1895-011
Nansemond Co. (Suffolk) Chancery Causes: American Building & Loan Association vs Mary E. Pierce et al

From Oct 10, 1894 to Dec 5, 1894

Receipts $26 23.84

Disbursements

State & County Taxes	80.32
Town of Suffolk	217.47
J.B. Palmer	294.70
L.B.L. Association	1196.49
"	30.00
Jno. N. Wright	65.00
R.P. Waller	612.56
Suffolk Herald	9.00
Clerk Parker Court	13.00
A.N. Baker Sheriff	1.00
A.P. Gomer Clerk Court	7.81
R.R. Prentis Treas	30.00
	2557.36
C.W. Wright	61.48
Lee Mill Co.	
Lee Mill foundry bed	5.00
	$2623.84

2600 00

12 | 15600

13

1.8 1/2

104

13

28.40

13.

30 | 1300 (43
120
100
100

13
13
39
13
15 | 169 (11
15
19

23.84

12 30
1894 12 65
1894 10 10
3.75

1.24
13
11

Oct 10 45 Hrs. 1894

COMMISSIONERS' SALE OF VALUABLE REAL ESTATE IN SUFFOLK.

Pursuant to a decree of the Circuit Court of the county of Nansemond, Virginia, entered in vacation on the 7th day of July, 1894, in the chancery cause of The American Building and Loan Association vs. Mary E. Pieree and William H. Pierce, pending in said court, we shall proceed to sell at public auction, before the Courthouse door of said county, at Suffolk,

ON MONDAY, AUGUST 13, 1894,

(court day), at 12 o'cloek M., that certain lot or parcel of land with a handsome three-story residence, with modern improvements, thereon, situate on the east side of lower Main street in the town of Suffolk, county and State aforesaid, and bounded and described as follows: Commencing at a point on the said east side of said Main street fifty feet south of the northwest corner of the "Doctor Brown" lot, and running thence east three hundred and thirty feet, thence south fifty feet, thence west three hundred and thirty feet, thence north fifty feet to the place of beginning, and bounded on the north by the lot of Mrs. William Oliver, east by the land of the Trustees of St. Paul's Episcopal church, south by the lot of Mrs. Eliza Prentis, and west by the said Main street, the said residence being at present occupied by said William H. Pierce and wife.

TERMS.—One-half of the purchase priee in cash and the balance upon a credit of four, eight and twelve months, the said commissioners taking from the purchaser negotiable notes for the deferred payments, bearing interest from the day of sale, and retaining title to said property until said notes are paid in full; or if said commissioners deem it best they may execute a deed to the purchaser and take from him a deed of trust securing the notes given for the deferred payments; or if the purchaser so elect he may pay the entire purchase price in cash, the said sale to be reported to Court for its confirmation.

CLAUDE W. WRIGHT,
LEE BRITT,
Special Commissioners.

JULY 18, 1894.

I, A. P. Gomer, Clerk of the Circuit Court of Nansemond county, Virginia, do certify that the bond required of Claude W. Wright and Lee Britt as special commissioners under the decree of said Court made on the 7th day of July, 1894, in the chancery cause pending in said court between The American Building and Loan Association, complainant, and Mary E. Pierce and William H. Pierce, defendants, has been executed with security deemed sufficient by me.

Given under my hand this 16th day of July, 1894.

jy20-4w A. P. GOMER. Clerk.

Sold to
R P. Waller
for 2600 lbs
by J Porter
Driver

COURTS:
Roanoke City and Adjacent Counties,
United States Courts, and
Court of Appeals.

JNO. H. WRIGHT.
B. LACY HOGE.

Law Offices of

WRIGHT & HOGE.

Roanoke, Va., 189

I, John H. Wright of the City of Roanoke, in the State of Virginia, do hereby make Oath, That to the best of my knowledge & belief, I forwarded by mail to the Clerk of the Circuit Court of Nansemond Co Va in the spring of 1893 the bond Executed by Mary E Pierce & Wm H. Pierce, in favor of the American Building & Loan Association, of Minneapolis Minn, in the sum of Two thousand Dollars ($2000.00), dated Dec 16th 1889 said bond being conditioned for the payment of One thousand Dollars, advanced to said Mary E Pierce, or for the payment of twelve Dollars per month, for Monthly dues on 20 shares of stock in said association and all installments of interest and all fines charged against said stock. That to supposed said bond was filed in the papers in the Chancery Cause of the American Building & Loan Association vs Mary E Pierce & Wm H. Pierce, until said bond was recently called for. That no assignment of said bond has been made, but the same was held by the as Attorneys for said Association, and not having reached its destination, I suppose it must have been lost in the mail.

Witness my hand this 22d day of Dec 1894

Jno H. Wright

Subscribed & Sworn to before me this 22d day of Dec 1894.

J. M. Boswell N.P.

Mrs Mary E. Pierce Dr.

1892. To H. E. SMITH, Treasurer of Nansemond County, Va.

No. / No. of Acres 1 Lot	State Tax, 30 cents on the $100.	State School Tax, 10c. on the $100.	County Levy, 25c. on the $100.	Parish Levy, 5c. on the $100.	Co. School Tax, 5c. on the $100.	Dis. School Tax, 5c. on the $100.	Co. Road Tax, 10c. on the $100.	TOTAL AMOUNT OF TAXES.
To Real Estate, value $420 00	12 60	4 20	0 50					27 30
" Personal Prop'y, value $								
" Income, &c., value $								
" Poll Taxes								
Total								
Five per cent. additional								1 37
Total								28 67

Received Payment Dec 9th 1892 of C. W. Wright & Lee Britt Special Commissioners. H. E. Smith, Treasurer. King

2570
5208
7778

Mr. Mary E. Pierce Dr.

1893. To H. E. SMITH, Treasurer of Nansemond County, Va.

No. ... / No. of Acres 1 Lot	State Tax, 30 cents on the $100.	State School Tax, 10c. on the $100.	County Levy, 20c. on the $100.	Parish Levy, 5c. on the $100.	Co. School Tax, 5c. on the $100.	Dis. School Tax, 5c. on the $100.	Co. Road Tax, 10c. on the $100.	TOTAL AMOUNT OF TAXES.
To Real Estate, value $420	1 26	4 20	8 40					25 20
" Personal Prop'y, value $								
" Income, &c., value $								
" Poll Taxes								
Total								
Five per cent. additional								1 26
Total								26 46

Received Payment Dec 8 1894 H. E. Smith, Treasurer.

of C. W. Wright & Lee Britt
Special Commissioners

King

Mr. Mary E. Pierce Dr.

1894. To H. E. SMITH, Treasurer of Nansemond County, Va.

No. 59 / No. of Acres 1 Lot	State Tax, 30c. on $100.	State School Tax, 10c. on $100.	County Levy, 20c. on $100.	Parish Levy 5c. on $100	County School Tax, 5c. on $100.	District School Tax, 5c. on $100.	County Road Tax, 10c. on $100.	TOTAL AMOUNT OF TAXES.
To Real Estate, value $ 4200	12 60	4 20	8 40					25 20
" Personal Property, value $								
" Income, &c., value $								
" Poll Taxes								
Total								
5 per cent. additional								~~1 26~~
Total								~~26 46~~

Received Payment. Dec 8th 94 } H. E. Smith, Treasurer.
of C. W. Wright & Lee. Pritt
Special Commissioners. King

County & State Taxes $80 33

1892 — $2867
1893 — 2646
1894 — 2520
$8033

No. 765

Mrs. M E Pierce

1894.

To THE TOWN OF SUFFOLK, Dr.

To Tax on $ 4200 Real ~~and Personal~~ Estate, at $1 per $100, for General Purposes	$42	00
" Capitation Tax, at 50c. each, for General Purposes		
TOTAL FOR GENERAL PURPOSES	42	00
" Tax on $ 4200 Real ~~and Personal~~ Estate, at 8c. per $100, for the Poor	3	36
" " " $ 4200 Real ~~and Personal~~ Estate, at 12c. per $100, for Schools	5	04
" " " $ 4200 Real ~~and Personal~~ Estate, at 4c. per $100, for Roads	1	68
TOTAL FOR ALL PURPOSES	52	08
" 5 per cent. added after December 1st		

Elmer Wright - & Lee Britt S'lectmen.

Received payment 6 *day of* Dec, 1894. Commissioner Wright -, *Treasurer.*

No. 787

Mrs M C Pierce

1893. **To THE TOWN OF SUFFOLK, DR.**

To Tax on $ 4200 Real ~~and Personal~~ Estate, at $1 per $100, for General Purposes	$ 42	00
" Capitation Tax, at 50c. each, for General Purposes		
TOTAL FOR GENERAL PURPOSES	42	00
" Tax on $ 4200 Real ~~and Personal~~ Estate, at 10c. per $100, for the Poor	4	20
" " " $ 4200 Real ~~and Personal~~ Estate, at 10c. per $100, for Schools	4	20
" " " $ 4200 Real ~~and Personal~~ Estate, at 5c. per $100, for Roads	2	10
TOTAL FOR ALL PURPOSES	52	50
" 5 per cent. added after December 1st	2	63
Olando Wright & Lee Britt S'Jecial Commissioners	55	13

Received payment 8 *day of* Dec, 1894. Catherine A, *Treasurer.*

No. 777

Mr. M. E. Pierce

1892. TO THE TOWN OF SUFFOLK, DR.

To Tax on $ 4200 Real ~~and Personal~~ Estate, at $1 per $100, for General Purposes	$ 42	00
" Capitation Tax, at 50c. each, for General Purposes		
TOTAL FOR GENERAL PURPOSES	42	00
" Tax on $ 4200 Real ~~and Personal~~ Estate, at 8c. per $100, for the Poor	3	36
" " " $ 4200 Real ~~and Personal~~ Estate, at 9c. per $100, for Schools	3	78
" " " $ 4200 Real ~~and Personal~~ Estate, at 8c. per $100, for Roads	3	36
TOTAL FOR ALL PURPOSES	52	50
" 5 per cent. added after December 1st	2	63
" 6 per cent. interest added after January 1st		
Claude-Wright-Lee Bill Sfeed	55	13

Received payment 6 *day of* Dec, 189 4. Commissioner, *Treasurer.*

No.....

