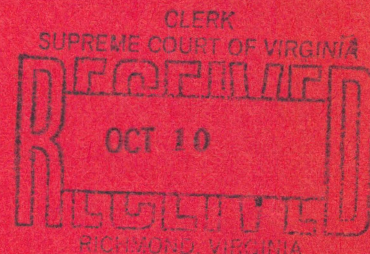


221 Va 1017

EXHIBITS



IN THE
SUPREME COURT OF VIRGINIA
AT RICHMOND

Record No. 790583

Robert B. Pleasants,

Appellant

vs.

Gertrude L. Pleasants,

Appellee

Jack N. Kegley
415 Fourth Street, N.E.
Charlottesville, Virginia 22901

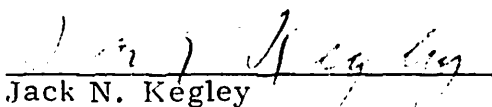
NOTE:

It was called to the attention of counsel for Appellant by the Honorable Allen L. Lucy, Clerk of this Court, that the volume of Exhibits heretofore filed possibly did not comply with the rule of court requiring pages to be 8-1/2 x 11 inches. As most of the original exhibits were larger than 8-1/2 x 11 inches, the original volume of Exhibits was on pages longer than 8-1/2 x 11 inches. At the suggestion of the Honorable Allen L. Lucy, this volume is being filed.

To get the Exhibits down to 8-1/2 x 11 inches, the blank areas on many of the exhibits have been eliminated, but this in no way changes the sense or the meaning of the exhibits. To conform to references in the briefs to page numbers of the first volume of Exhibits, the same page numbers have been used in this volume as were used in the first volume of exhibits.

CERTIFICATE

I certify that I mailed three copies of this revised volume of Exhibits to Annie L. Congdon, attorney for Appellee, c/o Lowe and Gordon, Ltd., 409 Park Street, Charlottesville, Virginia, this 6 day of June, 1980.

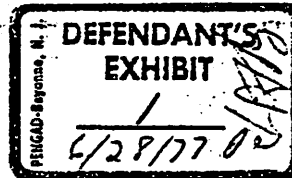


Jack N. Kegley
Attorney for Appellant

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SALES CONTRACT
A. B. DAVIS REAL ESTATE
Charlottesville, Virginia



This Agreement of Sale made in triplicate this 14 day of Oct, 1963
between Robert B. Pleasants (hereinafter known as the Vendee)
and J. E. Early (hereinafter known as the Vendor)
and

WITNESSETH: That for and in consideration of the sum of Five hundred Dollars (\$ 500.00) by cash in hand paid, receipt of which is hereby acknowledged by the Agent, the Vendee agrees to buy, and the Vendor agrees to sell, for the sum of Twelve thousand five hundred Dollars (\$ 12,500.00) all that certain piece, parcel or lot of land described as follows, to-wit:

1506 Early St -
Lot and improvements there on
Lot Size 48 X 144

The purchase price to be paid as follows:

Vendee will pay \$9,500.00 in Cash
on del. of deed. Vendor agrees
to take a second Mortgage in the
amount of 3000.00 to be amortized
70.47 Per. Month for four years, including
Principal & interest

Special Conditions (if any):

Vendor agrees
finish lawn, finish front stoop -
rock wool curved basement windows
to pave road within 30 days
a joint 10 ft driveway is to be graded
to be used by Vendee - and Property on South
Joint 10 ft driveway to be 6 ft on South side of

The Vendor agrees to convey the above property with a General Warranty Deed with the usual covenants of title, same to be prepared at the expense of the Vendor.

Possession shall be delivered on Agreed on

Taxes, rents, and interest are to be prorated as of

and settlement to be made at the above agent's office, on or before _____, 19____
or as soon thereafter as title can be examined and papers prepared, allowing a reasonable time to correct any defects reported by the title examiner.

It is understood that the title is to be free and clear of all liens and indebtedness of every kind except the liens above mentioned.

It is understood that the property is to be conveyed subject to any recorded restrictions now thereon.

Risk of loss of the property to be conveyed shall remain upon the seller until delivery of deed.

PLEASE NOTE

The parties to this contract hereby acknowledge and agree that A. B. Davis is the agent who brought about the sale or exchange of the property herein sold or exchanged, and evidenced by the signing of this instrument, and the seller agrees to pay to A. B. Davis their regular commission which under this instrument is a lien on the property for commission. Be it further understood, and it is hereby agreed, that the deposit made by the purchaser as evidence of good faith and acknowledged herein by the Agent, in the event of the failure or refusal, or both, on the part of the purchaser to comply with this contract, shall first be subject to the payment of the commission hereby earned.

The Seller agrees to pay the full regular commission (_____) to A. B. Davis irrespective of any prior agreements or commitments to other realtors.

Witness the following signatures and seals made this _____ day of _____, 19____

Deposit Acknowledged

J. E. Early (SEAL)

Robert B. Pleasants (SEAL)

Robert B. Pleasants (SEAL)

(SEAL)

3
6/28/77 82
THIS DEED made this 28th day of October, 1963 by and between

J. E. EARLY, JR. and FAY V. EARLY, his wife, parties of the first part,
and ROBERT B. PLEASANTS and GERTRUDE B. PLEASANTS, husband and
wife, parties of the second part,

WITNESSETH:

That for and in consideration of the sum of TWELVE
THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$12,500.00) of which
Nine Thousand Five Hundred and No/100 Dollars (\$9,500.00) is cash in hand
paid by the parties of the second part to the parties of the first part, the
receipt of which is hereby acknowledged, and the balance of Three Thousand
and No/100 Dollars (\$3,000.00) is secured by a second lien deferred purchase
deed of trust from the Grantees to Robert E. Taylor and Orbin E. Carter,
Trustees of even date and described therein, parties of the first part do
hereby GRANT, BARGAIN, SELL and CONVEY, with GENERAL WARRANTY
OF TITLE, unto the said Robert B. Pleasants and Gertrude B. Pleasants,
as tenants by the entirety with the right of survivorship as at common law
the following described property:

That certain lot fronting 43 feet on the east side
of Early Street in Charlottesville, Virginia and
designated as Lot D on a plat of record in the
Clerk's Office of the Corporation Court in D. B.
179, p. 125. Lot D is a part of the revision of
Lots 8, 9, 10, 18, 19 and 20, Block 67 on a
plat of Belmont of record in the Clerk's Office
of the Circuit Court of Albemarle County in
D. B. 96, p. 72. The 12 foot alley shown on
the plat in D. B. 179, p. 125 was closed by
action of the Council of said City on June 17,
1963 and is recorded in Resolutions Closing
Streets Book 1, p. 13.

Block 67 on the plat of Belmont was conveyed
to J. E. Early by R. L. Burton by deed dated
January 26, 1917 and recorded in said Clerk's
Office in D. B. 79, p. 478 and D. B. 164, p. 228

respectively. J. E. Early died intestate on December 12, 1938 leaving J. E. Early, Jr. as his sole heir and his widow, Nellie N. Early. The dower rights of Nellie N. Early were conveyed to J. E. Early, Jr. by deed dated May 1, 1940 and recorded in said City Clerk's Office in D. B. 106, p. 88.

The parties hereto do hereby agree to establish a joint alleyway with an aggregate of 10 feet in width, 4 feet being situated along the southern boundary of Lot D above conveyed and 6 feet being situated along the northern boundary of Lot E as shown on said plat of record in the Clerk's Office of the Corporation Court of said City in D. B. 179, p. 125, with a depth from the east side of Early Street of 65 feet. The alleyway shall be used in common by the owners of said Lots D and E and shall be maintained equally at the cost of the owners of Lots D and E.

The parties of the first part do hereby grant the parties of the second part a non-exclusive easement over the northern 6 feet of Lot E for a distance of 65 feet eastward from the east side of Early Street and the parties of the second part do hereby grant to J. E. Early, Jr. a non-exclusive easement over the southern 4 feet of Lot D for a distance of 65 feet eastward from the east side of Early Street for the purpose of establishing said joint alleyway.

Subject to the foregoing, the parties of the first part covenant that they are seized in fee simple of the property hereby conveyed; that they have a perfect right to convey the same; that said property is free from encumbrances of any kind; and that they will execute such further assurances as may be requisite to secure to the parties of the second part quiet possession and complete enjoyment thereof.

