

1931- 008
Nansemond Co (Suffolk) Chancery Causes: E. B Rawles vs Clyde Evans et al

Harrell, Bunch, Dudley, Knight, Rountree, Brothers, Duke, Brinkley, Hayes,
Hunter

19

Dollars

100

G. B. Howard

To Jimmie Freeman

Date Mar 17. 1912

For interest

Amount \$10.40

To Earnest Wilkins

Date Jan 28th 1913

For cart & wheels

Amount \$19.40

To Lucy Mason

Date Feb 11 1914

For interest

Amount 18 dollars

To

Larry Brown

Date

Feb 11, 1914

For

interest

Amount

12 dollars

To_____

Date_____

For_____

Amount_____

To_____

Date_____

For_____

Amount_____

To Joe Brown

Date Oct-13, 1914

For interest-

Amount \$ 1,000.00

To Lucy Eason

Date Dec 9 1914

For bond

Amount 3.00

To

To James H. ...

Date _____

Date June 17, 1906

For

For interest-

Amount

Amount 10.40

To James F. Fennell

Date Aug 20, 1915

For interest

Amount \$7.60

To Joe Brown

Date Oct-13th
1915

For interest-

Amount \$10.00

To

Lucy Eason

Date

Apr 23 1900

For

interest -
on \$300.00

Amount

\$16.40

To Jac Brown

Date Oct 24, 1917

For Baby's care

Amount \$30.00

To Joe Brown

Date Oct 13, 1907

For interest

Amount \$10.00

To C. W. Rountree

Date Feb 13. 1918

For on note

Amount 75.00

To

Joe Brown

Date

Oct 13, 1918

For

interest

Amount

\$10.00

To Joe Brown

Date April 14, 1905

For Interest

Amount \$4.40

To_____

Date_____

For_____

Amount_____

To Haywood Ranch

Date May 3 1919

For asin, & interest

Amount \$1136.67

To J. J. Arnold

Date Dec 20 1919

For Interest

Amount \$20.00

To_____

Date_____

For_____

Amount_____

To Joe ^A Brown

Date March 6 1921

For interest

Amount \$48.00

To Joe H Brown

Date Jan 10th 1921

For interest

Amount \$6.00

To Riddick Bros

Date May 9th 1922

For interest and
premium

Amount \$37.50
100

To Noah Hayes

Date Jan 11. 1922

For interest
on bond

Amount \$30.00

To Noah Hayes

Date Jan 11, 1923

For interest
on bond

Amount \$30.00

To Frank Hayes

Date Jan 11, 1923

For Principal
on bond

Amount 250.00

To

Ruddick Bros

Date

May 9, 1924

For

interest
on bond

Amount

22.50

To Willis Brown

Date Feb. 4, 1923

For interest

Amount \$24.⁰⁰

To L.A. Rogers

Date Nov. 24, 1923

For Picking stock peas

Amount 5.80

To

Date

For

Amount

To Tom Jones

Date Dec 5, 1923

For on bond

Amount ^{\$}100.00

To J. H. Brown

Date Mar 6, 1923

For interest

Amount \$48.00

To L. H. Brown

Date Dec. 7, 1923

For on bond
and interest

Amount \$106.00

To J. F. Aswell

Date Dec. 20, 1923

For interest
on bond

Amount 120.00

To Young House

Date Jan 14 1924

For interest

Amount \$ 5.00

To Reddick Barnes

Date May 9. 1924

For interest

Amount \$22.50

To Walter Brown

Date Feb 4, 1924

For interest

Amount 24.00

To Mr. B. Branton

Date June 11, 1924

For interest

Amount \$168.90

To Junious Tru

Date Mar 17, 1924

For interest

Amount 10.40

To J. J. Asmus

Date Dec 20 1924

For interest

Amount 120.00

To Loak Hager

Date Jan 11, 1925

For interest
on bond

Amount 15-00

To Fiddick Barnes

Date May 9, 1925

For interest

Amount 22. ⁵⁰/₁₀₀

To Willis Brown

Date Feb 4, 1928

For Interest

Amount 24.00

To

Jac Skinner

Date

Mar 5, 1925

For

Principal
100.00

Amount

40.00

To W. P. Brinkley

Date Mar 5 1925

For interest
on note

Amount 6.100

To Mr. B. Branton

Date Jan 11. 1925

For interest

Amount \$144.00

To Joe Skinner

Date Dec. 3, 1920

For on note

Amount 62.70

To J. H. Brown

Date Dec. 4, 1925

For ond bond
and interest,

Amount 138.00

To Noah Hayes

Date Jan 11, 1926

For Interest

Amount 15.00

Exhibit 1

To Fredrick Barrio

DATE May 9 19 26

AMT. \$ 42.50

TO Triller's Room

DATE 19

AMT. \$

TO William Benson

DATE Feb 4 19 26

AMT. \$ 24.00

TO Roah Hayes

DATE Jan 11 19 27

AMT. \$ 15.00

TO J. T. Aswell

DATE Dec 20 1926

AMT. \$ 120.00

TO Fidelisk Barnes

DATE May 9 1927

AMT. \$ 22.50

TO Willie Brunkley

DATE Jan 11 1927

AMT. \$ 3 9 0

TO Willie Brown

DATE Feb. 4 19 27

AMT. \$ 32.00

TO Frank Meyer

DATE Jan 11 19 28

AMT. \$ 27.00

TO Michael's Brewery

DATE Feb 25 19 28

AMT. \$ 16.00

TO

DATE

AMT. \$

1928

TO Willie Runkley

DATE March 11 1928

AMT. \$ 45.50

To

DATE _____

AMT. \$

TO

Fannie B. B. B.

DATE

June 16, 1928

AMT. \$

15.00

TO J H Brown

DATE mar 6 19 29

AMT. \$ 32.00

TO Phil Brinkley

DATE July 28 19 28

AMT. \$ 10.00

TO Heller's Bros

DATE Aug 13 1928

AMT. \$ 25.00

TO Willie Bandy

DATE Sept 29 1928

AMT. \$ 10.00

To C P Evans

DATE Oct 14 1928

AMT. \$ 32,33

To C. L. Givens

DATE Oct 14 1919

AMT. \$ 50.00

To

Will. B. B. B.

DATE

Oct 13 1928

AMT. \$

10.00

TO Mrs J. C. Parker

DATE Oct 22 19 28

AMT. \$ 16.10

To

DATE 19

AMT. \$

To.....

DATE.....19

AMT. \$.....

\$ 286.72

Received from

Edw. L. Lumsden

for

Wm. L.

No.

July 31 1924

To J. A. Parker

For Auto

	DOLLARS	CENTS
BAL. BRO'T FOR'D		
AMT DEPOSITED		
TOTAL		
AMT THIS CHECK	11000	00
BAL. CAR'D FOR'D		

No. _____

Aug 2 1924

To E. Hutton

For Lane

	DOLLARS	CENTS
BAL. BRO'T FOR'D		
AMT DEPOSITED		
TOTAL	63	53
AM'T THIS CHECK		
BAL. CAR'D FOR'D		

No. _____

_____ 192_____

To _____

For _____

	DOLLARS	CENTS
BAL. BRO'T FOR'D		
AM'T DEPOSITED		
TOTAL		
AM'T THIS CHECK		
BAL. CAR'D FOR'D		

No. _____

Nov 19 1924

To New York Life
Insurance Co
For Premiums

	DOLLARS	CENTS
BAL. BRO'T FOR'D		
AM'T DEPOSITED		
TOTAL		
AM'T THIS CHECK	64	44
BAL. CAR'D FOR'D		

No. _____

Jan 8 1925

To E.L. Cure

For Truck

	DOLLARS	CENTS
BAL. BRO'T FOR'D		
AM'T DEPOSITED		
TOTAL	50	00
AM'T THIS CHECK		
BAL. CAR'D FOR'D		

No. _____

Dec 3 192*4*

To *Elliot-Moto Co*

For *Truck*

	DOLLARS	CENTS
BAL. BRO'T FOR'D		
AM'T DEPOSITED		
TOTAL		
AM'T THIS CHECK	<i>400</i>	<i>90</i>
BAL. CAR'D FOR'D		

No. _____

Mar 20 1925

To Frank Hurll

For _____

	DOLLARS	CENTS
BAL. BRO'T FOR'D		
AM'T DEPOSITED		
TOTAL		
AM'T THIS CHECK	125	00
BAL. CAR'D FOR'D		

No. _____

Mar 28 1925

To F. E. Parker

For saving lumber

	DOLLARS	CENTS
BAL. BRO'T FOR'D		
AM'T DEPOSITED		
TOTAL		
AM'T THIS CHECK	22	70
BAL. CAR'D FOR'D		

No. _____

_____ 192

To H. V. Wright

For Soda

	DOLLARS	CENTS
BAL. BRO'T FOR'D		
AM'T DEPOSITED		
TOTAL	56	50
AM'T THIS CHECK		
BAL. CAR'D FOR'D		

No. _____

April 4 1925

To Frank A

For Guard

BAL. BRO'T FOR'D

AM'T DEPOSITED

TOTAL

AM'T THIS CHECK

BAL. CAR'D FOR'D

DOLLARS	CENTS
99	25

No. _____

_____ 192_____

To _____

For _____

	DOLLARS	CENTS
BAL. BRO'T FOR'D		
AM'T DEPOSITED		
TOTAL		
AM'T THIS CHECK		
BAL. CAR'D FOR'D		

No. _____

_____ *192* _____

To _____

For _____

	DOLLARS	CENTS
BAL. BRO'T FOR'D		
AM'T DEPOSITED		
TOTAL		
AM'T THIS CHECK		
BAL. CAR'D FOR'D		

No. _____

_____ 192_____

To _____

For _____

	DOLLARS	CENTS
BAL. BRO'T FOR'D		
AM'T DEPOSITED		
TOTAL		
AM'T THIS CHECK		
BAL. CAR'D FOR'D		

No.

