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MS 76
BX 1
NBK 6

DEEDS AND WILLS OF CABELL CO.

WAYNE CO. HISTORY NOTES

MS 76
BX 1
NBK 6

I, John S. Farr, of Huntington, W. Va. do hereby make, declare and publish this as and for my last will and testament, hereby revoking all my former Wills.

First: I direct that all my just debts and funeral expenses be paid as soon as practicable after my death, and my Executors hereinafter named, are hereby authorized and empowered to sell and dispose of such of my personal and real property as may be required to pay such debts and funeral expenses.

Second: All the rest and residue of my estate, both real and personal, whersoever situate I give, devise, and bequeath unto my Trustees, hereinafter named, for the following uses and benefits, and upon the trusts, terms and conditions hereinafter contained, that is to say

(a) Immediately after the administration of my estate is completed, as required by law, I direct that my said Trustees shall enter upon and take charge of all my property, of every kind, character and description, and shall manage, control, handle and dispose of the same in the manner and in accordance with the terms and provisions hereinafter set out. My Trustees shall have, and are now, given full power and authority to preserve my estate by making repairs, carrying insurance thereon, and meeting and discharging out of the income therefrom all obligations by way of liens, taxes and assessments and other charges that may arise or be discharged against it until the final distribution of said estate, as hereinafter provided. My Trustees are hereby authorized and empowered in their own names whenever it is deemed by them advisable to do so to convert any portion of my estate into money and to sell, convey, exchange, mortgage or improve any part thereof, and to invest and re-invest the proceeds arising from the sale of any part thereof

in such manner and upon such terms as and at such times as my said Trustees may deem safe and for the best interest of my Estate and ~~for~~ of the beneficiaries herein named. I hereby confer upon my said Trustees all necessary power and authority, in their own names, to do any and all of the things necessary and proper in the management and control of my said estate, and to the end that it may produce as large income as may be safely possible; and I expressly hereby grant to my said Trustees and Executors hereinafter named, the full and complete right and authority to execute, acknowledge and deliver all deeds, releases, writings and warranties such as are necessary and proper to handle and dispose of my estate, and to invest and re-invest the proceeds therefrom, such power to be full and complete and co-extensive with the power and right that I might have, if alive, to handle and dispose of and care for my estate.

(b) My Trustees are hereby expressly authorized to invest and re-invest any proceeds derived from the sale of any real or personal property into first-class, marketable securities, , limiting that, however, to investments in any one class of securities to exceed not more than 20% of my entire trust estate.

(c) I direct that as soon as is conveniently practicable after my death, my Executors, out of the funds of my estate, pay off and discharge the lien indebtedness against the premises and building located at 631 Fourth Avenue, Huntington, West Virginia, in which premises I have a life estate with the remainder over to my son John S. Farr, to the end that he may have said property free ~~from~~ and clear of all encumbrances existing against the same at the time of my death.

(d) I direct that for and during the natural life of my son, John S. Farr, the said Trustees shall pay unto him, monthly, the sum of Two Hundred (\$200.00) Dollars. Provided, however that if, through sickness, failure of income, or other necessity my said Trustee shall deem it necessary and advisable so to do, they are hereby authorized to use from time to time for the support and maintenance of ~~my~~ said son so much of the estate preferably from the income, but if necessary, from the corpus of my estate as may be proper, which additional amount shall in no event in any one year exceed Twenty-four Hundred (\$2400.00) Dollars. It is my desire, however, that so far as possible, the corpus of my estate shall remain intact.

(e) I direct that for and during the natural life of Willie Mae Farr, wife of my son, John S. Farr, my Trustees shall pay to her the sum of One Hundred (\$100.00) Dollars per month; subject to this condition, however: In the event of her marriage to any other person the said payments shall cease immediately upon such marriage, which payments, however, shall cease upon the death of Willie Mae Farr.

(f) I direct that for and during the natural life of my grand daughter, Stella Jane Farr, the Trustees shall pay to her or her guardian, monthly, the sum of One Hundred (\$100.00) Dollars. I further direct that after ~~the~~ my said grand daughter, Stella Jane Farr, shall have attained the age of twelve years my said Trustees shall pay to her an additional sum, or sums each month in order to provide for her additional needs and wants, for support, maintenance and education, which said sum, or sums, when added to the One Hundred (\$100.00) Dollars hereinabove directed to be paid to her each month, shall not exceed the sum of Two Hundred and Fifty (\$250.00) Dollars per month until my said grand daughter,

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Stella Jane Farr shall have attained the age of twenty-one years. After my said granddaughter, Stella Jane Farr, shall have attained the age of 21 years or in the event of her marriage and giving birth to children, my said Trustees are hereby directed to pay to her such sums of money, monthly, in addition to the sums above provided for, necessary and proper to support my said granddaughter, Stella Jane Farr and her offspring, which sum, when added to the sums hereinabove provided for shall in no event, exceed Five Hundred (\$500.00) Dollars per month.

(g) I direct that for and during the natural life of my grand daughter, Nancy Marie Farr the Trustees shall pay to her, or her guardian, monthly, the sum of One Hundred (\$100.00) Dollars. I further direct that after my said grand daughter Nancy Marie Farr shall have attained the age of twelve years, my said Trustees shall pay to her an additional sum or additional sums each month, in order to provide for her additional needs and wants, for support, maintenance and education, which said sum or sums, when added to the One Hundred Dollars hereinabove directed to be paid to her each month, shall not exceed the sum of Two Hundred and Fifty (\$250.00) Dollars per month until my said grand daughter, Nancy Marie Farr, shall have attained the age of twenty-one years. After my said grand daughter, Nancy Marie Farr, shall have attained the age of 21 years, or in the event of her marriage and giving birth to children, my said Trustees are hereby directed to to pay to her such sums of money, monthly, in addition to the sums hereinabove provided for, necessary and proper to support my said grand daughter, Nancy Marie Farr, and her offspring, which sum, when added to the sums hereinabove provided for shall in no event exceed Five Hundred (\$500.00) Dollars per month.

(h) In the event my said son, John S. Farr shall have other

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child, or children, whether the same be born before or after my death, I direct that my said Trustees shall pay to them, in the same manner and in the same amounts sums equal to the sums hereinabove provided and directed to be paid to my grand daughter, Stella Jane Farr and Nancy Marie Farr.

(i) I direct that for and during the natural life of Eva Mae Reinwald my Trustees shall pay unto her monthly the sum of One Hundred and Fifty (\$150.00) Dollars, with the further direction that when on account of age or physical disability, the said Eva Mae Reinwald shall be no longer able to work to provide for her own support, my Trustees shall pay her an additional sum of Fifty (\$50.00) Dollars per month.

(j) I direct that for and during the natural life of my brother, Grant Farr, my Trustees shall pay unto him, monthly, the sum of One Hundred (\$100.00) Dollars, with the further direction that if, on account of sickness or other infirmity, the sum of One Hundred Dollars be not sufficient to take care of the said Grant Farr the Trustees may, in their discretion, pay to him an additional sum of Fifty (\$50.00) Dollars per month.

(k) I hereby recommend to my Trustees that as soon after my death as their good judgment may direct that they shall convert all my real propeety into cash, except the Hotel located at Ninth Street and Fourth Avenue, Huntington, West Virginia, known as the "Farr Hotel" and the premises located at 213 -- 8th Street, Huntington, West Virginia, and what is known as the "Farm" located on the Guyan River, and the 2.36 acre tract also located on Guyan River; and the property at ~~16~~ Sixteen Street used in connection with the Building Supply business. In the event my said Trustees deem it advantageous they may, and are directed at any time, in their discretion, to sell and convert into cash or securities any, or all of

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my properties, including the properties hereinabove above immediately mentioned. It is my express desire, however, that the Hotel property known as the "Farr Hotel" be retained by my said Trustees, and not sold as long as it is beneficial to my Estate, and my said Trustees are hereby expressly authorized and directed, when they, in the exercise of their sound discretion, may deem it advisable to increase the height of said building, which increase shall in no event exceed the number of six floors. The direction with relation to the retention of this Hotel, and the increasing of its size is made in conformity with my desire to perpetuate the Farr Hotel and to enable my Trustees to keep it up standard heretofore set by me, and to enable them to maintain the property in conformity with the advancement of Huntington.

(1) In the event of the death of any of the beneficiaries of this Trust without living, lawful issue, then the sum provided to be paid to such beneficiary shall be retained by the said Trustees and be and become a part of my Estate, and in the event of the death of any of the beneficiaries hereunder, with living issue, except Eva Mae Reinwald, Grant Farr and Willie Mae Farr, whose benefits are limited to their own life, the sums herein provided to be paid to the said beneficiaries shall be paid to their issue per stirpes, until such issue shall have attained the respective age of 21 years. In the event that an child, or children be born to my son, John S. Farr after my death then the share or shares, as hereinbefore provided, for them in this Trust Estate, shall continue as to income until it, or they have reached the respective ages of twenty-one years.

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(m) The trust hereby created shall continue and endure

until the death of the last survivor of my son, John S. Farr, and of my grand daughters, Stella Jane Farr and Nancy Marie Farr, and for a period of twenty-one years thereafter, at the expiration of which time my Trustees shall immediately transfer and convey my estate, in equal portions, to my great grand children alive at such time, and any of my grand children that may hereafter be born to my son, John S. Farr, in lawful wedlock.

(n) In the event of the death of the beneficiaries of this Trust without issue, prior to the expiration of this Trust, then the Trust herein created shall immediately terminate and shall vest in those entitled to receive it.

(o) My Trustees are further empowered and directed that, at any time when, due to emergencies and unforeseen circumstances the sums hereinabove directed to be paid to such beneficiaries hereinabove named as are the issue of my body, they may provide if my estate will permit, such additional sums to maintain the said beneficiaries in a reasonable degree of comfort, and the broad powers of discretion herein granted to my Trustees is not to be and shall not be questioned by any of the beneficiaries hereunder.

(p) All the payments hereinbefore directed to be made by my said Trustees for the support, maintenance and education of any of the beneficiaries of this Trust shall be made at such times as shall be most convenient to the proper handling of my Estate, and as shall be next, most suitable to the convenience of said beneficiaries, and shall be made from the income of my said Estate if it shall be sufficient, and if the income is not sufficient then the said Trustees shall take from the principal of said Estate, such additional sums as may be necessary, it being understood that the said Trustees shall not be responsible for any payments over and above the aggregate of the principal and interest of my said Estate.

g. I recommend and empower my said Trustees that in the event my son, John S. Farr shall engage in any legitimate business, and is in their opinion, making a success of said business, that they give to him, from either the principal or the income from my Estate such sum, or sums, and at such time, or times, as they in their discretion, may decide would be proper to enable him to enlarge and stabilize his said business. However, this is a recommendation and authorization to my said Trustees, and not a direction, and must be decided by their own sound discretion; and the recommendation is prompted by my desire to assist my said son in any legitimate business in which he might engage after he has demonstrated his ability to handle such business successfully.

(r) The general bequest to my said Trustees of my property is made subject to the following exceptions only:

It is my desire, and my Trustees are so directed that the diamond ring which I now wear be taken into their possession and held and retained by them until my grand daughter, Stella Jane Farr, shall graduate from High School or a school of equivalent standard, at which time and in which event they shall give over and deliver the said ring to her. And in the event of the failure of the said granddaughter, Stella Jane Farr, so to graduate, my said Trustees are requested and directed to give over and deliver the said ring to whichever of my grand children shall graduate from High School, or a school of equal standard, at the time of such graduation. In the event of the failure of my said grand children so to graduate, then the said ring shall be, and become part of my Estate.

I further direct that the diamond stud which I now wear be given by my said Trustees to Eva Mae Reinwald, to have for and during her natural life; and upon her death, if she have issue of her body, the said diamond stud shall be given to any of her -3-

children that she may designate. In the event of the death of Eva Mae Reinwald without issue, I request that she make proper provision that the said diamond stud shall be given to anyone of my grand children that she may choose.

(s) No title in this trust estate or of any of the income therefrom shall vest in any of the beneficiaries until the final distribution of the principal of the estate shall have been made, as hereinbefore provided, and while in the hands of my Trustees neither the principal nor income of the Trust Estate shall be liable for the debts of any beneficiary; and no beneficiary shall have any power to sell, assign, transfer, encumber, or in any other manner, anticipate or dispose of his or her interest in the income produced thereby. The purpose of this Trust Estate is to care for and maintain and educate the beneficiaries herein named, and finally, to distribute the said Estate as hereinabove set out, and for these purposes I hereby give my said Trustees all necessary power and authority, hereby directing them to use their best discretion and judgment to carry out the purpose of this Will.

THIRD: I hereby nominate and appoint Lawrence L. McClure and the First Huntington National Bank, a corporation, of Huntington West Virginia, as Executors of this, my Will, and do likewise appoint them as Trustees of my said Estate, and I hereby direct that in the event and upon the death of the said Lawrence L. McClure, Thomas R. Shepherd, of Huntington, West Virginia, surviving him, the said Thomas R. Shepherd shall be substituted in lieu and instead of the said Lawrence L. McClure the said Thomas R. Shepherd not surviving him, and upon the death of the said Thomas R. Shepherd in the event he shall survive the said Lawrence L. McClure, the said the First Huntington National Bank shall act as sole and surviving

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Executor of this Will, and as sole and surviving Trustee of my said Estate.

Signed and sealed at Huntington, West Virginia, this 12th day of October, 1928, this my Will, being written on ten sheets of paper, at the bottom of each of which I have signed my name and affixed my seal.

JOHN S. FARR (seal).

Signed, made, declared and published by John S. Farr as and for his last Will and Testament in the presence of us who, in his presence and at his request, and in the presence of each other, have hereunto signed our names as Witnesses at Huntington, West Virginia, this 12th day of October, 1928.

U.G.Young,

S. Curry,

Ernest E. Winters, Jr.

I, John S. Farr, of Huntington, West Virginia, do hereby make, declare and publish this as and for the ~~xxx~~ first Codicil to my will, dated August 12, 1928.

FIRST: It is my desire and my direction that the devises and bequests to Eva Mae Reinwald, now Mrs. Richard Pierce Cole, as set out in my said will, be, and the same are hereby revoked, and that the direction to my Trustees as to the payment of a monthly sum to the said Eva Mae Reinwald, now Mrs. Richard Pierce Cole, take nothing under my said will, this by reason of the fact that I have, on this day, conveyed to the said Eva Mae Reinwald, now Mrs. Richard Pierce Cole, a certain lot and parcel of ground situate in that part of the city of Huntington known as the "Belford Sub-Division" which said conveyance is made by me in lieu of any devise, request

or payment that I had heretofore desired to devise, bequeath or pay to the said Eva Mae Reinwald, now Mrs. Richard Pierce Cole.

SECOND: The diamond stud which which I had bequeathed to the said Eva Mae Reinwald, under my said will, shall be delivered to my said Trustees to be given to one of my grand children or otherwise disposed of as they may deem advisable.

THIRD: It is my desire that in the event there be not sufficient funds with which to make the monthly payments requested to be made in my will, to my son John S. Farr, to his wife, Willie Mae Farr, and to my grand children, Stella Jane Farr and Nancy Marie Farr, and my brother, Grant Farr, that such payments to be made on a pro rata basis until such time as there be sufficient funds to make said payments in the amounts, as requested and directed in my said will.

FOURTH: My said Will shall continue and remain my Will except as herein altered and changed.

Signed and sealed at Huntington, West Virginia this 10th day of May, 1930, this first Codicil to my Will of October 12, 1928, which is my only Will, being written on two (2) sheets of paper at the bottom of each of which I have signed my name and affixed my seal.

JOHN S. FARR (SEAL).

Signed, made declared and published by John S. Farr, as and for his first Codicil to his Last Will and Testament, in the presence of us who in his presence and at his request, and in the presence of each other, have hereunto signed our names as Witnesses at Huntington, West Virginia, this 9th day of May, 1930.

C. L. Walker,

George W. Griffith,

O. S. Crawford.

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WILL BOOK 6. Page 423.

I, Letha Dolan, of McComas District, Cabell County, West Va. make this, my last will. I give, devise, bequeath my Estate and property, real and personal, as follows, that is to say, I give unto Francis Wentz my Grand daughter, 5-3/4 acres of land lying near Dusenberry's Dam said county and State, and should the said Mary Francis Wentz die before marrying the said real estate is hereby given to Myrtle Blanch Wentz, her sister. It is also my will that at my decease I give unto Myrtle Blanch Wentz all the money I have at the time of my death; also to her the following: 1 bedstead, 1 feather bed 2 square pillows, one extension, or dining room table, , also another feather bed, providing that my Grandson, Russel Dolan, does not come after it. I also will that the interest ~~money~~ on any money that I have loaned out and also the rent on my real estate due at my death is to be divided equally between my grand daughter, Mary Francis Wentz and Myrtle Blanch Wentz. I also will and direct that all my bed clothes, all my wearing apparel, trunk, and whatsoever I have not herein named is to be equally divided between Mary Francis Wentz and Myrtle Blanch Wentz . All this I will and give unto the aforesaid heirs after the following will is carried out I hereby give unto my daughter, Josephine Wentz the sum of One Dollar and to Lucretia Annis, my daughter One Dollar. Also One Dollar to my daughter, Rebecca F. Meadows, this is to be paid before the aforesaid Mary Francis and Myrtle Blanch Wentz received the aforesaid property. I appoint James F. Adams, of McComas District, Cabell County, W. Va. Executor of this my last will.

In Witness whereof I have signed and sealed and published and declared this instrument to be my last will, this 25th day of April, 1902.

No.14 in Block No. Seventy-seven (77) of said City of Huntington, the same to be hers for and during her natural life; and at her death the said property to go to and vest in my daughter, Virginia Annie Freutal, to be hers absolutely.

ITEM IV. It is further my will that during the life of said Minnie L. Dusenberry she shall have full power to enjoy, manage and control the two properties mentioned in Ites II and III hereof, using and managing the same, and the rents, issues and profits thereof as her own, and paying the taxes and insurance premiums thereon.

ITEM V. To my beloved wife, Minnie L. Dusenberry I give, devise and bequeath all the rest and residue of my property and estate, real personal and mixed, of whatsoever kind and character, and wheresoever situate and including therein all moneys, all choses in action, and all claims and demands due me from whatsoever source; the same and all thereof to be hers for and during her natural life, with full power to enjoy, manage and control the same, to use and apply as and for her own the rents, issues and profits, dividends and earnings thereof and to pay the taxes and insurance premiums thereon; and to sell, invest and re-invest the same, or any part thereof to the best advantage: provided, that if any such sale by her be of real estate the same shall be made with the advice and consent of the Twentieth Street Bank, hereinafter named, which shall signify its approval of such sale by joining in the Deed of Conveyance of the real estate so sold. And upon her death it is my will that whatsoever of said property and estate may remain, real, personal and mixed, shall go to and be divided as nearly equally as may be, between my said son, Marion C. Dusenberry, and my said daughter, Virginia Annie Freutal. In the making of such division and partition it is my desire and will that they agree between themselves in all things, and make

and execute all such reciprocal transfers and conveyances as may be necessary or appropriate to carry such division and partition into effect; but in the event they are unable fully to agree, as aforesaid, then the said division and partition shall be made by said, the ~~the~~ ^{TWENTIETH} Street Bank, Trustee hereinafter named, whose ~~judgment and decision~~ in all matters pertaining thereto shall be final and binding; and thereupon, the said transfers and conveyances shall be made by the said parties accordingly; or, upon the default of either in making the same shall be made by said, The Twentieth Street Bank, as Executor aforesaid; and full power and authority in the premises is hereby given to and vested in the said, The Twentieth Street Bank, as Executor and Trustee to carry out the above provision.

VI. It is my desire and recommendation that the estate of my mother, Annie F. Taylor, be held intact, and the properties and assets thereof be not divided nor partitioned among the distributees named in her will, until after the death of my wife, Minnie L. Dusenberry, unless a particularly advantageous opportunity to dispose of said properties, or some of them, should offer.

I nominate and appoint my said wife, Minnie L. Dusenberry and The Twentieth Street Bank, a corporation, both of this city, to be Executor of this, my last Will and Testament, and request that said Minnie L. Dusenberry be permitted to qualify and act as such without Bond. And, upon the death of my said wife, Minnie L. Dusenberry, said, The Twentieth Street Bank is to remain and continue as such Executor unless and until my Estate is fully settled, according this, my last Will and Testament, and said, The Twentieth Street Bank is further hereby designated as Trustee hereunder, to carry into effect, after the death of my said wife, all and singular the

Probated, ordered to be recorded 10th of October, 1918.

In the Name of God, Amen: I, Burl Farley, of Cabell ~~County~~ County, West Virginia, being of sound mind and disposing memory, knowing the uncertainty of life and the certainty of death, and desiring to make disposition of my worldly goods as to me seems just, do hereby make, publish, and declare this to be my last Will and Testament, hereby revoking any and all wills heretofore made by me.

I. I desire that all my just debts, if any, be paid.

II. That my proper funeral expenses be paid.

III. I give, devise and bequeath unto my beloved wife, Mary Ann Farley, all of my property, real, personal and mixed, for and during her natural life as long as she remains my widow, but in the event of her re-marriage or in the event of her death then all of my property, real, personal and mixed, to be divided share and share alike among my eight children; she to have and receive during her life time and only so long as she remains my widow, all of the rents, issues and profits derived from my real estate, including all oil and gas rentals.

IV. In the division of my lands among my heirs, I desire that all of the level land be divided into eight parcels as nearly of equal value as possible, and the hill lands to be divided as nearly equal, (share and share alike) as nearly of equal value as possible.

V. Any advancements that I may have heretofore given to any of my children or any advancements that I may make after the execution of this, my will shall not be taken into account, nor charged against them in the settlement of my estate among my heirs.

VI. That it is my desire, and I hereby direct that none of my said lands shall be sold by any of my heirs for a period of five years, except to make sales to each other, without first

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offering to each of my said heirs the privilege of purchasing the parcel, as desired to be disposed of.

VIII. I hereby nominate and appoint my said wife, Mary Ann Farley, as the Executrix of this Will, and request that she be permitted to qualify without bond.

Given under my hand this 1st day of June, 1933.

Burl Farley (Seal).

Probated and ordered to be recorded 7th day of June, 1937.

WILL BOOK 5. Page 56.

I, Frances M. Farrell, knowing the uncertainty of life, do make this my last Will and Testament, hereby revoking all former wills by me heretofore at any time made.

First: It is my will and desire that my debts and funeral expenses shall be paid out of my Estate, and that after payment thereof that such indebtedness or lien ~~that~~ as may be over my house and lot in Guyandotte, which I hereafter bequeath to Grace Farrell be next paid off, to the end that the bequest of such house and lot and personal estate, which I hereafter bequeath my said ~~son~~ daughter Gracie, be held by her free from all debt and incumbrances.

Second: I now bequeath and devise to my said daughter Gracie Farrell my house and lot in the Town of Guyandotte, situate on the west side of Guyan Street, and being the same property and lot purchased of one L.P. Le Tulle, to be held by her, free from every incumbrance, And I do further bequeath to my said daughter all my household goods of every description, which she shall also hold free from any lien or incumbrance thereon.

Third: The balance of my real and personal estate, wherever the same may be situate, I give and bequeath to Lawrence H. Ferrell, Mary C. Church, J.D.Ferrell, and Gracie Farrell, to be equally held and divided between them, subject, first however, to the payment of all my just debts and to the payment of any lien that may be over the real estate heretofore conveyed to my said daughter, Gracie. And I do hereby constitute and appoint as the Executor of this, my last will F. F. McCullough and desire that no bond as such Executor be required of him. Given under my hand and seal this the 4th day of June, 1902.

Francis M. Farrell (Seal)

Admitted to probate 4th day of June, 1902.

WILL BOOK 6. Page 88.

Cox's Landing, West Virginia. Know All Men by these Presents: that I, Joseph Eggers, do this the 3rd day of March, 1914, make my last Will and Testament as follows, to-wit: I give to Mrs. J.H.Gothard all of my personal property found on these premises at my death.

His
Joseph X Eggers
Mark.

Probated and ordered recorded 7th day of April, 1914.

WILL BOOK 5. Page 86.

I, Elizabeth Eggers, of Cox's Landing, Cabell County, West Virginia, make this, my last Will. I give, devise and bequeath my estate and property, real and personal, as follows.

First, I give, devise and bequeath my estate and property, real and personal, at my death or at my husband's death, Joseph Eggers. Should I die first I wish him to have the benefit of my property while he lives.

Second: I give, devise and bequeath my estate at our death to be equally divided among the following named persons: To Charles A. Eggers, Step Grandson; Edward Eggers, Step Grandson Inez M. Eggers, Step grand daughter, Joseph C. Eggers, step grand son and Unice Eggers, grand daughter, and Vernie Vivian Adams, Lizzie Garnet Adams, and Olive Jane Adams.

To Vernie Vivian Adams I give, and bequeath at our death, providing she lives with us till our death, the household goods more than the other heirs receive. In Witness whereof I have seized and sealed and published and declared this instrument as my Will at Cox's Landing this 27th day of August, 1900.

