

NAME OF CLAIMANT

#186--Davis, H. C.-Carrie James

Number of Acres: 202

Location: Near Swift Run Gap.

Roads: 1/2 mile fair dirt road to Spotswood Trail in Swift Run Gap; thence seven miles to Elkton.

Soil: Sandy clay, deep and fertile over most of tract. Rocky in wooded portions; gentle to steep slopes; northwest and southwest exposure.

History of Tract and condition of timber: Most of tract cleared many years ago, grazed and cultivated since. One field Fc., exceedingly rocky. Wooded portion cut over repeatedly in past. Mixed oaks, etc.,

Improvements: (See reverse side for improvement information)

Acreage and value of types:

Types	Acreage		Value per acre	Total Value
Ridge:				
Slope:	14	@	\$10.00	\$140.00
Cove:				
Grazing Land:	172	@	41.00	7052.00
Fields Restocking:				
Cultivated Land:	13	@	35.00	255.00
Orchard:	3	@	80.00	240.00
	<u>202</u>			<u>\$7687.00</u>

Minerals:

Value of Land: \$ 7687.00

Value of Improvements: \$ 550.00

550.00
\$8237.00

Value of Orchard: \$

Value of Minerals: \$

Value of Fruit: \$

Value of Timber: \$

Value of Wood: \$

Value per acre for tract: \$ 40.77

Incidental damages arising from the taking of this tract: \$ NONE.

Geo. H. Perry

CLERK. 85

IMPROVEMENTS: Log dwelling: 16x24', 3 rooms, porch 7x16', metal roof, brick flues, 1½ story, log walls, fair condition, water supply is spring, solid foundation.
Frame barn: (new) 16x28x12', metal roof, poor condition.
Frame hen house: 10x14x8', shingle roof, poor condition.
Old log house: 21x24x12', shingle roof, poor condition.
Log feed shed: 12x14x8', shingle roof, poor condition.

County: Rockingham
District: Stonewall

186 H. C. Davis & Carrie James

Acreage Claimed: Assessed 202 Deed 202 1919
Value Claimed: \$15,000 " \$ 2800.00 " 12,500

Location: Near Swift Run Gap.

Incumbrances, counter claims, or laps: None known

Soils: Sandy clay, deep and fertile over most of tract. Rocky in wooded portions
Gentle to steep slopes. N. W. & S. ". Exposure.

Roads: 1/2 mile fair dirt road to Spotswood Trail in Swift Run Gap. Then 7 miles to Elkton.

History of tract and condition of timber: Most of tract cleared many years ago
Grazed and cultivated since. One field F.C. exceedingly rocky. Wooded
portion cut over repeatedly in past. Mixed oaks, etc. estimated to cut
an average of 6 cds. fuel wood per acre, valued at 50¢
84 cds. @ 50¢ \$42.00

Improvements: Log dwelling 16 x 24, 3 rooms, porch 7 x 16, metal roof, brick
flues, 1½ story, log walls, fair condition, water supply is spring, solid foundation \$250.00
Frame Barn (new) 16 x 28 x 12, metal roof, poor cond. 125.00
Frame hen house, 10 x 14 x 8, shingle roof, poor cond. 15.00
Log old house 21 x 24 x 12, shingle roof, poor cond. 25.00
Log feed shed 12 x 14 x 8, shingle roof, poor cond. 15.00
430.00
119 apple trees, 2½ acres @ 60.00 per acre 150.00
580.00

Note: In division of estate upon death of Davis in Nov.
1930 this place was appraised by commissioners appointed
by Court @ 10,000.00 Comm's. men M. D. Longley
Booten
Armentrout
Armentrout thot this price plenty high.

Value of land by type:		Value	Total
Type	Acreage	per acre	value
Slope	14	\$ 3.00	\$ 42.00
Grazing	168	40.00	6720.00
Tillable	13	15.00	195.00
	195		6957.00

Total value of land	\$ 6957.00
Total value of improvements	580.00
Total value of timber	42.00
Total value of tract	7579.00
Average value per acre	38.87

Claim of The Bank of Ekron, Inc.
In the Circuit Court of Rockingham County, Virginia, No. 1849, At Law.
The State Commission on Conservation and Development of the State of Virginia, Petitioner, vs. Cassandra Sawyers Ekron et al

more or less, of land in Rockingham County, Virginia, Defendants.
The undersigned, in answer to the petition of the State Commission on Conservation and Development of the State of Virginia, and in response to the notice of condemnation awarded upon the filing of said petition and published in accordance with the order of the Circuit Court of Rockingham County, Virginia, asks leave of the Court to file this as his answer to said petition and to said notice.

My name is The Bank of Ekron, Inc.

My post office address is Ekron, Va.

I claim a right, title, estate or interest in a tract or parcel of land within the area sought to be condemned, containing about 2.01 acres, on which there are the following buildings and improvements:

This land is located about 6 miles from Ekron Virginia, in the Howell Magisterial District of said County.

I claim the following right, title, estate or interest in the tract or parcel of land described above: (In this space claimant should say whether he is sole owner or joint owner, and if joint owner give names of the joint owners. If claimant is not sole or joint owner, he should set out exactly what right, title, estate or interest he has in or to the tract or parcel of land described above.)

I have a first deed of trust lien on said land securing me in the sum of \$3,800.00 with interest.

The land owners adjacent to the above described tract or parcel of land are as follows:

North

South

East

West

I acquired my right, title, estate or interest to the proceeds of this property about the year 1924 in the following manner:

By deed of trust from H. C. Davis wife L. Davis to Geo. S. Harnsberger, Trustee, dated June 21, 1924, D. S. 129, p. 505.

I claim that the total value of this tract or parcel of land with the improvements thereon is \$. I claim that the total value of my right, title, estate or interest, in and to this tract or parcel of land with the improvements thereon is \$.

I am the owner of acres of land adjoining the above described tract or parcel of land but lying outside the Park area, which I claim will be damaged by the proposed condemnation of lands within the Park area, to the extent of \$.

(In the space below should be set out any additional statements or information as to this claim which claimant desires to make; and if practicable he should also insert here a description of the tract or parcel of land by metes and bounds).

Remarks: The undersigned is only interested in said land to the extent of said lien and trusts that its rights to that extent be protected.

(Continue remarks if necessary on the back).

Witness my signature (or my name and mark attached hereto) this 12 day of February, 1930.

STATE OF VIRGINIA, COUNTY OF Rockingham, To-wit: The Bank of Ekron, Inc. by C. S. Harnsberger, Trustee

The undersigned hereby certifies that the above named claimant personally appeared before him and made oath that the matters and things appearing in his above answer are true to the best of his knowledge and belief, this 13 day of February, 1930.

My Commission Expires Feb. 18, 1933

D. Myers JR.
Clerk of the Court, or Special Investigator or Notary Public, or Justice of the Peace.

2/13/31

Filed in the Clerk's Office
Rockingham County, Va.

