1933-023
Nansemond Co (Suffolk)

Chancery Causes Phoenix Bank of Nansemond vs Junius W. Dorden et al

28

Dalton, Peele, Luke, Bank of Holland I, Farmers Bank of Nansemond I,
Holland, Taylor, Wiggins, Howell

CHANCERY SUMMONS

The Commonwealth of Virginia.

TO THE SHERIFF OF NANSEMOND COUNTY---GREETING:

You are Hereby Commanded to Summon Junius W.Darden,Sarah L.Darden, J.P.Dalton,Trustee,Judith A.Peele,Executrix of W.Q.Peele,deceased,H.A.Luke, Trustee,I.A.Luke,I.A.Luke,Trustee,Bank of Holland,a corporation and Farmers Bank of Holland,a corpotation

to appear at the Clerk's Office of the Circuit Court of Nansemond County, at the Rules to be held for the said Court, on the Third Monday in June,1924., to answer a Bill in Chancery, exhibited against them in the said Court by Phoenix Bank of Nansemond,a corporation,which sues on behalf of itself and such other creditor of Junius W.Darden as shall come in and contribute to the costs of this suit

And have then and there this summons.

Witness. G. E. Bunting, Clerk of our said Court, at his office, this 12th day of June, 1924., in the 148th year of the Commonwealth

A ~~Copy~~ Teste:

Clerk

Teste: G. E. Bunting

Clerk

Executed on the 13 day of June 1924 within the county of Nansemond, by delivering a true copy of the within process, in writing, to Judith A Reel Executrix of W D Reel deceased in person

E B Rawles
Sheriff of Nansemond County.

Executed on the 13 day of June 1924 within the county of Nansemond, by delivering a true copy of the within process, in writing, to H A Luke Trustee in person

E B Rawles
Sheriff of Nansemond County.

Executed on the 13 day of June 1924 within the county of Nansemond, by delivering a true copy of the within process, in writing, to I A Luke in person

E B Rawles
Sheriff of Nansemond County.

Executed on the 13 day of June 1924 within the county of Nansemond, by delivering a true copy of the within process, in writing, to I A Luke Trustee in person

E B Rawles
Sheriff of Nansemond County.

Executed on the 13 day of June 1924 within the county of Nansemond, by delivering a true copy of the within process, in writing, to W V Leathers Cashier Bank of Holland a Corporation in person

E B Rawles
Sheriff of Nansemond County.

Executed on the 13 day of June 1924 within the county of Nansemond, by delivering a true copy of the within process, in writing, to E T Holland President Farmers Bank of Holland a corporation in person

E B Rawles
Sheriff of Nansemond County.

ORIGINAL

Maxey & Andrews ---------- p. q.

Phoenix Bank of Nansemond and such other creditors of Junius W.Darden, etc

vs. } In Chancery

Junius W.Darden and others

19 24

June Rules

Third Monday.

NANSEMOND COUNTY COURT,

Process Book, No.

Page

Executed this 13 day of June 1924 within the county of Nansemond, by delivering a true copy of the within process, in writing, to Junius Darden in person

E B Rawles
Sheriff of Nansemond County.

Executed on the 13 day of June 1924 within the county of Nansemond, by delivering a true copy of the within process, in writing, to J W Dalton Trustee in person

E B Rawles
Sheriff of Nansemond County.

Sheriff

Phoenix Bank of Nansemond, a corporation v. Junius W. Darden, Sarah L. Darden, J. P. Dalton, Trustee, Judith A. Peele, Administratrix of the estate of W. Q. Peele, deceased, H. A. Luke, Trustee, I. A. Luke, I. A. Luke, Trustee, Bank of Holland, a corporation, and the Farmers Bank of Holland, a corporation.	BILL

TO THE HONORABLE JAMES L. MCLEMORE, JUDGE OF THE CIRCUIT COURT OF NANSEMOND COUNTY, VIRGINIA:

The bill of complaint of Phoenix Bank of Nansemond, a corporation, which sues on behalf of itself and all other creditors of Junius W. Darden, who shall join in and contribute to the costs of this suit against Junius W. Darden, Sarah L. Darden, J. P. Dalton, Trustee, Judith A. Peele, administratrix of the estate of W. Q. Peele, deceased, H. A. Luke, Trustee, I. A. Luke, I.A. Luke, Trustee, Bank of Holland, Incorporated, and Farmers Bank of Holland, a corporation.

The plaintiff complains and says that on the 25th day of January, 1923, it obtained a judgment against Junius W. Darden and B. F. Darden, in the Circuit Court of Nansemond County, Virginia, for the sum of Two Hundred Eighty-eight and 83/100 ($288.83) Dollars, with interest from October 9th, 1922, until paid, and Eight and 25/100 ($8.25) Dollars, costs of the suit in which said judgment was rendered, and One and 14/100($1.14) Dollars protest fee, and ten per cent collection charges; all of which will more fully and at large appear from an abstract of said judgment herewith filed and marked "Exhibit A".

The plaintiff further says that prior to the rendition of said judgment in favor of this plaintiff, the said Junius W. Darden executed a deed of trust to J. P. Dalton, Trustee, to secure the payment of the sum of Seven Hundred ($700.00) Dollars, evidenced by note payable on demand to W. Q. Peele , as will more fully and at large appear by the said trust deed duly of record in the Clerk's Office of the Circuit Court of Nansemond

County, Virginia, in Deed Book 83, page 129, a copy of which is hereby filed, marked "Exhibit B" and made a part of this bill.

