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December 2020

## **MS 76 Box 20 Notebook 5 - Barboursville residents**

Fred Bussey Lambert

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MS 76  
BX 20  
NBK 5

Barboursville Residents

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MS 76  
BX 20  
NBK 5

ABSTRACT OF TITLE

OF

LENA BURGESS

OF

AND

TO

All that certain lot, piece or parcel of land situate in the Town of Barboursville, Cabell County, West Virginia, and known and designated upon the original plat of said Town, of record in the Office of the Clerk of the County Court of Cabell County, West Virginia, in Surveyor's Record 1, at page 152, as the easterly 26 X 165 feet of Lot #20, and the westerly 22 feet of Lot #19.

AND OF

JAMES BRADY

OF

AND

TO

The easterly 2-1/2 feet of the westerly 24-1/2 feet of Lot #19 in the said Town of Barboursville, Cabell County, West Virginia, as shown upon the plat or map of said Town above mentioned.

**EXPLANATORY NOTE:**

The title to this tract of land originally was acquired by grant of George III, King of England, to John Savage and the 59 members of this Company for services which they rendered to Col. George Washington in "The Battle of the Meadows".

In 1775 a partition was made of the big boundary of 28,627 acres to the various co-owners, and in this partition the tract out of which Barboursville was later divided was allotted to Robert Rutherford.

In 1818 some of the co-owners being dissatisfied with the partition made in 1775 instituted their suit in the Circuit

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Superior Court of Chancery at Staunton, Va. This suit is styled "William Coleman, Maurice Morris and William Johnson vs. Simon Morgan, et al". A record of the proceedings being found in the Savage grant and the Duvall grant Book in the Cabell County Court House. In this proceeding Gen. Edward W. Tupper, a skilful mathematician and land surveyor was employed to re-survey and divide into lots and tracts the large boundary of land. This he did, filing his report; and in such report Lot No.54 was allotted to Michael Sulley. By decree entered in this cause on December 18th, 1818, the following appears, pertaining to Lot No.54. "It is further attested, ordered, and decreed that the titles of the two fractions of Lot No.49 and Lot. No.50, 51, 52, 53, 54, and 55, as laid down by the said Commissioners and their report in survey being the allotments made of the shares of Robert Tumstall, Robert Langdon, Joshua Jordan, Edward Evans, John Ramsey, Michael Sulley and Marshall Pratt, be quieted into John Morrow, who has shown himself entitled thereto by the titles and he and those claiming under him be forever quieted therein" This appears on page 90 of the book above mentioned and the description of Lot No.54, herein mentioned, appears on page 79 of the Book above mentioned.

By Deed of John Morrow of the one part and Elizabeth Durling, John Merritt, Jacob Merritt, Walker Merritt and Thomas Merritt, the heirs of William Merritt, deceased, dated June 1st, 1819, recorded June 2nd, 1819, Deed Book 3, at page 16, the parties of the first part conveyed to the parties of second part 708 acres of land which includes the present Town of Barboursville.



By an Act of the Assembly of Virginia in the year - - - - -  
the present site of the Town of Barboursville was ordered taken  
and condemned from the heirs-at-law of William Mettritt, deceas-  
ed, Edmund Morris, Elisha McComas, and Thomas Hatfield, Trust-  
ees, being veted with the legal title thereof, directed to lay the  
same out into lots, sell and convey the same to the various pur-  
chasers thereof. This they did and in Surveyor's Record Book 1,  
at page 152, Map of said town appears.

From this the title separates into two lots: No.19, which  
we shall treat at Chain "B", and No.20, which we shall treat as  
Chain "A".

CHAIN "A".

I

Edmund Morris,  
Elisha McComas,  
Thomas Hatfield, Trustees  
Town of Barboursville.

To : Deed

Daniel Witcher,

Dated September 6th, 1813,

Recorded October 5th, 1813.

Deed Book 1, at page 312.

Properly signed, and sealed and acknowledged before the  
Court of Cabell County, October 5th, 1813.

Consideration \$50.25.

No warranty "hereby conveys"

Conveys: Lot #20, in the Town of Barboursville, according  
to the true intent and purpose of the Act of the Assembly estab-  
lishing the Town aforesaid.

II

Daniel Witcher, Sr. and  
Daniel Witcher, Jr.,

To : Deed

Joseph McGonegle

Dated March 1st, 1814,

Recorded March 1st, 1815,

Deed Book 1, at page 342.

Properly signed, sealed and acknowledged before the Court  
of Cabell County.

Consideration \$51.00, cash paid, receipt acknowledged.

General warranty "have bargained and sold and by  
these presents bargain, sell and  
convey".

Conveys Lot #20 in Town of Barboursville, described as fol-  
lows:

"BEGINNING on a cross street which street adjoins the  
public square and at a stake; thence S 35 W. 10 poles  
to a stake at an alley; thence N.55, W. 6 poles to a stake  
on Guyandotte Street; thence with the same N 35, e 10 poles to  
cross street; thence with the same S 55, E 6 poles to the Be-  
ginning".

III

Joseph McGonigle, and

Elizabeth McGonigle, et ux.

To : Deed

Jeremiah Ward.

Dated January 18th, 1817.

Recorded January 18th, 1817.

Deed Book 2, at page 185.

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Properly signed and sealed by Joseph McGonigle, and acknowledged before the Clerk of the County Court. Elizabeth McGonigle does not sign or acknowledge.

NOTE: On the record the signature of Jeremiah Ward appeared, signing as "Grantor" but by reference to the original Deed on file "B" Queries, it appears that Joseph McGonigle signature was affixed to said Deed, and the error in recording was corrected by the Clerk of Cabell County Court on April 18th, 1922.

Consideration \$500.00, Virginia currency in hand paid, receipt acknowledged.

General warranty. "hath granted, bargained, sold, devised, released and conveyed and by these presents do grant, bargain, sell alien, enfeeoff, release and convey"

Conveys: Lot No. 20, Town of Barboursville in Cabell County, Virginia, with particular description to same as set out in Item II hereof.

#### IV.

Jeremiah Ward

To : Deed

Wm. McComas, Sr.,

Dated Februrary 1st, 1817.

Recorded February 1st, 1817,

Deed Book 2, at page 186.

Properly signed, sealed and acknowledged before the Clerk of Cabell County Court.

Consideration \$450.00. paid, receipt acknowledged,

General warranty "hath granted, bargained and sold and by these presents do

6  
grant, bargain and sell"

Conveys: Lot No.20, Town of Barboursville, and with particular description set out in Item II hereof.

V.

Wm.McComas,Sr. and

Millie McComas, et ux.

To : Deed

Jacob Staley

Dated August 7, 1817,

Recorded August 9, 1817,

Deed Book 2, at page 232.

Properly signed and sealed. Acknowledged before the Clerk of Cabell County Court by Wm.McComas only.

Consideration \$1,050.00 paid, receipt acknowledged.

General warranty "have granted, bargained and sold  
and by these presents do grant,  
bargain, and sell".

Conveys: Lot No.20, Town of Barbotrsville. Reference to Deed of Ward to McComas.

VI.

Jacob Staley, and

Jemima Staley, et ux,

To : Deed

Absalom Holderby.

Dated December 31st, A.D. 1817.

Recorded January 28th, 1818.

Deed Book "E" at page 262.

Properly signed and sealed. Acknowledged by Jacob Staley

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before Clerk of County Court of Cabell County.

Below the certificate of the Clerk showing recordation is appended the certificate of acknowledgement of Jemima Staley taken separate and a-part from her husband, which certificate is dated February 29th, 1818.

Consideration, \$200.00 paid.

General warranty. "hath given, granted, bargained and sold, alienated, released, and conveyed, and by these presents do give, grant, bargain, sell, alien, release and convey"

Conveys: Lot No.20, Town of Barboursville.

VIII.

Absalom Holderby

To : Deed

Jas. Connor.

Dated May 16th, 1819.

Recorded May 15th, 1819.

Deed Book 2, at page 396.

Properly signed, sealed and acknowledged before Clerk of Cabell County Court.

Consideration, \$300.00, cash paid, receipt acknowledged.

General warranty. "hath granted, bargained and sold and by these presents do grant, bargain and sell".

Conveys: Lot No.20, Town of Barboursville.

NOTE: A careful search of the indexes in the Office of the

Clerk of Cabell County Court fail to show any conveyance made by James Conner. After searching a number of old papers in a box marked "Deeds left for record" in the County Court Clerk's office we find a contract, or titlebond, with an assignment thereto attached, which we set out in full, as follows:

NOTE: KNOW ALL MEN BY THESE PRESENTS, That I, James Connor, of the County of Putnam, State of Virginia, am held and firmly bound unto George Killgore, of the County of Cabell, and State of Virginia, in the just and full sum of Two Thousand Dollars for the true and faithful payment whereof I bind myself, my heirs, exors, and Adms.

