

1933-044 Chancery Causes: Federal Land Bank of Baltimore VS Aubrey C. Lyon & Maywood
Isle of Wight County E. Lyon

495

Other surnames: Vaiden

THE FEDERAL LAND BANK OF BALTIMORE

OFFICERS AND DIRECTORS

ST. PAUL AND TWENTY FOURTH STREETS

DISTRICT NO 2

VULOSKO VAIDEN, PRESIDENT
DAVID G. HARRY, VICE-PRESIDENT
CALVIN R. TITLOW, SECRETARY
HORACE S. WYNN, TREASURER
JOHN H. MURRAY
IRVING P. WHITEHEAD
JOHN H. JOHNSON

IRVING P. WHITEHEAD, ACTING GENERAL COUNSEL
WILLIAM BEASLEY, ATTORNEY
CHAS. W. HELD, ATTORNEY

BALTIMORE, Md. November 24, 1926

Mr. R. A. Edwards, Clerk,
Isle of Wight Court House,
Virginia

The Federal Land Bank of Baltimore

Vs.

Dear Mr. Edwards:

Aubrey C. Lyon &c.

I thank you for yours of the 22nd informing me that the defendants, Aubrey C. Lyon and Maywood E. Lyon, his wife, are not residents of Virginia. I am herewith enclosing you an affidavit for order of publication in this case and will thank you to have it inserted at once and direct the printer to mail his bill to us and we will remit promptly.

Again thanking you for the information,

I am

Yours very truly,



Acting General Counsel

IPW:S

Encl.

Everett Waddey 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 Delaware -

Federal Land Bank of Baltimore Plaintiff , }
AGAINST rs. #495.
A. C. Lyon et al. Defendant , }

I, N. 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
7th day of March, 1927, has been duly given.

Given under my hand as Clerk of the said Court, this 6th day
of April, 1927.
N. A. Edwards
Clerk

Fed. Land Bank of Paets.

Ys. 495.

A. C. Lyon et al.

Certificate of Land having
been given.

Done R. A. Edwards.
ch.

No.

Know all Men by These Presents: That we George F. Whitley,

principal

and

The Fidelity And Deposit Company Of Maryland,

surety

are held and firmly bound unto the Commonwealth of Virginia in the just and full sum of Nine Thousand Dollars 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

Fidelity And 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

6th

day of

April

A. D. 1927.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bound

George F. Whitley, who was

by the Circuit Court of the County of Isle Of Wight on the 7th day of March 1927, appointed a Special Commissioner in the suit of Federal Land Bank Of Baltimore Vs. A. C. Lyon et als, docket No. 495, which said suit is pending in the said Circuit Court of said County,

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

6th

day of

1927

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

R. A. Edwards

Clerk.

Fed. Land¹⁰ Bk of Balto
vs Bond Copy. 495
A. C. Lyon at es.

a copy.

Filed Apr 6-27

Atte A. A. Edwards
ek

TO THE CLERKS OF COURTS:

Under a decision of the *United States Supreme Court*, and opinion of the *Attorney General of Virginia*, Mortgages given to The Federal Land Bank of Baltimore Are Exempt from the payment of a State Tax heretofore charged for the recordation of the same.

Federal Land Bank of Baltimore

FO
20

2-8-14-25

VIRGINIA

AMORTIZATION MORTGAGE

This Mortgage made this FOURTEENTH day of JUNE
in the year One Thousand Nine Hundred and TWENTY-THREE, by and between

AUBREY C. LYON and MAYWOOD E. LYON, his wife,

of ISLE OF WIGHT County, in the State of Virginia, hereinafter referred to as party of the first
part, and THE FEDERAL LAND BANK OF BALTIMORE, of Baltimore, Maryland, 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 FEDERAL LAND BANK OF
BALTIMORE in the full and just principal sum of SIX THOUSAND Dollars
(\$ 6,000.00), current money, this day loaned the said party of the first part by said 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 FOURTEENTH day of JUNE, 1923, for said
principal sum of SIX THOUSAND Dollars,
with interest thereon at the rate of FIVE and ONE-HALF per centum, per annum, payable to the
order of said Bank in SIXTY-EIGHT semi-annual payments of ONE HUNDRED NINETY-FIVE Dollars and NO Cents each and a
final payment of ONE HUNDRED NINETY-FOUR Dollars and FORTY-TWO Cents,
said payments beginning six months from the date thereof; 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, as 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 FEDERAL LAND
BANK OF BALTIMORE, its successors and assigns, with general warranty of title, the following described property, to wit:—

ALL that certain tract, piece or parcel of land situate, lying and
being in the Newport Magisterial District, in the County of Isle of
Wight, State of Virginia, containing 250 acres, be the same more or less,
and bounded and described as follows:—

On the west by the county road leading from Isle of Wight Court House
to Smithfield, on the south by the County roads lead from Uzzells Church
to Isle of Wight Court House, on the east by the land belonging to John
Godwin and Julius C. Godwin, and on the north by the lands of Ann R.
Young.

Being part of the same land that was conveyed to W. F. Moody and J.
L. Warner by deed from A. S. Johnson, Trustee, dated January 31, 1923,
and recorded in the clerk's office of said county in deed book 93, page
446, and being also the same land that was conveyed by said J. L. Warner
and wife and said W. F. Moody and wife to said Aubrey C. Lyon by deed
duly executed and recorded in said office prior to the recordation of this
mortgage.

TOGETHER with all buildings and improvements thereon and all rights, roads, ways, waters, privileges, 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 to be performed, then this mortgage shall be void.

The said party of the first part in the application for this loan, has made certain representations to said Bank as to the purpose or purposes for which the money loaned on this mortgage was borrowed. Such representations are hereby specifically referred to and made part of this mortgage.