Mr. M C Price

1891. **TO THE TOWN OF SUFFOLK, DR.**

To Tax on $ 4200 Real ~~and Personal~~ Estate, at $1 per $100 for General Purposes	$ 42	00
" Capitation Tax, at 50c. each, for General Purposes		
TOTAL FOR GENERAL PURPOSES	42	00
" Tax on $ 4200 Real ~~and Personal~~ Estate, at 5c. per $100, for the Poor	2	10
" " " $ 4200 Real ~~and Personal~~ Estate, at 10c. per $100, for Schools	4	20
" " " $ 4200 Real ~~and Personal~~ Estate, at 10c. per $100, for Roads	4	20
TOTAL FOR ALL PURPOSES	52	50
" 5 per cent. added after December 1st	2	63
" 6 per cent. interest added after January 1st		
Clerk Wright & Lee Britt Select	55	13

Received payment 8 *day of* Dec, 189 4 Commissioner Wright, *Treasurer.*

Town Taxes $217.47

52.08
53.13
55.13
55.13

217.47

1891 $ 55.13
1892 55.13
1893 55.13
1894 52.08

Total $217.47

$234.00

Twelve months after date with legal interest from Sale payable quarterly until paid we bind ourselves our heirs executors and administrators to pay unto John B Pinner Guardian and Trustee for Geo Carter Darden the just and full sum of Two Hundred and Thirty-four Dollars and we hereby waive the benefit of our Homestead Exemption as to this debt obligation and contract. Witness our hands and seals This 11 day of August 1887.

Beatrice I. Daughtrey Seal

W. L. Daughtrey Seal

Jno B Penner Gdn $294.70

REC'D IN PART PAYMENT,
of interest
of within to Nov 10th 1887 $3.57
John B Penner
Guardian and Trustee &c

REC'D IN PART PAYMENT,
of interest
of within to 10 Feb 1888 $3.57
John B. Penner
Guardian and Trustee &c

REC'D IN PART PAYMENT,
of interest
of within to 10 May 1888 $3.57
John B. Penner
Guardian and Trustee &c

REC'D IN PART PAYMENT,
of interest
of within to 10 Aug 1888 $3.57
John B. Penner
Guardian and Trustee &c

REC'D IN PART PAYMENT,
of interest
of within to 10 Nov 1888 $3.57
John B Penner
Guardian and Trustee

REC'D IN PART PAYMENT,
of interest
of within to 28 Feb 1889 $4.21
John B. Penner
Guardian and Trustee

REC'D IN PART PAYMENT,
$16 3rd int from Feb 28 89 to
of within Aug 10 1889
John B. Penner
Guardian and Trustee.

Received Aug 10 1890
$14.04 interest in within
to date
John B. Penner
Guardian and
Trustee.

Dec. 7th 1894

Received from Claude H. Wright and Lee Britt Special Commissioners Two Hundred Ninety-four and 70/100 Dollars being the amount allowed me in full payment of this bond Principal $234.00 Interest from 10 Aug 1890 to Dec 7th 1894 $60.70 under report of Spl. Com. R. R. Brents in chancery cause of Bell & Lodge vs. Allen & al.

John B. Penner
Guardian and Trustee
for Geo Corder Darden

M. E. Wirt Pierce

JANUARY 1ST 1893 | ASSETS, $ 2.454.174 79
/ SURPLUS, $ 454.081.37

The American Savings and Loan Association.

JAS. H. BISHOP, President.
BYRON SUTHERLAND, V Prest
THOS E. BISHOP Secretary
CHAS. F. BROWN Treasurer

AMERICAN BUILDING

Minneapolis, Minn. 2/12/95. 169

TO SAVE TROUBLE ALWAYS MENTION OUR CERTIFICATE NUMBER.

D. #336.

C. H. Causey, Jr.,

Suffolk, Va.

Dear Sir:-

Replying to your favor of the 4th inst., relating to the foreclosure against Mary E. Pierce, I will say that we have recently received a remittance from Mr. Wright on this claim.

Yours respectfully,

C. M. Bailey

Att'y.

Ps.

To Members: Send us a new Share Holder. We will allow you 50 cts. per share on every share you sell.

THOS. E. BISHOP,
Secretary.

amt 984.00

Int from Sept 29/01 69.04

to Sept 22/02

Fines 24.00

1067.04

50.00

1117.04

57.04

Suffolk, Va., Sep. 19th 1892

RECEIVED OCT 3 1892

Mrs. M. E. Pierce & Dobie

TO HARPER and WEST, DR.

FIRE, LIFE, MARINE and ACCIDENT INSURANCE AGENTS.

OFFICE: No. 19 WASHINGTON SQUARE

Date.	Policy No.	Company.	Property Insured.	Amount.	Premium.
1892	15649	Germania & American Ins. Co.	Dwelling	2000.	$20.00

Received payment of American Ins. Co. Harper & West Agts. Oct 28, 1892.

Dec 8th 1894

Rec'd Payment of within account.

J C Wrightsman Att'y Spl Comm'rs.

Jno. H. Wright Atty

for Am B & L. Ass'n

Loose $18 Mary E. Pierce

TERMS—CASH.

Suffolk, Va., Sept 22 1893

Mr American S & L. Ass'n

TO HARPER, WEST & DOBIE, DR.

FIRE, LIFE, MARINE AND ACCIDENT INSURANCE AGENTS.

OFFICE: No. 29 WASHINGTON SQUARE.

Date.	Policy No.	Company.	Property Insured.	Amount.	Premium.
Sept 22 93	27/582	Ins F & Marine	Pierce Dwg	1000	$10 00

Rec'd Payment

10/7/93

Harper West & Dobie

Thanks –

Dec 8th 1894

Rec't payment of within account of C.W. Wright & Lee Bros Spl Comrs.

Jno K. Wright atty
for Wm B & L Lessee

Rec'd of Claude W. Wright and Lee Britt, Special Commissioners in Chancery cause of American Building & Loan Association vs M. E. Pierce and W. H. Pierce the sum of Sixty Five (65) Dollars in payment of fee allowed John H. Wright attorney for plaintiff and taxed attorney's fee in said cause.

Wilbur J. Kilby
Atty. for John H. Wright.

8 Dec. 1894

John N. Wright Atty
Fee & Cost $65.00

COURTS:
Roanoke City and Adjacent Counties,
United States Courts, and
Court of Appeals.

JNO. H. WRIGHT.
B. LACY HOGE.

Law Offices of

WRIGHT & HOGE.

Roanoke, Va., ... 189.....

$1196 49/100

Rec'd of C W Wright & Lee Butt, Spl Comrs
Eleven Hundred & Ninety-Six 49/100 Dollars, in full of
the bond of Mary E Pierce to The American Build-
ing & Loan Association, of Minneapolis Minn, the
bond being dated Dec 16th 1889, and signed by
Mary E Pierce & Wm H Pierce her husband.

Jno. H. Wright Atty
for Am B & L Ass'n

A. B. & L. Association
Bond $11.96 49
Insurance 30.00
$122.6.49

American Building & Loan Association
In Chancery
vs
Mary E. Pierce & Wm. H. Pierce

Rec'd of Claude W. Wright & Lee Britt, Special Commissioners in above cause the sum of Thirteen (13) Dollars in payment of fee for services as Crier in making sale of the M. E. Pierce lot in Suffolk on the 13th day of Aug. 1894 sold under decree of the Circuit Court in said cause
Dec 8/94 G. D. Parker Crier

Claude W. Wright
Rec'd of Lee Britt, Special Commissioners in above cause the sum of one Dollar in payment of fee due me as Sheriff.
A. S. Barnes Sheriff
Dec 10th 1894

Rec'd of Claude W. Wright & Lee Britt Special Commissioners in above Cause the sum of Thirty Dollars in payment of fee due me for making up report of debts &c in said cause

R. R. Ellis,
Dec. 10, 1894 Comm'r in Chancery.

Received of Claude L. Wright & Lee Britt Special Commissioners in Chancery Cause of American Building & Loan Association the sum of Seven dollars and eighty one cents in payment of Clerk's fee and writ Tax on suit above mentioned.

Dec 10th 1894

A. P. Stoney Clerk

Received of Lee Britt & C. L. Wright Special Commissioners in said cause five dollars fee for writing deed from Commissioners to R. Page Waller.

Dec 10, 1894.

Lee Britt
Atty

$612.56

Recd of Claude W. Wright and Lee Britt Special Commissioners in Chancery Cause of American Building & Loan Association vs Mary E. Pierce Wm H. Pierce, the sum of Six Hundred & Twelve & 56/100 Dollars in part payment of debt by bond amounting to $807.56 Feby 16, 1892 with interest thereon from Feby 16, 1892, secured by deed of trust on lot of Mary E. Pierce, said deed being dated March 19, 1891, said bond being made payable to W. B. Ferguson Esq and assigned to Miss Sallie Tazewell, dec'd, the said amount of $612.56 being the balance of proceeds from the sale of said lot under the decree of the Circuit Court of Montgomery County in said cause after payment of costs & prior liens on said property, which said payment has been credited on said bond

R. P. Waller Ex Com

R. P. Waller Exp
$612.56

TRANSIENT ADVERTISEMENTS and SUBSCRIPTIONS PAYABLE in *Advance.*
ANNUAL ADVERTISERS Required to Settle *Quarterly.*
JOB WORK, *Cash on Delivery.*

Suffolk, Va., Dec 1894

THE SUFFOLK HERALD

BOOK AND JOB PRINTING ESTABLISHMENT

J. E. BOOKER, Proprietor

Printed for C W Wright & Lee Bell Spl Comrs
In Chan Cause of Am B & L Assn vs Mrs & Whitehead

94

July 20 To Advertising Sale of W S Pierce Real Estate
C/r Inches — 4 Weeks 26 = $13.00
Less 309 9.00

Paid — Dec 8 94
J E Booker Propr

J. E. Booker
$900

COUNTY OFFICERS.

HON. WILBUR J. KILBY, County Court Judge.
R. R. SMITH, Clerk County Court.
A. P. GOMER, Clerk Circuit Court.
E. E. HOLLAND, Commonwealth's Attorney.
A. H. BAKER, Sheriff.
H. E. SMITH, County Treasurer.

Clerk's Office, . . .

. . . Nansemond County.

Suffolk, Va., ... 189

The American Building
and Loan Association
vs } In Chancery
Mary E Pierce & W H Pierce

Costs	6.31
Sheff	1.00
Sax	1.50
Atty	15.00
Comm Prentis	30.00
	$53.81

A. P. Gomer Clerk

OCTOBER

10

Wednesday

Oct. 10 31 Days 1894

282—82

2.5-40
126
2646 1893
2240 1892
4886
25.20 1894
74.06

2867 1892
2646 1893
2520 1894
80.33

INSURE WITH THE

HomeInsuranceCo.NewYork.

Cash Capital, - $3,000,000.00.

Val. 4200.

