

501.

Annie G. Packette

To: RELEASE

Percy L. Snyder

I, ANNIE G. PACKETTE, hereby release that certain deed of trust made by Percy L. Snyder to J. P. Briscoe, Trustee, dated the 27th day of January, 1940, and recorded in the Office of the Clerk of the County Court of Jefferson County, West Virginia, in Deed Book 151, page 317.

Annie G. Packette

Acknowledged before the subscriber this 13th day of May, 1942.

My commission expires August 21, 1943.

I. H. Russell

Notary Public

State of West Va., County of Jefferson, ss:

IN THE CLERK'S OFFICE OF COUNTY COURT: MAY 13th, 1942.

This Release from Annie G. Packette to Percy L. Snyder was produced in this office and duly admitted to record.

Test,

Emily A. M. Stanley, Clerk of said Court

By Reba Withers, Deputy

B. W. Haines

And: AGREEMENT

Percy L. Snyder

This agreement made this 27th day of January, 1940, between B. W. Haines of the one part, and Percy L. Snyder, of the other part:

Witnesseth, that for and in consideration of the sum of \$750.00, receipt in full of which is hereby acknowledged, and the note of the said Percy L. Snyder for \$250.00, bearing even date herewith, payable one year after date to the order of said B. W. Haines, the said B. W. Haines has this day sold and delivered to the said Percy L. Snyder three regulation Bowling Alleys and lighting fixtures, twenty Bowling balls and six sets of Duck pins, and any other furniture, equipment and fixtures owned by the said B. W. Haines, located in the buildings in Charles Town, West Virginia, owned by Mrs. Annie G. Packette.

The said B. W. Haines also hereby releases and surrenders as of this date the lease that he now holds for the bowling alley, and apartment above, and the pool room, located in the "Opera House" building of the said Mrs. Annie G. Packette, and hereby relinquishes any and all claims that he may have under said lease.

Witness the following signatures and seals.

B. W. Haines (seal)

Percy L. Snyder (seal)

STATE OF WEST VIRGINIA

COUNTY OF JEFFERSON, TO-WIT:

I, I. H. Russell, a Notary Public in and for the County and State aforesaid, do hereby certify that B. W. Haines and Percy L. Snyder, whose names are signed to the writing hereto attached, bearing date the 27th day of January, 1940, have this day acknowledged the same before me in my said County and State.

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By Reba Withers, Deputy

Emily A. M. Stanley, Clerk of said Court

Test,

produced in this office and duly admitted to record.

This Agreement dated January 27th, 1940 between B. W. Haines and Percy L. Snyder was

IN THE CLERK'S OFFICE OF COUNTY COURT: JANUARY 27th, 1940.

State of West Va., County of Jefferson, ss.

NOTARY PUBLIC

I. H. Russell

My commission expires August 21, 1943.

Given under my hand this 27th day of January, 1940.

RELEASED

See Book of
Release Deeds
No. 20 Page 366

Percy L. Snyder

To: DEED of TRUST

J. P. Briscoe, Trustee

THIS DEED, Made this 27th day of January in the year 1940, between Percy L. Snyder party of the first part, and J. P. Briscoe, trustee, party of the second part:

WITNESSETH: That the said party of the first part do hereby grant, with general warranty, unto the said trustee, all the following personal property, fixtures and equipment situate in the county of Jefferson, and the State of West Virginia, to-wit:

All of the personal property, fixtures and equipment belonging to the said Percy L. Snyder located in building known as the "Opera House Property", belonging to Annie G. Packette, situated on the northwest corner of North Mildred and Liberty streets, in Charles Town, in said county, consisting principally of the following articles:

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|---|------------------|
| 6 Pocket billiard tables, three ball racks and three cue racks, also ball and cloth lights. | |
| 48 cue sticks | |
| 3 Regulation bowling alleys and light fixtures. | |
| 20 Bowling balls. | |
| 6 sets of Duck pins. | |
| 12 chairs | 2 show cases |
| 5 stools | 1 cabinet |
| 3 benches | 2 electrix fans |
| 2 cash registers | 1 stove |
| 2 ice boxes | 2 electric signs |

IN TRUST to secure the payment of that certain promissory note bearing even date herewith, made by the said Percy L. Snyder, for the sum of \$1,000.00, payable one year after date to the order of Annie G. Packette, bearing interest from date at six per cent per annum, payable semi-annually, and further to secure any renewal or renewals of said note, in whole or in part if the same shall at any time or times be renewed.