July 2 1921

To C. S. Evans

For ~~cash~~ note

	DOLLARS	CENTS
BAL. BRO'T FOR'D		
AM'T DEPOSITED		
TOTAL	99	00
AM'T THIS CHECK		
BAL. CAR'D FOR'D		

No. _____

_____ 192_____

To _____

For _____

	DOLLARS	CENTS
BAL. BRO'T FOR'D		
AM'T DEPOSITED		
TOTAL		
AM'T THIS CHECK		
BAL. CAR'D FOR'D		

No. _____

_____ 192 _____

To _____

For _____

	DOLLARS	CENTS
BAL. BRO'T FOR'D		
AM'T DEPOSITED		
TOTAL		
AM'T THIS CHECK		
BAL. CAR'D FOR'D		

No. _____

_____ 192_____

To _____

For _____

	DOLLARS	CENTS
BAL. BRO'T FOR'D		
AM'T DEPOSITED		
TOTAL		
AM'T THIS CHECK		
BAL. CAR'D FOR'D		

No. _____

_____ 192_____

To _____

For _____

	DOLLARS	CENTS
BAL. BRO'T FOR'D		
AM'T DEPOSITED		
TOTAL		
AM'T THIS CHECK		
BAL. CAR'D FOR'D		

No. _____

Oct 10 1926

To L. H. Hull

For Church

	DOLLARS	CENTS
BAL. BRO'T FOR'D		
AM'T DEPOSITED		
TOTAL		
AM'T THIS CHECK	<u>100</u>	<u>00</u>
BAL. CAR'D FOR'D		

No. _____

Jan 5 1927

To Dr Hunter

For Medical
service

DOLLARS	CENTS
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BAL. BRO'T FOR'O

AM'T DEPOSITED

TOTAL

AM'T THIS CHECK

BAL CAR'D FOR'D

22	vv
----	----

No. _____

Jan 11 192

To Noah Hines

For bond

	DOLLARS	CENTS
BAL. BRO'T FOR'D		
AM'T DEPOSITED		
TOTAL		
AM'T THIS CHECK	200	00
BAL. CAR'D FOR'D		

John

pp. 98

No. *John* 15-
to *McKee* 1921

To _____

For *coal*

	DOLLARS	CENTS
BAL. BRO'T FOR'D		
AMT DEPOSITED		
TOTAL		
AM'T THIS CHECK	<i>39.</i>	<i>98</i>
BAL. CAR'D FOR'D		

No. _____

_____ 192_____

To _____

For _____

	DOLLARS	CENTS
BAL. BRO'T FOR'D		
AM'T DEPOSITED		
TOTAL		
AM'T THIS CHECK		
BAL. CAR'D FOR'D		

No. _____

_____ 192 _____

To _____

For _____

	DOLLARS	CENTS
BAL. BRO'T FOR'D		
AM'T DEPOSITED		
TOTAL		
AM'T THIS CHECK		
BAL. CAR'D FOR'D		

3 14 D
2 4 7



**AMERICAN
HANDY MONEY RECEIPTS
No. 4528**

DATE Jan 11 29

TO George Haynes

FOR Industrial

AMT. \$27.00

Canceled

DATE Feb 4 1929

TO ~~William Brown~~

FOR ~~undivided part~~

AMT. 18.00

DATE Mar 6, 1929

TO Orin Eason

FOR Bond of Trade

8 days

AMT 46.61, 25

DATE April 29th

TO C. F. Roentree

FOR Joe Morris store ac.

AMT. \$128.35

DATE Feb 4 1929

TO Willie Brown

FOR indirect

AMT. 30.00

DATE _____

TO _____

FOR _____

AMT. _____

\$ _____ 19 _____

Received of _____

_____ 100 *Dollars*

**REMAINING
PAGES IN
VOLUME ARE
BLANK AND
HAVE NOT
BEEN
REFORMATTED**



STATEMENT OF ACCOUNT

Delilah Harrell

with

C. S. Evans.

Principal, Feb. 21, 1924, first deed of trust \$2500.00

Interest on \$2500.00 from Feb. 21, 1924, to
March 28, 1925 - 1 yr., 1 mo., 7 days. 165.42
\$2665.42

Evans check dated March 27, 1925, for
\$1200.00 applied:

(Interest to Mar. 28, 1925,
(foregoing charged 165.42
(\$2500.00

(Principal credit March 27,
(1925, to April 4, 1925 1034.38
(\$1465.62

Interest on \$1465.62, Mar. 27, 1925 to
April 4, 1925 - 7 days. 1.71
\$1467.33

Paid April 4, 1925 457.00
\$1010.33

\$1010.33 } Interest on \$1008.62 from April 4, 1925, to
1.71 Int } Jan. 11, 1926, date of new deed of trust -
\$1008.62 } 9 mo. 7 days

46.54
\$1056.87

Note for \$40.00 dated June 23, 1924 and
interest to Jan. 11, 1926, date new deed
of trust - 1 yr., 6 mos., 19 days 43.73

Note for \$200.00 dated May 18, 1925, and
interest to Jan. 11, 1926, date new deed
of trust - 7 mos. 24 days 207.80

Note for \$100.00 dated July 2, 1925, and
interest to Jan. 11, 1926, date new deed
of trust, 6 mos. 9 days 103.15
\$1411.55

January 11, 1926, advanced on new deed of
trust 841.79
\$2253.34

Interest on \$2253.36 from Jan. 11, 1926,
date of new deed of trust to Jan. 4, 1929,
date of check from Mr. Godwin - 2 yrs.,
11 mos., and 23 days. 402.92
\$2656.26

Jan. 4, 1929 - paid by Mr. Godwin, 1692.50
\$ 963.76

STATEMENT OF ACCOUNT

Delilah Harrell

with

C. S. Evans.

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(foregoing charged 165.42
(\$2500.00(Principal credit March 27,
(1925, to April 4, 1925 1034.38
(\$1465.62Interest on \$1465.62, Mar. 27, 1925 to
April 4, 1925 - 7 days. 1.71
\$1467.33Paid April 4, 1925 457.00
\$1010.33

\$1010.33

1.71 Int

\$1008.62

Interest on \$1008.62 from April 4, 1925, to
Jan. 11, 1926, date of new deed of trust -
9 mo. 7 days 46.54
\$1055.87Note for \$40.00 dated June 23, 1924 and
interest to Jan. 11, 1926, date new deed
of trust - 1 yr., 6 mos., 19 days 45.73Note for \$200.00 dated May 18, 1925, and
interest to Jan. 11, 1926, date new deed
of trust - 7 mos. 24 days 207.80Note for \$100.00 dated July 2, 1925, and
interest to Jan. 11, 1926, date new deed
of trust, 6 mos. 9 days 103.15
\$1411.55January 11, 1926, advanced on new deed of
trust 841.79
\$2253.34Interest on \$2253.36 from Jan. 11, 1926,
date of new deed of trust to Mar. 4, 1929,
date of check from Mr. Godwin - 3 yrs.,
1 mo., and 21 days. 425.45
\$2678.79

Jan. 4, 1929 - paid by Mr. Godwin 1692.50

\$ 986.29

Is the receipt in question dated December 2nd.
1926 for the sum of \$885.⁰⁰ genuine; in
other words, was the \$885.⁰⁰ paid to Mrs.
Delilah Harrell as therein stated?