State Co

1892	28.67
93	26.46
	5-5-13

Town

1891	5-5-13
92	5-5-13
93	5-5-13
	16-5-39

$220.52

115-0

5-0

100

152052

1 2 3 @ 2 = 246

1 2 3
2 2 3
2.2 4

1-

March 1. 1892

1296.
30.
12.
6.
1338.-
312.
1026.-

The A.B.&L. Association

vs

Mary E. Pierce Walters

Vouchers for
Disbursements of
Special Commissioners
Wright & Brill as
per report of March
30, 1895 filed in
said cause

Farmers Bank of Nansemond,

SUFFOLK, VA.

In Account with

G. W. Wright & Son Bill

Special

YOUNG & SELDEN BANK STATIONERS BALTO.

Coupon

Farmers Bank of Nansemond,
SUFFOLK, VA.

Special Comm

Dr. In account with Claud W. Wright & Lee Pruitt Cr.

1894			1894				
Dec 6	Depot	26 2 3 84	Dec 7	Jno. B. Pinner	Guardian Trustee		$194.70
			" 8	C.W. Wright	Mess Sup		217.47
			" "	W. E. Smith	3	80.32	
			" "	Claude W. Wright	4	30.74	
			" "	Lee Pruitt	5	35.74	
			" "	W. M. Riley	6	65.00	
			" "	J. E. Booker	7	9.00	
			" "	G.T. Porter	8	13.00	
			" "	A.P. Gomer	Clk 9	7.81	
			" "	A.N. Baker	Sheriff 10	1.00	
			" "	R.R. Prentis	11	30.00	
			" "	American Bk Note Co	12	1224	49
					Forward		$2081.28

Forward	$1623.84	1849 Dec 8	Forward	$ 2.011.28
		" "	R. P. Waller Est	13 612.56
	$1623.84			$1623.84

Know All Men by These Presents, That we Claude Wright Lee Britt Edward E. Holland Luther R Britt & Sidney Britt

are held and firmly bound unto the COMMONWEALTH OF VIRGINIA in the just and full sum of Four Thousand DOLLARS, to the payment whereof, well and truly to be made to the said Commonwealth, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

And we waive the benefit of our exempton as to this obligation, and also waive any claim or right to discharge any liability to the said Commonwealth arising under this bond, or by virtue of the office, post or trust herein mentioned, with coupons detached from bonds of said Commonwealth.

Sealed with our seals, and dated this 16th day of July in the year of our Lord one thousand eight hundred and ninety-four, and in the 119th year of the Commonwealth.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas by a decree of the Circuit Court of Nansemond County Virginia pronounced in Vacation on the 7th day of July 1894 in the Chancery Cause pending in said Court between The American Building & Loan Association Complainant and Mary E Pierce & Wm A Pierce Defendants it was decreed that the lot mentioned in the Bill in this cause be sold and that Claude Wright & Lee Britt were appointed Special Commissioners to sell the same and required before proceeding to sell the same to execute a bond in the penalty of Four thousand dollars with good personal security payable to the Commonwealth of Virginia and conditioned for the faithful discharge of their duties under said decree and all other decrees they may be required to execute in said Cause. Now if the said Claude Wright & Lee Britt shall faithfully discharge their duties as Special Commissioners aforesaid under said decree and all other decrees they may be required to execute in said Cause (SEAL) then the above obligation is to be void, otherwise it is to remain in full force and effect.

Claude Wright (SEAL)

Lee Britt (SEAL)

Luther R Britt (SEAL)

Edward E Holland (SEAL)

In the office of the Clerk of the Circuit Court of Nansemond County, on the 16th day of July 1894

The above bond was executed and acknowledged by the obligors (the sureties justifying on oath as to their sufficiency) and recorded.

Teste:

A Copy Teste, A P Gomey, Clerk

C. A. P. Gomey CLERK.

CHANCERY SUMMONS.

The Commonwealth of Virginia,

TO THE SHERIFF OF NANSEMOND COUNTY—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON Mary E. Pierce & Wm. D. Pierce

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 1st Monday in September 1892, to answer a Bill in Chancery, exhibited against them in the said Court by "The American Building & Loan Association" a Corporation Chartered under the laws of the State of Minnesota, and doing business in the State of Virginia.

and have then and there this summons.

Witness, A. P. GOMER, Clerk of our said Court, at his office, this 22nd day of August 1892, in the 117th year of the Commonwealth.

Teste:

A. P. Gomer Clerk.

Executed this the 23rd day of Aug ust 1892 by delivering a true
Copy of the within summons to
Mrs. E. Pierce in person
W.S. Ayres Sh'ff
by W.A. Powers Dep

John A Wright pqf

The American Building
& Loan Association
vs
Sn Chancery

Mary E Pierce &
Wm V. Pierce

1892
September Rules
First Monday

Hansen end Circuit Court
Process Book No 2 Page 68

The American Building&Loan Association-Plaintiff

VS

Mary E.Pierce and others Defendants

To the Honorable Robert R.Prentis,Judge of the Circuit Court of Nansemond County:-

The undersigned,Special Commissioners,beg leave to report that in accordance with and in obedience to the decree herein pronounced on the IO day of October I894,they have collected the purchase money due by R.Page Waller for the "Pierce Lot"and conveyed the said lot to him by deed with special warranty,and have distributed the funds which came into their hands by virtue of decrees in this cause as follows:-

-Receipts-

Amount received from R.P.Waller	$2600.00
Int.on same from Oct.IO,I894 to Dec.5,1894	23.84

-Disbursements-

Paid State&County Taxes for I892-3-4	$80.33
"Town of Suffolk " for I89I-2-3-4	2I7.47
Paid John B.Pinner G'd'n&Trustee, bond	294.70
" American Building&Loan Association bond to John H.Wright,attorney,	II96.49
Paid A.B.&L.A.by J.H.Wright, "Insurance"	30.00
" to John H.Wright,atty,by W.J.Kilby his attorney,fee and attorney's tax,	65.00
" Suffolk Herald for advertising sale	9.00
" Geo.T.Parker for services as Crier	I3.00
" A.H.Baker,Sheriff,fees,	I.00
" A.P.Gomer,Clerk of Court,fees,	7.8I
R.R.Prentis,Commissioner,for report,	30.00
[illegible]e,W.Wright and Lee Britt,Commissioners,commissions on $2623.84,gross proceeds from sale	6I.48
" Lee Britt,atty,for preparing deed from Commissioners to purchaser	5.00
" R.P.Waller,executor of Miss Sallie Tazewell,deceased,in part payment of amount due on bond to her as assignee of W.B.Ferguson&Co	6I2.56
	$2623.84 $2623.84

Vouchers in support of which above mentioned disbursements are herewith returned and made a

part of this report. Your Commissioners further report that R. Page Waller, the purchaser of said lot, elected after the sale to pay the purchase money in cash upon the execution of a proper deed and paid the same on the 5th of December I894 when the said deed was executed and delivered to said Waller, upon which purchase price of $2600.00 your Commissioners required the said Waller to pay interest at six per.cent.per.annum from the IOth day of October I894, the date of the confirmation of said sale by the court, to the 5th day of December I894, amounting to the sum of twenty three dollars and eighty-four cents making the full amount received from said purchaser twenty six hundred and twenty three dollars and eighty four cents., but did not require the payment of interest on the purchase price from August II, I894, the day of the sale to October IO, I894, the date of said confirmation of the sale, as the said purchaser did not get possession of the property before the latter date. Your Commissioners further report that the State County and Town of Suffolk taxes against the said lot for the year I894 amounting to $77.28 were not reported as constituting a part of the first lien on the said lot in the special commissioner's report filed April 2, I894 in this cause, but as the said taxes were payable at the date of the sale, to wit, August II, I894, and then by virtue of the statute of Virginia constituted a part

of the first lien ,in the opinion of your commissioners,on the property as it stood,they paid the same and have made report thereof in the account hereinbefore set out,and they ask that their action in the foregoing matters be approved and confirmed.

Respectfully submitted

March 30th 1895 Claude. Wrenshall Committee
Lee Britt

The American Building & Loan Association

vs. { In Chancery

Mary E. Pierce & others

Report of sales of Commissioners Overstreet & Britt

Filed March 30th 1895

H. D. Gowen Clerk

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

COMMISSIONERS' SALE OF VALUABLE REAL ESTATE IN SUFFOLK.

Pursuant to a decree of the Circuit Court of tbe couuty of Nansemond, Virginia, entered in vacation on tbe 7tb day of July, 1894, in tbe chancery cause of The American Building and Loan Association vs. Mary E. Pierce and William H. Pierce, pending in said court, we shall proceed to sell at public auction, before the Courthouse door of said county, at Suffolk,

ON MONDAY, AUGUST 13, 1894,

(court day), at 12 o'clock M., that certain lot or parcel of land with a handsome three-story residence, with modern improvements, thereon, situate on the east side of lower Main street in the town of Suffolk, county and State aforesaid, and bounded and described as follows: Commencing at a point on the said east side of said Main street fifty feet south of tbe northwest corner of the "Doctor Brown" lot, and running tbence east three hundred and thirty feet, tbence south fifty feet, thence west three hundred and thirty feet, thence nortb fifty feet to the place of beginning, and bounded on the north by the lot of Mrs. William Oliver, east by the land of the Trustees of St. Paul's Episcopal church, south by the lot of Mrs. Eliza Prentis, and west by tbe said Main street, the said residence being at present occupied by said William H. Pierce and wife.

TERMS.—One-half of the purchase price in cash and the balance upon a credit of four, eigbt and twelve montbs, the said commissioners taking from the purchaser negotiable notes for tbe deferred payments, bearing interest from tbe day of sale, and retaining title to said property until said notes are paid in full; or if said commissioners deem it best tbey may execute a deed to the purchaser and take from him a deed of trust securing the notes given for the deferred payments; or if the purchaser so elect he may pay the entire purcbase price in cash, tbe said sale to be reported to Court for its confirmation.

CLAUDE W. WRIGHT,
LEE BRITT,
Special Commissioners.

JULY 18, 1894.

I, A. P. Gomer, Clerk of the Circuit Court of Nansemond county, Virginia, do certify that the bond required of Claude W. Wright and Lee Britt as special commissioners under the decree of said Court made on the 7th day of July, 1894, in the chancery cause pending in said court between The American Building and Loan Association, complainant, and Mary E. Pierce and William H. Pierce, defendants, has been executed with security deemed sufficient by me.

Given under my hand this 16th day of July, 1894.

jy20-4w A. P. GOMER, Clerk.

Office of The Herald.

