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SUPREME COURT OF VIRGINIA
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RICHMOND, VIRGINIA

IN THE

Supreme Court of Virginia

AT RICHMOND

RECORD NO. 75-1080

J. LAWRENCE LYLE, SR.,
Plaintiff in error,

v.

S.B. ANDREWS,
Defendant in error.

JOINT APPENDIX

Jack D. Maness
604 Plaza One Building
Norfolk, Virginia 23510
Counsel for Plaintiff in error.

Lucian B. Cox, III
Cox and Cox
1518 Atlantic Avenue
Virginia Beach, Va. 23451
Counsel for Defendant in error.

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Docket:

NOTICE OF

MOTION FOR JUDGMENT

Returnable: 10:00 A.M. 7/27/71
Municipal Court Virginia Beach, Va.

S.B.Andrews

, Plaintiff

vs.

J. Lawrence Lyle, Sr.
957 24th Street
Virginia Beach, Virginia

, Defendant.

VIRGINIA: IN THE MUNICIPAL COURT OF THE CITY OF VIRGINIA BEACH

S. B. Andrews

Plaintiff,

vs.

J. Lawrence Lyle, Sr.
957 24th Street
Virginia Beach, Virginia

Defendant.

NOTICE OF

MOTION FOR JUDGMENT

TO: The Defendant Named Above

TAKE NOTICE, that on Tuesday, July 27, 1971 at 10:00 A.M., plaintiff will move the said Court at City Hall, Virginia Beach, Virginia, for judgment against you in the sum of $ 200.00, plus interest thereon from the 1st day of June, 1970, until paid, and costs, and $ attorney fees due by reason of money had and received as a purchase deposit upon a written contract dated June 1, 1970.

S. B. Andrews

By _____
Counsel

JUDGMENT is that plaintiff recover of defendant $_____

with interest from until paid.

$_____ cost, and $_____ attorney fees.

Date: _____

_____
Judge

State of Virginia, City of , To-wit:

I hereby certify that
made statement under oath, on the date hereof, that he is the agent of the above named creditor and that the annexed account in favor of the creditor and against the debtor for the sum of $ is justly due.

Given under my hand the day of , 19 .

_____
Notary Public

Lucian B. Cox, III p.q.
1518 Atlantic Avenue
Virginia Beach, Virginia

COUNTER-CLAIM

Now comes the defendant, and by way of counter claim, says as follows:

1. That on or about June 1, 1970, the plaintiff entered into a contract for the purchase of certain real estate from Woodland Beach Development Corporation for the sum of $9,500.00, the defendant herein being the realtor who procured the contract.

2. The said contract provided that the defendant would receive 10% of the sales price ($950.00) for his services.

3. The said contract further provided that if either the purchaser or seller defaulted under said contract, the defaulting party would be liable for the said fee of the realtor.

4. The plaintiff defaulted under said contract and refused to complete the purchase of said property and thus became liable to the defendant for the said sum of $950.00.

5. The defendant has been paid the sum of $200.00 out of the initial deposit made when said contract was signed.

6. The plaintiff is indebted to the defendant in the amount of $750.00.

WHEREFORE, the defendant moves the Court for judgment against the plaintiff for the sum of Seven Hundred Fifty & no/100 Dollars ($750.00), plus interest from July 30, 1970, plus attorney fees.

J. LAWRENCE LYLE

By Jack D. Maness
Of Counsel

ACK D. MANESS
ATTORNEY AT LAW
NORFOLK, VA.

May 7, 1975 - Judge Russo

S. B. ANDREWS,	)	
Plaintiff	)	
vs.	)	L 14,902
J. LAWRENCE LYLE, SR.	)	
Defendant	)	

This day came the parties, and their attorneys, and a jury not being demanded, the whole matter of law and fact was submitted to the court for consideration, and after hearing the evidence and argument of counsel, the court doth find for the plaintiff in the amount of Two hundred ($200.00) dollars, and for the plaintiff on the defendants counter claim.

