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IN THE

Supreme Court of Virginia

AT RICHMOND

RECORD NO. 790983

FREDERICK LYNWOOD FOLEY & OK-SOON K. FOLEY,
Appellants

v.

CURTIS L. HARRIS & EDITH J. HARRIS

and

BENNY M. GALLOWAY & PATRICIA O. GALLOWAY

and

WILLIAM G. GARRIS,
Appellees

JOINT APPENDIX

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Attorney at Law
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Counsel for Appellants

Philip G. Gardner, Esq.
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PETITION FOR PERMANENT
INJUNCTION

TO THE HONORABLE JOHN D. HOOKER, JUDGE OF SAID COURT:

Your Complainants doth respectfully represent unto the Court as follows:

1. That Complainants are the owners of, and reside on, certain parcels of real property located on Forest Road in a subdivision known as "Woodland Heights", in the County of Henry, State of Virginia; that the above-mentioned Complainants acquired fee simple title to their property as follows, to-wit:

Curtis L. Harris and Edith J. Harris, husband and wife, acquired title to Lots #20, 21, and 22, Section "E", of Woodland Heights by deed of assumption dated September 1, 1976, and of record in the Clerk's Office of the Circuit Court of Henry County in Deed Book 267, page 281.

Benny M. Galloway and Patricia O. Galloway, husband and wife, acquired title to Lots #24 and 25 of Section "D" of the aforementioned subdivision by deed dated July 11, 1969, and of record in the aforesaid Clerk's Office in Deed Book 217, page 811.

William G. Harris acquired title to Lots #29 and 30, Section "D", of the aforesaid subdivision by deed dated May 10, 1969 and of record in the aforesaid Clerk's Office in Deed Book 216, page 416.

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24112

2. That on May 26, 1965, Camp Branch Plantation, Inc., a corporation organized and existing under the laws of the State of Virginia, filed a plat of the Woodland Heights Subdivision, which said plat is of record in the aforesaid Clerk's Office in Map Book 28, page 88.

3. That on May 13, 1965, and as a part of a general plan to develop the subdivision as a residential community and to attract purchasers desiring to make homes therein, Camp Branch Plantation, Inc. filed, in conjunction with the aforementioned plat, in Deed Book 192, page 618 of the aforesaid Clerk's Office, an instrument designated "Woodland Height's Restrictive Covenants," a copy of which Restrictive Covenants is attached hereto, marked Exhibit "A", and made a part hereof; that said Restrictive Covenants were executed and recorded for the purpose of creating uniform restrictions on the use and improvement of the lots in said subdivision and for the benefit of all the lots therein and the owners and purchasers thereof.

4. That subsequent to the filing of the aforementioned Restrictive Covenants, Respondents by deed dated August 23, 1977, and of record in the aforesaid Clerk's Office in Deed Book 276, page 74, obtained fee simple title to Lots #23 and 24 of Section "E" of the Woodland Heights Subdivision. That the conveyance whereby Respondent acquired their interest in said property was specifically subject to the aforesaid restrictive covenants, and Respondents title is manifestly burdened by the same.

5. That notwithstanding the restrictions placed on said property by Camp Branch Plantation, Inc., Respondents, in total disregard of said restrictions, have located on Lots #23 and 24 of Section "E", a mobile home and numerous abandoned "junk" cars.

6. That such actions on behalf of the Respondents constitute flagrant violations of the above-mentioned restrictions and,

more specifically, are in direct contravention of the following numbered restrictions:

2. Any building other than a dwelling house and its necessary and proper out-buildings constructed upon the lot hereby conveyed shall be built only with the written consent of three-fourths of the then lot owners on Forest Road, or with the consent of the Committee.

3. No nuisance shall be maintained upon the lot hereby conveyed nor upon any lot on Forest Road . . .

5. No dwelling shall be constructed upon any lot less than 100 feet in width, which residence shall contain at least 1200 square feet of living area.

7. That by reason of Respondents wrongful actions in violating said restrictions Complainants real property has already diminished in value, and will suffer further diminution should Respondents be allowed to persist in their current course of conduct.

8. That Complainants have no adequate remedy at law to prevent the above-described injury and will suffer irreparable harm if Respondents are allowed to continue to occupy the aforesaid premises through the use of a mobile home as a residence, and through the depositing of "junk" cars on said premises, all as aforesaid.

WHEREFORE, Complainants pray that Respondents, and each of them, be permanently enjoined from using Lots #23 and 24 of Section "E" of the Woodland Heights Subdivision for any purpose contrary to the provisions of the "Woodland Height's Restrictive Covenants," as hereinabove setforth, and specifically that they be enjoined and restrained, now and in the future, from placing the above-mentioned mobile home and "junk" cars, or any other mobile home or "junk" cars, on said lots in contravention of said restrictions; that an order be entered by this Court commanding Respondents to remove the mobile home and "junk" cars currently situated on said lots, and that

Respondents have such other and further and general relief as the nature of this case may require or as to equity may seem meet, and that Complainants recover their costs expended in this matter.

This 13 day of October, 1978.

CURTIS L. HARRIS and
EDITH J. HARRIS,

and

BENNY M. GALLOWAY and
PATRICIA O. GALLOWAY,

and

WILLIAM G. HARRIS

Philip G. Gardner
Hoyett L. Barrow, Jr.
GARDNER & GARDNER
10 N. Bridge Street
Martinsville, VA 24112

By _____
Counsel

By _____
Counsel

ANSWER TO PETITION FOR
PERMANENT INJUNCTION

TO THE HONORABLE JUDGES OF SAID COURT:

NOW COME the Respondents, by counsel, and do set forth their Answer to the Petition for Permanent Injunction heretofore filed against them by the Complainants as follows, to-wit:

1. That the allegations contained in Paragraph 1 of the Petition are beyond the knowledge of these Respondents, and they are, therefore, expressly denied; and

2. That the allegations contained in Paragraph 2 of the Petition are hereby admitted; and

3. That it is hereby expressly admitted that there are Restrictive Covenants of record in the Clerk's Office of the Circuit Court of Henry County relative to real property shown on a map of Woodland Heights dated June 30, 1964, and prepared by Shanks & Wilmarth, Surveyors, but it is expressly denied that these restrictions relate to the map of Woodland Heights referred to in Paragraph 2 of the Petition and of record in Map Book 28, page 88, as aforesaid; that the Restrictive Covenants referred to in Paragraph 3 of the Petition were recorded before the map referred to in Paragraph 2 was recorded, and said Restrictive Covenants refer to a different map entirely; that all allegations in Paragraph 3 of the Petition are, therefore, expressly denied; and

4. That it is admitted that the Respondents own Lots 23 and 24, of Section E, of Woodland Heights Subdivision, as shown in Map Book 28, page 88, but it is expressly denied that the

Respondents acquired their property subject to the Restrictive Covenants as referred to in Paragraph 4 and other parts of the Petition; and

5. That the allegations contained in Paragraph 5 of the Petition are hereby expressly denied; and

6. That the allegations contained in Paragraph 6 of the Petition are hereby expressly denied; and

7. That the allegations contained in Paragraph 7 of the Petition are hereby expressly denied; and

8. That the allegations contained in Paragraph 8 of the Petition are hereby expressly denied; and

9. That it is hereby expressly averred that the Respondents do not occupy their real property in contravention of the Restrictive Covenants referred to in the Petition, nor in contravention of any Restrictive Covenants relating to their property; that it is expressly averred that the Respondents have not "deposited" "junk" cars on their premises; and that it is expressly averred that the Restrictive Covenants referred to in the Petition do not prohibit the use of mobile homes, which are tangible personal property.

WHEREFORE, your Respondents respectfully move the Court to deny, in its entirety, the prayer of the Complainants as set forth in the last or unnumbered Paragraph of the Petition, to dismiss said Petition at the costs of the Complainants, to award the Respondents a reasonable attorney's fee for professional services rendered by its attorney in defending this suit, and to grant such other and further and general relief as the nature of this case may require.

This 23rd day of October, 1978.

FREDERICK LYNWOOD FOLEY and
OK-SOON L. FOLEY

By _____
Counsel

C E R T I F I C A T E

This is to certify that I have served the foregoing Answer to Petition for Permanent Injunction upon the Complainants by mailing a true copy thereof to Philip G. Gardner and Hoyett S. Barrow, Jr., Gardner & Gardner, 10 North Bridge Street, Martinsville, Virginia 24112, their counsel of record.

This 23rd day of October, 1978.

_____
Counsel for the Respondents

The parties to this proceeding all reside in Henry County, Virginia, on Forest Road, a short distance north or northeast of the City of Martinsville.

In Deed Book 192, Page 618, in the Clerk's Office of Henry County, Virginia, is found "restrictive covenants" (Exhibit 3) that apply to lots on a map showing Section "D and E" on Forest Road of a subdivision known as Woodland Heights dated June 30, 1964. The restrictions run with the land and are in force and effect for a period of twenty-five (25) years. Pertinent restrictions (Paragraph 2) are in essence. . . any building other than a dwelling house. . . shall be built only with the written consent of three-fourths of the then lot owners on Forest Road. . . no dwelling (Paragraph 5) shall be constructed unless it contains at least 1,200 square feet of living area--and (Paragraph 3) no nuisances shall be maintained upon any lot on Forest Road. A portion of the lot owned by any person may be used beyond a depth of 200 feet--for general enjoyment of country living but shall not be used for any offensive purpose.

By deed dated May 26, 1967, (Plaintiff's Exhibit 4) and recorded in Deed Book 205, Page 221, Camp Branch Plantation, Inc. conveyed to James David Foley and Marie Bennett Foley, his wife, Lots No. 23 and No. 24, Section E, as shown on map number two of Woodland Heights dated May 10th, 1965, (Plaintiff's Exhibit 5) and recorded in Map Book 28, Page 88. This deed provides that "the property herein conveyed is subject to restrictive covenants dated February 1, 1965," and recorded in Deed Book 192, Page 618. By deed dated August 23, 1977, James David Foley, et ux, conveyed these two lots (No. 23 and 24 of Section E) on the west side of Forest

Road to the defendants, Fredrick L. Foley and wife. In this deed reference is specifically made to the deed from Camp Branch Plantation, Inc. to James David Foley and wife, for a more particular description, etc. No specific mention is made in this deed to the restrictive covenants.

One of the plaintiffs in this cause, Curtis L. Harris and wife, acquired Lots No. 20, 21, and 22 in Section E on Forest Road as shown on a map of Woodland Heights dated May 10th, 1965, etc. These lots are located on the west side of Forest Road, which are immediately adjacent to Lots 22 and 23 owned by the defendants. Another plaintiff, William G. Harris and wife, acquired eight lots (13-19) in Section E in June of 1965. These lots were conveyed subject to the restrictive covenants dated February 1, 1965. The third plaintiff, Benny M. Galloway, et ux, in July of 1969 acquired Lots No. 24 and 25 of Section D, Woodland Heights subdivision on Forest Road. These lots were conveyed subject to the restrictive covenants dated February 1, 1965, etc.

