

Alfred B. Horner  
to J B  
Annie H. Green  
Exact date to Annie H. Green this 4 May 1914  
T.E.B.

THIS DEED made this eleventh day of April 1914, between Alfred B. Horner (single) party of the first part and Annie H. Green, party of the second part. WITNESSETH: That for and in consideration of the sum of four hundred dollars (\$400.00) cash in hand paid by the party of the second part to the said party of the first part the receipt of which at and before the sealing and delivery of this deed is hereby acknowledged, he the said Alfred B. Horner, party of the first part has bargained, granted and sold, and by these presents does hereby grant, bargain, sell and convey with general warranty unto the said Annie H. Green party of the second part all that certain lot of land on the Western side of Hayti Street in the Town of Warrenton, Fauquier County, Virginia, beginning at the Southeastern corner of the lot of Ora E. Baker on the western side of Hayti Street; thence westerly with said said Baker's lot 74 1/4 feet to the Southwestern corner of said lot of Ora E. Baker and Alfred B. Horner's lot; thence Southerly 79 feet to a stone in Alfred B. Horner's land; thence Easterly 77 feet to Hayti Street; thence northerly with the said Hayti Street 83 feet to the beginning CONTAINING six thousand two hundred and thirty square feet (6230 sq ft) be the same more or less. The same being part of lot No. 11 of "Ice Pond Lot" allotted to Charles G. Horner and part of Lot No. 12 of "Ice Pond Lot" allotted to Alfred B. Horner in the division of the estate of the late G R B Horner in the Chancery suit of "Belt vs Horner" recorded in Deed Book 86 page 297, of the records of Fauquier Circuit Court, 2 October 1895, reference to which is here made; reference also being made to the deed from Charles G. Horner to Alfred B. Horner dated 24 August 1906 and recorded in DB 98 page 399, for further description of part of the lot hereby conveyed. A rough plat of the lot is hereto attached. TO HAVE AND TO HOLD the said lot or parcel of land, together with all and singular the improvements rights, ways, easements and appurtenances unto the same belonging to the said Annie H. Green her heirs and assigns in fee simple. Witness the following signature and seal the day and year first above written.

Alfred B. Horner, (SEAL).

Fauquier County, to wit:- I, T.E. Bartenstein, Deputy Clerk of the Circuit Court in and for the County aforesaid in the

|                                      |                                                                                                                                                                                                                                                                                                                                                                                                      |
|--------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Hayti Street<br>83 ft<br>6230 sq. ft | State of Virginia, do certify that Alfred B. Horner, whose name is signed to the writing above dated the 11 April 1914 has acknowledged the same before me in my Office and County aforesaid. Given under my hand this 11 April 1914.<br>T.E. Bartenstein, Dep. Clerk.<br>Clerks Office of Fauquier Circuit Court, 14 April 1914.<br>This deed was this day received in said Office and with certifi |
|--------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

against loss by fire and lightning, but shall full insurance value, and we have said insurance endorsed for the benefit of the said party of the third part who shall, at its option, in case of loss by fire, apply the money so received to the payment of the debt herein secured, whether due or not, or in rebuilding upon the same property, said new buildings to be likewise insured, and also to pay all taxes that may become due or be assessed against said land and building during the continuance of this trust; and that upon any neglect to so insure, or pay taxes, any party secured hereby may have said buildings insured, pay the premiums thereon, and pay said taxes, and the expense so paid shall be added to and be a charge hereby secured and bear interest from the time of said payments. Should there be no default hereunder, according to the true tenor and effect hereof, then shall this instrument be null and void and released at the costs of the party of the first part else remain in full force and effect. Witness the following signature and seal of the party of the first part the day and year first hereinabove written. S L Larrabee (SEAL)

State of Virginia, County of Fauquier, to-wit: I, Maude C Colvin, a Notary Public in and for the county and state aforesaid, whose commission expires on the 22nd day of July, 1924, do hereby certify that S L Larrabee, whose name is signed to the foregoing deed of trust, bearing date on the 1st day of February, 1921, has acknowledged the same before me in my County aforesaid, Given under my hand this the 1st day of February, 1921.

Maude C Colvin, N. P.

Clerk's Office of Fauquier Circuit Court, 2nd February, 1921.

This deed of trust was this day received in said office and with certificate admitted to record at 3.10 P M

Teste: T E Bartenstein, Clerk.

