Norfolk and Southern. Notice of Sale.

(Continued from Second Page.)

cartridge, his wife, for the use of the Chesapeake Transit Company.

Two parcels of land in Norfolk, described as follows:

First: That certain lot of land, beginning at a point on the western side of Woodside's Lane at the point distant seventy-two and twenty-five hundredth feet, more or less, southwardly from Water Street, and running thence along the western side of the aforesaid lane three hundred and nine feet, more or less, to the Port Warden's Line of the Elizabeth River; and running thence westwardly along the aforesaid Port Warden's Line fifty-four feet, more or less, to the property formerly owned by Batchelder & Collins, but now owned by Frank S. Gannon, and hereinafter described and running thence northwardly along the eastern line of the property owned by Batchelder & Collins, but now owned by the said Frank S. Gannon three hundred and nine feet, more or less, to Tait's line; and running thence eastwardly along the line of Tait fifty-four feet to the point of beginning on Woodside's Lane. It being the same property conveyed to said Frank S. Gannon by deed of Tilton Conklin and wife, dated April 16th, 1903, and recorded in the Clerk's Office of the Corporation Court of the City of Norfolk, Virginia, in Deed Book 161-A, page 145.

Second: That certain lot of land beginning on the southern line of Water Street, sometimes called Wide Water Street, at the northeast intersection of the lot formerly belonging to John T. Bowden's estate, and running thence southwardly along the line of said property to the channel of the Elizabeth River; thence along the line of said channel fifty-four feet, more or less, eastwardly to the line of Woodside's Wharf, thence northwardly along the line of Woodside's property to Water Street, thence along the line of Water Street fifty-four feet, more or less, to the point of beginning; it being the same parcel of land conveyed to said Frank S. Gannon by the Atlantic Coast Realty Company, Incorporated, by deed dated April 10th, 1903, recorded in the Clerk's Office of the Corporation Court for the City of Norfolk, Virginia, in Deed Book 161-A, page 147.

LANDS IN VIRGINIA TITLES TO WHICH ARE IN THE RAILWAY COMPANY:

(3) A lot of land situate in Norfolk County shown as lot one on the plat of the South Portsmouth Land and Improvement Company recorded in Deed Book 172, page 26, and conveyed to the Virginia & Carolina Coast Railroad Company by the deed of L. M. Bitzer, duly of record in the Clerk's Office in Deed Book 207, page 49.

(4) A lot of land situate in Norfolk County shown as lot two on the plat of the South Portsmouth Land and Improvement Company, recorded in Deed Book 172, page 26, and conveyed to Virginia & Carolina Coast Railroad Company by deed from R. A. Hutchins and wife, duly of record in Deed Book 207, page 52.

(5) A tract of land containing nine and four and eighty-two one-hundredths (9.82) acres situate in Norfolk County, conveyed to the Virginia & Carolina Coast Railroad Company by deed of Hattie H. Stokes and others, duly of record in Deed Book 229, page 103.

(6) A tract of land situate in Norfolk County eighty (80) feet in width and eighteen hundred (1800) feet in length, as shown on the plat attached to and made a part of the deed from Lena H. Holmes and husband to the Virginia & Carolina Coast Railroad Company, recorded in Deed Book 229, page 105.

(7) A lot of land situate in Norfolk County eighty (80) feet in width by one thousand three hundred and eighty-five (1385) feet in length, as shown on the plat attached to and made a part of the deed of James W. Brown and wife to the Virginia & Carolina Coast Railroad Company, recorded in Deed Book 229, page 240.

(8) Two tracts of land in Norfolk County, one sixty (60) feet in width extending from Brambleton Avenue on the west to the property of John C. Hayness on the east; the other sixty-six (66) feet in width extending from eastern line of the Haynes property westwardly to Ohio Creek and so far into the creek as the property of Marshall extends, conveyed by the Norfolk & Virginia Beach Railroad & Improvement Company by deed of J. F. B. Marshall and wife, recorded in Deed Book 171, page [illegible].

(9) Certain lots or parcels of lands situate in Norfolk County conveyed to the Norfolk, Virginia Beach & Southern Railroad Company by the deed of John Carstensen and wife, recorded in Deed Book 173-A, page 404, described as follows:

(a) Lots numbered fourteen, fifteen, sixteen, seventeen, eighteen, nineteen, twenty, twenty-one, twenty-two, twenty-three, twenty-four, twenty-five, forty-one, forty-two, and forty-three, and shown on the plat recorded with the deed of Francis Richardson to John H. Core and others in Deed Book 125, page 77.

(b) Beginning at the intersection of the channel of Creek with the south line of the land which J. F. B. Marshall and wife conveyed to the Norfolk & Virginia Beach Railroad & Improvement Company, then southerly down the said channel to the bridge on the Granby side, then northwesterly up the channel of a cove and along the line of land granted and conveyed to Francis Richardson by Richard Walke, and following the said Richardson's line to the land conveyed to the said company, then easterly along said Virginia Beach Railroad & Improvement Company's land to the beginning.

