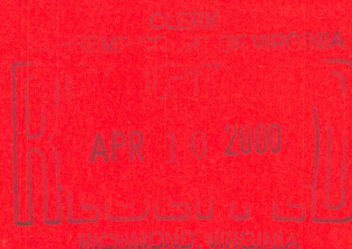


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IN THE
Supreme Court of Virginia

RECORD NO. 000417



VICTOR ALAN MOTLEY,

Appellant,

v.

VIRGINIA STATE BAR,

Appellee.

JOINT APPENDIX
VOLUME II OF II

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1 Let's take a five minute recess.
2 (Whereupon a short recess was
3 taken.)

4
5 VICTOR A. MOTLEY, the Respondent
6 herein, first being duly sworn, testified as
7 follows:

8
9 DIRECT EXAMINATION

10 BY MR. GREGORY:

11 Q All right. Mr. Motley, please
12 state your name.

13 A Victor Motley.

14 Q Mr. Motley, you -- We, I guess
15 attempted all along to stipulate the evidence as to
16 these exhibits that Mr. Campbell testified to. Is
17 that correct?

18 A Yes.

19 Q You're not disputing those, are
20 you?

21 A Well, I'm disputing that
22 sometimes the said trust account -- I mean the escrow
23 accounts was out-of-trust a few times, or that I made
24 some errors in some of the cases that I handled.

25 Q Can you explain some of the

1 errors you would have made?

2 A Yes, sir. Well, -- Could I back
3 up for a minute.

4 Q Sure.

5 A I was asked for 12 months worth
6 of escrow accounts. I pulled my bank statements, you
7 know, for the 12 months. And, if you count the
8 number of checks that went through the bank that
9 month, Mr. Campbell has more than the amount that
10 went through that 12 month period. Because, on some
11 of these things, what I did was, just like he had
12 each item. Some of the items might have been outside
13 of the period. I included the checks anyway so you
14 could see that the whole transaction was complete.
15 That's what I did.

16 So, if you look at all of the bank
17 statements and all of the numbers of checks they said
18 went through for that whole year, Mr. Campbell had
19 more than that amount of checks. I just closed out
20 various transactions.

21 Q Okay.

22 A I gave him approximately 200 of
23 these accounts that were dealt with. He's pulled out
24 ten, which is, you know, 5% or whatever. In these
25 accounts now, true, I mean, I did make errors. For

1 example, if we look at the Brenda Greenhouse account.

2 THE WITNESS: You don't mind if
3 I stand up, do you? I'm used to standing.

4 CHAIRMAN CUSTIS: No, sir.

5 THE WITNESS: Also, on all of
6 these real estate closings, I gave him the
7 subsidiary ledger, in addition to that, he
8 has the HUD-1. So, the HUD-1 tells you
9 everybody who was supposed to be paid.
10 Then, off the HUD-1, it was transcribed to
11 this ledger.

12 BY MR. GREGORY: (Continuing)

13 Q Now, none of the HUD-1s were
14 included as exhibits, right?

15 A Right. He didn't include that.
16 Like, for personal injury cases, I had a settlement
17 statement. It has everybody who was supposed to be
18 paid and how much everybody was supposed to be paid.
19 So, that's how I could match up the checks with the
20 settlement statements, or in this case with the HUD-1
21 itself. That's what I could do.

22 Now, for example, --

23 CHAIRMAN CUSTIS: Now, are you
24 saying that had he had the HUD-1 he would
25 have been able to reconcile so you wouldn't

1 have been out of trust?

2 THE WITNESS: I gave him the
3 HUD-1. I gave him everything that you see
4 right here. Which is for example, the
5 ledger, the deposit slips, all the checks,
6 and the HUD-1. I gave him all of this --

7 CHAIRMAN CUSTIS: We understand.

8 THE WITNESS: -- so he could
9 match the ledger sheet with the HUD-1 to
10 see what everyone was supposed to be paid,
11 and according to the HUD-1, paid.

12 Again, he's testified that he did
13 not see where anyone was not paid who was
14 supposed to be paid. Everyone who was
15 supposed to have been paid, has been paid.

16 BY MR. GREGORY: (Continuing)

17 Q For example, in the Geri Jones
18 matter, which has been --

19 CHAIRMAN CUSTIS: Mr. Gregory,
20 let your client testify, please.

21 THE WITNESS: So, in the Geri
22 Jones case, --

23 CHAIRMAN CUSTIS: He's taking
24 that -- Let him finish saying what he's
25 saying.

1 MR. GREGORY: Excuse me. I
2 thought he was finished.

3 CHAIRMAN CUSTIS: I didn't. I'm
4 sorry.

5 BY MR. GREGORY: (Continued)

6 Q Go ahead.

7 A In the Geri Jones case, -- You
8 don't have the HUD-1 there, but it shows on line 504
9 that the pay-off of the first mortgage was
10 \$42,292.08. But, when you look through the checks
11 for that pay-off, the actual amount of the check was
12 \$42,707.89. So, I had miscalculated or I had -- The
13 HUD-1 was wrong, as opposed to what had actually
14 needed to be paid out.

15 So, when you look at this sheet right here,
16 you're going to see the \$42,707. Again, according to
17 the HUD-1, it was \$42,292. So, what it was, I paid
18 out \$401.81 more than was supposed to be paid out,
19 according to the HUD-1.

20 So, everyone got paid, but, again, it was
21 an error that was on my part, and by being over -- By
22 paying out more than I took in the amount of \$401.81,
23 then yes, that could cause an overdraft. Or, it
24 could cause somebody down the line to be
25 out-of-trust. I mean, if you have a stream of

1 transactions going on, if you make a mistake right
2 here, then yes. It's going to affect everything down
3 the line. It affects everything down the line.

4 Like I said, Mr. Campbell had over 200 of
5 these showing real estate closings pretty much.
6 There might have been some traffic matters or little
7 small matters. Personal injury was where the big
8 money was, basically. Again, errors were made in
9 that.

10 Another one is the Kenneth Mathis matter,
11 which is in there. Again, that was a real estate
12 transaction.

13 Q Exhibit HH.

14 A Again, you have the ledger sheet.
15 You have every single check that was written, and you
16 can correlate them with the HUD-1.

17 Now, I didn't bring it up, but for the
18 amount of deposits that was made, and the amount of
19 checks that went out, I was short \$592.84 for the
20 simple reason that a mistake was made. I could find
21 the exact check which caused it, but again, I made a
22 human error on it. I made a human error, and that
23 could have caused overdrafts down the line somewhere.

24 So, again, I messed up. I'm not perfect.
25 Mistakes were made. But, looking at the ledger that

1 Mr. Campbell had, if you add up the deposits and all
2 of the checks that were written, you are going to see
3 that the checks that were written were, for some
4 reason \$592.84 over what was taken in. Error
5 somewhere.

6 Again, an error at this point affects
7 everything down the line when you're always dealing
8 with exact amounts of money. These are the only two,
9 because I pulled these two. These were out of the
10 ten that he was looking at. These are the ten that I
11 more or less combed through with a fine-tooth comb.
12 I had errors here. A human error is a human error.
13 These errors yes, will take other cases out of trust.
14 They will.

15 Another case -- If you will look at the
16 Geri Jones case.

17 Q That's deposit 1116.

18 A See, I have a deposit slip here
19 of \$36,548.63. Mr. Campbell only gave me as having a
20 deposit of \$36,098.63. You know, where's the rest of
21 the money? Was I entitled to the difference between
22 those two amounts of money? If he went by his
23 figures, yes, I would be out-of-trust. I would be.

24 But, again, can he say that I was entitled
25 to that difference of money? Using his figures, I'd

1 be out-of-trust. But, using my figures and the
2 amount from the deposit slip, I might not be.

3 Again, that Geri Jones case was a real
4 estate matter. He had the ledger and every single
5 check that was written, which could be matched to the
6 HUD-1. Again, I gave him around 200 items, just like
7 this.

8 That was well over -- He was particularly
9 referring to me as being overdrawn on. But, again,
10 if you look at the deposit slip, it says I deposited
11 \$36,548. He says I deposited \$36,000, only.

12 BOARD MEMBER GOULD: Do you show
13 a deposit of \$11,000?

14 THE WITNESS: I have that here as
15 well.

16 BOARD MEMBER GOULD: So, there
17 was two deposits?

18 THE WITNESS: Right. There was
19 two. But, again, he has the \$36,000 figure
20 missing \$450 or so.

21 BOARD MEMBER DEZIO: Excuse me,
22 Mr. Motley. Is it possible that I could
23 take a look at that HUD-1? The one that
24 you have in your left hand?

25 THE WITNESS: Yes. May I

1 approach?

2 CHAIRMAN CUSTIS: Yes.

3 MR. HIRSCH: Which case is that?

4 BOARD MEMBER DEZIO: Geri Jones.

5 Exhibit GG.

6 MR. GREGORY: The deposit we're
7 referring to is the account of --

8 THE WITNESS: See, on several of
9 them, he says I took the major deposit, and
10 then said I made subsequent deposits. But,
11 can you say who was entitled to that
12 subsequent deposited money?

13 You can't say, we're not going to
14 deposit that.

15 MR. GREGORY: It's the ninth page
16 behind Exhibit T. That 1116 deposit slip.
17 Based on the Bar's own exhibits.

18 CHAIRMAN CUSTIS: I see, Mr.
19 Gregory.

20 BOARD MEMBER DEZIO: I don't know
21 if anybody else wants to see this, but on
22 the HUD-1 settlement statement, you show
23 that you received \$35,640, which is the
24 \$36,000 loan.

25 THE WITNESS: Yes.

1 BOARD MEMBER DEZIO: Less the 1%
2 percent discount from the bank of \$360.
3 That \$35,640 is the check that you received
4 from the bank. The loan proceeds.

5 THE WITNESS: I'd have to look at
6 that.

7 BOARD MEMBER DEZIO: The loan in
8 this matter is for \$36,000. There is a fee
9 of 1% which the bank charges for a
10 discount. Customarily the bank would
11 subtract that from the loan proceeds, and
12 in this case it would be \$35,640, which is
13 the amount on the deposit slip.

14 Then the cash for borrower at
15 closing -- Divide \$303, it's \$458.68.

16 THE WITNESS: Right.

17 BOARD MEMBER DEZIO: Then you
18 have Home Star credit and the Home Star
19 grant which totalled \$11,785.

20 THE WITNESS: Yes.

21 BOARD MEMBER DEZIO: Then, the
22 other part of this deposit slip is \$450.

23 THE WITNESS: Yes.

24 BOARD MEMBER DEZIO: With
25 reference to the HUD-1 settlement

1 statement, where is the \$450?

2 THE WITNESS: Well, again, that
3 doesn't have anything to do with that
4 transaction. But, it's not to say that it
5 was not money that I was entitled to.

6 BOARD MEMBER DEZIO: I thought
7 you said the \$450 had something to do with
8 this. Because, you said the whole deposit
9 in this transaction, other than the
10 \$11,000, was the \$36,548?

11 THE WITNESS: I'm saying when
12 he's counted up how much I was out of
13 trust, he wouldn't have put that \$450 in
14 there, when the \$450 would have been part
15 of the whole -- Not in that transaction,
16 but another transaction where the money,
17 you know, co-mingled or whatever.

18 BOARD MEMBER DEZIO: So, the \$450
19 is a part of this transaction?

20 THE WITNESS: It's not a part of
21 that, --

22 BOARD MEMBER DEZIO: Thank you.

23 THE WITNESS: -- but it
24 necessarily could be used or disposable to
25 handle any checks that came through the

1 transaction.

2 BOARD MEMBER DEZIO: Thank you.

3 I have no more questions.

4 BOARD MEMBER GOULD: Can I ask a
5 question?

6 CHAIRMAN CUSTIS: Sure.

7 BOARD MEMBER GOULD: As I
8 understand what you're saying -- You said
9 that Mr. Campbell came up with the wrong
10 amount. \$36,098.63 was not the correct
11 amount, right? You testified to that
12 earlier?

13 THE WITNESS: Right.

14 BOARD MEMBER GOULD: But, if you
15 add, looking at your ledger sheet, \$35,640,
16 and \$458.63 --

17 THE WITNESS: Right.

18 BOARD MEMBER GOULD: -- you get
19 \$36,098.63.

20 THE WITNESS: That's correct.
21 But, I'm saying, how can he say we're not
22 going to look at that \$450, if that \$450
23 was my fee or whatever?

24 BOARD MEMBER GOULD: But, you
25 just said that that was not related to this

1 transaction.

2 THE WITNESS: Well, it was not
3 related to that transaction, but you can't
4 say that that money cannot be put into the
5 equation. It was not money that was
6 earmarked for anybody else.

7 CHAIRMAN CUSTIS: You can't use
8 your trust account to rob Peter to pay
9 Paul. You can't go into one account to
10 take care of another account.

11 BOARD MEMBER GOULD: I understand
12 what you're saying. I just don't think
13 that's the way trust accounting is done.

14 THE WITNESS: If I'm entitled to
15 an attorney's fee of say, \$350, and if you
16 look on here, I probably never took my \$350
17 until somewhere at the very end. Probably
18 months later. I took that \$350 on December
19 1. If I was out-of-trust, I was
20 out-of-trust my fee that was due me.

21 BY MR. GREGORY: (Continuing)

22 Q The point is, a lot of it was
23 because of not taking money timely.

24 A Well, I generally receive my
25 money. You do a real estate closing today, and it

1 could be three or four months later before you get
2 the Certificate of Satisfaction for any Deeds of
3 Trust that are outstanding on the property.

4 I apply for the title policy when I have
5 all of that information. In fact, that's when they
6 like it. When I can give them the fee and all of
7 these Certificates of Satisfaction and everything, at
8 the same time. It's at that point generally, when I
9 pay myself. That could be, like I said, four or five
10 months down the road.

11 Q When do you consider yourself
12 finished in the matter?

13 A After I turn in the title policy.
14 Again, which you might handle a real estate
15 transaction until four, five, six months until after
16 the matter closes. Anytime it was out-of-trust, it
17 was basically out-of-trust for my fee. Why would it
18 be out-of-trust my fee? Again, this is only an
19 example of two. I just brought the ten that Mr.
20 Campbell was questioning.

21 In one we've got a human error of \$592.84.
22 Another one and, -- What date was that transaction?
23 10-13. Then \$401.81 in another transaction that took
24 place on 6-95. It was hardly ever out-of-trust.

25 Well, again, like I said, that's just two

1 out of the 200 and something. Not even counting
2 human error that could have been made before that.
3 Some others might have taken place during this time
4 period too. I only concentrated on the ten that Mr.
5 Campbell looked at.

6 Q Did you take any of the money
7 that belonged to any of your clients and convert it
8 to your own funds, or take any client's money?

9 A Well, my fee.

10 Q I mean the client's money. Did
11 you ever take any money that belonged to your
12 clients?

13 A No.

14 Q All right, sir.

15 A Mr. Campbell himself testified
16 that there was no evidence that I -- I don't see how
17 he can say that all my records were incomplete.

18 Again, he had the bank statement, and you
19 can count the number of checks he has. He has more
20 checks than is covered during the 12 month period. I
21 also gave him a general ledger, and a specific ledger
22 for each transaction that was handled. He has all of
23 them.

24 Q Would you agree sir, that this is
25 not a model-type way of appropriately accounting a

1 trust account, in terms of --

2 A Well, I'm not perfect, but, like
3 I said, in my trust account, I don't have anybody's
4 long-term money in there. I do a real estate
5 closing. It comes in. Within so many months, it's
6 out. In personal injury cases, the money comes in.
7 It goes out. I don't have anybody's long-term money
8 in my account. No one's. Any long-term money I'm
9 holding is in special accounts all of its own. I
10 don't have any long-term money held up in here. It
11 comes and it goes. It comes and it goes. Everything
12 from all of these accounts to be handled are personal
13 injury cases and real estate matters.

14 Q Did you know of any checks that
15 bounced that a client cashed and then came back to
16 you and said it was insufficient funds?

17 A Not for me, no. I received a lot
18 of them.

19 Q In other words, clients are
20 paying you, and their checks bounced?

21 A Right. I mean, when you deal
22 with low-income people, that's what happens.

23 Q But, you did get these
24 overdrafts -- They cleared?

25 A Right. They all cleared.

1 Again, the overdrafts, all I could say they
2 came from is human error. Sometimes if you go to the
3 courthouse to record a deed, and you have on your
4 settlement statement that the recording fee is \$50,
5 and you get there and the clerk says it's \$51, you're
6 not going to go all the way back and say, I need
7 another dollar. You pretty much write the check for
8 \$51.

9 Again, you do have some surplus money in
10 there that you are allowed to have to keep things
11 from bouncing.

12 Again, when you deal with clients with a
13 lot of money, you probably don't have that problem.
14 When you deal with clients who have no money, you
15 have those problems.

16 Everyone says to make the legal profession
17 available to everyone, but they don't compensate you,
18 or tell you about the headaches that come with it.

19 Q Did you submit everything that
20 you were supposed to submit to the mortgage company
21 for Ms. Steele, in terms of the assumption package?

22 A Yes, I did. They never called me
23 back. I sent a \$125 check and the recorded Deed of
24 Assumption. How did they know to contact Ms. Gray if
25 I never sent them anything? They were writing Ms.

1 Gray. How did they know, if I never sent them
2 anything?

3 I gave them everything they asked for, and
4 heard no more from them.

5 Q Mr. Motley, when you sent the
6 \$125, was your name and your office address printed
7 on your check?

8 A Yes, it was.

9 Q Did they ever write you anything
10 saying you had not sent in, that anything was missing
11 from the package?

12 A Not at all. I think the only
13 time they contacted Ms. Steele was when Ms. Gray
14 wasn't paying. Of course they wouldn't contact me
15 for that.

16 Some questions came up earlier about the
17 settlement statement in this matter, and why wasn't
18 Ms. Steele given a credit for her escrow balance. If
19 you look at the statement from the mortgage company,
20 Ms. Steele owed them \$372.28. The escrow balance was
21 \$413. We just said we would, you know, forget about
22 it.

23 In the settlement statement, it was taken
24 from Ms. Steele and credited to Ms. Gray. If she had
25 paid the \$372, it would have been in the top part of

1 the settlement statement as her needing a refund. We
2 deducted money from Ms. Steele because she owed them
3 \$372.28. That was basically just a wipe-off. That's
4 why you don't see where I credited her for the escrow
5 balance.

6 If you look at the insurance statement.
7 Why didn't I notify her about the insurance? It
8 states on there. They both signed a statement
9 saying, this escrow money is going to Ms. Gray. Ms.
10 Gray can have that same insurance if she wants to.
11 We talked about the insurance there. The statement
12 that you have right there says that she can have that
13 same insurance, and that escrow money is going to Ms.
14 Gray. That's what happened.

15 I never heard anything from Ms. Steele.
16 Well, she did come back. But, again, I was never
17 told that any of the documents that I did was wrong.

18 Now, again, we had a real estate
19 transaction where I was the attorney representing
20 both parties. As long as everyone's in agreement, I
21 can represent both people. Now, if she wants to go
22 after Ms. Gray, I can't represent her against Ms.
23 Gray. I told her that was a conflict of interest. I
24 told her she was going to have to find another
25 attorney. I told her that myself. I'm not going to

1 represent both parties, and then they start fighting.
2 I can't put one down and represent the
3 other -- The one with the most money or whatever.
4 No. I couldn't do that. It's a conflict of
5 interest, plain and simple.

6 No one has ever showed me that I did
7 anything wrong in this transaction. I did exactly
8 what they wanted.

9 I feel like a stock broker. You tell me
10 you want to buy some stock. You give me the money,
11 and I give you the stock. If the stock goes bad, is
12 that my fault? No.

13 Her whole complaint was that Ms. Gray
14 wasn't paying. I was not a guarantor of that money,
15 whatsoever. Not at all. She testified to that
16 herself. I did everything according to what she
17 wanted. When things go bad, who do you blame? The
18 lawyer. It's the lawyer's fault.

19 Maybe Mr. Fleckenstein was trying to find
20 something wrong. We need to have a civil case. A
21 legal malpractice case. That hasn't come up.
22 Nothing has come up. There was nothing wrong.

23 He charged her \$500 to tell her everything
24 that was done was right, but that she needed to
25 collect her money. The one thing that I couldn't

1 tell her. She knew she had to do it. The only thing
2 he told her was foreclose, do a Deed In Lieu of
3 Foreclosure, or basically sue her on the note. I
4 couldn't do it. I wasn't going to do it after
5 representing both parties.

6 She might have been frustrated at me,
7 because I said she was on her own. I did what you
8 wanted to do. The rest is on your own. That's what
9 it was.

10 Q Do you mean on your own as to
11 collecting?

12
13 A Yes. I couldn't put one client
14 down and start representing the other, when I
15 represented both of them from the beginning. I did
16 the things they wanted done in this transaction.
17 Everything.

18 MR. GREGORY: That's all we have.

19 CHAIRMAN CUSTIS: Mr. Hirsch?

20
21 CROSS-EXAMINATION

22 BY MR. HIRSCH:

23 Q Mr. Motley, let me get a hold of
24 the exhibits here. In your letter to the Bar, which
25 was June 14, --

1 A That spells out everything. I
2 wish the Bar would read that letter. It doesn't
3 conflict at all with any of the testimony you've
4 heard today.

5 Q You said, and I quote, it was
6 also made plain to Ms. Gray that the hazard insurance
7 was being assumed with the judgment docketed against
8 it. Ms. Davis has signed a note regarding the
9 judgment.

10 Was there a judgement, or was there not a
11 judgment?

12 A Well, again, when they came to
13 me, I was told that Ms. Steele owed some money in the
14 amount of \$3,000 something. So, instead of doing the
15 closing, and she was paying that judgment off, she
16 wanted the money in her pocket. So, to guarantee
17 that Ms. Gray would not have to pay that money, in
18 that it would be attaching to the house, she signed a
19 note and Deed of Trust, so that Ms. Gray had security
20 that she would live up to that obligation that she
21 had.

22 Q Did you do a title search for
23 this transaction?

24 A No, I didn't. I wasn't asked to.

25 Q I take it that you don't know

1 whether the transaction was a judgment, a mechanic's
2 lien, or a Deed of Trust for the financing for the
3 windows. You don't know what the transaction was?

4 A When the parties came to me, they
5 had everything already worked out.

6 The first time she came over, I had the
7 Deed of Assumption done. I had the Deed of Trust
8 from Ms. Steele to Ms. Gray and from Ms. Gray to Ms.
9 Steele.

10 All the exact amounts of money and
11 everything had already been communicated to me. I
12 was just doing the paperwork. They had worked all of
13 that out.

14 They came to me, told me what they wanted
15 me to do, and we worked it all out. I did the
16 paperwork, and that was it.

17 Q You would agree, would you not,
18 that as between Ms. Steele, Ms. Gray and yourself,
19 ya'll were the only three at the closing?

20 A Yes.

21 Q You were the person reposed with
22 the knowledge of a lawyer, and not the other two
23 people. Would you agree with that?

24 A No. I don't know what they know.

25 Q They weren't lawyers, were they?

1 A Generally in an assumption, I do
2 not have anyone to sign a statement saying this is a
3 non-qualifying assumption. But, with the things that
4 were going on, I said, we better put in there that
5 this is a non-qualifying assumption. I knew Ms.
6 Steele wanted to buy another house. I knew that if
7 Ms. Gray didn't pay, it would affect her credit, as
8 it did.

9 But, we put in there, and I did something I
10 normally don't do. I drew up that statement to make
11 it plain. This is a non-qualifying assumption, but
12 she will apply to get it in her own name within two
13 years.

14 Q So, Mr. Motley, of the three
15 people that were at this closing, the only person
16 with legal knowledge was yourself?

17 A Correct.

18 Q They were looking to you, were
19 they not, to make sure that the paperwork was
20 correct?

21 A What was wrong?

22 Q All right. Look at Exhibit H.

23 A Payable to Rebecca Gray. Right?

24 Q First of all, was there a Deed of
25 Trust that corresponded with --

1 A Yes, there was.

2 Q Was it recorded?

3 A No. It was never recorded
4 because we couldn't record it until Ms. Steele bought
5 her new house. If we record it now, what would we
6 record it to? She owned no real estate at that
7 point. There was nothing to attach it to.

8 Q Did they execute a Deed of Trust?

9 A Well, no. It was a dry closing
10 with regard to that part of the transaction. But, it
11 wouldn't be of any effect until she bought her new
12 house, and I didn't know whether her new house was
13 going to be in Henrico, Richmond, Chesterfield, or
14 where.

15 Q So, they didn't sign a Deed of
16 Trust?

17 A Yes, they did.

18 Q And, what description did you use
19 in the property for the Deed of Trust?

20 A That part wasn't in there until
21 she got her new house. That's why it wasn't
22 recorded. That part was blank until she got her new
23 house.

24 Q Now, Mr. Motley, since you don't
25 know whether it was a judgment, another Deed of

1 Trust, or perhaps a creditor already existing on the
2 property, or a mechanic's lien, isn't it true that
3 this Deed of Trust note represents an additional debt
4 of Ms. Meade, in addition to the debt she already has
5 to the creditor?

6 A No. It was understood and known
7 between the parties that this is your security that
8 Ms. Steele will pay her obligation. This is Ms.
9 Gray's security that she will pay that obligation.
10 It would only be, if Ms. Gray went to enforce that
11 note.

12 Q What did you do with the original
13 of this note?

14 A I might still have it. Or, Ms.
15 Gray might have it.

16 Q You didn't provide it to the Bar,
17 did you?

18 A I must have.

19 Q Do you have it?

20 A I don't have my whole file here.
21 I did give it to the Bar. It's right here.

22 Q Do you not agree that this
23 document, just on its face, represents a debt of Ms.
24 Meade to Ms. Gray?

25 A The parties knew exactly what it

1 was for.

2 Q But, does the document not speak
3 for itself? It is a debt of \$3,366.78.

4 A If Ms. Steele didn't pay what she
5 owed.

6 Again, like I said, the parties had worked
7 everything out. They were in agreement to
8 everything. I was just providing the security for
9 Ms. Gray.

10 Q I understand.

11 Mr. Motley, didn't Ms. Meade owe the
12 creditor, and not Ms. Gray, \$3,366.78?

13 A But, again, that whole document
14 was security for Ms. Gray, in case she did not pay
15 for those windows. Suppose they filed a mechanic's
16 lien. The mechanic's lien would go against Ms. Gray.
17 They would say, oh, well. When you did the closing,
18 you assumed all of that. Any liens attaching to the
19 property or whatever, or mechanic's liens, you
20 assume.

21 So, to make sure she could get
22 contributions from Ms. Steele, that was signed. Yes,
23 it was.

24 Q So, the Deed of Trust I take it,
25 was never completed?

1 A We never had a house to attach it
2 to.

3 Q It's never been completed, has
4 it?

5 A I don't know. They stopped
6 contacting me or whatever.

7 Q As to the security you tried to
8 provide for Ms. Gray, she still doesn't have it?

9 A She doesn't have the house,
10 either. It's been foreclosed on. She used to live
11 there.

12 Q As to the security, it was never
13 recorded. Therefore, you never protected that
14 interest.

15 A Well, again, how could I record
16 it if she never told me where she moved to, or that
17 she did move? I think she said she was living with
18 her sister or something.

19 Again, you don't record against something
20 they don't own.

21 Q Okay.

22 A That would be incompetent.

23 Q Mr. Motley, looking at Exhibit I,
24 this is the Deed of Trust note and the Deed of Trust
25 from Gray to Meade.

1 A Correct.

2 Q First of all, is there any
3 particular reason why you have Evelyn Meade shown as
4 the beneficiary and also as a trustee on the Deed of
5 Trust?

6 A Well, I don't think there's
7 anything wrong with the beneficiary being the
8 trustee. It's done all the time. You can collect
9 your own money. Why pay a lawyer to do what you can
10 do yourself?

11 Q Okay. Now, this Deed of Trust
12 was recorded simultaneously with the Deed of
13 Assumption, was it not?

14 A That is correct.

15 Q Why is the Deed of Trust not
16 shown on the HUD-1 statement?

17 A Well, again, everybody knew that
18 it was the \$3,000 something, minus that Deed of
19 Trust. That was still appointed as cash to her.
20 It's still income to her, even though she deferred
21 her income.

22 Q Did the lender --

23 A No one was confused by that.

24 Q Did the lender in this --

25 A She testified that she was not

1 confused by that.

2 Q Did the lender in this FHA
3 finance loan know of this secondary finance?

4 A They didn't have to. It was
5 secondary. They don't have to know what's behind
6 them.

7 Q All right. Why did you deposit
8 this personal loan that's in our documentation here,
9 into your trust account, sir?

10 A I put it in my trust account
11 because, again, I have a general account and a
12 personal account. When it comes time at the end of
13 the year for me to add up my gross income, I add up
14 all the deposits in my general account and all my
15 deposits in my personal account. If I had put it in
16 my general account and took some out, and put it in
17 my personal account, I would be double accounting
18 some of it.

19 Q All right. But, you deposited
20 the personal loan into your trust account, not your
21 general account, right?

22 A Right.

23 Q Why did you put it in your trust
24 account?

25 A I put it in my trust account

1 because I wanted that money in different accounts.
2 If I had put it in my general account, and then took
3 a check from my general account and put it in my
4 personal account, at the end of the year when I start
5 adding up all of my deposits, I would have been
6 double accounting some of that money.

7 Q Then you immediately turned
8 around and wrote yourself \$2,300 in checks.

9 A It was my money, wasn't it?

10 Q Why did you leave \$700 and some
11 in the trust account?

12 A I do note that I am human, and I
13 do make errors --

14 Q Okay.

15 A -- as shown on the bank
16 statements that there were overdrafts from here to
17 there or at various times. I have made errors.

18 Q Why did you deposit the Nathaniel
19 Battle check for \$1,000 into your personal account,
20 and not into your trust account?

21 A Well, personally, at the time, I
22 thought I had put it in the trust account. But maybe
23 because of the fact that it was an out-of-state bank,
24 and so forth, I did.

25 But, again, I knew that for the amount of

1 checks I had to write for Ms. Steele's transaction, I
2 had enough to cover it. If you do that, minus the
3 attorney's fees, I had \$700 and some in there, plus I
4 was entitled to \$450. That was \$1,100 and something.
5 So, that would still leave \$100 in the escrow account
6 to cover anything else. I knew that wasn't going to
7 bring it out of trust. Putting it in there.

8 Again, that was error. I should have put
9 it in the trust account. But, then I would have
10 messed up a whole lot of people's money if I had. A
11 whole lot of people's checks might have bounced if I
12 had done that. So, in hindsight, it might have been
13 better. But, according to the Bar, it was not
14 proper.

15 Q Looking at Exhibit K, it shows
16 \$413.40. A sum of money which, as of the date of
17 this assumption statement, Ms. Meade owned.

18 A Right.

19 Q You agree with that?

20 A Right.

21 Q And, would you also not agree
22 that according to this assumption statement, any
23 proration of that sum of money and any agreement as
24 to that sum of money, was going to be between the
25 parties? If nothing was done, according to the

1 lender, the lender was going to transfer it to the
2 person?

3 A Correct. She signed a statement
4 to that effect.

5 Q That's right. So, why didn't --
6 You mean to tell me that Ms. Meade agreed to give up
7 \$413.40?

8 A If you look a little further
9 down, she owed \$372.28.

10 Q Yeah.

11 A So, that means you're talking
12 \$25, \$35.

13 BOARD MEMBER GOULD: Wouldn't you
14 say that that's an overdue amount?

15 THE WITNESS: That's a past due
16 amount for Ms. Steele.

17 BOARD MEMBER GOULD: Do you see
18 up here where it says, next payment due,
19 February 1, 1996?

20 THE WITNESS: It doesn't have a
21 date on here, but it says, payment due:
22 \$372.28.

23 BOARD MEMBER GOULD: Now, do you
24 see up here where it says, next payment
25 due: February 1, 1996?

1 THE WITNESS: I see that. But,
2 again, what I do have to look at is as she
3 still owes \$372. What the \$372.28 is for,
4 I do not know. But, I'll give you their
5 records.

6 BY MR. HIRSCH: (Continuing)

7 Q Mr. Motley, on the HUD-1, Exhibit
8 F -- They are lines 213 and 513. You split up the
9 payment due of \$372.28, equally, did you not?

10 A Yes, I did.

11 Q You did it in such a fashion
12 that, Ms. Meade, Ms. Steele, was charged with half of
13 it, and Ms. Gray was credited with half of it.

14 A Well, as far as that \$372.28 --
15 See, that's what that is. That's half and half,
16 pretty much.

17 So, if Ms. Steele owed \$372.28 -- But, if
18 she had paid it, it would have been up in the top
19 part of the HUD-1. Since she hadn't paid it, it had
20 to be taken from her, and then credited to Ms. Gray.

21 Q Your premise, I assume, for doing
22 that, Mr. Motley, is because Ms. Gray then was
23 expected to make the next payment, because she got
24 credit for 15 days?

25 A That's right.

1 Q And you knew that this purchaser
2 couldn't even bring \$4,000 to the closing?

3 A That was her business. Not mine.

4 Q But, you knew that you had a
5 purchaser that couldn't even bring the money to
6 closing?

7 A She's the one who wanted to
8 close. She gave up the keys.

9 MR. GREGORY: Mr. Motley, would
10 you let me put an objection on the record?

11 I think it's argumentative, and
12 that's what's encouraging Mr. Motley in
13 turn, to be argumentative.

14 He's answered the question, and
15 Mr. Hirsch is being argumentative.

16 THE WITNESS: I did what the
17 parties wanted done.

18 CHAIRMAN CUSTIS: Let's move on,
19 Mr. Hirsch.

20 MR. HIRSCH: All right.

21 BY MR. HIRSCH: (Continuing)

22 Q The recordation fees which are
23 shown on the HUD-1 for the Deed of Trust -- Do I
24 assume correctly that that's for the Deed of Trust
25 from Gray to Meade?

1 A Yes. Both.

2 Q Well, if it was both, wouldn't it
3 be a double charge for \$13?

4 A You're looking at the deed fee,
5 not the mortgage fee.

6 Well, it is. If you see on the card,
7 there's one for both of them. In the middle I guess
8 it should be \$26, but as far as on the side, it is
9 \$13 and \$13. In the middle I did put \$13. It
10 probably should be \$26, but it still adds up to what
11 it's supposed to add up to. Human error. But, of no
12 effect.

13 That's why you see the Deeds of Trust fees
14 to both parties in all cases. Both of them had Deeds
15 of Trust that needed recording.

16 Q Would you go to Exhibit J,
17 please? I take it you drafted this?

18 A Yes, sir.

19 Q Could you tell me why you drafted
20 this?

21 A Because I knew that the parties
22 were having trouble with the money. I knew that Ms.
23 Steele wanted to buy a new house, because it seemed
24 that she was desperate to get rid of the one she had.

25 It was a non-qualifying assumption and we

1 talked about it. We wanted to sort of, at least put
2 a little leverage on Ms. Gray to apply to get it in
3 her own name, within a certain period of time, to
4 relieve Ms. Steele.

5 But, again, that wasn't even guaranteed.
6 It's says, you will try. She did. She still got
7 foreclosed on, but she did. How they did that -- Not
8 honor the Deed of Trust Ms. Steele had, I don't know.

9 Q So, the purpose of this was to
10 obligate Ms. Gray to put herself in a position to
11 release Ms. Meade from liability on the mortgage. Is
12 that correct?

13 A It was more or less an
14 encouragement. Not an obligation. An encouragement.
15 I usually don't even do anything like that.

16 Q In fact, Ms. Gray would have to
17 get a release and a particular HUD-1 form, which is
18 in Exhibit K. The last two pages alluded to as
19 HUD-92210-1, for proof of purchase and release of
20 liability?

21 A Well, she did do that, but I
22 mean, -- I don't see exactly what you're looking at.

23 Q Do you see the notice to
24 homeowner?

25 A Exhibit K?

1 Q On the last two pages of K.

2 A Okay.

3 Q You had Ms. Gray sign that?

4 A Yes. For her to know what she
5 had to do.

6 Q Right. The bottom paragraph of
7 the first page says, -- It speaks to how she would
8 take care of that situation. The release from
9 liability.

10 A Right.

11 Q Right. And, that's what Ms.
12 Meade needed to get from Ms. Gray, isn't it?

13 A Well, she got it.

14 Q She did?

15 A Yes. Not through me, but she did
16 eventually. Yes, she did.

17 Q Okay.

18 A That never affected Ms. Steele.

19 Q Is that what you were trying to
20 do through that paragraph?

21 A Well, no. No. I couldn't
22 guarantee anything. I could only say, hey. This is
23 what ya'll strive for. This is what ya'll strive
24 for. Strive to do this.

25 That was never a guarantee that it would

1 actually happen. I couldn't guarantee anything like
2 that.

3 Q Did you associate any other
4 attorney in this matter?

5 A I didn't need to.

6 Q Okay. And, I take it you never
7 withdrew from it either?

8 A Well, when she wanted me to go
9 after Ms. Gray, I basically did. But, the
10 transaction was basically complete at that time, as
11 far as I was concerned.

12 Unless Ms. Gray gave me some money to turn
13 over to Ms. Steele, the transaction was complete,
14 other than recording that other Deed of Trust.

15 Q Right.

16 A But, everything else was
17 complete.

18 Q Now, with respect to your trust
19 account, are you the only signatory on the trust
20 account?

21 A Yes, sir.

22 Q Was that the case in 1996?

23 A Yes, sir.

24 Q All right. Are you the person
25 who prepares all your records pertaining to your

1 trust account?

2 A Yes, sir.

3 Q Was that the case in 1996?

4 A Yes, sir.

5 Q The subsidiaries that you gave
6 Mr. Campbell, did you prepare those?

7 A Yes, I did.

8 Q In response to the subpoena duces
9 tecum, or had you already had them prepared?

10 A They were already prepared. Some
11 of them I re-did for clarity or whatever.

12 Q I see.

13 A Like I said, sometimes they were
14 over things, or the amounts of money wasn't exactly
15 correct. Some of them I re-did for clarity. But, I
16 have a whole log of those.

17 Q What did you do with the interest
18 that the trust account earned?

19 A Well, it basically stayed there,
20 other than, I guess maybe paying for an overdraft
21 charge.

22 At one time I did have an Iolta account. I
23 don't know what period of time I got rid of the Iolta
24 account. I really don't know. I wrote to the Bar
25 telling them not to do the Iolta.

1 Q You never paid any money into the
2 account, I take it, to cover the overdraft and
3 activity charges?

4 A Well, it probably came out of any
5 fees that were due me. Like I said, in all of these
6 transactions, if anybody who was supposed to be paid
7 wasn't paid any fees, it was me.

8 Q Why did you not provide all of
9 the checks for each subsidiary ledger that you
10 provided to Mr. Campbell?

11 A Well, I said the period was July
12 30. Maybe only two checks came through there in
13 July, but the other part of the transaction was May,
14 June and April. I didn't provide those. In some
15 cases I did. But, a lot of times I didn't provide
16 those checks that were before that period.

17 Again, if you look at all the bank
18 statements -- If they say 50 checks came through my
19 account, you will find 50 checks right there. In
20 fact, you will probably find 52 or 53, because in
21 some cases I did provide checks that were outside of
22 the period so you could see that everyone was paid
23 the way they were supposed to be paid. In some
24 occasions, I didn't. But, he has more checks than
25 those bank statements ask for. He has more.

1 Q Looking at AA, how do you explain
2 that there was a difference on the subsidiary ledger
3 sheet between the amount total for the checks, and
4 the amount total shown by your ledger card?

5 A Well, again, I don't know what
6 procedure Mr. Campbell used. Again, he said I had
7 \$36,000 for this transaction, and then I had another
8 deposit of \$1,000 here and \$1,000 there. He doesn't
9 even look at that all.