This mortgage is made to said Bank as a Federal Land Bank doing business under the "Federal Farm Loan Act," approved July 17th, 1916, and amendments 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 as herein provided for, the Bank may make such payments, or maintain such 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.

At any payment period after five years from date hereof, the party of the first part shall have the privilege of paying on the principal of the debt hereby secured, the sum of Twenty-five dollars, 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 this debt at an earlier date, by reducing the percentage applicable to interest and increasing the percentage applicable to principal.

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 heirs, personal representatives and assigns, does hereby duly covenant to pay when legally demandable. But if any of the payments in 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 an 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 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 party to any suit or legal proceeding 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 interests, 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 cases 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 said party of the first part has heretofore given, made or granted to any person or corporation any option, lease, right or privilege for 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 part, 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 before the making of this indenture, but is thereafter 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 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.....

FIFTEEN HUNDRED

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 Mortgagor.....

TESTE:

Aubrey C. Lyon [SEAL]
Maywood E. Lyon [SEAL]
[SEAL]
[SEAL]
[SEAL]
[SEAL]

STATE OF VIRGINIA,

County of ISLE OF WIGHT to wit:
I, Geo. B. Whitley a Commissioner in chancery for the circuit Court
aforesaid, in the State of Virginia, do certify that
AUBREY C. LYON and MAYWOOD E. LYON, his wife,

whose names are signed to the foregoing mortgage bearing date on the FOURTEENTH day
of JUNE, 1923, have acknowledged the same before me in my County aforesaid.

Given under my hand this 18th day of June, 1923

Geo. B. Whitley
Notary Public.
Commissioner in chancery.

My Commission expires.....

ead

VIRGINIA:

In the office of the Clerk of the Circuit Court for the County of Isle of Wight in the State
aforesaid, the 28th day of August, 1923.

The foregoing mortgage was this day presented in said office, and together with the certificate of acknowledgement thereto
annexed was duly admitted, to record at 10 o'clock A M., and indexed according to law.

TESTE:

R. A. Edwards Clerk
By E. Ray Wiles

**VIRGINIA
MORTGAGE**

No. _____

FROM

AUBREY C. LYON

and

MAYWOOD E. LYON

TO

THE FEDERAL LAND BANK
OF BALTIMORE

Application No. 63... Association No. V-84

The ISLE OF WIGHT County

National Farm Loan Association of
SMITHFIELD

Virginia.

The within mortgage is recorded in

Book No. 94 P 145

and examined.

Clerk.

Tax, - - - \$

Cost of Record, \$ 4.00

To the Clerk }

Please record this mortgage promptly and immediately thereafter mail same direct to

THE FEDERAL LAND BANK of Baltimore,
BALTIMORE, MD.

GN

DO NOT RECORD

Upon

Annexed to

Presented with

the original mortgage was the following release:—

For value received, THE FEDERAL LAND BANK OF BALTIMORE, does hereby release the lien of the within and foregoing mortgage, the loan secured thereby having been fully paid and satisfied, and the note described therein duly cancelled; and

is hereby designated as the authorized agent of the said Bank, to enter payment and make release of the said lien on the record book in which the said mortgage is recorded.

AS WITNESS the hand of the PRESIDENT of THE FEDERAL LAND BANK OF BALTIMORE, with the corporate seal affixed, duly attested by the Secretary this _____ day of _____ in the year _____

ATTEST:

President.

Secretary.

STATE OF MARYLAND,

CITY OF BALTIMORE, to wit:—

I, _____, a Notary Public, in and for the State and City aforesaid, do certify that _____ and _____ whose names are signed to the writing above, bearing date on the _____ day of _____, 192_____, have acknowledged the same before me in my State and City aforesaid.

Given under my hand and official seal, this _____ day of _____, 192_____.

Notary Public.

Commission Expires _____

PRINCIPAL \$6,000.00 RATE 5½% SEMI-ANNUAL INSTALLMENTS \$195.00 FINAL INSTALLMENT \$194.22

AMORTIZATION TABLE

Year Due	No.	Interest	Principal	Date Paid	Initial	Balance
1924	1	165.00	30.00	1-31	2	5970.00
1924	2	164.18	30.82	7-17	1	5939.18
1924	3	163.33	31.67	12-17	2	5907.51
1925	4	162.46	32.54	7-30	24	5874.97
1926	5	161.56	33.44	3-15	24	5841.53
19	6	160.64	34.36			5807.17
19	7	159.70	35.30			5771.87
19	8	158.73	36.27			5735.60
19	9	157.73	37.27			5698.33
19	10	156.70	38.30			5660.03
19	11	155.65	39.35			5620.68
19	12	154.57	40.43			5580.25
19	13	153.46	41.54			5538.71
19	14	152.31	42.69			5496.02
19	15	151.14	43.86			5452.16
19	16	149.93	45.07			5407.09
19	17	148.69	46.31			5360.78
19	18	147.42	47.58			5313.20
19	19	146.11	48.89			5264.31
19	20	144.77	50.23			5214.08
19	21	143.39	51.61			5162.47
19	22	141.97	53.03			5109.44
19	23	140.51	54.49			5054.95
19	24	139.01	55.99			4998.96
19	25	137.47	57.53			4941.43
19	26	135.89	59.11			4882.32
19	27	134.26	60.74			4821.58
19	28	132.59	62.41			4759.17
19	29	130.88	64.12			4695.05
19	30	129.11	65.89			4629.16
19	31	127.30	67.70			4561.46
19	32	125.44	69.56			4491.90
19	33	123.53	71.47			4420.43
19	34	121.56	73.44			4346.99
19	35	119.54	75.46			4271.53
19	36	117.47	77.53			4194.00
19	37	115.34	79.66			4114.34
19	38	113.14	81.86			4032.48
19	39	110.89	84.11			3948.37
19	40	108.58	86.42			3861.95