Elizabeth Eggers (Seal)

Probated, ordered to be recorded 7th April, 1914.

I, William C. Dusenberry, of the City of Huntington, Cabell County, State of West Virginia, and now residing at #240 Main Street, in that part of the city formerly known as the Town of Guyandotte, being of sound and disposing mind, memory and discretion, having in mind the uncertainty of this life, and being desirous of leaving my earthly affairs in order, do now and hereby make sign, seal, publish and declare this my last Will and Testament, hereby revoking any and all former wills by me at any time made.

ITEM I. I direct that all my just debts be paid as soon as possible after my decease.

ITEM II. To my beloved wife, Minnie L. Dusenberry I give and bequeath my home property at No. 240 Main Street, it being Lots Numbers One (1) and Two (2) of the Russell Addition to the Town of Guyandotte (now Huntington, the same to be hers for and during her natural life; and at her death the said property to go to and vest in my son, Marion C. Dusenberry, the same to be held in trust for him for five years by my Executors hereinafter named, upon the trust hereinafter set forth, and at the end of said five year period to be his, absolutely. Said Marion C. Dusenberry is to have the use and possession of said property from the date of the death of said Minnie L. Dusenberry, to enjoy the rents, issues and profits thereof and to pay the taxes and insurance premium thereon, and in the event during the said five year period he shall desire to sell, exchange, or transfer the same, he may do so, but ~~xxxxxx~~ subject to the advice and consent of the Twentieth Street Bank, hereinafter named, which shall signify its consent thereto by joining in the Deed conveying the said property.

ITEM III. To my said wife, Minnie L. Dusenberry, I also bequeath and give the property and premises known as 604--12th Avenue, it being the South-easterly part, 30 X 110 feet, of Lot

directions hereinabove contained. And full and ample power and authority and power is hereby vested in said, The Twentieth Street Bank, as such Trustee, to carry out my directions aforesaid.

In Witness whereof, I have hereunto set my hand and seal at Huntington, West Virginia, this 3rd day of April, in the year of our Lord, 1931.

William C. Dusenberry (Seal).

We, W. K. Cowden and W.K.Cowden,Jr. do hereby certify that the foregoing Last Will and Testament of William C. Dusenberry, was duly signed, sealed, published, declared, and acknowledged this the 3rd day of April, in the year 1931, by the said William C. Dusenberry, as and for his last Will and Testament, in our presence who in his presence and in the presence of each other, and at his request, do hereunto subscribe our names as attesting witnesses thereto.

W.K.Cowden,

W.K.Cowden,Jr

Probated and ordered to be recorded

30th day of January, 1935.

In the name of God, I, John Gebhardt, Sr. of Union Dist. County of Cabell, and State of West Virginia, being in good bodily health and of sound and disposing mind, and memory, calling to mind the frailty and uncertainty of human life, and being desirous of settling my worldly affairs and directing how the estate with which it has pleased God to bless me, shall be disposed of after my decease while I have strength and capacity so to do, do make and publish this, my last Will and Testament, hereby revoking all other last wills and testaments by me heretofore made. And first, I commend my immortal being to Him who gave it, and my body to the earth, to be buried as my Executor hereinafter named, shall direct, and as to my worldly estate and all the property, real, personal, or mixed of which I shall die seized and possessed, or to which I shall be entitled at the time of my decease. I devise, bequeath and dispose, therefore, in the manner and form following, to-wit: My will is that all my just debts and funeral charges shall be by my Executor hereinafter named be paid out of my personal estate as soon after my decease as shall by him, found convenient. First, I give, devise and bequeath to my beloved wife, Elizabeth Gebhardt, all my household goods, furniture, &c. Also one third 1/3d of all the monies (excepting, however, the two U.S.Bonds, of which I shall die, seized and possessed of, to have and to hold the same to her for and during her natural life; and at her death the said household goods and monies shall be divided equally between my son, William Gebhardt and my daughter, Mary A. Gebhardt, to be for their sole use and benefit.

Second: I give, devise and bequeath to my son, William Gebhardt my farm on which I now reside, situate in Union Dist. Xacell County, West Virginia, containing fifty acres, be the same more or less, to have and to hold to him, the said William Gebhardt, his heirs and assigns from and after the decease of my said wife to his use and behoof forever, provided, however, that he, the said William Gebhardt shall and does at all times, and up to the death and burial of my said wife, Elizabeth Gebhardt, keep and maintain, clothe and furnish food, &c. for her, and to have her, at her death decently buried, and further, provided that she, the said Elizabeth Gebhardt shall, at all times, and up to her death, have control of the house in which I now reside to her death, and with the provision further, that my daughter, Mary A. Gebhardt, shall at all times and up to her marriage dwell with them, the said Elizabeth and William Gebhardt, and I further give, devise and bequeath unto my son, William Gebhardt, my two horses named Charlie and Pete, with their harness and equipments, also my 2 wagons and all my farming utensils, saddle my interest in a threshing machine, my rifle and shot gun.

I give, devise and bequeath to my daughter, Mary A. Gebhardt two U. S. Bonds of one hundred dollars each, and one cow. I give, devise and bequeath to my son, John E. Gebhardt, ten dollars in money to be paid to him by my executor hereinafter named as soon after my decease as practicable.

And all the rest and residue of my estate, real, personal, or mixed, of which I shall die seized and possessed or to which I shall ~~be~~ ~~die seized and possessed,~~ or to which I shall be entitled at the time of my death I give, devise and bequeath, to be equally divided between my wife, Elizabeth and my son William, and my daughter Mary, and at the death of my wife Elizabeth, her said share shall be divided equally between my son William and my daughter Mary.

And, lastly, I do nominate and appoint Jacob A. Schultz, of Union Divtrict, Cabell Co., W. Va. to be the Executor of this, my last Will and Testament.

In testimony whereof, I, the said John Gebhardt, Sr. have to this, my last will and testament; contained on this one sheet of paper, subscribed my name and affixed my seal this the 24th day of December, A.D. 1883.

His
John Gebhardt Sr. (Seal)
Mark.

Recorded 27th April, 1885.

WILL BOOK 2. Page 304.

In the name of God, Amen:

I, William Conklin Dusenberry, of the County of Cabell and the State of Virginia, being weak and feeble in body, but of sound mind and disposing memory, do hereby make, ordain, and publish this, my last Will and Testament in form following, that is to say.

ITEM 1st: After the payment of my just debts and funeral expenses it is my will and desire that the residue of my personal estate be delivred to my beloved wife, Susan Dusenberry, for her sole use, benefit, and behoof, without restriction, or limitation, whatever, and occupy my dwelling house and appendages without rent.

ITEM 2nd: I am satisfied with the distribution the law makes of my real estate, with this addition thereto. It is my will and desire that the one-third part of all my real estate shall be the absolute property of my said wife, the fee simple to be vested in her as fully as it now is in me, to be disposed of by her in such manner as she may desire. And this further addition: I hereby empower my Executrix and Executors hereinafter named as any

time before my sons Robert and ^{Samuel} Daniel, or either of them, arrive at the age of 21 years, to sell any portion, or or all of my Real Estate and execute and deliver, either in their own names or that of said Robert and Samuel, a deed, or deeds for such estate to the purchaser; but such sale is not mandatory, but at the discretion of my Executors.

3RD: I request that in case of any of my sons requiring the appointment of a Guardian that my wife Susan be appointed or chosen such Guardian, as the case may be.

4TH: If my Executors, under this will, shall make sale of my real estate then it is my will that the monies arising from such sale be distributed in pro rata shares that my wife and four sons will hold under this Will. And if such sale shall take place before my sons Robert and Samuel, or either of them shall arrive at lawful age, that my Executors shall invest such infant, or infant's shares in Bonds secured by mortgage or trust deed and the annual interest of such investment expended in the education and support of such infant, or infants, and the principal money paid over to them at the age of 21 years.

5TH: I hereby constitute and appoint my beloved wife, Susan, and my sons William F. and Charles O. Dusenberry Executrix and Executors of this, my last Will and Testament, hereby revoking all former wills by me heretofore made. Witness my hand and seal this Nineteenth day of December, 1857.

Wm. Dusenberry (Seal).

Guyandotte, West Virginia, January 10, 1905. Know All Men by these Presents, That I, Oscar W. Mather, of Guyandotte, State of West Virginia, County of Cabell, considering the uncertainty of this life and being of sound mind and memory, do make, declare and publish this, my last Will and Testament. I hereby give and bequeath to my beloved wife, Augusta G. Mather, all my real estate and personal property of which I shall die seized and possessed or to which I shall be entitled at my death, to have and to hold, the same during her life; and at her death I hereby nominate and appoint Timothy S. Scanlon and my son, Sumner C. Mather to be the Executors of this, my last Will and Testament. At the death of the said Augusta G. Mather, my Executors aforesaid shall divide equally my estate, as follows, viz: To my daughter, Lelia A. Green, my daughter, Rochylena A. Hatfield, my son, Valcoln W. Mather, my son George H. Mather, and my son, Sidney R. Mather, between each of the foregoing an equal share .

Witness my hand and seal this 3rd day of January, 1905.

His
 Oscar W. X Mather (Seal).
 Mark

Probated, ordered recorded 10th day of January, 1905.

WILL BOOK 7. Page 7.

This being my last will and testament made alone by me
Jan. 8, 18⁹19.

First, That all my personal property and real estate be held in trust by Maurice A. Melrose, my son as Trustee, without bond, the proceeds of which is to be used for the support of Sarah J. Melrose, my wife, during her natural life. After her death the residue of my estate to be equally divided among my heirs.

Second, That said Trustee take an itemized estimate statement of said estate, and to be able to show anyone of the heirs when desired, how the affairs of said estate stands, as you, as Trustee are responsible to the heirs only for said estate.

Third, Owing to the physical condition now of Robert A. Melrose, my son, use a part of said estate to help to help in his affection if really needed. (Children, attend strictly to your own business in this life--it pays to do so in all ways; do not meddle with other's affairs; that has caused much trouble) I feel and believe that I am, at this date, clothed in my right mine and am rational.

Witness my hand and seal.

A.H.Melrose (Seal) Huntington, W. Va.

Probated March 20, 1919.

Recorded 1919.

WILL BOOK 8. Page 197.

I, Frederick Miller, of Guyandotte, Huntington, Cabell County, West Virginia, being of sound mind and disposing memory, realizing the certainty of death and the uncertainty of life, do make and constitute this as and for my last Will and Testament.

At my death I desire that all of my Estate, shall go to my nephew, Henry Dallas Miller, who is a cripple and who now lives with me, at my home in Guyandotte, West Virginia.

IN WITNESS WHEREOF, I, the said Frederick Miller, have signed and sealed this as and for my Last Will and Testament this March 12, 1925.

His
Frederick X. X Miller
Mark.

Probated and ordered recorded 4th day of February, 1926.

WILL BOOK 8. Page 283.

I, Cassius Merritt, of Barboursville, Cabell County, West Virginia, being of sound mind and disposing memory, do hereby make, publish and declare this to be my last Will and Testament, as follows:

Item 1. It is my desire that all my just debts and ~~for~~ funeral expenses be paid by my Executrix hereinafter named, as soon as possible after my decease.

Item 2. I will and bequeath all of my real estate, personal, or mixed property, whersoever situate, owned by me at the time of my death, to my beloved wife, Ellen Merritt, to be hers absolutely.

Item 3. I nominate my said wife, Ellen Merritt, to be the Executrix of this, my last Will and Testament, and request that no bond be required of her as such Executrix.

In Witness Whereof, I have hereunto set my hand and seal to this, my last Will and Testament, written on one piece of paper this 9th day of July, 1926.

Cassius Merritt (Seal).

Signed, sealed, published and declared by the said Testator, to be his last Will and Testament, in the presence of us who, I in his presence and at his request, and in the presence of each other, have hereunto subscribed our names as Witnesses.

John G. Allmond,

D. S. Bowden.

Recorded 28th August, 1926.

WILL BOOK 8. Page 286.

In the name of God, Amen.

I, Mary E. Marcum, (widow of W.W. Marcum, deceased, being of sound mind and disposing memory, realizing the uncertainty of life and the certainty of death, do make and constitute this as, and for my last Will and Testament.

At my death I desire that my daughter, Herma Marcum, (now Herma Marcum Bryner), having remained with me all her life, and has, since I became a widow, tenderly cared for me during all my illness, and has devoted a large part of her earnings as a Teacher in the Public Schools, toward my maintenance and support and is still contributing to my support, and believing that it is just that I should leave to her my property at my death, to remunerate her as far as it will, I therefore give, devise and bequeath to my said daughter, Herma Marcum Bryner, all the property, both real and personal, of every kind whatsoever, of which I may die, seized and possessed.

IN WITNESS WHEREOF, I, the said Mary E. Marcum, (widow) have signed and sealed this as, and for my last Will and Testament this the 13th day of December, 1922.

Mary E. Marcum (Seal).

Probated and ordered recorded Sept. 7th, 1926.

DEED BOOK 8. Page 226.

I, Wm. C. Mallory, of Barboursville, Cabell County, West Virginia, do make, publish and declare this my last Will and Testament in the manner following, that is to say.

(1) It is my will that all my debts be fully paid if there be any at the time of my death, and that my funeral expenses be paid.

(2) I will and bequeath to my single children, namely:

Myrtle B. Mallory, Madge C. Mallory, Haller O. Mallory, Eddie B. Mallory, and Newman H. Mallory, to have and to hold the present home so long as live, and property not to be divided until death of single ones and to sell the same if all are willing to do so, and that my wife, Emma E. Mallory, may have and hold an exclusive right to hold the present home and property, both personal and real during her natural life.

(3) I will and bequeath to Ola M. McDonie the sum of One Dollar, Essie M. Perry the sum of One Dollar, and the heirs of W.M. Mallory, deceased, the sum of One Dollar.

(4) I further direct that when my children, as named in this instrument, are dead, if there be any property left after all expenses are paid, it shall be divided equally among the heirs.

Lastly, I hereby request that my wife, Emma E. Mallory and my son, Newman H. Mallory by the Executrix and Executor of this, my last Will and Testament.

In witness whereof I have hereunto set my hand and seal this, the 15th day of January, 1926.

His
Wm. C. X Mallory (Seal).
Mark.

The foregoing instrument, consisting of one page, not including this was at the date hereof, by the said Wm. C. Mallory, signed, and sealed

and published, as, and declared to be, his last Will and Testament, in the presence of us, who, at his request and in his presence and in the presence of each other, have subscribed our names as Witnesses thereto.

J. W. Cummons,
Walter Black.

Recorded 25th day of March, 1926.

WILL BOOK 9. Page 168.

In the name of God, Amen: I, Mathew Miser, being in sound mind and memory, but knowing the uncertainty of human life, do now make and publish this, my last Will and Testament, that is to say:

I hereby bequeath all my property, both real and personal to my wife, Emma Miser, during her lifetime, then to my son, J. Allen Miser.

Mat Miser (Seal).

Signed, sealed, published and declared by the said Mathew Miser, the Testator, as and for his last Will and Testament; and we, at his request and in his presence, and in the presence of each other, have hereto subscribed our names as Witnesses thereto this 3rd day of Octo., A.D. 1921.

Ira C. Roe,

C. A. Staats.

Probated, ordered recorded 1st day of May, 1929.

WILL BOOK 5. Page 165.

I, Jo E. McCormick of the City of Huntington, West Virginia, being of sound mind and disposing memory, do make and publish this my last will and testament, hereby revoking all former wills by me at any time heretofore made.

First: I direct that my Executor hereinafter named, shall as soon after my death as possible, sell and dispose of all my property, real and personal, either for cash or on credit, as he shall deem best, and out of the proceeds thereof pay all my just debts, and the rest and residue arising from the sale of my said property he shall dispose of as follows:

One-half thereof to be paid to my daughter, Ella Clark, wife of W.R.Clark, to be held and enjoyed by her, absolutely.

As to the remainder of the proceeds arising from the sale of said property, I direct that my executor shall pay to my adopted daughter, Obbie Bostic the sum of fifty dollars per year during her natural life or until she marries, and direct him to invest the balance thereof in good securities and pay the income derived therefrom to said Obbie Bostic each year during her natural life or until she marries so long as any sum remains in his hands, provided, however, if the said Obbie Bostic should marry during the life of my daughter, Ella Clark, then I direct that my executor hereinafter named shall pay over to her, the said Obbie Bostic, the said funds remaining in his hand being the undivided one-half of the proceeds of my property.

It being my intention, and I so direct that in the event of my said adopted daughter Obbie Bostic should marry during the lifetime of my daughter, Ella Clark, then she shall have her share of my estate paid over to her, to be enjoyed by her, absolutely.

And I here direct that in the event my said adopted daughter, Obbie Bostic, should die unmarried during the life time of my daughter, Ella Clark, then such sum as shall remain in the hands of my executor, as aforesaid, shall be paid over to my daughter, Ella Clark.

I do nominate and appoint R.L.Hutchinson to be the Executor of this, my last Will and Testament, and authorize and empower him to sell and dispose of all my real estate and personal property as effectually as I, myself, could do, and authorize ~~xxxxx~~ and empower him to make, execute, and deliver to the purchaser or purchasers thereof, apt and proper deeds therefor.

Given under my hand and seal this 7th day of January, 1907.

Jo E. McCormick (Seal).

Recorded 22nd day of May, 1908.

I, Jennie W. Merritt, being of sound mind and disposing memory, do make this, my last Will and Testament. Subject to the payment of my just debts and funeral expenses, I devise and bequeath to my husband, Cassius Merritt, all the personal property and real estate of which I may die seized, or may be entitled to wherever the same may be situate; and in making this devise, I have especially in mind my interest in the house, where me and my said husband now live, and my interest in a certain tract and parcel of land situate, in Teay's Valley, in Cabell County, West Virginia, which was conveyed, to my mother and father, by George Hilgore, my grandfather. I do appoint said husband, the executor of this, my will and request that no bond be required of him as such executor.

Given under my hand this the 24th day of February, 1904.

Jennie W. Merritt.

Probated. Ordered recorded 20th day of May, 1907.

LAST WILL AND TESTAMENT OF HENRY MORRISON, DEC'D.

I, Henry Morrison, of Cabell County, West Virginia, being of sound mind and disposing memory, and, at this time, in reasonably good health, do hereby make, declare and publish this to be my last will and testament, revoking all other wills and codicils by any time heretofore made, declared, and published.

First: I desire that at my death my body shall be decently buried, in a manner, corresponding to my financial standing, at the time.

Second: I desire that my Executor hereinafter named, due out of any money and personal estate coming into his hands, as such Executor, pay all of my just debts and funeral expenses.

Third: I give and bequeath unto my son, Irvin Morrison, the farm on Merritt's Creek, known as the E.L. Baylous farm. I also give to my said son, Irvin Morrison, my farm known as the home farm, together with all the land I own on the waters of Heath's Creek. My said son, Irvin Morrison, to have and to hold said farm and lands herein described in fee simple.

Fourth: I give and bequeath unto Violet Morrison, and Ruby Morrison, daughters, of my son, Thomas Morrison, now deceased five hundred dollars (\$500.00), each to be paid to them, respectively, by my Executor hereinafter to be named when they become twenty-one years of age.

Fifth: I give and bequeath unto my daughter, Lucy Bunn, wife of D. Bunn, and unto my daughter, Lillian Keyser, wife of Thaddeus Keyser, five hundred dollars (\$500.00) each, to be paid to them by my executor hereinafter to be named, out of any money or personal property coming into his hands as such Executor.

Sixth: I give and bequeath to Alma Morrison, widow of my son

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Thomas Morrison, now deceased, and to my grand daughter, Ruth Morrison, daughter of my son, Thomas Morrison, now deceased, the sum of One Hundred Dollars (\$100.00), to be paid to each of them out of the money and personal property that may become into their hands of my executor hereinafter to be named.

Seventh: I give and bequeath unto my beloved wife, Lucinda Morrison, now deceased, and to Harry L. Morrison, Basil G. Morrison, Wilbur L. Morrison, Leste P. Morrison, and Lucile H. Morrison, children and heirs-at-law of my son William G. Morrison, now deceased, the sum of ten dollars (\$10.00) each to be paid to them by my Executor named, out of any money or personal property, coming into his hands as such Executor. Having heretofore, in settlement of two certain suits lately pending in the Circuit Court of Cabell County, West Virginia, wherein Homer Melrose, as Administrator of the Estate of my son, William G. Morrison, deceased, was the plaintiff and myself and others were defendants, paid to the said Homer Melrose, as guardian for the infant children and heirs-at-law of my son, William G. Morrison, now deceased, the sum of Six Thousand (56,000.00) Dollars in cash for their use and benefit, and having made advancements since the death of my son, William G. Morrison, and said other expenses on account of his said estate, amounting to about One Thousand Dollars (\$1,000.00) and believing said sums so heretofore by me paid to be more than fair share of my estate, to be shared and participated in by the widow and children, heirs-at-law of my son, William G. Morrison, deceased, it is therefore my will and desire that the said Katie Morrison, widow of my son, William G. Morrison, now deceased, and the said Harry L. Morrison, Basil G. Morrison, Wilbur L. Morrison, Leste P. Morrison, and Lucile H. Morrison, children and heirs-at-law of my son, William G. Morrison, now

deceased, shall not share and participate in any of my estate, either real, personal or mixed, except as hereinbefore provided, and they, and each of them are hereby excluded from participating in, or sharing any further part of my estate, either real, personal or mixed.

Ninth: My son Charles Morrison is now indebted to me in the sum of about twelve hundred dollars (\$1200.00) should he, before my death, pay said sum of Twelve Hundred dollars (\$1200.00) then it is my will and desire, ~~xxxx~~ and I hereby give and bequeath all the rest of my estate, either real, personal, or mixed, of every kind and character, and wherever the same may be situated, unto my three sons, James A. Morrison, Charles Morrison, and Irvin Morrison, to be shared by them equally; but should the said Charles Morrison fail to pay to me the said sum of twelve hundred dollars (\$1200.00) that he now owes, me before my death, then I require that he shall pay said sum of twelve hundred dollars (\$1200.00) unto my Executor, to be by me hereinafter named, and when said sum shall be so paid by ^{said} him to my Executor, to be hereinafter named, and when said sum shall be so paid by him to my said Executor, to be hereinafter named, then he is to share equally with my sons, James A. Morrison and Irvin Morrison as by this clause hereinafter provided.

Tenth: I hereby nominate and appoint my son, James A. Morrison, as executor of this, my last will and testament.

In Witness whereof I hereunto set my hand and seal this 31st day of January, 1927.

His
Henry X Morrison (Seal)
Mark

Recorded 20th day of July, 1921.

DEED B66K 1. Page 145.

Know all men by these presents, That we, Jesse Spurlock, Jeremiah Ward, Thomas Ward and Edmund Morris are held and firmly bound unto George W. Smith, Lieutenant Governor of the Comth. of Virginia, now exercising the functions of Governor I his successors in the office of Governor in the just and full sum of \$5000.00 To which payment well and truly to be made we bind ourselves, our heirs jointly and severally firmly by these presents, sealed with our seals and dated this 28th day of May, 1811.

The condition of the above obligation is such that, whereas the above bound Jesse Spurlock is constituted and appointed Sheriff of the County of Cabell, by a Commission from George W. Smith, Lieutenant Governor, as aforesaid, under the seal of the Commonwealth, dated the 26th day of March, 1811, last past and in the 35th year of the Comth. If, therefore, the said Jesse Spurlock shall well and truly collect all levies, and account for and pay the same in such manner as is by law directed, and also all fines forfeitures, and amercements accruing, or becoming due to the Comth. in the said County and shall duly account for and pay the same, to the Treasurer of this Comth for the time being for the use of the Comth in like manner as is or shall be directed in case of public taxes, and shall in all other things, truly and faithfully execute the said office of Sheriff during his continuance therein then the above obligation is to be void. Otherwise to remain in full force and virtue.

Jesse Spurlock (Seal)
 Jeremiah Ward (Seal)
 Thos. Ward (Seal)
 Edmd. Morris (Seal).

This Deed of quit claim drawn and entered into this 12th day of March, 1839 between Andrew Barrett, and Dicy, his wife, of the first part, and James Ballard, of the second part, all of the County of Cabell and the State of Virginia. Witnesseth, That the said Andrew Barrett, and , in consideration of the sum of One Dollar, of lawful of Virginia, to them in hand paid by the said Ballard, the receipt whereof is hereby acknowledged hath this day relinquished and forever quit claimed, and by these presents dothrelinquish and forever quit claim and convey all their right, title, ad and interest on and to a certain tract or parcel of land, situate in the County of Cabell on the straight fork of Mud River, and bounded as follows, to-wit:

Beginning on two small white oaks and a beech on the side of a hill about 12 poles N. W. of a buckeye, upper corner of a survey made for Edward Barrett, of 235 acres and running thence S 56 degrees East 14/10, making in all 42 poles to a sugar tree and hickory on a hill side North 41 degrees, E. 60 poles to two sugar trees S 7 degrees E. 66 poles to a large bunch of Lynns S. 47 degrees, east 44 poles to a small to a small ironwood N. 64 degrees East crossing the right hand fork at 8 poles in all 54 poles to two white oaks North 7 degrees east, crossing the left hand fork at 180 poles in all 194/10 to a small sugar tree and beech at the foot of the hill S. 63 W. 128 poles to a beech and ash by a small drain S. 66 W. 54 poles to a sugar tree and beech by a creek, and thence S. 31 W. 67 poles to the Beginning, Containing one hundred acres; and the said Andrew Barrett and Dicy, his wife covenants and agrees for themselves, their heirs, &c. that they will forever quit claim and relinquish unto the said James Ballard, his heirs and assigns, all their right, title and interest in and to the above tract or parcel of land, free from the

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claim or claims of all and every person, or persons under, by or through them the said Andrew Barrett and Dicy, his wife, but none other should said land be lost nor for any part of the purchase money in that event.