10 But, if I wrote checks for other things
11 that he didn't give me credit for, it would have been
12 lower.

13 Q Look at the last two checks in
14 that Exhibit AA. The two checks to you.

15 A Yes, sir.

16 Q How did you know that those two
17 checks pertained to this case?

18 A Well, I can look at the
19 transaction that was involved, basically. I didn't
20 put the name on there, but I probably do less volume
21 than a whole lot of other people. So, you know, I
22 can work by memory.

23 I'm like a country lawyer. You know
24 everything that goes on in your office, pretty much.

25 When you're with a big firm and you've got

1 people lined up coming in, it is hard to keep track
2 of. But, when you're like a country lawyer, you
3 know, you deal with everybody on everything.

4 Again, if you look before this period
5 between the date of these checks and the date that
6 that settlement came in, I bet you won't see any
7 checks for that amount of money. You can't put it to
8 another case. I can tell you that.

9 Q Would that be the same
10 explanation for the check written to yourself, which
11 would be on the last page of BB?

12 A Yes, sir.

13 Again, Mr. Gregory called the Bar. We
14 could not find a file for Beryl Phillips. All of
15 these exhibits that you have right here -- I have
16 everything that I submitted to the Bar right here.

17 He had called, and we told Mr. Campbell
18 that we could not identify that file, other than by
19 the name of Beryl Phillips. If that was a real
20 estate closing, \$450 is the customary fee.

21 Q I see. How long have you been in
22 practice, Mr. Motley?

23 A 17 years. Plus.

24 Q I take it -- During that whole
25 time, have you been the person who has been running

1 your trust account?

2 A Yes, sir. Solo practice the
3 whole time.

4 Q Have you been doing real estate
5 during that whole time period?

6 A Until the passing of Crespa. I
7 don't do real estate anymore, because I didn't want
8 to deal with Crespa and deal with the title companies
9 for \$100.

10 Q You're not alone on that.

11 A You made the allegation. It
12 wasn't like they kicked me out of doing title work.

13 Q Right. Have you done assumptions
14 prior to this assumption in this case?

15 A Yes, sir. Again, no one has
16 showed me where anything was wrong. Other than Ms.
17 Gray didn't pay, which was not my fault.

18 Q I understand.

19 A No one has shown me anything that
20 was wrong.

21 Q I understand.

22 A At first they came and said it
23 should have been a certified check in that settlement
24 act. I called the guy and told him that that
25 settlement act doesn't apply to these assumptions.

1 Then ya'll got off of that one.

2 That was Ms. Gray's complaint to the other
3 attorney. It should have been a certified check. A
4 settlement act doesn't apply to that. You try to
5 help people out. You charge them \$4 extra for a
6 certified check when they already don't have any
7 money, and --

8 CHAIRMAN CUSTIS: Mr. Motley --

9 MR. HIRSCH: I don't have any
10 other questions.

11 CHAIRMAN CUSTIS: Redirect, Mr.
12 Gregory?

13 MR. GREGORY: I have no further
14 questions.

15 BOARD MEMBER DEZIO: Mr. Motley,
16 first, with reference to Exhibit H, which
17 is the \$3,366.78 note from Ms. Meade for
18 the benefit of Ms. Gray, is it your
19 testimony that you do not know where the
20 original of this note is?

21 RESPONDENT MOTLEY: I might have
22 it in my file. That note could have been
23 with Ms. Gray.

24 But, again, the Deed of Trust
25 wouldn't be there because we never recorded

1 the Deed of Trust, as there was nothing to
2 attach it to. I didn't know where she
3 would be living. Which jurisdiction.

4 BOARD MEMBER DEZIO: But, did you
5 have any concern, since it's payable to
6 Rebecca Gray, that that note might be
7 negotiated at some point -- Somebody who
8 has a defense against Ms. Meade, saying,
9 oh. This is only a deed securing the debt
10 to the window company?

11 RESPONDENT MOTLEY: Well, you can
12 question anything, but can you win on what
13 you question?

14 BOARD MEMBER DEZIO: My question
15 is, did you have any concern about this
16 being negotiated?

17 RESPONDENT MOTLEY: These parties
18 worked everything out. The only way, to my
19 knowledge, that I could sort of guarantee
20 that Ms. Steele would live up to her
21 obligation, was for her to sign a note and
22 have a Deed of Trust. It would be
23 security, instead of going bankrupt, and
24 then it's flushed out the window.

25 BOARD MEMBER DEZIO: I understand

1 what you were trying to do. My question
2 is, were you concerned that the note might
3 be negotiated with a holder in due course?

4 You are acting in good faith if
5 you have that concern.

6 RESPONDENT MOTLEY: Well, again,
7 if someone tries to negotiate that note,
8 can't you come in and show that it's been
9 paid and is not owed anymore? It just
10 hasn't been released.

11 BOARD MEMBER DEZIO: I just asked
12 if you had any concerns.

13 RESPONDENT MOTLEY: I did, but
14 you can question anything, but can you win
15 on it?

16 BOARD MEMBER DEZIO: My second
17 question is, on the assumption statement,
18 which Ms. Gould pointed out, is dated
19 January 29, 1996, it said the next payment
20 was due February 1, 1996. Did you ever
21 ascertain whether the February 1 payment
22 had ever been made?

23 RESPONDENT MOTLEY: That was
24 after -- Well, I don't recall wether I did
25 or not.

1 BOARD MEMBER DEZIO: Thank you,
2 sir. I have no other questions.

3 CHAIRMAN CUSTIS: Mr. Davidson?

4 BOARD MEMBER DAVIDSON: You
5 described to us how you tried to keep
6 account of your receipts and disbursal of
7 money, and I gather that this matter before
8 the Bar has been lingering on as you
9 protest, for three years, --

10 RESPONDENT MOTLEY: No, sir. One
11 year.

12 BOARD MEMBER DAVIDSON: I'm
13 sorry. One year. But, you knew that two
14 years ago the Bar started looking at your
15 record keeping system, correct?

16 RESPONDENT MOTLEY: Yes, sir.

17 BOARD MEMBER DAVIDSON: Have you,
18 in the last 2 years, done anything
19 different in your record keeping system?

20 RESPONDENT MOTLEY: Well, I've
21 tried to keep better track of the checks,
22 such as writing on the memo who the client
23 was in various cases.

24 Again, I have a general ledger, I
25 have specific ledgers, and that's what the

1 Bar requires.

2 BOARD MEMBER DAVIDSON: Do you do
3 any reconciliation of your accounts?

4 RESPONDENT MOTLEY: Yes, sir.
5 Every month when I get a bank statement, I
6 reconcile everything. Every month.

7 BOARD MEMBER DAVIDSON: Are you
8 still having overdraft problems?

9 RESPONDENT MOTLEY: Occasionally.
10 Like I said, when you deal with a lot of
11 low income people, you get a lot of checks
12 that bounce, or --

13 Again, if I make a human error
14 somewhere, yes. It might cause a check to
15 bounce. Yes, it might.

16 BOARD MEMBER DAVIDSON: Have you
17 thought to go to a computerized system that
18 might help you avoid that?

19 RESPONDENT MOTLEY: I wish I
20 could afford one. Seriously.

21 Again, I deal with low income
22 people. That's what it is. I can't afford
23 all of these conveniences and so forth.

24 BOARD MEMBER DAVIDSON: How much
25 money do you think you've lost to

1 overdrafts and service charges?

2 I'm looking at some of these
3 statements, and they're rather hefty. It
4 seems to me you can't afford not to get a
5 computer.

6 RESPONDENT MOTLEY: No, sir.
7 It's just a matter of the wealth that you
8 have there. It doesn't happen every month,
9 but it does happen. It has happened. It
10 doesn't happen so much that I could have
11 bought a computer by now. I don't believe.

12 Again, if you look at all the
13 transactions that went through, -- 5%
14 error, or --

15 BOARD MEMBER DAVIDSON: What
16 about the interest that is accruing in
17 these accounts?

18 RESPONDENT MOTLEY: That has
19 stopped.

20 BOARD MEMBER DEZIO: That has
21 stopped?

22 RESPONDENT MOTLEY: Yes, sir.
23 That has stopped. At one time I know they
24 had the Iolta accounts where they were
25 using that money to fund low-income people,

1 or legal aid or whatever, but I had heard
2 at that time, that if you can show that you
3 are dealing with certain clients or at a
4 certain economic level, that it was okay.
5 I kept it in there at that time.

6 Again, the laws have changed
7 quite a bit from say, when I started, to
8 now, on escrow accounts and agreements and
9 so forth.

10 Like I said, I have nobody's
11 long-term money in my account. At one
12 time, I did. But, then they changed it.
13 You've got to put it in a specific account
14 or by itself, and so forth. I did that.
15 All of my money comes and goes. Nothing is
16 in there long term, whatsoever.

17 BOARD MEMBER DEZIO: On some of
18 the ledger sheets that Mr. Campbell got
19 from you, and some of the accountings and
20 totals that he did, shows that in a number
21 of these cases, there is money left over
22 that did not add up to the total amount
23 received. There were two cases where more
24 money was disbursed than received.

25 What do you plan to do with that

1 extra money?

2 RESPONDENT MOTLEY: It's already
3 been disbursed, sir.

4 Again, if you look at Myrtle
5 Cooper, he shows that I had received
6 \$2,250, and I paid my checks for \$1,300 and
7 \$450.

8 But, on the ledger sheet, you see
9 that I did deduct my \$500 that was left in
10 there, out. See, it's right on here. It
11 surely was.

12 Again, some of these things
13 was -- Sometimes you do a personal injury
14 case, and say Myrtle Cooper's doctor didn't
15 bill the insurance company. Instead of
16 sending the doctor the money, and then
17 finding out the insurance comes through and
18 you've got to go to the doctor to get it
19 back, you might wait and say, hey. Did the
20 insurance go through? Oh, it didn't?
21 Okay, doctor. Here's your money. If it
22 went through the insurance, then here,
23 Myrtle Cooper, here's your money. Your
24 insurance came through.

25 That's the only reason I would

1 keep a case open, instead of putting it in
2 the closed file, knowing that I was still
3 entitled to some money out of that file.

4 BOARD MEMBER DAVIDSON: Do you
5 dispute any of the ledgers that he
6 tabulated, especially the ones where you
7 paid out extra amounts?

8 RESPONDENT MOTLEY: Like I said,
9 again, I did have some human errors. I
10 showed you. The checks were all there. I
11 might have paid out \$400 more than
12 according to the ledger I was supposed to,
13 or according to the HUD-1 I was supposed
14 to.

15 You can cause yourself more harm
16 by calling people and telling them you've
17 got to do this all over again, or just
18 saying, well, it's my loss. My business
19 loss.

20 BOARD MEMBER DAVIDSON: I take it
21 that you're saying that because of your
22 practice, you are allowing yourself the
23 misfortune of human error. And, you're
24 allowing that human error to be a standard
25 of your practice.

1 My question is, do you think
2 that's an appropriate way to practice law
3 in this state?

4 RESPONDENT MOTLEY: Well,
5 personally I don't think there's a business
6 out there that doesn't lose some money
7 somewhere.

8 BOARD MEMBER DAVIDSON: You don't
9 have a good accounting system. I'm asking
10 you if you consider that to be a standard
11 of practice in this state?

12 RESPONDENT MOTLEY: Well, I'm not
13 sure what other attorneys do. Again, I
14 have made human errors.

15 Like I said, in any business
16 you're going to have losses. Of the
17 clients I charge a fee to, I'm usually
18 lucky to get half the fee. If you don't
19 get it before the case comes out, you won't
20 get it. It's just a part of the business.

21 The code says, make the legal
22 profession accessible to everyone.

23 BOARD MEMBER DAVIDSON: I'm
24 talking about your losses. I'm talking
25 about being able to properly account for

1 all monies that come in and go out.

2 RESPONDENT MOTLEY: I have. Like
3 I said, every check for that whole year is
4 in these documents right here. Every
5 single one of them. Every single check is
6 in here, plus more than he asked for. I
7 have accounted for every one, and have put
8 it to a specific file. I have done that,
9 sir.

10 BOARD MEMBER DAVIDSON: Thank
11 you.

12 CHAIRMAN CUSTIS: Ms. Decorleto?

13 BOARD MEMBER DECORLETO: Yes.

14 Mr. Motley, in thumbing through
15 the statements you provided, I only found
16 one case where an insufficient funds check
17 was deposited into the account and then
18 charged back.

19 RESPONDENT MOTLEY: Yes.

20 BOARD MEMBER DECORLETO: And, it
21 didn't occur at any time you were out any
22 of your overdrafts for checks --

23 RESPONDENT MOTLEY: Yes.

24 BOARD MEMBER DECORLETO: -- that
25 you had written -- I guess I'm having

1 difficulty reconciling the overdrafts --

2 RESPONDENT MOTLEY: Yes.

3 BOARD MEMBER DECORLETO: -- with
4 NSF checks that you would have gotten? I'm
5 having trouble finding them. Where are
6 those NSF checks?

7 RESPONDENT MOTLEY: Again. Like
8 I said, out of these ten, I pointed out two
9 where there was human error in my
10 accounting. That someone was owed more
11 money than say, the HUD-1 called for. Of
12 course, I paid that money. I didn't leave
13 a deficiency for the purchaser to have to
14 deal with, or anyone else to have to go
15 back to the seller and say, hey, your
16 attorney paid less money than he was
17 supposed to. I went on and paid those
18 things.

19 There were human errors. But,
20 like I said, not as far as everybody's
21 checks bouncing. Everybody's checks were
22 not bouncing.

23 Again, sometimes there were human
24 errors and things that I did, which would
25 reduce the amount of my fee. Or, if I had

1 already taken my fee, it would have caused
2 a check to bounce.

3 BOARD MEMBER DECORLETO: Okay.

4 Just to raise again the question
5 of interest, you did not bill people for
6 some of the charges they owed you because
7 of this interest that you were earning in
8 the account?

9 RESPONDENT MOTLEY: I've never
10 billed anyone for any error that I've made.
11 I've never went back to anyone and said,
12 you owe me X amount of extra dollars. I've
13 never billed anybody for anything after the
14 transaction closed. It was my error. I'd
15 better straighten up and do it better the
16 next time. I've never called anybody back.
17 That can cause you more harm than good.

18 Again, I do not advertise or
19 anything. All of my clients are referrals,
20 as Ms. Steele was. I don't advertise or
21 anything like that. I believe if you do
22 good work, you will get referrals. That's
23 basically what happens.

24 If I make an error, then I am
25 going to eat that error.

1 BOARD MEMBER DECORLETO: One
2 final thing. Seeing the note that the
3 complainant signed, or had to sign
4 regarding that outstanding amount on those
5 windows, it was somewhat general.

6 Regardless of whether it was
7 signed over to someone, that is the kind of
8 thing that is actually accepted as
9 collateral pledged. She could have been
10 held to it, based on my understanding,
11 being in the banking world. She could have
12 been held to that, whether she paid off
13 those windows or not. We wouldn't have
14 seen windows on the document. We wouldn't
15 have cared about windows.

16 Would you have been part of this
17 at a later time to protect her?

18 RESPONDENT MOTLEY: Well, I don't
19 think you can contract around every
20 possibility of everything that can happen.

21 Now, if she had sold that note, I
22 think that would be between Ms. Gray and
23 the person who bought that note. She sold
24 a worthless note is what she did. She sold
25 a worthless note.

1 Like I said, that would be
2 between Ms. Gray and the person who bought
3 that note. It's just like getting a
4 worthless check. They got a worthless
5 note. That's between them.

6 BOARD MEMBER DECORLETO: I guess
7 I'm just going back to when you were
8 representing both of them in the
9 settlement --

10 RESPONDENT MOTLEY: Yes.

11 BOARD MEMBER DECORLETO: -- and,
12 that particular note did not provide a lot
13 of information. It was pretty open-ended.
14 Is that something that's fairly generic
15 that you use?

16 RESPONDENT MOTLEY: That was a
17 generic note. Yes, it was.

18 Again, we did not record the Deed
19 of Trust, which really demands security.

20 Now, I could have put something
21 on there explaining what it was for
22 exactly, and when it would be --

23 I would have to look at it. I
24 don't even know what the dates are. I'm
25 not even sure what the dates are on that.

1 Maybe she said that it was going
2 to be paid off in three years. Maybe we
3 did it for three years. Right off, I can't
4 recall.

5 CHAIRMAN CUSTIS: It's the same
6 date.

7 BOARD MEMBER DECORLETO: It is?

8 RESPONDENT MOTLEY: What is the
9 due date?

10 BOARD MEMBER DAVIDSON: It's June
11 1, 1996.

12 RESPONDENT MOTLEY: So, two
13 years. She knew what the dates were, and
14 said it would be paid off by then.

15 Again, the parties were all in
16 agreement on this. Like I said, I don't
17 think you can draft any legal document
18 that's going to be a cure-all for any
19 possibility that can come up. I don't
20 think you can draft one.

21 BOARD MEMBER DECORLETO: No.
22 We're just used to seeing something more
23 specific in the bank world.

24 RESPONDENT MOTLEY: I mean, it
25 was paid off. It was never released.

1 Again, you know, there's a \$500
2 fee that can be done for someone who
3 doesn't release a Deed of Trust or
4 whatever.

5 But, built in everything is good
6 faith.

7 BOARD MEMBER DECORLETO: Well, if
8 everything was built with good faith, we
9 wouldn't need contracts, would we?

10 RESPONDENT MOTLEY: Like I
11 said, --

12 BOARD MEMBER DECORLETO: Thank
13 you.

14 CHAIRMAN CUSTIS: Ms. Gould?

15 BOARD MEMBER GOULD: I don't
16 have any questions.

17 BOARD MEMBER DEZIO: Can I ask
18 one more question, sir?

19 CHAIRMAN CUSTIS: Sure.

20 BOARD MEMBER DEZIO: Mr. Motley,
21 did I understand you to say that these 10
22 ledgers were drafted by you just recently
23 when Mr. Campbell was making his inquiry?

24 RESPONDENT MOTLEY: No, sir. I
25 said that I might have redrafted some of

1 them. I might have made them more clearer
2 or more legible, or whatever.

3 BOARD MEMBER DEZIO: But, the
4 ledgers we've got are contemporaneous with
5 your work?

6 RESPONDENT MOTLEY: Yes, sir.

7 Like I said, I might have just
8 redrafted them or something. Sometimes my
9 handwriting is not too good for people to
10 read and so forth.

11 BOARD MEMBER DEZIO: Thank you.

12 RESPONDENT MOTLEY: Yes, sir.

13 CHAIRMAN CUSTIS: Mr. Gregory,
14 further evidence?

15 MR. GREGORY: Nothing further.

16 I guess I want to state now, that
17 if Ms. Gray was here to testify, I would
18 proffer that she would corroborate that
19 this note --

20 I appreciate the comments that
21 were made. They were obviously well taken
22 in terms of, holder in due course and
23 purchasers later on getting that note.

24 But, they had a trust
25 relationship. Ms. Steele wanted this

1 matter to take place, as she testified,
2 come high water or bust. She was willing
3 to do that. They both agreed. They had
4 the understanding that they were going to
5 have this note and hold it in good faith.

6 She would testify that when it
7 was over and there was no more risk to her
8 as being the new property owner, then it
9 would be torn up. It was understood.

10 Ms. Gray would have corroborated
11 that that was that type of relationship
12 they had. She would corroborate exactly
13 what Ms. Steele testified to. That she
14 agreed to the closing, knowing the amounts
15 were not what they were. It was
16 uncontradicted, based on her own testimony.

17 Ms. Gray would corroborate Mr.
18 Motley, as well as the understanding about
19 insurance being kept in place that Ms.
20 Steele had on the property.

21 CHAIRMAN CUSTIS: Mr. Hirsch,
22 rebuttal?

23 MR. HIRSCH: No evidence.

24 CHAIRMAN CUSTIS: The panel will
25 entertain closing arguments, and I would

1 encourage you to be brief.

2 Mr. Hirsch?

3 MR. HIRSCH: I think the best way
4 to do this is to tell you that in the real
5 estate transaction itself, Mr. Motley
6 didn't protect Ms. Steele's interest, and
7 certainly didn't protect -- Actually, I
8 think Ms. Gray, had she been able to hold
9 it together financially, would have made
10 out handsomely.

11 Looking at the HUD-1 statement,
12 there is no mention of the secondary
13 financing on it. There's no mention of the
14 escrow balance, even though he did charge
15 Ms. Meade half of the mortgage payment,
16 which he says was the off-set against the
17 escrow. But, it's doesn't off-set it
18 because it's not presented here.

19 As Mr. Dezio thought earlier in
20 the day, the Deed of Trust is in the wrong
21 column as charged to the seller.

22 Apparently it charges for only
23 one Deed of Trust, not two, as Mr. Motley
24 keeps telling us.

25 The problem with the Deed of

1 Trust note that we are talking about is,
2 Ms. Meade is sitting out here totally alone
3 with this debt, in addition to the debt
4 that she has to the creditor. To the
5 extent that this note is floating around,
6 wherever it may be floating. We just don't
7 know.

8 I was happy to hear that the Deed
9 of Trust was not recorded, because if it
10 had been recorded, I'm wondering who would
11 release it. Whose debt was it to release?

12 There was a debt to the creditor
13 for the windows. There wasn't a debt to
14 Ms. Gray. Ms. Gray wasn't going to get any
15 money, apparently, unless she tried to
16 enforce it.

17 Exhibit J, I would argue to you,
18 which was this notice about the agreement
19 between the parties that Ms. Gray would
20 acknowledge the condition that within two
21 years she would apply for a mortgage, so as
22 to release the seller from liability. To
23 release the seller from a liability on an
24 FHA debt, you've got to get a release from
25 the lender, from the service. Not from Ms.

1 Gray.

2 I would argue that that was of no
3 effect whatsoever.

4 Mr. Motley certainly misread, at
5 best, the assumption statement in Exhibit
6 K, with respect to the escrow. Apparently
7 he, in his mind, off-set the payment of
8 \$372.28, which was not yet due, against the
9 escrow, which Ms. Steele owned.

10 As we sit here today, Ms. Steele
11 not only couldn't get all of her money in
12 this transaction, but she also, in addition
13 to that money, didn't get the \$413.40,
14 which was the escrow amount she should have
15 gotten. Presumably, I would assume she
16 would have wanted to get that. She hasn't
17 testified to that, but most people do.

18 If you will recall, there is a
19 letter in here from the lender stating, we
20 haven't gotten the hazard insurance
21 premium, we haven't gotten proof of
22 insurance coverage, and we haven't gotten a
23 copy of the recorded warranty deed. That
24 was on March 21. A little over a month
25 after the transaction. The deed having

1 already been recorded.

2 You heard it from Ms. Steele that
3 the lender was contacting her frequently
4 about the fact that the mortgage was in
5 default. No one was paying on it. So, Ms.
6 Gray obviously, which seems only
7 consistent, wasn't paying the mortgage, in
8 addition to the fact that she was unable to
9 honor her commitment under the HUD-1.

10 I don't think we really know
11 whether there was a hazard insurance
12 policy, or not. Certainly one was not
13 charged in the HUD-1 statement. There's no
14 charge for a hazard insurance policy for
15 the new buyer.

16 The \$1,000 check in Exhibit L.
17 The check which Nathaniel Battle apparently
18 gave Ms. Gray to bring to Mr. Motley, for
19 that first \$1,000 of the \$4,000 that she
20 owed into the transaction. That's the one
21 that bounced twice. As you can see by the
22 two notices which are at the bottom of
23 Exhibit L, it was an uncertified check,
24 from someone not a party to the
25 transaction. And, as we now know, it was

1 deposited into Mr. Motley's personal
2 account.

3 However, Ms. Gray apparently did
4 bring to Mr. Motley \$800, which is
5 represented by Exhibit M. That's a receipt
6 I would presume. It was a cash receipt.

7 The Exhibit which is labeled Q,
8 is this little paragraph which Mr.
9 Fleckenstein drew up about an extension of
10 the amount that was due presumably on the
11 Deed of Trust, simply shows that as late as
12 May 28, this whole transaction was falling
13 apart from the date it started. It
14 remained that way. It was still not
15 rectified, and of course, we know that it
16 never was.

17 Now, the letter in Exhibit R,
18 from Ms. Steele expresses her frustration
19 to the mortgage lender about the whole
20 situation.

21 The bottom line is, the real
22 estate transaction, which was an
23 assumption, which is the easiest real
24 estate transaction to close, was just
25 botched from beginning to end. That's a

1 colloquial term, but I think it applies.
2 It simply demonstrates a lack of competence
3 and a lack of follow through to complete
4 the duties of a transaction.

5 Certainly, Ms. Steele doesn't
6 understand what happened in the transaction
7 from the nature of her testimony. I think
8 her testimony amply demonstrates that. So,
9 he didn't keep her informed of what was
10 going on.

11 The trust account aspects of the
12 matter speak for themselves. Nothing was
13 placed in trust, and yet trust checks were
14 disbursed. So, obviously, Canon 9 was
15 implicated in that transaction.

16 The transaction simply does not
17 reflect an attorney's practice who has 17
18 years of experience in the law, including
19 real estate transactions.

20 The trust account --

21 CHAIRMAN CUSTIS: As long as
22 you're on the real estate matter, why don't
23 you tell us what DRs you think have been
24 violated.

25 I agree with you that it's solely

1 one of competence.

2 MR. HIRSCH: I would not agree
3 that it's solely one of competence.

4 6101A is the competence one. I
5 think that was violated. I asked him if he
6 associated with anyone. I knew he hadn't,
7 but I needed his testimony. He did not
8 associate anyone, which you can do under
9 6101A, to rectify the situation if you are
10 not competent.

11 He seems to have taken the tact
12 that whatever parties to a transaction tell
13 him that they want to do, that's what he'll
14 do, disregarding whether it's proper or
15 appropriate, or whether it's legally
16 possible. It seems that perhaps that's
17 what got Mr. Motley in trouble here.

18 He closed without having the
19 funds to close. A dry closing isn't a
20 closing in which you haven't lined up the
21 funds. You know that you're going to get
22 the funds. He's taken a dry closing a step
23 further. This thing was less than dry.
24 There were no funds. It all had fallen
25 apart before he started. This is not,

1 quote, a dry closing, in the traditional
2 sense of the word.

3 He disbursed the money that he
4 didn't have in his trust account. He
5 recorded without having accounted for the
6 funding. He got one of his clients, the
7 buyer, to sign a note. That, on it's face
8 I think, indicates incompetence there.

9 And, then of course the other
10 matters that I mentioned on the HUD-1
11 statement. That's 6101A.

12 6101B is, you either complete the
13 matters in which you are retained for, or
14 you get out of it. He didn't get out of
15 it. There were very few knots that were
16 tied, that tied this transaction together.
17 So, he didn't complete it. That's 6101B.

18 6101C, I think Ms. Steele's
19 testimony speaks for the lack of
20 information which Mr. Motley was able to
21 convey to his client. She doesn't
22 understand what happened. We don't
23 understand what happened. I think it's
24 safe to say, as we sit here. At least I am
25 not comfortable in knowing everything that

1 happened in this transaction. It's kind of
2 confusing. It shouldn't have been
3 confusing, because an assumption is just
4 that. It's a simplistic transfer of
5 property based upon the assumption of a
6 debt. That's all it is.

7 7101A3 comes in in a very
8 interesting way. This is the DR which
9 speaks to intentional prejudice.

10 Now, I think what we're talking
11 about here, is this: Mr. Motley knew, or
12 should have known, that this transaction
13 was improperly handled, to the extent that
14 he did know that, or that he should have
15 known that. He proceeded with it anyway.

16 Intent is a little bit difficult
17 here, because I don't think he really
18 understands. Based upon what he's told us,
19 I don't think he understands what was wrong
20 with it. So, I guess there's a little
21 problem with intent here. But, that's
22 taking Canon 6 and adding intent to it, to
23 get to the prejudice, which I think
24 obviously has taken place to Ms. Steele.

25 The HUD-1 statement, looking at

1 Canon 1. The HUD-1 statement is supposed
2 to reflect the transaction financially. It
3 doesn't. It doesn't show the secondary
4 financing, which would be, in essence, a
5 misrepresentation under 1102A4.

6 If you will recall that he told
7 the investigator that he had disbursed in
8 that transaction according to the HUD-1.
9 Well, he didn't. He couldn't. He didn't
10 have the money. He couldn't disburse
11 \$3,300 to the seller. So, that was not an
12 accurate statement.

13 At one point, he told the
14 investigator that he had deposited the
15 \$1,000 check from Nathaniel Battle into his
16 trust account. He didn't. That also was
17 an inaccurate statement. All under 1102A4.

18 So, I think that's what pertains
19 to the real estate transaction.

20 2108A1, is sort of a technical
21 violation. If you are violating a rule
22 under the Code of Professional
23 Responsibilities during your
24 representation, and if you continue to stay
25 in the representation, and thereby continue

1 to violate other rules, you, by doing so,
2 violate 2108A1, which would tell you that
3 you need to withdraw, because you continue
4 to make rule violations if you do not do
5 so. I think that that applies.

6 Getting to the trust account
7 analysis, the records are incomplete. The
8 records do not accurately reflect
9 sufficient information to be able to say
10 that we have all of the information we
11 need, as to these ten transactions, to show
12 where all the money went. We can't show
13 where all the money went. Perhaps if we
14 could show where all the money went, there
15 would even be a larger out-of-trust total
16 than the \$12,000 figure.

17 What we can say is that the
18 subsidiary ledgers are incomplete on their
19 faces, because they don't always correspond
20 with the known checks and deposits.

21 The cash disbursement journals
22 were incomplete, as were the receipts
23 journals. The receipt journals Mr.
24 Campbell was viewing the deposit slips as,
25 don't show a source of funds.

1 As to those specific ledgers,
2 insufficient funds to cover the checks and
3 discrepancies within the records were
4 shown.

5 We have overdraft charges we've
6 already talked about. We have charges
7 which themselves need to be covered, which
8 are not being covered. That is, activity
9 charges and overdraft charges.

10 Even though Mr. Campbell was able
11 to testify about a \$12,000 overdraft, you
12 have to credit against that. And, I don't
13 think I can tell you what part of the total
14 interest should be credited against it.
15 Some portion of that interest of \$600 would
16 cut in there at some point, to raise the
17 \$12,000 figure by the amount of the
18 interest, because he did accrue interest in
19 the trust account.

20 So, what does all that have to do
21 with the trust account and disciplinary
22 rules?

23 1102A3 first applies, because I
24 think we can argue pretty easily that the
25 way he operates his trust account is

1 deliberately the wrong way. Why? The bank
2 statements, if nothing else, show on their
3 face that he's operating incorrectly. He's
4 got overdraft charges. That's a signal for
5 him to try to reconcile. He can't have
6 reconciled his trust account. I don't see
7 how he can reconcile his account, or do
8 trial balances. If you have incomplete
9 records, you've killed your ability to do
10 sufficient and appropriate reconciliations.
11 To the extent that the trust records show
12 he's out of trust, which means somebody,
13 somewhere, either didn't get enough money,
14 or somebody got too much money.

15 That brings in 1102A4. It's
16 either deceitful or it's dishonest. We
17 don't know. On it's face, it's at least
18 negligent. Certainly. In retroview, when
19 does it rise to a level that it's not just
20 gross, but it's beyond gross negligence?

21 The records of one's trust
22 account are to be maintained in accordance
23 with the rules promulgated by the Supreme
24 Court for the protection of the public, and
25 so that the bar can look over one's

1 shoulder for the protection of the public,
2 and see what happened with the funds of the
3 public in the hands of an attorney.

4 These trust records are not
5 susceptible to that. What you've heard as
6 an analysis, which I use advisedly, is
7 simply an analysis, based upon incomplete
8 records, which is always a difficult
9 situation to try to put together.

10 2108A1 again, is unheeding,
11 because obviously, you have other
12 disciplinary rules that have been violated,
13 in addition to 2108A1.

14 All of Canon 9, I would argue, as
15 cited in the rules are applicable.

16 9-102A, with respect to Nathaniel
17 Battle's check that didn't go into the
18 trust account. Nothing went into the trust
19 account with respect to the real estate
20 transaction. So, any checks out of the
21 trust account violated 9-102A.

22 The fact that the trust monies,
23 or what should have been trust monies,
24 didn't go into the trust account in the
25 real estate transaction, is a violation of

1 9-102A.

2 9-102B speaks to the requirements
3 of what you should be doing with your trust
4 account. Keeping appropriate accounts and
5 records, etc.

6 9-103 speaks to the specificity
7 of the types of records that you have to
8 keep, in order to honor 9-102B.

9 The records do not meet the
10 requirements of Canon 9, pure and simple.
11 I think we've demonstrated that amply.

12 Then, you have the subtotal of
13 the overdraft total of \$12,000 plus, which
14 Mr. Campbell pulled only for a specific
15 date. As I think you could pick up from
16 his testimony, there are other out-of-trust
17 sums that one could add together on
18 different dates. He just pulled a specific
19 date, which is what I asked him to do. I
20 think that's all you can do in this
21 situation.

22 So, what happened to the rest of
23 the money in those situations where there
24 was less money disbursed than deposited?
25 We can't answer that question, because the

1 records are incomplete.

2 What happened to the money which
3 was disbursed where there was too much
4 money disbursed versus what was deposited?
5 We can't answer the question. We don't
6 know.

7 But, it reflects upon the
8 adherence to Canon 9, which I would argue
9 to you has been violated, as cited in the
10 certification.

11 If you have any questions, please
12 ask. I can go into all of this, but I
13 think that's probably adding fire where
14 it's not needed.

15 If you have any questions please
16 ask, and I'll entertain them.

17 CHAIRMAN CUSTIS: We don't have
18 any questions.

19 MR. HIRSCH: Thank you.

20 CHAIRMAN CUSTIS: Mr. Gregory?

21 MR. GREGORY: I thought I
22 wouldn't have enough time to argue until I
23 heard what Mr. Hirsch's definition of brief
24 is. I guess I'll have plenty of time to
25 argue, but I'll try to be short.

1
2 Mr. Chairman, members of the
3 panel, it's the same thing I said before in
4 my opening argument.

5 You aren't going to have much
6 argument at all about the trust accounts.
7 We tried to stipulate to it. The long and
8 short of it is, there's no question about
9 it, the accounting was not done correctly.
10 There's no argument about that. It's under
11 the principles of accounting. It's the
12 definition of material weakness. It's not
13 whether or not money is missing, because
14 there really wasn't. All of the clients
15 got their money.

16 The problem is material weakness,
17 because all of those things can go wrong.
18 There's no way to check the balance or
19 whether it's going in the right place.
20 That's a problem with a trust account, when
21 you can't account for everything. That's
22 clear. You can't account for it, because
23 the records are not where they should be.
24 They're not in place.

25 Mr. Motley did not take anybody's

1 money. There is no reason for your
2 accounting to be less standard than anybody
3 else's. Clearly not. Perhaps attorneys
4 have even more of a responsibility.

5 Again, the question is, in terms
6 of any intent. There was no intent to
7 deliberately fraud or deceit here. They
8 were mistakes. He's right. If you make a
9 mistake on the HUD-1 or the accounting,
10 everything is going to be off. That's the
11 problem. I'm not going to beat a dead
12 horse, in terms of what you have before you
13 on that.

14 As I said before, this case is
15 because of a real estate transaction. All
16 of these other things came about because
17 they went into the trust account and simply
18 found --

19 But, in terms of the DR charges
20 that there was misconduct and improper
21 things in terms of fraud and deceit in the
22 real estate transaction, that's not borne
23 out.

24 I'll bring you to the testimony
25 by Ms. Steele. That's uncontradicted. You

1 can't rise any higher than the complaint.
2 The question was asked by Mr. Hirsch, not
3 me. What was your understanding, when you
4 said, go ahead. It's all right to close
5 this matter, with the funds being an
6 uncertified check and out of state? She
7 said, go ahead. The property was to be
8 transferred to Ms. Gray. That's what she
9 said. For a lay person, that's a pretty
10 good understanding of what a closing is.
11 That's uncontradicted.

12 Now, that's correct. Normally,
13 in the scheme of things, you don't close
14 until you get the funds, but a client has a
15 right to do that. I know we all want to be
16 patronizing people, but Ms. Steele had a
17 right to say, you can close this matter.
18 In a perfect world, you're right, in terms
19 of, are you sure you want to do that? That
20 was her decision, and she said under oath
21 that it was her decision.

22 This was all done before Mr.
23 Motley -- She said, I didn't even meet Mr.
24 Motley until February 15. All of this was
25 done between she and Ms. Gray. She wanted

1 to get that matter done. All right. You
2 can't come up with \$4,000? Then, how about
3 \$2,000? She said she came with no money.
4 Can you bring the \$1,000 later? Then, Mr.
5 Motley said, there is \$1,000 here, but it's
6 an uncertified check and it's out-of-state.
7 Go ahead. Close, she said. She said, I
8 gave her the keys. I wanted her to move
9 in. That is uncontradicted.

10 How is that Mr. Motley's fault?
11 I suppose he could have sat on her and
12 said, no, I will not. But, that's what she
13 wanted. That's what I said in opening.
14 This is what she wanted.

15 I'm going to tell you what's very
16 telling. And, I think the points are well
17 taken about the problem. It's
18 uncontradicted. She wanted to get that
19 debt -- Obviously Ms. Gray said, wait.
20 What about these windows? Well, I tell
21 you. I want to close this thing. I'll
22 just go ahead and sign a note to you saying
23 if I don't pay it, you're covered. That's
24 what she wanted done.

25 But, look at what Mr.

1 Fleckenstein did, in terms of Exhibit Q.
2 Look at what he wrote on May 28. I
3 wouldn't say this is appropriate. But
4 again, it's a lawyer trying to help them.
5 He had two parties that were already
6 antagonistic, allegedly, to each other. On
7 May 28, Ms. Davis and Ms. Gray signed this
8 note that said, you'll have a month
9 extension to pay the note, saying what it
10 was.

11 I notice it was only \$100 in
12 attorney's fees, to date. It wasn't \$500
13 like it was testified to.

14 But, it says, this extension is
15 contingent upon Ms. Gray making the June,
16 '96, payment to Suncoast Savings on time.

17 So, if you look at this, you've
18 got to base the default on whether she's
19 going to pay a third party an amount.
20 Again, I wouldn't say that that's an ideal
21 way, in terms of trying to resolve that.

22 This is a lawyer who was trying
23 to deal with two people who are desperately
24 trying to work together and trust each
25 other. How would someone, in terms of a

1 holder in due course, know about that?
2 What's on time? What is the payment amount
3 that's owed to Suncoast? It's not in here.
4 Is that perfect? It's the same problem.

5 Again, that's what happens when
6 you are trying to help people. That's no
7 paradigm for a practice as I understand, in
8 terms of the note. He fought with the same
9 difficulties, in terms of a consumer
10 standpoint. It's the same type thing. I'm
11 not making an excuse, but I'm saying you
12 have to look at the whole picture.

13 Everybody is trying to deal with
14 these two people, who are with each other
15 and trying to work it out.

16 We're here today because Ms. Gray
17 did not pay the mortgage. I asked Ms.
18 Steele, I said, did you expect the mortgage
19 to be paid? She said, yes, I did. She
20 understood what a closing was. She knew
21 that on the day you close, the next payment
22 due, you owe it. Not me, because I agreed
23 to go ahead and close.

24 How is all that put on Mr.
25 Motley? To say he's committed fraud or

1 deceit or misconduct? He's not perfect,
2 but is it incompetent to try to do what the
3 clients want? Is he required to say to
4 himself, like criminal practice lawyers, --
5 Clients want to testify. You might say,
6 well, I wouldn't. Do you walk away and
7 say, I'm not going to represent you? No.

8 That's the deal she wanted.
9 We're here today because Ms. Gray did not
10 live up to it. For example, the question
11 was asked of Mr. Motley by Mr. Hirsch. You
12 mean you had her sign another thing about
13 the assumption, and you knew you she had a
14 problem? Well, Mr. Fleckenstein knew she
15 had a problem, and they were still signing
16 notes agreeing to a further extension of
17 trust.

