1889-006 Chancery Causes: W W. Butler vs Irvin Jenkins + E. A. Watkins, Trustee

Isle of Wight County

other surnames: Barnes, Dunn
Niblett, Roberts

W. W. Butler

vs. Bill in Chy.

Irvin Jenkins et al.

Filed Apl. 24th 1889.
& order of injunction
entered.

" May Rules 1st Summs.
Eqd. & dr. vice m. defs.

" May Rules. 2. Bill taken
for confsd. & set for
hearing.

" Sept. 10th 1889.
Decree dissolving the
injn. & for costs of defts.

Attys. for defs. fee 15.00
3.90
Clk. fees
Paid for writs & Clk 1.50
Trans for writs to dist 1.00
Defts Costs 21.40

To be entered
Entire

Entire #32

: Circuit court of Isle of Wight
county: 24th April 1889

W. W. Butler

v.

Irvin Jenkins and E. A. Watkins Trustee

On the motion of the
complainant an injunction is awarded to
prohibit and restrain Irvin Jenkins, E. A.
Watkins Trustee, their agents, attorneys and
all other persons from proceeding to foreclose
the deed of trust executed by W. W. Butler
dated February 25th 1888 by the sale of
said real estate mentioned therein and thereby
conveyed or by any other ways or means
whatsoever, until the further order of the Circuit
court of Isle of Wight county. But before the
complainant shall have the benefit of this order, he
or some one for him must execute a bond before
the Clerk of the Circuit court of Isle of Wight
county in the penalty of $100 with good security to be approved by the Clerk
conditioned to pay all
such costs and damages as may be awarded if
ever this injunction shall be dissolved

To the Clerk of the Circuit
court of Isle of Wight county

That an account may be taken by one of the Commissioners of this Court to ascertain what Amount is legally due upon the said bond by your orator, and for such other, further and general Relief as the Nature of the case may require and the principles of equity justly, and your orator will ever pray &c. Let a subpoena go &c.

Minnie Briggs P. Q. — W W Butler

State of Virginia
County of Nansemond to wit:

This day W. W. Butler personally appeared before me and made oath that the statements of the foregoing bill are true to the best of his knowledge information and belief -
Given under my hand this 23d day of April 1889.

Minnie Briggs
Notary Public

your orator paid said Irwin Jenkins on the 22nd day of March 1887 Forty four dollars one years interest on said debt at 8 per cent, and one hundred and one dollars on the principal of said debt, The said Irwin Jenkins advertised said property for sale three days after receiving the above mentioned payments, knowing at the while that your orator expected to keep said money for a long period of time. The above payments your orator offers to set off against the principal of said bond, which being tainted with usury bears no interest as he avers - your orator avers for no discovery from the defendant Irwin Jenkins. Forasmuch therefore as your orator is without remedy save in a court of equity where such matters are properly cognizable and relievable he prays that Irwin Jenkins and E. A. Watkins Trustee may be made parties defendant to this bill and required to answer the same (but answers under oath are hereby waived), That an injunction may be awarded to prohibit and restrain, the defendants, their agents, attorneys and all others from proceeding to foreclose the said deed of trust until the matters herein charged can be investigated,

with the principal of the bond paid and your orator declares that at the same time that said Irvin Jenkins told your orator that he would prefer that your orator should keep this money for a number of years. The said Irvin Jenkins has recently and without giving any such ample notice, demanded an immediate settlement in full and your orator having no other property or means has been unable to comply with such demand, and the said Irvin Jenkins disregarding his promise and your orators rights has directed the Trustee to advertise and sell the said Real estate above described for the satisfaction of the said debt, ~~of~~ which sale will be on the 27 Day of April 1889 at 2 o'clock P.M. is the place and day fixed for the sale - a copy of the advertisement is herewith filed marked "Exhibit" and your orator prays that it may be read as a part of this bill - 2nd your orator avers that the said contract is tainted with usury, that under this agreement with the said Irvin Jenkins, he was to pay and the said Irvin Jenkins was to receive interest at the rate of nine per centum per annum, under this agreement

W. W. Butler

vs.

Irvin Jenkins and E. A. Watkins Trustee.