The plaintiff further says that prior to the rendition of said judgment in favor of this plaintiff the said Junius W. Darden executed a deed of trust to the said H. A. Luke, Trustee, to secure the payment of the sum of Twenty-five Hundred ($2500.00) Dollars, evidenced by bond of like amount payable to I. A. Luke, as will more fully and at large appear by said Trust Deed, duly of record in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, in Deed Book 89, page 178, a copy of which is herewith filed, marked "Exhibit C", and made a part of this bill.

The plaintiff further says that prior to the rendition of said judgment in favor of this plaintiff the said Junius W. Darden executed a deed of trust to the said J. P. Dalton, Trustee to secure W. Q. P ele the payment of the sum of Thirteen Hundred ($1300.00) Dollars, evidenced by note payable to W. Q. Peele, as will more fully and at large appear by the said Trust Deed duly of record in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, in Deed Book 93, page 372, a copy of which is herewith filed, marked "Exhibit D", and made a part of this bill.

The plaintiff further says that prior to the rendition of said judgment in favor of this plaintiff the said Junius W. Darden executed a deed of trust to I. A. Luke, Trustee, to secure the payment of the sum of Three Thousand ($3000.00) Dollars, evidenced by a note payable to the Bank of Holland, Incorporated, as will more fully and at large appear by the said Trust Deed, duly of record in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, in Deed Book 97, page 540, a copy of which is herewith filed, marked "Exhibit E", and made a part of this bill.

The plaintiff further says that the defendant, Farmers Bank of Holland, a corporation, on the 3rd day of April, 1922, obtained a judgment against the said Junius W. Darden and Sarah L. Darden for the sum of One Thousand Four Hundred ($1400.00) Dollars, with interest thereon from March 28th, 1922, until paid, and Seven and 90/100 ($7.90) Dollars costs and ten per cent. collection charges, as will more fully and at large appear by reference to an abstract of judgment herewith filed, marked "Exbhit F" and made a part of this bill.

The plaintiff further says that on the 25th day of January, 1923, it caused an execution to be issued upon the said judgment obtained by this plaintiff, which execution was placed in the hands of the Sheriff of Nansemond County and subsequently returned by the said Sheriff with the endorsement thereon made , "No effect" , all of which will more fully and at large appear by an abstract of the said judgment herewith filed, marked "Exhibit A".

The plaintiff further says that at the time of the rendition of the said judgment the said Junius W. Darden was the owner of six tracts of land situated in Holy Neck Magisterial District, Nansemond County, Virginia, and were sold and conveyed to him, the said Junius W. Darden, by William H. Holland and Caroline Holland, his wife, and by Joseph Taylor and Chanie Taylor, his wife, and by William H. Wiggins and Sarah L. Wiggins, his wife, and by W. B. Howell and Susie A. Howell, his wife, and by John A. Wiggins and Alma O. Wiggins, his wife and by I. A. Luke and Jessie E. Luke, his wife, respectively, by deeds bearing the respective dates of the 9th day of January, 1900, the 5th day of March, 1913, the 14th day of March, 1913, the 6th day of January, 1917, the 27th day of January, 1917, the 1st day of January, 1919, which will more fully and at large appear from copies of the said deeds which are duly of record in the Clerk's Office of the Circuit Court of Nansemond County, Virginia, in Deed Book 47, page 146, Deed Book 74, page 306, Deed Book 74,

page 317, Deed Book 88, page 165, Deed Book 88, page 164, Deed Book 90, page 271, respectively, copies of which deeds are herewith filed, marked respectively, as exhibits, G, H. I, J, K and L, and made parts of this bill.

The plaintiff in. informed and believes and so states the fact to be that the foregoing tracts of land contain 30 acres, 13 acres, 27 acres, 1 acre, 2 acres, 42½ acres, respectively and that this is the only real estate the plaintiff is informed and believes and so avers of which the defendant is the owner or in which he has any interest.

The plaintiff says that it brings this suit on behalf of itself and all other lien creditors of the said Junius W. Darden, who shall join in and contribute to the costs of this suit; that the various liens against the said real estate may be properly adjudicated and their priorities determined and enforced against the said real estate.

This plaintiff avers that its judgment remains wholly unpaid and is a binding and subsisting lien upon all the said real estate; that it is so advised and so avers that the said other judgment lien, as well as the said trust liens are also unpaid and constitute liens upon the said real estate, and that if there are any other liens thereon this plaintiff is unable to say by whom they are held, but plaintiff believes and so states that no other liens exist against the said real estate.

This plaintiff also avers that the rents, issues and profits of the said real estate will not in six years pay off and discharge the liens existing thereon.

The plaintiff now prays that this cause may be referred to a Commissioner in Chancery to take and report the liens and their priorities upon the said real estate; that there may be a decree of sale upon the return and confirmation of the said report of the said real estate or so much thereof as may be necessary to pay off and discharge the various

liens thereon, and grant unto this plaintiff such other, further and general relief as the court may see fit to grant, and your plaintiff will ever pray, etc.

PHOENIX BANK OF NANSEMOND, INC.

By Counsel.

M. Anderson Marks p. q.

Marshall Anderson p. q.

Exhibit B.

