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MS 76 Box 6 Notebook 8 - Barboursville church history

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MS 76
BX 6
NBK 8

Barboursville
Church History



MS 76
BX 6
NBK 8

This Deed. Made this 26th day of June, 1912, between Ann Dirton, widow of Harrison Dirton, deceased, Mary A. Dirton, single, Isabella Dirton, single, and Frank Dirton, widowed, heirs at law of Harrison Dirton, deceased, parties of the first part; and the Chesapeake & Ohio Railway Company, a Corporation, party of the second part.

Witnesseth: That for and in consideration of the sum of Two Hundred Dollars (\$200.00) cash in hand paid, receipt whereof is hereby acknowledged, the parties of the first part do hereby grant, bargain, sell and convey unto the Chesapeake & Ohio Ry. Company a Corporation, all that certain lot, piece, or parcel of ground situate, lying and being in Cabell County, West Virginia at or near Barboursville, and more particularly bounded and described as follows:

Beginning at a point in the northern right of way line of the C & O. Railway Company 40 ft. distant from, and at right angles to station, 1400 X 46 in the central line of the C & O. Railway Company's westward main track said point being 50 feet distant from the face of the back wall of the east abutment of the C & O. Ry. Co's bridge over Mud River; thence in a south-westerly direction along the C & O. Railway Co's right of way line 40 ft. distant from, and parallel with the center line of the C & O Railway Co's westward main track for a distance of 230 ft. to a point opposite, and at right angles to station 1398 X 16 P.T., thence continuing along the C & O. Railway Co's right-of-way line in a

South-easterly direction 40 ft. distant from, and parallel with the center line of the C & O. Railway Company's westward main track in a curve to the left with a radius of 282, 4, 9 ft. for a distance of 410.2 ft. to a point opposite and at right angles to station 1394 X 00 in the center line of the C & O. Railway Company's westward main track ; thence with an angle of 90 degrees to the left along the radial line of said curve, and with the right-of-way line the C & O. Railway Company's line for a distance of 20 feet to a point; thence with an angle of 90 degrees to the ^{right,} ~~left,~~ along the radial line of said curve, and with the right of way line of the C & O. Railway Company's line for a distance of 20 feet to a point, thence with an angle of 90 degrees to the right in a south-easterly direction in a curve to the left with a radius of 2804.9 feet 60 feet distant, and parallel with the center line of the C & O. Railway Company's Westward main track, for a distance of 98 feet to a point opposite and at right angles to Station 1393 plus 00; thence, with an angle of 90 deg. to the left along the radial line of said curve in a north-easterly direction ~~for a distance of 100 feet~~ ~~point~~ 100 feet distant from, and parallel with the center line of the Railway Company's Westward main track in a curve to the right with a radius of 2674.9 ft for a distance of 498.1 ft. to a point opposite opposite and at right angles to Station 1398 plus 16 P.T. in the center line of the C & O. Railway Co's westward main track; thence in a north-easterly -2-

direction 100 feet distant from, and parallel with the center line of the C & O. Ry. Co's westward main track for a distance of 230 feet to a point opposite and at right angles to Station 1400-46 in the center line of the C & O. Railway Co's main track; thence with an angle of 90 deg. to the left for a distance of 60 ft. to a point in the C & O. Ry. Co's right of way line, said point being the point of Beginning, Containing 0.89 acres, more or less. A plat of the said land herein conveyed is herewith filed, as a part hereof, and marked for identification: "C & O. Railway Company map showing additional right of way desired from the Harrison Dirton heirs. Scale 1", 100 ft. May 16th, 1912."

It is further understood and agreed that The Chesapeake & Ohio Railway Company is to erect and maintain a fence along the north side of the land herein conveyed.

And the parties of the first part covenant to and with the party of the second part that they have the right to convey the property herein conveyed, and that they will warrant generally, the title thereto.

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

Her
 Anna X Dirton (Seal)
 Mark.
 Mary A. Dirton (Seal)
 Isabele Dirton (Seal)
 Frank Dirton (Seal).

DEED BOOK 17. Page 174.

This Deed, Made this 1st day of August, 1870, by and between W.C.Miller and Eliza, his wife, of the first part; and Albert Laidley, of the second part.

Witnesseth: That for, and in consideration of the sum of Twenty Two Hundred dollars the said parties of the first part have granted, bargained, and sold unto the said party of the second part the following described property lying and being in the Town of Barboursville, Cabell County, Wvst Virginia;

Beginning at a cedar post on the south side of Main Street corner to H.J.Samuel's lot; thence with the line fence in a southerly direction to the south-west corner of stable on lot hereby conveyed; thence easterly to the South East corner of the garden; thence southerly, following the garden fence in a straight line to Main Street with the lot of B.H.Thackston; thence with Main Street to the Beginning, containing one acre, more or less.

To have and to hold unto the said party of the second part his heirs and assigns forever, with covenants of general warranty.

Witness the following signatures and Seals the day and year first above written.

W.C.Miller (Seal)

Eliza Miller (Seal).

Recorded July 20, 1871.

This Deed, Made this 3rd day of December, in the year of
Christ 1869, by and between Henry J. Samuels, La Fayette Samuels
and John Samuels, Mary T.T. Thornburg and Moses and her hus-
band, America E. McMillen, and Archibald, J., her husband,
all of the State of West Virginia, except John Samuels of Mt. Ster-
ling, Ky.

Witnesseth: That, whereas, the above named parties chil-
dren and heirs at law of John Samuels, dec'd by an agreement of
the of the 3d day of June, 18667, in a
of the home farm of said John Samuels, dec'd and which agreement
is of record and referred to as a print of this deed and to which
agreement a is affixed made by James Felix, Esquire,
and in which agreement lot np.1 containing fifty-six acres, was as-
signed and set apart to America E. McMillen in severalty. Lot No. 2
containing two acres of land to John Samuels in severalty. Lot
No.3, of 3 acres, 22-1/2 poles to Mary J. Thornburg in severalty;
Lots Number 4 and 5 to Henry J. Samuels and La Fayette Samuels,
jointly, and containing one hundred and six acres. The parties also
also give and grant unto H.J Samuels in severalty, two acres of land
commencing at the corner of said H.J. Samuels lot and James H. Fergu-
son lot, whereon they now reside; thence S 7 poles to a stake;
S 86 E 7 poles 12 links to a stake; thence S about 4 poles to the
corner of John Samuels lot, thence E. and with John's land 24 poles
9 links to A.E. McMillen's line; and thence N. 10 poles 4-1/2 links
to W.C. Mellin's corner and thence W. with Miller and H.J. Samuels to
the Beginning. And the parties hereto hereby severally grant to each
other all their rights, title and interest in and to the several
lots of land so set apart and confirm said partition so made in said
agreement so thst the wame shall be held in severalty by the said

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America E. McMillen, John Samuels, and the said Mary T. Thornburg as to lot number one, two, and three respectively, and to said H.J. Samuels, and La Fayette Samuels, as to four and five jointly and the parties released, and quit claim all rights to each other to affect that object; But which as John Samuels in his life time, executed a deed of trust to said H.J. Samuels dated the 8th day of March 1850 for \$1050.00 which trust deed was credited by the sum of \$88.68 paid as the of execution, it is expressly understood ~~and agreed~~ that this partition is not to affect the lien executed by said trust deed, but said H.J. Samuels retains his lien on the said lots here set apart in severalty for the amount of his trust; but if either of the parties should pay their proportionate share of the debt in said trust deed then, ~~said H.J. Samuels~~ should proceed against the defaulting parties and their lots of land.

Witness the following signatures and Seals.

H.J. Samuels	(Seal)
America E. McMillen	(Seal)
Archebald McMillen	(Seal)
Mary J. Thornburg	(Seal)
La Fayette Samuel	(Seal)
John Samuels	(Seal)

Recorded 31st day December, 1869.

This Indenture, Made the 6th day of March, in the year of our Lord, 1835, between William Strupe, and Margaret, his wife, Catharine Strupe, Philip Wintz and Elizabeth, his wife, Joseph Wintz and Polly, his wife, Melchor Merritt and Polly, his wife, of the County of Cabell and the State of Virginia, of the first part; and Frederick G.L.Beuhring, of the same County and State, of the second part.