To the Honorable Chandler W. Hill Judge of the Circuit Court of Isle of Wight County.

Humbly complaining your orator W. W. Butler of Isle of Wight county, Virginia respectfully represents: 1. That on the 15th day of Febuary 1886 he executed his bond for $500.00 payable to Irvin Jenkins and on the same day executed a deed of trust upon his farm, situated in Isle of Wight county Virginia, and described in advertisment hereafter referred to as follows. "all that valuable farm lying about 1/2 Miles from Windsor in Isle of Wight county, whereon W. H. Barnes formerly resided, said to contain ninety acres. This farm has on it good buildings and is a very good farm, to E. A. Watkins Trustee to secure the payment of said bond. At the time of the execution of the said bond and deed of trust your orator had no other property and it was distinctly understood that said deed of trust was not to be foreclosed without first giving your orator ample notice and sufficient time to raise the money in the event the said Irvin Jenkins should

before me and made oath that the statements of the foregoing bill are true to the best of his knowledge and belief.

Given under my hand this 25th day of April 1889.

Merit Briggs
Notary Public

a copy.
Test. N. P. Young clk.

W. S. Benson
Lic 5

250
100
175
525

South
~~West~~ ~~S. E. R.~~ Jno Edwards W on bluff
South Co. road
West Jno Edwards Bluffs
East Sole com R K Run
beginning R. E. Run
45 acres

(25)

Butler W. W.
vs.
Jo Kuis & Watkins

Copy Bill.

your orator offers to set off against the principal of said bond which being tainted with usury bears no interest as far as. Your orator asks for no discovery from the defendant Irvin Jenkins. For as much thereof as your orator is without remedy save in a Court of equity where such matters are properly cognizable and relievable, he prays that Irvin Jenkins and E. A. Watkins Trustee, may be made parties defendant to this bill and required to answer the same (but answers under oath are hereby waived) That an injunction may be awarded to prohibit and restrain the defendants, their agents, attorneys and all others from proceeding to foreclose the said deed of trust until the matters herein charged can be investigated. That an account may be taken by one of the Commissioners of this court to ascertain what amount is legally due upon the said Bond by your orator, and for such other further and general relief as the nature of the case may require, and the principles of equity justify. And your orator will ever pray &c. Let a Sub. Issue &c.

W. W. Butler

Merit Briggs P. Q.

State of Virginia
County of Nansemond, To wit:

This day W. W. Butler personally appeared

said Irion Jenkins has recently and evident
giving any such acceptable notice demanded
as immediate settlement in full, and
your orator having no other property or
means has been unable to comply with
such demand. And the said Irion Jenkins
disregarding his promise and your orators
rights has directed the trustee to advertise
and sell the said real estate above described
for the satisfaction of said debt at
Winchester Va on the 27. day of April 1889.
at 2 oclock p.m. is the place and day fixed
for the sale - A copy of the advertisement
is herewith filed marked "exhibit"
And your orator prays that it may be
read as a part of this bill. 2nd Your orator
avers that the said Conrad is intrusted
with money, that under his agreement
with said Irion Jenkins, he was to pay and
said the said Irion Jenkins was to receive
interest at the rate of Nine per centum
per annum - under this agreement your
orator paid said said Irion Jenkins on the 22d
day of March 1889. Forty five dollars
on your interest on said debt of 9 per
cent, and one hundred and one dollars
on the principal of said debt. The said
Irion Jenkins advertised said property for
sale three days after receiving the above
mentioned payments, he knowing all the which
did your orator expected to keep said money
for a long period of time. The above payments,

Q. W. Butler

vs.

Irvin Jenkins & E. A. Watkins, Trustee.

To the Honorable Chandler W. Hall Judge of the Circuit Court of Isle of Wight County.

