

1933-071 Chaucery Causes : Federal Land Bank of Baltimore vs Charles H. Jordan & 41

524

Dsh of Wight County

COMMONWEALTH'S ATTORNEY
FOR ISLE OF WIGHT COUNTY

GEORGE F. WHITLEY
ATTORNEY AT LAW
SMITHFIELD, VIRGINIA

Oct. 12, 1928.

Mr. R. A. Edwards, Clerk

Isle of Wight, Va.

Dear Gus:

Will you please let me have statement of the costs in the suit of Federal Land Bank of Baltimore vs Charles H. Jordan? Two more reports and two decrees will have to be entered.

I would appreciate your letting me have this at your very earliest convenience, as I am drawing up my report as Commissioner and I want to report all costs.

Yours truly,

GFW/b:

GEO. F. WHITLEY

by-

B.

10	
125	
20	
125	3.65
<u>25</u>	
3.65	

150
1500
1030
<u>100</u>
27.80

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 Cir. Ct. Court of the County
of Lee of Night

The Federal Land Bank of Baltimore Plaintiff , }
AGAINST #chancery # 524.
Charles F. Jordan et al. 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
5th day of March, 1928, has been duly given.

Given under my hand as Clerk of the said Court, this 12th day
of April, 1928.

R. A. Edwards
Clerk

Fed Land Bank
No. # 524.

C. H. Jordan et al

Certificate of Land
Lending here given.

N. A. Eason Secy

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 Three 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 12th day of April A. D. 19 28

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bound George F. Whitley, who was by a decree entered by the Circuit Court of the County of Isle Of Wight Virginia, on March 5th, 1928, in the Chancery cause of Federal Land Bank Of Baltimore Vs. Charles H. Jordan et ux., # 524, appointed a Special Commissioner for the purpose of selling certain real estate.,

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.

Geo. F. Whitley [SEAL]

Fidelity And Deposit Company Of Maryland.,

By R. A. Edwards

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 12th day of April 1928, this bond was duly executed and acknowledged by the obligors to the same and ordered to be recorded.

R. A. Edwards Clerk.

a copy sent R. A. Edwards. etc

Land Bank of Balto

78. Cy # 524

C. H. Jordan et al

Copy of Lond.

John R. A. Edwards

et al

[illegible]

CHARLES H. JORDAN AND ELLEN J. JORDAN, his wife,----Defendants

George A. Hulsey
H. A. Hulsey
Counsel for Plaintiff.

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

J. C. [Signature]
Counsel

FH
12/19/27.

Fed. Land Bank

vs.

C. H. Jordan.

Memo

Dec. 21-27.

VIRGINIA:

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

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

vs.

Charles H. Jordan, and
Ellen J. Jordan,..... 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 The Federal Land Bank of Baltimore has paid the cost of this suit and sale, and the unpaid taxes on said land mentioned in these proceedings; and that the said Special Commissioner has executed a deed conveying the said land to the said Bank as required by said decree, 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.

524

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

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

vs.

Charles H. Jordan, and
Ellen J. Jordan, Defendants.

1933 Decree
ap. the Court
BDW:

C. O. B # 9

P. 98

VIRGINIA - IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY

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

CHARLES H. JORDAN and ELLEN J. JORDAN, his wife - - - - Defendants

This cause came on this day to be again heard on the papers formerly read and the report of George F. Whitley, *Special* commissioner, of the sale of the land in this proceeding mentioned to The Federal Land Bank of Baltimore for \$1850.00 to which report there are no exceptions and was argued by Counsel.

Upon consideration whereof, the Court approving said sale, doth confirm the said report and sale in all respects.