18 So, if you want to look at all
19 the models, in terms of what the lawyers
20 did, look at the lawyer who's in there with
21 them. Look at the note that was done.
22 There's no evidence of a lawyer
23 representing Ms. Gray. As a matter of
24 fact, the testimony from Ms. Steele said
25 the two of them went to the lawyer's office

1 when this was done. Because, that's what
2 Ms. Steele wanted. Both lawyers tried to
3 do what Ms. Steele wanted.

4 So, what I'm saying is, I'm not
5 here saying Mr. Motley is perfect. He's
6 far from it. All of us have erasers on the
7 end of our pencils. It's certainly easy to
8 erase a paradigm or imperfection later on.
9 But, this is certainly not the type of case
10 Mr. Hirsch wants this Board to -- In terms
11 of saying this before, of misconduct, fraud
12 and deceit.

13 Yes. There are some questions,
14 but look at the complainant. The
15 complainant brought every aspect of this
16 case. She wanted it. Is there any rule
17 that says in a real estate closing, a
18 client can't have what they want? I have a
19 house. I guess many people do. If I want
20 to sell it to somebody and I come to
21 closing and they say, we don't have a dime,
22 and the lawyer says, you were supposed to
23 bring \$100,000 for Mr. Gregory, and I say,
24 I don't care if it's not there, close it.
25 I trust that person. I have a right to do

1 that. No lawyer can tell me I can't do
2 that. That's what Ms. Steele wanted. She
3 wanted that done. Then to put that on Mr.
4 Motley, when she said, uncontradicted -- I
5 didn't even need to cross-examine her.
6 That's what she said. Yes. I knew what
7 the closing was. I knew what the amounts
8 were. I knew it was not certified funds.
9 The wet settlement act does not apply.
10 Nobody said it did apply. So, there's no
11 requirement there.

12 I'm not arguing perfection. I'm
13 arguing that you can't take somebody, beat
14 them across the head, and make them, as if
15 they are some marauder on the public, when
16 this person who's complaining, wanted this.

17 So, she's absolved from all of
18 her wishes now, and comes here with --

19 There is no evidence that she
20 deferred anything. They had already worked
21 that deal out. She didn't want anything to
22 stand in the way of that lady getting her
23 property. She said, I gave her the keys.
24 I wanted her in there, because I wanted her
25 to pay that mortgage. Unfortunately, she

1 didn't. Is that Mr. Motley's fault?
2 That's hanging a whole lot on an attorney.
3 Notwithstanding there are things that he
4 didn't do perfectly.

5 I'm just asking you to look at it
6 in the context of what it is. A lawyer who
7 did not do things correctly. But, to say
8 this case is full of fraud, deceit and
9 misconduct, it's a major violation of --

10 Certainly he can stand for a lot
11 of improvement, as we all can. But, I just
12 think it's not appropriate to represent
13 that this is a case where a lawyer did
14 something that was deliberate and
15 intentional. He tried his best to do what
16 he felt, as Ms. Steele said to you today,
17 was what she wanted done in the matter.

18 It's been uncontradicted. Mr.
19 Motley said he did what he was supposed to
20 do. He sent the documents there. It's
21 interesting enough that the record shows
22 that he sent his \$125 on his firm's
23 checking account. There's no letter here.
24 Except, you have one from Ms. Gray. Yet,
25 there's no letter here to Mr. Motley

1 saying, Mr. Motley, you have not done
2 anything. Ms. Gray's never been
3 interviewed, and she hasn't testified.
4 Certainly she would have corroborated the
5 rather unorthodox signing of that \$3,000
6 and some note. I agree. It is rather
7 unorthodox, but parties can be unorthodox
8 if they want. I'm not sure lawyers have
9 some God-given right to say, I'm better
10 than you, and I'm much smarter than you,
11 and I'm going to tell you what you need and
12 have to have.

13 Ms. Gray and Ms. Steele decided
14 what they wanted. They did. That's
15 uncontradicted.

16 I would ask that, in terms of
17 while you're deliberating --

18 I hope that you see this case
19 like it is. Mr. Motley certainly stands
20 improvement, in terms of competence in
21 handling this matter. This certainly was
22 not one where he delayed. We have no
23 evidence that he deliberately did anything
24 against the wishes of his clients, nor to
25 harm his client.

1 Yes. He does need to improve his
2 trust account. I think we all know that.
3 I might add, this is back some three years
4 ago. The accounts that you're looking at,
5 in terms of that. He certainly has
6 improved.

7 Thank you.

8 CHAIRMAN CUSTIS: Thank you Mr.
9 Gregory.

10 Mr. Hirsch?

11 MR. HIRSCH: I have nothing
12 further.

13
14 (The panel retired at 4:54 p.m.
15 to deliberate, and returned at 5:12 p.m.)
16

17 CHAIRMAN CUSTIS: Gentlemen,
18 after deliberating, the Board finds that
19 the following disciplinary rules have been
20 violated by clear and convincing evidence:
21 DR 6101A1, DR 6101B, DR 6101C, DR 9-102A,
22 DR 9-102B3, DR 9-103A1, 2, 3, DR 9-103B2,
23 3, 4, 4A and B, 5A, B, and C, and 6.

24 The panel will now hear evidence
25 on mitigation or aggravation.

1 MR. HIRSCH: The prior
2 disciplinary record of the respondent
3 consists of the following: In 1986, a
4 dismissal with terms was issued, with no
5 facts stated. The terms of taking
6 continuing legal education and reading a
7 book related to torts.

8 In 1991, a private reprimand with
9 terms was issued in a real estate
10 transaction, in which the respondent did
11 not take care of \$37,000 of potential
12 judgment liens shown in 21 exceptions in a
13 title search performed by a title company.

14 The disciplinary rules which were
15 found in violation were 2-108A1, 6-101B and
16 6-101C. Mr. Motley was put on terms to
17 complete eight hours of continuing legal
18 education on real estate.

19 The third matter of prior
20 discipline was a 1992 dismissal with terms,
21 in which the respondent was the executor
22 and testamentary trustee on a trust estate.
23 He invested the trust corpus in a
24 certificate of deposit, which produced
25 monthly interest checks. Those checks, the

1 respondent endorsed right over to the
2 beneficiary, instead of depositing them
3 into a trust account. Nor did the
4 respondent file accountings for the trust.

5 The violations there, were
6 9-102B3 and 9-103D2. He was put on terms
7 to take four hours of continuing legal
8 education on estate and trust
9 administration, and four hours of
10 continuing legal education on wills and
11 trust drafting. He also was told he had to
12 read the disciplinary rules.

13 Finally, there is a case which
14 was the subject of argument at the
15 beginning of this proceeding --

16 MR. GREGORY: I object. I will
17 state for the record that that would not be
18 an appropriate matter to come before this
19 board.

20 CHAIRMAN CUSTIS: Sustained.

21 MR. HIRSCH: The ABA has sanction
22 guidelines with respect to sanctions.

23 With respect to Canon 6
24 violations and the issue of competence, --
25 I'll read this to you. It will give you an

1 idea of where the cut is between revocation
2 and suspension of public reprimands.

3 In sanction guideline 4.51, a
4 revocation would be appropriate where a
5 respondent's course of conduct demonstrates
6 the respondent does not understand the most
7 fundamental legal doctrines for procedures.
8 That the respondent's conduct causes injury
9 or potential injury. The revocation,
10 according to the sanction guidelines --
11 They usually use situations where there are
12 multiple incidents of incompetence.

13 Suspension, however, under
14 sanction guideline 4.52 would be
15 appropriate when the respondent engages in
16 an area of practice in which the respondent
17 knows he's not competent and causes injury
18 or potential injury. They would suggest a
19 public reprimand when a respondent
20 demonstrates a failure to understand
21 relevant legal documents or procedures, and
22 causes injury or potential injury, or he is
23 negligent in determining whether he is
24 competent to handle a legal matter and
25 causes injury or potential injury.

1 With respect to 6-101B and C, the
2 guidelines state that a suspension would be
3 appropriate when a respondent knowingly
4 fails to perform services for a client and
5 causes injury or potential injury, or if he
6 engages in a pattern of neglect that causes
7 injury or potential injury.

8 A public reprimand would be
9 appropriate for this circumstance, which is
10 neglect, basically, when the respondent is
11 negligent and does not act with reasonable
12 diligence and causes injury or potential
13 injury.

14 With respect to Cannon 9, the ABA
15 guidelines would suggest that a revocation
16 is appropriate when a respondent knowingly
17 converts client property and causes injury
18 or potential injury. Most states reserve
19 this situation in which a respondent uses
20 client funds for the lawyer's own benefit.
21 In at least one case, California applied it
22 to a gross negligence situation where there
23 was an absence of knowing conversion, but
24 that's an old case.

25

1 Suspension however, under
2 guideline 4.12, would be appropriate when
3 the respondent knows, or should know he is
4 dealing improperly with client property,
5 and causes injury or potential injury.

6 The guidelines cut a public
7 reprimand at the point where the respondent
8 is negligent in dealing with client
9 property, and causes injury or potential
10 injury.

11 So, what I would suggest to you
12 is, that what we're talking about here is a
13 suspension. I think we're talking about a
14 suspension of a number of years.

15 I would suggest to you that a
16 suspension that would be appropriate in
17 this case would be a three year suspension,
18 and I would urge you to impose that.

19 CHAIRMAN CUSTIS: Mr. Gregory?

20 MR. GREGORY: First of all, would
21 you let me put Mr. Motley on first, in
22 terms of evidence?

23 CHAIRMAN CUSTIS: Just argue it.

24 MR. GREGORY: Just argue it?

25 CHAIRMAN CUSTIS: Right.

1 MR. GREGORY: Okay. First of
2 all, I can't disagree with what Mr. Hirsch
3 said, in terms of the guidelines. But I
4 think clearly, at least in my view, that
5 the issues here, in terms of the facts, are
6 not ones that would be appropriate for
7 long-term suspension, but one that would be
8 a public reprimand and some serious type
9 sanctions in terms of practice in an area
10 for a time.

11 Again, the outline for long-term
12 suspension or revocation is a knowing type
13 violation. But, as the rules are, in terms
14 of guidelines as he mentioned, negligent
15 matters -- Public reprimands are more
16 appropriate.

17 Again. Here, incompetence does
18 not grow out of, per se -- I think in the
19 facts here, that Mr. Motley could not
20 handle an assumption or a closing. It
21 grows out of trying to do what too many
22 young lawyers do. Most problems start when
23 they represent their relatives and friends,
24 or trying to do somebody a favor.

25 Since, trying to do in this case

1 what is rather, sort of abhorrent type
2 wishes, for a client clearly --

3 But, again. I thought it might
4 be some battle here, in terms of
5 cross-examination as to whether or not that
6 was the fact, but I think clearly she just
7 testified that that's what she wanted, and
8 she agreed to it.

9 I understand the question of
10 competence, in terms of saying, walk away
11 from it and not do it, but there is no
12 evidence of any injury to this lady, other
13 than the fact that she trusted Ms. Gray and
14 Ms. Gray didn't come through. Even with
15 Mr. Fleckenstein on May 28, she's still
16 asking a lawyer to extend time.

17 There is no evidence of any
18 negligence, and I don't think long-term, in
19 terms of a three year suspension. I think
20 in terms of terms and not being able to
21 practice real estate for a time or a
22 period, or being subject to random trust
23 accounts being looked at.

24 Certainly Mr. Motley has not kept
25 his trust account, as a member of the panel

1 said, as a model of a Virginia lawyer or
2 any other lawyer in any state should do so.
3 But, it's not one where he's some marauder
4 or he's stolen money or hurt someone
5 knowingly.

6 Again, the guidelines talk about
7 long-term suspension or revocation on the
8 knowing type violations for deliberate
9 injury. There's no evidence of any injury
10 to anyone.

11 Like Mr. Motley said, most of it
12 was his own fees that he kept in there, but
13 he can't do that. And, he knows he can't
14 do that. He is working on that. He no
15 longer has an interest bearing account.
16 He's not working on real estate matters.
17 And, on personal injury matters, he's
18 clearing up those matters immediately.
19 He's not keeping his fees in there. If he
20 was some person who routinely did that, you
21 would have clients coming in and saying, I
22 didn't get my money. Not one person didn't
23 get their money. But, yes. He did not
24 account for it, and that was negligence and
25 improper, but I don't think that's evidence

1 of injury and knowingly doing so.

2 So, what I'm asking is, rather
3 than throwing out 17 years of practice, in
4 terms of he's a sole practitioner, in terms
5 of doing other things -- His record has not
6 been that bad.

7 The first time, in 1986, it was a
8 matter where there was no injury there and
9 it was dismissed.

10 The other, quite frankly, was a
11 question of a split deposit. Mr. Motley
12 went there to deposit the monies, and
13 technically speaking, he was supposed to
14 put it all in the escrow account. What he
15 did was, he made a deposit for the total
16 payment and said, put this in the escrow
17 account, and this \$100 in as my fee.

18 The Bar is right. That is
19 control. Once you do that you have
20 control. You have no right to keep those.
21 Even though contemporaneously he did send
22 them to the right account. That's right.
23 Technically, that's right. Once you have
24 control, that's not appropriate.

25

1 The other one is because he gave
2 somebody money that belonged to them,
3 directly. He was doing the trust account.
4 The person was earning interest on a CD in
5 a separate trust account. No problem with
6 that. He gave the person who was the sole
7 beneficiary that money, instead of taking
8 that money and putting it in his escrow
9 account and then writing it.

10 Even though his record of 17
11 years is not a bad record -- It's obviously
12 not stellar, but it's not one of the
13 pattern of a marauder.

14 Again, I'm asking that rather
15 than looking at just suspending someone,
16 try to find how we can balance, or make
17 sure he doesn't practice in areas until he
18 can demonstrate to this Board that he can
19 do so. He shouldn't do so until he has
20 done so. They can continue to monitor him,
21 and he needs some intense account
22 remediation.

23 CHAIRMAN CUSTIS: Mr. Gregory,
24 what are your suggestions?

25 MR. GREGORY: My suggestion,

1 first of all, is that he not be allowed to
2 practice in the real estate area for a
3 period of probably about five years.

4 I think he is competent, but I
5 think he certainly demonstrated that --

6 Looking out of the box, he has
7 not demonstrated -- He ought to be removed
8 from that area.

9 In terms of trust accounts, I
10 think he needs to be subject to a random,
11 random, spot accounting for a period of two
12 or three years, to make sure he is doing
13 exactly what he is supposed to do.

14 I'm not saying he's supposed to
15 go off, and we're going to believe this is
16 going to happen.

17 To say the answer is, just take
18 him out -- I don't think he's shown injury
19 or a pattern, or knowing.

20 Certainly he has not demonstrated
21 the kind of practice that I think all of us
22 in Virginia like to pride ourselves on. We
23 like to work hard for our clients. We do
24 the best we can. Certainly he has not
25 demonstrated that.

1 Again, it comes to accounting
2 principles. Whether someone does
3 something -- Loses money, whether it's
4 deliberate or not. It wasn't deliberate
5 here.

6 On behalf of my client, I know he
7 would want to say this, I want to
8 apologize. This is not the practice that
9 he's had for 17 years. He's helped a lot
10 of people. He prides himself, as everybody
11 knows, rather zealously. He takes the
12 cases a lot of other people don't want. He
13 helps people that are absent, or have
14 little or no funds. He does show a sense
15 of love for the practice and caring about
16 people. Sometimes that's zeal, as I think
17 it is here.

18 I think this is one where you
19 say, Ms. Steele, if that's what you want to
20 do, then you need another lawyer. I mean,
21 quite frankly, even though she wanted that
22 and she agreed to it. If that's what you
23 want on your closing --

24 I just don't want Wilder &
25 Gregory practicing to say we closed on one,

1 even though I proved this is what you
2 wanted. That's the way I would see it,
3 even if a client wanted it.

4 I think Mr. Motley needs to be
5 more circumspect about his practice. It
6 has to stand for, -- No matter who you
7 represent. Your practice has to be exact,
8 and your accounting has to be done -- He is
9 willing to do that.

10 I think there ought to be some
11 serious terms. There ought to be some
12 serious monitoring. But, to say because of
13 this case you ought to be removed and taken
14 away from a livelihood, I just don't think
15 going by the evidence and the facts that he
16 should be put on suspension.

17 I hope that you would show mercy
18 and consideration in that regard.

19 CHAIRMAN CUSTIS: Is your client
20 married?

21 MR. GREGORY: He is. He's
22 married and he has two children. His
23 children are what?

24 RESPONDENT MOTLEY: 11 and 9.
25

1 CHAIRMAN CUSTIS: Is he their
2 sole support?

3 MR. MOTLEY: Does your wife work?

4 RESPONDENT MOTLEY: Her income is
5 negligible.

6 MR. GREGORY: His wife does work,
7 but her income is not in a great area.

8 Mr. Motley is quite -- He doesn't
9 have a big nest-egg. The question was
10 asked whether he could up-grade his office.
11 He's going to have to do that. That's
12 another thing I think, in terms of terms.

13 I'm glad you asked that question,
14 because one of the terms is -- The question
15 was asked about computerized technology. I
16 know these are meager funds he's getting.
17 You know, he's not a big-time lawyer, but
18 whatever it is, he needs to demonstrate
19 he's going to set aside funds to bring his
20 practice to the 21st century. He needs to
21 be on-line. It's electronically done. If
22 you're not doing it these days, with some
23 kind of computerized spread-sheets, you've
24 got a problem. I think that should also be
25 a term. That he's required to bring it

1 upon beyond pencils and paper and these
2 ledger sheets. It's not going to cut it.

3 So, again, on behalf of my
4 client, I appreciate your time and
5 consideration.

6 Thank you.

7 CHAIRMAN CUSTIS: Is there
8 anything you would like to say, Mr. Motley?

9 RESPONDENT MOTLEY: I think one
10 of the problems with escrow a lot of times
11 is during real estate closings. That's
12 why, I think, they came up with the Crespa
13 requirements about a separate escrow
14 account and the random checking of that and
15 so forth. Sometimes the money just does
16 not come out right all the time. You have
17 various things that throw it off, etc.

18 But, again, since Crespa was
19 passed, I haven't done real estate
20 closings, so I don't have that kind of
21 problem anymore with that. I think that's
22 the main thing. All of the cases he
23 brought up are more or less basically real
24 estate transactions. Basically, the money
25 just doesn't come out right.

1 Again, I'm willing to have my
2 account audited.

3 Again, I complied with them and
4 gave them everything. They didn't ask for
5 anymore after they got the year.

6 I'm willing to comply, as far as
7 anything with my escrow accounts.

8 Again, I think the beneficial
9 thing to me was Crespa, in getting out of
10 real estate. I think that's where a lot of
11 the problems really do come up. I think
12 that's why they had those laws changed, to
13 I guess, put more restraints on real estate
14 or whatever.

15 I'm willing to, you know, comply
16 with the Court.

17 Again, I'm just in private
18 practice. I do represent a lot of
19 low-income people, where a lot of times
20 they don't understand or don't have the
21 funds. I try to make the legal profession
22 accessible to the public.

23 Again, I would like to keep on
24 doing that. I would like to keep on
25 providing for my family and so forth.

1 Again, I think I'm out of the
2 area that can cause the big problems.

3 I'm willing to comply with any
4 stipulations or requests that ya'll have,
5 as far as keeping everything on track.

6 CHAIRMAN CUSTIS: Mr. Dezio?

7 BOARD MEMBER DEZIO: I have no
8 questions.

9 CHAIRMAN CUSTIS: Mr. Davidson?

10 BOARD MEMBER DAVIDSON: No
11 questions.

12 CHAIRMAN CUSTIS: Ms. Decorleto?

13 BOARD MEMBER DECORLETO: I just
14 want to understand -- At the present time,
15 what is the nature of your -- What are the
16 largest percentages? Personal injury,
17 or divorce, or --

18 RESPONDENT MOTLEY: Well, it
19 really varies. But, again, I do not do
20 real estate anymore.

21 As far as car accidents, personal
22 injury, all of those cases now tend to go
23 to people on TV. So, I do very little of
24 that.

25

1 I might go to traffic court.

2 I do uncontested divorces. I
3 don't like the contested divorces.

4 I do very little criminal.
5 Ninety some percent of criminals have
6 court-appointed lawyers.

7 So, just small matters. Like, I
8 do bankruptcies.

9 That's probably the primary part
10 of my practice. Bankruptcy is, to be
11 honest with you.

12 MR. GREGORY: So, traffic cases
13 and bankruptcy?

14 RESPONDENT MOTLEY: Right.
15 That's pretty much it.

16 I've been wanting to get out of
17 law, because the market is changing, just
18 like in any field. The market is changing.
19 I have really been trying to get out of it.
20 Like I said, the market is just changing.

21 The car accidents and personal
22 injury cases is where everyone makes the
23 money. They are going to the people on TV.

24 You know, with Crespa, you have a
25 lot of problems with real estate closings.

1 I'm really glad to get out of that.

2 What else is left is to maybe go
3 work for legal aide or something.

4 Thank you.

5 (The panel retired at 5:35 p.m.
6 to deliberate, and returned at 6:16 p.m.)

7 CHAIRMAN CUSTIS: Gentlemen,
8 after due deliberation and review of the
9 past record of the respondent, taking into
10 consideration the various charges today,
11 the Court feels that the sanction should be
12 that Mr. Motley's license to practice law
13 be suspended for a period of 18 months,
14 effective today.

15 Mr. Motley, you are aware of the
16 notices that you have to give to your
17 clients?

18 RESPONDENT MOTLEY: No, sir.
19 I've never had it happen before.

20 CHAIRMAN CUSTIS: I'm sure your
21 counsel will advise you. There are certain
22 notices that have to be given to your
23 clients.

24 MR. GREGORY: I take it that the
25 board is making it a bench order, as of

1 today?

2 CHAIRMAN CUSTIS: Yes, sir.

3 Unless there is some overriding reason that
4 it shouldn't be.

5 MR. GREGORY: I would ask that we
6 be allowed to have a chance to move the
7 court for a stay.

8 We're going to appeal.

9 We would ask that you state on
10 the petition to the court to stay this
11 order.

12 We are going to appeal it.

13 CHAIRMAN CUSTIS: Well, if you
14 want the order entered effective today, you
15 seek to stay this order, I would assume.

16 MR. GREGORY: Correct.

17 CHAIRMAN CUSTIS: So, you do
18 want it entered today?

19 MR. GREGORY: Well, what I'm
20 saying, in terms of -- If it's entered
21 today, he immediately can't practice. I
22 wouldn't have time to petition the court to
23 stay it.

24 MR. HIRSCH: I think what he's
25 suggesting is that you enter it today, but

1 make it effective a week from today.

2 MR. GREGORY: Okay. I see. I
3 thought you were going to enter it as
4 effective today.

5 CHAIRMAN CUSTIS: We'll make it
6 effective one week from today's date.

7 THE CLERK: That would be
8 October --

9 CHAIRMAN CUSTIS: That would be
10 October 1.

11 Gentlemen, the panel thanks both
12 of you for a well presented case.

13 MR. HIRSCH: Thank you.

14 MR. GREGORY: Thank you.

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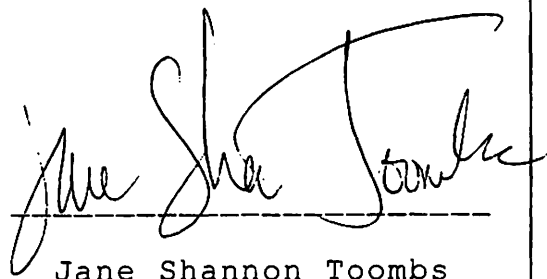
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CERTIFICATE OF COURT REPORTER

I, JANE SHANNON TOOMBS, hereby
certify that I was the Court Reporter in
the hearing as captioned on Page 1 hereof,
when heard on the 24th day of September,
1999. I further certify that the foregoing
transcript is a true and accurate record of
the testimony and other incidents of the
HEARING herein.

Given under my hand this 4th day
of October, 1999.



Jane Shannon Toombs



Virginia State Bar

Eighth and Main Building
707 East Main Street, Suite 1500
Richmond, Virginia 23219-2800
Telephone: (804) 775-0500

Facsimile: (804) 775-0501 TDD: (804) 775-0502

July 8, 1999

PERSONAL AND CONFIDENTIAL

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
P 975 335 020

- Victor Alan Motley, Esquire
P.O. Box 25786
Richmond, VA 23260-5786

RE: In the Matter of Victor Alan Motley
VSB Docket # 96-032-2446

Dear Mr. Motley:

Pursuant to Part 6, Section IV, Paragraph 13(C)(5) of the Rules of the Supreme Court of Virginia, I am hereby serving upon you the Third District, Section Two Subcommittee Determination (Certification) in the above-referenced complaint. The procedural rules provide that you may, within twenty-one days from today, (a) file an original and eight copies of an answer or (b) demand that the charges against you be heard by a three-judge court pursuant to Section 54.1-3935 of the Code of Virginia, as amended.

The above-captioned matter has been set for hearing before the Disciplinary Board on September 24, 1999, at 9:00 a.m., in the Virginia Supreme Court, 100 North Ninth Street, First Floor, **Hearing Room A**, Richmond, VA 23219.

You have the right to request that witness summons and/or subpoenae duces tecum be issued on your behalf. Any request for the issuance of summons or subpoenae should be mailed to me at the above address, subject only to the proviso that such right be exercised reasonably and promptly.



Victor Alan Motley, Esquire
July 8, 1999
Page Two

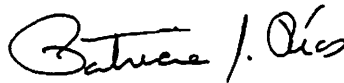
To assist this office in preparing and mailing witness summons and/or subpoenae duces tecum, we ask you to submit your request no later than two (2) weeks prior to the hearing date.

Please be advised that it is the policy of the Disciplinary Board not to grant continuances. If the hearing date conflicts with your schedule or that of your counsel, however, the board will consider a request for continuance if made in writing within five (5) days of the date of this letter.

Also, please be advised that it is the policy of the Disciplinary Board not to accept filings by facsimile transmission in any disciplinary proceeding, effective July 1, 1992. Effective July 13, 1994, it is the policy of the Disciplinary Board not to grant a continuance if an Agreed Disposition is not accepted.

If you have any questions regarding this notice, you should have your attorney write to me or call me at (804) 775-0573.

Sincerely,



Patricia J. Ríos
Clerk of the Disciplinary System

PJR/tmc

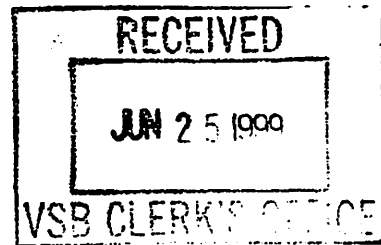
Enclosure

cc: Roger Lee Gregory, Respondent's Counsel, w/encl.
Harry M. Hirsch, Deputy Bar Counsel, w/encl.



Virginia State Bar

THIRD DISTRICT COMMITTEE



PLEASE REPLY TO:

P.O. Box 12137

Richmond, VA 23241

June 25, 1999

PERSONAL AND CONFIDENTIAL

Ms. Patricia J. Rios
Clerk of the Disciplinary System
Virginia State Bar
Suite 1500
707 East Main Street
Richmond, VA 23219

Re: In the Matter of Victor Alan Motley
VSB DOCKET NO. 96-032-2446

Dear Ms. Rios:

Enclosed please find the Third District, Section Two, Subcommittee Determination (Certification) pertaining to this matter.

Very truly yours,

Cary A. Ralston
Secretary

Enclosure

cc: Victor Alan Motley, Esq., Respondent, w/o encl.
Roger L. Gregory, Esq., Respondent's Counsel, w/o encl.
Harry M. Hirsch, Esq., w/o encl.

VIRGINIA:

BEFORE THE THIRD DISTRICT SUBCOMMITTEE, SECTION TWO
OF THE VIRGINIA STATE BAR

IN THE MATTER OF

VICTOR ALAN MOTLEY

VS. Docket No. 96-032-2446

SUBCOMMITTEE DETERMINATION
(CERTIFICATION)

On July 17, 1998, a meeting in this matter was held before a duly convened Third District Subcommittee, Section Two, consisting of Dr. James H. Slatton, Lay Member; Robert L. Freed, Esq.; and Cary A. Ralston, Esq., Secretary, presiding.

Pursuant to Part 6, Section IV, Paragraph 13(B)(5)(c)(ii)(c) of the Rules of the Supreme Court, the Third District Subcommittee, Section Two, of the Virginia State Bar hereby serves upon the Respondent the following Certification:

I. FINDINGS OF FACT

The Davis-Grey Transaction

1. At all times relevant hereto the Respondent, Victor Alan Motley [Motley], has been an attorney licensed to practice law in the Commonwealth of Virginia.

2. In or about February of 1996, Complainant Evelyn J. Meade Davis [Davis] entered into a verbal agreement with Rebecca Grey [Grey] to sell to Grey that property known as 1400 East Eighteenth Street, Richmond, VA 23224, located in the City of Richmond, Virginia [property]. The original agreement called for

Grey to purchase the property for \$35,000.00 by paying approximately \$4,000.00 at closing and assuming an existing deed of trust and note held by Sun Coast Savings and Loan Association with the approximate balance of \$31,317.03.

3. Motley was the only attorney involved in the transaction which was to close on February 15, 1996.

4. Prior to the date of closing, Davis was informed that Grey would not be able to pay the full \$4,000.00 at closing but could pay \$2,000.00 instead. Davis agreed that Grey would pay \$2,000.00 at closing and that Grey would pay the remaining \$2,000.00 by May 15, 1996 in accordance with a deed of trust and note.

5. On February 15, 1996, Davis, Grey and Motley met for the closing. Grey had no funds with her. It was agreed that the closing papers would be signed anyway and that Grey would pay at a later date the \$2,000.00 she had agreed to bring to closing. Inter alia, A HUD-1 settlement statement, deed of assumption, deed of trust note [Davis to Grey], deed of trust note [Grey to Davis], and deed of trust [Grey to Davis] were signed.

6. Several days later, Motley called Davis to inform her that he had received a check from Grey in the amount of \$1,000.00 instead of \$2,000.00. Out of the \$1,000.00 check, Motley subsequently paid Davis the sum of \$319.80.

7. In May of 1996, Motley informed Davis that he had received a certified check from Grey in the amount of \$1,500.00 and that he was still owed \$200.00 in the transaction. After consulting with another attorney, Davis picked up the

certified check from Motley. Davis received a total of \$1,819.80 from the transaction although the HUD-1 settlement statement called for her to receive a total of \$3,373.23.

8. Davis moved out of the property prior to the closing date and Grey moved into the premises right after the closing.

9. According to Motley, when Grey appeared at closing without funds, Davis agreed to complete the closing but recordation was not to occur until Motley had received the required \$2,000.00. Motley never did receive a total of \$2,000.00 from Grey. However, Motley did record the deed of assumption and a deed of trust from Grey on February 20, 1996.

10. The \$1,000.00 check which Grey provided to Motley several days after closing was an uncertified personal check. Motley deposited the check into his personal checking account on or about February 20, 1996, although he stated to VSB Investigator Lacy Campbell that he had deposited the check into his trust account. Davis believed that the \$319.80 check she then received from Motley came out of the \$1,000.00 check. In fact, the \$1,000.00 check was an insufficient funds check.

11. On or about February 6, 1996, Motley had deposited into his trust account his own personal loan proceeds in the amount of \$3,026.27. Of that amount Motley proceeded to write trust account checks payable to himself in amounts which totaled \$2,300.00, leaving a balance of personally borrowed funds of

\$726.27 in the trust account.

12. Although Motley stated to VSB Investigator Lacy Campbell that he had disbursed from his trust account in accordance with the HUD-1 settlement statement in the Davis to Grey transaction, in fact Motley disbursed only three checks from his trust account in the transaction:

#4689	Richmond Circuit Court	\$105.20	2/20/96
#4690	Suncoast S & L Assoc., FSA	\$125.00	2/20/96
#4704	Evelyn Davis	\$319.80	2/28/96

No monies from Grey were in the trust account to fund the transaction.

13. Motley failed to meet the requirements of the lender by sending to the lender evidence of a hazard insurance policy and an assignment of escrow reserves.

14. Motley maintained no subsidiary ledger card or an equivalent for the Davis to Grey transaction.

15. The name used by Motley for the Complainant was not always the same. The settlement statement, deed of assumption, deed of trust note from the Complainant to Grey (the Respondent's apparent attempt to take care of an outstanding judgment), deed of trust and note from Grey to the Complainant all referred to the Complainant's last name as "Meade". However the trust account check in the amount of \$319.80 was made payable to "Evelyn Davis".

16. The deed of trust from Grey to Meade names Evelyn Meade as a trustee as well as the beneficiary on the underlying note.

Trust Account Problems

17. A review of Motley's trust account and records pertaining to account number 051000127 010041351 12 at Consolidated Bank and Trust Company corresponding to the time frame of July 1, 1995 through July 30, 1996 revealed the following:

- a. subsidiary ledgers were incomplete;
- b. cash receipts journals, or any equivalent, provided no identification of the source of funds deposited;
- c. cash disbursements journals were incomplete;

18. A review of ten subsidiary ledger cards with the corresponding checks, cash receipts, journals, when compared to monthly bank statements revealed the following:

A. Myrtle Cooper- check written did not equal the deposit and the ledger card; check number 4389 was written for \$200.00 on June 28, 1995 and the funds of the Myrtle Cooper settlement were not deposited until August 10, 1995; there were insufficient funds to cover checks written on this settlement on 32 occasions between August 15, 1995 and November 13, 1995.

B. Beryl Phillips- the amount deposited does not equal the disbursements as indicated on the subsidiary ledger. There were insufficient funds to cover checks written on nine separate occasions

between August 15, 1995 and September 21, 1995.

C. Hatchett- the funds deposited do not match the funds disbursed as indicated on the subsidiary ledger card. There were insufficient funds to cover checks written on eight different occasions in the month of August 1995.

D. Mary Green- the funds deposited do not match the disbursement as shown on the subsidiary ledger card and the checks that were written do not match either the ledger or the deposit. There were insufficient funds to cover checks written on at least 12 separate occasions between February 5, 1996 and April 24, 1996.

E. 3100 Duryear Place- the deposit is different from the disbursement as shown on the ledger sheet and the checks written do not match the deposit nor the ledger. There were insufficient funds on at least six different occasions to cover checks issued between February 5, 1996 and March 19, 1996.

F. Marsha Latney settlement- the checks written do not equal the deposit and the disbursement as indicated on the ledger sheet. There were insufficient funds to cover checks issued on this settlement on at least 24 separate occasions between August 15, 1995 and October 11, 1995. Only \$1,500.00 of the \$2,000.00 attorney fees was withdrawn from the escrow account leaving a balance of \$500.00.

G. Jeri Jones- the deposit figure is not the same as the disbursement as indicated on the subsidiary ledger card and the checks written do not match either the deposit or the ledger card. The trust account was out of trust in the amount of \$4,409.09 on November 30, 1995.

H. Mathis -The deposit does not match the disbursement as indicated on the ledger sheet and the checks written do not match the deposit or ledger sheet. There were insufficient funds to cover checks written on this settlement on at least 27 occasions between October 19, 1995 and March 25, 1996.

I. Talbert- the checks written do not equal the amount deposited and shown on the ledger card as being disbursed. There were insufficient funds to cover checks written on at least 19 occasions between August 15, 1995 and November 8, 1995.

J. Greenhouse- the amount deposited differs from the amount shown as disbursed on the ledger card and the checks issued differed from both the deposit and the ledger card. There were insufficient funds to cover a check written on at least 13 separate occasions between August 15, 1995 and November 8, 1995.

19. A review of the bank statements for said account for the time period June 30, 1995 through July 11, 1996 indicate:

A. Eleven overdraft charges totaling \$275.00.

B. Interest totaling \$666.25 was credited to the trust account over thirteen months with no indication that the bank recovered the interest.

C. Seven months of activity service charges of \$49.00 and a charge back service charge of \$3.00 were assessed on the account without any indication that Motley paid the fees.

20. Motley failed to operate his trust account in accordance within the required rules and procedures of Canon 9 of the Virginia Code of Professional Responsibility.

II. NATURE OF MISCONDUCT

Such conduct on the part of Victor Alan Motley constitutes misconduct in violation of the following Disciplinary Rules of the Virginia Code of Professional Responsibility:

DR 1-102. Misconduct.

(A) A lawyer shall not:

- (3) Commit a crime or other deliberately wrongful act that reflects adversely on the lawyer's fitness to practice law.
- (4) Engage in conduct involving dishonesty, fraud, deceit, or misrepresentation which reflects adversely on a lawyer's fitness to practice law.

DR 2-108. Terminating Representation.

(A) Except as stated in paragraph (C), a lawyer shall withdraw from representing a client if:

- (1) Continuing the representation will result in a course of conduct by the

lawyer that is illegal or inconsistent with the Disciplinary Rules; or

DR 6-101. Competence and Promptness.

- (A) A lawyer shall undertake representation only in matters in which:
 - (1) The lawyer can act with competence and demonstrate the specific legal knowledge, skill, efficiency, and thoroughness in preparation employed in acceptable practice by lawyers undertaking similar matters, or
 - (2) The lawyer has associated with another lawyer who is competent in those matters.

DR 6-101. Competence and Promptness.

- (B) A lawyer shall attend promptly to matters undertaken for a client until completed or until the lawyer has properly and completely withdrawn from representing the client.

DR 6-101. Competence and Promptness.

- (C) A lawyer shall keep a client reasonably informed about matters in which the lawyer's services are being rendered.

DR 7-101. Representing a Client Zealously.

- (A) A lawyer shall not intentionally:
 - (3) Prejudice or damage his client during the course of the professional relationship, except as required under DR 4-101(D)

DR 9-102. Preserving Identity of Funds and Property of a Client.

- (A) All funds received or held by a lawyer or law firm on behalf of a client, estate or a ward, residing in this State or from a transaction arising in this State, other than reimbursement of advances for costs and expenses, shall be deposited in one or more identifiable trust accounts and, as to client funds, maintained at a financial institution in a state in which the lawyer maintains a law office, and no funds belonging to the lawyer or law firm shall be deposited therein except as follows:

- (1) Funds reasonably sufficient to pay service or other charges or fees imposed by the financial institution may be deposited therein.
- (2) Funds belonging in part to a client and in part presently or potentially to the lawyer or law firm must be deposited therein, and the portion belonging to the lawyer or law firm must be withdrawn promptly after they are due unless the right of the lawyer or law firm to receive it is disputed by the client, in which event the disputed portion shall not be withdrawn until the dispute is finally resolved.

DR 9-102. Preserving Identity of Funds and Property of a Client.

(B) A lawyer shall:

- (1) Promptly notify a client of the receipt of his funds, securities, or other properties.
- (2) Identify and label securities and properties of a client promptly upon receipt and place them in a safe deposit box or other place of safekeeping as soon as practicable.
- (3) Maintain complete records of all funds, securities, and other properties of a client coming into the possession of the lawyer and render appropriate accounts to his client regarding them.
- (4) Promptly pay or deliver to the client or another as requested by such person the funds, securities, or other properties in the possession of the lawyer which such person is entitled to receive.

DR 9-103. Record Keeping Requirements.

- (A) **Required Books and Records:** As a minimum requirement, every attorney engaged in the private practice of law in Virginia, hereinafter called "attorney," shall maintain or cause to be maintained, on a current basis, books and records which establish his compliance with Disciplinary Rule 9-102. These records including all the reconciliations and supporting records required under Section (B) hereof shall be preserved for at least five years following completion of the fiduciary obligation and accounting period. For this purpose, the following books and records, or their equivalent, are required.

