

WHEREAS, Lula A. Roudabush and R. T. Roudabush, her husband, did by those two certain deeds of trust, one bearing date on the 2nd day of November, 1927, and of record in the Clerk's Office of Page County, in Deed Book No. 99, at pages 348 &c, and the other bearing date on the 6th day of June, 1928, and of record in said Clerk's Office in Deed Book No. 91, at pages 386&, to which reference is hereby made, grant and convey unto the said Grover C. Miller, Trustee, the following described real estate, to-wit:

All that certain tract or parcel of land, together with a two story brick residence, barn and out buildings thereon, and all rights and appurtenances thereunto belonging, lying and being situate on the west side of the Pine Grove Road, and about one and one-half (1½) miles South of the Village of Marksville, in Marksville District, Page County, Virginia, and containing Sixty-Four (64) acres, more or less, and being the same tract or parcel of land, together with the improvements thereon, which was conveyed to Lula A. Roudabush by Hortense Huffman and husband, by deed bearing date of October 12th, 1927, and recorded in said Clerk's Office in Deed Book No. 90, at Pages 300 &, to which said deed reference is hereby made for the metes and bounds and for a more complete description of said real estate, in trust to secure the prompt payment of the indebtedness fully setforth and described in said two deeds of trust; and

WHEREAS, the said Grover C. Miller, Trustee, was duly authorized and empowered by the said deeds of trust upon the failure of the said parties of the first part to pay the indebtedness aforesaid, or any instalment of interest thereon, when the same became due and payable, to sell the said real estate; and

WHEREAS, default was made in the payment of the said indebtedness secured in both of said deeds of trust and the interest thereon when the same became due and payable, and request having been made by the holder of the bonds evidencing the indebtedness secured in each deed of trust as provided in said deeds of trust, the said Grover C. Miller, Trustee, according to the provisions of the said deeds of trust, did, advertise the said real estate for sale at public auction in front of the Page County Courthouse, at Luray, Virginia, on the 26th day of August, 1943, by advertisement in the Page News and Courier and by hand bills posted at five or more public places in said county for more than three weeks as required by the said deeds of trust; and

WHEREAS, in pursuance of the aforesaid advertisements, the said trustee did expose to sale the said real estate at public auction in the manner provided in said deeds of trust, to the highest bidder for cash according to the terms of said deeds of trust, at which time and place, the said M. E. Roudabush, being the last and highest bidder thereon, became the purchaser thereof at the price of Four Thousand (\$4,000.00) Dollars; and

WHEREAS, the said M. E. Roudabush has complied with the terms of sale by paying the entire purchase price in cash to the said trustee:

NOW, THEREFORE, THIS DEED WITNESSETH, that for and in consideration of the premises, and the further consideration of the sum of Four Thousand (\$4,000.00) Dollars, cash in hand paid, the receipt whereof is hereby acknowledged, at and before the sealing and delivery of these presents, the said Grover C. Miller, Trustee, as aforesaid, doth hereby grant and convey, with special warranty of title, unto the said M. E. Roudabush all the real estate hereinbefore mentioned and described

Roudabush, his heirs and assigns, forever.

WITNESS THE FOLLOWING SIGNATURE AND SEAL this the day and year first above written.

4 ⁴⁰
Grover C. Miller, (SEAL)
Trustee.

STATE OF VIRGINIA,
COUNTY OF PAGE, TO-WIT:

I, C. Robert Knowles, a notary public in and for the County aforesaid, in the State of Virginia, do certify that Grover C. Miller, Trustee as aforesaid, whose name is signed to the foregoing deed, bearing date on the 4th day of September, 1943, has acknowledged the same before me in my county aforesaid.

Given under my hand this 4th day of September, 1943.

C. Robert Knowles, Notary Public.

My commission expires on the 11 day of Sept, 1943.

PAGE COUNTY, To-wit:

The foregoing DEED was received in the Clerk's Office of Page Circuit Court September 6, 1943, at 4:30 o'clock P. M., together with certificate of acknowledgment thereon, and admitted to record.

TESTE: *Grover C. Miller* CLERK.

M. E. ROUDABUSH & WIFE

TO) (DEED # 391

J. R. MIMS & WIFE

THIS DEED, Made this 4th day of September, 1943, between M. E. Roudabush and Ora S. Roudabush, his wife, parties of the first part, and J. R. Mims and Ethel S. Mims, husband and wife, as joint tenants with the right of survivorship as at common law and not as tenants in common, parties of the second part.

