

1933-024

Wensemond Co

Chancery Causes Federal Land Bank of Baltimore] vs

Joseph L. Morris & Garfield
Southern Land Sales Corp]

Shaffer,
Trustee

29

VIRGINIA - IN THE CIRCUIT COURT OF NANSEMOND COUNTY

THE FEDERAL LAND BANK OF BALTIMORE, a corporation,---Plaintiff
VS.

JOSEPH L. MORRIS & SOUTHERN LAND SALES CORPORATION,--Defendants

SUMMONS IN CHANCERY TO SECOND JUNE RULES, 1928.

C. P. Whitehead

G. A. Harris
Counsel for Plaintiff.

To the Clerk of the Circuit Court:

Please issue process in the suit above styled, as per memorandum, and place in the Sheriff's hands for service on the Defendants.

I enclose herewith check for \$10.00 costs, that being the amount of deposit generally required by the Clerks in Virginia for Sheriff and Clerk. Please sign and return the slip to be found in the return envelope, acknowledging receipt of these enclosures.

Very truly yours,

C. P. Whitehead
Counsel

FH
4/12/28.

VIRGINIA - IN THE CIRCUIT COURT OF NANSEMOND COUNTY

THE FEDERAL LAND BANK OF BALTIMORE, a corporation,----Plaintiff

VS.

SHAFFER

GARFIELD SCHAFFER, Trustee and the Southern Land
Sales Corporation, - - - - - Defendants

SUMMONS IN CHANCERY TO SECOND JUNE RULES, 1928.

G. A. Harris
.....

J. P. Shaffer
.....
Counsel for Plaintiff

To the Clerk of the Circuit Court:

Please issue process in the suit above styled, as
per memorandum, and place in the Sheriff's hands for service
on the Defendants.

Check for \$10.00 costs has been forwarded to you in
the Bill and Memorandum previously sent you, and which this
Memorandum and Bill is to take the place of.

Very truly yours,

J. P. Shaffer
Counsel

FH
4/18/28

The Commonwealth of Virginia,

To the Sheriff of the County of Nansemond, Greeting:

WE COMMAND YOU, That you summon Joseph L. Morris and Southern Land
Sales Corporation

to appear at the Clerk's office of the Circuit Court of the County of Nansemond
at the rules to be held for the said Court on the Third Monday in June, 19 28,
to answer a bill in chancery, exhibited against them in our said Court by
The Federal Land Bank of Baltimore, a corporation

And have then there this writ. Witness G.E. Bunting, Clerk of our said
Court, at the court-house, the 17th day of April, 19 28, and in the
152nd year of the Commonwealth.

G.E. Bunting Clerk

The Federal Land Bank of
Baltimore, a corporation

vs. }

SUBPOENA IN CHANCERY

Joseph L. Morris and
Southern Land Sales Corporation

I. P. Whitehead p. q.

To June Rules,
3rd Monday, 1928
Hansemond County Circuit Court.

10⁰ (2nd Monday)

The Commonwealth of Virginia,

To the Sheriff of the County of **Hansemond**, Greeting:

WE COMMAND YOU, That you summon **Joseph L. Morris and Southern Land
Sales Corporation**

to appear at the Clerk's office of the **Circuit** Court of the **County of Hansemond**
at the rules to be held for the said Court on the **Third** Monday in **June**, 19 **28**,
to answer a bill in chancery, exhibited against **them** in our said Court by
The Federal Land Bank of Baltimore, a corporation

And have then there this writ. Witness **G.E. Bunting**, Clerk of our said
Court, at the court-house, the **17th** day of **April**, 19 **28**, and in the
152nd year of the Commonwealth.

A true copy: Tests:

G.E. Bunting
Clerk

G.E. Bunting
Clerk

a copy for
Joseph R. Morris

vs.

}

SUBPOENA IN CHANCERY

p. q.

To.....Rules,

.....Circuit Court.