Whereupon, it is considered by the court that the plaintiff recover against the defendant, the amount of $200.00, with interest from May 7, 1975, until paid, and his costs in this behalf expended.

NOTICE OF APPEAL

Notice is hereby given that J. Lawrence Lyle, Sr., appeals from a Final Order rendered by this Court on the 7th day of May, 1975, and announces his intention of applying for an Appeal and Supersedeas to the Supreme Court of Appeals of Virginia. A transcript or statement of facts, testimony or other incidents of this case will be hereafter filed.

ASSIGNMENTS OF ERROR

The following errors are assigned to the Court's Final Order of May 7, 1975:

1) It was contrary to the law and the evidence for the Court to find and order that the Plaintiff did not default under the Real Estate purchase contract between the Plaintiff and Woodland Beach Development Corporation dated June 1, 1970.

2) It was contrary to the law and the evidence

for the Court to find and order judgment in favor of the Plaintiff on the Motion for Judgment and in favor of the Plaintiff on the Counter-Claim.

J. LAWRENCE LYLE, SR.

By Jack D. Maness
His Attorney

Jack D. Maness
604 Plaza One Building
Norfolk, Virginia 23510

I hereby certify that on June 5, 1975, the original of this Notice of Appeal and Assignments of Error was filed with the Clerk of the Court aforesaid, and a true copy was mailed to Lucien B. Cox, III, Attorney for S. B. Andrews, 1518 Atlantic Avenue, Virginia Beach, Virginia 23451.

Jack D. Maness
Jack D. Maness

VIRGINIA: IN THE CIRCUIT COURT OF THE CITY OF VIRGINIA BEACH

S. B. ANDREWS,	:	
Plaintiff	:	
v.	:	AT LAW DOCKET NO. 14902
J. LAWRENCE LYLE, SR.,	:	
Defendant	:	

STATEMENT OF FACTS, TESTIMONY,
AND OTHER INCIDENTS

Trial was held on May 7, 1975 before the Judge without a jury.

Vernon T. Forehand was called by the plaintiff as an adverse witness and testified as follows:

That he is an attorney at law and practices in the City of Norfolk, Virginia; that he is President of Woodland Beach Development Corporation, and was President on June 1, 1970, and at all times since then; that he signed the contract dated June 1, 1970 as President of Woodland Beach Development Corporation to sell certain property to the plaintiff, and J. W. Andrews.

That after the contract had been signed, he talked several times to Lucian B. Cox, III, the attorney representing the proposed purchasers; that Mr. Cox advised that the title to part of the property was defective because of a certain deed in the chain of title, to-wit: the deed from W. C. Allbert and Georgianna D. Allbert to P.A.C. Realty Incorporated dated October 20, 1960 and recorded in the Clerk's Office of the Circuit Court of the City of

Virginia Beach, Virginia, in Deed Book 666, page 415, in that the notary public had failed to fill in the day and month in which the acknowledgement of the signatures to the deed was taken.

Mr. Forehand further testified that he had previously examined title to the subject property and was satisfied that this was not a defect which affects the marketability of title to the subject property; he further testified that Lawyers Title Insurance Corporation had been consulted and that Lawyers Title Insurance Corporation would issue an owner's title insurance policy in spite of the lack of the date in the acknowledgement of said deed and that Mr. Forehand had on more than one occasion so advised Mr. Cox; that he did not know the Allberts or P.A.C. Realty, Incorporated, and that he did not attempt to locate them to obtain a correction deed. And that Mr. Cox asked Mr. Forehands' assistance in determining where the grantors, W. C. Allbert and Georgianna D. Allbert now lived and further desired to know the name of the Notary Public who acknowledged the extension of the deed since it was not clear who had taken the acknowledgements from the instruments on record in the Clerk's Office where the deed was recorded and additionally desired the deed in question itself if available.