Humbly complaining, Your orator W. W. Butler of Isle of Wight County Virginia, respectfully represents 1. That on the 15th day of February 1888. he executed his bond for $500.00 payable to Irvin Jenkins, and on the same day executed a deed of trust upon his farm situated in Isle of Wight County Virginia and described in advertisement, hereafter referred to, as follows, all that valuable farm lying about 1½ miles from Windsor in Isle of Wight County whereon W. H. Barnes formerly resided. said to contain Ninety acres. This farm has on it good buildings and is a very good farm, to E. A. Watkins trustee to secure the payment of said bond. At the time of the execution of the said bond and deed of trust your orator had no other property and it was distinctly understood that said deed of trust was not to be foreclosed without giving your orator another note and sufficient time to raise the money in the event the said Irvin Jenkins should wish the principal of the bond paid. And your orator declares that at the same time that Irvin Jenkins told your orator that he would prefer that your note should keep this money for a number of years. The

Jenkins & Watkins Tr.

Ads E Jr Irving

Butler W. A

W, S. Holland A. A.

Answer of Irvin

Jenkins Apts—

Filed May 1st 1889

Teste, N.P. Sprague

money forth coming at any time to be by him paid out according to the order of this court.

This respondent says that said plaintiff has not repaired the fences around said tract of land nor has he opened the ditches as this work should have been done.

This respondent denies all confederacy and combination and having fully answered he prays to be hence dismissed with his costs so unreasonably expended in this behalf. And he will ever pray &c.

W. S. Wallace p. d.
Irvin his + mark Jenkins

Virginia
County of Isle of wight, to wit:

I. Benj. C. Roberts a justice of the peace in and for the county of Isle of wight in the said State of Virginia do certify that Irvin Jenkins whose name is signed to the above answer in Chancery came before me in my said county and made oath that the statements therein contained are true. Given under my hand this 20th day of April 1889

Benj. C. Roberts J. P.

to keep up the place for firewood, house bolt, cart bolt and fence bolts. This respondent says that when said Butler was cutting all this timber he had not paid one cent on the purchase price of said tract of land. This respondent says the land having been thus depreciated is not sufficient to secure the amount due him. He says that if said Butler continues to cut and sell timber off said land in the future as in the past for six months then the land will not be worth enough to pay his debt. He therefore prays that the injunction awarded ~~him~~ the plaintiff be dissolved and that said land be sold at once. This respondent challenges full investigation of the matters connected with this transaction and to that end if in the opinion of this court it is necessary for the protection of the rights of any party in interest he prays that said trustee E. A. Watkins be required to sell and to hold, proceeds ~~of such sale~~ till the further order of the court and that before selling the said land that he execute a bond in the penalty of at least $1500.00 payable to the plaintiff conditioned to have said purchas-

the value of said house and that the said payment did not come from the pocket of the said H. H. Butler but did come out of the mortgaged property and he says the said so-called payment did not in the least increase the security for the loan but on the contrary depreciated the same. This respondent says H. H. Butler has never paid one cent on the purchase price of said land except the $146.00 and that it was derived from the property itself. This respondent says that said H. H. Butler has himself and has permitted other members of his family living with him to cut and carry away timber on said land in the shape of cord wood for sale. This respondent cannot state the exact amount of wood taken off said land but he believes that he has carried off and sold at least thirty or forty cords and that in this lot of timber is included all the poplar wood on the farm. This respondent says that this poplar wood sold at Hunter for three dollars per cord and would sell in the markets for a great deal more. This respondent says that there is scarcely timber enough on said tract of land

advertise and sell the same, he does not recollect that it was three days or five days but this respondent does deny that he knew that said W. W. Butler expected to keep said money for a long space of time: This respondent denies the right of said plaintiff to set off any interest paid against the principal of said debt, and he again denies that said bond was tainted with usury. This respondent denies each and every allegation in said bill contained to the effect that he has failed to keep any promise made in that said contract or bond or either of them is or was usurious or is or was tainted with usury, and he denies every intimation, inference innuendo or insinuation in said bill contained to the same effect.