The Commonwealth of Virginia,

To the Sheriff of the County of Nansemond, Greeting:

WE COMMAND YOU, That you summon Joseph L. Morris and Southern Land
Sales Corporation

to appear at the Clerk's office of the Circuit Court of the County of Nansemond
at the rules to be held for the said Court on the Third Monday in June, 1928,
to answer a bill in chancery, exhibited against them in our said Court by
The Federal Land Bank of Baltimore, a corporation

And have then there this writ. Witness G.E. Bunting, Clerk of our said
Court, at the court-house, the 17th day of April, 1928, and in the
152nd year of the Commonwealth.

A true copy: Teste:

G.E. Bunting
Clerk

G.E. Bunting
Clerk

Clerk

a copy³⁰⁰ for
Southern Bond Sales Corp.

vs. } SUBPOENA IN CHANCERY

.....
.....
.....p. q.
.....

To.....Rules,
.....Circuit Court.
.....

The Commonwealth of Virginia,

To the Sheriff of the County of.....Nansemond....., Greeting:

WE COMMAND YOU, That you summon.....Garfield Shafer, Trustee, and The.....
Southern Land Sales Corporation

to appear at the Clerk's office of the.....Circuit.....Court of the County of Nansemond
at the rules to be held for the said Court on the Third Monday in June....., 1928,
to answer a bill in chancery, exhibited against.....them.....in our said Court by
The Federal Land Bank of Baltimore, a corporation

And have then there this writ. Witness.....G.E. Bunting,....., Clerk of our said
Court, at the court-house, the 20th day of April....., 1928....., and in the
152nd.....year of the Commonwealth.

Clerk

Executed in the City of Norfolk,
Va., this 25th day of April 1928
by serving a Copy hereof on

Garfield Shafer, Trustee

IN PERSON.

C. H. TUMBLESON,

Sergeant City of Norfolk, Va.

By W. C. Cunniff Deputy

PAID
No. 000
G. H. Tumbleson

The Federal Land Bank of Baltimore,
a corporation

vs. }

SUBPOENA IN CHANCERY

Garfield Shafer, Trustee et al

G. H. Tumbleson

p. q.

Supt. Va.

To..... Rules,

..... Circuit Court.

¹⁰⁰
April 24th 1928
Due legal service
of the within summons
is hereby accepted -
Southern Land Sales Corp.
By its attorney W. S. Holland

VIRGINIA - IN THE CIRCUIT COURT OF NANSEMOND COUNTY

THE FEDERAL LAND BANK OF BALTIMORE, a corporation,---Plaintiff

VS.

JOSEPH L. MORRIS, and THE SOUTHERN LAND SALES
CORPORATION- - - - - Defendants

To the Judge of the Circuit Court for Nansemond County, Virginia.

Your Complainant, The Federal Land Bank of Baltimore,
a corporation, sheweth unto your Honor the following facts:

1. THAT on the first day of January, 1923, Joseph L. Morris, of the County of Nansemond, in the State of Virginia, made and delivered unto your Complainant his promissory note, whereby he promised to pay to your Complainant the principal sum of Seven Thousand Two Hundred Dollars (\$7,200.00) with interest thereon at the rate of five and one half per cent ($5\frac{1}{2}\%$) per annum, the principal and interest payable in sixty-eight (68) semi-annual payments of Two Hundred and Thirty Four Dollars (\$234.00) each, on the first day of July and January in each and every year, and a final payment of Two Hundred and Thirty Three Dollars and Thirty Two Cents (\$233.32) on the first day of July, 1957.
2. THAT to secure the payment of the said debt (note) and the interest to accrue thereon, the said Joseph L. Morris by his certain deed dated the 20th day of January, 1923, commonly called a mortgage, conveyed unto your Complainant in fee simple, a certain tract of land situated in Sleepy Hole Magisterial District of Nansemond County, Virginia, containing one hundred and sixty five (165) acres, more or less, and more particularly described in the mortgage aforesaid.
3. THAT the said mortgage was duly admitted to record in the Clerk's Office of the said County of Nansemond, in the State of Virginia, in Mortgage Book No. 1, Page 47 &c., and your Complainant charges is a first lien on the land thereby conveyed.
4. THAT the said Joseph L. Morris, or someone for him, made the payments that became due on the said note up to and including the payment for \$234.00 which became due and payable on the first day of July, 1927, which payments were duly applied on account of the principal and interest on the said note, leaving a balance due to your Complainant