Answer:-

Yes
P. A. Jones ⁱⁿ ~~Harrell~~ ^{Harrell}

Date 5/24/28 **DIXIE GUANO CO., Inc.**

Terms Dec. Suffolk, Virginia

Sold to Mrs. G. B. Harrell, Shipped C. S. Evans,

P. O. Cypress Chapel, Va. Shipping Point _____

Via _____ Car _____ No. _____ Delivered to J.H.Parker's truck

Binder Folio

Date Billed

Ledger Folio

Bags	Brands	Ammo.	A. P.A.	Pot.	Weight	Price	
4	Nitrate of Soda	18				65.00	26.00
30	Tobacco Guano	3	8	3		28.80	86.40
25	Guano	3	8	3		27.70	69.25
							181.65

Exhibit No 2

Received \$60.00

on within act

Miss L. B. Harrell

within act. paid
in full

G. A. HARRIS, ATTY., SUFFOLK, VA.

\$ 2250.00 On Demand, We promise to pay unto
Mrs. Delila R. Harrell, her Heirs, Executors, Administrators or
Assigns, the just and full sum of TWENTY TWO HUNDRED AND FIFTY - - DOLLARS,
current money of the United States, for value received, with interest from date, payable
annually; for the payment of which we bind our selves, our
Heirs, Executors and Administrators firmly by these presents; and we hereby waive the
benefit of our exemption as to this debt obligation or contract.

As witness our hands and seals this 11th day of January
in the year of our Lord one thousand nine hundred and twenty-six
This Bond is secured by Deed of Trust on Real
Estate in Nansemond
County, Virginia

Frank Harrell

Trustee.

WITNESS

NANSEMOND COUNTY
CLERK'S OFFICE
PAID IN FULL

[Handwritten signature]



3/11/29

For value and without
recourse, I hereby assign
the within bond to

C. B. Goddard & Co.

Mr. Meliah R. Howell
by G. H. Perry
Sincerely

\$ 40. ⁰⁰/₁₀₀

Suffolk, Va. June 23 1924

On demand ~~days after date~~ we promise to pay to the order of
Delilah Harrell of negotiable and payable without offset with
costs of collection at the

AMERICAN BANK & TRUST CO. OF SUFFOLK, VIRGINIA,

AT ITS BANKING OFFICE IN SUFFOLK, VIRGINIA

forty

Dollars

for value received; and we, the maker or makers, endorser or endorsers, hereby waive the benefit of our Homestead and Personal Property Exemptions as to this debt. And we hereby agree to continue and remain bound for the payment of this note and all interest thereon, notwithstanding any extension of time granted to the principal, and notwithstanding any failure or omission to protest this note for non-payment or to give notice of non-payment or dishonor or protest or to make presentment or demand for payment, hereby expressly waiving any protest and any and all notice of any extension of time or non-payment or dishonor or protest in any form, or any presentment, or any other notice whatsoever.

James D. Evans
James D. Evans
James D. Evans

James D. Evans
James D. Evans
James D. Evans

No. _____

DUE

P.O. Witness C.W. Bennett



SUFFOLK, VA., 2-12 1927 No.

AMERICAN BANK & TRUST CO. 68-125

of SUFFOLK, VA.

PAY
TO
THE
ORDER
OF

R. L. Gaskins

\$ 125.⁰⁰

One Hundred twenty five

DOLLARS

FOR

F. E. Harrell

R. L. Gaskins





SUFFOLK, VA.

July 2, 1925 No.

AMERICAN BANK & TRUST CO. 68-125
of SUFFOLK, VA.

PAY
TO
THE
ORDER
OF

C. S. Egan

\$ 99.00

Twenty nine

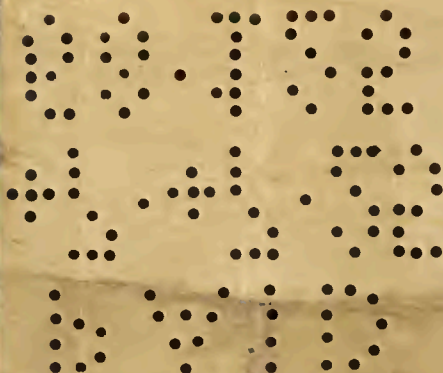
80
100 DOLLARS

FOR

500

Lila Harrell

C. A. Evans.





SUFFOLK, VA,

192 *6* No. *6*

AMERICAN BANK & TRUST CO. 68-125

of SUFFOLK, VA

PAY
TO
THE
ORDER
OF

C. S. Evans

\$ *100.00*

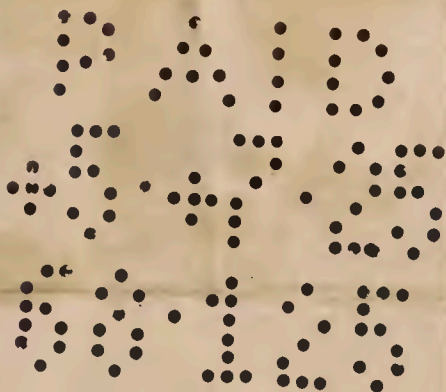
One Hundred

DOLLARS

FOR

F. E. Harrell

C. S. Ennis



\$100 ⁰⁰

Suffolk, Va. July 2 1925

On demand ~~days after date~~ we promise to pay to the order of
Mrs. S. B. Harrell negotiable and payable without offset with
costs of collection at the

AMERICAN BANK & TRUST CO. OF SUFFOLK, VIRGINIA,

AT ITS BANKING OFFICE IN SUFFOLK, VIRGINIA

One hundred and 20 Dollars

for value received; and we, the maker or makers, endorser or endorsers, hereby waive the benefit of our Homestead and Personal Property Exemptions as to this debt. And we hereby agree to continue and remain bound for the payment of this note and all interest thereon, notwithstanding any extension of time granted to the principal, and notwithstanding any failure or omission to protest this note for non-payment, or to give notice of non-payment or dishonor or protest or to make presentment or demand for payment, hereby expressly waiving any protest and any and all notice of any extension of time or of non-payment or dishonor or protest in any form, or any presentment, or any other notice whatsoever.

No. _____

DUE _____

P.O. _____

2250.00

1408.21

841.79

Dec 10 1879. Received of
C. S. Evans \$181.65 full
payment on account
from Mrs J. B. Harrell
By F. C. Harrell

Cashbook No 3

Transfer
from Delila Harrell
to C. I. Evans
Amount of deed
of Trust \$150.00
And interest from
Jan 1st 1881 date

\$200 ⁰⁰/₁₀₀

Suffolk, Va. May 18 1925

On demand ~~days after date~~ We promise to pay to the order of
Frank E. Harrell ~~negotiable and payable without offset with~~
costs of collection at the

AMERICAN BANK & TRUST CO. OF SUFFOLK, VIRGINIA,

AT ITS BANKING OFFICE IN SUFFOLK, VIRGINIA

Two Hundred ~~and no/100~~ Dollars

for value received; and we, the maker or makers, endorser or endorsers, hereby waive the benefit of our Homestead and Personal Property Exemptions as to this debt. And we hereby agree to continue and remain bound for the payment of this note and all interest thereon, notwithstanding any extension of time granted to the principal, and notwithstanding any failure or omission to protest this note for non-payment or to give notice of non-payment or dishonor or protest or to make presentment or demand for payment, hereby expressly waiving any protest and any and all notice of any extension of time or of non-payment or dishonor or protest in any form, or any presentment, or any other notice whatsoever.

No. 1000

DUE 1000

P.O. 1000

Witness Mrs. G. B. Harrell

C. S. Evans
Ruth L. Evans



SUFFOLK, VA.

May 18 1925 No.

AMERICAN BANK & TRUST CO. 68-125

of SUFFOLK, VA.

PAY
TO
THE
ORDER
OF

C. S. Evans

\$ 100.00

one hundred

DOLLARS

FOR

F. E. Harrell

L^d S Evans

PAID
- 49 10 25
60 12 5

No. 1024 SUFFOLK, VA. Mar. 27 1925

AMERICAN BANK & TRUST CO.
OF SUFFOLK, VA.

PAY TO THE
ORDER OF

Mrs. J. B. Hanell

\$1200.00

Twelve Hundred

DOLLARS

Payment on Bond

C. S. Evans

SAFE DEPOSIT BOXES
FOR RENT

No. _____

Copys

SUFFOLK, VA.

April 4 192*5*

AMERICAN BANK & TRUST CO.

OF SUFFOLK, VA.

PAY TO THE
ORDER OF

Mrs. G. B. Hamell

\$ *457.⁰⁰*

Four Hundred Fifty Seven

DOLLARS

Payment on Bond.

C. S. Evans



SUFFOLK, VA.,

April 4 192 *6* No.