AMORTIZATION TABLE

Year Due	No.	Interest	Principal	Date Paid	Initial	Balance
19	41	106.20	88.80			3773.15
19	42	103.76	91.24			3681.91
19	43	101.25	93.75			3588.16
19	44	98.67	96.33			3491.83
19	45	96.03	98.97			3392.86
19	46	93.30	101.70			3291.16
19	47	90.51	104.49			3186.67
19	48	87.63	107.37			3079.30
19	49	84.68	110.32			2968.98
19	50	81.65	113.35			2855.63
19	51	78.53	116.47			2739.16
19	52	75.33	119.67			2619.49
19	53	72.04	122.96			2496.53
19	54	68.65	126.35			2370.18
19	55	65.18	129.82			2240.36
19	56	61.61	133.39			2106.97
19	57	57.94	137.06			1969.91
19	58	54.17	140.83			1829.08
19	59	50.30	144.70			1684.38
19	60	46.32	148.68			1535.70
19	61	42.23	152.77			1382.93
19	62	38.03	156.97			1225.96
19	63	33.71	161.29			1064.67
19	64	29.28	165.72			898.95
19	65	24.72	170.28			728.67
19	66	20.04	174.96			553.71
19	67	15.23	179.77			373.94
19	68	10.28	184.72			189.22
19	69	5.20	189.22			

(Interest payments ruled out are not paid.)

Aug 28, 1923

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. D. Haverly, Sec.-Treas.

By J. W. Watten Chapman, President

Application No. 63Association No. V-84**VIRGINIA**\$6,000.00 AMORTIZATION FIRST MORTGAGE NOTE NO. 13977Dated at.....the FOURTEENTH.....day of JUNE.....19 23

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 SIX THOUSAND.....Dollars, lawful money of the United States of America, with 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 FARM LOAN BOARD, in manner and form as follows; in SIXTY-EIGHT.....semi-annual payments of ONE HUNDRED NINETY-FIVE.....Dollars and NO.....Cents each, beginning on the FOURTEENTH.....day of DECEMBER.....19 23 and payable on the FOURTEENTH.....day of DECEMBER.....and JUNE.....in each and every year, and a final payment of ONE HUNDRED NINETY-FOUR.....Dollars and FORTY-TWO.....Cents payable on the FOURTEENTH.....day of DECEMBER.....19 57, unless this note be sooner matured 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 hereof sums of Twenty-five (\$25.00) Dollars, 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 this 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.....

ISLE OF WIGHT.....State of Virginia.

A-5-31-23

Name Aubrey C. Lyon,Postoffice Isle of Wight, Va.

GN

A-5-14-23

F 5 1923

VIRGINIA - IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY

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

VS.

AUBREY C. LYON and MAYWOOD E. LYON, his wife,-----Defendants

SUMMONS in CHANCERY to *1st December* Rules, 1926.


.....
Counsel for Plaintiff

To the Clerk of the Circuit Court:

Please issue process in the suit above styled, as per memorandum, and place in the Sheriff's hands for service on the Defendants.

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

Very truly yours,


Counsel

Nov. 17, 1926.

¹
Federal Land Bank of Cal.

VS. 495-

A. C. Lyon et al

Nov. 22-1926.

Filed.

VIRGINIA:

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

The Federal Land Bank of Baltimore

vs.

Aubrey C. Lyon and
Maywood E. Lyon.

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 the said report that the said Special Commissioner has collected from the said The Federal Land Bank of Baltimore the sum of Three Hundred Fifty-five Dollars and Fifty-nine Cents (\$355.59), the amount of the court costs, and has executed a deed conveying the property in the bill and proceedings mentioned, to the said Bank, and has paid said court costs, on consideration whereof, the Court doth confirm the said report.

And nothing further remaining to be done in this cause, the same is ordered to be stricken from the docket.

Virginia/
In the Circuit Court of the
County of Isle of Wight:

The Federal Land Bank
of Baltimore

vs.

Aubrey C. Lyon and
Maywood E. Lyon.

Decree.

1933 *Encl. this*
Apr. 26 *B.D.W.*

C. D. B #9

P. 98

VIRGINIA: IN THE CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT
MARCH 6th 1933.

The Fed. Land Bk of Baltimore

vs: # 495

Lyons et als

It appearing that by the decree entered herein on
the 2nd day of May, 1927, that Geo. F. Whitley, Special Commissioner
herein was directed to report his proceedings in this cause;
and it further appearing that no report has been filed as
directed,

IT IS THEREFORE ORDERED that the said Geo. F. Whitley, Special Commissioner be summoned to appear before this Court at half past ten o'clock A. M.
on Tuesday, April 25, 1933, to show cause, if any he can, why
he should not be proceeded against for his failure to report
his proceedings as required by said decree.

The Fed. Land BK of Baltimore

vs : # 495

Syon et al.

C.O. B #9

Page 77

VIRGINIA,

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

The Federal Land Bank of Baltimore

VS

Aubrey C. Lyon and Maywood E. Lyon.

This cause came on this day to be again heard on the papers formerly read and on the report of Geo. F. Whitley, Specail 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 Commissioner, pursuant to a decree entered in this cause on the 7th day of March, 1927, after having advertised the time, place and terms of sale as provided for in the said decree, did offer for sale at public auction, in front of the Courthouse of Isle of Wight County, on Saturday, April 23d, at 11:00 o'clock, the property in the bill and proceedings mentioned; that the said property was struck off to The Federal Land Bank of Baltimore, for the amount of \$ 5,997.00, it being the highest bidder therefor; that the said, The Federal Land Bank of Baltimore is the beneficiary of the entire amount for thich the said property sold by virtue of the Mortgage filed in this cause; that the amount of the Court cost is \$ 355.59, on consideration whereof the Court doth confirm the said report and doth adjudge, order and decree, that the said Commissioner

collect from the said, The Federal Land Bank of Baltimore, the sum of \$ 355.59, the same being the amount of the Court cost as above mentioned, and upon the payment of same, to execute a good and sufficient deed with Special Warranty conveying the said property to the said, The Federal Land Bank of Baltimore.