The beneficial owner of said note is the said Annie G. Packette, whose residence is in Charles Town, Jefferson County, West Virginia.

upon default being made in the payment of said note, or any renewal thereof, or any installment of interest thereon, as the same shall become due and payable, shall the said trustee, when required by any party hereby secured or by any surety indemnified, shall make sale of the property herein conveyed, or so much thereof as may be necessary, at either public or private sale; upon the following terms: for cash, or upon reasonable credit, in the discretion of the trustee.

It, at public sale, notice of the time and place of said sale shall be given by advertisement once a week for four successive weeks in some newspaper published or of general circulation in said county of Jefferson, but personal service of notice of sale upon the said party of the first part or his heirs, assigns, or representatives and the posting thereof as provided by statute is hereby waived; and the proceeds of said sale shall be applied first to the payment of all costs and charges attending the execution of this trust, including a commission of five per centum of said proceeds to the trustee, then to the payment of said debt hereby secured, or so much thereof as shall then remain unpaid, and the surplus, if any, shall be paid to the said Percy L. Snyder or his heirs or assigns.

The said party of the first part covenants that he will insure the property herein conveyed against loss or damage by fire, in some good and solvent insurance company or companies, in the full amount of \$1,000.00 and keep the same so insured during the life of this trust, and will assign the policy or policies of said insurance to the said Annie O. Packette as additional security, and to pay all taxes upon the property herein conveyed as they become due and in the said party of the first part shall fail to pay any premiums which shall become due for said insurance, or any of said taxes, the party hereby secured may pay the same and the amount so paid shall constitute a part of the debt hereby secured and be secured by this trust in like manner and without interest.

It is further covenanted by the said party of the first part that in the event of default, or non-payment of the debt hereby secured, when due, the whole of the principal with accrued interest shall be paid to the said party of the first part or his heirs or assigns.

IN WITNESS WHEREOF, the said Percy L. Snyder has hereunto set his hand and seal, this _____ day of _____, 19____.

PERCY L. SNYDER (Said)

said party of the first part or his heirs, assigns, or representatives and the posting thereof as provided by statute is hereby waived; and the proceeds of said sale shall be applied first to the payment of all costs and charges attending the execution of this trust, including a commission of five per centum of said proceeds to the trustee, then to the payment of said debt hereby secured, or so much thereof as shall then remain unpaid, and the surplus, if any, shall be paid to the said Percy L. Snyder or his heirs or assigns.

The said party of the first part covenants that he will insure the property herein conveyed against loss or damage by fire, in some good and solvent insurance company or companies, in the full amount of \$1,000.00 and keep the same so insured during the life of this trust, and will assign the policy or policies of said insurance to the said Annie G. Packette as additional security; and to pay all taxes upon the property herein conveyed as they become due and if the said party of the first part shall fail to pay any premiums which shall become due for said insurance, or any of said taxes, the party hereby secured may pay the same and the amount so paid shall constitute a part of the debt hereby secured and be secured by this trust in like manner and effect therewith.

If default be made in the payment of any part of the indebtedness herein secured, either principal or interest, when due, the whole of the principal with accrued interest shall at once become due and payable.

It is agreed that said sale may be adjourned by said Trustee from time to time. The trustee may act by agent or attorney in the execution of this trust.

WITNESS the following signature and seal.

Percy L. Snyder (Seal)

State of West Virginia, County of Jefferson, to-wit:

I, I. H. Russell, a Notary Public of the county and State aforesaid, do certify that Percy L. Snyder, whose name is signed to the writing hereto attached bearing date on the 27 day of January, 1940, has this day acknowledged the same before me in my said county.

I. H. Russell

Notary Public

My commission expires on Augt. 21-1943.

State of West Virginia, County of Jefferson Sub:

IN THE CLERK'S OFFICE OF THE COUNTY COURT OF SAID COUNTY:

On the 27th day of January in the year 1940 the foregoing deed of trust was received in my said office and duly admitted to record.

Teste:

Emily A. M. Stanley, Clerk of said County Court

By Reba Withers, Deputy

93.