AMERICAN BANK & TRUST CO. 68-125

of SUFFOLK, VA

PAY
TO
THE
ORDER
OF

Mrs L. B. Farrell \$ *457.00*

Four Hundred Fifty Seven and 00/100 DOLLARS

FOR *Payment on Bond*

L. B. Farrell

Mrs. S. B. Harrell
Frank E. Harrell





SUFFOLK, VA.

Mar 27 1925 No.

AMERICAN BANK & TRUST CO. 68-125

of SUFFOLK, VA

PAY
TO
THE
ORDER
OF

Mrs. L. B. Harrell \$1200.00

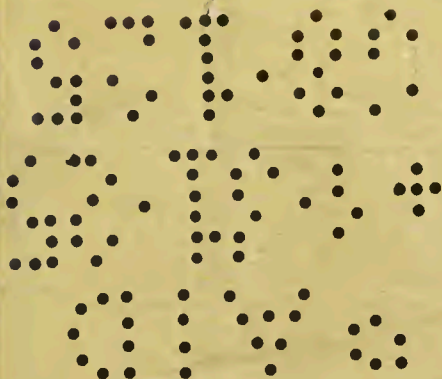
Twelve Hundred — DOLLARS

FOR

Payment on Bond

J. H. Evans

Mrs. G. B. Harrell
Frank E. Harrell





SUFFOLK, VA., *June 23*, 19*24* No. _____

AMERICAN BANK & TRUST CO. 68-125
of SUFFOLK, VA.

PAY TO THE ORDER OF

C. S. Evans

\$ *30.00*

Thirty

00

DOLLARS

Mrs. S. B. Harrell,

C. L. L. L. L.

10345
2410

Know All Men by These Presents, That we,

C. S. Evans
Ruth L. Evans, Wallace Brinkley
and C. S. Evans

are held and firmly bound unto the COMMONWEALTH OF VIRGINIA in the just and full sum of Twenty five Dollars to the payment whereof, well and truly to be made to the Commonwealth of Virginia, we bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

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

Sealed with our seals, and dated this 17th day of July in the year of our Lord one thousand nine hundred and nineteen, and in the year of the Commonwealth.

In Testimony Whereof, the said has hereto set his hand and seal, and the said

..... has caused its corporate name to be hereto signed and its corporate seal to be hereto affixed, this day of in the year of our Lord one thousand nine hundred and, and in the year of the Commonwealth.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound C. S. Evans shall pay all costs and damages

that may be awarded against him in the Chancery
case of V. E. B. Rader v. Clyde S. Evans, Ruth L.
Evans and Delilah L. Harrell pending in
Nansemond Circuit Court then this
obligation to be void else to remain in full
force and virtue.

C. S. Evans (Seal)
Wallace Brinkley (Seal)
C. S. Evans (Seal)
Ruth L. Evans (Seal)
..... (Seal)

VIRGINIA:

In the Clerk's Office of the Circuit Court of the County of Nansemond, on the 17th day of July, 1929....

The above bond was executed and acknowledged before me by the obligors to the same (the securit justifying), and ordered to be recorded.

Teste:

Lucas P. Ponce Clerk

To {

The Commonwealth

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF NANSEMOND COUNTY—Greeting:

YOU ARE HEREBY COMMANDED TO SUMMONS

L. C. Bramley

to appear before the Judge of the County Court of Nansemond County, at the Courthouse of Said County, on the 12 day of Nov, 1916, 10 A. M., to testify and the truth to say on behalf of the Plaintiff, Defendant, in a certain matter of controversy in our said Court depending and undetermined between Ed Rawles

and Wyle Evans & als, Plaintiff, and Wyle Evans & als defendant.

And this the witness..... shall in no wise omit, under the penalty of \$100 each. And have then and there this summons.

Witness, PAUL J. POWELL, Clerk of our said Court, at his office, this Nov day of Nov, 1916, in the 16 year of the Commonwealth.

Paul Powell, Clerk
By..... D. C.

A COPY FOR

L. C. Brinkley
Corapeake 13

.....

L. C. Brinkley

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF NANSEMOND COUNTY—Greeting:

YOU ARE HEREBY COMMANDED TO SUMMONS

Wick Aswell

to appear before the Judge of the County Court of Nansemond County, at the Courthouse of Said County, on the *12th* day of *Mar* 19*29* ~~10~~ A. M. to testify and the truth to say on behalf of the Plaintiff/Defendant, in a certain matter of controversy in our said Court depending and undetermined between *J. B. Rawles*

Glyde Evans et al, Plaintiff,
and *Glyde Evans et al* defendant,

And this the witness..... shall in no wise omit, under the penalty of \$100 each. And have then and there this summons.

Witness, PAUL J. POWELL, Clerk of our said Court, at his office, this *12* day of *Nov* 19*29*, in the *1544* year of the Commonwealth.

Paul J. Powell, Clerk
By _____ D. C.

A COPY FOR

Original

Presented in Person

J. C. Taylor

gaffern

Piland Printing Co., Suffolk, Va.

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF NANSEMOND COUNTY—Greeting:

YOU ARE HEREBY COMMANDED TO SUMMONS

*W. L. Brinkley, Roy
Brinkley, Whit Brinkley, Mrs J. C. Parker, E. E. Jones
and A. H. Harpore / Oscar Brinkley, Rountree
Clifton Brinkley*

to appear before the Judge of the County Court of Nansemond County, at the Courthouse of Said County, on
the 17th day of July 1929 10 A. M., to testify and the truth to say on be-
half of the ~~Plaintiff~~, Defendant, in a certain matter of controversy in our said Court depending and undeter-
mined between E. B. Raulson

....., Plaintiff.....
and Clayde A. Evans et al..... defendant.....

And this the witness..... shall in no wise omit, under the penalty of \$100 each. And have then and there this
summons.

Witness, PAUL J. POWELL, Clerk of our said Court, at his office, this 15 day of July
1929, in the 154th year of the Commonwealth.

Paul J. Powell....., Clerk
By M. K. Lardner..... D. C.

A COPY FOR

Original

Excelsior E. B. Rawls & Co.

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF NANSEMOND COUNTY—Greeting:

YOU ARE HEREBY COMMANDED TO SUMMONS

E. E. Jones and

A. H. Hargrave

to appear before the Judge of the County Court of Nansemond County, at the Courthouse of Said County, on the 12 day of Nov., 1929, 10 A. M., to testify and the truth to say on behalf of the Plaintiff, Defendant, in a certain matter of controversy in our said Court depending and undetermined between

E. B. Pawley

, Plaintiff,

and

Clyde S. Evans et al

defendant,

And this the witness..... shall in no wise omit, under the penalty of \$100 each. And have then and there this summons.

Witness, PAUL J. POWELL, Clerk of our said Court, at his office, this 9 day of Nov., 1929, in the 154 year of the Commonwealth.

Paul J. Powell

Clerk

By

Olivera Whitehurst

D. C.

A COPY FOR

Original

Excluded

11/11/29

E. B. Pauls
Stung

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF NANSEMOND COUNTY—Greeting:

YOU ARE HEREBY COMMANDED TO SUMMONS *Clarence Bunch, Hugh
Dudley, H. F. Knight, Clinton Rountree, N. B.
Brathers, Henry Brathers, Edward Jones, David
Duke, Barnes Brinkley, Dr. H. W. Hunter, R. E. Brathers, Noah Hayes,
Hayward Bunch, C. F. Rountree, and L. R. Brinkley*
to appear before the Judge of the County Court of Nansemond County, at the Courthouse of Said County, on
the 12 day of Nov., 1929, 10 A. M., to testify and the truth to say on be-
half of the ~~Plaintiff~~, Defendant, in a certain matter of controversy in our said Court depending and undeter-
mined between

E. B. Rawles, Plaintiff,
and Clyde B. Evans et al, defendant,

And this the witness shall in no wise omit, under the penalty of \$100 each. And have then and there this
summons.

Witness, PAUL J. POWELL, Clerk of our said Court, at his office, this 7 day of Nov.
1929, in the 154 year of the Commonwealth.

Paul J. Powell, Clerk
By Alvira Whitehurst D. C.

~~A COPY FOR~~

Original

Executed

11/11/29

E B Hawley

Shuff

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF NANSEMOND COUNTY—Greeting:

YOU ARE HEREBY COMMANDED TO SUMMONS

*H. I. Brinkley, Jesse
Brinkley, J. E. Parker, J. Q. Parker, J. C. Butler,
R. R. Parker, Wallace Brinkley, R. B. Hill,
O. R. : Jayner, H. W. Churn, C. E. Hargrave*

to appear before the Judge of the County Court of Nansemond County, at the Courthouse of Said County, on
the *12* day of *Nov.* 19*29*, 10 A. M., to testify and the truth to say on be-
half of the Plaintiff, Defendant, in a certain matter of controversy in our said Court depending and undeter-
mined between

E. B. Rawles, Plaintiff,
and

Clyde L. Evans, defendant.