on the first day of July, 1927, of \$6837.97, with interest thereon at the rate of $5\frac{1}{2}\%$ per annum from July 1st, 1927, including a collection fee of 5% provided for in the said note.

5. THAT the payment which became due and payable on the first day of January, 1928, is still wholly unpaid and in default.
6. THAT it is specifically provided in the said mortgage if any of the payments set out in the said mortgage and promissory note, be not paid when due, then the WHOLE of the said debt secured to be paid by the said mortgage, shall, at the option of your Complainant, become immediately due and demandable, together with the said collection fee of 5% provided for in the said note, with the right vested in your Complainant at any time after such default to institute proceedings for the foreclosure of the said mortgage, and to have a sale of the mortgaged land to satisfy and pay off the said debt with the interest accrued thereon, and all of the costs incurred in making such sale.
7. THAT since the default has been made in making the said payment which became due on January 1st, 1928, your Complainant has exercised its option aforesaid, and has demanded of the said Joseph L. Morris payment of the whole of the said debt, principal and interest, and now demands the payment of the same in full, together with the said collection fee of 5% provided for in the said note, as well as all the costs that may be incurred in the prosecution of this suit.
8. Your Complainant is advised that by reason of the default aforesaid, of the said Joseph L. Morris, in the payment of the said sums shown to be justly due by him to your Complainant, the said mortgaged property has become forfeited, and that your Complainant has the right to apply to a Court of Equity to have the said land sold under proper decree of Court, and the proceeds thereof applied to the payment of its debt, with the interest due thereon, and the collection fee of 5% as provided for in the note, and the costs and charges incurred in the prosecution of this suit.
9. THAT the amount now due to your Complainant from the said Defendants, is the sum of \$6837.97, with interest thereon at $5\frac{1}{2}\%$ per annum from July 1st, 1927, and a collection fee of 5% on the gross amount of the debt due, and in addition thereto, the sum of \$16.46, for insurance premium paid by your Complainant, with interest thereon at 6% per annum from February 20th, 1928, date of payment of the said insurance premium.

10. Your Complainant is advised that on the 7th day of March, 1925, the Southern Land Sales Corporation purchased the said mortgaged land subject to the mortgage of your Complainant.

IN CONSIDERATION WHEREOF, and as your Complainant is without adequate remedy, save in a Court of Equity where matters of such nature are properly and alone cognizable, your Complainant prays that the said Joseph L. Morris and the Southern Land Sales Corporation, be made parties defendant to this suit, and be required to answer the allegations of this bill of complaint; but answer under oath from them or either of them, is hereby and herein expressly waived; that the said Defendant, Joseph L. Morris, be ordered and decreed to pay to your Complainant the aforesaid sum of \$6837.97, with interest thereon at $5\frac{1}{2}\%$ per annum from July 1st, 1927, together with the said collection fee of 5% on the gross amount of the debt due, as provided for in the said note, and in addition thereto the sum of \$16.46 for insurance premium paid, with interest thereon at 6% per annum from February 20th, 1928, and all of the costs and charges incident to the prosecution of this suit, and in default of such payment that the said land be sold to pay off and satisfy the aforesaid debts and demands; and that all necessary accounts be ordered and taken, and such further general and special relief be granted as the case of your Complainant requires, and to equity may seem meet.

And, as in duty bound, your Complainant will ever pray &c.