WITNESS my hand and seal this first day of October, 1850.

The condition of the above obligation is such that whereas, the above bound James Connor hath this day sold unto the said George Killgore a certain Lot in the Town of Barboursville, known and designated in the plan of said Town as Lot No.20, and on the following terms and conditions, to-wit: Said Killgore shall have two years in which to pay the payment of the money for said Lot as follows: One Thoudand Dollars with interest thereon, the property to remain security for the said sum of money, and upon the failure of the said Killgore to make payment, he, said Killgore, shall pay \$100.00 as the rent thereof per annum, and be liable for any damages said property may sustain while in his posession.

NOW, THEREFORE, if the said George Killgore shall well and truly perform the above stipulation then the said James Connor shall make, execute, and deliver to the said George Killgore a Deed of Conveyance containing covenants of General Warranty, conveying to said Killgore said Lot No. Twenty, as aforesaid, in

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which event this obligation is to be void. Else, to remain in full force, as before.

WITNESS

H.J. Samuels.

Jas. Connor (SEAL)

By Chas. Connor.

NOTE: I. J. HARSHBARGER, of Huntington, a son of David Harshbarger, was asked for information with reference to this lot and his letter relating thereto is copied in full and is as follows:

Huntington, W.Va. May 29th, 1922.

McCullough & Peyton, Attorneys,

City.

Dear Sirs:

I am in receipt of ours of the 27th.

In regard to the real estate you spoke of in the Town of Barboursville. I can say that I don't know very much only I am inclined to think that John T. Hatfield instead of John T. Hensley, as my father got this Hotel property from one John T. Hatfield in or about 1868, or just after the close of the civil war, and all he ever held was the Title Bond of James Connor, as you say, shows 1827. Millgore, I think, endorsed it. John T. Hatfield then sold or traded it to my father, endorsed the same title bond and never no transfer made. As the time Connor made Title Bond to 1868, or along there, some 40 years, I heard my father say Conner was all ~~de~~ dead and no one to make the Deed. I know as long as my father held it he he paid taxes in the name of Jas. Connor Est. When we sold the property to Mr. Blume in 1889 we explained to him our title. It was all so long ago I can only give this as my father told me. I think you will find that the John T. Harshbarger you have made

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the error, as it should be on record John T. Hatfield. Now, this is only a bad break in the title, yet the Deed of Blume's is just as good as any Deed in West Virginia.

If I can be of any further help to you, will be pleased to help you in any way.

With best wishes, I am,

I. J. Harshbarger.

VIII.

David Harshbarger, and

Mary J. Harshbarger, et ux.

To : Deed

E.W.Blume

Dated December 31st, 1889.

Recorded February 5th, 1890.

Deed Book 33, at page 21.

Properly signed, sealed, and acknowledged.

Consideration \$650.00, cash paid, receipt acknowledged.

General warranty "do grant"

Conveys: Lot No.20, Town of Barboursville, W.Va.

IX.

E.W.Blume, (Widower)

To : Deed

A.J.Blume,

H.C.Blume,

F.L.Blume and  
J. H. Blume.

Dated June 17th, 1913.



Conveys: One-fourth interest in and to all the certain lot, piece, or parcel of land situate in the Town of Barboursville, District of Barboursville, County of Cabell, and State of West Virginia, bounded as follows:

"BEGINNING at the intersection of the east line of Water Street with the south line of Main Street, as shown on the official map of the said Town of Barboursville X X X X X; thence in an easterly direction and with the said South line of Main Street, 103 feet, more or less, the north-west corner of lot owned by the Barboursville Clay M'f'g Company; thence in a southerly direction and with the said line of said lot, 170 feet, more or less, to the north line of said alley; thence with the north line of said alley 103 feet, more or less to the east line of Water street; thence with the east line of Water Street, 170 feet, more or less, to the BEGINNING, including Lot No. 20 of the Village of Barboursville. This conveyance is made, subject, however, to the life estate of E.W. Blume in said property.

Xl.

H.C. Blume, and

Ellen V. Blume, his wife,

F.L. Blume, and Edna Blume, his wife,

J.H. Blume and Mary H. Blume, his wife,

E.W. Blume, Widower.

To : Deed

Geo. J. McComas,

Dated August 29th, 1914,

Recorded September 10th, 1914.

Deed Book 136, at page 205.

Properly signed, sealed, and acknowledged.

Recites the conveyance of E.W.Blume to his children, of record in Deed Book 127, at page 525: the purchase of Geo. J. McComas from A.J.Blume of his undivided one-fourth interest in said property, and that the second party proposes to buy from the remaining parties in interest the corner of said property, being a lot fronting 25 feet on said Main Street, and about 170 feet on Water Street, and that it is desired that said property shall be partitioned as to the said Geo.J.McComas, and that his interest therein purchased from A.J.Blume be set apart to him, adjoining said corner lot, and that the said Geo.J.McComas convey in partition to the other remaining interested parties his undivided interest in the remaining portion of said property and E.W.Blume to join in this Deed to relinquish the agreement as to his possession, or occupancy of his portion as to the property herein conveyed.

Consideration of the premises, of \$500.00 cash paid, receipt acknowledged, and two notes for \$277.25 cash, payable in four and eight months after date.

General warranty.

"Do hereby grant"

Conveys: A lot 51 X 170 feet off the west side of Lot No.20, as shown on the original plat of the Village of Barboursville, Cabell County, West Virginia, and described as follows:

"Beginning at a stake with the intersection of Main and Water Streets on the south side of Main Street and the east side

Water Street: thence southerly with the line of of Water Street 170 feet, more or less, to a stake in the sintersection of Water Street with an alley; thence easterly with the line of said alley, 51 feet to a stake in the alley line; thence northerly 170 feet more or less, to a stake in the south line of Main Street; thence west, 51 feet, to the Beginning, being a Lot 51 X 170 feet off the west side of Lot No.20, as above set out. Vendor's lien reserved to secure unpaid purchase money.

In Release Book 46, at page 101, we find a release, properly signed and acknowledged by J.H.Blume, dated June 23, 1920, reciting the lien described above and that the notes therein described, by proper assignment came to be owned by me and the full amount paid by me and said J.H.Blume, thereupon release such item.

X II.

George J. McComas,

and Bessie M. McComas, et ux.

To : Deed

E.W.Blume,

H.C.Blume,

F.L.Blume, and J.H. Blume.

Dated August 29th, 1914.

Recorded September 22nd, 1914.

Deed Book 136, at page 332.

Properly signed, sealed and acknowledged.

Recites conveyances of E.W.Blume to A.J.Blume, H.C.Blume, F.L.Blume, and J.H.Blume; the conveyance by A.J.Blume of his one-fourth undivided interest to Geo. J. McComas, and the conveyance of

25 X 170 feet to said McComas of his one-fourth interest, and the purchase of the adjoining 26 X 170 feet, being a lot of 51 X 179 feet in the south-east corner of Main Street and Water Street, of said Town.

Consideration of premises and \$1.00 cash paid, receipt acknowledged.

General warranty "do grant"

Conveys: To second parties to take and hold as they now hold, severally, in the remaining three-fourths interest in said property described as follows:

BEGINNING at a stake in the south line of Main Street of said Village of Barboursville, 51 feet east from its intersection with said Water Street; thence in a southerly direction and parallel with said Water Street about 170 feet to a stake in the north line of an alley; thence, in an easterly direction and with the north line of said alley about 52 feet to the west line of said Blume lot, conveyed to him by David and Mary Harshbarger; thence running with this line in a northerly direction and parallel with the east line of said Water street about 170 feet to a stake in the said south line of Main Street; thence with the said south line of Main Street West about 52 feet to BEGINNING", being a lot about 52 X 170 feet off the east side of Lot No.20.

NOTE: For convenience we shall designate the 25 X 170 feet as the corner and west side of Lot No.20 as Sub-Lot "A"; the lot 26 X 170 adjoining on the east as Sub-Lot "O", and the adjoining 26 X 170 feet, being the easterly part of Lot #20 on Sub-lot "D".

X I I I.

SUB - LOT "A".

George J. McComas, and

Bessie M. McComas, his wife.

To : Deed

H.E.Love.

Dated September 18th, 1914.

Recorded November 4th, 1914.

Deed Book 137, at page 196.

Properly signed and sealed. Certificate of acknowledgement proper save the fact that it is not dated.

Consideration \$1.00, cash paid, receipt acknowledged.