And this the witness shall in no wise omit, under the penalty of \$100 each. And have then and there this
summons.

Witness, PAUL J. POWELL, Clerk of our said Court, at his office, this *9* day of *Nov.*
19*29*, in the *15th* year of the Commonwealth.

Paul J. Powell, Clerk
By *Alvina Whitehurst* D. C.

~~A COPY FOR~~

Original

Executed

11/11/29

E B Rawles
Shurtz

3 a Harris

Piland Printing Co., Suffolk, Va.

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF NANSEMOND COUNTY—Greeting:

YOU ARE HEREBY COMMANDED TO SUMMONS

Clarice Bunch
a Hugh Dudley, N. Y. Knight, Clinton Rountree, N. B. Brattain,
Neuro Brattain, Edward Jones, David Dick, Bailey Brinkley,
Dr. H. W. Hinton, R. E. Brinkley, Noah Hayes, Haywood Bunch,
C. F. Rountree, L. R. Brinkley

to appear before the Judge of the County Court of Nansemond County, at the Courthouse of Said County, on
the 17th day of July, 1929, 10 A. M., to testify and the truth to say on be-
half of the Plaintiff, Defendant, in a certain matter of controversy in our said Court depending and undeter-
mined between C. B. Rawles

....., Plaintiff.....,

and Hililah R. Harris....., defendant.....,

And this the witness..... shall in no wise omit, under the penalty of \$100 each. And have then and there this
summons.

Witness, PAUL J. POWELL, Clerk of our said Court, at his office, this 11th day of July
1929, in the 154th year of the Commonwealth.

Paul J. Powell....., Clerk
By D. C.

L. A. Harris

A COPY FOR

Original

Executed B. B. Banks Sheriff

THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF NANSEMOND COUNTY—Greeting:

YOU ARE HEREBY COMMANDED TO SUMMONS

*C. E. Ingrave, R. B. Hill,
H. D. Shepherd, etc. J. J. J.*

to appear before the Judge of the County Court of Nansemond County, at the Courthouse of said County, on the
17th day of *July* at *2:30 PM*, 19*29*, to testify and the truth to say on behalf of
the Plaintiff, Defendant, in a certain matter of controversy in our said Court depending and undetermined
between *E. S. Kaube*

..... Plaintiff...,
and *Delilah Howell et al.*

..... defendant...

And this the witness.....shall in no wise omit, under the penalty of \$100 each. And have then and there this
summons

WITNESS, G. E. BUNTING, Clerk of our said Court, at his office, this *17th* day of *July*,
192*9*, in the th year of the Commonwealth.

Paul E. Bunting Clerk

A COPY FOR

Original

Certified
J. B. Rye
Sherriff

4-17-29

wit

Mr. Pommer

Mrs Pommer

Frank Harrell

Clyde Evans

Mrs Ruth L Evans

H. H. Churn

R. E. Jones

A. H. Hargrove

H. H. Hunter

Wallace Brinkley

Mr Wilson

Mrs Della Harrell

Otis Joyner

R. B. Hill

Hugh Dudley

H. F. Wright

D. C. Pommer

Henry Brothers

David Lusk

Barnes Brinkley

Wah Hays

Mrs Frank Harrell

Cly Williams

Willie Harrell

Ray Brinkley

Oscar Reentree
Clifton Berkeley

Charles B. Godwin, Jr.
Attorney at Law
Suffolk, Virginia

COMMONWEALTH'S ATTORNEY FOR
NANSEMOND COUNTY

November 8th, 1929.

Mr. Paul J. Powell, Clerk,
Circuit Court Nansemond County,
Suffolk, Va.

Dear Paul:-

Please summon the following witnesses
for Clyde Evans in the case of E. B. Rawls v. Clyde
Evans and Delilah R. Harrell, set for trial Tuesday,
November 12th, 1929:

W. T. Brinkley, Nansemond County.
Jesse Brinkley, " "
F. E. Parker " "
J. A. Parker, Suffolk, Va.
J. C. Butler, " "
R. R. Parker, Nansemond County.
Wallace Brinkley, " "

Very truly yours,

Chas B Godwin Jr

CBGJr/R

R.B. Hill.
J. J. Hill.
H. B. Chinn.
C. E. Hargrove.

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

E. B. Rawls.....Complainant

v.

Clyde S. Evans, Ruth L. Evans,
and Delilah R. Harrell.....Defendants.

In order to aid the Court in determining an
issue of fact, the Court doth adjudge, order and decree
that an issue be made up and tried at the bar of this
Court, to ascertain and determine whether ~~Ruth L. Evans~~
~~or Delilah R. Harrell is entitled to the sum of \$981.25,~~
~~tendered this Court by E. B. Rawls, Sheriff.~~

Or not The receipt provided by Ruth L. Evans and
C. S. Evans dated December 2, 1926, and reading
for the sum of \$885.00 is genuine.

Enter Nov. 9. 1929
J. L. M. G. L. M. G.

Chaucery Order Book
No. 6 Page 290

VIRGINIA:

IN THE CIRCUIT COURT OF THE COUNTY OF NANSEMOND:

E. B. Rawles.....Complainant.

Vs. PLEA OF PAYMENT

Clyde S. Evans, Ruth L. Evans
and Delilah R. Harrell.....Defendants.

The said defendants, Clyde S. Evans and Ruth L. Evans, by their attorneys, come and say: that before the commencement of this action, to-wit: on the 2nd day of December, 1926, the said defendants paid to the said plaintiff the sum of SEVEN HUNDRED AND FIFTY (\$750.00) DOLLARS, principal on the bond mentioned in the complainant's bill, and ONE HUNDRED AND THIRTY-FIVE (\$135.00) DOLLARS as interest for one year on said bond, the balance aggregating the sum of NINE HUNDRED AND EIGHTY-ONE DOLLARS AND TWENTY-FIVE CENTS (\$981.25) in the bill of complaint in this action demanded, being for interest on the aforesaid sum; that on the 1st day of March, 1929, Clyde S. Evans and Ruth L. Evans paid to Delilah R. Harrell the sum of ONE THOUSAND, SIX HUNDRED AND NINETY-TWO DOLLARS AND FIFTY CENTS (\$1,692.50) in full payment of the bond mentioned in the complainant's bill. And this the said defendants are ready to verify.

Clyde S. Evans,
Ruth L. Evans p. d.
by M. Harrell
Chas. B. G. Luning p. d.
their attys

VIRGINIA:
IN THE CIRCUIT
COURT OF NANSEMOND COUNTY:

E. B. Rawls.

V. PLEA.

C. S. Evans, et als.,

Filed. July 13, 1929.

Paul J. Powell Clerk
M. K. Gardner D. C.

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

E. B. RAWLS.....COMPLAINANT

vs.

CLYDE S. EVANS, RUTH L. EVANS
and DELILAH R. HARRELL.....DEFENDANTS

This day came Delilah R. Harrell, by her attorneys,
and on their motion, she is allowed to file her answer and
cross-bill to the bill of the complainant.

And this cause is continued.

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND
COUNTY.

E. B. RAWLS

vs.

CLYDE S. EVANS et als.

.....

Recd
~~ORDER~~

.....

Entered this *5th* day of July,
1929.

J. L. McNamee

Judge.

C. Order Bk. #6
Page 258

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY

E. B. RAWLS.....COMPLAINANT

vs.

CLYDE S. EVANS, RUTH L. EVANS
and DELILAH R. HARRELL.....DEFENDANTS

It appearing to the Court that Clyde S. Evans and Ruth L. Evans, two of the defendants to this suit, are not residents of Virginia, on motion of Delilah R. Harrell, one of the defendants to this suit, by her attorneys, it is adjudged, ordered and decreed that the said Clyde S. Evans and Ruth L. Evans be, and they are hereby, required to give bond in the penalty of \$75-, with surety to be approved by the Clerk of this Court, for the payment of costs and damages which may be awarded against them, and the fees due or to become due in this suit to the officers of the Court.

And this cause is continued.

VIRGINIA
IN THE CIRCUIT COURT
OF NANSEMOND COUNTY

E. B. Rawls

vs.

Clyde S. Evans et als.

.....
Rec'd
ORDER
.....

Entered this *17* day of
July, 1929.

Wm. L. G. Gindre

Judge.

Chancery Order Book
No. 6 Page 258

G. A. HARRIS
ATTORNEY AND COUNSELLOR AT LAW
SUFFOLK, VIRGINIA
November 7, 1929.

Mr. Paul J. Powell, Clerk,
Suffolk, Virginia.