That Mr. Forehand stated that he was assured that the defect reported to him by Mr. Cox would not affect the marketability of the title to the real property which was the subject matter of the suit and therefore made no attempts to assist Mr. Cox in procurring the information or documents that Mr. Cox requested and desired; that Mr. Forehand's testimony was to the effect that with respect to the requests of Mr. Cox that he knew the title was good and the buyer's could take it or leave it. And he did

not assist Mr. Cox in his inquiries in an attempt to clear the title; that in fact a title policy was not obtained nor furnished for the buyer or the buyer's attorney, that Mr. Forehand was not aware whether the alleged title insurance policy that would be furnished would contain any exceptions in the policy as to the defect in the acknowledgement and that the acknowledgement in question did not form a part of the deed itself but was affixed thereto.

That he prepared and had executed a proper deed from Woodland Beach Development Corporation conveying the property to the proposed purchasers; that the executed deed was tendered by Mr. Lyle to the attorney representing the proposed purchasers; that the proposed purchasers refused to close the transaction; that Woodland Beach Development Corporation was ready, willing and able to complete the sale of the property, but the proposed purchasers refused to close at that time upon advice of counsel.

That the plaintiff demanded return of the $200.00 deposited with the contract and that on January 20, 1971 Mr. Forehand sent a letter to plaintiff's attorney advising that he considered the contract breached by the proposed purchasers and the $200.00 deposit forfeited.

That during the year 1974, while the present suit was pending, the plaintiff approached Mr. Forehand directly, without going through his, the plaintiff's lawyer, and wanted to purchase the same property. Mr. Forehand advised the plaintiff that the property was still for sale, but not at the same price as in the 1970 contract, since the property had increased in value during the intervening four years.

S. B. Andrews, the plaintiff, testifed as follows:

That he signed the contract above described; that he was ready, willing, and able to purchase the property, and had sufficient financing to pay the purchase price; that his attorney advised him that there was a cloud to the title to the property, a defective acknowledgement, as above set forth; that he would not complete the purchase of the property because his attorney advised him not to close until the defect was cleared up. That approximately one year ago, in the year 1974, he contacted Mr. Forehand in person (without going through his attorney) and wanted to purchase the subject property; that Mr. Forehand would not then sell the property at the same price as contained in the 1970 contract because the property was worth more than it was in 1970; that he is still willing to purchase the property for the 1970 contract price.

James L. Gregory was called as an expert witness for the defendant and testified as follows:

It was stipulated that Mr. Gregory was an attorney at law and was an expert in the field of property law. Mr. Gregory testified that he had examined the deed recorded in Deed Book 666, page 415, and had examined the acknowledgement in said deed; that the fact that the date and the month was missing from the acknowledgement was not a defect that would affect marketability of the property; that title to the property was marketable; that he had examined title and passed title to numerous other deeds in which the date of the acknowledgement was missing; that he was familiar with the curative statutes in effect in 1970, particularly Section 55-125.1, Code of Virginia; that even if the lack of the date in the said acknowledgement was a defect then the curative statute removed the defect; that he would not raise an

objection to the title based upon the lack of date in the acknowledgement. That, however, he could not tell another attorney how to practice law. And that he would assist the title examinor in removing doubts about the title if such assistance didn't prejudice the rights of his client; that a defect in an acknowledgement that would render the recordation of a deed void would not cut off the rights of judgment creditors of the grantor or purchasers for value because a deed with such a defective acknowledgement is not recorded and serves no notice at all even if properly indexed and that such a defect in an acknowledgement is certainly the subject matter of serious inquiry, by an examining attorney; that it would be important to have the original deed in question if an attack upon the title had been made insofar as the recorded copy in the Clerk's Office could not be introduced into evidence to defend the title if in fact the acknowledgement was sufficiently defective, so as to render the recordation of the deed void.