Witnesseth: That the said parties of the first part, for and in consideration of the sum of five hundred and fifty dollars to them in hand paid by the said Fred'k G.L.Beuhring, the receipt whereof is hereby acknowledged, they, the said parties of the first part have granted, bargained and sold, and by these presents do grant, bargain and sell unto the said Fred'k G.L.Beuhring, his heirs and assigns forever, a certain piece, parcel or tract of land situate, lying and being in the County of Cabell, on ~~the~~ Mud River, and bounded as follows, to-wit:

Beginning at the turnpike road, near the house of the said Melchor Merritt; thence running with said Merritt line S 45 E. 48 poles to two white oaks and a pine; thence S 75, W 37 poles to the military line; thence S.W. 54 poles to a dogwood and hickory bushes, thence S 72 E. 136 poles to three red oaks, thence N. 75 E. 132 poles to a stake N. 1 E. 115 poles to an ash, a corner to Jacob Merritt's land; S 88 W 105 poles to a stake and two white oaks, corner of said Joseph Wintz's land; thence following said Joseph Wintz's line to Mud River bank, at the deep hole to a sycamore; thence down the said river and running thereon to the line between the said Wm.Strupe and Thomas Merritt; and thence S 20 W. -1-

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to Melchor Merritt line S. 77-1/2 E. to the turnpike;
road; thence with the said road to the Beginning,
containing two hundred and fourteen acres, be the same more or
less, together with all and singular, the appurtenances thereunto
belonging or in any wise appertaining. To have and to hold the
said land unto him, the said Fred'k G.L.Beuhring, his heirs and
assigns forever, and the said parties of the first part, for
themselves and their heirs, do here by covenant and agree to
and with the said Fred'k G.L.Beuhring, and his heirs that they,
the said parties of the first part will warrant and defend the
title to said land, free from the claim of themselves and their
heirs, and free from the claims of all other persons or persons,
whatsoever by these presents.

In Witness whereof, the parties of the first part have
hereunto set their hands and seals the day and year above writ-
ten.

Signed, sealed, and delivered in the presence of	William Strupe	(Seal)
	Margaret Strupe	(Seal)
	Joseph Wintz	(Seal)
	Mary A. Wintz	(Seal)
	Melchor Merritt	(Seal)
	Mary Merritt	(Seal)
	Catharine Strupe	(Seal)
	Philip Wintz	(Seal)
	Elizabeth Wintz	(Seal).

Admitted to record March 6th, 1835.

This Deed, Made this 9th day of August, 1872, between William T. Thompson, a Special Commissioner, as hereinafter mentioned V.R.Moss and Mary G. Moss, his wife, of the first part; and William Derton, of the second part.

Witnesseth: That, whereas, by a decree of the Circuit Court of Cabell County, West Virginia, on the 3rd day of August, 1872, in the cause pending therein in which the said V.R.Moss and wife were complainants, and Lucinda Maupin, and others were defendants, it was adjudged, ordered and decreed that William T. Thompson, who was thereby appointed a Special Commissioner for the purpose, should in the name and on the behalf said defendants, prepare, stamp, and acknowledge for record a deed conveying the said house and lot to the said Mary G. Moss. And, whereas, the said V.R.Moss and Mary G. Moss, his wife have requested that the said deed be made to William Derton, which is evidenced by the said V.R.Moss and Mary G. Moss, his wife, signing and acknowledging this Deed. Now, therefore, the said William T. Thompson to carry into effect the provisions of the said decree in consideration of the premises and the said V.R.Moss and Mary G. Moss, his wife, in consideration of the sum of Eleven Hundred Dollars, the receipt of which is hereby acknowledged, do give, grant, bargain, sell and convey unto the said William Derton the following described house and lot lying and being in the Village of Barboursville, in the County and State aforesaid, and bounded as follows, to-wit:

First, a lot of land containing thirty-six poles, more or less, Beginning at a stake, corner to the W.E.Feazel lot; thence with the turnpike N. 66 W. 40 ft. to a stake; thence N.3 E. 264 ft. to a stake S. 86 E. 40 ft. to a corner of said Feazel's

Beginning.

SECOND, A lot of land containing one acre, more or less, Beginning at a stake, corner to William Derton on an alley; thence with the line of William Derton, Harrison Derton, and the thirty-six pole Lot S. 86 degrees, E. in all 9 poles 5 links to corner of Feazel's lot, thence with said lot and Churches lot to A. W. Wingot's line; thence with said line 7 poles and 7 links to a stake; thence N 1 E. 9 poles and 32 links to a stake, thence W. 15 1/2 poles and 20 links to a stake on the alley, ~~thence~~ thence with the alley 9 poles and 17 links to the Beginning, being the same land and real estate upon which the said house in the decree and deed mentioned, as aforesaid, comprising together the said lot, which being the same said house and lot conveyed to the heirs of H.B. Maupin by deed from Jno. S. Witcher and wife dated 13th day of October, 1867, and of record in the Recorder's office of said County in Deed Book "A", Page 618.

To have and to hold unto the said William Derton his heirs and assigns, forever, with covenants of General Warranty.

Witness the following signatures and Seals.

Lucinda Maupin (Seal)
By William T. Thompson, Special Commissioner

A.S. Maupin (Seal)
By William T. Thompson, Special Commissioner

Nettie Maupin (Seal)
By William T. Thompson, Special Commissioner

Henry Maupin (Seal)
By William T. Thompson, Special Commissioner.
V.R. Moss (Seal)
Mary G. Moss (Seal)

Acknowledged Dec 5 1872
Acknowledged

Dec. 5, 1872.

DEED BOOK 178. Page 291.

This Deed, Made on this the 10th day of September, 1920 by and between Columbia L. Tiernan, single, and Thomas W. Taylor, G.N. Biggs and J.F. Holswade, the last three named Trustees of the James I. Kuhn Memorial Hospital, parties of the first part, and Barboursville Land Company, a Corporation, party of the second part.

Witnesseth: That for and in consideration of the sum of Six Thousand dollars (\$6,000.00) cash in hand paid, receipt of which is hereby acknowledged, and of the further consideration of four notes in the sum of \$5,000.00 each, bearing even date herewith, with interest at the rate of 6% per annum, payable semi-annually, said notes being executed by the Barboursville Land Company, a Corporation and payable to the order of Columbia L. Tiernan, and Thomas W. Taylor, G.N. Biggs, and J.F. Holswade, in one, two, three and four years after date, respectively, the said parties of the first part do grant and convey unto the said party of the second part all those certain tracts, pieces, or parcels of land situate in the Town of Barboursville County of Cabell, State of West Virginia, and bounded and described as follows:

FIRST TRACT, Beginning at a stake in the south right of way line of the C & O. Railway, said stake being 248 feet north-westerly along said right of way line from the West side of Depot Street, thence S 6 degrees 17' west 929.9 feet to a stake in the North line of Main Street curb, or edging, thence leaving Main St. N. 5 degrees 40' E. 268 feet to a stake, thence N. 87 degrees 31' W. 80.2 feet to a stake, thence N. 6 degrees 17' E. 10 feet to a stake; thence N. 83 degrees 55' W. 194' to a stake in the east line of a public alley, thence with the East line of said alley N 5 degrees 44' E. 186 ft. to a stake at the southeast corner of the cemetery, and on the northerly line of Cemetery Street, thence with the northerly line of the said Cemetery St. N. 50 deg. 45' W. 912.5 feet to a stake at the point of intersection of the Northerly line of Cemetery St. the westerly line of Water St. thence with the westerly line of Water St. S. 39 deg. 15' W. 112 ft. to a stake, thence leaving Water St. N. 57 deg. 30' W 210.1 ft. to a stake in the east line of Main Street or County Road; thence with

the E. line of Main St. or County Road N 8 deg. 38' E. 309.4 ft. to a stake; thence N 16 deg. 42' E. 90.2 ft. to a stake, thence W. 14 deg. 2' E 173. 7 ft to a stake, thence N. 11 deg. E 120.8 ft. to a stake, thence N 4 deg. 47' E. 136.6 ft. to a stake, thence E 7 deg. 46' E 290.5 ft. to a stake, thence N. 10 deg. 8' E. 97.4 ft to a stake, thence N. 19 deg. 56' E 67.1 ft. to a stake, thence leaving Main St. or County Road N 78 deg. 56' E. 48.8 ft. to a stake; in the southwest erly right of way line of the C & O Railway; thence south easterly with said right of way line of the C & O. Rail- way, thence south-easterly with said right of way line to the Beginning, containing 40.32 acres, more or less. Excepting and reserving out of the said ~~right of way line~~ Tract Number One certain parcels of land described as follows:

