

1928-018
Nansemond Co (Suffolk) Chancery Causes: Holland Jones Co vs J.T. Smith et al

McLawhorn, National Valley Bank of Staunton], Shenandoah Valley Joint Stock
Lend Bank of Staunton], Bell, Everett, Harding, Virginian Joint
Stock Lend Bank of Charleston]

Exhibit #1

#1

66-153

THE NATIONAL BANK OF GREENVILLE

GREENVILLE, N. C., *Feb 21* 192*2* No. _____

PAY TO THE
ORDER OF

Mr. E. E. Bell

\$ *6000.00*

Six Thousand

DOLLARS

FOR

D. T. McLawhorn

PAY TO THE ORDER OF
ANY BANK OR BANKER,
Previous Endorsements Guaranteed

FEB 24 1923
FIRST & CITIZENS NATIONAL BANK
FIRST NATIONAL BANK
CITIZENS BANK
ELIZABETH CITY, N. C.

66-718

M. W. JONES,

Cashier

4410

Mrs. J. W. C. Rice

Exhibit

#2

\$6,290.00

Suffolk, Va., February 21st, 1923.

Ninety (90) days after date WE promise to pay to

Susie E. Bell, of Elizabeth City, North Carolina, or order, negotiable and payable
without offset at the NATIONAL BANK OF SUFFOLK, Suffolk, Virginia

Six Thousand Two Hundred ninety * * * * * 00/100 DOLLARS,

For value received, with ~~the sum of six thousand two hundred and ninety dollars~~, and it is agreed upon by the parties that the interest on this Note
shall be payable in advance, and we, principal and endorsers hereby waive the benefit of our Homestead Exemption as to
this debt. *with interest from date at 6 per cent*

~~W. J. Tyson~~

J. G. McLawhorn
J. J. Smith

Lewis & Bee by
Harmon Lee
Atty.

3

66-153

THE NATIONAL BANK OF GREENVILLE

GREENVILLE, N. C.,

Aug 1

1923

No.

PAY TO THE
ORDER OF

H. H. Lawrence

\$2162 ¹⁵/₁₀₀

Twenty One Hundred and Sixty Two

¹⁵/₁₀₀

DOLLARS

FOR

*Payment in full
Hager Farm.*

*Chas. W. Lawrence
Per D. P. McLawhorn*

[illegible]

Pay Any Bank
ALL OTHER BANKS
AUG 2 1923
FARMERS BANK OF VIRGINIA
68-123 H. M. HOLLAND, Cashier.

\$ 4182 00

#4

SUFFOLK, VA.

Aug 1

192

2

On demand

DAYS AFTER DATE

2

PROMISE TO PAY, WITHOUT OFFSET, UNTO

Charles McLawhorn

OR ORDER, NEGOTIABLE AND PAYABLE AT THE

68-123

FARMERS BANK OF NANSEMOND
SUFFOLK, VA.

68-123

Forty One Hundred and Eighty Two

DOLLARS

FOR VALUE RECEIVED, WITH TEN PER CENT. FOR COST OF COLLECTION; AND IT IS AGREED UPON BY THE PARTIES HERETO THAT THE INTEREST ON THIS NOTE SHALL BE PAYABLE IN ADVANCE; AND WE, PRINCIPAL AND ENDORSERS, HEREBY WAIVE THE BENEFIT OF OUR HOMESTEAD EXEMPTION AS TO THIS DEBT.

from date

J. I. Smith

1924-
Sept 24- Credited
with Purchase
Price at fore-
closure sale
\$ 2000 00
100

Chas McLawhorn

E 7.

Lewis E. Bell note

Intt

Cost

Clarke

Insurance

~~6290.00~~

168.79

132.00

9.00 ✓

6600.79

52.36

~~6653.15-~~

9.00

~~6644.15-~~

4482.00

2162.15

6.00

2168.15-

4187.00

Less

Bank checks

W. W. Lane checks

Collecting checks

A. A.

February 19th, 1923.

Mrs. S. E. Bell,
Elizabeth City, N. C.

Dear Mrs. Bell:-

Mr. Smith has fallen down completely and has not come in as he promised at all. He may be sick but I can not say as to that. In any event it is too late now to secure the loan in any way but by getting it from a bank here and so I am enclosing to you herewith a deed of trust and note for you and your husband to sign and return by mail to me at once and I will endeavor to get the money from one of the banks here.

This is the only way I know of getting the money by tomorrow. If you return the deed of trust to me at once you can mighty easily draw draft on me. I thought \$5,000.00 would be enough to tide you over until we can secure the loan from the Land Bank.

I am also enclosing a renewal for our old note at the bank here. This is due the 21st so would thank you to sign and return same immediately also.

I hope this arrangement will be satisfactory to you, believe me, it is the best I am able to do under the circumstances.

Very truly yours,

SEE:R
EMC:3

Suffolk, Virginia,
February 21st, 1923.

Mr. J. T. Smith,
Mr. D. T. McLawhorn,
Suffolk, Va.

Gentlemen:-

I am now giving you this statement of our arrangements and agreement to-day.

I have sold you the farm that is now occupied by Mr. J. T. Smith for the sum of \$12,290.00, and Mr. D. T. McLawhorn is giving me his check for \$6,000.00.

I understand that you have applied for a loan from the Shenandoah Valley Joint Stock Land Bank, through S. E. Everett, their representative, for enough money to pay the remainder of the purchase price, which is \$6,290.00, and I am assured by Mr. Everett that he will have the money from the bank within sixty days.

As soon as the loan is ready I will have deed prepared, executed by myself and husband and mailed to S. E. Everett to be delivered on payment of the remainder of the purchase price.

Very truly yours,

Lucie E. Pease

February 21st, 1923.

The Shenandoah Valley Joint Stock Land Bank,
Staunton, Va.

Gentlemen:-

Enclosed herewith please find application
of Mr. F.T. Smith and Mr. D. T. McLawhorn, joint owners
of the property for the sum of \$8,000.00.

I expect to get an application for \$20,000.
this week but whether this is in or not, if it is con-
venient for Mr. Sproul to come down here at this time,
I wish he would arrange to do so next week and he could
appraise the property for the \$20,000. loan too. There
is no uncertainty about this loan or I would not mention
it I have just been too busy to have the man come in and
fill out the application. Check for \$12.50 for this one.

Very truly yours,

SEE:E

ENC:2

February 24th, 1923.

Mr. J. T. Smith,
Mr. D. T. McLawhorn,
Suffolk, Va.

Gentlemen:-

In addition to the letter dated February 21st, 1923, I gave you with reference to our deal, I am giving you this letter.

My husband and I have executed a deed conveying the Hodges property to you for \$12,290.00 and I have placed this deed in the possession of Mr. S. E. Everett, Suffolk, Virginia, to be delivered to you when the remainder of the purchase price is paid, which is \$6,290.00, with interest from the 21st day of February, 1923. Mr. Everett is to hold the deed until ~~that time~~ and the remainder is ~~to be~~ paid according to the letter to you of February 21st, 1923, within sixty (60) days. Of course you understand that if it is a few days after that time before the money is paid, the money that has already been paid will not be forfeited but credited on the purchase price of \$12,290.00.

This letter is to authorize you to pay the remainder of the purchase price to S. E. Everett, Suffolk, Virginia, and also to Authorize Mr. S. E. Everett to deliver to you the deed from myself and husband that I have placed in his possession.

Very truly yours,

Jessie C. Beech

February 24th, 1923.

Mrs. Essie E. Bell,
Elizabeth City, N. C.

Dear Mrs. Bell:-

Carrying out our conversation over the telephone this morning, and in accordance with the conversation I had with Mr. E. C. Hardy, Attorney, of Greenville, N. C., yesterday, I am sending a deed for you and your husband to execute and return to me at once.

Please follow the following instructions strictly so the deed will not have to be returned and the business delayed. Delay always makes a client impatient and it is always the lawyer who is blamed for the delay, it is laid to his carelessness.

First: You and your husband acknowledge this deed by our form of acknowledgment, which is right on the deed, don't let the officer before whom you acknowledge same make any changes.

Second: The officer before whom you and your husband acknowledge the deed must have a seal and attach same to deed.

Third: Sign the enclosed letter and copies of letter addressed to Mr. J. T. Smith and Mr. D. T. McLawhorn, dated as of to-day, and keep one copy for yourself.

Thanking you for your attention, and prompt return of the deed and letter and copies etc., I am

Very truly yours,

SEE:R
ENC:5

February 24th, 1923.

Mr. S. C. Hardy,
Attorney at Law,
Greenville, S. C.

Dear Sir:-

I am now preparing report in accordance with your suggestion. I am glad you called me because after all I think it is best to do this this way.

Enclosed you will find copy of a letter that Mrs. Bell is to sign and which will be sent to you. I think this is better than signing a contract to put on record as in the case of the death of Mrs. Bell we would not have to proceed in Court to have the property transferred.

The deed will be put in my possession to be delivered as soon as I receive the money from these gentlemen.

I have talked to Mrs. Bell over the telephone this morning and this is satisfactory to her and I trust it will be to you. I have closed most of these big property deals in this manner.

Very truly yours,

SEE:R

February 26th, 1923.

J. H. Hardy
Mr. S. C. Hardy, Attorney,
Greenville, N. C.

Dear Sir:-

Enclosed herewith you will find the original of the copy I mailed to you on Saturday, executed by Mrs. Susie E. Bell. The deed is in my possession and I will deliver to you on payment of the remainder of the funds.

Of course you understand with my explaining that even now something could happen and some deed get on record ahead of this but of course I think Mrs. Bell is in good shape and I am sure nothing will happen in sixty days, but you could get around any possible mishap, if you wish to, in this way: Make out a deed of trust for Mr. Smith and Mr. McLawhorn and borrow the money from the bank and that would take Mrs. Bell out of it entirely and the deed would go on record, or as far as that is concerned, if you wish to, Mrs. Bell could take a deed of trust for sixty or ninety days and as soon as I secured the money for her this deed of trust would be released.

If you wish to do it this way, I will just write a deed of trust for Mrs. Bell and have the purchasers, Mr. Smith and Mr. McLawhorn sign it and that makes us absolutely safe, in death, or otherwise, however, do not hold up the check but let it go through now, because I am sure we are safe for the time being and you will not be taking any chances, nor will I. We will just write the deed of trust and you will be safe and so will I.

Very truly yours,

SEE:R
ENC:1

F. C. HARDING
ATTORNEY AT LAW
GREENVILLE, N. C.

February 28, 1923.

Mr. S. E. Everette,
Attorney at Law,
Suffolk, Va.

My dear Sir:-

Mr. Bell, husband of Susie B. Bell, of Elizabeth City, has just called me up over the 'phone and Mr. McLawhorne is now in my office and in our conversation over the 'phone with Mr. Bell, he stated that it would be perfectly satisfactory with Mrs. Bell to execute and deliver the deed for the land referred to, to Messrs. J. T. Smith and D. T. McLawhorn and have Messrs. Smith and McLawhorn to execute deed of trust for the balance of the purchase money.

Mr. McLawhorn has consented and agreed to accept deed in fee simple for the property and to execute notes to be secured by deed of trust on the property in the sum of \$6,290.00 to run for 60 or 90 days, to be taken up and paid out of the proceeds of the loan which you are arranging for them to be procured from a Joint Stock Land Bank,

So you may draw the deed of trust securing note of \$6,290.00 to be signed by J. T. Smith and D. T. McLawhorn to be secured by deed of trust to be signed by J. T. Smith and D. T. McLawhorn to such Trustee as you may name with the understanding that the note of \$6,290.00 is to be paid out of the proceeds of a loan to be procured by you for J. T. Smith and D. T. McLawhorn from the Joint Stock Land Bank.

I want to make it absolutely clear Mr. Everette that this note of \$6,290.00 is not to be foreclosed at the end of 60 or 90 days for the reason that it is understood that this note of \$6,290.00 is to be paid out of the proceeds of the loan to be procured by you for Messrs. Smith & McLawhorn from the Joint Stock Land Bank or such other bank as you may expect to procure the loan from. I am taking this precaution for fear that the delay in getting the loan might run beyond the term of the 60 or 90 days. With this understanding you can draw the note for \$6,290.00 and forward same to me and I will have it executed by Mr. McLawhorn and you can get it executed by Mr. Smith, who is already in your county. I will have the Deed of Trust and note executed immediately upon its receipt.

With best regards, I am,

Very truly yours,

FCH/H.

F. C. Harding

February 1st, 1923.

Mr. F. C. Harding,
Attorney at Law,
Greenville, N. C.

Dear Sir:-

Your letter of February 28th, 1923, with reference to the Bell-Smith-McLawn matter received, and enclosed you will find deed of trust and note. Please have Mr. McLawn sign the deed of trust and note properly executed with a seal on it. Follow the acknowledgment on the deed of trust so it will be in accord with our regulations here. Return the same and I will have Mr. Smith sign here with his wife about Monday or Tuesday. I have written him to come in then.

I have made the note for ninety days but feel sure I will get the money before that time. It does not do any harm because we only pay interest for the time it stands. I don't think Mrs. Bell would push them if she did not get it this year but nevertheless I understand that she will hold over until I get the money from the bank.

It does not take long to get the money from this bank I represent but you understand I have not guaranteed the amount they will be able to let us have, that is governed by the appraisers and not myself. I think we will get enough to pay Mrs. Bell at the least.

Let me have the deed of trust back and we will close up matters satisfactorily to all parties. I will say for the benefit of your client that the concrete road is now being built from Suffolk by the farm and it is on the concrete road leading from Richmond to Virginia Beach. This is a very valuable farm.

There will be some cost attached to recording these deeds, shall I have them put on record and draw draft on Mr. McLawn or you for the costs?

Very truly yours,

SEE:R
ENC:1

Suffolk, Virginia,
June 13th, 1923.

The Farmers Bank of Nansemond,
Suffolk, Va.

Gentlemen:-

I am enclosing a note, dated the 21st day of February, 1923, payable ninety days after date to me, for \$6,290.00, with interest from date and executed buy D. P. McLawhorn and J. T. Smith, to be held by you.

The makers of this note have applied to the Government bank for a loan and it is expected to be closed this month. I only accommodated them for a short while and am expecting them to pay this.

I wish you to hold this note until the money is paid by the makers, or by S. E. Everett, attorney of Suffolk, Virginia, and you can deliver same to S. E. Everett, on payment of the money.

You can put the money in bank to my credit.

I am doing this because it is possible I may be away for two months and will not be present when they are ready to close this deal.

Please acknowledge receipt of this letter and note.

Yours truly,

Mrs. S. E. Bell,
Elizabeth City, N. C.

THE SUFFOLK NEWS-HERALD

Published Every Afternoon Except Sunday By
THE SUFFOLK NEWS CO., Inc.

Full Leased Wire of the Associated Press

PARKER R. ANDERSON
General Manager

Only Newspaper Published In
The Counties Of Nansemond,
Isle of Wight, Southampton and
Surry, Virginia and Gates, N. C.
With Associated Press Member-
ship.

SUFFOLK, VA., Feb. 1, 1928

This is to certify that the attached order of publication in the suit of Holland-Jones Company, Inc. against J. T. Smith and others was published in The Suffolk News-Herald once a week for four successive weeks, namely November 28, December 5, 12, 19, 1927.

The Suffolk News Company Inc.,

By P. R. Anderson
MANAGER.

VIRGINIA:

IN THE CLERK'S OFFICE OF THE
CIRCUIT COURT OF NANSE-
MOND COUNTY.

Holland Jones Company, Incorporated
v.

J. T. Smith, Charles McLawhorn,
the National Valley Bank of Staun-
ton, Trustee, and the Shenandoah
Valley Joint Stock and Land Bank
of Staunton, and D. T. McLawhorn.

The object of the above-styled suit is to collect and enforce the payment of a certain judgment in favor of Swift & Company, a corporation, against J. T. Smith for the principal sum of Seven Hundred Thirty-Six Dollars and Fifty Cents (\$736.50), with interest thereon from the 1st day of December, 1920, until paid, also the sum of Seventy-Three Dollars and Sixty-Five Cents (\$73.65) for cost of collection and the sum of Seven Dollars and Fifty-Five Cents (\$7.55) court cost, said judgment being duly docketed in the Clerk's Office of the Circuit Court of Nansemond County on the 24th day of October, 1921, in Judgment Lien Docket 4, page 117, which judgment was assigned to Holland-Jones Company for value received by the said Swift & Company, a corporation, on the 8th day of September, 1922, by reason of the fact that the said judgment is a lien on one-half undivided interest formerly owned by J. T. Smith in the following property, to-wit:

"All that certain piece, parcel or parcel or tract of land, containing Three Hundred (300) acres, more or less, situate, lying, and being on the concrete highway about eight (8) miles from the City of Suffolk, in Holy Neck District, County of Nansemond, and in the State of Virginia, and being bounded as follows: All that certain tract of land known as the Hodges Farm, and bounded on the North by the estate of J. W. Ballard and others; on the West by the lands of J. K. P. Daughtrey and others, and on the South and East by the lands of Frank Wright and others."

In order to accomplish such purpose, the plaintiff has prayed in his bill of complaint for a partition of the said tract of land, preferably by a sale of the whole and division of the proceeds of the sale amongst the parties or owners according to their interest. And it appearing by affidavit filed according to law that Charles McLawhorn and D. T. McLawhorn, two of the above-named defendants are not residents of this state, it is therefore ordered that the said Charles McLawhorn and D. T. McLawhorn do appear within 10 days after due publication of this order, in the Clerk's Office of our said Circuit Court, and do what is necessary to protect their interest. And it is further ordered that this order be published once a week for four successive weeks in the Suffolk News-Herald, a newspaper printed in the City of Suffolk, Virginia, with a general circulation in Nansemond County, Virginia. And it is further ordered that a copy of this order be posted at the front door of the courthouse of the Circuit Court of Nansemond County, on or before the next succeeding rule day, and that a copy of this order be mailed to each of the aforesaid two defendants to the postoffice addresses given in the affidavit.

Entered this 26th day of November, 1927.

(Signed) G. E. BUNTING,

Clerk of the Circuit Court of
Nansemond County.

Holland & Woodward, p. q.

A true copy, Teste:

G. E. BUNTING,

Clerk of the Circuit Court of Nanse-
mond County.

11-28; 12-5, 12, 19.

VIRGINIA,

IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF
NANSEMOND COUNTY

Holland Jones Company, Incorporated

v.

J.T.Smith, Charles McLawhorn, The National Valley Bank of Staunton, Trustee, and The Shenandoah Valley Joint Stock and Land Bank of Staunton, and D. T. McLawhorn

The object of the above-styled suit is to collect and enforce the payment of a certain judgment in favor of Swift & Company, a corporation, against J.T.Smith for the principal sum of Seven Hundred Thirty-six Dollars and Fifty Cents (\$736.50), with interest thereon from the 1st day of December, 1920, until paid, also the sum of Seventy-three Dollars and Sixty-five Cents (\$73.65) for cost of collection and the sum of Seven Dollars and Fifty-five Cents (\$7.55) court cost, said judgment being duly docketed in the Clerk's Office of the Circuit Court of Nansemond County on the 24th day of October, 1921, in Judgment Lien Docket 4, page 117, which judgment was assigned to Holland Jones Company for value received by the said Swift & Company, a corporation, on the 8th day of September, 1922, by reason of the fact that the said judgment is a lien on one-half undivided interest formerly owned by J. T. Smith in the following property, to-wit:

"All that certain piece, parcel or tract of land, containing Three Hundred (300) acres, more or less, situate, lying, and being on the Concrete Highway about eight (8) miles from the City of Suffolk, in Holy Neck District, County of Nansemond, and in the State of Virginia, and being bounded as follows: All that certain tract of land known as the Hodges Farm, and bounded on the North by the estate of J.W.Ballard and others; on the West by the lands of J.K.P.Daughtrey and others, and on the South and East by the lands of Frank Wright and others."

In order to accomplish such purpose, the plaintiff has prayed in his bill of complaint for a partition of the said tract of land, preferably by a sale of the whole and division of the proceeds of the sale amongst the parties or owners according to their interest. And it appearing by affidavit filed according to law that Charles McLawhorn and D. T. McLawhorn, two of the above-named defendants are not residents of this state, it is therefore ordered that the said Charles McLawhorn and D. T. McLawhorn do appear within ten days after due publication of this order, in the Clerk's Office of our said Circuit Court, and do what is necessary to protect their interest. And it is further ordered that this order be published once a week for four successive weeks in the Suffolk News Herald, a newspaper printed in the City of Suffolk, Virginia, with a general circulation in Nansemond County, Virginia. And it is further ordered that a copy of this order be posted at the front door of the courthouse of the Circuit Court of Nansemond County, on or before the next succeeding rule day, and that a copy of this order be mailed to each of the aforesaid two defendants to the post office addresses given in the affidavit. Entered this 26th day of November, 1927.

*W. D. Dunning, Clerk of
Circuit Court of Nansemond
County*

Holland & Woodward, p.q.

HOLLAND JONES COMPANY, INC.,

v.

J. T. SMITH ET AL

~~APPROVED~~ ORDER OF PUBLICATION

Enter June 26, 1937

W. C. Holland
Clary

HOLLAND & WOODWARD
~~WILLIAM C. HOLLAND~~

ATTORNEY AT LAW
SUFFOLK, VIRGINIA

VIRGINIA,

IN THE CIRCUIT COURT OF SHENANDOAH COUNTY

Holland Jones Company, Incorporated

v.

J.T. Smith, Charles McLawhorn, The
National Valley Bank of Staunton,
Trustee, and The Shenandoah Valley
Joint Stock and Land Bank of Staun-
ton, and D. T. McLawhorn

STATE OF VIRGINIA,
City of Suffolk, to-wit:

This day, William S. Holland, agent for the
above-named plaintiff, personally appeared before me,
Katherine Earley, a Notary Public in and for the City and
State aforesaid, in my city aforesaid, and made oath that
Charles McLawhorn and D. T. McLawhorn, two of the above-
named defendants, are not residents of this state, and
that the last known address of Charles McLawhorn and
D. T. McLawhorn is Winterville, North Carolina.

William S. Holland
Agent of Holland Jones Co., Inc.
Affiant.

Given under my hand this 26th day of November,

1937.

Katherine Earley
Notary Public

HOLLAND JONES COMPANY, INC.,

v.

J.T. SMITH ET AL

Officer for
ORDER OF PUBLICATION
Filed Nov. 24, 1917
H. C. Dinkley

HOLLAND & WOODWARD
~~WILLIAM S. HOLLAND~~
ATTORNEY AT LAW
SUFFOLK, VIRGINIA

The Commonwealth of Virginia,

To the Sheriff of the County of Nansemond, Greeting:

as at another time we have commanded you

WE COMMAND YOU, That you summon J. T. Smith, Charles McLawhorn, National
Valley Bank of Staunton, Trustee and the Shenandoah Valley Joint and
Land Bank of Staunton

to appear at the Clerk's office of the Circuit Court of the County of Nansemond
at the rules to be held for the said Court on the Third Monday in December, 1927,
to answer a bill in chancery, exhibited against them in our said Court by
Holland-Jones Company, Incorporated

And have then there this writ. Witness G. E. Bunting, Clerk of our said
Court, at the court-house, the 23rd day of November, 1927, and in the
152nd year of the Commonwealth.

G. E. Bunting, Clerk

Holland Jones Co. Inc.

vs. }

SUBPOENA IN CHANCERY

J. T. Smith et al

p. q.

To.....Rules,

.....Circuit Court.

J. T. Smith could not be found at
his usual place of abode on the 7th day of
Dec, 1927, so the within
summons notice was executed on the said 7th
day of Dec, 1927, within the
County of Nansemond, State of Virginia, by de-
livering a true copy of the same, in writing, and
giving information of its purport to Mrs
Clyde Smith, wife of J. T. Smith
....., who was found at
J. T. Smith
usual place of abode, and who is a member of
J. T. Smith Family,
and above the age of sixteen years.

E. B. Rawles
Sheriff of Nansemond County

By Deputy Sheriff of Nansemond County

The Commonwealth of Virginia,

Sergeant of the City of Staunton
To the ~~Sheriff of the County of~~ _____, Greeting:

WE COMMAND YOU, That you summon **J.T. Smith, Charles McLawhorn, ^{The} National**
Valley Bank of Staunton, Trustees, and The Shenandoah Valley Joint Stock
and Land Bank of Staunton and D.T. McLawhorn.

to appear at the Clerk's office of the **Circuit** Court of the **County of Nansemond**
at the rules to be held for the said Court on the **Third** Monday in **November**, 19 **27**,
to answer a bill in chancery, exhibited against **them** in our said Court by
Holland Jones Company, Incorporated

And have then there this writ. Witness **G.E. Bunting**, Clerk of our said
Court, at the court-house, the **2nd** day of **November**, 19 **27**, and in the
152nd year of the Commonwealth.

G.E. Bunting

Clerk

Executed, Nov. 17-1927 as to The National Valley Bank
of Staunton, trustee, by delivering to Charles S. Hunter, in
person, cashier of said bank, a true copy of the within
cha. spa. in the City of Staunton, Va., where he resides,
and where his place of business is.