- (1) A cash receipts journal or journals listing all funds received, the sources of the receipts and the date of receipts. Checkbook entries of receipts and deposits, if adequately detailed and bound, may constitute a journal for this purpose. If separate cash receipts journals are not maintained for fiduciary and nonfiduciary funds, then the consolidated cash receipts journal shall contain separate columns for fiduciary and nonfiduciary receipts.
- (2) A cash disbursements journal listing and identifying all disbursements from the fiduciary account. Checkbook entries of disbursements, if adequately detailed and bound, may constitute a journal for this purpose. If separate disbursements journals are not maintained for fiduciary and nonfiduciary disbursements then the consolidated disbursements journal shall contain separate columns for fiduciary and nonfiduciary disbursements.
- (3) **Subsidiary ledger:** A subsidiary ledger containing a separate account for each client and for every other person or entity from whom money has been received in trust shall be maintained. The ledger account shall by separate columns or otherwise clearly identify fiduciary funds disbursed, and fiduciary funds balance on hand. The ledger account for a client or a separate subsidiary ledger account for a client shall clearly indicate all fees paid from trust accounts.
- (4) **Computerized and marketed manual accounting systems:** Where an attorney or firm of attorneys maintains computerized records or a manual accounting system, such system must produce the records and information required by this rule.

DR 9-103. Record Keeping Requirements.

- (B) **Required Trust Accounting Procedures:** The following minimum trust accounting procedures are applicable to all trust accounts maintained by lawyers or law firms holding funds on behalf of clients who reside in this State, or from a transaction arising in this State, whether or not the lawyer or law firm maintains an office in this State.
 - (1) **Insufficient fund check reporting:**
 - (a) Clearly identified trust accounts required:

A lawyer or law firm shall deposit all funds held in trust in a clearly identified account, and shall inform the financial institution in writing of the purpose and identity of such account. Attorney trust accounts shall be maintained only in financial institutions approved by the Virginia State Bar, except as otherwise expressly directed in writing by the client for whom the funds are being deposited.

(b) Overdraft notification agreement required:

A financial institution shall be approved as a depository for attorney trust accounts if it shall file with the Virginia State Bar an agreement, in a form provided by the Bar, to report to the Virginia State Bar in the event any instrument which would be properly payable if sufficient funds were available, is presented against an attorney trust account containing insufficient funds, irrespective of whether or not the instrument is honored. The Virginia State Bar shall establish rules governing approval and termination of approved status for financial institutions. The Virginia State Bar shall maintain and publish from time to time a list of approved financial institutions.

No trust account shall be maintained in any financial institution which does not agree to make such reports. Any such agreement shall apply to all branches of the financial institution and shall not be canceled by the financial institution except upon thirty (30) days notice in writing to the Virginia State Bar, or as otherwise agreed to by the Virginia State Bar. Any such agreement may be canceled without prior notice by the Virginia State Bar if the financial institution fails to abide by the terms of the agreement.

(c) Overdraft reports:

The overdraft notification agreement shall provide that all reports made by the financial institution shall be in the following format:

- (i) In the case of a dishonored instrument, the report shall be identical to the overdraft notice customarily forwarded to the depositor, and should include a copy of the dishonored instrument, if such a copy is normally provided to depositors;
- (ii) In the case of instruments that are presented against insufficient funds but which instruments are honored, the report shall identify the financial institution, the attorney or law firm, the account name, the account number, the date of presentation for payment, and the date paid, as well as the amount of the overdraft created thereby;
- (iii) Such reports shall be made simultaneously with and within the time provided by law for notice of dishonor to the depositor, if any. If an instrument presented against insufficient funds is honored, then the report shall be made within five (5) banking days of the date of presentation for payment against insufficient funds.

(d) Financial institution cooperation:

In addition to making the reports specified above, approved financial institutions shall agree to cooperate fully with the Virginia State Bar and to produce any attorney trust account or other account records upon receipt of a subpoena therefor.

A financial institution may charge for the reasonable costs of producing the records required by this Rule.

(e) Attorney cooperation:

Every attorney or law firm shall be conclusively deemed to have consented to the reporting and production requirements mandated by this Rule.

(f) The following definitions apply to all of Canon 9:
“Attorney” and “Lawyer” mean a member of the Virginia

State Bar, any other attorney admitted to regular or limited practice in this State, and any member of the bar of any other jurisdiction while engaged, *pro hac vice* or otherwise, in the practice of law in Virginia.

“Attorney trust account” or “trust account” means an account, including an escrow account, maintained in a financial institution for the deposit of funds received or held by an attorney or law firm on behalf of a client, an estate, or a ward.

“Client” includes any individual, firm, or entity for which an attorney performs any legal service, including acting as an escrow agent, fiduciary, or as a legal representative of a fiduciary. The term does not include a public or private entity of which an attorney is a full-time employee.

“Dishonored” shall refer to instruments which have been dishonored because of insufficient funds as defined above.

“Financial institution” and “bank” include regulated state or federally chartered banks, savings institutions and credit unions which have signed the approved Notification Agreement, which are licensed and authorized to do business, and in which deposits are insured by an agency of the Federal Government.

“Insufficient Funds” refers to an overdraft in the commonly accepted sense of there being an insufficient balance as shown on the bank’s accounting records; and does not include funds which at the moment may be on deposit, but uncollected.

“Law firm” includes a partnership of attorneys, a professional or nonprofit corporation of attorneys, and a combination thereof engaged in the practice of law. In the case of a law firm with offices in this State and in other jurisdictions, these Rules apply to the offices in this State, to trust accounts in other jurisdictions holding

funds of clients who are located in this State, and to trust accounts in other jurisdictions holding client funds from a transaction arising in this State.

“Notice of Dishonor” refers to the notice which, pursuant to Uniform Commercial Code Section 3-508(2), must be given by a bank before its midnight deadline and by any other person or institution before midnight of the third business day after dishonor or receipt of notice of dishonor. As generally used hereunder, the term notice of dishonor shall refer only to dishonor for the purpose of insufficient funds, or because the drawer of the bank has no account with the depository institution.

“Properly payable” refers to an instrument which, if presented in the normal course of business, is in the form requiring payment under the Uniform Commercial Code Section 4-104, if sufficient funds were available.

- (2) Deposits: All receipts of trust money shall be deposited intact and a retained duplicate deposit slip or other such record shall be sufficiently detailed to show the identity of each item.
- (3) Deposit of mixed fiduciary and nonfiduciary funds other than fees and retainers: Mixed fiduciary and nonfiduciary funds shall be deposited intact to the trust account. The nonfiduciary portion shall be withdrawn upon the clearing of the mixed fund deposit instrument.
- (4) Periodic Trial Balance: A regular periodic trial balance of the subsidiary ledger shall be made at least quarter annually, within 30 days after the close of the period and shall show the trust account balance of the client or other person at the end of each period.
 - (a) The total of the trial balance must agree with the control figure computed by taking the beginning balance, adding the total of monies received in trust for the period and deducting the total of trust monies disbursed for the period.
 - (b) The trial balance shall identify the preparer and be

approved by the attorney or one of the attorneys in the firm.

(5) Reconciliations:

- (a) A monthly reconciliation shall be made at month end of the cash balance derived from the cash receipts journal and cash disbursements journal total, the trust account checkbook balance, and the trust account bank statement balance.
- (b) A periodic reconciliation shall be made at least quarter annually, within 30 days after the close of the period, reconciling cash balances to the subsidiary ledger trial balance.
- (c) Reconciliations shall identify the preparer and be approved by the attorney or one of the attorneys in the firm.

- (6) Receipts and Disbursements Explained: The purpose of all receipts and disbursements of trust funds reported in the trust journals and subsidiary ledgers shall be fully explained and supported by adequate records.

III. CERTIFICATION

Accordingly, it is the decision of the Subcommittee to certify the charges of misconduct to the Virginia State Bar Disciplinary Board.

THIRD DISTRICT SUBCOMMITTEE, SECTION TWO
OF THE VIRGINIA STATE BAR

By Cary A. Ralston
Cary A. Ralston
Secretary

CERTIFICATE OF SERVICE

I certify that I have this 25th day of June, 1999, mailed by CERTIFIED MAIL, RETURN RECEIPT REQUESTED, a true and correct copy of the foregoing Subcommittee Determination (Certification) to Victor Alan Motley, Respondent, at P.O. Box 25786, Richmond, VA 23260-5786, his last address of record with the Virginia State Bar and to Respondent's Counsel, Roger L. Gregory, Esq., at Wilder & Gregory, Suite 1000, Eighth and Main Building, 707 East Main Street, P.O. Box 518, Richmond, VA 23218-0518.



VIRGINIA STATE BAR
GRIEVANCE DEPARTMENT

707 East Main Street, Suite 1500
Richmond, VA 23219-2900
(804) 775-0570

RECEIVED

JUN 5 1996

COMPLAINT FORM

VIRGINIA STATE BAR

V S B
EXHIBIT

B

1. YOUR NAME: (Mr.) Evelyn J. Davis (Mearde)
(Mrs.) (Ms.) (First) (Initial) (Last)
ADDRESS: 3901 Graylor Dr HOME PHONE: (804) 320-0516
Richmond BUSINESS PHONE: (804) 780-7358
Virginia ZIP 23235
Note: Phone numbers are very important. Be sure to indicate them.

2. ATTORNEY COMPLAINED OF:
NAME: Victor A. Motley LTD.
(First) (Initial) (Last)
STREET ADDRESS: 2817 North Ave
Richmond
Virginia ZIP 23222
POST OFFICE ADDRESS:
Note: Be sure to include zip codes.
TELEPHONE: (804)

3. Have you filed a complaint about this matter anywhere else? If so, where? no /

4. Have you brought a civil or criminal action against this attorney? If so, indicate in what city or county and give the name, phone number and address of your new attorney:

no

5. DETAILS OF COMPLAINT:

Closing Sale and Assumption of Property (House) at
1400 E 18th St. Richmond Va.
Closing Date Feb 15, 1996 Seller - Evelyn J (Mearde) Davis.
Buyer Rebecca Gray
Realtor - Rose Faust Closing Atty Victor A Motley
Retained by Rose Faust
On 2/15/96 I met with Rebecca Gray at the Law

Until 5/15/96 to pay the balance of the note.

By 4/23 I had not received any more money from Ms Gray or Mr Motley and I asked that we all meet at Mr Motley's office. (Myself, Ms Gray, Ms Foust, the Realtor, and Mr Motley.) I did not like how things were going and I knew something had to be done.

In March I received a notice of delinquency from the Mortgagee. I called them and was told they had received the assumption package but they had not received the deed and insurance verification from the buyer but they had spoken with Ms Gray and she was sent a letter (Copy is with the enclosures.)

I became aware that the house had been turned over to Ms Gray's name 2/20/96 after I attempted to get a consolidation loan to offset my finances as a result of not having received the funds I anticipated from the sale.

After speaking with a friend who is a Realtor who advised that if I did not get any satisfaction after the meeting I requested on 4/23 to contact Mark Fleckenstein. Then, on 5/10 I spoke with

EFMN 6/4/96

another reactor at length and in detail. He also suggested I needed an attorney and gave me Mr. Fleckenstein's name.

On 5/21 Ms Gray called me to advise me that she would be taking a Certified Check to Mr. Motley in my name only. Mr. Motley called me at 4:35 and advised that Ms Gray had brought in a certified check but \$200⁰⁰ was still owed to him. He told me I could pick up the check for \$1500⁰⁰ and write him a personal check for \$200⁰⁰. I agreed, but after I hung up the phone I asked myself why was I going to pay him \$200⁰⁰ out of monies that had been owed to me for over 3 months. I called Mr. Fleckenstein, who I had only spoken with over the phone and made an appointment with ~~him~~ for 5/23. He advised me to pick up the check, that I did not have to give him any money and that he could not hold the check.

I met with Mr. Fleckenstein on 5/23. I gave him some more details of what had transpired, copies of all the documents I had received.

I had not picked up the \$1500⁰⁰ check from Mr. Motley.

After looking at the settlement contract and other documents Mr Fleckenstein shared his feelings about "Bar Complaints," i.e. that, he does not take them lightly but he felt there is an issue in these matters and that there are some things grossly wrong that have been done.

After some advice and suggestion that included:

- ① Foreclosure on the Buyer
- ② Deed in Line of Trust.
- ③ Bring in Ms Gray (The Buyer) and give her opportunity to rectify matters.

He advised me that I would have to decide what I wanted to do if anything about the handling and representation of this matter.

He informed me that ① I should have received within 48 hours of the 2/15/96 Closing - \$1317⁴⁰ from Mr Motley.

② Mr Motley should not have accepted uncertified funds from Ms Gray.

③ I should have received the original copy of the Deed of Trust from Ms Gray from the beginning - I did not receive it until 5/8 and I had asked for it 4/23.

④ The ownership should not have been changed. ⁵⁰⁴ It was changed 2/20/96.

EMW 4/4/96

What bothers me the most is that Mr. Motley would have taken advantage of me for \$200⁰⁰ that I didn't owe him, had I had the sense to have someone to advise me of what to do and what not to do.

When I finally did get to his office I told him I had retained an Attorney who told me I didn't owe him any money. His reply to me was that somebody owes him \$200⁰⁰. I simply told him that that was an issue between him and Mrs Gray and he would have to take that up with her.

Personally I feel he's been overpaid. Mrs Gray and I could have sat on the porch at 1400 E. 18th St and I don't think things would be as messed up as they are.

There are just a few more little details of this situation that fit into these past 3 1/2 months.

At this point I have legal fees, travel expenses, Time from work and because of the hold up of funds I am temporarily living with my sister and Brother-in-Law. My household items are in storage, so I have storage fees

This has been an extremely stressful experience that has not only affected my lifestyle but also my life, to include my productivity on my job.

I pray for your expedient handling and decisions in this matter.

Sincerely
and at Christ's Feet.

Erueyn J (Mae) Miller.
6/4/96.

Enclosures:

- ① Deed of Assumption
- ② Deed of Trust Note.
- ③ letter to Ms Gray from Seacoast Mortgage
- ④ City of Richmond Assessment of Property
- ⑤ Settlement Statement 2/15/95 closing
- ⑥ Copy of check I received 2/28/96.
- ⑦ Copy of certified check I received 5/21/96.

VICTOR A. MOTLEY, LTD.
ATTORNEY AND COUNSELOR AT LAW
2817 NORTH AVENUE
RICHMOND, VIRGINIA 23222

P.O. BOX 25786
RICHMOND, VA. 23260

TEL: (804) 329-6972
FAX: (804) 329-1703

June 14, 1996

RECEIVED

JUN 18 1996

VIRGINIA STATE BAR

Virginia State Bar
c/o Harry Hirsch
8th & Main Bldg.
707 E. Main Street
Richmond, VA 23219

RE: VSB Docket
96-032-2446

Dear Mr. Hirsch:

In response to Ms. Davis's complaint:

Ms. Davis was fully aware at closing that Ms. Gray (purchaser) came to closing with no money.

Present at closing was Ms. Davis and Ms. Gray.

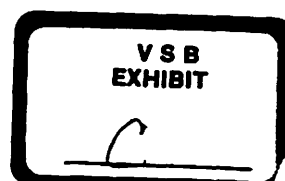
Pursuant to the HUD-1, Ms. Gray needed \$4,055.83 to close. On February 15, 1996, Ms. Gray made it plain she had no money. It was also made plain to Ms. Gray that the house was being assumed with a judgment docketed against it. Ms. Davis has signed a Note regarding the judgment.

Ms. Davis agreed to go through with the signing of the documents but not to record until I was in receipt of \$2,000.00. Ms. Davis had agreed to take a note and deed of trust on the \$2,055.83 balance which would be recorded simultaneously with the deed when and if it was recorded.

On February 20, 1996, Ms. Gray brought me a check in the sum of \$1,000.00. I called Ms. Davis, advised her of the check and asked if she wanted to close, Ms. Davis said yes. We closed.

Pursuant to Ms. Davis's instructions to close, the deed and deed of trust was recorded. From the \$1,000.00 check all expenses were paid pursuant to the HUD-1 and Ms. Davis on February 28, 1996 picked-up the balance of the \$1,000.00 check for her portion of the proceeds.

Subsequently the \$1,000.00 check from Ms. Gray bounced. On March 8, 1996, Ms. Gray made \$800.00 of that check good.



Virginia State Bar
June 14, 1996
Page 2

Subsequent to that Ms. Gray paid by cashier's check \$1,500.00 made out to Ms. Davis. In that I was still out of \$200.00 I asked Ms. Davis pay \$200.00 of the \$1,500.00 check to bring me current. Ms. Davis refused and I gave her the \$1,500.00 check without protest; I would get reimbursed when Ms. Gray brought in the balance. To date Ms. Gray has not tendered the balance.

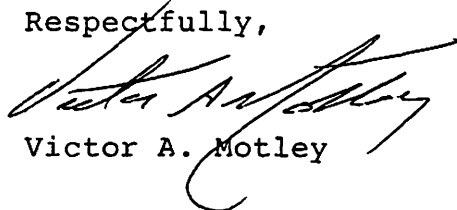
Any delinquencies in the mortgage, I cannot be held accountable for; it was explained to Ms. Davis that this was a nonqualifying assumption. (See attached Notice).

It was made known to Ms. Davis that Ms. Gray at the time of closing had no insurance. Ms. Davis said that she would keep hers in effect until Ms. Gray acquired insurance. If insurance has not been acquired according to Ms. Davis's expectations, that was the risk Ms. Davis assumed.

Ms. Davis was fully aware of Ms. Gray's finances and agreed to proceed with the transaction. Ms. Davis states that she did not know that the house was in Ms. Gray's name until after she attempted to get a loan consolidation; what date was that? Was it after she knowingly received \$319.80. Why would she be receiving any money if the transaction had not closed?

Not having received the "funds as anticipated" is the risk Ms. Davis took!

Respectfully,



Victor A. Motley

VAM/scg

cc: Evelyn J. Davis

WILDER & GREGORY
ATTORNEYS AT LAW

EIGHTH & MAIN BUILDING
SUITE 1000

MAILING ADDRESS:
POST OFFICE BOX 518
RICHMOND, VA 23218-0518

707 EAST MAIN STREET
RICHMOND, VIRGINIA 23219

TELEPHONE (804) 643-8401
TELECOPIER (804) 648-2707

December 9, 1996

PERSONAL AND CONFIDENTIAL

Mr. Lacy O. Campbell
Investigator
Virginia State Bar
P.O. Box 584
Nellysford, Virginia 22958

RE: In the Matter of Victor Alan Motley
VSB Docket #96-032-2446
Complaint Received on June 5, 1996
Complainant: Evelyn J. Davis Meade

Dear Mr. Campbell:

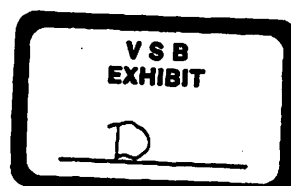
Pursuant to your request, I am providing copies of documents and related factual information that should be helpful in the investigation of this matter. This is submitted to supplement Mr. Motley's response dated June 14, 1996.

Outline Of Documents And Facts

1. As previously explained, Ms. Davis agreed to close the purchase with the knowledge that Ms. Gray had submitted only \$1,000.00 and that the check was in non-certified funds. Pursuant to Ms. Davis' authorization, Mr. Motley closed the transaction as outlined in the HUD 1 statement (See Exhibit 1).

2. Unrelated to this matter, Mr. Motley had deposited \$3,026.27 in his escrow account from loan proceeds (documentation previously provided). The entry on Mr. Motley's escrow account is indicated by a Feb 6 deposit on the bank statement (See Exhibit 2). Mr. Motley wrote \$2,300.00 against that deposit (See Exhibit 3), leaving a balance of \$726.27 of his own funds in his escrow account.

3. Since Ms. Davis wanted to close immediately and the \$1,000.00 check from Ms. Gray was not certified, Mr. Motley advanced his personal funds from his escrow account to make the following payments: (See Exhibit 4)



Mr. Lacy O. Campbell
Page 2
December 9, 1996

Evelyn Davis	\$319.80
SunCoast Savings & Loan Association , FSA	\$125.00
Richmond Circuit Court	<u>\$105.20</u>
Total	\$550.00

The balance of \$450.00 was owed to Mr. Motley as attorney's fee. (See HUD 1)

4. Since Mr. Motley had advanced the payments of \$550.00 and was owed the balance of \$450.00 in fees, he was entitled to be reimbursed from Ms. Gray's check of \$1,000.00. Mr. Motley deposited Ms. Gray's check into his account because he was entitled to all of the funds. (See Exhibit 5). At that point, none of the funds belonged to his client or any party to the transaction

5. As agreed, Ms Davis was to be paid the balance of her proceeds when Ms. Gray made further payments on the debt.

6. As previously explained, Ms Gray's check bounced. The only one harmed was Mr. Motley because he remained unpaid for the \$550.00 advanced and unpaid for \$450.00 in legal fees.

7. Ms. Gray later paid Mr. Motley \$800.00 in cash as partial restitution on the \$1000.00 check that bounced. However, Mr. Motley remains \$200.00 short on funds to which he is entitled.

8. No funds were deposited to the escrow account because Mr. Motley advanced his funds to make the payments that were to be covered by Ms Gray's \$1000.00 check. However, the identity of Ms. Gray's funds and the documentation of the money owed to Ms. Davis is preserved by the HUD 1 statement.

Points of Emphasis

1. Ms. Davis was made aware of all of the factual circumstances before closing and authorized Mr. Motley to close the transaction.

2. Mr. Motley did not use other clients' escrow funds to make any payments for this matter.

3. Mr. Motley had enough personal funds in his escrow account to cover the advance payments he made in order to close the transaction immediately, as was Ms. Davis' desire. The purchase could not have closed immediately with Ms. Gray's check because it was not certified.

Mr. Lacy O. Campbell

Page 3

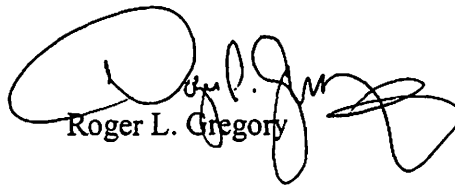
December 9, 1996

4. Mr. Motley was entitled to reimbursement of \$550.00 in advanced expenses and \$450.00 in legal fees at the time he deposited Ms. Gray's \$1,000.00 check into his account.

5. Mr. Motley furthered Ms. Davis' interest by advancing the funds to cover the non certified check that was later found to be worthless. Mr. Motley was the only person harmed by the bounced check. Ms. Davis did not suffer any loss as a result of Mr. Motley's handling of this matter.

Thank you for your time and consideration in this regard.

Sincerely,



Roger L. Gregory

RLG/adb

Enclosures

cc: Victor A. Motley, Esquire



Consolidated bank & trust co.

DIRECT ALL INQUIRIES TO:

RICHMOND:
P.O. BOX 10046
RICHMOND, VA 23240
(804) 771-5241 or
(804) 771-5242

HAMPTON:
P.O. BOX 250
HAMPTON, VA 23
(804) 722-2575

VICTOR A MOTLEY
ESCROW ACCOUNT
P O BOX 25786
RICHMOND VIRGINIA 23260

CUSTOMER	NUMBER	PAGE
	1004135100	PAGE
FROM	1-31-96 TO	2-29-9
STATEMENT PERIOD		

STATEMENT OF ACCOUNT

PREVIOUS BALANCE	NUMBER/TOTAL CREDITS	NUMBER/TOTAL DEBITS	FEES	NEW BALANCE
12 REGULAR NOW				
44,767.69	7 17,655.62	37 59,654.46	7.00	2,561.85
INTEREST YEAR TO DATE				
447.87				

EXHIBIT 2

12 REGULAR NOW

DATE	DESCRIPTION	AMOUNT	DAILY BALANCE
2-02	DEPOSIT	367.54	2-01 42,989.51
2-05	DEPOSIT	500.00	2-02 43,857.05
2-06	DEPOSIT	3,026.27	2-05 442.93
2-12	DEPOSIT	6,250.00	2-06 1,509.20
2-26	DEPOSIT	5,000.00	2-07 797.20
2-29	DEPOSIT	2,000.00	2-09 734.20
2-29	INTEREST CREDIT	11.81	2-12 1,723.58
2-29	ACTIVITY SERVICE CHARGE	7.00	2-13 1,541.58
			2-15 1,007.83
			2-16 877.83
CHECK NO. DATE AMOUNT CHECK NO. DATE AMOUNT			2-20 652.80
4359 2-01 877.13 *	4664 2-01 24.00		2-22 547.63
4425 2-05 43,914.12	4666 2-01 375.00		2-26 3,897.63
4667 2-06 10.00 *	4669 2-09 13.00		2-27 2,744.75
4670 2-07 362.00	4671 2-09 24.00		2-28 1,141.04
4672 2-09 26.00	4673 2-06 750.00		2-29 2,561.85
4674 2-06 1,200.00	4675 2-07 350.00		
4676 2-13 14.00	4677 2-13 105.00		
4678 2-13 13.00	4679 2-12 50.00		
4680 2-12 2,410.62	4681 2-12 2,000.00		
4682 2-12 800.00	4683 2-15 514.00		
4684 2-15 19.75	4685 2-16 100.00		
4686 2-13 50.00	4687 2-16 30.00		
4688 2-20 225.00	4689 2-22 105.20		
4692 2-28 24.00	4693 2-28 14.00		
4694 2-27 100.00	4695 2-27 313.50		
4696 2-26 1,000.00	4697 2-26 650.00		
4698 2-29 584.00	4699 2-28 450.00		
4700 2-28 1,115.71	4701 2-27 739.38		

DO YOU NEED MONEY FOR HOLIDAY SHOPPING OR TO PAY OFF LOANS WITH A HIGHER INTEREST RATE? WE ARE CURRENTLY OFFERING FOR A LIMITED TIME PERIOD A HOLIDAY LOAN WITH AN INTEREST RATE STARTING AS LOW AS 12.00% APR. HAPPY HOLIDAYS



Consolidated bank & trust co.

DIRECT ALL INQUIRIES TO:

RICHMOND:
P.O. BOX 10046
RICHMOND, VA 23240
(804) 771-5241 or
(804) 771-5242

HAMPTON:
P.O. BOX 250
HAMPTON, VA 23060
(804) 722-2575

VICTOR A. MOTLEY
ESCROW ACCOUNT
P O BOX 25786
RICHMOND VIRGINIA 23260

CUSTOMER NUMBER *	PAGE
1004135100	1
FROM 1-31-96 TO 3-30-96	
STATEMENT PERIOD	

STATEMENT OF ACCOUNT

1. REVIEW AND SIGN

```
*****
+ ACTIVITY SERVICE CHARGE SUMMARY FOR THE 29 DAY PERIOD +
+ MAINTENANCE FEES TOWNSHIP FEE ASSESSED 7.00 +
*****
+ THE ANNUAL PERCENTAGE YIELD (APY) IS 11.14% +
+ FOR THE PERIOD FROM 12/31/95 THROUGH 12/31/95 BASED ON +
+ AN AVERAGE BALANCE OF $17,000.00 +
+ 29 DAYS IN THE PERIOD AND INTEREST EARNED OF $11.81 +
*****
```


VICTOR A. MOTLEY, LTD.

ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

4704

PAY
TO THE
ORDER OF

EVELYN DAVIS

Three Hundred Nineteen - 80/100

\$ 379.80

DOLLARS

Consolidated
bank & trust co.

FOR

1400 E. 18th St.

⑈00004704⑈

⑆051000127⑆

010041351⑈12

⑈0000031980⑈

VICTOR A. MOTLEY, LTD.

ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

4690

PAY
TO THE
ORDER OF

SANCOAST S.W. ASSOC. - FSA

One Hundred Twenty Five - 00/100

\$ 125.00

DOLLARS

Consolidated
bank & trust co.

FOR

4094187

⑈00004690⑈

⑆051000127⑆

010041351⑈12

⑈0000012500⑈

VICTOR A. MOTLEY, LTD.

ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

4689

PAY
TO THE
ORDER OF

RICHMOND CIRCUIT COURT

One Hundred Five + 00/100

\$ 105.00

DOLLARS

Consolidated
bank & trust co.

FOR

Re: Susan Bay

⑈00004689⑈

⑆051000127⑆

010041351⑈12

⑈0000010500⑈

EXHIBIT 4

DEPOSIT TICKET

VICTOR A. MOTLEY 1-85
CHARLENE B. MOTLEY
8209 DIANE LN.
RICHMOND, VA. 23227

DATE 7/20/1996
DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

SIGN HERE FOR CASH RECEIVED (IF REQUIRED)

CASH	CURRENCY	COIN
66-85	1000	2
TOTAL FROM OTHER SIDE		
TOTAL		
LESS CASH RECEIVED		
NET DEPOSIT 1150 2		

68-121
510
010855812

USE OTHER SIDE FOR
ADDITIONAL LISTING

BE SURE EACH ITEM IS
PROPERLY ENDORSED

Consolidated
bank & trust co.

Richmond, Virginia 23240

0023.00 02/20/96 0404

DEPOSIT

08:23

MAIN

108558120611
\$1,150.00

⑈051000127⑈9980010855812⑈06 131⑈0000115000⑈

CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE OR ANY APPLICABLE COLLECTION AGREEMENT

EXHIBIT 5

46-0243

IT IIZATION OF AMOUNT FIN CED

Borrower(s) VICTOR A MOTLEY 8209 DIANE LN RICHMOND VA 23227-1634	Lender COMMERCIAL CREDIT LOANS INC. 8030 W BROAD ST RICHMOND VA 23294	Account Number 102921 Date of Loan 02/09/1996
---	---	--

ITEMIZATION OF AMOUNT FINANCED:\$ 3,026.27

\$ 3,026.27 Amount given to you directly (check to you) \$ NONE Prepaid finance charge
 \$ NONE Amount paid on your prior account
 \$ NONE Amount paid to others on your behalf (sum of schedules A through C)

SCHEDULE A: PREMIUMS PAID TO INSURANCE COMPANIES

\$ NONE Credit Life
 \$ NONE Credit Disability
 \$ NONE Property Insurance
 \$ NONE Automobile Single Interest
 \$ _____
 \$ _____

Bank Draft

SCHEDULE B: PAID TO PUBLIC OFFICIALS

\$ NONE License/title/registration fees
 \$ NONE Recording and releasing fees
 \$ _____
 \$ _____
 \$ _____

SCHEDULE C: PAID TO OTHERS

AMOUNT

PAYEE NAME

REASON

VSB
EXHIBIT

E

517

A Settlement Statement

U.S. Department of
and Urban Development

OMB No. 2502-0265 (Exp. 12-31-88)

B. Type of Loan				6. File Number	7. Loan Number	8. Mortgage Insurance Case Number
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv. Unins.				
4. <input type="checkbox"/> VA		5. <input type="checkbox"/> Conv. Ins.				

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name and Address of Borrower	E. Name and Address of Seller	F. Name and Address of Lender
Rebecca Grey	Evelyn Meade	Assumption

G. Property Location	H. Settlement Agent	I. Settlement Date
1400 E. 18th Street Richmond, VA 23224	Victor A. Motley Place of Settlement 2817 North Avenue Richmond, VA 23222	2/15/96

J. SUMMARY OF BORROWER'S TRANSACTION:		K. SUMMARY OF SELLER'S TRANSACTION:	
100. GROSS AMOUNT DUE FROM BORROWER		400. GROSS AMOUNT DUE TO SELLER	
101. Contract sales price	35,000.00	401. Contract sales price	35,000.
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	559.00	403.	
104.		404.	
105.		405.	
Adjustments for Items paid by seller in advance		Adjustments for Items paid by seller in advance	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	35,559.00	420. GROSS AMOUNT DUE TO SELLER	35,000.
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER		500. REDUCTIONS IN AMOUNT DUE TO SELLER	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	123.
203. Existing loan(s) taken subject to	31,317.03	503. Existing loan(s) taken subject to	31,317.
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for Items unpaid by seller		Adjustments for Items unpaid by seller	
210. City/town taxes to		510. City/town taxes to	
211. County taxes to		511. County taxes to	
212. Assessments to		512. Assessments to	
213. Pro rated Mortgage	186.14	513. Pro rated Mortgage	186.1
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER	31,503.17	520. TOTAL REDUCTION AMOUNT DUE SELLER	31,626.7
300. CASH AT SETTLEMENT FROM/TO BORROWER		600. CASH AT SETTLEMENT TO/FROM SELLER	
301. Gross amount due from borrower (line 120)	35,559.00	601. Gross amount due to seller (line 420)	35,000.0
302. Less amounts paid by/for borrower (line 220)	(31,503.17)	602. Less reductions in amount due seller (line 520)	81,626.7
303. CASH (X FROM) (O TO) BORROWER	4,055.83	603. CASH (O TO) (X FROM) SELLER	3,373.23

VSB
EXHIBIT

F

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
SETTLEMENT STATEMENT
PAGE 2

L SETTLEMENT CHARGES				PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES/BROKER'S COMMISSION based on price \$ @ % =					
Division of commission (line 700) as follows:					
701.	\$	to			
702.	\$	to			
703. Commission paid at Settlement					
704.					
12. 800. ITEMS PAYABLE IN CONNECTION WITH LOAN					
801.	Loan Origination Fee	%			
802.	Loan Discount	%			
803.	Appraisal Fee	to			
804.	Credit Report	to			
805.	Lender's Inspection Fee				
806.	Mortgage Insurance Application Fee	to			
807.	Assumption Fee			125.00	
808.					
809.					
810.					
811.					
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE					
901.	Interest from	to	@ \$ /day		
902.	Mortgage Insurance Premium for	months to			
903.	Hazard Insurance Premium for	years to			
904.		years to			
905.					
1000. RESERVES DEPOSITED WITH LENDER					
1001.	Hazard Insurance	months @ \$	per month		
1002.	Mortgage Insurance	months @ \$	per month		
1003.	City property taxes	months @ \$	per month		
1004.	County property taxes	months @ \$	per month		
1005.	Annual assessments	months @ \$	per month		
1006.		months @ \$	per month		
1007.		months @ \$	per month		
1008.		months @ \$	per month		
1100. TITLE CHARGES					
1101.	Settlement or closing fee	to Victor A. Motley		350.00	
1102.	Abstract or title search	to			
1103.	Title examination	to			
1104.	Title insurance binder	to			
1105.	Document preparation	to Victor A. Motley			100.00
1106.	Notary fees	to			
1107.	Attorney's fees	to			
(Includes above items Numbers:)					
1108.	Title Insurance	to			
(Includes above items Numbers:)					
1109.	Lender's coverage \$				
1110.	Owner's coverage \$				
1111.					
1112.					
1113.					
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES					
1201.	Recording fees: Deed \$ 13.00 ; Mortgage \$ 13.00 ; Releases \$			13.00	13.00
1202.	City/county tax/stamps: Deed \$ 17.50 ; Mortgage \$ 1.65			17.50	1.65
1203.	State tax/stamps: Deed \$ 52.50 ; Mortgage \$ 4.95			52.50	4.95
1204.	Transfer Fee			1.00	
1205.	Grantor's Tax				4.00
1300. ADDITIONAL SETTLEMENT CHARGES					
1301.	Survey	to			
1302.	Pest inspection	to			
1303.					
1304.					
1305.					
1400. TOTAL SETTLEMENT CHARGES (enter on line 103, Section J and line 502, Section K)				599.00	123.60

CERTIFICATION

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Hebe C. Gray
Borrower

Gregory J. Meade
Seller

The HUD-1 Settlement Statement which I have signed is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

Victor A. Motley
Settlement Agent

2/5/90
Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18, U. S. Code Section 1001 and Section 1010.

PG 173 FEB 20 1996

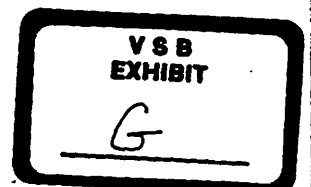
96-3141

THIS DEED OF ASSUMPTION, made this 15th day of February, 1996 by and between EVELYN JOYCE MEADE, unmarried (hereinafter referred to as "Grantor") and REBECCA GRAY, unmarried, (hereinafter referred to as "Grantee"):

W I T N E S S E T H :

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the Grantor hereby grant and convey with General Warranty and English Covenants of Title, subject to the terms hereof, unto the Grantee, the real estate described in Schedule "A" attached hereto and made a part hereof as her sole, separate and equitable estate.

The said Grantee by signing, accepting and recording this Deed assumes the payment of the balance remaining due on a certain Deed of Trust from Evelyn J. Meade, unmarried to Shirley M. Jordon and Harrison Bruce, Trustees, dated August 23, 1988 and recorded August 24, 1988, in the Clerk's Office of the Circuit Court of the City of Richmond, Virginia as Deed No. 15825, in the original principal sum of \$32,904.00, with an outstanding balance due of \$31,317.03, and agrees to pay the same as it matures, assume all other covenants and obligations contained in said Deed of Trust and further agrees to save harmless the said Grantor from the payment of any sum secured by the said Deed of Trust.



PG 178 FEB 20 1988

The property described in Schedule "A" is to be held and owned by the said Grantee, in her own right and as her sole, separate and equitable estate, as if she were an unmarried woman for her sole use and benefit, free from the control and marital rights or her present or any future husband, the right of courtesy of her present or any future husband in and to the aforesaid property being hereby expressly excluded, but with full and complete power to the said Grantee to sell, convey, devise by will, encumber by deed of trust or otherwise dispose of said property or encumbering the same, not requiring the uniting of his present or any future husband.

This conveyance is subject to those restrictions, conditions and easements of record to the extent that they might lawfully apply to the property hereby conveyed.

Plural shall be substituted for the singular and the singular for the plural wherever the context hereof so requires.

WITNESS the following signatures and seals:

 (SEAL)
EVELYN J. MEADE

 (SEAL)
REBECCA GRAY

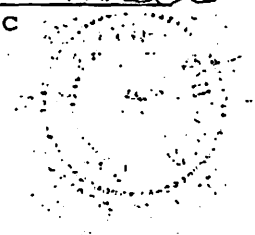
STATE OF VIRGINIA

CITY OF RICHMOND, to-wit:

The foregoing instrument was acknowledged before me this
15th day of February, 1996, by Evelyn J. Meade.

My Commission expires: 6/30/99

Sarah C. Lunnell
Notary Public



STATE OF VIRGINIA

CITY OF RICHMOND, to-wit:

The foregoing instrument was acknowledged before me this
15th day of February, 1996, by Rebecca Gray.

My Commission expires: 6/30/99

Sarah C. Lunnell
Notary Public



SCHEDULE "A"

ALL that certain piece or parcel of land, with all improvements thereon, known as 1400 East 18th Street (formerly known as 1400 Monroe Street), being Lot 1, Block "E", Plat of Richmond Summit as recorded in Plat Book 3, page 67, in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, and being more particularly described as follows:

BEGINNING at the point of intersection of the south line of Jackson Avenue with the east line of Monroe Street and from said point running southwardly along and fronting on the east line of Monroe Street 40 feet and from said front extending eastwardly 100 feet to a 12 foot alley.

BEING the same real estate conveyed to Evelyn Joyce Meade by deed from L. Wray Elliott and Carolyn J. Elliott, husband and wife, and James O. Elliott and Bronda Elliott, husband and wife, and Carolyn L. Wakefield and E. Kent Wakefield, husband and wife dated July 25, 1988 and recorded August 24, 1988 in the Clerk's Office of the Circuit Court of the City of Richmond in Deed Book 176, page 1594.

VIRGINIA:

IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF RICHMOND

This deed was presented, and, with the Certificate annexed, admitted to record

on FEB 20 1996 at 12:55 o'clock P.M.

The Tax imposed by Sec. 58.1-802 Code of Va. has been paid.

