

U. S. \$ 31.35
 TAX 42.75
 TRANS. 1.00
 CLERK 11.20
 TOTAL 86.30
paid



O. B. KNIGHT
 CLERK OF THE CIRCUIT COURT OF CLARKE COUNTY, VIRGINIA

Virginia, Clarke County, sct:
 On the 25 day of July 1960, the foregoing deed B+S
 dated 11 day of July 1960 was received in the clerk's office of the
 Circuit Court of said County, certified for record and with the certificate admitted to record,
 at 9 o'clock A. M.

Teste: Lesley A. Allen
 Clerk

DOUBLE E LAND AND CATTLE COMPANY,
 A Virginia Corporation
 TO (DEED OF TRUST)
 A. GARLAND WILLIAMS, TRUSTEE
 Mailed to:
 A. Garland Williams, Atty.
 Berryville, Va.

No. 331

THIS DEED OF TRUST made and entered into this 11th

day of July, 1960, by and between DOUBLE E LAND & CATTLE COMPANY
 a Virginia Corporation, party of the first part; and A. GARLAND
 WILLIAMS, Trustee, Berryville, Virginia, party of the second part;
 WHEREAS, it is the wish of the party of the first part
 to secure more effectually the payment of the hereinafter described
 bonds, as and when they severally mature, both principal and interest.

NOW, THEREFORE, THIS DEED WITNESSETH:

That for and in consideration of the sum of One (\$1.00)
 Dollar cash in hand paid it by the party of the second part, the
 receipt of which is hereby acknowledged, the party of the first
 part has bargained, sold and conveyed, and by these presents, does
 grant and convey, with general warranty of title, unto the party
 of the second part, the said A. GARLAND WILLIAMS, Trustee, the
 following described real estate, to-wit: All that certain parcel
 of land situated in Chapel Magisterial District, in the County of
 Clarke, Virginia, on the western slope of the Blue Ridge Mountains,
 adjoining other lands of the party of the first part, Gilpin and
 Lindsey, known as "Calmes Neck", and the Shenandoah River on the
 west; the land of Dulaney (formerly W. W. Smallwood) on the north;
 the lands of MacDougall and the lands of W. S. C. Burwell (formerly
 of Smallwood and Payne) on the east, and other lands of the party
 of the first part on the south, (formerly Copenhaver) and others
 on the south, and more particularly described as follows, to-wit:

Beginning at a 30-inch hickory (1) at a double
 coal hearth, a corner to the land of Price and
 Double E Land & Cattle Company, as shown on a
 plat prepared by O. B. Knight, Certified Land
 Surveyor, 17 June 1960, of a Portion of the land
 of Double E Land & Cattle Company (known as
 "Copenhaver Tract"), 28 acres; thence running
 with the land of said Price the following two courses:

PARTIAL RELEASE:-
 In accordance with the
 payment provisions, a
 satisfactory part of the
 debt secured by the
 opposite Deed of Trust
 has been paid, and upon
 the request of the parties
 of the first part of the
 said Deed of Trust, the
 said A. Garland Williams,
 Trustee, does hereby
 release from the lien of
 the opposite Deed of
 Trust that part of the
 Real Estate described as
 "a portion of the land of
 Double E Land and Cattle
 Co.," containing 71.77%
 Ac.+ LESS the area of
 land included in the "R/W
 reserved by owners as
 shown to other land of
 Double E Land and Cattle
 Co." as per plat made
 by E.P. Hickman, as of
 January 2, 1963, of
 record in the Clerk's
 Office of the Circuit
 Court of Clarke Co. Va.
 in D/E 66, at page
 recorded January 21, 1963.

This release, of the
 described real estate
 shall not affect the lien
 of the said Deed of Trust
 upon the other lands
 thereby conveyed and
 not released hereby.
 Given under my hand and
 seal, this 23rd day of
 January, 1963.