E. D. Bell, Sergt
Staunton Va

Executed, Nov. 17-1927 as to The Shenandoah Valley Joint-
Stock Land Bank of Staunton, by delivering to Charles S.
Hunter in person, a Director of said bank, a true copy of the
within cha. spa. in the City of Staunton, Va., where he resides,
and where his place of business is.

Fee \$1.00
Paid

E. D. Bell, Sergt
Staunton Va

Original

No. 300

Holland Jones Company, Inc.

vs.

SUBPOENA IN CHANCERY

J. T. Smith et als

Holland & Woodward

p. q.

To November

Rules,

Third Monday, 1927

Nansemond County Circuit Court.

VIRGINIA,

IN THE CIRCUIT COURT OF NANSEMOND COUNTY

Holland Jones Company, Incorporated

v.

^{The}
J.T. Smith, Charles McLawhorn, National
Valley Bank of Staunton, Trustee, and
The Shenandoah Valley Joint Stock ~~and~~
Land Bank of Staunton, and D. T. McLawhorn.

To G. E. Bunting, Clerk:

Please issue proper process against the
above defendants returnable to second November Rules,
1927, to answer the bill in chancery.

Holland Jones Company, Incorporated

By

Holland & Woodward
Counsel

Holland & Woodward, per *Rich Notes;*

Issued Nov. 2, 1927. Returnable to Nov. Rules, 2nd
Monday, 1927. *PO*

Nov. 21, 1927, Process returnable & return as to
National Valley Bank of Staunton, Trustee, & The
Shenandoah Valley Joint Stock Land Bank of
Staunton, Charles McLawhorn & D. T. McLawhorn not
found. *But fees*

Nov. 26, 1927, Affidavit in non resident filed, ordered
as to Charles McLawhorn & D. T. McLawhorn, copy mailed
to last known address of each, copy filed at C. H. Clerk
and copy to Suggs-Town Herald

Holland Jones Company, Inc.,

v.

J.T.Smith et als

Memorandum

Know all Men by these Presents, That we Holland-Jones Company, Inc., and
Wilson J. Holland

are held and firmly bound unto the Commonwealth of Virginia, in the sum of Three Hundred
and 00/100 dollars, to the payment whereof, well and truly to be made to
the said Commonwealth of Virginia, 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 hereby
waive the benefit of our exemptions as to this obligation, and also of any claim, or right to
discharge any liability to the Commonwealth arising under this bond, or by virtue of said office,
post or trust, with coupons detached from bonds of this State. Sealed with our seals, and
dated this 6th day of July one thousand nine hundred and
twenty-eight

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas Holland-Jones Com-
pany, Inc.,

by petition to the Supreme Court of Appeals of the State of Virginia, has prayed and obtained
an appeal from, ~~and a supersedeas to~~, a decree of the Circuit Court of the County
of Nansemond pronounced on the 23th day of April, 1928,
in a suit depending in said court, in which Holland Jones Company, Incorporated,
is complainant, and J.T. Smith, Charles McLawhorn, National Valley Bank
of Staunton, D.T. McLawhorn, and Virginia Joint Stock Land Bank of Charleston
are defendants

upon entering into bond with sufficient security in the clerk's office of the said Circuit
court of the County of Nansemond, in the sum of Three Hundred
and 00/100 dollars.

NOW, THEREFORE IF Holland Jones Company, Inc.,

shall perform and satisfy the said decree in case the same be affirmed on the said appeal and
~~supersedeas be dismissed~~, and shall also pay all damages, costs and fees which may be awarded
against or incurred by it
then this obligation to be void, otherwise to remain in full force and virtue.

Holland Jones Company, Inc.
By *Wilson J. Holland*
Wilson J. Holland
SEAL
SEAL
SEAL

In the Clerk's Office of the Circuit Court of the County of Nansemond

This day personally appeared before me G. E. Bunting, Clerk
of the Circuit Court of the County of Nansemond
Wilson J. Holland

, and made oath
that his estate, after the payment of all his just debts, and those for which
he is bound as security for others and expects to have to pay, is worth the
sum of One Thousand and 00/100 dollars, over and above all exemptions allowed by law.

Given under my hand this 6th day of July, 1928.

G. E. Bunting Clerk.

FORM NO. 308.



to { APPEAL BOND.

Commonwealth

VIRGINIA:

In the Clerk's Office of the Supreme Court of Appeals in the City of Richmond, on the 28th day of June, 1929. The following copy of an order of this court, entered at its place of session at Wytheville was this day received by the clerk here:

"VIRGINIA:

"In the Supreme Court of Appeals held at the Courthouse in the Town of Wytheville, on Thursday the 13th day of June, 1929..
Holland Jones Company, Incorporated Appellant
against
J. T. Smith, Charles McLawhorn, National Valley Bank of Staunton, Trustee, The Shenandoah Valley Joint Land Bank of Staunton, D. T. McLawhorn, and Virginia Joint Stock Land Bank of Charleston Appellees
Upon an appeal from a decree pronounced by the circuit court of Nansemond county on the 28th day of April, 1928.

"Which cause, is pending in this court at its place of session at Richmond, having been fully heard but not determined at said place of session; this day came here the parties by counsel, and the court having maturely considered the transcript of the record of the decree aforesaid and arguments of counsel, is of opinion, for reasons stated in writing and filed with the record, that there is no error in the decree complained of. It is therefore considered that the same be affirmed, and that the appellant pay to the appellees thirty dollars damages, and also their costs by them expended about their defence in this behalf herein.

"Which is ordered to be entered in the order book here and forthwith certified, together with a certified copy of the opinion in this case, to the clerk of this court at Richmond, who will enter this order in the order book there and certify it to the said circuit court.

Appellees' costs at
Wytheville \$1.77.

A Copy—Teste:

.....J. M. Kelly,.....Clerk."

Teste: .....C. C.

~~APPELLANTS COSTS~~

APPELLEES COSTS:

Writ tax\$
Printing and clerk
Transcript
Attorney's fee 20.00
Clerk's small fees..... 2.59
\$22.59

Teste:

Alvares C. C.

*Kellogg Jones Co -
vs
J. I. Smith, et al.*

C.D.#6. Page 257

IN THE CIRCUIT COURT OF HANSEMOND COUNTY, VIRGINIA.

Holland Jones Company, Incorporated

VS.....PETITION

J. T. Smith, Charles McLawhorn, The
National Valley Bank of Staunton,
Trustee, and the Shenandoah Valley
Joint Stock Land Bank of Staunton,
and D. T. McLawhorn.

Your petitioner, the Virginian Joint Stock Land
Bank of Charleston, successor to the Shenandoah Valley Joint
Stock Land Bank of Staunton, would respectfully show unto
your Honor that they are party Defendants to a suit instituted
by Holland Jones Company, Incorporated; that they have a valid
defense to the said action, and respectfully ask leave to file
their answer, setting out their grounds of defense therein, to
the said cause of action.

Ohio 2

Compton

Holland Jones Company, Inc.

VS.....PETITION

J. T. Smith, Et Als.

1928 March 26 filed.
J.L.M.

HUGH L. HOLLAND
ATTORNEY AT LAW
SUFFOLK, VIRGINIA

IN THE CIRCUIT COURT OF NANSEMOND COUNTY, VIRGINIA

Holland Jones Company, Incorporated.

VS.....ORDER

J. T. Smith, Charles McLawhorn, The
National Valley Bank of Staunton,
Trustee, and the Shenandoah Valley
Joint Stock Land Bank of Staunton,
and D. T. McLawhorn.

This day came one of the Defendants, by it's
Attorney, and filed a petition in writing, stating that it had
a valid defense to the action started by the Complainant and
asked leave to file said answer, stating therein his grounds
of defense; whereupon, by motion of the said Defendant, by it's
Attorney, leave is hereby granted allowing the answer of the
said Defendant, the Virginian Joint Stock Land Bank of Charleston,
successor to the Shenandoah Valley Joint Stock Land Bank of
Staunton, to be filed in this cause.

Holland Jones Company, Inc.

VS.....ORDER

J. T. Smith, Et Als.

Enter March 26. 1928.

J. L. McNamee

Chancery Order Book
No. 6 Page 148

HUGH L. HOLLAND
ATTORNEY AT LAW
SUFFOLK, VIRGINIA

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

HOLLAND JONES COMPANY INC.....COMPLAINANT

VS.....PETITION

J. T. SMITH ET. ALS.....DEFENDANTS

To the Honorable Circuit Court of Nansemond County, Virginia:

One of the defendants in the above suit in Chancery,
Charles McLawhorn, respectfully represents that the Bill of
Complaint in this suit was filed on November 21, 1927, and
prays to be allowed to file his answer in this suit forthwith.

Respectfully submitted this 5th day of March, 1928.

Charles McLawhorn

Defendant

By J. M. Towles
Hugh D. Holland

His Attorneys,

Copy

Copy

HOLLAND JONES COMPANY INC.....
COMPLAINANT

VS.....PETITION

J. T. SMITH ET. ALS.....
DEFENDANTS

1928 March 8. filed J.T.M.

HUGH L. HOLLAND
ATTORNEY AT LAW
SUFFOLK, VIRGINIA

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

HOLLAND JONES COMPANY INC.....COMPLAINANT

VS.....ORDER

J. T. SMITH ET. ALS.....DEFENDANTS

The defendant came this day and filed his
Petition asking to be allowed to file his answer in this
suit, and it is ordered that the said defendant shall be
and is hereby allowed to file his answer in this suit.

HOLLAND JONES COMPANY INC.....
COMPLAINANT

VS.....ORDER

J. T. SMITH ET. ALS.....
DEFENDANTS

1928 March 8. Enter
J. L. McInroe

Chancery Order Book
No. 6 Page 145

HUGH L. HOLLAND
ATTORNEY AT LAW
SUFFOLK, VIRGINIA

47

THIS DEED, Made this 24th day of September, 1927, between S. E. Everett, Trustee, of the City of Suffolk, Virginia, party of the first part, and Charles McLawhorn, of Winterville, North Carolina, party of the second part-

WITNESSETH, That whereas J. T. Smith and Clyde C. Smith, his wife, by a certain deed of trust bearing date on the first day of August, 1923, and recorded in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, in Deed Book 99, page 507, did grant and convey unto the said S. E. Everett, Trustee, his heirs and assigns, all of their interest in that certain piece, parcel or tract of land, containing Three Hundred (300) Acres, more or less, situate, lying and being on the Concrete Highway about Eight (8) miles from the City of Suffolk, in Holy Neck District, County of Nansemond and in the State of Virginia, and being bounded as follows: All that certain tract of land known as the Hodges Farm, and bounded on the North by the estate of J. W. Ballard and others; on the West by the lands of J. H. P. Daughtrey and others, and on the South and East by the lands of Frank Wright and others, and being the same land conveyed to the said J. T. Smith and D. T. McLawhorn by deed duly executed by Susie E. Bell and husband, and recorded in the Clerk's Office of the Circuit Court of Nansemond County in Deed Book 100, page 561, which said interest being the equity of the said J. T. Smith and Clyde C. Smith, his wife, in one-half of said property, subject to a deed of trust of The Shenandoah Valley Joint Stock Land Bank of Staunton, Virginia, on the entire property; and

Whereas, by the said deed of trust S. E. Everett, Trustee, was empowered, on the failure of the said J. T. Smith and Clyde C. Smith, his wife, or their assigns, to pay the said debt to the said beneficiary in said deed of trust when due and payable, to sell the said tract or parcel of land, with its appurtenances; and

WHEREAS, The said J. T. Smith and Clyde C. Smith, his wife, did fail to pay the said debt after demand, as specified in said deed of trust and failed to perform the requirements of the said deed of trust, the said S. E. Everett, Trustee, in execution of the said trust therein declared, did on the 24th day of September, 1927, after giving due notice as set out in said deed of trust, of time, terms and place of sale, by advertising the same by posting handbills in numerous places in Nansemond County, the City of Suffolk and other public places, expose to sale the tract or parcel of land aforesaid, with its appurtenances aforesaid, at public auction, to the highest bidder, according to the

terms of the aforesaid deed of trust, at which sale the said Charles McLawhorn became the purchaser of the interest of the said J. T. Smith and Clyde C. Smith, his wife, in said land, for the sum of Two Thousand (\$2,000.00) Dollars, and having complied with the terms of sale, has requested that the same be now conveyed to him, the said Charles McLawhorn;

NOW, THEREFORE, For and in consideration of the premises, and for the further consideration of \$2,000.00 to him in hand paid by the said Charles McLawhorn, at and before the sealing and delivery of this deed, the receipt whereof is hereby acknowledged, the said S. E. Everett, Trustee, as aforesaid in the said deed of trust, doth grant, bargain, sell and convey, release and confirm, unto the said Charles McLawhorn and his heirs and assigns forever, with SPECIAL WARRANTY, all that certain interest of the said J. T. Smith and Clyde C. Smith, his wife, in one-half of the said property above described, subject to a deed of trust of The Shenandoah Valley Joint Stock Land Bank of Staunton, Virginia, on the entire property, the property being the same which was conveyed to the said S. E. Everett, Trustee, by J. T. Smith and Clyde C. Smith, his wife, by deed dated the 1st day of August, 1923, and recorded in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, in Deed Book 99, page 507.

Witness the following signature and seal :

S. E. Everett, Trustee (SEAL)

STATE OF VIRGINIA,

CITY OF SUFFOLK, To-wit:

I, Sue W. Riddick, a Notary Public for the City aforesaid in the State of Virginia, do certify that S. E. Everett, Trustee, whose name is signed to the writing hereto annexed, bearing date the 24th day of September, 1927, hath acknowledged the same before me in my City aforesaid.

Given under my hand this 24th day of September, 1927.

My commission expires the 25th day of March, 1929.

Sue W. Riddick

Notary Public.

Virginia.

In the Clerk's Office of the Circuit Court of Nansemond County the 14 day of October 1927.

This deed was presented, and, with the certificate annexed, admitted to

record.

Teste:

G. E. Bunting, Clerk.

A true copy

By M. K. Gardner, D. C.

Teste:

M. K. Gardner, D. C.

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Exhibit "E"

THIS DEED, Made this 21st day of February in the year one thousand nine hundred and twenty three between Susie E. Bell and Charles Deems Bell, her husband of Elizabeth City, North Carolina parties of the first part, and J. T. Smith and D. T. McLawhorn of Nansemond County, Virginia, parties of the second part-

WITNESSETH: That in consideration of the sum of Twelve Thousand Two Hundred Ninety (\$12,290.00) Dollars and other valuable considerations the said parties of the first part do grant unto the said parties of the second part with GENERAL WARRANTY, all

That certain tract of land known as the Hodges Farm, containing Three Hundred (300) Acres more or less, (but sold in gross and not by the acre) situated on the road leading from Suffolk to Holland, in Nansemond County, Virginia, and bounded on the North by the estate of J. W. Ballard and others; on the West by the land of J. K. P. Daughtrey and others, and on the South and East by Frank Wright and others, it being the same property conveyed to the said Susie E. Bell by deed dated the 28th day of January, 1922, executed by S. E. Everett, Trustee and recorded in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, on the 24th day of August, 1922, in Deed Book 100, page 119.

The said parties of the first part covenant that they have the right to convey the said land to the grantees; that they have done no act to encumber the said land; that the grantees shall have quiet possession of the said land, free from all encumbrances, and that they the said parties of the first part, will execute such further assurances of the said land as may be requisite.

Witness the following signatures and seals:

Susie E. Bell--(Seal)

Charles Deems Bell--(Seal)

STATE OF NORTH CAROLINA,

County of Pasquotank, to-wit:

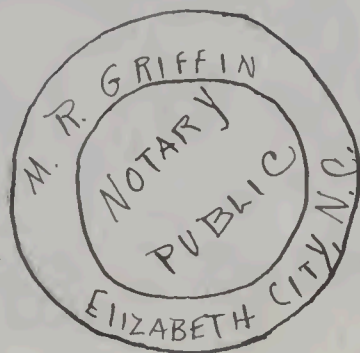
I, M. R. Griffin a Notary Public for the county aforesaid in the State of North Carolina do certify that Susie E. Bell and Charles Deems Bell whose names are signed to the writing hereto annexed, bearing date the 21st day of February 1923, have acknowledged the same before me in my office aforesaid.

My term of office expires 7th day of May 1923.

Given under my hand this 26th day of Feby. 1923.

M. R. Griffin

Notary Public.



VIRGINIA:

In the Clerk's Office of the Circuit Court of Nansemond County the
7th day of March 1923.

This deed was presented, and, with the certificate annexed, and with
the requisite amount of \$13.00 in Revenue Stamps having been annexed thereto
and cancelled admitted to record.

Teste:

G. E. Bunting,---Clerk.

By, Ruby V. Benton,--D. C.

A true copy.

Teste:

G. E. Bunting, Clerk.



THIS DEED, Made this 1st day of August in the year one thousand nine hundred and twenty three between J. T. Smith and Clyde C. Smith his wife of Nansemond County, Virginia parties of the first part, and S. E. Everett chosen trustee of Suffolk Virginia party of the second part,

WITNESSETH: That said parties of the first part do grant unto the said party of the second part with general warranty the following property, to-wit:

All their interest in that certain piece, parcel or tract of land, containing three hundred acres, more or less, situate, lying and being on the Concrete Highway about eight miles from the City of Suffolk, in Holy Neck District, County of Nansemond and the State of Virginia, and being bounded as follows:

All that certain tract of land known as the Hodges Farm, and bounded on the North by the estate of J. W. Ballard and others, on the West by the lands of J. K. P. Daughtrey and others, and on the South and East by the lands of Frank Wright and others, and being the same land conveyed to the said J. T. Smith and D. T. McLawhorn by deed duly executed by Susie E. Bell and husband and recorded in the Clerk's Office of the Circuit Court of Nansemond County in deed book 100 page 561.

IN TRUST to secure to Charles McLawhorn Winterville N. C. the payment of the sum of Forty One Hundred and Eighty Two Dollars evidenced by a negotiable note of even date with this deed of trust for that sum, executed by the said J. T. Smith and payable to the said Charles McLawhorn on demand at the Farmers Bank of Nansemond, Suffolk, Virginia with interest from date until paid and the Homestead waived.

In the event that default shall be made in the payment of the said debt, principal or any installment of interest when due and payable then the Trustee on being required so to do by the said beneficiaries 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 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, including a trustee commission of five per centum the fees for drawing and recording this deed, if then unpaid and to discharge the

amount of money then payable upon the said debt; 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 parties of the first part their executors, administrators or assigns shall prescribe and direct or in case of their failure to give such directions at such time and in such manner as the said Trustee shall think fit.

The said parties 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 further covenant and agree to keep the buildings on the property hereby conveyed insured for the full amount of \$2500.00 for the further protection of the said Chas. McLawhorn or assigns; and in the event of their failure to do so, then the Trustee or the beneficiary under this deed, may effect or renew such insurance from time to time so long as the said debt, or any part thereof remains unpaid; and the insurance premiums shall constitute a part of the lien created by this deed, to be paid out of the proceeds of the property if sold or to be recoverable by all the remedies in law or equity by which the debt aforesaid may be recoverable.

If no default shall be made in the payment of the said debt or insurance premiums then upon the request of the parties of the first part a good and sufficient deed of release shall be executed to them at their own proper cost and charges.

Witness the following signatures and seals:

J. T. Smith---(Seal)

Clyde C. Smith---(Seal)

STATE OF VIRGINIA,

County of Nansemond to-wit:

I, Charles B. Godwin Jr. a Notary Public for the County aforesaid in the State of Virginia do certify that J. T. Smith and Clyde C. Smith whose names are signed to the writing hereto annexed bearing date the 1st day of August 1923 have acknowledged the same before me in my County aforesaid.

Given under my hand this 1st day of August 1923.

Charles B. Godwin Jr.

Notary Public.

My term of office expires 14th day of April 1926.

VIRGINIA: In the Clerk's Office of the Circuit Court of Nansemond County
the 2nd day of August 1923.

This deed was presented, and, with the certificate annexed, admitted to
record.

Teste: G. E. Bunting, Clerk.

By, Ruby V. Benton, D.C.

A true copy.

Teste:

G. E. Bunting, Clerk.

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Exhibit "C"

AMORTIZATION DEED OF TRUST

THIS DEED, Made and entered into this the 5th day of July in the year One Thousand Nine Hundred and Twenty three by and between J. T. Smith and Clyde C. Smith, his wife, and D. T. McLawhorn (unmarried) of Nansemond County, in the State of Virginia parties of the first part, and The National Valley Bank of Staunton a corporation of Staunton Virginia as Trustee party of the second part, WITNESSETH:

WHEREAS, the said J. T. Smith and D. T. McLawhorn are justly indebted to The Shenandoath Valley Joint Stock Land Bank of Staunton, a Corporation hereinafter referred to as the Bank in the full and just sum of Forty five Hundred Dollars (\$4,500.00) this day loaned to the said parties of the first part by said Bank the receipt whereof is hereby duly acknowledged; and, WHEREAS, the said parties of the first part have made and delivered unto the said Bank a negotiable note of which the following is a copy.

\$4,500.00

Staunton, Va., July 5th 1923.

For value received we promise to pay to the order of The Shenandoah Valley Joint Stock Land Bank of Staunton at its offices in the City of Staunton Virginia the sum of Forty Five Hundred Dollars payable in semi-annual installments in manner and form as follows;

In Forty semi-annual payments of One Hundred and Ninety four (72/100) Dollars each payable on the day of January and July in each year unless this note shall be sooner matured by extra payments on account of principal.

This method of payment of this note is on the amortization plan and in accordance with amortization tables provided by the Federal Farm Loan Board.

Installments paid on their due date bear interest at the rate of 6% per annum. Defaulted payments shall bear simple interest from their due date to the date of payment thereof at eight per cent (8%) per annum, as required by the Federal Loan Act.

This note is secured by Trust Deed of even date herewith conveying real estate.

J. T. Smith

D. T. McLawhorn

Now, THEREFORE, This Deed Witnesseth: That for and in consideration of the premises and the sum of One Dollar (\$1.00) cash in hand paid to the parties of the first part by the party of the second part, the receipt whereof is

acknowledged the said parties of the first part do hereby grant, bargain sell and convey unto the said The National Valley Bank of Staunton a Corporation all that certain tract or parcel of land, situate in Holy Neck District, County of Nansemond and State of Virginia, and more particularly bounded and described as follows, to-wit:

All that certain piece, parcel or tract of land, containing three hundred (300) acres, more or less, situate, lying and being on the Concrete Highway to Richmond about eight miles from the City of Suffolk, in Holy Neck District County of Nansemond and State of Virginia, and being bounded and described as follows;

All that certain tract of land known as the "Hodges Farm", bounded on the north by the estate of J. W. Ballard and others; on the west by the land of J.K.P. Daughtrey and others, and on the south and east by Frank Wright and others, it being the same property conveyed to the said J. T. Smith and D. T. McLawhorn by deed duly executed by Susie E. Bell and husband dated the 21st day of February 1923, and duly recorded in the Clerk's Office of the Circuit Court of Nansemond County, Virginia on the 7th day of March 1923 in Deed Book 100, page 561, reference to which and the deeds and papers therein mentioned is hereby made for a more particular description and for derivation of title. TOGETHER with all and singular the privileges, tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining.

IN TRUST to secure the payment at maturity of that certain negotiable promissory note of even date herewith, made by the said parties of the first part, in the amount of Forty five Hundred Dollars (\$4,500.00) payable within 20 years after date to the order of The Shenandoah Valley Joint Stock Land Bank of Staunton, Virginia with interest according to the terms of said note as copied herein, until paid. And it is covenanted and agreed with the said THE Shenandoah Valley Joint Stock Land Bank by the parties of the first part that the loan secured by this trust deed will be repaid to the said Bank its successors and assigns, on the amortization plan by means of Forty semi-annual installments in the amount of \$194.72 each, in accordance with talbes provided by the Federal Farm Loan Board.

This trust deed is executed to said party of the second part to secure The

Shenandoah Valley Joint Stock Land Bank a Corporation as a joint stock land bank doing business under the "Federal Farm Loan Act", approved July 19, 1916, and is hereby agreed to be in all respects subject to, and governed by the terms and provisions of said Act.

After five years from the date upon which this loan is made additional payments in sums of \$25.00 or any multiple thereof, for the reduction of the principal or the payment of the entire principal may be made by the grantors on any regular installment date, under the rules and regulation of the Federal Farm Loan Board. Such additional payments are not to reduce thereafter the amount of the periodical payments herein contracted to be made but are to operate to discharge the loan at an earlier date by reducing the percentage applicable to interest, and increasing the percentage applicable to principal. And the said parties of the first part for themselves, their heirs personal representatives and assigns, do further covenant and agree to insure and pending the existence of this trust, to keep insured in some solvent Stock Company to the satisfaction of The Federal Farm Loan Board the improvements on the hereby mortgaged land to the amount of, at least \$2,000.00 Dollars and to procure the policy or policies to be effected thereon to be so framed or endorsed as in the case of loss to enure to the benefit of the said Bank, its successors or assigns to the extent of the lien hereby created or claim hereunder and to deliver said policy or policies to the said bank, its successors or assigns, to the extent of the lien hereby created, or claim hereunder and to deliver said policy or policies to the said bank, its successors or assigns. In the event of loss under said policy or policies during the life of this trust, the sums of money paid in satisfaction of said loss may, subject to general regulations of the Federal Farm Loan Board, be used to pay for the reconstruction of the buildings destroyed.