General warranty. "hereby grant"

CONVEYS: The westerly 25 X 170 feet of Lot No. 20 by the description heretofore shown.

XIV.

H.E.Love, and

Minnie Love, his wife,

To : Deed

H.C.Burgess, and Nelson Browning.

Dated June 25, 1920.

Recorded October 27th, 1920.

Deed Book 178, at page 32.

Properly signed, sealed, and acknowledged.

U.S.Revenue \$2.00.

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Consideration \$850.00, cash paid, and one note for \$850.00, executed by second parties, payable to H.E.Love one year after date.

General warranty.

"do hereby grant"

CONVEYS: Westerly 25 X 170 feet of Lot 20, by same description as heretofore shown. Vendor's lien retained to secure un-paid purchase money.

By Release dated January 15th, 1922, properly signed, and acknowledged by H.E.Love identifying the above instrument and of record in Release Book 51, at page 326, the foregoing lien is released of record.

VI.

H.G.Burgess, and

Lena Burgess, his wife,

Nelson Browning, and Ella Browning, his wife.

To

:

Deed

James Brady,

Geo.J.McComas,

D.A.Allen,

J.H.Maxwell,

H.S.Heffner,

S.V.Johnston, and

C.R.Jimison, Trustees, M.E.Church, South, at  
Barboursville, W. Va.

Dated January 11th, 1921.

Recorded March 21st, 1921,

Deed Book 182, at page 5.

Properly signed, sealed and acknowledged.

U. S. Revenue      \$4.50.

NOTE: In the acknowledgement of Nelson Browning and Ella Browning the Notary taking the same does not put the suffix "Notary Public" after his signature, but the certificate recited that he is a Notary Public in and for Logan County, West Virginia, and his official seal is attached to such acknowledgement.

Consideration    \$200.00, cash paid, and \$4300.00 payable in twelve months.

General warranty.

"do hereby grant, bargain, sell and convey".

CONVEYS: The following described real estate ~~situate~~ in the Town of Barboursville, Cabell County, West Virginia.

"BEGINNING at a stake in the south line of Main Street, 25 feet easterly from the intersection of said south line of Main Street with the east line of Water Street in said Village; thence in a southerly direction and parallel to said east line of Water Street about 170 feet to the north line of an Alley; thence in an easterly direction with the said north line of said alley, 26 feet to a stake therein; thence at right angles and in a northerly direction and parallel with the said east line of Water Street about 170 feet to a stake in the south line of Main Street; thence in a westerly direction and with said south line of Main Street, 26 feet to the BEGINNING". Being a lot 26 X 170 feet and part of Lot No.20 (which we refer to as Sub-lot "B").

Also, the westerly 25 feet front X 170 feet back of Lot No.20, described as hereinbefore set out.

"In trust, that said premises shall be used, kept, maintained and disposed of as a place of Divine worship for the use of the ministry and membership of the M.<sup>E</sup>. Church, South, subject to the discipline, usage, and ministerial appointments of said Church as from time to time authorized and decreed by the General Conference of said Church, by annual conference within whose bounds the said premises are situate". Vendor's lien retained to secure the payment of the unpaid purchase money.

By a release properly identifying the foregoing instrument, and acknowledged by H.G.Burgess and Nelson Browning, of record in Release Book 51, at page 317, the foregoing lien was properly released of record.

XVI.  
SUB-LOT "B".

Geo. J. McComas, and

Bessie M. McComas, his wife,

To : Deed

H.G.Burgess, and Nelson Browning.

Dated June 25th, 1920.

Recorded October 27th, 1920.

Deed Book 178, at page 31.

Properly signed, sealed and acknowledged.

U. S. Revenue \$1.50

Consideration \$650.00 cash, and \$650.00 payable to Geo. J. McComas in one year from date.

General warranty. "do grant and convey".

CONVEYS: By proper description Lot 26 X 170 (Sublot "B") Described by metes and bounds as the first lot under Item XV. Vendor's lien retained to secure the unpaid purchase money.



By a release properly identifying the foregoing instrument properly executed and acknowledged by Bessie M. McComas , Executrix of Geo. J. McComas, deceased, of record in Release Book 51, at page 327, the foregoing lien was released of record.

NOTE: This Sub-lot "B" was next conveyed to the Trustees of the M.E.Church, South, as set out under Item XV hereof.

XVII.

sub- Lot "C".

H.C.Blume, and

Ellen V. Blume, his wife,  
F.L.Blume, and Edna Blume, his wife,

J.H.Blume, and

Mary M. Blume, his wife,

E.W.Blume, Widower.

To : Deed

Geo.W. Clay, and

Scynthia Clay, his wife, jointly.

To : Deed

Dated August 31st, 1914.

Recorded October 21st, 1914.

Deed Book 137, at page 30.

Properly signed, sealed, and acknowledged.

Consideration of a house and lot in the City of Huntington W.Va. \$200.00 cash and \$400.00 to be paid in one year after date, evidenced by two notes--one for \$300.00, and one for \$100.00, due and payable to the order of J.H.Blume one year after date.

General warranty. "do grant, sell, and convey".

CONVEYS: Lot in Town of Barboursville, Cabell County,

West Virginia, bounded as follows:

"BEGINNING at a stake on the south side of Main Street 26 feet west of the north-east corner of the building now standing on Lot No.20, corner to lot sold to H.S.Hefner and F.W.Hefner and in line of Main Street; thence southerly and parallel with the east line of H.S.Hefner and F.W.Hefner, 170 feet, more or less, to a stake in the line of an alley and south-west corner of the said Hefner lot; thence west with the line of said alley, 26 feet to a stake; thence north, and parallel with the east line of Lot herein conveyed, 170 feet, more or less, to a stake in the line of Main Street, 26 feet to the BEGINNING", being a part of Lot No.20.

Vendor's lien retained to secure payment of unpaid purchase money.

By a Release properly identifying the foregoing instrument, properly signed and acknowledged by J.H.Blume and the First State Bank of Barboursville, of record in Release Book #48 at page 369, the foregoing lien was properly released, of record.

XVIII.

George W. Clay, and

Scynthia Clay, his wife,

To : Deed

W.N.Clay, and

Ira C. Kelly.

Dated October 5th, 1915,

Recorded December 6th, 1915, at 9 A.M.

Deed Book 142, at page 369.

Properly signed, sealed, and acknowledged.

U. S. Revenue \$1.00.

Consideration \$1,000.00, cash paid, receipt acknowledged

General warranty. "have bargained, and sold and hereby  
grant and convey".

CONVEYS: Part of Lot 20, being the second 26 foot sub-division  
of said lot from the east line thereof, and beginning at the  
north-west corner of H.S. and F.W.Hefner's 26 foot lot: thence  
south with the west line of said Hefner lot 170 feet, to an alley,  
26 feet to a corner of the Geo.J.McComas lot; thence west with  
the east line of said McComas lot and parallel with the first  
line about 170 feet to a boundary of the line of Main Street;  
thence east with the south line of Main Street, 26 feet to the  
BEGINNING".

XIX.

W.N.Clay, and

M.N.Clay, his wife,

Ira C. Kelly, and

Laura Kelly, his wife.

To : Deed

Geo. J. McComas,

D.A.Allen,

J.H.Maxwell,

H.S.Hefner,

S.G.Johnston, and

C.T.Jimison, Trustees, M.E.Church, South, of  
Barbourssville.

Dated February 22nd, 1921.

Recorded March 21st, 1921,

Deed Book 182, at page 3.

Properly signed, sealed, and acknowledged.

U.S.Revenue, \$3.00.

Consideration \$2900.00, cash paid, receipt acknowledged.

General warranty.

"do grant"

Conveys: Land in Town of Barboursville, Cabell County, West Virginia, being a part of Lot No.20, being the second 26 foot sub-division of said lot, and the same is particularly described as in the Deed last above set out.

"In trust that said premises shall be used, kept and maintained and disposed of as a place of divine worship for the use of the ministry and member-ship of the M.E.Church, South, subject to the discipline, usage, and ministerial appointments of said Church which as from time to time authorized, and decreed by the General Conference of said Church and by the annual conference within whose bounds the said premises are situate".

XX.

SUB-LOT "D".

H.C.Blume, and

Ellen V. Blume, his wife,

F.L.Blume, and

Edna Blume, his wife,

W.H.Blume, and

Mary M. Blume, his wife,

E.W.Blume, Widower.

To

:

Deed.

H.S.Hefner, and

F.W.Hefner, jointly.

Dated August 31st, 1914.

Recorded September 16th, 1914.

Deed Book 136, at page 262.