(10) A tract of land situate in Norfolk County sixty-six (66) feet in width and two thousand six hundred and one (2601) feet in length containing about three and ninety-five one-hundredths (3.95) acres, acquired November 16th, 1903, from Mary F. Haynes by the Norfolk & Virginia Beach Railroad & Improvement Company by virtue of certain condemnation proceedings in the County Court of Norfolk County.

(11) Eight lots of land situate in Norfolk County designated as lots numbered, seven, eight, nine, ten, eleven, twelve, thirteen and fourteen on the plat of Petheridge property, recorded in Map Book 2, page 1, conveyed to the Chesapeake Transit Company by the deed of H. T. Philpotts and his wife, recorded in Deed Book 274, page 537.

(12) Four lots of land situate in Norfolk County between Broad Creek Turnpike and Princess Anne Avenue, designated as lots six, seven, forty-four and forty-five, as shown on the plat recorded with the deed of W. W. Morton, Trustee, to H. L. Page, conveyed to the Chesapeake Transit Company by deed of the Virginia Investment Company of Richmond, recorded in Deed Book 250, page 438.

(13) A tract of land containing about seven and forty-two one-hundredths (7.42) acres situate in Norfolk County, conveyed to the Norfolk & Southern Railroad Company by the deed of Garrott D. DeBaum and his wife, of record in Deed Book 266, page 207.

(14) A tract of land containing about seven and one-half (7½) acres situate in Norfolk County conveyed to the Norfolk & Southern Railway Company by deed of Tuxewell Taylor and others, recorded in Deed Book 246, page 534.

(15) Two tracts of land containing about twenty-six and eight-tenths (26.8) acres situate in Norfolk County, conveyed to the Elizabeth City and Norfolk Railroad Company by the deed of Henry Butt and his wife, recorded in Deed Book 111, page 344.

(16) A tract of land containing about five and eight-tenths (5.8) acres situate in Norfolk County, conveyed to the Norfolk & Southern Railroad Company by the Deed of Henry E. Mansfield and wife, recorded in Deed Book 195, page 34.

(17) Five lots or parcels of land situate in Norfolk City designated as lots two, three, four, five, and six in block three, as shown on the plat of Williamston, recorded in Map Book 1, page 42½, conveyed to the Chesapeake Transit Company by the deed of Edmunds Ruffin, Special Commissioner, of record in the Clerk's Office of the Corporation Court in Deed Book 10-A, page 23.

(18) Four lots of land in the City of Norfolk designated as lots one, four, five, and six in block three, as shown on the plat of Williamston recorded in Map Book 1, page 42½, conveyed to the Chesapeake Transit Company by the deed of Joseph R. Allyn, Trustee, of record in the Clerk's Office in the Corporation Court in Deed Book 10-A, page 22.

(19) A lot of land situate in the City of Norfolk designated as lot number one in block three, as shown on the plat of Williamston, recorded in Map Book 1, page 42½, conveyed to the Chesapeake Transit Company by D. Lowenberg and wife.

(20) A lot of land situate near the town of Suffolk, in Nansemond County, dated as lot No. 91 on the plat of the "Hollies," conveyed to the Chesapeake Transit Company by the deed of D. Stormont and his wife, recorded in Deed Book 273, page 537.

(21) Three tracts of land situate between Virginia Beach and Cape Henry, in Princess Anne County, conveyed to the Norfolk & Southern Railroad Company by the deed of the Cape Henry Park and Land Company, Trustee, Henry Swalloway and the Cape Henry Swalloway, recorded in Deed Book 70, page 569, described as follows:

1st. A strip of land containing twenty-one and sixty-one hundredths (21.61) acres, seventeen thousand two hundred and seventy (17,270) feet in length, extending from the north line of the land now or formerly owned by Samson Upshur to a point near the Cape Henry Light House, as shown on the plat attached to the aforesaid deed.

2nd. A tract of land containing nine and three-quarter (9¾) acres situate between Cape Henry and Virginia Beach, to the west of the parcel described above, as shown on the aforesaid plat.

3rd. A tract of land containing two and eighty-nine hundredths (2.89) acres adjoining the west line of the first tract described above, and shown on the aforesaid plat.

(22) A lot of land situate between Cape Henry and Virginia Beach in Princess Anne County, numbered as lot 151, as shown on the plat of "Hollies," conveyed to the Norfolk & Southern Railroad Company by the deed of J. W. Willcox, Trustee, recorded in Deed Book 72, page 575.

(23½) A lot of land situate between Cape Henry and Virginia Beach, in Princess Anne County, numbered 66, as shown on the plat of the "Hollies," conveyed to the Norfolk & Southern Railroad Company by the deed of Mary K. Glennan, and others, recorded in Deed Book 70, page 575.

(23) A lot of land situate between Cape Henry and Virginia Beach in Princess Anne County, numbered as lot 29, as shown on the plat of the "Hollies," conveyed to the Norfolk & Southern Railroad Company by the deed of Mary E. Holmes, and others, recorded in Deed Book 70, page 575.