It is further covenanted and agreed between the parties of the first part and the party of the second part that if the parties of the first part have heretofore executed or shall hereafter execute, to any person, firm or corporation any contract providing for the lease, purchase or rental of the whole or any part of the property hereby conveyed or of any of the mineral substances in upon or underlying the same, or for the operation of any coal, oil, gas or other mineral or mineral substance or substances or for any subsurface or

surface right or privileges (other than for agricultural purposes) in, upon or under the land conveyed by this trust deed the proceeds of such sale, and the rents, profits and revenues at any time arising directly or indirectly from or by virtue of any such contract during the continuance of this trust deed whether said option, lease right or privilege be operated or exercised or not, at the time of the execution hereof shall be paid over to the said The Shenadoah Valley Joint Stock Land Bank and by it applied to the reduction of the principal of the debt secured by this trust deed, as provided herein for the making of additional payments by the maker of the note hereinabove described on any regular installment date and ~~for~~^{the} ~~appliance~~^{thereof} thereof by the Bank and this trust deed shall serve as a full and sufficient assignment of all money or other things of value derived from or by virtue of any such contract together with all of the right title and interest of any and every kind, name and nature, legal and equitable of the said grantors in and to said contract unto the said National Valley Bank of Staunton, a Corporation, Trustee for the Shenadoah Valley Joint Stock Land Bank of Staunton a Corporation for the purpose aforesaid; provided that in case of sale of the said land, the said Joint Stock Land Bank may permit this encumbrance to be assumed by the purchaser. In case of the death of the mortgagor his heirs or his legal representative shall have the option within sixty days of such death, to assume this encumbrance.

And it is agreed that, until default be made in the payment of the debt hereby secured according to the terms conditions and stipulations of this mortgage the said parties of the first part shall possess the aforesaid property upon paying in the meantime all taxes liens assessments public debts and charges of every kind, levied or assessed or to be levied or assessed, on said land and premises, which taxes, liens assessments public debts and charges of every kind the said parties of the first part for themselves their heirs, personal representatives, and assigns, do hereby duly covenant to pay when legally assessed against the land hereby conveyed, or when legally demanded of said parties of the first part.

In the event that the parties of the first part shall fail to pay any one or more of the periodical payments as provided in said note, as and when the same are due and payable, said payments shall draw interest at the rate of eight per cent. (8%) from the date when due until paid, or if the said parties of

the first part shall fail to pay any and all taxes liens assessments, public debts or charges of whatsoever kind against said land and premises when due or to maintain insurance as herein provided for, the said The Shenandoah Valley Joint Stock Land Bank, may, at its election make such payments or provide such insurance and all amounts paid^{not} by said Bank on account of any such insurance, taxes, liens, assessments, public debts or charges of whatsoever kind against said land and premises shall become a part of the debt herein secured and shall bear eight per cent (8%) simple interest from date of payment^{thereof} by said Bank to the date on which said amount or amounts be repaid to said Bank.

But, if any one or more of the payments in the above described note, as therein provided to be made, be not made when due, or if the parties of the first part shall permit any taxes liens or assessments, public debt or charges of whatsoever kind on said land to become delinquent; or fail to keep the buildings insured as herein provided; or shall, by neglect permit any unreasonable depreciation in the value of said land and premises or the buildings thereon or to permit to be done any act in respect to said lands which will reduce or impair the value of said land and premises as security for the loan hereby made; or make default in any of the conditions or covenants of this trust deed; then the whole debt secured shall at the option of the said Bank its successors or assigns become immediately due and payable and at any time after such default said Bank its successors or assigns may require the Trustee herein to sell the property hereby conveyed or so much thereof as may be necessary to satisfy pay and discharge said debt, with its interest and all costs incurred in making such sale, including an attorney's fee of \$25.00 and a commission not exceeding five per cent. on the gross amount of said sale and to have the said land, and the privileges tenements hereditaments and appurtenances thereunto belonging or in any wise appertaining or such part thereof as may be sold granted and conveyed unto the purchaser, or purchasers thereof his or their heirs or assigns which said sale shall be in accordance with the laws of said State for sales under deeds of trust, such sale to be had in front of the County Court of Nansemond County in the State of Virginia.

When the debt herein secured has been fully paid and the obligations herein

assumed fully complied with, then this trust deed shall be released at the cost of the parties of the first part, by apt and proper release made and executed by the said Bank as in such cases made and provided by law. And the said parties of the first part do hereby covenant and agree with said Bank that they are lawfully seized and possessed of said land; that they have a good right to sell and convey the same; and that the same is free from all valid and subsisting liens and encumbrances; and that they will warrant generally the title to the land hereby conveyed.

Witness the following signatures and seals;

J. T. Smith---(Seal)

Clyde C. Smith---(Seal)

D. T. McLawhorn---(Seal)

STATE OF VIRGINIA,

Nansemond County, To-wit:

I, Charles B. Godwin Jr. a Notary Public for the County and State aforesaid do certify that J. T. Smith and Clyde C. Smith his wife, and D. T. McLawhorn whose names are signed to the foregoing writing, bearing date on the 5th day of July 1923 have this day acknowledged the same before me in my said County.

Given under my hand this the 20th day of July 1923.

Charles B. Godwin Jr.

Notary Public.

My term of office expires on the 14th day of April 1926.

VIRGINIA: In the Clerk's Office of the Circuit Court of Nansemond County the 2nd day of August 1923.

This Deed was presented, and, with the certificate annexed, admitted to record.

Teste: G. E. Bunting, Clerk.

By, Ruby V. Benton, D. C.

A true copy.

Teste:

G. E. Bunting, Clerk.

STATE OF VIRGINIA,
COUNTY OF NANSEMOND.

Exhibit "B"

WHEREAS, J. T. Smith, and wife Clyde C. Smith are justly indebted to Charles McLawhorn, in the sum of THREE THOUSAND (\$3,000.00) DOLLARS, as is evidenced by one bond of even date herewith, due and payable 90 days from the date hereof, the payment of which said bond the said J. T. Smith and wife Clyde C. Smith desire to secure, when the same becomes due and payable. NOW THEREFORE this indenture made this the 21, day of February 1923, by J. T. Smith and wife Clyde C. Smith, of the County of Nansemond and State of Virginia, of the first part, to Charles McLawhorn of the County of Pitt, State of North Carolina

WITNESSETH: That in consideration of the premises above recited and for the purpose of securing the payment of the bond herein referred to, the parties of the first part have bargained and sold and by these presents do bargain, sell and convey unto the party of the second part, his heirs and assigns, the one half undivided interest of the parties of the part in and to that certain tract or parcel of land, lying and being situated in the County of Nansemond State of Virginia, and known as the HODGES FARM containing 300 acres more or less, and bounded on the North by the estate of J. W. Ballard, and other on the West by the land of J. K. P. Daughtrey and others, and on the South and East by Frank Wright and others, and being the same property conveyed by Susie E. Bell and her husband, to J. T. Smith and D. T. McLawhorn.

TO HAVE AND TO HOLD the aforesaid one half undivided interest in said real property unto him the said Charles McLawhorn in fee simple, but on this special trust, that if the bond herein referred to is paid off and discharged at its maturity, then this Mortgage shall become NULL AND VOID, of no effect, and cancelled of record, but if the parties of the first part shall fail to pay off said bond at its maturity, then and in that event the said Charles McLawhorn shall sell the one half undivided interest herein before described in said land at public sale before the

Court House Door in the County of Nansemond, State of Virginia, to the highest bidder for cash, after having first advertised said land according to law, and the said Charles McLawhorn in the event of said sale, is hereby authorized and directed to execute and deliver a deed of conveyance for said one half interest in said property to the purchaser at said sale and the proceeds arising from said sale shall be applied, first to the payment of the cost and expenses incurred in making said sale, and secondly, to the payment of the bond herein before referred to, and the residue thereof, if any after retaining a reasonable commission for services rendered in making said sale, shall be paid over to, the parties of the first part, or their legal representatives,

IN TESTIMONY WHEREOF the parties of the first part have hereunto set their hands and seals this the 21 day of February 1923.

J. T. Smith---(Seal)

Clyde C. Smith---(Seal)

STATE OF VIRGINIA,

CITY OF SUFFOLK, to-wit:

I, Sue W. Riddick a Notary Public in and for the City aforesaid, in the State of Virginia, do hereby certify that J. T. Smith and Clyde C. Smith whose names are signed to the writing hereto annexed, bearing date the 21st day of February, 1923, have acknowledged the same before me in my City aforesaid.

Given under my hand this 7th day of March 1923.

Sue W. Riddick

Notary Public.

My term of office expires the 10th day of March, 1925.

VIRGINIA: In the Clerk's Office of the Circuit Court of Nansemond County the 7th day of March, 1923.

This deed was presented, and, with the certificate annexed, admitted to record.

Teste: G. E. Bunting, --Clerk.

By, Ruby V. Banton,--D. C.

A true copy

Teste:

G. E. Bunting, Clerk.

Exhibit "A"

THIS DEED, Made this 21st day of February in the year one thousand nine hundred and twenty three between J. T. Smith and Clyde Chapman Smith, his wife of Nansemond County, Virginia, and D. T. McLawhorn, of Greenville, North Carolina, parties of the first part, and S. E. Everett, Chosen Trustee of the City of Suffolk, Virginia party of the second part-

WITNESSETH: That said parties of the first part do grant unto the said parties of the second part, with general warranty, the following property to wit:

All that certain tract of land known as the Hodgers Farm, containing Three Hundred (300) acres, more or less, (but sold in gross and not by the acre) situated on the road leading from Suffolk to Holland, in Nansemond County, Virginia, and bounded on the North by the estate of J. W. Ballard and others; on the West by the land of J. K. P. Daughtrey and others, and on the South and East by Frank Wright and others, it being the same property this day conveyed to the said J. T. Smith and D. T. McLawhorn by deed duly executed by Susie E. Bell and husband, and duly recorded in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, simultaneously with this deed of trust as a co-temporaneous transaction.

IN TRUST to secure to Susie E. Bell of Elizabeth City North Carolina the payment of the sum of SIX THOUSAND TWO HUNDRED NINETY (\$6,290.00) DOLLARS, Evidenced by a negotiable note of even date with this deed of trust for that sum, executed by the said J. T. Smith and D. T. McLawhorn and payable ninety (90) days after date to the said Susie E. Bell, of Elizabeth City, North Carolina, at the National Bank of the City of Suffolk, Virginia, with interest from date until paid and the homestead waived.

In the event that default shall be made in the payment of the said debt, principal or any installment of interest, when due and payable, then the Trustee on being required so to do by the beneficiary executors, administrators or assigns she 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

123-8-2
RELEASED
Debt herein
mentioned paid
in full.
This deed and
lien thereof re-
leased and can-
celled.
Susie E. Bell
by S.E. Everett,
her atty.

123-8-2
Have release
attested note
evidencing debt
herein mentioned
produced before
me duly cancelled
Teste:
G.E. Bunting
// / / / / / / /

first advertising the time, place and terms, thereof for ten (10) days 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, including a trustee's commission of five per centum, the fees for drawing and recording this deed, if then unpaid, and to discharge the amount of money then payable upon the said debt; 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 parties of the first parties executors, administrators or assigns shall prescribe and direct, or in case of their failure to give such directions, at such time and in such manner as the said Trustee shall think fit.

The said parties 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 further covenant and agree to keep the buildings on the property hereby conveyed insured for the full amount of \$4,000.00 for the further protection of the said beneficiary or assigns; and in the event of their failure to do so, then the Trustee or the beneficiary under this deed, may effect or renew such insurance from time to time so long as the said debt, or any part thereof remains unpaid; and the insurance premiums shall constitute a part of the lien created by this deed, to be paid out of the proceeds of the property, if sold or to be recoverable by all the remedies in law or equity by which the debt aforesaid may be recoverable.

If no default shall be made in the payment of the said debt or insurance premiums, then upon the request of the parties of the first part, a good and sufficient deed of release shall be executed to them at their own proper cost and charges.

Witness the following signatures and seals:

D. T. McLawhorn---(Seal)

J. T. Smith---(Seal)

Clyde C. Smith---(Seal)

STATE OF NORTH CAROLINA,

County of Pitt, to-wit:

I, B. F. Tyson a Notary Public for the County aforesaid, in the State of North Carolina do certify that D. T. McLawhorn whose name is signed to the writing hereto annexed, bearing date the 21st day of February 1923, has acknowledged the same before me in my office aforesaid.

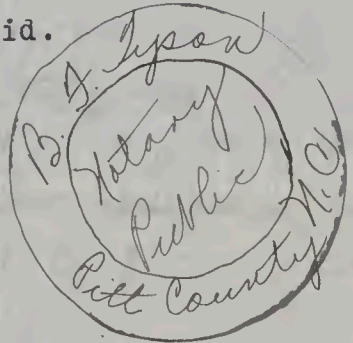
Given under my hand this 6th day of March 1923.

B. F. Tyson

My term of office expires 10th day of August 1924.

State of Virginia,

City of Suffolk, to-wit:



I, Sue W. Riddick a Notary Public in and for the City aforesaid, in the State of Virginia do certify that J. T. Smith and Clyde C. Smith, whose names are signed to the writing hereto annexed, bearing date the 21st day of February 1923, have acknowledged the same before me in my City aforesaid. Given under my hand this 7th day of March 1923.

Sue W. Riddick,

Notary Public.

My term of office expires 10th day of March 1925.

VIRGINIA: In the Clerk's Office of the Circuit Court of Nansemond County the 7th day of March 1923.

This deed was presented, and, with the certificate annexed admitted to record.

Teste: G. E. Bunting,---Clerk.

By, Ruby V. Benton,--D. C.

A true copy.

Teste:

G. E. Bunting, Clerk.

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1 IN THE CIRCUIT COURT OF NANSEMOND COUNTY, VIRGINIA.

2
3 HOLLAND-JONES COMPANY, INC.,

4 v.

5 J. T. SMITH, CHARLES McLAWHORN,
6 NATIONAL VALLEY BANK OF STAUNTON,
7 Trustee, and the SHENANDOAH VALLEY
8 JOINT STOCK & LAND BANK OF STAUNTON
9 and D. T. McLAWHORN.

r
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r
r
r
Evidence

10 Before Judge James L. McLemore,

11 Suffolk, Virginia, March 29th, 1928.

12
13
14 PRESENT:

15 Messrs. Holland & Woodward, counsel for plaintiff,

16 Messrs. Hugh L. Holland, J. Melvin Lovelace, S. E.
17 Everett, Saunders & Hutton and F. C. Harding,
18 Counsel for the defendants.

19
20 -0-

21
22 Phlegar & Tilghman,
23 Shorthand Reporters,
24 Norfolk, Virginia,
25 Reported by C. L.
26 Hendry.

1 W. J. HOLLAND, one of the plaintiffs, being duly
2 sworn, testified as follows:

3
4 Examined by Mr. Wm. Holland:

5 Q. I hand you herewith an abstract of a certain
6 judgment in favor of Swift & Company, a corporation, which
7 was assigned to Holland-Jones Company, September 8th,
8 1922. I ask you whether or not this judgment is subject
9 to any credit, or not, and, if so, how much and when?

10 A. Yes, sir; two credits, December 11, 1924, \$75.00,
11 and December 22nd, 1924, \$25.00, total \$100.00.

12 Q. Is the remainder of balance of the judgment still
13 due and owing to Holland-Jones Company, Inc.?

14 A. Yes, sir.

15 MR. HOLLAND: I offer in evidence certified
16 copy of deed from Susie E. Bell and husband
17 to J. T. Smith and D. T. McLawhorn, dated
18 February 21st, 1923, marked Exhibit E.

19
20 THE COURT: Who is Susie Bell?

21 MR. HOLLAND: She sold the property to these
22 people.

23
24 NOTE: Exhibit E, filed in evidence is as
25 follows:
26

1 "THIS DEED, Made this 21st day of February in the
2 year one thousand nine hundred and twenty three between
3 Susie E. Bell and Charles Deems Bell, her husband of
4 Elizabeth City, North Carolina parties of the first
5 part, and J. T. Smith and D. T. McLawhorn of Nansemond
6 County, Virginia, parties of the second part-

7 WITNESSETH; That in consideration of the sum of
8 Twelve Thousand Two Hundred Ninety (\$12,290.00) Dollars
9 and other valuable considerations the said parties of
10 the first part do grant unto the said parties of the
11 second part with GENERAL WARRANTY, all

12 That certain tract of land known as the Hodges Farm,
13 containing Three Hundred (300) Acres more or less,
14 (but sold in gross and not by the acre) situated on
15 the road leading from Suffolk to Holland, in Nansemond
16 County, Virginia, and bounded on the North by the
17 estate of J. W. Ballard and others; on the West by
18 the land of J. K. P. Daughtrey and others, and on the
19 South and East by Frank Wright and others, it being
20 the same property conveyed to the said Susie E. Bell
21 by deed dated the 28th day of January, 1922, executed by
22 S. E. Everett, Trustee and recorded in the Clerk's
23 Office of the Circuit Court of Nansemond County,
24 Virginia, on the 24th day of August, 1922, in Deed
25 Book 100, page 119.

26 The said parties of the first part covenant that

1 they have the right to convey the said land to the
2 grantees; that they have done no act to encumber
3 the said land; that the grantees shall have quiet
4 possession of the said land, free from all encumbrances,
5 and that they the said parties of the first part,
6 will execute such further assurances of the said land as
7 may be requisite.

8 WITNESS the following signatures and seals:

9 Susie E. Bell -- (Seal)

10 Charles Deems Bell --(Seal)

11 STATE OF NORTH CAROLINA:

12 County of Pasquotank, to-wit:

13 I, M. R. Griffin a Notary Public for the county
14 aforesaid in the State of North Carolina do certify
15 that Susie E. Bell and Charles Deems Bell whose names
16 are signed to the writing hereto annexed, bearing date
17 the 21st day of February, 1923, have acknowledged the
18 same before me in my office aforesaid.

19 My term of office expires 7th day of May, 1923.

20 Given under my hand this 26th day of
21 Feby. 1923.

22 M.R. Griffin

23 Notary Public.

24 VIRGINIA:

25 In the Clerk's Office of the Circuit Court of Nansemond
26 County the 7th day of March, 1923.

1 This deed was presented, and, with the certificate
2 annexed, and with the requisite amount of \$13.00
3 in Revenue Stamps having been annexed thereto and
4 cancelled admitted to record.

5 Teste:

6 G. E. Bunting,--- Clerk,

7 By, Ruby W. Benton,-- D.C.

8 A true copy.

9 Teste:

10 G.E. Bunting, Clerk"



11 -o-

12 THE PLAINTIFF RESTS.

13 -o-

14 D. T. McLAWHORN: one of the defendants, being duly
15 sworn, testified as follows:

16 Examined by Mr. Lovelace:

17 Q. Please state your name, age, residence and occupation?

18 A. D. T. McLawhorn; 33; Greenville, North Carolina;
19 farmer.

20 Q. Are you familiar with the transaction mentioned in this
21 bill of complaint filed on behalf of Holland-Jones Company,
22 Inc.?

23 A. Yes, sir.

1 Q. Just tell the court all you know about the whole
2 transaction?

3 A. On February 21st, 1923, I was out to Mr. Smith's.
4 The place, I understand, belonged to Mrs. Bell at the
5 time. Mr. Smith was staying there, and Mrs. Bell and her
6 son came out there, and we had been considering buying it,
7 and helping out Mr. Smith on it.

8 Q. Who do you mean by "we"?

9 A. My father. He sent me up here to look at it. Mrs.
10 Bell and her son came that morning, and we come over here
11 and I give my check for \$6000, which my father was to
12 look after and take care of at home, and she gave us an
13 option, or agreement, and we afterwards got a deed for it,
14 and give her a deed of trust for what we lacked paying her
15 until we could get a loan on it.

16 Q. I will ask you if that is the check you gave Mrs. Bell?

17 A. Yes, sir.

18 Q. Where was it given to her?

19 A. In Mr. Everett's office.

20 Q. Did you, at the time the check was given, accept
21 any security for that check?

22 A. Nothing, only that agreement.

23 Q. What time after that was the deed of trust executed?

24 A. Put to record March 7.

25 Q. I ask you if this is the note given Mrs. Susie E. Bell
26 for the balance of the purchase price?

1 A. Yes, sir.

2 NOTE: The check of \$6000 is filed in evidence
3 marked Exhibit "1", and is as follows:

4 66-153

5 "THE NATIONAL BANK OF GREENVILLE

6 Greenville, N.C. Feb. 21, 1923 No. _____

7 Pay to the
8 order of---Mrs. Susie E. Bell - - - - - \$6000⁰⁰

9 Six Thousand - - - - - Dollars

10 For _____ D. T. McLawhorn "

11 (On the back of said check)

12 Mrs. Susie E. Bell,

13 Pay to the order of Any Bank or Banker,
14 Previous Endorsements Guaranteed
15 Feb. 22, 1923

16 FIRST & CITIZENS NATIONAL BANK

17 First National Bank

18 Citizens Bank

19 Elizabeth City, N.C.

20 66-78 M.H. Jones - - - Cashier"

21 The note referred to is filed in evidence as

22 as Exhibit "2", and is as follows:

23 \$6,290.00 Suffolk, Va., February 21st, 1923

24 Ninety (90) * - - - -days after date--WE--- promise

25 to pay to Susie E. Bell of Elizabeth City, North

26 Carolina or order, negotiable and payable without

offset at the NATIONAL BANK OF SUFFOLK, Suffolk, Virginia

Six Thousand Two Hundred Ninety * * * * *⁰⁰/100
Dollars,

1 For value received, -----and-it-is-agreed-upon-by-
2 the-parties-that-the-interest-on-this-Note-shell-be-pay-
3 able-in-advance,-and-we,-principal-and-endorsers-hereby
4 waive,the-benefit-of-our-Homestead-Exemption-as-to
5 this-debt. With interest from date at 6 per cent.

6 D.T.McLawhorn (Seal)

7 B F Tyson

J.T. Smith (Seal)

8 (Stamped on face of note)
9 Nansemond County,

10 Clerk's Office

11 Paid in Full

12 _____"

13
14 Q. That \$6000, what did that represent?

15 A. The first payment.

16 Q. Was that on your behalf, or paid on behalf of someone
17 else?

18 A. Well, half me, and the other half to my father.

19 Q. In other words, your father stood for half, to pay
20 \$3000 of that?

21 A. Yes, sir.

22 Q. You said you were up here representing your father in
23 this transaction?

24 A. Yes, sir.

25 Q. On March 1st, around the first of March, the date the
26 deeds were recorded, at this time you gave a deed of trust,
~~you and Mr. Smith gave a deed of trust, did you not?~~

MH

Mr McLawhorn

9

1 A. Yes, sir.

2 Q. What were the amounts of the deed of trust?

3 A. \$6190 and some cents. The deed of trust to Mrs. Bell
4 \$6190.15, I think.

5 Q. I asked you if that is a copy of the deed of trust
6 that you gave to secure Mrs. Bell?

7
8 By The Court: Show the witness just that part of it.

9 A. Is this the deed of trust we gave Mrs. Bell?

10 Q. You gave it to Mr. Everett to secure Mrs. Susie E. Bell?

11 A. Yes, we did.

12 NOTE: The deed of trust referred to is
13 filed in evidence marked Exhibit "A" and
14 is as follows:

15
16 "D.B.99
Page 234

17 THIS DEED, Made this 21st day of February in the year
18 one thousand nine hundred and twenty three between J.T.
19 Smith and Clyde Chapman Smith, his wife of Nansemond
20 County, Virginia, and D. T. McLawhorn, of Greenville,
21 North Carolina, parties of the first part, and S. E.
22 Everett, Chosen Trustee of the City of Suffolk, Virginia
23 party of the second part-

24 WITNESSETH That said parties of the first part do
25 grant unto the said parties of the second part, with
26 general warranty, the following property towit:

MH

Mr McLawhorn

10

1 All that certain tract of land known as the Hodgers
2 Farm, containing Three Hundred (300) acres, more or
3 less, (but sold in gross and not by the acre)
4 situated on the road leading from Suffolk to Holland,
5 in Nansemond County, Virginia, and bounded on the North
6 by the estate of J. W. Ballard and others; on the West
7 by the land of J. K. P. Doughtrey and others, and on
8 the South and East by Frank Wright and others, it being
9 the same property this day conveyed to the said J. T.
10 Smith and D. T. McLawhorn by deed duly executed by
11 Susie E. Bell and husband, and duly recorded in the Clerk's
12 Office of the Circuit Court of Nansemond County, Virginia,
13 simultaneously with this deed of trust as a co-temporan-
14 eous transaction.