WITNESS the following signatures and seals.

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF VIRGINIA

COUNTY OF ALBEMARLE, to-wit:

I, _____, a Notary Public in and
for the State and County aforesaid do hereby certify that J. E. Early, Jr.
and Fay V. Early whose names are signed to the foregoing writing dated
October 22, 1963 have, and each has, acknowledged the same before me in
my County aforesaid.

Given under my hand this _____ day of _____, 1963.

My commission expires: _____

Notary Public

STATE OF VIRGINIA

COUNTY OF ALBEMARLE, to-wit:

I, _____, a Notary Public in and for
the State and County aforesaid do hereby certify that Robert B. Pleasants and
Gertrude B. Pleasants whose names are signed to the foregoing writing
dated October 22, 1963 have, and each has, acknowledged the same before
me in my County aforesaid.

Given under my hand this _____ day of _____, 1963.

My commission expires: _____

Notary Public

TAYLOR, CAMBLOS AND MICHIE
ATTORNEYS AT LAW
CHARLOTTESVILLE, VIRGINIA

ROBERT E. TAYLOR
J. T. CAMBLOS
THOMAS J. MICHIE, JR.
RICHARD S. CALLAGHAN, JR.

601 E. MARKET STREET
TELEPHONE
293-6177

October 22, 1963

Mr. Orbin F. Carter
Attorney at Law
230 Court Square
Charlottesville, Virginia

Re: Early - Pleasants
Transaction

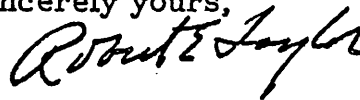
Dear Orbin:

I enclose a copy of a deed in the above transaction. You will note that in addition to conveying the property to Mr. and Mrs. Pleasants I have established a joint alleyway.

Please review the deed carefully and advise me if there are any changes to be made. I will have Mr. and Mrs. Early execute the deed and we will be ready to close it at your earliest convenience.

With kindest regards, I am

Sincerely yours,



RET:jc

Enclosure

cc: Mr. J. E. Early, Jr.
Mr. A. B. Davis

THIS DEED made this 28th day of October, 1963 by and between J. E. EARLY, JR. and FAY V. EARLY, his wife, parties of the first part, and ROBERT B. PLEASANTS and GERTRUDE B. PLEASANTS, his wife, parties of the second part,

WITNESSETH:

That for and in consideration of the sum of TWELVE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$12,500.00) of which Nine Thousand Five Hundred and No/100 Dollars (\$9,500.00) is cash in hand paid by the parties of the second part to the parties of the first part, the receipt of which is hereby acknowledged, and the balance of Three Thousand and No/100 Dollars (\$3,000.00) is secured by a second lien deferred purchase deed of trust from the Grantees to Robert E. Taylor and Orbin F. Carter, Trustees, of even date and described therein, parties of the first part do hereby GRANT, BARGAIN, SELL and CONVEY, with GENERAL WARRANTY OF TITLE, unto the said Robert B. Pleasants the following described property:

That certain lot fronting 48 feet on the east side of Early Street in Charlottesville, Virginia and designated as Lot D on a plat of record in the Clerk's Office of the Corporation Court in D. B. 179, p. 125. Lot D is a part of the revision of Lots 8, 9, 10, 18, 19 and 20, Block 67 on a plat of Belmont of record in the Clerk's Office of the Circuit Court of Albemarle County in D. B. 96, p. 72. The 12 foot alley shown on the plat in D. B. 179, p. 125 was closed by action of the Council of said City on June 17, 1963 and is recorded in Resolutions Closing Streets Book 1, p. 13.

Block 67 on the plat of Belmont was conveyed to J. E. Early by R. L. Burton by deed dated January 26, 1917 and recorded in said Clerk's Office in D. B. 79, p. 478 and D. B. 164, p. 228

respectively. J. E. Early died intestate on December 12, 1938 leaving J. E. Early, Jr. as his sole heir and his widow, Nellie N. Early. The dower rights of Nellie N. Early were conveyed to J. E. Early, Jr. by deed dated May 1, 1940 and recorded in said City Clerk's Office in D. B. 106, p. 88.

The parties hereto do hereby agree to establish a joint alleyway with an aggregate of 10 feet in width, 4 feet being situated along the southern boundary of Lot D above conveyed and 6 feet being situated along the northern boundary of Lot E as shown on said plat of record in the Clerk's Office of the Corporation Court of said City in D. B. 179, p. 125, with a depth from the east side of Early Street of 65 feet. The alleyway shall be used in common by the owners of said Lots D and E and shall be maintained equally at the cost of the owners of Lots D and E.

The parties of the first part do hereby grant the parties of the second part a non-exclusive easement over the northern 6 feet of Lot E for a distance of 65 feet eastward from the east side of Early Street and the parties of the second part do hereby grant to J. E. Early, Jr. a non-exclusive easement over the southern 4 feet of Lot D for a distance of 65 feet eastward from the east side of Early Street for the purpose of establishing said joint alleyway.

Subject to the foregoing, the parties of the first part covenant that they are seized in fee simple of the property hereby conveyed; that they have a perfect right to convey the same; that said property is free from encumbrances of any kind; and that they will execute such further assurances as may be requisite to secure to the parties of the second part quiet possession and complete enjoyment thereof.

[Signature] (SEAL)

Fay V. Early (SEAL)

Robert B Pleasants (SEAL)

Gertrude B. Pleasants (SEAL)

STATE OF VIRGINIA

COUNTY OF ALBEMARLE, to-wit:

I, Norma B. Pool, a Notary Public in and for the State and County aforesaid do hereby certify that J. E. Early, Jr. and Fay V. Early whose names are signed to the foregoing writing dated October 28, 1963 have, and each has, acknowledged the same before me in my County aforesaid.

Given under my hand this 28th day of October, 1963.

My commission expires: October 8, 1966

Norma B. Pool
Notary Public

STATE OF VIRGINIA

COUNTY OF ALBEMARLE, to-wit:

I, Ernest J. Brissett, a Notary Public in and for the State and County aforesaid do hereby certify that Robert B. Pleasants and Gertrude B. Pleasants whose names are signed to the foregoing writing dated October 28, 1963 have, and each has, acknowledged the same before me in my County aforesaid.

Given under my hand this 29th day of October, 1963.

My commission expires: November 29, 1964

Ernest J. Brissett
Notary Public

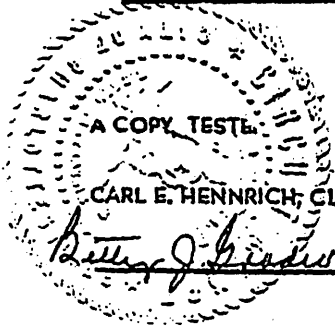
VIRGINIA:

In the Clerk's Office of the Corporation Court of
the City of Charlottesville.

The foregoing instrument of writing, together with certificate of acknowledgement
thereto annexed, was presented and admitted to record on the 29th day of
October 1963, at 11:40 o'clock, A. M.

Teste:

H. Stuart Hamner Clerk



CARL E. HENNRICH, CLERK

DEP. CLERK

CLOSING STATEMENT

J. E. EARLY, JR. AND WIFE TO ROBERT B. PLEASANTS

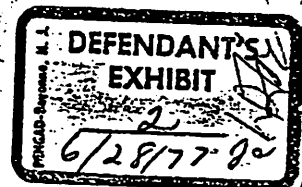
1206 Early Street

October 28, 1963

Sales Price		\$ 12,500.00
Paid with contract	\$ 500.00	
Taxes by Buyers and Sellers will pay 1963 taxes of \$5.60 on Lot D		1.00
Purchase money bond 2nd lien	3,000.00	
Balance due Sellers	<u>9,001.00</u>	
	\$12,501.00	\$ 12,501.00

Record deed: 30.50
" Trust: 23.25
Fee 50.00
Taxes 1.00

104.75



This Deed, made this 28th day of October, 1963.

by and between Robert B. Pleasants and Gertrude B. Pleasants, husband and wife of the first part (hereinafter designated as the Grantors) and Orbin F. Carter and C. T. O'Neill, of Charlottesville, Virginia,

Trustees, of the second part (hereinafter designated as the Trustees).