301 Clerk's Fee \$ 1200.00
 212 Transfer Fee \$ 1.00
 039 State Tax \$ 52.50
 214 City Tax \$ 17.50
 220 City Grantors Tax \$ 2.00
 038 State Grantors Tax \$ 2.00
 TOTAL \$ 88.00

TESTE: Maui Victor Motley

Bevill M. Dean
 Bevill M. Dean, Clerk

DEED OF TRUST NOTE

Richmond , Virginia February 15 19 96

\$ 3,366.78

FOR VALUE RECEIVED, the undersigned, jointly and severally, promise to pay to

Rebecca Gray , or order, at any of its offices in the City of Richmond, Virginia, or at such other place as the holder may designate in writing, the sum of 3,366.78 Dollars

~~and interest thereon from date hereof at the rate of XXXXXXXX per annum XXXXXX~~, the said principal and interest to be payable in monthly installments of \$ 98.00 commencing on the 1st day of March 19 96 and on the same day of each month thereafter with the balance due and payable on June 1 19 98 . In the event any installment is not paid within 10 days from its due date, the undersigned agrees to pay in addition to such installment a maximum late charge of 5% of the amount of such installment in arrears, or a minimum of \$1.

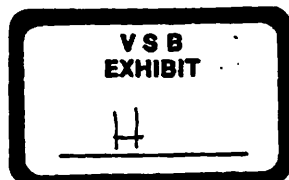
This note is secured by deed of trust of even date herewith conveying property located in Richmond , Virginia, reference to which is hereby made for the terms and conditions thereof.

Should any default be made in the payment of any installment of this note or in the performance of any of the covenants or conditions of the deed of trust or upon default under any other obligation secured by a lien on the above described property or under the provisions of any other obligation of the undersigned to the holder of this note, or upon application for the appointment of a Receiver for a maker, endorser or guarantor hereof, or upon the filing of a petition in Bankruptcy by or against a maker, endorser or guarantor hereof, the entire unpaid amount hereof shall become due and payable forthwith at the election of the holder of this note and without notice. Failure to exercise this option upon any default or defaults shall not constitute or be construed as a waiver of the right to exercise the said option in the event of any subsequent default.

The makers, guarantors, endorsers and any other parties to this note hereby waive presentment, demand, protest and notice of dishonor and protest, and hereby agree that extension or extensions of the time of payment of this note or any installment or part hereof may be made before, at or after maturity by agreement with any one or more of the parties hereto without notice to and without releasing the liability of any other party to this note, and they do likewise waive the benefit of all home-stead exemptions as to this debt and any right which they may have to require the holder to proceed against any person, and agree to pay all the expenses incurred in collecting the same, including a reasonable attorney's fee in case this note shall not be paid at maturity or when declared due and payable as provided herein.

The right is reserved to anticipate this note in whole or in part at any time provided a premium charge of one percent of the unpaid principal balance of this note will be made if anticipated in full within two years from the original date hereof. No charge for anticipation will be made thereafter.

Evelyn J. Meade
Evelyn J. Meade



524

DEED OF TRUST NOTE

Richmond Virginia February 15 19 96

\$ 2,055.83

FOR VALUE RECEIVED, the undersigned, jointly and severally, promise to pay to Evelyn

Meade, or order, at any of its offices in the City of Richmond, Virginia, or at such

other place as the holder may designate in writing, the sum of 2,055.83 Dollars

~~and I will be able to get you some more information about the situation in the area.~~

[illegible]

XXXXXX and on the same day XXXXXX XXXXXX XXXXXX with the balance due and payable on May 15.

1996. In the event any installment is not paid within 10 days from its due date, the undersigned agrees to pay in addition to such installment a maximum late charge of 5% of the amount of such installment in arrears, or a minimum of \$1.

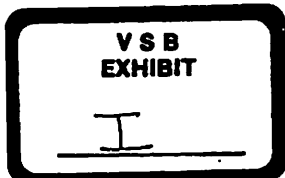
This note is secured by deed of trust of even date herewith conveying property located in Richmond, Virginia, reference to which is hereby made for the terms and conditions thereof.

Should any default be made in the payment of any installment of this note or in the performance of any of the covenants or conditions of the deed of trust or upon default under any other obligation secured by a lien on the above described property or under the provisions of any other obligation of the undersigned to the holder of this note, or upon application for the appointment of a Receiver for a maker, endorser or guarantor hereof, or upon the filing of a petition in Bankruptcy by or against a maker, endorser or guarantor hereof, the entire unpaid amount hereof shall become due and payable forthwith at the election of the holder of this note and without notice. Failure to exercise this option upon any default or defaults shall not constitute or be construed as a waiver of the right to exercise the said option in the event of any subsequent default.

The makers, guarantors, endorsers and any other parties to this note hereby waive presentment, demand, protest and notice of dishonor and protest, and hereby agree that extension or extensions of the time of payment of this note or any installment or part hereof may be made before, at or after maturity by agreement with any one or more of the parties hereto without notice to and without releasing the liability of any other party to this note, and they do likewise waive the benefit of all home-stead exemptions as to this debt and any right which they may have to require the holder to proceed against any person, and agree to pay all the expenses incurred in collecting the same, including a reasonable attorney's fee in case this note shall not be paid at maturity or when declared due and payable as provided herein.

The right is reserved to anticipate this note in whole or in part at any time provided a premium charge of one percent of the unpaid principal balance of this note will be made if anticipated in full within two years from the original date hereof. No charge for anticipation will be made thereafter.

Rebecca Gray



96-3142

PL 79 FEB 20 1996

DEED OF TRUST

THIS DEED, made this 15th, day of February, 19 96, by and between REBECCA GRAY hereinafter referred to as Grantor, and Evelyn Meade and Victor A. Motley, who reside in Richmond, Virginia, and Henrico County, Virginia, respectively, Trustees hereinafter referred to as Trustees:

WITNESSETH: That for and in consideration of this deed and of \$10.00 cash in hand paid, the receipt whereof is hereby acknowledged, the Grantor does hereby grant and convey unto the Trustees, with general warranty and with English covenants of title, the following described property:

ALL that certain piece or parcel of land, with all improvements thereon, known as 1400 East 18th Street (formerly known as 1400 Monroe Street), being Lot 1, Block "E", Plat of Richmond Summit as recorded in Plat Book 3, page 67, in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, and being more particularly described as follows:

BEGINNING at the point of intersection of the south line of Jackson Avenue with the east line of Monroe Street and from said point running southwardly along and fronting on the east line of Monroe Street 40 feet and from said front extending eastwardly 100 feet to a 12 foot alley.

BEING the same real estate conveyed to Rebecca Gray by deed from Evelyn Meade dated February 15, 1996 and recorded simultaneously with and just prior to this Deed of Trust in the Clerk's Office of the Circuit Court of the City of Richmond, Virginia.

PGO 180 FEB 20 82

Together with all buildings, improvements and fixtures now or hereafter erected thereon, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter therein or thereon, the furnishings of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, affixed floor coverings, screen doors, venetian blinds, awnings, stoves and water heaters (all of which are declared to be a part of said real estate whether physically attached thereto or not); and also together with all easements and the rents, issues and profits of said premises as well as any unearned hazard insurance premium with respect to such property, all of which are hereby pledged, assigned, transferred and set over unto the Trustees, whether now due or hereafter to become due.

IN TRUST, to secure the payment of the sum of Two Thousand Fifty Five and
83/100 ----- Dollars (\$2,055.83) with interest thereon from date at the
rate specified in the note per annum until paid, evidenced by a note of even date herewith (as well as any
renewals or extensions thereof) made by Rebecca Gray
and payable to the order of Evelyn Meade Rich-
mond, Virginia, or at such other place as the holder may designate in writing, the said principal and interest
to be payable in ^{one} ~~monthly~~ installments of \$ 2,055.83 ~~commencing on the xxxxxxxxxxxx day of~~
~~xxxxxxxxxxxx 19xx~~, and ~~on the xxxth day of xxxxxxxx 19xx~~ until the note is
fully paid; provided, however, that unless sooner paid, the said principal indebtedness and all interest and
other charges due hereunder shall be due and payable in full on the 15th day of May,
19 96.

AND FURTHER IN TRUST, to secure the reimbursement to the holder of the note for any and all costs and expenses incurred in collecting the note or enforcing this deed of trust, or in obtaining possession of the property, including a reasonable attorney's fee in case the note shall not be paid at maturity or when declared due and payable as provided therein.

AND FURTHER IN TRUST, to secure the payment of such additional sums, with interest thereon, advanced under the note by the holder of the above described note to the Grantors or their successors in title, for any purpose, at anytime before the release of this deed of trust, but only to the extent that the amount advanced at any one time when added to the balance due on the original indebtedness and any prior advance, shall not exceed the amount originally secured by this deed of trust, provided that nothing contained herein shall be considered as limiting any amount that shall be secured hereby when advanced to protect the security or in accordance with covenants herein.

The Grantor agrees to pay, at the option of the noteholder, monthly, along with and in addition to the payments of principal and interest payable under the terms of the note, the pro rata sum as determined by the noteholder that will be necessary to pay taxes on the property and premiums on the insurance required as they become due. If the total payments made to the noteholder pursuant to this provision are less than the amount required to pay such taxes and insurance premiums as they become due, then the Grantor agrees to pay on demand to the noteholder such sums as is necessary to make up such deficiency and if not so paid agrees that such amount may, at the option of the noteholder, be added to the debt hereby secured. In the event there is an excess in any such payments, such excess will reduce the subsequent pro rata payments.

The noteholder may at its option either credit to a separate account the entire sum paid it for such taxes and insurance and hold it in trust without interest until such taxes and insurance are paid by it, or it may, as and when such sum is paid to it, credit such payments to the balance then due on the note, and if the payments are so credited, it may pay such taxes and insurance when due and charge to the note the amount so paid.

.60181 FEB 20 88

This deed is to be governed by and is to be read and construed with reference to Sections 55-59, 55-59.1, 55-59.3, 55-59.4 and 55-60 of the Code of Virginia of 1950, as now in force, including the following provisions:

- A. Subject to all (call) upon default.
- B. Renewal or extension permitted.
- C. Deferred purchase money.
- D. Exemptions waived.
- E. Fire and extended coverage insurance required with loss payable in favor of noteholder.
- F. Substitution of Trustee permitted.
- G. Any Trustee may act.
- H. Notice required.
- I. Advertisement required: After first advertising the time, place and terms of sale for two times, or more frequently should the Trustee so decide, which need not be successive, in some newspapers having general circulation in the City or County in which the property or some part thereof is located, the last of which may appear on the day of sale.

Any sale or sales hereunder of the property hereby conveyed may be made as an entirety or in such parcels as the Trustees shall deem best.

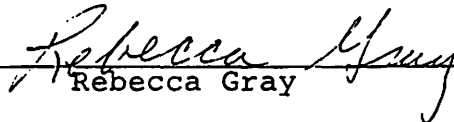
The Grantor covenants and agrees that in the event of any default hereunder, the Trustees shall have the right, upon demand of the noteholder, to take immediate possession of the premises, to rent the same at such rental as they may deem proper, to collect the rents, to make any necessary repairs or replacements to the property, and after paying the cost of renting the property, collecting the rents, and the making of any repairs to the property, to apply the balance on the obligations hereby secured, and if there is not sufficient net rental money received to pay the cost of repairs, then any balance shall be secured hereby along with the note and bear the same rate of interest.

In the event of sale of the property by the Grantor, the entire unpaid balance of the note hereby secured shall become due and payable at the option of the noteholder. The noteholder, may at its option, impose a reasonable fee for permitting the assumption of the debt hereby secured should it allow such assumption. No such assumption shall, however, release the Grantor's obligations to the noteholder either hereunder or under the note hereby secured; nor shall any such assumption be binding upon the Grantee for any purpose unless the Grantee or his assigns in writing shall have agreed to the same.

Upon the payment of the debt hereby secured and the performance of all of the covenants and conditions hereof, the Grantor covenants to pay the expenses of releasing this deed of trust.

Whenever used, the singular number shall include the plural, and the plural the singular.

WITNESS the following signatures and seals as of the day and year first above written.

 (Seal)

NOTICE: THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN FULL OR THE TERMS HEREOF BEING MODIFIED IN THE EVENT OF SALE OR CONVEYANCE OF THE PROPERTY CONVEYED.

PGC . J2 FEB 20 8

STATE OF VIRGINIA

CITY OF RICHMOND

I, the undersigned Notary Public in and for the City/County aforesaid, in the State of Virginia, do hereby certify that Rebecca Gray whose name is ~~(is)~~ signed to the writing above bearing date of 15th day of February, 19 96, this day acknowledged the same before me in my City/County aforesaid.

Given under my hand this 15th day of February, 19 96.

My commission expires 6/30/99.

Sarah C. Lunnell
Notary Public

VIRGINIA:

IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF RICHMOND

This deed was presented, and, with the Certificate annexed, admitted to record

on FEB 20 1996 at 12:57 o'clock P.M.

The Tax imposed by Sec. 58.1-802 Code of Va. has been paid.

CS 139047 - A
301 Clerk's Fee \$ 12.00 + 10
212 Transfer Fee \$
039 State Tax \$ 3.15
214 City Tax \$ 1.05
220 City Grantors Tax \$
038 State Grantors Tax \$
TOTAL \$ 17.20

Mail: Victor Motley
TESTE:

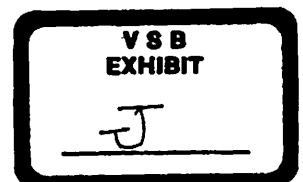
Bevill M. Dean

Bevill M. Dean, Clerk

N O T I C E

Seller, Evelyn J. Meade is allowing purchaser, Rebecca Grey to assume her mortgage on 1400 E. 18th Street, Richmond, Virginia on the condition that within two (2) years, purchaser to to apply for the mortgage so as to release seller from liability.

Evelyn J. Meade (SEAL)
Evelyn J. Meade
Rebecca Grey (SEAL)
Rebecca Grey





P.O. Box 7979
Hollywood, FL 33081-7979

Mortgage Payment Division

ASSUMPTION STATEMENT

01-28-96

LOAN NO: 4294187

BORROWER ADDRESS: EVELYN J MEADE

INVESTOR: 201-0002006906

1400 E 18TH ST
RICHMOND VA 23224

LOAN TYPE: FHA

PROPERTY ADDRESS: 1400 E 18TH ST
RICHMOND VA 23224

SENT TO: EVELYN J. MEADE

1400 E. 18TH STREET
RICHMOND, VA 23224

AS OF FEBRUARY 15, 1996 THE STATUS OF THIS LOAN IS AS FOLLOWS:

INTEREST RATE 11.00000% NEXT PAYMENT DUE FEBRUARY 01, 1996.

PRINCIPAL BALANCE	ESCROW/IMPOUND BALANCE	SUSPENSE BALANCE	REST. ESCROW BALANCE	REPL. RESV. BALANCE
31,317.03	413.40	.00	.00	.00

ITEMS	PAYMENT DISTRIBUTION			PAYEE	ESTIMATED DISBURSEMENTS	
	TYPE	SEQ	MTHLY AMT		NEXT DUE	AMOUNT
HAZARD INS.	351		21.00		08-96	266.00
CITY TAX	313	01	37.93	450870550	05-96	455.18
PRINCIPAL & INTEREST			313.35			

TOTAL PAYMENT 372.28

PLEASE SEND THE FOLLOWING REMITTANCE ALONG WITH A COPY OF THE WARRANTY DEED

ITEMS	AMOUNT DUE
TRANSFER FEE	125.00
PAYMENTS DUE	372.28
TOTAL	497.28

ANY PRORATION OF PAYMENTS OR ESCROW/IMPOUNDS MUST BE SETTLED SOLELY BETWEEN THE BUYER AND SELLER. THE ESCROW ACCOUNT WILL BE TRANSFERRED TO THE BUYER

PLEASE FURNISH THE FOLLOWING AS CHECKED:

- ☒ ASSIGNMENT OF ESCROW RESERVES AND HAZARD INSURANCE POLICY
- ☒ EXECUTED LOAN MODIFICATION AGREEMENT
- ☒ NEW PURCHASER MUST APPLY FOR LOAN APPROVAL
- ☒ NEW MAILING ADDRESS OF SELLER

Mortgage Payment

Division _____

FD-100 (Rev. 7-79)
Hollywood, FL 33091-79
(305) 963-7200

ASSUMPTION DEPARTMENT

VERIFICATION OF MAILING ADDRESS

LOAN NUMBER: 12-7-1127

Please verify the proper mailing address, after closing, for year-end statement and other correspondence to the seller. We must also have the buyer's mailing address for payment coupons and other correspondence.

SELLER NAME: _____

STREET ADDRESS: 3901 Fragler Dr

CITY/STATE/ZIP: Richmond Va 23235

HOME PHONE: (804) 320-0516 WORK PHONE: (804) 780-7358

IMPORTANT: *****ASSUMPTION WILL NOT BE COMPLETED WITHOUT THE BUYER'S SOCIAL SECURITY NUMBER(S)*****

PURCHASER NAME: Rebecca M. LRAY

SOCIAL SECURITY NUMBER: 147-70-3651

HOME PHONE: (804) 231-0006 WORK PHONE: (804) 530-5485

CO-PURCHASER: _____

SOCIAL SECURITY NUMBER: _____

HOME PHONE: () _____ WORK PHONE: () _____

STREET ADDRESS: _____

CITY/STATE/ZIP: _____

Mortgage Payment

Division _____

PO Box 7979
Hollywood, FL 33081-7979
(305) 963-2448

ASSIGNMENT OF TRUST FUNDS

LOAN NUMBER: 9294187 DATE: 2/15/96
PROPERTY ADDRESS: 1400 E 18th St Richmond Va 23224
SELLER NAME: Evelyn J. Meade / Evelyn J. Davis
FUTURE ADDRESS: 3901 Traylor Dr Richmond VA 23225
PURCHASER NAME: Rebecca Mays Gray HOME PHONE (804) 231-1111
WORK PHONE (804) 228-3533
CO-PURCHASER: 1400 618-3221
FUTURE ADDRESS: 1400 15th St Richmond Va 23224

AGREEMENT

As part of the consideration for the sale of the property, we have agreed that all funds held by Suncoast Savings and Loan Association in escrow for the payment of real taxes, hazard insurance premiums, or buydown funds now belong to the purchaser and we do hereby transfer, assign and deliver these funds to the purchaser.

As related to Hazard Insurance it is understood that:

- A. If the purchaser furnishes a new hazard policy to cover the property along with a paid receipt, the old policy will be cancelled and any unused premiums will be sent to the seller. Suncoast Savings and Loan Association will take no responsibility for actions of the insurance agent or company.
- B. If the purchaser wishes to retain the existing coverage by requesting an endorsement to the sellers policy, any adjustments for premiums must be made at closing. All funds remaining in the escrow account become the property of the purchaser.

PURCHASER: Rebecca Mays Gray

SELLER: Evelyn J. Meade

SIGNATURE: Rebecca Mays Gray

SIGNATURE: Evelyn J. Meade

CO-MORTGAGOR: _____

CO-MORTGAGOR: _____

SIGNATURE: _____

SIGNATURE: _____



Mortgage Payment Division

LOAN NUMBER

129 41 87

IMPORTANT INFORMATION REGARDING NON-QUALIFYING ASSUMPTIONS

THE MORTGAGE WILL NOT BE TRANSFERRED UNTIL ALL OF THE REQUIRED DOCUMENTS ARE FORWARDED TO US.

- Copy of Recorded Warranty Deed is necessary
- Proof of Homeowner/ Hazard insurance, with paid receipt.
- Buyer's Social Security number / mailing address.
- Assignments of Trust Funds.
- Notice to Homeowner (if FHA).
- TOTAL AMOUNT DUE ON ASSUMPTION STATEMENT.
- Taxpayer Identification Number Form -- one each for mortgagor and co-mortgagor.

UPON RECEIPT OF ALL DOCUMENTS, THE LOAN WILL BE TRANSFERRED AND A NEW COUPON BOOK WILL BE FORWARDED TO THE BUYER

WE CANNOT TRANSFER THE LOAN UNTIL ALL ABOVE INFORMATION IS RECEIVED. DURING THE TRANSFER, PAYMENTS MUST BE KEPT CURRENT TO AVOID LATE CHARGES. PLEASE BE AWARE THAT THIS MAY AFFECT YOUR CREDIT AND YOU MAY NOT RECEIVE CREDIT FOR INTEREST PAID UNTIL THE LOAN HAS BEEN TRANSFERRED.

PLEASE RETURN ALL CORRESPONDENCE TO:

ASSUMPTION DEPARTMENT
SUNCOAST SAVINGS AND LOAN ASSOCIATION, FSA
4000 HOLLYWOOD BLVD., 4TH FLOOR NORTH TOWER
HOLLYWOOD, FL 33021

NOTICE TO HOMEOWNER
Assumption of HUD/FHA Insured Mortgages
Release of Personal Liability

You are legally obligated to make the monthly payments required by your mortgage (deed of trust) and promissory note.

The Department of Housing and Urban Development (HUD) has acted to keep investors and non-creditworthy purchasers from acquiring one-to-four family residential properties covered by certain FHA-insured mortgages. There are minor exceptions to the restriction on investors: loans to public agencies and some non-profit organizations, Indian tribes or servicepersons; and loans under special mortgage insurance programs for property sold by HUD, rehabilitation loans or refinancing of insured mortgages. Your lender can advise you if you are included in one of these exceptions.

HUD will therefore direct the lender to accelerate this FHA-insured mortgage loan if all or part of the property is sold or transferred to a purchaser or recipient (1) who will not occupy the property as his or her principal or secondary residence, or (2) who does occupy the property but whose credit has not been approved in accordance with HUD requirements. This policy will apply except for certain sales or transfers where acceleration is prohibited by law.

When a loan is accelerated, the entire balance is declared "immediately due and payable." Since HUD will not approve the sale of the property covered by this mortgage to an investor or to a person whose credit has not been approved, you, the original homeowner, would remain liable for the mortgage debt even though the title to the property might have been transferred to the new buyer.

Even if you sell your home by letting an approved purchaser (that is, a creditworthy owner-occupant) assume your mortgage, you are still liable for the mortgage debt unless you obtain a release from liability from your mortgage lender. FHA-approved lenders have been instructed by HUD to prepare such a release when an original homeowner sells his or her property to a creditworthy purchaser who executes an agreement to assume and

mortgagor. The release is contained in Form HUD-92210-1, ("Approval of Purchaser and Release of Seller"). You should ask for it if the mortgage lender does not provide it to you automatically when you sell your home to a creditworthy owner-occupant purchaser who executes an agreement to assume personal liability for the debt. When this form is executed, you are no longer liable for the mortgage debt.

----*--*

Date: 2-15-96

Rebecca Gray
Borrower

Date: _____

Co-Borrower

NATHANIEL BATTLE
SOC. SEC. 224-80-3380
1815 S ALSTON AVE.
DURHAM, NC 27707

66-85/531
0704178702

117

DATE 2/17/96

PAY TO THE ORDER OF Victor A. Motley

One Thousand & No/100

220306740 308 252542525 02-22-96 66-85/531

Centura Bank
Durham, NC 27702

MEMO _____

⑆053100850⑆0704170702⑆ 0117 ⑆0000100000⑆

CONSOLIDATED BANK AND TRUST COMPANY, Richmond, Virginia
WE CHARGE your account and return herewith unpaid: 02-27-96

REASON NO.	MAKER	DRAWN ON	AMOUNT
<u>1</u>	<u>Nathaniel Battle</u>	<u>66-85</u>	<u>1000.00</u>

1. Not sufficient funds 3. Endorsement 5. Signature missing 7. Uncollected funds
2. Account closed 4. Signature irregular 6. Signature not on file 8.

ACCOUNT NO.

1004134312

APPROVED BY

Victor A. Motley
P.O. Box 25786
Richmond, VA 23260

J.D. Perry

CONSOLIDATED BANK AND TRUST COMPANY, Richmond, Virginia
WE CHARGE your account and return herewith unpaid: 3-6-96

REASON NO.	MAKER	DRAWN ON	AMOUNT
<u>1</u>	<u>Nathaniel Battle</u>	<u>66-85</u>	<u>1,000.00</u>

1. Not sufficient funds 3. Endorsement 5. Signature missing 7. Uncollected funds
2. Account closed 4. Signature irregular 6. Signature not on file 8.

ACCOUNT NO.

1004134312

APPROVED BY

Victor A. Motley
P.O. Box 25786
Richmond, VA 23260

Fritz

VSB
EXHIBIT

L

WILLIAM H. COLLEY

3/8

19*12* No.

PAID OF

Roberts Corp

Eight Hundred - 00/100

DOLLARS

BY

W. H. Colley

V S B
EXHIBIT

M



Mortgage Payment Division

373.45

③

P.O. Box 7979
Hollywood, FL 33081 7979

by The 15th of every month

MARCH 21, 1996

REBECCA M. GRAY
1400 EAST 18TH STREET
RICHMOND, VA 23224

Re: Loan Number: 4294187
Property: 1400 E. 18TH STREET
RICHMOND, VA 23224

We are in receipt of the assumption package on the above referenced property. However, we are unable to complete the transfer process due to the missing item(s) checked below:

- (X) A copy of the recorded Warranty Deed.
- () Modification and Assumption Agreement with release. (2 Pages) RECORDED ORIGINAL.
- () Assumption (1 Legal Page) RECORDED ORIGINAL.
- () The assumption fee in the amount of \$ 125.00.
- () The Assignment of Trust Funds form.
- () Buyer's Social Security number.
- () Buyer's mailing address and telephone number(s).
- () Taxpayer Identification Number Form (IRS form W-9)
- (X) Proof of Insurance coverage and paid receipt.



UPON RECEIPT OF THE MISSING DOCUMENTATION, we will complete the transfer to reflect the change of ownership on the property.

Sincerely,

Assumption Department

PHONE: 1-800-749-7866, ext. 3111 - 4141

assumltr.doc

A Division of Suncoast Savings and Loan Association, FSA

PEARLINE

Q



**Consolidated
bank & trust co.**

3 -

10168

Richmond, Virginia 23240

May 21,

19 96

68-12/510 3

PAY TO THE
ORDER OF

*****Evelyn M. Davis *****

\$ 1,500.00****

CONSOLIDATED
BANK TRUST CO.

DOLLARS

CASHIER'S CHECK

RE: Rebecca M. Gray

THIS CASHIER'S CHECK WILL BE SUBJECT TO A SERVICE CHARGE
FROM THE DATE OF ISSUANCE IF IT IS NOT PRESENTED FOR PAYMENT
TO THIS BANK WITHIN ONE YEAR FROM THE DATE OF ISSUANCE

AUTHORIZED SIGNATURE

John H. B. B.

CSA

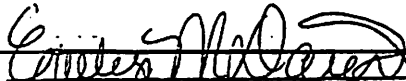
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0204390961104

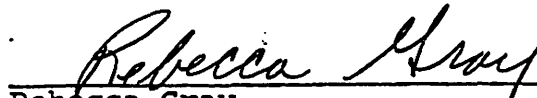
540

May 28, 1996

I agree to give Rebecca Gray until 5:00 o'clock p.m. on Friday, June 28, 1996, to pay the balance of the note dated February 15, 1996. The balance owed on this note is \$1,653.43. This amount includes \$1,553.43 in principal and \$100.00 in attorney fees to date. This extension is contingent on Ms. Gray making the June, 1996 payment to SunCoast Savings & Loan on time. The failure by Ms. Gray to make the June, 1996 payment to SunCoast on time will be deemed a default on this extension and under the original note dated February 15, 1996.


Evelyn Meade Davis

I have read, understand, and agree to be bound by the terms of this extension.


Rebecca Gray

VSB
EXHIBIT

Q

June 6/1996

Mortgage Payment Division
P.O. Box 028529
Miami FL 33102-8529

RE: Acct# 4294187
acct name: Evelyn J Meade

Dear Sir or Madam;

The purpose of this letter is to advise you of the circumstances and to forward copies of pertinent documentation that will provide an explanation for the recent delinquent payments in regards to the above referenced account

On 2/15/96 I met with the buyer of the referenced property and also an attorney for the purpose of closing on an agreement to sell the property. Unfortunately, the transaction should not have occurred and at this point the title of ownership has been changed and the final transactions are incomplete.

I have retained my own attorney Mr. Mark Fleckenstein and I have filed a complaint with the Virginia State Bar against the closing attorney Victor Motley.

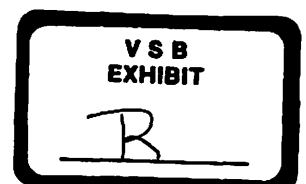
The buyer has been advised about the late payments as she is and has been occupying the property and in fact she has agreed to conclude her financial obligation and to make the timely payment on the mortgage.

she has advised me that she has sent the insurance information that you requested in your letter to her of 3/21/96.

I have enclosed a copy of the agreement which was drafted by my attorney in our meeting on 5/28/96.

It is my understanding after my phone conversation with Ann on 6/6/96 that the deed has not yet been received. I believe that Mr. Motley has control of that document.

I am requesting that you advise me immediately of any delinquency in the receipt of future payment even though once the assumption contract is complete then I am not in any position to extricate the buyer from the property. I am aware that I am still tied into this matter.




6/10/96

I will appreciate all consideration for any past delinquent payments that would affect my own credit and I pray for your understanding of a situation that should not have occurred that will take some time to rectify.

I can be reached at: 3901 Traylor Dr.
Richmond Va 23235

Thank you for your attention to this letter.

Sincerely,


Evelyn J. Davis (Meade)

Enclosures

copy of letter to the buyer 3/21/96
copy of agreement signed by the buyer dated 5/28/96
copy of response letter I received from the Virginia State Bar.

kinko's®

Your branch office

fax cover sheet

Kinko's in the Fan • Telephone: (804) 355-0061 • Fax: (804) 358-9263

Date June 19, 1996Number of pages 9 (including cover page)to: Name Ms Pearlene Thomas from: Name Evelyn (Davis) MeadeCompany Seacoast Savings & Loan

Company _____

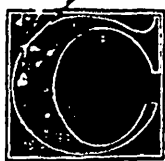
Telephone 800 749 7870Telephone WV 804 780 7358Fax 954 986 2046

H> 804 320 0516

Comments

Dear Ms Thomas,
Please call me at my work number
upon your receipt of these documents.
I have a few questions to ask.

VSB
EXHIBITS



Consolidated bank & trust co.

DIRECT ALL INQUIRIES TO:

RICHMOND:
P.O. BOX 10046
RICHMOND, VA 23240
(804) 771-5241 or
(804) 771-5242

HAMPTON:
P.O. BOX 25
HAMPTON, VA
(804) 722-25

VICTOR A MOTLEY
ESCROW ACCOUNT
P O BOX 25786
RICHMOND VIRGINIA 23260

CUSTOMER NUMBER

1004135100 PAGE
FROM 6-30-95 TO 7-31-95

STATEMENT PERIOD

STATEMENT OF ACCOUNT

PREVIOUS BALANCE	NUMBER/TOTAL CREDITS	NUMBER/TOTAL DEBITS	FEES	NEW BALANCE
12 REGULAR NOW				
263,914.01	7 61,169.78	50 304,085.25	.00	20,998.
INTEREST YEAR TO DATE \$547.15				

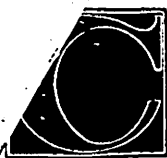
12 REGULAR NOW

DATE	DESCRIPTION	AMOUNT	DAILY BALANCE
7-03	DEPOSIT	51,240.00	7-03 278,941.
7-05	DEPOSIT	590.00	7-05 277,346.
7-13	DEPOSIT	7,435.04	7-06 276,118.
7-18	DEPOSIT	525.00	7-07 263,912.
7-19	DEPOSIT	750.00	7-10 64,357.
7-24	DEPOSIT	420.00	7-11 54,982.
7-31	INTEREST CREDIT	209.74	7-12 46,822.
			7-13 54,257.
			7-14 51,357.
			7-17 43,246.
			7-18 43,719.
			7-19 44,269.
			7-21 44,245.
			7-24 44,141.
			7-25 44,019.
			7-26 21,200.
			7-27 21,187.
			7-31 20,998.

CHECK NO.	DATE	AMOUNT	CHECK NO.	DATE	AMOUNT
4116	7-12	394.54	* 4134	7-10	908.91
* 4228	7-19	100.91	* 4369	7-26	19,800.00
* 4361	7-07	174.61	* 4387	7-05	5.00
4388	7-10	5.00	4389	7-06	200.00
* 4392	7-06	1,028.50	4393	7-03	36,202.43
4394	7-03	10.00	4395	7-05	500.00
4396	7-05	1,400.00	4397	7-05	280.00
4398	7-07	341.80	4399	7-07	965.70
4400	7-07	3,620.00	4401	7-07	7,103.46
4402	7-10	607.15	4403	7-10	196,455.00
4404	7-11	9,375.00	4405	7-14	95.00
4406	7-10	591.00	4407	7-12	330.00
4408	7-12	7,435.04	* 4408	7-17	7,435.04
4409	7-10	38.00	4410	7-10	250.00
4411	7-10	700.00	4412	7-14	5.00
4413	7-24	5.00	4414	7-24	7.00
4415	7-17	143.00	4416	7-17	514.00
4417	7-17	18.89	4418	7-21	10.00
4419	7-21	14.00	4420	7-14	2,200.00
4421	7-14	600.00	4422	7-18	52.59

VSB
EXHIBIT

EXCITING NEWS! WE ARE NOW OFFERING FREE SAVINGS ACCOUNTS FOR MINORS
VISIT OUR FIVE LOCATIONS FOR DETAILS ON THIS ACCOUNT AND ANY OF THE
OTHER ACCOUNTS WE OFFER. THANK YOU FOR BANKING WITH US.



Consolidated bank & trust co.

DIRECT ALL INQUIRIES TO:

RICHMOND:
P.O. BOX 10046
RICHMOND, VA 23240
(804) 771-5241 or
(804) 771-5242

HAMPTON:
P.O. BOX 25
HAMPTON, VA
(804) 722-25

VICTOR A MOTLEY
ESCROW ACCOUNT
P O BOX 25766
RICHMOND VIRGINIA 23260

CUSTOMER NUMBER

1004135100 PAGE
FROM 6-30-95 TO 7-3

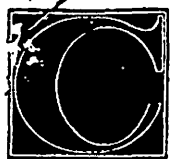
STATEMENT PERIOD

STATEMENT OF ACCOUNT

12 REGULAR NCW

CHECK NO.	DATE	AMOUNT	CHECK NO.	DATE	AMOUNT	DAILY BALANCE
4423	7-19	98.54	* 4425	7-24	512.00	
4426	7-26	195.00	4427	7-26	254.50	
4428	7-25	122.25	4429	7-31	24.00	
* 4431	7-27	13.00	* 4433	7-31	75.00	
4434	7-26	2,569.39	* 4441	7-31	300.00	

+++++
+ THE ANNUAL PERCENTAGE YIELD EARNED OF 2.32% +
+ FOR THE PERIOD FROM 7/01/95 THROUGH 7/31/95 WAS BASED ON +
+ AN AVERAGE BALANCE OF \$107,372.71 +
+ 31 DAYS IN THE PERIOD, AND INTEREST EARNED OF \$209.74 +
+++++



Consolidated bank & trust co.

DIRECT ALL INQUIRIES TO:

RICHMOND:	HAMPTON
P.O. BOX 10046	P.O. BOX 2
RICHMOND, VA 23240	HAMPTON
(804) 771-5241 or	(804) 722-2
(804) 771-5242	

VICTOR A MOTLEY
ESCROW ACCOUNT
P O BOX 25786
RICHMOND VIRGINIA 23260

CUSTOMER NUMBER

1004135100 PAGE
FROM 7-31-95 TO 8-

STATEMENT PERIOD

STATEMENT OF ACCOUNT

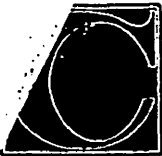
PREVIOUS BALANCE	NUMBER/TOTAL CREDITS	NUMBER/TOTAL DEBITS	FEES	NEW BAL
12 REGULAR NOW				
20,998.54	11	29,675.41	32	49,296.81
	INTEREST YEAR TO DATE			
	\$564.81			

12 REGULAR NOW

DATE	DESCRIPTION	AMOUNT	DAILY BALANCE
8-04	DEPOSIT	8,617.75	8-01 20,54
8-07	DEPOSIT	590.00	8-02 20,52
8-10	DEPOSIT	6,750.00	8-03 20,47
8-11	OVERDRAFT SERVICE CHARGE	25.00	8-04 28,88
8-15	DEPOSIT	7,000.00	8-07 29,42
8-17	DEPOSIT	450.00	8-08 29,39
8-21	DEPOSIT	2,200.00	8-09 29,38
8-24	DEPOSIT	2,100.00	8-10 36,13
8-25	OVERDRAFT SERVICE CHARGE	25.00	8-11 6,81
8-28	OVERDRAFT SERVICE CHARGE	25.00	8-15 18
8-28	OVERDRAFT SERVICE CHARGE	25.00	8-17 63
8-29	DEPOSIT	200.00	8-21 72
8-30	DEPOSIT	250.00	8-22 62
8-30	OVERDRAFT SERVICE CHARGE	25.00	8-23 1
8-31	DEPOSIT	1,500.00	8-24 2,11
8-31	INTEREST CREDIT	17.66	8-25 4
8-31	ACTIVITY SERVICE CHARGE	7.00	8-28 12

CHECK NO.	DATE	AMOUNT	CHECK NO.	DATE	AMOUNT
4430	8-03	10.00	* 4432	8-07	40.46
* 4435	8-02	24.00	4436	8-08	12.00
4437	8-03	12.00	4438	8-03	24.00
4439	8-09	12.00	4440	8-04	12.00
* 4442	8-01	450.00	4443	8-07	12.00
4444	8-08	12.00	4445	8-04	200.00
4446	8-11	42,707.89	4447	8-25	2,139.95
4448	8-11	13.00	* 4450	8-21	2,117.45
4451	8-11	200.00	4452	8-23	514.00
4453	8-23	32.86	4454	8-23	57.20

EXCITING NEWS! WE ARE NOW OFFERING FREE SAVINGS ACCOUNTS FOR MINORS
VISIT OUR FIVE LOCATIONS FOR DETAILS ON THIS ACCOUNT AND ANY OF THE -
OTHER ACCOUNTS WE OFFER. THANK YOU FOR BANKING WITH US.



Consolidated bank & trust co.

DIRECT ALL INQUIRIES TO:

RICHMOND:
P.O. BOX 10046
RICHMOND, VA 23240
(804) 771-5241 or
(804) 771-5242

HAMPTON
P.O. BOX 2
HAMPTON
(804) 722-2

VICTOR A MOTLEY
ESCROW ACCOUNT
P O BOX 25786
RICHMOND VIRGINIA 23260

CUSTOMER NUMBER

1004135100 PAGE
FROM 7-31-95 TO 8-
STATEMENT PERIOD

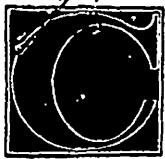
STATEMENT OF ACCOUNT

12 REGULAR NOW

CHECK NO.	DATE	AMOUNT	CHECK NO.	DATE	AMOUNT	DAILY BALANCE
4455	8-22	100.00	4456	8-28	5.00	
4457	8-28	24.00 *	4460	8-31	40.00	
4461	8-30	376.00 *	4463	8-31	24.00	

+ ACTIVITY SERVICE CHARGE SUMMARY FOR THE 31 DAY PERIOD +
+ MAINTENANCE FEES 7.00 NET FEES ASSESSED 7.00 +

+ THE ANNUAL PERCENTAGE YIELD EARNED OF 2.32% +
+ FOR THE PERIOD FROM 8/01/95 THROUGH 8/31/95 WAS BASED ON +
+ AN AVERAGE BALANCE OF \$9,045.20 +
+ 31 DAYS IN THE PERIOD, AND INTEREST EARNED OF \$17.66 +



Consolidated bank & trust co.