Trustee. Lesley A. Allen
 January 23, 1963.
 Teste: Lesley A. Allen Clerk

DOUBLE E LAND & CATTLE COMPANY

CLARKE COUNTY VIRGINIA

TO ONLY INT TO NOTORARY

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N 20° 37' 30" W 1653.02 feet to a found stone pile (12) on the summit of Sugar Loaf Hill; and N 38° 41' 10" W 998.19 feet to a blazed 40-inch sycamore (13) with maple pointers on the east bank of East Branch Shenandoah River; thence leaving said Price and running with said east bank N 16° 38' 10" E 699.85 feet to an iron pipe (14), a corner to the land of Double E Land & Cattle Company (Calmes Neck Estates); thence leaving said river

and running with said Double E Land & Cattle Company N 27° 51' 40" E 4262.48 feet to an iron pipe (15), a corner to the land of Dulaney; thence leaving said Double E Land & Cattle Company and running with said Dulaney the following nine courses: S 59° 57' 00" E 174.11 feet to an iron pipe (16); N 78° 57' 20" E 209.58 feet to an iron pipe (17); S 83° 08' 10" E 145.31 feet to an iron pipe (18); S 84° 41' 20" E 246.82 feet to an iron pipe (19); N 89° 34' 10" E 205.10 feet to an iron pipe (20); N 47° 57' 00" E 270.62 feet to an iron pipe (21); N 54° 19' 30" E 154.89 feet to an iron pipe (22); S 84° 47' 30" E 126.37 feet to a 30-inch white oak (23); and N 70° 14' 20" E 298.77 feet to a found stone pile (24) at the base of a 30-inch dead chestnut, a corner to the land of MacDougall; thence leaving said Dulaney and running with said MacDougall S 15° 17' 15" W 2235.09 feet to an iron pipe in a stone pile (25), a corner to the land formerly owned by Smallwood; thence leaving said MacDougall and running with said Smallwood S 05° 21' 15" W 2404.79 feet to a found stone pile (26), a corner to other lands of Burwell; thence leaving said Smallwood and running with said Burwell S 25° 57' 40" W 2216.20 feet to a found stone (2), a corner to the aforementioned land of Double E Land & Cattle Company (known as the "Copenhaver Tract"); thence leaving said Burwell and running with said Double E Land & Cattle Company S 60° 43' 40" W 1017.44 feet to the point of beginning; containing 322.0189 acres; as per plat and survey made by O. B. Knight as of July 1, 1960, and of record in the Clerk's Office of the Circuit Court of Clarke County, Virginia, and being the same real estate acquired by Double E Land & Cattle Company by deed bearing date July 11, 1960, from W. S. C. Burwell and Elizabeth B. Burwell, his wife, and admitted to record in said Clerk's Office simultaneously herewith.

The foregoing conveyance is subject to an Agreement executed between the Grantors in the Deed of July 11, 1960, to Double E Land & Cattle Company, and George Sechrist as of April 26, 1958, wherein the said George Sechrist has the right to cut and remove timber from the said land until May 1, 1961, said Agreement being in the usual form of the sale of timber rights, of record in the said Clerk's Office in Deed Book No. 54, at page 48; and is further subject to all recorded Rights-of-way agreements and easements with the Power Company and the Telephone Company.

And, the foregoing conveyance of real estate includes the right of ingress and egress over and upon a Right-of-way Fifty (50) feet in width from the Mt. Carmel Road, (Virginia Route 606) across lands of W. S. C. Burwell to the Copenhaver tract or the 28.0000 Acres tract, and more particularly described as follows:

Beginning at a point, Station 0+00.00, in the center line of State Route #606, N 82° 09' 30" E 37.00 feet from an iron pipe where a corner maple stood, a corner to the lands of said Burwell and John Lloyd,

(Following metes and bounds are of the center line of the right-of-way.)

Thence running through the land of said Burwell the following seven courses:

N 48° 24' 30" W 937.49 feet to Station 9+37.49;

On a curve (1C) to the right whose radius is 277.77 feet and whose chord and chord bearing are 180.97 feet and N 79° 23' 50" W for an arc distance of 184.34 feet to a PRC, Station 11+21.83;

On a curve (2C) to the left whose radius is 635.29 feet and whose chord and chord bearing are 292.83 feet and N 23° 37' 50" W respectively, for an arc distance of 295.52 feet to Station 14+17.35;

N 37° 02' 00" W 98.56 feet to Station 15+15.91;

On a curve (3C) to the left whose radius is 375.83 feet and whose chord and chord bearing are 278.66 feet and N 58° 47' 00" W respectively for an arc distance of 285.51 feet to Station 18+01.42;

N 72° 34' 40" W 71.01 feet to Station 18+72.43;

On a curve (4C) to the right whose radius is 722.49 feet and whose chord and chord bearing are 198.12 feet and N 72° 41' 00" W respectively for an arc distance of 198.74 feet to Station 20+71.17;

Thence partly through the land of said Burwell and partly through the land of said John Lloyd the following three courses:

N 64° 47' 50" W 164.65 feet to Station 22+35.82;