RESERVATION #1. Beginning at an iron pin near top of hill at a point marked on a Map made by the Leete-Maupin Engineering Company and referred to in and made a part of the said application; thence S 72 deg. N. 49 ft. to a stake; thence S 6 deg. W 256 ft. to a stake in Water Street, thence N 50 deg. W. 19.5 ft. to another stake in Water St. thence N. 6 deg. e 234.5 ft. to a stake near top of hill; thence S 72 deg. W. 184f surface measurement, to a stake in road; thence with road N. 16 deg. 30' E. 15.5 ft. to a stake; thence leav- ing road N. 72 deg. E 175 ft. surface measurement, to a stake near top of hill thence N 18 deg. w. 36 ft. to a stake; thence N 72 deg. E 80' to a stake, thence S 18 deg. E 80' to an iron pin, the point of Beginning, lying and situate in the Town of Barboursville, and con- taining.266 acres.

RESERVATION #2. Beginning at a point in the N line of Cemetary St. being the point of inter- section of the east line of the public alley and the North line of said Cemetary St. and being the SE corner of the Cemetary Lot, thence N. 21 deg. R 149.53 ft. to a point, thence N. 8 deg. 11' E 302 ft. to a point, being the NW corner of said Cemetary lot, thence S 7 deg. 20' W. 310.2 ft. to a point, thence S. 5 deg. 6' W. 245 ft. to the Beginning.

RESERVATION #3. Beginning at a point in the N. line of Main St., being the SW corner of the Kuhn Tract, thence N. 5 deg. 40' E. 268 ft. to a point, thence S. 87 deg. 31' E. 137' to a point thence S 5 deg. 40' W 265.5 ft. to a point in the North line of Main St. thence N. 78 deg. 15' W. along and with said North line of Main St. 137 ft. to the point of Beginning.

RESERVATION #4. Beginning at a point in the N. line of Main St. being the SE corner of reserva- tion No. 2, thence N 5 deg. 48' E 265.5 ft. to a point, thence S. 87 deg. 31' E. 50' to a point, thence S 5 deg. 40' W 264' to a point in the N line of Main St. thence N. 87 deg. 15' W. along and with the said North line of Main St. 50' to the point of Beginning.

RESERVATION #5. The said parties of the first part do further reserve the right of way 10 feet in width lying along the Easterly side of the following courses and distances: Beginning at a point in the North line of Cemetary Street as shown upon the accompanying plat thence N. 5 deg. 6' E. 484.3 ft. to a point; thence N 12 deg. 6' E. 353.5 ft. to a point; thence N 36 deg. 14' E 110 ft. to a point in the southdrly line of the C & O. Railway right of way and under which said right of way is located the public sewer line built and constructed by the Town of Barboursville.

RESERVATION #6. Beginning at a point on the North line of Main Street, also the SE corner of the Kuhn tract of land, thence N. 87 deg. 15 min. W 50' to a point. thence N 6 deg. 17' E 264 ft. to a point, thence S 87 deg. 15' E. 50 ft. to a point in the Easterly ~~xxxxxx~~ boundary line of said Kuhn tract, and thence S. 6 deg. 17' W 264 ft. to the point of ~~xxxxxxxxxxxx~~ Beginning.

SECOND TRACT: Beginning at a stake in the North right of way line of the C & O. Railway, said stake being 248 ft. north-westerly along said right of way line from the w. line of Depot Street, if produced, thence N 6 deg. 26 min. E 1632 ft. to a stake, thence S. 38 deg. 56' W 1218 ft. to a stake in the said North right of way line of the C & O. Railway, thence with the same in a south-easterly direction 771 ft. to the Beginning, containing 11.11 acres, more or less, a map or plat of which said tracts of land is attached hereto and made a part of this Deed.

RESERVATUON #1. Excepting and reserving out of the said Tract Number Two the following piece or parcel of ground: Beginning at the point of intersection of the Northerly right of way line of the C & O. Railway and the Eastern boundary line of the Kuhn Tract, said point being 65 ft. from the center of the road bed of the said railway; thence N. 6 deg. 26' E. along and with said Easterly boundary line 150 ft. to a stake; thence N. 83 deg. 34' W. 60 ft. to a point, thence S. 6 deg. 26' W to the said Northern right of way line of the C & O. Railway Company, thence South-easterly along and with the said Northerly right of way line of said railway to the point of Beginning, together with the right of way mentioned and set out in that certain Deed of Amanda M. Kuhn and husband to I.L.McDonie dated March 2, 1907, and of record in the Office of the Clerk of the County Court of Cabell County, West Virginia, in Deed Book 89, Page 502.

It is agreed between the parties hereto that if the party of the second part shall elect to subdivide said lands into lots or parcels of land for sale and shall desire to make clear title thereto in case of any such sale, that then, and in that event ~~xxxxxxx~~ C.W.Campbell

who is hereby appointed by the said parties of the first part for such purpose as their attorney-in-fact, shall execute from time to time, as desired by said party of the second part, partial Releases of the Vendor's Liens hereinafter retained in this Deed, provided however, that at the time of executing any such partial release the said party of the second part shall make a payment on account of said purchase money notes to be credited on the next note to fall due in the series as above recited, in addition to all other payments previously made, of 66-2/3rds% of the sale price of any Lot or Parcel of any such Tract of Land, as shown by a list or scale of prices, and a copy of which list or scale of prices is to be filed with the said C.W.Campbell, Attorney-in-Fact within ten days after the filing for record of any map sub-dividing said tract of land into lots or parcels of land for sale, and all payments so made shall be credited on the purchase money notes, as hereinbefore recited; and the interest shall be calculated on the face value of ~~the~~ such notes until the sum of such partial payments shall amount to at least the sum of \$1,000.00, and, thereafter, according to the balance due thereon.

It is further understood hereto, that the party of the second part is relieved of seeing to the application of the purchase money paid to the Attorney-in-Fact herein appointed; and any release or acquittance executed by the said C.W.Campbell shall operate as a complete release, and discharge of the lien upon the land described in any such instrument executed by him.

And the said parties of the first part covenant to, and with the said party of the second part that the title to the property herein conveyed is a marketable one; that the same is free and clear of liens and encumbrances; that they will warrant, specially the title to the same and do hereby reserve a Vendor's Lien to secure the payment of the unpaid purchase money

Witness the following signatures and seals.

Columbia L. Tiernan, (Seal)

G.N. Biggs (Seal)
Trustee First Presbyterian Church &
Ex-Officio Trustee of Jas. I. Kuhn Memorial
Hospital.

(U.S.Rev. \$26.00)

Thomas W. Taylor (Seal)
Trustee First Presbyterian Church & Ex
Officio Trustee of Jas. I. Kuhn Memorial
Hospital

J.F. Holswade (Seal)
Trustee First Presbyterian Church & Ex-
Officio Trustee of the Jas. I. Kuhn Mem-
orial Hospital.

Admitted to Record Nov.17,1920.

John Merrill Jr.
m. Lucy Woods
June 19, 1885
(Went to Dayton O.)

Christian J. Miller
m. Mary F Blake
Feb. 1, 1835
Divorced 1860?

Christiana Miller
m. Henry S. Bussell
June 19, 1838
David Kemper

Began at 97K.

John Merrill

m. Frances Lundas

1863 2-12

Nancy Mournie

m. Sylvester Cyrus

1870 (2-22)

John Merrill

m. Susan M. Linn

1876 (2-35)

Geo. Merrill

m. Katie Simon

1876 (2-36)

John Merrill Jr.

m. Alice V. Martin

Dec. 23, 1878

Olga Merrill

m. Wm. Baumgardner

Jan. 26, 1882

Will not
plat.