FEB 1931

Clerk



TO THE HONORABLE H. W. BERTRAM, JUDGE OF THE CIRCUIT COURT OF
ROCKINGHAM COUNTY

STATE COMMISSION OF CONSERVATION AND DEVELOPEMENT	)	Petitioners
)	
vs.)	
)	
CARRIE E. JAMES, and the heirs at law of Henry C. Davis, deceased, and 202 ACRES, MORE OR LESS, OF LAND IN ROCKINGHAM COUNTY, VIRGINIA	)	Defendants
)	

The petition of the First National Bank of Hinton,
of Hinton, West Virginia, respectfully represents:

That there is now pending in your Honor's Court a
proceeding instituted by the State Commission of Conservation
and Developement against Cassandra Lawson Atkins and others, and
Fifty-two Thousand Five Hundred and Sixty-one (52,561) acres,
more or less, of land in Rockingham County, Virginia, which has
for its object the condemnation of certain lands lying in the
Blue Ridge Mountain, which it desires to acquire for public
park purposes; that amongst said parcels of land there is a
certain tract containing 202 acres, known as the "Gibbons Mountain
Farm", which is located on the top of the Blue Ridge Mountain,
about five miles east of Elkton, in the State of Virginia, and
adjoining the lands of Beasley, Shifflett, Baugher/^{Morris} and others;
that by an order entered in said proceedings, commissioners were
appointed to ascertain and fix the value of said lands, and pur-
suant to said order said commissioners made and filed in said
proceedings their report in which they ascertained the value of
said lands to be \$8,237.00; that said lands were encumbered by a
certain deed of trust theretofore executed by Carrie E. James and
Paul L. James and Henry C. Davis and Rebecca S. Davis, to George
S. Harnesberger, Trustee, and subsequently, on the 6 day of
~~September~~ ^{August}, 1932, said Harnesberger as Trustee sold said lands, at

Filed in the Clerk's Office
Rockingham County, Va.

SEP 30 1932

J. Robert Shifflett
Clerk

which sale your petitioner became the purchaser thereof and is now the owner of said lands in fee simple. Your petitioner desires that said land be excluded from said Park area sought to be acquired by the plaintiff, but in the event it is not excluded your petitioner is willing to accept as compensation for said lands the value thereof as ascertained by said commissioners, to-wit: the sum of \$8,237.00.

The First National Bank of Hinton, W. Va.

[Signature]
[Signature]

THE STATE COMMISSION ON CONSERVATION AND DEVELOPMENT OF THE STATE OF VIRGINIA	)	Petitioner
)	
vs.	)	No. 1829
)	
CASSANDRA LAWSON ATKINS, et als, and 52,561 ACRES OF LAND, MORE OR LESS	)	Respondents
)	

On this 15 day of December, 1933, came the First National Bank of Hinton, of Hinton, West Virginia, by Edward C. Martz, its Attorney, and on its motion leave is given said Bank to file its application for payment to it of the sum of \$8,237.00, the amount of the award set out in the judgment of condemnation for Tract No. 186 and heretofore paid into Court.

And it appearing to the Court that the said First National Bank of Hinton, of Hinton, West Virginia, is invested with a superior or better right or claim of title in and to the said tract of land No. 186 than any other person or persons and that the record in this proceeding does not disclose any denial or dispute by any person or persons in interest as to the title to said tract No. 186, or to the proceeds arising from the condemnation thereof, and it further appearing to the Court that all taxes due on said tract No. 186 have been paid;

Upon consideration whereof, the Court doth adjudge, order and decree that said sum of \$8,237.00 paid into Court by petitioner as just compensation for tract No. 186, be paid to said First National Bank of Hinton, of Hinton, West Virginia.

And it is further ordered that the Clerk of this Court be and he is hereby directed to transmit a certified copy of this order to the Treasurer of Virginia, who shall pay unto the First National Bank of Hinton, of Hinton, West Virginia, the said sum of \$8,237.00, being the amount of the award set out in said judgment of condemnation for said tract No. 186, taking from said First National Bank of Hinton a receipt therefor, and certifying such

payment to this Court for appropriate entry thereof as required
by law.

Enter:

W. H. B.

Judge

20/10

TO WHOM IT MAY CONCERN:

This is to certify that the taxes for the years 1932 and 1933 on the tract of land, containing 202 acres, assessed in the name of Henry C. Davis and Carrie E. James, situated in Stonewall District, Rockingham County, Virginia, have been paid.

Given under my hand this 18th day of December, 1933.

Deputy

E. A. Bigler
Treasurer of Rockingham County, Va.

TO WHOM IT MAY CONCERN:

~~This is to certify that the records in my office do not show any delinquent taxes against the tract of mountain land, situated in the Blue Ridge mountains, in Stonewall District, Rockingham County, Virginia, which is assessed as containing 202 acres of land, in the name of Henry C. Davis and Carrie E. James.~~

~~Given under my hand this ____ day of December, 1933.~~

~~_____
Clerk of the Circuit Court of
Rockingham County, Virginia.~~

STATE OF VIRGINIA,

COUNTY OF ROCKINGHAM, to-wit:

I, J. Robert Switzer, Clerk of the Circuit Court of Rockingham County do hereby certify that the records in my office do not show any delinquent taxes against the tract of 202 acres of land in Stonewall District, assessed in the name of H. C. Davis and Carrie James, except for the tax year 1932, but which taxes by statement of M. H. Harrison, County Treasurer, shown herewith, have been paid in the County Treasurer's office, since said tract was returned delinquent to my office.

Given under my hand this 18th day of December, 1933.

J. Robert Switzer, Clerk
By Margaret Brannum, Deputy Clerk.

THE STATE COMMISSION ON CONSERVATION AND DEVELOPMENT OF THE STATE OF VIRGINIA	)	Petitioner
)	
vs.	)	No. 1829
)	
CASSANDRA LAWSON ATKINS, et als, and 52,561 ACRES OF LAND, MORE OR LESS	)	Defendants

Comes now the undersigned and shows to the Court:

That a judgment in rem has heretofore been entered in this proceeding condemning to the use of the petitioner the fee simple estate in the tract of land numbered Tract No. 186, and described in the report of the Board of Appraisal Commissioners appointed herein, and shown, numbered and delineated on the County Ownership Map filed therewith, upon payment into the custody of the Court the amount of the judgment as constituting the award therefor as follows:

Award on Tract No. 186, \$8,237.00.

That the report of said Board sets forth that the following named persons claim or appear to have a claim to an interest in said tract of land, or the proceeds arising from the condemnation thereof:

Carrie E. James, Rebecca S. Davis, Cora Bear, W. H. Davis, A. C. Davis, Pauline Jenkins, Rebecca F. Turner, Dorthina E. Foltz, Julia Maiden, H. J. Davis, Verone Davis, Bank of Elkton, Inc., John T. Harris, Trustee for Paul L. James, George S. Harnesberger, Guardian ad Litem for Morris Davis and Leon Davis; Henry C. Davis' Estate; and devisees or heirs at law of Henry C. Davis, deceased.

That said tract of land was formerly owned jointly by Carrie E. James and Henry C. Davis, who together with Paul L. James, the husband of Carrie E. James, and Rebecca S. Davis, the wife of Henry C. Davis, to-wit: on the 21st day of June, 1924, conveyed the same to George S. Harnesberger, Trustee, to secure a note due to the Bank of Elkton, Inc., in the sum of \$3800.00, payable six months after date, and which note was executed by said

Carrie E. James and Henry C. Davis.

That subsequently, on the 12th day of December, 1925, Henry C. Davis and Rebecca S. Davis, his wife, conveyed to John T. Harris, Trustee, the undivided half interest of said Henry C. Davis in the aforesaid tract of land, in trust to secure Paul L. James a note executed by said Henry C. Davis and Rebecca S. Davis, in the sum of \$3860.00.