Properly signed, sealed, and acknowledged, except certificate of acknowledgement of Ellen V. Blume, wife of A.J. Blume, bears date of August 31st, 1914, and that of H.C. Blume September 1st, 1914. It is, therefore, defective and void as to the said Ellen V. Blume.

Consideration \$500.00, cash paid, and \$600.00, to be paid in one year, evidenced by three notes, payable to the order of J.H. Blume.

General warranty

"do grant, sell, and convey".

CONVEYS: Land in Town of Barboursville, Cabell County West Virginia, as follows:

"BEGINNING at the north-east corner of the building now occupied, the lot herein conveyed in the line of Main Street and the south side thereof; thence south and parallel with the east line of Water Street, 170 feet, more or less, to stake in line of alley; thence north with line of said alley and parallel with south line of Main Street, 26 feet to a stake in line of said alley; thence north and parallel with the east line of the lot herein conveyed, 170 feet, more or less, to stake in the line of Main Street; thence east with the line of Main Street 26 feet to the BEGINNING".

Being the easterly 26 X 170 feet of Lot 20, of the Village of Barboursville. Vendor's lien retained to secure the unpaid purchase money.

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By an instrument properly identifying the foregoing Deed, properly signed and acknowledged by J.H.Blume on April 12th, 1923, of record in Release Book 55, at page 510, the foregoing lien was properly released of record.

NOTE: The foregoing Deed was re-recorded October 14th, 1920, in Deed Book 177, at page 364 with the addition thereto of another signature of Ellen V. Blime, and a proper acknowledgement thereto which corrects the defective acknowledgement above reported.

XXI.

Edward A. Brannon, and

Linn Brannon, Special Commissioners.

To : Deed.

Henry S. Hefner.

Dated July 21st, 1919.

Recorded July 31st, 1919,

Deed Book 165, at page 53.

Properly signed, sealed, and acknowledged.

U.S.Revenue \$0.50

Consideration, Whereas, the Special Commissioners, in pursuance of the authority vested in them by decree of the Circuit Court of Lewis County, State of West Virginia, dated on the 23rd day of November, 1917, and on the 21st day of March, 1918, in the suit in Chancery therein pending in which H.S.Hefner, Administrator of Frank W. Hefner, deceased, this plaintiff and Esther J. Hefner, and others were defendants, did sell real estate herein afore mentioned, and conveyed according to the terms, conditions required by said decree. at which sale the said H S.Hefner be-

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came the purchaser for the sum of \$132.55, which said purchase money has been paid by said Hefner to said Commissioners, and

Whereas, the said Court by a subsequent decree made in the case on the 18th day of July, 1919, confirmed the said sale and directed a Deed of the real estate to be made to the said H.S.Hefner by the said Commissioners.

No warranty.

"do grant".

Conveys: An undivided one-half interest of the said F.W.Hefner in and to a lot of real estate in the Village of Town of Barboursville, Cabell County, West Virginia, as set out under the preceding item hereof, and being the easterly 26 X 170 feet of Lot No.20.

XXII.

H.S.Hefner, and

S.A.Hefner, his wife,

To

:

Deed

Henry Nash, and H.E.Love.

Dated July 1st, 1919,

Recorded August 9th, 1919,

Deed Book 165, at page 173,

Properly signed, sealed, and acknowledged.

General warranty.

"do grant"

CONVEYS: The easterly 26 X 170 feet of Lot No.20, Village of Barboursville, as shown on Map of record in the office of the Clerk of Court of Cabell County, West Virginia, and which 26 X 170 is particularly described as herein above set out.

## XXIII.

H.E.Love, and

Minnie F. Love, his wife,

Henry Nash, and Nannie E. Nash, his wife.

To : Deed.

James Brady,

Geo. J. McComas,

D.A.Allen,

J.H.Maxwell,

H.S.Hefner,

S.G.Johnston,

C.T.Jimison, Trustees M.E.Church, South, of  
Barboursville, West Va.

Dated January 12th, 1921,

Recorded March 21st, 1921,

Deed Book 182, at page V.

Properly signed, sealed, and acknowledged.

U. S. Revenue, \$4.00.

Consideration, \$200.00, cash paid, and \$3800.00 evidenced by note payable 12 months from date.

General warranty.

"do grant and convey"

CONVEYS: Lot, or piece of ground situate in the Town of Barboursville, West Virginia, being the easterly 26 feet of Lot #20 by 170 feet, and described as follows:

"BEGINNING at a stake in the south line of Main Street 103 feet east of the intersection of said south line of Main Street to the east line of Water Street, being at the north-east corner of the old Hotel building formerly owned by E.W.Blume



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and at the north-west corner of Lot No.19; thence in a southerly direction and parallel with the east line of Water Street, 170 feet, more or less, to an alley; thence with the north line of said alley in a westerly direction 20 feet to a stake; thence in a northerly direction and parallel to the said east line of Water Street, 170 feet, more or less, to a stake in the south line of Main Street; thence, in an easterly direction and with the said south line of Main Street, 26 feet, to the BEGINNING".

Also, another lot, or parcel of ground situate in the Town of Barboursville and known as the 24-1/2 feet of Lot No. 19, fronting on Main Street and extending back 170 feet to an alley, and conveyed to the first parties by H.S.Hefner.

In trust that said premises shall be kept, maintained, and disposed of as a place of divine worship, for the use of the ministry and membership of the Methodist Episcopal Church, South, subject to the discipline, usage, and ministerial appointments of said Church, as from time to time authorized and decreed by the General Conference of said Church and by the annual conference within whose bounds the said premises are situate. Vendor's lien retained to secure un-paid purchase money. A Release dated the \_\_\_\_\_ day of May, 1923, properly identifying the foregoing instrument and recorded in Release Book 56, at page 212, the foregoing lien has been properly released of record.

#### XXIV.

In the matter of the petition of the Trustees of the Methodist Episcopal Church, South, at Barboursville, West Virginia, on January 20th, 1922, C O B 32, at page 209, James Brady, D.A. Allen, J.H.Maxwell, H.S.Hefner, S.G.Johnston and C.T.Jimison filed their petition in the Circuit Court of Cabell County, West Virginia asking leave to sell and convey certain real estate -27-

belonging to such Trustees as representatives of said congregation, which leave was granted and petition ordered filed.

An order of publication stating the filing of the petition and the object thereof, was passed, which was to be posted on the front door of the Court House, and other conspicuous place on the premises at least ten days before the hearing, and that it be published in some news-paper of general circulation in Cabell County, which publications were to be one week apart, and a hearing upon the said publication was set down for February 4th, 1922.

The petition referred to in the foregoing order recites that they are the Trustees of the M.E. Church, South, and that the said Church is composed of a congregation and is organized and maintained as an Institution of Divine Worship; that they have duly and regularly confirmed as such Trustees at various times by your lower Court; that under the discipline, usage and custom of said Church, the power of directing the sale of any real estate owned and held by the Church is vested in, and controlled by the Quarterly Conference of said Church; that the latter 77 X 297 feet on the West side of the old public square in the Town of Barboursville, commonly called the old church property, of which they were the Owners, is no longer necessary for the purpose of their organization, and that they are now engaged in erecting a new church building on a different site, and that by resolution duly adopted and passed by the Quarterly Conference, a copy of which is attached, the said Lot 77 X 297 feet was ordered sold to the Trustees of Morris-Harvey College, and that by another resolution of the said Quarterly Conference, of said church, held on January 10th, 1922, the Trustees of said Church your petitioners, were directed to make sale of two lots which were

purchased for a new church site; the first lot being the easterly 26 X 170 feet of Lot #20, and the second being the westerly 24-1/2 X 170 feet of Lot #19, as the same is shown and described upon the official plat of said Town; that the Trustees of Morris-Harvey College have offered the sum of \$11,000.00 for the old church site and the sum of \$5,000.00 for the two lots last above mentioned. which sum the petitioners believe to be reasonable and fair and that more than one-half of the present membership of the congregation of such Church desire sale to be made, as aforesaid.

NOTE: This Abstractor was the attorney who represented such Church Trustees and secured the Order of Sale next mentioned and set out, and is willing to swear that the hearing and the entry of the Order of Sale was duly and regularly had on February 4th, 1922. It is believed that the Clerk of the Circuit Court or his employee for the sake of a few words on the typewriter necessary in closing and re-opening the order, entered the order on the 3rd day of February and not on the 4th, the day of which such proceedings were heard.

Decree entered February 3rd, 1922.