James & Phoebe Pinnell¹⁸
July 2, 1833.

This Indenture, Made the 2nd day of July, in the year of our Lord, 1833, between James Pinnell and Phoebe, his wife of the first part; and Edmund McGinnis, John Russell and John Samuels, Trustees of the Methodist Episcopal church, of the other part. All of Cabell County, Virginia,

Witnesseth: That the said James Pinnell and wife have granted, bargained, and sold, and by these presents do grant, bargain and sell unto the said parties of the second part and their successors, forever, for the use of the Methodist Episcopal Church, a certain piece, or parcel of land situate, lying and being in the said County of Cabell, on the waters of Mud River, and which is bounded as follows, to-wit:

Beginning at a stake which is a corner between Fred'k G.L. Beuhring, and the parsonage lot, adjoining the Town of Barboursville, belonging to said Methodist Episcopal church, and running thence S 60 E 4 poles to a stake; N 19 E 70 poles to a stake; N. 68, W. 3 poles and 9 links to a stake on Beuhring's line; thence S. 25 W 6 poles and 11 links to the Beginning, together with all and singular, the appurtenances thereunto belonging, or in any wise appertaining.

To have and to hold the said lot of land unto them, the said parties of the second part, and their successors, forever, for the use and benefit of the said Methodist Episcopal church; and the said James Pinnell and wife, for themselves and their heirs do hereby covenant and agree to and with the said parties of the second part that they will warrant and defend the title to said land, free from the claim of themselves and their heirs, and free

from the claim of all person, or persons whatsoever by these presents. In Testimony whereof, the said James Pinnell and wife have hereunto set their hands and seals this day and date abpve written.

James Pinnell (Seal)

Signed, sealed, and delivered in the presence of

Phebe Pinnell (Seal).

Recorded June 2, 1838.

Edmund McGinnis deed
Oct. 25, 1833. 70

DEED BOOK 5. Page 269.

This Indenture, Made and entered into this 25 day of October, in the year of our Lord one thousand, eight hundred and thirty-three, between Edmund McGinnis, Jr. John *Cannell* Senior, Lewis *Dodd* and William McComas, Trustees Trustees of the Methodist Episcopal to be located as hereinafter set forth, of the first part.

WITNESSETH: That the aforesaid Edmund McGinnis, of the first part, hath granted, bargained, and sold, and by these presents doth grant, bargain and sell unto the aforesaid Addison Hite, Edmund McGinnis, Jr. John Samuels, Lewis Dodd, and William McComas Trustees of the church, as aforesaid, a certain tract or parcel of land lying and being in the County of Cabell and part of a tract now in the occupancy of Edmund McGinnis, containing one acre, more or less, including the meeting house now erected on on said McGinnis' land and bounded as follows, that is to say the said Trustees is to have two poles in front of said meeting house, and one pole on each side, and in the rear of said house and to hold all and aingular, the appurtenances thereunto beldning, or in any wise appertaining thereunto, belonging, or in any wise appertaining, from the claim of the said Edmund McGinnis, himself, or his heirs, executors, administrators, and from all and every person or persons whatsoever, upon this condition, upon this condition: that is to say so long as the said church may use it as church, and when it shall so happen that it shall, from any cause, be abandoned, by said church, the fee simple is again to revert back to the aforesaid Edmund McGinnis, his heirs, executors and administrators. In Testimony whereof, I have hereunto set my hand & affixed my seal this day and year aforesaid.

Edmund McGinnis, (SEAL)

Joseph & Polly Wentz 21
July 2, 1838 - O.K.

Deed Book G-7 Page 69.

This Indenture, Made the 2nd day of July, in the year 1838, between Joseph Wentz and Polly, his wife, of the first part and Edmund McGinnis, John Russell, James Pinnell and John Samuels, Trustees of the Methodist Episcopal Church, of the second part, all of Cabell County, Virginia,

Witnesseth: That the said Joseph Wintz and wife for and in consideration of the sum of One Hundred Dollars, to them in hand paid, by the said Trustees, the receipt whereof is hereby acknowledged, they the said Joseph Wintz and wife have granted, bargained and sold, and by these presents do grant, bargain and sell unto the said Parties of the Second Part for the use of the said Methodist Episcopal Church forever, and their successors and trustees a certain lot of land situate, lying and being in the said County of Cabell, at the Northeast corner of the Town of Barboursville, in the County aforesd, and which is bounded as follows, to-wit:

Beginning at a stake at the N.E. Corner of the Town of Barboursville, and thence running N. 55 W 7 poles 13 links to a stake on a line of Fred'k G.L. Beuhring's land, thence with Beuhring's line N 25 E 11 poles to a stake; thence leaving Beuhring's line S 60 E 11 poles to a stake; S 8 W 17 poles & 14 links to a stake; N 85 W 10 poles and seven links on a line of said town; thence with it N. 35 E 9 poles & 4 links to the Beginning, together with the appurtenances thereunto belonging or in any wise appertaining, to the only proper use and behoof of the said parties of the second part their and each of their successors power for the use of the said Methodist Episcopal church, and the said Joseph Wintz and Polly, his wife, for themselves and their heirs, do hereby covenant and agree to warrant and defend the title to the said lot of land unto them, the said parties of the second part and their

successors forever free from the claim of themselves and their heirs and free from the claims of all other persons whatsoever by these presents .

In Testimony whereof, the said Joseph Wintz and wife have hereunto set their hands and seals the day and year above written.

Signed, sealed and delivered in { Joseph Wintz, (SEAL)
the presence of { Polly Wintz, (SEAL).

Acknowledged 2d July, 1838.

James & Phebe Pinnell²³
Dec. 23, 1853.

DEED BOOK 11. Page 195.

This Deed, Made the 23rd day of December, in the year 185³ between James Pinnell, Phebe, his wife, parties of the first part; and Chas. Roffe, John Samuels and Thomas Hatfield, Trustees of the Methodist Episcopal Church, south, and their successors, of the second part, Witnesseth: That in consideration of One Dollar the said John Pinnell and wife doth grant unto the said parties of the second part the following described tract of land, to-wit:

Beginning at a stake, corner to F.G.L. Beuhring's lot of ~~land~~ ground, and the school house lot, formerly the Parsonage Lot; thence N. 23-1/2 degrees, E. 17-1/2 poles to a stake, corner of Beuhring and in the line of Westhoff's land; thence with Westhoff's line S 75-1/2 degrees E 1 pole to a stake; thence leaving said line S. 20-1/2 poles to a stake in a line of said school house lot; thence with said line N. 61 degrees, W 9-1/2 poles to the Beginning.

To be used as a burying ground forever, and the said parties of the first part covenant with the parties of the second part that they will warrant, specially, the property hereby conveyed. Witness the following signatures and Seals.

Jas. Pinnell (Seal)

Attest:

Phebe Pinnell (Seal).

H.T.Samuels.

Acknowledged December 27th, 1853.

M. E. Church

Deed Bk. 11 p. 195

Dec. 23, 1853. James and
Phibe Pennell, for \$
deed to the Methodist Church

beg. at a stake corner to
J. G. L. Reubring's lot of ground
and the school house lot, for
merely the parsonage lot, thence

N. $33\frac{1}{2}$ E. $17\frac{1}{2}$ poles to a stake
corner of Reubring, and in
the line of Westhoff's land,
line

S. $75\frac{1}{2}$ E. 1 pole to
a stake, thence leaving
said line

S. $20\frac{1}{2}$ poles to a
stake, in a line of said
school house lot, thence
with said line

N. 61 W. $9\frac{1}{2}$ poles, to
the beg., to be used
as a burying ground
etc.

Deed Bk 7 p. 69

O.K. 25

July 2, 1838, Jos. & Polly

Went to the Methodist Church Trustees, for \$100

"Beginning at a stake, at the N.E. corner of the Town of Barrowsville, thence running

127.08 ft
90.08 ft

N. 55 W. 7 poles 13 links, to a stake on the line of Fredk. G. L. Benhring's land, thence with Benhring's line,

181.5

N. 25 E. 11 poles to a stake; thence leaving Benhring's line,

181.5 ft

S. 60 E. 11 poles to a stake;

S 8 W. 17 poles & 14 links to a stake;

289.26 ft

N. 85 W. 10 poles, and 7 links on a line of said town; thence with it,

169.62 ft

N. 35 E. 9 poles & 4 links to the beginning, ~~containing~~ together with, etc

15.1 ft
151.1

James & Phebe Pennell²⁶

To
Methodist Church
1833.