THE FEDERAL LAND BANK OF BALTIMORE

BY _____ Counsel

G. A. Harris

Irving P. Whitcomb

VIRGINIA - IN THE CIRCUIT
COURT OF NANSEMOND COUNTY

THE FEDERAL LAND BANK
OF BALTIMORE

VS. (BILL OF COMPLAINT

JOSEPH L. MORRIS.

Filed June 18, 1928

VIRGINIA - IN THE CIRCUIT COURT OF NANSEMOND COUNTY

THE FEDERAL LAND BANK OF BALTIMORE, a corporation,-----Plaintiff
VS.

GARFIELD SYHAFFER, Trustee, and THE SOUTHERN LAND
SALES CORPORATION, - - - - - Defendants

To the Judge of the Circuit Court for Nansemond County, Virginia.

Your Complainant, The Federal Land Bank of Baltimore, a
corporation, sheweth unto your Honor the following facts:

1. THAT on the first day of January, 1923, one Joseph L. Morris, of the County of Nansemond, in the State of Virginia, made and delivered unto your Complainant his promissory note, whereby he promised to pay to your Complainant the principal sum of Seven Thousand Two Hundred Dollars (\$7,200.00) with interest thereon at the rate of five and one half per cent ($5\frac{1}{2}\%$) per annum, the principal and interest payable in sixty-eight (68) semi-annual payments of Two Hundred and Thirty Four Dollars (\$234.00) each, on the first day of July and January in each and every year, and a final payment of Two Hundred and Thirty Three Dollars and Thirty Two Cents (\$233.32) on the first day of July, 1957.
2. THAT to secure the payment of the said debt (note) and the interest to accrue thereon, the said Joseph L. Morris, by his certain deed dated the 20th day of January, 1923, commonly called a mortgage, conveyed unto your Complainant in fee simple, a certain tract of land situate in Sleepy Hole Magisterial District of Nansemond County, Virginia, containing one hundred and sixty-five (165) acres, more or less, and more particularly described in the mortgage aforesaid.
3. THAT the said mortgage was duly admitted to record in the Clerk's Office of the said County of Nansemond, in the State of Virginia, in Mortgage Book No. 1, Page 47 &c., and your Complainant charges is a first lien on the land thereby conveyed.
4. THAT the said Joseph L. Morris, or someone for him, made the payments that became due on the said note up to and including the payment for \$234.00 which became due and payable on the first day of July, 1927, which payments were duly applied on account of the principal and interest on the said note, leaving a balance due to your Complainant

on the first day of July, 1927, of \$6837.97, with interest thereon at the rate of $5\frac{1}{2}\%$ per annum from July 1st, 1927, including a collection fee of 5% provided for in the said note.

5. THAT the payment which became due and payable on the first day of January, 1928, is still wholly unpaid and in default.
6. THAT it is specifically provided in the said mortgage if any of the payments set out in the said mortgage and promissory note, be not paid when due, then the whole of the said debt secured to be paid by the said mortgage, shall, at the option of your Complainant, become immediately due and demandable, together with the said collection fee of 5% provided for in the said note, with the right vested in your Complainant at any time after such default to institute proceedings for the foreclosure of the said mortgage, and to have a sale of the mortgaged land to satisfy and pay off the said debt with the interest accrued thereon, and all of the costs incurred in making such sale.
7. THAT since the default has been made in making the said payment which became due on January 1st, 1928, your Complainant has exercised its option aforesaid, and has demanded payment of the whole of the said debt, principal and interest, and now demands the payment of the same in full, together with the said collection fee of 5% provided for in the said note, as well as all of the costs that may be incurred in the prosecution of this suit.
8. Your Complainant is advised that by reason of the default aforesaid, in the payment of the said sums shown to be justly due to your Complainant, the said mortgaged property has become forfeited, and that your Complainant has the right to apply to a Court of Equity to have the said land sold under proper decree of Court, and the proceeds thereof applied to the payment of its debt, with the interest due thereon, and a collection fee of 5% as provided for in the note, and the costs and charges incurred in the prosecution of this suit.
9. THAT the amount now due to your Complainant from the said Defendants is the sum of \$6837.97, with interest thereon at $5\frac{1}{2}\%$ per annum from July 1st, 1927, and a collection fee of 5% on the gross amount of the debt due, and in addition thereto, the sum of \$16.46, for insurance premium paid by your Complainant, with interest thereon at 6% per annum from February 20th, 1928, date of payment of the said insurance premium.
10. Your Complainant is advised that on the 13th day of August, 1923, the said Joseph L. Morris conveyed the