Dear Sir:

Re: E. B. Rawls vs. Clyde S. Evans,
Ruth L. Evans & Delilah R. Harrell.

Please summon, on behalf of Delilah R.
Harrell, the following named persons, to appear as
witnesses in this suit which is to be heard on Novem-
ber 12, 1929:

Clarence Bunch ✓
Hugh Dudley ✓
H. F. Knight ✓
Clinton Rountree ✓
N. B. Brothers ✓
Henry Brothers ✓
~~Edna Jones~~ ✓
David Duke ✓
Barnes Brinkley ✓
Dr. H. H. Hunter ✓
R. E. Brothers ✓
Noah Hayes ✓
Haywood Bunch ✓
C. F. Rountree ✓
L. R. Brinkley ✓

Yours very truly,

G A Harris

gah-1

Issued Nov. 7-1929

E. J. Langston

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

E. B. RAWLS.....COMPLAINANT

vs.

CLYDE S. EVANS, RUTH L. EVANS,
AND DELILAH R. HARRELL.....DEFENDANTS

STATE OF VIRGINIA,
~~CITY OF SUFFOLK~~, to-wit:

County of Nansemond

This day Delilah R. Harrell personally appeared before me, *G. A. Perkins*, a Notary Public in and for the ~~City of Suffolk~~ *County of Nansemond* and State of Virginia, and made oath that she is one of the defendants in the above styled suit, and that the case will be rendered doubtful by the conflicting evidence of the opposing parties for the following reasons, to-wit:

That Clyde S. Evans and Ruth L. Evans claim that they have paid in full the deed of trust of \$2250.00 described in the bill in these proceedings, which is denied by Delilah R. Harrell, the affiant;

That the affiant, Delilah R. Harrell, denies that any curtail whatsoever was ever made on said debt and that no interest was paid thereon by the said Clyde S. Evans or Ruth L. Evans; that the only payment which has been made upon said debt was made by C. B. Godwin, Jr., attorney at law, amounting to \$1500.00 on the principal and \$192.50 interest, leaving a balance due of \$981.25 at the time said payment was made.

That Clyde S. Evans and Ruth L. Evans claim to hold a receipt for a large amount, to-wit: \$885.00, signed by the affiant, Delilah R. Harrell, which should be credited to the payment of the deed of trust described in the bill in these proceedings; and,

That the affiant, Delilah R. Harrell, denies that any such receipt was ever given by her to the said Clyde S. Evans and Ruth L. Evans, or to any one for them, for any amount which should be credited to the payment of the said debt of \$2250.00 described in the bill in these proceedings.

Delilah R. Harrell

Subscribed and sworn to before me this 18th day of

June, 1929.

G. A. Perkins
Notary Public.

My Commission Expires 10/2/30

VIRGINIA:
IN THE CIRCUIT COURT OF NANSEMOND
COUNTY.

E. B. RAWLS
vs.
CLYDE S. EVANS et als.

.....

A F F I D A V I T

.....

Filed ~~5~~ this 5th day of June, 1929.

J. L. M.
Judge

THIS DEED, made this 21st day of February in the year
one thousand, nine hundred and twenty four between
Ruth L. Evans and C. S. Evans, her husband

of Hansemond County, Virginia, parties of the first part
and C. F. Rountree,
chosen as Trustee for the purposes hereinafter specified
of Hansemond County, Virginia, part V of the second part

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

" ALL that certain piece or parcel of land situated lying and
being in Cypress Magisterial District, Hansemond County, Virginia,
containing Fifty Eight (58) acres, more or less, and bounded on
the North by the lands formerly belonging to James H. Goodman or
his estate; on the South by the land of Phillip B. Brinkley; on
the East by the land of John G. Wallace, and on the West by the
Desert County Road, and being part of the same land that was sold
and conveyed by W. F. Turner and wife to Ruth L. Evans by deed
bearing date the 4th day of January, 1923, and duly recorded in
the Clerk's Office of the Circuit Court of Hansemond County, Vir-
ginia, and being a part of the land formerly owned by William
Thomas Harrell.

It is the intent and purpose of this deed to convey all of the
land conveyed to Ruth L. Evans by W. F. Turner and wife by the
above mentioned deed except the land on the West side of the Desert
County Road which was conveyed to the Pigeon Hill Farm Corporation
by the said Ruth L. Evans."

IN TRUST, to secure to Mrs. Delila R. Harrell

the payment of the sum of
TWENTY FIVE HUNDRED DOLLARS (\$2500.00); said sum being evidenced
by one (1) bond bearing even date with this deed of trust, executed
by Ruth L. Evans and C. S. Evans, her husband, and payable to the
order of the said Delila R. Harrell on demand, with interest thereon
payable annually; homestead exemption waived.

ALSO to secure any bond or bonds, note or notes given in renewal,
curtail or continuation of said debt.

In the event that default shall be made in the payment of the aforesaid debt, or any
installment of the principal or interest thereof, then the Trustee, on being required to do
so by the legal holder of the said bond, shall sell the property hereby conveyed.
And it is covenanted that in case of sale the same shall be made after first advertising the
time, terms and place thereof for ^{thirty} days, upon the following terms, to-wit:
for cash; and out of the proceeds of sale pay first the cost of sale, including a commis-
sion of five per centum of gross amount to the trustee, and pay the fees for drawing and
recording this deed, if then unpaid, and then pay off said debt with all accrued interest
and legal charges, and pay the balance, if any, as the law directs.

It is also covenanted that this deed of trust shall secure any note or notes, or bond
or bonds, given in renewal, or extension, or curtail of the aforementioned debt.

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 \$2000.00 for the further
protection of the legal holder of the said bond, 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 re-
coverable by all the remedies in law or equity, by which the debt aforesaid may be recov-
erable.

IF NO DEFAULT SHALL BE MADE in the payment of the above-mentioned debt, or in any installment of the principal or interest, or insurance premiums, then, upon the request of the part^{ies} 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 signature^s and seal^s:

Ruth L. Evans, (SEAL)
C. S. Evans, (SEAL)
_____, (SEAL)
_____, (SEAL)

State of Virginia,

County of Henric

to-wit:

I, G. A. Harris

a Notary Public

for the County aforesaid, in the State of Virginia, do

certify that Ruth L. Evans and C. S. Evans

whose name^s are signed to the foregoing writing, bearing date on the 21st day of February, 1924, have acknowledged the same before me in my County aforesaid.

Given under my hand this 21st day of February, 1924.

My Commission Expires Oct 2 1926 G. A. Harris
Notary Public.

MEMO:---To be acknowledged before any officer authorized to take acknowledgements.

VIRGINIA:

In the Clerk's Office of the Circuit Court of Nansemond
County the 25th day of February, 1924.....

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

Teste:

..... H. E. Bunting, Clerk
By Ruby B. Bunting D. C.



91
DEED OF TRUST

Ruth L. Evans and
husband

to

L. J. Rountree

*for Mrs.
Helena R. Harnell*

*Admitted to the
record February 25,
1924*

*See Deed Book No. 101
Page 415*

*\$
Pay \$50
Fee 2.00
\$4.50*

G. A. HARRIS
ATTORNEY AND COUNSELLOR AT LAW
SUFFOLK, VIRGINIA

Maid to Mrs. L. J. Harnell

The Linden Printing Company, Hartford, Connecticut, U.S.A.

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY

E. B. RAWLS, SHERIFF.....PLAINTIFF

vs.

CLYDE S. EVANS and DELILAH HARRELL.....DEFENDANTS

On motion of Mrs. Delilah Harrell, by her attorney, and by consent of counsel for the plaintiff and defendants, the Clerk of this Court is authorized and directed to withdraw the exhibits filed in this suit and deliver them to the party on whose behalf they were introduced as evidenced.

VIRGINIA: IN THE CIRCUIT COURT
OF NANCYMOND COUNTY.

E. B. RAWLS, SHERIFF

vs.

CLYDE S. EVANS and DELILAH HARRELL

ORDER

Entered: Aug 25, 1931

J. L. G. G. G.

See

G. M. Harris Attorney for
Delilah Harrell

Ch. B. G. G. G.
att for respondents

Chancery order
Book 6; Page 522

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

E. B. RAWLS.....COMPLAINANT

vs.

CLYDE S. EVANS, RUTH L. EVANS
AND DELILAH R. HARRELL.....DEFENDANTS

This cause came on again to be heard on the papers formerly read, and upon the verdict of the jury, composed of J. S. Powell, W. H. Lowe, P. A. Jones, J. T. Stallings, H. B. Carney, J. T. Beale and J. A. Carr, on the issue made up and tried at the bar of this Court to ascertain and determine whether or not the receipt exhibited by Ruth L. Evans, dated December 2, 1926, and reading for the sum of \$885.00, was genuine; and the jury aforesaid, having heard the evidence and argument of counsel, returned to the Court a verdict in favor of Delilah R. Harrell, that is to say, that the receipt presented by Clyde S. Evans and Ruth L. Evans, dated December 2, 1926, and reading for the sum of \$885.00, was not genuine.