Deed Bk. 7 p. 40

July 2, 1833, James & Phebe
Pennell, for \$1⁰⁰, ~~deed~~ deed to
the Trustees of the M. E. Church,
"on the waters of Mud River

Reg. at a stake which is
a cor. bet. Fredk. G. L. Bewing
and the parsonage lot adjoin-
ing the Town of Barboursville,
belonging to said Methodist
Church and running thence

S. 60 E. 4 poles to a stake

N. 19 E. 70 poles to a "

N. 68 W. 3 poles & 9 links,
to a stake on
Bewings line, thence

S. 25 W. 6 poles & 11 links,
to the beginning,

(If this can be located,
it will locate the
parsonage lot.)

N. 35 E 70 poles 1 fl 6 in

Water Street

60 ft Street

S 55 E 50 po. 4 fl. 6 in

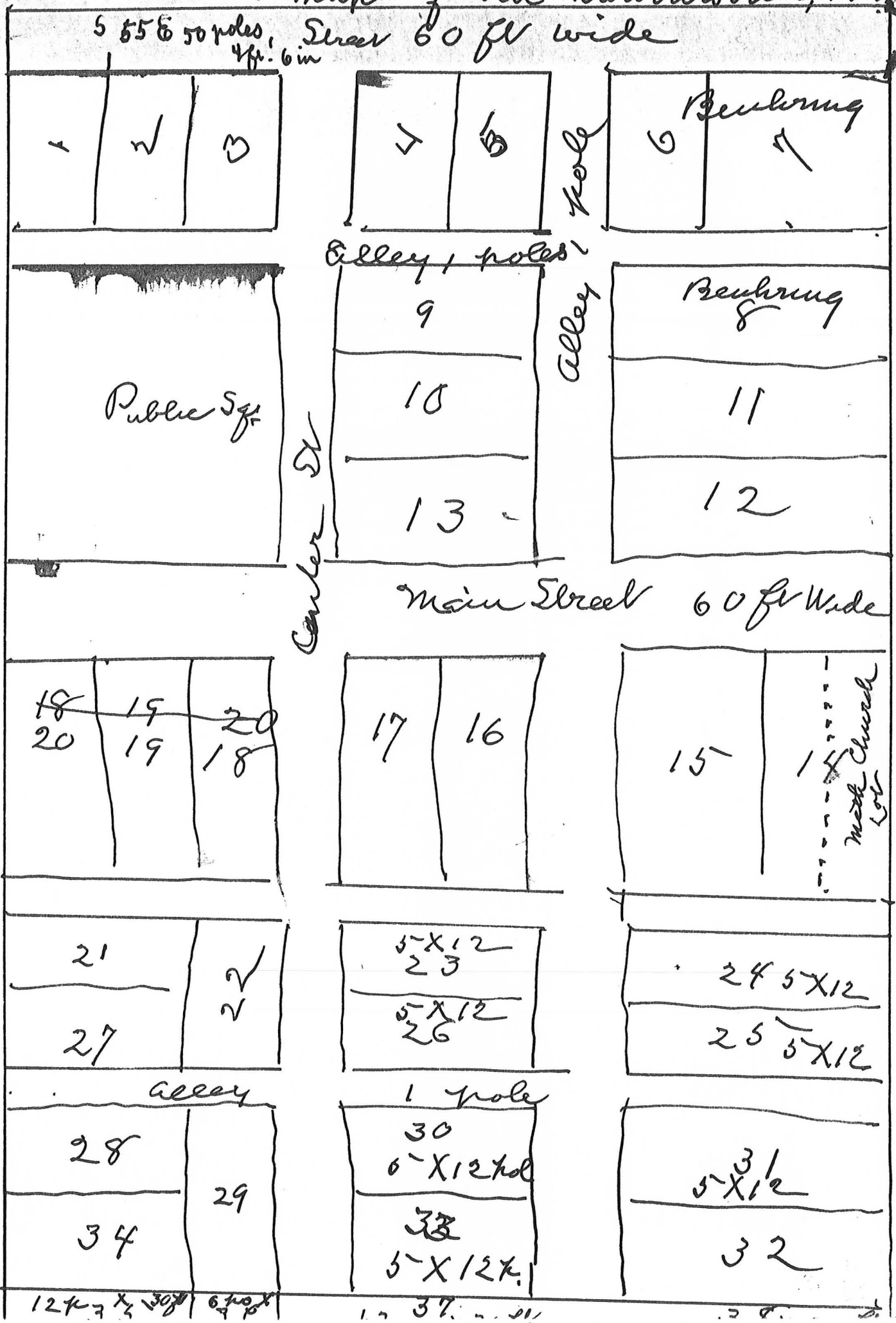
S 35 W. 40 po. 1 fl. 6 in

N. 55 W 50 po. 4 fl. 6 in

First Map of old Barboursville, 1813/28

5 55 6 50 poles, Street 60 ft wide
 4 ft. 6 in

Water Street



12 ft 7 1/2 poles 6 poles

1 1/2 37. ... 21'

3 8. ... 2'

This Indenture, Made and entered into this 4th day of March, 1828, between Joseph Wintz, of the County of Cabell and State of Virginia, of the one part; and ^{Absalom} Abraham Holderby, of the same County and State, ^{aforesaid,} of the other part, Witnesseth: That is to say the said Joseph Wintz for and in consideration of the sum of forty dollars, lawful money of Virginia, to him in hand paid at or before the en sealing and delivery of these presents, hath granted, bargained, and sold, and by these presents do grant, bargain and sell unto the said ^{Absalom} Abraham Holderby a certain tract or parcel of land lying and being in the County of Cabell and adjoining the Town of Barboursville, containing two acres of cleared land on the left hand of the road leading from the Court House up Mud River,

*Deed Bk 9
 W. 481 -
 Stout
 (Lots 11 & 12)
 to Mrs. Hal
 field)*

Beginning and adjoining the south-east of a lot belonging to the heirs of Benjamin Stout and thence running along the fence adjoining the road leading up Mud River so far as to form a square including two acres, to have and to hold all and singular, the appurtenances thereunto belonging, or in any wise appertaining free from the claim of the said Joseph Wintz, his heirs, administrators, executors and assigns forever and the said Wintz hereby covenants to warrant and defend the title of the aforesaid two acres of land unto the said Abraham Holderby, his heirs, executors, administrators and assigns forever,

In Testimony whereof, the said Joseph Wintz has hereunto set his hand and seal the day and year above written.

His
 Joseph X Wintz (Seal).
 Mark.

Admitted to record November the 4th, 1828.

Joseph Day - Lots 11 and 12³¹

DEED BOOK 3. Page 250.

This Indenture, Made this 5th day of November, in the year of our Lord One Thousand, Eight Hundred and Seventeen, between Joseph Day and Mary Ann, his wife, of the County of Cabell and Commonwealth of Virginia, of the one part and Thomas Ward, of the said County, of the other part.

Witnesseth: That for and in consideration of the sum of Six Hundred and Seventy-five dollars to the said Joseph Day in hand paid by the said Thomas Ward, the receipt whereof he doth hereby acknowledge the said Joseph ^{Day} Gray and Mary Ann, his wife, doth by these presents grant, sell and convey and by these presents do grant, bargain, sell and convey unto the said Thomas Ward, his heirs and assigns forever, two certain Lots in the Town of Barboursville, in the County aforesaid, known and designated in the plat of said Town by number eleven and twelve together with all and singular, the appurtenances thereunto belonging, or in any wise appertaining. To have and to hold the said Lots to him, the said Thomas Ward, his heirs and assigns forever. And the said Joseph Day and Mary Ann, his wife, do here by covenant and agree to, and with the said Thomas Ward that they will warrant and defend the lots free from the claim of themselves and their heirs and free from all other person, or persons whatsoever. In Testimony whereof, the said Joseph Day and Mary Ann, his wife, hath hereunto set their hands and seals the day and year first in this Indenture written.