That subsequently Henry C. Davis departed this life intestate, leaving surviving his widow, Rebecca S. Davis, and the following heirs at law:

Cora Bear, W. H. Davis, A. C. Davis, Pauline Jenkins, Rebecca F. Turner, Dorthina E. Foltz, Julia Maiden, H. J. Davis, Verone Davis, Morris Davis and Leon Davis, the last two being infants over fourteen years of age, all of whom are parties defendant in said proceedings.

The undersigned further avers that on the 7th day of February, 1931, Carrie E. James and Rebecca S. Davis, the widow of Henry C. Davis, and his adult heirs at law, filed their answer in the above styled condemnation proceedings, from which it appears that at that time the said Carrie E. James was the owner in fee ^{half} simple of an undivided/interest in said tract of land and that the other undivided half interest therein was owned by the heirs at law of Henry C. Davis, deceased, subject to the dower rights of his widow, said Rebecca S. Davis.

The undersigned further represents that subsequently said George S. Harnesberger, Trustee, upon the request of the Bank of Elkton, Inc., the debt secured to it in said deed of trust being past due, offered said tract of land for sale at public auction, at which time the same was knocked down to the undersigned, it being the highest bidder therefor, and a deed for said land, dated January 21st, 1933, was made to the undersigned by said George S. Harnesberger, Trustee. Said deed is duly of record in Deed Book 154, at page 58, of the Clerk's Office of Rockingham County, Virginia.

A copy of the deed of trust from Carrie E. James and husband, and Henry C. Davis and wife, and a copy of the deed from George S. Harnesberger, Trustee, to the undersigned, are filed herewith, marked "Exhibits Deeds Nos. 1 and 2", and are prayed to be read as a part hereof.

That the petitioner has paid into the custody of the \$8,237.00, the amount of money Court/set out in said judgment as constituting the award for the fee simple estate in said tract of land.

That the undersigned on the date of said judgment in rem condemning the said tract of land owned the fee simple interest therein and is entitled to the proceeds arising from the condemnation thereof, to-wit: the sum of \$8,237.00.

That no other person or persons than the undersigned are entitled to share in the distribution of said award, or in the proceeds arising from the condemnation thereof, on the date of the entry of said judgment.

WHEREFORE, your undersigned, who by its petition heretofore filed herein became a party to this proceeding, prays that an order be entered for the distribution of said sum set forth in said judgment in rem as constituting the award for the fee simple estate in said tract of land condemned as aforesaid and for the payment to the undersigned of said award, which the undersigned avers is as follows:

Tract No. 186, \$8,237.00.

THE FIRST NATIONAL BANK OF HINTON, W.VA.

By

D. P. Hines

State of West Virginia,
County of Summers, to-wit:

I, *R. C. Storer*, a Notary Public in and for
the County and State aforesaid, do certify that *O. P. VINES*,
Cashier, of the First National Bank of Hinton, of Hinton, West
Virginia, personally appeared before me in my County aforesaid
and made oath that the statement of facts contained in the fore-
going answer made upon his own knowledge, are true and those made
upon information derived from others, he believes to be true.

Given under my hand and Notarial seal this *16* day of

Dec, 1933.

R. C. Storer
Notary Public

My commission expires:

Nov. 14, 1937



THIS DEED made and entered into this 21st day of June, 1924, by and between H. C. Davis and Rebecca Davis, his wife, Carrie E. James and Paul L. James, her husband, party of the first part, and George S. Harnesberger, Trustee, party of the second part.

W I T N E S S E T H:

That for and in consideration of the sum of One Dollar cash in hand paid by the party of the second part to the parties of the first part, the receipt whereof is hereby acknowledged, and upon the trust hereinafter declared, they, the said parties of the first part do grant and convey, with general warranty of title unto the said party of the second part, that certain farm or tract of land situate in the Blue Ridge mountains in the eastern portion of Stonewall District, Rockingham County, Virginia, about three miles above the old Brick Tavern, adjoining the lands of Mathew Powell, Beasley, Warble and others, ^{long} known as the Gibbons mountain farm, containing 202 acres, being the same land acquired by H.C. Davis and Paul L. James, by deed dated Dec. 14, 1920, from Wm. B. Yancey, Special Commissioner, which deed is duly recorded in the Clerk's Office of Rockingham County, Virginia, in Deed Book 120, page 261, and by deed from Kemper W. Yancey and wife, dated January 20, 1921, which deed is duly recorded in said Clerk's Office in Deed Book 120, page 21, the interest of Paul L. James having been conveyed to Carrie E. James by deed dated April 3, 1924, which deed is duly recorded in said Clerk's Office in Deed Book 129, page 20. To all of which deeds special reference is hereby made. In trust, nevertheless, to secure the payment of a negotiable note bearing even date with this deed, which note is executed by H. C. Davis, Rebecca Davis, Carrie E. James and Paul L. James, and payable to the Bank of Elkton, Inc., six months after date in the sum of \$3800.00. In the event that there are any renew-

Exhibit No. 1.

als of said note or any part hereof, then the said renewal notes, each and every one of them shall be as fully secured by this deed of trust as the original note. It is understood and provided that in case of default in the payment of said note, or any part thereof, or any renewal of said note, or any part thereof, at maturity, then, when required by the holder of such over due note, the said Trustee shall proceed to execute this trust in pursuance of Section 5167 of the Code of Virginia, 1919, and Acts amendatory thereof, except that he shall have 5% of the gross proceeds of sale as a commission.

Witness the following signatures and seals.

_____ PAUL L. JAMES	(SEAL)
_____ CARRIE E. JAMES	(SEAL)
_____ HENRY C. DAVIS	(SEAL)
_____ REBECCA X. DAVIS	(SEAL)

Deed Book 129, p.504.

State of Virginia,
County of Rockingham, to-wit:

I, W. H. McVeigh, a Notary Public in and for the County and State aforesaid, do certify that H. C. Davis and Rebecca Davis, his wife, whose names are signed to the writing above bearing date on the 21st day of June, 1924, have acknowledged the same before me in my County aforesaid. My commission expires on the 9th day of September, 1925.

Given under my hand this 15th day of June, 1924.

W. H. McVeigh, N.P.

State of Virginia,
County of Rockingham, to-wit:

I, A. U. Lewis, a Notary Public in and for the County and State aforesaid, do certify that Carrie E. James and Paul L. James, her husband, whose names are signed to the writing above bearing date on the 21st day of June, 1924, have acknowledged the same before me in my County aforesaid. My commission expires on the 25th day of July, 1925.

Given under my hand this 8th day of July, 1924.

A.U.Lewis, N.P.

VIRGINIA: In the Clerk's Office of the Circuit Court of Rockingham County. The foregoing deed of trust was this day presented in the office aforesaid and is, together with the certificate of acknowledgment annexed, admitted to record this 16th day of July, 1924. 1.p.m.