ANNIE H GREEN

TO: B & S

F G ANDERSON

TH I S D E E D made this 31st day of January, 1921, by and between Annie H Green, a widow, party of the first part and Ford G Anderson, party of the second part; WITNESSETH: That for and in consideration of the payment by the party of the second part to the party of the first part of the sum of two thousand and one hundred dollars in cash, receipt whereof is hereby acknowledged, the said party of the first part does hereby grant, bargain, sell and convey unto the party of the second part, with general warranty, that lot with the buildings and improvements thereon, situated in the town of Warrenton, Fauquier County, state of Virginia, fronting eighty three feet on Hay ti street, and being the same lot conveyed by Alfred B Horner to the said party of the first part by deed dated April 11th, 1914, and recorded in the Clerk's Office of said Fauquier County in Deed Book 110 page 302 to which said deed reference is hereby made for a better description of said lot. TO HAVE AND TO HOLD to the said party of the second part his heirs and assigns in fee simple forever. In witness whereof, the said party of the first part has hereunto signed her name and affixed her seal the day and year first above written.

Annie H Green

(SEAL)

State of New York, City of County of New York, to-wit: I, Stephen A Hubbard, a Notary Public in and for the County of Richmond, in the state of New York, do hereby certify that Annie H Green, whose name is signed to the writing above, bearing date the 31st day of January, 1921, has acknowledged the same before me in my County and State aforesaid. My commission will expire on the 30th day of March 1921. Given under my hand and notarial seal this 1st day of February 1921. (NOTARIAL SEAL)

A S Hubbard, Notary Public.

Stephen A Hubbard, Notary Public, Richmond County, No 64, Certificate filed in N Y County N Y County No 151 N Y Register No 1258. Commission expires March 30. 1921.

(Two Dollars and Fifty Cents Internal Revenue Stamps Cancelled)

Clerk's Office of Fauquier Circuit Court, 2nd February, 1921.

This deed was this day received in said office and with certificate admitted to record at 3.35 P M

Teste: T E Bartenstein, Clerk.

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TH I S D E E D made this 29th day of December, in the year one thousand nine hundred and twenty, between Fannie Belle Rixey, and Samuel F Rixey, her husband, parties of the first part and N C Noland, party of the second part; WITNESSETH: That in consideration of the sum of one hundred and twenty five

dollars cash in hand paid by the party of the second part to the said parties

F B RIXEY & AL

TO: B & S

N C NOLAND

Witnessed by  
this 14th day 1921  
J E B & AL

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THIS DEED, made this 25th day of April, 1969, between ETHEL E. ANDERSON, widow, and FRANCES A. SHEPHERD and CHARLES EDWARD SHEPHERD, JR., her husband, parties of the first part, and HARRINGTON W. HARRIS and EVA C. HARRIS, husband and wife, as tenants by the entirety with common-law right of survivorship, parties of the second part, WITNESSETH:

That in consideration of the sum of Ten Dollars (\$10.00) cash and other valuable considerations moving from the parties of the second part to the parties of the first part, receipt of all of which at the sealing and delivery of this deed is hereby acknowledged, the parties of the first part do hereby bargain, sell, grant and convey, unto the parties of the second part, as tenants by the entirety with common-law right of survivorship, all of the following described real estate, to-wit:

All of that certain lot or parcel of land situate on the west side of Hayti Street in the Town of Warrenton, Fauquier County, Virginia, improved by one frame apartment house, bearing Warrenton street numbers 130, 132 and 134, being the same identical property which was conveyed to the late Ford G. Anderson by deed of Annie H. Green widow, dated January 31, 1921, recorded February 2, 1921 in Deed Book 121, Page 495, in the Clerk's Office of the Circuit Court of Fauquier County, Virginia, which property by the will of the said Ford G. Anderson probated February 17, 1933, and recorded in Will Book 53, Page 352, in said Clerk's Office was devised to the said Frances A. Shepherd (under the name of Frances La Marque Anderson), and Ethel E. Anderson.

The aforesaid real estate is conveyed subject to any public utility company easements of record or visible on the premises, and subject to the oral month-to-month tenancies of the present occupants of the aforesaid apartment.