On consideration whereof, the verdict of the jury is confirmed and approved; and it is adjudged, ordered and decreed that E. B. Rawls, Sheriff of Nansemond County, who has in his possession the said sum of ~~\$885.00~~, pay to the said Delilah R. Harrell, or her attorneys, the amount aforesaid; and that each of said parties pay their respective costs of Court herein expended.

And nothing further appearing to be done in this cause, it is ordered that same be dismissed from the docket.

Page 409

VIRGINIA:

IN THE CIRCUIT COURT OF THE COUNTY OF NANSEMOND:

E. B. Rawles.....Complainant

Vs.

Clyde S. Evans, Ruth L. Evans,
and Delilah R. Harrell.....Defendants.

The joint and separate answers of Clyde S. Evans and Ruth L. Evans to a bill of complaint exhibited against them and others in the Circuit Court of Nansemond County, Virginia, by E. B. Rawles, and the joint and separate answers of Clyde S. Evans and Ruth L. Evans to a cross-bill filed in the above matter by Delilah R. Harrell.

For answer to the bill of interpleader filed by E. B. Rawles, Sheriff of Nansemond County, Virginia, or to so much thereof as your respondents are advised it is material they should answer, and for answer to the cross-bill of Delilah R. Harrell, or to so much thereof as your respondents are advised they should answer, answer and say:

FIRST: Your respondents admit that by deed dated January 11th, 1926, your respondents conveyed certain real estate then owned by them lying, situate and being in Cypress Magisterial District, Nansemond County, Virginia, to Frank R. Harrell, Trustee, in trust to secure to Delilah R. Harrell the payment of the sum of TWO THOUSAND, TWO HUNDRED AND FIFTY (\$2,250.00) DOLLARS, evidenced by one bond of even date with said deed.

SECOND: That on the 2nd day of December, 1926, your respondents paid to Delilah R. Harrell the sum of EIGHT HUNDRED AND EIGHTY-FIVE (\$885.00) DOLLARS, SEVEN HUNDRED AND FIFTY (\$750.00) DOLLARS of which said sum was to be applied on the principal of the aforesaid bond and ONE HUNDRED AND THIRTY-FIVE (\$135.00) DOLLARS of said sum to be applied to the payment of one year's interest on said bond, and took the receipt of Mrs. G. B. Harrell (Delilah R. Harrell) showing the payment of same.

THIRD: Your respondents admit that Charles B. Godwin, Jr., acting as attorney for them, on the 1st day of March, 1929, paid to Delilah R. Harrell the sum of ONE THOUSAND, SIX HUNDRED AND NINETY-TWO DOLLARS AND FIFTY CENTS (\$1,692.50), the amount owed by your respondents to Delilah R. Harrell as of the date of said payment.

FOURTH: Your respondents further admit that the sum of NINE HUNDRED EIGHTY-ONE DOLLARS AND TWENTY-FIVE CENTS (\$981.25) is now held by E. B. Rawles, Sheriff of Nansemond County, Virginia, and to be held by him until the respective parties to this suit maintain or relinquish their rights to the same by order of this court.

FIFTH: Your respondents aver that they are entitled to the sum of NINE HUNDRED EIGHTY-ONE DOLLARS AND TWENTY-FIVE CENTS (\$981.25) now held by E. B. Rawles; that they have paid to Delilah R. Harrell each and every obligation owed to her, including the full amount of the aforesaid bond, principal, interest and all legal charges in any way connected with same.

SIXTH: Your respondents aver that all receipts and written evidence concerning transactions between them and Delilah R. Harrell are genuine and deny that any receipt or paper or written evidence of any kind has ever been tampered with or changed in any manner whatsoever since they have been the holders of same.

SEVENTH: Your respondents aver that Clyde S. Evans did owe to Frank R. Harrell a small sum for a store account the latter part of the year 1928, and took a receipt from Frank R. Harrell for same, which receipt your respondents have made a diligent search for but are unable to find.

EIGHTH: Your respondents deny that Delilah R. Harrell gave to them on October the 4th, 1928, a receipt for the sum of FIFTY (\$50.00) DOLLARS for fertilizer account for the year 1928.

NINTH: Your respondents further aver that they have shown their receipt for the sum of EIGHT HUNDRED AND EIGHTY-FIVE (\$885.00) DOLLARS to G. A. Harris, attorney for Delilah R. Harrell; that said

receipt was left in the possession of G. A. Harris, attorney, for at least a period of three or four days, and by him returned to Charles B. Godwin, Jr., and now in the possession of Charles B. Godwin, Jr., and J. R. Saunders, attorneys for your respondents.

TENTH: Your respondents aver that they will give bond for the payment of all costs and damages which may be awarded against your respondents and the fees due or to become due in this suit to the officers of this court as soon as they are notified the proper amount of bond to be given.

And now having fully answered the bill of interpleader filed by Sheriff E. B. Rawles, and the cross-bill filed by Delilah R. Harrell, your respondents pray that they may be decreed the said sum of NINE HUNDRED AND EIGHTY-ONE DOLLARS AND TWENTY-FIVE CENTS (\$981.25) and the claim of Delilah R. Harrell cancelled; that Delilah R. Harrell be required to pay the cost of these proceedings and that your respondents be given such other, further and general relief in the premises as the nature of their case shall require or to equity shall seem meet. And they will ever pray, and so forth.

Clyde S. Evans
Ruth L. Evans

STATE OF VIRGINIA,

City of Suffolk, to-wit:

This day personally appeared before me, Evelyn Palmer, a notary public for the City and State aforesaid, Clyde S. Evans and Ruth L. Evans and made oath that the statements herein contained are true.

Clyde S. Evans
Ruth L. Evans

Subscribed and sworn to before me the 13th day of June,

1929.

Evelyn Palmer
Notary Public.

Charles B. Godwin Jr.
PS

VIRGINIA:
IN THE CIRCUIT COURT
OF NANSEMOND COUNTY;

E. B. Rawls

V.

Clyde S. Evans, Ruth L. Evans,
and Delilah R. Harrell.

ANSWER.
Filed July 13, 1929.

Paul J. Powell Sub
M. K. Saunders D. L.

SAUNDERS & HUTTON
Attorneys at Law
Suffolk, Va.

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

E. B. RAWLS.....COMPLAINANT

vs.

CLYDE S. EVANS, RUTH L. EVANS,
and DELILAH R. HARRELL.....DEFENDANTS

THE ANSWER OF DELILAH R. HARRELL, ONE OF THE
DEFENDANTS ~~TO THIS SUIT~~ TO A BILL OF COMPLAINT
EXHIBITED AGAINST HER AND OTHERS IN THE CIRCUIT
COURT OF NANSEMOND COUNTY, VIRGINIA, BY E. R.
RAWLS, COMPLAINANT.

The respondent, reserving to herself the benefit of
all just exceptions to the said bill, for answer thereto, or so much
thereof as she is advised is material she should answer, answers and
says:

That it is true that E. B. Rawls, the complainant,
has in his possession the sum of \$981.25;

That it is also true that by deed dated January 11,
1926, Ruth L. Evans and Clyde Evans conveyed to Frank Harrell, Trustee,
their property situated in Cypress Magisterial District, Nansemond
County, Virginia, in trust to secure your respondent, Delilah R. Harrell,
the payment of the sum of \$2250.00 and evidenced by one bond of even
date;

That it is also true that Ruth L. Evans and Clyde
Evans claim they paid to your respondent, Delilah R. Harrell, but which
is denied by your respondent, the full amount of the principal and
interest on the aforesaid bond secured by the aforesaid deed of trust;

That it is also true that your respondent, Delilah
R. Harrell, claims that Ruth L. Evans and Clyde Evans now owe upon the
aforesaid bond, including interest, the sum of \$981.25, being the sum
that is now in the possession of the complainant;

That it is also true that the parties to this suit agreed for the sum of \$981.25, being a part of the proceeds of the sale price of the property in question, to be turned over to E. B. Rawls, the complainant, to be held by him until the respective parties maintained their rights to same; and,

That it is also true that the complainant, E. B. Rawls, has no interest whatsoever in the said funds.