This respondent says he has never received one cent on said bond secured by said deed of trust except the $146.00/100 aforesaid and that it was part of the loss paid on a house destroyed by fire and he avers that said W. W. Butler made oath in his proof of loss that said house destroyed was worth at least $200.00/100 and this respondent says that his equity was diminished by exactly

and that when the Insurance Company paid said loss which amounted to one hundred and fifty dollars it was paid to this respondent and that some time afterward on or about the 22nd day of March he gave the plaintiff a receipt for one hundred and forty six dollars in part payment on said bond secured by said deed of trust which receipt was delivered to said Butler, the receipt is for $146.00 because said Butler owed this respondent four dollars balance on money advanced to pay to said S.R. Dunn the premium on said policy of Insurance and that after deducting that four dollars this respondent gave his receipt for every cent of the balance namely $146.00

This respondent says that the allegation of said Butler that forty five dollars was paid for interest and one hundred dollars was paid on the principal is false and that said plaintiff knew it was false when he made the allegation and that said plaintiff now knows it is false.

This respondent denies that he ever at any time advertised said property as alleged in said bill, he admits that he ordered the trustee Mr E. A. Watkins to

This respondent admits that the property was to be sold at Windsor on the 27th day of April 1889 upon thirty three days notice as will appear by a handbill herewith filed marked "F" and prayed to be read as a part of this answer:

This respondent denies that said contract was or is tainted with usury. this respondent emphaticcally denies that there was any contract between himself and said plaintiff that he the said plaintiff was to pay, and that he, this respondent, was to receive interest at the rate of nine per centum per annum. This respondent utterly denies that under said agreement or under any agreement whatsoever the said W. H. Butler paid to said Irvin Jenkins on the 22nd day of March 1889 forty five dollars, one years interest on said debt at nine per cent.

This respondent says that some time last winter a tenant house on the said Barnes tract of land was burned down and that said house was insured against fire in some company represented by S. R. Dunn of Suffolk, Virginia, that the loss, if any, by the terms of the policy was made payable to your respondent and one W. H. Barnes as their interest might appear

sufficient time to raise the money in the event the said Irvin Jenkins should wish the principal of his bond paid. This respondent says that it was distinctly understood that in case of sale by said trustee in said deed of trust that thirty days notice of the time, place and terms of sale, showed be given by said trustee and that there was absolutely no other notice agreed upon or understood so far as this respondent was concerned.

This respondent denies that he told the plaintiff that he would prefer that the said plaintiff should keep the money for a number of years.

This respondent denies that he demanded an immediate settlement in full, but he admits that he informed the plaintiff about eight weeks ago that he needed his money and would be compelled to have it. This respondent admits that sometime after he informed the plaintiff that he needed his money, he did direct his trustee E. A. Watkins to advertise and sell the property to make his money in case it was not paid, but this respondent utterly denies that in so doing he disregarded any promise or the right of the plaintiff as alleged.

The answer of Irvin Jenkins to a bill in chancery exhibited against him and E. A. Watkins trustee by W. H. Butler in the circuit court of Isle of Wight County Virginia:

This respondent reserving to himself the benefit of all exception to the many errors, uncertainties and inaccuracies in the said bill contained, for answer thereto or to so much thereof as he is advised it is material and proper for him to answer, answers, and says:

That it is that on the 15th day of February 1858 the said plaintiff executed his bond for $85.00 100/100 payable to Irvin Jenkins and on the same day executed a deed of trust on his farm, which deed of trust is herewith filed marked "A." and prayed to be read as a part of this answer, which said deed of trust was made to secure every cent of the purchase money for said farm which said farm was on the same day and place conveyed to said plaintiff: That it is as this respondent believes that said plaintiff had no other property. This respondent denies that it was distinctly understood that said deed of trust was not to be foreclosed without giving said plaintiff notice and

Jenkins v Watkins et.
adv & In chancy
Butler w. w.

W. S. Hallam p.q.

Answer of E. A. Watkins

Filed May 1st 1889.

Teste, J. B. Jennyce

filed with the answer of said Irwin Jenkins.

This respondent says that some few days after his notices had been published he met the said W.W. Butler who told him that he had made arrangements to pay off the debt due Irwin Jenkins and would do so before the day of sale, he says that at that time Mr. Butler made no complaint of usury at all.

Having fully answered this respondent denies all confederacy and Conspiracy and prays to be hence dismissed with his costs in this behalf expended and he will ever pray &c.