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

And this cause is continued.

The Federal Land Bank of
Baltimore,

VS

Aubrey C. Lyon and
Maywood E. Lyon

Decree

1927

May 2

Entered
B. M.

Book 8
page 388

VIRGINIA - IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY

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

AUBREY C. LYON and MAYWOOD E. LYON, his wife,-----Defendants.

as the Defendants who are now residents of the
This cause, which has been matured by order of publication, regularly published, posted and mailed as the law directs, came on this day to be heard on the Plaintiff's bill and exhibits therewith filed, the depositions of witnesses and was argued by Counsel:

~~Upon consideration whereof~~, and it appearing to the Court that on the fourteenth day of June, 1923, one Aubrey C. Lyon and Maywood E. Lyon, his wife, 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 Six Thousand Dollars (\$6,000.00) 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, Aubrey C. Lyon and Maywood E. Lyon, his wife, on the 14th day of June, 1923, by their certain deed, commonly called a MORTGAGE, conveyed to the Plaintiff in fee simple a certain tract of land situate in the said County of Isle of Wight, in the State of Virginia, containing 250 acres, more or less, and in said mortgage deed fully described, and in these proceedings mentioned, which

said mortgage deed is of record in the Clerk's Office of Isle of Wight County, Virginia, in Deed Book No. 94, Page 145 &c.

And it further appearing to the Court that the Defendants, Aubrey C. Lyon and Maywood E. Lyon, his wife, made default in the payment which became due and payable on the 14th day of June, 1926, and that there is now due to the Plaintiff on account of said mortgage debt, the sum of \$5,841.53, with interest thereon at the rate of $5\frac{1}{2}\%$ per annum from the 14th day of December, 1925.

And the Court being of opinion that under the terms, conditions and covenants of 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, and upon the failure of the Defendants to make such payment, to have the mortgaged land sold and to have the fund arising therefrom applied to the discharge of the said mortgage debt, DOTH SO DECIDE.

On consideration whereof
And the Court doth adjudge, order and decree that unless the Defendants, Aubrey C. Lyon and Maywood E. Lyon, his wife, or someone for them, shall, within thirty days from the entry of this decree, pay to the Plaintiff, The Federal Land Bank of Baltimore, the sum of \$5,841.53, with interest thereon at the rate of *5 1/2 %* ^{per ann} per annum from the 14th day of December, 1925, and the costs of this suit, then George F. Whitley and ~~I. P. Whitehead~~ ^{L's}, 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 as will be most likely to attract bidders, sell the land in the bill and proceedings mentioned, and on which said 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, and upon the following terms, to wit: for cash as to one third of the purchase money, and the balance upon a credit of one and two years, payable in equal installments and to be evidenced by notes executed by the purchaser or purchasers, payable to the Commissioner 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, ~~and~~

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 \$9,000.00 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.

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

THE FEDERAL LAND BANK OF BALTIMORE

VS. (DECREE FOR SALE) *495*

AUBREY C. LYON AND MAYWOOD LYON

WE ASK FOR THIS DECREE.

J. J. Whitlock
.....

Attorney for Plaintiff

ENTER THIS:

1927
Mar 7
B. W.
.....

Judge.

copy to
27.97

Book 8
page 370.

VIRGINIA:

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

The Federal Land Bank of Baltimore

vs.

Aubrey C. Lyon and
Maywood E. Lyon.

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
2d day of May 1927, he did collect from The Federal Land Bank
of Baltimore the sum of Three Hundred Fifty-five Dollars and
Fifty-nine Cents (\$355.59), amount of the court costs, and did
execute and deliver to the said Bank deed conveying the property
as required therein, and that the said Commissioner has paid
said court costs.

Respectfully submitted.


Special Commissioner.

495

Virginia:

In the Circuit Court of the
County of Isle of Wight:

The Federal Land Bank of
Baltimore

vs.

Aubrey C. Lyon and
Maywood E. Lyon.

Special Commissioner's
Report.

1933
Ap. 26
H. H. H. H. H.

VIRGINIA,

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

The Federal Land Bank of Baltimore

VS:

Aubrey C. Lyon and Maywood E. Lyon.

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

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

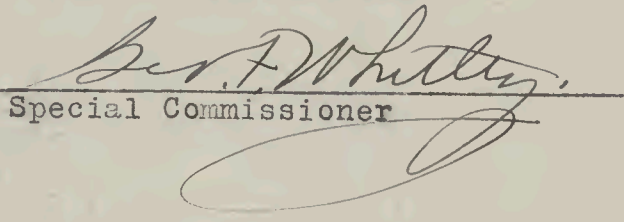
That pursuant to a decree entered in this cause on
the 7th day of March, 1927, your Commissioner, after
having advertised the time, place and terms of sale, as
provided for in the said decree, did on Saturday, April
the 23d, at 11:00 o'clock, in front of the Courthouse of
Isle of Wight County, offer for sale at public auction,
the property in the bill and proceedings mentioned; that
the said property was struck off to the Federal Land Bank
of Baltimore at (\$ 5, 997.00), it being the highest bid
made therefor.

Your Commissioner here states that the said, The
Federal Land Bank of Baltimore, is the beneficiary of the
entire amount by virtue of the Mortgage filed in this
cause.