THIS DEED, Made this 2nd day of January, in the year 1917 between Junius W. Darden and Sarah L. Darden, his wife of the county of Nansemond, parties of the first part and L. P. Dalton, chosen trustee of the same county, party of the second part-

WITNESSETH: That the said parties of the first part does grant unto the said party of the second part the following property, to-wit:

All that certain piece or parcel of land laying in Holy Neck District, bound and described as follows, bound on north by the lands of Tom Morgin, on the south ----lands of Junius W. Darden, on the east by the lands of John A. Wiggins and on the north by the land of John A. Wiggins. This being the same piece of land baught from W. H. Holland of Louisa by Junius W. Darden and containes 30 acres more or less, this being the home place of Junus W. Darden and wife.

IN TRUST to secure to W. Q. Peele the payment of the sum of $700.00 evidenced by note payable on demand.

Said parties of the first part hereby covenant that they ----seised of the said property in fee simple and have the right to convey same; that they____have done no act to encumber it and that same is free from encumbrances; and that they will execute such other and further assurances of the title as may be necessary.

And it is covenanted that in case of default in the payment of the note aforesaid, then sale shallbe made at the request of the beneficiary, or his representative, and that said sale be made after advertising the same, terms and place thereof for ten days, for cash, and out of the proceeds of sale pay first the cost of sale, including a commission of five per cent. of gross amount to the trustee and pay the fees for drawing and recording this deed, if then unpaid, and then pay off said note

Everett Waddey Co., Stationers and Printers, Richmond, Va. } Form No. 213 Exhibit A.

Virginia

In the Circuit Court for the County of Hanover *January Term, 192*3

Phoenix Bank of Hanover, Plaintiff } Action of

versus

J. W. Harden and B. E. Harden, Defendant

Judgment in favor of the Plaintiff against the Defendant for the sum of Two Hundred Eight-eight & 83/100 } $ 288 83

With interest thereon at the rate of six per centum per annum, from October 9th, 1922 until payment } $ ..... $ .....

Subject to credit, viz.: ..... } And the cost of suit, $ 8.25 and 1.17 Protest fee & 10% collection charges

A FIERI FACIAS issued from the Clerk's office of said Court on the 25th day of January 1923 returnable to the First Juris Rules thereafter, directed to the Sheriff of the County of Hanover who hath made return thereon in the words and figures following, to wit: "No effects."

This judgment was duly docketed in the Clerk's office of the Circuit Court of the County of Hanover on the 25th day of Jan. 1923 Judgment Docket No. 4 Page 185

G. E. Sumter Clerk.

Teste:

G. E. Sumter Clerk.

P. p.q.

Form No. 213

Phoenix Bank of Hammond

vs. { ABSTRACT OF JUDGMENT

J. H. & R. E. Holden

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 notes given in renewal, or extenuation, or curtail of the aforementioned- ------.

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 protection of the said W. Q. Peele 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 therof remains unapd; 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 be made in the payment of the above mentioned- - - - or insurance premiums, then upon the request of the parties of the first part, good and sufficient deed of release shall be executed to they at their own proper cost and charges.

Witness the following signatures and seals:

Junius W. Darden (seal)

Sarah L. Darden (seal)

STATE OF VIRGINIA,

COUNTY OF NANSEMOND, to-wit:

I, B. W. Councill, a Notary Public for the County aforesaid in the state of Virginia, do certify that Junus W. Darden and Sarah L. Darden, his wife, whose names are signed to the foregoing writing bearing date the 2nd day of January 1917 have acknowledged the same

before me in my County aforesaid.

Given under my hand this 2nd day of January 1919.

My Commission expires on the 24th day of November 1919.

B. W. Councill, N. P.

VIRGINIA,

In the Clerk's Office of the Circuit Court of Nansemond County, the 2nd day of January 1917, this deed was presented, and, with the certificate annexed, admitted to record.

Teste.

G. E. Bunting, Clerk

By Kate P. Bell, D. C.

D. B. 83, page 129.

Exhibit C.

D. B. 89- page 178.

THIS DEED, Made this 1st day of January in the year 1919, between J. W. Darden and Saral L. Darden, his wife, of the County of Nansemond, State of Virginia, part of the first part and H. A. Luke, chosen trustee, of the beneficiary, party of the second part-

WITNESSETH: That the said parties of the first part doth grant unto the said parties of the second part the following property, to-wit:

All that said tract of land lying in Holy Neck District of Nansemond County, Va., containing by estimation 42½ acres , bound on the north ~~xxxxxxxxxxxxxxxxxxxx~~ and east by the lands of J. E. Hare, south by the lands formerly owned by Jas. J. Holland and west by lands formerly owned by Harrison Johnson, also adjoining the lands of Eliza Smith and running to and fronting on the County Road, it being the same tract of land conveyed to J. W. Darden by deed from I. A. Luke and Jessie E. Luke dated the 1st day of January, 1919, and recorded in the Circuit Court Clerk's Office of Nansemond County, Va.

IN TRUST to secure to I. A. Luke of Holland, Va., the payment of the sum of $2500.00 evidenced by bond of like amount payable on demand with interest from date till paid, said interest to be paid on the 1st day of January each year so long as this bond or any part of it remains unpaid.

Said parties of the first part hereby covenant that they are seised of the said property in fee simple and have the right to convey same; that they have done no act to encumber it and that same is free from encumbrances; and that they will execute such other and further assurances of title as may be necessary.

And it is covenanted that in case of default in the payment of the debt aforesaid, then sale shall be made at the request of the beneficiary or his representative, and that said sale be made after advertising the same, terms

and place thereof for ten days, for cash, and out of the proceeds of sale pay first the cost of sale, including a commission of 5% 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 bond given in renewal or extenuation or curtail of the aforementioned debt.