C. O. B. 22, at page 230.

Recites matter set out in petition coming on to be heard that the order of publication stating the filing of such petition and the object thereof is duly published and posted as required by the previous order, and upon the proof taken showing among other things that a majority of the members of said Church desired the sale of such property mentioned in the petition, and the Court being of the opinion that the sale of the real estate is proper, and the rights of others will not be violated, it is ordered that the

lot set out and described in the petition in the said order, being 77 X 200 feet be sold for the sum of \$11,000.00 to the Trustees of Morris-Harvey College, and that the petitioners be thereby empowered to execute deed therefor; and it further appearing that the said petition prayed for the sale of two other lots in said petition mentioned and described, it was further ordered that the said two lots of land be sold by said Trustees, either at private or public sale, whichever, in their opinion, will be most advantageous for the interest of the Church. If said land is sold at public auction then said sale must be advertised once a week for four weeks, and said petitioners were directed to make further report to this Court.

Bond was required of the said petitioners in the sum of \$15,000.00 for the final performance of their duties.

The bond referred to in the foregoing order was duly given.

Decree entered January 16th, 1923.

C.C.B. 33, at page 107.

The Trustees and Special Commissioners heretofore ordered and directed to make sale filed their report, which report was approved, ratified, and confirmed; and it appears that the Trustees of Morris-Harvey College, being the purchaser of a strip of land 2-1/2 feet wide, extending from Main Street to the alley, lying west of the old Hotel Edgar property for the sum of \$1.00, and that Lena Burgess, being the purchaser of the westerly 48 feet of the property ordered sold for the sum of \$5,000.00, thereby assuming the sum of \$2,800. indebtedness of the said Trustees to the First State Bank and \$2,200.00 cash, which sum has been paid, it was ordered

it was ordered that James Brady, D.A.Allen, C.T.Jimison, J.H. Maxwell, H.S.Hefner, S. G. Johnston, and T.W.Peyton, Trustees of said Church, and thereby appointed Special Commissioners for that purpose, were directed to execute, stamp, acknowledge and deliver for record and apt and proper deedfor the said property, as purchased.

The Commissioner's report referred to in the foregoing decree, in addition to the matters set out in the order, recommends a completion of such sale

By decree entered May 3rd, 1922.

C. O. P. 32, at page 311,

T.W.Peyton was confirmed as Trustee of said Church in the place and stead of Geo. J. McComas, deceased.

XXV.

James Brady, et al, Trustees,

To : Deed

Lena Burgess

Deed Book 205, at page 179,

Dated January 16th, 1923.

Recorded May 10th, 1923,

Properly signed, sealed, and acknowledged.

U. S. Revenue \$2.50.

The said deed is as follows:

THIS DEED, Made this the 16th day of January, 1923, by and between James Brady, D.A.Allen, C. T. Jimison, J.H.Maxwell H.S.Hefner, S.G.Johnston, and T.W.Peyton, as Special Commissioners and Trustees of the Methodist Episcopal Church, South, at Barboursville, parties of the first part, and Leha Burgess, party of the

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second part.

WHEREAS: The said Trustees and Special Commissioners in pursuance of the authority vested in them by the decree of the Circuit Court of Cabell County, West Virginia, made on the 4th day of February, 1922, in a matter in chancery therein pending, wherein, the parties of the first part, as Trustees of the said Barboursville M.E.Church, South, filed their petition, praying for the sale of certain real estate therein mentioned, a part of which is hereinafter mentioned and described, did sell the real estate hereinafter mentioned and reconveyed, according to the terms and conditions required by said decree, at which sale the said Lena Burgess became the purchaser thereof by assuming indebtedness of the said first parties to the First State Bank of Barboursville, to the amount of \$2800.00, a part of such indebtedness being secured by Vendor's Lien retained in deed of Love & Nash to said Trustees, and upon the property hereinafter conveyed, and for the further consideration of \$2200.00 in cash, and

WHEREAS, The said Court by a subsequent decree, made in the said cause on the 16th day of January, 1923, confirmed the said sale and directed a deed for the said real estate to be made to the second party by the said Trustees and Special Commissioners.

NOW, THEREFORE, THIS DEED, WITNESSETH: That the said parties of the first part, as Trustees of the Barboursville Methodist Church, South, and Special Commissioners aforesaid, do grant unto the said Lena Burgess, a certain lot, piece, or parcel of land situate, lying, and being in the Town of Barboursville, in Cabell County, West Virginia, and bounded and described as follows:

"BEGINNING at a point in the south line of Main Street of the said Town 77 feet in an easterly direction from the point of intersection of the south line of Main street with the east line of Water Street; thence, southerly, parallel to the east line of Water Street, 165 feet, more or less, to a point in the north line of an alley; thence easterly along and with the said North line of said alley, 48 feet (2-1/2 feet west of the Hotel Edgar building property line); thence northerly, and parallel to the said east line of Water Street, 165 feet, more or less, to the said south line of Main Street 48 feet to the place of BEGINNING BEING THE WESTERLY "" FEET OF Lot No.19, and he easterly 26 feet to Lot 20, of said Town.

And being a part of the same property conveyed to the Trustees of the said Church by H.E.Love and others by deed bearing date on the 12th day of January, 1921, and of record in the office of the Clerk of the County Court of Cabell County, West Virginia, in Deed Book 182, at page 7.

And on another day, to-wit, February 23, 1922, an order was entered correcting the errors noted above, which order is in C.O.B. 32, at page 269, and is as follows:

"In the matter of the Trustees of the Barboursville M.E Church, South, at Barboursville, West Virginia, for the sale of certain real estate.

This day came again the Trustees by their Attorney and represented to the Court that there appears of record in C.O.B 32, at page 231, an order of sale entered in this cause on



February 3, 1922, which order of sale was, in fact, entered on February 4th, 1922, and the hearings and proceedings had therein, as recited in such order, as entered on the 3rd day of February, was had on February 4th, and the Court after hearing evidence upon the motion finds that the order is entered on February 3rd, 1922, and of record in C.C.B. 32, at page 231, and the proceedings so mentioned and set out therein was had on February 4th, 1922".

It is therefore ordered that the said order be, and the ~~xxx~~ same is held to have been entered on February 4th, 1922, and this order is entered to correct said error.

C.W.Thornburg,  
W. I. Canter,  
C.L.Harshbarger,  
H.L.Clay,  
M.F.Conley,  
R.J.Yoak,  
Bruce McDonald,  
L.V.Kuntz,  
James Brady,  
O.F.Williams,  
B.M.Keith,  
C.A.Slaughter,  
R. A. Watts,  
Lee A.D.Tate, and  
J.R.Mullins, Trustees,  
Morris-Harvey College.

To : Deed

James Brady,

Dated June 1st, 1923,

Recorded September 2nd, 1923,

Deed Book 209, at 237,

U.S.Revenue \$16.00.

Properly signed, sealed, and acknowledged, save that the acknowledgement of M.F.Conley, Trustee, appears to have been taken by G.R.Burgess, Notary Public, Lawrence County, Kentucky, bear-



ing date on the 5th day of September, \_\_\_\_\_, and while the notarial seal appears to have been attached, yet the same is not mentioned in the certificate.

Consideration of \$5,000.00 cash paid, receipt acknowledged, and \$3,000.00 due in one year, and \$3,000.00 in two years, evidenced by notes bearing interest.

General warranty.

"do grant"

CONVEYS: Land in the Town of Barboursville, Cabell County, West Virginia, situate on the south side of Main Street of said Town, and described as follows:

First Parcel: Easterly  $3/4$  of Lot No.19.

Second " : That strip of land  $2-1/2$  feet in width adjoining the first parcel above described, along the west side thereof, being further described as the easterly  $2-1/2$  feet of the westerly  $4-1/2$  feet of said Lot No.19, and being the same land conveyed to C.W.Thornburg, and others, Trustees of Morris-Arvey College, by Deed of James Brady, and others, Trustees Barboursville M.E.Church, South, Deed of January 16, 1923, recorded in Deed Book 201, at page 461.

Vendors Lien retained to secure the unpaid purchase money.

Not released of record. 8/19/29

NOTE: The acknowledgement of M.F.Conley is believed to be sufficient, but notwithstanding this defect, this deed has not been executed according to the requirements of Section 7, Chapter 57, Code and we recommend that a new deed be secured following the requirements of Section 7.

CHAIN "B"

XXVII.

Edmund Morris,  
Elisha McComas, and  
Thomas Hatfield, Trustees,  
Town of Barboursville.

To : Deed

John Ward

Dated September 6th, 1813.

Recorded October 5th, 1813,

Deed Book 1, at page 316.

Properly signed, sealed and acknowledged by the Court  
of Cabell County.

Consideration \$48.50, cash paid.