James R. Whittington, et al.

To: BILL of SALE

Percy L. Snyder

This Agreement made this 22nd day of January, 1943, between James R. Whittington and N. D. Lorenzo, parties of the first part, and Percy L. Snyder, of the second part

Witnesseth that for and in consideration of the sum of Four Hundred and Eighty Dollars (\$480.00) cash in hand paid, receipt of which is hereby acknowledged, the said parties of the

First part have this day sold to said Percy L. Snyder, party of the second part, the following personal property, now located in the building owned by Mrs. Annie G. Peckette, situated on the corner of North George and Liberty streets, in Charles Town, West Virginia, to-wit:

4 Galley Pocket Billiard tables - $4\frac{1}{2}$ x 9 ft.

1 Correct Time Electric Clock

1 Ingram Electric Clock

1 Large sized Goose-Goia Ice Box

1 Large National Cash Register

1 Small National Cash Register

1 Large electric fan, floor type

5 sets of pocket billiard balls

1 Electric table cleaner

6 gun racks

60 Coe stools

6 table racks

6 ball racks

10 Large Billiard table shades

8 wooden benches - $3\frac{1}{2}$ ft.

6 cuspidors

1 shoe shine stand

6 Kelley Pool Jugs

Said Percy L. Snyder to have full and complete possession of same from this date. Witness the following signatures and seals.

N. D. Lorenzo (seal)

J. R. Whittington (seal)

State of West Virginia

County of Jefferson, to-wit:

I, L. C. Britscoe, a Notary Public in and for said county and state, do hereby

certify that James R. Whittington and N. D. Lorenzo, whose names are signed to the attached

writing bearing date the 22nd day of January, 1943, have this day acknowledged the same before

me in my said county.

Given under my hand this 22nd day of January, 1943.

- 1 large electric fan, floor type
- 5 sets of pocket billiard balls
- 1 Electric table cleaner
- 6 gun racks
- 60 Coe sticks
- 6 table racks
- 6 ball racks
- 10 large billiard table shades
- 8 wooden benches - 3 1/2 ft.
- 6 cuspidors
- 1 shoe shine stand
- 6 Kelley Pool Jugs

Said Percy L. Snyder to have full and complete possession of same from this date. Witness the following signatures and seals.

N. D. Lorenzo (seal)
J. R. Whittington (seal)

State of West Virginia

County of Jefferson, to-wit:

I, L. C. Briscoe, a Notary Public in and for said county and state, do hereby certify that James R. Whittington and N. D. Lorenzo, whose names are signed to the attached writing bearing date the 22nd day of January, 1943, have this day acknowledged the same before me in my said county.

Given under my hand this 22nd day of January, 1943.
L. C. Briscoe
Notary Public
My commission expires May 11, 1946.

State of West Va., County of Jefferson, ss.
IN THE CLERK'S OFFICE OF COUNTY COURT: JANUARY 25th, 1943
This Bill of Sale dated January 22nd, 1943 from James R. Whittington, et al., to Percy L. Snyder was produced in this office and duly admitted to record.
Test,

Emily A. M. Stanley, Clerk of said Court,
By Reba Withers, Deputy

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1902.

Percy L. Snyder

To: DEED of TRUST

Frank J. Beckwith, Trustee

THIS DEED, Made this 12th day of October, in the year 1951, between Percy L. Snyder party of the first part, and Frank J. Beckwith trustee, party of the second part:

WITNESSETH: That the said party of the first part does hereby grant with general warranty, unto the said trustee, all of the following described property, situate in Charles Town in the county of Jefferson, and the State of West Virginia, to-wit:

Electric range, automatic toaster, metal table with 4 chairs, studio couch, 2 over-stuffer chairs, 10 ft. Walnut extension table, 10 metal chairs, electric fan, soft drink cooler, 1 bed, dresser, chest of drawers, radio.

In trust to secure the payment of a certain promissory notes made by the said Percy L. Snyder, bearing even date herewith, for the sum of \$180.00, payable six months after date to the order of L. C. Briscoe, bearing interest from date, and further to secure any renewal or renewals of said note, in whole or in part, if the same shall at any time or times be renewed.

The beneficial owner of said note is said L. C. Briscoe, who resides in Jefferson County, W. Va.