Joseph Day (Seal).

Acknowledged November 5th, 1817.

DEED BOOK No.6. Page 91.

This Indenture, Made the 5th day of December, in the year of our Lord 1835 between Willis McKeand, Sally M.T. McKeand, , and John McKeand, and America, his wife, all of the County of Cabell, Virginia, of the first part; and John Merritt^{Sw}, of the same County and State, of the other part.

Witnesseth: That the said parties of the first part, for and in consideration of the sum of One Thousand, six hundred and twenty-five dollars, to them in hand paid by the said John Merritt, the receipt whereof is hereby acknowledged they, the said parties of the first part have granted, bargained and sold and by these presents do grant, bargain and sell unto the said John Merritt, his heirs and assigns forever, two certain lots of land situate, lying and being in the said County of Cabell in the Town of Barboursville, and known and designated in the plan of said Town by Numbers Ten and Thirteen, also two acres of land lying east, or south-east of said town and adjoining the same and lying north-east of the Turnpike road running from Cabell Court house to Kanawha County, and it being the same two areas which Absalom Hold-erby purchased from Joseph Wintz and wife by deed recorded in Xa-bell County Court Clerk's office, and for particular description of the boundaries of the said two acres of land reference may be had to the said deed, together with all and singular, the appurtenances thereunto belonging, or in any wise appertaining. To the only proper use and behoof of the said John Merritt, his heirs and assigns, forever. And the said parties of the first part, for themselves and their heirs do hereby covenant and agree to and with the said John Merritt and his heirs that they, the said parties

of the first part will warrant and defend the title to the said Lots Nos. 10 and 13 free from the claim of themselves, as also the title to said two acres of land and also, free from the claim of all and every person, or persons, whatever, by these presents. In testimony whereof, the said parties of the first part have hereunto set their hands and seals this day and date first above written.

Willis McKeand (Seal)
Sally M.F. McKeand (Seal)
John McKeand, (Seal)
America McKeand (Seal).

Signed, sealed, and delivered
in the presence of

Acknowledged December 14th, 1834.

DEED BOOK 5. Page 233.

This Indenture, Made this 2nd day of February, in the year of our Lord eighteen hundred and thirty-three between Joseph Wintz and his wife, of the County of Cabell and State of Virginia, of the one part; and James Pinnell, of the same place, of the other part, Witnesseth: That the said Joseph Wintz for due consideration of the sum of fifty dollars to him in hand paid, by the said James Pinnell, the receipt whereof is hereby acknowledged by the said Joseph Wintz and Polly, his wife have granted, bargained and sold, and by these presents have granted, bargained and sold unto the said James Pinnell, his heirs and assigns forever, a certain piece or parcel of land situate, lying, and being in the said County of Cabell, on the waters of Mud River lying near to, and east of the Town of Barboursville, and is bounded as follows, to-wit:

Beginning at a stake on the opposite side of the road from a stake, corner to two acres of land which John Samuels purchased ^{from} Joseph Wintz, on the top of the hill rising from the first branch, running through the Town of Barboursville and to run straight to a broken top white oak, thence to a forked white oak, in the line of Thomas Merritt's and Joseph Wintz, which land the said Wintz has sold to said Melchor Merritt but not yet conveyed, and thence on Thomas Merritt's to Fred'k G.L. Beuhring meadow fence following Beuhring's line, the line of the lot lately owned by Jacob Evalaizer, now by the Methodist Church, and the heirs of Absalom Holderby's two acre lot which he purchased of said Wintz to the Turnpike Road, thence with said road to the Begin-

ning supposed to contain one and one-half acres of land be the same more or less, together with all and singular, the appurtenances thereunto belonging or in any wise appertaining. I have and to hold the said land unto him, the said James Pinnell, his heirs and assigns forever And the said Joseph Wintz and wife for themselves and their heirs do hereby covenant and agree to, and with the said Joseph Wintz and wife will warrant and defend the title to said land, free from the claim of themselves or their heirs and free from the claim of all and every other person, or persons, whatsoever, by these presents.

In Testimony whereof, the said Joseph Wintz and wife have hereunto set their hands and seals this day and date first above written.

His
 Joseph X Wintz (Seal)
 Mark
 Her
 Polly X Wintz (Seal)
 Mark.

Signed, sealed, and delivered in {
 the presence of }.

The name of Melchor Merritt was erased & Joseph Wintz's name interlined three times on the first page and three lines on the last page before signing.

Recorded July 5, 1833.

35

Lots 6 & 7.
Deed Bk. 6 p. 88
Nov. 30, 1835, Adam and Elizabeth
Black, for \$30⁰⁰, deed to Fredk.
G. L. Benning, 2 certain lots
Nos. 6 and 7, See deed
to Black, from the Trustees
of the Town, Book A. p. 312

Deed Bk. 12 p. 530
March 3 1834, Fredk. G. L. and
Melena M. Benning, for \$1⁰⁰,
deed Lots 6, 7, & 8 to John
Merrill Sr.

Deed Bk. 5 p. 233
Feb. 3. 1833, Jos. Wentz & wife,
for \$50, deed to James Pennell,
a tract, "on the waters of Mud
River, lying near to and east
of the Town of Barboursville
"Beg. at a stake on the
opposite side of the road
from a stake corner to two
acres of land which John
Summels purchased of Jos. Wentz

34

on the top of the hill rising
from the first branch running
through the town of Barboursville,
and to run straight to a broken
top white oak, thence to a
forked white oak in the line
between Thomas Merrill and
Joseph Wentz, which land
the said Wentz has sold to
Thomas Merrill, but not yet
conveyed, and thence, on Thos.
Merrill's line to Fredk. G. L.
Burling's meadow fence, and
following Burling's line, the
line of the lot lately owned
by Jacob Evalsizer, now by
the Methodist Church, and
the line of Absolom Holderby's
two acre lot, which he pur-
chased of said Wentz, to the
turnpike road, thence with
said road to the beg.,
supposed to contain eight
and a half acres of land".

For Jacob Evalsizer

See 4-559

Joseph X Wentz
Polly X Wentz

Deed Bk. 4 p. 558

Dec. 29, 1829. Jacob Evalsger,
for \$ 1,42½, gives a deed of Trust,
to Elias Humphrey, (Solomon
Thomberg, Trustee) (due March
1, next - 1830 - by note)

(Above is only place in
either index, for Evalsger, and
relates only to personal property
such as tools, furniture, etc)

Deed Bk. 7 p. 157

April 14, 1838, John Seashole,
for \$200, deeds to James Pinnell, de
a certain lot or parcel of land,
"about two furlongs east
of the Town of Barboursville,
fronting on the main road,
leading from Cabell C. H. to
Kanawha, and "adj. said
Pinnell's lot where he now
lives, on the East containing,
by estimation, about three
acres

John Seashole

Deed Bk. 8 p. 500

Jan. 26, 1844, deed to
Pinnell near the Thos. Merrill
residence.

DEED BOOK 193. Page 192.

This Deed, Made on this the 10th day of February, 1922, by and between James Brady, D.A.Allen, J.H.Maxwell, H.S.Hefner, SG.Johnston, and C.T.Jimison, surviving Trustees of the M.E. Church, South, at Barboursville, West Virginia and Special Commissioners, parties of the first part; and C.W.Thornburg, W.I.Canter, C.L.Harshbarger, H.L.Clay, M.F.Conley, R.J.Yoak, A.E.O'Deall, Bruce McDonald, , E.H.Morton, L.V.Koontz, R.T.Webb, A.H.Land, J.E. Buckingham, H. J. Lockhart, James S. Brady, Trustee, of Morris-Harvey College, and their successors in office, parties of the second part.

Whereas, on the 20th day of January, 1922, the parties of the first part, as Trsutees of the M.E.Church, South, at Barboursville, W. Va. filed their petition, praying for the confirmation of the sale of the property, hereinafter mentioned and conveyed and the Circuit Court of Cabell County, West Virginia, by order duly entered in said cause, filed in the said petition, directed an Order of Publication do issue and set and named the 4th day of February, 1922, for a hearing upon the matters set out in the said petition, and

Whereas, on the said 4th day of February, 1922, the said cause came on for a hearing the said Order of Publication having been duly and regularly published and posted, as required by the prior order of said Court and the Court directed that the sale so made be confirmed, and directed that the said parties of the first part do make, execute, acknowledge, stamp, and deliver a good, apt, and proper deed of conveyance to the said parties of the second part for such lot of land, and hereinafter described.