Witnesseth: That for and in consideration of \$5.00 cash in hand paid, the receipt whereof is hereby acknowledged, the Grantors do hereby grant, bargain, sell and convey unto the said Trustees, with GENERAL WARRANTY of title, the following described property, to-wit:

All that certain lot or parcel of land with the improvements thereon and the appurtenances thereto belonging, situated in the City of Charlottesville, Virginia, fronting 48 feet on the east side of Early Street, designated as Lot D on plat recorded in the Clerk's Office of the Corporation Court for said City in D. B. 179, page 125, being the same property conveyed to the parties of the first part herein by deed of J. E. Early, Jr. and wife, dated October 22, 1963, of record just prior hereto. Reference to said deed and plat is here made for a more complete and particular description of the property hereby conveyed.



In Trust to secure a debt of \$9,000.00

evidenced by Five

First Mortgage Real Estate Bonds, payable to the Bearer numbered and payable as follows:

Bonds Nos. 1-4, inclusive, for \$1,000.00 each, and Bond No. 5 for \$5,000.00, all payable 5 years after date. Bonds Nos. 2-5 contain this payment provision: "Right is reserved to anticipate payment of this bond after one year, at 101%, after 60 days' prior notice."

said

All of which bonds are of even date herewith and bear interest at the rate of SIX per centum per annum, from date until paid, payable semi-annually, which interest installments are evidenced by coupons attached to each of the bonds, which bonds contain waiver of homestead exemption and, with the coupons thereto attached, are payable at the office of ~~XXXXXX~~ MORTGAGE CORPORATION, Charlottesville, Virginia, and are signed by the said

O'NEILL REALTY AND

parties of the first part.

Said bonds are identified as secured by this deed by certificate of the Trustees endorsed thereon.

It is covenanted and agreed between the parties aforesaid and all persons holding bonds and coupons secured hereunder, or other persons making advancements for interest, taxes or insurance, as follows:

ART. I. The said grantors will deposit with the said corporation, five (5) days before each interest due date enough money to pay the semi-annual interest, to be held by said corporation and applied to the payment of said interest; will pay all taxes, and assessments upon said property, before any penalty or interest is added so long as the debt hereby secured remains unpaid, and will keep the improvements insured in good insurance companies, to be approved by the trustees, for such sum or sums as the trustees in their discretion may deem sufficient for the protection of the bondholders herein secured, payable in accordance with the New York Standard Mortgage clause, to the said trustees.

In case of fire destroying the improvements, in whole or in part, upon the property hereby conveyed, moneys collected upon such insurance policies shall be applied by the trustees, first to the cost of collecting such insurance, including a reasonable compensation to the trustees, and an attorney's fee, if an attorney be employed, second to the payment ratably of the bonds hereby secured, then unpaid, or, the trustees may if they see fit, having regard to the protection of the security of the bondholders, apply such insurance moneys either (1) to the payment of certain bonds and interest thereon accrued in full, or (2) to the construction of improvements upon said property, or (3) part to payment of bonds and interest as aforesaid and the remaining part to construction of improvements as aforesaid.

ART. II. If default be made in the payment of the principal or interest of said debt or of any taxes, or assessments on said property or of any insurance premium on the improvements thereon, when they become due, or in case any insurance be not effected, or renewed, as aforesaid, the trustees upon request by the holder of any of said bonds or any of said coupons, or when they think proper shall sell the property; and all of said bonds shall immediately become due and payable.

Sale shall be at public auction at such time, and place, and upon such terms as may be determined by the trustees, after having first advertised the said time and place and terms of sale for twenty days by handbills posted in the county or city wherein the property lies any by such additional advertisement as the trustees deem advisable.

The proceeds of sale, after deducting all expenses of such sale, and advancements, including any necessary attorneys' fees, and a trustees commission of five per cent on the gross proceeds of sale, shall be applied ratably to the payment of the said bonds then unpaid, which are to be then paid, whether due or not, and all interest which shall have accrued on said bonds, and after satisfying all of said bonds with accrued interest thereon, the residue, if any, shall be paid to the grantors, heirs or assigns.

D. B. 246, p. 588

In all respects not herein otherwise provided, all parties hereto as well as all other parties claiming hereunder shall be governed by Section 55-59 of the Code of Virginia.

ART. III. That upon request of the said grantors or their assigns, and upon production to said trustees of any of the bonds and coupons issued and secured by this deed, or upon proof to said trustees of the loss or destruction of any of said bonds or coupons, and that such bonds or coupons lost or destroyed having been fully paid then the trustees shall be fully authorized, and it shall be their duty to release at the cost of the releasee the lien of this deed of trust, by marginal release or by release deed so far as it secures said bonds produced as aforesaid, or payment of which has been proved as aforesaid.

That the recital or certificate by the said trustee of the facts aforesaid, upon which such release may be made, shall be conclusive evidence of such facts, so far as any person may be concerned who may acquire an interest in said property, whether by purchase, encumbrance, or otherwise.

The trustees aforesaid or any person substituted to that office shall incur no liability in an act hereunder in the absence of fraud or gross neglect.

If either of the trustees named be unable or declines to act, then the other trustee shall act alone, just as if he were the only trustee named herein.

Witness the following signatures and seals the day and year first above written.

Robert B. Pleasants (SEAL.)
Robert B. Pleasants

Gertrude B. Pleasants (SEAL.)
Gertrude B. Pleasants

STATE OF VIRGINIA

COUNTY of ALBEMARLE

To-wit:

I, Spencer J. Smith, a Notary Public in and for the
County of Albemarle and State of Virginia,

do hereby certify that
Robert B. Pleasants and Gertrude B. Pleasants,

whose names are signed to the writing above, bearing date of the 28th day October, 1963,
have and each has acknowledged the same before me in my County aforesaid.

My commission expires on the 29th day of December, 1964

Given under my hand this 29th day of October, 1963.

Spencer J. Smith
Notary Public.

VIRGINIA:

In the Clerk's Office of the Corporation Court of
the City of Charlottesville.

The foregoing instrument of writing, together with certificate of acknowledgement
and admitted to record on the 29th day of

D.B. 246 p. 589

This Deed made this 28th day of October, 1963, by and between

Robert B. Pleasants and Gertrude B. Pleasants, husband and wife,
parties of the first part, and Robert E. Taylor and Orbin F. Carter,
of Charlottesville, Virginia, Trustees as hereinafter mentioned, hereinafter called Trustees, parties
of the second part,

Witnesseth

That for and in consideration of the provisions of this deed and of five dollars cash in hand paid
by the said Trustees to the parties of the first part, receipt whereof is hereby acknowledged, the
said parties of the first part hereby grant, bargain and sell, and convey unto said
Trustees, with general warranty of title,

All that certain lot or parcel of land with
the improvements thereon and the appurtenances thereto belonging,
situated in the City of Charlottesville, Virginia, fronting 48 feet
on the east side of Early Street, designated as Lot D on a plat recorded
in the Clerk's Office of the Corporation Court for said City in D. B.
179, page 125, being the same property which was conveyed to the parties
of the first part herein by deed of J. E. Early, Jr. and wife, of even
date, recorded just prior hereto. Reference to said deed and plat is
here made for a more complete and particular description of the property
hereby conveyed, which is subject to a joint alleyway, as therein set
forth and established.

This deed of trust is subordinate in all respects
to the lien of a deed of trust of even date, recorded just prior hereto,
from the parties of the first part herein to C. T. O'Neill, et al, Truste
conveying said property in trust to secure a debt of \$9,000.00.

The debt of \$3,000.00, evidenced by the Second Trust Bond
herein described and secured, has been fully paid, therefore the lien
of this DEED of TRUST is hereby released and marked satisfied

16th day of January 1968

In Trust Nevertheless to secure a certain debt of the said

parties of the first part

in the sum of \$3,000.00 (Three Thousand Dollars)
evidenced by their one purchase-money bond bearing even date with this deed
payable on demand to the order of J. E. Early, Jr.,

which bond bears interest at the rate of six per centum per annum, payable
monthly ~~annually~~ from date till paid and contains waiver of homestead exemption,
and the following payment provisions:

"But no demand will be made for payment of this bond so
long as the sum of \$70.46 is paid hereon each month, on the 28th day
thereof, beginning November 28, 1963, said payments to be applied first
to interest and balance to principal."