Suffolk, Va. Aug 17 1894

I hereby certify that the order of which the annexed is a copy has been published in THE SUFFOLK HERALD in the manner prescribed by law==once a week for four successive weeks.

J. C. Booker

Editor Herald.

$4.00

The American Building&Loan Association.Plaintiffs

VS In.Chancery.

Mary E,Pierce and William H.Pierce Defendants.

To the Honorable Chandler W.Hill,Judge of the Circuit Court of Nansemond County.

The undersigned,Commissioners appointed by decree made in the above cause and entered on the 7th day of July 1894 ,proceeded to execute the duties thereby enjoined upon them.As required by said decree,after advertising the time,place and terms of sale in the "Suffolk Herald",a newspaper published in the Town of Suffolk,Virginia,once a week as shown by certificate of J.E. Booker, Editor Herald, hereto attached for four successive weeks, your Commissioners proceeded to sell,at public auction,to the highest bidder,before the Court-house door of the said County of Nansemond,at Suffolk,on Monday,August 13,1894(Courtday),at 12 o'clock M.,the house and lot in the bill and proceedings mentioned,at which sale R.Page Waller made the highest bid and became the purchaser at twenty six hundred (2600) dollars.Your Commissioners believe that the said R.Page Waller is now ready to pay the said purchase price upon the execution of a proper deed from your Commissioners conveying the said property to him.Your Commissioners recommend to the Court that the said sale be confirmed.Your Commissioners further report that they have given the bond required by the decree directing the sale.

Respectfully submitted

Clancy G. Wright

Lee Britt Commissioners

Sept. 24th, 1894

The American Building
& Loan Association
vs
In Chancery
Mary E. Pierce & W.H. Pierce

Report of Sale

1894 September 25th
Filed
A.D. Gomey Clerk

Everett Waddey,
Stationer and Printer,
Richmond, Va. } Form No. 400.

Commissioner's Office,

Suffolk, Va. January 2. 1893

To The American Building and Loan Association
Complainant.

And

Mary C. Pierce and William H. Pierce
Defendants.

You are hereby notified that I have fixed upon the 17th day of January 1893 ~~next~~,

if fair, if not, on the next fair day thereafter (Sunday excepted), to take and settle at my office, the account

"of the liens upon the property of the Defendants
"in the Bill and proceedings mentioned with their dignity and
"priority; and also what sum is due the Complainant upon the
"Mortgage held by it upon said property; and whether, in the
"opinion of said Commissioner the rents issues and profits
"of said property will pay said liens within five years"

required to be taken by a decree of the Circuit Court of the County of Nansemond

rendered on the 18th day of October 1892, in a suit in chancery depending in said

court, between you

at which time and place you are required to attend.

Given under my hand, as Commissioner in chancery of the said court, the day and year first aforesaid.

Robert L. Phillips,
Commissioner

We acknowledge legal and
sufficient service of this notice.

Lee Britt
Atty for W. S. & Pierce
and Mary E. Pierce

Jno. H. Wright Atty for
American B & L Assn

Form No. 400

COMMISSIONER'S NOTICE.

vs.

Commissioner's Office,

Suffolk, Va., March 31. 1894.

The American Building and Loan Association

Against --- In Chancery

Mary E. Pierce and William H. Pierce.

To the Circuit Court of Nansemond County:

Pursuant to the Decree of this Court pronounced in the above entitled cause on the 18th. day of October 1892, the undersigned, one of the Commissioners in Chancery of this Court, having first given notice as required by law, which notice is herewith returned, duly acknowledged by Counsel for the parties, proceeded on the day named in said notice to take and settle the several accounts as directed in said Decree. Being unable to complete the same on that day, the said cause has been continued from time,to time, to this day, when this report is completed.

The results of his work are herewith reported as follows:

I.

DESCRIPTION of the property involved in this proceeding with its annual and fee simple values.

That certain lot or parcel of land fronting fifty (50) feet on the East side of Main Street, Suffolk, Virginia, described as follows: Commencing at a point on the East side of Main Street, in the Town of Suffolk, Virginia, fifty (50) feet South of the Northwest corner of the Doctor Browne Lot, and running thence East three hundred and thirty (330) feet, thence South fifty (50) feet; thence West three hundred and thirty (330) feet; thence North fifty (50) feet to the place of beginning.

The estimated annual value of said property is $200.

The estimated fee simple value of said property is $3000.

II.

The Liens on the property in the Bill mentioned together with their dignities and priorities are as follows:

1.	State and County Taxes for the year 1892	$28.87	
	State and County Taxes for the year 1893	26.46	$55.13
2.	Town of Suffolk Taxes for 1891	$55.13	
	Town of Suffolk Taxes for 1892	55.13	
	Town of Suffolk Taxes for 1893	55.13	165.39
3.	John B. Pinner Guardian and Trustee		
	Deed of Trust. Dated August 10. 1887.		
	Principal	234.	
	Int. Aug. 10. 1890 to May 15. 1894	52.83	286.83
	Amount carried forward		$507.35

	Amount brought forward		$507.35
4.	American Building and Loan Association		
	Mortgage. Date Decr. 16. 1889		
	Recorded Decr. 28. 1889 Deed Book No. 23,		
	page 131. Nansemond County Clerk's Office.		
	1892 March, 1st. Principal due per bond	$1296.	
	Int. on $1000. 6 Mos. to date	30.	
	Fines for 6 Mos. to date	12.	
		$1338.	
	By 26 Mos. dues $12. per Month	312.	
		$1026.	
	Int Mar. 1. 1892 to May 15. 1894	135.94	
	Attorneys fee per contract	50.	$1211.94
5.	R. Page Waller Executor of Sallie Tazewell, deceased, who was assignee of W. B. Ferguson & Co.		
	Deed of Trust. Date March 19. 1891		
	Recorded March 19. 1891, Nansemond County Clerk's Office, See Deed Book No. Page		
	Amount due Feb. 16th 1892	$807.58	
	Int. Feb. 16. 1892 to May 15. 1894	109.00	916.58
	Amount carried forward.		$2,635.87

	Amount brought forward		$2,635.87
6.	A. Brinkley and N. Beaman, partners as Brinkley & Beaman		
	1891, Oct. 2. Judgment (Circuit Court)		
	Docketed Oct. 3. 1891		
	Principal	$112.88	
	Int. Oct. 1. 1891 to Feb. 1. 1892	2.25	
	Costs	2.99	
		118.13	
	By cash of E. E. Holland Trustee	56.44	
		$61.69	
	Int. Feb. 1. 1892 to May 15. 1894	8.46	70.15
	R. P. Waller and Luther R. Britt partners as		
	R. P. Waller & Co.		
	1891, Oct. 2. Judg ment Nansemond County Circuit Court, confessed in Clerk's Office		
	Docketed Oct. 3. 1891		
	Principal	$110.38	
	Int. Aug 27.1891 to Feb. 1. 1892	2.76	
	Costs	6.62	
		$119.76	
	By cash of E. E. Holland Trustee	58.76	
		$61.00	
	Int. FeB. 1. 1892 to May 15. 1894	8.25	69.25
	Amount carried forward.		$2,775.27

	Amount brought forward		$2,775.27
	E. Adlesdorf Administratrix of Julius Adlesdorf deceased, lately trading as Adelsdorf Brothers.		
	1891 Oct. 2. Judgment. Nansemond County Circuit Court, confessed in Clerk's Office		
	Docketed Oct. 3. 1891.		
	Principal	$159.01	
	Int. Aug. 29. 1891 to Feb. 1. 1892	3.96	
	Costs	7.62	
		$170.59	
	By cash of E. E. Holland Trustee	82.75	
		$87.84	
	Int. Feb. 1. 1892 to May 15. 1894	12.07	99.91
7.	W. C. King		
	1891 Oct. 9. Judgment. Benjamin Riddick, Mayor of Suffolk.		
	Docketed Oct. 24. 1891		
	Principal	$42.71	
	Protest	1.32	
		44.03	
	Int. Sep. 29. 1891 to May 15. 1894	7.04	
	Costs	1.70	52.77
8.	Wm. H. Howell, Sheriff		
	1891 Oct. 13. Judgment. Benjamin Riddick, Mayor of Suffolk.		
	Docketed Nov. 24. 1891		
	Principal	$12.55	
	Int. Oct. 13. 1891 to May 15. 1894	1.94	
	Costs	1.70	16.19
	Amount carried forward		$2,944.14

	Amount brought forward		$2,944.14
9.	Burwell Riddick and W. J. Green, trading as Riddick & Green		
	1891 Oct. 23. Judgment. Benjamin Riddick Mayor of Suffolk		
	Docketed Nov. 5. 1891		
	Principal	$55.00	
	Int. Oct 15. 1891 to May 15. 1894	8.52	
	Costs	1.70	65.22
10.	James D. Patton		
	1891 Nov. 6. Judgment. Benjamin Riddick, Mayor of Suffolk.		
	Docketed Nov. 6. 1891		
	Principal	$26.83	
	Int. July 21. 1891 to May 15. 1894.	4.56	
	Costs	1.70	33.09
11.	C. W. Jenkins, assignee of J. C. Bell and C. W. Jenkins		
	1892 Feb.11. Judgment. Benjamin Riddick, Mayor of Suffok.		
	Docketed Feb. 22. 1892.		
	Principal	$24.00	
	Int. Jan. 31. 1892 to May 15. 1894.	3.30	
	Costs	1.25	28.55
12.	S. R. Dunn		
	1892 Mar. 21. Judgment. Nansemond County Circuit Court, confessed in Clerk's Office		
	Docketed Mar. 26. 1892		
	Principal	$137.30	
	Int. Mar. 1. 1892 to May 15. 1894	17.93	
	Costs	7.52	162.75
	Amount carried forward		$3233.75

	Amount brought forward.		$3233.75
13.	Thomas N. Beamon, assignee of Z. Early & Co.		
	1892 Feb. L. Judgment. Benjamin Riddick, Mayor of Suffolk.		
	Docketed Apr. 16. 1892.		
	Principal	$25.00	
	Int. Feb. 1. 1892 to May 15. 1894	3.44	
	Costs	1.20	29.64
14.	E. L. Folk, trading as E. L. Folk & Co.		
	1892 July 27. Judgment. R. L. Brewer Jr., Mayor of Suffolk.		
	Docketed Aug. 29. 1892		
	Principal	$41.22	
	Int. Feb. 16. 1892 to May 15. 1894	5.56	
	Costs	1.75	48.53
15.	W. B. Ferguson, E. A. Norfleet and W. W. Cockey, trading as W. B. Ferguson & Co.		
	1892 Oct. 15. Judgment. R. L. Brewer Jr., Mayor of Suffolk.		
	Docketed Oct. 15. 1892.		
	Principal	$4.91	
	Int. Oct. 8. 1892 to May 15. 1894.	.45	
	Costs	2.25	7.61
	Grand total.		$3319.53

III.