In Testimony whereof, the said Andrew Barrett and Dicy, his wife have hereunto set their hands and seals this day and year first above written.

Andrew Barrett (Seal)

Dicy Barrett (Seal).

Seball County, to-wit:

We, Elisha McComas and Geo. McComas Justices of the Peace for said County, do hereby certify that Andw. Barrett, a party to the within deed bearing date 12th day of March, 1839, personally appeared before us in our County aforesaid and acknowledged the same to be his act and deed and desired us to certify the said acknowledgement to the Clerk of the County Court aforesaid in order that the said deed may be recorded.

Given under our hands and seals this 10th day of November, 1839.

Elisha McComas (Seal)

George McComas (Seal).

Wayne County History Notes

The following account of the captivity of Mrs. Jenny Wiley, perhaps the most thrilling narrative of its kind in Big Sandy history, appeared in Hardesty's Historical and Geographical Encyclopedia, published in 1884.

Information for the history was obtained, according to the Encyclopedia, from Judge Archibald Borders, judge of the court of Lawrence County, Ky., a nephew of Jenny Wiley; Dr. G. W. Murray of Louisville, whose stepmother was a sister; Mrs. William C. Crum and Rev. John Jarrell, both of Wayne county.

The maiden name of the captive was Jenny Sellards. She married Thomas Wiley, a native of Ireland, who had emigrated and settled on Walkers Creek in Wythe county (now Tazewell) Virginia, where they were living at the time of the capture. She had a sister living near-by who was married to a gentleman named John Borders, father of Judge Borders before mentioned. There were also several named Harmon residing in the vicinity, several of whom were noted Indian scouts. Thomas Wiley, the husband was absent in the forest digging ginseng at the time of the capture. The year was 1790. The destruction of the Wiley family was the result of a mistake on the part of the savages. Some time previously in an engagement with a party of Cherokees one of the Harmons had shot and killed two or three of their number, and now a party of five returned to seek vengeance in the murder of Harmon and his family, but ignorant of the exact location of his cabin, they fell upon that of the Wileys instead.

The day before Mr. Borders mistrusting from various indications that Indians were prowling about the neighborhood, called on Mrs. Wiley and requested her to take her children and go to his house and remain until her husband returned. She was engaged in weaving and told him that as soon as she got the web out of the loom, which would be that evening or early next morning, she would do as requested.

In approaching the house, Mr. Borders found it very difficult to get his horse to pass a patch of hemp, and it was afterwards thought that at the time the Indians were concealed within it.

The delay of the part of Mrs. Wiley was a fatal one. Dark came on, and with it came the attack upon the defenseless family. The Indians rushed into the house, and after tomahawking and scalping a younger brother and three of the children, and taking Mrs. Wiley, her infant, a year and a half old, and Mr. Wiley's hunting dog, started towards the Ohio river.

At the time the Indian trail led down what is now known as Jennies Creek and along it they proceeded until they reached the mouth of that stream then down Tug and Big Sandy rivers to the Ohio.

No sooner had the news of the butchery spread among the inhabitants of the Wilkers Creek settlement than a party among whom were Lazarus Dameron and Mathias Harmon started in pursuit.

They followed for several days but failing to come up with the Indians the pursuit was abandoned. The Indians, expecting that they would be followed, and the infant of Mrs. Wiley proving an incumbrance to their flight, they dashed out its brains against a beech tree a short distance below where Mr. William C. Crum lived, and two miles from Jennies Creek. This tree was standing and well known to the inhabitants of this section during the first quarter of the present century.

When the Indians and their captive reached the Ohio, it was very much swollen, and with a shout of O-high-O they turned down the stream and continued their journey to the mouth of Little Sandy. Up that stream they went to the mouth of Dry Fork, and up the same to its head, when they crossed the dividing ridge and proceeded down what is now called Cherokee

Fork of Big Blaine creek, to a point within two miles of its mouth, where they took shelter behind a ledge of rocks.

Here they remained for several months, and during that time Mrs. Wiley was delivered of a child. At this time the Indians were very kind to her, but when the child was three weeks old they decided to test it to see whether it would make a brave warrior. Having tied it to a flat piece of wood they slipped it into the water to see if he would cry. He screamed furiously, and they took him by the heels and dashed out his brains against an oak tree.

When they left this encampment they proceeded down to the mouth of the Cherokee creek, then up Big Blaine to the mouth of Hoeds fork. Thence up that stream to its source; from here they crossed over the dividing ridge to the waters of Mud Lick and down the same to its mouth, where they once more formed an encampment.

About this time several settlements were made on the headwaters of the Big Sandy and Indians decided to kill their captive, and accordingly prepared for the execution, but just when the awful hour came, an old Cherokee Chief, who in the meantime had joined the party, proposed to buy her from the others on condition that she would teach his squaws to make cloth like the gown she wore. Thus her life was saved, but she was reduced to the most abject slavery, and was made to carry water, wood and build fires. For some time they bound her when they were out hunting, but as time wore away they relaxed their vigilance and at last permitted her to remain unbound.

On one occasion when all were out from camp they were belated and at night did not return, and Mrs. Wiley now resolved to carry into effect a long cherished object, that of making her escape and returning to her friends. The rain was falling fast and the night was intensely dark, but she glided away from the camp fire and set out on her lonely and

perilous journey. Her dog, the same that had followed the party through all their wanderings, started to follow her, but she drove him back, lest by his barking he might betray her into the hands of her pursuers. She followed the course of Mud Lick creek to its mouth, and then crossing Main Point Creek, journeyed up a stream ever since known as Jenny's Creek, a distance of six or eight miles to its source, thence over a ridge and down a stream now called Little Point creek, which empties into the Louisa fork of the Big Sandy river.

When she reached its mouth it was dawn and on the opposite side of the river a short distance below the mouth of Johns Creek she could hear and see men at work erecting a block house. To them she called, and informed them that she was captive escaping from the Indians and urged them to hasten to her rescue, as she believed the Indians to be close upon her.

The men had no boat, but hastily rolling some logs into the river and lashing them together with grape vines pushed them over the stream and carried her back with them.

As they were ascending the bank the old chief who had claimed Jenny as his property preceded by the dog, appeared upon the opposite bank, and striking his hands upon his breast, exclaimed in broken English: "Honor, Jenny, Honor!" and then disappeared in the forest.

That was the last she ever saw of the old chief or her dog. She remained here a day or two to rest from her fatigue and then with a guide made her way back to her, having been in captivity more than eleven months.

Here she rejoined her husband, who had long supposed her dead, and together, nine years after, in the year 1800 they abandoned their home in the Old Dominion, and found another near the mouth of Toms Creek on

the banks of the Louisa fork of the Big Sandy. Here her husband died in the year 1810, and she survived him 21 years, and died in the year 1831 of paralysis.

The Indians had killed her brother and five of her children but after she returned from captivity five others were born, namely: Hezekiah, Jane, Sally, Adam and William. Hezekiah, married Miss Christine Nelson of Georges creek, Ky.; and settled on Twelve Pole river, where he lived for many years; he died in 1832 when on a visit to Kentucky. Jane married Richard Williamson, who also settled on Twelve Pole. Sally first married Christian Yost of Kentucky, and after his death was married to Samuel Murray. She died March 10, 1871. William reared a family in the valley of Toms creek, Kentucky, and Adam was said to be still living somewhere in that area in the 1880's.

William Marcum, son of Josiah Marcum, married one of her daughters.

A Mr. Borders of Lawrence Co., Ky, bro - to Judge Archibald Borders latter m. — Wiley, sister to Jenny Wiley

Dr. G. W. Murray's father (Dr. Murray of Louisa) m. Sillards sister to Jenny.

THIS INDENTURE, Made this 25th day of October, in the year of our Lord 1822 between William Walton and Peggy, his wife, of the first part and John Everett, Sen'r of the other part, of the County of Jackson and State of Ohio, and the other of the County of Cabell and State of Virginia of the other part, Witnesseth: That the sd William Walton and wife and for and in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, hath granted and sold, and by these presents do Bargain and sell unto the aforesaid John Everett, Sen'r, his heirs and assigns, all the right and title to, and of a certain tract or parcel, of land lying and being in the County of Cabell, on a small branch of Mud River, known by the name of Edmund's Little Creek, it being a part of a survey which was granted by the Commonwealth of Virginia, to John P. Du Vall and after the several transfers became the property of sd Walton, containing all the land in the boundaries hereafter mentioned, be the same more or less, and is bounded as follows, to-wit:

Beginning at a forked Beach standing on the bank of a creek; thence with a marked line up the hill a small distance to an Ash; thence turning along the bench of a hill with a marked line or a strait course with sd line to the sd Milyard's back line thence, turning with said line to Manosh Bostick's corner on sd Little Creek, thence down the creek meandering the same to the Beginning. To have and to hold the said tract or parcel of land with all and singular, hereby impertinences thereunto belonging, or in any wise appertaining thereunto, the said John Everett, Sen'r and the said William Walton and Peggy, his wife for themselves,

there heirs do covannat and agree thotwarrant and defend the wright
and title of the above described land unto the sd. Everett,
his heirs and assigns, &c. against the claim or claims of all
and every person claiming under, by, or through them, the sd
Walton and wife.

In Witness whereof we have hereunto set our hands
& seals this day & year before mentioned.

Jno. Kelly,	Wm. Walton	(Seal)
Solomon McLeay.	Her Margaret X Walton	(Seal)
	Mark.	

Recorded Dec'r 23d, 1822.

THIS INDENTURE, Made and entered into this the twelvth day of July, in the year of our Lord One Thousand, Eight Hundred and Twenty-two between John Everett, Sen'r and Sarah, his wife, of the County of Cabell and Commonwealth of Virginia, of the one part, and Nathan Everett, of the County and State aforesaid of the other part, Witnesseth: That for and in consideration of certain certain services tendered to us , the aforesaid John Everett Sen'r, and Sarah, his wife, the receipt whereof is hereby acknowledged, have given and granted unto the aforesaid Nathan Everett, his heirs and assigns forever, a certain tract, or parcel of land situate, lying, and being in the County aforesaid on a small branch immediately between where the said John Everett and said Nathan Everett now lives, containing one acre, more or less, and is bounded as follows, to-wit: Beginning at an elm, poplar and gum standing near a small branch , then running by a sugar tree up the said branch and binding on said John Everett's line about ten poles to a stake so as to include said Nathan Everett's spring, then, continuing on said John Everett's line up the branch about 24 poles to a white oak, then continuing on said line about twenty poles to a stake at the branch aforesaid, where it intersects the aforesaid Nathan Everett survey where he now lives; then, moving down said ~~line~~ branch and binding thereon with the several meanders thereof the Beginning. To have and to hold the said tract or parcel of land with all and singular, the the appurtenances thereunto belonging unto the said Nathan Everett, his heirs and assigns forever the said John Everett, Sen'r and Sarah, his wife, do warrant and forever defend the right and title of said land premises, free from the claim or claims of themselves, their heirs, Executors, adm'rs ~~and~~ or assigns, and all other person, or persons whatsoever

In Testimony whereof they have hereunto set their hands and seals the day and year first above written.

Jno. Everett, (Seal)

Teste:

Sarah Everett (Seal).

Wm. D. Morris,

James Defoor,

James T. Carroll.

Recorded September 20th, 1822.

DEED BOOK 3. Page 140.

THIS INDENTURE, Made this 17th day of April, 1820,
 between John Everett, and Sarah, his wife, of the County of Cabell
 and State of Virginia, of the one part, and Nathan Everett, of the
 same County and State, of the other part, Witnesseth: That the said
 John Everett, Sen'r, and Sarah, his wife, for and in consideration
 of the sum of Three Hundred and Fifty Dollars, to them in hand paid,
 by the said Nathan Everett, the receipt whereof is hereby acknowledg
 ed, they, the said John Everett, Sen'r and Sarah, his wife, have
 granted, bargained, and sold, and by these presents do grant, bar-
 gain and sell unto the said Nathan Everett, his heirs and assigns
 forever, a certain tract, or parcel of land situate, lying and being
 in the County of Cabell on Mud River, which is bounded as follows,
 to-wit:

Beginning at the mouth of Fudge's Creek and running up said
 creek to the mouth of the first Branch and above the salt Gum, then
 with that branch to the main road, then down the road leading to
 Kentucky to a Beech and Dogwood on James DeFoor's land , then with
 said line and James Carroll's line to Mud River; thence up the river
 to the Beginning, containg sixty acres, more or less, together with
 all and singular, the appurtenances thereunto belonging, or in any
 wise appertaining. To the only proper use and behoof of him, the
 said Nathan Everett, his heirs and assigns forever. And the said
 John Everett, Sen'r and Sarah, his wife, for themselves and their
 heirs do hereby covenant and agree to, and with the said Nathan
 Everett that they will warrant and defend the right and title
 to the aforesaid sixty acres of land unto him, the said Nathan
 Everett & his heirs, free from the claim, or claims of themselves,
 or their heirs and by all other person or persons by these presents.

In Testimony whereof the said John Everett, Sen'r, and Sarah,
his wife, have hereunto set their hands and seals the day and date
above written.

Signed, sealed and deliver- Jno Everett (Seal)
ed in the presence of (Seal).

Recorded April 17th, 1820.

DEED BOOK 3. Page 123.

THIS INDENTURE, Made the twenty-fifth day of February, in the year of our Lord One Thousand, Eight Hundred and Twenty between Levi Morris and Fanny, his wife, of the County of Cabell and the State of Virginia, of the one part; and John Everett, Sen'r of the same County and State, of the other part. WITNESSETH: That the said Levi Morris and Fanny, his wife, in consideration of the sum of one Twelve Hundred and Six Dollars, current money of Virginia, to them in hand paid, by the said John Everett, Jun'r, the receipt whereof is hereby acknowledged, , they, the said Levi Morris and Fanny, his wife have granted, bargained and sold, and by these presents do grant, bargain and sell unto the said John Everett, Sen'r, his heirs and assigns forever a certain tract or parcel of land situate, lying, and being in the said County of Cabell, on Fudge's Creek, containing three hundred acres, more or less, and , and bounded as follows, to-wit:

Beginning at the mouth of Fudge's Creek, thence S. 20 W. 128 poles to a white oak and Two Hickories S 1 W. 60 poles to a Beech S.23 W. 195 poles to a white oak S. 58 E. 120 poles to a Hickory N. 23 E. 310 poles to a sugar tree on the bank of Fudge's Creek; thence down the creek N. 42 W. 212 poles following the Meanders of said Creek to the Beginning, together with all and singular, the appurtenances thereunto belonging, or in any wise appertaining to the only proper use and behoof of him, the said John Everett, Sr. his heirs and assigns forever; and the said Levi Morris and Francis, his wife, for themselves and their heirs do hereby covenant and agree to and with the said John Everett, Sen'r that they will the right and title to the aforesaid tract of land of three hundred ~~and~~ twenty acres, warrant and forever defend free from the claim or claims of

themselves and their heirs, and from all other person, or persons whatsoever by these presents.

In Testimony whereof, the said Levi Morris and Fanny, his wife, have hereunto set their hands and seals this day and date above written.

Levi Morris (Seal)

Signed, sealed, and delivered in the presence of.

Fanny Morris (Seal).

Recorded Feb'y 25th, 1820.

THIS INDENTURE, Made and entered into this the 26th day of January, in the year of our Lord One Thousand, Eight Hundred and Twenty between Philip C. Buffington, and Elizabeth, his wife, of the County of ~~Exxxxx~~ Gallatin and State of Illinois, of the one part, and John Everett, of the County of Cabell and the State of Virginia, of the other part, of the other part,

WITNESSETH: That the said Philip C. Buffington and Elizabeth, his wife, for and in consideration of the sum of Six hundred dollars of lawful of Virginia, to them in hand paid by the said John Everett, the receipt of which is hereby acknowledged, have granted, have g anted, bargained and sold, and by these presents do grant, ba gain sell alien release, convey and confirm unto the said John Everett, Jr. his heirs and assigns forever, a a certain tract or parcel of land lying, situate lying and being in the County of Cabell and State of Virginia on the southwest side of Guyandotte Creek, about one mile above the mouth and bound- ed as followeth, to-wit: Beginning at a stake on the bank of said creek opposite or nearly opposite the the upper corner of the said land the said John Everett purchased purchased of the said Buffington on the east side of said creek; thence S.30 degrees E. 418 poles to a stake o n the bank of said creek; thence up the creek 142 poles to the Beginning including the house and greater part of improvement occupied by Pryor Jerrah the preceding year and containing one hundred and ninety-two acres, be the same more or less, which said tract of land is part of a larger, undivided tract of land containing 3428 acres, and was laid off as above de- scribed by mutual cnsent of a majority of the parties interested.

But it is expressly covenanted and agreed upon by the contracting parties to these presents and fairly and distinctly understood that in case any of the parties interested should should cause a re-division of the of the aforesaid 3428 acres or any alteration or moving of the Lines (?) should take place whereby the aforesaid 192 acres should be laid off elsewhere or moved from the place hereinbefore described that then, and in that case the said John Everett, Sen'r is to have and hold the same wherever it may fall in the aforesaid 3428 acres hereby intending to convey, and the residue of the land the said Philip C. Buffington purchased of his father, Toll Buffington in the said 3428 acres and which he is now entitled to under the said purchase. To have and to hold the aforesaid tract or parcel of land in manner and form as aforesaid unto him, the said John Everett, Jun'r, his heirs and assigns forever, with all and singular, the appurtenances thereunto belonging, or in any wise appertaining thereunto, and the said Philip C. Buffington and Elizabeth, his wife for themselves, their heirs, executors and admrs. the aforesaid tract or parcel of land unto the said John Everett, Jun'r, his heirs and assigns forever, shall, will and do warrant and forever defend by these presents against the claims of all and every other person. In Witness whereof, the said Philip C. Buffington and Elizabeth, his wife, have hereunto set their hands and seals the day and year first above written.

Philip C. Buffington (Seal)
 Elizabeth Buffington (Seal).

Recorded February 2nd, 1820.

This Indenture, drawn and entered into this 26th day of November in the year of Christ One Thousand, Eight Hundred and Eighteen, Between Philip Buffington and Elizabeth, his wife, of the County of Cabell and the State of Virginia of the one part, and John Everette, Jun'r of the aforesaid County and State, of the other part.

Witnesseth; That the said Philip Buffington and Elizabeth his wife, for and in consideration of the sum of Two Thousand Dollars, of lawful money of the United States, to them in hand paid by the said John Everett, Jun'r, the receipt whereof they do hereby acknowledge, have given, granted, bargained and sold, and by these presents do give, grant, bargain and sell alien and confirm unto the said John Everette, Jun'r, his heirs, Executors, Administrators or assigns forever, a certain tract or parcel of land situate in the County and State aforesaid, lying and being on Guyandotte River, near the Town of Guyandotte on which the said Philip C. Buffington now resides, it being all that part of a certain tract or parcel of land lying on the upper side of Guyandotte River, which he purchased ~~from~~ of his father, Joel Buffington, by deed bearing date the 15th day of October, 1813 (except thirty acres of which the said Philip C. Buffington has heretofore sold to Philip C. Buffington, containing one hundred and eighty-five acres, be the same more or less, it being all the residue of the land which the said Philip C. Buffington at present claims on the upper side of Guyandotte River under the aforesaid purchase from his father, Joel Buffington. To have and to hold the aforesaid tract or parcel of land, with its appurtenances unto the said John Everett, Jun'r, his heirs, Executors, administrators or assigns forever; and the said Philip C. Buffington and Elizabeth, his wife, for themselves, their heirs, Executors & ad

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administratorsministrators the aforesaid tract or parcel of land
unto the said John Everett, Jun'r, his heirs, administrators,
Executors or assigns shall and will warrant and forever defend by
these presents. In Testimony whereof the said Philip C. Buffington
and Elizabeth, his wife, hath hereunto set their hands and seals this
day and year first above written in presence of

Philip C/ Buffington (Seal)

Elizabeth Buffington (Seal).

Recorded 8th day of December, 1818.

This Indenture, Made this 6th day of January, in the year of our Lord One Thousand, Eight Hundred and Seventeen Between Joseph Day, of the County of Cabell and State of Virginia, of the first part and John Samuels, of the County and State aforesaid, of the second part and John Everett, Senior, of the County and State aforesaid, of the third part. Witnesseth, That, Whereas, the said Joseph Day is justly indebted to the said John Everett, Sr, which will become due and payable the 25 day of December, in the year of our Lord One thousand, Eight Hundred and Seventeen. Now, this Indenture witnesseth that for and in consideration of the premises aforesaid, and for and in consideration one dolar in hand paid to the said Joseph Day by the said John Samuels, the receipt whereof is hereby acknowledged by the said Joseph Day, he, the said Joseph Day hath granted granted, bargained, sold a liene released and confirmed, and by these presents do grant, bargain, sell a lien release and confirm unto the said John Samuels his heirs, two certain lots in the Town of Barbourville known and designated in a plat of said town by N. 11 & N. 12. Lot No. 11 is bounded as followeth, to-wit:

Beginning at stake standing on an alley; thence S 55 E. 12 poles to a stake; thence N. 35 E. 5 poles to a stake; thence N. 35 W. 12 poles to a stake; thence S. 35 degrees W. 5 poles to the Beginning. Lot No. 12 is bounded as follows, to-wit: Beginning at a stake standing on the Main Street, thence S. 55 E. 12 poles to a stake, thence N. 35 W. 5 poles to a stake, thence N. 55 W. 12 poles to a stake, thence S. 35 degrees W. 5 poles to the Beginning, to have and to hold the said lot with their appurtenances unto him, the said John Samuels, his heirs and assigns forever.

In trust, never-the-less if the said Joseph Day does pay

unto him, the said John Everett, Sr. the said sum of two hundred dollars on or before the 25 day of December, 1817 and shall pay for the writing and recording of this Deed of Trust, then and in that case the said John Samuels covenants to Execute a deed of release unto him, the said Joseph Day, his heirs or assigns, provided the said John Samuels is fully informed of the said Joseph Day's having paid the sum aforesaid unto him, the said John Everett, Sr. his heirs, Executors, or admrs. But if the said Joseph Day shall fail to pay the aforesaid sum of two hundred dollars to him, the said John Everett, Senr. his heirs, Executors. or administrators on or before the said 25 of December, 1817, then upon the request of the said John Samuels, covenants and agrees to and with the said Joseph Day and John Everett, Sen'r that he will advertise the lots herein described for sale to the highest bidder one month at the Coury House door of the said County of Cabell for ready money, and out of the proceeds of such sale pay for the writing and recording of this deed and also pay to the said John Everett, Sen'r the said sum of Two Hundred Dollars and the interest due thereon, if any, if the proceeds of such sale will amount to so much as will be sufficient to pay the same, and the balance return to the said Joseph Day. In witness whereof the parties to these presents have hereunto set their hands and seals ~~xxxx~~ the day and year first in this Deed of Trust mentioned.

Joseph Day (Seal)
 John Samuels (Seal)
 Everett (Seal).

Recorded Tuesday, 28th day of January, 1817.

THIS INDENTURE, Made this 7th day of August in the year of our Lord One Thousand, Eight Hundred and Fifteen, Between Joseph McDougale, and Elizabeth, his wife, of the County of Ross and the State of Ohio, of the one part & Richmond Everett of the County of Cabell & State of Virginia, of the other part. Witnesseth That the said Joseph Joseph McGonigle and Elizabeth, his wife for and in consideration of the sum of one hundred and fifty dollars, current money to them in hand paid by the said Richmond Everett, the receipt whereof is hereby acknowledged, , they, the said Joseph McGonigle and Elizabeth, his wife, have granted, bargained and sold, and by these do grant, bargain and sell unto the said Richmond Everett, his heirs and assigns forever, the following Lots in the Town of Barboursville in the said County of Cabell, to-wit: Lot #31 in the plan of said town, which is bounded as follows, to-wit:

Beginning at a stake on an alley, thence S.55 degrees, 12 poles to a stake; thence S.35 degrees, W 5 poles to a stake, thence N. 55 W. 12 poles to a stake, thence N. 35 W. 5 poles to the Beginning, containing sixty poles; also, another Lot in the plan of said Town known by No.32, which is bounded as follows, to-wit:

Beginning at a stake and adjoining the aforesaid Lot, thence S. 55 E. 12 poles to a stake, thence S. 35 W. 5 poles to a stake; thence E. 55 W 12 poles to a stake, thence E. 35 E. 5 poles to the Beginning. containing sixty poles; also a fraction lot in said town known by N. 38 which is bounded as follows, to-wit: Beginning at a stake in an alley and adjoining the aforesaid Lot No.2, thence S. 35 W 34 feet to a stake, thence N. 55 W 12 poles to a stake N. 35 degrees, E. 34 feet to the Beginning containing twenty-four poles and three fourths of a pole, Together with all and singular, the appurtenances the unto belonging, or in any wise appertain

ing or in any wise appertaining. To have and to hold the aforesaid two lots and a fraction unto him, the said Richmond Everett, his heirs and assigns forever. To the only proper use and behoof of him the said Richmond Everett, his heirs and assigns forever. And the said Joseph McGonigle and Elizabeth, his wife for themselves and their heirs do hereby covenant and agree to and with the Richmond Everette and his heirs that they will warrant and defend the right and title to the aforesaid Lots unto him, the said Richmond Everett, his heirs and assigns forever against the claim or claims of themselves and their heirs and against the claim of all person, or persons whatsoever by these presents. In Testimony whereof the said Joseph McGonigle & Elizabeth, his wife, have hereunto set their hands and seals the day and year above written.