On Lot No. 23 and immediately adjacent to and on the lower side of Curtis L. and Mrs. Harris, the defendant, Foley, has placed a house-trailer that is occupied by him and Mrs. Foley as a dwelling or place of residence. The trailer is 10 feet wide by 50 feet in length, underpinned with boards and cinder blocks, has electric current, running water, telephone, and sewage is provided by a sceptic tank. In addition to the house-trailer, on the lot has been placed a number of old abandoned cars and an old van that is used as a tool shed. The old cars, some of which have been there for a number of years, vary in number from fourteen to sixteen, some are brought in and some are taken away. The defendant, Foley's explanation is that he works on the old cars as a hobby and he disputes the number of cars on the lot. On the adjoining lot, the defendant, Foley, has an unoccupied or vacant brick dwelling house. The

plaintiff's state that they purchased lots on Forest Road because of the protection they felt the restrictive covenants would afford. They contend that the house-trailer, the old abandoned cars, that they describe as "junk" cars and the "battered" old van are unsightly, offensive, objectionable, adversely affect the enjoyment of their property and lessens or devalues their property. Efforts to persuade the defendant, Foley, to remove the trailer and "clean up" his lot were unsuccessful, hence the filing of the petition for an injunction. The defendant contends: (1) That the restrictive covenants do not apply to Lot No. 23 in Section E and if they do apply, (2) house-trailers are not excluded and (3) the automobiles in question are not "junk" or abandoned vehicles but that he (defendant, Foley) takes in old automobiles in need of repair, fixes them up in his spare time and sells them. As of the date of the hearing on the injunction, there were six vehicles on the lot, four of which could not be moved under their own power. As indicated above, the plaintiffs testified the cars on the lot vary from a low of six to a high of seventeen. There is one other house-trailer on Forest Road located to the rear of the residence of a Mr. Blank. Two residents of Forest Road testified that they have no objection to house-trailers, but this attitude plus the presence of one other house-trailer is of no consequence. House-trailers and abandoned automobiles may be objectionable to some and unobjectionable to others. The critical questions are: Do the covenants apply to Lot No. 23? If so, does the house-trailer and the old abandoned cars violate the covenants? In my opinion the answer is "yes." Prior to the hearing and on the date of the hearing, the Court viewed Forest Road. There were some sixteen or seventeen very substantial homes, mostly of brick construction, well kept and spacious lawns. When first seen by one who is not

a resident of Forest Drive, the immediate reaction to the abandoned automobiles and the house-trailer is one of surprise and some dismay. Whenever land is developed under a general scheme, reasonable restrictive covenants that specifically or by implication appear in deeds are enforceable either by the grantor or the grantee and by their successors in title. Such covenants are enforceable against a purchaser with notice although not recited in his deed. The fundamental rule in construing covenants is that the intention of the parties govern. The intention is gathered from the instrument that created the restrictions and the objects which the covenants are designed to accomplish. Covenants cover things forbidden by necessary implication. The obvious idea of a restrictive covenant is the physical and perhaps moral advantages of property--by improving the appearance of the properties in the vicinity and thus insure and maintain its value. Obviously, it was the desire and intention of the owners of Forest Road (Camp Branch Plantation, Inc.) to assure its orderly development free of unsightly and objectionable buildings and free of any "nuisances" that would be unattractive and offensive. Obviously, (Paragraph 2) it was the intention that only "dwelling houses" or "a residence" would be constructed upon the lots--and contain at least 1,200 square feet of living area (Paragraph 5). It may be noted in passing that the house-trailer of the defendant, Foley, contains at the most, approximately 500 square feet in its entirety.

A private nuisance has been defined to be anything which annoys or disturbs the full use of ones property or which renders its ordinary use or physical occupation uncomfortable. Or a private nuisance is anything which interferes with the rights of a

citizen either in person, property, the enjoyment of his property or his comfort, MaHooney vs. Walter, 205 S.E. 2nd 692. The term "nuisance" embraces everything that endangers life or health or obstructs the reasonable and comfortable use of property--a private nuisance is an activity which unreasonably interferes with the use and enjoyment of anothers property, City of Newport News vs. Hertzler, 216 VA, 587. The restrictive covenant No. 3 specifically provides that "no nuisance shall be maintained upon - - - any lot on Forest Road." One look at the old, battered, abandoned automobiles on the lot in question, with a fender lying loose in the weeds, definitely "obstructs the reasonable and comfortable use of property," and adjoining and nearby property owners found it so to be. It would be a very simple and inexpensive to remove the cars from the lot but the defendant, Foley, has declined so to do.

The house-trailer and the abandoned cars are easily visible from the street, from the yards and inside some of the houses of adjoining property and the owners thereof have found both the trailer and the abandoned cars to be unsightly, objectionable and offensive. Petitioners testified that they purchased lots on Forest Road because it appeared to ba a "nice street" to live on, and the restrictive covenants were influencing and positive factors in deciding to buy the lots and build thereon. [As evidence of the effect of the house-trailer and abandoned automobiles on lessening the value of property in the neighborhood, the petitioners presented one Stan Finney, a reputable real estate salesman and broker, who testified that the Harris property had been placed with him for sale, that he had a "good" prospect until the prospect saw the garbage

cans, "junk" automobiles, house-trailer and the "no trespass signs" on the defendant's, Foley's, property and he immediately lost interest.] Mr. Finney described Forest Road as "unusually nice," that the "junk cars" looked like a "junk yard" and that this condition together with the house-trailer "depressed" the value of property in the neighborhood and rendered it "undesirable."

In addition to his contention that the house-trailer and the old automobiles are not excluded by the restrictive covenants, the defendant contends that the covenants relate only to lots shown on map number one, dated June 30th, 1964, and that this map does not show the defendant's, Foley's, property; that the defendant's lots are shown on map number two, which begins with Lot No. 20 in Section E and Lot 28 in Section D. Map number one ends with Lot 19 in Section E and Lot 27 in Section D. It is significant that all deeds of lots involved in this proceeding, wherein restrictive covenants are mentioned, specifically provide that the properties described and conveyed in the deeds are subject to the restrictive covenants dated February 1, 1965. The defendant, Fredrick Lynwood Foley, et ux, acquired Lots No. 23 and 24 in Section E as shown on map number two, dated May 10th, 1965, from James David Foley, et ux, by deed dated August 23, 1977; in this deed specific reference is made to the deed to James David Foley from Camp Branch Plantation, etc. This deed specifically provides that Lots No. 23 and 24 are being conveyed subject to the restrictive covenants dated February 1, 1965, and recorded in the Henry County Clerk's Office in Deed Book 192, Page 618. The defendant, Fredrick Lynwood Foley, acquired Lot No. 25 in Section E from Ida R. Stanley and husband in May, 1969; this deed specifically provides that the lot is being conveyed subject to restrictive covenants dated February 1, 1965, etc. It is significant to note that Lot No. 25 was acquired in 1969 by the

defendant and adjoining Lots No. 23 and 24 were acquired in 1977. The deed from Camp Branch Plantation to William G. Harris, et ux, conveying eight lots in Section E shown on map number one and dated June, 1965, these lots were conveyed subject to the restrictive covenants of February 1, 1965. Benny M. Galloway and wife, petitioners, acquired Lots 24 and 25 in Section D as shown on map number one dated June 30th, 1964, and this property was conveyed subject to the restrictive covenants of February 1, 1965. The defendant contends that the restrictive covenants relate only to property shown on map number one dated June 30th, 1964, and since map number one does not show his property, therefore, the restrictions do not apply. Map number one and map number two cover the same subdivision and the same street, obviously, the lots shown on map number one were surveyed and platted and the map stopped at Lot No. 19 in Section E and Lot No. 27 in Section D. Subsequently, the remaining lots in the subdivision were surveyed, platted and are shown on map number two dated May 10, 1965. Map number two, obviously, is a continuation of map number one because it begins with Lot No. 20 in Section E and Lot No. 28 in Section D. Logic compels the conclusion that the covenants were intended for all the lots on Forest Drive, shown on maps one and two, and that it was not the intention to stop the covenants in the middle of the subdivision. Lots shown on both maps and in both Sections E and D were conveyed subject to the same restrictive covenants; so therefore, the only logical, reasonable, and satisfying conclusion that can be reached is that the restrictions apply to all the lots on Forest Road. To sum up, the Court is of the opinion from the evidence in this case, exhibits filed and the two visits to the street and neighborhood in

question, that: (1) The house-trailer is forbidden by the restrictive covenants, whether specifically or by implication, and (2) That the old abandoned automobiles are offensive, unsightly, objectionable and constitute a "nuisance" that is prohibited by the covenants, and (3) That the restrictive covenants dated February 1, 1965, apply to the lots owned by the defendant in Section E as shown on map number two.

This the 24th day of April, 1979.

John D. Hooker
Judge

O R D E R

THIS CAUSE came on to be tried upon the Bill for Injunction previously filed and duly served upon the Respondents and the response of the Respondents. The case was tried on February 12, 1979, and was heard, by agreement of counsel, before the Court sitting without a jury. Neither parties nor the Court requested an issue out of chancery.

Upon consideration of the evidence, ore tenus, the exhibits introduced at the trial and the stipulations of counsel, the Court finds that the complainants in this cause are entitled to permanent injunctive relief on account of the ongoing violation by the Respondents of certain restrictive covenants which the Court finds applicable to the property owned by the parties to this litigation. The Court finds that the Complainants have no adequate remedy at law. ~~and that the violations of the restrictive covenants applicable to the property owned by the parties to this litigation are causing the Complainants to suffer irreparable injury~~ The Court finds that the Respondents are and have been maintaining a nuisance upon their property in violation of the restrictive covenants which said nuisance consists in the keeping of junked, abandoned, or disabled vehicles upon their property. The Court further finds that the Respondents are in violation of the restrictive covenants by keeping a mobile home or house trailer upon their premises.

For the reasons stated herein and for the reasons stated in the Court's Memorandum Opinion filed in this cause, it is hereby ADJUDGED, ORDERED, and DECREED that the Respondents be and they hereby are permanently enjoined from keeping mobile homes or house trailers upon property owned by them on Forest Road in Henry County, Virginia, and they are permanently restrained and enjoined from keeping junked, abandoned, or disabled vehicles upon their premises.

The Respondents are hereby ORDERED to remove the house trailer on their premises and the junked, abandoned, and disabled vehicles located thereon within thirty (30) days of the entry of this Order.