Now, Therefore, This Deed Witnesseth: That the said parties of the first part, as Trustees of the Methodist Episcopal Church, South at Barboursville, West Virginia, and as Special Commissioners, as aforesaid, in consideration of the assumption and payment of one certain promissory, negotiable, interest bearing note, dated the 11th day of January, 1922, executed by the parties of the first part and payable to the order of H.G. Burgess and Nelson Browing, at the First State Bank, at Barboursville, West Virginia, in six months after its date, which said note is in the sum of \$4558.00 and secured by a Deed of Trust bearing date on the said 11th day of January, 1922 executed upon the property hereinafter ~~mentioned~~ mentioned and conveyed, and the further consideration of the sum of \$6442.00, cash in hand paid, the receipt of which is acknowledged, do grant and by these presents convey unto the said parties of the second part, as Trustees of Morris-Harvey College and their successors in Office, all that certain lot, piece, or parcel of land situated in the Town of Barboursville, Cabell County, West Virginia, and bounded and described as follows:

Beginning at the point of intersection of the North line of Main Street with the East line of Water Street thence Northerly along and with the said East line of Water Street, 297 feet, more or less, to the South line of ~~an~~ Alley, thence Easterly along and with the said South line of said alley 77 feet to a point; thence Southerly, parallel to the said East line of Water Street, 297 feet, more or less, to the said North line of Main Street 77 feet to the point of Beginning, and being a lot of land 77 X 297 (more or less), feet on the West side of the old Public Square, as the same

is designated upon the Official plat of the Town of
Barboursville, and commonly known, and called the "Old
Church Property."

The grantors herein, however, reserve possession of the Parson-
age Building on said lot of land for the time and period of six
months from and after the date of this Deed.

Said parties of the first part, as Trustees, for themselves and
their successors in office, do covenant to and with the said parties
of the second part that they will warrant specially the title to
the property hereby conveyed, save and except, however, as against
the Lien of the Trust Deed, payment of the indebtedness therein
secured, having been herein assumed by the said parties of the
second part.

Witness the following signatures and seals.

James Brady (Seal)
Trustee and Special Commissioner.

C.T.Jimison (Seal)
Trustee and Special Commissioner.

S.G.Johnston (Seal)
Trustee and Special Commissioner.

(U.S.Rev. \$6.50)

H.S.Hefner (Seal)
Trustee and Special Commissioner.

D.A.Allen (Seal)
Trustee and Special Commissioner.

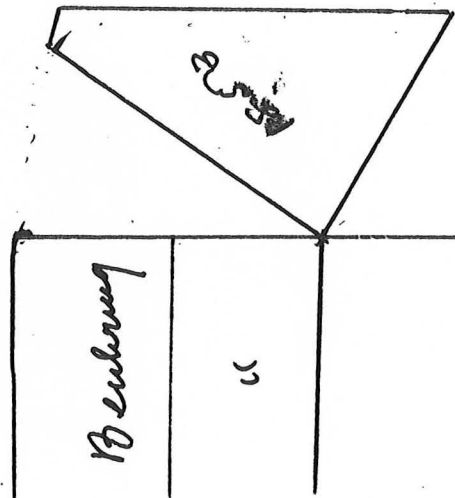
J.H.Maxwell (Seal)
Trustee and Special Commissioner.

Acknowledged Mar.20, 1922.

Box 396, Logan
James Dallas Morrison 41

b. Feb. 4, 1900

Son of Calvary and Naimie
Deacon, of Kilgore Co., dau. of
_____?
Calvary Morrison was son



Barboursville, W. Va.

March 31, 1951.

Dear Bob:

I have been studying about your proposition. It is possible I would be willing to give you \$2000.00 for the property. This might prove a big advantage to Don and Sarah, for I would very likely be able to let them use the land toward the river as a garden, and they need it.

Very truly yours,

Handwritten calculations:

$$\begin{array}{r} 16.5 \\ \underline{2} \\ 115.5 \\ \underline{8.58} \\ 124.08 \end{array}$$

$7\frac{1}{20}$

$$\begin{array}{r} 16.5 \\ \underline{8.58} \\ 82.5 \\ \underline{330} \\ 115.5 \end{array}$$
$$\begin{array}{r} 13 \\ \underline{66} \\ 198 \\ \underline{66} \\ 264 \end{array}$$

115

8

This Deed, Made the first day of December, 1887, by and between Mahala R. Kuhn and Elizabeth P. Kuhn, of the County of Washington and State of Pennsylvania, parties of the first part; and Amanda M. Kuhn, of the County of Cabell and State of West Virginia, party of the second part, Witnesseth:

That for and in consideration of the sum of One Dollar to them in hand paid, the receipt of which is hereby acknowledged the said parties of the first part do grant unto, the said party of the second part the following described piece or parcel of land situate in the Village of Barboursville, County of Cabell and State of West Virginia, bounded and described as follows, to-wit:

Beginning at a stake corner of the John Seashoal lot on Main Street of said Village, about 1/4 mile east of the Court House, thence N 3 E 40 poles to another corner of the Seashoal lot; thence N.87 W. 8 poles and 42 links to a stake, near the fence of James H. Ferguson, which is also a corner of the Seashoal lot, thence N 1-1/2 E. 18 poles and 19 links to a stake, corner to Jas. H. Ferguson; thence N. 75 W. 33 poles and 5 links to a stake on a branch flat near a sugar tree, thence N 36, E 109 poles to a stake; thence S 3-1/2 W. 155 poles to a stake, corner to the Albert Laidley Lot on the Main Street; thence S 89 W. 14 poles and 4 links to the Beginning, containing 26 acres, two rods and 24 perches of land as appears by a deed from Arnold Westhoff and wife to Abraham Snyder bearing date Sept. 10, 1869.

And the said parties of the first part covenant to warrant generally the title to the property hereby conveyed.

Witness the following signatures and seals.

Mahala R. Kuhn (Seal)

Elizabeth P. Kuhn (Seal).

Acknowledged 20th day of December, 1887.

THIS INDENTURE, Made ~~the~~ the 28th day of February, in the year of our Lord, One Thousand, Eight Hundred and Fifty, between William C. Miller and Eliza, his wife, of the County of Cabell and State of Virginia, of the first part and Arnold Westhoff, of the aforesaid County and State of Virginia, of the other part.

Witnesseth: The said William C. Miller and Eliza, his wife, for and in consideration of the sum of One Thousand, Five Hundred and Fifty Dollars to them in hand paid by the said Arnold Westhoff, the receipt is hereby acknowledged, have bargained, granted and sold, and these presents do grant, bargain and sell to the said Arnold Westhoff a certain tract or parcel of land lying in the County of Cabell and State of Virginia, and bounded as follows:

Beginning at a stake at the corner of the land of Thomas Merritt, on the Turnpike Road, east of the Town of Barboursville, about one-fourth of a mile; thence S 89 degrees, W. 14 poles and ~~xxxxxx~~ four links to a stake at the corner of the Lot sold to A.W.Wingo by W.C.Miller, N. 3 degrees, ⁶⁻⁴⁰ 40 poles to a Locust post, the corner of A W.Wingo's two corner Lot N 87 degrees, W. 8 poles and 4 links to a stake near the fence of James Pinnell, which is the corner of said Wingo's lot ^{again} N 1-1/2 deg. E 18 poles and 9 links to a stake; which is also the corner of said Pinnell's land N 15 deg. W. 33 poles and 5 links to a stake to a stake on a branch flat near a sugar tree N 36 E. 109 poles to a stake by a beech on the bank of Mud River; thence S 3-1/2 deg. W 155 poles to the Beginning the last course hemma is the line between Thomas Merritt and the land I hereby convey to the said Westhoff, containing by survey twenty-six acres two rods and twenty-four poles, be the same more or less, with its -1-

appurtenances, to have and to hold the above described tract or parcel of land to the only use and behoof of the said Arnold Westhoff, his heirs and assigns forever; and the said W.C. Miller and Eliza, his wife, doth covenant and agree to, and with ~~the~~ the said Arnold Westhoff to warrant and defend the title from themselves their heirs and assigns, and free from all persons claiming through, or under them and free from the claim or claims of all ~~and every person, through persons whatsoever.~~

~~them;~~ In Testimony the parties of the first part have hereunto set their hands and seals the year and date first above written.

