

1881-006

Nansemond Co. (Suffolk)

Chancery Causes: C. L. Upshur vs John R. Cornell et al

Farmers Bank of Nansemond, Copeland, Norfleet

1881 July 20th. Received of John R.  
Coville sixteen & 7/100 dollars, being  
the Balance in full of the judgment  
for \$134.79 in favor of C. L. Uphur  
and of the costs of suits brought  
to collect the same.

\$ 16 <sup>71</sup>/<sub>100</sub>

Wilbur J. Kilby  
Atty.

John R. Cornell

To

Jas. B. Crofleets Trustee

To amt of judgt.

" costs of suit

142 04

8 18

150 22

Int. from 1 Jan 1878 to 12  
Apr 1880 - 2 y. 10 mos. 11 ds.

25 78

\$ 176 00

Paid 12 Apr 1880

150 00

\$ 26 00

Int. to 7 Sept. 1881 - 9m. 25 ds.

1 27

\$ 27. 27

1881 Sept. 7th. Received of John R. Cor-  
nell twenty seven and  $\frac{27}{100}$  dollars  
in full of the above judgment

\$27. 27

Wilbur J. Kilby

John R. Cornell

#26 <sup>00</sup>

CHANCERY SUMMONS.

**The Commonwealth of Virginia,**

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON *John R. Conell and Kate C. his wife, and The Farmers Bank of Nansmond and John R. Copeland, Trustee;*

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be held for the said Court, on the first Monday in *March, 1881* <sup>(this month)</sup> ~~next~~, to answer a Bill in Chancery, exhibited against *them* in the said Court by *C. L. Upshur*

and have then and there this Summons. Witness, PETER B. PRENTIS, Clerk of our said Court, at his office, this *1st* day of *March* 1881, in the *105th* year of the Commonwealth.

Teste:

*Peter B. Prentis* Clerk.



Executed + copy of the within <sup>books</sup> delivered to, J. P. Cornell, State  
his wife; L. W. Smith, President of the Farmist Bank, and <sup>of Newbury</sup> John  
Copleland, Trustee, each.

J. P. Fulgham Sff

Kilby, p. 9

C. L. Wisker

25 { Sum. in Chy.

John R. Cornell & wife Sal:

To March Rules, 1881

Pro: B. No: 1. page  
Civ: Co:

At a Circuit Court convened and held  
for Hanswound County the 14<sup>th</sup> day of April 1887.

C. L. Upshaw

Plaintiff

Against } J. C. Chaney

John R. Cornell & al

Defendants

This Cause came on this day to be heard  
on the Bill of the Complainant, taken for  
confeised unto all the defendants on whom  
process had been duly executed they still  
failing to appear and demur, plead and  
answer, and on the exhibits filed with said  
Bill and was argued by Counsel

On consideration whereof the Court  
doth adudge, order and decree, that in Com-  
mission of this Court after giving notice to  
the parties to this Cause, do take, take and  
settle at his office an account of all liens  
whether by judgments, deeds of trust or other  
wise, including the judgment lien of the  
Complainant upon the land of the defendant  
John R. Cornell according to their dignity  
and respective priorities, and an account  
of the real estate of said John R. Cornell  
which may be subject to said liens show-  
ing its fee simple and annual values  
and an account of any matters specially

stated deemed pertinent by himself or  
which may be required by any of the parties  
to be so stated, and make report to Court  
of his proceedings under this decree.

a copy

Teste:

Peter B. Prentiss. Clerk



Uphur

vs.

Cornell & al.

This cause came on this day to be heard on the Bill of the Complainant taken for confessed as to all the defendants on whom process had been duly executed they still failing to appear and demur, plead and answer, and on the exhibits filed with said Bill and was argued by counsel.