It is apparent from the foregoing statements that the rents xxx issues and profits of the property in the Bill and proceedings mentioned will not pay the liens within five years.

Given under my hand this 31st. day of March 1894.

Robert R. Lewis
Commissioner in Chancery.

Fee $30.

American B. & L.
Association

Report of
Comm'r Prentis

Dated Mar 31. 1894

Mary E. Pierce Vs

Filed April 2nd 1894
A. P. Gorney Clerk

The American B & L. Ass'n.

vs

Mary E Pierce et al

This cause came on this day to be heard again ~~on motion~~, by consent of parties, Entire Room, upon the papers formerly read and upon the report of C. W. Wright & Lee Bird, Commissioners, of the sale made by them, pursuant to former decree, of the Real Estate in the Bill & proceedings mentioned, to which report there is no Exception, & was argued by Counsel. On Consideration whereof the Court doth ratify & confirm the sale made by said Commissioners to R. P. Waller as shown by said report and doth adjudge, order & decree, that upon the receipt of the cash payment the said Commissioners, after paying the Costs of suit and sale, do pay the balance upon the claims reported by Commissioner R. R. Prentis, in the Order of their priorities, including the insurance premiums upon said house, paid and constituting a part of the debt by said complainant amounting to thirty dollars and constituted by the Complainant; and if the purchaser shall elect to pay the Entire purchase money in cash said Commissioners are Empowered to receive the same and execute a deed with special warranty to the said R. P. Waller to convey the property and distribute in like manner among the Creditors named in Commissioner Prentis' report. Otherwise said Commissioners C. W. Wright & Lee Bird will take from the purchaser his notes for the deferred payments, with approved Endorser, and deposit the same in the Farmers Bank of Hammond to their credit in this cause, for distribution as they shall make. Or if said purchaser prefer, said Commissioners are authorized to Execute a Deed for said

The American Bd. C. Ass'n

vs } In Chancery

Mary E. Pierce et al

Decree confirming Sale &c.

To be Entered

C. M. H.

Dec 10 1894

We consent to the within order to be Entered in vacation.

Jno. H. Wright S. C.

Lee Britt

S. D.

John F. Pinner Trustee

John B. Pinner Exr & Trustee of Robt Darden.

Minnie Briggs Trustee

R. P. Wilkes Executor

of Wilkes Jayne deceased

Entered in Chancery Order Book No. 2 Page 570.-

Real Estate, with special warranty of title, and take from the purchaser a deed of trust therein to secure the payment of said credits in lieu of a lien on the land sold. And they will make report to Court of their proceedings under this decree.

The American Building & Loan Association
vs } In Chy - Circuit Ct Nansemond Co Va.
Mary E Pierce & Wm N. Pierce -

This cause came on to be heard this day, in vacation, by consent of parties endorsed hereon, upon the Bill & Exhibits filed therewith, the answer of the Defendants, and the report of Commissioner R. R Pruden, made in accordance with a former decree herein, to which no Exceptions have been filed, and was argued by Counsel.

On consideration whereof the Court doth adjudge, order & decree that Claud W. Wright & Lee Britt, who are hereby appointed Special Commissioners for the purpose, having first given bond before the Clerk of this Court with security approved by him in a penalty of $4000.00 conditioned according to law for the faithful discharge of their duties under this or any future order to be made herein, and having advertised the time, place and terms of sale, once a week for four weeks in the Suffolk Herald, a newspaper published in the Town of Suffolk, do proceed to sell by public auction the house and lot in the Bill & proceedings mentioned, at some point in the Town of Suffolk, and upon the following terms, to wit: One half the purchase money in Cash, and the balance upon a credit of four, eight and twelve months, taking from the

purchase negotiable notes for the deferred payments, bearing interest from the day of Sale, and retaining the title to said property until said notes are paid in full; or if said Commissioners deem it best they may Execute a Deed to the purchaser and take from him a Deed of Trust securing the notes given for the deferred payments; or if the purchaser so elect he may pay the Entire purchase price in Cash.

Said Commissioners will report such Sale to Court for its Confirmation, and when confirmed, will make Deed to the purchaser, with special warranty of title, and out of the proceeds of Sale will pay first the Costs and Expenses of Suit and Sale, and next the liens upon said property in the order of priority as shown by the report of Commissioner R R Prentis, and will make report to Court of the distribution made by them with vouchers for all payments made.

C M Thurman
July 7. 1894

American B & L. Association

vs } In Chy - In vacation.

Capt A P Gomes
Clerk Court
Suffolk
Va

Mary E. Pierce &
Wm. H. Pierce

Decree for Sale,
To be Entered.

July 7th
June 1894

C M C

Entered in Chancery
Order Book No. 2. Page 562

The Comment to the within decree
to be Entered in vacation.

Geo H. Wright P.Q.
John D. Pinner
Smalle
by J.B. Pinner
atty

John B. Pinner
Gdn & Smalle for Geo C. Darden.
Lee Britt
atty for W.H. Pierce
Mary E. Pierce
R. P. Waller Atty for Daily Herald
Smalle by Bigg & Thurston

The American Building & Loan Ass'n
vs
Mary E. Peirce &
Wm. H. Peirce

This cause came on this day to be heard upon the Complainant's Bill and Exhibits filed therewith, the answer of the Defendants with General replication thereto, and was argued by Counsel. On Consideration whereof the Court doth adjudge, order and decree, that Robt. B. Peirce one of the Commissioners of this Court do take state and report to Court an account of the liens upon the property of the Defendants in the Bill and proceedings mentioned, with their priority and priority; and also what sum is due the Complainants upon the Mortgage held by it upon said property, and whether in the opinion of said Commissioner the rents issues & profits of said property will pay said liens within five Years.

And by Consent of parties, here Entered of record by Consent, this cause is set for further hearing to be had in vacation.

We Consent to the foregoing decree.

Jno. H. Wright S.S.
Lee Smith p.d.

The American Bible Assn
vs
In Chancery
Mary E. Pierce &
Wm. N. Pierce

Decree
To be entered
C W D

Oct 18th 1892.

Entered in Chancery
Order Book
No. 2. Page 470.

JANUARY 1ST 1892 | ASSETS, $ 2,647,583.47
SURPLUS, $ 422,668.19

The American Building and Loan Association.

COMMERCE BUILDING

JAS H BISHOP, President.
THOS E BISHOP, Secretary
CHAS F BROWN, Treasurer

Minneapolis, Minn. 6/16/92. 169

TO SAVE TROUBLE ALWAYS MENTION YOUR CERTIFICATE NUMBER.

Mrs. Mary Pierce,

Suffolk, Va.

Dear Madam:-

I am in receipt of a letter from Mr. J. H. Wright of Roakoke, Va., in regard to the settlement of our claim against your property. I have this day turned over to our Attorney all papers relative to your mortgage, with instructions to proceed at once to foreclose on the same, which will be done. I have used all my power to get you to understand that unless this matter was settled it would cost you a great deal of money, and would eventually result in your losing your home. The matter has now come to a point where we propose to ascertain just what our rights are in the matter. I enclose you herewith, in accordance with a request made by Mr. Wright, a statement for repayment of your loan. This is the last statement we will ever render you in regard to the matter. You can either now repay this loan entirely or pay up all arrears of dues, fines and interest. Meanwhile, we propose to commence foreclosure proceedings, and if we incur any expense in that matter you will be obliged to pay the same before we will release your mortgage. Please understand that a tender of money cannot be made this Association unless it is made at the home office in the City of Minneapolis. We require all payments due us to be made here and we cannot accept payment of loan where money is tendered in any other part of the country. Please advise us what you propose to do in this matter at once.

Yours truly,

F W Stoneman

To Members:- Send us a New Share Holder. We will allow you 50 cts. per share, on every share you sell.

THOS. E. BISHOP,
Secretary.

1/24/95 –

Mary E Pierce

Suffolk Va

Dear Madam

we have never received renewal Ins. policy from you to take the place of your old Ins. Stat referred Ref. 22. 94. Kindly favor us with renewal policy at your earliest convenience + oblige

yrs truly

dictated by J.G.S.

J. E Bishop
Secy

9/[illegible]/99.

Messrs. Barnes, West & Cowan,

Suffolk, Va.

Gentlemen:-

Yours of the 23rd inst. enclosing bill for $30 for [illegible] "Seaman Assurance" policy on Brig W.H.D. Barnes, came to hand Saturday morning, and in accordance with your request, we herewith hand you our Treasurer's check #19374 to your order for $30 in payment of the premium. Kindly acknowledge receipt by return mail, which we also enclose, and oblige us by signing your bill which we also enclose and return with the policy, and greatly oblige us.

Yours truly,

L. P. HARPER.

HARPER & WEST
INSURANCE

Fire, Life, Marine, Accident, Steam Boiler, Employers' Liability, Fidelity, Plate Glass, Elevator, Cyclone and Tornado.

CAPITAL AND ASSETS REPRESENTED, $275,000,000.

No. 29 Washington Square.

SUFFOLK, VA. Sept.19th, 1892.

RECEIVED SEP 23 1892

The American Bld'g & Loan Ass'n,

Minneapolis, Minn.

Gentlemen:

We have issued to-day a new policy in the German American Insurance Company in renewal of the policy for $2000 on the dwelling of Mrs.Mary E.Pierce of Suffolk. As Mr.Pierce has failed in business, and sold most of his property here, we think it very unlikely that he can pay the premium, and we write to advise you that we have the policy and will hold it until we can hear whether you will pay the premium on same, when we will at once forward the policy to your address. Awaiting your reply, we are,

Yours very truly,

Harper, West & Dobie

Agents.

E

Ans 9/26

Sent written

Requested the return of bill receipt and our policy

COURTS:
Roanoke City and Adjacent Counties,
United States Courts, and
Court of Appeals.

JNO. H. WRIGHT,
B. LACY HOGE.

Law Offices of

WRIGHT & HOGE.

Roanoke, Va., July 16 1893

R. R. Reuter Esq
Suffolk

Dear Bob:

I send to return the enclosed received today with my Endorsement of acceptance. Not knowing what claims ~~Pl~~ Defts may set up of course I am not prepared to meet them. I simply offer them contract and if any claim is made adverse to its terms will try to sustain it. Very cold here; mercury 6° below zero this morning at 7 O' clock.

Yours Truly
Jno H. Wright

LOAN NO. 5/8

FIRE POLICY.