The said parties of the first part covenants 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 amoung of $500.00 for the further protection of the said I. A. Luke 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 debt or any part thereof remains unapid; 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 above mentioned 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:

Junius W. Darden (seal)

Sarah L. Darden (seal)

STATE OF VIRGINIA,

COUNTY OF NANSEMOND, to-wit:

I. W. V. Leathers, a Notary Public for the county aforesaid, in the state of Virginia, do certify that J. W. Darden and Sarah Darden, whose names are signed to the foregoing writing bearing date the 1sy day of January 1919, have acknowledged the same before me in my county aforesaid.

My Commission expires on the 13th dayo f Sept. 1922.

Given under my hand this 20th day of Feb. 1919.

W. V. Leathers, N. P.

VIRGINIA,

In the Clerk's Office of the Circuit Court of Nansemond County the 27th day of Feb. 1919.

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

Teste.

G. E. Bunting, Clerk

By Ruby V. Benton, D. C.

Exhibit D.

D. B. 93, page 372.

THIS DEED, Made this 17th day of Dec. 1920, in the year_____, between June W. Darden and Sarah L. Darden, his wife, of the County of Nansemond, State of Virginia, parties of the first part, and J. P. Dalton, chosen trustee of the county and state aforesaid, party of the second part-

WITNESSETH: That the said parties of the first part does grant unto the said party of the second part the following property, to-wit:

All the said property described as follows, that tract or piece or parcel of land situate and lying in Holy Neck Magisterial District, Nansemond County, Va., bound and described as follows, beginning at a pine a north west course to the lines of Edward Howells, tract and bound by the lands of the late Wm. H. Howells, Edwards Howells and the lands of J. B. Morgan, and being the same tract of land convryed to J. W. Darden by Wm. H. Holland of J., and his wife Caroline by deed dated January 9, 1900 and recorded the 28th day of August 1900 in D. B. 47, page 146 and containing 30 acres more or less, and being the same place where June W. Darden now resides- also a tract of land bound and described as follows: by the lands of Wm. C. Hare, John E. Wiggins, T. K. Hasletts' estate and the county road, estimated to be 13 acres and being the same tract of land conveyed to June W. Darden from Joseph Taylor and Chanie Taylor by deed dated March 5, 1913 - and duly recorded in Nansemond County Court House in Deed Book 74, page 306- also another tract of land conveyed from Wm. H. Wiggins and Sarah L. Wiggins, his wife, by deed dated the 14th day of March, 1913, and admitted to record the 29th day of March 1913 in Deed Book 74, page 317- it being understood by the parties of the first part that the three pieces or parcels of land are consolodated and contain all the singular and appurtenances thereon and containes 70 acres more or less and being the same tract of

land now occupied by June W. Darden and wife.

IN TRUST to secure to W. Q. Peele the payment of the sum of $1300.00 evidenced by note payable on demand.

Said parties of the first part hereby covenant that they seised of the said property in fee simple and have the right to convey same; that they have done no act to encumber it and that same is free from encumbrances; and that they will execute such other and further assurances of title as may be necessary.

And it is covenanted that in case of default in the payment of the note aforesaid, then sale shall be made at the request of the beneficiary or his representative, and that said sale be made after advertising the same, terms and place thereof for ten days, for cash, and out of the proceeds of sale pay first the cost of sale including a commission of five per cent of gross amount to the trustee and pay the fees for drawing and recording this deed, if then unpaid, and then pay off said note with all accrued interest and legal charges and pay the blanace, if any, as the law directs.

It is also covenanted that this deed of trust shall secure any notes given in renewal or extenuation or curtail of the aforementioned - - - - - .

The said parties of the first part covenants 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 W. Q. Peele 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 procedds 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 aforementioned note 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:

Junius W. Darden (seal)

Sarah L. Darden (seal)

STATE OF VIRGINIA,

COUNTY OF NANSEMOND, to-wit:

I. B. W. Councill, a Notary Public for the county aforesaid, in the state of Virginia, do certify that Junius W. Darden and Sarah L. Darden, whose names are signed to the foregoing writing, bearing date the 17th day of Dec. 1920, have acknowledged the same before me in my County aforesaid.

My Commission expires the 17th day of Nov. 1923.

Given under my hand the 18th day of Dec. 1920.

B. W. Councill, N. P.

VIRGINIA,

In the Clerk's Office of the Circuit Court of Nansemond County, the 18th day of December, 1920.

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

Teste.

G. E. Bunting, Clerk

By Ruby V. Benton, D. C.

Exhibit E.

D. B. 97, page_____.

THIS DEED, Made this 27th day of October, 1922, between June W. Darden and Sarah L. Darden, his wife, of the County of Nansemond, State of Virginia, parties of the first part, and I. A. Luke, chosen trustee, of the county and state aforesaid, party of the second part-

WITNESSETH: That the said parties of the first part do grant unto the said parties of the second part the following property- to-wit:

All that certain property described as follows, that tract, piece or parcel of land situate and lying in Holy Neck Magisterial District, Nansemond County, Va., vound and described as follows, beginning at a pine north west course to the lines of Edward Howells tract and bound by the land of the late Wm. H. Howells, Edward Howell and the lands of J. B. Morgan, and being the same tract of land conveyed to J. W. Darden by W. H. Holland of J., and his wife, Caroline, by deed dated January 9th, 1900 and recorded on the 28th day of Oaugust 1900, in Deed Book 47, page 146 and containing 30 acres more or less and being the same place where June W. Darden now resides, also a tract of land bound and described as foHlowers , by the lands of Wm. C. Hare, John E. Wiggins, T. K. Hasletts estate and county road, to be 13 acres, and being the same tract of land conveyed to June W. Darden from Joseph Taylor and Chanie Taylor by deed dated March 15, 1913 and duly recorded in Nansemond County Courts House in deed book 74, page 306, all so another tract ~~xfxxxxxxx~~ bound and described as follows, All that certain tract of land 27 acres more or less and bound on the north by the lands of W. B. F. Babb, on the eat by the land of John B. Morgan, on the south by the

lands of June Darden and on the west by the lands of W. H. Wiggins estate, it being the same tract of land conveyed from Williams H. Wiggins and Sarah L. Wiggins, his wife, by deed dated the 14th day of March 1913, and addmitted to record the 29th day of March 1913, in Deed book 74, page 317, it being understood ~~thx~~ by the parties of the first part that the three pieces or parcels of land are consolidated and contains 70 acres, more or less, and being the same tract of land now occupied by June W. Darden and wife.

IN TRUST to secure to the Bank of Holland, Inc., the payment of the sum of $3000.00, evidenced by a note of even date, payable on demand with interest from date, bearing even date, with this deed.

Said parties of the first part hereby covenant that they have seised of the said property in fee - simple and have the right to convey same; that they have done no act to encumber it and that same is free from encumbrances; and that they will execute such other and further assurances of title as may be necessary.

And it is covenanted that in case of default in the payment of the parties aforesaid, then, sale shall be made at the request of the beneficiary, or his representative, and that said sale be made after advertising the same, terms and place thereof for ten days, for cash, and out of the proceeds of sale pay first the cost of sale, including a commission of five per cent. 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 coveanted that this deed of trust shall secure any note given in renewal or extenuation or curtail of the

aforementioned deed.

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 we or she heirs or assigns shall hold the same; and further coveant 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 Bank of Holland, Inc., 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 insurace 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 BE MADE in the payment of the aforementioned 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:

Junius W. Darden (seal)

Sarah L. Darden (seal)

STATE OF VIRGINIA,

COUNTY OF NANSEMOND, to-wit:

I, W. V. Leathers, a Notary Public for the County aforesaid in the State of Virginia, do certify that Junius W. Darden and Sarah L. Darden, whoses names are signed to the foregoing writing bearing date the 27th day of October 1922, have acknowledged the same before me in my county aforesaid.

My Commission expires on the 12th day of Sept. 1926.

Given under my hand this 8th day of November, 1922.

W. V. Leathers, N. P.

VIRGINIA, In the Clerk's Office of the Circuit Court of Nansemond County the 9th day of November, 1922.

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

Teste.

G. E. Bunting, Clerk.

By Ruby V. Benton, D. C.

Virginia Exhibit F. 4-3-22

In the Circuit Court for the County of Hammond - In Vacation ~~Term, 192~~

Farmers Bank of Holland, Plaintiff

versus

J. H. Hardin & Sarah Hardin, Defendant

} Action of debt

Judgment in favor of the Plaintiff against the Defendant for the sum of Fourteen Hundred } $ 1400.00

With interest thereon at the rate of six per centum per annum, from March 28, 1922 until payment } $ ____ $ ____

Subject to credit, viz.: ____ } And the cost of suit, $ 7.90 and 10% collection charges

A FIERI FACIAS issued from the Clerk's office of said Court on the 31 day of March 1922 returnable to the Third Monday in June thereafter, directed to the Sheriff of the County of Hammond 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 31 day of Mar. 1922 Judgment Docket No. 4 Page 145

G. E. Dunlap Clerk.

Teste:

G. E. Dunlap Clerk.

____ p. q.

Form No. 213

Farmers Bank of Ireland

vs. { ABSTRACT OF JUDGMENT

J. H. & Sarah Gordon

Exhibit G.

THIS DEED, Made this 9th day of January, 1900, between Wm. H. Holland of J. and Caroline, his wife, of the County of Nansemond, State of Virginia, of the first part, and Junius G. W. Darden of the county of Nansemond and State of Virginia, of the second part-

WITNESSETH: That in consideration of the sum of One Hundred Ten ($110.00) Dollars, the said Wm. H. Holland and Caroline, his wife, do grant unto the said Junius G. W. Darden and to his heirs and assigns forever, the following real estate with General Warranty,

All that tract,piece or parcel of land situate, lying and being in Holy Neck Magisterial District, in the County of Nansemond, State of Virginia, and bounded and described as follows; to-wit: Beginning at a pine a new made corner in the line of Edward Howell three hundred seven (307) feet from the said Wm. H. Holland and Edward Howell's corner Red Oak,standing in John B. Morgan's line and running along the said Edward Howell's line N. 69½°W. 1491 feet to a post, a corner with the said Edward Howell, thence the said Howell's line So. 14½° W. 444 feet to a white oak; thence So. 4½° W. 300 feet to a pine, thence So. 1½° W. 159 feet to a pine, thence 6½° W. 148 feet to a pine; thence So. 5½° W. 243 feet to a spruce pine; thence S. 4° W. 220 feet to a dog-wood, thence S. 6¾° W. 217 feet to a dead pine standing in a small branch, a corner in the aforesaid Edward'Howell's line, a corner with the said Wm. H. Holland, thence along a line of new marked tress, N. 54° 30' E. 2000 feet to the beginning, and contains 30 acrs, be the same more or less, and is a part of the same land the said Wm. H. Holland derived title to by deed from Leora B. Savage dated Debruary 21st, 1893 and duly recorded in the Clerk's Office of the Circuit Court of Nansemond County, in Deed Book 26, page 669, together with all and singular the appurteances belonging to the same.