The Respondents, by counsel, have indicated that they desire to appeal the decision of the Court in this cause. Therefore, it is hereby ADJUDGED, ORDERED, and DECREED that execution of this Order shall be suspended upon the filing by the Respondents of their Notice of Appeal. Said suspension shall remain in full force and effect pending determination of the appeal in this cause.

ENTER this 25th day of April, 1979.

/s/ Jno. D. Hooker
Judge

I ask for this:

Philip G. Gardner, Counsel for Complainants

I object to the entry of this Order:

Edb H. Williams, III, Counsel for Respondents

ASSIGNMENTS OF ERROR

(1) The Trial Court committed error in holding that the mobile home of Appellants located on their property is in violation of Paragraphs 2 and 5 of the Restrictive Covenants of the Woodland Heights Subdivision, whether specifically or by implication.

(2) The Trial Court committed error in holding that the automobiles located on Appellants' property constitutes a nuisance that is forbidden by Paragraph 3 of the Restrictive Covenants of Woodland Heights Subdivision.

(3) The Trial Court committed error in using the hearsay testimony basis of an expert witness's opinion as to the value of real estate, as substantive evidence to prove the truth of the matter asserted therein.

STATEMENT OF FACTS

PURSUANT to Rule 5:9(c), the following constitutes a written Statement of Facts. All exhibits introduced into evidence are hereby made a part of this Statement of Facts.

The Complainants filed a Petition for Permanent Injunction against the Respondents alleging the violation of certain restrictive covenants relative to property owned by the Respondents and allegedly applying to lots situated on Forest Road, Woodland Heights Subdivision, Henry County, Virginia. The Respondents then filed their Answer denying the allegations made and expressly averring that they were not in violation of such restrictive covenants. Thereafter, with the parties being at issue, the case was heard before the Honorable John D. Hooker, Judge, sitting without a jury. In the trial of the case, copies of the maps of the Woodland Heights Subdivision, restrictive covenants, and various deeds were introduced into evidence as exhibits. In addition, there were various pictures and mobile home and automobile titles introduced. All exhibits for the Complainants and Respondents are hereby made part and parcel of this Statement of Facts and incorporated by reference herein.

The testimony of the various witnesses and other incidents of trial are as follows; to wit:

Complainants' Witnesses:

1. Benny M. Galloway: (One of the Complainants) Mr. Galloway described the general character of the neighborhood wherein the parties to this litigation reside as being middle to upper middle class with houses ranging in value from $35,000.00 to $75,000.00. He described Forest Road as a one way street with a cul-de-sac at the end, and on property belonging to the Respondents facing the cul-de-sac, there is located a mobile home visible from the street and what he called junked automobiles. The Respondents, by counsel, objected to this characterization and the witness then described the automobiles as having the appearance of being stationary and disabled. He testified that he objected to the mobile home and automobiles being located on the property and that he found them to be unsightly, and was of the opinion that they devalued the neighborhood in general. On cross examination, he testified that the value of his home has increased since he originally purchased it. In 1969, he paid $26,500.00 and now puts a value of $58,500.00 on the property. Further, when he moved to his property in 1969, there were two mobile homes on Forest Road, one on the property of R. G. Dagenhart and one on the property of Roy Lawrence. He was of the opinion that a mobile home was not a real home as he understood the true meaning of that term to be.

2. W. G. Harris: (One of the Complainants) He testified that he purchased his property in May of 1965 and that when he moved there, the Lawrence mobile home was already there on the Lawrence property and in use but he didn't know about

the Sagenhart mobile home. He testified that he moved to that location because he wanted to live in the country where it was quiet. He further testified that he could see the mobile home situated on the Foley property from his back yard and that he found it and the alleged junk automobiles to be offensive, obnoxious and unsightly.

3. Curtis L. Harris: (One of the Complainants) Through the testimony of this witness were introduced the various pictures offered as the Complainants' exhibits. He testified that the automobiles and the mobile home situated on the Foley property interfered with the value of his house and that he felt that his property had been devalued. He testified that he was unable to sell his home while it was on the market at the price of $50,000.00 and that he had received no offers whatsoever on the house. He also testified concerning the number of automobiles situated on the Foley property, that he and his wife could see the mobile home and the automobiles from their kitchen window, their bedroom window, their carport, their backyard, and also from the cul-de-sac. He testified that the view of the mobile home and automobiles interfered with he and his wife's enjoyment of the property and made them self-conscious about inviting people over for cookouts. He further testified that he had never seen Foley working on any of these automobiles and that some of them had been moved before trial and that there were as many as 14 to 16 at various times. At the time of trial, he testified that there were 7 such automobiles, some of which had never been moved since he had been living there. His testimony further revealed that the mobile home belonging to the Foleys was being used by them as a residence. He described the lots situated on Forest Road as being spacious and well wooded.

On cross examination, this witness testified that he purchased his property in 1976 for the sum of $35,000.00. He placed the present market value of the property at $50,000.00 and so listed it for sale at that price. He further testified that he thought his property had gone up in value since 1976. He said that when he bought his property, he did not see the Foley mobile home but later saw it after taking possession and ownership of his property. Further, he had not seen the Lawrence mobile home until he moved to his property.

4. Stanford L. Finney: This witness was qualified as a real estate broker and an expert witness as to real estate property values. He testified that he was familiar with the Curtis Harris property and the Fred Foley property and that he had taken a prospective purchaser to the Harris property, at which time he and the purchaser saw the mobile home and the automobiles on the Foley property. Mr. Finney testified that the automobiles appeared to be junk and that he felt that the existence of the mobile home and the automobiles depressed the value of the Harris property and other property in the neighborhood. He further testified that a prospective purchaser became disinterested because he said the mobile homes and junk automobiles were there. The Respondents, by counsel, objected to the testimony of this witness relative to what the prospective purchaser had said. The objection was made on the basis that such testimony relative to the prospective purchaser constituted hearsay evidence. Complainants maintained that it was admissible because it came out on cross examination when Finney was explaining the basis of his opinion to counsel for the Respondents. The trial judge overruled the objection and allowed this testimony into evidence. Objection noted.

5. Frederick L. Foley: (Respondent, also called as an adverse witness by the Complainants) This witness testified to the effect that his mobile home and the automobiles were located on his property. He further testified that the mobile home was underpinned and was served both by a septic tank and water and also used as a personal residence with the size or dimensions being 10' x 50'. He stated that he was using a portion of an old van as a shed for his lawn mower and garden tools.

At the conclusion of the Complainants' evidence, the Respondents, by counsel, made a motion to strike the Complainants' evidence on the basis that said Complainants did not prove that the mobile home and alleged junk cars were situated on lots 23 and 24, Section E, Woodland Heights Subdivision as alleged in the Petition for Permanent Injunction. It was contended by the Respondents that the Complainants had the burden to prove their allegations wherein they claimed that the mobile home and alleged junk automobiles were situated on these two numbered lots and not on some other property. In argument, the Complainants, by counsel, contended that the Respondent, Foley, had testified that the automobiles and mobile home were on property owned by him on Forest Road. The Court thereafter overruled the motion to strike, to which action the Respondents, by counsel, objected.

Respondents' Evidence:

1. Ida Oakes: (Formerly Ida Stanley, is the mother of the Respondent, Frederick L. Foley) She testified that she presently owns lot 26, Section E, Woodland Heights Subdivision which is directly next to lot 25, Section E, owned by the Respondent, Fred Foley. She testified that she sold lot 25 to Fred Foley in 1969. She said that as a property owner, she did not

feel that the mobile home or mobile homes on the property would in any way devalue her property or other property located on the street. She said that her son's mobile home is situated on lot 25 and she had allowed him to place it on that lot in 1968 approximately one year before she sold the lot to him. In further testimony, she stated that at the time she bought lots 26 and 25, which (lot 25) she later sold to her son as aforesaid, the selling agent, George Clanton, told her that there were no restrictions as to the use of mobile homes on the property. To this testimony, the Complainants, by counsel, objected claiming the same to be hearsay. The Court agreed that it was hearsay but allowed the evidence.

Mrs. Oakes further testified that although she owned the property which she described, her place of residence was in another location in Henry County, Virginia.

2. Roy Lawrence: He testified that he had been living on Forest Road, Woodland Heights Subdivision, for approximately 13 years and that he owns a mobile home which has been located on his property almost for the entire time he has lived there and that the mobile home is still located there on his property. He stated that there has never been any objection from other property owners as to his mobile home and that his mother-in-law lives in the mobile home. He also testified that in his opinion mobile homes on the property did not devalue or depress real estate values of any property on Forest Road. He further stated that he had no objection to the automobiles owned by Fred Foley and located on the Foley property and that such automobiles were not offensive to him.

On cross examination, Mr. Lawrence testified that he lives up the street from Foley and could not see Foley's auto-

mobiles or mobile home from his house. In addition, he stated that his mobile home is situated directly behind his house and that when his mother-in-law dies, he has plans to move the mobile home to another location away from his property.

3. H. D. Smith: Mr. Smith testified that he lives on the same side of the street as does Fred Foley and that his property is on the other side of both Curtis Harris and William Harris. He owns five lots which he values with improvements thereon at approximately $100,000.00. He stated that he is familiar with Fred Foley's mobile home and did not feel that this mobile home in any way devalued his property or any other property on this street. He further testified that the alleged junk or disabled automobiles on the Foley property were not offensive to him. He understood that Mr. Foley repairs automobiles as a hobby just as he, Mr. Smith, does. Mr. Smith further testified that he has constructed a repair garage on his property in which he likewise repairs automobiles and that he presently has two disabled automobiles on a portion of his property which can be seen from the road and which he intends to repair.

On cross examination, he testified that in leaving his house, he normally goes up the street away from the direction of the Foley property and that he rarely goes down to the cul-de-sac, where the Foley property is located. He stated that from his house he could not see anything that Mr. Foley is doing. He further stated that when the garage which he is building on the back of his lots is completed, that he is going to put into it two 1940 Ford automobiles which he plans to repair. He further stated that he saw nothing wrong with everybody having a mobile

home in their front yards, if they desire, just so long as the mobiles homes were nice ones.

4. Milton D. Hatcher: This witness testified that he lives on Forest Road and has lived there for a number of years. He had no objection to mobile homes being located on the property on this street. Further, he does not feel that the presence of the Foley mobile home or other mobile homes such as that of the Lawrences' would in any way devalue his property or other property on the street and that he likewise has no objection to the automobiles which Mr. Foley has on his property. Mr. Hatcher further feels that his property has increased in value since he purchased it and he likewise would think that other property on the street has increased in value.

On cross examination, Mr. Hatcher related that he could not see the Foley property or the mobile home or automobiles from the location of his property. He further stated that his signature is on a Forest Road Covenants Petition and that his signature had been scratched out, with this petition being shown as Complainants exhibit #10. On redirect, he further stated that he did not understand that the petition related to the mobile home, that he only thought it related to the automobiles and when he learned that it related to the mobile home, he directed that his name be stricken from this petition.