(24) A lot of land situate between Cape Henry and Virginia Beach in Princess Anne County, numbered 73, as shown on the plat of the "Hollies," conveyed to the Norfolk & Southern Railroad Company by the deed of Mary E. Holmes, recorded in Deed Book 70, page 575.

(25) A lot of land situate between Cape Henry and Virginia Beach, in Princess Anne County, numbered 185, as shown on the plat of the "Hollies," conveyed to the Norfolk & Southern Railroad Company by the deed of J. W. Willcox, Trustee, recorded in Deed Book 70, page 575.

(26) A lot of land situate between Cape Henry and Virginia Beach in Princess Anne County, being lot numbered [illegible], as shown on the plat of the "Hollies," conveyed to the Norfolk & Southern Railroad Company by the deed of William L. Tait, recorded in Deed Book 70, page 575.

(27) A lot of land situate between Cape Henry and Virginia Beach in Princess Anne County, being lot numbered 52, as shown on the plat of the "Hollies," conveyed to the Norfolk & Southern Railroad Company by the deed of D. Stormont, recorded in Deed Book 70, page 575.

(28) A lot of land situate between Cape Henry and Virginia Beach in Princess Anne County, being lot numbered 112 on the plat of the "Hollies" conveyed to the Norfolk & Southern Railroad Company by the deed of Georgiana C. Bott, recorded in Deed Book 70, page 575.

(29) Twelve lots or parcels of land situate between Cape Henry and Virginia Beach in Princess Anne County, numbered 38, 53, 72, 111, 133, 134, 187, 213, 243, 244, 265, and 269, as shown on the plat of the "Hollies," acquired by the Norfolk & Southern Railroad Company from J. W. Willcox, Trustee, and others, through certain condemnation proceedings instituted in the County Court of Princess Anne County, as shown by the reports confirmed and recorded in Deed Book 70, page 575, and Deed Book 76, page 184.

(30) A tract of land containing about one-half of an acre situate at Lynnhaven Inlet in Princess Anne County, conveyed to the Chesapeake Transit Company by the deed of Edward W. James and his wife, recorded in Deed Book 70, page 287.

(31) A tract of land containing about fifty acres situate on the Chesapeake Bay between Cape Henry and Lynnhaven River in Princess Anne County, conveyed to the Chesapeake Transit Company by a deed of the Cape Henry Park & Land Company, recorded in Deed Book 70, page 245.

(32) A tract of land containing about one hundred and five acres situate on the North Landing River in Princess Anne County and the western half of the tract known as the "Munden Point Farm," conveyed to the Norfolk & Virginia Beach & Southern Railroad Company by the deed of Alfred Skitt and his wife, recorded in Deed Book 69, page 64.

(33) Four lots of land situate in Princess Anne County, numbered 1, 2, 3 and 4, in Square No. 2, as shown on the plat of Munden Point, attached to and made a part of the deed from Alfred Skitt and his wife to B. P. Hallond, conveyed to the Norfolk & Southern Railroad Company by the deed of Bernard P. Holland and his wife, recorded in Deed Book 69, page 64.

(34) A lot of land situate in the town of Suffolk in Cypress Magisterial District of Nansemond County, fronting sixty-five (65) feet on Washington Street and running back in a southerly direction one hundred and twenty-six (126) feet conveyed to the Suffolk & Carolina Railway Company by the deed of W. N. Camp and his wife, recorded in Deed Book 34, page 275.

(35) A lot of land situate near the town of Suffolk in Nansemond County, fronting thirty-five (35) feet on the public road which leads to Norfolk, running back between parallel lines one hundred (100) feet, conveyed to the Suffolk & Carolina Railway Company by the deed of John S. Gittings and others, recorded in Deed Book 24, page 461.

(36) A tract of land situate near the town of Suffolk, in the County of Nansemond, conveyed to the Suffolk & Carolina Railway Company by deed of John S. Gittings and others, recorded in Deed Book 24 page 475, described as follows: "Beginning near the line of the lot of land now or formerly owned by the Gay Manufacturing Company and running thence North along the line of the lot of land now or formerly owned by the Gay Manufacturing Company, one hundred feet, thence East sixty (60) feet to the line of the Suffolk & Carolina Railway Company's right of way, thence North along the line of said right of way four hundred (400) feet, more or less, to the line of the Norfolk & Western Railway Company's right of way, thence along the line of the said Norfolk & Western Railway Company's right of way, fourteen (14) feet to the land now or formerly owned by John F. Pinner, thence along the last mentioned line to the land now or formerly owned by Thomas W. Smith, three hundred and twenty (320) feet, thence East along the line of the land now or formerly owned by Thomas W. Smith, thirty-nine (39) feet, thence South one hundred and fifty (150) feet, to the County Road, and thence East along the said County Road thirty-six (36) feet, more or less, to the land of the Gay Manufacturing Company.