The said parties of the first part
covenant as by statute in this case made and provided except as herein otherwise expressly
set out;

1. Renewal or extension permitted.
2. Insurance required to the full insurable value of all improvements upon said property
whether now or subsequently erected.
3. In the event of default in the payment of said debt or any installment of interest thereon
or any part of said debt or interest or in the event of the breach of any covenants entered into or
imposed by this deed then upon request of any holder of ~~of the~~ bond

hereby secured, the Trustees, either of whom is authorized to act in the absence, refusal or incapacity of the other so to do, may take possession of the property hereby conveyed and shall proceed to sell the same at public auction; advertisement required being three weeks by handbills posted in Charlottesville, Virginia. Such sale shall be upon the following terms: cash as to so much of the proceeds as may be necessary to defray expenses of executing this trust including a Trustees' commission of five per centum of the gross proceeds of sale and to discharge the amount of the debt hereby secured unpaid, which is to be then paid whether due at that time or not and if there be any residue, the same shall be made payable at such time and secured in such manner as the said

parties of the first part, their

heirs or assigns shall in writing prior to advertisement direct, or in case of failure to give such direction, as the Trustees shall think fit.

In the event the Trustees are requested to sell the property described and the bondholders thereafter request the sale to be called off, the grantor agrees to pay the Trustees a reasonable fee for services rendered in connection with the proposed sale.

Witness the following signature s and seals the day and year first above written.

Robert B. Pleasants [SEAL]

Gertrude B. Pleasants [SEAL]

STATE OF VIRGINIA

COUNTY

of ALBEMARLE

, to-wit:

I, James I. Simpelt, a Notary Public

in and

for the County and State aforesaid, do certify that

Robert B. Pleasants and Gertrude B. Pleasants,

whose name s are signed to the foregoing writing, bearing date on the 28th day of October, 1963, have and each has acknowledged the same before me in my County aforesaid.

Given under my hand this 28th day of October, 1963.

My commission expires the 29th day of November, 1964.

James I. Simpelt Notary Public

VIRGINIA:-

In the Clerk's Office of the Corporation Court of the City of Charlottesville.

The foregoing instrument of writing, together with certificate of acknowledgement thereto annexed, was presented and admitted to record on the 29th day of

This Deed made this 26th day of February, 1968, by and between

Robert B. Pleasants and Gertrude B. Pleasants, husband and wife,

parties of the first part, and Orbin F. Carter and C. T. O'Neill,

of Charlottesville, Virginia, Trustees as hereinafter mentioned, hereinafter called Trustees, parties of the second part,

Witnesseth

That for and in consideration of the provisions of this deed and of five dollars cash in hand paid by the said Trustees to the parties of the first part, receipt whereof is hereby acknowledged, the said parties of the first part hereby grant, bargain and sell, and convey unto said Trustees, with general warranty of title,

1. All that certain lot of land situated in the City of Charlottesville, Virginia, on the east side of Early Street, designated as Lot D on plat recorded in the Clerk's Office of the Corporation Court for said City in D. B. 179, page 125, being the same property conveyed to the parties of the first part herein by deed of J. E. Early, Jr. and wife, dated October 22, 1963, recorded in said Clerk's Office in D. B. 246, page 583. This land is subject to a prior deed of trust for \$9,000.00, recorded in said Clerk's Office in D. B. 2 page 586, securing a loan from O'Neill Realty and Mortgage Corporation.

2. All that certain lot of land situated in said City, on the east side of Early Street, designated as Lot F on said plat, being the same property conveyed to the parties of the first part herein by deed of J. E. Early, Jr. and wife, dated February 15, 1968, on record just prior hereto.

BOOK 296 PAGE 134

In Trust Nevertheless to secure a certain debt of the said

parties of the first part

in the sum of \$2,150.00 (Two Thousand One Hundred Fifty Dollars)
evidenced by their one bond bearing even date with this deed
payable on demand to bearer at National Bank and Trust Company,

which bond bears interest at the rate of six per centum per annum, payable
semi-annually from date till paid and contains waiver of homestead exemption.

Released in error by
Oliver F. Carter, Attorney.
Deed of Trust re-recorded on
June 4, 1970.

The said parties of the first part
covenant as by statute in this case made and provided except as herein otherwise expressly
set out;

1. Renewal or extension permitted.
2. Insurance required to the full insurable value of all improvements upon said property whether now or subsequently erected.
3. In the event of default in the payment of said debt or any installment of interest thereon or any part of said debt or interest or in the event of the breach of any covenants entered into or imposed by this deed then upon request of any holder of the bond

hereby secured, the Trustees, either of whom is authorized to act in the absence, refusal or incapacity of the other so to do, may take possession of the property hereby conveyed and shall proceed to sell the same at public auction; advertisement required being three weeks by handbills posted in Charlottesville, Virginia. Such sale shall be upon the following terms: cash as to so much of the proceeds as may be necessary to defray expenses of executing this trust including a Trustees' commission of five per centum of the gross proceeds of sale and to discharge the amount of the debt hereby secured unpaid, which is to be then paid whether due at that time or not and if there be any residue, the same shall be made payable at such time and secured in such manner as the said

parties of the first part, their

heirs or assigns shall in writing prior to advertisement direct, or in case of failure to give such direction, as the Trustees shall think fit.

In the event the Trustees are requested to sell the property described and the bondholders thereafter request the sale to be called off, the grantor agrees to pay the Trustees a reasonable fee for services rendered in connection with the proposed sale.

Witness the following signatures and seals the day and year first above written.

Robert B. Pleasants [SEAL]
Robert B. Pleasants
Gertrude B. Pleasants [SEAL]
Gertrude B. Pleasants

STATE OF VIRGINIA

COUNTY of ALBEMARLE, to-wit:

I, Wm. M. Mose, a Notary Public in and for the County and State aforesaid, do certify that

Robert B. Pleasants and Gertrude B. Pleasants,

whose names are signed to the foregoing writing, bearing date on the 26th day of February, 1968, have and each has acknowledged the same before me in my County aforesaid.

Given under my hand this 27 day of February, 1968.
My commission expires the 13 day of October, 1968

Wm. M. Mose Notary Public



STATE TAX
CITY TAX
TRANS.
FEE
PLAT
SEC. 58-54(b)
TOTAL *pd.*

BOOK 303 PAGE 191

15-29

This Deed, made this 28th day of October, 1968,
by and between Robert B. Pleasants and Gertrude B. Pleasants, husband and wife
of the first part (hereinafter designated as the Grantors) and Orbin F. Carter and Carroll Wright
of Charlottesville, Virginia,

Trustees, of the second part (hereinafter designated as the Trustees).

Witnesseth: That for and in consideration of \$5.00 cash in hand paid, the receipt whereof is
hereby acknowledged, the Grantors do hereby grant, bargain, sell and convey unto the said Trustees, with
GENERAL WARRANTY of title, the following described property, to-wit:

All that certain lot or parcel of land, with the
improvements thereon and the appurtenances thereto belonging, situated
in the City of Charlottesville, Virginia, on Early Street, designated
as Lot D on plat recorded in the Clerk's Office of the Corporation Commission
for said City in D. B. 179, page 125, being the same property conveyed
to the Grantors herein by deed of J.E. Early, Jr. and wife, dated
October 22, 1963, of record in said Clerk's Office in D. B. 246, page
526.

Not a - Quail Lane, Charlottesville, Virginia

In Trust to secure a debt of \$9,250.00

evidenced by 9

First Mortgage Real Estate Bonds, payable to the Bearer numbered and payable as follows: Bonds Nos. 1-5, inclusive, for \$300.00 each, payable 1-5 years after date, respectively; Bond No. 6, for \$750.00, and Bonds Nos. 7 and 8, for \$1,000.00 each, and Bond No. 9, for \$5,000.00, all payable 5 years after date,

all of which bonds are of even date herewith and bear interest at the rate of 7 per centum per annum, from date until paid, payable semi-annually, which interest installments are evidenced by coupons attached to each of the bonds, which bonds contain waiver of homestead exemption and, with the coupons thereto attached, are payable at the office of ~~DECEASED~~ MORTGAGE CORPORATION, Charlottesville, Virginia, and are signed by the said O'NEILL REALTY AND

parties of the first part.

