

Indenture
Percy B. Tripp, M. E. Church and Falls Church Bank
October 15, 1919

THIS INDENTURE

Made the 15th day of October A.D., 1919, by and between Percy B. Tripp and Su Hesien Tripp (his wife) as parties of the first part, Merton E. Church, Trustee, as party of the second part and The Falls Church Bank, Inc., party of the third part, all of Falls Church, Virginia.

WHEREAS:

The aforesaid parties of the first part are justly indebted unto the said Falls Church Bank, Inc., in the full sum of THIRTY-FIVE HUNDRED (\$3500) DOLLARS, lawful money of the U.S., as evidenced by one certain promissory note or bond of even date herewith for the sum of THIRTY-FIVE HUNDRED DOLLARS, due and payable to the order of the FALLS CHURCH BANK, INC., on or before three years after date with interest thereon at the rate of six per cent, per annum payable semi-annually.

Principal and interest payable at the office of the FALLS CHURCH BANK, INC, Falls Church, Va.

AND WHEREAS:

The said parties of the first part desire to secure the full and punctual payment of the aforesaid note or bond, and interest thereon, as the same shall become due and payable, and any renewals thereof:

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That the said Percy B. Tripp and Su Hesien Tripp, his wife, as parties of the first part, for and in consideration of the premises aforesaid, and further the sum of FIVE DOLLARS, do hereby grant and convey unto the said Merton E. Church, with GENERAL WARRANTY, all that certain piece or parcel of land and premises, situate, lying and being in the State of Virginia, County of Fairfax and near the Town of Falls Church, bounded and described as follows:

E. 116 poles, 13 links to a stake and (page cut off) (formerly) Shardlow and Ben Lewis and said Baptist Association: thence, N. 40 deg. W. 28 poles 18 links to the center of the Falls Church and Fairfax Court House Road: thence with said road S. 54-3/4 deg W. 22 poles to a stake, thence with same, S. 86-1/4 deg. W. 55 poles 20 links to a stake: then, S. 88 deg. W. 53 poles, 7 links to a stake and stones, corner of (formerly) England: thence, with England's line S. 12-1/4 deg W. 122 poles, 17 links to stake and stones, corner of (formerly) Turner and England: thence with Turner's line S. 87 1/4 deg W. 145 poles, 6 links to the beginning, containing one hundred and nine acres, more or less. And being the same land that was devised to the said Percy B. Tripp by the last will and testament of his mother, Sarah D. Tripp, probated April 19th 1911 as recorded among the Will Records of said Fairfax County, Va.

IN TRUST NEVERTHELESS:

For the uses and purposes following, and one other – that is to say- to permit the said parties of the first part to occupy and use the said premises, as before described, and the profits of the same until default be made in the payment of the aforesaid note or bond, or any portion of the interest hereon, as the same shall become due and payable, and it is hereby agreed that the default in the payment of the aforesaid note or bond or any portion of the interest thereon, as the same shall become due and payable, shall be considered a default of the whole debt, and in case of any default in the payment of either the principal or interest, as aforesaid, or any of the other covenants herein contained, then the Trustee, on the written request of the party herein secured or its successors, shall sell the land hereby conveyed to the highest bidder at Public Auction, on the premises for CASH, after first advertising the time, terms and place thereof, once a week for at least two consecutive weeks in the some newspaper published in the county of Fairfax or Alexandria, Virginia, or by poster for at least two weeks, and he shall convey the same in fee simple to and at the cost of the purchaser or purchasers thereof who shall not be required to see to the application of the purchase money, and out of the proceeds of such sale he shall pay FIRST: the

expenses of the same and a commission to himself of 5%: SECOND, the unpaid balance of the debt hereby secured, and THIRD, the balance, if any, to the said Percy B. Tripp, his heirs or assigns, and it is further agreed that if the land hereby conveyed shall be advertised for sale under the provisions of this deed and not sold, the said Trustee shall be entitled to on-half commission above provided, to be computed on the amount of the unpaid debt hereby secured.

THE AFORESAID:

Parties of the first part agree to pay all taxes, assessments, dues and charges upon the said land hereby conveyed, as long as they or their heirs or assigns shall hold the same, and they agree to keep the buildings on said land in good repair and insured against fire in some responsible fire insurance company to the satisfaction of the party herein secured, and the said insurance policy or policies to be assigned to the said FALLS CHURCH BANK, INC., or its successors, as additional and collateral security for the payment of this debt, and in case the aforesaid parties of the first part neglect or reuse to so insure said buildings and keep them in good repair, and pay said taxes and other proper costs and charges, the, the said FALLS CHURCH BANK, INC., or its successors, may do so, and the amount so expended shall be a lien against the land hereby conveyed and bear like interest as the debt hereby secured.

THE AFORESAID:

Parties of the first part covenant that they have the right to convey the said land to the grantee: that they have done no act to encumber the same except by a prior deed of trust dated May 28th 1919 and recorded in Liber "L" No. 8, folio 106 et seq., of the said Fairfax County Land records to secure to the Federal Farm Loan Bank of Baltimore, Md., the sum of \$4000.00: that in case of a sale under this trust, the purchases or purchasers from said trustee shall have peaceable possession of the said land, free from all other encumbrances, and that they and their heirs forever, as parties of the first part, will execute such further assurance thereof as may be necessary and they hereby waive all the benefits of their homestead and other exemptions as to the debt secured by this deed.

IF NOT DEFAULT SHALL BE MADE:

In the payment of the aforesaid note or bond, or any portion of the interest thereon, as the same shall become due and payable, or any of the other cots, taxes, or insurance as above mentioned, then (after the payment in full of the same) upon the request of the parties of the first part, their heirs or assigns, a good and sufficient deed of release shall be executed to them at their own proper expense.

WITNESS the following signatures and seals the day and date first above written:

State of Virginia
To Wit:
County of Fairfax:

I, V. G. Gott, a Notary Public in and for the county in the State aforesaid DO CERTIFY that Percy B. Tripp and Su Hesien Tripp (his wife) whose names are signed to the foregoing deed of trust, bearing date on the 15th date of October A.D., 1919, personally appeared before me in my county aforesaid and severally acknowledged the same to be their act and deed.

GIVEN UNDER my hand this 16th day of October A.D. 1919.

Notary Public for Fairfax County, Virginia
My commission expires March 27th, 1922

Source: Special Collections
University of Virginia Library
"Papers of Merton Elbridge Church, 1866-1959"