Your Commissioner files herewith a statement of the
cost in this suit, and would ask that upon the collection
of said cost from the said, The Federal Land Bank of

Baltimore, that he be directed to execute a deed
conveying the land in the bill and proceedings mentioned
to the said, The Federal Land Bank of Baltimore.

Respectfully submitted,


Special Commissioner

Statement of the cost in the suit of the Federal
Land Bank of Baltimore Vs. Aubrey C. Lyon and
Maywood E. Lyon.

Writ tax.....	\$ 1.50
Clerk's fees.....	12.15
Sheriff	1.00
Taxed Attorney fee.....	15.00
Premium on bond.....	27.00
Cost of writing deed.....	10.00
Acknowledgement.....	.50
Notices of advertisement.....	3.50
Crier's fee.....	15.00
Commissions of Special Commissioner...	<u>269.94.</u>
Total.....	\$ 355.59

The Federal Land Bank
of Baltimore.

VS

Aubrey C. Lyon and
Maywood E. Lyon.

Special Commissioner's
Report.

VIRGINIA:

In the Clerk's Office of the Circuit Court of the County of Isle of Wight, November 27, 1926.

The Federal Land Bank of Baltimore, a corporation, Plaintiff,

vs. Chancery No. 495.

Aubrey C. Lyon and Maywood E. Lyon, his wife, Defendants.

The object of the above suit is to foreclose a certain mortgage given by the defendants, Aubrey C. Lyon and Maywood E. Lyon, his wife, to the plaintiff, the Federal Land Bank, of Baltimore, and have sale of the land conveyed and application of the purchase money to the payment of the mortgage debt.

And it appearing from affidavit made and filed, according to law, that the said Aubrey C. Lyon and Maywood E. Lyon are not residents of the state of Virginia, and that their last known postoffice address was Isle of Wight, Va.

It is therefore ordered that the said Aubrey C. Lyon and Maywood E. Lyon do appear in the Clerk's Office of the Circuit Court of the County of Isle of Wight, Virginia, within ten days from due publication hereof, and do what may be necessary to protect their interest.

It is further ordered that a copy hereof be posted at the front door of the Courthouse of Isle of Wight county, a copy mailed to the last known address of the defendants herein, and that the same be published in the Smithfield Times, a newspaper having general circulation in this county for four successive weeks from the date hereof.

Teste: R. A. EDWARDS,
Clerk.

I. P. Whitehead, p. q.

VIRGINIA:

In the Clerk's Office of the Circuit Court of the County of Isle of Wight, November 27, 1926.

The Federal Land Bank of Baltimore, a corporation, Plaintiff,

vs. Chancery No. 495.

Aubrey C. Lyon and Maywood E. Lyon, his wife, Defendants.

The object of the above suit is to foreclose a certain mortgage given by the defendants. Aubrey C. Lyon and Maywood E. Lyon, his wife, to the plaintiff, the Federal Land Bank, of Baltimore, and have sale of the land conveyed and application of the purchase money to the payment of the mortgage debt.

And it appearing from affidavit made and filed, according to law, that the said Aubrey C. Lyon and Maywood E. Lyon are not residents of the state of Virginia, and that their last known postoffice address was Isle of Wight, Va.

It is therefore ordered that the said Aubrey C. Lyon and Maywood E. Lyon do appear in the Clerk's Office of the Circuit Court of the County of Isle of Wight, Virginia, within ten days from due publication hereof, and do what may be necessary to protect their interest.

It is further ordered that a copy hereof be posted at the front door of the Courthouse of Isle of Wight county, a copy mailed to the last known address of the defendants herein, and that the same be published in the Smithfield Times, a newspaper having general circulation in this county for four successive weeks from the date hereof.

Teste: R. A. EDWARDS,
Clerk.

C. P. Whitehead, p. q.

THE SMITHFIELD TIMES

"One of Virginia's Leading Weeklies in the Circulation Field"

Smithfield, Virginia

Dec. 24, 1926

To Whom it May Concern:-

I, Percy N. Bristow, editor of The Smithfield Times, do hereby certify that the order of publication of Federal Land Bank vs. Aubrey C. Lyon, etc., appeared for four consecutive weeks (Dec. 3, 10, 17 & 24) in the above named paper.

P. N. Bristow, Editor

7
Fed. Reserve Bank

W
C C Lyon & Co

Protest Certificate

Filed Dec 27-26

A A Eamond
ch

After 5 days, return to
R. A. EDWARDS, Clerk,
Circuit Court, Isle of Wight Co.,
ISLE OF WIGHT, VA.



Ret to Sender

A. C. & Maywood E. Lyon,
Isle Of Wight, Va.

#5

VIRGINIA.

IN THE CLERKS OFFICE OF THE CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT;
NOVEMBER 27th, 1926.

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

Vs. CHANCERY NO. 495.

AUBREY C. LYON and MAYWOOD E. LYON, his wife, ... DEFENDANTS.

THE OBJECT of the above suit is to foreclose a certain mortgage given by the defendants, Aubrey C. Lyon and Maywood E. Lyon, his wife, to the plaintiff, the Federal Land Bank Of Baltimore, and have sale of the land conveyed and application of the purchase money to the payment of the mortgage debt.

And it appearing from affidavit made and filed, according to law, that the said Aubrey C. Lyon and Maywood E. Lyon are not residents of the State Of Virginia, and that their last known Post Office address was Isle Of Wight, Virginia,

It is therefore ordered that the said Aubrey C. Lyon and Maywood E. Lyon do appear in the Clerks Office of the Circuit Court of the County of Isle Of Wight, Virginia, within ten days from due publication hereof, and do what may be necessary to protect their interest.