(37) A parcel of land containing about forty-one one-hundredths (.41) of an acre, adjoining the right of way of the Seaboard & Roanoke Railroad near the town of Suffolk in Nansemond County, conveyed to the Suffolk & Carolina Railway Company by the deed of the Suffolk Land and Improvement Company, recorded in Deed Book 33, page 617.

(38) A tract of land situate near the town of Suffolk in Cypress Magisterial District in the County of Nansemond, fronting on Nansemond River about two hundred and twenty (220) feet and running back from the river about two hundred and ten (210) feet, known as the Suffolk Wharf property, conveyed to the Suffolk & Carolina Railway Company by the deed of W. H. Gay and others, recorded in Deed Book 13, page 24, and by the deed of W. B. Brooks and wife, recorded in Deed Book 16, page 31.

Also all the real estate, yards, buildings, stations, sheds, docks, depots, freight houses, power houses, machine shops, car barns, improvements and terminals now owned and used by defendant in the conduct of its business, located and situated in Norfolk, Berkley and Suffolk, State of Virginia; Elizabeth City, Edenton, Mackey's Ferry, Columbia, Plymouth, Washington, Belhaven, New Bern, Bayboro, Oriental, Goldsboro, Kinston, Morehead City, Beaufort, Raleigh, Wilson and Greenville, State of North Carolina; and Providence Junction, Cambarn Junction, Munden's Point, Virginia Beach, Cape Henry, North Junction and Bayville, State of Virginia, and at other points along its lines of railroad and at and near its terminals.

INCLUDED IN THE FOREGOING GENERAL DESCRIPTION IS THE FOLLOWING EQUIPMENT OF THE NORFOLK & SOUTHERN RAILWAY COMPANY, AND ALSO ALL ITS RIGHT, TITLE AND INTEREST IN AND TO THE EQUIPMENT HELD BY IT UNDER LEASE FROM THE ATLANTIC AND NORTH CAROLINA RAILROAD COMPANY DATED SEPTEMBER 1, 1904:

EQUIPMENT OWNED BY THE NORFOLK & SOUTHERN RAILWAY COMPANY.

Steamers: Garrett, Dickerman, Wagner, Haven Belle, Lucy, Comet, Pamlico, Phillips, Albemarle, Hatteras, Virginia, Edenton, Waterboy and W. B. Blades.

Barges and Floats: Numbered 6, 7, 8, 4, 5, 6, 9, 10, 12, 14, 15, 16, 17, 18 and Tar River and V. & C. C. No. 1.

Switching Locomotives 4
Freight Locomotives 29
Coaches 28
Mail and Express Cars 6
Electric Cars 27
Work Cars 22
Flat Cars 40M capacity 97
Flat Cars 60M capacity 26
Flat Cars 80M capacity 320
Box Cars 40M capacity 31
Box Cars 40M capacity 7
Refrigerator Cars 1
Furniture Cars 30M capacity 25
Passenger Locomotives 28
Officers' Cars 1
Baggage Cars 6
Passenger and Baggage Cars 11
Caboose Cars 13
Log Cars 154
Flat Cars 50M capacity 15
Flat Cars 80M capacity 40
Box Cars 60M capacity 1,124
Box Cars 60M capacity 33
Stock Car 60M capacity 1
Gondola Cars 60M capacity 50
Electric Cars 6

ALL THE RIGHT, TITLE AND INTEREST OF SAID COMPANY IN AND TO THE FOLLOWING EQUIPMENT, HELD UNDER LEASE AS AFORESAID:

Locomotives 13
Passenger Equipment Cars 28
Work Cars 18
Caboose Cars 3
Log Cars 118
Flat Cars 78
Box Cars 154
Gondola Cars 16

Reference is hereby made to the report of the Special Master, Percy S. Stephenson, filed in the above mentioned cause on or about August 7, 1909, for a more detailed description of the equipment above enumerated.

THE FOLLOWING DESCRIBED PROPERTIES ACQUIRED BY THE RECEIVERS IN THE OPERATION OF SAID RAILROAD ARE INCLUDED HEREIN AS PARTS OF THE PROPERTY INTENDED TO BE SOLD BY THE UNDERSIGNED:

NORTH CAROLINA.

(1) A parcel of land situate at Farmville, in Pitt County, described as follows: Beginning at a stake near the ditch running parallel with the "Y" of the Norfolk & Southern Railway Company, running south 34° 10' east, seventy-seven and six-tenths (77.6) poles to another stake near said ditch, thence north 22° 50' east, eight (8) and two-tenths (.2) poles to an iron pin; thence south 78° 30' east, seventy-seven (77) poles to a stake, the beginning. Being a small triangular piece of land upon which a portion of the west group of the "Snow Hill" "Y" at Farmville is located, conveyed to the Norfolk & Southern Railway Company by the deed of Lena O'Neal, recorded in Deed Book E-8, page 516.