DIRECT ALL INQUIRIES TO:

RICHMOND:	HAMPTON
P.O. BOX 10046	P.O. BOX 2
RICHMOND, VA 23240	HAMPTON
(804) 771-5241 or	(804) 722-
(804) 771-5242	

VICTOR A MOTLEY
ESCROW ACCOUNT
P O BOX 25786
RICHMOND VIRGINIA 23260

CUSTOMER NUMBER

1004135100 PAGE
FROM 8-31-95 TO 9-
STATEMENT PERIOD

STATEMENT OF ACCOUNT

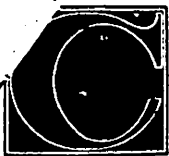
PREVIOUS BALANCE	NUMBER/TOTAL CREDITS	NUMBER/TOTAL DEBITS	FEES	NEW BAL
12 REGULAR NOW				
1,370.14	5 10,619.77	34 11,719.41	7.00	26
	INTEREST YEAR TO DATE			
	8569.69			

12 REGULAR NOW

DATE	DESCRIPTION	AMOUNT	DAILY BALANCE
9-01	DEPOSIT	590.00	9-01 9,02
9-01	DEPOSIT	7,690.00	9-05 7,21
9-18	OVERDRAFT SERVICE CHARGE	25.00	9-06 4,68
9-19	DEPOSIT	100.00	9-07 2,91
9-21	DEPOSIT	200.00	9-08 2,51
9-22	DEPOSIT	2,034.89	9-11 1,80
9-30	INTEREST CREDIT	4.88	9-12 1,74
9-29	ACTIVITY SERVICE CHARGE	7.00	9-13 1,53
			9-15 70
			9-18 108
			9-19 8
			9-21 191
			9-22 1,851
			9-26 1,380
			9-27 1,330
			9-28 1,116
			9-29 263

CHECK NO.	DATE	AMOUNT	CHECK NO.	DATE	AMOUNT
4458	9-01	12.00	4459	9-06	12.00
* 4462	9-05	13.00	* 4464	9-01	14.00
4465	9-05	1,574.50	4466	9-06	690.00
4467	9-06	320.00	4468	9-11	710.00
4469	9-01	600.00	4470	9-05	225.00
4471	9-07	72.52	4472	9-08	403.74
4473	9-06	1,500.00	4474	9-13	24.00
4475	9-12	61.00	4476	9-15	30.00
4477	9-13	25.00	4478	9-07	1,700.00
4479	9-13	158.56	4480	9-18	514.00
4481	9-18	28.84	4482	9-18	120.00
4483	9-15	800.00	4484	9-18	125.00
* 4486	9-22	375.00	4487	9-26	471.25
4488	9-27	50.00	4489	9-28	14.00
4490	9-29	201.00	* 4492	9-28	200.00
* 4494	9-29	450.00	4495	9-29	200.00

EXCITING NEWS! WE ARE NOW OFFERING FREE SAVINGS ACCOUNTS FOR MINORS
VISIT OUR FIVE LOCATIONS FOR DETAILS ON THIS ACCOUNT AND ANY OF THE
OTHER ACCOUNTS WE OFFER. THANK YOU FOR BANKING WITH US.



Consolidated bank&trustco.

DIRECT ALL INQUIRIES TO:

RICHMOND:
P.O. BOX 10046
RICHMOND, VA 23240
(804) 771-5241 or
(804) 771-5242

HAMPTON:
P.O. BOX 2
HAMPTON
(804) 722-2

VICTOR A MOTLEY
ESCROW ACCOUNT
P O BOX 25786
RICHMOND VIRGINIA 23260

CUSTOMER NUMBER

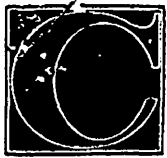
1004135100 PAGE
FROM 8-31-95 TO 9-
STATEMENT PERIOD

STATEMENT OF ACCOUNT

12 REGULAR NOW

+ ACTIVITY SERVICE CHARGE SUMMARY FOR THE 29 DAY PERIOD +
+ MAINTENANCE FEES 7.00 NET FEES ASSESSED 7.00 +

+ THE ANNUAL PERCENTAGE YIELD EARNED OF 2.27% +
+ FOR THE PERIOD FROM 9/01/95 THROUGH 9/30/95 WAS BASED ON +
+ AN AVERAGE BALANCE OF \$2,638.11 +
+ 30 DAYS IN THE PERIOD, AND INTEREST EARNED OF \$4.88 +



Consolidated bank & trust co.

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RICHMOND:
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RICHMOND, VA 23240
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(804) 771-5242

HAMPTON:
P.O. BOX 25
HAMPTON,
(804) 722-25

VICTOR A MOTLEY
ESCROW ACCOUNT
P O BOX 25786
RICHMOND VIRGINIA 23260

CUSTOMER NUMBER

1004135100 PAGE
FROM 9-29-95 TO 10-31-95

STATEMENT PERIOD

STATEMENT OF ACCOUNT

PREVIOUS BALANCE	NUMBER/TOTAL CREDITS	NUMBER/TOTAL DEBITS	FEES	NEW BALANCE
12 REGULAR NOW				
263.50	9 60,137.83	40 42,809.10	7.00	17,588.23
	INTEREST YEAR TO DATE			
	\$577.40			

DATE	DESCRIPTION	AMOUNT	DAILY BALANCE
10-04	DEPOSIT	590.00	10-02 8,100.00
10-06	DEPOSIT	11,175.00	10-03 6,100.00
10-12	DEPOSIT	1,500.00	10-04 63.00
10-16	DEPOSIT	500.00	10-06 1,730.00
10-16	DEPOSIT	24,656.62	10-10 1,660.00
10-20	DEPOSIT	3,000.00	10-11 1,630.00
10-30	DEPOSIT	17,108.50	10-12 2,860.00
10-31	DEPOSIT	1,600.00	10-16 17,350.00
10-31	INTEREST CREDIT	7.71	10-17 15,900.00
10-31	ACTIVITY SERVICE CHARGE	7.00	10-18 14,310.00
			10-19 6,580.00
			10-20 2,490.00
			10-23 1,370.00
			10-25 860.00
			10-26 530.00
			10-27 530.00
			10-30 16,780.00
			10-31 17,588.23

CHECK NO.	DATE	AMOUNT	CHECK NO.	DATE	AMOUNT
4124	10-26	330.00	4491	10-02	178.50
* 4493	10-03	16.00	* 4497	10-04	28.00
4498	10-06	75.50	4499	10-12	24.00
4500	10-10	61.00	4501	10-06	10,000.00
4502	10-11	33.00	4503	10-19	13.00
4504	10-18	13.00	4505	10-18	309.05
4506	10-16	968.64	4507	10-16	156.00
4508	10-17	1,286.00	4509	10-17	40.00
4510	10-17	125.00	4511	10-12	250.00
4512	10-16	7,690.00	4513	10-19	1.00
4514	10-16	1,350.00	4515	10-16	500.00
4516	10-18	176.40	4517	10-18	160.00
4518	10-23	258.00	4519	10-18	465.00
4520	10-18	465.00	4521	10-23	514.00
4522	10-23	17.00	4523	10-19	930.00
4524	10-25	508.05	* 4526	10-19	6,790.45
4527	10-20	6,790.45	4528	10-20	300.00

EXCITING NEWS! WE ARE NOW OFFERING FREE SAVINGS ACCOUNTS FOR MINORS
VISIT OUR FIVE LOCATIONS FOR DETAILS ON THIS ACCOUNT AND ANY OF THE
OTHER ACCOUNTS WE OFFER. THANK YOU FOR BANKING WITH US.



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VICTOR A MOTLEY
ESCROW ACCOUNT
P O BOX 25786
RICHMOND VIRGINIA 23260

CUSTOMER NUMBER

1004135100 PAGE
FROM 9-29-95 TO 10-3

STATEMENT PERIOD

STATEMENT OF ACCOUNT

12 REGULAR NOW

CHECK NO.	DATE	AMOUNT	CHECK NO.	DATE	AMOUNT	DAILY BALANCE
4529	10-23	325.00	* 4531	10-27	6.00	
4532	10-30	8.00	4533	10-30	848.06	
* 4537	10-31	800.00				

+ ACTIVITY SERVICE CHARGE SUMMARY FOR THE 32 DAY PERIOD +
+ MAINTENANCE FEES 7.00 NET FEES ASSESSED 7.00 +

+ THE ANNUAL PERCENTAGE YIELD EARNED OF 2.27% +
+ FOR THE PERIOD FROM 10/01/95 THROUGH 10/31/95 WAS BASED ON +
+ AN AVERAGE BALANCE OF \$4,035.87 +
+ 31 DAYS IN THE PERIOD, AND INTEREST EARNED OF \$7.71 +



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CUSTOMER NUMBER

1004135100 PAGE
FROM 10-31-95 TO 11-3

STATEMENT PERIOD

STATEMENT OF ACCOUNT

PREVIOUS BALANCE	NUMBER/TOTAL CREDITS	NUMBER/TOTAL DEBITS	FEES	NEW BALANCE
12 REGULAR NOW				
17,585.23	18 72,506.44	51 44,235.19	7.00	45,849
	INTEREST YEAR TO DATE			
	\$624.70			

12 REGULAR NOW

DATE	DESCRIPTION	AMOUNT	DAILY BALANCE
11-03	DEPOSIT	450.00	11-01 16,115
11-03	DEPOSIT	590.00	11-02 15,907
11-03	DEPOSIT	2,083.77	11-03 18,652
11-06	DEPOSIT	185.00	11-06 1,088
11-06	DEPOSIT	473.48	11-07 1,921
11-06	OVERDRAFT SERVICE CHARGE	25.00	11-08 53
11-07	OVERDRAFT SERVICE CHARGE	25.00	11-10 1,170
11-07	OVERDRAFT SERVICE CHARGE	25.00	11-13 1,670
11-07	OVERDRAFT SERVICE CHARGE	25.00	11-14 10,682
11-08	DEPOSIT	1,975.00	11-15 10,657
11-10	DEPOSIT	1,117.00	11-16 43,129
11-13	DEPOSIT	500.00	11-17 38,328
11-14	DEPOSIT	9,012.00	11-20 45,270
11-16	DEPOSIT	36,548.63	11-21 45,638
11-17	DEPOSIT	350.00	11-22 44,649
11-20	DEPOSIT	11,785.00	11-27 45,070
11-21	DEPOSIT	1,000.00	11-28 44,602
11-27	DEPOSIT	500.00	11-29 44,888
11-29	DEPOSIT	425.00	11-30 45,849
11-30	DEPOSIT	2,350.00	
11-30	DEPOSIT	3,114.26	
11-30	INTEREST CREDIT	47.30	
11-30	ACTIVITY SERVICE CHARGE	7.00	

CHECK NO.	DATE	AMOUNT	CHECK NO.	DATE	AMOUNT
4485	11-07	263.00	* 4530	11-01	5.00
* 4534	11-01	110.00	4535	11-02	13.00
4536	11-03	53.65	* 4538	11-03	325.00
4539	11-07	398.00	4540	11-02	195.00

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VICTOR A MOTLEY
ESCROW ACCOUNT
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CUSTOMER NUMBER

1004135100 PAGE
FROM 10-31-95 TO 11-3

STATEMENT PERIOD

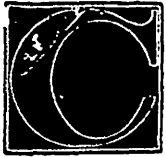
STATEMENT OF ACCOUNT

12 REGULAR NOW

CHECK NO.	DATE	AMOUNT	CHECK NO.	DATE	AMOUNT	DAILY BALANCE
4541	11-01	600.00	4542	11-01	754.79	
4543	11-06	16,435.77	4544	11-07	97.00	
* 4546	11-06	2,263.48	4547	11-06	525.00	
4548	11-06	1,150.00	4549	11-15	25.00	
* 4552	11-20	967.94	4553	11-16	452.29	
4554	11-17	451.00	4555	11-16	1,500.00	
4556	11-16	1,700.00	4557	11-17	4,700.00	
4558	11-20	274.80	4559	11-22	350.00	
4560	11-20	1,250.00	4561	11-20	1,000.00	
* 4563	11-16	425.00	4564	11-28	368.00	
* 4567	11-21	514.00	4568	11-21	40.27	
4569	11-20	1,350.00	4570	11-21	24.00	
4571	11-21	36.00	4572	11-21	18.00	
4573	11-28	100.00	4574	11-22	29.00	
4575	11-22	160.00	4576	11-27	78.21	
4577	11-22	450.00	4578	11-29	100.00	
4579	11-30	7.00	* 4581	11-30	61.00	
* 4583	11-29	39.73	* 4585	11-30	61.00	
* 4590	11-30	1,300.00	* 4592	11-30	3,114.26	

+ ACTIVITY SERVICE CHARGE SUMMARY FOR THE 30 DAY PERIOD +
+ MAINTENANCE FEES 7.00 NET FEES ASSESSED 7.00 +

+ THE ANNUAL PERCENTAGE YIELD EARNED OF 2.27% +
+ FOR THE PERIOD FROM 11/01/95 THROUGH 11/30/95 WAS BASED ON +
+ AN AVERAGE BALANCE OF \$25,575.02 +
+ 30 DAYS IN THE PERIOD, AND INTEREST EARNED OF \$47.30 +



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HAMPTON,
(804) 722-2

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ESCROW ACCOUNT
P O BOX 25786
RICHMOND VIRGINIA 23260

CUSTOMER NUMBER

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FROM 11-30-95 TO 12-

STATEMENT PERIOD

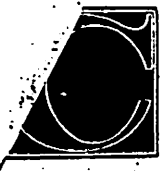
STATEMENT OF ACCOUNT

PREVIOUS BALANCE	NUMBER/TOTAL CREDITS	NUMBER/TOTAL DEBITS	FEES	NEW BAL
12 REGULAR NOW				
45,849.48	9 147,468.98	40 71,859.50	.00	121,458.98
	INTEREST YEAR TO DATE			
	\$796.42			

DATE	DESCRIPTION	AMOUNT	DAILY BALANCE
12-01	DEPOSIT	590.00	12-01 45,839.48
12-06	DEPOSIT	2,100.00	12-04 45,329.48
12-12	DEPOSIT	23,833.00	12-06 46,863.48
12-15	DEPOSIT	250.00	12-07 46,423.48
12-15	DEPOSIT	109,988.35	12-08 46,301.48
12-18	DEPOSIT	9,685.91	12-11 46,176.48
12-21	DEPOSIT	600.00	12-12 69,659.48
12-28	RETURNED CHECK CHARGE BACK	250.00	12-13 68,034.48
12-28	CHARGEBACK SERVICE CHARGE	3.00	12-14 26,853.48
12-29	DEPOSIT	250.00	12-15 135,805.48
12-31	INTEREST CREDIT	171.72	12-18 123,072.48
			12-20 122,125.48
			12-21 122,725.48
			12-22 122,083.48
			12-26 121,658.48
			12-27 121,290.48
			12-28 121,037.48
			12-29 121,458.98

CHECK NO.	DATE	AMOUNT	CHECK NO.	DATE	AMOUNT
4565	12-11	125.00	4580	12-06	25.00
* 4582	12-15	36.00	* 4584	12-01	119.50
* 4586	12-04	24.00	4587	12-01	61.00
4588	12-06	12.00	4589	12-18	691.67
* 4591	12-01	425.00	* 4593	12-04	11.00
4594	12-04	124.00	4595	12-14	40,643.69
4596	12-06	13.00	4597	12-06	38.00
4598	12-04	350.00	4599	12-07	160.00
4600	12-06	100.00	4601	12-06	375.00
* 4604	12-07	275.00	4605	12-08	125.00
4606	12-18	13.00	4607	12-14	13.00
4608	12-12	350.00	4609	12-13	1,625.00
4610	12-14	525.00	4611	12-18	149.00
4612	12-18	438.64	4613	12-15	1,250.00
* 4615	12-18	180.00	4616	12-18	20,946.63
4617	12-27	368.37	4618	12-20	622.00

DO YOU NEED MONEY FOR HOLIDAY SHOPPING OR TO PAY OFF LOANS WITH A HIGHER INTEREST RATE? WE ARE CURRENTLY OFFERING FOR A LIMITED TIME PERIOD A HOLIDAY LOAN WITH AN INTEREST RATE STARTING AS LOW AS 12.00% APR. HAPPY HOLIDAYS



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(804) 722-2

VICTOR A MOTLEY
ESCROW ACCOUNT
P. O. BOX 25786
RICHMOND VIRGINIA 23260

CUSTOMER NUMBER

1004135100 PAGE
FROM 11-30-95 TO 12-

STATEMENT PERIOD

STATEMENT OF ACCOUNT

12 REGULAR NOW

CHECK NO.	DATE	AMOUNT	CHECK NO.	DATE	AMOUNT	DAILY BALANCE
4619	12-20	250.00	* 4621	12-26	150.00	
* 4623	12-22	292.00	* 4627	12-20	75.00	
4628	12-22	350.00	* 4630	12-26	275.00	

+ THE ANNUAL PERCENTAGE YIELD EARNED OF 2.27% +
+ FOR THE PERIOD FROM 12/01/95 THROUGH 12/31/95 WAS BASED ON +
+ AN AVERAGE BALANCE OF \$89,860.24 +
+ 31 DAYS IN THE PERIOD, AND INTEREST EARNED OF \$171.72 +



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(804) 722-2

VICTOR A MOTLEY
ESCROW ACCOUNT
P O BOX 25766
RICHMOND VIRGINIA 23260

CUSTOMER NUMBER

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FROM 12-29-95 TO 1-3
STATEMENT PERIOD

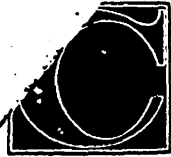
STATEMENT OF ACCOUNT

PREVIOUS BALANCE	NUMBER/TOTAL CREDITS	NUMBER/TOTAL DEBITS	FEES	NEW BALANCE
12 REGULAR NOW				
121,458.96	9 54,583.65	37 131,274.92	.00	44,767
	INTEREST YEAR TO DATE			
	\$36.08			

DATE	DESCRIPTION	AMOUNT	DAILY BALANCE
1-02	DEPOSIT	1,500.00	11,411
1-03	DEPOSIT	500.00	11,017
1-03	DEPOSIT	606.00	5,137
1-04	DEPOSIT	1,000.00	4,493
1-16	DEPOSIT	250.00	4,136
1-19	DEPOSIT	377.00	4,388
1-24	DEPOSIT	49,981.50	4,363
1-25	DEPOSIT	333.07	4,474
1-31	INTEREST CREDIT	36.08	4,095
			3,084
			50,822
			51,155
			47,444
			44,947
			44,831
			44,767

CHECK NO.	DATE	AMOUNT	CHECK NO.	DATE	AMOUNT
4241	1-24	893.87	4562	1-29	761.08
* 4620	1-02	110,847.03	* 4624	1-04	6,580.00
4625	1-05	514.00	4626	1-05	30.24
* 4629	1-03	1,500.00	* 4631	1-02	450.00
- 4632	1-02	250.00	* 4634	1-04	300.00
4635	1-23	1,000.00	4636	1-09	30.00
4637	1-18	25.00	4638	1-05	100.00
4639	1-09	325.00	4640	1-19	116.00
4641	1-22	379.50	4642	1-24	23.00
4643	1-23	11.00	4644	1-24	12.00
4645	1-30	13.00	4646	1-19	150.00
4647	1-24	14.50	4648	1-26	19.86
4649	1-26	514.00	4650	1-26	1,470.00
4651	1-26	1,341.64	4652	1-24	1,300.00
4653	1-26	295.20	4654	1-29	50.00
4655	1-29	50.00	4656	1-31	100.00
4657	1-29	14.00	* 4660	1-30	103.00
4661	1-29	252.00	4662	1-29	1,370.00

DO YOU NEED MONEY FOR HOLIDAY SHOPPING OR TO PAY OFF LOANS WITH A HIGHER INTEREST RATE? WE ARE CURRENTLY OFFERING FOR A LIMITED TIME PERIOD A HOLIDAY LOAN WITH AN INTEREST RATE STARTING AS LOW AS 12.00% APR. HAPPY HOLIDAYS



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VICTOR A MOTLEY
ESCROW ACCOUNT
P O BOX 25786
RICHMOND VIRGINIA 23260

CUSTOMER NUMBER

1004135100 PAGE
FROM 12-29-95 TO 1-3-

STATEMENT PERIOD

STATEMENT OF ACCOUNT

12 REGULAR NOW

CHECK NO.	DATE	AMOUNT	CHECK NO.	DATE	AMOUNT	DAILY BALANCE
4663	1-26	70.00				

+++++
+ THE ANNUAL PERCENTAGE YIELD EARNED OF 2.19% +
+ FOR THE PERIOD FROM 1/01/96 THROUGH 1/31/96 WAS BASED ON +
+ AN AVERAGE BALANCE OF \$19,630.30 +
+ 31 DAYS IN THE PERIOD, AND INTEREST EARNED OF \$36.08 +
+++++



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CUSTOMER NUMBER

1004135100 PAGE
FROM 1-31-96 TO 2-

STATEMENT PERIOD

STATEMENT OF ACCOUNT

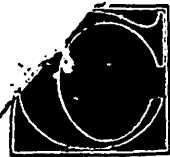
PREVIOUS BALANCE	NUMBER/TOTAL CREDITS	NUMBER/TOTAL DEBITS	FEES	NEW BALANCE
12 REGULAR NOW				
44,767.69	7 17,655.62	37 59,854.46	7.00	2,561
	INTEREST YEAR TO DATE			
	\$47.89			

12 REGULAR NOW

DATE	DESCRIPTION	AMOUNT	DAILY BALANCE
2-02	DEPOSIT	867.54	2-01 42,985
2-05	DEPOSIT	500.00	2-02 43,857
2-06	DEPOSIT	3,026.27	2-05 442
2-12	DEPOSIT	6,250.00	2-06 1,509
2-26	DEPOSIT	5,000.00	2-07 797
2-29	DEPOSIT	2,000.00	2-09 734
2-29	INTEREST CREDIT	11.81	2-12 1,723
2-29	ACTIVITY SERVICE CHARGE	7.00	2-13 1,541
			2-15 1,007

CHECK NO.	DATE	AMOUNT	CHECK NO.	DATE	AMOUNT	DAILY BALANCE
4659	2-01	879.18	* 4664	2-01	24.00	2-16 877
4665	2-05	43,914.12	4666	2-01	875.00	2-20 652
4667	2-06	10.00	* 4669	2-09	13.00	2-22 547
4670	2-07	362.00	4671	2-09	24.00	2-26 3,897
4672	2-09	26.00	4673	2-06	750.00	2-27 2,744
4674	2-06	1,200.00	4675	2-07	350.00	2-28 1,141
4676	2-13	14.00	4677	2-13	105.00	2-29 2,561
4678	2-13	13.00	4679	2-12	50.00	
4680	2-12	2,410.62	4681	2-12	2,000.00	
4682	2-12	800.00	4683	2-15	514.00	
4684	2-15	19.75	4685	2-16	100.00	
4686	2-13	50.00	4687	2-16	30.00	
4688	2-20	225.00	4689	2-22	105.20	
* 4692	2-28	24.00	4693	2-28	14.00	
4694	2-27	100.00	4695	2-27	313.50	
4696	2-26	1,000.00	4697	2-26	650.00	
4698	2-29	584.00	4699	2-28	450.00	
4700	2-28	1,115.71	4701	2-27	739.38	

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RICHMOND VIRGINIA 23260

CUSTOMER NUMBER

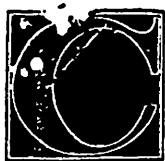
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FROM 1-31-96 TO 2-29

STATEMENT PERIOD

STATEMENT OF ACCOUNT

12 REGULAR NOW

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+++++
+      ACTIVITY SERVICE CHARGE SUMMARY FOR THE 29 DAY PERIOD      +
+  MAINTENANCE FEES              7.00  NET FEES ASSESSED          7.00  +
+++++
+      THE ANNUAL PERCENTAGE YIELD EARNED OF  2.14%              +
+  FOR THE PERIOD FROM  2/01/96 THROUGH  2/29/96 WAS BASED ON    +
+      AN AVERAGE BALANCE OF      $7,016.28                    +
+  29 DAYS IN THE PERIOD, AND INTEREST EARNED OF      $11.81     +
+++++
```



Consonidated bank & trust co.

DIRECT ALL INQUIRIES TO:

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P.O. BOX 26823
RICHMOND, VA 23261-6823
(804) 771-5241 or
(804) 771-5242

HAMPTON
P.O. BOX 2
HAMPTON
(804) 722-

VICTOR A MOTLEY
ESCROW ACCOUNT
P O BOX 25786
RICHMOND VIRGINIA 23260

CUSTOMER NUMBER

1004135100 PAGE
FROM 2-29-96 TO 3-

STATEMENT PERIOD

STATEMENT OF ACCOUNT

PREVIOUS BALANCE	NUMBER/TOTAL CREDITS	NUMBER/TOTAL DEBITS	FEES	NEW BAL
12 REGULAR NOW				
2,561.85	12 14,794.35	41 10,943.33	7.00	6,40
	INTEREST YEAR TO DATE			
	\$52.95			

12 REGULAR NOW

DATE	DESCRIPTION	AMOUNT	DAILY BALANC
3-01	DEPOSIT	606.00	3-01 2,59
3-04	DEPOSIT	240.64	3-04 2,63
3-05	DEPOSIT	360.00	3-05 2,75
3-07	DEPOSIT	2,100.00	3-06 2,63
3-08	DEPOSIT	25.00	3-07 2,64
3-13	DEPOSIT	200.00	3-08 2,19
3-14	DEPOSIT	786.65	3-13 2,39
3-19	OVERDRAFT SERVICE CHARGE	25.00	3-14 2,85
3-20	DEPOSIT	398.00	3-15 2,49
3-20	DEPOSIT	1,225.00	3-18 2,02
3-26	DEPOSIT	400.00	3-19 24
3-26	DEPOSIT	8,448.00	3-20 1,21
3-31	INTEREST CREDIT	5.06	3-21 1,02
3-29	ACTIVITY SERVICE CHARGE	7.00	3-22 50

CHECK NO.	DATE	AMOUNT	CHECK NO.	DATE	AMOUNT
4658	3-08	478.00	* 4690	3-01	125.00
* 4702	3-01	6.00	4703	3-01	119.50
4704	3-01	319.80	4705	3-19	1,333.34
4706	3-06	13.00	4707	3-05	71.44
4708	3-19	395.65	4709	3-06	100.00
4710	3-05	175.00	4711	3-04	200.00
4712	3-15	360.00	4713	3-07	2,093.70
4714	3-18	48.00	4715	3-14	313.50
4716	3-14	13.00	4717	3-18	14.00
4718	3-18	42.00	4719	3-18	41.00
4720	3-19	514.00	4721	3-19	2.00
4722	3-21	24.00	* 4724	3-18	250.00
4725	3-20	13.65	4726	3-20	150.00
4727	3-21	100.00	4728	3-21	60.00
4729	3-18	75.00	4730	3-25	40.00
4731	3-22	325.00	4732	3-22	200.00

Consolidated bank & trust co.

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P.O. BOX 2
HAMPTON
(804) 722-2

VICTOR A MOTLEY
ESCROW ACCOUNT
P O BOX 25786
RICHMOND VIRGINIA 23260

CUSTOMER NUMBER

1004135100 PAGE
FROM 2-29-96 TO 3-2

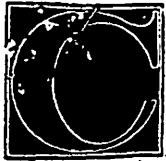
STATEMENT PERIOD

STATEMENT OF ACCOUNT

12 REGULAR NOW

CHECK NO.	DATE	AMOUNT	CHECK NO.	DATE	AMOUNT	DAILY BALANCE
4733	3-29	1,000.00	4734	3-28	61.00	
4735	3-29	24.00	4736	3-28	5.00	
* 4738	3-29	1,299.00	* 4740	3-28	263.75	
* 4743	3-27	250.00				

+++++
+ ACTIVITY SERVICE CHARGE SUMMARY FOR THE 29 DAY PERIOD +
+ MAINTENANCE FEES 7.00 NET FEES ASSESSED 7.00 +
+++++
+ THE ANNUAL PERCENTAGE YIELD EARNED OF 1.97% +
+ FOR THE PERIOD FROM 3/01/96 THROUGH 3/31/96 WAS BASED ON +
+ AN AVERAGE BALANCE OF \$3,054.98 +
+ 31 DAYS IN THE PERIOD, AND INTEREST EARNED OF \$5.06 +
+++++



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(804) 771-5242

HAMPTON:
P.O. BOX 25
HAMPTON,
(804) 722-25

VICTOR A MOTLEY
ESCROW ACCOUNT
P.O. BOX 25786
RICHMOND VIRGINIA 23260

CUSTOMER NUMBER

1004135100 PAGE
FROM 3-29-96 TO 4-30

STATEMENT PERIOD

STATEMENT OF ACCOUNT

PREVIOUS BALANCE	NUMBER/TOTAL CREDITS	NUMBER/TOTAL DEBITS	FEES	NEW BALANCE
12 REGULAR NOW				
6,405.87	10 106,562.43	29 22,210.35	7.00	90,750.
	INTEREST YEAR TO DATE			
	\$82.19			

12 REGULAR NOW

DATE	DESCRIPTION	AMOUNT	DAILY BALANCE
4-01	DEPOSIT	500.00	4-01 11,180.
4-01	DEPOSIT	5,750.00	4-02 10,905.
4-03	DEPOSIT	606.00	4-03 11,147.
4-15	DEPOSIT	1,000.00	4-09 11,047.
4-15	DEPOSIT	2,300.00	4-10 10,886.
4-22	DEPOSIT	50.00	4-15 14,186.
4-24	DEPOSIT	200.00	4-17 231.
4-25	DEPOSIT	55,060.49	4-18 189.
4-30	DEPOSIT	41,066.70	4-19 175.
4-30	INTEREST CREDIT	29.24	4-22 225.
4-30	ACTIVITY SERVICE CHARGE	7.00	4-24 425.
			4-25 55,486.
			4-26 54,780.
			4-29 52,037.
			4-30 90,750.

CHECK NO.	DATE	AMOUNT	CHECK NO.	DATE	AMOUNT
4737	4-03	62.00	* 4739	4-03	48.00
* 4741	4-18	42.00	4742	4-03	225.00
* 4744	4-01	175.00	4745	4-01	1,300.00
4746	4-03	29.00	4747	4-02	275.00
4748	4-09	100.00	4749	4-10	100.00
4750	4-10	61.00	4751	4-17	13,954.88
4752	4-19	14.00	* 4755	4-29	10.00
4756	4-29	10.00	4757	4-29	61.00
* 4759	4-26	42.00	4760	4-26	63.00
4761	4-29	514.00	* 4763	4-29	288.80
* 4767	4-29	1,560.00	* 4770	4-26	600.67
4771	4-30	700.00	* 4775	4-29	300.00
* 4779	4-30	500.00	4780	4-30	425.00
4781	4-30	50.00	* 4783	4-30	700.00

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P O BOX 26823, RICHMOND, VA. 23261-6823

Consolidated bank & trust co.

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RICHMOND, VA 23240
(804) 771-5241 or
(804) 771-5242

HAMPTON:
P.O. BOX 250
HAMPTON, V
(804) 722-257

VICTOR A MOTLEY
ESCROW ACCOUNT
P O BOX 25786
RICHMOND VIRGINIA 23260

CUSTOMER NUMBER

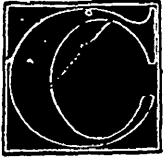
1004135100 PAGE
FROM 3-29-96 TO 4-30-

STATEMENT PERIOD

STATEMENT OF ACCOUNT

12 REGULAR NOW