And it appearing to the Court that The Federal Land Bank of Baltimore, the purchaser of the land in this proceeding mentioned, is the beneficiary of the entire fund arising in this cause, doth adjudge, order and decree that the said The Federal Land Bank of Baltimore do pay ~~to the bonded commissioner in this cause,~~ ^{and sale} the costs of the suit and any unpaid taxes on said land and that so soon as the said The Federal Land Bank of Baltimore shall have paid the costs of the suit and sale and the unpaid taxes aforesaid, then George F. Whitley, who is hereby appointed Special Commissioner for the purpose, shall convey to The Federal Land Bank of Baltimore the land in this proceeding mentioned, which was purchased by the said The Federal Land Bank of Baltimore from the said commissioner aforesaid, by deed with special warranty of title, ~~and The Federal Land Bank of Baltimore is~~ directed to credit its judgment by the sum of \$ _____, the same being the net amount of the purchase price after paying the costs and taxes aforesaid, and the clerk of this Court is order to note on the record where the judgment is docketed the aforesaid credit. Said Commissioner shall report to Court. And this cause is continued.

VIRGINIA - IN THE CIRCUIT COURT
OF ISLE OF WIGHT COUNTY

THE FEDERAL LAND BANK OF BALTO.

vs. (DECREE

CHARLES H. JORDAN ET AL

WE ASK FOR THIS DECREE:

J. J. Southwood
.....
Counsel for Plaintiff

ENTER THIS:

Oct. 16, 1928.

B. W.
.....
Judge

8-467

VIRGINIA - IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY

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

CHARLES H. JORDAN and ELLEN J. JORDAN, his wife,-----Defendants

This cause, which has been regularly matured at rules, and set for hearing upon process returned executed against each of the Defendants, came on this day to be heard upon the Plaintiff's bill, taken for confessed, the process aforesaid, and was argued by Counsel:

~~Upon the consideration whereof~~, and it appearing ~~to the~~ court that on the 24th. day of July, 1923, Charles H. Jordan and Ellen J. Jordan, 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 Two Thousand Dollars (\$2,000.00) with interest thereon at the rate of ^{five per cent} ~~5 1/2%~~ per annum, the said principal and interest being dischargeable in sixty-nine (69) semi-annual payments, and to secure the payment of the debt aforesaid represented by the said note, and the interest to accrue thereon, the said Defendants Charles H. Jordan and Ellen J. Jordan, his wife, on the 24th. day of July, 1923, by their certain deed commonly called a mortgage, conveyed unto the Plaintiff, the Federal Land Bank of Baltimore, in fee simple, a certain tract or parcel of land situate in the County of Isle of Wight, in the State of Virginia, containing two hundred acres (200) more or less, recorded in the clerk's office of the Isle of Wight County in the State of Virginia, in Trust Book ~~No.~~ 94, page 114, ~~etc.~~, and in said deed fully described and in these proceedings mentioned.

And it further appearing ~~to the court~~ that the Defendants Charles H. Jordan and Ellen J. Jordan, his wife, made default in the payment which became due and payable on the 24th. day of July, 1927, and that there is now due to the Plaintiff on account of said mortgage debt, the sum of Nineteen Hundred and Twenty-Three Dollars and Ninety-Six Cents (\$1,923.96) with interest thereon at ^{for cent} ~~5 1/2%~~ per annum from January 24, 1927, together with a collection fee of ^{for cent} ~~5%~~ on the gross amount of the debt which said fee is provided to be paid in the said note in case it becomes necessary to resort to legal proceedings to collect the said debt, and the further sum of Forty-Nine Dollars and Eighty-Six Cents (\$49.86) which the Plaintiff was compelled to pay for taxes for the year 1926 on the said property, and the further sum of Forty-Six Dollars and Thirty-One Cents (\$46.31) which the Plaintiff was compelled to pay for taxes for the year 1927 on the said property:

And the court being of the 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, together with the said collection fee of ~~5% on the gross amount of the debt due as provided in the said note,~~ and upon the failure of the Defendants to make such payment, to have the mortgaged land sold and to have the funds 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 the Plaintiff, The Federal Land Bank of Baltimore, recover of the Defendants, Charles H. Jordan and Ellen J. Jordan, his wife, the sum of Nineteen Hundred and Twenty-Three Dollars and Ninety-Six Cents (\$1,923.96) with interest thereon at the rate of ^{for cent} ~~5 1/2%~~

per annum from January 24, 1927 and the sum of Forty-Nine Dollars and Eighty-Six Cents (49.86), paid by the Plaintiff for taxes for 1926, and the sum of Forty-Six Dollars and Thirty-One Cents (\$46.31), paid by the Plaintiff for taxes for the year 1927, and the costs of this suit, including ^{the said} a collection fee of 5% on the gross amount of the debt due, as provided in the ~~said note.~~