(2) Two strips of land situate in Washington County, one located on each side of the present right of way of said Railway Company and each ten (10) feet wide, containing one thousand seven hundred and fifty (1,750) feet, more or less, from the lands now or formerly owned by W. Frank Lucas on the north, through and as a part of the tract now owned by said T. L. Satterthwaite, known as the Owens Farm, to the wood land owned by the said T. L. Satterthwaite. Said strips of land contain eight-tenths (.8) of an acre, more or less, including all lands within twenty-five feet of the outer line of the present right of way of the Norfolk & Southern Railway Company, throughout the distance the said Railway traverses the land of the said T. L. Satterthwaite, known as the Owens Farm, conveyed to the Norfolk & Southern Railway Company by the deed of T. L. Satterthwaite, recorded in Deed Book 6-2, page 1.

(3) A lot of land situate in Chowan County, described as follows: Beginning at the point where dividing line between Blades Lumber Company and Richard Dick intersects the western edge of the Norfolk & Southern Railway Company's Cotton Mill Branch right of way, said point being seventeen and one-half (17½) feet from the center line of said Mill Branch track, thence southwardly along said western edge of said right of way, two hundred and twenty-eight (228) feet, more or less, to the line of W. H. Sheppard's land; thence westwardly along said line between W. H. Sheppard's and Richard Dick's thirty-nine (39) feet to a point distant twenty-five (25) feet from the center line of the proposed track connecting the Cotton Mill Branch with the Suffolk & Carolina Railway; thence northwardly and parallel to the said center line two hundred and twenty-seven (227) and one-half (½) feet, more or less, to the line of W. H. Sheppard; thence eastwardly along said line between W. H. Sheppard's and Richard Dick's thirty-nine (39) feet to a point distant twenty-five (25) feet from the center line of the proposed track connecting the Cotton Mill Branch with the Suffolk & Carolina Railway; thence northwardly and parallel to the said center line two hundred and twenty-seven (227) and one-half (½) feet, more or less, to the line of Richard Dick; thence eastwardly along said dividing line eight (8) feet, more or less, to the point of beginning, conveyed to the Norfolk & Southern Railway Company by the deed of Richard Dick and his wife, recorded in Deed Book K-8, page 551.

(4) A tract of land containing about forty and seven hundredths (4.07) acres, situate in Greenville Township of Pitt County, described as follows: Beginning at a point on the line of William Nichols where the center of the new survey of the Raleigh & Pamlico Sound Railway Company crosses said line and running thence with the Nichols line north 23° 49' west fifty-eight and forty-five one hundredths (58.45) poles to a point fifty (50) feet from and at right angles to the center line of said survey; thence south 81° 20' west to a line parallel with and fifty (50) feet from the center line of said survey; thence with said line of the line of Mrs. Susan Patrick; thence south 21° east, seventy (70) poles to a point in the line of Mrs. Susan Patrick's line fifty (50) feet from the center line of said survey, to a point on Mrs. Patrick's line fifty (50) feet from and at right angles to said center line of said survey; thence parallel with and fifty (50) feet from the center line of said survey two thousand three hundred and fifteen (2,315) feet to the line of the heirs of William Nichols, and thence with the Williams Nichols line to the beginning, acquired from Susan Tucker and others by virtue of a Condemnation Proceeding instituted in the Superior Court of Pitt County, by the Raleigh & Pamlico Sound Railway Company in 1906, and concluded in June, 1909.

(5) A tract of land situate at Orlando, in Pamlico County, described as follows: Beginning at the west side of Front Street where the south line of the Norfolk & Southern Railway Company's property intersects the western side of said street, thence along the west side of Front Street one hundred and seventy (170) feet, more or less, to said low water line of Smith's Creek; thence northwardly along said low water line to its intersection with the south line of the Norfolk & Southern Railway Company's property; thence north eastwardly along the Railway Company's property line to the point of beginning, together with all riparian rights and privileges thereto belonging; conveyed to the Norfolk & Southern Railway Company by the deed of B. F. Pickles and his wife, recorded in Deed Book 51, page 122.

(6) A tract of land situate at Sandy Cross, in Gates County, near Elizabeth City Branch of the tracks of the Suffolk Division of the said Railway Company, it being a part of the land formerly owned by W. H. Stallings and is shown on a plat attached to and made a part of the deed from the Southern Vineyard Company to the Norfolk & Southern Railway Company, recorded in Deed Book 42, page 1.

(7) A lot of land at Wendell, in Wake County, adjoining Norfolk & Southern Railway Company's station, being a parcel of land fifty (50) feet wide and six hundred and fifty (650) feet long, lying and being on the south side of the right of way of the said Norfolk & Southern Railway Company's right of way, as shown upon the right of way map of said Company, of its Raleigh Division; conveyed to the Norfolk & Southern Railway Company by the deed of C. M. Nowell, recorded in Deed Book , page .

VIRGINIA.