Signed, sealed and delivered
in the presence of

Joseph McGonigle (Seal)
(Seal).

Acknowledged 7th day of September, 1818.

THIS INDENTURE, Made and entered into this thirteenth day of January, in the year of our Lord one thousand, eight hundred and fifteen, Between Patton Walker and Patsey, his wife, of the one part and John Everett, JR. of the other part, both parties being of the County of Cabell and State of Virginia, Witnesseth: That for and in consideration of the sum of five hundred dollars, good and lawful money of the State of Virginia, to the said Patton in hand paid, the receipt whereof is hereby acknowledged by him, the said Patton Walker, the said Patton Walker, his wife have bargained, sold and by these presents doth bargain, sell and convey unto the said John Everett, Jr. and his heirs forever a certain tract or parcel of land situate in the d in Cabell County and State of Virginia, and on Mud River, containing by survey one hundred acres bounded as followeth, to-wit Beginning ~~on~~ a hickory and crooked ash standing on ~~the~~ the bank of Mud River on the north side of said River, at the mouth of Little Cabell Creek, and running down the river by its meanders S. 45 W. 120 poles to white oak on a hickory standing on the river bank at the upper end of the first narrows; thence leaving the river N. 34 W. 135 poles to a pine and two small hickorys on the point of a ridge N. 74 E. 125 poles to a small hickory; thence S. 34 E. to the Beginning, making one hundred acres, it being part of a larger tract granted by the Government of Virginia to John Perce Duvall, and after several conveyances was conveyed to a certain John Morris, and by him conveyed to Patton Walker now the said Patton Walker and Patsey, his wife, for themselves, their heirs, &c. doth covenant and agree with him, the said John Everett, Jr. to warrant and forever defend the title of the aforesaid tract of land free from the claim, or claims

of themselves, their heirs, &c. and all other persons whatsoever, together with all an singularly, the appurtenances thereto belonging. In Witness whereof the said Patton Walker and Patsey, his wife, have hereunto set their hands and seals the day and year above ritten.

Patton Walker (Seal)

Patsey Walker (Seal)

Sined, sealed and delivered

in the presents of

Allen Rice,

Nathan Everett,

John Everett.

Acknowledged 7th day of February, 1815.

This Indente, made this 24th day of April in the year of our Lord, 1812, between Ezekial Smith, of Cabell County and State of Virginia, of the one part and Hennery Farley of said County, of the other part, Witnesseth, That the said Smith, for and in consideration of the som of two hundred dollars, current money of Virginia, to him in hand paid, the receipt is hereby acknowledged, he, the said Smith hath granted, bargained and sold, and by these presents doth sell to the said Hennery Farley his heirs and assigns, a part of tract of land surveyed for William Ward, containing 500 acres No.7, deeded to the said Ezekial Smith by Robert Renniz, attorney for said Ward, , Begining at the bank of the Rivour, on the west side of the lower end of sais survey, and running with the line of the same to a cor. 3d Hickory S. 65 E. 210 to a Black oake, N.82 E. 186 to an Ash and sycamore, and Thense a runing a state line towards the upper corner of a part claimed by Peter Dingess of said survey til it strikes the Rivaur and down the Rivaur, with its different meanders to the beginning. To have and to hold the said tract or parcel of land with its appurtenances unto the said Henery Farley his heirs and assigns forever, and the said Smith for himself doth defend it from himself and his heirs In witnesswhereof I have hereunto set my hand and fixed my seal.

Ezekial Smith,

James Beis.

Recorded Tuesday, the 28th day of April, 1812.

DEED BOOK 2. Page 64.

THIS INDENTURE, Made this 5th day of September in the year of our Lord, One Thousand, Eight Hundred and Fifteen, between Edmund Morris, Elisha McComas, Thomas Hatfield and Edmund McGinnis Trustees of the Town of Barboursville, of the one part, and John Everett, Senior, of the County of Cabell and Commonwealth of Virginia, of the other part.

WITNESSETH: That, whereas, the said John Everett has become the purchaser of Lot No.24, in the said Town of Barboursville, for the sum of fifteen dollars, which lot is bounded as follows, to-wit: Beginning at a stake on an alley, thence S. 33 degrees E. 12 poles to a stake standing on one of the outlines of said Town, thence N. 35 degrees, E. 5 poles to a stake on a cross alley; thence N. 55 degrees W. 12 poles to a stake; thence S. 35 degrees W. 5 poles to the Beginning, containing sixty poles. Also another Lot in said town No.12 for the sum of twenty-six dollars, which lot is bounded as follows, to-wit: Beginning at a stake standing on the main street; thence S. 55 degrees E. 12 poles to a stake; thence N. 35 degrees W. 5 poles to the Beginning, containing sixty poles. Also another lot in said, the town No. 11 for the sum of ten dollars. Beginning at a stake standing on an alley, thence S. 55 E. 12 poles to a stake, thence S. 35 degrees, W. 5 poles to the Beginning, containing sixty poles. Now, in consideration of the purchase aforesaid the said Trustees hereby convey the lots aforesaid unto the said John Everett, his heirs, Executors, administrators, or assigns forever according to the true intent and meaning of assembly in establishing the Town aforesaid. In Witness whereof, the said Trustees have hereunto set their hands and seals the day and year above written.

Elisha McComas (Seal)
Thos. Hatfield (Seal)
Edmund McGinnis (Seal)

The two last above lots is 5 X 12.

Recorded September term, 1815.

DEED BOOK 7. Page 308.

THIS INDENTURE, Made this 3rd day of March, in the year of ~~Christ~~ One Thousand, Eight Hundred and Twenty-one Between William McComas and Milby, his wife, of the one part and Richmond C. Everette, of the other part, Witnesseth, That the said William McComas, Milly his wife for and in consideration of the sum of five hundred dollars, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, and confirmed and by these presents doth grant, bargain, sell release and confirm to the said Richmond E. Everette, his heirs and assigns forever, all that certain lot or parcel of land lying and being in the County of Carroll, situate in the Town of Barboursville and designated on the general plat of said town by Number twenty-six, and containing sixty poles, to have and to hold the above described lot or parcel of land with the appurtenances to the Richmond E. Everette, his heirs and assigns forever, and the said William McComas and Milly, his wife, for themselves, their heirs and assigns doth hereby covenant to and with the said Richmond C. Everett, his heirs and assigns that they, the said William McComas and Milly, his wife the above lot or parcel of land with the appurtenances, to the said Richmond Richmond E. Everett, his heirs and assigns shall, and will warrant and forever defend against all persons and claims, whatsoever. In testimony whereof the said William McComas and Milly, his wife have hereunto set their hands and seals the day and year above written. The words "and Milly his wife" interlined twice in the first page before signing.

John McComas (Seal)

Milly McComas (Seal).

Recorded March 3rd, 1821.

DEED BOOK 3-A. Page 492.

THIS INDENTURE, Made and entered into this nineteenth day of February, in the year of our Lord, One Thousand, Eight Hundred and Twenty-two between John Laidley, and Mary, his wife, of the County of Cabell and State of Virginia, of the one part; and Richmond O. Everett, of the same County.

WITNESSETH: That the said John Laidley, and Mary, his wife, ~~for~~ for and in consideration of the sum of Four Hundred Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, they the said John Laidley and Mary, his wife, hath given, granted, bargained and sold, and certained out of ground in the Town of Barboursville in the said County, which is known and designated in the general plat of the said town as number twenty-one, with all and singular, its appurtenances thereunto belonging, or in any wise appertaining unto the said Richmond O. Everett, his heirs and assigns forever and the said John Laidley and Mary, his wife, for themselves and ~~the~~ their heirs doth covenant and agree the title to the said mentioned Lot, to warrant and forever defend free from the claim, or claims of them, the said John Laidley and Mary, his wife, and all other person or persons whatsoever.

In testimony whereof we have hereunto set our hands and seals this the day and year first above written.

John Laidley (Seal)

Mary S. Laidley (Seal).

Recorded 19th of February, 1822.

DEED BOOK E-5. Page 356.

THIS INDENTURE, Made this 24th day of Sept. in the year of our Lord One Thousand, Eight Hundred and Thirty-two, Between James Buffington and Eleanor, his wife of the County of Cabell and the State of Virginia, of the first part, and James Gallaher, John Everett, Jr., James Russell and R.H. Russell, of the same place, of the second part.

Witnesseth: That the said party of the first part, in consideration of the sum of Twenty Dollars of lawful money, to him in hand paid, the receipt whereof is hereby acknowledged, hath bargained and sold, and by these presents doth bargain, doth bargain, sell alien, release, convey and confirm unto the said party of the second part, their heirs and assigns forever, a certain lot or piece of land situate in the County of Cabell and the State of Virginia, between the Town of Guyandotte and Guyandotte Creek at the west end of the Lot claimed by the said party of the first part which lies between the house and lot claimed by James Gallaher in said town and Guyandotte Creek, and is bounded as followeth, to-wit: Beginning at a stake at the northwest corner of the said lot claimed by the said party of the first part, thence S. 6-1/2 degrees W. about six poles to a stake at the S.W. corner of said lot, standing about feet from the N.E. corner of the steam saw mill claimed by the said party of the second part, thence with the south line of said lot S. 83-1/2 poles east 35 feet 4 inches to a stake; thence, leaving said south line and crossing said lot N. 6-1/2 degrees E. about six poles to a stake on the north line of said lot, and thence with the same N. 83-1/2 degrees West 35 feet 4 inches to the Beginning, containing twelve square poles and a fraction unto them, the said party of the second part, their heirs and assigns forever.

To and for the only proper use and behoof of them the said party
of the second part, their heirs and assigns forever, free from the
claim of the said party of the first part and his heirs, and of all
and every other person, or persons whatsoever, the said party of
the first part shall and will warrant and forever defend by these
presents .

In Testimony whereof, the said party of the first part
has sealed and delivered these presents the day and year first
above written.

James Buffington (Seal)

Eleanor Buffington (Seal)

Sealed and delivered in the
presence of {

Acknowledged 21st April, 1834.

DEED BOOK E-5. Page 474.

THIS INDENTURE, Made and entered into this fourth day of February, in the year of our Lord One Thousand, Eight Hundred and Thirty-five by and between John Teays with the consent of James T. Teays, acting as the Executor of Stephen Teays, deceased, of the County of Kanawha and State of Virginia, of the one part; and John Everett, Jun'r of the County of Cabell County, and State aforesaid, of the other part, Witnesseth: That said John Teays, with the consent of James T. Teays, acting as aforesaid, doth for and in consideration of the sum of One Thousand Dollars, in hand paid, the receipt whereof is hereby acknowledged, granted, bargained and sold and by these presents grant, bargain and sell alienate, release and confirm unto John Everett, Jr. and his heirs forever, a certain undivided equal third part of two tracts of lands lying in the County of Cabell, State of Virginia, on the Guyandotte River and adjoining the lands of the said John Everett, Jr. one tract containing one hundred and fifty-five acres Stephen Teays, deceased purchased of Edmond Morris, which will appear by reference to the records of Cabell County Court, and the other tract containing fifty acres, was purchased of John Leidley, the Commissioner appointed by the Court of Chancery for the Staunton District to equalize the several allotments of a tract of land known by the name of Savage's grant, the two tracts together contain two hundred and five acres by former surveys, the land hereby intended to be conveyed is the portion of land allotted to John Teays in the division of the lands of which Stephen Teays died seized and possessed the right and title to the land as above described together with all and singular, its appurtenances to the said John Everett, Jr. and his heirs forever the said John Teays with the consent of James T. Teays, acting as

aforesaid, will forever warrant and defend against the claims of himself and those claiming under, through, or by him, and all other persons whatsoever. In testimony whereof the said John Teays with the consent of James T. Teays, acting as aforesaid hath hereunto set his hand and seal the day and date above written.

John Teays L.S. ~~(Seal)~~

The foregoing deed made and executed by and with my consent.

James T. Teays L.S.

Acknowledgement Feby 10th, 1835.

THIS INDENTURE, Madethis 30th day of October, in the year of our Lord One Thousand, eight hundred and thirty-three between Francis Tiernan, of the City of Pittsburgh, and State of Pennsylvania of the first part, and James MGalisher, John Everett, Jr. & James Russell and R.H. Russell, party of the first part for and in consideration of the sum of Twenty Dollars of lawful money in hand paid at and before the ensealing and delivery of these presents doth grant, bargain and sell unto the said party of the second part a certain piece or lot of land lying and being in the said County of Cabell and & State of Virginia, on the east bank of Guyandotte river between said river and Guyandotte town on which lot or piece of land the grist mill now stands, erected by erected by the said parties of the second part, and is bounded as followeth, to-wit:

Beginning at the south-west corner of a lot claimed by James Buffington to the said parties of the second part, and running thence south six degeees and half, west six poles to a stake, thence north 83-1/2 West about two poles to a stake on the west line of said Tiernan's lot thence with his west line down the creek N. 6-1/2 E. 6 poles to a stake, and then with a line of the lot the said parties of the second part purchased of said James Buffington S 83-1/2 east about two poles to the Beginning, containing about twelve square poles, including said grist mill with its appurtenances. To have and to hold the said piece or lot of land with its appurtenances unto them, the said parties of the second part, their heirs and assigns forever; and the said party of the

first part for himself and his heirs the said piece or lot of land above described with its appurtenances, unto them, the said parties of the second part, their heirs and assigns forever free from the claim or claims of him, the said party of the first part, his heirs and assigns, and of all and every person claiming or to claim from, through, or under him, or them, or either of them shall, will and do by these presents warrant and forever defend.

In Testimony whereof the said Francis Tiernan, party of the first part hath hereunto set his hand and seal the day and year above written.

Sealed and delivered Thomas Tiernan (Seal).

in the presence of (

Acknowledged December 30th, 1833.

DEED BOOK 5. Page 125.

THIS INDENTURE, Made and entered into this 5th day of October, in the year of our Lord, 1832 by and between Robert Holderby and Susan, his wife, Percival T. Smith and Mary, his wife, , of the County of Cabell and State of Virginia, of the one part; and John Everett, Jun'r and James Russell, of the County and State aforesaid, of the other part, Witnesseth: That the said Robert Holderby and Susan, his wife, Percival T. Smith and Mary, his wife for and in consideration of one thousand dollars to them in hand paid, the receipt whereof is hereby acknowledged hath granted, bargained, and sold, and by these presents grant, bargain, sell, release and confirm unto the said John Everett, Jun'r and James Russell, and their heirs and assigns forever in an undivided equal half of a certain lot or piece of land with its appurtenances situate in said County, State of Virginia, on the East bank of Guyandotte Creek adjoining the lots claimed by James Buffington and Francis Tiernan, lying on the West side of the Town of Guyandotte, and is bounded as followeth, to-wit:

Beginning at the Northwest corner of James Buffington's lot and running thence on a straight line with the north line of said lot N 83-1/2 W. to Guyandotte Creek, thence up said creek 19 poles to a stake, thence S. 83-1/2 E. to the west line of said Francis Tiernan's lot, and from thence with the West line of said Tiernan and the West line of James Buffington's lot nineteen poles to the Beginning, containing about half an acre, be the same more or less, it being the same lot of land conveyed ~~to~~ by deed from Thomas Buffington to Robert Holderby, James Gallaher, Percival S. Smith and R. H. Russell, bearing date the second day of July, 1831, and duly recorded in the Clerk's Office, of the County

Court of Cabell County, it also being the same lot that the steam saw mill stands upon, to have and to hold forever, and the said Robert Holderby and Susan, his wife, and Percival T. Smith and Mary his wife the right and title to the one equal and undivided half of said lot of land, as above described, with all and singular, its appurtenances to the said John Everett, Jun'r & James Russell & Their heirs and assigns forever, do hereby forever warrant and defend free from the claims of them, the said Robert Holderby and Susan, his wife and Percival T. Smith and Mary, his wife, and their heirs and assigns forever, and any person or persons, whatsoever claiming under, through, or by them.

In Testimony whereof the said Robert Holderby and Susan, his wife, and Percival T. Smith and Mary, his wife doth hereunto set their hands and seals this day & year first above written.

Robert Holderby	(Seal)
Susan Holderby	(Seal)
P. T. Smith	(Seal)
Mary L. Smith	(Seal).

Acknowledged October 27th, 1833.

DEED BOOK D-4. Page 187.

THIS INDENTURE, Made this 9th day of November in the year of our Lord One Thousand, Eight Hundred and Twenty-six between James T. Carrell and Peggy, his wife, of the County of Cabell and the Commonwealth of Virginia, of the one part; and & Nathan Everett of the County and Commonwealth aforesaid, of the other part.

WITNESSETH: That the said James T. Carrell and Peggy, his wife, for and in consideration of the sum of twenty-one dollars and fifty cents, to them in hand paid by the said Nathan Everett the receipt whereof is hereby acknowledged, have bargained & sold, and do by these presents bargain and sell & alien unto the said Nathan Everett, his heirs and assigns, a certain tract or parcel of land situate in the County of Cabell, lying and being on Mud River & being a part of a larger survey which was patented in the name of John P. Du Vall, and after survey transfers became the property of Daniel Neal, and, and by him and wife conveyed unto the said James T. Carrell, and which tract of land is bounded as followeth, to-wit:

Beginning at an elm and sycamore on the south side of Mud River on Everett's line, and leaving the river with said line S. 20 degrees and West 92 poles to a white oak and two hickories on a ridge, north side; thence, with Poor's line N. 30 degrees West, the distance not known, to a small branch; and down said branch with its meanders to its mouth at Mud River, and with said river with its meanders to the Beginning, containing six acres, be the same more or less. To have and to hold the said tract of land, as above described, with all and singular, the appurtenances thereunto belonging, or in any wise appertaining unto him, the said Nathan Everett, his heirs, ex'ors, adm'rs or assigns forever for his own use and behoof.

The said James T. Carrell and Peggy Carrell, his wife, for themselves, their heirs, , excrs, & admrs covenant to and with the said Nathan Everett to warrant and defend the right and title of the land and premises aforesaid, free from the claims of themselves, their heirs, exers, admrs or any other person, or persons whatsoever. In Testimony whereof, the said James T. Carrell and Peggy his wife, have hereunto set their hands and seals this day & date first above written.

James T. Carrell (Seal)

Signed and acknowledged in

Peggy Carrell (Seal).

the presence of us.

The words "With Poor's line" on 1st page, were interlined before signing. Also the words "claiming by, through, or under them forever" were erased before signing.

Wm. N. Jordan,

Wm. D. Chapman.

Recorded October 29th, 1826.

Whereas, John Everett, Jr. of the County of Cabell and ~~the~~ the State of Virginia has heretofore sold and conveyed to John Chapman, of the same place a certain tract or parcel of land containing one hundred acres by Deed bearing date the 22nd day of February, 1820, situate in the County of Cabell and State of Virginia, on Mud River, it being the same tract of land purchased by ~~the~~ said Everett, of Patent Walker, and which the said Walker purchased from John Morris, for and in consideration of which said tract or parcel of land the said John Chapman agreed to pay the said John Everett the sum of Eight Hundred dollars as mentioned in the aforesaid Deed, an hundred and fifty dollars of which said sum still remains due, and unpaid by said Chapman to said Everett, and the said John Everett did also on the 12th day of September, 1818 assign a Bond in the penalty of five hundred dollars to said Chapman, executed Patent Walker and Edmund McGinnis, to the said Everett as collateral security, for the title of the said tract of land ; and, whereas, the said John Everett, Jr. is willing and desirous to release himself from all liability or obligation, to warrant and defend the right and title of the aforesaid tract of land to said John Chapman, and the said John Chapman, being willing for the sum of one hundred and fifty dollars to risk the right & title to the said tract of land, and forever to acquit, discharge and release the said Everett from all liability of any kind, whatsoever, in consequence of said Deed or the assignment of the aforesaid Bond. Now, therefore, the said John Chapman for and in consideration of the sum of one hundred and fifty dollars of lawful money to him in hand paid by the said John Everett, doth

covenant and agree with the said John Everett to acquit, release and forever discharge him ~~from~~ said John Everett^{or} his heirs from all liability or obligation of any kind, whatever, to pay said Chapman anything in consequence of the sale and conveyance of the said land, or the assignment of the aforesaid Bond in case the right and title conveyed by said Everett to said Chapman should ultirately prove insufficient to hold and retain the said land, and it is hereby declared to be the true intention & meaning of the said parties that if ever the said John Chapman or his heirs or assigns should by a prior, or better title, be evicted of said land by a due course of law, or otherwise, that then and in that case neither him, the said Chapman, nor his heirs or assigns shall ever have any recourse of any kind whatsoever to the said John Everett, or his heirs; and the said John Chapman hereby acknowledges that he has received full satisfaction for all damages which the said Everett might or could have been subjected to in any event, whatever, concerning the premises aforesaid.

In Testimony whereof, the said John Chapman hath herewith set his hand and seal this 27th day of September, 1825.

John Chapman (Seal).

Recorded September 27th, 1825.

Last Will and Testament

Of

William Algeo, deceased.

I, William Algeo, of Ouslie's Gap, Cabell Co., West Virginia, by occupation a Teacher, hereby revoking all former wills, make this my last will. 1st, after paying all of my just debts and burial expenses, said expenses not to exceed ten dollars, I give, bequeath and devise my little estate and property as follows, that is to say, I give to my wife, Amasetta Algeo, all of my personal property, household and kitchen furniture, to use as hers so long as she remains my widow. Secondly, I give to my wife Amasetta Algeo the homestead during her widowhood, as a home for herself and unmarried daughter. Third, it is my will that the mortgages held by J.B. Thornburgg Sr. & Dr. A.J. Beardsley be paid out of the M.M.M. Benefit Fund, of Maysville, Kentucky, What remains I give to my wife, (after paying all just debts) in trust, to be used as hereinafter stated. None of it must be used for the purchase of food, clothing, or household goods of any description; but it may be used for the purchzse at reasonable rates, of home grown fruit atrees of profitsble kinds, a milk cow, a horse for fencing the land, any prudent expenditure for sheep, or machinery, tools, &c. that will enable the family to live better is my will; but nothing must be bought for mere show. It is my will that no part of it shall be used to buy or repair anything that can by a little foresight and forethought be done by themselves, or bought with the proceeds of the place. It is my will that my daughters shall have a home with their mother so long as they remain single, are obedient, aid in home duties, and work together for the common welfare to aid in obtaining necessaries.

It is my will that they raise and sell sage, onion sets, hops, beez, honey, strawberries, &c. Do not forget that judgment and energy will enable you to triumph over all difficulties.

It is my will that my son William shall, so long as unmarried, remain at home and work for the mutual advantage of all. I hope he will now learn wisdom, and no longer burn rails, injure fruit trees, and let things go to wreck (a stitch in time saves much labor) Anything needed with which to work or any expense incurred must first be sanctioned by his mother. Strive to be energetic and useful to the family; slothfulness is a mill stone about anyone's neck).

As B.H.Thackston obtained a note from me by fraudulent means and while my mind was unbalanced, and forced me by divers threats, while he was an examiner of teachers, to compound it several times, charging 30% for three months, or ten per. cent a month as he refuses to sue me so the matter may be settled, although I declared publicly, in Bright's Drug store that it was a fraud & I would not pay it, and as he still refuses to do anything fair, it is my will that my executor, T.B.Thornburg, Sr. and Amassetta Algey shall pay him six dollars with legal interest but my book will give the items, \$45.00, ten of which was to be used for his own personal bebenefit while a candiadte for the Legislature is all I ever received from him. This is the solem truth, as I expect to answer at the bar of Almighty God. Thirty-nine dollars have been paid back; but the book and rate will show these matters.