WITNESSETH: That for and in consideration of the sum of Forty-Two Hundred (\$ 4,200.00) Dollars paid and to be paid as follows, to-wit: the sum of One Thousand (\$1,000.00) Dollars, cash in hand paid, the receipt whereof is hereby acknowledged, at and before the sealing and delivery of these presents, and for the residue of said purchase price, namely the sum of Thirty-Two Hundred (\$3,200.00) Dollars, the said parties of the second part have executed their two notes, bearing even date herewith, with interest from date at the rate of four (4%) per centum per annum, payable semi-annually, said notes being payable to the said M. E. Roudabush or order as follows, to-wit: One of said notes in the sum of One thousand (\$1,000.00) Dollars to become due and payable on or before January 1st, 1944, and the other said note in the sum of Twenty-Two Hundred (\$2,200.00) Dollars to become due and payable on or before January 1st, 1945, and to secure the prompt payment of which a deed of trust is to be executed by the said parties of the second part conveying to a trustee or trustees the real estate hereinafter conveyed, which trust will bear even date herewith, and will be recorded contemporaneously with this deed, the said parties of the first part do hereby grant, bargain, sell and convey, with general warranty of title, unto the said J. R. Mims and Ethel S. Mims, husband and wife, as joint tenants with the right of survivorship as at common law and not as tenants in common, all the following described real estate, to-wit:

All that certain tract or parcel of land, together with a two story

Handwritten notes and stamps on the left margin, including a date stamp "Jan 14 1945" and a circular notary seal for C. Robert Knowles, Notary Public, Page County, Virginia, with the text "My Comm. Expires 11 Sept 1943".

Pine Grove Road, and about one and one-half (1½) miles South of the Village of Marksville, in Marksville District, Page County, Virginia, and containing Sixty-Four (64) acres, more or less, and being the same tract or parcel of land, together with the improvements thereon, that was conveyed to the said M. E. Roudabush by Grover C. Miller, Trustee, by deed bearing even date herewith, and which is to be recorded preceding this deed, to which said deed and the references therein contained reference is hereby made for the metes and bounds and a more complete description of said real estate, to have and to hold the aforesaid tract or parcel of land, together with all the improvements thereon and all rights, easements and appurtenances thereunto belonging, unto the said J. R. Mims and Ethel S. Mims, husband and wife, as joint tenants with the right of survivorship to the surviving tenant as at common law pursuant to Section 5160 of the Code of Virginia, and any amendments thereof, and not as tenants in common notwithstanding anything to the contrary in Section 5159 of the said Code of Virginia and amendments thereof, their heirs and assigns, forever.

THE SAID PARTIES OF THE FIRST PART COVENANT that they have the right to sell and convey the said land to the grantees; that they have done no act to encumber the said land; that the grantees shall have quiet possession of the same, free from all encumbrances; and that they, the said parties of the first part, will execute such further assurance of the said land as may be requisite.

WITNESS THE FOLLOWING SIGNATURES AND SEALS this the day and year first above written.

U. S. I. R. Stamos for \$ ^{4.95}
received and acknowledged

M. E. Roudabush (SEAL)
Ora S. Roudabush (SEAL)

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

I, Grover C. Miller, Clerk of Circuit Court, of and for the County of Page, in the State of Virginia, do certify that M. E. Roudabush and Ora S. Roudabush, his wife, whose names are signed to the foregoing deed bearing date on the 4th day of September, 1943, have acknowledged the same before me in my county and state aforesaid.

Given under my hand this 6th day of September, 1943.

Grover C. Miller, Clerk.

PAGE COUNTY, To-wit:

The foregoing DEED was received in the Clerk's Office of Page Circuit Court September 6, 1943, at 4:30 o'clock P. M., together with certificate of acknowledgement thereon, and admitted to record.

TESTE: *Grover C. Miller* CLERK.

J. R. MIMS & WIFE

TO)(DEED OF TRUST # 392

W. V. FORD & J. M. SWETNAM, TRS.

THIS DEED, Made this 4th day of September, 1943, between J. R. Mims and Ethel S. Mims, husband and wife, parties of the first part, and W. V. Ford and J. M. Swetnam, their survivor, successor or successors in trust, hereinafter referred to as Trustee, parties of the second part.

WITNESSETH: That the said parties of the first part do hereby grant and

All that certain tract or parcel of land, together with a two story brick residence, barn and out buildings thereon, and all rights and appurtenances thereunto belonging, lying and being situate on the West side of the Pine Grove Road, and about one and one half miles South of the Village of Marksville, in Marksville District, Page County, Virginia, and containing Sixty-four (64) acres, more or less, and being the same tract or parcel of land, together with the improvements thereon, which was conveyed to the said J. R. Mims and Ethel S. Mims by M. E. Roudabush and wife by their deed bearing even date herewith, and which is to be recorded immediately preceding this deed of trust, to which said deed and the references therein contained reference is hereby made for the metes and bounds and for a more complete description of said real estate, to have and to hold the aforesaid real estate, together with all the improvements thereon and all rights, easements and appurtenances thereunto belonging, unto the said trustees, their heirs and assigns, survivor or survivors, or successor or successors in trust, forever.

IN TRUST, NEVERTHELESS, to secure unto M. E. Roudabush, of Luray, Page County, Virginia, the prompt payment of the sum of Thirty-Two Hundred (\$3,200.00) Dollars, as evidenced by those certain two negotiable promissory notes executed by the said J. R. Mims and Ethel S. Mims, bearing even date herewith, with interest thereon from the date thereof at the rate of four (4%) per centum per annum, payable semi-annually, and payable to the said M. E. Roudabush or order as follows, to-wit: One of said notes in the principal sum of One Thousand (\$1,000.00) Dollars to become due and payable on or before January 1st, 1944, and the other said note in the principal sum of Twenty-Two Hundred (\$2,200.00) Dollars to become due and payable on or before January 1st, 1945, both of said notes waiving the Homestead Exemption; and further to secure any renewals thereof, either in whole or in part.