On consideration whereof the Court doth adjudge, order and decree that a Commissioner of this Court after giving notice to the parties to this cause do take, state and settle at his office an account of all liens ~~on said land~~ whether by judgments, deeds of trust or otherwise ~~or~~ including the judgment lien of the Complainant upon the land of the defendant John R. Cornell according to their dignity and respective priorities, and an account of the

real estate of said John R. Cornese  
which may be subject to said liens  
showing its fee-simple and an-  
nual values and an account  
of any matters specially stated  
deemed pertinent by himself  
or which may be required by  
any of the parties to be so stated  
and make report to Court of his  
proceedings under this decree

Upshur }  
vs. } In Chy.  
Cornese &c

Transd. Co. Cir. Ct.  
April 14<sup>th</sup> Penn 1881  
Deene  
To be entered  
Geo. W. Smith

Entered D. B. No. 1

h-523

Copy



Upshur

vs.

Cornell & al.

This cause came on this day to be heard on the Bill of the Complainant taken for confessed as to all the defendants in whom process had been duly executed they still failing to appear and demur, plead and answer, and on the exhibits filed with said Bill and was argued by counsel.

On consideration whereof the Court doth adjudge, order and decree that a Commissioner of this Court after giving notice to the parties to this cause do take, state and settle at his office an account of all liens ~~on said land~~ whether by judgments, deeds of trust or otherwise ~~or~~ including the judgment lien of the Complainant upon the land of the defendant John R. Cornell according to their dignity and respective priorities, and an account of the

C. L. Upshur

vs.

John R. Corneel & al.

On the motion of the Plaintiff,  
C. L. Upshur, by counsel it is ordered  
that this suit be, and the same is  
hereby dismissed,



L. L. Upshur.

vs.

Jos. R. Cornwell vs

Acto. 11th

Acto. Term 1881

Maud. County  
Circuit Court,

Order

To be entered

Geo. B. Co. D.,

# This Deed,

Made the 29th day  
of October 1878 one thousand eight hundred and ~~seventy~~ Eighty

between John R. Cornell and  
Kate C. Cornell his wife, of the county of Nauseland

and State of Virginia, of the one part, and Jno: R. Copeland of the same  
County and State

chosen as trustee for the purposes herein named, of the other part, Witnesseth:

That the said Jno: R. Cornell and  
Kate C. Cornell his wife, do grant, with general warranty,  
unto the said Jno: R. Copeland

trustee as aforesaid, the following property, to wit: All that tract, piece or parcel of land  
situate, lying and being in the County of Nauseland in the State of  
Virginia, and bounded and described as follows: The farm on which the  
said Jno: R. Cornell now resides, containing Three hundred and  
Twenty-eight acres more or less, and bounded North, by the  
land of C. N. Pruden and the "Hills Point" farm; East, by  
Nauseland River; South, by Jas: J. Pruden's land & Nauseland  
River, and West, by the County Road from Suffolk to  
Western Branch Draw-bridges, and being the same land  
purchased by said Cornell from Mary E. Norfolk & N.G.  
Norfolk, by Deed, duly recorded in the Clerk's Office of  
Nauseland County Court



together with all and singular the appurtenances belonging to the same.

In Trust, to secure to The Farmers Bank of Nanssmond of the County of Nanssmond in the State of Virginia the payment of the sum of Five Hundred Dollars (\$500<sup>00</sup>) evidenced by a negotiable note of even date with this Deed, and payable to the said Jno. R. Cornell or order, sixty days after its date and it is covenanted and agreed between the parties aforesaid, that in case of a sale the same shall be made after first advertising the time, place and terms thereof for thirty days, and upon such terms as the said Trustee shall direct, and after paying the expenses of executing this trust, if then unpaid, including a commission of five per cent to the said Trustee, then to discharge the amount of money, principal and interest, then due and unpaid of the said debt; and the residue, if any, pay as the law directs. It is also covenanted and agreed this Deed of Trust shall secure any Note or Notes given in renewal or curtail of the aforesaid Note, either in whole or in part.

In all other respects this Deed shall be executed according to the law governing trust sales.

The said Jno. R. Cornell agrees to pay all Taxes, dues, assessments and Charges upon the said land, so long as he or his heirs, shall remain in possession of the same.

Witness the following signatures and seals:

John R. Cornell (SEAL.)

Kate C. Cornell (SEAL.)