Each of said bonds contains the following anticipation of payment privilege: "Right is reserved to anticipate payment of this bond at any time, at 101%, after 60 days' notice."

Said bonds are identified as secured by this deed by certificate of the Trustees endorsed thereon.

It is covenanted and agreed between the parties aforesaid and all persons holding bonds and coupons secured hereunder, or other persons making advancements for interest, taxes or insurance, as follows:

ART. I. The said grantors will deposit with the said corporation, five (5) days before each interest due date enough money to pay the semi-annual interest, to be held by said corporation and applied to the payment of said interest; will pay all taxes, and assessments upon said property, before any penalty or interest is added so long as the debt hereby secured remains unpaid, and will keep the improvements insured in good insurance companies, to be approved by the trustees, for such sum or sums as the trustees in their discretion may deem sufficient for the protection of the bondholders herein secured, payable in accordance with the New York Standard Mortgage clause, to the said trustees.

In case of fire destroying the improvements, in whole or in part, upon the property hereby conveyed, moneys collected upon such insurance policies shall be applied by the trustees, first to the cost of collecting such insurance, including a reasonable compensation to the trustees, and an attorney's fee, if an attorney be employed, second to the payment ratably of the bonds hereby secured, then unpaid, or, the trustees may if they see fit, having regard to the protection of the security of the bondholders, apply such insurance moneys either (1) to the payment of certain bonds and interest thereon accrued in full, or (2) to the construction of improvements upon said property, or (3) part to payment of bonds and interest as aforesaid and the remaining part to construction of improvements as aforesaid.

ART. II. If default be made in the payment of the principal or interest of said debt or of any taxes, or assessments on said property or of any insurance premium on the improvements thereon, when they become due, or in case any insurance be not effected, or renewed, as aforesaid, the trustees upon request by the holder of any of said bonds or any of said coupons, or when they think proper shall sell the property; and all of said bonds shall immediately become due and payable.

Sale shall be at public auction at such time, and place, and upon such terms as may be determined by the trustees, after having first advertised the said time and place and terms of sale for twenty days by handbills posted in the county or city wherein the property lies any by such additional advertisement as the trustees deem advisable.

The proceeds of sale, after deducting all expenses of such sale, and advancements, including any necessary attorneys' fees, and a trustees commission of five per cent on the gross proceeds of sale, shall be applied ratably to the payment of the said bonds then unpaid, which are to be then paid, whether due or not, and all interest which shall have accrued on said bonds, and after satisfying all of said bonds with accrued interest thereon, the residue, if any, shall be paid to the grantors, heirs or assigns.

In all respects not herein otherwise provided, all parties hereto as well as all other parties claiming hereunder shall be governed by Section 55-59 of the Code of Virginia.

ART. III. That upon request of the said grantors or their assigns, and upon production to said trustees of any of the bonds and coupons issued and secured by this deed, or upon proof to said trustees of the loss or destruction of any of said bonds or coupons, and that such bonds or coupons lost or destroyed having been fully paid then the trustees shall be fully authorized, and it shall be their duty to release at the cost of the releasee the lien of this deed of trust, by marginal release or by release deed so far as it secures said bonds produced as aforesaid, or payment of which has been proved as aforesaid.

That the recital or certificate by the said trustee of the facts aforesaid, upon which such release may be made, shall be conclusive evidence of such facts, so far as any person may be concerned who may acquire an interest in said property, whether by purchase, encumbrance, or otherwise.

The trustees aforesaid or any person substituted to that office shall incur no liability in an act hereunder in the absence of fraud or gross neglect.

If either of the trustees named be unable or declines to act, then the other trustee shall act alone, just as if he were the only trustee named herein.

This deed of trust is also given to secure the payment to O'Neill Realty and Mortgage Corporation, Charlottesville, Virginia, of any unpaid brokerage fee for placing the loan. In the event of sale hereunder, the payment of such fee to O'Neill Realty and Mortgage Corporation, its successors and assigns, shall be subordinate to the payment of the bonds secured hereby. The lien for payment of such fee shall be considered released when the lien of this deed of trust is released in the normal manner upon payment and cancellation of the bonds secured hereby.

Witness the following signatures and seals the day and year first above written.

Robert B. Pleasants (SEAL)
Robert B. Pleasants

Gertrude B. Pleasants (SEAL)
Gertrude B. Pleasants

STATE OF VIRGINIA

COUNTY of ALBEMARLE

To-wit:

I, Maxim M. Mason, a Notary Public in and for the
County of Albemarle and State of Virginia,

do hereby certify that Robert B. Pleasants and Gertrude B. Pleasants,
whose names are signed to the writing above, bearing date of the 28th. day of October, 1968,

have and each has acknowledged the same before me in my County aforesaid.

My commission expires on the 23 day of October, 1972

Given under my hand this 25 day of November, 1968

Maxim M. Mason
Notary Public.

This Deed made this 26th day of February, 1968, by and between Robert B. Pleasants and Gertrude B. Pleasants, husband and wife,

parties of the first part, and Orbin F. Carter and C. T. O'Neill, of Charlottesville, Virginia, Trustees as hereinafter mentioned, hereinafter called Trustees, parties of the second part,

Witnesseth

That for and in consideration of the provisions of this deed and of five dollars cash in hand paid by the said Trustees to the parties of the first part, receipt whereof is hereby acknowledged, the said parties of the first part hereby grant, bargain and sell, and convey unto said Trustees, with general warranty of title,

1. All that certain lot of land situated in the City of Charlottesville, Virginia, on the east side of Early Street, designated as Lot D on plat recorded in the Clerk's Office of the Corporation Court for said City in D. B. 179, page 125, being the same property conveyed to the parties of the first part herein by deed of J. E. Early, Jr. and wife, dated October 22, 1963, recorded in said Clerk's Office in D. B. 246, page 583. This land is subject to a prior deed of trust for \$9,000.00, recorded in said Clerk's Office in D. B. 246, page 586, securing a loan from O'Neill Realty and Mortgage Corporation.

2. All that certain lot of land situated in said City, on the east side of Early Street, designated as Lot F on said plat, being the same property conveyed to the parties of the first part herein by deed of J. E. Early, Jr. and wife, dated February 15, 1968, of record just prior hereto.

In Trust Nevertheless to secure a certain debt of the said

parties of the first part

in the sum of \$2,150.00 (Two Thousand One Hundred Fifty Dollars)
evidenced by their one bond bearing even date with this deed
payable on demand to bearer at National Bank and Trust Company,

which bond bears interest at the rate of six per centum per annum, payable
semi-annually from date till paid and contains waiver of homestead exemption.

The said parties of the first part
covenant as by statute in this case made and provided except as herein otherwise expressly
set out;

1. Renewal or extension permitted.
2. Insurance required to the full insurable value of all improvements upon said property whether now or subsequently erected.
3. In the event of default in the payment of said debt or any installment of interest thereon or any part of said debt or interest or in the event of the breach of any covenants entered into or imposed by this deed then upon request of any holder of the bond

hereby secured, the Trustees, either of whom is authorized to act in the absence, refusal or incapacity of the other so to do, may take possession of the property hereby conveyed and shall proceed to sell the same at public auction; advertisement required being three weeks by handbills posted in Charlottesville, Virginia. Such sale shall be upon the following terms: cash as to so much of the proceeds as may be necessary to defray expenses of executing this trust including a Trustees' commission of five per centum of the gross proceeds of sale and to discharge the amount of the debt hereby secured unpaid, which is to be then paid whether due at that time or not and if there be any residue, the same shall be made payable at such time and secured in such manner as the said

parties of the first part, their

heirs or assigns shall in writing prior to advertisement direct, or in case of failure to give such direction, as the Trustees shall think fit.

In the event the Trustees are requested to sell the property described and the bondholders thereafter request the sale to be called off, the grantor agrees to pay the Trustees a reasonable fee for services rendered in connection with the proposed sale.

Witness the following signatures and seals the day and year first above written.