TO HAVE AND TO HOLD the above described real estate, together with all rights, ways, easements and appurtenances thereunto belonging, unto the parties of the second part, as tenants by the entirety with common-law right of survivorship, in fee simple.

Except as to any public utility company easement of record or visible on the premises, and except as to the aforesaid month-to-month tenancies, the parties of the first part covenant that they will WARRANT GENERALLY the property hereby conveyed, that they have the right to convey

Accepted:  
Harrington Harris  
At 3 Boxes  
Warrenton, Va

Specimen  
May 28,  
1969  
Harris

the said land to the grantees, that the grantees shall have quiet possession of the said land, free from all encumbrances, and that they, the parties of the first part, will execute such further assurances of the said land as may be requisite.

WITNESS the following signatures and seals.

Ethel E. Anderson (SEAL)  
ETHEL E. ANDERSON

Frances A. Shepherd (SEAL)  
FRANCES A. SHEPHERD

Charles Edward Shepherd Jr. (SEAL)  
CHARLES EDWARD SHEPHERD, JR.

STATE OF VIRGINIA  
COUNTY OF FAUQUIER, to-wit:

I, Wallace J. Brown, a Notary Public in and for the County of Fauquier, State of Virginia, do certify that ETHEL E. ANDERSON, FRANCES A. SHEPHERD, whose names are signed to the foregoing deed dated the 25th day of April, 1969, have each acknowledged the same before me in my County and State aforesaid.

My commission expires the 4<sup>th</sup> day of April, 1972.  
Given under my hand this 20<sup>th</sup> day of May, 1969.

Wallace J. Brown  
Notary Public

STATE OF VIRGINIA  
COUNTY OF FAUQUIER, to-wit:

I, Elizabeth R. Roland, a Notary Public in and for the County of Fauquier, State of Virginia, do certify that CHARLES EDWARD SHEPHERD, JR., whose name is signed to the foregoing deed dated the 25th day of April, 1969, has acknowledged the same before me in my County and State aforesaid.

My commission expires the 24 day of August, 1969.  
Given under my hand this 20 day of May, 1969.

Elizabeth R. Roland  
Notary Public

Virginia: In the Clerk's Office of Fauquier Circuit Court, 20 May 1969

This instrument was this day received in said Office  
and with certificate admitted to record at 11:52 A.M.  
Tax of \$ 5.00 imposed by Section 58-54(b) Paid

Teste: AK Brown Clerk

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DEFERRED PURCHASE MONEY

THIS DEED OF TRUST made this 25th day of APRIL

, 19 69 . by and

between HARRINGTON W. HARRIS and EVA C. HARRIS, husband and wife,

hereinafter called Grantor, whether one or more than one, and WALLACE N. TIFFANY and CARROLL J. MARTIN, JR., Warrenton, Fauquier County, Virginia.

hereinafter called Trustee (any or all may act), whether one or more than one, and ETHEL E. ANDERSON and/or FRANCES A. SHEPHERD.

hereinafter called Beneficiary.

WITNESSETH:

THAT FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) in hand paid at and before the execution and delivery of this instrument, the receipt of which is hereby acknowledged, and for the express purpose of securing the payment of the hereinafter-described indebtedness, the said GRANTOR does hereby grant, sell and convey, WITH COVENANTS OF GENERAL WARRANTY OF TITLE, unto the said TRUSTEE (if there be more than one Trustee, any or all may act), all of the following described real estate, with the appurtenances thereunto belonging:

*Attn: W. N. Tiffany*

All that certain lot or parcel of land situate on the west side of Haiti Street in the Town of Warrenton, Fauquier County, Virginia, improved by one frame apartment house, bearing Warrenton street numbers 130, 132 and 134, and being the same identical property which was conveyed to the late Ford G. Anderson by Deed of Annie H. Green, widow, dated 31 January, 1921, and found of record in the Office of the Clerk of the Circuit Court of Fauquier County, Virginia, in Deed Book 121, Page 495.

And being the same and identical real estate which was conveyed to the Grantors herein by Ethel E. Anderson, et als, by Deed dated 25 April, 1969 and intended to be recorded in the aforesaid Clerk's Office immediately preceding the recordation of this Deed of Trust.

Specific reference to all of which being here made for a more complete description of the property hereby conveyed.