Teste: J.F. Blackburn,
Clerk

Whereas Carrie E. James and her husband, and Henry C. Davis and his wife, by deed of trust dated June 21, 1924, which deed of trust is duly of record in the Clerk's Office for Rockingham County, Virginia, in Deed Book 129, p. 504, conveyed to George S. Harnesberger, Trustee, that certain tract or parcel of ^{grazing} land, containing 202 acres, more or less, generally known as the "Gibbons" mountain farm, situate on the Blue Ridge mountains about six miles east of Elkton, in Stonewall District, Rockingham County, Virginia, to secure the Bank of Elkton, Inc., the payment of a negotiable homestead waiver note in the sum of \$3800.00, made by the aforesaid parties of even date with said deed of trust, and payable six months after date to said Bank; and WHEREAS the makers of said note defaulted in the payment of said note, the said Carrie E. James being adjudged a bankrupt on the 20th day of May, 1932, by the United States District Court for the Western District of Virginia, the order of adjudication being duly of record in the Clerk's Office of Rockingham County, Virginia, in Deed Book 154, page 482; and WHEREAS by an order of said Court entered on the 13th day of June, 1932, the Trustee in bankrupt for Carrie E. James was directed to disclaim title for said lands; and WHEREAS the Bank of Elkton, Inc., the holder of said note, after default had continued in the payment of said note for some time, requested the Trustee in said deed of trust to foreclose the same; and WHEREAS after due and full compliance with the terms of said deed of trust the land hereinabove described was sold at public auction at the front door of the County Courthouse, in Harrisonburg, Virginia, after competitive bidding to the First National Bank of Hinton, at Hinton, West Virginia, for the sum of \$4,650.00 cash, which sum said Bank as now fully paid to the Trustee, and said Bank requests that a deed be made to it for said land;

Now, therefore, THIS DEED, made and entered into this 21st day of January, 1933, by and between George S. Harnesberger, Trustee as aforesaid, party of the first part, and the First

Exhibit No. 2.

National Bank of Hinton, at Hinton, West Virginia, party of the second part.

W I T N E S S E T H:

THAT for and in consideration of the sum of \$4,650.00 cash in hand paid by the party of the second part to the party of the first part, the receipt whereof is hereby acknowledged, the said party of the first part doth grant and convey, with special warranty of title unto the said party of the second part that said tract or parcel of grazing land, with the improvements thereon and the appurtenances thereunto belonging, generally known as the "Gibbons" mountain farm, containing 202 acres, more or less, situate in the Blue Ridge mountains, about six miles east of Elkton, in Stonewall District, Rockingham County, Virginia, it being the same land conveyed by Wm. B. Yancey, Special Commissioner, to H. C. Davis and Paul L. James, by deed dated December 14, 1920, which deed is duly of record in said Clerk's Office, in Deed Book 120, p. 261; and in which lands Kemper W. Yancey and wife by deed dated January 22, 1921, conveyed to said purchasers certain rights therein set forth, and in which land Paul L. James, by deed dated April 3rd, 1924, which deed is duly of record in said Clerk's Office in Deed Book 129, page 20, conveyed his interest and estate to Carrie E. James. To all of which deed special reference is hereby made for a more particular description of said lands. The purchaser herein is to pay the taxes on said lands from and after August 6, 1932.

Witness the following signature and seal.

George S. Harnesberger, Trustee (SEAL)
as aforesaid.

Recorded in Deed Book 154,
at page 58, of the Clerk's
Office of Rockingham County.

State of Virginia,

City of Harrisonburg, to-wit:

I, L. T. Flick, a Notary Public in and for the City and State aforesaid, ^{hereby} do/certify that George S. Harnesberger, Trustee as aforesaid, whose name is signed to the writing above bearing date on the 21st day of January, 1933, has acknowledged the same before me in my City aforesaid.

My commission expires on the 4th day of May, 1933.

Given under my hand this 23rd day of January, 1933.

L. T. Flick, N.P.

VIRGINIA: In the Clerk's Office of the Circuit Court of Rockingham County. The foregoing deed of BARGAIN AND SALE was this day presented in the office aforesaid and is, together with the certificate of acknowledgment annexed, admitted to record this 3rd day of February, 1933. 9.15 a.m.

Teste:

J. Robert Switzer

Clerk.

misc
in this file

IN THE CIRCUIT COURT OF ROCKINGHAM COUNTY

THE STATE COMMISSION ON
CONSERVATION AND DEVELOPEMENT

) Petitioners

vs.

) No 1829 At Law

CARRIE E. JAMES & THE HEIRS-AT-LAW
OF HENRY C. DAVIS, DEC'D, & 202
ACRES, MORE OR LESS, OF LAND IN
ROCKINGHAM COUNTY, VIRGINIA

) Filed in the Clerk's Office
Rockingham County, Va.

FEB 27, 1931

) Defendants

J. Robert Skelton
Clerk

Respondents for answer to the petition of the State Commission on Conservation and Developement of the State of Virginia, say:

That Respondents names are:

Carrie E. James, Rebecca S. Davis, Cora B. Davis, Willie Davis, Clarence Davis, Julia Maiden, wife of Dennis M. Maiden; Reba Turner, the wife of Minor Turner; Dorothy Foltz, the wife of Arch Foltz; Pauline Jenkins, the wife of David J. Jenkins; Howard Davis and Vernon Davis.

That the postoffice address of all of your Respondents is Elkton, Virginia, R. F. D. No.2.

Your Respondent, Carrie E. James, avers that she is the owner in fee simple of an undivided one-half interest in a tract of land within the area sought to be condemned by said petitioner, containing 202 acres, which is enclosed, as well as subdivided, by fences and has erected thereon a house and barn, and has thereon an orchard of ~~five~~ ³ acres of improved apple trees.

AND your other Respondents aver that they, together with Maurice Davis and Leon Davis, as the widow and heirs-at-law of Henry C. Davis, ^{dec'd,} are the owners in fee simple of the other undivided one-half interest in said tract of land.

That said land is located on top of the Blue Ridge Mountain, about five miles east of Elkton, in Stonewall District, and adjoins

the lands of Beasley, L. N. Shifflett, Elsie B. Baugher, S. G. Morris and others.

Respondents further represent that said tract of land was on the 21st day of June, 1919, purchased by H. C. Davis and Respondent, Carrie E. James' husband, Paul L. James, from William B. Yancey, Special Commissioner of the Circuit Court of Rockingham County, and for which said lands said purchasers paid the sum of \$12,500.00. A copy of the deed therefor is filed herewith, marked Exhibit A and prayed to be read as a part hereof.

That subsequently, by deed dated the 3rd day of April, 1924, the said Paul L. James, conveyed his undivided one-half interest in said tract of land to your Respondent, Carrie E. James. A copy of said deed is filed herewith, marked Exhibit B. and prayed to be read as a part hereof.

Respondents further aver that the total value of said tract of land with improvements thereon is \$15,000.00, and that the total value of Respondent, Carrie E. James', right therein is \$7,500.00, and that the total value of the right of the heirs-at-law of Henry C. Davis, deceased, therein is \$7,500.00.

Your Respondent, Carrie E. James, further avers that she is the owner of a very valuable farm, containing about 335 acres, situated on the Shenandoah River, in the eastern part of Rockingham County, about two miles north of Elkton and that she is the lessee of another valuable tract of land containing about 90 acres, adjoining her said farm and which said lands adjoin the lands of Stella R. Miller, James Armentrout, Luther Davis and others; that said lands are all under cultivation and with the exception of about 75 acres of orchard, are farmed in rotation of crops; that Respondent is also engaged in the business of raising cattle, sheep, hogs and horses.

Respondent, Carrie E. James, further represents that, desiring to increase the value of the operation of her lands by raising cattle and other livestock, she entered into an agreement with Henry C. Davis, whereby they agreed to raise livestock and in order to have pasturage for the same, Respondent, Carrie E. James, through her husband, Paul L. James and said Davis, on the 21st day of June, 1919, purchased the aforesaid tract of 202 acres of land which is as aforesaid, located on the top of the Blue Ridge Mountain, and is known as the "Gibbons Mountain Farm," and which, as Respondents aver is one of the most valuable blue grass grazing farms in the Blue Ridge Mountains.