15 IN TRUST to secure to Susie E. Bell of Elizabeth City North
16 Carolina, the payment of the sum of Six
17 Thousand Two Hundred Ninety (\$6,290.00)
18 Dollars, evidenced by a negotiable note
19 of even date with this deed of trust for
20 that sum, executed by the said J.T. Smith
21 and D.T. McLawhorn and payable nine-
22 ty (90) days after date to the said Susie E. Bell, of
23 Elizabeth City, North Carolina, at the National Bank of
24 the City of Suffolk, Virginia, with interest from date
25 until paid and the homestead waived.

26 In the event that default shall be

1923-8-2
RELEASED
Debt --herein
mentioned paid
in full.
This deed and
lien thereof
released and
cancelled
Susie E. Bell
by S.E. Everett,
her atty.

1923-8-2
Above release
attested note

1 made in the payment of the said
2 debt, principal or any installment of
3 interest, when due and payable, then the
4 Trustee on being required so to do by
5 the beneficiary executors, administrat-
6 ors or assigns she shall sell the property
7 hereby conveyed.

evidencing
debt herein
mentioned pro-
duced before
me duly can-
celled.
Teste:
G.E. Bunting
Clerk

8 And it is covenanted and agreed between the parties
9 aforesaid, that in case of a sale the same shall be made
10 after first advertising the time, place and terms, there-
11 of for ten (10) days and upon the following terms, to-wit
12 for cash as to so much of the proceeds as may be necessary
13 to defray the expenses of executing this trust, includ-
14 ing a trustee's commission of five per centum, the fees
15 for drawing and recording this deed, if then unpaid, and
16 to discharge the amount of money then payable upon the
17 said debt; and if there be any residue of said purchase
18 money the same shall be made payable at such time and
19 secured in such manner as the said parties of the first
20 parties executors, administrators or assigns shall pre-
21 scribe and direct, or in case of their failure to give
22 such directions, at such time and in such manner as the
23 said Trustee shall think fit.

24 The said parties of the first part covenant to pay all
25 taxes, assessments, dues, and charges upon the said
26

1 property hereby conveyed so long as they or their
2 heirs or assigns shall hold the same; and further
3 covenant and agree to keep the buildings on the pro-
4 perty hereby conveyed insured for the full amount of
5 \$4,000.00 for the further protection of the said benefi-
6 ciary or assigns; and in the event of their failure to do
7 so, then the Trustee or the beneficiary under this deed,
8 may effect or renew such insurance from time to time so
9 long as the said debt, or any part thereof remains un-
10 paid; and the insurance premiums shall constitute a part
11 of the lien created by this deed, to be paid out of
12 the proceeds of the property, if sold or to be recover -
13 able by all the remedies in law or equity by which the
14 debt aforesaid may be recoverable.

15 If no default shall be made in the payment of the said
16 debt or insurance premiums, then upon the request of the
17 parties of the first part, a good and sufficient deed
18 of release shall be executed to them at their own proper
19 cost and charges.

20 Witness the following signatures and seals:

21 D. T. McLawhorn --- (Seal)

22 J. T. Smith - - - (seal)

23 Clyde C. Smith - - - (Seal)

24 STATE OF NORTH CAROLINA,

25 County of Pitt, to-wit:

26 I, B. F. Tyson, a Notary Public for the County aforesaid,

1 in the State of North Carolina, do certify that D. T.
2 McLawhorn whose name is signed to the writing hereto
3 annexed, bearing date the 21st day of February, 1923, has
4 acknowledged the same before me in my office aforesaid.
5 Given under my hand this 6th day of
6 March 1923.

7 B.F. Tyson

8 My Term of office expires 10th
9 day of August 1924.

10 State of Virginia,

11 City of Suffolk, to-wit:

12 I, Sue W. Riddick a Notary Public in and for the
13 City aforesaid, in the State of Virginia do certify that
14 J. T. Smith and Clyde C. Smith, whose names are signed
15 to the writing hereto annexed, bearing date the 21st day
16 of February, 1923, have acknowledged the same before me
17 in my City aforesaid.

18 Given under my hand this 7th day of March 1923.

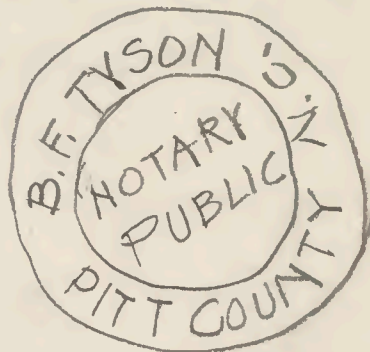
19 Sue W. Riddick,

20 Notary Public.

21 My term of office expires 10th day of March 1925.

22 VIRGINIA: In the Clerk's Office of the Circuit Court of
23 Nansemond County the 7th day of March 1923.

24 This deed was presented, and, with the certifi cate
25 annexed admitted to record.
26



MH

Mr McLawhorn

14

1 Teste G. E. Bunting,----- Clerk,

2 By Ruby V. Benton --- D.C.

3 A true copy.

4 Teste: G. E. Bunting, Clerk".

5
6 Q. Was a deed of trust given at that time to secure Mr.
7 Charles McLawhorn?

8 A. Mr. Smith and his wife and myself gave a deed of trust
9 to Mrs. Bell for \$6,290.00, and Mr. Smith and wife gave a
10 deed of trust to my father \$3,000. for the money that he
11 had advanced in the place.

12 Q. That was at the same date as the other deed was?

13 A. Yes.

14 Q. All put to record at the same time, were they not?

15 A. Yes, sir.

16 NOTE: The deed last referred to is
17 filed in evidence as Exhibit "B" and
18 is as follows:

19 D. B. 99

20 Page 236.

21 STATE OF VIRGINIA,

22 COUNTY OF NANSEMOND,

23 WHEREAS, J. T. Smith, and wife Clyde C. Smith are
24 justly indebted to Charles McLawhorn, in the sum of
25 THREE THOUSAND (\$3,000.00) DOLLARS, as is evidenced
26 by one bond of even date herewith, due and payable

90 days from the date hereof, the payment of which said bond the said J. T. Smith and wife Clyde C. Smith desire to secure, when the same becomes due and payable.

NOW THEREFORE this indenture made this the 21, day of February 1923, by J. T. Smith and wife Clyde C. Smith, of the County of Nansemond and State of Virginia, of the first part, to Charles McLawhorn of the County of Pitt, State of North Carolina.

WITNESSETH: That in consideration of the premises

above recited and for the purpose of securing the payment of the bond herein referred to, the parties of the first part have bargained and sold and by these presents do bargain, sell and convey unto the party of

the second part, his heirs and assigns, the one half undivided interest of the parties of the part in and to that certain tract or parcel of land lying and being situated in the County of Nansemond State of Virginia, and

known as the HODGES FARM containing 300 acres more or less, and bounded on the North by the estate of J. W. Ballard, and other on the West by the land of J. K. P. Daughtrey and others, and on the South and

1923-8-2
RELEASED
Debt ---herein
mentioned paid
in full.
This deed and
lien thereof
released and
cancelled.
Chas. McLaw-
horn

1923-8-2
Above release
attested Bond
evidencing
debt herein
mentioned pro-
duced before
me duly cancel-
led:
Teste:
G.E. Bunting

1 East by Frank Wright and others, and being the same
2 property conveyed by Susie E. Bell and her husband,
3 to J. T. Smith and D. T. McLawhorn.

4 TO HAVE AND TO HOLD the aforesaid one half undivided
5 interest in said real property unto him the said
6 Charles McLawhorn in fee simple, but on this special
7 trust, that if the bond herein referred to is paid for
8 and discharged at its maturity, then this Mortgage
9 shall become NULL AND VOID, of no effect, and cancelled
10 of record, but if the parties of the first part shall
11 fail to pay off said bond at its maturity, then and in
12 that event the said Charles McLawhorn shall sell the
13 one half undivided interest herein before described
14 in said land at public sale before the Court House Door
15 in the County of Nansemond, State of Virginia, to the
16 highest bidder for cash, after having first advertised
17 said land according to law, and the said Charles Mc-
18 Lawhorn in the event of said sale, is hereby authorized
19 and directed to execute and deliver a deed of conveyance
20 for said one half interest in said property to the
21 purchaser at said sale and the proceeds arising from
22 said sale shall be applied, first to the payment of
23 the cost and expenses incurred in making said sale,
24 and secondly, to the payment of the bond herein before
25 referred to, and the residue thereof, if any after
26

1 retaining a reasonable commission for services
2 rendered in making said sale, shall be paid over to,
3 the parties of the first part, or their legal representa-
4 tives.

5 IN TESTIMONY WHEREOF, the parties of the first part
6 have hereunto set their hands and seals this the 21
7 day of February, 1923.

8 J. T. Smith --- (Seal)

9 Clyde C. Smith--- (Seal)

10 STATE OF VIRGINIA,

11 CITY OF BUFFOLK, to-wit:

12 I, Sue W. Riddick a Notary Public in and for the
13 City aforesaid, in the State of Virginia, do hereby
14 certify that J. T. Smith and Clyde C. Smith whose
15 names are signed to the writing hereto annexed, bearing
16 date the 21st day of February, 1923, have acknowledged
17 the same before me in my City aforesaid.

18 Given under my hand this 7th day of March 1923.

19 Sue W. Riddick

20 Notary Public

21 My term of office expires the 10th day of March, 1925.

22 VIRGINIA: In the Clerk's Office of the Circuit Court
23 of Nansemond County the 7th day of March, 1923.

24 This deed was presented, and, with the certificate
25 annexed, admitted to record.

26 Teste: G. E. Bunting, --Clerk, By, Ruby V. Benton,
D.C.

1 A true copy:

2 Teste: G. E. Bunting, Clerk".

3

4 Q. Then, when were these deeds of trust released, and
5 under what circumstances were they released?

6 A. They were released the 1st of August.

7 Q. What was the purpose of releasing them, or what was
8 the object of re-leasing these two deeds of trust?

9 A. That we might give deed to the Land Bank loans, from
10 which we had \$4,500.

11 Q. Who made application to the bank?

12 A. Mr. Everett.

13 Q. It was made through Mr. Everett, but for whom?

14 A. Myself and Mr. Smith.

15 Q. You all made application to the bank to secure \$4,500?

16 A. Yes.

17 Q. How was the money from this loan applied?

18 A. On the payment. We owed \$6,290. the 1st of August.

19 Q. Was there enough money gotten through the bank on
20 this loan to pay the balance of the purchase price to Mrs.
21 Bell?

22 A. No, we had to borrow- we owed \$6,290.

23

24

25

26

NOTE: The deed from J. T. Smith and
Clyde C. Smith, his wife, and D.T. McLawhorn

1 to the National Valley Bank of Staunton
2 for \$4,500, is filed in evidence marked
3 Exhibit "C" and is as follows:

4
5 " AMORTIZATION DEED OF TRUST

6 THIS DEED, Made and entered into this the 5th day
7 of July in the year One Thousand Nine Hundred and
8 Twenty three by and between J. T. Smith and Clyde
9 C. Smith, his wife, and D. T. McLawhorn (unmarried)
10 of Nansemond County, in the State of Virginia
11 parties of the first part, and The National Valley
12 Bank of Staunton a corporation of Staunton, Virginia
13 as Trustee party of the second part, WITNESSETH:
14 WHEREAS, the said J. T. Smith and D. T. McLawhorn
15 are justly indebted to The Shenandoath Valley Joint
16 Stock Land Bank of Staunton, a Corporation hereinafter
17 referred to as the Bank in the full and just sum of
18 Forty-five Hundred Dollars (\$4,500.00) this day
19 loaned to the said parties of the first part by said
20 Bank the receipt whereof is hereby duly acknowledged;
21 and,
22 WHEREAS, the said parties of the first part have made
23 and delivered unto the said Bank a negotiable note of
24 which the following is a copy.
25 \$4,500.00 Staunton, Va., July 5th, 1923.
26 For value received we promise to pay to the order of
The Shenandoah Valley Joint Stock Land Bank

1 of Staunton at its offices in the City of Staunton
2 Virginia the sum of Forty Five Hundred Dollars
3 payable in semi-annual installments in manner and
4 form as follows:

5 In Forty semi-annual payments of One Hundred and
6 Ninety four (72/100) Dollars each payable on the
7 day of January and July in each year unless this
8 note shall be sooner matured by extra payments
9 on account of principal.

10 This method of payment of this note is on the
11 amortization plan and in accordance with amortiza-
12 tion tables provided by the Federal Farm Loan Board.
13 Installments paid on their due date bear interest
14 at the rate of 6% per annum. Defaulted payments
15 shall bear simple interest from their due date to
16 the date of payment thereof at eight per cent (8%)
17 per annum, as required by the Federal Loan Act.
18 This note is secured by Trust Deed of even date
19 herewith conveying real estate.

20 J. T. Smith

21 D. T. McLawhorn.

22 NOW, THEREFORE, This Deed Witnesseth: That for
23 and in consideration of the premises and the sum
24 of One Dollar (\$1.00) cash in hand paid to the
25 parties of the first part by the party of the
26 second part, the receipt whereof is acknowledged

1 the said parties of the first part do hereby grant,
2 bargain sell and convey unto the said The National
3 Valley Bank of Staunton a Corporation all that
4 certain tract or parcel of land, situate in Holy
5 Neck District, County of Nansemond and State of
6 Virginia, and more particularly bounded and
7 described as follows: to-wit:

8 All that certain piece, parcel or tract of land,
9 containing three hundred (300) acres, more or
10 less, situate, lying and being on the Concrete
11 Highway to Richmond about eight miles from the
12 City of Suffolk, in Holy Neck District County of
13 Nansemond and State of Virginia, and being bounded
14 and described as follows:

15 All that certain tract of land known as the "Hodges
16 Farm", bounded on the north by the estate of
17 J. W. Ballard and others; on the west by the land
18 of J. K. P. Daughtrey and others, and on the South
19 and east by Frank Wright and others, it being the
20 same property conveyed to the said J. T. Smith and
21 D. T. McLawhorn by deed duly executed by Susie E.
22 Bell and husband dated the 21st day of February 1923
23 and duly recorded in the Clerk's Office of the
24 Circuit Court of Nansemond County, Virginia on the
25 7th day of March 1923 in Deed Book 100, page 561,
26

1 reference to which and the deeds and papers therein
2 mentioned ~~is~~ hereby made for a more particular
3 description and for derivation of title,
4 TOGETHER with all and singular the privileges,
5 tenements, hereditaments and appurtenances
6 thereunto belonging or in any wise appertaining.
7 IN TRUST to secure the payment at maturity of
8 that certain negotiable promissory note of even
9 date herewith, made by the said parties of the
10 first part, in the amount of Forty five Hundred
11 Dollars (\$4,500.00) payable within 20 years after
12 date to the order of The Shenandoah Valley Joint
13 Stock Land Bank of Staunton, Virginia with interest
14 according to the terms of said note as copied herein,
15 until paid. And it is covenanted and agreed with
16 the said THE SHENANDOAH Valley Join Stock Land
17 Bank by the parties of the first part that the loan
18 secured by this trust deed will be repaid to the
19 said Bank its successors or assigns, on the
20 amortization plan by means of Forty-semi-annual
21 installments in the amount of \$194.72 each, in
22 accordance with tables provided by the Federal Farm
23 Loan Board.

24 This trust deed is executed to said party of the
25 second part to secure The Shenandoah Valley Joint
26 Stock Land Bank a Corporation as a joint stock land

1 bank doing business under the "Federal Farm Loan
2 Act", approved July 19, 1916, and is hereby agreed
3 to be in all respects subject to, and governed
4 by the terms and provisions of said Act.

5 After five years from the date upon which this loan
6 is made additional payments in sums of \$25.00 or any
7 multiple thereof, for the reduction of the principal
8 or the payment of the entire principal may be made
9 by the grantors on any regular installment date,
10 under the rules and regulation of the Federal Farm
11 Loan Board. Such additional payments are not to
12 reduce thereafter the amount of the periodical pay-
13 ments herein contracted to be made but are to
14 operate to discharge the loan at an earlier date by
15 reducing the percentage applicable to interest, and
16 increasing the percentage applicable to principal.
17 And the said parties of the first part for themselves
18 their heirs personal representatives and assigns,
19 do further covenant and agree to insure and pending
20 the existence of this trust, to keep insured in some
21 solvent stock Company to the satisfaction of The
22 Federal Farm Loan Board the improvements on the
23 hereby mortgaged land to the amount of, at least
24 \$2,000.00 Dollars and to procure the policy or
25 policies to be effected thereon to be so framed or
26 endorsed as in the case of loss to enure to the benefit

1 of the said Bank, its successors or assigns to the
2 extent of the lien hereby created or claim hereunder
3 and to deliver said policy or policies to the said
4 bank, its successors or assigns, to the extent of the
5 lien hereby created, or claim hereunder and to
6 deliver said policy or policies to the said bank,
7 its successors or assigns. In the event of loss
8 under said policy or policies during the life of this
9 trust, the sums of money paid in satisfaction of said
10 loss may, subject to general regulations of the
11 Federal Farm Loan Board, be used to pay for the
12 reconstruction of the buildings destroyed.
13 It is further covenanted and agreed between the
14 parties of the first part and the party of the
15 second part that if the parties of the first part
16 have heretofore executed or shall hereafter execute,
17 to any person, firm or corporation any contract
18 providing for the lease, purchase or rental of the
19 whole or any part of the property hereby conveyed or
20 of any of the mineral substances in upon or under-
21 lying the same, or for the operation of any coal, oil,
22 gas or other mineral or mineral substance or
23 substances or for any subsurface or surface right
24 or privileges (other than for agricultural purposes)
25 in, upon or under the land conveyed by this trust
26 deed the proceeds of such sale, and the rents,

1 profits and revenues at any time arising directly
2 or indirectly from or by virtue of any such contract
3 during the continuance of this trust deed whether
4 said option, lease right or privilege be operated or
5 exercised or not, at the time of the execution hereof
6 shall be paid over to the said The Shenadoah Valley
7 Joint Stock Land Bank and by it applied to the
8 reduction of the principal of the debt secured by
9 this trust deed, as provided herein for the making of
10 additional payments by the maker of the note herein-
11 above described on any regular installment date
12 and for the application thereof by the Bank and this
13 trust deed shall serve as a full and sufficient
14 assignment of all money or other things of value derived
15 from or by virtue of any such contract together with
16 all of the right title and interest of any and every
17 kind name and nature, legal and equitable of the said
18 grantors in and to said contract unto the said
19 National Valley Bank of Staunton, a Corporation,
20 Trustee for the Shenadoah Valley Joint Stock Land
21 Bank of Staunton a Corporation for the purpose
22 aforesaid, provided that in case of sale of the said
23 land, the said Joint Stock Land Bank may permit this
24 encumbrance to be assumed by the purchaser. In case
25 of the death of the mortgagor his heirs or his legal
26 representative shall have the option within sixty

1 days of such death, to assume this encumbrance.

2 And it is agreed that, until default be made in the
3 payment of the debt hereby secured according to the
4 terms conditions and stipulations of this mortgage
5 the said parties of the first part shall possess the
6 aforesaid property upon paying in the meantime all
7 taxes liens assessments public debts and charges
8 of every kind, levied or assessed or to be levied or
9 assessed, on said land and premises, which taxes,
10 liens assessments public debts and charges of
11 every kind the said parties of the first part for
12 themselves their heirs, personal representatives,
13 and assigns, do hereby duly covenant to pay when
14 legally assessed against the land hereby conveyed,
15 or when legally demanded of said parties of the
16 first part.

17 In the event that the parties of the first part shall
18 fail to pay any one or more of the periodical
19 payments as provided in said note, as and when the
20 same are due and payable, said payments shall draw
21 interest at the rate of eight per cent (8%) from
22 the date when due until paid, or if the said parties
23 of the first part shall fail to pay any and all
24 taxes liens assessments, public debts or charges of
25 whatsoever kind against said land and premises when
26 due or to maintain insurance as herein provided for,

1 the said The Shenandoah Valley Joint Stock Land Bank,
2 may, at its election make such payments or provide
3 such insurance and all amounts paid out by said Bank
4 on account of any such insurance, taxes, liens,
5 assessments, public debts or charges of whatsoever
6 kind against said land and premises shall become a
7 part of the debt herein secured and shall bear eight
8 per cent (8%) simple interest from date of payment
9 thereof by said Bank to the date on which said
10 amount or amounts be repaid to said Bank.
11 But, if any one or more of the payments in the
12 above described note, as therein provided to be made,
13 be not made when due, or if the parties of the first
14 part shall permit any taxes liens or assessments,
15 public debt or charges of whatsoever kind on said
16 land to become delinquent; or fail to keep the
17 building insured as herein provided; or shall, by
18 neglect permit any unreasonable depreciation in the
19 value of said land and premises or the buildings there-
20 on or to permit to be done any act in respect to said
21 lands which will reduce or impair the value of said
22 land and premises as security for the loan hereby
23 made; or make default in any of the conditions or
24 covenants of this trust deed; then the whole debt
25 secured shall at the option of the said Bank its
26 successors or assigns become immediately due and

1 at any time after such default said Bank its
2 successors or assigns may require the Trustee herein
3 to sell the property hereby conveyed or so much
4 thereof as may be necessary to satisfy pay and dis-
5 charge said debt, with its interest and all costs
6 incurred in making such sale, including an
7 attorney's fee of \$25.00 and a commission not exceed-
8 ing five per cent. on the gross amount of said sale
9 and to have the said land, and the privilege tenements
10 hereditaments and appurtenances thereunto belonging
11 or in any wise appertaining or such part thereof as
12 may be sold granted and conveyed unto the purchaser,
13 or purchasers thereof his or their heirs or assigns
14 which said sale shall be in accordance with the laws
15 of said State for sales under deeds of trust, such
16 sale to be had in front of the County Court of Nanse-
17 mond County in the State of Virginia.

18 When the debt herein secured has been fully paid and
19 the obligations herein assumed fully complied with,
20 then this trust deed shall be released at the cost of
21 the parties of the first part, by apt and proper
22 release made and executed by the said Bank as in such
23 cases made and provided by law. And the said parties
24 of the first part do hereby covenant and agree with
25 said Bank that they are lawfully seized and possessed o
26 of said land; that they have a good right to sell

1 and convey the same; and that the same is free
2 from all valid and subsisting liens and encumbrances;
3 and that they will warrant generally the title to
4 the land hereby conveyed.

5 Witness the following signatures and seals:

6 J. T. Smith --- (Seal)

7 Clyde C. Smith---(Seal)

8 D.T. McLawhorn---(Seal)

9 STATE OF VIRGINIA,

10 Nansemond County, To-wit:

11 I, Charles B. Godwin, Jr. a Notary Public for the
12 County and State aforesaid do certify that J. T.
13 Smith and Clyde C. Smith, his wife, and D. T. Mc-
14 Lawhorn whose names are signed to the foregoing
15 writing, bearing date on the 5th day of July 1923
16 have this day acknowledged the same before me in my
17 said County.

18 Given under my hand this the 20th day of July 1923.

19 Charles B. Godwin Jr.

20 Notary Public

21 My term of office expires on the 14th day of April, 1926.

22 VIRGINIA: In the Clerk's Office of the Circuit Court
23 of Nansemond County the 2nd day of August 1923.

24 This deed was presented, and, with the certificate
25 annexed, admitted to record.
26

1 Teste: G. E. Bunting, Clerk,

2 By Ruby V. Benton, D. C.

3 A true copy.

4 Teste: G. E. Bunting, Clerk"

5
6 Q. Who paid the balance of that money, the balance of the
7 purchase price?

8 A. I gave a check for my father for the remainder.

9 Q. I will ask you if this is the check you gave, which
10 was the difference in the purchase price?

11 A. Yes, sir.

12 NOTE: The check just referred to dated August
13 1st, 1923, is filed in evidence as Exhibit 3,
14 and is as follows:

15
16 " THE NATIONAL BANK OF GREENVILLE

17 Greenville, N. C. Aug. 1, 1923 No-----

18 Pay to the
19 Order of S.E. Everett \$2162.15

20 Twenty One Hundred & Sixty & two 15/100 Dollars

21 For Payments in full Chas. McLawhorn
 Hodges Farm by D.T. McLawhorn"

22 On back of check
23 Pay Federal Reserve Bank of Richmond
 or order prior endorsements guaranteed
24 National State & City Bank
 Old Dominion Trust Co.
25 68-5 State & City Bank & Trust Co. 68-5
 Richmond, Va.
 AUG. 3, 1923
26 68-3 Pay to the order of any Bank 68-3
 Banker or Trust Co

1 Prior endorsements guaranteed
2 Federal Reserve Bank of Richmond.

3 Pay any Bank, Banker or Trust Co.
4 --or order--

5 All prior endorsements guaranteed
6 AUG 2 1923
7 FARMERS BANK OF NANSEMOND
8 68-123 Suffolk, Va.
9 H. M. Holland, Cashier.