It is further ordered that a copy hereof be posted at the front door of the Court House of Isle Of Wight County, a copy mailed to the last known address of the defendants herein, and that the same be published in the Smithfield Times, a newspaper having general circulation in this County for four successive weeks from the date hereof.

Teste R. A. Edwards Clerk.

I. F. Whithead p.g.

Virginia. Clerks Office Of The Circuit Court of the County Of Isle Of Wight; November 27th, 1926.

I, R. A. Edwards, Clerk Of The Court aforesaid, do certify that the within order was this day filed, in my said office, that a copy of the same was duly posted as required, a copy mailed to the last known address of Aubrey C. Lyon and Maywood E. Lyon and a copy mailed to the Smithfield Times, a newspaper having general circulation in this County for publication as the law directs.

Given under my hand this the day and year first above written.

R. A. Edwards Clerk.

VIRGINIA.

IN THE CLERKS OFFICE OF THE CIRCUIT COURT OF THE COUNTY OF ISLE OF WIGHT;
NOVEMBER 27th, 1926.

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

Vs. CHANCERY NO. 495.

AUBREY C. LYON and MAYWOOD E. LYON, his wife, ... DEFENDANTS.

THE OBJECT of the above suit is to foreclose a certain mortgage given by the defendants, Aubrey C. Lyon and Maywood E. Lyon, his wife, to the plaintiff, the Federal Land Bank Of Baltimore, and have sale of the land conveyed and application of the purchase money to the payment of the mortgage debt.

And it appearing from affidavit made and filed, according to law, that the said Aubrey C. Lyon and Maywood E. Lyon are not residents of the State Of Virginia, and that their last known Post Office address was Isle Of Wight, Virginia,

It is therefore ordered that the said Aubrey C. Lyon and Maywood E. Lyon do appear in the Clerks Office of the Circuit Court of the County of Isle Of Wight, Virginia, within ten days from due publication hereof, and do what may be necessary to protect their interest.

It is further ordered that a copy hereof be posted at the front door of the Court House of Isle Of Wight County, a copy mailed to the last known address of the defendants herein, and that the same be published in the Smithfield Times, a newspaper having general circulation in this County for four successive weeks from the date hereof.

Teste R. A. Edwards Clerk.

I. P. Whitehead p.q.

Virginia. Clerks Office Of The Circuit Court of the County Of Isle Of Wight; November 27th, 1926.

I, R. A. Edwards, Clerk Of The Court aforesaid, do certify that the within order was this day filed, in my said office, that a copy of the same was duly posted as required, a copy mailed to the last known address of Aubrey C. Lyon and Maywood E. Lyon and a copy mailed to the Smithfield Times, a newspaper having general circulation in this County for publication as the law directs.

Given under my hand this the day and year first above written.

R. A. Edwards Clerk.

⁴
Fed. Land Bank of
Baito

73 Order of
Publication
A.C. & M.E. Lyon

Filed Nov. 22-76

R. a. Edwards
clerk

VIRGINIA - IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY

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

AUBREY C. LYON and MAYWOOD E. LYON, his wife, -----Defendants

The object of this suit is to foreclose a certain mortgage given by the Defendants, Aubrey C. Lyon and Maywood E. Lyon, his wife, to the Plaintiff, The Federal Land Bank of Baltimore, and have sale of the land conveyed and application of the purchase money to the payment of the mortgage debt. Said mortgage is dated the 14th day of June, 1923, and recorded in the clerk's office of Isle of Wight County in deed book No. 94, page 145 &c.

I. P. Whitehead

Attorney for the Plaintiff

STATE OF MARYLAND
CITY OF BALTIMORE, to-wit:

I, Viola L. Rollins, a Notary Public in and for the City and State aforesaid, do certify that I. P. Whitehead, Attorney for The Federal Land Bank of Baltimore, and personally known to me to be such, appeared before me this day in my city aforesaid and being first duly sworn says:

That diligence has been used by and on behalf of The Federal Land Bank of Baltimore to ascertain in what County or Corporation the Defendants, Aubrey C. Lyon and Maywood E. Lyon, his wife, are without effect, and that to the best of the affiant's knowledge and belief the said Aubrey C. Lyon and Maywood E. Lyon, his wife, are not residents of the State of Virginia, and that their last known Post Office address was Isle of Wight, Virginia.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 24th day of November, 1926.

Viola L. Rollins

Notary Public

Commission expires May 2-1927.

Fed. Land Bank of
D.

W. Affidavit for
D.P.

A.C. & M.E. Lyon

Filed

Nov 27-76

Ra Eamato
ellh

Clerk's Office
Of Isle of Wight County
R. A. Edwards, Clerk
Isle of Wight, Va.

November 22nd, 1926.

Dear Holmes,

I am following directions in sending you these
papers, however do not suppose you will find them in the County,
and if not there is nothing to do but return them No Effects.
Whatever the bill is just send it on to me as I have deposit sufficient
to cover same.

Respty,



Smithfield

MAGNET, VA.,

11/26

1926

Mr. *R. A. Edwards, Clerk*

IN ACCOUNT WITH W. H. CHAPMAN

Sheriff of the County of Isle of Wight, Va.

10% Commissions Charged on all Collections unless otherwise agreed upon

1926

Nov. 26

*To attempted service Federal Land Bank
of Baltimore & Barbours C. Lyon et al.*

20

(20 requested)

THE FEDERAL LAND BANK OF BALTIMORE

OFFICERS AND DIRECTORS

ST. PAUL AND TWENTY FOURTH STREETS

DISTRICT N^o 2

VULOSKO VAIDEN, PRESIDENT
DAVID G. HARRY, VICE-PRESIDENT
CALVIN R. TITLOW, SECRETARY
HORACE S. WYNN, TREASURER
JOHN H. MURRAY
IRVING P. WHITEHEAD
JOHN H. JOHNSON

IRVING P. WHITEHEAD, ACTING GENERAL COUNSEL
WILLIAM BEASLEY, ATTORNEY
CHAS. W. HELD, ATTORNEY

BALTIMORE, MD.