No warranty. "hereby conveys"

CONVEYS: Lot No.19 in the Town of Barboursville, bound-  
ed as follows:

"BEGINNING at a stake on a cross street; thence  
south 35, W. 10 poles to a stake; E 55 W 6 poles to the BE-  
GINNING, containing 60 poles".

Said lot being conveyed according to the true in-  
tent meaning of the Act of the Assembly establishing the Town  
aforesaid.

XXVIII.

John Ward

To : Deed

James McGonigle, and

John Irvin.

Dated December 7th, 1813.

Recorded December 7th, 1813.

Deed Book 1, at page 303.

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Properly signed, sealed and acknowledged by the Court  
of Cabell County.

This Deed is as follows:

"This indebtedness, made and entered into this 7th day  
of December, 1813, between John Ward, of the one part, and  
James McGonigle and John Irwin, of the other part.

WITNESSETH: That the said John Ward hath bargained,  
and sold unto the said James McGonigle and John Irwin, for  
the consideration of the sum of \$65.00 to me in hand paid, a  
certain tract, or lot of land lying in the County of Cabell,  
Town of Barboursville, No.19. The said Ward warrants and  
defends from him, his heirs, executors and administrators  
forever, with the appurtenances thereunto belonging.

Given under my hand this 7th day of December, 1813.

JOHN WARD (SEAL).

NOTE: We are unable to find any disposition made of  
this property by John Ervin. James McGonigle, by deed in  
1817, and of record in Book 2, at page 193, conveyed an un-  
divided moiety to Cook Caldwell. By checking this conveyance  
we find that it applies to the easterly one-half of Lot No.  
19, and not to the westerly one-half. It may have been that  
the wife of Absalom Holderby was a daughter and sole heir at  
law of John Ervin; but of this we are not informed and can  
find no record pertaining thereto.

XXVIX.

Absalom Holderby, and  
America Holderby, his wife.

To : Deed

James Newman.

Dated June \_\_\_\_\_ A.D. 1830.

Recorded July 2nd, 1830.

Deed Book 4, at page 590.

Properly signed, sealed and acknowledged.

The privy acknowledgement of American Holderby, taken by Frederick G.L. Beuhring and S.Thornburg, Justice of Cabell County bears date July 7th, 1830. Certificates of recordation, including therein the acknowledgement of Absalom Holderby by the Clerk of the County Court is dated July 2nd, 1830, and in this certificate is a statement that on July 7th, 1830, the same was again presented and duly recorded.

Consideration \$50.00, cash paid, receipt acknowledged.

General warranty "have granted, bargained and sold and by these presents do grant, bargain and sell".

CONVEYS: The north-west moiety of a lot of land No.19, containing 60 poles, situate in the County of Cabell and Town of Barboursville, the whole lot being described by metes and bounds as set out in Item XVII.

X X X.

Andy Newman,

To : Deed

Absalom Holderby.

Dated March 24th, 1838,

Recorded March 24th, 1838.

Deed Book 6, at page 568.

Properly signed, sealed and acknowledged by the  
Clerk of Cabell County Court.

Consideration \$1,000.00, cash paid, receipt acknowledged.

General warranty.

"hath granted, bargained and  
sold and by these presents  
do grant, bargain and sell"

CONVEYS: The one-half of Lot 19 in the Town of  
Barboursville, but does not state which half.

XXXI.

Absalom Holderby, and America Holderby,  
his wife,

To : Deed of Trust.

Moses S. Thornburg, Trustee,

To secure Susan Holderby and Winn Himes & Co.

Dated December 26th, 1856,

Recorded December 26th, 1856,

Deed Book 12, at page 212.

Properly signed and sealed by Absalom Holderby and  
Moses Thornburg and acknowledged by said parties before the Clerk of Cabell County Court.

NOTE: American Holderby does not sign or acknowledge.

No warranty.

"do grant"

CONVEYS: In trust to the said Trustees the one-half of Lot No.19 in Barboursville, and other property in said

Deed. All of said land is shown as in Cabell County, Virginia, to secure to Winn Himes & Company, the sum of \$1160.93 and Susan Holderby about \$900.00; but if the said Absalom Holderby, his heirs, executors, or administrators shall fail to pay the said X X X X X deed aforesaid when legally demanded, then the said M.S.Thornburg, his executors, or administrators, shall sell the aforesaid real estate, or so much thereof as may be necessary, at public auction to the highest bidder for ready money, having advertised the time, terms and place of sale for thirty days on the Court House of Cabell County.

XXXII.

Absalom Holderby,

To : Deed of Trust.

M.S.Thornburg, of the 2nd part, and

Robert Allen, of the 3rd part.

Dated January 25th, 1856,

Recorded January 26th, 1856,

Deed Book 12, at page 250.

Properly signed, sealed and acknowledged by Absalom Holderby before Clerk of Cabell County Court.

Consideration \$1400.00.

General warranty. "doth hereby grant"

CONVEYS: In Trust Lot No. 19, and others, in the Town of Barboursville, cabell County, West Virginia, to secure Robert Allen \$1400.00 due by note of this date.

"Now if the said Holderby shall fail to pay the said sum of \$1400.00 when the same becomes due, then the said Trustees

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shall advertise and sell the property hereby conveyed at his own discretion and out of the proceeds pay off the debt, interest, and costs of this trust".

XXXIII.

Moses S. Thornburg, Trustee,

To : Deed

Benjamin P. Gardner.

Dated March 14th, 1857,

Recorded March 14th, 1857,

Deed Book 12, at page 284.

Properly signed, sealed and acknowledged before the Clerk of Cabell County Court.

Recites that the said Moses S. Thornburg, Trustee, in Deeds of Trust executed by Thomas Holderby, in trust, to secure certain sums of money mentioned in the said Trust Deeds to Winn Himes & Company for \$1160.93, and to Mrs. Susan Holderby in the sum of \$900.00, and their interest, and

Whereas the said M.S.Thorburg having advertised the time and place of sale as required by said Deeds of Trust, and did, on the 15th day of March, 1857, sell all the property in said Deeds of Trust mentioned as well real and personal property at which sale the said Benjamin F. Gardner became the purchaser for the sum of \$2,145.33, the amount of the debt, interests, and costs, he being the highest bidder.

Special warranty.

"hath granted, bargained and sold and by these presents do grant, bargain and sell".

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CONVEYS: One-half of Lot No.19 in Barboursville,  
Cabell County, West Virginia, and other property.

XXXIV.

J.E.Chilton, Special Commissioner,

To : Deed.

Bailey Thornburg.

Dated November 20th, 1890,

Recorded November 22nd, 1890,

Deed Book 34, at page 423.

Properly signed, sealed and acknowledged.

Recites that whereas Special Commissioner J.E.Chilton  
in pursuance of authority vested in him by decree of the  
Circuit Court of Kanawha County on the 30th day of March,  
1857 in a suit of chancery therein pending in which Eliza  
Jordan was Plaintiff and Emily S. Gardner, and others, were  
defendants, did sell the real estate hereinafter mentioned and  
conveyed according to the terms and conditions required  
by law, at which sale the said Benjamin F. Gardner became  
the purchaser for the sum of \$822.00, and the said Court  
having by recent decree made in the case on the 11th day of  
January, 1889, confirmed the said sale and the record of  
Deed for the said real estate to be made to the said Trustees  
by the said Commissioner, J.E.Chilton.

No warranty.

"hath this day granted and con-  
veyed".

CONVEYS: The real estate in the County of Cabell, State  
of West Virginia, and in the Town of Barboursville the  
following lots and parts of lots, as shown on the plat of



said Town of Barboursville, one-half of Lot 19 and other property to have and to hold, the said real estate and premises with all the right, title and interest: E.M.Jordan, Emily S. Gardner, Henry S. Gardner, Mary Samuels, John Samuels, Benjamin F. Gardner and R.B.Allen unto the said Bailey Thornburg, his heirs and assigns, forever.

NOTE: Bailey Thornburg, otherwise known as T.H.Bailey, died intestate in the year 1898, seized and possessed of various real estate in the County of Cabell, including the westerly one-half of Lot in Town of Barboursville and left surviving as his heirs at law, his widow, Nettie D. Thornburg, and his children Mable T. Reynolds, nee Thornburg, and T.H.Thornburg.

XXXV.

T.H.B.Thornburg, single,

Mabelle T. Reynolds, and

Lon V. Reynolds, her husband.

To : Deed.

Nettie D. Thornburg.

Dated October 15th, 1901.

Recorded October 24th, 1901,

Deed Book 63, at page 93.

Properly signed and sealed.

Consideration \$1,000.00, cash paid, and of the conveyance by the party of the second part to the parties of the first part of all her right, title and interest in and to the real estate of which T.H.B.Thornburg died seized and possessed, and particularly mentioned and described in said several convey-

ances and in accordance with an agreement among the widow and children of the said T.H.B.Thorhburg as to the partition of the estate of such decedant.