Robert B. Pleasants [SEAL]
Robert B. Pleasants
Gertrude B. Pleasants [SEAL]
Gertrude B. Pleasants

STATE OF VIRGINIA

COUNTY of ALBEMARLE, to-wit:

I, *William M. Mame*, a Notary Public in and for the County and State aforesaid, do certify that

Robert B. Pleasants and Gertrude B. Pleasants,

whose names are signed to the foregoing writing, bearing date on the 26th day of February, 1968, have and each has acknowledged the same before me in my County aforesaid.

Given under my hand this 27 day of February, 1968.
My commission expires the 13 day of October, 1968

William M. Mame Notary Public

VIRGINIA:-

In the Clerk's Office of the Corporation Court of the City of Charlottesville.

The foregoing instrument of writing, together with certificate of acknowledgement

THIS DEED OF TRUST made this 28th day of October, 1973, by and between ROBERT B. PLEASANTS and GERTRUDE B. PLEASANTS, husband and wife, parties of the first part, and GEORGE H. GILLIAM of Charlottesville, Virginia and HENRY W. MACLIN, JR., of Albemarle County, Virginia, Trustees as hereinafter mentioned, hereinafter called Trustees, parties of the second part,

W I T N E S S E T H:

That for and in consideration of the provisions of this deed and of five dollars cash in hand paid by the said Trustees to the parties of the first part, receipt whereof is hereby acknowledged, the said parties of the first part hereby GRANT, BARGAIN, SELL and CONVEY unto said Trustees, with the GENERAL WARRANTY OF TITLE, all that certain lot or parcel of land, with the improvements thereon and the appurtenances thereto belonging, situated in the City of Charlottesville, Virginia, on Early Street, designated as Lot D on plat recorded in the Clerk's Office of the Circuit Court of the said City in Deed Book 179, page 125, being the same property conveyed to the Grantors herein by deed of J. E. Early, Jr. and wife, dated October 28, 1963, of record in said Clerk's Office in Deed Book 246, page 583.

IN TRUST NEVERTHELESS, to secure a certain debt of the said parties of the first part, or either of them, in the original principal amount of \$9,500.00 evidenced

by twelve (12) real estate bonds bearing even date with this deed payable to BEARER at O'NEILL REALTY AND MORTGAGE CORPORATION, Charlottesville, Virginia, as follows:

<u>Bond No.</u>	<u>Amount</u>	<u>Maturity</u>	<u>Bond No.</u>	<u>Amount</u>	<u>Maturity</u>
1	\$ 500	10/28/74	7	\$1,000	10/28/78
2	500	10/28/75	8	1,000	10/28/78
3	500	10/28/76	9	1,000	10/28/78
4	500	10/28/77	10	1,000	10/28/78
5	1,000	10/28/78	11	1,000	10/28/78
6	1,000	10/28/78	12	500	10/28/78

BOOK 351 PAGE 511

which bonds bear interest at the rate of 8-1/2 per centum per annum, payable semi-annually from date until paid.

The bonds hereby secured may be called by the makers thereof by giving thirty (30) days written notice of intention to call, such notice to be given to O'Neill Realty and Mortgage Corporation as agent for the bondholders, and by depositing with said Corporation, on or before the call date, the principal amount of all called bonds, plus a premium in the amount of one-twelfth (1/12) of the amount of interest to be due with respect to said called bonds during the next following twelve calendar month period, plus, in addition, the sum of Ten Dollars (\$10.00) to defray the expenses and costs of calling and releasing said bonds and this deed of trust.

The said parties of the first part covenant as by statute in this case made and provided except as herein otherwise expressly set out;

1. Renewal or extension permitted.

2. Insurance required to the full insurable value of all improvements upon said property whether now or subsequently erected.

3. In the event of default in the payment of said debt or any installment of interest thereon or any part of said debt or interest or in the event of the breach of any covenants entered into or imposed by this deed or by law, then upon the request of any beneficiary, the Trustee shall forthwith declare all the debts and obligations secured by this deed of trust at once due and payable and shall take possession of the property hereby conveyed and shall proceed to sell the same at public auction upon such terms and conditions as the Trustees may deem best; advertisement required three weeks by handbills posted in Charlottesville, Virginia.

BOOK 351 PAGE 512

4. Should such advertisement not be followed by sale pursuant thereto, the Trustees shall be entitled to a commission from the parties of the first part of two and one-half per centum of the unpaid principal amount of the debt secured hereby, plus their actual expenses.

5. Exemptions waived.

6. Either of the Trustees may act alone in the event of the absence, refusal or incapacity of the other so to do.

7. In the event of any default in the payment of interest or principal of any of the above mentioned bonds or in the performance of any of the terms, provisions, or conditions of this deed of trust, O'Neill Realty & Mortgage Corporation shall have and is hereby granted the right to take and keep possession of the said premises and to collect all the rents, issues and profits thereof until all of the said bonds shall have been fully paid and satisfied and shall apply said rents, issues and profits to the satisfaction of said bonds and all other obligations arising hereunder.

8. The parties of the first part acknowledge receipt on the 22nd day of October 1973 of full disclosure under truth in lending laws, as well as receipt on that day (the date of consummation of this transaction), of notice in proper form of their right to rescind this credit transaction. They understand that no money will be disbursed, other than in escrow, until the right to rescind has expired.

9. Five days prior to each interest date, the parties of the first part agree to deposit with O'Neill Realty and Mortgage Corporation sufficient money to pay the interest and principal then becoming due, said money to be held by said Corporation and applied to the payment of such interest. In the event that said amounts are not so deposited, the parties of the first part shall pay a penalty of \$3.00 per day for each day of delinquency.

10. The parties of the first part agree to maintain in force during the term of the obligation secured hereby all insurance required under the terms of their loan agreement with O'Neill Realty & Mortgage Corporation, whether liability, casualty, or life insurance. Should any premium in respect to said insurance not be paid when due, O'Neill Realty & Mortgage Corporation may, at its option, advance on behalf of the parties of the first part such sums as may be necessary to pay said insurance premiums and pay said premiums for the parties of the first part; any sums thus advanced shall be added to the principal balance of the obligation hereby secured, and shall bear interest at the rate of 8% per annum from the date of such advancement until paid, and repayment of such advancements with interest thereon shall be secured by this deed of trust.

WITNESS the following signatures and seals the day and year first above written.

Robert B. Pleasants (SEAL)
Robert B. Pleasants

Gertrude B. Pleasants (SEAL)
Gertrude B. Pleasants

STATE OF VIRGINIA

COUNTY OF ALBEMARLE, to-wit:

The foregoing instrument was acknowledged before me by ROBERT B. PLEASANTS AND GERTRUDE B. PLEASANTS this 29 day of October, 1973.

My commission expires: October 19, 1975

Sandra M. Mays
Notary Public

VIRGINIA:~

In the Clerk's Office of the Circuit Court of
the City of Charlottesville.

The foregoing instrument of writing, together with certificate of acknowledgement thereto annexed,
was presented and admitted to record on the 29th day of October, 1972,
10:00 o'clock, A.M. The taxes imposed by 58-54.1 in the amount of \$ have been paid.

Teste:-

Carl F. Henrich Clerk

- 4 -

A COPY TESTE

THIS AGREEMENT, made this 8th day of January, 1975, by and between ROBERT BRUCE PLEASANTS, hereinafter called husband and GERTRUDE LUCILLE PLEASANTS, hereinafter called wife.

W I T N E S S E T H:

WHEREAS, the parties hereto are husband and wife but are now living separate and apart from each other because of certain differences which have arisen between them, and there appears to be no probability of reconciliation; and

WHEREAS, two children have been born of this marriage, to-wit: Diana Lynn Pleasants, born April 5, 1960 and Karen Sue Pleasants, born June 19, 1963; and

WHEREAS, the parties hereto desire to confirm their separation and make arrangements in connection therewith, including the settlement of all questions relating to the care, custody, and support of their infant children, their property rights and other obligations arising out of the marital relationship;

NOW THEREFORE, in consideration of the premises and the mutual covenants and undertakings hereinafter set forth, it is agreed as follows:

1. It shall be lawful for each of said parties, at all times hereafter, to live and continue to live separate and apart from each other and to reside from time to time at such place and places, and with such person or persons, as either of such parties may see fit and conduct, carry on and engage in any employment, business or trade which either may deem fit, free from any control, restraints, or interference directly or indirectly by the other.