J. Lawrence Lyle, Sr., the defendant, testified as follows:

That he was the agent who procured the 1970 contract; that he was advised of the objection to title based upon the aforesaid acknowledgement and of the requests of Mr. Cox but did not assist Mr. Cox in obtaining the answers; received assurance that Lawyers Title Insurance Corporation would issue an owner's policy on said property; he was of the opinion that title was good; that he, the defendant, advised the plaintiff and his lawyer that Lawyers Title Insurance Corporation would insure the title; that he picked up the executed deed from Mr. Forehand and tendered the same to the plaintiff and his attorney; that the plaintiff would not close because the plaintiff insisted that the title was defective because of the said acknowledgement.

That he, the defendant, is entitled to his commission of $950.00.

The court ruled that the title was marketable and that the lack of the date of acknowledgement in the deed recorded in deed book 666, page 415, did not affect the marketability of the property; however, that the seller and Mr. Forehand and Mr. Lyle did nothing to assist Mr. Cox in obtaining the information requested of them by Mr. Cox or his client concerning the defect of the acknowledgement; that the seller or its agents did not purchase or furnish a title insurance policy to the purchaser or his attorney. That the seller had a duty under the contract of sale to assist the title examinor in the removal of any valid title defects; since the plaintiff's attorney had advised the plaintiff that the title was defective, the refusal of the plaintiff to close the transaction was not a breach of contract and the plaintiff was not liable for the realty commission. The court entered judgment for the plaintiff on his motion for judgment and judgment for the plaintiff on the countercliam, to which defendant, by counsel, excepted.

_____ p.q.

Jack A. Manes p.d.

C.F. NIA ASSOCIATION OF RE[illegible]RS

REAL ESTATE PURCHASE CONTRACT

(This is a legally binding contract; if not understood, seek competent advice)

This CONTRACT OF PURCHASE made in triplicate as of June 1, 1970, 19____, among Bryan Andrews and Capt. J. W. Andrews (herein called "Purchaser"), and Woodland Beach Developement Corporation (herein called "Seller"), and L.L. Lyle Sr (herein called "Realtor"), provides that Purchaser agrees to buy through Realtor, as agent for Seller, and Seller agrees to sell the following described real estate, and all improvements thereon, located in the County or City of Va. Beach, Virginia (all herein called "the property"):

Lots Numbers 17- 18- 19- 20 and 21 in Block 3 Plan of Woodland, Va. Beach, Va. at corner of Parbeton and B street.

, and more commonly known as _____ (street address).

1. The purchase price of the property is $9,500.00 Dollars ($_____), and such purchase price shall be paid as follows:
$4,000.00 cash at settlement and the balance of $5,500.00 will be paid in three equal installments of $1,834.00 each at 8% secured by purchase money Deed of Trust.

the right of anticipation reserved.

2. If either F.H.A. or V.A. financing is involved in this transaction, one of the paragraphs on the reverse hereof shall be a part of this Contract of Purchase only if such paragraph has been executed by both Purchaser and Seller.

3. Purchaser has made a deposit of two hundred Dollars ($ 200.00) with Realtor, receipt of which is hereby acknowledged, and such deposit shall be held by Realtor in escrow until the date of settlement and then applied to the purchase price, or returned to Purchaser if the title to the property is not marketable.

4. Seller agrees to convey the property to Purchaser by General Warranty Deed with the usual English covenants of title and free and clear from all encumbrances, tenancies, liens (for taxes or otherwise), except as may be otherwise provided above, but subject to applicable restrictive covenants of record. Seller further agrees to deliver possession of the property to Purchaser on the date of settlement and to pay the expense of preparing the deed of bargain and sale and the Grantor recording tax.

5. Settlement shall be made at the offices of Realtor or at Vernon Forehand, Plaza One, Norfolk, Va. on or before June 30, 1970 July 30, 19 70, or as soon thereafter as title can be examined and necessary documents prepared, with allowance of a reasonable time for Seller to correct any defects reported by the title examiner.

6. All taxes, interest, rent, and F.H.A. or similar escrow deposits, if any, shall be prorated as of the date of settlement.

7. All risk of loss or damage to the property by fire, windstorm, casualty, or other cause is assumed by Seller until the date of settlement.