5. Frederick L. Foley: (Respondent)
Mr. Foley testified that he owns lots 23 and 24, Section E, on Forest Road which he purchased from his brother, James David Foley, in August of 1977. Located on these lots is a brick residential dwelling house. He purchased lot 25, Section E, from

his mother in 1969 but had placed a mobile home on this lot in 1968 with his mother's permission. Since 1968, he and his wife have been living in this mobile home as their place of personal residence, being a period of more than ten years. He stated that there had been no objection to his mobile home or to his automobiles until Mr. Curtis Harris complained to him in 1978. He further testified that he pays personal property taxes on the mobile home, that it is registered as a motor vehicle and that he pays for a county decal or strip like on any other motor vehicle. The mobile home is underpinned as required by Henry County ordinances, but other than that, it is not permanently attached to the real property. He testified that he installed a septic tank for the mobile home after placing the same on the lot and that he has made other improvements on the property as needed to properly use the mobile home as a place of residence. He further testified that the Curtis Harris house is situated on lots 20, 21, and 22 of Section E, and is on the other side of the brick dwelling house situated on lots 23 and 24.

Relative to the automobiles on his property, Mr. Foley testified that he has never had more than six there at one time and that he has titles to these automobiles which he is repairing as a hobby and that none of these automobiles are junk or abandoned as alleged by the Complainants. These automobiles are in various stages of repair and some of them had been on his property longer than others because he was having difficulty in acquiring certain needed replacement parts. He further stated that the largest number of such automobiles which he had on his property at one time was six. There had never been from 14 to 16 as claimed by Curtis Harris.

In further reference to his mobile home, Mr. Foley testified that he had spent a considerable amount of money on his property, including maintaining the grounds around the mobile home, that the mobile home was not unsightly and that in his opinion it did not in any way cause any decrease in property values on Forest Road. In addition, he testified that the mobile homes of Roy Lawrence and R. G. Dagenhart were already located on their respective lots when he, Foley, placed his mobile home on lot 25 in 1968. Further, his mobile home was already on his lot when the Complainant, Benny Galloway, purchased his property in 1969. He further stated that Curtis Harris could have easily seen his mobile home when Harris purchased his property in 1976.

Mr. Foley related that he was familiar with the restrictive covenants and none of them expressly prohibit the use of mobile homes and he was, therefore, not in violation of those covenants.

Stipulation as to Testimony of R. G. Dagenhart:

It was further stipulated that the testimony of R. G. Dagenhart would be basically the same as the testimony of the other witnesses of the Respondents. Dagenhart would testify that he had a mobile home on his property for a number of years and did not feel that it would depress property values.

At the conclusion of the Respondents' evidence, the Respondents again moved the Court to strike the Complainants' evidence for the reasons as previously stated and the Court again overruled the motion, to which action, the Respondents objected.

The Complainants then, by counsel, moved the Court to allow them to amend their Petition for Permanent Injunction to

allege that the mobile home and alleged junk cars owned by the Respondents were in fact located on lot 25, Section E, and not on lots 23 and 24, Section E, as previously alleged. They also asked for leave to introduce as an exhibit a copy of the deed to lot 25, Section E, from Ida R. Stanley and husband to Frederick Lynwood Foley. The Respondents, by counsel, objected to the motion of the Complainants on the basis that the evidence for both parties had already been introduced and the parties had rested and, therefore, the evidence was complete. It would thus, according to the Respondents, be improper to allow such an amendment and introduction of an additional exhibit at that stage of the trial. The Complainants took the position that it was clear from the evidence for both the Complainant and Respondent that the alleged violations were on property owned by Fred Foley and that no substantial variance from the pleadings and the proof had occurred. The Court agreed with the position of the Complainants that it was a mere technicality and constituted no material variance and it is a mere mechanical matter to amend the pleadings to reflect which of the three lots owned by Foley actually contained the mobile home and the automobiles in question. The Court sustained the motion and allowed the amendment and additional exhibit over the objection of the Respondents.

A view of the property was taken by the Court in the presence of counsel for all parties and thereafter final arguments were presented. The Complainants again took the position that the restrictive covenants did apply to the Foley property and that the Respondents were in violation of the same. The Respondents replied by contending that the restrictive covenants did not apply because there was no express prohibition

against the use of mobile homes and that there is no language in the restrictive covenants that would lend to the interpretation that the use of mobile homes are restricted by implication. Further, the Respondents contended that there had been no showing that the automobiles belonging to them were junk or abandoned and, therefore, the Complainants had not carried their burden of proving that such automobiles were a nuisance as restricted by the covenants. Further, the Respondents contended that the restrictive covenants did not apply to their property in that the specific covenants involved refer to a map dated June 30, 1964, which was recorded as Map #1 in Map Book 28, Page 79. This map does not show the Foley lots and, in fact, the Foley lots are shown on another map known as Map #2 of record in Map Book 28, Page 83. Therefore, on this point, the Respondents contended that the restrictive covenants do not apply to their property as a matter of law.

Complainants took the position that the deed to the specific lot in question, that is lot 25, specifically stated that the property was subject to the restrictive covenants in question and further the deeds to lot 23 and lot 24 also stated that the covenants were applicable to the property when the property was deeded from the developer to Foley's predecessor in title, his brother, James David Foley.

After argument of counsel, the Court took the case under advisement and later ruled on the case as related in its Memorandum dated April 24, 1979.

The foregoing Statement of Facts is hereby agreed upon by counsel for all parties.

This 14th day of May, 1979.

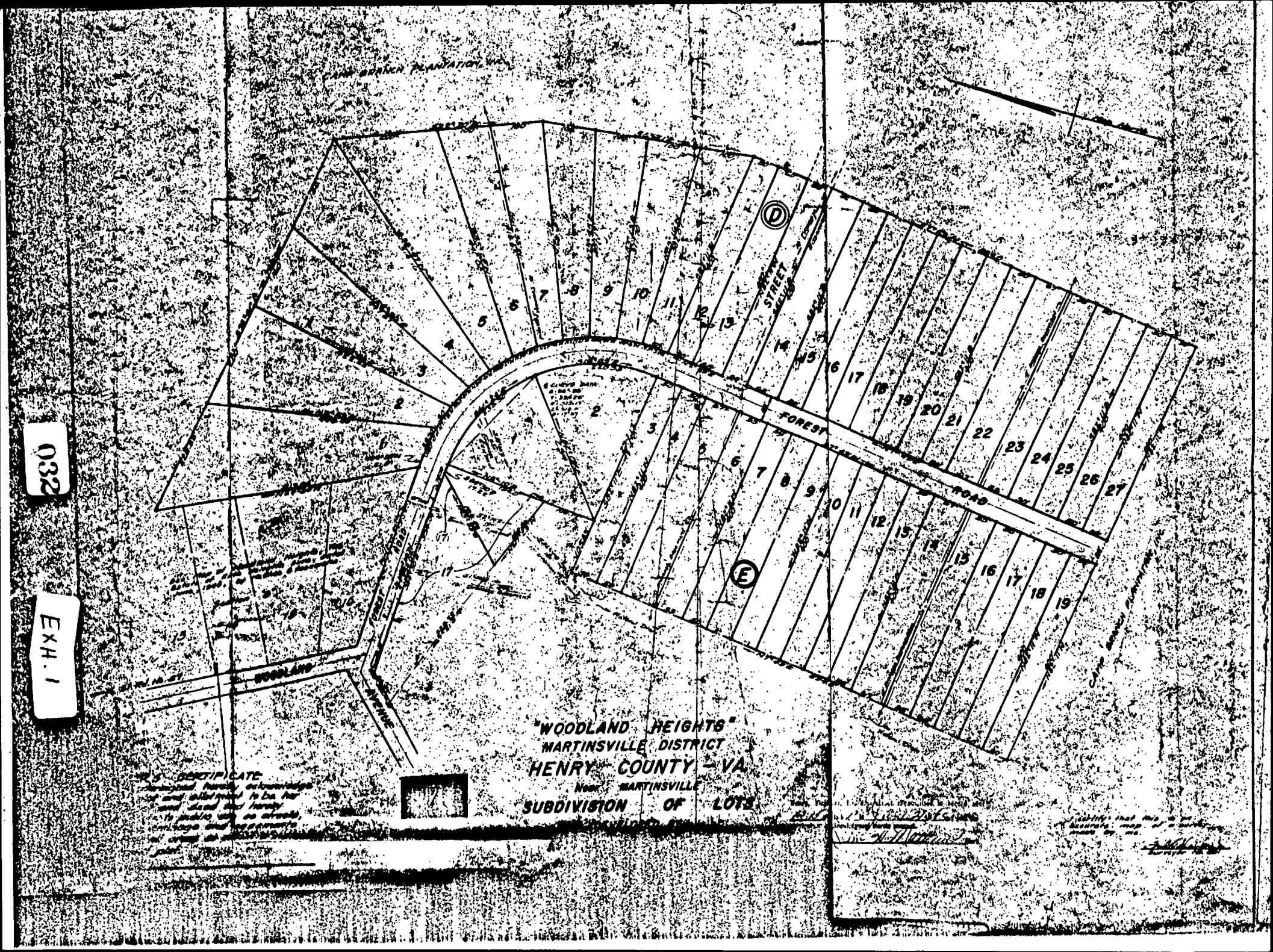
/s/ Philip G. Gardner
Philip G. Gardner - Of Counsel
for the Complainants