That ever since the purchase of said farm, Respondent, Carrie E. James, through her husband, the said Paul L. James and the said Davis, up to the time of his death on the 12th day of September, 1930, and since his death his widow and heirs-at-law, who are also Respondents herein, have used said mountain farm for pasturage, which farm has thereon a heavy sod of blue grass, with the probable exception of four acres. Said land is also exceptionally well supplied with water from various springs thereon.

THAT on said mountain farm Respondent, Carrie E. James and said Davis, since said purchase, have kept, during the pasturage season, from seventy-five (75) to ninety (90) head of cattle; from one hundred (100) to two hundred (200) head of sheep; along with a lot of hogs, and at the end of each of such seasons said cattle have been carried on Respondent, Carrie E. James' Shenandoah River farm.

That Respondent, Carrie E. James, and said Davis have kept said lands enclosed by fences and have expended thereon, including a cattle shed recently rebuilt, approximately \$500.00, (the barn on said lands having been destroyed by fire).

That as set forth above Respondents aver that said mountain farm is worth at the least, the sum of \$15,000.00 and that the incidental damage to the Shenandoah River farm, belonging to Respondent, Carrie E. James, they believe will be at least \$5,000.00, because, by the taking of said mountain farm by petitioner, her cattle raising operations will not simply be curtailed but practically destroyed, and she will further be deprived of the benefit accruing to her said Shenandoah River farm by feeding said stock thereon through the winter months.

That Respondent, Carrie E. James, and said Henry C. Davis have on different occasions been offered from \$17,000.00 to \$20,000.00 for said mountain farm which offers were refused because it was necessary for the profitable operation of her 335 acre farm on said Shenandoah River, and it is a most necessary adjunct to the continuance of the cattle raising operations by Respondents.

Your Respondents further represent that all of the grazing lands within any reasonable distance of the Shenandoah River farm owned by your Respondent, Carrie E. James, ^{are} embraced in the area sought to be condemned by petitioner and that there are no available lands within any reasonable distance of said Shenandoah River farm which can be acquired for grazing lands and by reason of being deprived of said mountain farm, Respondents will be unable to acquire lands to replace the same at anything like the value thereof as aforesaid, or which will be as conveniently located to said Shenandoah River farm.

Respondents further represent that by deed of date, June 21, 1924, and duly of record in the Clerk's office of Rockingham County, a copy of which deed is filed herewith, marked Exhibit C, and prayed to be read as a part hereof, your Respondent, Carrie E.

James, her husband uniting, and H. C. Davis, his wife uniting, conveyed said tract of 202 acres of land to George S. Harnsbarger, Trustee, in trust to secure a certain negotiable note, executed by the grantors in said deed to the Bank of Elkton, Inc., for the sum of \$3800.00.

Respondents further represent that by deed dated the 22nd day of December, 1925, said Henry C. Davis, his wife uniting, conveyed their undivided interest in said 202 acres of land to John T. Harris, Trustee, to secure to Paul L. James, the payment of a certain note executed to him by said Henry C. Davis, and wife, for the sum of \$3860.00, with interest from date. A copy of said deed is filed herewith, marked Exhibit D and is prayed to be read as a part hereof. That the amounts secured by both of said deeds of trust are past due and unpaid.

Your Respondents further represent that Henry C. Davis, who was the owner of an undivided one-half interest in said 202 acre mountain farm, departed this life intestate on the 12th day of September, 1930, leaving surviving him his widow, your Respondent, Rebecca S. Davis and the following children as his sole heirs-at-law:

Cora B. Davis, Willie Davis, Clarence Davis, Julia Maiden, the wife of Dennis Maiden; Reba Turner, the wife of Minor Turner; Dorothy Foltz, the wife of Arch Foltz; Pauline Jenkins, the wife of David Jenkins; Howard Davis, all over 21 years of age, and Maurice Davis, who is 18 years of age and Leon Davis, who is 15 years of age.

Your Respondents pray that a guardian ad litem may be appointed to defend the interest of the two infant defendants aforesaid.

~~XX~~

Your Respondents therefore pray that their said mountain farm of 202 acres may be excluded from the lands sought to be condemned by petitioner and if not so excluded, as it will be many years before said lands are used for the purposes of said petitioner, that provision may be made for their use by Respondents until such time as the same may be necessary for petitioner's purposes.

And your Respondents having fully answered said petition, pray to be hence dismissed, etc.

WITNESS the following signatures this 14 day of February, 1931.

C. E. J.	<u>Carrie E. James</u>
R. S. D.	<u>Rebecca A. Davis</u>
C. B. D.	<u>Cora Bean by Rebecca Davis</u>
H. D.	<u>W. H. Davis</u>
C. D.	<u>A. L. Davis</u>
J. M.	<u>Pauline Jenkins by Rebecca</u>
R. J.	<u>Reba F. Turner</u>
D. F.	<u>Dorothy E. Hunt</u>
P. J.	<u>Julia Maiden by Rebecca D.</u>
H. D.	<u>H. J. Davis</u>
V. D.	<u>Verane Davis by Rebecca D.</u>

Washington
~~Virginia~~
District of Col.

~~Rockingham~~ County, to-wit:

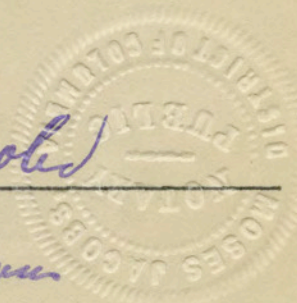
The undersigned hereby certifies that Carrie E. James ~~and~~
~~Rebecca A. Davis~~, above named claimants, personally appeared
before him and made oath that the matters and things appearing
in the above answer are true to the best of their knowledge
and belief.

Dated, this 12th day of February, 1931.

Wm. Jacob

NOTARY PUBLIC

Commission Expires
4-10-31.



STATE OF VIRGINIA

COUNTY OF ROCKINGHAM to-wit:

I, H. B. C. Gentry a Notary Public in and for said County in the State of Virginia, whose commission expires on the 19th day of December 1931, do certify that Rebecca S. Davis whose name is signed to the foregoing writing bearing date on the 14th day of February 1931, has personally appeared before me and acknowledged the same in my County aforesaid.

Given under my hand this 14th day of February 1931.