Having the utmost confidence in his kindness and integrity, I hereby appoint Bro. J.B.Thornburg, Sr. Executor of this my last will. I mean T.B.Thornburg, Sr. Merchant of Barboursville, Cabell County, West Virginia. If, from any cause T.B.Thornburg refuses to

serve, I appoint my wife, Amassetta Alge~~o~~ Executrix of this will. It will save expense, and I would be glad if Bro. T.B.Tjornburg would assist her with his advice. It is my will that no one related to my wife by blood, or marriage (except out own children) shall have anything to do with the ~~ex~~ecution of this will.

In conclusion, I leave my widow, children, and little property to the care of Minerva Lodge No.13 A.F. & A.M. firmly convinced that the brethren will advise them for the best and aid them in obtaining honorable employment. I do this fearlessly, as I never missed a meeting of the body when able to attend until disease and poverty rendered it impossible to present myself "decently clothed".

In Witness whereof, I have signed, sealed, published, and declared this instrument as my last will, at Cuslie's Gap, Cabell County, West Virginia on the 25th day of December, 1885.

Wm. Alge~~o~~ (S.S.)

State of West Virginia,
Cabell County Court Clerk's office, in vacation.

In the matter of the probate of the last Will and Testament of William Alge~~o~~, deceased, Amassetta Alge~~o~~, widow of Wm. Alge~~o~~, dec'd having filed her petition in the Clerk's Office of Cabell County Court on the 2nd day of May, 1888 praying for an award of summons against the heirs of the said Wm. Alge~~o~~, dec'd. And the Clerk of said Court, having in pursuance of the statute in such cases made and provided, issued summons against the parties named in said petition, , requiring them to appear at the Clerk's Office of the County Court aforesaid, on the 19th day of May, 1888, and do what is necessary to protect their interest in said matter; and the

said summons having, on this 19th day of May, 1888, been returned duly executed on the parties named in said petition, and it appearing that Augusta V. Roberts (nee Alge) is an infant under 21 years of age, on motion Julius Fischback was appointed Guardian, ad litem, for Augusta V. Roberts. Therefore, the said Julius Fischback Guardian ad litem, as aforesaid, tendered and filed his answer as such Guardian ad litem. Therefore, came the parties by their attorney and Augusta V. Roberts by Julius Fischback, her Guardian, ad litem, and a writing bearing date on the 25th day of December 1885 was presented to me, the undersigned Clerk of Cabell County Court, and was duly proved by the oaths of Julius P. Wine and J. A. Roberts, the subscribing witnesses thereto, as the last will and testament of Wm. Alge, dec'd, the same was ordered to be recorded as and for the true last Will and Testament of Wm. Alge, dec'd.

Given under my hand this 19th day of May, 1888.

F. F. McCullough, Clerk
 Cabell County Court.

DEED BOOK 1. Pages 68,69,70 and 71.

WILL OF HENRY HAMPTON.

In the name of God, Amen, the tenth day of March, one thousand, seven hundred and seventy-eight, I, Henry Hampton, of Prince William County, being sick in body but of good and perfect memory, thanks be to Almighty God, and calling to remembrance the uncertain estate of this transitory life, and that all flesh must yield unto death, when pleases God to call them, do make and declare this my last Will and Testament in manor and form following, first being penitent and sorry for my sins, most humbly desiring forgiveness for the same. I commend my Soul unto Almighty God, my Saviour and redeemer in whom and by whose merits I trust and believe to be saved, and to have full remission and forgiveness of all of my sins and to inherit the Kingdom of Heaven, and my body to be decently buried at the discretion of my Executors hereafter named, and for the settling of my temporal Estate and such Goods, Chattels, and Detits as ot hath pleased God to bestow upon me, I do order, Give and dispose of the same in manner and form following (Vizt). I lend all my estate to my beloved wife during her life and after her cecease to be disposed of in the manner and form rolloving:

ITEM: I give and bequeath to my Eldest son William Hampton part of the tract of land which I obtained lease for of Cols Thomas Blackburn for three lives bounded as follows by James Wyatts & Obed Harris. Tract to the new Mountain Road and the Remaining part I give to my son, Henry Hampton. Also, I

give to my son, William Hamton, the Lease I purchased of Anthony Teale which he obtained of Colo Thomas Blackburn, to be their and their heirs during the said Lease, also I give to my two sons, William Hampton and Henry Hampton Eight hundred acres of Land (Soldier's claim which I purchased) already Lotted, being upon Sandy Creek, below the mouth of the Great Kanawha, to be equally divided between them, to be theirs and their heirs, lawfully begotten of their also claim of John Jones if ever Lotted to be equally divided between my two sons (vizt) William Hampton and Henry Hampton to be theirs and their Heirs lawfully begotten of their bodies forever.

ITEM: I give and bequeath to my son William Hampton one Bay horse, two cows and calves, three head of sheep, and one bed and furniture which he is now in possession of, also one negro woman named Jenny and Frank her Youngest child with their increase hereafter to be his and his heirs forever.

ITEM: I give and bequeath to my daughter Sarah Brown, wife of George Newman Browns one negro girl named Matt and her increase to be her and her heirs forever.

ITEM: I give and bequeath to my daughter in law Ellendore Steel wife of Saluel Steele, one negro woman named Charlotte & her increase, to be hers and her heirs forever.

ITEM: I give and bequeath to my daughter-in-law Mary Buckley wife of John Buckley one negro woman named Winny and her increase forever in lieu of their father's Estate.

ITEM: I give and bequeath to ~~my granddaughter~~ Margaret Garner, daughter of Francis Garner, deceased one negro girl named Millie and her increase, and one negro boy named Elyah to be hers

and her heirs forever in lieu of her father's part of the estate.

ITEM: I give and bequeath to my son, Henry Hampton the tract of land which I purchased of Isaac Sinkler to be his and his heirs lawfully begotten of his body forever, but if he should die without such heirs the land to be returned to my Grandson John Brown son of George N. Brown. Also I give to my son Henry Hampton one Black mare with a star and snip two beds and furniture, four Cows and calves, four head of sheep, and six negroes, namely, Abraham, Amey their increase, also Daniel Charles Fanny, and Sam be his and his heirs, lawfully begotten of his body forever; and the other part of the estate I leave to be divided between my four Children, namely, Sarah Brown wife of George N. Brown, and Elizabeth Brown, wife of Thomas Brown, and William Hampton and Henry Hampton, to have each of them equally; also I give to my son Henry Hampton all my clothes and cloth, also one deer and skin also one pot and all the pewter beside his equal part of the remainder.

I hereby appoint my loving friends Geo. N. Brown, William Hampton and Henry Hampton full and sole Executors of this my last Will and Testament. In Witness whereof I have hereunto set my hand and seal.

Henry Hampton (Seal).

Thomas Thornton

Hugh Hammitt

Her
Mary X Harley
Mark.

- - - - -

At a Court held for Prince William County the 4th day of May, 1778. This last Will and Testament of Henry Hampton, dec'd

was presented to the Court by the Executors therein named, who made oath thereto according to law, and the same being proved by the oath of Thomas Thornton and Mary Hurly is admitted to record, and the said Excers. having performed what is usual in such case certificate is granted them obtaining a probate thereof in due form.

Teste:

Robt. Graham c.p.w.

ACopy Teste

John Williams C.Court.

At a Cort held for Cabell County on Tuesday, the 26th day of June, 1810 this Last Will and Testament of Henry Hampton, Decd was presented in Court which having been proved and ordered to record in the County Court of Prince William, which this Court thinks sufficient testimony to admit the same to record in this Court, which is ordered accordingly.

ACopy Teste

Edmd. Morris C.C.C.

DEED BOOK A-1. Pages 14 and 15.

We, William Hampton and Fanny, his wife, of Fauquire County, hath bargained and sold, and by these presents doth bargain, sell and confirm unto Henry Hampton, of the County aforesaid, or his heirs or assigns, all and singular the lands devised to us by Henry Hampton of the County aforesaid, or his heirs or assigns, all and Singular the lands devised to us by Henry Hampton, dec'd Will, lying and being on the waters of Big Sandy creek and the Ohio River, it being "Soldier's rights, who served under Col. Washington at the Battle of the Meadows, and also for & in consideration of the sum of two hundred pounds, to us in hand paid by the said Henry Hampton, the rec'pt of which we do hereby acknowledge, we have bargained, sell, ~~and~~ release and confirm unto the Henry Party to these presents & to his Heirs and assigns all our rights, titles, property claim & Demanded of in and to any of the said lands above described, to have and told all the rights and titles of us, William Hampton and Fanny, his wife, or our Heirs, or any other person, or persons claiming under us unto the said Henry, party hereto, and to his Heirs or assigns to his and their only proper use and behoof forever. In Testimony whereof, we have interchangeably set our hands and seals this 8th day of December, 1798.

Sealed and delivered in
 presence of
 Henry Brown,
 John Brown.

W. Hampton (Seal)
 Fanny Hampton (Seal).

DEED BOOK A-15. Pages 12 and 13.

Rebecca J. Everett, Guardian

To (DEED.

John M. Handley

This Deed, Made this 10th day of June, in the year one thousand, eight hundred and sixty-four, Between George F. Everett, , Kate M. infant heirs of C.T.Everett, dec'd by their Guardian Rebecca Everett, , who has been appointed a Special Commissioner for the purpose, and the said Rebecca Everett in her own right all of the County of Cabell and State of West Virginia of the first part; and and John M. Handley, of the County and State aforesaid, of the second part, Witnesseth: That at the May term of the Circuit Court of Cabell County A.D. 1864 in a cause therein pending wherein Rebecca Everett was Complainant , H.H.Miller, George F. Everett & Kate M. Everett were Defendants. It was adjudged, ordered and decreed among other things that the sale of three (300) hundred acres of land in the Bill & Proceedings mentioned by the parties of the first part to the said party of the second part be approved, satisfied and confirmed and that the said Rebecca Everett who was thereby appointed a Special Commissioner for that purpose, , upon the payment to her of the sum of Eight Thousand Five Hundred Dollars (\$8,500.00) by the party of the second part shall make, execute and deliver a fit and proper Deed containing covenants of General Warranty in the name and in the behalf of the infant defendants, conveying to Defendant

46
At a Coirt held for Fauquire County the 22th day of July,
1799 This Indenture was acknowledged by the said William
Hampton to be his act and died and ordered to be recorded.

Teste

T. Broche C C.

At a Court held for Cabell County on Tuesday, the 26th day of
June, 1810.

This Deed, from William Hampton and Fanny, his wife,
to Henry Hampton was presented in Court, and the acknowledgement
whereof having been certified by the Clerk of Fauquire County
Court, which this Court think sufficient Testimony, and same is
ordered to be recorded.

A Copy, Teste.

Adm'd Morris C C.C.

Handley by metes, bounds and abuttals the said tract of three hundred acres of land as hereinafter described, upon the condition that the said Rebecca Everett shall relinquish all claim of dower in the said land without charge to the infant heirs of C.T. Everett, deceased, and the said Rebecca Everett, having given the required bond and security required by the said decree; Therefore, the said parties of the first part, for and in consideration of the said sum of eight thousand, four hundred dollars, to the said Rebecca Everett in hand paid, the receipt whereof is hereby acknowledged, doth hereby grant unto the said party of the second part, his heirs and assigns, ~~to hold forever~~ to hold forever the following tract of land, described as follows: To-wit. Beginning at a stake on the Ohio River lower corner of a tract of land owned by James H. Poage, thence with his lower line S. 21 deg. E 444 poles to two beeches on the back line of of the Military survey, then thence 31 degrees e. 130 poles to red oak S. 30 degrees W. 29 poles to 2 sugar trees, one of which has been chopped down, in a small branch running by Lovejoy's house S 23 degrees, E. 122 poles, to three chestnut oaks on a ridge S 21 degrees, E. 210 poles to a stake N 80 degrees W. 50 poles to a small Hickory bush and a chestnut oak N 21-1/2 degrees W. 334 poles to a black oak from which a white oak stands " 35 degrees W 1 pole, N 30 degrees E. 19 poles to a stake from which white oak stands S 84 degrees, E 1 pole and 15 links and another is S. 11 degrees W. 1 pole N. 19-1/2 degrees W. 120 poles to a white oak by a small branch N 40 degrees, E 41 poles to a stake, N 25 degrees, W 54 poles to a sycamore on the north bank of 4 Pole creek, thence down said

creek ~~to~~ 45 poles to a stake from which an elm tree stands East
 3 Links , N. 21 degrees W. 382 poles to a stake on the bank of
 the Ohio River thence up said river 63 poles and 1 link to the
 Beginning, containing three hundred acres and the said grantees
 hereby release unto the said grantor all their claims upon the
 land aforesaid, and the said Rebecca Everett doth hereby doth
 hereby relinquish to the said party of the second part, his heirs
 & assigns, to hold forever all her right of dower in the land
 aforesaid , and the parties of the first part doth warrant gener-
 ally, to the party of the second part the property hereby con-
 veyed. Witness our hands and seals the day and year above
 specified.

R. J. Everett (Seal)

George F. Everett, by R.J.Everett,
 Special Commissioner (Seal)

Kate M. Everett, by R.J.Everett,
 Special Commissioner (Seal)

Cabell County

I, Wm. F. Dusenberry, do hereby certify that Rebecca
 Everett, the Special Commissioner appointed to execute the above
 deed, as Guardian Kate M. Everett & George F. Everett and on her
 own behalf this day personally appeared before me, & acknowledged
 the same Given under my hand this 10th day of June, 1864at

Guyandotte W.Va.

Wm. F. Dusenberry Township

Cabell Co. W.Va.

Recorder's Office, Guyandotte

Cabell County, W.Va. June 25, 1864.

This Deed from Rebecca Everett, Guardian of George F. Everett & Kate M. Everett, infant heirs of C.T. Everett, deceased, and on her own part to John M. Handley was this day presented to me, the Recorder of said County, together with the acknowledgment, thereon endorsed, the same is admitted to record.

Teste

Thos. G. Hayslip Recorder C.C.

DEED BOOK A-1. Pages 12, 13 and 14.

This Incenture, Made this 9th day of June, in the year of our Lord eighteen hundred and two between James Samuel, of Carolina County, of the one part, dec'd, ^{Henry Hampton} Heir and Family of Prince William County, of the other part. Witnesseth, That the said James Samuel, for and in consideration of the sum of forty pennies to him in hand paid by the Exers of the Hampton deed, the receipt whereof he doth hereby acknowledge, and forever acquit and discharge the said Heirs, Excrs. Admrs. etc. Hath granted, bargained sold alien and confined, , and by these presents doth grant, bargain, alien and confirm unto the said Henry Hampton's Heirs Excrs. and assign forever all that Track or parcel of land which devolved on him as a Soldier in the year 1754 under ColWashington, lying in Big Sandy Survey on the Ohio River and known by a lot of the 5th Ticket drawn in Kanawha County, containing four hundred acres, together with all improvements, water courses, profits, Appurtenances whatsoever, to the said premises belonging or in any wise appertaining, and the reversion and reversions remainder and remainders and Profits thereof and all the estate, right, title, interest properly claim and demanded of him, the said James Samuel of in and to the same. To have and to hold the Land hereby conveyed, with all and singular, the premises, and every part and parcel thereof with every of the appurtenances unto the said Henry Hampton's Heir and assigns, forever to the only proper use and behoof of them, them, their Heir and assign forever, and the said James Samuel, for himself his Heirs, Excrs. Admrs. doth covenant, promise and agree to and with the said Heir and assign by these Presents that the premises before mentioned

now are and forever after, shall free of and from all former gifts, grant, bargains, Sales, Dowers, and title of Dower Judgments Executions, , titles troubles, charges and Incumberances whatsoever done, or suffered to be done by him, the said James Samuel, or his assign, and the said James Samuels and his Heirs all and singular the premises hereby bargained and sold, with all the appurtenances unto the said Henry Hampton's Heir and assign against him, the said James Samuel and his Heirs and all and every person claiming under, him, his heirs or assigns doth and will forever warrant and defend.

In Witness the said James Samuel hat hereunto set his hand and affixed his seal the day and year above written.

Signed, sealed and delivered

in presence of

James Samuel (Seal).

Rich. Samuel,

Henry Brown,

William Samuel,

Anthony Samuel.

At a Court held for Caroline County the 13th day of July, 1802.

This Deed was acknowledged by James Samuel and ordered to be recorded.

Teste: Wm. Nelson CCC.

Truly recorded

Teste;

John Pendleton, Jr. DC.

Caroline Lot.

This day came before me one of the Commonwealth's Justices of Caroline County, Wm. Samuel and Geo. W. Samuel, and made oath that the within named James Samuel died on the 1st day of May, 1809, aged 79 years. Given under my hand this 14 day of ~~Oct~~ 1809.

John Scott.

At a Court continued and held for Cabell County on Wednesday the 25th day of April 1810. This Deed from James Samuel to Henry Hampton was presented in Court, and having been recorded in the County Court of Caroline County, which this Court thinks sufficient Testimony to admit the same to record in this Court, which is ordered accordingly.

A Copy Teste,

Edmd Morris CCC.

THIS INDENTURE, Made this 23rd day of February, in the year of our Lord 1852 between John W. Griffin and Elizabeth, his wife, of the first part and Henry Ashworth of the second part, all of the County of Cabell and State of Virginia.

WITNESSETH: That said parties of the first part, for and in in consideration of the sum of three hundred dollars to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, they, the parties of the first part, have granted, bargained and sold unto Henry Ashworth a certain piece or parcel of land situate, lying and being in the said County of Cabell, on Mud River, and bounded as follows, to-wit:

Beginning at two white oaks on a ridge on the Northeast side of said river on a line of a survey of 450 acres made for Buffington and Barrett, and running thence S 79 E 28 poles to a white oak on a point N 35 E 40 poles to two white oaks S 13 E 208 poles to two hickories and a white oak bush on a ridge S 37 W. 90 poles to two gums, west 32 poles to a beechwater beech and elm in the river bank, lower corner to a survey of 250 acres made for James and Andrew Barrett, thence down the river N. 32 poles to a sugar tree, and with the meanders of the river to the upper line of a survey of James King's and with said line to the Beginning supposed to contain one hundred and thirty acres, be the same more or less. To have and to hold the said piece or parcel of land unto him, the said Henry Asjworth, his heirs and assigns forever; and the said parties of the first part agree to warrant and defend the title

to said premises, the above described tracts of land free from the claim or claims of themselves and their heirs, and no other claim or claims, whatsoever, by these presents. In testimony whereof said parties of the first part have hereunto set their hands and seals this day and year above written.

John W.Griffin (Seal)

Elizabeth Griffin (Seal).

Recorded March 24, 1852.

Charles J. Everett heirs.

Thomas B. Kline,

Com'r et al

To (DEED)

Albert Lindley

This Deed, Made this 21st day of September, 1870 by and between Thomas B. Kline, Special Commissioner, and Mary E. Handley, and Albert Lindley of the second part, Whereas, by a decree of the Circuit Court of Cabell County est Virginia and a do on the 10th day of August, in this cause in Chancery pending therein, in which the said Albert Lindley was the Plaintiff and Jonathan^m Handley and the said Mary E. Handley were the defend- anys, it was among other things, adjudged, ordered and decreed that that the said Thomas B. Kline, who was thereby appointed a Spe- cial Commissioner for this purpose should for and in the and on the behalf of the said John M. Handley, make and execute sign, seal, stamp and acknowledge for record a proper and apt deed of conveyance of the tract of land in the plaintiff's bill mention- ed, with covenants of general warranty to the said Albert Lind- ley, for such persons as he might direct by joining therein; and, whereas, secured to as by said decree and given the said Mary E. Handley to join in the deed for said land and therefore this deed Witnesseth, That the said Thomas B. Kline, Special Commissioner, as aforesaid, and the said Mary E. Handley have this day granted and conveyed unto the said Albert Lindley the following tracts situated in the County of Cabell, and described as follows:

Three hundred acres lying and being on the Ohio River

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in said County, between the lands of J.H.Poage and C.T.Everett, deceased, being the same land as was conveyed to said John M. Handley by deed from Rebecca J. Everett for himself as and as Special Commissioner for George T. Everett, and Kate Everett, infant heirs of Charles G. Everett, deceased, , which deed is recorded in Liber "A"Folio 12 of the records of Cabell County to be found in the Recorder's office of said County, to have and to hold the said real estate and premises unto the said Albert Laidley, his heirs and assigns forever, with covenants of General Warranty. Witness the following signatures and seals/

Recorded 21st day of September, 1870.

DEED BOOK 6. Page 476.

KNOW ALL MEN by these presents, that I, Obadiah Merritt of Cabell County, Virginia, for and in consideration of the sum of Twelve Hundred and Fifty Dollars to me in hand paid by John Porter, Sr. of said County and State that I have this day sold and conveyed, and by these presents do sell and convey unto the said John Porter, three negro slaves, as follows, to-wit: Spencer, a man slabe about twenty-three years old, also Margaret, a female slabe about two years old. Caroline, a woman slave about twenty-three, to have and to hold the said negro slaves unto him the said John Porter, his heirs and assigns, forever. To have and to hold the said slaves, the said Obadiah Merritt warrants to be slaves for life; but it is understood that if Pellington Merritt, against whom there is now a prosecution depending for felony and who is out on a recognizance, with said Porter as one of the securities, shall make his personal appearance before the next Circuit Superior Court of Law and Chancery for Cabell County and shall not depart without the leave of the said Court that then, and in that case this bill of sale or mortgage is to be void and of no effect; otherwise to remain in full force. Witness my hand and seal this 9th day of Sept. 1837.

Obadiah Merritt (SEAL).

Recorded 9th Sept. 1837.

THIS INDENTURE, Made and entered into this tenth day of July, in the year of Christ One Thousand, Eight Hundred and Thirty-seven, between John P.B. Maxwell and John Grant, Elizabeth B. Grant, , Wolliam P. Roberyson and Ann Maria Robertson, of the first part, and William Porter, of the second part. Witnesseth: That the said parties of the first part, for and in consideration of the sum of fifty dollars to them in hand paid by the said William Porter, the receipt whereof is hereby acknowledged, they have given, granted, bargained and sold, and by these presents do give grant bargain and sell unto the said William Porter, his heirs and assigns forever, a certain tract or pæce of land situate, lying, and being in the said County of Cabell upon Trace Creek of Guyandotte River, and bounded as follows, to-wit:

Beginning at a stake on the closing line of a survey of 40,000 acres patented to Joseph and Mayo Carrington, being the line made by William Brumfield and said Porter; thence West, crossing Trace Creek, and with that and the lines of Richard McAlister to a white oak; thence with McAlister's lines S 50 E 34 poles crossing said creek to a stake S 40 W. 120 poles, , crossing the horse bone fork ~~of~~ a white oak on a ridge; thence leaving McAlisters tract ~~xx~~ S 11 W 36 poles to two oaks S. 15 E 60 poles to three chestnut oaks S 56 E 28 poles to chestnut oaks, S 76 E 60 poles to three red oaks in a low gap S 46 E. 55 poles to a locust; N 84 E 70 poles to three white oaks N. 43 E. 203 poles to a stake; on the line of the said 40,000 acre survey first mentioned; and with it N 59 W. 500 poles to the Beginning, Containing four hundred

and fifty acres, be the same more or less. To have and to hold the above granted piece of land unto the said William Porter, his heirs and assigns forever. And the said parties of the first part for themselves, their heirs, doth covenant and agree to and ~~with~~ with the said William Porter, his heirs and assigns, that they will ~~warrant~~ warrant and forever defend the right and title to the above described tract of land free from the claim of themselves and their heirs as well as from the claim of every other person whatever.

In Testimony whereof the said parties have hereunto set their hands and seals ~~this~~ the day and year first above written.

Recorded 24th July, 1837.

DEED BOOK 6. Page 402.

THIS INDENTURE, Made and entered into this 4th day of May, 1837 between William McComas and Milly, of the County of Cabell and the State of Virginia, of the first part, and John Porter, Sr., of the same County and State, of the other part, Witnesseth: That is to say, the said William McComas and Milly, his wife, for and in consideration of the sum of fourteen hundred dollars ~~to~~ them paid at and before the ensembling and delivery of these presents hath bargained and sold, and by these presents doth bargain and sell unto John Porter the two tracts of land hereinafter described, that is to say a part of a fifteen hundred acre survey patented to James Madison, situate in the County of Cabell and the State of Virginia, supposed to contain one hundred and fifty acres, more or less, and bounded as follows, to-wit: Beginning at a sugar and elm south side of Guyandotte River in the narrows below where the said Porter now lives, then with the said survey and lines thereof to the mouth of Madison's Creek, and thence down the River Guyandotte to the Beginning. And also the whole of the tract of land patented to Parbury containing two thousand acres, be the same more or less, which said tract of land begins on the sugar tree and elm, corner to the aforesaid survey of fifteen hundred acres, and runs with same to three white oaks near George McComas' thence with the several courses and distances in Parbury's claim to the Beginning. To have and to hold all and singular, the aforesaid tracts of land with their appurtenances, free from the claim of them, the said Wm. McComas and Milly, his wife, they or their heirs, executors, administrators, or assigns, but from no other person whatsoever, and it is further

covenanted between the parties that if the said land shall be lost, or any part thereof by a better title than the said pay back the purchase money without interest to the said Porter at ratable proportion amount lost of each tract, to be estimated in proportion to the amount of purchase money for each tract, that is to say, twelve hundred dollars for that portion that belonged to the fifteen hundred acre survey of Madison's, and two hundred dollars for that of Parbury's claim.