```
*****
+          ACTIVITY SERVICE CHARGE SUMMARY FOR THE 32 DAY PERIOD          +
+ MAINTENANCE FEES              7.00 NET FEES ASSESSED              7.00  +
*****
+          THE ANNUAL PERCENTAGE YIELD EARNED OF      1.97%          +
+ FOR THE PERIOD FROM 4/01/96 THROUGH 4/30/96 WAS BASED ON          +
+          AN AVERAGE BALANCE OF      $18,241.74          +
+ 30 DAYS IN THE PERIOD, AND INTEREST EARNED OF      $29.24          +
*****
```



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RICHMOND, VA 23240
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(804) 771-5242

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P.O. BOX 25C
HAMPTON, V
(804) 722-257

VICTOR A MOTLEY
ESCROW ACCOUNT
P O BOX 25786
RICHMOND VIRGINIA 23260

CUSTOMER NUMBER

1004135100 PAGE
FROM 4-30-96 TO 5-31

STATEMENT PERIOD

STATEMENT OF ACCOUNT

PREVIOUS BALANCE	NUMBER/TOTAL CREDITS	NUMBER/TOTAL DEBITS	FEES	NEW BALANCE
12 REGULAR NOW				
90,750.95	10 148,287.06	63 170,038.10	.00	68,999.
	INTEREST YEAR TO DATE			
	\$147.63			

12 REGULAR NOW

DATE	DESCRIPTION	AMOUNT	DAILY BALANCE
5-03	DEPOSIT	606.00	5-01 61,349.
5-03	DEPOSIT	4,950.00	5-02 18,437.
5-09	DEPOSIT	1,360.00	5-03 23,193.
5-10	DEPOSIT	20,113.62	5-07 20,254.
5-16	DEPOSIT	41,072.00	5-08 4,094.
5-20	DEPOSIT	27,000.00	5-09 4,255.
5-29	DEPOSIT	1,980.00	5-10 24,348.
5-29	DEPOSIT	20,000.00	5-13 20,251.
5-30	DEPOSIT	31,140.00	5-14 17,687.
5-31	INTEREST CREDIT	65.44	5-15 17,462.
			5-16 58,084.
			5-17 57,584.
			5-20 84,283.
			5-21 77,619.
			5-23 43,454.
			5-24 40,282.
			5-28 39,782.
			5-29 42,395.
			5-30 69,134.
			5-31 68,999.

CHECK NO.	DATE	AMOUNT	CHECK NO.	DATE	AMOUNT
4602	5-14	2,263.48	4603	5-13	2,263.48
* 4754	5-03	5.00	* 4758	5-02	24.00
* 4762	5-03	45.00	* 4764	5-03	50.00
* 4766	5-03	1,360.00	* 4766	5-13	1,360.00
* 4769	5-02	142.00	* 4772	5-07	1,958.47
4773	5-10	20.00	4774	5-02	14.00
* 4776	5-01	14,700.84	4777	5-08	14,700.00
4778	5-01	14,700.84	* 4782	5-02	237.20
* 4784	5-07	800.00	4785	5-02	40,594.29
4786	5-16	150.00	4787	5-07	61.00
4788	5-09	24.00	4789	5-02	1,900.00
4790	5-07	15.00	4791	5-07	5.00
4792	5-29	12.00	4793	5-08	100.00
4794	5-03	370.00	4795	5-03	330.00
4796	5-07	100.00	* 4798	5-13	24.00
4799	5-21	14.11	4800	5-09	125.00
4801	5-09	450.00	4802	5-15	30.00

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HAMPTON, VA
(804) 722-2541

VICTOR A MOTLEY
ESCROW ACCOUNT
P. O. BOX 25786
RICHMOND VIRGINIA 23260

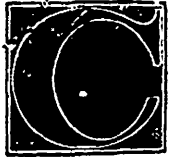
CUSTOMER NUMBER °

1004135100 PAGE
FROM 4-30-96 TO 5-3
STATEMENT PERIOD

STATEMENT OF ACCOUNT

12 REGULAR NOW						
CHECK NO.	DATE	AMOUNT	CHECK NO.	DATE	AMOUNT	DAILY BALANCE
4803	5-09	600.00	4804	5-29	19,354.90	
4805	5-13	450.00	4806	5-15	195.50	
4807	5-14	50.00	4808	5-14	250.00	
4809	5-20	50.00	4810	5-20	50.00	
4811	5-20	101.00	4812	5-16	300.00	
4813	5-23	33,665.25	4814	5-21	5,900.00	
4815	5-20	100.00	4816	5-17	325.00	
4817	5-17	175.00	4818	5-21	50.00	
4819	5-21	700.00 *	4821	5-24	514.00	
4822	5-23	50.00	4823	5-23	450.00	
4824	5-24	275.00	4825	5-24	250.00	
4826	5-24	2,132.57 *	4828	5-30	375.13	
4829	5-28	500.00 *	4832	5-30	2,000.00	
* 4836	5-30	1,310.00	4837	5-30	716.04	
4838	5-31	200.00				

+ THE ANNUAL PERCENTAGE YIELD EARNED OF 1.97% +
+ FOR THE PERIOD FROM 5/01/96 THROUGH 5/31/96 WAS BASED ON +
+ AN AVERAGE BALANCE OF \$39,509.87 +
+ 31 DAYS IN THE PERIOD, AND INTEREST EARNED OF \$65.44 +



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P.O. BOX
HAMPTON
(804) 722

VICTOR A MOTLEY SR
ESCROW ACCOUNT
P O BOX 25786
RICHMOND VIRGINIA 23260

CUSTOMER NUMBER

1004135100 PAGE
FROM 5-31-96 TO 6-2

STATEMENT PERIOD

STATEMENT OF ACCOUNT

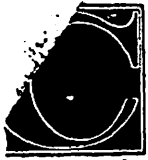
PREVIOUS BALANCE	NUMBER/TOTAL CREDITS	NUMBER/TOTAL DEBITS	FEES	NEW BALANCE
12 REGULAR NOW				
68,999.91	8 89,515.48	51 128,780.76	.00	29,734
	INTEREST YEAR TO DATE			
	\$194.19			

12 REGULAR NOW

DATE	DESCRIPTION	AMOUNT	DAILY BALANCE
6-03	DEPOSIT	952.19	6-03 40,031
6-10	DEPOSIT	5,500.00	6-04 9,532
6-10	DEPOSIT	7,250.00	6-10 11,283
6-14	DEPOSIT	48,409.31	6-12 10,762
6-18	DEPOSIT	750.00	6-13 10,375
6-25	DEPOSIT	2,500.00	6-14 53,905
6-28	DEPOSIT	24,117.42	6-17 52,074
6-30	INTEREST CREDIT	36.56	6-18 23,787
			6-19 22,970

CHECK NO.	DATE	AMOUNT	CHECK NO.	DATE	AMOUNT
4827	6-13	382.92	* 4830	6-03	14.00
4831	6-03	1,980.00	* 4833	6-03	196.40
4834	6-03	730.07	4835	6-03	27,000.00
* 4839	6-19	20.00	4840	6-12	258.00
4841	6-10	6,419.50	4842	6-10	523.10
4843	6-04	30,499.21	* 4845	6-24	17.77
4846	6-10	230.00	4847	6-12	263.00
4848	6-24	14.63	4849	6-10	691.62
4850	6-10	650.00	4851	6-10	582.02
4852	6-10	700.00	4853	6-10	652.62
4854	6-14	1,710.00	4855	6-10	300.00
4856	6-19	467.00	4857	6-14	2,614.01
4858	6-10	250.00	4859	6-19	24.00
4860	6-17	285.25	4861	6-14	75.00
4862	6-14	30.00	4863	6-14	450.00
4864	6-19	283.40	4865	6-19	23.00
4866	6-18	325.00	4867	6-18	28,711.91
4868	6-17	200.00	4869	6-20	12,560.16
4870	6-21	1,641.50	4871	6-17	1,350.00

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HAMPTON, VA
(804) 722-25

VICTOR A MOTLEY SR
ESCROW ACCOUNT
P O BOX 25786
RICHMOND VIRGINIA 23260

CUSTOMER NUMBER

1004135100 PAGE
FROM 5-31-96 TO 6-28-

STATEMENT PERIOD

STATEMENT OF ACCOUNT

REGULAR NOW

CHECK NO.	DATE	AMOUNT	CHECK NO.	DATE	AMOUNT	DAILY BALANCE
4874	6-24	45.00	*	4876	6-28	105.00
4877	6-25	1,000.00		4878	6-24	1,776.00
4888	6-24	61.00		4889	6-20	1,100.00
4890	6-25	160.00		4891	6-25	61.00
4892	6-28	24.00		4893	6-24	250.00
4894	6-25	623.67	*	4897	6-27	300.00
4898	6-27	150.00				

+++++
+ THE ANNUAL PERCENTAGE YIELD EARNED OF 1.97% +
+ FOR THE PERIOD FROM 6/01/96 THROUGH 6/30/96 WAS BASED ON +
+ AN AVERAGE BALANCE OF \$22,814.72 +
+ 30 DAYS IN THE PERIOD, AND INTEREST EARNED OF \$36.56 +
+++++



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HAMPTON, VA 23060
(804) 722-2575

VICTOR A MOTLEY SR
ESCROW ACCOUNT
P O BOX 25786
RICHMOND VIRGINIA 23260

CUSTOMER	NUMBER	PAGE
	1004135112	PAGE 1
FROM 6-28-96 TO 7-11-96		
STATEMENT PERIOD		

STATEMENT OF ACCOUNT

PREVIOUS BALANCE	NUMBER/TOTAL CREDITS	NUMBER/TOTAL DEBITS	FEES	NEW BALANCE
REGULAR NOW				
29,734.63	4 19,282.08	25 10,749.91	.00	38,266.80
	INTEREST YEAR TO DATE \$207.24			

REGULAR NOW	DESCRIPTION	AMOUNT	DAILY BALANCE
01	DEPOSIT	12,653.03	7-01 40,837.66
03	DEPOSIT	606.00	7-02 38,436.16
05	DEPOSIT	6,000.00	7-03 38,897.16
1	INTEREST CREDIT	23.05	7-05 40,128.75
			7-08 38,778.75
			7-09 38,508.75
			7-10 38,408.75
			7-11 38,266.80

CHECK NO.	DATE	AMOUNT	CHECK NO.	DATE	AMOUNT
4768	7-02	225.00	* 4873	7-03	125.00
4875	7-02	100.00	* 4896	7-02	514.00
4899	7-02	216.50	4900	7-01	350.00
4901	7-01	150.00	4902	7-01	350.00
4903	7-02	50.00	4904	7-03	20.00
4905	7-01	200.00	4906	7-02	1,296.00
4907	7-05	55.00	4908	7-09	225.00
4909	7-05	726.40	4910	7-09	45.00
4912	7-11	150.00	* 4914	7-08	1,050.00
4916	7-05	614.01	4917	7-01	500.00
4918	7-11	15.00	4919	7-05	3,323.00
4921	7-10	100.00	4922	7-05	50.00
4923	7-08	300.00			

 + THE ANNUAL PERCENTAGE YIELD EARNED OF 1.97% +
 + FOR THE PERIOD FROM 7/01/96 THROUGH 7/11/96 WAS BASED ON +
 + AN AVERAGE BALANCE OF \$39,217.67 +
 + 11 DAYS IN THE PERIOD, AND INTEREST EARNED OF \$23.05 +

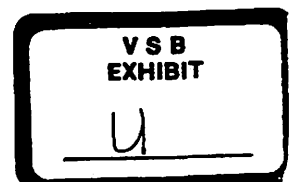
STATEMENT ACTIVITY ENDS JULY 11, 1996 INCLUDING INTEREST IF APPLICABLE. NEXT STATEMENT WILL BE SENT AT APPROXIMATE STATEMENT TIME.

ENCLOSURES

28

000285

INVESTIGATIVE ANALYSIS OF TEN SUBSIDIARIES



MYRTLE COOPER

8-10-95 Deposit \$6,750.00

The following disbursements were made and the checks issued and cleared the bank as indicated:

Check#	Amount	Issued	Cleared
4389*	\$200.00	6-28-95	7-6-95
4450	2,117.45	8-21-95	8-21-95
4451	200.00	8-10-95	8-11-95
4465	1,574.50	8-28-95	9-5-95
4524	508.05	10-18-95	10-25-95
4590	1,300.00	11-29-95	11-30-95
4631	450.00	1-2-96	1-2-96

*Written from Escrow Account prior to deposit of funds.

The Escrow Account monthly bank statement indicate the following bank balances on the dates indicated:

8-15-95	\$189.00	9-29-95	\$263.00
8-17-95	639.00	10-2-95	85.00
8-21-95	722.00	10-3-95	69.00
8-22-95	622.00	10-4-95	631.00
8-23-95	18.00	10-6-95	1,730.00
8-25-95	46.00	10-10-95	1,669.00
8-28-95	125.00	10-11-95	1,636.00
8-29-95	74.00	10-20-95	2,400.90
8-30-95	76.00	10-23-95	1,376.00
8-31-95	1,370.00	10-25-95	868.00
9-15-95	704.00	10-26-95	538.00
9-18-95	108.00	10-27-95	532.00
9-19-95	8.00	11-6-95	1,088.00
9-21-95	191.00	11-7-95	1,921.00
9-22-95	1,851.00	11-8-95	53.00
9-26-95	1,380.00	11-10-95	1,170.00
		11-13-95	1,670.00

During the time frame 6-30-95 thru 10-31-95:

The account was credited with interest of \$239.99

7-31-95	209.74
8-31-95	17.66
9-29-95	4.88
10-31-95	7.71

There were six (6) overdraft charges totaling \$150.00

There were three (3) activity charges totaling \$21.00.

V S B
EXHIBIT

AA

Settlement
 Rick Memorial Hospital
 Dr. H. G. Lee
 Med. Dept.
 Memphis, Tenn.
 W. H. Lee

Deposit
 8-10-95

Ledger
 CARD

Latney &
 Cooper → *

Checks

6750.00+

T

6750.00+

508.05+

1574.50+

100.00+

2317.45+

2250.00+

T

6750.00+

T

0.00+

508.05+

1574.50+

200.00+

2117.45+

200.00+

1300.00+

450.00+

T

6350.00+

6750.00

508.05

1574.50

100.00

2317.45

2250.00

1300.00

950.00

500.00

RE: Auto Accident
November 17, 1994

S E T T L E M E N T

Settlement \$ 6,750.00

Richmond Memorial Hospital \$ 508.05

Dr. Green 1,574.50

Medical Report 100.00

Attorney Fee 2,250.00

Balance 2,317.45

\$ 6,750.00

\$ 6,750.00

**Consolidated
bank&trustco.**
Richmond, Virginia 23240

Richmond, Virginia 23240

DATE:

CURRENCY	COIN	LIST EACH CHECK	DOLLARS	CENTS
		102-1	6750	00
		2		
		3		
		4		
		5		
		6		
		7		
		8		
		9		
		10		
		11		
		12		
		13		
		14		
		15		
		16		
		17		
		18		
		19		
TOTAL FROM OTHER SIDE OR ATTACHED LIST				
DEPT OF			6750	00

$$\frac{68-12}{510}$$
TOTAL
ITEMS

PLEASE BE SURE ALL ITEMS
ARE PROPERLY ENDORSED

PLEASE ENTER TOTAL	
-----------------------------------	--

6750 G

TOTAL DEPOSIT
DEPOSITS MAY NOT BE AVAILABLE
FOR IMMEDIATE WITHDRAWAL

VICTOR A. MOTLEY, LTD.
ATTORNEY-AT-LAW
ESCROW ACCOUNT

2059.01 02/10/95 0108
DIA DEPOSIT
11:37 NA

10741551125
\$1,750.00

1:05 1000 1 271: 0 1004 135 1 1 2 13 1 0000 675000

CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE OR ANY APPLICABLE COLLECTION AGREEMENT.

VICTOR A. MOTLEY, LTD.
ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

PAID

**PAY
TO THE
ORDER OF**

RICHMOND MEMORIAL HOSPITAL

\$ 527.05

Five Hundred Eight -

DOLLARS

**Consolidated
bank & trust co.**
Richmond, Virginia 23246

FOR 104/67267 / Cooper

① 00004524 ② 10510001271 ③ 010041351 ④ 12 ⑤ 0000050805

VICTOR A. MOTLEY, LTD.
ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

**PAY
TO THE
ORDER OF**

GREEN MEDICAL CENTER

\$1574.50

ONE THOUSAND FIVE HUNDRED SEVENTY FOUR - $\frac{2}{100}$ DOLLARS

2000 2001 2002

**Consolidated
bank & trust co.**
Richmond, Virginia 23240

FOR Michelle Cooper

11 00004465 11 1:05 1000 1 27 1: 0 1004 135 1 11 1 2 / - 11 0000 157450 11

GLENSIDE #72
AUG 10 1995

VICTOR A. MOTLEY, LTD.
ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

4451

PAY
TO THE
ORDER OF

Virginia Credit Union, Inc.
Two Hundred - 00/100

8/10 19 *95* 68-121
510

\$ *200.00*

DOLLARS

**Consolidated
bank&trustco.**
Richmond, Virginia 23240

FOR

⑈00004451⑈ ⑆051000127⑆ 010041351⑈12 ⑈0000020000⑈

VICTOR A. MOTLEY, LTD.

ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

4450

PAY
TO THE
ORDER OF

Virginia Credit Union, Inc.
Two Hundred One Hundred Seventeen - 95/100

8/21 19 *95* 68-121
510

\$ *2117.45*

DOLLARS

**Consolidated
bank&trustco.**
Richmond, Virginia 23240

FOR

0007.46 08/21/95 0404 1004135112#
CASHED CHECK ⑆2,117.45
11:07 BROOKHILL AREA

⑈00004450⑈ ⑆051000127⑆ 010041351⑈12 ⑈0000211745⑈

VICTOR A. MOTLEY, LTD.

ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

4389

PAY
TO THE
ORDER OF

Green Medical Center
Two Hundred - 00/100

6/08 19 *95* 68-121
510

\$ *200.00*

DOLLARS

**Consolidated
bank&trustco.**
Richmond, Virginia 23240

FOR

Victory & Cooper

Victor A. Motley

⑈00004389⑈ ⑆051000127⑆ 010041351⑈12 ⑈0000020000⑈

VICTOR A. MOTLEY, LTD.

ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

4590

PAY
TO THE
ORDER OF

Victor A. Motley

11/29 19 *85* ⁶⁸⁻¹²¹₅₁₀

\$ *1300.00*

One Thousand Three Hundred & no/100

DOLLARS

**Consolidated
bank&trustco.**

Richmond, Virginia 23240

FOR

404 3 0 05

Victor A. Motley

MP

⑈00004590⑈ ⑆051000127⑆ 010041351⑈12

⑈0000130000⑈

VICTOR A. MOTLEY, LTD.

ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

4631

PAY
TO THE
ORDER OF

Victor A. Motley

1/2 19 *86* ⁶⁸⁻¹²¹₅₁₀

\$ *450.00*

Four Hundred Fifty - 00/100

DOLLARS

**Consolidated
bank&trustco.**

Richmond, Virginia 23240

FOR

404 3 0 05

Victor A. Motley

MP

⑈00004631⑈ ⑆051000127⑆ 010041351⑈12

⑈0000045000⑈

22

BERYL PHILLIPS

1-4-94 Deposit \$99,023.66

The following disbursements were made and the checks issued and cleared the bank as indicated:

Check#	Amount	Issued	Cleared
4487	\$471.25	9-22-95	9-26-95
4492	200.00	9-27-95	9-28-95
Total	\$671.00		

The Escrow Account monthly bank statement indicate the following bank balances on the dates indicated:

8-15-95	\$189.00	8-30-95	\$76.00
8-23-95	18.00	9-18-95	108.00
8-25-95	46.00	9-19-95	8.00
8-28-95	125.00	9-21-95	191.00
8-29-95	74.00		

During the time frame 6-30-95 thru 8-31-95:

The account was credited with interest of \$227.40

7-31-95 209.74

8-31-95 17.66

There were five (5) overdraft charges totaling \$125.00

There was one (1) activity charges totaling \$7.00.



11/4/54
 11/3/54
 Barry Phillips
 Betty Goss Phillips
 1954 No Tax-
 Henry Adams
 Southern T. Co.
 Harris County
 Gary's Farm
 Sophie Taylor
 Fairview Motel
 Andrews Working Co
 Fairview Motel

2970.00
 1970.00
 5984
 125.00
 471.25
 304.00
 —
 55.00
 E006293
 684101
 350.00

+ 200.00

0.00 +

99023.66 +

Deposits

99023.66 +

0.00 +

2970.00 +

1970.00 +

54.44 +

125.00 +

471.25 +

304.00 +

55.00 +

86062.93 +

6641.04 +

350.00 +

99003.66 +

with ledger

0.00 +

VICTOR A. MOTLEY, LTD.

ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

PAY
TO THE
ORDER OF

Victor A. Motley
Two Hundred - 00/100

9/22 19 98 ⁶⁸⁻¹²¹₅₁₀
\$ 200.00

DOLLARS

**Consolidated
bank&trustco.**
Richmond, Virginia 23240

0058,01 09/28/95 0101
CASHED CHECK
03164

10041331126
\$200.00

FOR

⑈00004492⑈ ⑆051000127⑆ 010041351⑈12 ⑈0000020000⑈

VICTOR A. MOTLEY, LTD.

ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

PAY
TO THE
ORDER OF

SOUTHERN TITLE
Four Hundred Seventy One - 25/100

9/22 19 98 ⁶⁸⁻¹²¹₅₁₀
\$ 471.25

DOLLARS

**Consolidated
bank&trustco.**
Richmond, Virginia 23240

FOR

ST 9815902

Victor A. Motley

⑈00004487⑈ ⑆051000127⑆ 010041351⑈12 ⑈0000047125⑈

HATCHETT

5-27-94	Deposit	\$66,366.70
	Deposit	2,548.18
	Total	\$68,914.88

The following disbursements were made and the checks issued and cleared the bank as indicated:

Check#	Amount	Issued	Cleared
4462	\$13.00	8-28-95	9-5-95
4471	72.52	9-5-95	9-7-95
4472	403.74	9-5-95	9-8-95
4494	450.00	9-22-95	9-29-95
Total	\$873.94		

The Escrow Account monthly bank statement indicate the following bank balances on the dates indicated:

8-15-95	\$189.00	8-25-95	\$46.00
8-17-95	639.00	8-28-95	125.00
8-22-95	622.00	8-29-95	74.00
8-23-95	18.00	8-30-95	175.00

During the time frame 6-30-95 thru 8-31-95:

The account was credited with interest of \$227.40

7-31-95 209.74

8-31-95 17.66

There were five (5) overdraft charges totaling \$125.00

There was one (1) activity charges totaling \$7.00.



5/27/14 N. American Mkt.
 1st N. Am. Mkt.
 Chalk Fleet
 Enclosed Part
 Ross Fgist
 Hatchett
 R/B Taper
 Farnum 1 each
 Traders In
 John Moller
 Southern T. Co.
 Cement Cont
 Holt
 Cement Cont

54,683.38
 175.00
 50.00
 295.51
 67.45
 300.00
 259.00
 450.00
 403.74
 384.80
 7000.00
 371.80

Deposit
 5-27-14

T
 0.00+
 66366.70+
 2548.18+
 T
 68914.88+
 T
 0.00+
 54168.38+
 175.00+
 50.00+
 2956.51+
 67.45+
 3000.00+
 259.00+
 450.00+
 403.74+
 384.80+
 7000.00+
 371.80+

ledger

T
 69286.68+

T
 0.00+

T
 0.00+

66366.70

2548.18

4471

VICTOR A. MOTLEY LTD.

ATTORNEY-AT-LAW
 ESCROW ACCOUNT
 2817 NORTH AVENUE
 RICHMOND, VA. 23222

PAY
 TO THE
 ORDER OF

TREASURER - HENRICO CO

\$ 72.52

9/5 1995 68-121
 510

Seventy Two - 50/100

DOLLARS

**Consolidated
 bank&trustco.**

Richmond, Virginia 23240

FOR HO 9501722

Victor A. Motley

⑈0000447⑈

⑈051000127⑈

010041351⑈12

⑈0000007252⑈

4472

VICTOR A. MOTLEY, LTD.

ATTORNEY-AT-LAW
 ESCROW ACCOUNT
 2817 NORTH AVENUE
 RICHMOND, VA. 23222

PAY
 TO THE
 ORDER OF

SOUTHERN TITLE

\$ 403.74

9/5 1995 68-121
 510

Four Hundred Three - 74/100

DOLLARS

**Consolidated
 bank&trustco.**

Richmond, Virginia 23240

FOR ST 9408071

Victor A. Motley

⑈00004472⑈

⑈051000127⑈

010041351⑈12

⑈0000004037⑈

4462

VICTOR A. MOTLEY, LTD.

ATTORNEY-AT-LAW
 ESCROW ACCOUNT
 2817 NORTH AVENUE
 RICHMOND, VA. 23222

PAY
 TO THE
 ORDER OF

RICHMOND CIRCUIT COURT

\$ 13.00

9/28 1995 68-121
 510

THIRTEEN - 00/100

DOLLARS

**Consolidated
 bank&trustco.**

Richmond, Virginia 23240

FOR

Victor A. Motley

⑈00004462⑈

⑈051000127⑈

010041351⑈12

⑈0000001300⑈

4494

VICTOR A. MOTLEY, LTD.

ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

68-121
510

9/27 1985

PAY
TO THE
ORDER OF

Victor A. Motley

\$ 450.00

Four Hundred Fifty - 00/100

DOLLARS

**Consolidated
bank&trustco.**

Richmond, Virginia 23240

FOR

Victor A. Motley

⑈00004494⑈ ⑆051000127⑆

010041351⑈12

⑈0000045000⑈

MARY GREEN
306 LEATHERHEAD COURT

1-24-96	Deposit	\$49,981.50
1-25-96	Deposit	182.39
	Total	\$50,163.89

The following disbursements were made and the checks issued and cleared the bank as indicated:

Check#	Amount	Issued	Cleared
4661	\$75.00	6-12-96	6-14-96
4800	125.00	5-9-96	5-9-96
4824	275.00	5-23-96	5-24-96
4860	285.25	6-12-96	6-17-96

The Escrow Account monthly bank statement indicate the following bank balances on the dates indicated:

2-5-96	\$442.00	3-25-96	\$462.00
2-9-96	734.00	4-17-96	231.00
2-20-96	652.00	4-18-96	189.00
2-22-96	547.00	4-19-96	175.00
3-19-96	247.00	4-22-96	225.00
3-22-96	502.00	4-24-96	425.00

During the time frame 6-30-95 thru 5-31-96:

The account was credited with interest of \$606.64

7-31-95	209.74	1-31-96	\$36.08
8-31-95	17.66	2-29-96	11.81
9-29-95	4.88	3-29-96	5.06
10-31-95	7.71	4-30-96	29.24
11-30-95	47.30	5-31-96	65.44

There were eleven (11) overdraft charges totaling \$275.00

There was one (1) Bank charge back charge in the amount of \$3.00.

There were seven (7) activity charges totaling \$49.00.

V S B
EXHIBIT

DD

Allie's Court Mortgage
 Mary Green
 Amelia C. C.
 PWC Mortgage
 S/1st St
 Forest Realty
 Nth Andrew Lingle
 Century 21
 Southern Title
 Environmental Pet
 Nth Sea
 Harriette Crawley
 Federal Express

1-23-90

1-25-96

Deposit

Att. Fee.

Ledger

Att Fee <

Checks

T
 3.00+

49981.50+

182.39+

T

50163.89+

T

0.00+

295.20+

43914.12+

252.00+

1370.00+

103.00+

1470.00+

285.25+

75.00+

400.00+

1341.64+

14.00+

T

49520.21+

295.20+

43914.12+

252.00+

1370.00+

103.00+

170.00+

285.25+

75.00+

275.00+

125.00+

1341.64+

14.00+

T

48220.21+

T
 0.00+

5500

43914.12

25200

137000

10300

147000

28525

7500

40000

134164

1400

49981.50

182.39

VICTOR A. MOTLEY, LTD.

ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

6:12

6:12

4665

PAY
TO THE
ORDER OF

PNC MORTGAGE CORP. OF AMERICA \$43,914.12

Forty Three Thousand Nine Hundred Fourteen and 12/100 DOLLARS

Consolidated
bank & trustco.

Richmond, Virginia 23240

PAID

FOR

3101578294

734140

Victor A. Motley

⑈00004665⑈ ⑆051000127⑆ 010041351⑈12

⑈0004391412⑈

VICTOR A. MOTLEY, LTD.

ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

PAID

JAN 29 96

4661

PAY
TO THE
ORDER OF

ALLSTATE INSURANCE CO. \$252.00

Two Hundred Fifty Two and 00/100 DOLLARS

Consolidated
bank & trustco.

Richmond, Virginia 23240

FOR

Mary Over

Victor A. Motley

⑈00004661⑈ ⑆051000127⑆ 010041351⑈12

⑈0000025200⑈

VICTOR A. MOTLEY, LTD.

ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

JAN 29 96

4662

PAY
TO THE
ORDER OF

FOUST REACTY \$1370.00

One Thousand Three Hundred Seventy and 00/100 DOLLARS

Consolidated
bank & trustco.

Richmond, Virginia 23240

FOR

306 Leatherhead Ct.

Victor A. Motley

⑈00004662⑈ ⑆051000127⑆ 010041351⑈12

⑈0000137000⑈

VICTOR A. MOTL, LTD.

ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

4660

PAY
TO THE
ORDER OF

Atty. T. Andrew

020018055 023 0670 0672 14 02

68-121
510

\$ 103.00

One Hundred Three - 00

DOLLARS

**Consolidated
bank&trustco.**

Richmond, Virginia 23240

FOR *May Beer*

JAN 30 98

PAID

CONSOLIDATED BANK & TRUST
RICHMOND, VIRGINIA

⑈00004660⑈ ⑆051000127⑆ 010041351⑈12 ⑈0000010300⑈

VICTOR A. MOTLEY, LTD.

ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

4650

PAY
TO THE
ORDER OF

Century 21 - Key Concepts

\$ 1470.00

One Thousand Four Hundred Seventy - 00

DOLLARS

**Consolidated
bank&trustco.**

Richmond, Virginia 23240

FOR *306 Leatherhead Ct.*

JAN 26 98

PAID

⑈00004650⑈ ⑆051000127⑆ 010041351⑈12 ⑈0000147000⑈

VICTOR A. MOTLEY, LTD.

ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

4860

PAY
TO THE
ORDER OF

Southern Title

\$ 285.25

Two Hundred Eighty Five - 25

DOLLARS

**Consolidated
bank&trustco.**

Richmond, Virginia 23240

FOR *ST 95C15236*

JUN 17 98

PAID

CONSOLIDATED BANK & TRUST
RICHMOND, VIRGINIA

⑈00004860⑈ ⑆051000127⑆ 010041351⑈12 ⑈0000028525⑈

4861

VICTOR A. MOTLEY, LTD.

ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

PAY
TO THE
ORDER OF

ENVIRONMENTAL

PAST CONTROL

\$ 75.00

68-121
510

Seventy Five - 00/100

DOLLARS

**Consolidated
bank&trustco.**

Richmond, Virginia 23240

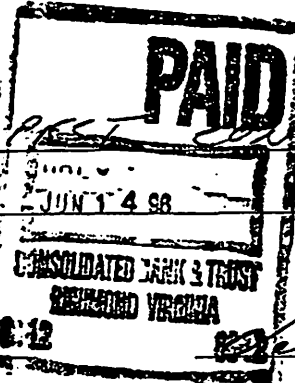
FOR

00004861

0510001271

01004135112

0000007500



4824

VICTOR A. MOTLEY, LTD.

ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

PAY
TO THE
ORDER OF

Victor A. Motley

\$ 275.00

68-121
510

Two Hundred Seventy Five - 00/100

DOLLARS

**Consolidated
bank&trustco.**

Richmond, Virginia 23240

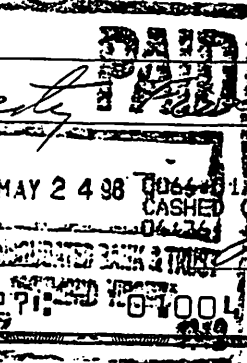
FOR

00004824

0510001271

01004135112

00000027500



4800

VICTOR A. MOTLEY, LTD.

ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

PAY
TO THE
ORDER OF

Victor A. Motley

\$ 125.00

68-121
510

One Hundred Twenty Five - 00/100

DOLLARS

**Consolidated
bank&trustco.**

Richmond, Virginia 23240

FOR

00004800

0510001271

01004135112

00000012500

VICTOR A. MOTLEY, LTD.
ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

CONSOLIDATED BANK & TRUST CO.

RICHMOND, VIRGINIA

6-2

3-2

4651

PAY
TO THE
ORDER OF

Warette T. Conner

1/24 19*96*

68-121
510

\$ *341.69*

One Thousand Three Hundred Forty One and 69/100 DOLLARS

Consolidated
bank & trust co.
Richmond, Virginia 23240

FOR *306 Lecher Road of*

PAID

Victor A. Motley

⑈00004651⑈ ⑆051000127⑆ 010041351⑈12 ⑆0000134164⑆

VICTOR A. MOTLEY, LTD.
ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

PAID

4657

PAY
TO THE
ORDER OF

FEDERAL EXPRESS

1/25 19*96*

68-121
510

\$ *14.00*

FOURTEEN - 00/100

DOLLARS

Consolidated
bank & trust co.
Richmond, Virginia 23240

FOR

Victor A. Motley

⑈00004657⑈ ⑆051000127⑆ 010041351⑈12 ⑆0000001400⑆

3100 DURYEA PLACE

12-15-95	Deposit	\$109,988.35
12-18-95	Deposit	9,685.91
	Total	\$119,674.26

The following disbursements were made and the checks issued and cleared the bank as indicated:

Check#	Amount	Issued	Cleared
4698	\$584.00	2-26-96	2-29-96
4730	40.00	3-20-96	3-25-96
4742	225.00	3-26-96	4-3-96

The Escrow Account monthly bank statement indicate the following bank balances on the dates indicated:

2-5-96	\$442.00
2-7-96	797.00
2-9-96	734.00
2-20-96	652.00
2-22-96	547.00
3-19-96	247.00

During the time frame of 6-30-95 thru 3-29-96:

The account was credited with interest of \$511.96

7-31-95	\$209.74	12-29-95	\$171.72
8-31-95	17.66	1-31-96	36.08
9-29-95	4.88	2-29-96	11.81
10-31-95	7.71	3-29-96	5.06
11-30-95	47.30		

There were eleven (11) overdraft charges totaling \$275.00

There was one (1) Bank charge back charge in the amount of \$3.00

There were six (6) activity charges totaling \$42.00.

114690-03+

CREDIT**Consolidated
bank&trustco.**

Richmond, Virginia 23240

ACCOUNT

NUMBER

1004135112

ACCOUNT
TITLE

Victor A. Motley, Escrow Account

DATE December 15, 1995

DESCRIPTION	AMOUNT		
Wire transfer of funds received from VA BEACH FSB for credit to the above-named account through the Federal Reserve Bank.	109	988	35
APPROVED BY <i>C. A. Mealy</i>	TOTAL 109 988 35		

⑈051000127⑈

CREDIT**Consolidated
bank&trustco.**

Richmond, Virginia 23240

ACCOUNT NUMBER

1004135112

ACCOUNT
TITLE

Victor A. Motley, Escrow Account

DATE December 15, 1995

DESCRIPTION	AMOUNT		
Wire transfer of funds received from VA BEACH FSB for credit to the above-named account through the Federal Reserve Bank.	109	988	35
APPROVED BY <i>C. A. Mealy</i>	TOTAL 109 988 35		

⑈051000127⑈

010041351112

131,00010998835⑈

DEPOSIT TICKET

**Consolidated
bank&trustco.**
Richmond, Virginia 23240

DATE

12/15/95

CURRENCY	COIN	CENTS
100-0001 9685 91		
2		
3		
4		
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8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
TOTAL FROM OTHER SIDE OR ATTACHED LIST		

9685 91

68-121
510TOTAL
ITEMS 1PLEASE BE SURE ALL ITEMS
ARE PROPERLY ENDORSED.PLEASE
ENTER
TOTAL

9685 91

TOTAL DEPOSIT
DEPOSITS MAY NOT BE AVAILABLE
FOR IMMEDIATE WITHDRAWAL.VICTOR A. MOTLEY, LTD.
ATTORNEY-AT-LAW
ESCROW ACCOUNT

⑈051000127⑈

010041351112

131,0000968591⑈

CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE OR ANY APPLICABLE COLLECTION AGREEMENT

VICTOR A. MOTL' LTD.

ATTORNEY-AT-LA
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

4618

PAY
TO THE
ORDER OF

RICHMOND CIRCUIT COURT

12/18 19 95 ⁶⁸⁻¹²¹₅₁₀ \$ 620.00

SIX HUNDRED TWENTY - 00/100

DOLLARS

**Consolidated
bank&trustco.**
Richmond, Virginia 23240

PAID

FOR

DEC 20 95
⑈00004618⑈ ⑆051000127⑆ 010041351⑈12 ⑈0000062200⑈

VICTOR A. MOTLEY, LTD.

ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

4623

PAY
TO THE
ORDER OF

Nationwide Insurance Company

December 19 19 95 ⁶⁸⁻¹²¹₅₁₀ \$ 292.00

Two Hundred Ninety-Two and 00/100

DOLLARS

**Consolidated
bank&trustco.**
Richmond, Virginia 23240

DEC 22 95

FOR

3100 Duryea Place

⑈00004623⑈ ⑆051000127⑆ 010041351⑈12 ⑈0000029200⑈

VICTOR A. MOTLEY, LTD.

ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

4621

PAY
TO THE
ORDER OF

Taylor, Hazen & Kauffman

December 19 19 95 ⁶⁸⁻¹²¹₅₁₀ \$ 150.00

One Hundred Fifty and 00/100

DOLLARS

**Consolidated
bank&trustco.**
Richmond, Virginia 23240

DEC 26 95

FOR

3100 Duryea Place

⑈00004621⑈ ⑆051000127⑆ 010041351⑈12 ⑈0000015000⑈

VM 10796

4742

VICTOR A. MOTLL, LTD.

ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222PAY
TO THE
ORDER OF

Charles Fleet & Assoc.

3/26/19 PE 68-121
510

\$ 225.00

Two Hundred Twenty Five - 00/100

DOLLARS

**Consolidated
bank&trustco.**

Richmond, Virginia 23240

FOR

VM # 10796

Victor A. Motley

⑈00004742⑈

⑆051000127⑆

010041351⑈12

⑈0000022500⑈

VICTOR A. MOTLEY, LTD.

ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

4730

PAY
TO THE
ORDER OF

HICKMAN'S TERMITES & PEST CONTROL

3/20/19 PE 68-121
510

\$ 40.00

Forty - 00/100

DOLLARS

**Consolidated
bank&trustco.**

Richmond, Virginia 23240

FOR

300 Duryea Pl.

Victor A. Motley

⑈00004730⑈

⑆051000127⑆

010041351⑈12

⑈0000004000⑈

VICTOR A. MOTLEY, LTD.

ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

4624

PAY
TO THE
ORDER OF

Bowers, Nelms & Fonville

December 19 19 95 68-121
510

\$ 6,580.00

Six Thousand Five Hundred Eighty and 00/100

DOLLARS

**Consolidated
bank&trustco.**

Richmond, Virginia 23240

FOR

3100 Duryea Place

PAID
JAN 04 1996
CONSOLIDATED BANK & TRUST
RICHMOND VIRGINIA

Victor A. Motley

⑈00004624⑈

⑆051000127⑆

010041351⑈12

⑈0000658000⑈

VICTOR A. MOTLEY, LTD.

ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

4620

December 19 19 95

68-121
510

PAY
TO THE
ORDER OF

Conway Eberhard

\$110,847.03

One Hundred Ten Thousand Eight Hundred Forty-Seven and 03/100 -----
DOLLARS

11068.116.002 12/29/95 11:35 AM
Consolidated
bank&trustco.
Richmond, Virginia 23240

FOR 3100 Duryea Place

JAN 0 2 96

⑈00004620⑈ ⑆051000127⑆ 010041351⑈12 ⑈001084703⑈

VICTOR A. MOTLEY, LTD.

ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

4698

PAY
TO THE
ORDER OF

SOUTHERN TITLE

2/26 19 95 \$584.00

Five Hundred Eighty Four - 00/100

DOLLARS

Consolidated
bank&trustco.
Richmond, Virginia 23240

FEB 2 9 96

FOR ST 95819 967

⑈00004698⑈ ⑆051000127⑆ 010041351⑈12 ⑈0000058400⑈

VICTOR A. MOTLEY, LTD.

ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

4628

PAY
TO THE
ORDER OF

Victor A. Motley

12/21 19 95 \$350.00

Three Hundred Fifty

DOLLARS

Consolidated
bank&trustco.
Richmond, Virginia 23240

12/22/95 0114

10041351128
\$350.00

FOR

⑈00004628⑈ ⑆051000127⑆ 010041351⑈12 ⑈0000035000⑈

MARSHA LATNEY SETTLEMENT

8-15-95 Deposited \$6,000.00

The following disbursements were made and the checks issued and cleared the bank as indicated.

Check#	Amount	Issued	Cleared
4447	\$2,139.95	8-24-95	8-25-95
4473	1,500.00	9-6-95	9-6-95
(Note: The ledger card shows \$2,000.00 for attorney fees)			
4505	309.05	10-12-95	10-18-95
4508	1,286.00	10-12-95	10-17-95
4509	40.00	10-12-95	10-17-95
4510	125.00	10-12-95	10-17-95
Total	\$1,760.05		

The Escrow Account monthly bank statements indicate the following bank balances on the dates indicated.

8-15-95	\$189.00	9-19-95	\$8.00
8-17-95	639.00	9-21-95	191.00
8-21-95	722.00	9-26-95	1,380.00
8-22-95	622.00	9-27-95	1,330.00
8-23-95	18.00	9-28-95	1,116.00
8-25-95	46.00	9-29-95	263.00
8-28-95	125.00	10-2-95	85.00
8-29-95	74.00	10-3-95	69.00
8-30-95	76.00	10-4-95	631.00
8-31-95	1,370.00	10-6-95	1,730.00
9-15-95	704.00	10-10-95	1,669.00
9-18-95	108.00	10-11-95	1,636.00

During the time frame of 6-30-95 thru 9-29-95

The account was credited with interest of \$232.28

7-31-95 \$209.04

8-31-95 17.66

9-29-95 4.88

There were six (6) overdraft charges totaling \$150.00

There were two (2) activity charges totaling \$14.00



Settlement
 Conn. Real Estate
 Real. Mfr. Report
 Dr. Over
 Hancock Assoc.
 Mfr. Report
 Mfr. Report
 Att Fee

40.00
 35.00
 1286.00
 125.00
 100.00
 2139.95
 2000.00

6000.00

Deposit

T
0.00+

6000.00+

T
6000.00+

T
0.00+

40.00+

309.05+

1286.00+

125.00+

100.00+

2139.95+

Att Fee → 2000.00+

T
Ledger 6000.00+

40.00+

309.05+

1286.00+

125.00+

2139.95+

Att Fee → 1500.00+

T
Checks 5400.00+

T
0.00+

1500.00

69.09

930.00

RE: Auto Accident
April 17, 1995

S E T T L E M E N T

Settlement		\$ 6,000.00
Commonwealth Radiology	\$ 40.00	
Richmond Memorial Hosp.	309.05	
Dr. Harold Green	1,286.00	
Hanover Associates	125.00	
Medical Report	100.00	
Attorney's fee	2,000.00	
Balance	2,139.95	
	<u>\$ 6,000.00</u>	<u>\$ 6,000.00</u>

DEPOSIT TICKET

Consolidated bank&trustco.
Richmond, Virginia 23240

DATE

8/14 1993

CURRENCY	COIN	LIST EACH CHECK	DOLLARS	CENTS
100	62	100	100	00
20	1	20	20	00
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
TOTAL FROM OTHER SIDE OR ATTACHED LIST			7000	00

68-121
510

TOTAL ITEMS 2

PLEASE BE SURE ALL ITEMS ARE PROPERLY ENDORSED

TOTAL DEPOSIT
DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

VICTOR A. MOTLEY, LTD.
ATTORNEY-AT-LAW
ESCROW ACCOUNT

0027,01 08/15/93 0160
ODA DEPOSIT
03:46

10041331124
\$7,000.00

MAIN

10510001271 010041351112 1310000700000

CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE OR ANY APPLICABLE COLLECTION AGREEMENT

4509

VICTOR A. MOTLEY, L.
ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

PAY TO THE ORDER OF Commonwealth Refinery \$ 40.00

Forty - 00/100 DOLLARS

Consolidated bank&trustco.
Richmond, Virginia 23240

FOR 1109167275 Victor A. Motley

CRB 1000004509 10510001271 010041351112 100000004000

10/12 19 95 68-121 510

4505

VICTOR A. MOTLEY, LTD.
ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

PAY TO THE ORDER OF Railroad Memorial Hospital \$ 309.05

Three Hundred Nine DOLLARS

Consolidated bank&trustco.
Richmond, Virginia 23240

FOR 109167275 Victor A. Motley

1000004505 10510001271 010041351112 1000000030905

10/12 19 95 68-121 510

VICTOR A. MOTLEY, LTD.

ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

PAID

15 21 55309 4508

PAY
TO THE
ORDER OF

Dr. Harold T. G...

One Thousand Two Hundred Twenty Six - 00/100

10/12 19 95
\$ 1286.00
DOLLARS

Consolidated
bank & trust co.

Richmond, Virginia 23240

FOR

Marsha Latney

05319018 101 0345

Victor A. Motley

⑈00004508⑈ ⑆051000127⑆ 010041351⑈12 ⑈0000128600⑈

VICTOR A. MOTLEY, LTD.

ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

PAID

4510

PAY
TO THE
ORDER OF

HANOVER EMERGENCY ASSOC

One Hundred Twenty Five - 00/100

10/12 19 95
\$ 125.00
DOLLARS

Consolidated
bank & trust co.

Richmond, Virginia 23240

FOR

HEA - 7043

Latney

Victor A. Motley

⑈00004510⑈ ⑆051000127⑆ 010041351⑈12 ⑈0000012500⑈

VICTOR A. MOTLEY, LTD.

ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

4447

PAY
TO THE
ORDER OF

MARSH LATNEY

Two Thousand One Hundred Thirty Nine - 00/100

8/04 19 95
\$ 2139.95
DOLLARS

Consolidated
bank & trust co.

Richmond, Virginia 23240

FOR

Victor A. Motley

⑈00004447⑈ ⑆051000127⑆ 010041351⑈12 ⑈0000213995⑈

VICTOR A. MOTLEY, LTD.

ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

4473

PAY
TO THE
ORDER OF

Victor A. Motley

8/9 19 *88* ⁶⁸⁻¹²¹₅₁₀

\$ *1500.00*

One Thousand Five Hundred - 00/100

DOLLARS

**Consolidated
bank&trustco.**

Richmond, Virginia 23240

FOR

Victor A. Motley ^{MP}

⑈00004473⑈

⑆051000127⑆

010041351⑈12

⑈0000150000⑈

GERI JONES

11-16-95	Deposit	\$36,098.63
11-20-95	Deposit	11,785.00
	Total	47,883.63

The following checks were issued and cleared on the dates indicated for the above closing.

Check#	Amount	Issued	Cleared
4558	\$274.80	11-16-95	11-20-95
4559	350.00	11-16-95	11-22-95
4560	1,250.00	11-16-95	11-20-95
4561	1,000.00	11-16-95	11-20-95
4562	761.08	11-16-95	1-29-96
4563	425.00	11-16-95	11-16-95
4564	368.00	11-16-95	11-28-95
4565	125.00	11-16-95	12-11-95
4569	1,350.00	11-16-95	11-20-95
4595	40,643.69	11-30-95	12-14-95
4598	350.00	12-1-95	12-4-95
4612	438.64	12-13-95	12-18-95
4695	313.50	2-22-96	2-27-96
Total	\$47,649.71		

As indicated above, checks numbered 4558, 4559, 4560, 4561, 4563, 4564, and 4569, totaling \$5017.80, cleared the bank prior to 11-30-95. After these checks cleared the bank, there remained \$42,865.83 in the Geri Jones escrow account.

As indicated on the monthly Escrow Bank Statement the following deposits were made after the 11-20-95 deposit of \$11,785.00 on the dates indicated:

11-21-95	\$1,000.00
11-27-95	500.00
11-29-95	425.00
11-30-95	2,350.00
11-30-95	3,114.26
Total	\$7,389.26

The monthly Escrow Bank Statement indicateds a balance of \$45,849.00 as of 11-30-95. Subtract the deposits of \$7,389.26 from the 11-30-95 bank balance of \$45,849.00 leaves \$38,456.74 in the Geri Jones Escrow Account. The Escrow Account is out of Trust \$4,409.09.

During the time frame of 6-30-95 thru 1-31-96:

The account was credited with interest of \$495.09.

7-31-95	209.74
---------	--------



8-31-95	17.66
9-29-95	4.88
10-31-95	7.71
11-30-95	47.30
12-29-95	171.72
1-31-96	36.08

There were ten (10) overdraft charges totaling \$250.00.

There was one (1) Bank charge back fee in the amount of \$3.00.

There were four (4) activity charges totaling \$28.00.

COUNTRYWIDE
 GRI JONES
 TASK FORCE
 Countywide Fueling
 State Fair
 Horace Walker
 Rich. Ai. Cl.
 FOAST REACTY
 FOAST REACTY
 TASK FORCE
 Jennings & Jennings
 ENVIRONMENTAL PEST
 Andrew Arnold, Estate
 A. My. Jones, H. Ch.
 Southern T. Ho.
 A. My. F. Co.
 City
 Chale Fleet & Assoc.

11-16-95 → 35640.00+
 458.63+
 11-20-95 → 11785.00+
 T
 Deposits 47883.63+

T
 0.00+

761.08+
 368.00+
 350.00+
 274.80+
 1350.00+
 1250.00+
 1000.00+
 125.00+
 425.00+
 40643.69+
 438.64+
 313.50+
 350.00+
 12.00+
 225.00+

Ledger 47886.71+

T
 0.00+

761.08+
 368.00+
 350.00+
 274.80+
 1350.00+
 1250.00+
 1000.00+
 125.00+
 425.00+
 40643.69+
 438.64+
 313.50+
 350.00+
 12.00+
 225.00+

35640.00
 458.63
 11785.00

761.08
 368.00

350.00
 274.80

1350.00
 1250.00

1000.00
 125.00

425.00
 40643.69

438.64
 313.50

350.00
 12.00

225.00
 47886.71

DEPOSIT TICKET

**Consolidated
bank & trust co.**
Richmond, Virginia 23240

DATE: _____

DATE: _____

CURRENCY	COIN	LIST EACH CHECK	DOLLARS	CENTS
185-677			35.640	00
185-5261			950	00
188-141			45.8	00
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
TOTAL FROM OTHER SIDE			21.508	00

$$\frac{68-12}{510}$$
TOTAL
ITEMS

PLEASE BE SURE ALL ITEMS
ARE PROPERLY ENDORSED

TOTAL DEPOSIT

**DEPOSITS MAY NOT BE AVAILABLE
FOR IMMEDIATE WITHDRAWAL**

VICTOR A. MOTLEY, LTD.
ATTORNEY-AT-LAW
ESCROW ACCOUNT

[illegible][illegible]

2219

1:05 1000 127: 0 1004 135 11 12 13 11 0003 654863,

CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE OR ANY APPLICABLE COLLECTION AGREEMENT.

**Consolidated
bank & trust co.**
Richmond, Virginia 23240

DATE _____

DATE _____

CURRENCY		DOLLARS	CENTS
COIN			
LIST EACH CHECK			
105-559		11785	00
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
TOTAL FROM OTHER SIDE			

68-12.
510

TOTAL
ITEMS

PLEASE BE SURE ALL ITEMS
ARE PROPERLY ENDORSED

TOTAL DEPOSIT

**DEPOSITS MAY NOT BE AVAILABLE
FOR IMMEDIATE WITHDRAWAL**

VICTOR A. MOTLEY, LTD.
ATTORNEY-AT-LAW
ESCROW ACCOUNT

0141.47 11/20/95 0407
DDA DEPOSIT
17:34

04135112H
511,785.00
AZALEA

1:05 1000 1271: 01004 135 11 12 13 11 000 11 72500 11

CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE OR ANY APPLICABLE COLLECTION AGREEMENT.

VICTOR A. MOTLEY, LTD.
ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

**PAY
TO THE
ORDER OF**

COUNTRYWIDE FUND FOR 2024 0510 0510 \$1761.08

Seven Hundred Sixty One - ~~100~~ DOLLARS

**Consolidated
bank & trust co.**
Richmond, Virginia 23261

FOR Gen Yohan LMSI No 2

00004562 051000127 8201004135 0000076108

VICTOR A. MOTLEY, LTD.
ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

46 - CM 097

8

4564

PAY
TO THE
ORDER OF

STATE FARM INS CO

PAID

11/16 1975 68-121
510

\$ 368.00

Three Hundred Sixty Eight 00/100

DOLLARS

Consolidated
bank & trust co.
Richmond, Virginia 23240

FOR *Geni Jones*

⑈00004564⑈ ⑆051000127⑆ 010041351⑈12 ⑆0000036800⑆

VICTOR A. MOTLEY, LTD.
ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

4559

PAY
TO THE
ORDER OF

HORACE WALKER

11/16 1975 68-121
510

\$ 350.00

THREE HUNDRED FIFTY 00/100

DOLLARS

Consolidated
bank & trust co.
Richmond, Virginia 23240

FOR *Geni Jones*

⑈00004559⑈ ⑆051000127⑆ 010041351⑈12 ⑆0000035000⑆

VICTOR A. MOTLEY, LTD.
ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

4558

PAY
TO THE
ORDER OF

RICHMOND CIRCUIT COURT

11/16 1975 68-121
510

\$ 274.80

Two Hundred Seventy Four - 80/100

DOLLARS

Consolidated
bank & trust co.
Richmond, Virginia 23240

FOR *Geni Jones*

⑈00004558⑈ ⑆051000127⑆ 20010041351⑈12 ⑆0000027480⑆

VICTOR A. MOTL, LTD.

ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

4569

PAY
TO THE
ORDER OF

FOUST REALTY CO.

\$ 1350.00

One Thousand Three Hundred Fifty - 00/100 DOLLARS

Consolidated
bank & trust co.

Richmond, Virginia 23240

FOR *Gen Jones*

NOV 20 95

⑈00004569⑈ ⑆051000127⑆ 010041351⑈12

⑈0000135000⑈

VICTOR A. MOTLEY, LTD.

ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

4560

PAY
TO THE
ORDER OF

FOUST REALTY

\$ 1250.00

One Thousand Two Hundred Fifty - 00/100 DOLLARS

Consolidated
bank & trust co.

Richmond, Virginia 23240

FOR *Gen Jones*

NOV 20 95

⑈00004560⑈ ⑆051000127⑆ 010041351⑈12

⑈0000125000⑈

VICTOR A. MOTLEY, LTD.

ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

4561

PAY
TO THE
ORDER OF

TASK FORCE

\$ 1,000.00

One Thousand - 00/100 DOLLARS

Consolidated
bank & trust co.

Richmond, Virginia 23240

FOR *Gen Jones*

NOV 20 95

⑈00004561⑈ ⑆051000127⑆ 010041351⑈12

⑈0000100000⑈

VICTOR A. MOTL, LTD.

ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

DEC 1 1995

4565

PAY
TO THE
ORDER OF

Jennings & Jennings
One Hundred Twenty Five - 00/100 \$ 125.00
DOLLARS

**Consolidated
bank & trust co.**

Richmond, Virginia 23240

FOR

Andrew Armstead Estate (Fee)

95-292

⑈00004565⑈ ⑆051000127⑆

Victor A. Motley
PAID
⑈010041351⑈12

⑈0000012500⑈

VICTOR A. MOTLEY, LTD.

ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

4563

PAY
TO THE
ORDER OF

ENVIRONMENTAL PEST CONTROL
Four Hundred Twenty Five - 00/100 \$ 425.00
DOLLARS

**Consolidated
bank & trust co.**

Richmond, Virginia 23240

FOR

⑈00004563⑈ ⑆051000127⑆

NOV 16 1995
PAID
⑈010041351⑈12

⑈0000042500⑈

VICTOR A. MOTLEY, LTD.

ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

4595

PAY
TO THE
ORDER OF

ANDREW ARMSTEAD ESTATE
Forty THOUSAND SIX HUNDRED FORTY THREE + 69/100 \$40,643.69
DOLLARS

**Consolidated
bank & trust co.**

Richmond, Virginia 23240

FOR

1601 N. 35th St

⑈00004595⑈ ⑆051000127⑆

DEC 1 4 25
PAID
⑈010041351⑈12

⑈0004064369⑈

VICTOR A. MOTL, LTD.

ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

4612

PAY
TO THE
ORDER OF

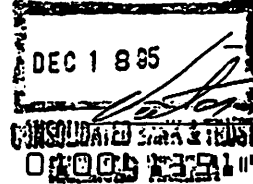
Atty Rene' Hicks for Charles Sutton Jr. MS
Four Hundred Thirty Eight **PAID** *438.64*
DOLLARS

**Consolidated
bank&trustco.**
Richmond, Virginia 23240

FOR

Andrew Armistead

⑈00004612⑈ ⑆051000127⑆



⑈0000043864⑈

VICTOR A. MOTLEY, LTD.

ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

4695

PAY
TO THE
ORDER OF

SOUTHERN TITLE
Three Hundred Thirty Five - 50 **PAID** *\$ 313.50*
DOLLARS

**Consolidated
bank&trustco.**
Richmond, Virginia 23240

FOR

ST 95 A 14503

⑈00004695⑈ ⑆051000127⑆

010041351⑈12

⑈0000031350⑈

VICTOR A. MOTLEY, LTD.

ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

4598

PAY
TO THE
ORDER OF

Victor A. Motley
Three Hundred Fifty **PAID** *\$ 350.00*
DOLLARS

**Consolidated
bank&trustco.**
Richmond, Virginia 23240

FOR

⑈00004598⑈ ⑆051000127⑆

DEC 02 95 CASHED CHECK 0646

0063.47 12/04/95 0404 1006135112# \$350.00 BROOKHILL AZALEA

⑈0000035000⑈

#9

MATHIS
4006 CORBIN STREET

10-13-95 Deposit \$24,656.62

Check #	Amount	Written To	Issued	Cleared
4546	\$2263.48	Sage Mathis	11-3-95	11-6-95
4699	450.00	Charles Fleet	2-26-96	2-28-96
4738	1299.00	Richmond City	3-26-96	3-29-96
4740	263.75	Southern Title	3-26-96	3-28-96
4602	2263.48	Kenneth Mathis	12-1-95	5-14-96
4603	2263.48	Troy Hall	12-1-95	5-13-96
Total	8803.19			

During the time frame of 6-30-95 thru 4-30-96

The account was credited with interest of \$541.20

7-31-95	\$209.74	12-29-95	171.72
8-31-95	17.66	1-31-96	36.08
9-29-95	4.88	2-29-96	11.81
10-31-95	7.71	3-29-96	5.06
11-30-95	47.30	4-30-96	29.24

There were eleven (11) overdraft charges totaling \$275.00.

There was one (1) Bank charge back charge in the amount of \$3.00.

There were seven (7) activity charges totaling \$49.00.

The below indicates the Escrow Account balance was less than the amount shown on the Ledger Card to be disbursed as indicated above.

10-19-95	6580.00	2-7-96	797.00
10-20-95	2490.00	2-9-96	734.00
10-23-95	1376.00	2-12-96	1723.00
10-25-95	868.00	2-13-96	1541.00
10-26-95	538.00	2-15-96	1007.00
10-27-95	532.00	2-16-96	877.00
11-6-95	1088.00	2-20-96	652.00
11-7-95	1921.00	2-22-96	547.00
11-8-95	53.00	2-28-96	1141.00
11-10-95	1170.00	3-19-96	247.00
11-13-95	1670.00	3-20-96	1211.00
2-5-96	442.00	3-21-96	1027.00
2-6-96	1509.00	3-22-96	502.00
		3-25-96	462.00



Deposit

24656.62+

0.00+

176.40+

225.00+

1299.00+

263.75+

6790.45+

6790.45+

325.00+

465.00+

930.00+

258.00+

465.00+

2263.48+

2263.48+

2263.48+

500.00+

25278.49+

0.00+

176.40+

450.00+

1299.00+

263.75+

6790.45+

465.00+

6790.45+

325.00+

930.00+

258.00+

465.00+

2263.48+

2263.48+

2263.48+

Ledger

176.40

325.00

6790.45

263.75

6790.45

6790.45

325.00

465.00

930.00

258.00

465.00

2263.48

2263.48

2263.48

500.00

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**Consolidated
bank&trustco.**
Richmond, Virginia 23240

DATE:

10/13 1993

CURRENCY		DOLLARS	CENTS
COIN			
LIST EACH CHECK			
1	32-61	24656	62
2			
3			
4			
5			
6			
7			
8			
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10			
11			
12			
13			
14			
15			
16			
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18			
19			
TOTAL FROM OTHER SIDE OR ATTACHED LIST			
PLEASE ENTER TOTAL		24656	62

68-12
510

TOTAL
ITEMS

PLEASE BE SURE ALL ITEMS
ARE PROPERLY ENDORSED.

**PLEASE
ENTER
TOTAL**

TOTAL DEPOSIT

**DEPOSITS MAY NOT BE AVAILABLE
FOR IMMEDIATE WITHDRAWAL**

VICTOR A. MOTLEY, LTD.
ATTORNEY-AT-LAW
ESCROW ACCOUNT

1:05 1000 1 271:

01004 135 111 12

13 1,000 246 566 2,000

CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE OR ANY APPLICABLE COLLECTION AGREEMENT.

VICTOR A. MOTLEY, LTD.
ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

4516

**PAY
TO THE
ORDER OF**

RICHMOND CIRCUIT COURT

\$ 176.40

DOLLARS

**Consolidated
bank & trust co.**
Richmond, Virginia 23240

FOR

Naeth

2025 18

५

110000451611

1:05 1000 1 2712

01004 135 11 12

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VICTOR A. MOTLEY, LTD.
ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

4699

**PAY
TO THE
ORDER OF**

CHARGES FLEET 283 ASSOC

\$ 450.00

DOLLARS

**Consolidated
bank & trust co.**
Richmond, Virginia 23240

FOR

10623
13755

Richmond, Virginia 23240

1385-E 110697

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VICTOR A. MOTLEY, LTD.

ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

4738

PAY
TO THE
ORDER OF

City of Richmond

3/26 19 *96* ⁶⁸⁻¹²¹₅₁₀

\$ *1,299.00*

One Thousand Two Hundred Ninety Nine - 00/100

DOLLARS

**Consolidated
bank & trustco.**
Richmond, Virginia 23240

FOR

Victor A. Motley

⑈00004738⑈ ⑆051000127⑆

010041351⑈12

⑈0000129900⑈

VICTOR A. MOTLEY, LTD.

ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

4740

PAY
TO THE
ORDER OF

SOUTHERN TITLES

3/26 19 *96* ⁶⁸⁻¹²¹₅₁₀

\$ *263.75*

Two Hundred Sixty Three - 75/100

DOLLARS

**Consolidated
bank & trustco.**
Richmond, Virginia 23240

FOR

ST 85914186

Victor A. Motley

⑈00004740⑈ ⑆051000127⑆

010041351⑈12

⑈0000026375⑈

VICTOR A. MOTLEY, LTD.

ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

4527

PAY
TO THE
ORDER OF

BETSY PATTERSON

10/20 19 *95* ⁶⁸⁻¹²¹₅₁₀

\$ *6790.45*

Six Thousand Seven Hundred Ninety - 45/100

DOLLARS

**Consolidated
bank & trustco.**
Richmond, Virginia 23240

FOR

4006 Calhoun St.

0137.00 10/20/95 0106
CASHED CHECK
14102

MAIN

\$6,790.45

Victor A. Motley

⑈00004527⑈ ⑆051000127⑆

010041351⑈12

⑈0000679045⑈

VICTOR A. MOTLEY, LTD.
ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

4520

PAY
TO THE
ORDER OF

Community Realty, Inc.

PAID

10/17/95 68-121
510

\$ 465.00

Four Hundred Sixty Five - 00/100

DOLLARS

Consolidated
bank & trust co.
Richmond, Virginia 23240

CONSOLIDATED BANK & TRUST
RICHMOND VIRGINIA

FOR

Motley

\$ 12

\$ 12

Victor A. Motley

⑈00004520⑈ ⑆051000127⑆ 010041351⑈12

⑈0000046500⑈

VICTOR A. MOTLEY, LTD.
ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

4526

PAY
TO THE
ORDER OF

KENNETH MATHEWS, JR.

PAID

10/19/95 68-121
510

\$ 679.45

SIX THOUSAND SEVEN HUNDRED

NINETY - 45/100

DOLLARS

Consolidated
bank & trust co.
Richmond, Virginia 23240

CONSOLIDATED BANK & TRUST
RICHMOND VIRGINIA

FOR

4006 CASH ST.

0041.00 10/19/95 0108

1004135112#

679.45

MAIN

12:11

CASHED; CHECK

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⑈00004526⑈ ⑆051000127⑆ 010041351⑈12

⑈0000679045⑈

VICTOR A. MOTLEY, LTD.
ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

4538

PAY
TO THE
ORDER OF

RID - U - OF - EXTERMINATING

PAID

10/31/95 68-121
510

\$ 325.00

Three Hundred Twenty Five - 00/100

DOLLARS

Consolidated
bank & trust co.
Richmond, Virginia 23240

CONSOLIDATED BANK & TRUST
RICHMOND VIRGINIA

FOR

4006 Cash CK

⑈00004538⑈ ⑆051000127⑆ 010041351⑈12

⑈0000032500⑈

4523

VICTOR A. MOTLEY, LTD.

ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222PAY
TO THE
ORDER OF

THOMAS H. BROWN REALTY

PAID

10/18 19 95 68-121
510

\$ 930.00

DOLLARS

Consolidated
bank & trust co.

Richmond, Virginia 23240

FOR

4006 Carver St.

CONSOLIDATED BANK & TRUST
RICHMOND VIRGINIA

⑈00004523⑈ ⑈051000127⑈ 010041351⑈ 12

⑈0000093000⑈

4518

VICTOR A. MOTLEY, LTD.

ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222PAY
TO THE
ORDER OF

A. PROPERTY INSURANCE ASSOC.

PAID 9309

OCT 23 95

10/17 19 95 68-121
510

\$ 258.00

DOLLARS

Consolidated
bank & trust co.

Richmond, Virginia 23240

FOR

Joseph Martin

⑈00004518⑈ ⑈051000127⑈ 010041351⑈ 12

⑈0000025800⑈

4519

VICTOR A. MOTLEY, LTD.

ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222PAY
TO THE
ORDER OF

Community Realty, Inc.

PAID

10/17 19 95 68-121
510

\$ 465.00

DOLLARS

Consolidated
bank & trust co.

Richmond, Virginia 23240

FOR

4006 Carver St.

CONSOLIDATED BANK & TRUST
RICHMOND VIRGINIA

⑈00004519⑈ ⑈051000127⑈ 010041351⑈ 12

⑈0000046500⑈

VICTOR A. MOTLEY, LTD.
ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

NOV 06 95

4546

PAY
TO THE
ORDER OF

Sage Mathis to Vernon Mathis
Two Thousand Two Hundred Sixty Three - 48/100 DOLLARS
\$ 2263.48

**Consolidated
bank&trustco.**
Richmond, Virginia 23240

FOR

4006 Carlin St.
Victor A. Motley
"00004546" "051000127" 010041351"12 "0000226348"

VICTOR A. MOTLEY, LTD.
ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

21902
MAY 10 1996

4602

PAY
TO THE
ORDER OF

KENNETH D. MATHEWS
Two Thousand Two Hundred Sixty Three - 48/100 DOLLARS
\$ 2263.48

**Consolidated
bank&trustco.**
Richmond, Virginia 23240

FOR

4006 Carlin St.
Victor A. Motley
"00004602" "051000127" 010041351"12 "0000226348"

VICTOR A. MOTLEY, LTD.
ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

4603

PAY
TO THE
ORDER OF

TROY L. HALL
Two Thousand Two Hundred Sixty Three - 48/100 DOLLARS
\$ 2263.48

**Consolidated
bank&trustco.**
Richmond, Virginia 23240

FOR

4006 Carlin St.
Victor A. Motley
"00004603" "051000127" 010041351"12 "0000226348"

VICTOR A. MOTLEY, LTD.
ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

OCT 16

95

4515

PAY
TO THE
ORDER OF

Victor A. Motley

CONSOLIDATED BANK & TRUST
RICHMOND VIRGINIA

10/16/95

68-121
510

\$ *see w*

Five Hundred

DOLLARS

Consolidated
bank&trustco.
Richmond, Virginia 23240

FOR

Victor A. Motley

MP

⑈00004515⑈ ⑆051000122⑆ 010041351⑈12 ⑆0000050000⑈

#9

TALBERT
208 MOHAWK DRIVE

6-30-95 Deposit \$210,375.53

Check #4659 \$879.18 to Southern Title Company
 issued 1-25-96
 cleared 2-1-96

During the time frame of 6-30-95 thru 1-31-96

The account was credited with interest of \$495.05

7-31-95	\$209.74	10-31-95	7.71
8-31-95	17.66	11-30-95	47.30
9-29-95	4.88	12-29-95	171.72
		1-31-96	36.08

There were ten (10) overdraft charges totaling \$250.00.

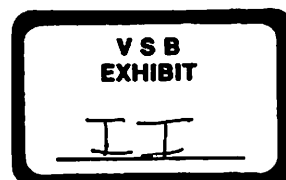
There was one (1) Bank charge back charge in the amount of \$3.00.

There were four (4) activity charges totaling \$28.00.

The below indicates the Escrow Account balance was less than the amount shown on the Ledger Card to be disbursed to Southern Title Agency in the amount of \$879.18

8-15-95	\$189.00
8-17-95	639.00
8-21-96	722.00
8-23-95	18.00
8-25-95	46.00
8-28-95	125.00
8-29-95	74.00
8-30-95	76.00
9-15-96	704.00
9-18-95	108.00
9-19-95	8.00
9-21-95	191.00
9-29-95	263.00
10-2-95	85.00
10-3-95	69.00
10-4-96	631.00
10-26-96	538.00
10-27-96	532.00
11-8-95	53.00

The attorney fee as indicated on the Ledger Card, in the amount of \$335.50 was not taken.



VA Credit Union
 EDNA TOLBERT
 CHesterfield Co. Ct.
 VA Credit Union
 RE/MAX
 American Home Shield
 Truck, Connelly & Posters
 Allstate
 C/Hale Fleet
 W. Ben Cahoon
 Cahoon Refund
 Southern Title
 Ntly Fee
 Chesterfield Co. Ct.

965.70
 607.15
 9375.00
 330.00
 95.00
 591.00
 690.00
 196455.00
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 879.18
 335.50
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NO 154211.50+
 Ticket * 51240.00+
 → 4924.03+
 T
 Deposit 210375.53+
 6-30-95

T
0.00+

965.70+
 607.15+
 9375.00+
 330.00+
 95.00+
 591.00+
 690.00+
 196455.00+

Southern
 Title → 38.00+
 → 879.18+
 Attorney → 335.50+
 Fee 14.00+
 T
 Ledger 210375.53+

T
0.00+

965.70+
 607.15+
 9375.00+
 330.00+
 95.00+
 591.00+
 690.00+
 196455.00+

Southern
 Title → 38.00+
 NO Attorney → 879.18+
 Fee 1.00+
 13.00+

T
Checks 21 240.03+

154211.50
 51240.00
 4924.03

DEPOSIT TICKET

Consolidated bank & trust co.
Richmond, Virginia 23240

DATE 6/30 1993

CURRENCY	COIN	LIST EACH CHECK	DOLLARS	CENTS
100-32			3341	23
100-32			154011	50
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
TOTAL FROM OTHER SIDE OR ATTACHED LIST			157552	73

68-121
510
TOTAL ITEMS 2
PLEASE BE SURE ALL ITEMS ARE PROPERLY ENDORSED

PLEASE ENTER TOTAL
157552 73

TOTAL DEPOSIT
DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

VICTOR A. MOTLEY, LTD.
ATTORNEY-AT-LAW
ESCROW ACCOUNT

PAID

JUN 30 1993

⑈051000127⑈ 010041351⑈12 131⑈0015755273⑈

CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE OR ANY APPLICABLE COLLECTION AGREEMENT

DEPOSIT TICKET

Consolidated bank & trust co.
Richmond, Virginia 23240

DATE 6/30 1993

CURRENCY	COIN	LIST EACH CHECK	DOLLARS	CENTS
100-32			51,240	00
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
TOTAL FROM OTHER SIDE OR ATTACHED LIST			51,240	00

68-121
510
TOTAL ITEMS 1
PLEASE BE SURE ALL ITEMS ARE PROPERLY ENDORSED

PLEASE ENTER TOTAL
51,240 00

TOTAL DEPOSIT
DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

VICTOR A. MOTLEY, LTD.
ATTORNEY-AT-LAW
ESCROW ACCOUNT

0172.47 07/03/93 0403
DDA DEPOSIT
06:06
BROOKHILL AZALEA
1004135112⑈
151⑈240.00
⑈051000127⑈ 010041351⑈12 131⑈0005124000⑈

CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE OR ANY APPLICABLE COLLECTION AGREEMENT

VICTOR A. MOTLEY, LTD.
ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

4399

PAY TO THE ORDER OF CHESTERFIELD CIRCUIT COURT \$ 965.70
Nine Hundred Sixty Five - 70/100 DOLLARS

Consolidated bank & trust co.
Richmond, Virginia 23240

FOR Tobert
⑈1565-2156⑈ ⑈051000127⑈ 010041351⑈12 ⑈0000096570⑈

VICTOR A. MOTLEY, LTD.
ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

4402

PAY
TO THE
ORDER OF

CH. CREDIT UNION, INC.

\$ 607.15

Six Hundred Seven - 1/10

DOLLARS

Consolidated
bank & trust co.
Richmond, Virginia 23240

020121914 003 0671 0685 14 02

FOR

440547

Tolbert

Victor A. Motley

⑈00004402⑈ ⑆051000127⑆ 010041351⑈12 ⑈0000960715⑈

VICTOR A. MOTLEY, LTD.
ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

4404

PAY
TO THE
ORDER OF

RE/MAX ALL PRO

\$ 9,375.00

Nine Thousand Three Hundred Seventy Five ----- 00/100 DOLLARS

Consolidated
bank & trust co.
Richmond, Virginia 23240

FOR

208 Mohawk Dr.

Victor A. Motley

⑈00004404⑈ ⑆051000127⑆ 010041351⑈12 ⑈0000937500⑈

VICTOR A. MOTLEY, LTD.
ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

4407

PAY
TO THE
ORDER OF

AMERICAN HOME SALES

\$ 330.00

Three Hundred Thirty

DOLLARS

Consolidated
bank & trust co.
Richmond, Virginia 23240

JUL 12 95
RECEIVED

FOR

Tolbert #001552075

Victor A. Motley

⑈00004407⑈ ⑆051000127⑆ 010041351⑈12 ⑈0000033000⑈

VICTOR A. MOTLEY, LTD.
ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

4405

PAY
TO THE
ORDER OF

TUCK, CONNELLY & PETERSON

July 5 1995

68-121
510

\$ 95.00

Ninety Five ----- 00/100

DOLLARS

**Consolidated
bank&trustco.**

Richmond, Virginia 23240

FOR Wilber Cahoon

⑈00004405⑈ ⑆051000127⑆

010041351⑈12

⑈0000009500⑈

VICTOR A. MOTLEY, LTD.
ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

4406

PAY
TO THE
ORDER OF

ALLSTATE

7/5 19 95 68-121
510

\$ 581.00

Five Hundred Ninety One - 00/100

DOLLARS

**Consolidated
bank&trustco.**

Richmond, Virginia 23240

FOR 374724951642064

⑈00004406⑈ ⑆051000127⑆

010041351⑈12

⑈0000059100⑈

VICTOR A. MOTLEY, LTD.
ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

4466

PAY
TO THE
ORDER OF

CHARLES FLEET & ASSOC.

8/31 19 95 68-121
510

\$ 690.00

Six Hundred Ninety - 00/100

DOLLARS

**Consolidated
bank&trustco.**

Richmond, Virginia 23240

FOR Project 10350 1/11 T. Hunt

⑈00004466⑈ ⑆051000127⑆

010041351⑈12

⑈0000069000⑈

VICTOR A. MOTL, LTD.

ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

4403

PAY
TO THE
ORDER OF

Mr. & Mrs. Wilber Cahoon

July 5 19 95

68-121
510

\$196,455.00

One Hundred Ninety Six Thousand Four Hundred Fifty Five-----00/100 DOLLARS

**Consolidated
bank&trustco.**

Richmond, Virginia 23240

FOR 208 Mohawk Dr.

⑈00004403⑈

⑆051000127⑆

010041351⑈12

⑈0019645500⑈

VICTOR A. MOTLEY, LTD.

ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

4409

PAY
TO THE
ORDER OF

Mr. & Mrs. Wilber Cahoon

7/7 19 95

68-121
510

\$ 38.00

DOLLARS

**Consolidated
bank&trustco.**

Richmond, Virginia 23240

FOR 208 Mohawk Dr.

⑈00004409⑈

⑆051000127⑆

010041351⑈12

⑈0000003800⑈

VICTOR A. MOTLEY, LTD.

ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

4659

PAY
TO THE
ORDER OF

SOUTHERN TITLE

1/35 19 95

68-121
510

\$ 879.18

DOLLARS

**Consolidated
bank&trustco.**

Richmond, Virginia 23240

FOR ST 95607715

⑈00004659⑈

⑆051000127⑆

010041351⑈12

⑈0000087918⑈

VICTOR A. MOTLEY, LTD.
ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

4513

PAY
TO THE
ORDER OF

CHESTERFIELD

CIRCUIT COURT

\$ 1.00

One - 1/100

DOLLARS

Consolidated
bank & trust co.

Richmond, Virginia 23240

FOR

Tolbert 3667

OCT 19 85

CONSOLIDATED BANK & TRUST

RICHMOND VIRGINIA

Victor A. Motley

⑈00004513⑈ ⑆051000127⑆ 010041351⑈12 ⑈0000000100⑈

VICTOR A. MOTLEY, LTD.
ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

4503

PAY
TO THE
ORDER OF

CHESTERFIELD

CIRCUIT COURT

\$ 13.00

THIRTEEN - 1/100

DOLLARS

Consolidated
bank & trust co.

Richmond, Virginia 23240

FOR

Tolbert 3667

OCT 19 85

CONSOLIDATED BANK & TRUST

RICHMOND VIRGINIA

Victor A. Motley

⑈00004503⑈ ⑆051000127⑆ 010041351⑈12 ⑈0000001300⑈

GREENHOUSE
524 MCDOWELL ROAD

6-30-95 Deposit \$62,489.68

Check #4641 \$379.50 to Southern Title Company

issued 1-15-96

cleared 1-22-96

During the time frame of 6-30-95 thru 12-29-95:

The account was credited with interest of \$459.01.

7-31-95	\$209.74	10-31-95	7.71
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8-31-95	17.66	11-30-95	47.30
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9-29-95	4.88	12-29-95	171.72
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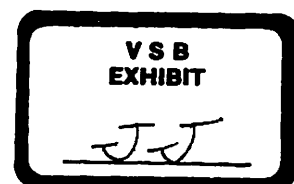
There were ten (10) overdraft charges totaling \$250.00.

There was one (1) Bank charge back charge in the amount of \$3.00.

There were four (4) activity charges totaling \$28.00.

The below indicates the Escrow Account balance was less than the amount shown on the Ledger Card to be disbursed to Southern Title Agency in the amount of \$379.50.

8-15-95	\$189.00
8-23-95	18.00
8-25-95	46.00
8-28-95	125.00
8-29-95	74.00
8-30-95	76.00
9-18-95	108.00
9-19-95	8.00
9-21-95	191.00
9-29-95	263.00
10-2-95	85.00
10-3-95	69.00
11-8-95	53.00



6/30/55 Centurywide
 Bank
 Rich Cin. Ct.
 Forest Realty
 John Taylor
 Erwin Redol/Pat
 Charles Fleet
 Norwest Mort.
 First Federal
 N. City Bkr
 Southwestern Title
 Federal Ex

341.80
 3620.00
 7103.46
 512.00
 195.00
 42707.89
 7131.84
 198.19
 379.50
 13.00

on charge
 - 401.81
 Norwest Payoff

Deposit

Ledger
 CARD

Checks

J.00+
 59148.45+
 3341.23+
 T
 62489.68+
 T
 0.00+
 341.80+
 3620.00+
 7103.46+
 512.00+
 195.00+
 42707.89+
 7431.84+
 198.19+
 379.50+
 13.00+
 T
 62502.68+
 T
 0.00+
 341.80+
 3620.00+
 7103.46+
 512.00+
 195.00+
 42707.89+
 13.00+
 7435.04+
 379.50+
 600.00+
 T
 62907.69+
 T
 0.00+

591485
 334123

DEPOSIT TICKET

Consolidated bank & trust co.
Richmond, Virginia 23240

DATE 6/30 1995

CURRENCY	DOLLARS	CENTS
COIN		
LIST EACH CHECK		
100-32	3341	23
100-6261	154011	50
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
TOTAL FROM OTHER SIDE OR ATTACHED LIST	157552	73

VICTOR A. MOTLEY, LTD.
ATTORNEY-AT-LAW
ESCROW ACCOUNT

68-121
510

TOTAL ITEMS 2

PLEASE BE SURE ALL ITEMS ARE PROPERLY ENDORSED.

PLEASE ENTER TOTAL 157552 73

TOTAL DEPOSIT
DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL.

JUN 30 06
10510001271 01004135112 1310015755273
CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE FOR ANY APPLICABLE COLLECTION AGREEMENT

Detuxe N 55016

CREDIT

Consolidated bank & trust co.
Richmond, Virginia 23240

ACCOUNT NUMBER 1004135112

ACCOUNT TITLE

Victor A. Motley, Escrow Account

DATE June 30, 1995

DESCRIPTION	AMOUNT		
Wire transfer of funds received from BK of AG for credit to the above-named account through the Federal Reserve Bank.			
	59	143	45
APPROVED BY <u>[Signature]</u> <u>H.P. Cosby</u>	TOTAL	59	148 45

10510001271

628

VICTOR A. MOTLEY, LTD.

ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

4398

PAY
TO THE
ORDER OF

RICHMOND CIRCUIT COURT

7/5 19 95 ⁶⁸⁻¹²⁻¹₅₁₀ \$ 341.80

Three Hundred Forty One - ⁸⁰/₁₀₀

DOLLARS

Consolidated
bank & trust co.

Richmond, Virginia 23240

FOR

Greenbaum

⑈00004398⑈

⑆05⑆000⑆27⑆

0⑆00⑆4⑆35⑆1⑈12

⑈0000034180⑈

913
VICTOR A. MOTLEY, LTD.

ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

4400

PAY
TO THE
ORDER OF

FOAST REALTY

7/5 19 95 ⁶⁸⁻¹²⁻¹₅₁₀ \$ 3620.00

Three Thousand Six Hundred Twenty - ⁰⁰/₁₀₀

DOLLARS

Consolidated
bank & trust co.

Richmond, Virginia 23240

FOR

Brenda Greenbaum

⑈00004400⑈

⑆05⑆000⑆27⑆

0⑆00⑆4⑆35⑆1⑈12

⑈0000362000⑈

VICTOR A. MOTLEY, LTD.

ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

4401

PAY
TO THE
ORDER OF

Mr. & Mrs. John Taylor

7/5 19 95 ⁶⁸⁻¹²⁻¹₅₁₀ \$ 7103.46

Seven Thousand One Hundred Three - ⁴⁶/₁₀₀

DOLLARS

Consolidated
bank & trust co.

Richmond, Virginia 23240

FOR

524 McDowell Rd

⑈00004401⑈

⑆05⑆000⑆27⑆

0⑆00⑆4⑆35⑆1⑈12

⑈0000710346⑈

VICTOR A. MOTLEY, LTD.

ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

4425

PAY
TO THE
ORDER OF

Environmental Pest Control

7/21 19 *95* ⁶⁸⁻¹²¹/₅₁₀

\$ *512.00*

Five Hundred Twelve

DOLLARS

**Consolidated
bank&trustco.**

Richmond, Virginia 23240

FOR

524 McDowell Rd.

Victor A. Motley

⑈00004425⑈

⑆05⑆000⑆27⑆

0⑆004⑆35⑆⑈1⑆

⑈000005⑆200⑈

VICTOR A. MOTLEY, LTD.

ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

4426

PAY
TO THE
ORDER OF

Charles Fleet & Assoc.

7/21 19 *95* ⁶⁸⁻¹²¹/₅₁₀

\$ *195.00*

One Hundred Ninety Five

DOLLARS

**Consolidated
bank&trustco.**

Richmond, Virginia 23240

FOR

13325 TN 10337

Victor A. Motley

⑈00004426⑈

⑆05⑆000⑆27⑆

0⑆004⑆35⑆⑈1⑆

⑈00000⑆9500⑈

VICTOR A. MOTLEY, LTD.

ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

4446

PAY
TO THE
ORDER OF

NORTHWEST MORTGAGE

8/8 19 *75* ⁶⁸⁻¹²¹/₅₁₀

\$ *42,707.89*

Forty Two Thousand Seven Hundred Seven

DOLLARS

**Consolidated
bank&trustco.**

Richmond, Virginia 23240

FOR

NW 151668

Victor A. Motley

⑈00004446⑈

⑆05⑆000⑆27⑆

0⑆004⑆35⑆⑈1⑆

⑈0004270789⑈

VICTOR A. MOTLEY, LTD.

ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

4448

PAY
TO THE
ORDER OF

FEDERAL EXPRESS

8/8 1995 68-121
510

\$ 63.00

THIRTEEN - 00/100 DOLLARS

**Consolidated
bank&trustco.**
Richmond, Virginia 23240

FOR

00004448 051000127 010041351 0000001300

VICTOR A. MOTLEY, LTD.

ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

4408

PAY
TO THE
ORDER OF

FIRST FENWICK

Returned Not Paid
JUL 17
NSF
Presented Twice
Endorsement
Account closed
Signature
Other Not as
Drawn

7/5 1995 68-121
510

\$ 7435.04

Seven Thousand Four Hundred Thirty Five - 04/100 DOLLARS

**Consolidated
bank&trustco.**
Richmond, Virginia 23240

FOR

00004408 051000127 010041351 0000743504

VICTOR A. MOTLEY, LTD.

ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

4641

PAY
TO THE
ORDER OF

SOUTHERN TITLE

1/15 1996 68-121
510

\$ 379.50

Three Hundred Seventy Nine - 50/100 DOLLARS

**Consolidated
bank&trustco.**
Richmond, Virginia 23240

FOR

00004641 051000127 010041351 0000037950

VICTOR A. MOTLEY, LTD.

ATTORNEY-AT-LAW
ESCROW ACCOUNT
2817 NORTH AVENUE
RICHMOND, VA. 23222

JUL 14

35

4421

PAY
TO THE
ORDER OF

Victor A. Motley
Six Hundred -

2/14 19 *95* ⁶⁸⁻¹²¹/₅₁₀

\$ *600.00*

DOLLARS

Consolidated
bank & trust co.
Richmond, Virginia 23240

0114.01 07/14/95 0409
CASHED CHECK
13:37

1004135112#
\$600.00

BROOKLYN AREA

FOR

⑈00004421⑈ ⑆051000127⑆

010041351⑈12

⑈0000060000⑈

Real Estate Closing, Evelyn J. Davis Meade, February 15, 1996

Name	Date	Check #	Deposit	Amount	Balance
Richmond Cir Ct	2-20-96	4689		\$105.20	(\$105.20)
Suncoast S&L	2-20-96	4690		\$125.00	(\$230.20)
Evelyn Davis	2-28-96	4704		\$319.80	(\$550.00)