January 12, 1927.

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

Dear Sir:

Herewith is enclosed depositions taken by me in
the suit of Federal Land Bank of Baltimore Vs. Aubrey C.
Lyon, which I am transmitting to you to be filed in said
cause.

Very truly yours,

Viola L. Rollins

Notary Public.

IPW:FH

THE FEDERAL LAND BANK OF BALTIMORE

OFFICERS AND DIRECTORS

ST. PAUL AND TWENTY FOURTH STREETS

DISTRICT NO 2

VULOSKO VAIDEN, PRESIDENT
DAVID G. HARRY, VICE-PRESIDENT
CALVIN R. TITLOW, SECRETARY
HORACE S. WYNN, TREASURER
JOHN H. MURRAY
IRVING P. WHITEHEAD
JOHN H. JOHNSON

IRVING P. WHITEHEAD, GENERAL COUNSEL
WILLIAM BEASLEY, ATTORNEY
CHARLES W. HELD, ATTORNEY

BALTIMORE, MD.

January 17, 1927.

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

Dear Sir:

Re: Federal Land Bank of Baltimore
Vs.
Aubrey C. Lyon

Under date of January 12, 1927, we mailed you
depositions taken by Notary Public in the suit of The Federal
Land Bank of Baltimore Vs. Lyon.

In checking over the amount due by this borrower
to the Bank, we find that we inadvertently stated the amount
due as \$4,841.53, whereas, the correct sum is \$5,841.53.

Kindly see that the change is made so as to have
the balance due the Bank read \$5,841.53.

Very truly yours,



General Counsel

IPW:FH

IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY, VIRGINIA

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

AUBREY C. LYON AND MAYWOOD E. LYON, his wife,-----Defendants

The deposition of Vulosko Vaiden, taken before me, Viola L. Rollins, a Notary Public in and for the City of Baltimore, in the State of Maryland, at the offices of The Federal Land Bank of Baltimore, to be read as evidence in behalf of the Plaintiff, The Federal Land Bank of Baltimore, in a suit pending in the Circuit Court of Isle of Wight County, Virginia, in which The Federal Land Bank of Baltimore is Plaintiff, and Aubrey C. Lyon and Maywood E. Lyon, his wife, are Defendants.

PRESENT:

I. P. Whitehead, of Counsel for the Plaintiff.

No one present for the Defendants.

(This suit having been matured by order of publication, no notice is required for the taking of these depositions.)

Vulosko Vaiden, the witness, being first duly sworn, in answer to certain interrogatories propounded by Counsel for The Federal Land Bank of Baltimore, says:

Ques 1. What position or office do you hold with or in The Federal Land Bank of Baltimore?

Ans. I am the President of The Federal Land Bank of Baltimore.

Ques. 2. State the amount now due to the said Bank from the Defendants, Aubrey C. Lyon and Maywood E. Lyon, his wife.

Ans. There is a balance due on the principal of the debt of these parties to The Federal Land Bank of Baltimore of \$4,841.53, with interest thereon at the rate of 5½% per annum from the 14th day of December, 1925.

Ques. 3. Is there any default in the terms and conditions of the mortgage given by the said Aubrey C. Lyon and Maywood E. Lyon, his wife, to secure the payment of this debt?

Ans. The semi-annual payment due by these debtors, under the terms and conditions of the said mortgage on the 14th day of June, 1926, has not been paid and is wholly unpaid. This is a default in the terms and conditions of their said mortgage to The Federal Land Bank of Baltimore.

* See letter attached hereto concerning the audit due

And further, this deponent sayeth not.

Vulosko Vaiden

STATE OF MARYLAND,
CITY OF BALTIMORE, to wit:-

I, Viola L. Rollins, a Notary Public in and for the City of Baltimore, in the State of Maryland, do certify that the foregoing deposition of Vulosko Vaiden, was regularly taken, sworn to and subscribed before me at the time and place, and for the purposes set forth in the caption.

Given under my hand and official seal this the 11th day of January, 1927.

Viola L. Rollins
Notary Public

My commission expires May 2nd, 1927.

8
IN THE CIRCUIT COURT OF
ISLE OF WIGHT COUNTY, VA.

FEDERAL LAND BANK OF BALTIMORE

VS. (DEPOSITIONS

AUBREY C. LYON & C.

VIRGINIA CLERKS OFFICE OF THE
CIRCUIT COURT OF THE COUNTY
OF ISLE OF WIGHT

Jan 13th 1927

Wm. A. Edwards
clerk

Commonwealth of Virginia,

To the Sheriff of Isle of Wight County—Greeting:

WE COMMAND YOU, That you summon Aubrey C. Lyon and Maywood E. Lyon,

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 December, 1926,
to answer a bill in chancery, exhibited against them
in our said Court by Federal Land Bank Of Baltimore, A Corp.,

And have then and there this writ.

Witness, R. A. EDWARDS, Clerk of our said Court, at the Courthouse, this 22nd
day of November, 1926, and in the 151st year of the
Commonwealth.

I. P. Whitehead Atty.

R. A. Edwards Clerk.

After diligent search
and careful inquiry
I do not find Aubrey
C. Lyon and Maywood
E. Lyon in debt of
High County.
J. H. Chapman, Sheriff

✓

Frd. Land Bank of Baets.

vs. } CHANCERY NO. 495.