State of Virginia,

County of Nanssmond

To wit:

I, John H. Wright, a Notary Public in and for the county aforesaid, in the State of Virginia, do certify that Kate C. Cornell the wife of Jno. R. Cornell whose names are signed to the writing above, bearing date the 29th day of October 1880, personally appeared before me in the county aforesaid, and being duly examined by me privily and apart from her husband, and having the writing aforesaid fully explained to her, she the said Kate C. Cornell acknowledged the said writing to be her act, and declared that she had willingly executed the same, and does not wish to retract it.

Given under my hand this 29th day of October eighteen hundred and ~~seventy~~ Eighty.

Jno. H. Wright  
Notary Public

Virginia:

County of Nanssmond

To wit:

I, Jno. H. Wright, a Notary Public in and for the said county, in the State of Virginia, do certify that Jno. R. Cornell whose name is signed to the writing above, bearing date the 29th day of October 1880, has acknowledged the same before me in the county aforesaid.

Given under my hand this 29th day of October 1880.

Jno. H. Wright  
Notary Public

In The Clerk's Office of Nanssmond County Court, the 29th day of October, 1880.

This Deed of Trust was received, duly certified, and thereupon admitted to record.

Teste: Peter B. Prentiss, Clerk

A Copy: Teste: Peter B. Prentiss, Clerk



Copy

**DEED of TRUST.**

Geo. R. Cornell &  
wife.

To

Geo. R. Copeland  
Trustee for  
The Farmers Bank of  
Nausaenau

"Exhibit D"

29 Oct 1880

*[Faint handwritten notes on the left margin, including "I hereby certify that the above is a true and correct copy of the original deed of trust..."]*

*[Faint handwritten notes on the right margin, including "This deed of trust was recorded in the County of..."]*



This Deed, made this 18th day of February in the year 1879, between  
John R. Cornell and Kate C. Cornell, his wife

of the County of Nansemond  
Or, \_\_\_\_\_ parties of the first part and John R. Copeland, Trustee,  
\_\_\_\_\_ of the Said County and State, Trustee, \_\_\_\_\_ party

of the second part, WITNESSETH: That the said parties of the first part do grant unto the said party of the second part, the following property, to wit: All that tract of land, situated, lying and being in the County of Nansemond and State of Virginia and bounded and described as follows: a tract of land on the West side of and adjoining the Nansemond River and adjoining the lands of Keeling's Estate, Erasmus J. Pruden and others, which land was purchased by N. G. Hayfleet of L. C. Holland & wife and conveyed by said N. G. Hayfleet and Mary E. his wife, and John R. Kelly, Trustee, to said John R. Cornell, by Deed, dated the 3rd day of November, 1874, and duly recorded in the Clerk's Office of said County, containing 328 acres, more or less:

In Trust, to secure to Farmers Bank of Nansemond  
\_\_\_\_\_ of the County and State aforesaid \_\_\_\_\_ the payment of the sum of  
a negotiable note made by said John R. Cornell, bearing even date herewith, being for the sum of One Thousand Dollars (\$1000), payable sixty days after date to said Bank, subject to renewal & curtail, and any other note given in renewal, to be secured hereunder.

In the event that default shall be made in the payment of ~~either~~ <sup>it</sup> of the above-mentioned note as ~~they~~ <sup>it</sup> becomes due and payable, then the Trustee, ~~or either of them,~~ on being required to do so by Said Bank  
Their \_\_\_\_\_ executors, administrators, or assigns, shall sell the property hereby conveyed. And it is covenanted and agreed between the parties aforesaid, that in case of a sale the same shall be made after first advertising the time, place, and terms thereof, for ten \_\_\_\_\_ days, in some newspaper published in the Town of Suffolk \_\_\_\_\_, and upon the following terms, to wit: for cash as to so much of the proceeds as may be necessary to defray the expenses of executing this trust, the fees for drawing and recording this deed, if then unpaid, and to discharge the amount of money then payable upon the said note \_\_\_\_\_ and if at the time of such sale any of the said \_\_\_\_\_ shall not have become due and payable, and the purchase money be sufficient, such part or parts of the said purchase money as will be sufficient to pay off and discharge such remaining \_\_\_\_\_ shall be made ~~payable at such time, or times as the said remaining \_\_\_\_\_ will become due, the payment of which part or parts shall be properly secured; and in case the net proceeds of sale shall be insufficient to pay off all of the said \_\_\_\_\_ in full, then the same shall be applied towards the payment of the said \_\_\_\_\_ in the order of their maturity, intending hereby to create a priority in favor of each of said \_\_\_\_\_ over any other \_\_\_\_\_ which may become due and payable subsequent thereto; and if there be any residue of said purchase money, the same shall be made payable at such time, and secured in such manner, as the said party \_\_\_\_\_ of the first part ~~his~~ <sup>their</sup> executors, administrators, or assigns, shall prescribe and direct, or in case of their \_\_\_\_\_ failure to give such direction, at such time and in such manner as the said Trustee, ~~or either of them,~~ shall think fit. The said party \_\_\_\_\_ of the first part covenant to pay all taxes, assessments, dues and charges upon the said property hereby conveyed, so long as They \_\_\_\_\_ or their \_\_\_\_\_ heirs or assigns shall hold the same, and hereby waive the benefit of their \_\_\_\_\_ Homestead Exemption as to the debt secured by this deed.~~