No warranty.

"do grant".

CONVEYS: 3rd Trust. All those certain lots, pieces or parcels of ground situate, lying, and being in the Village of Barboursville, Cabell County, West Virginia, known and designated upon the Official Map of said Village as Lots 19 and the westerly part of Lot No. 18 X X X X X; the westerly one-half of Lot No. 19 conveyed by J.E.Childers, Special Commissioner, by Deed dated February 20th, 1890, and of Record in Deed Book "T", at page 423.

XXXVI.

Netylie D. Thornburg, widow,

To : Deed

Cabell Investment & Development Company, a Corporation.

Dated June 15th, 1906.

Recorded June 21st, 1906,

Deed Book 84, at page 489.

Properly signed, sealed and acknowledged.

Consideration \$500.00, cash paid, by the issuance of 10 shares of the par and face value of \$50.00 cash of the capital stock of the grantee, receipt acknowledged, and one note for \$1500.00, with interest at 6%.

General warranty.

"has bargained and sold and hereby

grants and conveys"

CONVEYS: Land in Barboursville, County of Cabell, State of West Virginia, bounded and described as follows:

( ) BEGINNING at the north-west corner of Lot No.18 on the line of the property now owned and occupied by the Methodist Advocate Publishing Company at its intersection with Main Street; thence with the line of said Main Street, 100 feet in a westerly direction to the corner of Lot No.20 now owned and occupied by E.W.Blume; thence with the line of said E.W.Blume's lot, where it adjoins Lot No.19, 185 feet in a southerly direction to an alley; thence with the line of said alley, 100 feet in a southerly direction to the lot (Westerly part of Lot No.18) now owned and occupied by the Methodist Advocate Publishing Company, where it adjoins Lot No. 19, 185 feet in a north-westerly direction to the BEGINNING.

This being all the property owned by the party of the first part in the Town of Barboursville, fronting on Main Street between Center Street and Water Street.

Vendor's Lien retained to secure the un-paid purchase money.

Properly released by an instrument identifying the foregoing deed, properly executed and acknowledged by Nettie B. Thornburg October 14th, 1920, and of record in Release Book 48, at page 458.

( ) NOTE: Cabell Investment & Development Corporation was incorporated, and the charter appears to have been issued by the Secretary of State of the State of West Virginia on the 18th day of September, 1905, and was recorded on November 18th, 1905, in Charter Book No.1, at page 322. In this Charter we find the following clause:

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"B" To buy and sell real estate of all kinds and to act in the buying and selling of same, and other purposes which show conclusively that the Corporation is organized exclusively for the purpose of buying and selling real estate.

XXXVII.

Cabell Investment & Development Company, a Corporation,

By D.Blaine Shaw, Its President.

To : Deed

John A. Gross.

Dated November 15th, 1906,

Recorded November 23rd, 1906.

Deed Book 92, at page 537.

Properly signed, sealed and acknowledged.

Consideration \$100.00, cash paid, receipt acknowledged, and four notes for \$125.00 each.

General warranty. "has bargained and sold and here by grants and conveys".

CONVEYS: Land in the Town of Barboursville, Cabell County, West Virginia, bounded and described as follows:

"Western part of Lot No.19 (see Surveyor's Record) as laid down and designated upon the original map of plat of said Town of Barboursville, W. Va., being about 24--1/2 feet fronting on Main Street and running back 125 feet to an alley, being all the frontage of Lot No.19 not occupied by the new hotel property now being erected and immediately adjoining Lot No.20, owned by E.W.Blume and

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F. L. Blume and being bounded on the east by wall and line thereof of said Hotel; on the west by store and residence of E.W. and F.L.Blume, located on said Lot No.20".

Permit to use west wall of said new Hotel to attach building thereto is hereby given to the party of the second part by party of the first part.

Vendor's Lien retained to secure the unpaid purchase money.

By an instrument properly identifying the foregoing Deed, properly signed, sealed, and acknowledged by the Cabell Investment & Development Company by D.Blain Shaw, its President, dated September 20th, 1912, and of record in Release Book 25, at page 237, the foregoing lien was properly released of record.

XXXVIII.

John A. Gross, and

Lucy Smith Gross, his wife,

To : Deed

D. Blaine Shaw,

June 19th, 1911.

Recorded July 8th, 1911.

Deed Book 116, at page 6.

Properly signed, sealed and acknowledged save that the Notary Public taking said acknowledgement, namely, R. E. Bills, a Notary Public, of Wood County, State of West Virginia, did not put the suffix "Notary Public" after his signature, but his notarial seal which is thereto attached, he is fully described as a Notary Public of Wood County

State of West Virginia, in the certificate of acknowledgement.

Consideration \$1.00 cash, and other good and valuable considerations, receipt acknowledged.

General warranty. "do grant"

CONVEYS: Land and improvements in Barbourville Cabell County, West Virginia, being the westerly part of Lot No.19, as laid down and designated upon the original map or plat (See Surveyor's Record) in said Town of Barbourville, the same being 24--1/2 feet fronting on Main Street and running back with uniform width to the alley, about 185 feet, the said frontage on Main Street being all of the frontage of said Lot No.19 not occupied by the Cabell Investment & Development Company Hotel and Mercantile Building X X X X X together with all the privileges as to the use of the dividing brick wall of the said Hotel building as granted by said Deed of November 15th, 1906. [See Deed Book 22, at page 537).

XXXVIX.

D. Blaine Shaw, single,

To : Deed

Barbourville Clay Mfg. Company, a Corporation.

Dated September 25th, 1912,

Recorded November 7th, 1912,

Deed Book 125, at page 314.

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Properly signed, sealed and acknowledged.

Consideration \$1200.00 cash paid, receipt acknowledged.

General warranty. "have bargained and sold and  
hereby grants and conveys"

CONVEYS: Lot of Land with improvements thereon,  
situate, lying and being in the Town of Barboursville, County of Cabell, and State of West Virginia, to-wit:

"The remaining part of Lot No.19, being 24-1/2 feet fronting on Main Street and extending back 185 feet to an alley, by the same description as set out above, together with all the privileges of using dividing brick wall of said Hotel building, as granted in the said deed of Gross to the first party (See Deed Book 116, at page 6).

NOTE: The Barboursville Clay Mfg Company's Charter was granted by the Secretary of State of West Virginia on September 10th, 1908, and was recorded October 9th, 1909, in Charter Book 3, at page 45. The purpose for which said company was organized was to manufacture paving, pressed, building and other sorts of building brick for owning, building and leasing houses; owning and leasing personal property and real estate and selling the same, as set out in such Charter.

XL.

Barboursville Clay Mfg. Company, a Corporation,

By J.H.Maxwell, its President.

To : Deed.

H.S.Hefner.

Dated August 3rd, 1914.

Recorded September 19th, 1914.

Deed Book 138, at page 212,

Properly signed, sealed, and acknowledged.

Consideration \$125.00 cash, and other good and valuable considerations, receipt acknowledged.

General warranty. "has bargained and sold, and hereby grants and conveys".

CONVEYS: Land with improvements thereon situate in Barboursville, Cabell County, West Virginia.

"Being the westerly part of Lot 19, as shown and designated upon the original map or plat of said Village of Barboursville, being 24-1/2 feet, fronting on Main Street, and extending back 145 feet to an alley with uniform width, and reference is made to former deeds, together with all rights and privilege heretofore granted to said party of the first part for the use of the brick dividing wall of Hotel Edgar building adjoining the property hereby conveyed on the east".

XLI.

H.S.Hefner, and

S.A.Hefner, his wife.

To : Deed

Henry Nash, and

H. E. Love.

Deed dated July 11th, 1919.

Recorded August 9th, 1919,

Deed Book 165, at page 174,

Properly signed, sealed, and acknowledged.

U. S. Revenue \$1.00.



Consideration \$1.00, and other valuable considerations, and the assumption and payment to the Putnam County Bank of \$6000.00, secured by Deed of Trust in favor of the Putnam County Bank, of record in Trust Deed Book 98, at page 477, with remainder of said Lien to be paid by Hefner at the time of delivery of this Deed.

General warranty. "do hereby grant"

CONVEYS: Lot, piece, or parcel of ground situate in the Village of Barboursville, Cabell County, West Virginia, and known and described upon the official map of said Town as Lot No.19, to which map reference is here made for a more complete description of said Lot. Three-fourths of said Lot conveyed to S.H.Hefner by Putnam County Bank, Deed Book 135, at page 277, and 24-1/2 feet to said Hefner by Barboursville Clay Mfg. Company, Deed Book 136, at page 312, fronting 100 feet on Main Street and extending back in a southerly direction, 170 feet to an alley.