(1) Certain parcels, lots or pieces of land, situate at Virginia Beach in the County of Princess Anne, conveyed to the Norfolk & Southern Railway Company by the deed of T. D. Savage, Trustee, recorded in Deed Book 87, page 619, described as follows:

All that tract or parcel consisting of the block beginning at the southeast corner of the alley formerly known as the Atlantic Avenue and of South Carolina Avenue, and running thence East along the south side of South Carolina Avenue one hundred and fifty (150) feet more or less to a point, thence South parallel with said alley 383 feet, more or less, to a point in the northern line of Fourteenth Street, as the said Street has recently been laid out by the Virginia Beach Development Company; thence west with the north side of the said Fourteenth Street, one hundred and fifty (150) feet more or less, to a point, on the eastern line of the said alley; thence north along the east side of the said alley five hundred and eighty-two (582) feet, more or less, to the beginning. Being the property whereon was situated the Princess Anne Hotel; also all that certain tract consisting of the block beginning at the northeast corner of the alley formerly known as Atlantic Avenue and South Carolina Avenue, running thence east along the north side of South Carolina Avenue one hundred and fifty (150) feet, more or less, to a point; thence north parallel with said alley two hundred and thirty (230) feet, more or less, to a point; thence west parallel with said South Carolina Avenue one hundred and fifty (150) feet, more or less, to the said alley; and thence south with the east side of the said alley two hundred and thirty (230) feet, more or less, to the beginning; also all the right, title and interest both at law and in equity of the said Princess Anne Investment Corporation in and to that certain tract, piece or parcel of land, lying on the east of both of the above described lots, or parcels, included between a line parallel with and fifty (50) feet south of North Carolina Avenue, extended into Atlantic Ocean on the north, the Atlantic Ocean on the east and Fourteenth Street as recently laid out by the Virginia Beach Development Company, extended into the Atlantic Ocean on the South, together with all the ways, waters, water courses, riparian rights, privileges and appurtenances to the same belonging or in any wise appertaining; also all those certain two lots known as lots No. 2 and No. 4 in block No. 29 on Plat No. 2, part of the property of the Virginia Beach Development Company, recorded in Map Book No. 1, page 30, in the office of the County Clerk of Princess Anne County, and State of Virginia.

(2) A lot of land situated on Water Street in the City of Norfolk, conveyed to the Norfolk & Southern Railway Company by the deed of Sarah R. P. Tait and others, recorded in deed book , page , described as follows:

Beginning at the southwest corner of Water Street and Woodside Lane, and running thence south along the western side of Woodside Lane, seventy-two feet two inches, more or less, to the northern side of the property now owned by the Norfolk and Western Railway Company; thence westerly along the northerly line of said property fifty-four feet, more or less, to a point on the eastern line of said property; thence northerly along said eastern line sixty-four feet, six inches, more or less, to the southern line of Water Street; and thence along the southern line of Water Street fifty-four feet, more or less, easterly to the point of beginning.

(30) 50 shares of the capital stock of the Goldsboro Union Station Company, each of the par value of one hundred dollars and two of the bonds of the said company, numbered three and five, dated 19th day of June, 1902, payable on the August 14th, 1932, with interest thereon at the rate of four and one-half per cent. each for the principal sum of fourteen thousand dollars.

It is intended to refer to, describe, and include all property, franchises, privileges and immunities of every kind, character or description belonging to the Norfolk & Southern Railway Company, its predecessors, successors, companies, lines of railroad and leased lines, wherever the same are located, including all the property described in the aforesaid decrees and in the report of Percy S. Stephenson, Esquire, heretofore filed in the above mentioned cause on or about August 7, 1909 (to which said report and exhibits thereto attached, and said decrees reference is hereby made for a more particular description of the rights, privileges and franchises of said Norfolk & Southern Railway Company), and all property of every kind and description described in said report, and decrees including all the property owned by the Norfolk & Southern Railway Company at the time of the execution of its First and Refunding Mortgage, to wit, November 2d, 1907, and all property acquired by it subsequent to the execution of its said First and Refunding Mortgage, or by the aforesaid Receivers, down to and including the date of sale as directed by said decree, whether the same be specifically mentioned in the foregoing descriptions or not.

EXCEPTING and RESERVING from the property to be sold, any and all rights of action or recoveries had therein which the Receivers heretofore appointed in the above mentioned consolidated causes, or the railway company, may now or hereafter have against any individual, partnership, firm or corporation, on account of or arising from any investigation which may be ordered upon the petition of Fegus Reid, filed in said cause by leave of Court on the second day of October, 1909.

The aforesaid property will be sold subject to the lien of any and all taxes, assessments and water rents levied and assessed against the same or against any part thereof, which are by law charged upon the mortgaged property and premises above described and subject to the lien of said First and Refunding Mortgage and subject also to the following described mortgages, pledges and indebtedness of the Norfolk & Southern Railway Company and its constituent companies assumed by it:

1. A certain mortgage made by the Norfolk & Southern Railroad Company, dated June 24, 1891, to the Atlantic Trust Company, Trustee, of which the Metropolitan Trust Company of the City of New York is the successor, to secure bonds maturing on May 1st, 1941, of which there are now outstanding bonds aggregating the principal sum of $1,656,000, and in addition thereto bonds aggregating the principal sum of $315,000, issued under said mortgage and held by the Guaranty Trust Company of New York, Trustee, under the terms of the Mortgage next hereinafter described.