A. C. Lyon et al.

ORIGINAL SUBPOENA

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

....., 19.....
Returned, entered and filed.

Teste:

..... Clerk

To First Decker Rules

1926.
L. P. Whithead p. q.

Commonwealth of Virginia,

To the Sheriff of Isle of Wight County—Greeting:

WE COMMAND YOU, That you summon

Aubrey C. Lyon and Maywood E. Lyon,

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 **December**, 192**6**,
to answer a bill in chancery, exhibited against **them**
in our said Court by **Federal Land Bank Of Baltimore, A Corp.,**

And have then and there this writ.

Witness, R. A. EDWARDS, Clerk of our said Court, at the Courthouse, this **22nd**
day of **November**, 192**6**, and in the **151st** year of the
Commonwealth.

I. P. Whithead Atty.

R. A. Edwards Clerk.

Commonwealth of Virginia,

To the Sheriff of Isle of Wight County—Greeting:

WE COMMAND YOU, That you summon

Aubrey C. Lyon and Maywood E. Lyon,

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 **December**, 192**6**,
to answer a bill in chancery, exhibited against **then**
in our said Court by **Federal Land Bank Of Baltimore, A Corp.,**

And have then and there this writ.

Witness, R. A. EDWARDS, Clerk of our said Court, at the Courthouse, this **22nd**
day of **November**, 192**6**, and in the **151st** year of the
Commonwealth.

I. P. Whitehead Atty.

R. A. Edwards Clerk.

VIRGINIA - IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY

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

VS.

AUBREY C. LYON and MAYWOOD E. LYON, his wife,-----Defendants

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

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

1. THAT on the fourteenth day of June, 1923, one Aubrey C. Lyon and Maywood E. Lyon, his wife, of the said County of Isle of Wight, in the State of Virginia, made and delivered unto your Complainant their promissory note, whereby they promised to pay to your Complainant the principal sum of Six Thousand Dollars (\$6,000.00) 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 One Hundred and Ninety Five Dollars (\$195.00) each, on the fourteenth day of December and June in each and every year, and a final payment of One Hundred and Ninety Four Dollars and Forty-Two Cents (\$194.42) on the fourteenth day of December, 1957, as will appear from the original of the said note, herewith filed and designated "Plaintiff's Exhibit A", and asked to be taken and read as a part of this bill of complaint.
2. THAT to secure the payment of the said debt (note) and the interest to accrue thereon, the said Aubrey C. Lyon and Maywood E. Lyon, his wife, on the fourteenth day of June, 1923, by their certain deed, commonly called a MORTGAGE, conveyed unto your Complainant in fee simple, a certain tract of land situate in Newport Magisterial District of Isle of Wight County, State of Virginia, containing 250 acres, more or less, and more particularly described by courses and distances in the mortgage aforesaid.
3. THAT the said mortgage was duly admitted to record in the Clerk's Office of the said County of Isle of Wight, in the State of Virginia, in Deed Book No. 94, Page 145 &c., the original of which is herewith filed, designated "Plaintiff's Exhibit B" and asked to be taken and read as a part of this

bill of complaint, which mortgage your Complainant charges is a FIRST LIEN on the land thereby conveyed.

4. THAT the said Aubrey C. Lyon and Maywood E. Lyon, his wife, made the payments that became due on the said note up to and including the payment for \$195.00 which became due and payable on the 14th day of December, 1925, which payments were duly applied on account of the principal and interest on the said note, leaving a balance due to your Complainant on the fourteenth day of December, 1925, of \$5841.53, with interest thereon at the rate of 5½% per annum from the said 14th day of December, 1925.
5. THAT the payment which became due and payable on the fourteenth day of June, 1926, is still WHOLLY UNPAID and IN DEFAULT.
6. THAT it is specifically provided in the said mortgage, if any of the payments set out in the said mortgage and promissory note, be not paid when due, then the WHOLE of the said debt secured to be paid by the said mortgage, shall, at the option of your Complainant become immediately due and demandable, with the right vested in your Complainant at any time after such default, to institute proceedings for the foreclosure of the said mortgage, and to have a sale of the mortgaged land to satisfy and pay off the said debt, with the interest accrued thereon, and all costs incurred in making such sale.
7. THAT since the default has been made in making the said payment which became due on the 14th day of June, 1926, your Complainant has exercised its option aforesaid, and has demanded of the said Aubrey C. Lyon and Maywood E. Lyon, his wife, payment of the WHOLE of the said debt, principal and interest, and now demands payment of the same IN FULL, as well as all the costs that may be incurred in the prosecution of this suit.
8. Your Complainant is advised that by reason of the default aforesaid, of the said Aubrey C. Lyon and Maywood E. Lyon, his wife, in the payment of the said sums shown to be justly due by them 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 costs and charges incurred in the prosecution of this suit.
9. THAT the amount now due to your Complainant from the said Defendants is the principal sum of \$5,841.53,

with interest thereon at the rate of $5\frac{1}{2}\%$ per annum from the 14th day of December, 1925.

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 Aubrey C. Lyon and Maywood E. Lyon, his wife, be made Parties Defendant to this suit, and be required 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 said Defendants, Aubrey C. Lyon and Maywood E. Lyon, his wife, be ordered and decreed to pay to your Complainant the aforesaid sum of \$5,841.53, with interest thereon at the rate of $5\frac{1}{2}\%$ per annum from the 14th day of December, 1925, and the 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; and that all necessary accounts be ordered and taken, and such further general and special 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

J. J. Whitford
.....

Geo. F. Whitley
.....

Attorneys for Plaintiff

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

THE FEDERAL LAND BANK OF BALTIMORE

VS. (BILL AND EXHIBITS 495

AUBREY C. LYON &c.

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Filed 15th Dec 1944
RAE