10 Signature on bank, S. E. Everett"

11 Q. Is that the note given to secure the balance of the
12 purchase price?

13 A. Yes. I gave the notes when the other was cancelled,
14 the one for three thousand dollars was cancelled, \$2100
15 and some dollars with costs and extra fees.

16 NOTE: A note for \$4,182. 00, exhibited to
17 witness, was filed in evidence as Exhibit 4 and
18 is as follows:

19 "\$4182.00 Suffolk, Va. Aug. 1 1923

20 On Demand----- days after date---- I promise to
21 pay without offset, unto Charles McLawhorn or order,
22 negotiable and payable at the

23 68-123 FARMERS BANK OF NANSEMOND, 68-123
24 Suffolk, Va.

25 Forty One Hundred and Eighty Two Dollars

26 For value received, with ten per cent, for cost of
collection; and it is agreed upon by the parties
hereto that the interest on this note shall be pay-

1 able ~~in-advance~~; and we, principal and endorsers,
2 from date
3 hereby waive the benefit of our homestead
4 exemption as to this debt.

5 J.T. Smith

6 On back of note

7 1924

8 Sept. 24- Credited with purchase price at
9 foreclosure sale \$2000⁰⁰100

10 Chas McLawhorn"

11 NOTE: The deed dated the 1st day of August,
12 1923 from J. T. Smith and Clyde C. Smith his
13 wife to S. E. Everett, Trustee is filed in
14 evidence as Exhibit "D" and is as follows:

15 "D.B.99
16 Pg.507

17 THIS DEED, Made this 1st day of August in the year one
18 thousand nine hundred and twenty three between J. T.
19 Smith and Clyde C. Smith his wife of Nansemond
20 County, Virginia parties of the first part, and S. E.
21 Everett chosen trustee of Suffolk Virginia party of
22 the second part,

23 WITNESSETH: That said parties of the first part do grant
24 unto the said party of the second part with general
25 warranty the following property, to-wit:

26 All their interest in that certain piece, parcel or
 tract of land, containing three hundred acres, more or

1 less, situate, lying and being on the Concrete
2 Highway about eight miles from the City of Suffolk,
3 in Holy Neck District, County of Nansemond and the
4 State of Virginia, and being bounded as follows:
5 All that certain tract of land known as the Hodges
6 Farm, and bounded on the North by the estate of J. W.
7 Ballard and others, on the West by the lands of J.K.
8 P. Daughtrey and others, and on the South and East by
9 the lands of Frank Wright and others, and being the
10 same land conveyed to the said J. T. Smith and D. T.
11 McLawhorn by deed duly executed by Susie E. Bell and
12 husband and recorded in the Clerk's Office of the
13 Circuit Court of Nansemond County in deed book 100
14 page 561.

15 IN TRUST to secure to Charles McLawhorn Winterville,
16 N. C. the payment of the sum of Forty One Hundred and
17 Eighty Two Dollars evidenced by a negotiable note of
18 even date with this deed of trust for that sum, execut-
19 ed by the said J. T. Smith and payable to the said
20 Charles McLawhorn on demand at the Farmers Bank of
21 Nansemond, Suffolk, Virginia with interest from date
22 until paid and the Homestead waived.

23 In the event that default shall be made in the payment
24 of the said debt, principal or any installment of
25 interest when due and payable then the Trustee on
26 being required so to do by the said beneficiaries exe-

1 cutors, administrators or assigns shall sell the
2 property hereby conveyed.

3 And it is covenanted and agreed between the parties
4 aforesaid that in case of a sale the same shall be
5 made after first advertising the time, place and
6 terms thereof for ten days and upon the following
7 terms, to-wit: for cash as to so much of the proceeds
8 as may be necessary to defray the expenses of execu-
9 ting this trust, including a trustee commission of
10 five per centum the fees for drawing and recording
11 this deed, if then unpaid and to discharge the
12 amount of money then payable upon the said debt; and
13 if there be any residue of said purchase money the
14 same shall be made payable at such time and secured
15 in such manner as the said parties of the first part
16 their executors, administrators or assigns shall
17 prescribe and direct or in case of their failure to
18 give such directions at such time and in such manner as
19 the said Trustee shall think fit.

20 The said parties of the first part covenant to pay all
21 taxes, assessments dues and charges upon the said
22 property hereby conveyed so long as they or their
23 heirs or assigns shall hold the same; and further cov-
24 enant and agree to keep the buildings on the property
25 hereby conveyed insured for the full amount of \$2500.00
26

1 for the further protection of the said Chas. McLawhorn
2 or assigns; and in the event of their failure to do so,
3 then the Trustee or the beneficiary under this deed,
4 may effect or renew such insurance from time to time
5 so long as the said debt; or any part thereof remain^s
6 unpaid; and the insurance premiums shall constitute
7 a part of the lien created by this deed, to be paid out
8 of the proceeds of the property if sold or to be reco-
9 verable by all the remedies in law or equity by which
10 the debt aforesaid may be recoverable.

11 If no default shall be made in the payment of the
12 said debt or insurance premiums then upon the request
13 of the parties of the first part a good and
14 sufficient deed of release shall be executed to them
15 at their own proper cost and charges.

16 Witness the following signatures and seals:

17 J.T. Smith --- (Seal)

18 Clyde C. Smith --- (Seal)

19
20 STATE OF VIRGINIA,

21 County of Nansemond to-wit:

22 I, Charles B. Godwin, Jr. a Notary Public for the
23 County aforesaid in the State of Virginia do certify
24 that J.T. Smith and Clyde C. Smith whose names are
25 signed to the writing hereto annexed bearing date
26 the 1st day of August 1923 have acknowledged the

1 same before me in my County aforesaid.

2 Given under my hand this 1st day of August 1923.

3 Charles B. Godwin Jr.

4 Notary Public

5 My term of office expires 14th day of April 1926.

6 VIRGINIA: In the Clerk's Office of the Circuit Court
7 of Nansemond County the 2nd day of August 1923.

8 This deed was presented, and, with the certificate
9 annexed, admitted to record.

10 Teste: G.E. Bunting, Clerk,

11 By Ruby V. Benton, D.C.

12 A true copy.

13 Teste: G. E. Bunting, Clerk."

14
15 Q. Then, who put up the whole of the purchase price
16 except what amount was furnished by the Land Bank?

17 A. My father financed it.

18 Q. He financed the whole proposition?

19 A. Yes, sir.

20 Q. Explain to the Court why it was that the amount in the
21 second deed of trust given to secure Mr. Chas. McLawhorn
22 was different from what it was in the first deed of trust?

23 A. It was notes, lawyers fees in it, and interest on
24 \$6220. from February 21st to August 1st, with the fees,
25 registration fee and lawyers fee.

26 Q. Do you know the exact amount derived from the Land Bank?

1 A. No, I do not. \$4000 and some dollars. Mr. Everett
2 had those figures.

3 Q. Then your father gave the difference between that
4 and what amount was derived from the bank?

5 A. Yes.

6 Q. Paid the difference in that other \$6,290?

7 A. Yes, sir.

8 Q. The second deed of trust given was given to secure
9 those amounts?

10 A. Yes.

11 Q. Has Mr. Smith ever put anything at all into this
12 property?

13 A. No, sir.

14 CROSS EXAMINATION
15

16 By Mr. Wm. Holland:

17 Q. The deed from Mrs. Susie Bell and husband to J. T.
18 Smith and D. T. McLawhorn was dated February 21st, 1922?

19 A. 1923, isn't it?

20 Q. I beg your pardon, 1923. Is that the deed on which
21 the six thousand dollar check was passed?

22 A. Yes, sir.

23 Q. Did you receive the deed from Mrs. Bell on March 7th,
24 the deed for which it was given, or did Mr. Smith receive
25 it?

26 A. My father received it. He was down here at that time.

1 Q. On March 7th your father was here?

2 A. Yes, sir.

3 Q. You were not present?

4 A. No, sir.

5 Q. On February 21st, 1923, was there anything said about
6 how this money should be raised, or how this deed of
7 trust in favor of Mrs. Bell should be paid?

8 A. We were supposed to get a loan to pay it, and if
9 we did not get it that way we had to pay \$6000, and we
10 had to pay \$6000, or lose our \$6000. We had to get up
11 the \$6290, or lose the \$6000.

12 Q. You paid Mrs. Bell \$6000, and that left a balance
13 due her?

14 A. \$6290 we expected to raise.

15 Q. You expected to raise it by a loan from the Shenandoah
16 Valley Joint Stock and Land Bank of Staunton?

17 A. Well, we had promise of it.

18 Q. You did not have a promise from the bank, did you,
19 directly?

20 A. No. That is what we expected to raise, some, but
21 we did not know how much.

22 Q. What is the date on which the application was made to
23 the Shenandoah Valley Joint Stock and Land Bank of
24 Staunton?

25 A. I don't know.

26 Q. Did you sign the application for the loan with Mr.

1 Smith?

2 A. I reckon so. I don't remember now when it was made.

3 Q. Have you any idea whether made in February or March,
4 1923?

5 A. I don't remember.

6 Q. Then your purpose for getting the loan from the
7 Staunton Bank was merely to save the six thousand dollars
8 you all had paid?

9 A. No, sir, if I had expected that I would never have
10 signed the six thousand dollar check. I expected if
11 we did not get it we could raise it.

12 Q. You wanted to raise it by getting it from the
13 Staunton Bank?

14 A. We wanted to get what we could from the bank, yes, sir.

15 Q. I hand you a deed of trust, dated August 1st, 1923,
16 from J. T. Smith and Clyde C. Smith his wife to S. E.
17 Everett, To secure the payment of \$4182 to Charles McLawhorn,
18 marked Exhibit "D". That deed of trust secured the amount
19 due Mr. McLawhorn after the loan from the Staunton Bank
20 been made, the amount being due from J. T. Smith to
21 Mr. Charles McLawhorn?

22 A. I think that is the facts, but I don't recall,
23 I would not be positive - it was \$4180 and something.

24 Q. That is a certified copy?

25 A. Yes.

26

RE DIRECT EXAMINATION

By Mr. Lovelace:

Q. Mr. Holland asked you about this loan - you personally guaranteed the payment of the balance of the purchase price regardless of whether you got that loan or not?

A. Yes.

-0-

S. E. EVERETT, being duly sworn, on behalf of the defendant, testified as follows:

Examined by Mr. Holland:

Q. Who did you represent in the original sale of this property by Mrs. Susie E. Bell to J.T. Smith?

A. Well, Mrs. Bell was the one.

Q. In 1923?

A. Yes, sir.

Q. The first deed of trust shown by the record is from J. T. Smith and Clyde Chapman Smith to S. E. Everett, Trustee, to secure ten thousand dollars, dated January 3rd, 1920. Did you handle that matter for Mrs. Bell and Mr. Smith?

A. I did not know Mrs. Bell at the time, and learned the real estate operator had secured this loan before I knew anything about it. Then I wrote the deed of trust for Mrs. Bell to secure that. In other words, I had ~~nothing to do with securing the loan.~~

1 Q. State whether or not, at the time of this deed of
2 trust to Susie E. Bell, January 3rd, 1920, there was a
3 deed of bargain and sale from Susie E. Bell to J. T.
4 Smith, as a cotemporaneous transaction?

5 A. Well, yes, there was when Mr. Smith first bought the
6 farm, several years ago.

7 Q. Now, the judgment in question in this case was dated
8 October 24th, 1921, and docketed October 24th, 1921.
9 At the time the judgment was docketed this property stood
10 in the name of J. T. Smith subject to cotemporaneous deed
11 of trust for the purchase price of ten thousand dollars,
12 is that correct?

13 A. Correct.

14 Q. There next appears of record, after the judgment had
15 been docketed, trust deed from S. E. Everett, Trustee to
16 Susie E. Bell, foreclosing the deed of trust dated January
17 3rd, 1920, by you, as trustee, conveying this property
18 to Susie E. Bell for consideration of ten thousand dollars,
19 is that correct?

20 A. Yes, to my best recollection. I did not have the
21 information in my possession as to that. That is my
22 recollection. I am sure it is.

23 Q. You have the data or information from which you can
24 state to the Court when this property was conveyed to
25 J. T. Smith a second time?

26 A. Yes.

1 Q. What is it?

2 A. February 19, 1923. After Mr. Smith had been a
3 tenant for sometime and I had tried in some way to get
4 the land back to him from Mrs. Bell. I wrote Mrs. Bell
5 a letter, dated February 19, 1923, as appeared at this time.
6 Shall I read the letters, or file them? I can state what
7 is in them.

8
9 By The Court: You wrote to Mrs. Taylor?

10 A. Mrs. Bell, before the property was conveyed to Mr.
11 Smith, two days before.

12 MR. Wm. HOLLAND: We object to the introduction
13 of these letters, first, on the ground, they are
14 self serving declaration - letter dated
15 February 19, 1923, addressed to Mrs. S. E. Bell,
16 purporting to be from S. E. Everett, and
17 another letter dated February 21 --

18
19 Witness: I have not spoken of but one letter.

20 By Mr. Holland:

21 Q. You are talking about the first letter?

22 A. The only letter was the first letter. Look at them
23 all if you wish to.

24
25 NOTE: A number of letters were handed to
26 Mr. Wm. Holland.

1 By the Court: Look over the letters, and see if you are
2 going to except to any of the others.

3 MR. HOLLAND: Your Honor, I object to the
4 introduction of these letter, which are
5 merely carbon copies of the originals: First,
6 on the ground that they are self serving
7 declarations; Second: they do not come within
8 any exception to the hearsay rule; Third:
9 They are immaterial to the issues in this
10 case, for the reason that they are not
11 binding on the plaintiff, it being not
12 claimed that the plaintiff knew anything,
13 or had any information about the existence
14 of these letters; Fourth: For instance, here
15 is a copy of a letter addressed to Mr. J. T.
16 Smith and Mr. D. T. McLawhorn, dated February
17 21st, 1923, and evidently signed "Susie E.
18 Bell" in pencil by S. E. Everett. Another
19 letter, for instance, dated February 21st,
20 1923, addressed to "The Shenandoah Valley
21 Joint Stock and Land Bank", a party defendant
22 to this suit, with no signature, but with
23 the initials on the bottom "S.E.E:E", in-
24 dicating that the letter was written by Mr.
25 S. E. Edwards. None of these letters are
26 the original, and even if the letters were

1 between the plaintiff and the defendant in
2 this suit the unquestioned rule is you must
✓ 3 give the opposite side notice before trial that
4 such letters will be introduced in evidence
5 and the contents, and ask the opposite side
6 to produce the originals. After those
7 steps are taken then only can carbon copies
8 of letters be introduced on the trial of a
9 case between the plaintiff and the defendant,
10 but these letters are not addressed, nor
11 are they purported to be from Holland-Jones
✓ 12 Company, Inc., to the defendants in this suit.
13

14 THE COURT: You gentlemen will have to
15 appreciate that you know more about this
16 case than I do. I don't know who is who and
17 why. Tell me, in a few words, what the
18 questions are.

19 MR. WM. HOLLAND: This bill of Holland-
20 Jones Company, Inc., against J. T. Smith,
21 Charles McLawhorn, the National Valley Bank
22 of Staunton, Trustee, etc., to enforce a
23 lien of a judgment in favor of Swift & Company,
24 which was assigned to the plaintiff in this
25 cause, Holland-Jones Company, Inc., shortly
26 after the judgment was secured.

1

THE COURT: Before any of the sales were made?

2

3

MR. HOLLAND: Yes, sir. The judgment being

4

docketed in October 1921. On February 21st,

5

1923, Mrs. Susie E. Bell and husband con-

6

veyed 300 acres of land in Nansemond County

7

to J. T. Smith and D. T. McLawhorn, jointly.

8

9

THE COURT: The judgment was against Smith?

10

MR. WM. HOLLAND: Yes, sir. The evidence

11

so far shows that at the time this deed was

12

recorded there were executed by J. T. Smith

13

and D. T. McLawhorn two deeds of trust, one

14

deed of trust by Smith and McLawhorn jointly

15

to secure the payment of \$6200. On March

16

7th, 1923, the same date on which this last

17

deed of trust was recorded, there was a deed

18

of trust executed by J. T. Smith and his wife

19

on his one-half undivided interest to this

20

300 acres of land. The other three thousand

21

dollars was paid by Mr. Charles McLawhorn

22

for his son, or nephew, D. T. McLawhorn,

23

without taking a deed of trust or anything

24

from his son-in-law, D. T. McLawhorn, which

25

he did from Smith, - after Mrs. Bell took her

26

deed of trust for sixty-two hundred dollars

1 Mr. Charles McLawhorn paid Mrs. Bell \$6000
2 by check, as introduced here in evidence. For
3 that \$6000. He took a three thousand dollar
4 deed of trust from J. T. Smith for his one-
5 half undivided interest in this property,
6 but he did not take anything for the money
7 advanced to D. T. McLawhorn. Now, on August
8 3rd, both of these deeds of trust were
9 released, the deed from Mrs. Bell, and two
10 deeds of trust, just referred to were recorded
11 on the 7th of March, during the same year,
12 August 3, both those deeds of trust were
13 released, on that day, the Bank of Staunton
14 secured and had recorded, a deed of trust
15 for \$4500, with which Mrs. Bell was paid all
16 except the expense of making the loan, on
17 her deed of trust for \$6200, recorded in
18 March, 1923. The deed of trust from J. T.
19 Smith and Clyde C. Smith and D. T. McLawhorn
20 and National Valley Bank of Staunton, dated
21 the 5th day of July, 1923, was executed.
22 Now, on August 3rd, 1923, another deed of trust
23 was recorded from J. T. Smith and his wife to
24 S. E. Everett, trustee to Charles McLawhorn,
25 to secure the payment of \$4180 - that debt
26

1 represented the deficiency between the bank's
2 loan and the deed of trust Mrs. Bell held,
3 so far as the half interest was due from J.T.
4 Smith, that also included the amount of the
5 deed of trust that J. T. Smith and wife had
6 executed and recorded on March 7th, 1923, and
7 which was released on August 3, 1923, Now,
8 the contention in this case is by the defendant,
9 that those new deeds of trust recorded and
10 executed about August 3, 1923, were executed
11 at the same time, and were the same transaction
12 with the execution of the deed from Mrs. Bell
13 to Smith and McLawhorn and, therefore, and
14 for that reason constitutes a prior lien on
15 the property over and above the lien of the
16 judgment that was assigned to Holland-Jones
17 & Company against J. T. Smith. With that
18 information the defendants undertake to
19 introduce the letters referred to. These
20 letters being merely carbon copies of letters
21 between various parties, largely between Mrs.
22 S. E. Bell, who is not even a party to this
23 suit, and Mr. S. E. Everett, Attorney, and
24 for the grounds and reasons stated just now
25 we ask that these letters be excluded from
26 the testimony.

1 MR. HUGH HOLLAND: I would like to state
2 just a few words of our contention- I would
3 like to ask Mr. Everett a question first.

4
5 BY THE COURT: Very well.

6 Mr. Hugh Holland:

7 Q. In handling this correspondance, state to the Court
8 the names of the parties you represented as attorney, and
9 your relations with them?

10 A. Mrs. S. E. Bell, Mr. Charles McLawhorn, Mr. D. T.
11 McLawhorn and Mr. J. T. Smith.

12 Q. State whether they are all the parties connected with
13 these transactions, so far as concerns the payment and
14 security for the purchase price?

15 A. That is all, when she conveyed it to Mr. Smith and
16 Mr. Lawhorn, although I had a conversation with Mr. Harding,
17 attorney in Greenville in connection with it. He also
18 represented Mr. McLawhorn.

19 Q. State whether or not you also represented the
20 Shenandoah Valley Joint Stock and Land Bank?

21 A. Yes.

22 Q. The bank to whom the application was made?

23 A. I did not recall the bank's name at the time. The
24 bank new nothing about what we were doing on that day.

25
26 THE COURT: What is your object in offering
the letters?

1 MR. HUGH HOLLAND: The whole thing, in a nutshell -
2 before- the \$4182 will be considered an equity
3 to the purchase money deed of trust, it is our
4 purpose to show after this land was first sold,
5 February 21st, 1923, there were two sets of
6 deeds of trust, the first one February 21st,
7 1923 to secure \$6290 to Susie E. Bell, having paid
8 \$6000 of the \$12,290, represented by that check,
9 the amount being \$12,290. Of that \$6000 we
10 expect to show Mr. Charles McLawhorn, the old
11 gentleman, the father of D. T. McLawhorn,
12 furnished \$3000, which was secured by cotemporan-
13 eous deed of trust dated February 21st, 1923,
14 the other went to pay D. T. McLawhorn's interest
15 subject to deed of trust to Mrs. Bell. All of
16 this was understood and agreed at the time, that
17 Charles McLawhorn would finance and pay for the
18 rest of the purchase money, and the taxes, if
19 necessary, and did so for J. T. Smith. J. T.
20 Smith, neither at that time, or any other time,
21 has paid any part of the purchase money, not
22 even paying the taxes on the land. Charles
23 McLawhorn and D. T. McLawhorn understood with
24 Mr. Everett that- rather Charles McLawhorn would
25 see that half of the entire \$12,290. for J. T.
26 Smith would be paid, agreed to that in the be-

1 gining, and followed that up later possibly
2 by applying to some local bank in North Carolina,
3 and being unable to secure the loan applied
4 then to the Staunton Bank and borrowed \$4500.
5 As to being a self-serving declaration Mr.
6 Everett is not a party to this suit. We merely
7 wanted to show exactly where this purchase
8 money came from, and what the connection was.

9
10 THE COURT: You can file them. I don't know
11 whether they will be evidence or not. I will
12 read them, and try to make any distinction that
13 ought to be made, as near as I can.

14 NOTE: The letters referred to, consisting of
15 10 letters, 9 of which are carbon copies, and
16 one an original are filed as Exhibit "AA",
17 and will be copied and placed at the end of
18 this record.

19 By Mr. Hugh Holland:

20 Q. State to the Court, as briefly as you can the matters
21 bearing on the transaction entirely, and I ask that you
22 refer to the letters rather than reading them all?

23
24 THE COURT: Don't go over any more about the
25 deeds, I think I have that in mind. State
26 matters in addition to releasing the existing

1 deeds of trust. The question is, in releasing
2 the existing deeds of trust and taking others,
3 did you lose any of your right in law as to the
4 man who furnished the purchase money, whether
5 the purchase money in question still attaches.
6 I have heard all the back transaction.

7
8 MR. HUGH HOLLAND: I want to make it as brief
9 as possible. I will let Mr. ~~Everett~~ state,
10 and any part that does not bear on it we can
11 stop him.

12 By Mr. Hugh Holland:

13 Q. Let me ask you this - -

14 A. If you will allow me, I think I can make it shorter
15 by running through the letters. I was hoping that Mr.
16 McLawhorn and Mr. Smith were going to buy this place from
17 Mrs. Bell - that Mr. McLawhorn was going to buy this place
18 from Mrs. Bell for Mr. Smith, but I gave that hope up.
19 February 19th, 1923, I addressed a letter to Mrs. Bell
20 saying that I had given up that hope, and if she had to
21 have any money she had to come here and borrow it. The
22 letter ^{states} that, and I file that as an exhibit. Now, Mrs.
23 Bell came here, after receiving that letter, February 21,
24 1923, with her son, and went out to see Mr. Smith and
25 she brought Mr. Smith, and Mr. Young McLawhorn, finding
26

1 him out there, to my office. Mrs. Bell, in my office,
2 had an agreement with him (Mr. D. T. McLawhorn), and he
3 gave his check to Mrs. Bell in my office for \$6000, and
4 Mrs. Bell agreed to convey the property to Mr. Smith and
5 Mr. McLawhorn as soon as the remainder of the purchase money
6 was raised, somewhere within 60 days. This agreement
7 here is only a copy of the original given Mr. McLawhorn
8 at that time. At the same time I applied to the
9 Shenandoah Valley Joint Stock & Land Bank for a loan
10 of \$8000 to help out in this purchase price, and I
11 'Phoned, or wrote Mrs. Bell February 24th, 1923, and Mrs.
12 Bell wrote on February 24th, 1923, and signed another
13 agreement in addition to the one signed on February 21st,
14 in which she says she will execute a deed and place it
15 in my possession to be delivered on the payment of the
16 purchase price. On February 24th, I wrote to her and
17 sent the deed to her. I also wrote Mr. Harding on the
18 same day what I had done. Mr. Harding was attorney for
19 Mr. McLawhorn in Greenville. On February 26 I wrote Mr. Harding
20 to relieve him and myself of any responsibility to let
21 the deed pass, and take a deed of trust for \$6290 until
22 they could get together and raise the purchase money.
23 Mr. Harding answered that letter on February 28th, 1923,
24 in which he assumes responsibility for Mr. Charles
25 McLawhorn to raise the purchase price, but said he wanted
26

1 me to see if it was delayed we would not be embarrassed
2 by the deed of trust to Mrs. Bell. On the 1st day of
3 March I wrote Mr. Harding the matter had been attended to,
4 and that closed the matter from that time until I received
5 the money from the Stock Land Bank. At that time Mrs.
6 Bell's amount due was \$6290, with interest, and we only
7 received \$4200 from the bank less some costs, and the
8 deed of trust made to the bank by Mr. McLawhorn and Mr.
9 Smith for \$4500 - not securing as much money as we expected
10 to, Mr. Charles McLawhorn had to swell his deed of trust -
11 increase his deed of trust against Mr. J. T. Smith in
12 order to raise the purchase money for Mrs. Bell, which was
13 a difference between \$4500 less the costs and \$6290 with
14 interest, so that it was figured out, and charged to Mr.
15 Smith, and Mr. Smith and wife executed a deed of trust
16 securing the Joint Stock and Land Bank for \$4180 and
17 some cents - I can give that accurately - \$4182 and a
18 check for \$2162.15.