2. A certain First General Mortgage and supplement thereto, dated November 1st, 1894, and November 21, 1894, respectively, made by the Norfolk & Southern Railroad Company to the Guaranty Trust Company of New York, Trustee, to secure an issue of bonds maturing on the first day of July, 1954, of which there are now outstanding in the hands of the public bonds in the aggregate principal sum of $25,000, and bonds to the extent of $2,000,000 pledged as security for the payment of the collateral trust notes of the Railway Company hereinafter mentioned.

3. A certain First General Mortgage of the Suffolk & Carolina Railway Company, dated April 12, 1898, made to John S. Gittings and Walter E. Brooks, Trustees, to secure bonds maturing on the first day of April, 1911, of which there are outstanding bonds aggregating the principal sum of $[illegible].

4. A certain First Consolidated Mortgage made by the Suffolk & Carolina Railway Company to the International Trust Company of Maryland, Trustee, dated July 1st, 1902, to secure bonds maturing on the first day of July, 1952, of which there are now outstanding thereunder bonds aggregating the principal sum of $700,000.

5. A certain First Mortgage and Supplemental Mortgage made by the Raleigh & Pamlico Sound Railway Company, dated February 24th and December 27th, 1904, respectively, made to the Knickerbocker Trust Company, Trustee, to secure bonds maturing on the first day of January, 1934, of which there are now outstanding thereunder bonds aggregating the principal sum of $[illegible].

6. A certain Mortgage made by Frank S. Gannon and wife to Hugh C. Davis, Trustee, dated April 10th, 1908, to secure the principal sum of $40,000, maturing on April 10th, 1918.

7. A certain Equipment Mortgage made by the Norfolk & Southern Railway Company, dated October 1st, 1907, to the Manhattan Trust Company as Trustee, to secure equipment mortgage bonds issued thereunder aggregating the principal sum of $1,200,000; said bonds have been pledged by said Railway Company with the Manhattan Trust Company as Trustee to secure certain collateral trust notes hereinafter referred to.

8. A certain Collateral Trust Indenture made by the Norfolk & Southern Railway Company to the Manhattan Trust Company (of the City and State of New York), as Trustee, dated October 1, 1907, to secure notes to be issued thereunder not to exceed the principal sum of $2,750,000, maturing on the first day of November, 1917.

Reference is made to the report of Honorable Percy S. Stephenson, Special Master, heretofore filed in the above mentioned cause on or about the 7th day of August, 1909, as containing a more detailed description of the several mortgages aforesaid.

The undersigned special masters invite bids upon all the property to be sold in one parcel and as an entirety, and will provisionally accept the bid of the highest bidder upon the said entire property, and report the bid so provisionally accepted to the Court.

Any party to said cause or the holder of any bond or bonds secured by said First and Refunding Mortgage, may bid and purchase at said sale.

No bid will be received from any bidder for the premises above described who shall not have first deposited with the special masters the sum of Two Hundred thousand Dollars ($200,000) in cash or by certified check on some national bank or trust company of the City of New York made or endorsed payable to the order of the special masters, or Five Hundred thousand Dollars ($500,000) par value of bonds secured by said First and Refunding Mortgage, to qualify such bidder to bid upon the property to be sold.

The cash, check or securities deposited by any bidder in order to qualify him to bid at the sale, will be held as a pledge that said bidder will make good his bid if accepted by the Court.

The cash, checks or securities so deposited, except those deposited by any bidder whose bid shall be conditionally accepted, will be returned by the special masters at the conclusion of the sale to the bidder or bidders from whom they were received.

The cash, checks or securities so deposited by any bidder or bidders whose bid shall be provisionally accepted, will be returned by the special masters to the bidder or bidders from whom they were received, if such provisional acceptance shall thereafter not be confirmed by the Court.

No minimum price is put upon the property to be sold or any part thereof, the Court having reserved full power and discretion to reject any bid which, in its judgment, is inadequate or subject to just objection.

In case any bidder or bidders shall fail to make good his or their bid upon its acceptance by the Court, or shall fail after such acceptance to comply with any order of the Court relating to the payment thereof or the completion of the purchase, then the sums deposited by said purchaser or purchasers, whether paid in cash or by check or representing bonds, shall be forfeited as a penalty for such failure and shall be applied to the payment of the expenses of a resale and of the making good of any deficiency or loss in case the property shall be sold at a less price on any such resale, and to such other purposes as the Court may direct.

The purchaser or purchasers shall, on the confirmation of the sale by the Court, thereafter make such further payment or payments in cash or otherwise on account of the purchase price as the Court may from time to time direct.