aforesaid mortgaged land to Garfield Schafer, Trustee, by deed of trust recorded in Deed Book No. 99, Page 525, in the Clerk's Office of Nansemond County, Virginia, conveying to the said Trustee a one half undivided interest in the said land, in trust to secure the holder of a note, the debt therein mentioned.

11. THAT on July 22nd, 1924, the said Joseph L. Morris conveyed the aforesaid mortgaged land to S. E. Everett, Trustee, by deed recorded in Deed Book No. 103, Page 145, in the Clerk's Office of Nansemond County, Virginia, in trust to secure a certain debt therein mentioned. That both of said deeds of trust are subject to the mortgage of Complainant.
12. Complainant is further advised that on March 7th, 1925, said S. E. Everett, Trustee, foreclosed the said deed of trust and sold the said land, and the same was purchased by the Southern Land Sales Corporation.
13. Your Complainant is advised and therefore charges that the said Joseph L. Morris is dead and since the execution of the deed of trust to the said S. E. Everett, Trustee, and the deed of trust to Garfield Schafer, Trustee, the said Joseph L. Morris has departed with all of the title which he had in said land after the execution of the mortgage to Complainant and therefore, it is not necessary to make the said J. L. Morris or his heirs parties to this suit, and that no Administrator is necessary since Complainant will not ask for a personal judgment against the said Joseph L. Morris.

IN CONSIDERATION WHEREOF, and as your Complainant is without adequate remedy, save in a Court of Equity where matters of such nature are properly and alone cognizable, your Complainant prays that Garfield Schafer, Trustee and the Southern Land Sales Corporation be made parties defendant to this suit with leave to answer the allegations of this bill of complaint, but not on oath which is waived as to either of them, and that since the said Garfield Schafer, Trustee and the Southern Land Sales Corporation have title to the equity of redemption in the mortgaged land, that said Defendants be ordered and decreed to pay to your Complainant the aforesaid sum of \$6837.97, with interest thereon at 5½% per annum from July 1st, 1927, together with the said collection fee of 5% on the gross amount of the debt due, as provided for in the said note, and in addition thereto the sum of \$16.46 for insurance premium paid, with interest thereon at 6% per annum from February 20th, 1928, and all of the costs and charges incident to the prosecution of this suit, and in default of such payment that the said land be sold to pay off and satisfy the aforesaid debts and demands; and that all necessary accounts be ordered and taken, and such further benereal and special relief be granted as the case of your Complainant requires, and to equity may seem meet.

And, as in duty bound, your Complainant will ever pray &c.

THE FEDERAL LAND BANK OF BALTIMORE

BY - COUNSEL

J. A. Harris
.....
J. P. Whitehead
.....p. q.

VIRGINIA - IN THE CIRCUIT COURT
OF NANSEMOND COUNTY

THE FEDERAL LAND BANK OF
BALTIMORE

VS. (BILL OF COMPLAINT

GARFIELD SCHAFER, Trustee and
SOUTHERN LAND SALES CORPORATION

Rule Notes

The Federal Land Bank of Baltimore, a corporation

v

Joseph L. Morris and Southern Land Sales Corporation

April 17, 1928-Process issued, returnable to June Rules, Third Monday, 1928.

June 18, 1928

Rule Notes

J. P. Whithead, Jr.

The Del. Road Bank of Baltimore

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Jos. H. Morris & Southern
Road Bank Corp.

Shaping of the

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