H. B. C. Gentry

NFP

The State Commission
on Emigration and
Development

✓ * 1879

Address of Cairn E
James et al

Edward C. May
Clerk

DR 120 P. 261

WHEREAS, by decree entered in the chancery cause of T. L. Yancey vs. Mary A. Yancey &c. on the 12th day of May, 1919, George N. Conrad and William B. Yancey, who were thereby appointed Commissioners for the purpose, were directed that the sale of what has long been known as the Gibbons Mountain Farm, containing about 202 acres, situate in the Blue Ridge Mountains, in Rockingham County, Virginia, about three miles above the old brick tavern, and WHEREAS, acting in accordance with directions of said decree, said commissioners did after due advertisement of the time, terms and place of sale as thereby provided on the 21st day of June, 1919, offer said mountain farm for sale at public auction at the front door of the County Courthouse, in Rockingham County, at which offering said farm was sold to H. C. Davis and Paul L. James at the price of \$12,500.00, one-fourth of which said amount the said purchasers paid in cash, and for the balance executed their three bonds of even date herewith for \$3,125.00, each, and payable one, two and three years after date, respectively, with interest from date, and WHEREAS, by decree entered in said cause on the 8th day of July, 1919, said sale of said mountain farm to the said H. C. Davis and Paul L. James was approved and confirmed and the said William B. Yancey was appointed Specila Commissioner for the purpose and directed to execute a conveyance for said farm with covenant of special warranty, to the said H. C. Davis and Paul L. James, or to whomsoever they may direct, upon the payment by said purchasers of said three bonds of \$3,125.00 each, but by said decree said bonded commissioner was given leave to sell and assign the said bonds for the deferred payments for an amount equal to the face value thereof, plus any interest which may have accrued thereon, to the date of sale, in which event the said William B. Yancey, Commissioner

was directed to make conveyance of said farm, retaining in the same a lien to secure the payment of the bonds to the assignee or assignees of the same and WHEREAS, acting in accordance with the leave granted by said last named decree and said William B. Yancey, Commissioner, after receiving payment of the first deferred bond, did, on the 22nd day of November, 1920, make sale and assignment of the bonds due two and three years after date, respectively, the bond due two years after date having been assigned to Laird L. Conrad, as General Receiver of the Circuit Court of Rockingham County, Virginia, and the bond due three years after date having been contemporaneously assigned to T. L. Yancey and WHEREAS, in accordance with the provisions of said decree of July 8th, 1919, a conveyance of said farm should now be made and the said H. C. Davis and Paul L. James, having directed that the same be conveyed to them jointly as purchased, NOW THEREFORE,

THIS DEED, made this 14th day of December, 1920, by and between Wm. B. Yancey, Special Commissioner in the chancery cause of T. L. Yancey vs. Mary A. Yancey &c., party of the first part and H. C. Davis and Paul L. James, parties of the second part.

W I T N E S S E T H:

That for and in consideration of the premises, and of \$1.00, cash in hand paid to the party of the first part, the receipt hereof is hereby acknowledged, he the said William B. Yancey, Special Commissioner aforesaid, doth hereby grant and convey, with covenanxts of special warranty, unto the said H. C. Davis and Paul L. James, all of that certain mountain farm, or tract of land situate in the Blue Ridge Mountains, in Rockingham

County, Virginia, about three miles above the old brick tavern, adjoining the Beasley, Warble and other lands, long known as the Gibbons Mountain Farm, containing according to survey made by P. B. F. Good, S. R. C., on March 31st, 1919, 202 acres and described by metes and bounds as follows:

BEGINNING at three chestnut stumps, corner of the "Mathew Powel" tract of land, thence S. 2 W. 40 poles, to the middle of a Spring, thence S. 1 1/2 W. 29 poles to a large cherry tree in a small hollow, thence S. 12 W. 53 poles to a dead chestnut on a stony hillside in the line of the said Powel tract, thence with the line of the same, N. 51 W. 44 poles to a large chestnut, thence S. 64 W. 22 poles to two chestnuts, thence S. 5 W. 22 poles to a forked locust, thence S. 38 W. 34 poles to a bunch of chestnuts, thence S. 22 W. 39 poles to a bunch of chestnuts, thence S. 55 W. 38 poles to a red oak and two chestnuts, thence N. 47 W. 35 poles to a chestnut, thence N. 30 W. 20 poles to a chestnut, thence N. 40 W. 40 poles to a chestnut and chestnut oak, thence N. 10 E. 28 poles to a chestnut, thence N. 46 W. 84 poles to a chestnut, thence N. 30 E. 26 poles to a chestnut oak on a stony ridge, thence east 24 poles to a large chestnut on the north side of a steep hill, thence N. 30 E. 80 poles to two chestnuts and a hickory in an old patent line near a spring, thence S. 54 E. 88. 5 poles to two small chestnuts and a rock, thence S. 52 1/2 E. 37 poles to a large and small chestnut, thence N. 62 E. 80 poles to the BEGINNING, containing 202 acres.

A vendor's lien is hereby expressly retained upon the land herein conveyed to secure unto the holders thereof the payment of the said two bonds of \$3,125.00 each aforesaid, of June 21st, 1919, due two and three years after date, respectively, executed by the grantees, H. C. Davis and Paul L. James, evidencing deferred payments of a portion of the purchase price for said

land, which said two bonds were assigned as aforesaid and are now so owned and held. This conveyance is made for the grantor herein on behalf of Thomas L. Yancey, Mary A. Yancey, Mary V. Yancey, Robert S. Yancey, Lois R. Yancey, Charlotte Yancey and Mildred L. Yancey, the five last named being of the heirs of William L. Yancey, deceased.

WITNESS the following signature and seal.

WILLIAM B. YANCEY

(SEAL)

Special Commissioner

DB. 129 P. 20

THIS DEED made the 3rd day of April, 1924, between Paul L. James, party of the first part and Carrie E. James, party of the second part.

W I T N E S S E T H:

That for and in consideration of the sum of \$4,000.00, cash in hand paid, the receipt of which is hereby acknowledged, and the assumption and payment by party of the second part of one-half of a certain negotiable note, executed by Paul L. James and H. C. Davis, payable to the Bank of Elkton, at Elkton, Virginia, four months after date, for the sum of \$3763.59, which note is dated February 22, 1924, said party of the first part doth grant and convey unto the party of the second part with general warranty of title, an undivided one-half interest in and to a certain tract or parcel of land situated in the Blue Ridge Mountains, in Rockingham County, Virginia, about three miles above the old Brick Tavern, and which lands adjoin the lands of Beasley, Warble and others, and contains by a recent survey, 202 acres, and is known as the "Gibbons Mountain Farm", and is the same land which was conveyed to H. C. Davis and Paul L. James by William B. Yancey, Special Commissioner, by deed dated December 14th, 1920, which deed is duly of record in Deed Book 120, at page 261, of the Clerk's office of Rockingham County, to which reference is here made for a more particular description of said lands.

WITNESS the following signature and seal.

PAUL L. JAMES

(SEAL)

D.B. 129 P. 504

THIS DEED made and entered into this 21st day of June, 1924, by and between H. C. Davis and Rebecca Davis, his wife, Carrie E. James and Paul L. James, her husband, par/^{ties} of the first part and George S. Harnsbarger, Trustee, party of the second part.

W I T N E S S E T H:

That for and in consideration of the sum of \$1.00, cash in hand paid by the party of the second part to the parties of the first part, a receipt whereof is hereby acknowledged and upon the trust hereinafter declared, they, the said parties of the first part do grant and convey, with general warranty of title, unto the said party of the second part that certain farm or tract of land situate in the Blue Ridge Mountains, in the eastern portion of Stonewall District, Rockingham County, Virginia, about three (3) miles above the old Brick Tavern, adjoining the lands of Matthew Powell, Beasley, Warble and others, long known as the Gibbons Mountain Farm, containing two hundred and two (202) acres, being the same land acquired by H. C. Davis and Paul L. James by deed dated December 14th, 1920, from Wm. B. Yancey, Special Commissioner, which deed is duly recorded in the Clerk's Office of Rockingham County, Virginia, in D. B. 120, p. 261, and by deed from Kemper W. Yancey and wife, dated, January 22nd, 1921, which deed is duly recorded in said Clerk's Office in D. B. 120, page 21, the interest of Paul L. James having been conveyed to Carrie E. James, by deed dated April 3rd, 1924, which deed is duly recorded in said Clerk's office in D. B. 129, p. 20. To all of which deeds special reference is hereby made.