In Witness whereof, the said William McComas and Milly, his wife, hath hereunto set their hands and affixed their seals this day and year above written.

William McComas (Seal).

Recorded 4th of May, 1837.

DEED BOOK 6. Page 40.

THIS INDENTURE, Made and entered into this twenty-fifth day of August, in the year one thousand, eight hundred and thirty-five, between John P.B. Maxwell, John Grant, Elizabeth B. Grant, William P. Robertson and Ann Mariah Robison, his wife and John Laidley, of the first part and Francis Burns, of the second part.

Witnesseth: That the said parties of the first part for, and in consideration of the sum of two hundred and twenty-five dollars to them in hand paid by the said Francis Burns, the receipt whereof is hereby acknowledged, , they have given, granted, bargained and sold; and by these presents do give, grant, bargain and sell unto the said Francis Burns, his heirs and assigns forever, a certain tract or parcel of land situate, lying and being in the County of Cabell on the main fork of Mud River, , being the same tract that Wm. Fuller and the said John Laidley sold to David Patton, who assigned their bond to said Burns, and bounded as follows, to-wit:

Beginning at two sycamores and a buckeye on the bank of Mud River, a corner made for Samuel Stephenson, and adjoining the lands of Richard Heath four poles below the fence running up the Mud River to the branch above said Stephenson's house and now adjoining the lands of Peter Burns, thence across line with Peter Burns to the back line of Stephenson's survey and extending out the same course so as to include the quantity of one hundred acres, thence down the river, with a line parallel to Stephenson's line and adjoining to the Land of said Heath to the Beginning. To have and to hold the above tract or parcel of land unto the

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said Francis Burns, his heirs and assigns forever, and the said parties of the first part -----their heirs so covenant----- whatever.

I n testimony whereof, they have hereunto set their hands and seals -----the year first above written.

Recorded Sept 21st, 1835.

This Indenture, Made this 20th day of April, in the year of our Lord One Thousand, Eight hundred and Thirty-two between Thomas Buffington, of the County of Cabell and the State of Virginia, of the first part; and Edwin Porter, of the City of Richmond, of the other part. Witnesseth: That the said Thomas Buffington, in consideration of the sum of three hundred and fifty dollars, to him in hand paid at or before the ensembling and delivery of these presents, the receipt of which is hereby acknowledged hath bargained and sold, and by these presents doth bargain and sell unto the said Edwin Porter a certain piece or parcel of land lying and being in the said County of Cabell and State of Virginia, , adjoining the Town of Guyandotte, and on the South side thereof, and bounded as followeth, to-wit:

Beginning at the north-west corner of the tract of land said Porter purchased of John Everett, Jun'r, standing on the back line of William Buffington's land about six poles from the south-east corner of said Town of Guyandotte, and running thence with the line of said tract purchased by said Porter of John Everett, Jun'r south about four degrees and a half west 22 poles to a stake, being the south-west corner of said tract; thence leaving the same N 83 W. 82-1/2 poles to a stake on the east line of the street laid off on the east side of the Lots laid off in additions to the said Town of Guyandotte; thence with the east line of said tract N 6-1/2 E. 40 poles to the south-west corner of Lot #32n said Town of Guyandotte, and thence with the south line of said Town S 83-1/2 E 21 poles to the south-west corner of said Town, and thence with the William Buffington's back line

to the Beg. about six poles to the Beginning containing seven acres and 1/4 of an acre, with its appurtenances, to have and to hold the said seven acres and a quarter with all and singular, the premises and appurtenances thereunto belonging, unto him, the said Edwin Porter, his heirs and assigns forever. To the only proper use and behoof of him the said Edwin Porter, his heirs and assigns forever. To the only proper use and behoof of him, the said Edwin Porter, his heirs and assigns forever.

And the said Thomas Buffington, for himself and his heirs, doth covenant and agree to and with the said Edwin Porter, his heirs and assigns, that he, the said Thomas Buffington the said seven acres and a quarter of land, with its appurtenances unto the said Edwin Porter, his heirs and assigns forever, free from the claim or claims of him, the said Thomas Buffington, his heirs and assigns, and from all and every person, or persons whatsoever claiming, or to claim from, through or under him or them, or either of them shall, will and do by these presents forward and agreed ever Warrant and defend. And it is further covenanted by and between the said Thomas Buffington for himself and his heirs, and the said Edwin Porter and his heirs ~~xxxx~~ or assigns or either of them should be evicted by any course of Legal proceedings, and the judgment of any of the Superior Courts of this Commonwealth or of the United States from the said seven acres and one quarter of land by any person claiming superior, or adverse to the title of the said Thomas Buffington, that then and in that case the said Thomas Buffington or his heirs shall refund and

repay to the said Edwin Porter, his heirs or assigns so evicted
 the said sum of three hundred and fifty dollars in the event
 of a total eviction and a ratable proportion thereof per acre
 in case of a partial eviction, but without interest thereon in
 either case. In Testimony whereof, the said Thomas Buffington
 has sealed and delivered these presents the day and year first
 written in presence of

Thos. Buffington (Seal).

Recorded June 26th, 1832.

THIS INDENTURE, Made the 3rd day of March, in the year of Christ, 1828, between Asa L. Saunders and Ann, his wife, of the first part, and William Poage, of the second part, both of Cabell County,

Witnesseth: That the said Asa L. Saunders, for and in consideration of the sum of one thousand, four hundred dollars, to him in hand paid by the said William Poage, the receipt whereof is hereby acknowledged, hath granted, bargained sold and by these presents doth grant, bargain and sell unto the said William Poage, his heirs and assigns forever, a certain tract or parcel of land situate, lying and being in the said County of Cabell and State of Virginia, on the Ohio River and is bounded as follows, to-wit:

Beginning at a beech, buckeye and elm standing on the bank of the said River Ohio about 88 or 90 poles below the upper corner of Lot No. 34 in the military grant of land known ~~xx~~ by the name of the Savage grant, which was decreed by the Chancery Court to the heirs of James McCormick, deceased, thence running south 18 E. 28 poles to a buckeye beech and sugar tree standing on the back line of the original survey; thence N 75 E 96 poles to a stake between a small hickory & ironwood on the top of a low point of a ridge; thence, ^N 16 W. 276 poles to a stake, sugar tree and beech, as marked in the plat of the aforesaid Lot #34, thence down the said Ohio River with its meanders, to the place of Beginning, Containing one hundred and fifty acres of land, be the same more or less, together with all and aingular, the appurtenances thereto belonging, or in any wise appertaining. To have and told the said one hundred and fifty acres of land unto him, the said William Poage, his heirs and assigns, forever. To the only proper use and behoof of him, the said William Poage, his heirs and assigns forever.

And the said Asa L. Saunders and Ann, his wife, do hereby covenant and agree to and with the said William Poage and his heirs that he, the said Asa L. Saunders will warrant and defend the said one hundred and fifty acres of land free from the claim or claims of himself and his heirs and free from the claim of all person, or persons whatsoever, by these presents; except it is expressly agreed and understood by the parties to these presents that the said Asa L. Saunders, his heirs, exors, or admrs. ~~that~~ is not nor shall they be bound for any equalization money which the said one hundred and fifty acres of land shall be liable for, in case there should be another call for money to equalize the Lots in the Savage grant.

In Testimony whereof, the parties of the first part have hereunto set their hands and seals the day and year first above written.

Recorded March 3d, 1828.

DEED BOOK 4. Page 525.

THIS INDENTURE, Made and entered into this 10th day of February, in the year of Christ Eighteen hundred and nineteen, Between Georg Partlow and Elizabeth, his wife, of the one part; and John Porter, of the other, all of the County of Cabell and the State of Virginia. Witnesseth. That, whereas, the the said George and Elizabeth, his wife, ath this day hath bargained, and by these presents doth bargain and sell unto the said John Porter a certain tract or parcel of land situate in the County of Cabell on Mud River containing sixty-five acres by survey, and bounded as follows, to-wit: Beginning at two beeches and two sugar trees standing on the north side of Mud River at the lower ends end of the first narrows below the mouth of the Trace Fork, and thence S.65 & n E 28 poles to a white oak and sugar tree at the mouth of a Gut N. 65 degrees, W 44 poles to a white oak & sugar tree N. 88 W. 140 poles to two beeches on the bank of a branch No.19 and crossing Mud River, and down the same ~~x~~ 54 poles to a beech on the bank opposite, rocks in the creek N 3 E 140 poles crossing Mud River to a beech ash and Lynn, corner to land laid off for John Sample S 44 E. 58 poles to two beeches on the bank of Mud River, just below the mouth of Trace Creek N.72 degrees, E 10 poles, crossing the river to a white oak and sugar tree S 18 W. 80 poles to two beeches S 3 E 16 poles to two beeches and two sugar trees on a hillside; and thence S 65 E 200 poles to the Beginning. Together with all and singularly, the appurtenances thereunto belonging or in any wise appertaining thereunto, and the said George Partlow, his wife covenants and agrees for themselves, their heirs and assigns, to

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warrant and defend the right and title of the above described land, unto the sd. John Porter, his heirs and assigns, against the claim, or claims of all and every person or persons claiming under or through them the sd. George Partlow, and Elizabeth, his wife.

In Testimony whereof, the said George Partlow and Elizabeth his wife hath hereunto set their hands and seals this day and year above written.

Recorded 23d day of April, 1829.

THIS INDENTURE, Made this fifth day of February, in the year of our Lord One thousand, Eight hundred and Thirty-two, between John Everett, Jr. and Sally, his wife, of the County of Cabell and State of Virginia, of the first part; and Edwin Porter of the City of Richmond and state aforesaid, of the second part. Witneeth: That the said John Everett, Jr. and Sally, his wife, in consideration of the sum of four hundred and sixty-two dollars, twenty-five cents, to them in hand paid by the said Edwin Porter, at and before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, , they the said John Everett, Junr and Sally his wife have bargained and sold, and by these presents do bargain and sell unto the said Edwin Porter a certain piece, or parcel of land , lying and being in the said County of Cabell and State of Virginia in the Ohio River bottom, south-east of the Town of Guyandotte, and is bounded as followeth, to-wit:

Beginning at a stake a few poles from the south-east corner of the Town of Guyandotte, , corner between the lands of William Buffington, Thomas Buffington, and the said John Everett, Junr thence with the line of the said Thomas Buffington's land S 4-1/2 W. as laid down in a plat of partition 62 poles to a stake; thence leaving said line S 83 E. 88 poles 23 links to a stake on the line of the said William Buffington purchased of James Galihier, thence with said line and binding therewith (which is called in said Buffington's deed N 9 W 137 poles 9 links to a stake, corner between the said William Buffington and the said John Everett, Jr. thence leaving said line and with the partition fence and line between the said Buffington and & Everett N. 79-1/2 W. about

80 poles to the Beginning, Containing twenty acres, one-half and ten poles, with its appurtenances; To have and to hold the said 20-1/2 acres and ten poles of land, with the tenements, hereditaments, and all and singular, the premises and appurtenances thereunto belonging or in any wise appertaining thereunto unto the said Edqin Porter, his heirs and assigns forever. To and for the only proper use and behoof of him, the said Edwin Porter, his heirs and assigns forever. And the said John Everett, Jr. and Sally, his wife for themselves and their heirs, and for every of them, doth covenant and agree to, and with the said Edwin Porter, his heirs and assigns, and with every of them that they, the said John Everett, Junr. and Sally, his wife, the 20-1/2 acres and ten poles of land, with all and singular, the premises and appurtenances, hereby bargained and sold, and every part and parcel thereof, unto the said Edqin Porter, his heirs and assigns forever, free from the claim or claims of them, the said Joh Everett, Jr. and Sally, his wife, their heirs and assigns, and of all and every other person, or persons whatsoever claiming, or to claim from, through, or under them, or either of them, shall, will and do by these presents Warrant and forever defend; and it is further contracted and agreed by and between the said John Everett, Jr. and Sally, his wife, for themselves and their heirs, and the said Edwin Porter and his heirs that if ever the said Edwin Porter, his heirs or assigns, or either of them shall be evicted by any course of legal proceeding and the judgment of any of the Superior Courts of this Commonwealth or of the United States, from the aforesaid 20-1/2 acres and ten poles of land by any person claiming superior or adverse to the title of the said John Everett, Jun'r

and Sally, his wife, that then and in that case the said John
 Everett, Junrand Sally, his wife, or their heirs shall refund
 and repay to the said Edwin Porter, his heirs or assigns so e-
 victed, the sum of four hundred and sixty-two Dollars, 25 cents
 in case of a total eviction, but without interest thereon in either
 case or demand of any kind, whatsoever. In Testimony whereof,
 the said John Everett, Jun'r, and Sally, his wife, have sealed and
 delivered these presents the day and year first above written.

Recorded 25th of February, 1832.

THIS INDENTURE, made and entered into this day of December, in the year of Christ One Thousand, Eight Hundred and Thirty-eight between John P. B. Maxwell Elizabeth B. Grant, John Grant, William P. Robinson and Elizabeth B. Grant and Ann Maria, his wife, Parties of the first part, William Porter of the second part, Witnesseth:

That the said parties of the first part, for and in consideration of the sum of one hundred and sixty dollars, to them in hand paid by the said party of the second part the receipt whereof is hereby acknowledged, they have given, granted, bargained, and sold, and by these presents do give, grant, bargain and sell unto the parties of the second part a certain tract or piece of land situate, lying and being in Cabell County and on the head of Trace Creek of Guyanotte and bounded as follows, to-wit

Beginning at two white oaks 2 hickories and a dog-wood on a point of a hill about 90 poles N of the mouth of the Horse Bone branch of Trace Creek, and on the closing line of a survey of 40,000 patented for Joseph and Mayo Carrington and running thence N. 34' W 30 poles to a white oak S. 2, excepting Trace Creek and 6 poles in all 14 poles to a white oak S 30 E 68 poles to a white oak S 29 W 58 poles to ~~two~~ three small chestnut oaks on a ridge S 48 poles to a double chestnut oak S 49 E 40 poles to a white oak S 72 E 80 poles to a sugar tree and chestnut oak on a ridge S 33 E 38 poles to two chestnut oaks N 84 E 38 poles to two white oaks S 45 E 80 pls to a white oak and hickory in a low gap N 60 E 158 po, 3 beeches on a branch N 25 E 56 poles to a white oak & hickory on a ridge N 5 E 72 poles to the line

on which this survey began, and with the same N 60 W 410 po. to the Beginning, Containing 525 acres, be, the same more or less To have and to hold the above described tract or piece of ground, with all and singular, its appurtenances unto the said parties of the second part, their heirs and assigns forever, to their own proper use and behoof. And the said parties of the first part for themselves, their heirs, doth covenant and agree to and with the said parties of the second part that they will warrant and forever defend the right and title to the above granted piece of land free from their claims as well as from the claims of every other person whatsoever.

In Testimony whereof they have hereunto set their hands and seals this day and year first above written. The words "William Porter" interlined on first page before signing.

Acknowledged Dec. 24th, 1838.

THIS INDENTURE, Made this day of June i n the year of our Lord One thosand, eight hundred and forty-three between John Laidley and Peter C. Buffington, Commissioner of Delinquent and Forfeited Lands in and for the County of Cabell and the Commonsēalth of Virginia, of the one part and John Porter of the County and State afeē foresaid, of the other part.

Whereas, the Circuit Superior Court of Law and Chancery for sd County of Cabell, did by virtue of of an Act of the General Assembly of Virginia passed on the 30th day of March, 1837, entitled An Act to amend and explain the Laws concerning Western Land titles, and for other purposes constitute and appoint the said John Laidley and P.C.Buffington Commissioner of Delinquent and Forfeited Lands in and for the County of Cabell, and, Whereas, under the appoint- ment aforesaid, and in pursuance of the said recited Act, and of the Amendatory Act of the General Assembly, passed on the 15th day of March, 1838 an act entitled, An Act of Anendment Explaining the Laws concerning Western Land Titles, and for other Purposes, the said John Laidley and P. C. Buffington, by virtue of an Order of the Circuit Superior Court of Law and Chancery made at April term April 1842

cause public notice to be given of the time and place of sale of said land hereinafter described in a newspaper published nearest the place of sale, to-wit: In the Kanawha Jeffersonian published in the Town of Charleston, in the County of Kanawha, and caused the same to be posted at the door of the Court House of Cabell County, and at least four other of the most public places inn said County for at least 30 days next preceeding the day of sale; and in pursuance of said advertisement, did offer at public sale at the door of the Court House aforesaid, on the 27th day of June, 1842,

among others, the tract or parcel of land hereinafter described,
 ; and at the said public sale the said John Porter, the party of the
 second part, , being the highest bidder, became the purchaser of a
 parcel or tract of land patented to James Parbury & forfeited for
 the non-payment of taxes in the name of James Parbury, & Charles W.I.
 Jerome, lying and being in the said County of Cabell, W. Va. the
 south-west side of Guyandotte River , and bounded as follows, to-wit:

Beginning at a large elm on the south bank of said river
 corner to a survey made for James Madison, thence with the same
 S 18 W 90 poles to a stake in the cleared land S 20^o E 104 poles
 to a stake S 52 poles to a stake S 37 E 48 poles, crossing a ~~branch~~
 creek to an ash and sugar tree S 7 E 160 poles leaving a bend of
 said river to two buckeyes and a poplar in a gap, S 50 E. 200 poles to
~~three~~ white oaks, thence leaving said survey W 70 poles
 to a stake N. 730 polesto a stake S 83 E 360 poles to the Begin-
 ning, and contains by re-survey 1500 acres, and Whereas, the whole
 purchase money, having been paid by the said party of the second part
 the purchaser is now entitled ~~by the~~ provisions of the first recited
 Act to a deed for the same from the said parties of the first part,
 they the said Commissioners conveying such title therein as the
 said Act authorizes to be conveyed or as they can convey as the
 autho ized Commissioners, as aforesaid but without any personal or
 individual responsibility , whatever. Now this Indenture Witnesses
 that the said parties of the first part for and in consideration of
 \$150.00, one-fourth was to them in hand paid at the date of the
 sale aforesaid, , and the rewidue at and before the ensealing and de-
 livery hfreof, the receipt whereof is hereby acknowledged, do hereby
 grant, bargain and sell and convey unto the said party of the second
 part, his heirs and assigns forever, said tract or parcel of land

to hold the same by ~ according to the metes, bounds, and abuttals above set fourth, with all and singular, the tenements, hereditaments and appurtenances, and all the right, title and interest that the said parties of the first part are under and by virtue of the Acts aforesaid, and and under and by virtue of their appointment, as aforesaid, are authorized to convey in and to the same.

To have and to hold the same, and all and singular, the appurtenances aforesaid, to the said party of the second part, his heirs and assigns forever. In Witness whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Recorded Jan.23rd, 1844.

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This quit claim deed of conveyance drawn and entered into this day of 1850 by and between Samuel Hunter and Margaret, his wife, of the one part; and William Porter of the other part both of the County of Cabell and the State of Virginia, Witnesseth, That the said Samuel Hunter and Margaret, his wife for and in consideration of One Dollar paid to them in hand by the said Wm. Porter the receipt whereof they do hereby acknowledge themselves therewith fully satisfied, have conveyed, relinquished and forever quit claim-relinquish and convey unto William Porter a certain tract or parcel of land situated in the County of Cabell on the Lick Branch of Raccoon Fork of the Beech Fork of Twelve Pole, to-wit: Beginning at two beeches near said Raccoon about 40 poles above Hunter's house, corner to Hunter's land; thence with the lines of the same to N 25 W. 34 poles to two Lynns N 55 W. 34 poles to 4 lynns N 44 W. 82 poles to a white oak and hickory on a point; and 3 white oaks thence N 57 E 162 poles to the Beginning with its appurtenances thereunto belonging ~~with~~ the said William Porter and his heirs forever, free from the claim of them the said Samuel Hunter and Margaret, his wife; it is expressively understood and agreed upon by the parties that the said Samuel Hunter and Margaret, his wife, shall not nor will not warrant nor defend the right title to the aforesaid tract or parcel of land against any other claim, whatsoever, , nor refund the purchase money in case said land should be lost it is expressively understood and agreed upon by the parties that the said Wm. Porter shall not sell this land, nor cause it to be sold during the life of Samuel Hunter or his wife , to have and to hold the aforesaid tract or parcel of land with

its appurtenances thereunto belonging, unto the said Wm. Porter
and his heirs 75 acres.

In testimony we do herewith set our hands and seals this
27th day of March, 1851.

Samuel X Hunter (Seal).

Acknowledged 27th March, 1851

This Quit Claim Deed of Conveyance drawn and entered into day of 1850 between Samuel Hunter and Margaret, his wife, of the first part; and Samuel Porter of the other part both of the County of Cabell and State of Virginia, . Witnesseth that the said Samuel Hunter and Margret, his wife for and in consideration of One Dollar paid to them in hand by the said Samuel Porter the receipt wherof they do acknowledge themselves therewith fully satisfied, have conveyed, relinquished, and forever quit claimed, and by these presents doth quit claim, relinquish and convey unto the said S. Porter one certain tract or parcel of land, it being part of two surveys lying in Cabell County, to-wit:

Beginning on Samuel' Hunter's land at the forks of the put holler, , thence running down the put branch to the mouth to the Mill Branch of Raccoon Fork of the Beech Fork, then crossing said Mill Branch to the mouth of a drean, thence running up the drean to the top of the hill, thence taking the top of the hill, near a East course to the said Hunter's line; thence running back on said line to the Beginning, 150 acres, be there more or less, to have and to hold the aforesaid land with its appurtenances thereunto belonging, unto the said Samuel Porter and his heirs forever, free from the claims of them, the said Samuel Hunter and Margaret, his wife, and their heirs, or ~~or~~ any person claiming by, through or under them, provided always that the said Samuel Hunter and Margaret, his wife, hath relinquished to the aforesaid Samuel Porter for the reduced price of One Dollar paid to them in hand by the said Samuel Porter, it

is expressively understood and agreed upon by the parties that the said Hunter shall not nor will not warrant nor defend the right, nor the title against ~~any~~ other claim, whatsoever, nor refund the purchase money in case said land should be lost. Further, it is understood and agreed upon by the parties that Samuel Porter shall not sell this land in during the life of Samuel Hunter or the life of Margaret Hunter, in testimony whereof the said Samuel Hunter and Margaret, his wife have hereunto set their hands and seals this 27th day of March, 1851.

Acknowledged 27th March 1851.

DEED BOOK J-10. Page 9.

This Indenture, Made and entered into this 28th day of October, 1848, between Joseph Mansfield, as Trustee of the first part; and Irvin Lusher, of the second part, all of the County of Cabell, State of Virginia. Witnesseth: That whereas, Jacob Baumgardner, on the 26th day of August, 1847, executed a Deed of Trust to the said Joseph Mansfield, conveying to him as Trustee, certain tract or parcel of land situated and lying in the County of Cabell and State of Virginia lying on Big Cabell Creek, a branch of Mud River containing by survey 135 acres, and is bounded as follows, to-wit:

Beginning at two white oaks and hickory on a south hill side and West vorner of Nathan Everett's land, thence N. 60 W. 82 poles to a pine and black oak S 60 W 22 poles to a beech, corner to Doolittle's land, then with it N. 16 W. 134 poles to two white oaks on a point N. 25 E. 48 poles to 3 white oaks N. 54 W. 20 poles, crossing tsaid Cabell Creek to a walnut, corner to said Everett's land, thence N 72 E 37 poles, crossing said Cabell Creek to a red oak and sugar trees S 20 E 24 poles to a white oak and x poplar N. 50 E 22 poles to a Beech and Hickory S 36 E. 74 poles to an Ash and Dogwood on a hill side S.10 E. 78 poles to two white oaks S 27 W. 22 poles to a wh te oak P 10 W 64 poles to the Beginning, which deed of trust was executed to the said Joseph Mansfield for the purpose of securing several sums of money therein mentioned, which will more fully appear by reference to the said Deed of Trust, which is of record in the Clerk's Office of the County Court of Cabell County, and, whereas, said Jacob Maungardner failed to pay the several sums of money therein secured, or either of them or any part thereof, and made default

therein, and the creditors to whom the said money was due, having requested the said Joseph Mansfield, trustee as aforesaid, to sell the said land under, and by virtue of the above described Deed of Trust, ; and the said Joseph Mansfield, having advertised said land for sale in the manner and for the time therein provided did proceed to sell the same at the Town of Barboursville on the 28th day of October, 1848 at public auction and for ready money, at which sale the said Irvin Lusher became the purchaser for the sum of twenty-nine dollars, he being the highest bidder; therefore, the said Joseph Mansfield, as Trustee, aforesaid for and in consideration of the sum of twenty nine dollars the purchase money aforesaid in hand paid to the said Joseph Mansfield by the said Irvin Lusher, the receipt whereof is hereby acknowledged, hath bargained, granted, and sold unto the said Irvin Lusher his heirs and assigns forever, the above described tract of land, with its appurtenances, and the said Joseph Mansfield the right and title to the said tract of land against himself, as Trustee aforesaid, and against all other persons claiming under, or through him as Trustee aforesaid, and against all other persons claiming under, or through him as Trustee aforesaid.