On a curve (5C) to the right whose radius is 282.78 feet and whose chord and chord bearing are 171.53 feet and N 47° 08' 50" W respectively for an arc distance of 174.28 feet to Station 24+10.10; and

N 29° 29' 30" W 419.78 feet to Station 28+29.88;

Thence continuing through the land of said Burwell the following five courses:

On a curve (6C) to the right whose radius is 261.91 feet and whose chord and chord bearing are 260.32 feet and N 00° 18' 30" E respectively for an arc distance of 272.44 feet to Station 31+02.32;

N 30° 06' 30" E 384.35 feet to Station 34+86.67;

On a curve (7C) to the left whose radius is 71.94 feet and whose chord and chord bearing are 124.69 feet and N 29° 58' 00" W respectively for an arc distance of 150.87 feet to Station 36+37.54;

S 89° 57' 00" W 216.65 feet to Station 38+54.19; and

On a curve (8C) to the right whose radius is 319.09 feet and whose chord and chord bearing are 288.52 feet and S 63° 10' 20" E respectively for an arc distance of 299.38 feet to Station 41+53.57, said Station being S 52° 19' 00" W 25.00 feet from iron pipe (7) referred to in above description of 28,0000 acres.

as per plat and survey made by O. B. Knight, Certified Land Surveyor, as of June 17, 1960, of record in said Clerk's Office.

The said Right-of-way being over two parcels of real estate, acquired by the said W.S.C. Burwell by deed dated October 30, 1936, from A. Garland Williams, Substituted Trustee, of record in the said Clerk's Office in Deed Book No. 24, at page 515; and by deed dated May 6, 1937, from John L. Lloyd and Rachael F. Lloyd, his wife, of record in the said Clerk's Office in Deed Book No. 25, at page 169.

The foregoing conveyance does not include that portion ²⁶⁵ of the Right-of-way which crosses the John Lloyd tract as shown on said plat.

TO HAVE AND TO HOLD said real estate above described, together with all buildings, improvements and appurtenances thereunto belonging, or in anywise appertaining, unto the party of the second part, the said A. GARLAND WILLIAMS, Trustee, or his successor in office.

IN TRUST, HOWEVER, to secure the prompt and full payment, both principal and interest, of those three (3) certain bonds of the said DOUBLE E LAND & CATTLE COMPANY, bearing date May 31, 1960, said bonds being numbered 1 through 3, inclusive, each bond payable to BEARER, with interest from date at the rate of six per centum (6%) per annum, payable semi-annually at the Bank of Clarke County, Berryville, Virginia; Bond No. 1 in the principal amount of \$7,834.00, payable on or before June 1, 1961; Bond No. 2 in the principal amount of \$7,833.00 payable on or before June 1, 1962; and Bond No. 3 in the principal amount of \$7,833.00, payable on or before June 1, 1963; aggregating a total indebtedness of TWENTY THREE THOUSAND FIVE HUNDRED (\$23,500.00) DOLLARS, representing deferred payment of the purchase price of the heretofore described real estate; it being the intent of this instrument to secure the payment of said Bonds, together with interest thereon equally and ratably, and without preference or priority of one bond over another.

And in the event the party of the first part, or someone for it, shall well and truly pay off and discharge said bonds, in either principal or interest, or any one or more of them, as they mature, in whole or in part, then this Deed is to be null and void; but if, on the other hand, default be made in the payment of said bonds, or interest, or any one or more of them, as they mature, in whole or in part, then it will be the duty of the party of the second part, on the request of the lawful holder or holders of said bonds, or either of them, payment of which is in default, to take immediate possession of the real estate hereby conveyed, and to offer the same for sale to the highest bidder at public auction in front of the Court House at Berryville, Virginia, on such terms as to said Trustee seems best.

*3 Bonds Nos. 1-2-3
cancelled 5-31-1960
for \$23,500.00 and has
aggregating
\$23,500.00*

*by the Deed of Trust re-
corded opposite this mar-
gin has been fully paid
off and discharged and
this Deed of Trust is here-
by released as fully and
effectually as if the same
had never been executed
and recorded.*

*A. Garland Williams, Trustee
Jan 21 1965
Test: Lucy A. Allen
Clerk.*

*3 Bonds Nos. 1-2-3
The Deed of Trust re-
corded opposite this mar-
gin for \$23,500.00 and has
been cancelled
and aggregating
\$23,500.00
by the Deed of Trust re-
corded opposite this
margin shows as cancelled
Jan 21 1965*

*Lucy A. Allen
Clerk*

Out of the proceeds of such sale, the said Trustee 260
will pay first the costs and expenses of administering this
trust, including a commission of five percent (5%) of the gross
proceeds to himself, then he will pay the indebtedness hereby
secured, or so much thereof as may then remain unpaid, paying
said bonds equally and ratably without preference or priority
of one bond over another, and the balance if any, he shall pay
over to the said Double E Land & Cattle Company, or to its
successors and assigns.