VIRGINIA FIRE AND MARINE INSURANCE COMPANY.

TO

Mary E. Bunce

Suffolk Va

Expires Sept. 22-1894

No. 271582

Amount Insured, $ 1000

Premium, - - $ 10.00

Agency at [illegible]

Mary F.Pie ce Assured.

$1000 Upon her three story, frame metal roof building, with Mansard roof roof, and single story addition of same material attached in rear, occupied by assured as a family residence, and situated on the East side of Lower Main Street, in Suffolk, Va.

Other Insurance permitted.

3-4 Value clause Usual Mortgage Clauses attached. Other Ins. permitted. Attached to Policy No. [illegible]

Virginia Fire and Marine Ins.Co.

Hughes West & Bain

Agents.

1-93-10.000

(SETA Form)

THREE-FOURTHS CASH VALUE CLAUSE.

It is a condition of this policy, that in event of loss or damage by fire to the property insured, this Company shall not be liable for an amount greater than **three-fourths** *of the cash value of the same—not exceeding the amount of said policy—at the time immediately preceding such loss or damage; and in the event of other insurance on the property insured, then this Company shall not be liable for more than its* **proportion** *of three-fourths such cash* **value** *at the time of the fire.*

Attached to and made a part of Policy No. 217582

Virginia Fire and Marine Insurance Company.

Form 76.

MORTGAGE CLAUSE.

(To be attached only to policies covering in whole or in part on real property.)

Loss, if any, payable to The American Savings and Loan Association, of Minneapolis, Minnesota, Mortgagee or trustee, as hereinafter provided.

It being Hereby Understood and Agreed, that this insurance as to the interest of the Mortgagee or Trustee only therein, shall not be invalidated by any act or neglect of the Mortgagor or owner of the property insured, nor by the occupation of the premises for purposes more hazardous than are permitted by the terms of this policy, or refuses to pay any premium due under this policy, then, on demand, the Mortgagee or Trustee shall pay the same. Provided, That in case the Mortgagor or owner neglects or refuses to pay any premium due under this policy, then, on demand, the Mortgagee or Trustee shall pay the same. Provided, also, that the Mortgagee or Trustee shall notify this Company of any change of ownership or increase of hazard which shall come to his or their knowledge, and shall have permission for such change of ownership or increase of hazard not permitted by the policy to the Mortgagor or owner shall be paid for by the Mortgagee or Trustee on reasonable demand, and duly endorsed on this policy, And Provided Further, That every demand made by this Company upon and refusal by the Mortgagor or owner to pay according to the established schedule of rates. It is, however, understood that this company reserves the right to cancel this policy as stipulated in the printed conditions in said policy; and also to cancel this agreement on giving ten days notice of their intention to the Tustee or Mortgagee named therein, and from and after the expiration of the said ten days this agreement shall be null and void. It is Further Agreed, that in case of any other insurance upon the property hereby insured, then this Company shall not be liable under this policy for a greater portion of any loss sustained than the sum hereby insured bears to the whole amount of insurance on said property issued to or held by any party or parties having an insurable interest therein. It is Also Agreed that whenever this Company shall pay the Mortgagee or Trustee any sum for loss under this policy, and shall claim that as to the Mortgagor or owner, no liability therefore exists, it shall at once and to the extent of such payment, be legally subrogated to all the rights of the party to whom such payment shall be made, under any and all securities held by such party for the payment of said debt. But such subrogation shall be in subordination to the claim of said party for the balance of the debt so secured. Or said Company may at its option, pay said Mortgagee or Trustee the whole debt so secured, with all the interest which may have accrued thereon to the date of such payment, and shall thereupon receive from the party to whom such payment shall be made an assignment and transfer of said debt, with all securities held by such parties for the payment thereof.

To be attached to policy No. 27582 of the Pa Fr M Ins Co Insurance Co.

Suffolk Sept 22nd 189 9 Hoyt Wentworth & Wise Agent.

No. 271582 CHARTERED 1832. $1000

VIRGINIA FIRE AND MARINE

INSURANCE COMPANY,

OF RICHMOND, VA.

In Consideration of the sum of One & no/100 *Dollars premium and of the acceptance of the stipulations and agreements hereinafter contained, does insure* Wm E. Price *against such immediate loss and damage, not exceeding* One Thousand *Dollars, as may be caused by Fire or by Lightning, between 12 o'clock noon of the* 22nd *day of* Sept *1893, and 12 o'clock noon of the* 22 *day of* Sept *1894, to the following property, to-wit:*

[redacted]

h loss or damage shall in no case be held to exceed the absolute and unconditional interest of the assured in the said property, and the said loss or damage shal
nated, as of the date of the fire, according to the then actual cash value of the property so lost or damaged, and severally, if so described herein, nor shall it in
exceed an amount sufficient in case of a building, to replace or repair the same, or in case of other property, what would make good the damage or loss, or
pany may restore the property in kind in either case; but in every such case deduction shall be made therefrom of a suitable sum for any depreciation thereof f
change of style, use, or otherwise; and it shall be paid to the assured *sixty days* after the receipt by said Company, at its office in the city of Richmond, Virg
uch sufficient and satisfactory proofs of loss as are hereinafter required, unless the Company shall (as it may) elect to indemnify the assured by replacing or repairing
property lost or damaged, of which election the Company shall notify the assured within the said sixty days, and shall after such notice, proceed, with reasonable
batch, to replace or repair the said property, and shall be permitted to do so, free from restraint or interference by assured; and in case of the total destruction of
insured property by fire or lightning, if the amount and value of the loss is estimated at less than the amount insured, the Company will return to the assured the
nium upon such excess of insurance, for the term of the Policy, not exceeding twelve months. And this insurance is based on estimates of the value of the prop-
by the assured, and it is agreed by and between assurer and assured that such estimate of value for the purposes and conditions of this contract, shall be treated
ly as assured's, not withstanding an officer or agent of the Company may have examined the property.

But this Policy is made upon the following additional stipulations and agreements by which the assured, in accepting this Policy, agrees further to become bound, viz:

That, If it is founded upon a Written Application signed by the assured, or authorized by him, the said application shall be treated as a part of, and be regarded as if incorporated in the Policy, and the statements made therein shall be treated as warranties by the assured that the facts therein stated are true;

That this Policy does not Cover or Insure money or bullion, bills, notes, accounts, books of account, deeds, evidences of debt, or securities of property of any kind; nor any plate-glass doors or windows of the dimensions of nine square feet or more, buildings on leased ground, goods on storage or commission, property held in trust, jewelry, precious stones, watches, plate, medals, musical instruments (piano fortes in dwelling houses excepted), printed books, printed music, scientific instruments, paintings, printed engravings, photographs, photographic negatives, statuary, sculptures, curiosities, patterns, casts and models, fences, fire arms, outbuildings, store furniture, shelving, counters, pictures or picture frames, and fixtures of every kind; **unless** the same be specifically named and insured;

That this Company shall not be Liable under this Policy for loss or damage by fire caused by or resulting from war, invasion, insurrection, riot, civil commotion, mob, military power, civil authority, explosion, earthquake, storm, hurricane, or neglect of assured to comply with all police regulations in respect to fire; or neglect to make reasonable efforts to save the property exposed to or on fire; nor, for loss by theft at or after a fire; nor, if the assured assigns this Policy, before loss, without the consent of the Company endorsed hereon; nor, if a judgment, decree, or execution be entered or issued against the property insured, or suit be instituted in reference to the same, or if there be any change in the title or interest of the assured in or to said property in any way, or by sale or mortgage or other incumbrance, or if the title or interest of assured is less than an entire, absolute, unconditional, unincumbered *fee simple* ownership, **unless**, in each event, notice thereof, before loss or damage, be given in writing by the assured to the Company, and it accept the same in writing hereon; nor, if the building insured be or become unoccupied, in part or in whole, for the purposes indicated above, or there be any change in the character of the occupancy or use so as to increase the risk, or if the risk be increased otherwise by causes within the control or knowledge of the assured, or, if the property insured be used for any purpose other than that or those designated by the description thereof as above written, or if it be a manufacturing establishment running in whole or in part over or extra time, or running at night, or if it shall cease to be operated without special agreement endorsed on this Policy; **unless**, in each event, notice thereof be given by the assured to the Company, and its consent be endorsed on this policy; nor, if loss or damage should occur while alterations or repairs are being made to the property hereby insured, **unless**, consent of this Company to make them be given and endorsed hereon (except that thirty days are allowed for repairing dwelling houses, provided the same be occupied at same time as usual); nor if the building or buildings, above described, or contents, or both shall fall, in part or in whole, from any cause, except such fall be caused solely by fire or lightning; nor, if the assured, on or after obtaining this Policy, shall have or procure other contract of insurance, whether valid or not (the procurement or existence of which shall be deemed and treated as such other insurance) upon the property above named, **unless** consent in advance of the same be obtained of this Company, and such consent thereto be endorsed on this policy; nor shall the Company be liable, with such consent, to contribute in case of loss or damage to said property, more than its ratable share of such loss or damage, in proportion as the sum insured hereby bears to the whole amount insured under whatever character or form of policy or policies or, whether the other Companies be solvent or insolvent; and if any of the other Policies are subject to conditions of average, this Policy shall be subject to average in like manner; except, that if specific insurance exist on any item or items of the property insured hereby, not concurrent herewith, then this Policy shall not apply or contribute to loss or damage thereon until such specific insurance has been held primarily liable, and been first exhausted in satisfying such loss or damage as shall occur on the same; nor, if any premium note or other obligation given by the assured shall not have been paid at maturity, **unless** this Company shall have accepted payment thereof before loss or damage happens; nor, if there be fraud or false representations in the procurement of this policy by the assured, or any false swearing or fraud, or attempt at fraud is made by him, before or after loss or damage, in support of his claim for loss, or in the proofs of loss hereinafter mentioned, or otherwise, in connection with this Insurance, or claim under it.