8. Purchaser and Seller agree that Realtor was the sole procuring cause of this Contract of Purchase, and Seller agrees to pay Realtor for services rendered a cash fee of ten per cent of the purchase price. If either Purchaser or Seller defaults under this Contract of Sale, such defaulting party shall be liable for the cash fee of Realtor and any expenses incurred by the non-defaulting party, including attorneys' fees, in connection with this transaction and the enforcement of such Contract.

9. Purchaser represents that an inspection satisfactory to Purchaser has been made of the property, and Purchaser agrees to accept the property in its present condition except as may be otherwise provided in the description of the property above.

10. This Contract of Purchase constitutes the entire agreement among the parties and may not be modified or changed except by written instrument executed by all of the parties, including Realtor.

11. This Contract of Purchase shall be construed, interpreted, and applied according to the law of the State of Virginia and shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties.

WITNESS the following signatures and seals:

S. P. Anderson (SEAL) Seller

Woodland Beach Development Corporation
Vernon W. Lowrey, Pres. (SEAL) Purchaser

(SEAL) Seller

(SEAL) Purchaser

(SEAL) Realtor

Deposit Rec'd $

Check Cash

Sales Agent:

PLTF. ~~DEFD.~~ EXHIBIT 1
Anderson VS Lowrey
DATE 5/7/75

The foregoing form may only be used by members in good standing of the Virginia Association of Realtors. Expressly prohibited are the duplication or reproduction of such form, or the use of the name "Virginia Association of Realtors" in connection with any written form, without the written consent of the Virginia Association of Realtors.

Form VAR - 600

PARCEL II

ALL THOSE CERTAIN LOTS, PIECES OR PARCELS OF LAND TOGETHER WITH THE APPURTENANCES THERETO APPERTAINING, LYING, BEING AND SITUATED IN LYNNHAVEN MAGISTERIAL DISTRICT OF PRINCESS ANNE COUNTY, VIRGINIA, BEING KNOWN, NUMBERED AND DESIGNATED AS LOTS FOURTEEN (14), FIFTEEN (15), AND SEVENTEEN (17),

PARCEL IV

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND, TOGETHER WITH THE APPURTENANCES THEREUNTO BELONGING, LYING, SITUATE AND BEING IN THE LYNNHAVEN MAGISTERIAL DISTRICT OF PRINCESS ANNE COUNTY, VIRGINIA, AND KNOWN, NUMBERED AND DESIGNATED AS LOT TWENTY-ONE (21) IN BLOCK ONE (1), AS SHOWN ON THE PLAT ENTITLED "AMENDED MAP OF PROPERTY OF LYNNHAVEN BEACH AND PARK COMPANY", DATED 1915, MADE BY BONNEY AND MASLEY, CIVIL ENGINEERS, ARCADE

BUILDING, NORFOLK, VIRGINIA, AND DULY OF RECORD IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF PRINCESS ANNE COUNTY, VIRGINIA, IN LAW BOOK 6, AT PAGE 71.

IT BEING THE SAME PROPERTY CONVEYED TO W. C. ALLBERT BY DEED OF L. CHARLES BURLAGE, RECEIVER FOR THE LYNNHAVEN BEACH AND PARK COMPANY, A DEFUNCT CORPORATION, BEARING DATE ON THE 14TH DAY OF OCTOBER, 1960, AND DULY RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF PRINCESS ANNE COUNTY, VIRGINIA, IN DEED BOOK , AT PAGE .

THIS CONVEYANCE IS MADE EXPRESSLY SUBJECT TO THE CONDITIONS, RESTRICTIONS AND EASEMENTS, IF ANY, OF RECORD CONSTITUTING CONSTRUCTIVE NOTICE.

