated at the TWENTY THIRD day of JULY 1926

For Value Received, WE promise to pay to the order of THE FEDERAL LAND BANK OF BALTIMORE at its office in the CITY OF BALTIMORE, IN THE STATE OF MARYLAND, the principal sum of

TWO THOUSAND

Dollars, lawful money of the United States

and interest on the whole of said principal sum from time to time remaining unpaid, from date hereof until paid,

at the rate of FIVE AND ONE-HALF per centum per annum, payable semi-annually, both principal and interest being payable on an amortization plan and in accordance with amortization tables provided by the FEDERAL

LAND LOAN BOARD, in manner and form as follows: in SIXTY-EIGHT semi-annual payments of

SIXTY-FIVE

Dollars and NO Cents each,

beginning on the TWENTY THIRD day of JANUARY 1927, and payable on the

TWENTY THIRD day of JANUARY and JULY in each and every year, and a final payment of

SIXTY-FOUR

Dollars and

EIGHTY-FOUR

Cents

payable on the TWENTY THIRD day of JANUARY 1931 unless this note be sooner paid as herein provided.

At any payment period after five years from date hereof any maker of this note, shall have the privilege of paying on the principal sum of Twenty-five Dollars (\$25.00), or any multiple thereof, or the entire amount then due. Such additional payments, if any, shall not reduce thereafter the periodical payments herein contracted to be made, but shall operate to discharge the debt at an earlier date, by reducing the percentage applicable to interest and increasing the percentage applicable to principal.

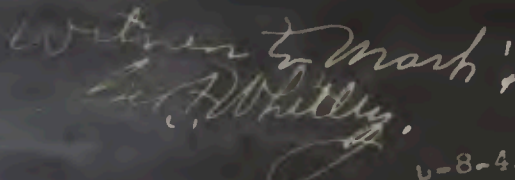
All payments not made when due shall thereafter bear interest until paid at the highest rate allowable under the laws of this State not exceeding eight per centum per annum. If any default be made in any of such payments or in case of failure to comply with any of the requirements or covenants contained in the mortgage given by the makers to secure the payment of this note, then at the election of the holder of this note, without presentment or demand, the principal sum thereof, and all accrued interest thereon shall at once become due and payable, including a collection fee of five per cent. and costs.

Each and every maker and endorser of this note does hereby expressly waive the benefit of all exemptions, homestead or otherwise under the laws of this State, and agrees to pay same without any offset whatsoever.

This note is secured by a first mortgage conveying certain real estate in the County of

SPOTSYLDEN

State of Virginia.

Witness my mark:

 J. M. H. Jordan

V-8-4-26

Name J. M. H. Jordan

Residence Spotsfield, Va.

LV

L-7-22-26

J. M. H. Jordan
 May E. Jordan
 May E. Jordan

23623

PRINCIPAL \$2,000.00 RATE 5½% SEMI-ANNUAL INSTALLMENTS \$65.00 FINAL INSTALLMENT \$64.84

AMORTIZATION TABLE

Year Due	No.	Interest	Principal	Date Paid	Initial	Balance
1927	1	55.00	10.00	1-1	✓	1990.00
1927	2	54.73	10.27	7-1	✓	1979.73
1928	3	54.44	10.56	1-1	✓	1969.17
1928	4	54.15	10.85	7-1	✓	1958.32
1929	5	53.86	11.14	1-1	✓	1947.18
1929	6	53.55	11.45	7-2	✓	1935.73
JAN 30	7	53.23	11.77	1-25	✓	1923.96
1930	8	52.91	12.09	7-15-20	✓	1911.87
19	9	52.58	12.42			1899.45
19	10	52.23	12.77			1886.68
19	11	51.88	13.12			1873.56
19	12	51.53	13.47			1860.09
19	13	51.15	13.85			1846.24
19	14	50.77	14.23			1832.01
19	15	50.38	14.62			1817.39
19	16	49.98	15.02			1802.37
19	17	49.56	15.44			1786.93
19	18	49.14	15.86			1771.07
19	19	48.71	16.29			1754.78
19	20	48.26	16.74			1738.04
19	21	47.79	17.21			1720.83
19	22	47.32	17.68			1703.15
19	23	46.84	18.16			1684.99
19	24	46.34	18.66			1666.33
19	25	45.82	19.18			1647.15
19	26	45.30	19.70			1627.45
19	27	44.76	20.24			1607.21
19	28	44.19	20.81			1586.40
19	29	43.63	21.37			1565.03
19	30	43.04	21.96			1543.07
19	31	42.43	22.57			1520.50
19	32	41.81	23.19			1497.31
19	33	41.18	23.82			1473.49
19	34	40.52	24.45			1449.01
19	35	39.85	25.15			1423.86
19	36	39.15	25.85			1398.01
19	37	38.45	26.55			1371.46
19	38	37.71	27.29			1344.17
19	39	36.97	28.03			1316.14
19	40	36.19	28.81			1287.33