2. That neither party shall molest the other, nor compel nor attempt to compel the other to cohabit with him or her by any legal or other action or proceeding for the restitution of the conjugal rights or otherwise.

3. The care and custody of the infant children is to be with the wife, with reasonable rights of visitation at all times

with and to the husband. Such rights shall not be exercised at the home of the wife. Proper advance arrangements shall be made by the husband with respect to the exercise of these visitation rights, such arrangements to include notification as to the children's expected whereabouts during visitation.

4. The wife hereby renounces any and all claim to alimony or support for herself from the husband and it is expressly agreed that the husband shall not pay any alimony now or in the future.

5. The husband shall pay the wife the sum of \$100.00 per month for the support of the infant children. As the husband has agreed to assume the full responsibility for debts and obligations hereinafter detailed, the amount of support payment has been temporarily fixed at a minimal figure and does not reflect the needs of the infant children.

Support payments shall continue in this amount through April, 1975, at which time the expenses of the children and the financial condition of the husband shall be reviewed and support payments fixed at whatever amount the parties agree is expedient under the conditions and circumstances existing at the time.

The wife agrees to keep in effect a major medical policy covering the children and to pay the premiums thereon through April, 1975. Thereafter, the husband shall provide such coverage for the infant children, either through group insurance obtainable at his place of employment or through whatever means the parties agree is satisfactory at the time.

The husband agrees to be responsible, to the extent of his ability to pay, for any medical expenses, including orthodontic and dental expenses, incurred for the benefit and welfare of the children and not covered by the hospitalization policy.

be considered additional to and not includable within amounts due for support.

6. The husband and the wife own jointly, as tenants by the entirety, certain real estate situated in the City of Charlottesville, Virginia, and more particularly described as follows: a certain lot or parcel of land with improvements thereon and appurtenances thereunto belonging fronting 48 feet on the east side of Early Street and designated as Lot D on a plat of record in the Clerk's Office of the Circuit Court of the City of Charlottesville in Deed Book 179, page 125.

The husband shall continue to occupy the afore-described premises until the parties hereto are finally divorced providing that he pay all taxes and insurance premiums when due and make all payments due on the liens thereon.

7. The husband and the wife have heretofore divided their personal property to their mutual satisfaction and henceforth, each of the parties shall own, have and enjoy, independently of any claim or right of the other party all items of such personal property, of every kind, nature, and description where-soever situated.

8. The husband shall pay and save the wife harmless from the payment of the Commercial Credit Union debt, the NATPAC debt, the Parks Finance debt, and the Joe the Motorist's Friend debt, and all small bills in his name alone.

9. Each party, except as herein otherwise provided, does hereby release the other, and his or her respective legal representatives, successors, and assigns, from all causes of actions, claims, rights or demands whatsoever which either had or nor has against the other except any cause of action of divorce, and specifically relinquishes any rights, titles or interest in or to any past, present, or future earnings, accumulations, money or property of the other.

10. All property and monies received and retained by the parties pursuant hereto shall be separate property of the respective parties, free and clear of any rights, interest, or claim of the other party and each party shall have the right to deal with, and dispose of, his or her separate property, both real and personal as fully and effectively as if the parties had never been married.

11. Neither of the parties shall contract at any time, or times, in the name of the other party or in any way subject him or her to liability for any debt or debts for which either party might in any way become liable.

12. As and when the parties are finally divorced, except as otherwise provided in this agreement, each party shall stand released and discharged of and free from any and all rights, demands or obligations arising out of or by virtue of the marital relationship of the parties, including, without limiting the generality of the foregoing, dower rights, curtesy, homestead rights, rights to use of the mansion house, rights of election regarding the estate of the other, or to take against the will of the other rights of inheritance or distribution in the event of intestacy, rights to act as executor or administrator of the estate of the other, and all similar or related rights, under the laws of any state or territory of the United States, or of any foreign country, as such laws exist or may hereafter be enacted or amended. Each party will, upon request of the other, execute good and sufficient release of dower or curtesy to the other, or to his or her heirs, executors, administrators or assigns, or will join, at the request of the other, in executing any deed or other instrument affecting property rights acquired subsequent to this agreement.

13. Nothing herein contained shall be deemed to prevent either party from maintaining suit for absolute divorce against

Page 4 of Plaintiff's Exhibit 12 33

the other in any jurisdiction based upon any past or future conduct of the other, nor to bar the other from defending any suit. The parties shall be bound by all the terms of this agreement notwithstanding the commencement of any such action or any other type of action. If a temporary, interlocutory or final judgment, order or decree of divorce is rendered in any proceeding between the parties hereto, and if consistent with the rules of practice of the court granting such judgment, order or decree, the provisions of this agreement, or the substance thereof, shall be incorporated in such judgment, order or decree, but notwithstanding such incorporation, this agreement shall not be merged in such a decree, but shall in all respects survive the same and be forever binding and conclusive upon the parties and their respective heirs, executors, administrators and assigns.

14. Husband agrees to pay the law firm of Haugh and Helvin the sum of \$150.00 for preparation of this agreement.

15. The validity, enforceability and interpretation of this agreement shall be determined and governed by the laws of the Commonwealth of Virginia.

16. The parties hereto agree and certify that the foregoing constitutes the full and complete agreement of the parties, that each fully understands the same and that this agreement is entered into voluntarily without fraud, duress or intimidation on the part of either party.

WITNESS the following signatures and seals.

Robert Bruce Pleasants (SEAL)
ROBERT BRUCE PLEASANTS

Gertrude Lucille Pleasants (SEAL)
GERTRUDE LUCILLE PLEASANTS

JAMES A. NUNNALLY
Real Estate Consultants & Appraisers

Box 1486
Charlottesville, Virginia 22902

Area Code 804
Phone 296-7121

Ref. 643

Charles R. Haugh, Esquire
Haugh & Helvin
435 Park Street
Charlottesville, Virginia 22901

Herbert A. Pickford, Esquire
Belt & Pickford
230 Court Square
Charlottesville, Virginia 22901

RE: Property of Robert B. and
Gertrude B. Pleasants
1506 Early Street
Charlottesville, Virginia

Fee for services rendered with respect to
appraisal of the above captioned property

\$75.00

April 26, 1976.



VIRGINIA: IN THE CIRCUIT COURT OF THE CITY OF CHARLOTTESVILLE

GERTRUDE LUCILLE PLEASANTS,
Complainant

v

FINAL DECREE

ROBERT BRUCE PLEASANTS,
Respondent

THIS CAUSE, which has been regularly matured, docketed and set for hearing as to the Respondent, came on this day to be heard on the Complainant's Bill for Divorce and exhibit filed therewith; upon proof of proper and legal service of process upon the Respondent; upon the Answer of the Respondent; upon the Depositions of witnesses on behalf of the Complainant, regularly taken after proper and legal notice to Respondent and filed in accordance with law; and, was argued by Counsel.

Upon consideration whereof, the Court finds from the evidence, independently of the admissions of the parties in the pleading or otherwise, that the said parties are members of the white race and over the age of twenty-one (21); that they were lawfully married in Albemarle County, Virginia, on February 12, 1959; that there were two children born of said marriage, namely, Diana Lynn, born April 5, 1960, and Karen Sue, born June 18, 1963; that both Complainant and Respondent are domiciled in and are and have been actual bona fide residents of the State of Virginia for a period of more than six (6) months immediately preceding the commencement of this suit; that the Complainant and Respondent last cohabited together as husband and wife in the City of Charlottesville, Virginia, on November 5, 1974, and have lived separate and apart without any cohabitation or without any interruption since November 5, 1974, a period of more than one (1) year; and, that the Complainant is entitled to the relief prayed for.

It is accordingly ADJUDGED, ORDERED and DECREED that the Complainant, Gertrude Lucille Pleasants, be, and she is hereby absolutely divorced from the Respondent, Robert Bruce Pleasants, from the bond of matrimony, and, that the bond of matrimony created by the marriage between said Gertrude Lucille Pleasants and Robert Bruce Pleasants on February 12, 1959, be, and the same hereby is dissolved.

And it further appearing to the Court that the parties entered into an Agreement dated January 2, 1975, concerning, among other things, the custody and support of their infant children and rights of visitation with said infant children by Respondent, it is further ADJUDGED, ORDERED and DECREED that said Agreement, except insofar as it relates to the rights of visitation, be and the same is hereby confirmed, ratified and approved and incorporated herein.