And the court doth further adjudge, order and decree that unless the Defendants, Charles H. Jordan and Ellen J. Jordan, his wife, or someone for them, shall within thirty (30) days from entry of this decree pay to the Plaintiff, The Federal Land Bank of Baltimore, the sum of Nineteen Hundred and Twenty-Three Dollars and Ninety-Six Cents (\$1,923.96) with interest thereon at ^{per cent} 5 $\frac{1}{2}$ per annum from January 24, 1927 and ^{said} a collection fee of 5% on the gross amount of the debt due, as provided in ~~the said note,~~ and the sum of Forty-Nine Dollars and Eighty-Six Cents (\$49.86) paid for taxes for the year 1926, and the further sum of Forty-Six Dollars and Thirty-One Cents (\$46.31) paid for taxes for the year 1927, and the costs of this suit, then George F. Whitley and Irving 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 ^{for ten days, by notices posted at the or more public} in such manner as will be most likely to attract bidders, ^{places in this County and in such other manner as they may} sell the land in the bill and proceedings mentioned, ~~and on which~~ ^{the} The Federal Land Bank of Baltimore holds its said mortgage, at public auction to the highest bidder, in front of the Court House if 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 the credit of one or two years, payable in equal installments and to be evidenced by notes of the purchaser or purchasers, payable to the ^{said} Commissioners

~~in this cause~~, and bearing interest from the 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 at the penalty of Three Thousand Dollars (\$3,000.00) conditioned for the ~~first~~ performance of his or their duty as said Special Commissioners, under this and any further decrees or orders which may be entered in this cause, and said Commissioners shall report to court.

And this cause is continued.

VIRGINIA - IN THE CIRCUIT COURT
OF ISLE OF WIGHT COUNTY

THE FEDERAL LAND BANK OF
BALTIMORE

VS. (DECREE FOR SALE 524

CHARLES H. JORDAN &c.

WE ASK FOR THIS DECREE.

J. P. Whitehead
.....
Counsel for Plaintiff

1928
Mar 5.
ENTER THIS:

B. D. W.
.....
Judge.

BK-8-8K-437.

VIRGINIA:

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

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

vs.

Charles H. Jordan, and
Ellen J. Jordan,..... 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
16th day of October 1928, The Federal Land Bank of Baltimore
did pay the cost of this suit and sale, and the unpaid taxes
on the land in this proceeding mentioned; and that your
Commissioner has executed a deed conveying the said land to
the said Bank as directed by said decree.


Special Commissioner.

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

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

vs.

Charles H. Jordan, and
Ellen J. Jordan,.Defendants.

Special Commissioner's
Report.

1933
ap. 26.
Heinrich W.

VIRGINIA:

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

The Federal Land Bank of Baltimore

vs

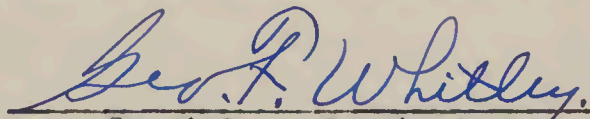
Charles H. Jordan.

TO THE HON. 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 5th of March, 1928, after having advertised the time,
place and terms of sale as provided for in said decree, he
did offer for sale, at public auction, on October 4th, 1928,
at 11:00 o'clock A. M., in front of the Courthouse of Isle
of Wight County, the property in the bill and proceedings
mentioned; That the same was knocked out to The Federal
Land Bank of Baltimore for ONE THOUSAND, EIGHT HUNDRED FIFTY
DOLLARS (\$1,850.00), the said amount being the highest bid
made therefor.