IN TRUST NEVERTHELESS, to secure the payment of a negotiable note bearing even date with this deed, which note is executed by H. C. Davis, Rebecca Davis, Carrie E. James and Paul L. James

and payable to the Bank of Elkton, Incorporated, six (6) months after date in the sum of thirty-eight hundred dollars (\$3800.00).

In the event that there are any renewals of said note or any part thereof, then the said renewal notes, each and every one of them, shall be as fully secured by this deed of trust as the original note. It is understood and provided that in case of default in the payment of said note, or any part thereof, or any renewal of said note, or any part thereof, at maturity, then, when required by the holder of such over-due note, the said Trustee shall proceed to execute this trust in pursuance of Sec. 5167 of the Code of Virginia, 1919, and Acts amendatory thereof, except that he shall have 5% of the gross proceeds of sale as his commission.

WITNESS the following signatures and seals.

PAUL L. JAMES (SEAL)

CARRIE E. JAMES (SEAL)

H. C. DAVIS (SEAL)

REBECCA DAVIS (SEAL)

D.B. 133 P. 523

THIS DEED, made this 22nd day of December, 1925, by and between Henry C. Davis and Rebecca S. Davis, his wife, parties of the first part and John T. Harris, Trustee, party of the second part, all of Rockingham County, Virginia.

W I T N E S S E T H:

In consideration of the sum of \$1.00, cash in hand paid to the parties of the first part by the party of the second part, the receipt whereof is hereby acknowledged, at and before the sealing and delivery of these presents, and upon the trust hereinafter declared, the said Henry C. Davis and Rebecca S. Davis, his wife, do hereby grant and convey unto the said John T. Harris, with general warranty, all the right, title, interest and estate owned by the parties of the first part, being a one-half undivided share or interest in and to that certain tract or parcel of land, long known as the Gibbons Mountain Farm, situate in the eastern portion of Rockingham County, Virginia, on the Blue Ridge, about five (5) miles from Elkton, adjoining the lands of Beasley, Warble and others, containing two hundred and two (202) acres, more or less, and being the same tract of land conveyed to Paul L. James and H. C. Davis, by Wm. B. Yancey, Special Commissioner of the Circuit Court of Rockingham County, in the chancery cause of T. L. Yancey, etc. v. Mary A. Yancey, by deed bearing date the 14th day of December, 1920, and admitted to record in the Clerk's office of Rockingham County, Virginia, in D. B. 120, p. 261, reference to which deed for a description of said tract for metes and bounds is here made as though fully written out herein; together with all the rights, appurtenances, privileges and easements unto the said parcel of land belonging or in any wise appertaining.

IN TRUST, NEVERTHELESS, to secure the payment unto Paul L. James, of the sum of thirty-eight hundred and sixty dollars (\$3860.00) as evidenced by the note made by Henry C. Davis and Rebecca S. Davis, payable to Paul L. James, bearing even date herewith and due six (6) months after date, with interest from date, in the sum of \$3860.00, and likewise to secure the payment of any renewal or renewals of said note in whole or in part.

It is hereby expressly agreed between the parties hereto in the event there is default made in the payment of said indebtedness or the interest thereon, as the same matures, or default made in the payment of any renewal of said note, whether such renewal by in whole or part thereof, then the Trustee shall, upon the request of the owner of said note, proceed to execute this trust in accordance with Sec. 5167 of the Code of Virginia, and the Acts of Assembly amendatory thereof and from the proceeds of sale the Trustee shall first pay all the expenses attending the execution of this trust, including the payments to agents and Attorneys for services rendered, then the auctioneer's fees and the Trustee's commission of 5% on the gross proceeds of sale for his services in making the sale, and all taxes and levies accrued at the time of the sale and shall then pay the indebtedness hereby secured in full with the interest accrued thereon and pay the remainder to the said Henry C. Davis, his heirs, personal representatives or assigns.

WITNESS the following signatures and seals.

HENRY C. (X) DAVIS (SEAL)
his mark

REBECCA S. DAVIS (SEAL)

Witness to signature of Henry
C. Davis:

H. B. C. Gentry

IN THE CIRCUIT COURT OF ROCKINGHAM COUNTY

THE STATE COMMISSION ON CONSERVATION AND DEVELOPMENT OF THE STATE OF VIRGINIA	)	Petitioner
)	
vs.	)	No. 1829
)	
CASSANDRA LAWSON ATKINS, and others	)	Respondents
)	

The petition of the First National Bank of Hinton, of Hinton, West Virginia, respectfully represents:

That there is now pending in your Honor's Court a proceeding instituted by the State Commission on Conservation and Development of the State of Virginia, under the style above mentioned, which has for its object the acquisition by condemnation ^{along with other lands,} of a tract of 202 acres of land, more or less, situated in the Blue Ridge Mountains, in the eastern part of Rockingham County, about five miles east of Elkton;

That said tract of land was formerly owned jointly by Carrie E. James and Henry C. Davis, and while the owners thereof, (together with Paul L. James, the husband of Carrie E. James, and Rebecca S. Davis, the wife of Henry C. Davis) to-wit, on the 21st day of June, 1924, executed a deed conveying the same to George S. Harnesberger, Trustee, to secure a note due to the Bank of Elkton, Incorporated, in the sum of \$3800.00, payable six months after date, and which note was executed by said Carrie E. James and said Henry C. Davis.

That subsequently, on the 12th day of December, 1925, Henry C. Davis, and Rebecca S. Davis, his wife, conveyed to John T. Harris, Trustee, the undivided one-half interest of said Henry C. Davis in the aforesaid tract of 202 acres of land, in trust to secure Paul L. James a note executed by said Henry C. Davis and Rebecca S. Davis in the sum of \$3860.00.

That subsequently, Henry C. Davis departed this life in-

Tract # 186

testate, leaving surviving his widow, Rebecca S. Davis, and the following heirs at law: Cora Bear, W. H. Davis, A. C. Davis, Pauline Jenkins, Rebecca F. Turner, Julia Maiden, H. G. Davis, Verone Davis, Morris Davis and Leon Davis, the last two being infants over fourteen years of age.

Your petitioner further avers that on the 7th day of February, 1931, Carrie E. James and Rebecca S. Davis, the widow of Henry C. Davis, and his adult heirs at law, filed their answer in the above styled condemnation proceeding, from which it appears that at that time said Carrie E. James was the owner in fee simple of an undivided one-half interest in said tract of mountain land, which is commonly known as the "Gibbons Mountain Farm", and that the fee simple title in the other undivided one-half interest therein was owned by the heirs at law of said Henry C. Davis, deceased, subject to the dower rights of his widow, Rebecca S. Davis.

Your petitioner further represents that subsequently, on the ____ day of _____, 1932, said Harnesberger, Trustee, upon the request of the Bank of Elkton, Incorporated, the debt secured in said deed of trust being then past due, offered said tract of 202 acres of land for sale at public auction, at which time the same was knocked down to your petitioner, it being the highest bidder, and a deed therefor, dated January 21, 1933, was made to your petitioner by said Harnesberger, Trustee. Said deed is duly of record in Deed Book 154, at page 58, of the Clerk's Office of Rockingham County, and a copy of the same is filed herewith as a part hereof.