In Testimony whereof, the said Joseph J. Mansfield, as Trustee, aforesaid, hath hereunto set his hand and seal the day and year first above written.

Joseph J. Mansfield, Trustee (SEAL)

Recorded 30th October, 1848.

WILL BOOK 2. Page 123.

WILL OF BENJAMIN CORNELL.

In the name of God, Amen. I, Benjamin Cornell, of Cabell County and State of Virginia, being aged and infirm, but of sound mind and memory, knowing life is uncertain, do hereby make my last Will and Testament in manner and form following, that is to say. First, I desire that the perishable part of my estate or so much thereof as will pay my just debts and funeral expenses be sold immediately after my decease, and if the perishable part of my property prove insufficient for above purpose, then I desire that my Executors hereinafter named may sell part of my real estate sufficient for that purpose and out of the monies arising therefrom, pay and satisfy such of my just debts as shall remain unpaid out of the sale of the perishable part of my Estate

Second: After the payment of my debts and funeral expenses I give to my beloved wife, Priscilla Cornell, all my household and kitchen furniture, one cow and calf, and the home tract of land except about fourteen acres I give to my son Samuel Glonnell) during his widowhood; and if she should again marry, then in that case I give her the one-third of said tract during her natural life, and after her decease I give the whole to my three children, vis: Martin S. Cornell, Amy, Maud, Loisa, as well as the two-thirds of the sum in case my wife, Priscilla should again marry together with all my ~~xx~~ estate, both real and personal, of whatsoever kind it may be, ~~together with~~ as well as what I have bequeathed to my wife during her natural life not otherwise herein bequeathed, ; and if any one or more of the above named three children, to-wit: Martin T., Amy M., or Lo-visa should die without children before their mother, then it is

my will that my son, Samuel G. Cornell and his heirs shall inherit the same forever.

Then I give to my son, Samuel J. Cornell, the fourteen acres of land above mentioned out of my home tract , to him and his heirs and assigns, forever.

Fourth, I give my son, Martin T. Cornell one hundred acres of land deeded to me by Anne Knight, Administratrix of William Knight, Dec. bearing date the 15th day of October, 1837 and recorded in the Clerk's Office of Cabell County on the 18th day of the same month and year when the said Martin T., his heirs and assigns forever.

Fifth: As my other four children have left me, viz: Ebenezer Cornell, Hester Winters, Elizabeth Collins, Patience Young, and Nancy Neal have received their portion already, as far as I conceive I am able to give them, or either of them. And,

Lastly, I hereby appoint and constitute and appoint my two sons, Martin T. and Samuel G. Cornell Executors of this, my last Will and Testament. Hereby revoking all other and former wills and testaments by me heretofore made.

In Witness whereof I have hereunto set my hand and affixdd my seal This 6th day of April, in the year of our Lord One Thousand Eight Hundred and Forty-five.

Benjamin Corhell (Seal)

Signed, sealed, published and declared by Benjamin Cornell, and for his last Will and Testament in the presents and hearing of us who at his request and in his presence, have subscribed our names as Witnesses:

John Hannon,
James W. De Foor, Jeese W. Hannan.

ISAAC FRAMPTON WILL.

In the name of God, Amen. I, Isaac Frampton, of the County of Cabell and State of Virginia, being of sound mind and memory, and considering the uncertainty of this frail and transition life, do, therefore make, ordain, publish, decree this to be my last Will & Testament, that is to say,

First, after all my lawful debts are paid, paid and discharged, I direct my Executors who are herezfter named, first to have my body interred beside the remains of my father and mother; then to inclose the grave with an Iron Railing, having first erected a neat tomb stone over my Remains (I give and bequeath to Charles Everett theentire use, controll and benefit of my whole landed estate, proceeds of the present year's crops, all monies due by note account or otherwise for the two next ensuing years, the moneys, notes, accounts, &c. with my son Felley and my bed and bedding to be his forever. I next give and bequeath to my sister Rebecca Everett, the forty acre field including the two lots and houses now occupied by P.H.McCullough, bounded on the east by the farm of the late F.G.L. Beuhring, on the south by the James River and Kanawha Turnpike on the west by the land running from said Turnpike to the Ohio River, and on the north by the Ohio River, to be her's forever; then, at the expiration of the two years above mentioned, I give and bequeath the residue of my lands Estate, to be divided equally between David Frampton, Hiram Frampton, & Charles T. Everett by each one paying to Ephraim Frampton the sum of One Hundred dollars. Likewise I make, constitute and appoint Charles T. Everett & P.H.McCullough to be Executors of this, my last Will and Testament, hereby revoking all former Wills by me made.

In Witness whereof, I have hereunto subscribed my name
and affixed my seal this 27 day of September, A.D. 1860.

His
Isaac X Frampton.
Mark.

Teste:
P.H.McCullough,
Robert Reynolds.

Recorded Oct. 1st, 1860.

WILL OF ISAAC FRAMPTON.

In the name of God, Amen. I, Isaac Frampton, of the County of Cabell and being of sound mind and disposing ~~memory~~, but conscious that I am born to die, with a view of disposing of the property I have been blessed with, do hereby make and publish this, my last Will and Testament. I direct that my Executor, hereinafter named, do have my body interred, as near as practicable, to the remains of my departed wife, and provide such a memorial as may be deemed suitable to perpetuate the memory of the family, in the same manner that I provided for my departed wife, by a monument worth at least two hundred dollars. I give and bequeath to my son, Ephraim Frampton, in addition to the slaves Lucinda and child, the four following children: slaves:- Richard, Nora, Lucien, & Edward, having heretofore given him lands in Missouri.

I give and bequeath to my son, David Frampton, the following Tracts of Land, to-wit: One tract of 269 acres in Cabell County, which I purchased of Hugh Crawford; ~~one~~ tract of one hundred, and ninety-five acres lots by deed from John Leidley, as Special Commissioner for Wm. Poage's heirs; one tract containing two hundred and forty acres, bought from James H. Brown Com'rs for Jas. T. Watson's heirs; one tract of ~~Sixty~~ acres, by a like purchase; to hold to him and his heirs, forever. I also give him the use of my two faithful servants, Jerry and Martha, for the time of one year, provided he does not remove them from the County of Cabell. I also give him my negro girl, Emily Jane, and all the further increase of Martha

before my death.

I give and bequeath to my son, Hiram Frampton, the following tracts of land, to-wit: one tract of one hundred acres purchased of Fred K. Moore, one tract of two hundred and eighteen acres purchased of John McCormack and one moiety of a tract of 88 acres purchased of Charles McCormack; one lot of ten acres purchased of James H. Brown, Com'r for Watson, all of which is situate in the County of Wayne. I give and bequeath to my son, Isaac Frampton, the following tracts of land, situate in Cabell County, to-wit: One tract of five hundred and fifty-five acres, (South Landing) purchased of Albert Laidley; one tract of two hundred and eleven acres adjoining, purchased of John Laidley, as Special Com'r, one tract of two hundred acres purchased of John Hollenback, one tract of fiftwen acres purchased of Edmund McGinnis; one lot of ten acres bought of Albert Laidley, one small cott and a bedstead and bedding.

I give and bequeath to my daughter Rebecca Everette, wife of Charles Everette, a tract of land on Mud River containing 303-1/2 acres, which I purchased of Jacon Hashburger. I also give her all the residue of my estate of every description, subject, however, to the payment of my just debts and funeral exoences. I give my faithful slaves, Jerry and his wife Martha, their freedom after they have served my son David one year, and direct my Executor to furnish them with legal evidence of their freedom.

I hereby appoint my son in law, Charles Everette, the Guardian for my son, Isaac Frampton, Jr. during his minority; and in consideration of that duty I give him the use of the Mansion House and the lot between the turnpike and the Ohio River belowt the

free of rent and also a moiety of the rents of the farm for attending to the Estate, as when he may cultivate the farm or any part, three-fourths of the crops during the minority of Isaac

provided that the said Charles shall continue to live on and occupy the premises and board and send to school my son Isaac, and keep for him the sorrel filly which I have given him, but in the event that said Charles shall leave the premises then the entire and proffits are to go to Isaac and I request that he reserve the growing timber on Isaac's land necessary use only excepted; and, lastly, I appoint my son-in-law Charles Everette, the Executor of this, my last Will and Testament; and further direct that no bond or security be required of him; nor is there to be any appraisement or sale of property that may come to his hands, but that the same to possess, as a specific legacy to my daughter, Rebecca Everette, , subject to the payment of my debts and funeral expenses.

In Testimony whereof, I have hereunto set my hand this 12th day of May, 1859.

Isaac Frampton.

Attest:

J. Leidley,

Burwell Wilks.

CODICIL NO. 1.

I direct in the event of my death before the gathering of the present growing crops, that my Executor complete the building of the barn that I have commenced on Isaac's land, the expense of which is to be defrayed from the crops, and the residue of the crops to be divided Isaac and Chas. Everette, as prescribed for during his Guardianship, and that my Executor take charge of the young slaves until delivered to Ephraim, as given in this Will; and he is also directed to inclose the graves of myself and wife with a strong set in rock foundation in the manner I have

had it commenced. This is to be i n addition to the monument.

Isaac Frampton.

Teste:

J. Laidley,

Burwell Wilks.

Recorded August 1st, 1859.

Will of Sarah McCormick
Sept. 28, 1821.

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WILL BOOK I. Page 9.

I, Sarah McCormick, of the County of Cabell, and State of Virginia, do hereby make my last Will and Testament in the manner and form following, that is to say.

1stly, I desire that after my decease all of my land may be sold to the best advantage, and that out of the monies arising therefrom my brother, Moses McCormick shall be paid for all the expenses he may have been at on the account of the said land, as well as for every other expense he may have been at on my account.

2ndly, after the payment of my debts and funeral expenses I give the balance of the monies arising from the sale of my land to my niece, Nancy Eliz Lockart, desiring that my Executor, hereinafter to be named, shall put this money out to interest on good security until she marries or becomes of full age, he paying to her before she marries or during her minority the interest thereof, annually.

3dly, And the rest of my property, of whatever nature and kind soever it may be, I likewise give to my aforesaid niece, Nancy Eliz Lockart, constituting her my sole and only heiress, but should the said Nancy Eliz Lockart die without an heir, or without issue, I then constitute and appoint her sister, Sarah Ann Lockart, my sole and only heiress, and, lastly, I do hereby constitute and appoint my brother, Moses McCormick, executor of my last Will and Testament, hereby revoking all other, or former Wills or testaments heretofore made.

In Witness whereof I have hereunto set my hand and affixed my seal this 28th day of September, 1821.

Her
Sarah M McCormick
Mark.

Signed, sealed, published and delivered as and for the last Will and Testament of the above named Sarah McCormic in the presence of us: William Laine,
Eli McCormic.

Delaware County Court, Octbr, 1881.

The last Will and Testament of Sarah McCormic, Deceased, was presented in Court and proved by the oaths of W. Laine and Eli McCormic, & ordered to record.

Teste:

John Samuels, Ck C.C.C.

James McCormick Will.

I, James McCormick, of the County of Cabell and State of Virginia, being of sound mind and disposing memory, as it has been the wish of my Creator to bestow upon me at any time but being desirous of disposing of my property while in health do utter and publish this as my last Will and Testament. To God who gave do I commend my soul and as regards my real estate now situate in the County of Cabell on the Ohio River, being part of the Military Survey I have heretofore caused to be laid off into six Lots the first Lot situate at the mouth of Four Hole Creek, I give and bequeath unto my son, John McCormick, his heirs and assigns forever.

The second lot I have conveyed by Deed to John and Moses McCormick, the third Lot and now in the possession of my son, Moses, I give and bequeath to my son, Moses McCormick, his heirs and assigns forever, containing eighty-nine acres.

The fourth Lot and now in the possession of my son Levi I give unto my son, Levi, during his natural life, and at the death of the said Levi, I give and bequeath the same to my son, John McCormick, his heirs and assigns forever, but I charge the said legacy of this to my son, John McCormick, with the payment of ten dollars per acre, to be paid by the said John McCormick, his heirs and assigns to the sons of the said Levi McCormick. This Lot contains seventy-six acres.

The fifth Lot, containing seventy-four acres, and now in the possession of my son, David, McCormick, I give and bequeath to him the said David McCormick, for and during his natural life

and at his death I give and bequeath the same to my son, George McCormick, to him and his heirs, forever. But I charge this reversionary legacy with the payment of ten dollars per acre, which I charge to be paid by my son, George, to the heirs of my son, David.

And the lower Lot including the mouth of Twelve Pole creek containing one hundred and fifty-nine acres, I give to my son, George McCormick, his heirs and assigns forever. The of these Lots were ascertained by a corrected survey in June, 1833 which change in one degree the boundaries and quantities of the Lots given David and David McCormick for their heirs as first set apart in May, 1834. by the Surveyor of Cabell County.

As to the residue of my property, I dispose of it as follows.

I give and bequeath unto my faithful and beloved wife all the property of every description, whatever, that she had when we were married and I charge the land whereon I live with the payment of One Thousand Dollars which my executors will also give to my wife if she should survive me, also the choice of my houses, the choice of my stock for two cows and six sheep and according to our understanding this will be received by her in lieu of her dower.

I give my faithful and beloved Moses and his wife to my daughter, the wife of James . . . I give to my daughter, Jane, the negro girl, Lucinda, and her future increase. I give to my son John, slave . . . and all her children upon his paying my executors five hundred dollars, and . . . I give my slave, David, to my son, Moses, upon his paying my executors the sum of five hundred dollars, And I give to my son George, my slave Jenny Moses, upon his paying my executors -2- five hundred dollars. And I

desire my Executors to sell my land in the County of Clerk
 that I may leave at the time of my death), and from the proceeds
 of my estate including the charges upon hereby given. I desire
 my executors, first, to pay my debts, and then the following Lega-
 cies: To my son Charles McCormick, of Indiana one hundred dollars;
 to Henry Hooge, son of Williar Hooge, one hundred dollars; to the
 children of Eli McCormic, deceased, one hundred dollars; to Isaac
 McCormic, my son, five dollars. And the ballance of my estate to
 be equally divided among my three daughters, that is, Sarah, Hester,
 Lewinia, Hooge, and Jurea McCormic.

And, lastly, I appoint Tolomon Thornburg and my son, John
 McCormic, of Cabell County, my Executors of this, my last will and
 testament.

Given under my hand and seal this 25th of May, 1837.

A true copy, Teste,

John Hayslip, Clk of
 C. C. C.

Teste: F. L. Little,
 Benj'n K. Sevier

Acknowledged 25th of January, 1841.

WILL OF WM. M. WILLIAMS.

I, Wm. M. Willizms, being ~~of sound mind~~ sain and of sound mind first will and bequeath my soul to God who gave it. Secondly, I wish all my just debts to be paid. Thirdly I will and bequeath unto my wife, Matilda, all the remainder of my personal and real estate, to be used and disposed of at will. I also appoint John Nicholas as my Administrator of at will.

I also appoint John Nicholas as my Administrator. As witness my and seal this 1st day of December, 1858.

Wm. M. Williams

(Seal).

Recorded December 6, 1858.

WILL OF JAMES WHEELER.

In the name of God, Amen: I, James Wheeler, of Cabell County State of Virginia, being of sound and disposing mind and body do make this, to be my last Will and Testament, as follows, that is to say, I desire that my body may be buried at the direction of my Executors hereinafter named; and I direct that and I desire that all my just debts be paid out of my estate as soon after my decease as may be convenient.

First, I give and bequeath unto my daughter, Elizabeth, Elizabeth Beckett, and Thomas Beckett, her husband and their heirs, the sum of seventy-five dollars, to be paid by my Executors hereinafter named, further it is my wish that all my estate,

grand land, hereditaments, & premises situate in the County of Cabell and State of Virginia, which consist of land and tenements with the appurtenances thereof, together with all the fixtures, and the and the present crop now growing on the Land, also all my household and kitchen furniture, except one bed and bedding that I bequeath to my wife, Jane Wheeler, and all my live stock consisting of horses, cattle, hogs, and all my interest in the Store of Robert Wheeler & Co. and outstanding debts that are and may be due to the said firm at the time of my decease; also, also all my blacksmith tools, gun smith tools, &c. and and one wagon and harness and all my farming utensils, and all my real and personal estate that I may be die possessed of to hold to them and their heirs executors, administrators and assigns forever to hold in trust with all convenient speed, either by private contract, or by or publick auction ~~in such manner as they might direct~~ in such manner as they may be advised to sell the same for the most money.

that can be procured, and to convey, release, assume, surrender and assign the same to the best purchaser when and as soon as the whole and the purchase money is paid and not before, with by such deeds, writings, or instruments as as they shall be advised by ~~my~~ legal counsel, and , and that all money arising from such sale as to be applied by my said Executor according to my interest hereinafter expressed in in this, my last Will & testament, that is to say I give and bequeath all the binns or sums of money arising from the sale of the above mentioned property, and also the money due by accounts or notes unto my said Executors interest to be applied in the following manner: First, it is my wish that my wife Jane, Jane Wæler shall have complete maintenance out of the proceeds of my estate, both real and personal, during her natural life, and the remainder, after decease, shall be equally divided among my several children, to-wit:

Edward Wheeler, Eli Wheeler, John S. Nicholas and his wife Lucinda, and Alexander Wheeler, and I do hereby nominate and appoint John S. Nicholas and Jack W. May to be my executors of this, my last Will & Testament and I do hereby revoke and make void all other and former wills ~~by me~~ and all other wills by me at any time or times heretofore made and do hereby declare these presents to be and contain my last Will & Testament. In Witness whereof I, the said James Wheeler have to this, my said Will, written upon one sheet of paper and set my hand and seal thereunto this 21st day of August in the year 1855.

His
James X Wheeler (Seal)
Mark.

WILL BOOK 1. Page 215.

APPRAISEMENT BILL OF THE ESTATE OF ROLEN BIAS, DECEASED,
 8TH JAN'Y, 1838.

2 sows, 4 shoats, 10 pigs	\$11.00
4 Fat Barrers	18.00
2 Cows, 1 Heifer & 1 Calf	33.00
7 Head of Sheep	12.25
1 Bay Mare	25.00
1 Brown Mare	35.00
1 Clay Bank Colt Horse	20.00
1 Yellow Colt, mare colt	25.00
1 Pr. Iron traces, Hames, 2 Clevises	2.25
4 Weeding Hoes	.50
3 Axes	2.25
3 Shovel Plows	1.50
1 Shot gun barrel	.25
1 " Gun	2.50
1 Chisel, 1 Auger, 1 plane bit and traps	.25
1 Pr. Iron Traces and Hames	.50
1 Over and Lid	1.75
1 Skillet hooks	.87-1-2
1 Kettle & Hooks	2.25
1 Little Wheel	1.50
2 Beds and Steads	22.00
3 Chairs	1.25
3 Blade stacks	3.50
1 Small Crib of Corn, 52 bushels, reserved for use of the family. Balance 35 bushels	8.75

1 Large Crib of Corn, 280 bushels, @ 25 per	\$ 70.00
1 Nale Hammer and Shoe Hammer	1.00
1 Pen of	1.00
2 Ricks of Flax	2.00
1 Grine Stone	.37
3 Tin cups	.37
A piece of Salt Kettle	1.25
1 Table	<u>.50</u>
	\$ 307.25

We, the undersigned appraisers, do certify the foregoing inventory to be correct, agreeable to the best of our judgment, Jan'y 4th, 1838.

John Porter
 Ingram Roffe,
 Thomas R. Swann,
 Larkin Bias,
 David Bias,
 Hezekiah Adkins, Jr.

Recorded 1838.

WILL BOOK 1. Page 93.

WILL OF "CUFF" CAULDWELL.

Know all men by these presents, that I, Cuff, otherwise called Coff cou H Cauldwell, being of sound mind and memory, do make and ordain thism my last Will and Testament, and in manner following, that is to say: In the first place it is my will and desire that all my just debts and funeral expenses be paid by my Executor, hereinafter named, out of my estate, and after such debts and expenses shall be paid it is my will and eesire that all my estate, both real and personal, by sold by my Executor, either at public sale, or at private sale, as he may deem most advantageous and all the money arising from such sale, it is , it is my request and desire, shall be paid over into the hands of Eliza Dunlap by my Executor, to be disposed of as the said Eliza shall direct..

And lastly, I hereby appoint W. Solomon Thornburg Executor of this my last Will and Testament, giving him full power and authority to transfer and convey all my property, either real or personal, to any person who may purchase the same, and by these presents do cancel and revoke all former Wills made by me touching my real and personal estate.

In testimony whereof, I have hereunto set my hand and seal this 17th day of July, in the year of our Lord, 1829.

His
Cuff, otherwise X Cuff Cauldwell (Seal).
Mark.

Signed, sealed, and delivered as the
last Will and Testament of Cuff, other-
wise Cuff Cauldwell in the presents
James Pinnell,
Lewis Roffe,
Aenias Carter.

Recorded July 27, 1829.

JOHN CARTER WILL.

I, John Carter, of Cabell County and State of Virginia, do hereby make my last Will and Testament in manner and form following, that is to say, First, I desire that all the perishable part of my estate, be immediately sold after my decease & out of the monies arising therefrom, all my just debts and funeral expenses should be paid. Should the perishable part of my property be prove insufficient for the above purposes, then I desire that my Executor hereafter named, may sell my Land lying in the County of Cabell & State of Virginia, and out of the monies arising therefrom pay and satisfy such of my just debts as remain unpaid out of the sales of the perishable part of my property, Estate.

Secondly, after the payments of my debts and funeral expenses, I give to my wife, Catherine Carter, all of my Estate, both real and personal for, and during the term of her natural life; and after her decease, I give the same to my children and grand-children hereinafter named.

Thirdly, I give my daughter, Sarah Morrison, Two Dollars, and to my daughter, Elizabeth Campbell, two dollars.

Fourthly, All the rest of my estate, both real and personal, that may be left after the decease of my wife, & after her funeral expenses are paid, I desire, may be equally divided among my several children and grand children hereinafter named, Aneas Carter, Hiram Carter, Calvery Carter, Wesley Carter and Malinda Carter & my grand child, Angelina Carter, the daughter of Elizabeth Campbell, which I give to them, their heirs, Executors, Administrators and assigns forever.

And, Lastly, I do hereby constitute and appoint my friend, John Samuels, of Cabell County, Executor of this, my last Will and Testament, hereby revoking all other or former Wills or Testaments by me heretofore made.

In Witness whereof I have hereunto set my hand and affixed my seal this 7th day of May, in the year 1832.

John X Carter (SEAL).
His Mark.

Signed, sealed, published, and declared by John Carter as, and for his last Will and Testament in the presence and hearing of us, who at his request, and in his presence, have subscribed our names as Witnesses.

Solomon Thornburg,

John Ward.

Recorded Septr. 24th, 1838.

THE LAST WILL & TESTAMENT OF CHARLES COLLINS, DEC'D.

I, Charles Sollins, of Cabell County, Virginia, have saw proper to make and publish this, my last Will and Testament. After the payment of my just debts and funeral expenses I will and bequeath my property of which I am possessed in the following manner, viz:

I will and bequeath to my wife, Mary, the one-third of my personal property after the payment of my just debts and funeral expenses and the one-third of the rents, issues and profits of my real estate during her natural life, provided, nevertheless that should my said wife, Mary, marry again, before my youngest attains the age of 21 years then the above bequest to be null and void. I will and bequeath to my following children: Hester Ann, Solomon Charles, & Henry Albert a Bed and Bedding, each, my Elen having received her Bed. I also will and bequeath to my said children Hester Ann Saloma Charles, Henry Albert, and Elen the rest and residue of my real and personal property share and share alike when my said youngest daughter shall attain the age of twenty-one years.

I will and bequeath to each of my other children Madison Augustus, Betsy Montgomery, David, Polly, Jane & Martha the sum of ~~100~~ Dollar each.

I nominate and appoint Thomas Thornburg and Moses Thornburg the Executors of this, my last Will and Testament.

In Witness whereof I have hereunto set my hand and seal this 19th day of August, 1862.

I also will and bequeath to Mortimer Holley a horse worth

Fifty dollars, or Fifty dollars in money.

His
Charles X Collins.
Mark.

Signed, sealed and published as his
last Will and Testament in presence of
us which he requested to sign as
Witnesses.

James Baumgardner,
His
William X Collins.
Mark.

Recorded 14th day of August, 1865.

MELCHOR STRUPE WILL.

I, Melchor Strupe, of the County of Cabell and the State of Virginia, do hereby make my last Will and Testament in the manner and form following, that is to say.

First, I desire that all ~~my~~ the perishable part of my Estate be immediately sold after my decease, and out of the monies arising therefrom all my just debts and funeral expenses be paid. Should the perishable part of my property prove insufficient to for the above purposes then I desire that my Executor hereinafter named, may sell so much of my unimproved Lands in the County of Cabell and State of Virginia, as will be sufficient to pay and satisfy such of my just debts as shall remain unpaid, out of the sales of the perishable part of my ~~perishable~~ estate Should it be necessary for any Executor to sell my lands, as before directed, I wish such part of it sold as will least injure the inclosed part of my land.