19 Q. Will you state to the Court how \$4182 is arrived at?

20 A. Yes - \$6290 with interest, and there was some little
21 difference in that transaction with Mrs. Bell in the way
22 of some costs and rent that was to be added to that.
23 But none of that was added at the time, we made the first
24 deed of trust, but afterward were added to that, and then
25 the amount that Mr. McLawhorn had to furnish in the last
26 deed of trust was made in order to pay the purchase money,

1 Mr. Smith's part was added to his original deed of trust
2 of \$2000, making up \$4180.

3 Q. Can you furnish an itemized statement of the \$4180?

4 A. Yes, sir.

5 Q. Will you do that?

6 A. Yes. Here is a statement that was made on the day
7 of the Susie E. Bell note: Susie E. Bell note \$6290;
8 interest \$168.79. There was some costs, not all the costs,
9 but there was some rent in there, understood to be paid
10 \$133. In my account I have the Clerk \$9.00; that is
11 \$6600.79. Insurance \$52.36, making \$6653.15. Less
12 \$9.00 deducted on account of checking out \$9.00, \$6644.15;
13 deducting bank check of \$4482, which left \$2162.15. The
14 collection of the check was \$6.00, making \$2168.15, but I took
15 Mr. Charles McLawhorn's check for \$2162.15 instead of
16 \$2168.15. In other words, I paid \$6.00 collection fee. That
17 is what Mr. McLawhorn had to pay \$2168.15. Of that
18 amount was due by two, and we figured out what Mr. Smith's
19 were at the time and added it to the \$3000, and interest
20 on \$3000 made \$4182.

21 Q. I want that statement filed, and the itemized figures
22 as you have them?

23 NOTE: The itemized statement on yellow
24 paper is filed in evidence marked Exhibit
25 "C" and is as follows:
26

MH

Mr Everett

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1	" Susie E. Bell note	\$6290.00
2	Int	168.79
3	Cost	133.00
4	Clerk	9.00
5		
6		\$6600.79
7	Insurance	52.36
8		
9	4182.00	\$6653.15
10	Less	9.00
11		
12		\$6644.15
13	Bank check	4482.00
14		
15		\$2162.15
16	McLawhorn check	
17	Collecting check	6.00
18		
19		\$2168.15 "
20	Q. Half of \$2162. would be \$1080?	
21	A. Yes.	
22	Q. Added to \$3000 would make \$4080?	
23	A. Yes and \$100. was my fee. That checks with the	
24	figures. Mr. Lovelace and myself checked it the other	
25	day.	
26	Q. \$1082?	
27	A. They did not pay any fee in the beginning. They	
28	just simply closed the deal and waited to pay me later.	
29	That was included in the winding up.	
30	Q. When was this last deed of trust for \$4182 foreclosed	

1 (handing witness paper)?

2 A. I just don't remember that.

3 Q. Is that a copy of the trustee's deed?

4 A. Yes.

5
6 NOTE: The paper last referred to is filed
7 in evidence marked "Exhibit "F" and is as
8 follows:

9
10 THIS DEED, Made this 24th day of September,
11 1927, between S. E. Everett, Trustee, of the
12 City of Suffolk, Virginia, party of the first
13 part, and Charles McLawhorn, of Winterville,
14 North Carolina, party of the second part-

15 WITNESSETH: That whereas J. T. Smith and
16 Clyde C. Smith, his wife, by a certain deed of
17 trust bearing date on the first day of August,
18 1923, and recorded in the Clerk's Office of
19 the Circuit Court of Nansemond County, Virginia,
20 in Deed Book 99, page 507, did grant and convey
21 unto the said S. E. Everett, Trustee, his heirs
22 and assigns, all of their interest in that
23 certain piece, parcel or tract of land, containing
24 Three Hundred (300) Acres, more or less, situate
25 lying and being on the Concrete Highway
26 about Eight (8) miles from the City of Suffolk,
in Holy Neck District, County of Nansemond and

1 in the State of Virginia, and being bounded as
2 follows: All that certain tract of land known
3 as the Hodges Farm, and bounded on the North by
4 the estate of J. W. Ballard and others; on the
5 West by the lands of J.K.P. Daughtrey and others,
6 and on the South and East by the lands of Frank
7 Wright and others, and being the same land convey-
8 ed to the said J. T. Smith and D. T. McLawhorn
9 by deed duly executed by Susie E. Bell and husband,
10 and recorded in the Clerk's Office of the Circuit
11 Court of Nansemond County in Deed Book 100,
12 page 561, which said interest being the equity of
13 the said J. T. Smith and Clyde C. Smith, his
14 wife, in one-half of said property, subject to a
15 deed of trust of The Shenandoah Valley Joint Stock
16 Land Bank of Staunton, Virginia, on the entire
17 property; and

18 Whereas, by the said deed of trust S. E. Everett,
19 Trustee, was empowered, on the failure of the said
20 J. T. Smith and Clyde C. Smith, his wife, or their
21 assigns, to pay the said debt to the said benefi-
22 ciary in said deed of trust when due and payable,
23 to sell the said tract or parcel of land, with its
24 appurtenances; and

25 WHEREAS, The said J. T. Smith and Clyde C.
26 Smith, his wife, did fail to pay the said debt

MH

Mr Everett

58

1 after demand, as specified in said deed of trust,
2 and failed to perform the requirements of the said
3 deed of trust, the said S. E. Everett, Trustee,
4 in execution of the said trust therein declared,
5 did on the 24th day of September, 1927, after giving
6 due notice as set out in said deed of trust, of
7 time, terms and place of sale, by advertising the
8 same by posting handbills in numerous places in
9 Nansemond County, the City of Suffolk and other
10 public places, expose to sale the tract or parcel
11 of land aforesaid, with its appurtenances aforesaid,
12 at public auction, to the highest bidder, according
13 to the terms of the aforesaid deed of trust, at
14 which sale the said Charles McLawhorn became the
15 purchaser of the interest of the said J. T. Smith
16 and Clyde C. Smith, his wife, in said land, for
17 the sum of Two Thousand (\$2,000.00) Dollars, and
18 having complied with the terms of sale, has requested
19 that the same be now conveyed to him, the said
20 Charles McLawhorn;

21 NOW, THEREFORE, For and in consideration of the
22 premises, and for the further consideration of
23 \$2,000.00 to him in hand paid by the said Charles
24 McLawhorn, at and before the sealing and delivery of
25 this deed, the receipt whereof is hereby acknowledged,
26 the said S. E. Everett, Trustee, as aforesaid

mh

1 in the said deed of trust, doth grant, bargain,
2 sell and convey, release and confirm, unto the
3 said Charles McLawhorn and his heirs and assigns
4 forever, with SPECIAL WARRANTY, all that certain
5 interest of the said J. T. Smith and Clyde C.
6 Smith, his wife, in one-half of the said property
7 above described, subject to a deed of trust of The
8 Shenandoah Valley Joint Stock Land Bank of
9 Staunton, Virginia, on the entire property, the
10 property being the same which was conveyed to the
11 said S. E. Everett, Trustee, by J. T. Smith and
12 Clyde C. Smith, his wife, by deed dated the 1st
13 day of August, 1923, and recorded in the Clerk's
14 Office of the Circuit Court of Nansemond County,
15 Virginia, in Deed Book 99, page 507.

16 Witness the following signature and seal:

17 S. E. Everett, Trustee (SEAL)

18 STATE OF VIRGINIA,

19 CITY OF SUFFOLK, to-wit:

20 I, Sue Riddick, a Notary Public for the City
21 aforesaid in the State of Virginia, do certify
22 that S. E. Everett, Trustee, whose name is signed to
23 the writing hereto annexed, bearing date the 24th
24 day of September, 1927, hath acknowledged the
25 same before me in my City aforesaid.
26

MH

Mr Everett

60

1 Given under my hand this 24th day of September, 1927.

2 My commission expires the 25th day of March, 1929.

3 Sue W. Riddick,

4 Notary Public.

5 Virginia.

6 In the Clerk's Office of the Circuit Court of
7 Nansemond County the 14 day of October, 1927.

8 This deed was presented, and, with the certificate
9 annexed, admitted to record.

10 Teste:

11 G. E. Bunting, Clerk,

12 By M. K. Gardner, D. C.

13 A True copy.

14 Teste

15 M.K. Gardner, D. C.

16
17 Q. What was the consideration Mr. Smith sold for?

18 A. \$2000. You asked when it was sold - either the
19 24th or 25th - it was the 24th- the deed is dated the 24th
20 day of September, 1927.

21 Q. That meant a loss of over three thousand dollars to
22 Mr. Charles McLawhorn, did it not, for the balance due
23 under his deed of trust, outside of the interest?

24 A. Yes.

25 Q. Do you happen to know about the amount of taxes
26 he had to pay just after that foreclosure on the property

1 in addition to his loss under the deed of trust?

2 A. No, sir. At the time we checked up on that.

3
4 By The Court:

5 Q. It was sold subject to the Federal Land Bank
6 mortgage?

7 A. Yes.

8 By Mr. Hugh Holland:

9 Q. I want to know whether this is, my understanding
10 of your testimony: on February 21, Mrs. Bell and
11 Mr. Charles McLawhorn came over to your office?

12 A. No?

13 Q. Who was it?

14 A.. D. T. McLawhorn, J. T. Smith and Mrs. Bell and her
15 son.

16 Q. Did Mrs. Bell want cash money, the entire \$12,290?

17 A. Yes, sir, at first she insisted on that.

18 Q. And through your persuasion, or efforts, she finally
19 agreed to take this mortgage temporarily, is that
20 correct?

21 A. Correct.

22 Q. How long was she to carry this mortgage, or what
23 was the agreement as to the difference, about the \$6290?

24 A. She first was to give a contract, and then said
25 she would place the deed in my possession for them,
26 and take the deed of trust. It was to be for 60 or 90

1 days. I have forgotten which. It was in the papers,
2 and is of record here.

3 Q. What was the understanding with Mrs. Bell and with
4 you, representing all parties, as to who would finance
5 half interest taken in J. T. Smith's name?

6 A. Charles McLawhorn.

7 Q. Was he to finance the whole transaction?

8 A. Yes, I was doing it for him to raise this money.

9
10 MR. WM. HOLLAND: Your Honor understands I
11 object to the letters, and also my objection
12 applies to conversation between Mrs. Bell
13 and Mr. Everett, on the same ground.

14 THE COURT: Yes.

15
16 By Mr. Hugh Holland:

17 Q. Was any condition at all put in there by Charles Mc-
18 Lawhorn that that amount of money should have to be
19 raised from some other source?

20 A. No, condition at all. Mr. Charles McLawhorn, through
21 his attorney in Greenville, took care of this check that
22 I took at the time. I had conversation with Mr. Harding
23 as to that, and was instructed by him to let the check
24 come on.

25 Q. Did I understand you to say February 21st, 1923, the
26 date of the deed of trust, the two deeds of trust, one
to Mrs. Bell, and one to Mr. McLawhorn you applied at that

1 time to the Land Bank?

2 A. That same day, while they were in my office I had the
3 application filled out and mailed to the bank.

4 Q. At whose suggestion, or request, was that done?

5 A. Well, I could not say exactly. I was doing all
6 I could to raise the money, and we were going to try to
7 get it from the Joint Stock and Land Bank.

8 Q. Was that done in entire agreement between all parties?

9 A. Certainly, I said they did, because they knew that
10 I would try to borrow from the Joint Stock Land Bank.

11 Q. Was the matter of the loan from the Joint Stock
12 Land Bank, consummated by this deed of July 5th, part
13 of the agreement?

14 A. It was the understanding that day if I could not
15 get it there I was to get it somewhere else. The letter
16 introduced from Mr. Harding states that - in other words,
17 Mr. Harding wrote a letter he did not want any mishap
18 he would understand his client had to take care of this
19 in the final wind up.

20 By Mr. Hugh Holland: That is all, unless there is some-
21 thing you want to state to the Court.

22 A. No.

23

24

CROSS EXAMINATION

25 By Mr. Wm. Holland:

26 Q. There was a petition filed by you in this matter in

1 the Clerk's Office. Have you got that with you?

2 A. I think I have.

3 Q. Let me have it please?

4 A. (Witness produced paper).

5 Q. Mr. Everett, in the answer of Charles McLawhorn,
6 filed in this cause, it is stated that the said Charles
7 McLawhorn had the title to the said property examined by
8 S. E. Everett, attorney, Suffolk, at the time the said
9 property was conveyed to J. T. Smith and D. T. McLawhorn
10 which was the same property for which deed of trust to
11 said Charles McLawhorn was executed, as set forth in
12 paragraph 4 hereof; that said S. E. Everett as attorney
13 for said Charles McLawhorn also examined the title to
14 the said property for the Shenandoah Valley Joint Stock
15 and Land Bank of Staunton and for the said Charles McLawhorn,
16 at the time the deeds of trust were executed as set forth
17 in paragraph 5 and 6 hereof; that said S. E. Everett
18 certified to the said Shenandoah Valley Joint Stock Land
19 Bank and also to Charles McLawhorn, on August 1st, that
20 the title to said property was clear, and that there were
21 no judgments outstanding against said J. T. Smith"- are
22 those statements true?

23 A. Yes, except that I don't know that I certified there
24 were no judgments. I did not certify there was one.
25 I have the abstract here and certificate. In other words,
26 I certified that the title was clear. That is what it

MH

Mr Everett

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1 meant.

2 Q. Well, you understood that the Bank and Mr. McLawhorn
3 both would understand from what you said, or reported,
4 that there were no judgments against J. T. Smith docketed
5 in the Clerk's Office of Nansemond County at the time
6 these deeds of trust were executed and delivered?

7 A. Certainly, they did not think there were any judgments
8 there.

9 Q. You did not know whether there was any judgment there?

10 A. I am not going to testify on that. I would like
11 to have a ruling on that.

12 MR. HUGH HOLLAND: There is no question of the
13 judgment. The pleadings admitted that, and
14 notice that goes with the judgment being
15 docketed. I think the questions are irrelevant
16 on this case.

17
18 THE COURT: I don't see what it has to do with it,
19 The judgment is there, whatever its legal
20 status, whatever right the law gives it, whether the
21 other man knew it, or didn't know it.

22 MR. HOLLAND: I would like to show Mr. Everett's
23 interest in the case, by reporting these facts,
24 that he is interested in the outcome of this
25 suit.
26

1 A. As far as I am concerned you can put it in the record.
2 My answer looks like would be sufficient. I want to say
3 I have no objection to answering your question, but my
4 memory does not serve me as to how that matter happened,
5 and I am not going to undertake to guess at it.

6 Q. Just now, in answer to question by Mr. Holland, you
7 said by agreement between all parties interested, you,
8 of course, did not refer to Holland-Jones Company, Inc?

9 A. I never- I did not know them then, and I could
10 not have.

11 Q. At the time, or any time during March 1923, there
12 was no agreement with the Bank of Staunton to furnish
13 any part of this loan they did later make?

14 A. None whatever. I just made application for them,
15 and I never failed any time that I know of. I did not
16 know what the amount would be, but I was sure they would
17 make some.

18 Q. Your first intimation, or information that the
19 bank would make the loan was about July 5th, 1923?

20 A. I could not tell what time they appraised it. I
21 might have known it before that time - I could not answer
22 that. I know that was the time they sent the money. There
23 was some correspondence before that. No doubt I knew it
24 before I received the money.

25 Q. Did you receive the money July 5th, 1923?

26 A. I think I have a way of checking up and telling that.

1 It was not the same day. I had to send the papers to
2 Greenville, and would have to get them back again, only a
3 day or two difference. You will find it one day, and
4 acknowledged on another date. Referring to that
5 would tell you.

6 Q. After they were acknowledged and executed they were for-
7 warded to the Staunton Bank?

8 A. Yes.

9 Q. And returned to you about August 1st with the check
10 and the deed of trust to be recorded in the Clerk's Office?

11 A. I had that check in hand and properly endorsed
12 August 3, 1923.

13 RE DIRECT EXAMINATION
14

15 By Mr. Hugh Holland:

16 Q. The date of the mortgage to the Land Bank is
17 July 5th, 1923, Is it not true that the land would have
18 to be appraised before that in order for you to draw the
19 mortgage- you would not draw the mortgage until the
20 land was appraised and the loan approved?

21 A. Certainly not. In fact, they drew the papers them-
22 selves.

23 Q. On the information you sent them?

24 A. Yes.

25 Q. It took from July 5th, 1923, to August 2nd, 1923, to
26 be recorded?

MH

Mr Everett

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1 A. Yes.

2 Q. And that is the date it is recorded?

3 A. The letters show that. They had to be sent to the
4 different places to be acknowledged.

5 Q. With reference to this understanding, I believe
6 you stated Mr. Charles McLawhorn agreed to finance
7 the entire transaction. Did he, assume payment of the
8 entire purchase price to Mrs. Susie E. Bell at the time
9 they met in your office?

10 A. Yes, that was the only way in the world I persuaded
11 her to let it go over.

12 Q. Do you happen to know whether Mr. Charles McLawhorn
13 was a financially responsible man then?

14 A. Yes. He was a man of means, and did raise the
15 \$6000 and the check was given to me at the time.

16 Q. It was on the strength of his assumption and promising
17 to meet this obligation that Mrs. Bell agreed to it?

18 A. Yes.

19 RE CROSS EXAMINATION

20
21 By Mr. Wm. Holland:

22 Q. You don't mean to change anything that was written
23 in those letters, do you?

24 A. I could not. I have not seen one that was in error.

25 Q. When did Mr. McLawhorn say he would see this \$6000
26

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Mr Everett

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1 was paid?

2 A. I would have to leave that more to him. I saw him
3 before the deal was made. In fact, the deal was at first
4 with Mrs. Bell in my office, and the \$6000, was given by
5 his son. He was over here attending to it for Mr.
6 Charles McLawhorn, his father, and I had seen the father
7 before that time, and as I stated before this, I wrote
8 Mrs. Bell on the 19th of February I had about given up
9 hope.

10 Q. Did D. T. Smith ever ask you or Mr. McLawhorn to
11 guarantee the payment of the purchase money?

12 A. Well, he didn't ask me.

13 Q. Did Mr. J. T. Smith know you had requested Mr.
14 McLawhorn to be responsible for it?

15 A. Well, I would not answer that either. I only know
16 this, Mr. Smith knew that we were trying to raise that
17 money. Mr. Charles McLawhorn can answer that.

18 -o-

19
20
21 F. C. HARDING, being duly sworn, on behalf of
22 the defendants, testified as follows:

23 Examined by Mr. Holland:

24 Q. State your name, residence and occupation?

25 A. F. C. Harding; Greenville, North Carolina; attorney
26 at law.

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Q. How long have you been practicing?

A. 26 years.

Q. Did you represent Mr. Charles McLawhorn in this matter in connection with Mr. Everett?

A. Yes, I did.

Q. Will you state to the Court whether, in inducing Mrs. Bell to take this deed of trust for \$6290, rather than entire cash, whether Mr. Charles McLawhorn assumed the payment of the entire purchase price?

A. Yes, he did.

Q. Do you happen to know of any arrangement that he made, financial arrangement, to take care of this obligation in case he should fail at the Shenandoah Bank?

A. Yes, I think so, to this extent. I was not present, of course, in the bank; when the arrangement was made Mr. McLawhorn came to me and detailed the negotiations here for the purchase of the farm, also related to me, or stated to me, what the terms were to be, and that Mr. Everett thought he could get part of the money from the bank, and he furthermore stated to me in the event they did not procure the money, the amount they wanted, from the Land Bank that he would raise it locally.

Q. Did you, by later telephone conversation convey that information to Mr. Everett as attorney for Susie E. Bell, or to Susie E. Bell?

A. I know I did with Mr. Everett. I am not sure I

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Mr Harding

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1 had any conversation with Mrs. Bell. My communication
2 was entirely with Mr. Everett. Possibly, I have some
3 recollection- but I would not state positively, I wrote
4 a letter to Mrs. Bell. I rather think it was to Mr.
5 Everett to deliver to Mrs. Bell. I was handling that end
6 of it for Mr. McLawhorn.

7 Q. What agreement did that letter refer to?

8 A. I recall distinctly one thing, that something was
9 said about giving possibly 60 or 90 days, and I remember
10 writing to Mr. Everett that we did not want Mr. McLawhorn
11 embarrassed by foreclosure and that the papers were being
12 executed in that way. We did not want him embarrassed
13 by foreclosure in the event he failed to get it within
14 60 or 90 days. I don't remember whether 60 or 90 days.

15 Q. This is your original letter. Dated February 28,
16 1923, addressed to "Mr. S. E. Everette", and signed
17 "F. C. Harding". You said "I want to make it absolutely
18 clear Mr. Everette that this note of \$6290 is not to
19 be foreclosed at the end of 60 or 90 days for the reason
20 that it is understood that this note of \$6290 is to be
21 paid out of the proceeds of the loan to be procured by
22 you for Messrs. Smith and McLawhorn from the Joint Stock
23 Land Bank or such other bank as you may expect to
24 procure the loan from. I am taking this precaution for
25 fear that the delay in getting the loan might run beyond
26 the term of 60 or 90 days"?

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Mr Harding

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1 A. My understanding was that was what Mr. Everett
2 thought would be required.

3 Q. Did Mrs. Bell agree to that?

4 A. I understood she did.

5 Qq "With this understanding you can draw this note for
6 \$6290 and forward same to me and I will have it executed
7 by Mr. McLawhorn and you can get it executed by Mr.
8 Smith, who is already in your county. I will have the
9 deed of trust and note executed immediately upon its
10 receipt". I read the last paragraph the whole letter
11 is in evidence. In writing this letter did you know
12 you were dealing with Mr. Everett as representing Susie
13 E. Bell, in addition to the fact you know he represented
14 Charles McLawhorn also?

15 A. Yes.

16 Q. He represented all parties?

17 A. Yes, sir.

18 Q. Did you have conversation with Mr. Bell. In the
19 first paragraph you say "Mr. Bell, husband of Susie E.
20 Bell, of Elizabeth City, has just called me over the
21 'phone and Mr. McLawhorn is in my office and in our
22 conversation over the 'phone with Mr. Bell he stated it
23 would be perfectly satisfactory with Mrs. Bell to execute
24 and deliver the deed for the land referred to, to Messrs.
25 J. T. Smith and D. T. McLawhorn, and have Messrs. Smith
26 and McLawhorn to execute deed of trust for the balance

1 of the purchase money! Do you remember talking to
2 Mr. Bell?

3 A. I did have some recollection. I haven't seen
4 that letter or read it since I wrote it. That is why I
5 said a moment ago I thought I wrote, or had a 'phone
6 message. I do recall very distinctly now, that I talked
7 with her over the 'phone about it. She was urging the
8 matter to be closed up. She was in a hurry to get the
9 money.

10 Q. Do you know whether, in that conversation, you
11 agreed for Mr. McLawhorn with Mrs. Bell that Mr. McLawhorn
12 would see this money was paid?

13 A. Yes.

14 Q. Unconditionally?

15 A. Yes, not only that, but in conversation with Mr.
16 McLawhorn it was understood between Mr. McLawhorn and
17 myself he was to raise the amount of money irrespective, of
18 whether the loan from the loan bank was procured or not.

19
20 MR. WM. HOLLAND: I wish to keep the record
21 straight, by having it understood the same
22 objection made with reference to the letters
23 also applies to the questions being asked
24 now.

25 THE COURT: All right.
26

1 By Mr. Hugh Holland:

2 Q. Was that last conversation made known to Mrs. Susie
3 E. Bell, and was that agreeable with her?

4 A. With respect to his paying the money?

5 Q. Yes?

6 A. It was one of the topics of the conversation over
7 the 'phone.

8 Q. State whether or not that was the inducing cause
9 that caused Mrs. Bell to accept this proposition?

10 A. I think it was.

11 Q. You know you had to foreclose this property for
12 J. T. Smith in 1922?

13 A. Yes.

14 CROSS EXAMINATION

15 By Mr. Wm. Holland:

16 Q. Mr. Harding, did you ever have any agreement with
17 Mr. J. T. Smith that Mr. Charles McLawhorn would guarantee
18 the payment of this deed of trust held by Mrs. Bell?