IN THE EVENT THAT DEFAULT SHALL BE MADE in the payment of said notes, or either of them, or in any instalment or interest thereon, when it becomes due and payable, or in any instalment of taxes or levies on said real estate, or in any insurance premiums covering the improvements thereon, when, and as the same, or any of them, shall become due and payable, then the said trustees, or the one acting, on being required so to do by the said M. E. Roudabush, his personal representative or assign, shall sell the property herein conveyed.

IT IS COVENANTED AND AGREED between the parties hereto that in case of sale the same shall be made at the front door of the Page County Courthouse or on the premises herein conveyed, whichever the said trustees, or the one acting, may deem most advisable, after first advertising the time, place and terms thereof for not less than thirty days, either by publication in a newspaper published in said county, or by printed handbills posted at five or more public places in said county, or in the discretion of the said trustees, or the one acting, by both of said methods, and said sale shall be upon the following terms, to-wit: For cash as to one-third of the purchase money, to be paid on the day of sale, and the residue to be paid in two equal annual instalments of one and two years after date respectively, said deferred payments to be evidenced by the bonds of the purchaser, bearing interest from the day of sale, payable semi-annually, and to be secured by a deed of trust covering the property sold, said deed of trust, to be conditioned in such manner as may seem wise to the trustee, or the one acting, for the best protection of the trust and shall provide for fire insurance but the purchaser shall have the right to pay

before
 The deed, bond for \$22,000.00, dated 12/15/43, after date, and secured in this deed, has been fully paid and satisfied.
 Test: *[Signature]* Clerk of Page County, Va.
 The above described bond, dated 12/15/43, presented, duly cancelled.
 Test: *[Signature]* C. C.

before
 The promissory note, for \$1,000.00, due on 1/1/44, after date, and secured in this deed, has been fully paid and satisfied.
 Test: *[Signature]* Clerk of Page County, Va.
 The above promissory bond, dated 12/15/43, presented, duly cancelled.
 Test: *[Signature]* C. C.

commission of five per centum upon the purchase money, and then the balance upon the debt herein secured at the time unpaid, all of which shall be considered and treated as due and payable whenever the funds arising from said sale shall be available for such application; and the trustee, or the one acting, is hereby authorized and empowered to negotiate the said deferred purchase money bonds, if the same can be done for their face value and accrued interest, for the purpose of more promptly closing the trust; if there should be any residue of the said purchase money, the same shall be paid to the aforesaid J. R. Mims and Ethel S. Mims, their personal representatives or assigns, or the same shall be made payable at such time and secured in such manner as the said J. R. Mims and Ethel S. Mims, their personal representatives or assigns, shall prescribe and direct, or in case of their failure to give such directions at such time and secured in such manner as the said trustee, or the one acting, shall think fit.

THE SAID PARTIES OF THE FIRST further covenant and agree to pay all taxes and levies upon the property herein conveyed so long as the debt secured herein remains unpaid, and to keep the buildings thereon constantly insured in some good and responsible fire insurance company against loss by fire in a sum of not less than Three Thousand (\$3,000.00) Dollars, for the benefit of the holder of said notes, or either of them, and to deliver the said policy to said trustee, or the one acting, and agree on their failure so to do that the holders of said notes, or either of them, may, if he sees fit, effect such insurance upon said buildings in such sum, not exceeding Three Thousand (\$3,000.00) Dollars, as he may deem adequate for the security of the debts herein secured; but that it shall not be incumbent upon said holder or holders to effect or renew any insurance upon said improvements or to pay any taxes or levies on said property but that all premiums and taxes paid therefor, if any, with interest from the time of payment shall constitute a lien under and by virtue of this deed on the property herein conveyed, and in the event of sale shall be treated as a part of the debt secured hereby, and as a part of the costs of executing this trust, and if there be no sale under this deed, then all such premiums, taxes, and levies are to be recoverable by all the remedies at law or in equity by which the debt aforesaid may be recoverable.

IT IS FURTHER COVENANTED AND AGREED between the parties hereto that should there be any default in the payment of said notes, or either of them, or in any instalment of interest thereon, as the same fall due, then the entire sum, principal and interest, shall at the option of the said M. E. Roudabush immediately become due and payable, and the trustee, or the one acting, at the request of the said M. E. Roudabush, his personal representative or assign, shall sell the property herein conveyed, on the terms and in the manner heretofore provided.

IF NO DEFAULT SHALL BE MADE in the payment of said notes, or either of them, renewal or renewals thereof, either in whole or in part, or in any instalment of interest thereon, or in any taxes, levies, or insurance premiums, then upon the request of the said parties of the first part a good and sufficient release shall be executed to them at their own proper cost and charge.

WITNESS THE FOLLOWING SIGNATURES AND SEALS, this the day and year first above written.

J. R. Mims (SEAL)

Ethel S. Mims (SEAL)