W.S. Holland p.q.
E.A. Watkins

Virginia
County of Isle of wight, to wit:

I, Benj. C. Roberts a justice of the peace in and for said County do certify that E.A. Watkins whose name is signed to the foregoing answer in Chancy came before me in my said County and made oath in due form of law that the statements contained in the above answer are true to the best of his knowledge and belief. Given under my hand this 30th day of April 1889

Benj. C. Roberts J.P.

The answer of E. A. Watkins trustee to a bill in Chancery exhibited against himself and Irvin Jenkins in the Circuit Court of Isle of Wight County by W. W. Butler.

This respondent reserving to himself the benefit of all just exception to the many errors, inaccuracies and insufficiencies in said bill contained, for answer thereto or to so much thereof as he is advised it is material he should answer, answers and says:

That of his own personal knowledge he knows nothing of the loan made by Mr. Irvin Jenkins to the plaintiff, he is informed and believes there is no usury in the transaction at all; he says that he advertised the land in the deed of trust filed with the answer of Irvin Jenkins for sale at the request and under the legal direction of said Irvin Jenkins, and this respondent says he was directed to give thirty days notice, but in order to make Saturday the date of sale so that as many persons as possible might be present he made the time thirty three days and did advertise to sell as will more fully appear by exhibit "I"

The Bond required by the order of the Judge of the Circuit in this suit having been executed, the defendants Irwin Jackson, and E. A. Watkins Trustee, ~~are prohibited and~~ their agents, attorneys and all other persons are prohibited and restrained from proceeding to foreclose the deed of trust executed by W. W. Butler dated the 15th July. 1888, by the sale of said real estate mentioned therein and thereby conveyed, or by any other way or manner whatsoever, until the further order of the ~~court~~ Circuit court of Isle of Wight county.

Teste, J. P. Storey clk

W. W. Butler

Pltff's Bill

vs.

Irwin Jackson &

E. A. Watkins, Trustee

Defendants

To May Rules, 1889.

Circuit Court

Executed by delivering to the within named Irwin Jackson & E. A. Watkins Trustee a true copy of the within Summons. April 27th 1889.

R. A. Edwards

S. I. W.

The Commonwealth of Virginia,

To the Sheriff of Isle of Wight County, Greeting:

WE COMMAND YOU TO SUMMON Irvin Jenkins and E. A. Watkins Trustee.

to appear at the Clerk's Office of the Circuit Court of Isle of Wight county, at Rules to be holden for the said Court, on the first Monday in May next, to answer the Bill in Chancery filed against them by W. W. Butler

~~of a plea of~~ ~~for $~~ ~~Damages $~~ And have then there this writ.

Witness, N. P. YOUNG, Clerk of our said Court, at the Courthouse, the 28th day of April, 1889, in the 113th year of the Commonwealth.

N. P. Young clk

Jenkins & Watkins, Tr.

Adv. }
}

Butler C. W.

Affidavit of

W. G. Noblett.

Filed May 1st 1889.

Teste, N. B. Young Co.

I, Walter G. Niblett do solemly affirm that I reside near Windsor on the road between the Bowes tract of land on which W.W. Butler now resides, that I have lived at my present place of abode since January 1st 1889: and from that time up to four weeks ago I have frequently seen W.W. Butler and other members of W.W. Butler's family hauling cord wood consisting of pine wood and some hard wood from the said tract of land called the Bowes Tract on which said W.W. Butler now lives towards Windsor and that said hauling has been constant averaging, I would say from memory, one cord a week for the months of January, February and March of this year.

W.G. Niblett

Virginia:

I, W.S. Holland a Commissioner for the County Court of Isle of Wight County do certify that W.G. Niblett whose name is signed to the foregoing affirmation appeared before me in my said County and subscribed and solemly affirmed to the truth of the same. Given under my hand this 30th April 1889.

W.S. Holland
Comm. in Chancy.

Jenkins & Watkins Trustees

ads

Butler W. W.