And it appearing proper so to do, said Respondent is hereby granted visitation with said infant children every other Saturday, commencing on the 15 day of ~~April~~^{May}, 1976, from the hour of 10:00 o'clock a.m. until the hour of 9:00 o'clock p.m., upon the following terms and conditions:

1. The Complainant shall have said infant children ready to be picked up by Respondent at her home by the aforesaid hour of 10:00 o'clock a.m.

2. The Respondent shall pick said infant children up at Complainant's home at the aforesaid hour of 10:00 o'clock a.m. and shall return said infant children to Complainant's home at the aforesaid hour of 9:00 o'clock p.m.

It is further ORDERED that Respondent pay Complainant's costs herein in the amount of \$ 31.50, and that Respondent pay to Haugh & Helvin, Attorneys for Complainant, reasonable and proper attorney's fees on behalf of Complainant, in the amount of \$ 250.00.

And nothing further remaining to be done herein, it is
ORDERED that this cause be stricken from the docket and placed
among the ended causes.

ENTER:

S/ GEORGE M. COLES

JUDGE

DATED: May 11, 1976

A COPY TESTE-

We ask for this:

CARL E. HENNRICH, CLERK

Carl E. Hennrich, DEP. CLERK

HAUGH & HELVIN, p.q.
435 Park Street
Charlottesville, Virginia 22901

CHARLOTTESVILLE-ALBEMARLE BOARD OF REALTORS
EXCLUSIVE AUTHORIZATION TO SELL



CO-EXCLUSIVE WITH
Forrest R. Marshall, Jr.
Sr.



S PRICE: 22,000 TYPE HOME Ranch TOTAL BEDROOMS 3 TELEPHONE: 295-5026
TO SHOW: 1000 1000 000 KEY AT: _____

OF LOAN 100 AS OF 1000 TAXES & INS. INCLUDED: _____ YEARS TO GO: _____ AMOUNT PAYABLE MONTHLY \$ _____ @ _____ TYPE % LOAN _____
IE ASSUMED \$ _____ WHAT DATE: _____ 2nd TRUST \$ _____
TGAGE COMPANY: _____ TYPE OF APPRAISAL REQUESTED: none
MATED _____
ECTED RENT MONTHLY \$ _____ PHONES: (HOME) 295-5026 (BUSINESS) _____
IER'S NAME Robert B. & Barbara J. Marshall PHONES: (HOME) _____ (BUSINESS) _____
ANTS NAME _____ EXCLUSIVE FOR 100 days DATE OF EXPIRATION Sept. 14, 1978
ESSION: 1000000000

ENTRANCE FOYER <u>no</u> CENTER HALL <u>yes</u>	(18) AGE <u>13</u> AIR CONDITIONING <u>no</u>	(32) TYPE KITCHEN CABINETS <u>white with glass</u>
LIVING ROOM SIZE: <u>yes</u> FIREPLACE <u>no</u>	(19) ROOFING <u>asph/flt</u> TOOL HOUSE <u>no</u>	(33) TYPE COUNTER TOPS <u>formica</u>
DINING ROOM SIZE: <u>no</u>	(20) GARAGE SIZE <u>22x13</u> PATIO <u>yes</u>	(34) EAT-IN SIZE KITCHEN <u>yes</u>
BEDROOM TOTAL <u>DOWN</u> UP <u>no</u>	(21) SIDE DRIVE <u>yes</u> CIRCULAR DRIVE <u>no</u>	(35) BREAKFAST ROOM <u>no</u>
BATHS TOTAL: <u>DOWN</u> UP <u>no</u>	(22) PORCH <u>side</u> REAR <u>no</u> SCREENED <u>no</u>	(36) BUILT-IN OVEN & RANGE <u>yes</u>
DSN SIZE <u>no</u> FIREPLACE <u>no</u>	(23) FENCED YARD <u>yes</u> OUTDOOR GRILL <u>no</u>	(37) SEPARATE STOVE INCLUDED <u>no</u>
FAMILY ROOM SIZE <u>none</u> FIREPLACE <u>no</u>	(24) STORM WINDOWS <u>yes</u> STORM DOORS <u>no</u>	(38) REFRIGERATOR INCLUDED <u>no</u>
RECREATION ROOM SIZE <u>none</u> FIREPLACE <u>no</u>	(25) CURBS & GUTTERS <u>yes</u> SIDEWALKS <u>no</u>	(39) DISHWASHER INCLUDED <u>no</u>
BASEMENT SIZE: _____	(26) STORM SEWERS _____ ALLEY <u>no</u>	(40) DISPOSAL INCLUDED <u>no</u>
NONE 1/4 1/3 1/2 3/4 (Full)	(27) WATER SUPPLY: <u>city</u>	(41) DOUBLE SINK <u>SINGLE SINK</u>
UTILITY ROOM SIZE <u>none</u>	(28) SEWER <u>city</u> SEPTIC <u>no</u>	<u>STAINLESS STEEL</u> <u>PORCELAIN</u>
TYPE HOT WATER SYSTEM <u>gas</u>	(29) TYPE GAS: NATURAL BOTTLED	(42) WASHER INCLUDED <u>no</u> DRYER INCLUDED <u>no</u>
TYPE HEAT <u>gas forced air</u>	(30) WHY SELLING: _____	(43) PANTRY <u>no</u> EXHAUST FAN <u>no</u>
EST. FUEL COST <u>ann. \$35/mo</u> (gas)	(31) SCHOOLS: _____	(44) LAND ASSESSMENT \$ _____
ATTIC <u>yes</u> (open)		(45) IMPROVEMENTS \$ _____
PULL DOWN REGULAR STAIRWAY <u>no</u> TRAP DOOR <u>no</u>	REMARKS: <u>separate sink in</u>	(46) TOTAL ASSESSMENT \$ _____
MAIDS ROOM <u>no</u> TYPE BATH <u>no</u>	<u>basement, gas stove in</u>	(47) TAX RATE _____
LOCATION: <u>no</u>	<u>basement included. New</u>	(48) TOTAL ANNUAL TAXES \$ <u>334.52</u>
NAME OF BUILDER: _____	<u>not water (1 yr. old)</u>	(49) LOT SIZE <u>281, 14485, 480, 14410</u>
SQUARE FOOTAGE: <u>224 finished/864 unfinished</u>		(50) LOT NO. <u>0</u> BLOCK <u>47</u> SECTION _____
EXTERIOR OF HOUSE: <u>brick and cinderblock</u>		<u>Belmont</u>

To: Century 21, Manley Assoc. & Forrest R. Marshall, Jr. Realtor. In consideration of your promise to make reasonable efforts to find a purchaser, I hereby grant you the exclusive right and privilege for a term of four months from this date to sell my property, including the items listed above, located in Charlottesville, Virginia at 1000 1000 000 for \$ 22,000 Dollars, or with my consent for a lesser sum or on other terms, which prices include the selling commission.

In the event of sale I will execute the sales contract customary in Virginia and I agree that the property is to be listed, offered for sale, and sold without respect to the race, color, religion, or national origin of any purchaser or purchasers.

I agree to pay you a commission of 6.5 percent if the property is sold by anyone, including myself, during the term of this listing agreement and also if the property is sold within three months from the expiration date hereof to any person or agent for such person who has been shown the property during the term of this agreement, unless I shall give an exclusive listing to another broker after the termination date hereof, in which case I shall have no further obligation to you or any agents cooperating with you.

You are hereby authorized to obtain information regarding this property from any source and to place your "For Sale" sign on the property and remove all others.

The Realtor is not responsible for vandalism, theft or damage to the property. This listing agreement contains the entire terms and provisions of our contract and may be used as a basis for presenting the property, at reasonable hours, to prospective buyers. I hereby acknowledge receipt of a copy of this agreement. This exclusive authorization to sell expires on midnight Sept. 14, 1978.

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

Date Signed: Sept. 14, 1978 Robert B. Marshall (SEAL)
Century 21, Manley Assoc. & Forrest R. Marshall (Owner)
Listing Realtor: Forrest R. Marshall
Salesman: Robert B. Marshall (SEAL)
Address: 1709 Emmet Street/415 Lexington Ave. (Owner)