*Copy of Deed  
May 28, 1969  
[Signature]*

THE GRANTOR hereby grants to the holder of the obligations secured hereunder the right and power to appoint a substitute trustee in accordance with the provisions of Section 28-49, Code of Virginia, 1950, as amended.

IN TRUST, NEVERTHELESS, to secure the payment of a debt in the principal sum of FOUR  
THOUSAND AND NO/100 ----- dollars (\$4,000.00).

with interest from date at the rate of 6 % per annum; which said debt (both principal and interest) is now evidenced by that certain negotiable promissory note, bearing even date herewith, in the principal sum of \$ 4,000.00 , executed by HARRINGTON W. HARRIS and EVA C. HARRIS, husband and wife as maker(s) and payable to the order of ETHEL E. ANDERSON and/or FRANCES A. SHEPHERD with interest at 6 % per annum from date until paid.

WHICH SAID NOTE is payable in MONTHLY ----- installments of NINETY-THREE and 95/100  
----- dollars (\$ 93.95 ---- ), commencing on the 15th day of  
 JUNE ----- 19 69 , and MONTHLY ----- thereafter until the principal and

JUNE 19 69, and MONTHLY ----- thereafter until the principal and interest are fully paid, except that the entire indebtedness evidenced thereby, if not sooner paid, shall be due and payable on the 15th day of MAY ----- 19 73.

WHICH SAID NOTE provides that if any installment is not paid at the time and place specified, the entire amount unpaid, principal and accrued interest, shall at once become due and payable, without notice, at the option of the holder thereof, but failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default; waives presentment, demand, protest and notice; waives the benefit of the Homestead Exemption; and provides for 15% additional, as attorney's fees, in case payment shall not be made at maturity.

accrual, and the proceeds, in case payment shall not be made in full, shall be distributed to the beneficiaries of the trust. THIS DEED OF TRUST is deemed to be the entire agreement between the parties hereto, and the beneficiary hereunder, all the rights, duties and obligations created by or imposed upon the parties hereto, as amended, and in short form in the provided of sale is 5%. Advertisement required by this said Sections 55-59 and 55-60, as amended, and in short form in the provided of sale is 5%. Advertisement required by this said Sections 55-59 and 55-60, as amended, and in short form in the provided of sale is 5%. Advertisement required: to publish the time, place and terms of sale once a week for four successive weeks in a newspaper published or having general circulation in the County or City, with the last insertion, if desired, on the day of sale. Insurance against fire and windstorm is required in an amount equal to the face of said note, and the policy or policies must be placed with the beneficiary hereunder.

SHOULD THERE BE NO DEFAULT HEREUNDER, according to the true tenor and effect hereof, then this instrument shall be null and void and released at the cost of the Grantor, else remain in full force and effect.

WITNESS the following signature(s) and Seal(s):

s): Loring W. Harris (SEAL)  
 HARRINGTON W. HARRIS

*Eva C. Harris* (SEAL)  
EVA C. HARRIS

(SEAL)

\_\_\_\_\_  
\_\_\_\_\_  
(SEAL)

STATE OF VIRGINIA  
COUNTY OF FAUQUIER

I, Linda W. Salep, a Notary Public in and for the county/city and state of California, do hereby certify that HARRINGTON W. HARRIS and EVA C. HARRIS, husband and wife

whose name(s) are signed to the foregoing DEED OF TRUST, bearing date on the 25th day of APRIL 1969, have acknowledged the same before me, in my county/city aforesaid.

My commission expires on the 11<sup>th</sup> day of March, 1973.

GIVEN UNDER MY HAND this 8<sup>th</sup> day of March, 1969

Virginia. In the Clerk's Office of Fauquier Circuit Court, 20 May 1969  
This instrument was this day received in said Office  
*J. L. Riley*  
Notary Public

ax of \$ — imposed by Section 58-54(b) Paid  
Treas: Adrian Clerk

The foregoing Deed of Trust has been fully paid and satisfied  
*The Georgia Trust Company Inc. of Atlanta, Georgia (Walter L. White, President, 1923)*  
*Agent for Peter J. McLaughlin of 100 N. Peachtree St., Atlanta, Va.*  
 Signature attested and Note  
 secured herein exhibited to me cancelled, this 76 May 1923.

Signature attested and N/A 12 secured herein exhibited to me cancelled, this 76 May 1943  
H. L. Pease own. Clerk

Sy Maribya B. Alonzo Clerk