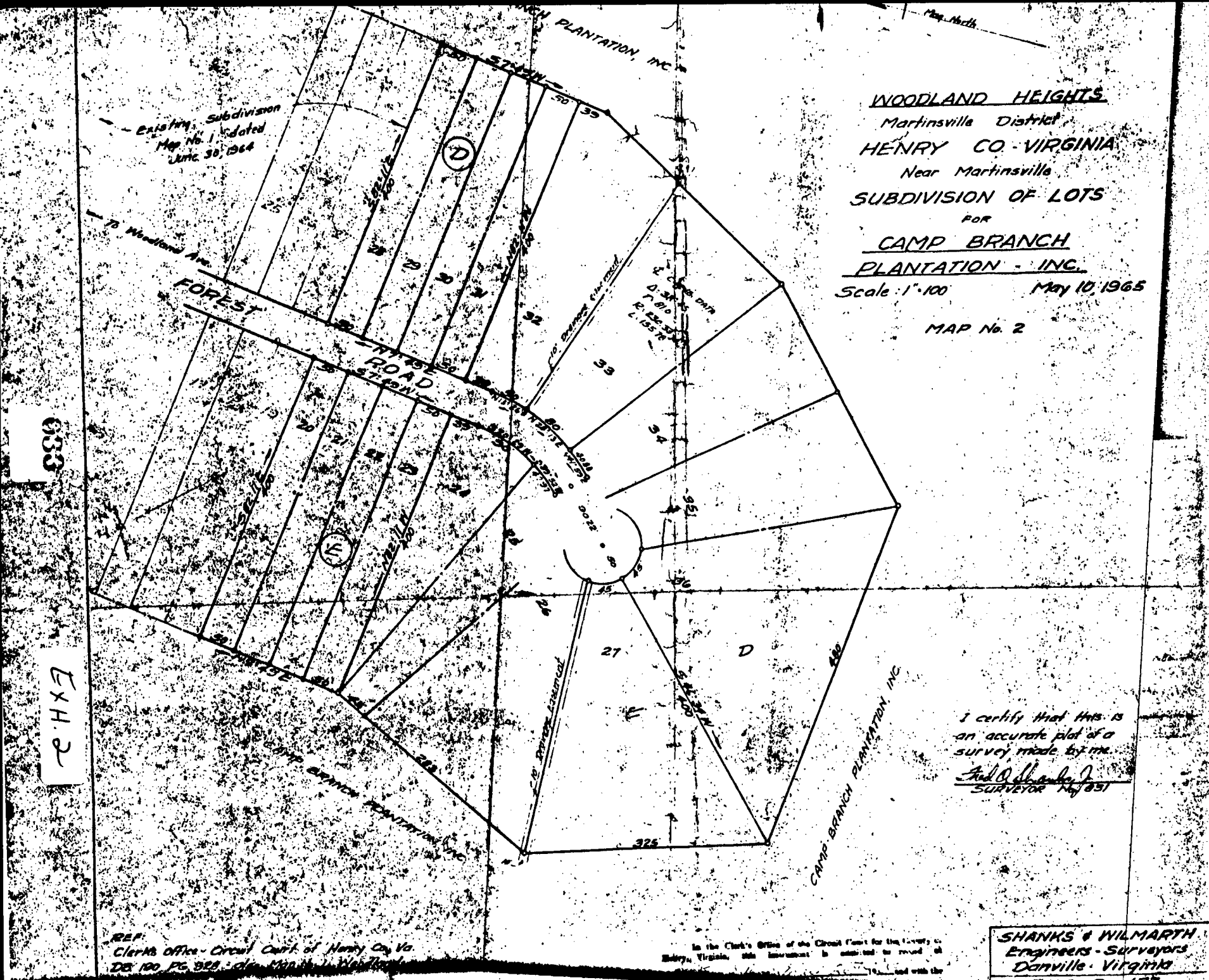
/s/ Ebb H. Williams, III
Ebb H. Williams, III - Of Counsel
for the Respondents

Pursuant to Section 5:9(c), the foregoing Statement of Facts and incidents of trial is hereby approved.

This 23rd day of May, 1979.

/s/ John D. Hooker
Judge


"WOODLAND HEIGHTS"
MARTINSVILLE DISTRICT
HENRY COUNTY - VA
Near MARTINSVILLE
SUBDIVISION OF LOTS
FOREST ROAD
STREET
WOODLAND
AVENUE
D
E
032
EXH. 1


WOODLAND HEIGHTS
Martinsville District
HENRY CO. VIRGINIA
Near Martinsville
SUBDIVISION OF LOTS
FOR
CAMP BRANCH
PLANTATION - INC.
Scale: 1" = 100
May 10, 1965
MAP No. 2
Map North
CAMP BRANCH PLANTATION, INC.
existing subdivision Map No. 1 dated June 30, 1964
To Woodland Ave.
FOREST ROAD
S 71-42 W
N 71-42 E
S 71-42 E
S 24-34 W
N 24-34 E
S 24-34 E
N 24-34 E
10' Drainage easement
10' Drainage easement
CAMP BRANCH PLANTATION, INC.
CAMP BRANCH PLANTATION, INC.
D
E
27
33
34
32
325
I certify that this is an accurate plat of a survey made by me.
SURVEYOR
SHANKS & WILMARTH
Engineers - Surveyors
Danville - Virginia
REF:
Clerk's Office - Circuit Court of Henry Co. Va.
DB 100 PG 328

633

EXH 2

Woodland Heights

BOOK 192 PAGE 618

RESTRICTIVE COVENANTS #1167

The following restrictive covenants shall apply to all of the lots contained in a map showing Sections "D" and "E" of a subdivision known as WOODLAND HEIGHTS, prepared for Mrs. L. E. Watt by Shanks & Wilmarth, Surveyors, June 30, 1964, and recorded in the Clerk's Office of the Circuit Court of Henry County, Virginia, in the Current Map Book, said restrictions to run with the land and shall be in full force and effect for a period of twenty-five (25) years from the date hereof:

1. Said lots shall not be used for any illegal purposes.

2. Any building other than a dwelling house and its necessary and proper out-buildings constructed upon the lot hereby conveyed shall be built only with the written consent of three-fourths of the then lot owners on Forest Road, or with the consent of the Committee.

3. No nuisance shall be maintained upon the lot hereby conveyed nor upon any lot on Forest Road, or any pig sty, or chicken house, or other like out-houses must be rendered inoffensive upon the written request of any lot owner and must be removed within one month. If the request is not complied with, such removal shall be at the owners expense. A portion of the lot or lots owned by any person may be used beyond a depth of two hundred (200) feet for the keeping of animals and for the general enjoyment of country living, but shall not be used for any offensive purposes.

4. All house plans must be submitted to Elsie S. Watt for her approval prior to construction of any dwelling, or to a committee of

PLAINTIFF'S EXH. 3

resident owners appointed by her in writing, and approval in writing by Elsie S. Watt or the committee must be given prior to the construction of such dwelling.

5. No dwelling shall be constructed upon any lot less than 100 feet in width, which residence shall contain at least 1200 square feet of living area.

6. Residences shall have no less than 50 feet set back from the front property line and 15 feet from sidelines, 20 feet from sidelines on corner lots, or as may be otherwise shown on record plat.

7. Easements are hereby reserved for utilities over a strip of land five feet in width along the front property line of each of the lots shown in said subdivision with right of ingress and egress for the installation, maintenance and removal of such utilities.

All of the above restrictions and conditions are subject to this provision, that whenever the owners of 75% of said lots shall agree in writing to waive, change, or alter any one or more of the above restrictions, the said change shall be effective.

IN WITNESS WHEREOF, Camp Branch Plantation, Inc. has caused its corporate name to be signed hereto by Elsie S. Watt, its President, and its corporate seal to be hereto affixed and attested by Frank H. Jones, its Secretary, the 1st day of February, 1965.

CAMP BRANCH PLANTATION, INC.

By Elsie S. Watt
Elsie S. Watt, President

CAMP BRANCH PLANTATION, INC. SEAL ATTEST

Frank H. Jones, Secretary

STATE OF NORTH CAROLINA,

COUNTY OF ROCKINGHAM, TO-WIT:

I, Adean K. Harris, a Notary Public in and for the County and State aforesaid, do certify that Elsie S. Watt and Frank H. Jones, President and Secretary, respectively, of Camp Branch Plantation, Inc., whose names are signed to the foregoing instrument, bearing date on the 1st day of February, 1965, have acknowledged the same before me, within my County and State aforesaid.

Given under my hand and Notarial Seal, this 6th day of May, 1965.

My commission expires 6-8-66.

Adean K. Harris
Notary Public

NOTARIAL SEAL

ADEAN K. HARRIS NOTARY PUBLIC ROCKINGHAM COUNTY

BOOK 192 PAGE 619

-2-

COPY

TESTE: Robert R. Crouch, Jr. CLERK

JAMES DAVID FOLEY and MARIE BENNETT FOLEY, husband and wife

FROM: DEED 1382

CAMP BRANCH PLANTATION, INC.

THIS DEED, Made this 26th day of May, 1967, by and between CAMP BRANCH PLANTATION, INC., a Virginia corporation, party of the first part, and JAMES DAVID FOLEY and MARIE BENNETT FOLEY, husband and wife, parties of the second part;

WITNESSETH: That for and in consideration of the sum of TEN DOLLARS ($10.00) and other valuable consideration, cash in hand paid by the parties of the second part unto the party of the first part, the receipt of which is hereby acknowledged, the said party of the first part doth hereby grant, bargain, sell and convey, in fee simple, with general warranty of title, unto the said James David Foley and Marie Bennett Foley, husband and wife, as tenants by the entireties with the right of survivorship as at common law, that is, with the share of the one dying belonging to the survivor of them, those two (2) certain lots or parcels of land situated on the West side of Forest Road, in the Martinsville Magisterial District of Henry County, Virginia, and being Lots #23 and #24, Section "E", as shown on Map No. 2 of Woodland Heights, prepared by Shanks & Wilmarth, Surveyors, May 10, 1965, of record in the Clerk's Office of the Circuit Court of Henry County, Virginia, in Map Book 28, page 88, and being a part of the property conveyed to the grantor herein by deed from Elsie S. Watt, et als, dated November 10, 1964, of record in the aforesaid Clerk's Office in Deed Book 190, page 928, to which map and deed reference is here had for a more particular description of the property hereby conveyed.

PLAINTIFF'S EXH. 4

The property herein conveyed is subject to restrictive covenants dated February 1, 1965, and recorded in the aforesaid Clerk's Office in Deed Book 192, page 618.

IN WITNESS WHEREOF, Camp Branch Plantation, Inc. has caused its corporate name to be signed hereto by Elsie S. Watt, its President, and its corporate seal to be affixed and attested by Frank H. Jones, its Secretary, the day and year first above written:

CAMP BRANCH PLANTATION, INC.

By Elsie S. Watt (SEAL)
Elsie S. Watt, President

ATTEST:

Frank H. Jones
Frank H. Jones, Secretary

STATE OF NORTH CAROLINA,

COUNTY OF ROCKINGHAM, TO-WIT:

I, Evelyn C. Apple, a Notary Public in and for the County and State aforesaid, do certify that Elsie S. Watt and Frank H. Jones, President and Secretary, respectively, of Camp Branch Plantation, Inc., whose names are signed to the foregoing instrument, bearing date on the 26th day of May, 1967, have acknowledged the same before me, within my County and State aforesaid.

Given under my hand and Notarial Seal, this 30th day of May, 1967.

My Commission expires February 7, 1968.

Evelyn C. Apple
Notary Public

NOTARIAL SEAL

Virginia:

In Henry County Circuit Court, Clerk's Office

June 3 1967

This Deed was this day received in this office and upon the annexed certificate of acknowledgement admitted to record at 9:30 o'clock A M.