And Whereas, J. E. Vincent holds a deed of trust on said land described along with other lands of said Wm. H. Holland duly recorded in Nansemond County Clerk's Office, the said J. E. Vincent becomes a party to this deed and signs and acknowledges thesame for the sole purpose of releasing the land herein described from the lien of the said deed of trust and for no other purpose.

The said Wm. H. Holland and Caroline Holland covenant that they have the right to convey the said land to the grantee; that they have done no act to encumber the said land; that the grantee 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 br requisite.

Witness the following signaturesand seals:

his
William H. X Holland (seal)
Mark

Caroline Holland (seal)

Witness: Elihu Joyner

I, J. E. Vincent, who holds a deed of trust on the land conveyed in this deed do give my consent to this sale by signing the same.

J. E. Vincent.

STATE OF VIRGINIA,

COUNTY OF NANSEMOND; to-wit:

I, Elihu Joyner, a Notary Public for the County aforesaid, in the State of Virginia, do certify that Wm. H. Holland, Caroline Holland and J. E. Vincent, whose names are signed to the writing herewith annexed, bearing date the 9th day of January 1900 have acknowledged the same befor me in my county aforesaid.

Given under my hand this 2nd day of January, 1900.

Elihu Joyner, N. P.

County of Nansemond, to-wit:

In the Office of the Clerk of the County Court for the County of Nansemond, the 28th day of August 1900, this deed was presented and with the certificate annexed, admitted to record. The amount of 50¢ in revenue stamps affixed and cancelled.

Teste.

A. P. Gromer, Deputy

For R. R. Smith, Clerk.

D. B. 47, page 146.

Exhibit H.

THIS DEED, Made this 5th day of March 1913, between Joseph Taylor and Chanie Taylor, his wife, of Nansemond County, Va., parties of the first part, and Junius W. Darden, of the same county and state, party of the second part-

WITNESEETH: That in consideration of the sum of One Hundred sixty ($160.00) Dollars, the said grantors do grant unto the said grantee with GENERAL WARRANTY, All that certain tract of land in Holy Neck District, of Nansemond County, Va., bound and described as follows: by the lands of William C. Hare, John E. Wiggins, T. K. Haslett's estate and the county road; containing by estimation 13 acres, more or less, it being the same land purchased by Joseph Taylor from W. H. Wiggins.

The saif grantors covenant that they have the right to convey the said land to the grantee; that they have done no act to encumber the said land; that the grantee 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:

Joseph Taylor (seal)

Chanie Taylor (seal)

STATE OF VIRGINIA,

COUNTY OF NANSEMOND, TO-WIT:

I, I. A. Luke, a Notary Public for the county aforesaid, in the state of Virginia, do certify that Joseph Taylor and Chanie Taylor, whose names are signed to the writing hereunto annexed, bearing date the 5th day of March, 1913, have acknowledged the same before me in my county aforesaid.

Given under my hand this 5th day of March, 1913.

I. A. Luke, N. P.

My Official term expires May 6th, 1913.

VIRGINIA:

In the Clerk's Office of the Circuit Court of Nansemond County the 25th day of March, 1913, this deed was presented, and, with the certificate annexed, admitted to record.

Teste:

G. E. Bunting, Clerk,

By S. J. Parker, D. C.

D. B. 74, page 306

Exhibit I.

THIS DEED, Made this 14th day of March, 1913, between Wm. H. Wiggins and Sarah L. Wiggins, his wife, of Nansemond County, Virginia, of the first part and Junius W. Darden of the same county and state, of the second part-

WITNESSETH: That in consideration of the sum of Eight Hundred ($800.00) Dollars, the said parties of the first part, Wm. H. Wiggins and Sarah L., his wife, do grant unto the said Junius W. Darden, with GENERAL WARRANTY,

All that certain piece or parcel of land twenty-seven (27) acres, more or less, bound and described as follows: On the north by the lands of W. B. F. Babb, on the east by the lanf of John B. Morgan, on the south by the lands of Junius W. Darden and Wm. H. Holland, and on the west by a part of the remaining tract (bargained to be sold to John A. Wiggins) with all the appurtenances. This piece or parcel of lanf was conveyed from Edward B. Howell and Joanna Howell, John E. Vincent and E. E. Holland, Trustee, dated the 27th day of Feby. 1902, and recorded in D. B. 53, page 179;

All that cetain piece or parcel of land situated and bring in Holy Neck Magisterial District, in the County of Nansemond, bounded and described as follows: on the north by the lands of J. B. Morgan, on the south by the lands of Junius Darden and on the west by the lands of the said W. H. Wiggins, on the east by the lands of Wm. E. Holland, beginning at the corner of thr said Wm. H. Holland and the said Wm. H. Wiggins on John B. Morgan line and running along John B. Morgan line seventy-six (76) yards to a pine, a corner on John B. Morgan with Wm. H. Holland, thence a straight linr to a sweet gum, a corner with the said Wm. H. Holland on Junius Darden, thence along Junius Darden line ninety (90) yards to a pine, a corner of Junius Darden on the aforesaid Wm. H. Wiggins, thence a straight line to the beginning, and containing two acres, more or less, together with all and singular

the appurtenances belonging to the same. This being the same piece or parcel of land conveyed from W. H. Holland and wife March 27, 1905, recorded in D. B. 58, page 548, Aug. 27, 1906.