2ndly: After the payment of my debts and funeral expenses, ~~xxx~~ should there be any monies left after the sale of my perishable property I wish it equally divided between my three children, to-wit:, Elizabeth Wentz, Catherine Strupe, and William Strupe.

3rdly: I give to my daughter, Catherine Strupe, all my lands in the County of Cabell which are now enclosed and under fence, including the house I now live in, for and during the term of her natural life , and after her decease I give to my two children, Elizabeth Wentz and William Strupe, equally to be divided among them, and to be enjoyed by them and their heirs forever.

4thly: All the rest of my Estate, both real and personal, of nature or kind soever, it may be not hereinbefore particularly disposed of, I desire may be equally divided among my several children hereinbefore named, which I give to them, their heirs, executors, administratots, and assigns forever, viz: Elizabeth Wentz, Catharine Strupe and William Strupe. And lastly, I do hereby appoint and constitute my friend Solomon Thornburg Executor of this, ,y last Will and Testament hereny revoking all other or former Wills or Testaments by me heretofore made.

In Witness whereof I have hereunto set my hand and affixed my seal this fourth day of April, in the year 1833.

Melchor Strupe (Seal).

Signed, sealed, published and declared by Melchor Strupe as and for his last Will & Testament in the presence & hearing of us who at his request, and in his presence have subscribed our names as Witnesses.

John Samuels,

John Merritt

Recorded June 24th, 1834.

JAMES AND RHODA VINSON WILL.

May 7th, 1825.

In the name of God, Amen, To my wife Rhoda Vinson, having through the abundant mercies of God and His goodness, tho weak in body yet of a sound and perfect understanding and of sound memory, do constitute this my last Will and Testament and desire it to be received by all as such. In pursuance I most humbly bequeath my soul to my God, my maker, beseeching His most gracious acceptance of it through all sufficient merits and benediction of my most compachionate redeemer, Jesus Christ, who gave himself to be an atonement for my sins and is able to save to the uttermost all that come unto God by Him, seeing he ever liveth to make intercession for them, and I trust will not reject me, a returning and penitent sinner who comes to him in this hope and confidence I deliver up my soul with our most merciful and gracious to prepare me for the time of my dissolution, then to take me to that filial reast and incomprehensible felicity which he hath prepared for those who love and fear his holy name ever blessed be God. I give my body to the earth from whence it was taken in presuance of its resurrection at the last day. As to my burial, I desire that it be decent, without pomp only at the direction of my dear wife or Executors hereafter named, who, I doubt not, will manage my affairs well with my request as to my Estate, I will and possibly order that all my debts be paid; . Then I give to my dear and loving wife, Rhoda, Vinson all my lands and tenements, together with all my Real and Personal Estate, so long as she remainsthe widow of the above named James Vinson, but it must be facta understood that if she, Rhoda

Vinson ever marries again, that she becomes to be no more the widow of the deceased; that she is to, most earnestly and most affectionately to give up all her rights, tithes, and privileges of the

before mentioned estate until the lawful heirs of the said James and Rhoda Vinson for which it is understood that by leaving all my whole estate as above named to my wife, Rhoda, Vinson that so long as she remains in that name, that she divets herself of all these rights and claims to the same as by a mutual agreement between us James nand Rhoda Vinson.

Whereunto, we have acknowledged the same in presents of these Witnesses and desire it to be received in all Courts of Record having jurisdiction of the same; but, be it understood that the said widow is not to be empowered to sell or convey any lands out of the hands of the lawful heirs of the above named James and Rhoda Vinson.

His
James X Vinson (Seal).
Mark.
Her
Rhoda X Vinson (Seal).
Mark.

Attest:

- Stephen Marcum,
- Daniel Ratcliff,
- Joseph Robertson,
- Peter Leach,
- James Marcum,
- James Sperry.

Recorded Feb.25, 1828.

JAMES PINNELL WILL.

In the name of God, Amen. I, James Pinnell, of the County of Cabell and State of Virginia, being old and infirm but in possession of my mental faculties do make, constitute and publish my past Will and Testament in form following, that is to say.

After the payment of my just debts and my funeral expenses, I will and bewueath to my beloved wife, Phoebe, all my estate, both real and personal and during her natural life with this provision, that xhe afford to my daughter Metilda, a home and support; out of my said estate so long as she the said Metilda may remain a widow.

Item: It is my will and desire that the Lots of Land that I owned containing eight and quarter acres adjoining the land of Blake, Miller and Church beexcepted from the foregoing clause and that my Executor hereafter named, sell the said lots of land at the town of Barboirsville on the usual terms of sale for the purpose of raising funds to pay off my debts.

Item: I give and bewueath to my daughters Mary Frances and Metilda and my son-in-law Thomas Hatfield, Twenty-five Dollars each, to be paid by my Executor after the death of my wife Phoebe, and out of the proceeds of the sale of the Estate after the termination of my said wife's life Estate, and for the purpose of carrying into effect the last named legacies upon the death of my wife.

It is my will and desire that my Execuyor hereinafter named to sell all my estate both real and personal and after the paymt of the before mentioned legacies give an equal share of the

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proceeds to each of my grand ch ldren then living except my grandson David Ritchie, to whom I will a double share of the same and that I will to any othet two Grand cildren.

It is my will that any disposition of personal property made by my wife during her life or by will at her death, shall not be distributed by my Executor, but I hereby ratify and confirm the same. I will that my Grandson, Daivd Ritchie, shall occupy the room he now resides in free of rent so long as he may choose to do so previous to the death of my wife, and if he leases said room his right to occupy said room by himself or tenant shall cease, and detennoned.

I hereby appoint my friend, Henry J. Samuels, my Executor to carry out the provisions of the foregoing Will, and empower him or his successors to make the necessary conveyances upon the sale of the real estate before mentioned.

In Witness whereof I have hereunto set my hand and seal this 15th day of Dec'r, 1853.

James Pinnell (Seal).

Signed and sealed in our presence
by Jas. Pinnell as and for his last
Will and Testament and by his request we
witness the same.

Wm. Eggers,
Octavious Church.

Recorded January 23, 1854.

WILL OF JAMES SNODGRASS.

I, James Snodgrass, of the County of Cabell and State of Virginia, do make this my last Will and Testament in the manner and form following, to-wit: Viz:-

1st, I give to my daughter Mabel Cremeans, the tract of land that her and her husband now lives.

(Illegible)

WILL OF VALENTINE HERNDON.

In the name of God, Amen: I, John Herndon, being weak in body, but of sound mind and in order to be better prepared to leave this world about my worldly affairs when God shall see fit to call me away do therefore make this, my last Will and Testament.

I give and bequeath to my wife, Elizabeth, all my property of every kind and nature, it may be to her during her natural life time. I also desire that my son James, shall take the above named property and manage it for her and provide all things necessary for her comfort and convenience.

2ndly, At the death of my wife, Elizabeth, I give and bequeath to my son, James, my plantation lying in the bend of Mud River to him and his heirs forever, provided he will pay to Matilda Herndon, wife of William G. Herndon, deceased, a sum of money that will make the property on which I now reside equal to that in bond of the.

3rdly. I give and bequeath to my daughter, Matilda Herndon at the death of my wife, Elizabeth, my plantation on which I now live, and the sum of money which, in the opinion of disinterested persons may be coming from my son James to make this property equal to the property I have given him in value, the same equally divided between my daughter, Matilda Herndon and my grand daughter Susan Elizabeth Herndon, daughter of Wm.G. Herndon, deceased, at the death of my wife Elizabeth, or when she shall marry or become of age all my property that can be spared therefrom, or may be thought best to sell to my Executor I wish to be sold, and all my

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debts to be paid, and the ballance to be equally divided between
my wife Elizabeth, my son James, and my daughter Matilda Herndon.

And, Lastly, I do appoint my son James Herndon, Executor
of this my last Will and testament. In Witness whereof, I have
hereunto set my name and affixed my seal Aug. 30, 1841.

Valentine Herndon (Seal).

Teste:

Robert Stewart,

C.T. Doolittle.

Recorded Sept'r 1841.

executor of this, my last Will & Testament.

In Witness whereof, I have hereunto set my hand and
this 12th day of January, in the Year of our Lord, 1835.

James ^{HIS} Turley (Seal)
Mark.

Signed, sealed, published, & declared by the above
named James Turley to be his last Will &
Testament in the presence of us, the witnesses
who have hereunto subscribed our names in
the presence of the Testator,

John D. Holdryde,

John L. Chapman,

Benjamin H. Defoore

Defoore.

Recorded April, 1838.

WILL OF JAMES TURLEY.

In the name of God, Amen. I, James Turley, of the County of Cabell and State of Virginia, being sick and weal of body, but of sound mind and memory, & considering the certainty of death and the uncertainty of ~~the~~ time thereof; That I may be the better prepared to leave this world whenever it may please Almighty God to call me hence, do make this my last Will & Testament, hereby revoking all Wills be me heretofore made, in manner following, to-wit;

First, I give and bequeath to my oldest daughter, Patsey Turley, wife of Floid Turley Two hundred and thirty dollars, which money I desire that should be deposited in the hands of John Samuels, to be given to her my said daughter as he, the said John Samuels ~~xxxx~~ may see fit that she stands in need, and in case that she should die before said money should all be paid over to her it is my Will and desire that the part, or all that remains unpaid at the time of her death shall be equally divided between her children.

Secondly, I give and bequeath all my household furnkture, & Stock, (one rifle gun excepted) to my two rgrand daughters, Viney Turley and Esther Turley, daughters of my son-in-law Floid Turley & my daughter Patsey and his wife.

Thirdly, I give and bequeath to my grandson, Cornelius Turley, my rifle gun. Fourthly, and Lastly I give and bequeath to my son John Turley, my son Jonathan Turley, and my daughter Vincy Merritt, wife of George Merritt, all the residue of my Estate, to be equally divided between them, consisting of money and Bonds for Gash, and, Lastly, I hereby appoint John Laidley, Esq., sole

WILL OF WILLIAM WILLIAMS.

In the name of God, Amen: I, William Williams, of the County of Cabell and State of Virginia, being of sound mind and memory and considering the uncertainty of this frail and transitory life do therefore make, ordain and publish and declare this to be my last Will and Testament, that is to say After all my lawful debts are paid and discharged I direct first that all my chattel property be sold to the highest bidder & the proceeds to be divided equally between my three children Arthur, William and Fanny, except the household property and sheep I give and bequeath to my daughter, Fanny, the buggy & harness, which I also give my daughter Fannye. Second, I give and bequeath to my daughter Fannie a certain boundary of ~~xxxx~~ my river bottom land bounded as follows, to-wit:

Beginning at the mouth of 4 Pole, thence with the Ohio River to the second partition fence where the are, and from that point on the river running a straight line to to a dead Sycamore tree at south-east corner of the old orchard; thence a straight line to the Hyram Frampton line, and thence with that line to the Beginning, corner, supposed to contain sixty acres more or less.

Third, the residue of my land lying between the Ohio River and the turnpike road I give and bequeath to my two sons, Arthur and William, to be equally divided between them.

Fourth: I direct that the residue of my lands laying back on Twelve Pole creek be divided Equally in point of value to each of my three children: Arthur, William and Fannie or be sold

and the proceeds be divided equally between them..

Likewise, I make, constitute and appoint my daughter Fannie & P.H.McCullough to be the Executors of this, my last Will & Testament . I still further direct that there shall be a good and sufficient Road running the turnpike road to the river, at, or near the same place where the present road is located, now. I revoke all former Wills by me made.

In Witness whereof I have hereunto subscribed my name and affixed my seal this fourteenth day of November, , Eighteen Hundred and Sixty-two.

William Williams (Seal)

Teste: Witnesses present:

James L. Thornburg,

W. L. Johnston.

Recorded 11th Sept. 1865.

In Witness whereof I have hereunto set my hand and affixed my seal this 15th day of April, in the Year of our Lord 1854.

James Webb (Seal).

Attest:

S. Thornburg,

John Cambell.

Recorded December 25, 1854.

WILL OF JAMES WEBB.

In the name of God -----

I, James Webb, of the County of Cabell, and State of Virginia, do hereby make my last Will and Testament and in the manner and form following, that is to say.

1st. I desire that all the perishable part of my estate to be immediately sold after my decease and out of the monies arising therefrom all my just debts and funeral expenses be paid. After the payment of my debts and funeral expenses, I give to my wife one-third of my personal estate. I also give to my wife all my lands, to-wit: Two tracts lying in the County of Cabell and the other tract lying in the County of Putnam for and during her natural life, and after her death I desire that my Executprs hereinafter named to advertise and sell the said tracts of land at public sale to the highest bidder and that the monies arising therefrom be divided among my children as hereinafter directed.

3rdly. I give to my son, James One Dollar. I give to Isaac Mines, who married my daughter Sally One Dollar. I give to Andrew Binns, who married my daughter Inez one dollar. I give to George Zirkle, who married my daughter, Elizabeth, one dollar to be paid them out of the sales of my personal estate.

4th. I give to my daughter, Mary Winters, ~~xxx~~ during her natural life, and at her death to be given to her children one-sixth part of my estates after paying the legacies hereinbefore named on the first page of this Will.

5th. I give to my son, William Webb one-sixth part of my estate remaining after payment of the before mentioned

legacies in the first page of this Will.

I give to my son, Edward Webb, one-sixth part of my estate remaining after payment of the before mentioned legacies on the first page of this Will.

I give to my grand children Cynthiann, John, James, Amanda, George Seabird and Reuben Zirkle, children of my daughter Elizabeth Zirkle, deceased, one-sixth part of my estate after after the payment of the before mentioned legacies on the first page of this Will.

I give to my grand children, James, Elizabeth, David, Mary margard, Delilah Samson Seabird and John Bunns children of my daughter Lucy, Bunn, deceased, one-sixth part of my estate after the payment of the before mentioned legacies in the 1st page of this Will.

And, lastly, I give to my two sons, William and Edward Webb, in trust, for my daughter, Sarah Minus, to be paid by them to her as her necessities may require, and as she may demand one-sixth part of my estate after paying the legacies hereinbefore mentioned on the 1st page of this Will; and should there antyhing remain in their hands after the death of the said Sarah Mines, I wish it equally divided between her four children: Sam^l, Levi, David, Elizabeth and Mary Mines.

I do hereby constitute and appoint my two sons, William Webb and Edward Webb Executors of my last Will & Testament, hereby revoking all other, or former Wills or testaments by me heretofore made.

THOMAS R. SWANN'S WILL.

Know all Men by these Presents: That I, Thomas R. Swann, of the County of Cabell and State of Virginia do make this my last Will and Testament, being of sound mind and memory. In the first place I appoint James H. Roffe and Alexander McComas my Executors Secondly, I will all of my personal estate, to my beloved wife, Eliza Swann during her natural life, to be managed and conducted by my Executor as followeth, to-wit:

I will that the executors shall sell all my personal estate to the best advantage, and put said funds on interest and and pay over to the said Izza Swann the legal interest of the same and at the end of each year for her maintenance if it shall be sufficient; if it should prove not to be sufficient then and in that case the said Executors shall pay out together into the interest fund a portion of the principal fund each year so long as the said Izzy Swann shall live for her support; and after the death of the said Izzy Swann first all his funeral expenses shall be paid fund and then it is my Will that the residue of said fund shall be equally divided among my children, with the exception of my son, John K. Swann which I only will to him one dollar of said fund of my Estate. I also give to my executors or the survivor of them the full power and authority to convey the title of all my real estate agreeable to my contracts and to sell and convey to sell my lands not sold at my death and place the amount all in the said fund for the benefit of my wife, together with raised by the sale of the personal estate. I also allow my wife Izzy Swann to retain any

part of the personal estate she may think proper during her life not to exceed the oje-third part of said estate which she may dispose of if she think proper to do soduring her life-time. Should she not dispose of it during her life then and in that case the property shall be sold by my Executors and divided among the children as hereinbefore stated.

Witness my hand and seal this 19th day of January, 1853.

His
Thomas R. X Swann (Seal).
Mark.

Attested by
P.Keenan,
Cynthia Keenan,
N.R.D. Keenan.

Acknowledged September 24, 1853.

WILL OF JOHN TIERNAN, Dec'd.

Know all men by these presents: I, John Tiernan, of the County of Lawrence, and State of Ohio.

Gentleman, being in ill health and of sound mind and memory, do make and publish this, my last Will and Testament, hereby revoking all former Wills by me at any time heretofore made.

First--I hereby constitute and appoint my wife, Amanda Tierman, to be sole executrix, to pay all my just debts and funeral expenses.

Second--I give to my said Executrix all my personal property including household furniture, books, and any wearing apparel; also the following Real Estate which she is to have and to hold during her life time, to-wit: Lots Nos 693, 694 and 695 and part of Lot 696 in Rome Township, Lawrence County, Ohio in the Ohio Company's purchase, containing 300 acres, more or less, a farm situate in Cabell County, east of Guyandotte, West Va. and one town lot in Guyandotte including the buildings thereon which was lately occupied by Thorton, formerly by , formerly by Hazeltine for some 20 years.

Third: I give the following real estate to my children all the land owned by me situate in Cabell County, West Virginia and lying on the waters of the Seven and Nine Mile creeks; also the following town lots in the Addition to the Town of Guyandotte, West Va. Nos 15, 7, and 8 Fractions N and G. Fraction F. and Fraction C. no.7 is land is leased to Williams with the privilege of purchasing the same within five years from the time of leasing which is to be equally divided among said children.

Furthermore, all the property which I have given said Amanda Tiernan and disposed of at her death to be divided among said children in like manner as above stated.

In Testimony whereof, I hereunto set my hand and seal, and publish and declare this to be my last Will and Testament in the presence of the Witnesses 's names below this 22nd day of August, A.D. 1864.

John Tiernan (Seal),

Recorded October 14th, 1865.

WILL OF WILLIAM TOPPING, Dec'd.

Being of sound mind and dosposing memory i n this, my last
Bill and Testament, I make the follwoing disposition of all my
property.

First: I bewueath to my wife, Elizabeth, all my personal
property and effects including all money due by Bond or Account
after the payment of my debts, and my land upon which I reside.
I also leave to my wife during her life; and afterher death to be
equally divided between all my children, including the children of
my former wife, as well as those of my present companion. All of
which she is to have and make use of , and dispose of at her own will
and discretion.

Given under my hand this 27th day of October, 1865.

William Topping.

Witnesses:

A.B.McGinnis,

Jas. McCorkle.

Recorded 11th day of July, 1866.

WILL OF JAMES B. SNODGRASS.

I, James B. Snodgrass, of the County of Cabell and the State of West Virginia, do hereby make this, my last Will and Testament in the manner and form following, that is to say. First, I give to my daughter, Rebecca, all the estate belonging to my son, Joseph, dec'd, both real and personal, to-wit:

All the lands willed to him by my father, one yoke of oxen, one bay mare, one rifle gun, together with all invoices and books.

Second, I give to my son, George W. one speckled yearling heifer and one two year old speckled heifer. Third, I give to my daughter Adaline, one two year old red heifer, ; and the remainder of my personal property to be sold immediately after my death(except my old hunting gun which I give to my son, William), and the proceeds of said property, together with all my moneys and bonds to be divided equally between my children after my burial expenses and just debts have been paid; and my wife, Milly, has received one-third of the same. I furthermore want all my lands laid off in Lots and divided equally between all my children except James H. Snodgrass, who has already received his portion. I furthermore reserve my Gold Watch and give it to my wife Milly during her natural life, and then to go to my son, John. And, Lastly, I do constitute and appoint Thomas Thornburg Executor of this, my last Will and Testament, in testimony whereof I have hereunto set my hand and seal the 8th day of March, 1866.

James B. Snodgrass (Seal).

Signed, sealed and delivered in the presents and at his request.

Marine Sanford,

Philip Powell,
Recorded 16th day of May, 1866.

WILL OF JOHN PORTER.

In the name of God, Amen. I, John Porter, of lawful age, being of sound mind and memory, do make this my last Will, revoking all others. First, I bequeath to my grandson, Patrick Henry Porter, the son to Alexander Porter, a certain tract or parcel of land, and bounded as followeth, to-wit:

Beginning at the lower corner of the survey on Smith's Creek; thence with the chain line of said survey one hundredpoles to a stake. Thence south 50 debrees east to the road leading from Gutandotte River to Alexander Porter, thence a straight line to the upper end of Alexander Porter's fence, on the upper side of Smith's Creek so as to include all the improved land on said creek; thence a straight line to the upper corner of the Josh field on the west side of Smith's Creek, and continuing the same course to the original line up the Parberry survey; thence with said survey down said creek to the Beginning.

Secondly, I bequeath to my son, Jessie Porter, a tract or parcel of land, and bounded as followeth:

Beginning at the upper end of the Lock in the river below the dwelling house of said John Porter, , thence in a straight line back to the hill to a mulberry tree near a road made by hauling timber off the hill; thence north seven poles to a stake; , thence a straight line south eight degrees west, poles to the top of the ridge; thence a straight line to the upper corner of Alexander Porter's improvement, it being corner to Patrick Henry Porter's land, thence with the line of Patrick Henry Porter's partition of land to the Parberry line; thence with the reverse course of the

Parberry survey two hundred poles to a stake; thence a straight line to stick, the head of the right hand fork of Maddison Creek; thence down the right hand fork to its mouth and down Maddison's creek to the mouth; thence down Guyandotte River to the Beginning.

Thirdly, I bequeath to my son, James S. porter, all the residue of the Parberry survey s. of the Maddison survey belonging to myself, which is not laid out in Jer^{all?}---Porter's and Patrick H. Porter's boundaries. Further, I bequeath to my son David Porter and William Porter, the land I won on Mud River, agreeable to their own! division of said land, as made between themselves.

Fifthly, I bequeath that Jerial Porter, James S. Porter, Patrick H. Pofter, pay ten dollars each of them, to my daughters: Sally Heath, Susan Sites, and Miriam Bernis.

Sixthly, I bequeath to my servant, Margaret, to be free after the death of my wife, Sarah Porter.

Seventhly, I bequeath all my personal estate which is not willed to my wife Sarah, and my son, James S. Porter jointly, during my wife's natural life, together with my servant, Caroline; and, after the death of my wife, I Bequeath it to my son James S. Porter. It is my will that neither my wife, ~~Sarah~~, nor my son, James S. Porter, shall dispose of any of the personal estate without the consent of the other.

Eighth, I bequeath to my wife, during her natural life, the land lying from Lile's Branch down the river to the upper end of end of the lock and Back, that width, to the line of P,H,Porter's line with the dwelling house and all outhouses.

Given under my hand and seal this 22nd day of Sept. 1858.

His
John X Porter
Mark.

Teste:

- P. Keenan,
- D.M.F.Keenan,
- C.A/F. Keenan.

Cabell County Court, July 4, 1859.

The foregoing last Will and Testament of John Porter, deceased, was this day presented in Court, and was proved by the oath of Patrick Keenan, and D.M.F.Keenan, two of the subscribing witnesses, the same is ordered to be recorded.

Teste: H.H.Wood, Ck C.

The census of 1850
The Porters

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97 - Alex Porter 39

Harriet " 36

Frances J. 11

Cynthia 9

Iselada 8

John L. 6

Eliza 3

Elisha 8 months.

near Lindsey Que.

109 - John Porter 75

Sarah 75

James 25 (never m.)

Sarah Moorman 56 "

111 - Jermel J. Porter 42 All b. Va.

Judith 32 "

Sarah 14

Adaline S. 12

Jacob G. 10

James J. 7 (S.)

Melsumer P. 4 (Melcena?)

Nancy A. 1

118 - Samuel Porter 21 Farmer \$400¹⁸⁰
Sarah 20 all o. Va
Lelha 1

124 - William Porter 20
Lucy 10
Margaret 1

544 - William Porter 44 Farmer \$1,500
Sarah 22 (Second wife or
daur.?)
Sarah 18
Susan 15
John 14
Eliza 11
Emily 6
William 4
Martha 2

595 - Miriam Porter 35 - o. Va
Near James Brown 69
Mary " 72

599 - David Porter 47
Polly 39

John M. 18
Frances E. 15
James H. 13
Martha J. 11
David C. 8
Mary G. 4
Joseph A. 3 months
John M. K. Smith 24 o. Va
Labourer

862 - Hezekiah Porter 25 Labourer b. O.

With Ann Arnett 45 b. Va

Also Sarah Edwards 23

Catherine " 12

Joseph " 8

Alongo Porter 2

Hezekiah Porter was probably
no relation to the other Porters.

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Children of
John and Sarah Porter each
b. 1775
Alex. Porter - b. 1811

A son, Patrick Henry Porter
Jesse Porter

James S. Porter b. 1825

Jermel Porter b. 1808

David Porter b. 1803

William Porter b. 1806

Sallie Heath b.

Susan Sites b. ~~1824~~ 1813

Miriam Bernis? m. John Sites

Will dated Sept. 22, 1858.