Teste: John W. Marshall Clerk

A COPY TESTE Robert P. Crouch Jr. CLERK

FREDRICK LYNWOOD FOLEY AND
OK-SOON K. FOLEY, H/W

FROM: DEED

JAMES DAVID FOLEY, ET UX

BOOK 276 PAGE 74

THIS DEED, made this 23rd day of August, 1977, by and between JAMES DAVID FOLEY, in his own right and as survivor of Marie Bennett Foley, deceased, and CASSANDRA ORE FOLEY, his wife, parties of the first part, and FREDRICK LYNWOOD FOLEY and OK-SOON K. FOLEY, husband and wife, parties of the second part;

WITNESSETH: That for and in consideration of the sum of TEN ($10.00) DOLLARS, cash in hand paid by the parties of the second part, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the said parties of the first part do hereby bargain, sell, grant and convey, in fee simple, with general warranty of title and with English Covenants of title, unto the parties of the second part, as tenants by the entireties with survivorship between them as at common law, with the share of the one first dying to belong to the other, all of those two (2) certain lots or parcels of land situated on the West side of FOREST ROAD in the IRISWOOD MAGISTERIAL DISTRICT of HENRY COUNTY, VIRGINIA, and being known and designated as LOTS NOS. 23 and 24 of SECTION "E", as shown on Map No. 2 of Woodland Heights, prepared by Shanks & Wilmarth, Surveyors, May 10, 1965, and of record in the Henry County Circuit Court Clerk's Office in Map Book 28, at Page 88, and being more particularly shown on a certain map entitled, "Plat of Survey for James David Foley and Marie Bennett Foley", which said map was

 PLAINTIFF'S EXH. 5

prepared by J. A. Gustin, C.L.S., is dated February 22, 1968, and is of record in the aforesaid Clerk's Office in Map Book 38, at Page 13, and being all of that same property acquired by James David Foley and Marie Bennett Foley, husband and wife, with survivorship between them, by deed dated May 26, 1967, from Camp Branch Plantation, Inc., a Virginia corporation, which said deed is of record in the aforesaid Clerk's Office in Deed Book 205, at Page 221, the said Marie Bennett Foley, while married to the male grantor herein, having departed this life on the 10th day of September, 1974, and the said male grantor having acquired her interest by survivorship thereby. Reference is hereby had to the aforesaid maps and deed for a more particular description of the property herein conveyed.

WITNESS the followin signatures and seals, this the day and year first above written.

James David Foley (SEAL)

Cassandra Ore Foley (SEAL)

STATE OF VIRGINIA

CITY OF MARTINSVILLE, TO-WIT:

I, Edith T. Sharpe, a Notary Public in and for the City and State aforesaid, do hereby certify that James

David Foley and Cassandra Ore Foley, husband and wife, whose names are signed to the foregoing Deed, bearing date of August 23, 1977, have each personally acknowledged the same before me in my City and State aforesaid.

GIVEN under my hand this 23rd day of August, 1977.

My Commission expires March 2, 1981.

Faith L. Hargrove
Notary Public

BOOK 270 PAGE 76

VIRGINIA: In the Clerk's Office of the Circuit Court of Henry County, 8-24, 1977. This deed was this day received in said office, and, upon the certificate of acknowledgment thereto annexed, admitted to record, at 11:55 o'clock A.M., after payment of $34.50 tax imposed by Sec. 58-54 (a).

Teste: Robert P. Crouch, Clerk.

Tax $ 51.75 Transfer Fee $ 1.00

COMPLAINANTS' EXHIBIT NO. 8

FREDERICK LYNWOOD FOLEY

FROM: DEED #1384

IDA R. STANLEY &
ESPA S. STANLEY

THIS DEED, made this 27th day of May, 1969, by and between Ida R. Stanley and Espa S. Stanley, husband and wife, parties of the first part, and Frederick Lynwood Foley, party of the second part.

WITNESSETH: That for and in consideration of the love and affection that the parties of the first part have for the party of the second part, who is their son, the said parties of the first part do hereby bargain, sell, give, grant and convey, unto the party of the second part hereto, Frederick Lynwood Foley, in fee simple, with general warranty of title, all of that one certain lot or parcel of land, situated on the West side of Forest Road, in the Martinsville Magisterial District of Henry County, Virginia, and being Lot No. 25, Section "E", as shown on Map No. 2 of Woodland Heights, prepared by Shanks & Wilmarth, Surveyors, May 10, 1965, of record in the Clerk's Office of the Circuit Court of Henry County, Virginia, in Map Book 28, Page 88, and being the same Lot No. 25, which was conveyed unto Ida R. Stanley, the female grantor herein, on August 3, 1967, from Camp Branch Plantation, Inc. which said deed is of record in the aforesaid Clerk's Office in Deed Book 206, Page 446,. to which said map and deed reference is

here made for any further description of the lot or parcel of land hereby conveyed.

The property herein conveyed is subject to the restrictive covenants dated February 1, 1965, and recorded in the aforesaid County Clerk's Office in Deed Book 192, Page 618.

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

Ida R. Stanley (SEAL)
Ida R. Stanley

Espa S. Stanley (SEAL)
Espa S. Stanley

STATE OF VIRGINIA,

CITY OF MARTINSVILLE, to-wit:

I, Juanita C. Hairfield, a Notary Public in and for the City and State aforesaid, hereby certify that Ida R. Stanley and Espa S. Stanley, whose names are signed to the foregoing deed, bearing date of May 27, 1969, have personally acknowledged the same before me within my City and State aforesaid.

Given under my hand this 31st day of May, 1969.

My commission expires on May 9, 1972.

Juanita C. Hairfield
Notary Public

VIRGINIA: In the Clerk's Office of the Circuit Court of Henry County, June 3, 1969. This deed was this day received in said office, and, upon the certificate of acknowledgment thereto annexed, admitted to record, at 10:20 o'clock A.M., after payment of $_____, tax imposed by Sec. 58-54 (b).

Teste: John H. Matthews, Clerk.

Tax $ 1.50 044 Transfer Fee $_____

August 18, 1978

FOREST ROAD COVENANTS PARTITION

We, the residents of Forest Road, Woodland Heights Subdivision, desire to implement the regulations contained in the attached Woodland Heights RESTRICTIVE COVENANTS (Legally filed in Henry County Courthouse Deed Book #192, Page 618) as they apply to the mobile home and abandoned "junk" cars located on the property occupied by Fred Foley on Forest Road.

In order to maintain our street as a quiet, pleasurable and sightly attractive place to enjoy an atmosphere of country living with pride, we request that Mr. Foley cooperate with us in maintaining an attractive physical environment by removing the mobile dwelling and junk cars in accordance with ITEM #3 of the RESTRICTIVE COVENANTS.

We agree that our request is strictly for the beautification of our neighborhood in keeping with the legal covenants and in no manner is meant as a hostile action toward Mr. Foley and his family.

RESIDENT SIGNATURES:

Mr + Mrs Curtis L. Harris
Mr. & Mrs. Ben M. Holloway
[illegible]
Mr. + Mrs. J. D. [illegible]
Mr + Mrs J. L. Moore
[illegible]
Richard G. Dagenhart
Mr. + Mrs. [illegible] Cummings
Rev. Solomon [illegible]
[illegible]

Ct

A fact in
J.D.H

78-49 Ronnie & Ricky Harris File

Motion by Mr. Norman, second by Mr. Minter, and carried

ORDINANCE TO REGULATE AND CONTROL THE OPERATION OF AUTOMOBILE GRAVEYARDS IN HENRY COUNTY, VIRGINIA, AND TO REQUIRE ALL SUCH AUTOMOBILE GRAVEYARDS TO BE WITHIN AN ENCLOSURE:

WHEREAS, the Board of Supervisors of Henry County, has authority under the law of the Commonwealth of Virginia and more specifically under the provision of Title 15, Section 18 of the 1950 Code of Virginia as amended, to adopt such measures as they deem expedient to regulate and control the operation of automobile graveyards and to require that any person who maintains a place commonly known as an automobile graveyard, any part of which is within one thousand feet of any highway comprising a part of the State highway system to erect and maintain a fence or hedge around such automobile graveyard.

NOW THEREFORE BE IT ORDAINED by the Supervisors of Henry County as follows:

1. An automobile graveyard shall be defined as any place or lot which is exposed to the weather and upon which more than five motor vehicles or any kind, incapable of being operated, are placed, located, or found;

2. Every automobile graveyard owner in Henry County, Virginia, as defined in this ordinance shall construct around said automobile graveyard a fence or hedge of such height as necessary to conceal said automobile graveyard from general view to users of public highways; however, said fence or hedge shall not be required to exceed more than 12 feet in height and every motor vehicle coming within the provisions of this ordinance shall be stored and located within the enclosed area;

3. And after giving to the operator of such automobile graveyard notice to build such enclosure as required by Title 15, Section 18 of 1950 Code of Virginia, as amended, and said owner or operator shall refuse to construct such enclosure; the State Highway Commissioner shall enforce the provision of this ordinance as provided by Title 15, Section 18 of the 1950 Code of Virginia as amended;

4. Any person, firm or corporation who violates the terms of this ordinance shall be punished byafine of not more than $500 or by confinement in jail for a term of not more than six months, either or both such fine and confinement in the discretion of the court or jury trying said case. Further, each day of operation in violation thereof shall constitute a separate offense under this ordinance.

5. The effective date of this ordinance shall be November 1, 1957, and every automobile graveyard required to be fenced or hedge planted under this ordinance shallbe constructed or planted on or before the first day of November 1957. And it is further ordered that a copy of this ordinance be published in the Bassett-Henry County Journal and the Martinsville Daily Bulletin for two successive and consecutive weeks.

Plaintiff Ex 17

J.D.

10

Defendant's Exhibit 4

(D) Defendant Ex 4

1978 J.D.H.

37898

1978

COUNTY OF HENRY, VIRGINIA

PERSONAL PROPERTY TAX STATEMENT

MAKE CHECK PAYABLE TO: D.W. TURNER, TREASURER
P.O. BOX 218, COLLINSVILLE, VA. 24078

PAY NOT LATER THAN DEC. 5, 1978. INTEREST EFFECTIVE AFTER JUNE 30, 1979 AT RATE OF 2/3 of 1% PER MONTH.

FOLEY, FREDERICK L & OK-SOON K
RT 7 BOX 518
MARTINSVILLE, VA. 24112

PAID
NOV 14 1978
D.W. TURNER, Treas.