Your respondent, Delilah R. Harrell, denies that any part of the debt of \$2250.00 has at any time been paid her, except a \$1500.00 curtail and \$192.50 interest which was paid her on the 4th day of January, 1929, by C. B. Godwin, Esq., attorney for Clyde S. Evans and Ruth L. Evans, and which was paid your respondent, Delilah R. Harrell, from the proceeds of the sale of the property on which your respondent held a deed of trust, without prejudicing the rights of your respondent, and by agreement that the balance claimed by your respondent, of \$981.25, should be turned over to E. B. Rawls until the respective parties maintained their rights to same.

Your respondent respectfully sheweth unto the Court that the said Clyde S. Evans and Ruth L. Evans claim they have a receipt in their possession for some large amount, to-wit: the sum of \$885.00, which they claim was given to them by your respondent, Delilah R. Harrell, as a curtail of \$750.00 on the principal and \$135.00 as one year's interest on the deed of trust of \$2250.00.

Your respondent avers that no curtail or payment of interest has at any time been made upon the said debt of \$2250.00, except the payment of the sum of \$1692.50 made by C. B. Godwin, Jr., attorney for Clyde S. Evans and Ruth L. Evans, which was made on the 4th day of January, 1929, pursuant to agreement herein mentioned, nor has your respondent at any time given the said Clyde S. Evans and Ruth L. Evans, or either of them, a receipt in any amount representing

any payment that has been made at any time upon the debt aforesaid.

Your respondent avers that ^{any} ~~if~~/receipt or receipts which purport to be payments made by the said Clyde S. Evans or Ruth L. Evans, or either of them, is or are in the hands of the said parties, they are not genuine and are not the receipts of your respondent for any interest payments or curtails as aforesaid.

Your respondent avers that she did, on the 4th day of October, 1928, execute and deliver to the said Clyde S. Evans a receipt for the sum of \$50.00, which was in payment of a debt due her from the said Clyde S. Evans for fertilizer which she had sold to said Evans during the year 1928; that on the same date her son, Frank Harrell, executed and delivered to the said Clyde S. Evans a receipt for the sum of \$32.50, which was in payment of a certain store account due the said Frank Harrell by the said Clyde S. Evans.

Your respondent believes and avers that one of the aforesaid receipts has been changed from the amount for which it was originally written to the amount of \$885.00, and which is the receipt for which the said Clyde S. Evans and Ruth L. Evans claim to have in their possession and claim it represents a curtail of \$750.00 on the \$2250.00 deed of trust and one year's interest thereon of \$135.00, making a total of \$885.00.

Your respondent avers that she has requested the said Clyde S. Evans, who claims to hold the receipt of \$885.00 to produce the receipts given him under date of October 4, 1928, for \$50.00 and \$32.50, respectively; however, he has not done so.

Now having fully answered, your respondent prays ^{and as a bill of discovery} that this answer be treated as a cross-bill; that the said Clyde S. Evans and Ruth L. Evans be required to produce the receipt which they claim to hold as a credit of \$750.00 to be applied to the deed of trust of \$2250.00 and one year's interest of \$135.00, making a total

of \$885.00; that the said Clyde S. Evans and Ruth L. Evans also be required to produce the receipt given by your respondent to the said Clyde S. Evans under date of October 4, 1928, for \$50.00, and the receipt given by Frank Harrell to the said Clyde S. Evans under date of October 4, 1928, for \$32.50, and that they may be taken in possession by the Court pending its further order; that the said Clyde S. Evans and Ruth L. Evans be required to answer this ~~bill~~ bill; that the said Clyde S. Evans and Ruth L. Evans, not being residents of the State of Virginia, be required to give bond for the payment of costs and damages which may be awarded to your respondent and of the fees due or to become due in this suit to the officers of the Court; that an issue be made up and tried at the bar of this Court to ascertain and determine the rightful parties who are entitled to the said sum of \$981.25; and that your complainant may have all such further and other and general relief in the premises as the nature of her case may require or to equity may seem meet.

W. M. Crumpler
G. H. Harris p. 2

Delilah R. Harrell

STATE OF VIRGINIA,
CITY OF SUFFOLK, to-wit:

This day personally appeared before me, *G. H. Harris*,
a Notary Public for the ^{County} City and State aforesaid, Delilah R. Harrell,
and made oath that the statements herein contained are true.

Delilah R. Harrell

Subscribed and sworn to before me this 18th day of

June, 1929.

G. H. Harris
Notary Public.

VIRGINIA:
IN THE CIRCUIT COURT OF
NANSEMOND COUNTY.

E. B. RAWLS

vs.

CLYDE S. EVANS, RUTH L. EVANS and
DELILAH H. HARRELL.

.....

ANSWER AND CROSS-BILL
OF
DELILAH R. HARRELL

.....

Filed this 5th day of June, 1929.

J. L. M.
Judge.

VIRGINIA:

IN THE CIRCUIT COURT OF NANSEMOND COUNTY.

E. B. Rawles Complainant

v.

Clyde S. Evans, Ruth L. Evans,
and Delilah R. Harrell Defendants.

To the Honorable James L. McLemore, Judge of said Court:-

Your complainant, E. B. Rawles, respectfully represents that he has in his hands the sum of NINE HUNDRED EIGHTY-ONE DOLLARS AND TWENTY-FIVE CENTS (\$981.25), which came to him in the following manner:

That by deed dated January 11th, 1926, Ruth L. Evans and Clyde Evans conveyed unto Frank Harrell, Trustee, their property situated in Cypress Magisterial District, in trust to secure Delilah R. Harrell the sum of TWENTY TWO HUNDRED AND FIFTY (\$2250.00) DOLLARS, and evidenced by one bond of even date; that Ruth L. Evans and Clyde Evans claim they have paid to Delilah R. Harrell the full amount of the principal and interest on the aforesaid bond secured by the aforesaid deed of trust; that Delilah R. Harrell claims that Ruth L. Evans and Clyde Evans now owe upon the aforesaid bond, including interest, the sum of NINE HUNDRED EIGHTY-ONE DOLLARS AND TWENTY-FIVE CENTS (\$981.25); that the sum of NINE HUNDRED EIGHTY-ONE DOLLARS AND TWENTY-FIVE CENTS (\$981.25) is the amount in dispute, including principal and interest; that said sum was turned over, by agreement of the aforesaid parties, to me to be held by me until the respective parties maintained their rights to same; that your complainant does not own any part of the said

sum of NINE HUNDRED EIGHTY-ONE DOLLARS AND TWENTY-FIVE CENTS (\$981.25) or any interest whatever in the same; that he has been notified by Clyde Evans and Ruth L. Evans, and Delilah R. Harrell that each respectively claim the aforesaid sum of NINE HUNDRED EIGHTY-ONE DOLLARS AND TWENTY-FIVE CENTS (\$981.25); that your complainant has no personal knowledge as to the justice or rights of their respective claims and that he cannot settle their differences between them, and that there is no way by which the same may be determined to your complainant's protection save by the intervention of a court of equity.

In consideration whereof, your complainant prays that the said Clyde Evans, Ruth L. Evans and Delilah R. Harrell may be made party defendants to this bill, and required to answer the same; that they may be compelled to file before this court statements in writing as to their claims respectively and be permitted to introduce such proper evidence as each of them may desire in support of his or her pretension, and your complainant further prays that this court will then decide the matter between the said Ruth L. Evans, Clyde Evans and Delilah R. Harrell and will say to whom your complainant shall pay the said sum of money, and that upon the payment thereof, will decree complete exoneration and protection to your complainant; and that your complainant may have all such further and other and general relief in the premises as the nature of his case may require, or to equity shall seem meet.


Complainant

STATE OF VIRGINIA,

COUNTY OF NANSEMOND, to-wit:

E. B. Rawles, the complainant named in the foregoing bill, being duly sworn, says that the facts and allegations contained in the foregoing bill are true, except so far as they are therein stated to be upon information, and so far as they are therein stated to be upon information he believes them to be true, and that there is no collusion between him and either of the defendants in said bill.

E. B. Rawles Sheriff
Complainant

taken, sworn and subscribed before me, Clerk
of Circuit, Court of Nansemond
~~a Notary Public~~ in and for the State and County
aforesaid, in my county aforesaid, this 31 day of March,
1929.

George Lowell
Notary Public.

VIRGINIA:
IN THE CIRCUIT COURT OF
HANSTON COUNTY.

E. B. Rawles, Complain-
ant

v.

Ruth L. Evans, Clyde
E. Evans and Delilah R.
Harrell, Defendants.

BILL OF INTERPLEADER.

One legal and sufficient
sum is hereby accepted

W. McCombs

E. Evans

Att'y for

Mr. W. B. Harrell

Clyde E. Evans and
Ruth E. Evans

Charles B. Godwin
CHARLES B. GODWIN
ATTORNEY AND COUNSELLOR AT LAW

SUFFOLK, VIRGINIA

Filed June 3, 1908

W. B. Harrell