Your Commissioner recommends the confirmation of
said sale.


Special Commissioner

The Federal Land Bank
of Baltimore

vs

Charles H. Jordan

Report of Special
Commissioner

1928
Oct 16.

Filed for Recd.

Commonwealth of Virginia,

To the Sheriff of Isle of Wight County—Greeting:

WE COMMAND YOU, That you summon Charles H. Jordan and Ellen J. 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 February, 1928,
to answer a bill in chancery, exhibited against them
in our said Court by The 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 21st
day of December, 1927, and in the 152nd year of the
Commonwealth.

R. A. Edwards Clerk.

I. P. Whitehead p. q.
G. F. Whitley p. q.

Enclosed The within subpoenas, in case of Wight County.
This the 27th day of Dec. 1927, by sending a true
copy of the same on Charles W. Jordan and S. E. Lundy
J. E. Lundy in person.
W. H. Chapman, Sheriff.

The Fed. Land Bank of Balto.

v.s.

CHANCERY NO.

C. H. Jordan & wife.

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 February Rules

1928

W. H. Lundy & Whitley. p. q.

Shuff's fee paid by Clerk.

VIRGINIA - IN THE CIRCUIT COURT OF ISLE OF WIGHT COUNTY

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

CHARLES H. JORDAN and ELLEN J. JORDAN, his wife,----Defendants

To the Judge of the Circuit Court for Isle of Wight County, Va.

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

1. THAT on the 24th day of July, 1923, Charles H. Jordan and Ellen J. Jordan, his wife, of the 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 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 24th 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 24th day of January, 1958.
2. THAT to secure the payment of the said debt (note) and the interest to accrue thereon, the said Charles H. Jordan and Ellen J. Jordan, his wife, by their certain deed dated July 24th, 1923, commonly called a mortgage, conveyed unto your Complainant in fee simple, all that certain tract or parcel of land situate in the County of Isle of Wight, in the State of Virginia, containing two hundred acres (200) more or less, and more particularly described 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 Trust Deed Book No. 94, Page 114 &c., and your Complainant charges is a first lien on the land thereby conveyed.
4. THAT the said Charles H. Jordan and Ellen J. Jordan, his wife, or someone for them, made the payments that became due on the said note up to and including the payment for \$65.00 which became due and payable on the 24th day of January, 1927, 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 24th day of January, 1927, of \$1923.96, with interest thereon at $5\frac{1}{2}\%$ per annum from January 24th, 1927, including a collection fee of 5% provided for in the said note.

5. THAT the payment which became due and payable on the 24th day of July, 1927, 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, together with the said collection fee of 5% provided for in the said note, 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 of the costs incurred in making such sale.
7. THAT since the default has been made in making the said payment which became due on July 24th, 1927, your Complainant has exercised its option aforesaid, and has demanded of the said Charles H. Jordan and Ellen J. Jordan, his wife, payment of the whole of the said debt, principal and interest, and now demands the payment of the same in full, together with the said collection fee of 5% provided for in the said note, as well as all of 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 Charles H. Jordan and Ellen J. Jordan, 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 collection fee of 5% as provided for in the said note, 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 sum of \$1923.96, with interest thereon at the rate of $5\frac{1}{2}\%$ per annum from January 24th, 1927, and a collection fee of 5% on the gross amount of the debt due.

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 Charles H. Jordan and Ellen J. Jordan 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, Charles H. Jordan and Ellen J. Jordan, his wife, be ordered and decreed to pay to your Complainant the aforesaid sum of \$1923.96, with interest thereon at the rate of $5\frac{1}{8}\%$ per annum from January 24th, 1927, together with the said collection fee of 5% on the gross amount of the debt due as provided in the said note, and all of 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

...George L. Whitley

...H. H. Whitehead...p.q.

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

THE FEDERAL LAND BANK OF
BALTIMORE

VS. (BILL OF COMPLAINT

CHARLES H. JORDAN &c.

12/21/27

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Pd suff	<u>100</u>
	900