TAX RATE	PERSONAL PROPERTY	MACHINERY & TOOLS	MERCHANTS CAP.	TOTAL VALUE	ANNUAL TAX
5.75	120			120	6.90

DATE	TAX	PENALTY	INT-COST
	$	$	$
	$	$	$
	$	$	$

☐ CASH ☑ CHECK BY

5% PENALTY AFTER DEC. 5, 1978

CREDITS
BALANCE
PENALTY
BALANCE

.35

CREDIT
INTEREST
TOTAL

TAXPAYER'S RECEIPT

EXPIRES JANUARY 31, 1979

(2)

Defendant Ex 5
J.D.N

TRANSFER OF INTEREST AGREEMENT

Nov. 27, 1968

DESCRIPTION OF herein called "Property"

Make	Model No.	Engine Number	Manufacturer's Serial Number	Amt. Customer's Indebtedness	Amt. of Selling Price to Transferee
Chickasha			519942	$ 7192.92	$ 3767.72

Balance of $ is payable in 44 consecutive monthly instalments of $ 85.63 each, first instalment payable 12 (Month) 7 (Day) 68 (Year)

Memorandum of Agreement between Michael S. Stanley + Mrs. Pearl H. Stanley (Original Customer(s)) of herein called "Transferor", and Frederick F. Foley + Jack R. Stanley (New Customer(s)) of R.F.D. 5, Clearview Dr. Martinsville, Va. herein called "Transferee". Witnesseth:

Transferor has heretofore on October 25, 1966, purchased from A & U Homes Corporation (Dealer) of Martinsville, Virginia herein called "Dealer", the above described Property, and executed a note, conditional sale contract, lease, chattel mortgage, or other security instrument, herein called "Instrument", in favor of Dealer, and said Instrument has been assigned for value by Dealer to the Company designated below, herein referred to as "Assignee".

Instrument has been (filed) (recorded) in the office for on the day of 19 , No.

Transferor desires to sell his interest in said Property to Transferee and according to the terms of said Instrument, must first obtain the consent of Assignee thereto.

Now therefore, for valuable consideration, Transferor has bargained and sold, and by these presents does sell, grant and convey unto Transferee, his heirs, executors, administrators and assigns, all right, title and interest of Transferor in and to the said Property, and the Transferor's interest under said Instrument (including any property insurance, Creditor Life Insurance, or Hospital and Accident Insurance that may have been written in connection with the financing of the Property described herein) subject to all the terms, conditions and agreements of Transferor in said Instrument; provided, however, this Agreement is of no effect unless and until written consent of the Assignee has been given hereunder, and in consideration of which Transferor and Transferee jointly and severally promise to pay said Instrument according to its terms, the balance owing thereon being shown above.

If permitted by the law of the State where this Agreement is sought to be enforced, Transferor and Transferee, jointly and severally, hereby irrevocably authorize any attorney at law to appear for them in any court of record, or before any Justice of the Peace, in any State of the United States, except Indiana or New Mexico, and waive issue and service of process and confess judgment against them, or any of them, in favor of Assignee, for such amounts as may appear to be unpaid on said Instrument, together with interest after maturity, costs and attorney's fees as permitted by law and to release all error and waive all right of appeal. Transferor and Transferee also waive presentment, protest, notice of protest and all benefit of valuation, appraisement, and homestead or other exemption laws now in force or hereafter enacted, including stay of execution and condemnation.

Transferee hereby binds himself to the prompt payment, performance and discharge of all obligations and covenants of said Instrument, all of which Transferee has read and fully understands. Transferor agrees that Assignee may, without notice to or the consent of Transferor, extend the times of payment or rearrange the times of payment of the Instrument, or renew the same, without affecting the liability of Transferor hereunder.

Subject to the prompt performance and discharge of all the aforegoing, Assignee hereby consents to said transfer from Transferor to Transferee as aforesaid.

COMMERCIAL CREDIT CORPORATION (Assignee)

By L C Jones

Michael S. Stanley (Original Customer - Transferor) (Seal)

Mrs. Pearl H. Stanley (Original Customer - Transferor) (Seal)

Frederick F. Foley (New Customer - Transferee) (Seal)

Jack R. Stanley (New Customer - Transferee) (Seal) (3)

Undersigned, referred to above as "Dealer", consents to the foregoing transfer and agrees that said transfer shall not release, alter, or in any manner affect Undersigned's liability and obligation to Assignee on or in respect to said Instrument referred to therein.

DATE REGISTRATION VALID TO APRIL 15, 1970 LICENSE NUMBER

TITLE NUMBER	YR MFG / MODEL	MAKE & BODY STYLE		
975913	65	CHICKASHA HOUSE TRL		
994		11900		
IDENTIFICATION NUMBER		FN	GNS	SWC

EDERICK LYNWOOD FOLEY
A R STANLEY
5 CLEARVIEW DR
RTINSVILLE VA

GN HERE →

9 VIRGINIA MOTOR VEHICLE REGISTRATION —
— Not valid unless signed in ink by owner.
card must be carried in the motor vehicle when in operation
does not permit holder to operate a motor vehicle.

Commissioner,
Division of Motor Vehicles

THIS PORTION IS YOUR REGISTRATION CARD RETURN ONLY WHEN VEHICLE IS SOLD

COMPLETE REVERSE SIDE FOR
NOTIFICATION OF CHANGE OF ADDRESS
← THIS PART OF CARD IS NOT A REGISTRATION OF VEHICLE →

TITLE NUMBER	YR MFG / MODEL	MAKE & BODY STYLE		
13975913	65	CHICKASHA HOUSE TRL		
51994		11900		
IDENTIFICATION NUMBER		FN	GNS	SWC

FREDERICK LYNWOOD FOLEY
IDA R STANLEY
RT 5 CLEARVIEW DR
MARTINSVILLE VA 230

FOLD ALONG THIS LINE

YOU MUST REPORT
CHANGE OF ADDRESS TO

COMMONWEALTH OF VIRGINIA
Division of Motor Vehicles
P O Box 1598
Richmond Va 23210

CUT ALONG THIS LINE AFTER VALIDATION
THIS PORTION IS CHANGE OF ADDRESS NOTIFICATION RETURN ONLY WHEN CHANGE OF ADDRESS CUT ALONG CENTER LINE AND RETURN RIGHT PORTION ONLY

— DO NOT SEPARATE THESE CARDS —

FORM AUTO 3 REV 2/67

COMMONWEALTH OF VIRGINIA

DIVISION OF MOTOR VEHICLES

M 0228724

CERTIFICATE OF TITLE OF A MOTOR VEHICLE

I, C. H. LAMB, COMMISSIONER, DIVISION OF MOTOR VEHICLES OF THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY, PURSUANT TO THE PROVISIONS OF CHAPTER 342 OF THE ACTS OF THE GENERAL ASSEMBLY OF VIRGINIA, PASSED AT THE SESSION OF 1932, AND ACTS AMENDATORY THEREOF, THAT AN APPLICATION HAS BEEN MADE TO ME AS BY SAID ACT PRESCRIBED, FOR A CERTIFICATE OF TITLE OF A MOTOR VEHICLE AND THE RECORDING OF THE LIENS THEREON IF ANY. I DO FURTHER CERTIFY, THAT UPON THE STATEMENT OF FACTS MADE UNDER OATH, CONTAINED IN SAID APPLICATION, I AM SATISFIED THAT THE APPLICANT IS THE LAWFUL OWNER OF THE HERE-IN-DESCRIBED MOTOR VEHICLE, OR IS OTHERWISE ENTITLED TO HAVE SAME REGISTERED IN HIS NAME;

NOW, THEREFORE, I DO HEREBY CERTIFY THAT THE BELOW NAMED APPLICANT HAS BEEN DULY REGISTERED IN MY OFFICE AS THE LAWFUL OWNER OF THE HERE-IN-DESCRIBED MOTOR VEHICLE, OR IS OTHERWISE ENTITLED TO HAVE THE SAME REGISTERED IN HIS NAME, AND THAT IT APPEARS UPON THE OFFICIAL RECORDS OF MY OFFICE THAT AT THE DATE OF THE ISSUANCE OF THIS CERTIFICATE, SAID MOTOR VEHICLE IS SUBJECT TO THE LIENS HEREINAFTER ENUMERATED, IF ANY, AND NONE OTHER.

REGISTERED OWNER

FREDERICK LYNWOOD FOLEY
IDA R STANLEY
RT 5 CLEARVIEW DR
MARTINSVILLE VA

DESCRIPTION OF MOTOR VEHICLE

MAKE	BODY STYLE	IDENT-NUMBER
CHICKASHA	HOUSE TRL	51994

TITLE NUMBER	WEIGHT	YR. MFR'D/YR. MODEL
13975913	11900	65

SALES TAX PAID

01/13/69 12024722 63.00

RECORDED LIENS

AMOUNT	KIND	DATE	LIENOR
7,192.92	C/S	5/28/65	COMMERCIAL CR CORPORATION ROANOKE VA

COMMERCIAL CREDIT CORPORATION
By L. C. Kesse
Date 8-1 1972
Lien Release Date
Subscribed and sworn to before me this date
J. M. Kendall
Notary Public
My Commission Expires 7-9-73

NOTICE OF RELEASE OR SATISFACTION OF A LIEN MUST BE MADE BEFORE A NOTARY PUBLIC

AS WITNESS, MY HAND AND THE SEAL OF MY OFFICE THE DAY AND YEAR SET OPPOSITE THE NAME OF THE APPLICANT IN THE AFOREGOING CERTIFICATE.

NOTE: TO TRANSFER OWNERSHIP THE ASSIGNMENT OF TITLE ON THE BACK HEREOF MUST BE PROPERLY FILLED AND ACKNOWLEDGED BEFORE A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER AN OATH.

C. H. Lamb

COMMISSIONER, DIVISION OF MOTOR VEHICLES

050

A 4440092

COMMONWEALTH OF VIRGINIA
DIVISION OF MOTOR VEHICLES
CERTIFICATE OF TITLE

NAME(S) AND ADDRESS OF REGISTERED OWNER(S)

FREDRICK L FOLEY
RT 7 BOX 517
MARTINSVILLE VA 24112

TITLE NUMBER

26046332

MAKE & BODY TYPE	YR. MODEL	IDENTIFICATION NUMBER(S)
FORD 2D HT	68	BA42Y236925

PRIOR TITLE	SALES TAX PAID	AXLES	WEIGHTS	ODOMETER	ISSUED
21841589	1 00		3220	83,720	01/04/79

OTHER PERTINENT VEHICLE DATA

633 HD

NOTICE OF RELEASE OR SATISFACTION OF A SECURITY INTEREST (LIEN) MUST BE MADE PRIOR TO TRANSFER OF OWNERSHIP. RELEASE MUST STATE SECURED PARTY(S) NAME, DATE OF RELEASE AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE SECURED PARTY.