SUBJECT TO THE FOREGOING, THE SAID PARTIES OF THE FIRST PART COVENANT THAT THEY ARE SEIZED IN FEE SIMPLE OF THE SAID PROPERTY; THAT THEY HAVE THE RIGHT TO CONVEY THE SAME TO THE PARTY OF THE SECOND PART; THAT THE SAID PARTY OF THE SECOND PART SHALL HAVE QUIET AND PEACEABLE POSSESSION OF THE SAID PROPERTY, FREE FROM ALL LIENS AND ENCUMBRANCES; THAT THEY, THE SAID PARTIES OF THE FIRST PART, HAVE DONE NO ACT TO ENCUMBER THE SAID PROPERTY; AND THAT THEY WILL EXECUTE SUCH FURTHER ASSURANCES THEREOF AS MAY BE REQUISITE.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

W. C. Allbert SEAL
W. C. ALLBERT

Dorothy D. Allbert SEAL
DOROTHY D. ALLBERT

STATE OF VIRGINIA,

CITY OF NORFOLK, TO-WIT:

I, , A NOTARY PUBLIC OF AND FOR THE CITY IN THE STATE AFORESAID, WHOSE NOTARIAL COMMISSION EXPIRES ON THE 12th DAY OF March, 1961, DO HEREBY CERTIFY THAT V. O. ALLEREE AND GEORGIANNA D. ALLEREE, HUSBAND AND WIFE, WHOSE NAMES ARE SIGNED TO THE FORGOING WRITING, BEARING DATE ON THE 20TH DAY OF OCTOBER, 1960, HAVE ACKNOWLEDGED THE SAME BEFORE ME IN MY CITY AND THE STATE AFORESAID.

GIVEN UNDER MY HAND THIS DAY OF , 1960.

NOTARY PUBLIC

VIRGINIA:

In the Clerk's Office of the Circuit Court of Princess Anne County, on the 24th day of December 1960 at 3:48 P.M. this Deed was received and upon the certificate of acknowledgement thereto annexed, admitted to record.

TESTE: JOHN V. FENTRESS, Clerk

By D. C.

Copy Teste: JOHN V. FENTRESS, Clerk

By

RETYPED FOR CLARITY

THIS DEED OF BARGAIN AND SALE, made this 20th day of October, 1960, by and between W. C. ALLBERT and GEORGIANNA D. ALLBERT, husband and wife, parties of the first part, and P. A. C. REALTY, INCORPORATED, a Virginia Corporation, party of the second part.

WITNESSETH: That for and in consideration of the sum of Ten ($10.00) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said parties of the first part do grant and convey with GENERAL WARRANTY, unto the said P. A. C. Realty, Incorporated, the following described property, to-wit:

PARCEL I

All those certain lots, pieces or parcels of land, together with the appurtenances thereto appertaining, lying, being and situate in Lynnhaven Magisterial District of the County of Princess Anne, Virginia, and known, numbered and designated as Lots Thirteen (13), Fourteen (14), Thirty (30), Thirty-One (31), Thirty-Seven (37), and Thirty-Eight (38), in Block Thirty-Two (32) on that certain plat entitled "Lakeview, Property of Lake Rudee Realty Corporation", dated February, 1926, made by S. W. Armistead, C. E., and duly of record in the Clerk's Office of the Circuit Court of Princess Anne County, Virginia, in Map Book 7, at page 131.

It being the same property conveyed to W. C. Allbert by deed of L. Charles Burlage, Receiver for the Lake Rudee Realty Corporation, a defunct corporation, bearing date on the 14th day of October, 1960, and duly recorded in the Clerk's Office of the Circuit Court of Princess Anne County, Virginia, in Deed Book , at page .

PARCEL II

All those certain lots, pieces or parcels of land together with the appurtenances thereto appertaining, lying, being and situated in Lynnhaven Magisterial District of Princess Anne County, Virginia, being known, numbered and designated as Lots Fourteen (14), Fifteen (15), and Seventeen (17), in Block Four (4); Lots Three (3), Four (4), Five (5), Six (6), Ten (10), Eleven (11), Thirty-five (35), Thirty-six (36), and Thirty-seven (37) in Block Ten (10); Lots One (1), Two (2), Eleven (11), and Twelve (12), in Block Eleven (11); and Lots Nine (9), Ten (10), Twenty-One (21), and Twenty-Two (22), in Block Twelve (12), as shown on a certain plat entitled "Woodland,

Property of Noranne Realty Corporation, made by S. W. Armistead, C. E., dated August, 1925", and duly recorded in the Clerk's Office of the Circuit Court of Princess Anne County, Virginia, in Map Book 7, at page 98.