19 A. I do not recall. I am not sure I ever had any
20 conversation with Mr. Smith. I do recall two or three
21 different times Mr. McLawhorn and his son were in my
22 office when these negotiations were pending. I would
23 not say Mr. Smith was not present, but I could not say
24 with any distinct recollection he was. He may have been
25 or not.
26

1 Q. This deed of trust held by Mrs. Bell for \$6290. was
2 executed jointly by J. T. Smith and D. T. McLawhorn?

3 A. Yes.

4 Q. Mr. Charles McLawhorn had advanced his son three
5 thousand dollars in cash as part of the purchase price?

6 A. Yes.

7 Q. And naturally he was interested in seeing the
8 property saved for the benefit of his son?

9 A. Yes, sir. Mr. McLawhorn told me he took that
10 matter up and discussed it together, that he would raise
11 the money to finance the whole thing irrespective whether
12 the application to the Shenandoah Valley Joint Stock and
13 Land Bank went through or not.

14 Q. He expected for himself, for his son, to pay that
15 deed of trust anyway?

16 A. To the Shenandoah Valley Bank?

17 Q. Mrs. Bell's deed of trust?

18 A. Yes, he expected to pay it.

19 Q. Whether the loan got through or not?

20 A. Yes, sir.
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CHARLES McLAWHORN: being duly sworn, on behalf
of the defendants, testified as follows:

Examined by Mr. Lovelace:

Q. You are one of the parties defendant to this suit,
are you not, instituted by the Holland-Jones Company,
Inc?

A. Yes, sir.

Q. Tell the Court just briefly what this transaction was
in regard to the financing of this purchase of this
farm?

A. Why, I was to finance for the purchase my son made
with Mrs. Bell and Mr. Everett, \$12,290.00, I believe it
was.

Q. Will you state to the Court whether or not you gave
that check for \$2162.50, and what that represents?

A. This was the closing up - that is the first six
thousand dollars my son and myself paid together, and
this was the remainder due to take care of Smith's
and my son's part, in long loans.

Q. The amount of the loan secured from the Bank was
applied on the deed of trust?

A. Yes.

Q. And this was the difference between what was secured
from the bank and what was due Mrs. Bell on the purchase
price?

1 A. Yes.

2
3 By The Court: Mr. Everett made that plain enough. The
4 statement showed all of that.

5 By Mr. Lovelace:

6 Q. Did you consider yourself responsible to Mrs. Bell
7 for \$6260 irrespective of any loan that might have been
8 secured?

9 A. Yes, sir. We were tied where we had the six thousand
10 dollars up, and we had to put up \$6290 to save that.

11 Q. Did you make any arrangements, other than through
12 Mr. Everett, by way of application to the Land Bank
13 in order to take care of it?

14 A. My son did this. I arranged at home. I made
15 arrangements with the National Bank of Greenville to take
16 care, providing I did not get this long loan through.
17 This was the check on the National Bank of Greenville,
18 \$2162.15, total of \$8162.15 besides the loan.

19 Q. Was Mr. Smith aware of these facts, that you were
20 to take care of his interest in the matter?

21 A. Yes, through my son I was.

22 Q. You said "your son"- did you not talk with Mr.
23 Smith?

24
25 MR. WM. HOLLAND: That is going too far,
26 conversation that took place between him and

1 Mr. J. T. Smith,

2
3 MR. LOVELACE: The question is was his son re-
4 presenting him up here in this matter.

5 THE COURT: Go ahead.

6
7 MR. LOVELACE: His son testified what took place
8 between him and his son, and I am merely confirm-
9 ing the agency.

10 By Mr. Lovelace:

11 Q. Had you had occasion to talk with Mrs. Smith yourself
12 before this transaction?

13 A. Yes, the first of the year I told him I would help
14 him out in it.

15
16 CROSS EXAMINATION

17
18 By Mr. Wm. Holland:

19 Q. You never told Mr. J. T. Smith you would guarantee
20 the deed of trust Mrs. Bell held for \$6290, did you?

21 A. No, sir, I was not up here, but when we put up
22 \$6000 that way, we were obligated to do it.

23 Q. And by reason of putting up \$6000 why, then, you
24 were forced to get the other part from somewhere?

25 A. Yes, sir.

✓ 26 Q. When did you agree to become responsible to see that

MH

Mr. McLawhorn

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1 Mrs. Bell got her money?

2 A. While in Mr. Harding's office there. I don't
3 remember the date of his letter.

4 Q. February the 28th is the date of the letter?

5 A. Somewhere around there, yes, sir.

6 Q. Mr. J. T. Smith asked you to become responsible for
7 that deed of trust at that time?

8 A. No, sir.

9

RE DIRECT EXAMINATION

10

11 By Mr. Hugh Holland:

12 Q. Tell whether or not it was positively understood
13 on Mr. Smith's part you were going to assist in financing
14 this proposition in order for title to be taken by Smith
15 and your son?

16 A. It was through my son by me. I was not here.

17 Q. You had conversation with him in which it was
18 understood you would do that?

19 A. Yes, sir.

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1 D. T. McLAWHORN, recalled, by the defendants,
2 testified as follows:

3 Examined by Mr. Lovelace:

4 Q. In your discussion of this matter with Mr. Smith
5 was it understood you were to take care of his interest
6 in this matter?

7 A. Yes, sir.

8 Q. At the time this \$6000 check was given did you
9 or not personally guarantee the purchase price to Mrs.
10 Bell?

11 A. Yes.

12
13 CROSS EXAMINATION

14 By Mr. Wm. Holland:

15 Q. Did Mr. J. T. Smith at any time ask you or your
16 father, Mr. Charles McLawhorn, to guarantee the payment
17 of the deed of trust held by Mrs. Bell for \$6290?

18 A. I can't answer that question. Of course, we put
19 \$6000 in there, and we expected to take care of it.

20 Q. Certainly, you are Mr. Charles McLawhorn's son?

21 A. Yes, sir.

22 Q. He was interested in not allowing you to lose what
23 money you had put in?

✓ 24 A. What he had paid on the whole thing.

25 Q. What he had paid for Mr. J. T. Smith?

26 A. Yes, sir.

1 Q. You cannot say whether or not you ever agreed with
2 Mr. J.T. Smith for yourself, on behalf of your father,
3 Mr. Charles McLawhorn would guarantee the payment of the
4 deed of trust for \$2690 to Mrs. Bell can you?

5 A. It was understood that he was to take care of it.

6 Q. It was understood between Mr. Everett and Mr.
7 Charles McLawhorn, but I am talking about was any such
8 agreement between you and Mr. J. T. Smith until after
9 the six thousand dollars had been paid and the deal closed,
10 you and your father became interested necessarily by
11 virtue of having six thousand dollars invested in the
12 property?

13 A. Why, I told Mr. Smith when I was down here that papa
14 would help him out. I would take half interest and
15 papa would help him out, what he didn't get on the
16 long loan.

17 Q. But you never, at any time, told Mr. Smith that
18 your father agreed to guarantee payment to Mrs. Bell
19 of \$6290 deed of trust did you?

20 A. I just answered that.

21 Q. Yes, or no?

22 A. Yes.

23 Q. When?

24 A. At the time the other deal was made.

25 Q. What other deal?

26 A. When the \$6000 check was passed in Mr. Everett's

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Mr D.T. McLawhorn

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1 office.

2 Q. What was the consideration?

3 A. I could not recall.

4 Q. Now, the six thousand dollars was paid on February
5 21st, 1923, wasn't it?

6 A. Yes, sir.

7 Q. Now, at the time that six thousand dollars was
8 paid the understanding between you and Mr. S. E. Everett
9 was, the deed would be held by Mr. Everett, and there
10 would be no deed of trust on the property until the
11 purchase price was paid, is that not a fact?

12 A. We had an agreement. I will read it to you.

13 Q. This is the agreement you have reference to, isn't
14 it, letter, or copy of letter purporting to have been
15 signed by Susie E. Bell, dated February 21st, 1923, the
16 same date of the \$6000 check?

17
18 By Mr. Lovelace: Let him read it.

19 By Mr. Wm. Holland:

20 Q. This is the agreement?

21 A. Yes, sir.

22 Q. This letter, which is already in evidence closed with
23 this paragraph "As soon as the loan is ready I will have
24 deed prepared, executed by myself and husband and mailed to
25 S. E. Everett to be delivered on payment of the remainder
26 of the purchase price"?

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Mr D T McLawhorn

1 A. Yes, sir.

2
3 NOTE: The letter from which the paragraph
4 has just been read was dated February 21st,
5 1923, and was included in the letters heretofore
6 filed as Exhibit "AA".

7 Q. Mr. Everett was to hold that deed for Mrs. Susie Bell
8 in his office, until the balance of the purchase price
9 was paid, according to the agreement of February 21st,
10 1923?

11 A. Yes, sir.

12 Q. You said just now at the time you paid that \$6000
13 you agreed with Mr. J. T. Smith that your father would
14 guarantee the payment of the deed of trust to Mrs. Bell?

15 A. That was our agreement in the office. I would
16 give Mrs. Bell check for six thousand dollars, and we were
17 to take care of what he didn't get on the long loan.
18 If he didn't get the long loan we were to take care of
19 that.

20 Q. It was also provided in that letter Mr. Smith was
21 not to receive deed of trust; Mr. Everett was to hold the
22 deed until the whole was paid?

23 A. That was the agreement.

24 Q. What do you say you agreed with Mr. Smith your
25 father would guarantee?

26 A. We will put Mr. Smith on the stand.

1 MR. LOVELACE: He is arguing with the
2 witness.
3

4 By Mr. Wm. Holland:

5 Q. Are you related to Mr. Smith?

6 A. Yes.

7 Q. State to the Court in what way he is related to your
8 father?

9 A. His mother and my father were brother and sister.

10 Q. You are his first cousin?

11 A. Yes, sir.

12 Q. In discussing this matter with him you did not go
13 into the details as to how you were going into the
14 arrangement?

15 A. It was understood we agreed on the start in Mr.
16 Everett's office, I was to take half, and papa would
17 finance him, and back up the other half.
18

19 -0-
20

21 CHARLES McLAWHORN, recalled, by the defendants,
22 testified as follows:

23 Examined by Mr. Lovelace:

24 Q. At the time this deed of trust was foreclosed and
25 you became the purchaser, was any tax due on this land?

26 A. \$558 and something.

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Q. Who paid them?

A. I paid them.

Q. At the time you made this loan to J. T. Smith and to your son, D. T. McLawhorn, you did not know anything about the taxes?

A. The taxes were not due then. They come due since then, the past year, rather.

Q. Those taxes occurred since 1923?

A. Yes, sir.

Q. Under the trust deed to Mr. Everett, Trustee of the property, you would assume the payment of the Staunton Bank loan, and the property was being conveyed subject to that mortgage to the bank?

A. Yes.

Q. Has Mr. Smith ever put any money in this property?

A. No, sir.

-0-

THE DEFENDANTS RESTS

-0-

February 19th, 1923.

Mrs. B. E. Bell,
Elizabeth City, N. C.

Dear Mrs. Bell:-

Mr. Smith has fallen down completely and has not come in as he promised at all. He may be sick but I can not say as to that. In any event it is too late now to secure the loan in any way but by getting it from a bank here and so I am enclosing to you herewith a deed of trust and note for you and your husband to sign and return by mail to me at once and I will endeavor to get the money from one of the banks here.

This is the only way I know of getting the money by tomorrow. If you return the deed of trust to me at once you can mighty easily draw draft on me. I thought \$5,000.00 would be enough to tide you over until we can secure the loan from the Land Bank.

I am also enclosing a renewal for our old note at the bank here. This is due the 21st so would thank you to sign and return same immediately also.

I hope this arrangement will be satisfactory to you, believe me, it is the best I am able to do under the circumstances.

Very truly yours,

SEE:R
ENC:3

Suffolk, Virginia,
February 21st, 1923.

Mr. J. T. Smith,
Mr. D. T. McLawhorn,
Suffolk, Va.

Gentlemen:-

I am now giving you this statement of our
arrangement and agreement to-day.

I have sold you the farm that is now occu-
pied by Mr. J. T. Smith for the sum of \$12,290.00,
and Mr. D. T. McLawhorn is giving me his check
for \$6,000.00.

I understand that you have applied for a
loan from the Shenandoah Valley Joint Stock Land
Bank, through S. E. Everett, their representative,
for enough money to pay the remainder of the
purchase price, which is \$6,290.00, and I am assured
by Mr. Everett that he will have the money from
the bank within sixty days.

As soon as the loan is ready I will have
deed prepared, executed by myself and husband
and mailed to S. E. Everett to be delivered on
payment of the remainder of the purchase price.

Very truly yours,

(sgd) Susie E. Bell

February 21st, 1923.

The Shenandoah Valley Joint Stock Land Bank,
Staunton, Va.

Gentlemen:-

Enclosed herewith please find application
of Mr. J. T. Smith and Mr. D. T. McLawhorn, joint owners
of the property for the sum of \$8,000.00.

I expect to get an application for \$20,000.
this week but whether this is in or not, if it is con-
venient for Mr. Sproul to come down here at this time,
I wish he would arrange to do so next week and he could
appraise the property for the \$20,000. loan too. There
is no uncertainty about this loan or I would not mention
it I have just been too busy to have the man come in and
fill out the application. Check for \$12.50 for this enc.

Very truly yours,

SEE:E

ENC.2

February 24th, 1923

Mr. J. T. Smith,
Mr. D. T. McLawhorn,
Suffolk, Va.

Gentlemen:-

In addition to the letter dated
February 21st, 1923, I gave you with reference to
our deal, I am giving you this letter.

My husband and I have executed a deed
conveying the Hodges property to you for \$12,290.00
and I have placed this deed in the possession of
Mr. S. E. Everett, Suffolk, Virginia, to be delivered
to you when the remainder of the purchase price is
paid, which is \$6,290.00, with interest from the 21st
day of February, 1923. Mr. Everett is to hold the deed
until ~~that time and~~ the remainder is ~~to be~~ paid accord-
ing to the letter to you of February 21st, 1923, within
sixty (60) days. Of course you understand that if it is
a few days after that time before the money is paid, the
money that has already been paid will not be forfeited
but credited on the purchase price of \$12,290.00.

This letter is to authorize you to pay the
remainder of the purchase price to S. E. Everett,
Suffolk, Virginia, and also to authorize Mr. S. E.
Everett to deliver to you the deed from myself and hus-
band that I have placed in his possession.

Very truly yours,

Susie E. Bell

February 24th, 1923.

Mrs. Susie E. Bell,
Elizabeth City, N. C.

Dear Mrs. Bell:-

Carrying out our conversation over the telephone this morning, and in accordance with the conversation I had with Mr. S. C. Hardy, Attorney, of Greenville, N. C., yesterday, I am sending a deed for you and your husband to execute and return to me at once.

Please follow the following instructions strictly so the deed will not have to be returned and the business delayed. Delay always makes a client impatient and it is always the lawyer who is blamed for the delay, it is laid to his carelessness.

First: You and your husband acknowledge this deed by our form of acknowledgment, which is right on the deed, don't let the officer before whom you acknowledge same make any changes.

Second: The officer before whom you and your husband acknowledge the deed must have a seal and attach same to deed.

Third: Sign the enclosed letter and copies of letter addressed to Mr. J. T. Smith and Mr. D. T. McLawhorn, dated as of to-day, and keep one copy for yourself.

Thanking you for your attention, and prompt return of the deed and letter and copies etc., I am,

Very truly yours,

SEE:R,
ENC.5

February 24th, 1923.

Mr. S. C. Hardy,
Attorney-at-Law,
Greenville, S. C.

Dear Sir:-

I am now preparing papers in
accordance with your suggestion. I am glad
you called me because after all I think it is
best to do this this way.

Enclosed you will find copy of a
letter that Mrs. Bell is to sign and which will
be sent to you. I think this is better than
signing a contract to put on record as in the
case of the death of Mrs. Bell we would not
have to proceed in Court to have the property
transferred.

The deed will be put in my possession
to be delivered as soon as I receive the money
from these gentlemen.

I have talked to Mrs. Bell over the
telephone this morning and this is satisfactory
to her and I trust it will be to you. I have
closed most of these big property deals in this
manner.

Very truly yours,

SEE:R

February 26th, 1923

F Harding
Mr. S. C. Hardy, Attorney,
Greenville, N.C.

Dear Sir:-

Enclosed herewith you will find the original of the copy I mailed to you on Saturday, executed by Mrs. Susie E. Bell. The deed is in my possession and I will deliver to you on payment of the remainder of the funds.

Of course you understand with my explaining that even now something could happen and some deed get on record ahead of this but of course I think Mrs. Bell is in good shape and I am sure nothing will happen in sixty days, but you could get around any possible mishap, if you wish to, in this way: Make out a deed of trust for Mr. Smith and Mr. McLawhorn and borrow the money from the bank and that would take Mrs. Bell out of it entirely and the deed would go on record, or as far as that is concerned, if you wish to, Mrs. Bell could take a deed of trust for sixty or ninety days and as soon as I secured the money for her this deed of trust would be released.

If you wish to do it this way, I will just write a deed of trust for Mrs. Bell and have the purchasers, Mr. Smith and Mr. McLawhorn sign it and that makes us absolutely safe, in death, or otherwise, however, do not hold up the check but let it go through now, because I am sure we are safe for the time being and you will not be taking any chances, nor will I. We will just write the deed of trust and you will be safe and so will I.

Very truly yours,

SEE:R
ENC. 1

February 28, 1923.

Mr. S. E. Everette,
Attorney at Law,
Suffolk, Va.

My dear Sir:-

Mr. Bell, husband of Susie E. Bell, of Elizabeth City, has just called me up over the 'phone and Mr. McLawhorne is now in my office and in our conversation over the 'phone with Mr. Bell, he stated that it would be perfectly satisfactory with Mrs. Bell to execute and deliver the deed for the land referred to, to Messrs. J. T. Smith and D. T. McLawhorn and have Messrs. Smith and McLawhorn to execute deed of trust for the balance of the purchase money.

Mr. McLawhorn has consented and agreed to accept deed in fee simple for the property and to execute notes to be secured by deed of trust on the property in the sum of \$6,290.00 to run for 60 or 90 days, to be taken up and paid out of the proceeds of the loan which you are arranging for them to be procured from a joint Stock Land Bank.

So you may draw the deed of trust securing note of \$6,290.00 to be signed by J. T. Smith and D. T. McLawhorn to be secured by deed of trust to be signed by J. T. Smith and D. T. McLawhorn to such Trustee as you may name with the understanding that the note of \$6,290.00 is to be paid out of the proceeds of a loan to be procured by you for J. T. Smith and D. T. McLawhorn from the Joint Stock Land Bank.

I want to make it absolutely clear Mr. Everette that this note of \$6,290.00 is not to be foreclosed at the end of 60 or 90 days for the reason that it is understood that this note of \$6,290.00 is to be paid out of the proceeds of the loan to be procured by you for Messrs. Smith & McLawhorn from the Joint Stock Land Bank or such other bank as you may expect to procure the loan from. I am taking this precaution for fear that the delay in getting the loan might run beyond the term of the 60 or 90 days. With this understanding you can draw the note for \$6,290.00 and forward same to me and I will have it executed by Mr. McLawhorn and you can get it executed by Mr. Smith, who is already in your county. I will have the

1 Deed of Trust and note executed immediately upon its
2 receipt.

3 With best regards, I am,

4 Very truly yours,

5 F. C. Harding

6 FCH/H.
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February 1st, 1923.

Mr. F. C. Harding,
Attorney at Law,
Greenville, N.C.

Dear Sir:-

Your letter of February 28th, 1923, with reference to the Bell-Smith-McLawhorn matter received, and enclosed you will find deed of trust and note. Please have Mr. McLawhorn sign the deed of trust and note properly executed with a seal on it. Follow the acknowledgment on the deed of trust so it will be in accord with our regulations here. Return the same and I will have Mr. Smith sign here with his wife about Monday or Tuesday. I have written him to come in then.

I have made the note for ninety days but feel sure I will get the money before that time. It does not do any harm because we only pay interest for the time it stands. I don't think Mrs. Bell would push them if she did not get it this year but nevertheless I understand that she will hold over until I get the money from the bank.

It does not take long to get the money from this bank I represent but you understand I have not guaranteed the amount they will be able to let us have, that is governed by the appraisers and not myself. I think we will get enough to pay Mrs. Bell at the least.

Let me have the deed of trust back and we will close up matters satisfactorily to all parties. I will say for the benefit of your client that the concrete road is now being built from Suffolk by the farm and it is on the concrete road leading from Richmond to Virginia Beach. This is a very valuable farm.

There will be some cost attached to recording these deeds, shall I have them put on record and draw draft on Mr. McLawhorn or you for the costs?

Very truly yours

SEE:R
ENC:1

Suffolk, Virginia,
June 13th, 1923.

The Farmers Bank of Nansemond,
Suffolk, Va.

Gentlemen:-

I am enclosing a note, dated the 21st
day of February, 1923, payable ninety days after date
to me, for \$6,290.00, with interest from date and exe-
cuted buy D. F. McLawhorn and J. T. Smith, to be held
by you.

The makers of this note have applied to
the Government bank for a loan and it is expected to
be closed this month. I only accommodated them for a
short while and am expecting them to pay this.

I wish you to hold this note until the
money is paid by the makers, or by S. E. Everett,
attorney of Suffolk, Virginia, and you can deliver
same to S. E. Everett, on payment of the money.

You can put the money in Bank to my
credit.

I am doing this because it is possible
I may be away for two months and will not be present
when they are ready to close this deal.

Please acknowledge receipt of this
letter and note.

Yours truly,

Mrs. S. E. Bell,
Elizabeth City, N. C.

*The foregoing is all the evidence in the case
and is the evidence referred to in the decree of April 28, 1928*
James S. McInnis
April 28, 1928.

I N D E X

W. J. Holland,	2	--	--	--
D T McLawhorn,	3	37	40	
S E Everett	40	65	57	68
F C Harding,	69	74	--	--
Chas. McLawhorn	76	78	79	
D T McLawhorn (rec)	80	80	--	--
Chas McLawhorn(rec)	84	--	--	--

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Exhibits:

"E"	Deed - Susie E. Bell to Smith and McLawhorn Feb 21/23	3-5
"1"	Check - \$6,000	7
"2"	Note - \$6,290.	7-8
"A"	Deed - Dated 21st Feb/1923	9-14
"B"	Deed of Trust, 2/21/23	14-18
"C"	Deed of T. 7/5/23	19-30
"3"	Check 7/1/23 \$2162.15	30-31
"4"	Note 8/1/23 \$4182.00	31-32
"D"	Deed 8/1/23 \$4182	31-36
"G"	Itemized Statement	55-
"F"	Deed of T 8/24/27	56-60
"AA"	Letters	86-96
Everett to Bell	- Feb 19/23	
Smith & McL	Feb 21/23	
Bank from SEE	Feb 21/23	
Bell to S & McL	Feb 24/23	
SEE to Bell	Feb 24/23	
SEE to Harding	Feb 24/23	
SEE to Harding	Feb 26/23	
Harding to SEE	Feb 28/23	
SEE to Harding	Mch 1/23	
Bank of N from	June 13/23	
Bell		

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Add 22 to get R. page -

REPORTER'S TRANSCRIPT

IN THE CIRCUIT COURT OF HANSEMOND COUNTY, VIRGINIA.

HOLLAND-JONES COMPANY, INC.,

v.

J. T. SMITH etc et als.

Before Judge J. L. McLemore

Filed April 28th 1928

J. L. McLemore

PHLEGAR & TILGHMAN
SHORTHAND REPORTERS
532-537 LAW BUILDING
NORFOLK, VA.

VIRGINIA:

IN THE CIRCUIT COURT OF HANSEMOND COUNTY.

Holland Jones Company, Incorporated

VS.....DECREE

J. T. Smith, Charles McLawhorn, The National Valley Bank of Staunton, Trustee, and the Shenandoah Valley Joint Stock Land Bank of Staunton, and D. T. McLawhorn.

in which the non residents defendant D.T. McLawhorn has been proceeded against in the mode prescribed by law
This cause came on this day to be heard upon the Complainant's

Bill, and the exhibits filed therewith; the Answer of Charles

McLawhorn, one of the Respondents, the joint and separate Answer

of the Virginian Joint Stock Land Bank of Charleston, a Corporation,

successor to the Shenandoah Valley Joint Stock Land Bank of Staunton,

and the National Valley Bank of Staunton, Trustee; *proper papers having been served on J. T. Smith, who has failed to plead or answer*
evidence taken *by consent of all parties and heretofore filed*
in open Court, and was argued by Counsel.