If no default shall be made in the payment of ~~either~~ of the above-mentioned Note \_\_\_\_\_, then, upon the request of the party \_\_\_\_\_ of the first part, a good and sufficient deed of release shall be executed to him \_\_\_\_\_ at his \_\_\_\_\_ own proper costs and charges.

Witness the following signatures and seals

John R. Cornell   
Kate C. Cornell 



STATE OF VIRGINIA,

County of Nansemond to wit:

I, R. H. Rawles, a Notary Public for the County

aforsaid, in the State of Virginia, do certify that John R. Cornell

whose name is signed to the writing above, bearing date on the 18th day of February 1879, has acknowledged the same before me in my

County aforsaid. Given under my hand this 18th day of February 1879

MEMO.—Before two Justices or a Notary Public.

R. H. Rawles,  
N.P.

STATE OF VIRGINIA,

County of Nansemond to wit:

I, R. H. Rawles, a Notary Public

for the County of Nansemond in the State of Virginia,

do certify that Kate C. Cornell the wife of Geo. R. Cornell whose

names are signed to the writing above, bearing date on the 18th day of February 1879

personally appeared before me in the County aforsaid, and being examined by me privily and

apart from her husband, and having the writing aforsaid fully explained to her, she, the said Kate C. Cornell

acknowledged the said writing to be her act, and declared that

she had willingly executed the same, and does not wish to retract it. Given under my hand this 18th

day of February 1879.

MEMO.—Before two Justices or a Notary Public.

R. H. Rawles,  
" N.P.

John R. Cornell  
Trustee

TO  
DEED  
OF  
TRUST.

John R. Copeland  
Trustee for The Farmers Bank of  
Nansemond

1879

Feb 19th Presented in Office, and with certificate, admitted to record at 1 o'clock P. M.

Recorded Deed Book, No. 7  
Page 273 and 274

"Exhibit C."

\$

SOLD BY  
RANDOLPH & ENGLISH,  
Booksellers, Richmond.

TAX, - - - \$ 1.00  
FEE, - - - \$ 1.25

\$ 2.25

18 Feb 1879  
P. B. P.

A Copy: Sexton Peter B. Prentiss Clerk

Nansemond County, to wit:

In the Office of the Clerk of the County Court for the said County the 19th day of February 1879,

This Deed was presented, and with the certificates annexed, admitted to record at 1 o'clock P. M.

Teste,

Peter B. Prentiss Clerk



A Copy: Teste:

Peter B. Prentiss, Clerk

This Deed made this 12<sup>th</sup> day of December in the year 1877. between ~~grants~~ R Cornell and Kate C Cornell his wife, of the County of Manssmond in the State of Virginia, of the one part, and ~~grants~~ R Copeland Trustee, of the County of Manssmond and State of Virginia of the other part; Witnesseth; that the said ~~grants~~ R Cornell and Kate C Cornell his wife, do grant with general warranty unto the said ~~grants~~ R Copeland Trustee, the following property, to wit: All that tract of land, situate, lying and being in the County of Manssmond, in the State of Virginia, and bounded and described as follows: A tract or parcel of land on the West side of & adjoining the Manssmond River & adjoining the land of Keeling Estate Trastus of Pruden & others & which land was purchased by A. G. Norfleet of Samuel C. Holland & wife, and conveyed by said A. G. Norfleet & Mary C. his wife & by ~~grants~~ R Kelly Trustee to said ~~grants~~ R Cornell by Deed dated the 3<sup>rd</sup> day of November 1874 and duly recorded in the Clerks Office of Manssmond County Court. together with all and singular the improvements and appurtenances belonging to the same, In Trust to secure <sup>to</sup> The Farmers Bank of Manssmond of the County of Manssmond, in the State of Virginia, the payment of the sum of a negotiable note made by the said ~~grants~~ R Cornell dated the



12<sup>th</sup> day of December 1877, and payable to  
the said Jno R Cornell or order, sixty days  
after its date being for the sum of Six  
Hundred (\$600<sup>00</sup>) Dollars, and it is covenan-  
ted and agreed between the parties aforesaid  
that in case of a sale the same shall be  
made after first advertising the time, place  
and terms thereof for thirty days, and  
upon such terms as the Trustee shall deem  
proper, and the proceeds thereof shall be app-  
plied first, to defray the expenses attending  
the execution of this trust, including a  
Commission of five per cent to the Trustee,  
and then to discharge the amount of money,  
principal and interest, then payable upon  
said note, and if there be any residue it  
shall be applied as the law directs. It  
is also covenanted and agreed that this Deed  
of Trust shall secure any note or Notes  
given in renewal or curtail of the aforesaid  
noted note. In the event of default in the  
payment of <sup>the</sup> said note either in whole or  
in part, or of default in the payment of  
any note or notes given in renewal thereof  
when it becomes due, sale shall be made  
In all other respects this deed shall be executed  
according to the law governing trust sales,  
Witness the following signatures and seals

John R Cornell   
Kate R Cornell 



Virginia

Nansemond County To wit.

I Jno H Wright, a Notary Public for the County aforesaid in the State of Virginia do certify that Jno R Cornell whose name is signed to the writing within, bearing date on the 12<sup>th</sup> day of December, 1877, has this day acknowledged the same before me, in my County aforesaid.

Given under my hand this 12<sup>th</sup> day of December 1877.

Jno H Wright  
Notary Public

Virginia

Nansemond County To wit.

I Jno H Wright, a Notary Public for the County aforesaid, in the State of Virginia, do certify that Mrs Kate C Cornell, the wife of Jno R Cornell whose name are signed to the writing within bearing date on the 12<sup>th</sup> day of December 1877, has this day personally appeared before me in my County aforesaid, and being examined by me privily and apart from her husband & having the said writing fully explained to her, she the said Kate C Cornell, acknowledged the said writing to be her act and deed, and that she had willingly executed the same and that she does not wish to retract it.  
Given under my hand this 12<sup>th</sup> day of December

1877.

John H. Wright  
Notary Public

In the Clerk's Office of Mansfield County  
Court the 14<sup>th</sup> day of December, 1877.

This Deed of Trust was received, and with  
the certificates annexed admitted to record

Teste.

Peter B. Prentiss Clerk

A Copy

Teste:

Peter B. Prentiss Clerk.

John R. Canell & wife  
Xnd  
To { Copy of Trust  
Deed of Trust  
John R. Copeland, Trustee  
for the Farmers Bank of Mans-  
field.

"Exhibit B"

24 Dec 1877



A Judgment obtained in The Clerk's Office  
of The Circuit Court of Nausemond  
County and confirmed at a Court,  
held and closed for The said County,  
on Wednesday, the 14th. day of April,  
1880.

Costs  
Clerk. \$3.66  
atto. Fees 3.30  
Shff: 50  
\$7.60  
Fi. Fee: April: 23rd.  
1880

Witnessed  
April 30<sup>th</sup>. 1880

C. L. Upshur . . . . . Plaintiff.  
against } In Debt  
J. R. Cornell . . . . . Defendant

The Judgment obtained at the Rules not having  
been set aside, and the Plaintiff being now entitled to  
a final judgment, it is therefore considered, that  
the Plaintiff recover against the Defendant, One hun-  
dred and thirty-four dollars and seventy-nine cents,  
the debt in the declaration mentioned, with interest  
thereon at the rate of six per centum per annum from  
The 3rd. day of December, 1878, till paid, and his costs,  
by him, about his suit, in this behalf expended,  
and the said Defendant in mercy &c.