Your petitioner further represents that as appears from the report of the Board of Appraisal Commissioners heretofore filed in the above styled proceedings, and the petition for judgment and condemnation, that the said Carrie E. James and the widow and heirs

at law of Henry C. Davis, deceased, all of whom are parties in said proceedings, were the owners in fee simple of the said tract of 202 acres of land, but as hereinabove set forth your petitioner avers that it is now the owner in fee simple of said tract of land, having succeeded to the title thereto by reason of the purchase by it of said land at the sale thereof made by said Harnesberger, Trustee, and avers that it is invested with the superior or better right or claim of title in and to the said tract of land, which is designated in said proceedings as tract No. 186, and the appraised value whereof has been ascertained and fixed in these proceedings by said Commissioners at the sum of \$8,237.00, as appears from their report hereinabove referred to, and therefore your petitioner is entitled to receive the proceeds arising from any expropriation of said tract No. 186.

Your petitioner further avers that the record in this proceeding does not disclose any denial or dispute by any party or person in interest as to the title to said tract No. 186, or to the proceeds arising from the condemnation thereof and the said statements in the petition of condemnation as to the title to said land in said James and Davis was true at the time said report was made and that the only change in the title is that whereby the same became vested as aforesaid in your petitioner, and your petitioner avers that it has the absolute title in fee simple and unencumbered to said tract No. 186.

WHEREFORE, your petitioner prays that it be allowed to file this its petition in the above styled condemnation proceedings and to become a party thereto; that an order may be entered therein directing, when paid into Court, that there be paid to your petitioner the aforesaid sum of \$8,237.00, the amount of the award set out in the report of said commissioners for tract No. 186. And your petitioner hereby applies to the Court, or to the Judge thereof in vacation, for an order or judgment for the payment of said fund, when

paid into Court, to petitioner on the grounds hereinabove set forth. And your petitioner will ever pray, &c.

*First National Bank of
Hinton - West Virginia*
By Counsel

Edward C. Murphy
Of Counsel

WHEREAS Carrie E. James and her husband, and H. C. Davis and his wife, by deed of trust dated Jun2 21, 1924, which deed of trust is duly recorded in the Clerk's Office for Rockingham County, Virginia, in Deed Book 129, page 504, conveyed to Geo.S. Harnesberger, Trustee, that certain tract or parcel of grazing land, containing 202 acres, more or less, generally known as the "Gibbons" mountain farm, situate on the Blue Ridge mountain about six miles east of Elkton, in Stonewall District, Rockingham County, Virginia, to secure the Bank of Elkton, Inc., the payment of a negotiable homestead waiver note in the sum of \$3800.00 made by the aforesaid parties of even date with said deed of trust and payable six months after date to said Bank; and, WHEREAS, the makers of said note defaulted in the payment of said note, the said Carrie E. James, being adjudged a bankrupt on the 20th day of May, 1932, by the United States District Court for the Western District of Virginia, the order of adjudication being duly of record in the Clerk's Office for Rockingham County, Virginia, in Deed Book 154, p.482; and, WHEREAS by an order of said Court entered on the 13th day of June, 1932, the Trustee in bankruptcy for Carrie E. James was directed to disclaim title for said lands; and WHEREAS, the Bank of Elkton, Inc., the holder of said note, after default had continued in the payment of said note for some time, requested the Trustee in said deed of trust to foreclose the same; and WHEREAS, after due and full compliance with the terms of said deed of trust the land hereinabove described was sold at public auction at the front door of the County Courthouse, in Harrisonburg, Virginia, after competitive bidding, The First National Bank of Hinton, at Hinton, West Virginia, for the sum of \$4600.00 cash, which sum said Bank as now fully paid to the Trustee, and said Bank requests that a deed be made to it for said land;

NOW, THEREFORE, THIS DEED made and entered into this 21st day of January, 1933, and between George S. Harnesberger, Trustee, as aforesaid, party of the first part, and the First National Bank of Hinton, at Hinton, West Virginia, party of the second part;

W I T N E S S E T H:

That for and in consideration of the sum of \$4600.00 cash in hand paid by the party of the second part to the party of the first part, the receipt whereof is hereby acknowledged, the said party of the first part doth grant and convey with special warranty of title unto the said party of the second part, that certain tract or parcel of grazing land, with improvements thereon and the appurtenances thereunto belonging, generally known as the "Gibbons" mountain farm, containing 202 acres, more or less, situate on the Blue Ridge Mountains about six miles east of Elkton, in Stonewall District, Rockingham County, Virginia, it being the same land conveyed by Wm. B. Yancey, Special Commissioner, to H. C. Davis and Paul L. James, by deed dated December 14, 1920, which deed is duly of record in said Clerk's Office in D.B.120, p. 261; and in which lands Kemper W. Yancey and wife, by deed dated January, 22, 1921, conveyed to said purchasers certain rights therein set forth and in which land Paul L. James, by deed dated April 3, 1924, which deed is duly of record in said Clerk's Office in D.B. 129, p. 20, conveyed his interest and estate to Carrie E. James, to all of which deeds special reference is hereby made for a more particular description of said lands. The purchaser herein is to pay the taxes on said lands from and after August 6, 1932.

Witness the following signature and seal.

Geo. S. Harnesberger, Trustee (SEAL)
as aforesaid.

Petitioner

No. 1829

Respondents

But
How

11/2/33

$$\frac{20}{24}$$



Commonwealth of Virginia

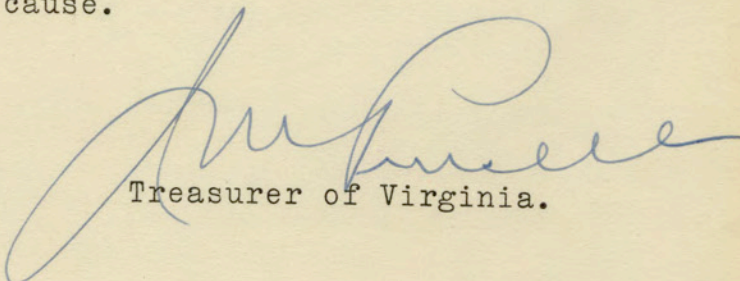
TREASURER'S OFFICE

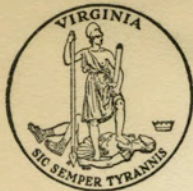
RICHMOND, VA.

JOHN M. PURCELL
TREASURER OF VIRGINIA

December 22, 1933

This is to certify that I, J. M. Purcell, Treasurer of Virginia have this 22 day of December in accordance with an order of the circuit court of Rockingham County dated 12/18/33 in the cause of the State Commission on Conservation and Development of the State of Virginia vs. Cassandra Lawson Atkins paid to First National Bank of Hinton, Hinton, West Virginia \$ 8,237.00 being in full settlement of tract # 186 in the above mentioned cause.


Treasurer of Virginia.



JOHN M. PURCELL
TREASURER OF VIRGINIA

Commonwealth of Virginia

TREASURER'S OFFICE

RICHMOND, VA.

December 22, 1933

First National Bank of Hinton

Hinton, West Virginia

Received of J. M. Purcell, Treasurer of
Virginia, the sum of \$ 8,237.00, in accordance
with an order of the Circuit Court of the county
of Rockingham entered on the 18th day
of December 193 3, in the matter of the State
Commission on Conservation and Development v Cassandra
Lawson Atkins, et als and
52,561 acres of land more or less and others, being
full and complete settlement for the tract of land
known in said proceeding as # 186.

THE FIRST NATIONAL BANK OF HINTON

By J. P. Hines
Cashier

Sign original and duplicate
and return to the Treasurer
of Virginia.