On consideration whereof, it appearing to the Court that the mortgage from J. T. Smith and Clyde C. Smith, his wife, and D. T. McLawhorn, dated July 5, 1923 and recorded August 2, 1923, in the Clerk's Office of the Circuit Court of Hansemond County, Virginia, in Deed Book No. 99 at page 503 to the National Valley Bank of Staunton, Trustee, for the Shenandoah Valley Joint Stock Land Bank of Staunton, to secure payment of the sum of Forty-five Hundred (\$4500.00) Dollars, and the Deed of Trust from J. T. Smith and Clyde C. Smith, his wife, dated August 1, 1923, and recorded August 2, 1923 in the Clerk's Office of the Circuit Court of Hansemond County, Virginia, in Deed Book No. 99, at page 507, to secure to Charles McLawhorn payment of the sum of Forty-one Hundred Eighty-two (\$4182.00) Dollars, *in legal effect* were both given to secure the purchase price of the property described in the Bill of Complaint in this suit; ~~that this said mortgage and Deed of Trust were given as a~~

~~part of the original agreement made at the time of the con-~~
~~veyance of a one-half (1/2) interest in said property to said~~
~~J. T. Smith;~~ the Court doth adjudge, order and decree that
the said J. T. Smith had no interest in said land that would
be subject to the judgment mentioned in the Bill of Complaint
in favor of Swift & Company, and assigned to Holland Jones
Company, Incorporated, against J. T. Smith, for the sum of
Seven Hundred Thirty-Six (\$736.50) 50/100 Dollars, dated October
24, 1921 and docketed in the Clerk's Office of the Circuit Court
of Nansemond County, Virginia, October 24, 1921, in judgment
Lien Docket No. 4 at page 117, and that the title now held by
Charles McLawhorn to a one-half undivided interest in the real
estate described in the Bill of Complaint is superior to said
judgment, and that said judgment is not a lien on said land.

It is further ordered, ~~and decreed that the Complainants~~
~~be given sixty days from the date of this Order in which to~~
~~an appeal from the decision of the Circuit Court of Nansemond~~
~~County, Virginia, the said Complainants to furnish sufficient~~
~~bond for securing of costs and damages, to the Defendants, in~~
~~amount not to exceed \$~~ *that the defendants recover their costs*

be dismissed and this behalf is ordered - that the complainant bill
~~and this cause is ordered to be stricken from the~~

Docket and placed among the ended causes.

*Copied on
Transcript*

Holland Jones Company, Inc.

VS.....DECREE

J. T. Smith Et Als.

*Entered April 28. 1928
J. M. L. Moore*

*Chancery Order Book
No. 6 Page 269
257*

HUGH L. HOLLAND
ATTORNEY AT LAW
SUFFOLK, VIRGINIA

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

Holland Jones Company, Inc.

Vs.....ANSWER

J. T. Smith, Charles McLawhorn,
The National Valley Bank of Staunton,
Trustee, and The Shenandoah Valley
Joint Stock and Land Bank of Staun-
ton and D. T. McLawhorn.

The answer of Charles McLawhorn to a bill of complaint
filed against him and others in the Circuit Court of Nansemond County,
Virginia, by Holland Jones Company, Incorporated, complainants.

This respondent reserving to himself the benefit of all
just exceptions to the bill of complaint, for answer thereto, or to
so much thereof as he is advised that it is material that he should
answer, answers and says:

FIRST: That he was not a party defendant to the action
instituted by Swift & Company against J. T. Smith, in which judgment
was gotten on the 24th day of October, 1921, nor has he ever had any
notice of such judgment having been gotten, nor has he ever had any
knowledge or notice of the said judgment having been assigned by Swift
& Company to Holland Jones Company, Incorporated.

SECOND: That by deed of bargain and sale dated February
21, 1923 and recorded in Deed Book 100, at page 561, March 7, 1923, in
the Clerk's Office of the Circuit Court of Nansemond County, Virginia,
Susie E. Bell and Charles Deems Bell, her husband, conveyed to J. T.
Smith and D. T. McLawhorn, the following property, to-wit:

"All that certain piece, parcel or tract of land,
containing Three Hundred (300) acres, more or less, sit-
uate, lying and being on the Concrete Highway about Eight
(8) miles from the City of Suffolk, in Holy Neck Magister-
ial District, County of Nansemond and in the State of Vir-
ginia, and being bounded as follows: All that certain
tract of land known as the Hodges Farm, and bounded on the
North by the estate of J. W. Ballard and others; on the
West by the lands of J. K. P. Daughtrey and others, and on
the South and East by the lands of Frank Wright and others."

THIRD: That on February 21, 1923, J. T. Smith and Clyde Chapman Smith, his wife and D. T. McLawhorn gave a deed of trust to S. E. Everett, Trustee, to secure Susie E. Bell in payment of the sum of Six Thousand Two Hundred and Ninety (\$6,290.00) Dollars, this being part of the purchase price of the property hereinbefore described, which deed of trust is of record in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, in Deed Book 99, at page 234. *Ex A*

FOURTH: That J. T. Smith and Clyde C. Smith, his wife, on February 21, 1923, gave a deed of trust on one-half ($\frac{1}{2}$) interest in this property to S. E. Everett, Trustee, to secure Charles McLawhorn in the payment of Three Thousand (\$3,000.00) Dollars, this deed of trust being of record in the aforesaid Clerk's Office in Deed Book 99, at page 236. *Ex B*

FIFTH: That on July 5, 1923, J. T. Smith and Clyde C. Smith, his wife and D. T. McLawhorn, gave a mortgage to the National Valley Bank of Staunton, Trustee for the Shenandoah Valley Joint Stock Land Bank of Staunton to secure the said Shenandoah Valley Joint Stock Land Bank of Staunton in the payment of the sum of Four Thousand Five Hundred (\$4,500.00) Dollars, which mortgage or deed of trust was recorded in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, on August 2nd, 1923, in Deed Book 99, at page 503. *Ex C*

SIXTH: That on August 1st, 1923, said J. T. Smith and Clyde C. Smith, his wife, executed a certain deed of trust on said property to S. E. Everett, Trustee for Charles McLawhorn to secure to said Charles McLawhorn payment in the sum of Four Thousand One Hundred and Eighty-two (\$4,182.00) Dollars, said deed of trust being recorded on August 2, 1923 in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, in Deed Book 99, at page 507. *Ex D*

SEVENTH: The consideration stated in said deed for sale from Susie E. Bell and Charles Deems Bell, her husband, to J. T. Smith and D. T. McLawhorn, referred to in paragraph marked "Second" hereof was Twelve Thousand Two Hundred and Ninety (\$12,290.00) as shown by said deed recorded in Deed Book 100 at page 561; that the two deeds of trust referred to in paragraph marked "Third" and "Fourth" hereof were executed to secure a part of the purchase price as a cotemporaneous transaction at the time of said conveyance, which was also the date of said two deeds of trust, namely February 21, 1923; that the two deeds of trust referred to in paragraphs marked "Fifth" and "Sixth" hereof, were given in order to secure the amounts of money actually advanced for payment of the said deeds of trust referred to in paragraphs marked "Third" and "Fourth" hereof as a continuing transaction and actually representing the purchase price of said property.

EIGHTH: That the lien created by virtue of said judgment of Holland Jones Company, Inc., assignee of Swift & Company is not the first and prior lien on the one-half ($\frac{1}{2}$) undivided interest in the above described property formerly owned by said J. T. Smith as alleged in the Bill of Complaint in this suit, but on the other hand said judgment was a subsequent lien to the deed of trust referred to in paragraph marked "Sixth" hereof from J. T. Smith and Clyde C. Smith, his wife, to S. E. Everett, Trustee for Charles McLawhorn for the reason that the said deed of trust, which was later foreclosed, represented a part of the purchase price actually paid to Susie E. Bell for the one-half ($\frac{1}{2}$) interest of J. T. Smith by Charles McLawhorn.

NINTH: That said Charles McLawhorn had the title to said property examined by S. E. Everett, Attorney of Suffolk, Virginia, at the time said property was conveyed to J. T. Smith and D. T. McLawhorn, which was at the same time the deed of trust to said Charles McLawhorn was executed as set forth in paragraph "Fourth" hereof; that said S. E. Everett, as Attorney for said Charles McLawhorn also examined the title

to said property for The Shenandoah Valley Joint Stock Land Bank of Staunton, and for the said Charles McLawhorn at the time the deeds of trust were executed as set forth in paragraphs "Fifth" and "Sixth" hereof; that said S. E. Everett certified to said Shenandoah Valley Joint Stock Land Bank of Staunton, and also to Charles McLawhorn on August 1, 1923, that the title to said property was clear and that there were no judgments outstanding against said J. T. Smith; that said S. E. Everett should be required to defend this suit, and should be required to pay said judgment with interest and cost in the event that said judgment should be declared a lien on said land prior and superior to the deed of trust of Charles McLawhorn as set forth in paragraph "Sixth" hereof.

TENTH: However, Respondent Charles McLawhorn contends that the money secured by deed of trust from J. T. Smith and Clyde T. Smith, his wife, to S. E. Everett, Trustee, which deed of trust is on record in Deed Book 99 at page 507, as set forth in paragraph marked "Sixth" hereof, was for the purchase price of said tract of land herein before mentioned, and for that reason the judgment referred to in paragraph marked "First" hereof is not a lien against the land at all, since said deed of trust has been foreclosed and that said judgment was subject to an inferiority to said deed of trust, and cannot be asserted against this property as a lien.

And now having fully answered the complainant's bill, this respondent prays to be hence dismissed with his reasonable cost by him in this behalf expended.

J. Melvin Foulkace
Hugh J. Holland,

Counsel

Charles McLawhorn
Respondent

STATE OF NORTH CAROLINA,

COUNTY OF PITT , TO-WIT:

Charles McLawhorn, the respondent named in the foregoing answer, being duly sworn, says that the facts and allegations therein contained are true, except so far as they are therein stated to be upon information, and that so far as they are therein stated to be upon information, he believes them to be true

Charles McLawhorn
Respondent

Taken, sworn to and subscribed before me,
a Notary Public of and for the County and State aforesaid, in my
County aforesaid, this 2 day of March, 1928.

My commission expires on the 4 day of November, 1929.

Mary L. Harding
Notary Public

Copied

VIRGINIA:
IN THE CIRCUIT COURT OF NANSEMOND
COUNTY.

Holland Jones Company, Inc.

Vs.....ANSWER

J. T. Smith, et als

1928 March 8. filed.
J.M.

HUGH L. HOLLAND
ATTORNEY AT LAW
SUFFOLK, VIRGINIA

IN THE CIRCUIT COURT OF NANSEMOND COUNTY, VIRGINIA.

HOLLAND JONES COMPANY, Incorporated,

VS.

J. T. SMITH, CHARLES McLAWHORN, THE
NATIONAL VALLEY BANK OF STAUNTON,
Trustee, and THE SHENANDOAH VALLEY
JOINT STOCK LAND BANK OF STAUNTON,
and D. T. McLAWHORN.

The Joint and Separate Answer of Virginian Joint Stock Land Bank of Charleston, a corporation, successor to the Shenandoah Valley Joint Stock Land Bank of Staunton, and the National Valley Bank of Staunton, Trustee, to the Bill of Complaint filed against them and others in the Circuit Court of Nansemond County, Virginia, by Holland Jones Company, Incorporated, complainants.

TO THE HONORABLE JAMES L. McLEMORE, JUDGE OF SAID COURT:

Your respondents reserving unto themselves the benefit of all just exceptions that may be had to the plaintiff's said Bill of Complaint, for answer thereto, or to so much thereof as they are advised it is material for them to answer, answer and say:

1. Your respondents say that the Virginian Joint Stock Land Bank of Charleston, West Virginia, a corporation, is the legal successor to The Shenandoah Valley Joint Stock Land Bank of Staunton, Virginia, a corporation, having acquired all of the assets and rights of said Shenandoah Valley Joint Stock Land Bank of Staunton, Virginia, a corporation.

2. That it is true as alleged in said Bill of Complaint that by Deed of Trust dated July 5, 1923, J. T. Smith and Clyde C. Smith, his wife, and D. T. McLawhorn, granted and conveyed unto National Valley Bank of Staunton, a corporation, as Trustee for the Shenandoah Valley Joint Stock

Land Bank of Staunton, a corporation, one of your respondents herein, a tract or parcel of land containing three hundred (300) acres, more or less, situate, lying and being on the Concrete Highway to Richmond, about 8 miles from the town of Suffolk in Holy Neck District, County of Nansemond, and State of Virginia, and being bounded and described as follows:

All that certain tract of land known as the "Hodges Farm", bounded on the North by the estate of J. W. Ballard and others; on the West by the land of J. K. P. Daughtrey and others, and on the South and East by Frank Wright and others.

3. That said Deed of Trust was executed to secure the payment of a note of Four Thousand Five Hundred Dollars (\$4,500.00), of even date with said Deed of Trust, payable in amortization payments as in said Deed of Trust and Note provided, to the Shenandoah Valley Joint Stock Land Bank of Staunton, or order, said Deed of Trust being recorded in the office of the Clerk of the Circuit Court of Nansemond County, Virginia, in Deed Book 99, page 503, all of which more fully and at large appears in said Deed of Trust. Your respondent, National Valley Bank of Staunton, a corporation, Trustee, says that it accepted said trust and ever since the date thereof acted as Trustee in said trust.

4. That nine payments have been made to your respondents, the Shenandoah Valley Joint Stock Land Bank of Staunton, and the Virginian Joint Stock Land Bank of Charleston, upon the note secured by the amortization deed of trust hereinbefore referred to, and your respondent herein-after sets forth a table of said payments, giving the date

thereof, the amount of each payment, the portion of each payment credited to interest and the portion credited to principal, with the balance due on said note after each of said payments was applied. Said payments are as follows:

	Payments	Interest	Principal	
7- 5-23	Loan			4500.00
1- 4-24	194.72	135.00	59.72	4440.28
7- 7-24	194.72	133.21	61.51	4378.77
1- 7-25	194.72	131.36	63.36	4315.41
7- 7-25	194.72	129.46	65.26	4250.15
3-13-26	194.72	127.50	67.22	4182.93
9-20-26	194.72	125.49	69.23	4113.70
1-10-27	194.72	123.41	71.31	4042.39
9-16-27	194.72	121.27	73.45	3963.94
1- 4-28	194.72	119.07	75.65	3893.29

5. That the balance due on said note as of January 5, 1928, is Three Thousand Eight Hundred and Ninety-Three Dollars and twenty-nine cents (\$3,893.29), which bears interest from date until paid at the rate of six per cent (6%) per annum.

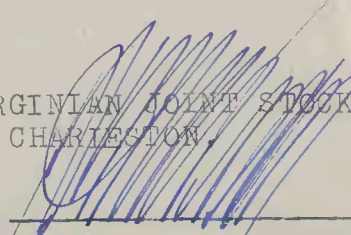
6. Your respondent, Virginian Joint Stock Land Bank of Charleston, a corporation, says that all of the amortization payments provided for in said Deed of Trust and Note have been properly paid, and that the loan is now in good standing and this respondent does not exercise its option, provided in said Deed of Trust, and does not declare the balance due on said note to be now due and payable.

7. Your respondents say that they know nothing of the judgment alleged to have been secured by Swift & Company, against the said J. T. Smith, as alleged in plaintiff's bill of complaint, but call for strict proof thereof. Your respondents deny that said judgment is a lien on said real estate so as to have priority over the said lien of the Virginian Joint Stock Land Bank of Charleston, and they further say that said lien of said Virginian Joint Stock Land

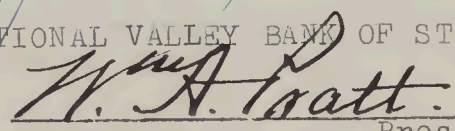
Bank of Charleston, is first and prior lien on said real estate.

IN CONSIDERATION WHEREOF Your respondents pray that if any sale of the real estate hereinbefore described or any part thereof shall be ordered to be made under decree of this court, such sale shall be made subject to the lien of the Deed of Trust whereby said real estate was granted and conveyed to your respondent, National Valley Bank of Staunton, Trustee for Virginian Joint Stock Land Bank of Charleston, to secure said last named respondent in the payment of the note in said Deed of Trust mentioned and described. However, if, on the other hand, this Honorable Court should be of opinion to enter a decree for the sale of said real estate, or any part thereof, free of liens, then your respondents pray that the amount due on said note secured by said Deed of Trust may be decreed to be the first and best lien and be ordered to be paid out of the proceeds of such sale. Your respondents further pray that they may have such other and general relief as the court may see fit to grant.

VIRGINIAN JOINT STOCK LAND BANK
OF CHARLESTON.

By  President.

NATIONAL VALLEY BANK OF STAUNTON,

By  President.

STATE OF WEST VIRGINIA,
COUNTY OF KANAWHA, TO-WIT:

Personally appeared before the undersigned authority,
a Notary Public in and for the County and State aforesaid, J. B.
Madison, President of the Virginian Joint Stock Land Bank of
Charleston, a corporation, one of the respondents in the
foregoing answer, whose name is signed thereto, says that the
facts and allegations in the foregoing answer contained are
true, except as therein stated to be made upon information
and belief and so far as they are therein stated to be made
upon information and belief, he believes them to be true.

Subscribed and sworn to before me this 19th day of
March, 1928.

My commission expires January 2nd 1930

L. S. Donnell
Notary Public.

STATE OF VIRGINIA,
COUNTY OF Augusta TO-WIT:

Personally appeared before the undersigned authority,
a Notary Public in and for the County and State aforesaid,
Wm A. Pratt, President of National Valley Bank of Staunton, a
corporation, Trustee, one of the respondents in the foregoing
answer, whose name is signed thereto, says that the facts and
allegations in the foregoing answer contained are true, except
as therein stated to be made upon information and belief and so
far as they are therein stated to be made upon information
and belief, he believes them to be true.

Subscribed and sworn to before me this 21st day of
March, 1928.

My commission expires September 20th 1930

W B Miller
Notary Public.

Copied

HOLLAND JONES COMPANY,
Incorporated,

VS.

J. T. SMITH, ET ALS.

ANSWER

1928 March 26 filed
J.M.
Cony

MOHLER, PETERS & KELLY
LAWYERS
KANAWHA NATIONAL BANK BUILDING
CHARLESTON, WEST VIRGINIA

Virginia :

In the Circuit Court for the County of Hammond - Oct. 24 Term 1921.

Swift and Company,
a corporation, Plaintiff,

Action of

versus

J. T. Smith and Clyde Chapman Smith
Defendant,

Judgment in favor of the Plaintiff against the Defendants for the

sum of Seven Hundred Twenty six & 50/100 Dollars

\$ 736.50

With interest thereon at the rate of six per centum per annum, from

\$

Dec. 1, 1920 until payment.

Subject to credit, viz.:

And the cost of suit,

\$ 7.50

Total,

\$

A FIERI FACIAS issued from the Clerk's office of said Court on the 24th day of October, 1921, returnable to the J. M. Ruler, Sheriff thereafter, directed to J. A. Rawler, Constable of Hammond County who hath made return thereon in the words and figures following, to-wit:

This judgment was duly docketed in the Clerk's office of the Circuit Court of the County of Hammond on the 24th day of Oct., 1921.

Judgment Docket No. 48 Page 117
J. B. Dunning, Clerk.

Teste:

J. B. Dunning Clerk.
W. S. H. H. H., p.q.

(Over for assignment)

Exhibit "A"

Sept. 8, 1922

This judgment is hereby assigned for value
received to Holland-Jones Co. Inc, without recourse to
us. Swift & Co.

By Harry Britt, Atty, in fact.

Attest. G.E. Brinkley Clerk

By Ruby V. Benton, Atty,

a true & correct copy,
G.E. Brinkley,
Clerk

Swift & Co.
Inc.

vs.

ABSTRACT OF
JUDGMENT

J. C. Smith & Co.
vs.
Holland-Jones Co. Inc.

VIRGINIA,

IN THE CIRCUIT COURT OF NANSEMOND COUNTY

Holland Jones Company, Incorporated

v.

J.T. Smith, Charles McLawhorn, The National Valley Bank of Staunton, Trustee, and The Shenandoah Valley Joint Stock and Land Bank of Staunton, and D. T. McLawhorn

TO THE HONORABLE JAMES L. McLEMORE, JUDGE:

Your complainant, Holland Jones Company, Incorporated, respectfully represents:

1st. That on the 24th day of October, 1921, Swift & Company, a corporation recovered in the Clerk's Office of the Circuit Court of Nansemond County, a judgment against J. T. Smith for the sum of Seven Hundred Thirty-six Dollars and Fifty Cents (\$736.50), with interest thereon from the 1st day of December, 1920, until paid, also the sum of Seventy-three Dollars and Sixty-five Cents (\$73.65) for cost of collection or attorney's fee, and the sum of Seven Dollars and Fifty-five Cents (\$7.55) court cost, and that the said judgment was duly docketed in the said Clerk's Office of the said court on the 24th day of October, 1921, and abstract of which judgment is herewith filed, marked Exhibit "A", and made a part of this bill; and

2nd. That the said judgment was duly assigned for value by Swift & Company to Holland Jones Company, Incorporated, on the 8th day of September, 1922, which will appear from a certified copy of the assignment on the back of the said abstract of judgment, and is by reference made a part hereof; and

3rd. That a writ of fieri facias was issued upon the said judgment on the 24th day of October, 1921, directed to

J. R. Rawles, Constable of said county, returnable to the 1st January (1922) rules, and was placed in the hands of the said Constable to be executed, but returned same to the Clerk's Office with his return "No effects"; and,

4th. That by deed of bargain and sale, dated February 21, 1923, recorded in Deed Book 100, page 561, on the 7th day of March, 1923, in the Clerk's Office of the Circuit Court of Nansemond County, Susie E. Bell and Charles Deems Bell, her husband, conveyed to J. T. Smith and D. T. McLawhorn, the following property, to-wit:

"All that certain piece, parcel or tract of land, containing Three Hundred (300) Acres, more or less, situate, lying, and being on the Concrete Highway about Eight (8) miles from the City of Suffolk, in Holy Neck District, County of Nansemond and in the State of Virginia, and being bounded as follows: All that certain tract of land known as the Hodges Farm, and bounded on the North by the estate of J. W. Ballard and others; on the West by the lands of J.K.P. Daughtrey and others, and on the South and East by the lands of Frank Wright and others."

5th. That J. T. Smith and Clyde C. Smith, his wife, and D. T. McLawhorn, conveyed the above described property to the National Valley Bank of Staunton, Trustee for the Shenandoah Valley Joint Stock Land Bank of Staunton, by a certain deed of trust dated July 5, 1923, and recorded on August 2, 1923, in Deed Book 99, page 503, in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, to secure the payment of the sum of \$4500.00; and

6th. That J. T. Smith and Clyde C. Smith, his wife, conveyed the one-half undivided interest of J. T. Smith in the above property to S. E. Everett, Trustee for Charles McLawhorn, by a certain deed of trust dated August 1, 1923, and recorded on the 2nd day of August, 1923, in Deed Book 99, page 507, in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, to secure the payment of the sum of Four Thousand, One Hundred and Eighty-two Dollars (\$4182.00) to Charles McLawhorn, and that the aforesaid deed of trust was

foreclosed as shown by a certain deed of bargain and sale from S.E.Everett, Trustee, to Charles McLawhorn dated September 24, 1927, and recorded on October 14, 1927, in Deed Book 114, page 280; and,

7th. That the lien created by virtue of the said judgment of Holland Jones Company, Incorporated, assignee of Swift & Company, a corporation, is the first and prior lien on the one-half undivided interest in the above described property formerly owned by the said J. T. Smith; and

8th. That the rents and profits from the one-half undivided interest formerly owned by the said J. T. Smith in the above described real estate will not satisfy the said judgment in five years:

In consideration whereof and for as much as your complainant is remediless in the premises, save in a court of equity, your complainant prays that the said J.T.Smith, Charles McLawhorn, The National Valley Bank of Staunton, Trustee, and The Shenandoah Valley Joint Stock and Land Bank of Staunton, and D. T. McLawhorn, may be made parties defendant to this bill, and required, but not under oath, to answer the same, oath being hereby waived; that all proper orders and decrees may be made, inquiries directed and accounts taken; that partition of the said tract of land may be made and decreed, preferably by a sale of the whole thereof and division of the proceeds of the sale amongst the owners according to their interest, after paying the judgment in favor of your complainant against the one-half undivided interest formerly owned by J. T. Smith in the said property; that in case the Court should decree a sale of the said property in order to effect a partition thereof, the said offer of purchase be accepted; that if it shall appear that the rents and profits of the one-half undivided interest formerly owned by J.T.Smith in the above described property

will not satisfy the said judgment in five years, that the said one-half undivided interest, or so much thereof as may be necessary, be sold to satisfy the said judgment; that if the rents and profits from the one-half undivided interest formerly owned by the said J. T. Smith in the above described property will satisfy the said judgment in five years, that the said tract of land be partitioned and that one-half of the said tract of land be rented out, and the rents and profits therefrom be applied to the said judgment until the same is fully satisfied; and that your complainant may have such other further and general relief in the premises as the nature of its case shall require or to equity shall seem meet.

HOLLAND JONES COMPANY, INCORPORATED

By

Holland and Woodward
Counsel.

Holland & Woodward, p. q.

Copied
Carpanel

HOLLAND JONES COMPANY, INC.

v.

J. T. SMITH ET ALS

BILL

Filed Nov. 21, 1937

W. S. Holland
Clk

HOLLAND & WOODWARD
WILLIAM S. HOLLAND
ATTORNEY AT LAW
SUFFOLK, VIRGINIA