But this Judgment shall be subject to a credit of  
\$100<sup>00</sup> as of The 3rd. day of December, 1878, as evidenced  
on the note.

A Copy:  
Teste:  
Peter B. Prentiss. Clerk.

The following is a Copy of The note, together with endorsement  
of a credit thereon, upon which The foregoing Judgment was founded:  
\$134<sup>79</sup>/<sub>100</sub>      Suffolk vs. Oct 1st: 1878.  
Sixty days after date, I promise to pay to the order of

C. L. Upshur, One hundred & thirty four  $\frac{79}{100}$  Dollars, at The Farmers Bank, Suffolk Va; without defalcation, for value received. and we, maker and endorser, do hereby waive the benefit of our Homestead Exemption, as to this debt. And it is agreed upon by the parties that the interest on this note be at the rate of — per centum per annum.

9433 due Dec 3 - 1878.

J. R. Cornell

Endorsement of a credit: " Cr. by 20 sheep @ \$.. 60<sup>00</sup>

Teste:

Peter B. Prentiss. Clerk.

Xm2

C. L. Upshur

# { Copy Judgt. Note

J. R. Cornell

"Exhibit A"



C. L. Upshur

~~4~~  
25 { 4 Exhibits filed  
with the Bill

John R. Cornell Secy: Dal:

11. 13 C & L.

To the Hon. Geo. Blow Circuit  
Court Judge in and for the County  
of Nausemond, State of Virginia:

Humbly complaining re-  
spectfully represents and shows unto  
Your Honor, Your Complainant, C. L.  
Lepshur, the following case:

That on the 14th day of April A.  
D. 1880, your Complainant obtained  
a judgment in the Circuit Court of  
Nausemond County against John R.  
Cornell on a promissory note waiving  
the benefit of the homestead exemption  
for the sum of One hundred and thirty  
four & <sup>79</sup>/<sub>100</sub> dollars with legal interest  
thereon from the third day of December  
A. D. 1878 till paid and for his costs,  
which said judgment was docketed  
in the Clerk's office of the County Court  
of said County on the 30th day of  
April 1880, - a copy of which judgment  
and the note on which it was founded  
duly certified and authenticated is here-  
with filed as a part of this Bill and  
marked "Exhibit A"

That the said judgment is subject  
to a credit of sixty dollars by endorsement



thereon as of the 3d. day of December 1878 and to a credit of Twelve dollars as of the same date paid by said John R. Cornwell but not endorsed on said note or judgment, and that the remainder of said judgment has never been paid, and is still due and unsatisfied.

That at the time said judgment was obtained and docketed as aforesaid, the said John R. Cornwell was seized and possessed in fee-simple of a certain parcel of land, situated in Chuckatuck Magisterial District in Staunemond County Virginia, containing Three hundred and twenty eight (328) acres, more or less and bounded on the North by the land of Chas. N. Pruden and "Hill's Point" farm, owned by H. J. McCracken, East by Staunemond River, South by Jas. N. Pruden's land and said River and West by the public county road from Suffolk to the Village of Chuckatuck, - which said parcel of land was conveyed to said John R. Cornwell by Nathl. G. Norfleet and Mary E. his wife and John R. Kilby, Trustee, by deed dated the 3d. day of November 1874 and duly recorded in the clerk's office of the County Court of said County.

That said John R. Cornwell was not

only seised and possessed of said land at the time said judgment was obtained and docketed as aforesaid, but has been ever since that time and is now seised and possessed thereof.

That said John R. Cornuee and Kate L. his wife by their deed of trust dated the 12th. day of December 1877 and duly recorded in said Clerk's office the 14th. day of December 1877, conveyed unto John R. Copeland Trustee the above-described land, in trust to secure to the Farmers Bank of Chausemond the payment of the sum of \$600, which at that time said Cornuee owed to said Bank, as will appear by a duly authenticated copy of said deed filed herewith as part of this Bill and marked "Exhibit B."