In case of a sale under this trust, the time, terms
and place thereof shall be advertised for three (3) successive
weeks in some convenient newspaper.

The said Double E Land & Cattle Company, for its
successors and assigns, does hereby covenant and agree that
immediately upon the first insertion of the advertisement or
notice of sale aforesaid by the Trustee, or his successor in
Office, there shall become due and payable to the said Trustee
all expenses incident to inserting such advertisement or notice,
all Court costs; if any, including a commission to the Trustee
equal to two and one-half percent (2½%) on the unpaid indebted-
ness; which said expense, costs and commission the said Double
E Land & Cattle Company, its successors and assigns, covenant
to pay to the said Trustee, but the holder or holders of the
bonds above described shall not be required to receive payment
of the debt evidenced by the bonds of the Double E Land & Cattle
Company, unless the same be accompanied by the tender of the
above expenses to the Trustee.

The party of the first part herein contemplates
platting and subdividing the foregoing described tract of land
for sale of lots which lots shall be subdivided in accordance
with a plat, a copy of which plat shall be filed for recordation
in the Clerk's Office of the Circuit Court of Clarke County,
and a copy of the same shall be furnished to W.S.C.Burwell
and A. Garland Williams, Trustee.

Upon the payment of not less than \$125.00 upon
the principal of the bonds in the order of their maturity,
plus accrued interest on the payment credited on the principal
sum of said bonds, the Trustee named herein shall release an
area of the real estate described in this instruction equal
to one (1) acre as is shown by said plat of said Subdivision.
The party of the first part covenants that the area to be
released as shown by said plat, made and recorded at the ex-
pense of the party of the first part and shall provided that
all areas adjacent to released area shall have means of

ingress and egress to the 50 foot Right-of-way leading from the Mt. Carmel Road (Route #606) to the tract of land herein described.

The party of the first part further covenants that it will pay when due all taxes lawfully assessed upon the real estate hereby conveyed, and that it will take out and maintain by the payment of all premiums thereon a policy of insurance against the risk of loss by fire to the buildings on the real estate hereby conveyed to their fair insurable value, and that it will and it does hereby transfer and assign such policy for the benefit of the bondholders as their interests may appear hereunder.

Upon the payment and satisfaction of the bonds above described and hereby secured, in any other manner than by the Trustee herein named, or his successor, in the foreclosure and administration of this trust, it is expressly hereby provided that the lien of this trust shall be released of record by the Trustee herein named, or his successor duly appointed, upon the exhibition of the bonds hereby secured, marked "Cancelled" before the Clerk of the Circuit Court of Clarke County, Virginia.

IN WITNESS WHEREOF, the Double E Land & Cattle Company has on this day, caused its corporate seal to be affixed hereto and this Deed of Trust to be signed by Frances C. Endicott, its Vice-President.

DOUBLE E LAND & CATTLE COMPANY

BY Frances C. Endicott
Vice-President



Harold H. Egan
Secretary

STATE OF VIRGINIA:
SS:
COUNTY OF CLARKE:

I, Barbara Jean Lloyd, a Notary Public in and for the County of Clarke, State of Virginia, do hereby certify that Frances C. Endicott whose name as Vice-President of the Double E Land & Cattle Company, a Virginia Corporation, is signed to the foregoing instrument in writing, bearing date July 14, 1960, has personally appeared before me, in my said County and State aforesaid, in name and behalf of the said Double E Land & Cattle Company, acknowledged said instrument

as the act and deed of said Double E Land & Cattle Company, seal affixed to the said instrument is the true corporate seal of Double E Land & Cattle Company, that it has been affixed thereto by due authority.

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My commission expires July 30, 1962.

GIVEN under my hand, in my said County, this 14th day of July, 1960.

Barbara Jean Lunge
NOTARY PUBLIC

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TAX \$35.25
FEE 6.75
TOTAL \$42.00
Paid

Virginia, Clarke County, sct:
On the 25 day of July 1960 the foregoing deed of trust
dated 11 day of July 1960 was received in the clerk's office of the
Circuit Court of said County, certified for record and with the certificate admitted to record,
at 9:10 o'clock A. M.

Teste: Wesley A. Allen
Clerk

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