AMORTIZATION TABLE

Year Due	No.	Interest	Principal	Date Paid	Initial	Balance
19	41	35.40	29.60			1257.73
19	42	34.59	30.41			1227.32
19	43	33.75	31.25			1196.07
19	44	32.89	32.11			1163.96
19	45	32.01	32.99			1130.97
19	46	31.10	33.90			1097.07
19	47	30.17	34.83			1062.24
19	48	29.22	35.78			1026.46
19	49	28.22	36.78			989.68
19	50	27.22	37.78			951.90
19	51	26.18	38.82			913.08
19	52	25.11	39.89			873.19
19	53	24.01	40.99			832.20
19	54	22.88	42.12			790.08
19	55	21.73	43.27			746.81
19	56	20.54	44.46			702.35
19	57	19.31	45.69			656.66
19	58	18.06	46.94			609.72
19	59	16.77	48.23			561.49
19	60	15.44	49.56			511.93
19	61	14.08	50.92			461.01
19	62	12.67	52.33			408.68
19	63	11.24	53.76			354.92
19	64	9.76	55.24			299.68
19	65	8.24	56.76			242.92
19	66	6.68	58.32			184.60
19	67	5.08	59.92			124.68
19	68	3.43	61.57			63.11
19	69	1.73	63.11			

(Interest payments ruled out are not paid.)

For value received we hereby guarantee the payment of the within note, according to the terms thereof, both as to principal and as to interest.

Isle of Wight Co. NATIONAL FARM LOAN ASSOCIATION.

By *C. S. Haverly* Sec.-Treas.
By *W. A. Chapman* President.

✓

815
134/23/24 8-84-116
REC'D JAN 23 1929
23623

The Federal Land Bank of Baltimore
ASSUMPTION AGREEMENT AND STOCK TRANSFER

WHEREAS, by mortgage recorded in the office for the recording of mortgages in Isle of Wight county, in the State of Virginia, in _____ book _____, page _____, the undersigned, J. M. H. Jordan, hereinafter called the vendor, conveyed to The Federal Land Bank of Baltimore 318 acres of land in said county to secure the payment to said Bank of a loan for the principal sum of \$ 2000, evidenced by the note of the vendor payable as therein set out, and as a part of the transaction subscribed to 20 shares of the capital stock of the National Farm Loan Association of said county, which stock is held by said Farm Loan Association as collateral security for said loan; and

WHEREAS, the undersigned, J. M. H. Jordan, hereinafter called the vendee, has purchased said land from said vendor, and desires to be elected as a member of said association in the place of said vendor, and said vendee desires to assume all the obligations incident to said loan which were incurred by, or are now or hereafter to be binding on said vendor;

NOW, THEREFORE, in consideration of the premises and of the several obligations and benefits and privileges hereinafter set out, said vendor hereby sells, transfers and assigns unto said vendee all his right, title and interest in said stock, and authorizes C. O. Haversty, with full power of substitution, to make the necessary transfer of such stock on the books of said association.

It is expressly understood and agreed, however, that in consideration of the assent of said Association and of said Bank to the transfer of stock above recited, and to the substitution of said vendee as a member of said association in the place of said vendor, the personal liability of said vendor for the payment of the balance now or hereafter to become due and payable on said note and the vendor's personal obligations undertaken in said mortgage shall in no wise be released or affected by such membership substitution or such stock assignment, but shall remain in as full force and effect as if said land had not been sold by said vendor to said vendee and such stock transfer and membership substitution had not been effected.

And in consideration of the premises and of his acceptance by said Association and said Bank as a member of said Association in the place of said vendor, said vendee accepts the transfer to him of said stock and the sale to him of said land subject to all the obligations, limitations, terms and conditions which bound said vendor, and hereby personally obligates himself to perform and be subject to the same, and to all the pertinent provisions of the Farm Loan Act and amendments thereof, in the same manner as if he had been the original borrower from said Bank and such obligations, limitations, terms and conditions had referred in terms to him; it being understood and agreed that said stock shall continue as collateral for said loan in the same manner and to the same extent as originally provided, and shall so continue during the life of said loan.

Said vendee hereby declares that he is eligible for membership in said Association in accordance with the provisions of said Farm Loan Act and amendments, and that he has paid or agreed to pay for said land in the following manner:

Cash	\$ <u>✓</u>
By assuming mortgage in favor of said Bank	\$ <u>2000⁰⁰</u>
By assuming outstanding other mortgages	\$ <u>✓</u>
By trading other property, cash value of which is	\$ <u>✓</u>
Total Purchase Price	\$ <u>2000⁰⁰</u> ✓

and that he owns other lands on which there are loans from said Bank through National Farm Loan Association, as follows: This is the father transferring his property to his son - who will take charge of everything.

SIGNED and Sealed in DUPLICATE this 19th day of January, 1929
(Signature of Vendor) J. M. H. Jordan (SEAL)
(Signature of Vendee) C. O. Haversty (SEAL)

Witness:

Sally A. Wright
C. O. Haversty

CERTIFICATE OF SECRETARY-TREASURER

I hereby certify that on the 24th day of January, 1929, the Board of Directors of the Isle of Wight County National Farm Loan Association, at a meeting held after due and lawful notice, elected by a two-thirds vote the above-mentioned J. M. H. Jordan as a member of said Association in the place of said J. M. H. Jordan.