Your Complainant believes that said sum of \$600, has long since been paid to said Bank, and said deed of trust released, and that it is no longer a <sup>valid and</sup> subsisting lien or charge upon said land, and that said sum of \$600, was finally paid in full on or about the 18th. day of February 1879, sometime before said judgment was obtained and docketed as above, although no ~~evidence~~ release deed or other evidence thereof ap-



hears of record in said Clerk's office,

That on the 18th day of February 1879 said John R. Cornell and Kate L., his wife made their certain other deed of trust of record in said Clerk's office the 19th day of February 1879, conveying said land to John R. Copeland Trustee in trust to secure to said Bank the payment of the sum of \$1000, due to said Bank by said Cornell, as will appear by a duly authenticated copy of this last named deed of trust filed herewith as part of this Bill and marked "Exhibit C".

Your Complainant believes and so states that this sum of \$1000, or a considerable part thereof is still due and payable to said Bank and that said deed of trust given to secure the same was a valid and subsisting lien or charge upon said land, at <sup>and before</sup> the time said judgment was obtained and docketed and is yet such a lien, having priority over the said judgment of your Complainant,

That on the 29th day of October 1880, said Cornell and wife made their certain other deed of trust of record in said office the same day, conveying said land to said John R. Copeland, Trustee, in trust to secure

to the said Bank the payment of the further sum of \$500.<sup>00</sup>, due to said Bank by said Corneel, as will appear by a duly authenticated copy of said last-named deed of trust filed herewith as part of this Bill and marked "Exhibit D"

Your Complainant believes and so states that this sum of \$500, or a considerable part thereof is still due and payable to said Bank and that said deed of trust given to secure the same is a valid and subsisting lien on said land subsequent, however, to the lien of your Complainant's judgment on said land, as said judgment had been obtained and docketed nearly six months prior to the execution of said last-named deed of trust.

Your Complainant is advised and so charges that his said judgment is a lien on said land subsequent to the liens of said two first above-named deeds of trust and prior to the last above-named or third deed of trust, and that he has a right to enforce said lien against said land in and to subject said land to sale and the proceeds of the sale to the satisfaction and payment of his said judgment which remains unsatisfied. a Court of equity, provided the rents and profits of said land shall not



be sufficient to satisfy ~~said~~ the liens aforesaid to which it is subject.

And your Complainant expressly charges and says that the rents and profits of said land will not satisfy the liens aforesaid to which it is subject.

In consideration whereof your Complainant being without remedy save in a Court of Equity, prays that said John R. Cornell and Kate C. his wife and the said The Farmers Bank of Nausemond and John R. Leofeland, Trustee, may be made parties defendant to this Bill and be required to answer on oath in their proper persons all the allegations therein contained; that an account of all liens on said land, whether by judgments, deeds of trust, or otherwise and especially an account of the judgment lien of your Complainant upon said land, may be taken, stated and reported to Court according to their dignity and respective priorities; that an account of the real estate of said John R. Cornell subject to said liens may be taken, stated and reported to Court, showing the fee-simple and an-

mal values thereof; That such decree as may be necessary may be made directing said land to be sold and the proceeds applied to the discharge and payment of your Complainants judgment aforesaid and the liens on said land according to their respective priorities; and that all further and adequate relief may be granted consistent with equity and as the case may require. And as in duty bound, your Complainant will ever pray &c.

L. L. Upshur  
By Wilbur J. Kilby  
his counsel,

4th. March 1881



Killy p. 9.

C. L. Mphur

vs. } In Chy

John R. Cornell & al.

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Bill

Price as through

30 Grant 515

C. L. Upshur

vs } Chy: Notes

John R. Cornell & wife vs. Lalo.

1881. March 15th: Sum. in Chy: issued to March Rules, 1881.

" " 7th: Bill & Exhibits filed - Decree nisi vs defts.

" April 4th: Decree nisi confirmed, and cause set for  
hearing: on mo: of Pltff's Counsel.



Chy: Notes

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