Whereas, there is a deed of trust on the above described land along with all lands, dated the 16th day of March 1909, executed by the said Wm. H. Wiggins and wife to J. Thornton Withers, Trustee, for the Interstate Fire Insurance Company, Incorporated, and

Whereas, the bond with the deed of trust securing the same has been assigned to A. Woolford, and the said W. Woolford, being the present owner of the said bond.

Now, therefore, Witness: That in consideration of One ($1.00) Dollar, the said J. Thornton Withers, Trustee, and A. Woolford, execute this deed for the sole purpose of releasing the above described property conveyed in this deed from deed of trust.

The said Wm. H. Wiggins, and Sarah L. Wiggins covenant that they have the right to convey the said land to the grantee; that they have done no act to encumber the said land; that the grantee shall have quiet possession of the said land free from all encumbrances, and that they, 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:

W. H. Wiggins (seal)

Sarah L. Wiggins (seal)

J. Thornton Withers (seal)

A. Woolford, (seal.)

STATE OF VIRGINIA,

COUNTY OF NANSEMOND, to-wit:

I, B. W. Councill, a Notary Public for the county aforesaid in the state of Virginia, do certify that W. H. Wiggins and Sarah L. Wiggins, whose names are signed to the writing

hereto annexed, bearing date the 14th day of March, 1913 have acknowledged the same before me in my county aforesaid.

Given under my hand this 20th day of March 1913.

B. W. Councill, N. P.

My Commission expires Nov. 24, 1915.

STATE OF VIRGINIA,

COUNTY OF NANSEMOND, to-wit:

I, S. E. Everett, a Notary Public in and for the Cunty and state aforesaid, do certify that J. Thornton Withers and A. Woolford, whose names are signed to the writing hereto annexed, bearing date the 14th day of March 1913, have acknowledged the same before me in my county aforesaid.

Given under my hand this 20th day of March, 1913.

My Commission expires the 1st day of August 1915.

S. E. Everett, N. P.

VIRGINIA:

In the Clerk's Office of the Circuit Court of Nansemond County the 29th day of March 1913, this deed was presented, and with the certificate annexed, admitted to record.

Teste.

G. E. Bunting, Clerk

By S. J. Parker, D. C.

D. B. 74, page 317.

Exhibit J.

THIS DEED, Made this 6th day of January 1917, between W. B. Howell and Susie A. Howell, his wife, of Nansemond County, Virginia, of the first part and Junius W. Darden, of the same county and state, of the second part-

WITNESS: That in consideration of the sum of Twenty-five ($25.00) Dollars the said parties of the first part do grant unto the said party of the second part, with General Warranty,

All that certain piece or parcel of land laying in Holy Neck Magisterial District, bounded and described as follows: This being a small piece of land in a corner and is bounded on the south by Junius W. Darden, on the east by John A. Wiggins and on the west by W. B. Howell and on the north by John A. Wiggins and W. B. Wiggins, this contains about one acre and is solf by gross and not by the acre.

Whereas, on the 5th day of January 1911, Edward Howell, Joanna Howell, and Wm. B. Howell executed to L. P. Holland, trustee, for Maggie T. Vincent, a certain deed of trust which is duly recorded in the Clerk's Office of the Circuit Court ofNansemond County, Virginia, in Deed Book 69, page 307, and

Whereas, it is the intention of the said Maggie T. Vincent and L. P. Holland, Trustee, to release the lands herein conveyed from the lien of the said deed of trust.

Now, therefroe, the said Maggie T. Vincent and L. P. Holland, Trustee, become parties to this deed for that purpose and for no other purpose.

This said parties covenant that they have the right to convey the said land to the grantee; that they have done no act to encumber the said land, that the grantee shall have quiet possession of the said land free from all encumbrances, and thatthey, 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:

Wm. B. Howell (seal)

Susie A. Howell (seal)

Maggie T. Vincent (seal)

L. P. Holland, (seal)

STATE OF VIRGINIA,

COUNTY OF NANSEMOND, to-wit:

I. B. W. Councill, a Notary Public, for the county aforesaid in the state of Virginia, do certify that Wm. B. Howell, Susie A. Howell, his wife, whose names are signed to the foregoing writing bearing date the 6th day of January, 1917, have acknowledged the same before me in my county aforesaid.

Given under my hand this 6th day of January, 1917.

B. W. Councill, N. P.

My Commission expires Nov. 24, 1919.

STATE OF VIRGINIA,

COUNTY OF NANSEMOND, to-wit:

I, J. R. Saunders, a Notary Public of and for the County aforesaid in the state of Virginia, do certify that William B. Howell, Susie A. Howell, Maggie T. Vincent and L. P. Holland, Trustee, whoses names are signed to the writing annexed, bearing date the 6th day of January, 1917, have acknowledged the same before me in my County aforesaid.

Given under my hand this 20th day of January, 1917.

My Commission expires on the 22nd day of October, 1917.

J. R. Saunders,
Notary Public.

VIRGINIA:

In the Clerk's Office of the Circuit Court of Nansemond County the 2nd day of March, 1918.

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

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

D. B. 88, page 165.

Exhibit K.