C. O. Haversty
Secretary-Treasurer.
Isle of Wight County N. F. L. Ass'n.

Note—When fully executed one copy must be sent to Federal Land Bank and one retained by the Farm Loan Association.

616

6

Bond

The Federal Land Bank of Baltimore
vs

Mary E. Jndaw, et al.

Filed

January 27, 1933.

a copy

No.

Know all Men by These Presents: That we

GEROGE F. WHITLEY

principal ,

and

THE FIDELITY & DEPOSIT COMPANY, OF MARYLAND,

surety ,

are held and firmly bound unto the Commonwealth of Virginia in the just and full sum of two thousand dollars (\$2000) to the payment whereof well and truly to be made we bind ourselves and each of us, our and each of our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

And as to this bond we hereby severally waive the benefit of our Homestead Exemption, and also any right, claim or privilege to discharge any liability arising hereunder to the said Commonwealth, or by virtue of the said office or trust for which this bond is given, with coupons detached from the bonds of this State.

IN TESTIMONY WHEREOF, The said GEORGE F. WHITLEY

principal ,

and the said The Fidelity & Deposit Company, of Maryland,

surety

by R. A. Edwards

, its duly authorized

agent and attorney in fact, has caused its corporate name and seal to be hereunto affixed, the said seal to be attested

by the signature of the said R. A. Edwards

, its said agent and attorney

in fact, this the 27th

day of

January

A. D. 1933.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound George F. Whitley, who was, by a decree of the Circuit Court of the County of Isle of Wight, entered on the 11th day of November, 1932, in the Chancery Case of Federal Land Bank of Baltimore, vs Mary E. Jordan, et als, #616, appointed special commissioner

shall faithfully discharge the duties of his office or trust as such Special Commissioner, then the above obligation to be void, or else to remain in full force and virtue.

George F. Whitley [SEAL]
Fidelity and Deposit Company of Maryland
By R. A. Edwards
Attorney-in-Fact

By.....

Its duly authorized agent and attorney in fact.

Attest: R. A. Edwards

Agent and attorney in fact.

Virginia: In the Clerk's Office of the Circuit Court of the County of Isle of Wight the 27th

day of January 1927, this bond was duly executed and acknowledged by the obligors to the same and ordered to be recorded.

R. A. Edwards Clerk.

THE FEDERAL LAND BANK OF BALTIMORE

ST. PAUL AND TWENTY FOURTH STREETS

DISTRICT N° 2

OFFICERS AND DIRECTORS

YULOSKI, VAIDEN, PRESIDENT
HORACE S. WYNN, VICE-PRES. & TREAS.
CHAS. S. JACKSON, VICE-PRES. & SECY.
DAVID G. HARRY, VICE-PRES.
IRVING P. WHITEHEAD, GENERAL COUNSEL
JOHN H. MURRAY
JOHN H. JOHNSON
GEO. P. ALDERSON

IRVING P. WHITEHEAD, GENERAL COUNSEL
WILLIAM BEASLEY, ATTORNEY
CHARLES W. HELD, ATTORNEY
CHARLES C. SEYMOUR, ATTORNEY
FLORENCE M. LAYNOR, ATTORNEY

BALTIMORE, Md.

DIRECT REPLY TO
THE FEDERAL LAND BANK OF BALTIMORE
FOR ATTENTION OF

April 26, 1933

F. M. Laynor

Clerk of the Circuit Court,
Isle of Wight County,
Isle of Wight, Va.

Dear Sir:

In re: The Federal Land Bank of Baltimore
vs.
W. C. Whitehead, adm'r of the estate of
J. M. H. Jordan, dec'd. Mary E. Jordan

If execution has been issued upon the judgment entered in favor of The Federal Land Bank of Baltimore in the above suit, kindly advise us as to the return made by the Sheriff.

If there has been no execution, we desire that one be issued and, if the Sheriff can find no personal property upon which to levy, we request that the return be made "no effects."

Very truly yours,

F. M. Laynor

J. M. Laynor
Attorney

FML: AF
enc. env.

Everett Wadley Co.,
Stationers and Printers,
Richmond, Va.

Form No. 310—Clerk's Certificate that Commissioner has given Bond. Code 1919, Sec. 6269

Virginia: In the Clerk's Office of the Circuit Court of the County
of Isle of Wight

The Federal Land Bank of Baltimore Plaintiff , }
 AGAINST #616
Mary E. Jordan, et als Defendant , }

I, R. A. Edwards, Clerk of the said Court, do certify that
the bond required of the Special Commissioner by the decree rendered in said cause on the
11th day of November, 1932, has been duly given.

Given under my hand as Clerk of the said Court, this 27th day
of January, 1933.

R. A. Edwards.
ach

Chancery #616

7

The Federal Land Bank of
Baltimore

vs

Mary E. Jordan, et als.

Find

1/27/33

R.H.E.