Affidavit of

F. L. Roberts

Filed May 1st 1889

Teste N. P. Penny DC

I, F. C. Roberts do solemnly affirm that I reside on the county road about half way from the Borner place whereon W. W. Butler now resides and the village of Windsor, it being about one half mile from my residence to either place, that I have resided at my present place of abode for twenty years, that since W. W. Butler moved to the Borner place a little over one year ago up to about four weeks ago I have constantly and frequently seen W. W. Butler and other members of W. W. Butler's family hauling wood from said Borner place towards Windsor and I have no account knowledge of the quantity hauled but from many I should say twenty or twenty five cords in all, that this wood consists of pine, oak, gum, poplar etc.

F. C. Roberts

Affirmed and subscribed to before me this 30th day of April 1889.

W. S. Hallam
Comm. In. Chief County
Court of Isle of Wight Co.

I, Phillip S. Chapman do solemly affirm that I delivered a true copy of the notice on the other side of this sheet to a member of W.W. Butlers family over sixteen years old and explained to her the purport thereof the said W.W. Butler not being found at his usual place of abode and I also solemly affirm that I saw said W.W. Butler in less than one hour after I delivered said copy and told him I had delivered said copy to his sister.

P.S. Chapman

Subscribed and affirmed to before me this 7th day of September 1889.

W.S. Hallam A
Com'r. in Chancy

Rec'd of W.S. Hallam Atty for Dan Jenkins fifty cents for the above work
Sept. 7th 1889.

P.S. Chapman

COURTS:
ISLE OF WIGHT, NANSEMOND,
AND SOUTHAMPTON.

OFFICE OF
W. S. HOLLAND,
Attorney at Law and Notary Public,
Windsor Station, Va., Sept. 5th 1889

Mr. W. W. Butler;

Please take notice that we shall ask the Hon. C. W. Hill to dissolve the injunction in the case of W. W. Butler vs E. A. Watkins trustee and Irvin Jenkins. This motion will be made in Norfolk on the 10th day of Sept. 1889. The money at the rate of 6% per annum having been paid by you as claimed by the said Irvin Jenkins, the object of the dissolution is to recover costs and damages according to law.

E. A. Watkins trustee &
Irvin Jenkins by W. S.
Holland their attorney.

Virginia
Isle of Wight County, to wit:

Jenkins & Watkins Trustees

To

W. W. Butler

Notice to Dissolve
Injunction

To W. W. Butler Esq:

You will please take notice that we shall move the Hon. C. W. Hill judge of the circuit court of Isle of wight County at the city of Norfolk, Va. at 2½ o'clock P. M. on Saturday May 11th 1889 to dissolve the injunction awarded in the cause in which you are plaintiff and we are defendants:

Irvin Jenkins
&
E. A. Watkins Trustee
by W. S. Holland and
their Counsel

Jenkins & al
Adls. & In chancy
Butler

Decree

Clerk cir. court of Isle of Wight will enter this decree, Sept. 10th 1889.

Teste endorsed
Chas Lee
Sep 10, 1889

Entered

Jenkins et. als
ads
Butler
Hampton Ci. Ct.

This cause come on this day on the bill and answer with general replication thereto and affidavits and exhibits filed therewith in vacation upon notice of a motion to dissolve the injunction awarded in this cause and was argued by Counsel; on consideration whereof it appearing to the court that the plaintiff had paid to the defendants Jenkins the debt with interest as claimed by said Jenkins in his answer after the said injunction was awarded and the answer filed, the court doth adjudge, order and decree that said Injunction be dissolved and that the plaintiff W. W. Butler pay to the defendants their costs in this behalf expended.

To the clerk Cir. Court of Isle of Wight Co. Va.

C M Hill

W. W. Butler

TO { DEED OF TRUST.

E. A. Watkins, trustee

ADMITTED TO RECORD

Feby. 3 1888

Deed Book No. 52

Page, 80

Geo. W. Cook

Deputy Clerk.

Examined according to law.

Exhibit in the account "N"

Tax, ...	$1.00
Fee, ...	$1.25
Total Tax and Fee, .	$2.25

PAID, by Co. S. Dick,

N. P. Tomlin

Clerk.

West, Johnston & Co., Print., Richmond, Va.

In the Clerk's Office of Pittsylvania County Court
of Chatham December 1887
This deed of trust was received and
the same with the certificate of acknowledgment
thereto annexed admitted to record.