It being the same property conveyed to W. C. Allbert by deed of L. Charles Burlage, Receiver for the Noranne Realty Corporation, a defunct corporation, bearing date on the 14th day of October ,1960, and duly recorded in the Clerk's Office of the Circuit Court of Princess Anne County, Virginia, in Deed Book , at page .

PARCEL III

All those certain lots, pieces or parcels of land, with the appurtenances thereto appertaining, lying, being and situated in the Lynnhaven Magisterial District of the County of Princess Anne, Virginia, being known, numbered and designated as Lots Eighteen (18) and Nineteen (19), in Block Three (3), as shown on that certain plat entitled "Woodland, Property of Noranne Realty Corporation", dated August, 1925, made by S. W. Armistead, C. E., and duly recorded in the Clerk's Office of the Circuit Court of Princess Anne County, Virginia, in Map Book 7, at page 98.

It being the same property conveyed to W. C. Allbert by deed of L. Charles Burlage, Receiver for the Crystal Lake Corporation, a defunct corporation, bearing date on the 14th day of October, 1960, and duly recorded in the Clerk's Office of the Circuit Court of Princess Anne County, Virginia, in Deed Book , at page .

PARCEL IV

All that certain lot, piece or parcel of land, together with the appurtenances thereunto belonging, lying, situate and being in the Lynnhaven Magisterial District of Princess Anne County, Virginia, and known, numbered and designated as Lot Twenty-One (21) in Block One (1), as shown on the plat entitled "Amended Map of Property of Lynnhaven Beach and Park Company", dated 1913, made by Bonney and Massey, Civil Engineers, Arcade Building, Norfolk, Virginia, and duly of record in the Clerk's Office of the Circuit Court of Princess Anne County, Virginia, in Map Book 5, at page 71.

It being the same property conveyed to W. C. Allbert by deed of L. Charles Burlage, Receiver for the Lynnhaven Beach and Park Company, a defunct corporation, bearing date on the 14th day of October, 1960, and duly recorded in the Clerk's Office of the Circuit Court of Princess Anne County, Virginia, in Deed Book , at page .

This conveyance is made expressly subject to the conditions, restrictions and easements, if any, of record constituting constructive notice.

Subject to the foregoing, the said parties of the first part covenant that they are seized in fee simple of the said property; that they have the right to convey the same to the party of the second part; that the said party of the second part shall have quiet and peaceable possession of said property, free from all liens and encumbrances; that they, the said parties of the first part, have done no act to encumber the said property; and that they will execute such further assurances thereof as may be requisite.

WITNESS the following signatures and seals:

/s/ W. C. Allbert SEAL
W. C. ALLBERT

/s/ Georgianna D. Allbert SEAL
GEORGIANNA D. ALLBERT

STATE OF VIRGINIA

CITY OF NORFOLK, to-wit:

I, , a Notary Public of and for the City in the State aforesaid, whose notarial commission expires on the 13th day of March, 1962, do hereby certify that W. C. Allbert and Georgianna D. Allbert, husband and wife, whose names are signed to the foregoing writing, bearing date on the 20th day of October, 1960, have acknowledged the same before me in my City in the State aforesaid.

GIVEN under my hand this _____ day of _____, 1960.

/s/ L. Charles Burlage
Notary Public

VIRGINIA:

In the Clerk's Office of the Circuit Court of Princess Anne County, on the 24th day of January, 1961, at 3:48 P.M., this Deed was received and upon the certificate of acknowledgment thereto annexed, admitted to record.

TESTE: JOHN V. FENTRESS, Clerk
By /s/ Mary E. Cooper D.C.