It is furthermore Expressly Stipulated and Agreed by the assured, in accepting this policy, as a condition of recovery for loss or damage under this policy:

That in Case of Loss or Damage by Fire or Lightning, the assured shall give the Company immediate notice thereof, in writing, stating the circumstances and cause of the fire or loss, so far as known to him, and as soon thereafter as practicable furnish the Company, under oath, an estimate of such loss, and, if the loss be of personal property, an itemized account of same, embracing the first cost and the present cash value of the property burnt or damaged. He shall also make oath that he has suffered said loss or damage solely by misfortune and without fraud, and that he has done no act in violation of this Policy. He shall also state what other insurance, if any, there was on the same property, giving the names of the Companies in which such other insurance was effected, the amount and written portions of each Policy, and state how, by whom, and for what purposes the building insured or containing the property insured was occupied at the time of the loss or damage alleged, and what was its whole value or ownership; and, if required by the Company, the assured agrees to submit to an examination, under oath, and if required, to a second examination, by any person deputed by the Company, concerning his claim for the loss or damage asserted, and to furnish and deliver to the Company for examination and inspection, his books of accounts and other proper vouchers, invoices or duplicates of bills of purchases of the property burnt, damaged, or saved. He shall take proper care of the property at and after the loss or damage, and put it in the best order possible for examination by the Company, or for appraisement, if desired by the Company, separating the damaged from the undamaged. The sound cash value of property lost or damaged, as well as the amount in cash of any loss or damage, unless the amount of said loss or damage is agreed upon between the assured and the Company, shall be appraised by disinterested and competent persons, one to be selected by this Company, and one by the assured, and where either party demand it, the two so chosen may select an umpire to act with them in case of disagreement; and if the said appraisers fail to agree they shall refer the differences to such umpire, each party to pay their own appraiser and one-half the umpire's fee, and the award of any two in writing shall be binding and conclusive as to the amount of such loss or damage, but no appraisal nor agreement for appraisal shall be construed, under any circumstances, as evidence of the validity of said Policy, or of the Company's liabilities thereon; but the Company may at any time elect to take the damaged personal property at its sound cash value. The Company and also the assured shall give written notice of the election of either to submit such questions of amount of sound value and damage to arbitration within sixty days after the date of the fire or lightning which caused the loss or damage, and payment of loss entitles the Company to subrogation as to all rights of assured against others; and until all such informa-

CONDITIONS CONTINUED ON OTHER SIDE.

All Available Text Successfully Captured

THE GLOBE LEGAL WRAPPER. Patented Feb. 11, 1890. Second Quality.
the manuscript—then bend the points down flat—dampen the gummed flap and stick it down—this

The American Building&Loan Association-Plaintiff

VS

Mary E.Pierce and others-- Defendants

In the Circuit Court of Nansemond County-

This cause came on this day to be further heard on the papers formerly read and on the report of Special Commissioners,Claude W.Wright and Lee Britt, dated and filed March 30, 1895, pursuant to decree entered herein on the IO day of October I894,showing that the Pierce Lot in Suffolk has been sold ,under decree in this cause,and that R.Page Waller has become the purchaser for the sum of $2623.84,being the purchase price of $2600 and interest thereon from October IO,I894 to December 5,I894 amounting to $23.84 aggregating the sum of $2623.84, which money has been disbursed as set forth in said report as per vouchers submitted to this court and returned with said report,that the said Commissioners Wright&Britt have executed a deed conveying the said lot with special warranty to the said R.Page Waller,that they have paid the State,County and Town of Suffolk taxes against the said lot for the year I894 amounting to $77.28 which were not included in report of liens filed April 2,I894 in this cause,to which report of Special Commissioners,Wright and Britt no exceptions have been filed,and was argued by counsel.On consideration whereof the court doth ratify,confirm and approve the said report in all respectsand the acts of the said Special

Commissioners, Wright&Britt as stated and reported therein.

And it appearing to the court that there is nothing further to be done in the said cause it is hereby ordered that the same be stricken from the docket.

The American Building & Loan Association
vs. In Chancery
Mary E. Pierce & others

Decree confirming report of Special Commissioners Wright & Britt. Fenil Deene

To be entered
Robert T. Dentis
April 13, 1895.
Entered in Chancery Order Book No. 2. Pg. 632.

(FORM 38)

This Indenture, Made this Sixteenth day of December in the year of our Lord one thousand eight hundred and eighty nine (1889), between Mary E Pierce and William H Pierce her husband of the Town of Suffolk in the County of Nansemond and State of Virginia, parties of the first part, and the **American Building and Loan Association,** of the City of Minneapolis, in the County of Hennepin and State of Minnesota, party of the second part.

Witnesseth, That the said parties of the first part, for and in consideration of the sum of Two Thousand Dollars ($2000.00) to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have GRANTED, BARGAINED, SOLD, CONVEYED AND CONFIRMED, and by these presents do GRANT, BARGAIN, SELL, CONVEY AND CONFIRM, unto the said party of the second part, its successors and assigns, FOREVER, all that Tract, Piece, or Parcel of land lying and being in the County of Nansemond and state of Virginia described as follows, to-wit:

Commencing at a point on the East side of Main Street in the Town of Suffolk Virginia Fifty (50) feet South of the North West Corner of the Doctor Brown Lot and running thence East Three Hundred and Thirty (330) feet. Thence South Fifty (50) feet: Thence West Three Hundred and Thirty (330) feet. Thence North Fifty (50) feet to the place of beginning: being the same lot conveyed by Leroy Johnson & B. J Doughtrey by Deed of July 16th 1886 and recorded on Page 674 of Book of Deeds No 16 in said County and State

To Have and to Hold the Same, Together with all the hereditaments and appurtenances thereunto in anywise appertaining, unto the said party of the second part, its successors and assigns forever. And the parties of the first part do COVENANT with the party of the second part, its successors and assigns as follows: That they are lawfully seized of said premises in fee simple; That they have good right to grant and convey the same as above conveyed: That said premises are free from all Liens and Incumbrances Whatsoever That the said party of the second part, its successors and assigns, shall quietly enjoy and possess the same and that the said parties of the first part will WARRANT AND DEFEND the title to the same against all lawful claims.

And the said parties of the first part do still further COVENANT AND AGREE with said party of the second part, its successors and assigns: That at all times during the continuance of this Mortgage, and until the same shall be fully paid or released they will keep the buildings on the said premises unceasingly insured in some first-class, responsible Insurance Company, satisfactory to the Mortgagee for at least the sum of One Thousand Dollars, ($1000.00) payable in case of loss to said party of the second part to the amount then secured by this Mortgage, and that they will during all said time pay all taxes and assessments that may for any and all purposes be assessed or imposed on said premises, or any part thereof, and will pay them previous to the time when any part of said premises could he sold for any such Taxes or Assessments: And that in case said parties of the first part shall neglect or refuse to keep said buildings continually insured, or such taxes and assessments paid, as herein provided, then and in either of such cases the said parties of the first part hereby authorize and empower the said party of the second part, its successors and assigns, to effect such Insurance and pay such taxes or assessments, and to charge all such sum or sums paid for either and all such purposes, to the said parties of the first part, and to tack and impress the same as an additional lien on said premises, to remain secured by, and as a part of this Mortgage, and to bear interest at the same rate as the indebtedness secured hereby, and to foreclose for the same, at the same time and in the same manner as for the original indebtedness hereby secured.

This Mortgage being given to secure an advancement made on Twenty (20) shares of stock in said AMERICAN BUILDING AND LOAN ASSOCIATION, the monthly payments on which amount to $12.00 per month, said parties of the first part do further covenant and agree to make the said monthly payments on said stock as they shall become due until said stock becomes fully paid in.

Provided, Nevertheless, That if the said parties of the first part their heirs, executors, administrators or assigns, shall well and truly pay or cause to be paid to the said party of the second part, its successors or assigns, at its Home Office, in Minneapolis, Minnesota, the sum of Two Thousand Dollars ($2000.00), and interest according to the conditions of one (1) certain bond made and executed by Mary E Pierce and William H Pierce her husband said parties of the first part to said party of the second part, bearing even date herewith, payable on or before nine years from date,

with interest on One Thousand ($1000.00) Dollars.

State of Virginia
County of Nansemond } to wit:

I, E E Holland, a Notary Public for the County aforesaid, in the State of Virginia, do certify that Mary E Price and William H Price whose names are signed to the writing hereto annexed, bearing date the 15th day of December, 1889, have acknowledged the same before me in my County aforesaid,

Given under my hand and seal this 24th day of December, 1889

E. E. Holland
Notary Public

Seal of E. E. H. N. P.

at the rate of six per cent per annum until paid, interest payable monthly, or shall pay or cause to be paid, at the Home Office of said Association, all installments of interest which become due on said bond, and all fines and monthly payments which become due on said stock until said stock becomes fully paid in and of the value of $100 per share, and before any of said installments of interest or monthly payments shall have been past due for a period of six months, and shall then surrender said stock to said Association in payment of said bond, then this deed shall be null and void, otherwise to remain in full force and effect. But if default be made in the payment of the said sum or sums of money, or of any installment of interest thereon, or of any monthly payment on said stock for a period of six months after the same shall be due, or any part of either, or in effecting the Insurance, or in paying the taxes at the time or times hereinbefore specified for the payment thereof, or in any condition in this Mortgage contained, then and in either or any such case the whole principal sum or sums secured by this Mortgage and the interest thereon accrued up to the time of such default, shall at the election of said second party its successors or assigns, of its or their agent, become thereupon due and payable immediately upon said default, and the said parties of the first part do hereby authorize and empower the said party of the second part, its successors or assigns, the owner hereof, its agent and attorney, at its or their election and without notice of such election to foreclose at once this mortgage for such sum or sums and interest and money paid as may be due and payable by the terms of said bond hereby secured; and to sell the said hereby granted premises at public auction, and convey the same to the purchaser in fee simple agreeably to the statutes in such case made and provided, and out of the moneys arising from such sale to retain the principal and interest then accrued on the sum or sums so elected to be foreclosed for, together with any Insurance, Taxes or Assessments, paid as above stipulated and all costs and charges of such foreclosure, including Fifty Dollars ($ 50 00) Attorneys' fees for foreclosing this mortgage, and pay the surplus, if any, to the said parties of the first part their heirs, executors, administrators and assigns.

This Mortgage is understood to be made with reference to and under the laws of the State of Minnesota,

In Testimony Whereof, The said parties of the first part hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in Presence of

E. E. Holland

Jno H Wright

Mary E Pierce SEAL

William H Pierce SEAL

SEAL

SEAL

State of .....
} ss.
County of .....

Be it Known, That on this ..... day of ..... A. D. 188 ..., before me personally came .....

to me personally known to be the identical person described in, and who executed the foregoing Mortgage, and severally acknowledged that ..... executed the same as ..... free act and deed. And the said ..... on an examination by me separate and apart from her said husband, acknowledged that she executed said mortgage freely and voluntarily and without fear or compulsion from any one.

.....
Notary Public.

County of .....

State of .....

In the Clerks Office of Nansemond County Court the 28th day of December 1889
This Mortgage was presented with the certificate annexed Juded admitted to record
Teste
A. H Gomey Jr D.C

A Copy Teste;
R R Smith Clerk
By A. H Gomey D.C

LOAN NO. 818

MORTGAGE DEED.