So much of the purchase price as may not be required by the Court to be paid in cash may either be paid in cash, or the purchaser may satisfy and make good such payment in whole or in part by turning in to be cancelled or credited, as hereafter provided, any bonds or coupons secured by said First and Refunding Mortgage payable out of the proceeds of the sale upon distribution thereof; and such purchaser will be credited therefor on account of the purchase price with such sums as would be payable on such bonds and coupons out of the purchase price if the whole amount of the purchase price had been paid in cash.

All such bonds and coupons so may be used to make any such payment shall be surrendered to the Special Masters and cancelled if the whole amount due thereon be applied upon the purchase price; but if less than the whole amount be so applied, then the amount so applied will be stamped or written upon such bonds or coupons, which will then be returned to the holder.

The certificates of any trust company in the City of New York, N. Y., City of Providence, Rhode Island, or City of Boston, Massachusetts, including the Trust Company of America, that holds bonds therein described secured by said First and Refunding Mortgage subject to the order of the party named, and transferred to the undersigned Special Masters, will be received by the Special Masters and accepted in lieu of the bonds specified in such certificate or certificates as a deposit at the time of sale and on account of the payment of the purchase price bid, with like force and effect as if the bonds therein named had been delivered to them.

The Court reserves the right to resell the property upon such notice as it may direct and at the risk and cost of the purchaser in case the purchaser thereof shall fail or omit to make any payment on account of any unpaid balance of the purchase price within thirty days after the entry of the order requiring such payment.

The purchaser or purchasers, his or their successors or assigns, shall not be required to see to the application of the purchase money.

The purchaser or purchasers at such sale, his or their successors and assigns, shall be required to assume and adopt all lawful prior subsisting contracts and agreements of the Norfolk & Southern Railway Company, entered into since the first day of July, 1908, the time of the appointment of the receivers in the above mentioned cause, but the purchaser or purchasers at such sale, his or their successors and assigns, shall not be required to assume and adopt any contract and agreements of said Company entered into prior to said July 1, 1908, but shall have the right to elect whether or not to assume or adopt the same or any thereof within six months after the completion of said sale.

The Court reserves and excepts from the operation of the sale and decree the rights arising upon and from a certain petition filed in the above cause by the Postal Telegraph Cable Company and the answer thereto made by the Receivers in said cause.

The purchaser or purchasers shall, as a part of the consideration for such sale, and in addition to the purchase price bid for the property purchased,

(1) Upon the execution of the decree that the purchaser or purchasers, his or their successors or assigns, will pay for and satisfy all claims and demands heretofore filed under the order of reference heretofore made in said cause on the 23rd day of October, 1908, which have been or may hereafter be established thereunder as prior in lien to said First and Refunding Mortgage and which at the time of the sale remain unpaid.

(2) Subject to all pending contracts in respect to the property herein described lawfully made by the receivers, which said contracts shall be assumed and performed by the purchaser or purchasers, his or their heirs and assigns.

(3) Based upon the express condition that such purchaser or purchasers, his or their successors and assigns shall pay, satisfy, and discharge any unpaid indebtedness and obligations or liabilities which shall have been contracted or incurred by the receivers in respect thereto before the delivery of possession of the property sold, including herein the indebtedness of the receivers, evidenced by receivers' certificates heretofore issued under the order entered in said cause on the 28th day of December, 1908, aggregating the principal sum of $1,000,000.

(4) And upon the further express condition that such purchaser or purchasers, his or their successors and assigns, shall pay and satisfy all unpaid costs and expenses of said consolidated causes and all proper expenses attendant upon said sale, the unpaid compensation and allowances of the Special Masters appointed in said cause and all unpaid expenses, compensation and allowances of the complainant and receivers and of the solicitors and counsel of the complainant, the defendant and the receivers, both before and after said sale.

In the event that the purchaser or purchasers, his or their successors or assigns, shall refuse on demand to pay any of the before-mentioned indebtedness and obligations, persons holding the claims therefor, upon fifteen days' notice to the purchaser or purchasers or his or their successors or assigns, or such other notice as the Court may direct, may present to said Court a petition to have any such claim enforced against the property aforesaid; the purchasers shall have the right to appear and oppose such petition and the purchasers and any party to such proceeding shall have the right to appeal from any judgment, decree or order made thereon. The purchaser or purchasers, his or their successors or assigns, shall have the right to enter their appearance in said Court or in any other Court, and be or they shall have the right to contest any claim or demand other than those in respect to costs and allowances pending at the time of the sale and then undetermined, and any claim or demand which may arise or be presented therefor which, if allowed, would be payable by the purchaser or purchasers, his or their successors or assigns, or which would be chargeable against the property purchased under the provisions of said decree, and may appeal from any decision relating to any such claim or demand, other than orders and decrees in respect to costs and allowances.

The Court reserves jurisdiction for the purpose of delivering title and possession of the property sold and to protect the rights of the purchaser to determine the priorities of claims filed in said cause and the costs and allowances to be made therein, and for such purposes as are more fully set forth in said decree of sale.

For a more complete statement of the property to be sold and the terms and conditions of said decree, the matters reserved thereby, the liens upon said property and the rights of the purcha