Teste, N. P. Tomlin Clk

STATE OF VIRGINIA,
COUNTY OF ISLE OF WIGHT. } To wit :

I, , a Notary Public in and for the county aforesaid, in the State of Virginia, do certify that , the wife of , whose names are signed to the writing above, bearing date the day of , 188 , personally appeared before me in the county aforesaid, and being duly examined by me privily and apart from her husband, and having the writing aforesaid fully explained to her, she, the said , acknowledged the said writing to be her act, and declared that she had willingly executed the same, and does not wish to retract it.

Given under my hand this day of , 188 .

NOTARY PUBLIC.

STATE OF VIRGINIA,
COUNTY ~~OF ISLE OF WIGHT~~ Nansemond Isle of wight. } To wit :

I, W. S. Holland , a Notary Public in and for the said county, in the State of Virginia, do certify that W. W. Butler, W. H. Bowes and Irvin Jenkins, whose names are signed to the writing above, bearing date the 15th day of February 1888, have acknowledged the same before me in the county aforesaid.

Given under my hand this 15th day of February, 1888.

W. S. Holland, NOTARY PUBLIC.

State of Virginia
Cong' of Isle of wight, to wit:

I W. S. Holland a Notary Public in and for the said Cong' & State do certify that W. W. Butler and Irvin Jenkins Come before me in my said Cong' and acknowledged the above writing bearing date February 15th 1888 to which their names are signed to be their act and deed. Given under my hand this 15th day of February 1888 A.D.

W. S. Holland
Notary Public

IN TRUST to secure to Irvin Jenkins first and then to W. H. Borner of the Comty of Isle of wight and town of Suffolk in the State of Virginia the payment of the sum of $500 to Jenkins and $250 ~~evidenced by~~ to Borner, evidenced by two bonds one for five hundred dollars dated Febrney 15th 1888, made by W. W. Butler and payable on demand to Irvin Jenkins, and a second bond for two hundred & fifty dollars dated Febrney 15th 1888, made by W. W. Butler and payable on demand to W. H. Borner - both bonds to bear lawful interest from date till paid

And it is covenanted and agreed that in case of default in the payment ~~of any~~ of the first bond aforesaid then sale shall be made at the request of any one or more of the beneficiaries, his representatives or assigns of said Jenkins and that said sale shall be made after advertizing the time, place and terms thereof for thirty days, for cash, and after paying expenses of this trust including a commission of five per cent. to the said trustee ~~and including as well the cost of drawing and recording this deed~~, then to discharge the amount of principal and interest and legal charges of the ~~debts or debt~~ aforesaid, ~~when there are more than one note or bond, one or more of which is not due, the said trustee may sell on credits so as to meet said demands when due, or may pay off those not due as he may deem best,~~ first bond and after paying said first bond then out of balance pay second bond and pay the residue, if any, as the law directs.

It is also covenanted and agreed that this Deed of Trust shall secure any bond or bonds given in renewal or in extenuation or curtail of the afore mentioned bonds

The said party of the first part agrees to pay all taxes, levies, assessments, dues and charges upon the said property so long as he or his heirs shall hold the same, and to keep the buildings on said property insured for a reasonable amount for the benefit of said Irvin Jenkins, and should the said party of the first part fail to keep said property insured then in that event the said Irvin Jenkins shall insure the same and make the premiums a charge on said property in this deed conveyed.

In case a release deed is given it shall be at the cost of the party of the first part.

~~In all other respects this deed shall be executed according to law governing trust sales.~~

It is agreed by all parties, Borner, Jenkins, & Butler that the bond payable to Jenkins shall be preferred to the second bond to Borner - that said trustee shall not sell this land at the request of said Borner or his assignee till the Jenkins bond is fully paid, but shall sell at any time at the request of said Jenkins or the bona fide holder of said first bond of $500

WITNESS the following signatures and seals :

W. W. Butler (SEAL.)

W. H. Barnes (SEAL.)

Irvin his mark Jenkins (SEAL.)