THIS DEED, Made this 27th day of January, 1917, between John A. Wiggins and Alma O, Wiggins, his wife, of Nansemond County, Virginia, of the first part, and Junius W. Darden, of the same county and state, of the second part-

WITNESS: That in consideration of the sum of Seventy-five ($75.00) Dollars the said parties of the first part do grant unto the said Junius W. Darden, with General Warranty, all

That certain piece of land laying in Holy Neck Magisterial District, bounded and described as follows, and containing two acres, more or less, on the south side of the County Road leading to Factory Hill from Holland, Virginia, bounded on all sides by the lands of Junius Darden, except on the north and that on a sorposed county road or path. The object of the sale of this piece of land is to straighten out the said lands of Junius Darden.

This said parties of the first part covenant that they have the right to convey the said land to the grantee; that they have done no act to encumber the said land; that the grantee shall have quiet possession of the said land, free from all encumbrances, and that 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:

John A. Wiggins(seal)

Alma O. Wiggins(seal)

STATE OF VIRGINIA,

COUNTY OF NANSEMOND, to-wit:

I, B. W. Councill, a Notary Public for the County aforesaid,in the state of Virginia, do certify that John A. Wiggins and Alma O. Wiggins, his wife, whose names are signed to the foregoing writing, bearing date the 27th day of January, 1917, have acknowledged the same before me in my county aforesaid.

Given under my hand this 27th day of January, 1917.

B. W. Councill, N. P.

My Commission expires Nov. 24, 1919.

VIRGINIA:

In the Clerk's Office of the Circuit Court of Nansemond County the 2nd day of March 1918- this deed was presented, and, with the certificate annexed, admitted to record.

G. E. Bunting, Clerk

Ruby V. Benton, D. C.

D. B. 88, pafe 164.

Exhibit L.

THIS DEED, Made this 1st day of January, 1919, between I. A. Luke and Jessie E. Luke, his wife, of the town of Holland, Virginia, parties of the first part, and J. W. Darden, of Nansemond County, Virginia, party of the second part-

WITNESSETH: That in consideration of the sum of Two Thousand Five Hundred ($2500.00) Dollars, the said parties of the first part do grant unto the said Junius W. Darden, party of the second part, with General Warranty, all that certain tract of land containing by estimation forty-two and one-half acres, it being the same tract of land which originally was sold in two tracts, but being the same tract of land that was conveyed to I. A. Luke by deed from W. J. Holland, Trustee, dated the 5th day of March 1910 and recorded in the Circuit Court of Nansemond County, Virginia, on the 30th day of April 1910, adjoining the lands of J. E. Hare, on the North and east; the J. J. Holland land on the south and on the west by the land formerly owned by Harrison Johnson. Said land lying in Holy Neck District of Nansemonf County, Virginia. This tract of land also adjoins the lands of Eliza Smith and runs to and fronts on the County Road.

The said parties of the first part covenant that they have the right to convey the said land to the grantee; that they have done no act to encumber the said land; that the grantee 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:

I. A. Luke, (seal)

Jessie E. Luke, (seal)

STATE OF VIRGINIA,

COUNTY OF NANSEMOND, to-wit:

I, W. V. Leathers, a Notary Public for the county aforesaid in the State of Virginia, do certify that I. A. Luke and Jessie E. Luke, whose names are signed to the foregoing writing, bearing date the 1st day of January, 1919, have acknowledged the same before me in my County aforesaid.

Given under my hand this 20th day of Deb. 1919.

W. V. Leathers, N. P.

My official term expires Sept. 13, 1922.

VIRGINIA:

In the Clerk's Office of the Circuit Court of Nansemond County the 27th day of February, 1919;

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

Teste.

G. E. Bunting, Clerk,

By Ruby V. Benton, D. C.

D; B. 90, page 271.

Bill of Complaint

Phoenix Bank of Nansemond, a corporation

v.

Junius W. Darden, et. als.

Filed January 6, 1924

G. D. Rumbley Clerk

M. ANDERSON MAXEY
ATTORNEY AND COUNSELLOR AT LAW
SUFFOLK, VIRGINIA

CIRCUIT COURT

SECOND MONDAY IN JANUARY, MAY, JULY, AND OCTOBER

HON. JAMES L. McLEMORE, JUDGE
GEO. E. BUNTING, CLERK
S. E. EVERETT, COMMONWEALTHS' ATT'Y.
E. B. RAWLES, SHERIFF
C. R. FULGHAM, COUNTY TREASURER
LEE BRITT, COMMISSIONER OF ACCOUNTS

Nansemond County Clerk's Office

SUFFOLK, VA.

To the Clerk of the Circuit Court of Nansemond County, Virginia:

Phoenix Bank of Nansemond, a corporation, which sues on behalf of itself and such other crediters of Junius W. Darden as shall come in and contribute to the costs of this suit --------- Plaintiff,

against

Junius W. Darden, Sarah L. Darden , J. P. Dalton, Trustee, ~~W. O.~~ Judith A. Peal Executrix of W. O. Peal, dec'd, ~~Bank~~, H. A. Luke, Trustee, I. A. Luke, I. A. Luke, Trustee, Bank of Holland, a corporation, Farmers Bank of Holland , a corporation, ----------- Defendants.

Issue summons in chancery against the defendants , to the sheriff of Nansemond County. To second July rules.

M Anderson Mavery p.q.

Marshall Andrews p.q.

Rule Notes

June 12,1924,Process issued,returnable to June Rules,Third Monday,1924

Forney & Andrews to J.F.

Atlantic Bank of Boston

&

James M. Hanson et al