Mary E Pierce

—TO—

AMERICAN

Building and Loan Association.

Office of REGISTER OF DEEDS.

County of .....

State of .....

I hereby certify that the within Mortgage Deed was filed in this office for record on the ..... *day of* .....

..... *A. D., 188* ... *at* .....

o'clock ... *M., and was duly recorded in book* ..... *of Mortgages, page* .....

Recorded in Deed Book No 23 Page 131

Register of Deeds of said County.

By .....

.....

American Building and Loan Association,

MINNEAPOLIS, MINN.

All Available Text Successfully Captured

(Form 11)

Know all Men by These Presents,

That Mary E Pierce and William H Pierce her husband of the County of Nansemond and State of Virginia are held and firmly bound unto the **American Building and Loan Association,** of the City of Minneapolis, and State of Minnesota, in the sum of Two Thousand ($2000.00) Dollars, lawful money of the United States of America, to be paid to the said Association, its certain attorney, successors or assigns, at its Home Office in Minneapolis, Minnesota, to which payment well and truly to be made we bind ourselves our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our Seals, and dated at Minneapolis, Minnesota, this Sixteenth day of December, one thousand, eight hundred and eighty nine.

The condition of this obligation is such that, whereas, said Mary E Pierce has bid, in accordance with the By-laws of said Association, the sum of One Thousand ($1000.00) Dollars, as and for a premium for the advancement to him by said Association of One Thousand ($1000.00) Dollars, by way of anticipation of the value, at their maturity, of Twenty (20) shares of the capital stock of said Association, now owned by said Mary E Pierce; and, whereas, said Association has this day advanced to said Mary E Pierce the sum of One Thousand ($1000.00) Dollars, in consideration of said premium, and by way of said anticipation:

Now, Therefore, if the above bounden Mary E Pierce and William H Pierce their heirs, executors and administrators, or any of them, shall well and truly pay or cause to be paid unto the said Association, its certain Attorney, successors or assigns, at its said Home Office, on or before nine years from date hereof, the just sum of Two Thousand ($2000.00) Dollars, as aforesaid, together with interest on One Thousand ($1000.00) Dollars, at the rate of six per cent per annum, from the Sixteenth day of December A. D. 1889, until paid, in money, payable monthly; or shall well and truly pay, or cause to be paid, unto said Association, its certain Attorney, successors or assigns, at its said Home Office, the sum of Twelve ($12.00) Dollars, on the First day of each and every month hereafter, as and for the monthly dues on said Twenty (20) shares of the capital stock of said Association now owned by the said Mary E Pierce and by her hereby sold, assigned, transferred and set over to said Association as security for the faithful performance of this bond, and shall also well and truly pay, or cause to be paid, all installments of interest aforesaid and all fines which become due on the said stock, without any fraud or further delay, until said stock becomes fully paid in and of the value of one hundred dollars per share, and shall then surrender said stock to said Association; then, and in either of such cases, the above obligation to be void, otherwise of full force and virtue.

Provided, However, and it is hereby expressly agreed, that if, at any time, default shall be made in the payment of said interest, or the said monthly dues on said stock, for the space of six months after the same, or any part thereof, shall have become due, or if the taxes, and assessments on the property mortgaged to secure the faithful performance of this bond, be not paid when due, or if the insurance policy or policies on the said mortgaged property be allowed to expire without renewal, then, and in either or any such case, the whole principal sum aforesaid shall, at the election of said Association, its successors or assigns, immediately thereupon become due and payable, and the sum of Twelve Hundred and Ninety Six ($1296.00) Dollars, less whatever sum has been paid said Association, as and for the monthly dues on said Twenty (20) shares of said capital stock, at the time of said default, may be enforced and recovered at once as liquidated damages, together with and in addition to, all interest and fines then due, and all costs and disbursements, including said taxes, insurance and assessments, which have been paid by said Association, anything hereinbefore contained to the contrary notwithstanding.

Signed, Sealed and Delivered in Presence of

E. E. Holland

Jno H Wright

Mary E Pierce [Seal]

William H Pierce [Seal]

[Seal]

State of Virginia
County of Nansemond } ss.

On this 24th day of December 1889, personally appeared before me Mary E Pierce and William H Pierce to me personally known to be the identical persons described in, and who executed the above bond and acknowledged that they executed the same freely and voluntarily.

E E Holland Notary Public.

County of Nansemond

State of Virginia

(Seal)

LOAN NO. 818

BOND

Mary E Pierce & Husband

—TO—

American Building and Loan Association.

Home Office:—Minneapolis, Minn.

To Hon C.W. Hill, Judge of the Circuit Court of Nansemond County, Va:

The Complaint of "The American Building & Loan Association", a Corporation duly Chartered under the laws of the State of Minnesota, and doing business in the State of Va, respectfully represents and shows unto Your Honor, that Your Complainant is a Mutual Building and Loan association, under the Corporate name above given. That on the 29th day of May 1889, Mary E. Pierce, of the Town of Suffolk in the State of Virginia, subscribed for and became the owner of 20 shares of the Capital Stock of said association, for which a certificate No 29062 was duly issued to her, wherein and whereby she agreed to pay to said association at its home office in Minneapolis, Minnesota, the sum of sixty cents on each and every share on or before the 1st day of each and every month thereafter, until said stock should become fully matured and of the value of $100 per share. That on or before the 29th day of July 1889, the said Mary E. Pierce made application for an advancement of $1000 by way of anticipation of the value of her shares of said stock at their maturity, and in accordance with the By-Laws of said association, bid the sum of $1000 as and for a premium for the privilege of obtaining such ad-

vancement, which application and bid were accepted and approved by the Complainant's Board of Directors, and the advancement applied for as aforesaid was duly made.

That on the 16th day of Dec 1889, in order to secure the continued payment of the monthly dues as they should become due, on said 20 shares of stock, the said Mary E Peirce and Wm. H. Peirce, her husband, for and in consideration of the advancement aforesaid, made, Executed and delivered to Your Complainant, at its home office in the City of Minneapolis, Minnesota, their certain bond in writing, a copy of which is herewith filed, as part of this bill, marked "B", whereby they acknowledged themselves firmly bound unto the Complainant, in the sum of $2000, for the payment whereof, well and truly, to be made, they bound themselves jointly and severally.

That on the 16th day of Dec 1889, the said Mary E. Peirce and Wm H. Peirce, her husband, for and in consideration of the said advancement and for the purpose of securing the faithful performance of the conditions of the bond aforesaid, made, Executed and delivered to the Complainant, at its home office in Minneapolis, Minnesota, their certain Mortgage Deed in writing, a copy of which, marked "D" is herewith filed as a part of this bill, whereby they did grant, bargain, sell

convey and confirm unto the Complainant certain Real Estate described therein and situated in the Town of Suffolk, Virginia, for accurate description of which reference is here made to said Deed; and that said conveyance was to be void only upon the faithful performance of the conditions of said bond. That by the terms of said Deed, it was stipulated and agreed, that if default were made in the payment of the monthly instalments of interest or dues for a period of six months after the same should become due, or if default were made in the payment of taxes, assessments or insurance, when due, then the whole principal sum or sums named in said bond should immediately become due and payable at the Complainants election, and that foreclosure proceedings might be commenced without notice of such election, and that in case of foreclosure proceedings, the Plaintiff should be Entitled to recover of the Defendants the additional sum of $50. as an attorney's fee to be enforced and collected in the same manner as the principal sum secured thereby. Said Mortgage Deed is duly recorded in the Clerk's Office of the County Court of Nansemond Co Va. That the By Laws of said Complainant association, provide, among other things, that if any

member neglects to pay the monthly instalments of dues when they should become due, the stock of such member should be chargable with fines for such delinquent payments, at the rate of ten cents per share for each and every month the payments may be in arrears.
That default has been made in the performance of the conditions of said bond, in this: that Defendants have not paid the monthly instalments of dues which became due and payable on the said 20 shares of stock on the 1st day of Sept 1891, and on the first day of each and every subsequent month; that Defendants have not paid the monthly instalments of interest which became due on the 16th day of August 1891, and on the 16th day of each and every subsequent month; that Defendants have not paid the fines accruing on said 20 shares of stock by reason of the delinquent payments aforesaid; that the taxes and assessments against said mortgaged property have not been paid, according to the terms and conditions of said bond; that Defendants have neglected and refused to keep said property insured, according to the terms and conditions of said bond; that more than six months have elapsed since the first monthly instalment of dues and interest now in arrear became due and payable, and the Complainant elects elects to declare the whole princi-

bond and
sd sum named in said mortgage to be due and
payable at once.
That Defendants have paid, as and for monthly
dues on said 20 shares of Stock the sum
of $ 312.00 and no more, that by reason of De-
fendants' default in the payment of taxes and
assessments levied against said mortgaged
property, the Complainant, on the day of
189 paid the taxes for the year
amounting to $
Complainant now owns and holds said bond and
mortgage and no action at law has been insti-
tuted to enforce the collection thereof, the Defend-
ants, having, as Complainants is advised and
believes no other property than that included in
said Mortgage Deed.
That Defendants have or claim to have some in-
terest or right in said mortgaged property, but sub-
ject to the lien of Complainants' said mortgage.
And the Complainants alleges that the rents, issues
and profits of said mortgaged premises, will
not be sufficient in five years to pay its debt &
claim against the Defendants.
Wherefore, being without remedy, save in a Court
of equity, Your Complainant prays that Your
Honor will make an Order for the sale of said
mortgaged premises, to satisfy the claim of
Your Complainant for the sum of $ 984.00

with interest on $1000.00 from the 16th day of July 1891, and for fines at the rate of $2.00 per month from the 1st day of August 1891, and for taxes and Insurance paid upon said Mortgaged Property by Your Complainant, and for an attorney's fee of $50.00 as stipulated in said Mortgage, and that Your Complainant may have such other, further and general relief in the premises as the nature of its Cause may require or to Equity may seem meet, & it will ever pray &c

Jno. A. Wright S.C.

The Am. Bd. Ass'n.
vs
Jno Chauncey
Mary E. Pierce &
Wm. H. Pierce
Bill

Costs

Clerk	$ 51
Shff	1,00
Jay	1.50
Atty	15.00
	$ 23.81
Comrs. Pruitt	30.00
	$ 53, 81

No. St. Wright pg.

The American Building & Loan Association

vs.

In Chancery

Mary E. Pierce & Wm. N. Pierce

1895

April 13th

Final Decree

All Available Text Successfully Captured