THIS DEED, made this 15th day of February, in the year 1888, between

W. W. Butler

of the County of Isle of wight and

in the State of Virginia, party of the first part; and E. A. Watkins

of the said County & State

party of the second part chosen trustee, **Witnesseth:** that the said

party of the first part doth grant with general warranty unto said E. A. Watkins

, chosen trustee, the following property, to-wit: all that

certain tract of land lying and being in the County of Isle of wight in the state of Virginia said to contain ninety acres more or less and bounded by the lands of W. S. Hallans, B. C. Griffin, Solomon Cox and others and is the same tract of land this day conveyed to said W. W. Butler by W. H. Barnes and wife by deed bearing even date with these presents. This deed is made to secure the whole purchase price of said land) together with all and singular the appurtenances thereto belonging

Exhibit "

NOTICE!

By virtue of a Deed of Trust made by **W. W. BUTLER** and others, and at the request of **IRVIN JENKINS**, beneficiary, I shall offer

FOR SALE,

AT WINDSOR, VA.,

On the 27th day of April, 1889,

AT 2 O'CLOCK, P. M.,

All that valuable farm lying about 1½ miles from Windsor, in Isle of Wight County, whereon W. H. BARNES formerly resided, said to contain NINETY ACRES. This farm has on it GOOD BUILDINGS and is a VERY GOOD FARM.

Terms Cash.

March 25th, 1889.

E. A. WATKINS,
Trustee.

NOTICE!

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March 25th, 1889.

E. A. WATKINS,
Trustee.

Jenkins & Watkins Co.

ads

W. W. Butler

Hand Bill,
Natica y Sola

Exhibit "I"

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Terms Cash.

March 25th, 1889.

E. A. WATKINS,
Trustee.

FORM NO. 306.

W. W. Butler

to { INJUNCTION BOND.

Commonwealth

Executed 25th Apl 1889
in the clerks office of
Isle of Wight circuit
court before me, and
filed.
Teste N. P. Young CK

Everett Waddey, Stationer and Printer, Richmond, Va. } Form No. 306.

Know all Men by these Presents, That we W. W. Butler and Solomon Carr are held and firmly bound unto the Commonwealth of Virginia, in the sum of One Hundred dollars, to the payment whereof, well and truly to be made to the said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents. And we hereby waive the benefit of our exemptions as to this obligation, and also of any claim, or right to discharge any liability to the Commonwealth arising under this bond, or by virtue of said office, post or trust, with coupons detached from bonds of this State. Sealed with our seals, and dated this 25th day of April, one thousand eight hundred and eighty nine.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH: That whereas the above bound W W Butler on his bill in chancery against Irvin Jenkins and E. A. Watkins addressed to the Judge of the Circuit Court of the County of Isle of Wight has obtained from the said Judge an injunction to injoin and restrain Irvin Jenkins, E. A. Watkins Trustee, their agents, attorneys and all other persons proceeding to foreclose the deed of trust executed by W. W. Butler dated Feby. 15th 1888, by the sale of said real estate mentioned therein and thereby conveyed, or by any other ways or means whatsoever until the future order of the said court; and whereas it is provided, by the order of the said Judge awarding the said injunction, that the plaintiff shall not have the benefit thereof until the complainants, or some one for him, shall enter into a bond, with good security, in the clerk's office of the said court, payable to the Commonwealth of Virginia, in the penalty of One Hundred dollars, and conditioned to pay all such costs as may be awarded against the said plaintiff, and all such damages as shall be incurred in case the said injunction be dissolved. Now, therefore, if the said W. W. Butler shall pay all such costs as may be awarded against him, and all such damages as shall be incurred in case the said injunction be dissolved, then this obligation to be void, otherwise to remain in full force and virtue.

Executed in the presence of

N. P. Young Clk. Ct.

W. W. Butler SEAL.

His
Solomon X Carr SEAL.
mark

SEAL.

In the Clerk's Office of the Circuit *Court of the* County *of* Isle of Wight County

This day personally appeared before me N. P. Young, Clerk of the Circuit Court of the County of Isle of Wight, Solomon Carr, and made oath that his estate, after the payment of all his just debts, and those for which he is bound as security for others and expects to have to pay, is worth the sum of One Hundred dollars, over and above all exemptions allowed by law.

Given under my hand this 25th day of April, 1889.

N. P. Young Clerk.