NOTE: The 24--1/2 feet, westerly part of Lot #19, covered by this "Chain "B" was conveyed to the Trustees of the M.E.Church, South, of Barboursville, by deed of Love & Nash, and their wives, dated January 12th, 1921, of record in Deed Book 182, at page 7, and formerly set out in Item XXIII, Chain of Title.

XLII.

James Brady, et als, Trustees,

To : Deed

C.W.Thornburg, et als, Trustees.

Dated 1/16/23,

Recorded Jan'y 2, 1923,

Deed Book 201 page 461,

Properly signed, sealed and acknowledged.

U.S.Revenue, none.

The said deed is as follows:

THIS DEED, made on this the 16th day of January, 1923, by and between James Brady, D.A.Allen, C.T.Jimison, J.H.Maxwell, H.S.Hefner, S.G.Johnston, and T.W.Peyton, Trustees and Special Commissioners of the Barboursville M.E.Church, South, parties of the first part; and C.W. Thornburg, H.L.Clay, R.J.Yoak, W.I.Center, C.F.Williams, J.F.Baker, B.M.Keith, C.A.Slaughter, C.L.Harshbarger, Bruce McDonald, L.V.Kcontz, James Brady, M.F.Conley, R.A.Warrrs and Lee A.D.Tate, Trustees of Morris-Harvey College, parties of the second part.

WHEREAS, The said Trustees and Special Commissioners in pursuance of the authority vested in them by a decree of the Circuit Court of Cabell County, West Virginia, made on the 4th day of February, 1922, in a matter in chancery therein pending wherein the parties of the first part, as Trustees of the said Barboursville M.E.Church, South, filed their petition praying for a sale of certain real estate herein mentioned, a part of which is hereinafter mentioned and

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and described, did sell the said real estate hereinafter mentioned and conveyed, according to the terms and conditions required by said decree at which sale the parties of the second part became the purchasers thereof for the sum of \$1.00 cash, paid, and

WHEREAS, the said Court by a subsequent decree made in the said cause on the 16th day of January, 1923, confirmed this said sale and directed a deed of the said real estate to be made to the said Trustees, parties of the second part, by the said parties of the first part.

NOW, THEREFORE, THIS DEED WITNESSETH: That the said parties of the first part as Special Commissioners and as Trustees of the Barboursville Methodist Episcopal Church, South, do grant unto the said parties of the second part as Trustees of Morris-Harvey College, all that certain lot, piece or parcel of land situate, lying, and being in the Town of Barboursville, in Cabell County, West Virginia, and bounded and described as follows:

"BEGINNING at a point in the South line of Main street where the westerly line of the Hotel Edgar property (now owned by said second parties) intersects the same; thence southerly along and with the said west line of the Hotel Edgar property 165 feet, more or less, to the south line of Main Street; and thence easterly along and with the said south line of said Main Street 2--1/2 feet to the place of BEGINNING", and being the easterly two and one-half feet of the westerly twenty-four and one-half feet of Lot 19, of the said Town of Barboursville. And being a part of the

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same property conveyed to the said parties of the first part by H. E. Love and others, by Deed bearing date on the 12th day of January, and of record in the office of the Clerk of the County Court of Cabell County, West Virginia, in Deed Book 182, at page 7.

#### LAND BOOKS.

The property mentioned and set out herein is charged on the Land Books of the Village of Barboursville, Cabell County, West Virginia as follows:

E.W.Blume,

1910, fee, Lot 20, Main Street.

1911, same,

1912, "

1913 "

1914, "

H.C.Blume, A.J.Blume, F.L.Blume and J.H.Blume.

1914, fee, Lot 20, Main Street.

1915 No charge.

Geo. J. McComas.

1915, fee, Lot 20, part 51 X 170, Main Street,

1916 same.

1917 fee, Lot 20, part 26 X 170, Main Street. In Name of Bessie M. McComas, wife of Geo.J.McComas.

1918, same land as 1917 but corrected in the name of Geo. J. McComas.

1919, same.

1920, same.

1921, No charge.

C. W. and Cynthia Clay.

1915, fee, Lot 20, part 25 X 170 feet, Main street

1916, No charge,

Wm. Clay and Ira C. Kelly.

1916, fee, Lot 20, part 26 X 170 feet, Main Street

1917, same

1918, "

1919 "

1920 "

1921, No charge.

H.E.Love.

1915, fee, Lot 20, part 25 X 170 feet Main Street.

1916 same.

1917 "

1918 "

1919 "

1920 "

1921 No charge.

S.H.Hefner and F.W.Hefner.

1917, fee, Lot 20, E 26 X 170 feet, Main street.

1918 same,

1919 "

1920 No charge.

Henry Nash and H.E.Love.

1920, fee, Lot 20, part E-128 X 170 feet, Main street

Lot 19, 100 X 170 feet from H.S.Hefner

John A. Gross.

1910, fee, Lot 19, W 24--1/2 X 185 feet.

1911, same.

1912, No charge.

D. Blaine Shaw.

1912, fee, Lot 19, W 24--1/2 X 185 feet. Main street.

1913 No charge.

Barboursville Clay Mfg Company,

1913, fee, Lot 19, W 24--1/2 X 185 feet. Main street.

1914, same,

1915, No charge.

H. S. Hefner,

1915, fee, Lot 19 W 24-1/2 X 165 feet Main street.

1916, same,

1917 "

1918 "

1919 "

1920, No charge.

The assessments under public property, we find the following:

Trustees Methodist Episcopal Church, South.

1920, fee, Prt Lot 20 26 X 170 feet Main street.

25 X 170 " " "

26 X 170 " " "

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20. E. 26 X 170 feet, Main street.

19. 25 X 170 " " "

1922, Same

1923 "

NOTE: 1924 taxes will be charged to James Brady for the E 2--1/2 feet of the W 24-1/2 feet of Lot 19, and against Lena Burgess for the W 22 feet of Lot 19.

This charge is a lien upon this land.

ADVERSE CONVEYANCES

None.

Trust Deeds

I

D. Blaine Shaw.

To : Trust Deed.

R.L.McClung, Securing John A. Gross.

Dated June 20, 1911

Recorded July 29th, 1911,

Trust Deed Book 82, at page 429,

Conveys in trust the westerly 24-1/2 feet of Lot  
No.19, Barboursville.

To secure two notes of \$150.00 each payable  
6 and 12 months after date; two notes for \$75.00 each,  
payable 15 and 18 months after date, and 19 notes for \$100.00  
each, the first due 21 months after date, and one due each  
three months thereafter.

Properly released. Book 25, at page 239, by Deed,  
John A. Grose, dated September 25th, 1912.

II.

Henry C. Blume, and

E.W.Blume.

To : Trust Deed.

John W. Miller, Trustee,

Securing Barboursville Building & Loan asso.

Dated April 22nd, 1890.

Recorded April 22nd, 1890.



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Trust Deed Book N, at page 43,  
Conveys in trust Lot #20, Barboursville.  
To secure payment of \$260.00.  
Properly released, Book 7, at page 452.

III.

E.W.Clay, and  
Cynthia Clay, et ux.

To : Trust Deed.

W.H.Donahoe, Trustee, Seciring W.P.Donahoe.

Dated November 16, 1914,

Recorded November 29th, 1914,

Trust Deed Book 101, at page 143.

Conveys in trust Lot 26 X 170 feet, part of  
Lot #20, Barboursville.

To secure one note for \$500.00

Properly released. Book 28, at page 367.

NOTE: By Deed of Trust, date March 25th, 1922  
Recorded March 30th, 1922. Trust Deed Book 170 at page 153,  
James Brady, and others, Trustees, conveyed to the Board of  
Church Extension M.E.Church, South, the northwesterly 77 X  
170 feet, part of Lot 20. To, secure \$10,000.00

This is not released of record but it does not affect  
the title of the property set out in the caption hereof.

Also, by Deed of Trust dated April 20th, 1922,  
Recorded May 27th, 1922, Trust Deed Book 171, at page 515,  
James Brady, and others, Trustees, conveyed to the Board of Church

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Extension M.E.Church, South, the northwesterly 77 X 105 feet  
part of Lot #20, Village of Barrhoursville. To secure \$10,000.00

This is not released of record but does not affect title  
of property set out in the caption thereof.

Further: The paving item for the paving of Water  
Street is assessed to part of Lot #20 owned by the Trustees  
of the M.E.Church. Trust Deed Book 197 at page 211.

This item does not affect title of property set out in  
the caption thereof.