FIRST SECURITY INTEREST

AMOUNT	TYPE	DATE
NO LIENS		

SECOND SECURITY INTEREST

AMOUNT	TYPE	DATE

THE UNDERSIGNED, HEREBY CERTIFY THAT AN APPLICATION FOR CERTIFICATE OF TITLE HAS BEEN MADE FOR THE VEHICLE DESCRIBED HEREON, PURSUANT TO THE PROVISIONS OF THE MOTOR VEHICLE LAWS OF THIS STATE, AND THE APPLICANT NAMED ON THE FACE HEREOF, HAS BEEN DULY RECORDED AS THE LAWFUL OWNER OF SAID VEHICLE.

I FURTHER CERTIFY THAT FROM THE STATEMENTS OF THE OWNER AND THE RECORDS ON FILE WITH THIS DIVISION THE HEREON DESCRIBED VEHICLE IS SUBJECT TO THE SECURITY INTERESTS SHOWN HEREON, IF ANY, AND NONE OTHER.

COMMISSIONER, DIVISION OF MOTOR VEHICLES

KEEP IN SAFE PLACE. ANY ALTERATION OR ERASURE VOIDS THIS TITLE

Defendant's Exh. 6

A 7440088

COMMONWEALTH OF VIRGINIA
DIVISION OF MOTOR VEHICLES

CERTIFICATE OF TITLE

NAME(S) AND ADDRESS OF REGISTERED OWNER(S)

FREDRICK L FOLEY
RT 7 BOX 517
MARTINSVILLE VA 24112

TITLE NUMBER: 26046353

MAKE & BODY TYPE	YR MODEL	IDENTIFICATION NUMBER(S)
FORD	2D SDN 63	3E632164615

PRIOR TITLE	SALES TAX PAID	AXLES	WEIGHTS	ODOMETER	ISSUED
16395307	1.00		3460	108,498	01/04/79

OTHER PERTINENT VEHICLE DATA
633 HD

NOTICE OF RELEASE OR SATISFACTION OF A SECURITY INTEREST (LIEN) MUST BE MADE PRIOR TO TRANSFER OF OWNERSHIP. RELEASE MUST STATE SECURED PARTY(S) NAME, DATE OF RELEASE AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE SECURED PARTY.

FIRST SECURITY INTEREST

AMOUNT	TYPE	DATE
NO LIENS		

SECOND SECURITY INTEREST

AMOUNT	TYPE	DATE

I, THE UNDERSIGNED, HEREBY CERTIFY THAT AN APPLICATION FOR CERTIFICATE OF TITLE HAS BEEN MADE FOR THE VEHICLE DESCRIBED HEREON, PURSUANT TO THE PROVISIONS OF THE MOTOR VEHICLE LAWS OF THIS STATE, AND THE APPLICANT NAMED ON THE FACE HEREOF HAS BEEN DULY RECORDED AS THE LAWFUL OWNER OF SAID VEHICLE.

I FURTHER CERTIFY THAT FROM THE STATEMENTS OF THE OWNER AND OR RECORDS ON FILE WITH THIS DIVISION THE HEREON DESCRIBED VEHICLE IS SUBJECT TO THE SECURITY INTERESTS SHOWN HEREON IF ANY AND NONE OTHER

DIVISION OF MOTOR VEHICLES

COMMISSIONER, DIVISION OF MOTOR VEHICLES

KEEP IN SAFE PLACE. ANY ALTERATION OR ERASURE VOIDS THIS TITLE

FORM AUTO 3 REVISED 10-1-[illegible]

COMMONWEALTH OF VIRGINIA

DIVISION OF MOTOR VEHICLES

TITLE NUMBER

1527271

CERTIFICATE OF TITLE OF A MOTOR VEHICLE

I, C. H. LAMB, COMMISSIONER, DIVISION OF MOTOR VEHICLES OF THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY, PURSUANT TO THE PROVISIONS OF CHAPTER 342 OF THE ACTS OF THE GENERAL ASSEMBLY OF VIRGINIA, PASSED AT THE SESSION OF 1932, AND ACTS AMENDATORY THEREOF, THAT AN APPLICATION HAS BEEN MADE TO ME AS BY SAID ACT PRESCRIBED, FOR A CERTIFICATE OF TITLE OF A MOTOR VEHICLE AND THE RECORDING OF THE LIENS THEREON IF ANY. I DO FURTHER CERTIFY, THAT UPON THE STATEMENT OF FACTS MADE UNDER OATH, CONTAINED IN SAID APPLICATION, I AM SATISFIED THAT THE APPLICANT IS THE LAWFUL OWNER OF THE HERE-IN-DESCRIBED MOTOR VEHICLE, OR IS OTHERWISE ENTITLED TO HAVE SAME REGISTERED IN HIS NAME:

NOW, THEREFORE, I DO HEREBY CERTIFY THAT THE BELOW NAMED APPLICANT HAS BEEN DULY REGISTERED IN MY OFFICE AS THE LAWFUL OWNER OF THE HERE-IN-DESCRIBED MOTOR VEHICLE, OR IS OTHERWISE ENTITLED TO HAVE THE SAME REGISTERED IN HIS NAME, AND THAT IT APPEARS UPON THE OFFICIAL RECORDS OF MY OFFICE THAT AT THE DATE OF THE ISSUANCE OF THIS CERTIFICATE, SAID MOTOR VEHICLE IS SUBJECT TO THE LIENS HEREINAFTER ENUMERATED, IF ANY, AND NONE OTHER.

DESCRIPTION OF MOTOR VEHICLE.

MAKE	BODY	YEAR MODEL	IDENTIFICATION NUMBER	HP WEIGHT	DATE
INTERNL	TK	[illegible]	[illegible]		APR
1527271	46	1955	10000		18
	HENRY CO				1961
HOWARD W BENNETT					
RFD 5		[illegible]			SC
BASSETT VA		[illegible]			

LIEN	AMOUNT	KIND	DATE

LIENOR

NOTICE OF RELEASE OR SATISFACTION OF A LIEN MUST BE MADE BEFORE A NOTARY PUBLIC

AS WITNESS, MY HAND AND THE SEAL OF MY OFFICE THE DAY AND YEAR SET OPPOSITE THE NAME OF THE APPLICANT IN THE AFOREGOING CERTIFICATE.

NOTE: TO TRANSFER OWNERSHIP THE ASSIGNMENT OF TITLE ON THE BACK HEREOF MUST BE PROPERLY FILLED AND ACKNOWLEDGED BEFORE A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER AN OATH.

C. H. Lamb

COMMISSIONER, DIVISION OF MOTOR VEHICLES

053

A072012

COMMONWEALTH OF VIRGINIA
DIVISION OF MOTOR VEHICLES
CERTIFICATE OF TITLE

NAME(S) AND ADDRESS OF REGISTERED OWNER(S)

FREDERICK L FOLEY
RT 7 BOX 286
MARTINSVILLE VA 2411

TITLE NUMBER

03505753

MAKE & BODY TYPE | YR. MODEL | IDENTIFICATION NUMBER(S)

FORD | 80N 45 | DZNT103059

PRIOR TITLE | SALES TAX PAID | AXLES | WEIGHTS | ODOMETER | ISSUED

#7962399 | NONE | 3314 | N/A | 03/21/77

OTHER PERTINENT VEHICLE DATA

633 HB DUPLICATE

NOTICE OF RELEASE OR SATISFACTION OF A SECURITY INTEREST (LIEN) MUST BE MADE PRIOR TO TRANSFER OF OWNERSHIP. RELEASE MUST STATE SECURED PARTY (S), TITLE, DATE OF RELEASE AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE SECURED PARTY.

FIRST SECURITY INTEREST

AMOUNT | TYPE | DATE

NO LIENS

SECOND SECURITY INTEREST

AMOUNT | TYPE | DATE

I THE UNDERSIGNED, HEREBY CERTIFY THAT (S) APPLICATION FOR CERTIFICATE OF TITLE HAS BEEN MADE FOR THE VEHICLE DESCRIBED HEREON, PURSUANT TO THE PROVISIONS OF THE MOTOR VEHICLE LAWS OF THIS STATE, AND THE APPLICANT NAMED ON THE FACE HEREOF HAS BEEN DULY RECORDED AS THE LAWFUL OWNER OF SAID VEHICLE.

I FURTHER CERTIFY THAT FROM THE STATEMENTS OF THE OWNER AND THE RECORDS ON FILE WITH THIS DIVISION, THE HEREON DESCRIBED VEHICLE IS SUBJECT TO THE SECURITY INTERESTS SHOWN HEREON, IF ANY, AND NONE OTHER.

Deputy

COMMISSIONER, DIVISION OF MOTOR VEHICLES

KEEP IN SAFE PLACE. ANY ALTERATION OR ERASURE VOIDS THIS TITLE

DETACH LICENSE REGISTRATION CARD | DETACH LICENSE REGISTRATION CARD

A 442604

COMMONWEALTH OF VIRGINIA
DIVISION OF MOTOR VEHICLES
CERTIFICATE OF TITLE

NAME(S) AND ADDRESS OF REGISTERED OWNER(S)

FREDRICK L FOLEY
RT 7 BOX 517 FOREST RD
MARTINSVILLE VA 24112

TITLE NUMBER

26185528

MAKE & BODY TYPE	YR. MODEL	IDENTIFICATION NUMBER(S)
MERCURY	20 HT 68	8H15J506267

PRIOR TITLE	SALES TAX PAID	AXLES	WEIGHTS	ODOMETER	ISSUED
19[illegible]40	3.00		3282	87592	02/06/79

OTHER PERTINENT VEHICLE DATA

NOTICE OF RELEASE OR SATISFACTION OF A SECURITY INTEREST (LIEN) MUST BE MADE PRIOR TO TRANSFER OF OWNERSHIP. RELEASE MUST STATE SECURED PARTY(S), NAME, DATE OF RELEASE AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE SECURED PARTY.

FIRST SECURITY INTEREST

AMOUNT	TYPE	DATE
NO LIENS		

SECOND SECURITY INTEREST

AMOUNT	TYPE	DATE

I, THE UNDERSIGNED, HEREBY CERTIFY THAT AN APPLICATION FOR CERTIFICATE OF TITLE HAS BEEN MADE FOR THE VEHICLE DESCRIBED HEREON, PURSUANT TO THE PROVISIONS OF THE MOTOR VEHICLE LAWS OF THIS STATE, AND THE APPLICANT NAMED ON THE FACE HEREOF HAS BEEN DULY RECORDED AS THE LAWFUL OWNER OF SAID VEHICLE.

I FURTHER CERTIFY THAT FROM THE STATEMENTS OF THE OWNER AND THE RECORDS ON FILE WITH THIS DIVISION THE HEREON DESCRIBED VEHICLE IS SUBJECT TO THE SECURITY INTERESTS SHOWN HEREON, IF ANY, AND NONE OTHER.

Verified

COMMISSIONER DIVISION OF MOTOR VEHICLES

KEEP IN SAFE PLACE. ANY ALTERATION OR ERASURE VOIDS THIS TITLE