W.C. Miller (Seal)

Eliza Miller (Seal).

This Deed, Made this 16th day of October, 1891, between James I. Kuhn and Amanda M. Kuhn, his wife of the County of Cabell and the State of West Virginia, parties of the first part; and Charles A. Baumgardner, of the County and State aforesaid, party of the second part, Witnesseth:

That for and in consideration of the sum of One Hundred Dollars in hand paid, the receipt of which is hereby acknowledged, the parties of the first part do grant unto the party of the second part, his heirs and assigns the following described piece or parcel of land situate in the Village of Barboursville, Cabell County, West Virginia, bounded and described as follows, to-wit:

Beginning at a stake, corner to the James H. Ferguson lands, as conveyed by Jno.W.Thornburg County Surveyor of Cabell County, West Virginia, thence S 33-3/4 West 180 feet, more or less to a stake in the line of the fence dividing the property of the parties of the first part, and Phillip M. Merritt and with same N. 54 West 65 feet, more or less, to the line of the street, and to the same Northwardly 170 feet, more or less, to a stake; thence S 59-1/2 E. 80 feet, more or less, to the place of Beginning, containing one third of an acre, more or less, and the parties of the first part hereby covenant with the party of the second part that they will warrant generally the title to the property hereby conveyed. Witness the following signatures and Seals.

Amanda M. Kuhn (Seal)
James I. Kuhn (Seal).

Deed Book 57. Page 274.

This Deed, Made this 21st day of July, 1897, between Jas. I. Kuhn and Amanda M. Kuhn, of the County of Cabell and State of West Virginia, parties of the first part; and Victoria Eggers, of the County and State aforesaid, party of the second part.

Witnesseth: That the said party of the first part for and in consideration of the sum of Ten Dollars, in hand paid, the receipt of which is hereby acknowledged, do grant unto the party of the second part the following described real estate, situate in the Village of Barboursville, Cabell County, West Virginia, and known and designated on a ~~Map~~ plat made by John H. Sanborn civil engineer of Kuhn's 1897 addition to the Barboursville cemetery, a copy of which plat was filed in the Office of the Clerk of the County Court of Cabell County, West Virginia, as Lot Number Four (4), and the said parties of the first part do hereby covenant with the party of the second part that they will warrant, generally, the title to the property hereby conveyed.

Witness the following signature and Seal.

Jas. Kuhn (Seal)

Amanda M. Kuhn (Seal).

Acknowledged 3rd day of January, 1900.

This Deed, Made this 21st day of March, 1899, between George E. Thornburg, John Cyrus, Frank Dirton, and Millard Thornburg, Trustees of the M.E.Church, South, at Barboursville, W. Va. parties of the first part; and Joel C. Donahoe, party of the second part.

Whereas, the said Trustees, in pursuance of the authority vested in them by a decree of the Circuit Court of Cabell County, West Virginia, made on the 9th day of December, 1898, in a proceeding therein pending "In the matter of the petition of Geo. E. Thornburg, and others, Trustees of the M.E.Church, South, at Barboursville, W. Va. for the sale of the Parsonage Lot," did sell the real estate hereinafter mentioned, according to the terms and conditions required by said decree, at which sale the said Joel C. Donahoe became the purchaser for the sum of Two Hundred and Fifty Dollars.

And, Whereas, the said Court, by a subsequent decree, made in the case on the 30th day of December, 1898, confirmed the said sale, and directed a deed for the said real estate to be made to the said Joel C. Donehoe, by the said Trustees. Now, therefore this Deed Witnesseth:

That the said Geo.E.Thornburg, John Cyrus, Frank Dirton, and Millard Thornburg, Trustees of the M.E.Church, South, at Barboursville, W.Va. as aforesaid, do grant unto the said Joel C. Donahoe a certain parcel of real estate situate in the County of Cabell, and the State of West Virginia, and bounded and described as follows:

All that certain lot or parcel of land known as the "Parsonage Lot" it being Lot #6, of the McCom- as Addition to the Village of Barboursville.

Witness the following signatures and Seals.

Geo. E. Thornburg	(Seal)
John Cyrus	(Seal)
E.F. Dirton	(Seal)
Willard Thornburg	(Seal).

Acknowledged 23d day of March, 1899.

This Deed, Made this 21st day of July, 1897, between Jas. I. Kuhn and Amanda M. Kuhn, his wife, of the County of Cabell and State of West Virginia, parties of the first part; and Mrs. G.W.Allison, of the County of Wayne, and state aforesaid, party of the second part.

Witnesseth: That the said parties of the first part, for and in consideration of twelve and 50/100 dollars, in hand paid, , the receipt of which is hereby acknowledged, do grant unto the paryy of the second part the following ddscribed real estate situate in the Village of Barboursville, Cabell County, West Virginia, and known and designated on a plat made by Jno.H.Sanborn Civil Engineer of Kuhn's 1897 Addition to the Barboursville Cemetery, a copy of which plat was filed in the Office of the Clerk of the County Court of Cabell County, West Virginia, as Lot number twenty-nine (29), And the said parties of the first part do hereby covenant with the party of the second part that they will warrant generally the property hereby conveyed.

Witness the following signatures and Seals.

Jos. I. Kuhn (Seal)

Amanda M. Kuhn (Seal).

Recòrded 31st day of May, 1900.

This Deed, Made this 20th day of November, A.D. 1867,
by and between James A. Holly, and Margaret, his wife, of the
first part; and John Seashoal, of the second part, all of the
County of Cabell and State of West Virginia.

Witnesseth: That for and in consideration of Thirteen
Hundred and Fifty Dollars, the said parties of the first part doth
hereby grant unto the said party of the second part, all that
tract or lot of land lying in the Village of Barboursville, in
the County aforesaid, bounded as follows, to-wit:

Beginning at a stake in the line of Main Street
at the south-west corner of A. Westhoff's lot,
thence with said Westhoff's line W 3 degrees E. 40
poles to a locust post; thence W. 87 degrees, W.
8 poles and 4 links to to a stake near the original
line of James Pinnell; thence with the last ~~mentioned~~
line, South to the line of the lot owned by Octavius
Church, and with the lines of the last mentioned lot
to the said Main Street, and thence East with the said
street to the Beginning, containing two acres of land,
be the same more or less, and is the same land deeded
to A.W. Wingo by W.C. Miller and wife by deed dated the
28th day of February, 1851, and conveyed to said James
A. Holly by said Wingo and wife by deed dated the
31st October A.D. 1865, together with all the tene-
ments, hereditaments, and appurtenances thereto be-
longing, or in any wise appertaining. To and for the
only proper use and behoof of the said John Seashoal,
his heirs and assigns forever, retaining a vendor's

lien for \$650.00 and interest from this day; and
the said James A. Holly doth hereby covenant to and
with the said John Seashoal that he will warrant gener
ally the title to the lot of land hereby conveyed.

Witness the following signatures and seals.

James A. Holly (Seal)

Margaret Holly (Seal).

Recorded 26th dayn of November, 1967.

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Lots 6 & 7 & 8

Deed Bk. 1 p. 313

Sept. 6, 1813, Trustees of
B'ville, for \$6⁰⁰ deeds Lots No.
6, for \$6⁰⁰, and No. 7 for
\$6⁵⁰ to Adam Black

Deed Bk. 2 p. 65

Nov. 6, 1815, Trustees of
B'ville for \$10, deeds
Lot No. 8 to John Irving
Also Lot 34 & Pt. of 35

Deed Bk. 6 p. 88

Nov. 30, 1835, Adam and
Elizabeth Black, for \$30, deed
to Fredk. G. L. Benning, Lots
6 & 7

Deed Bk. 11 p. 193

Jan. 24, 1854, John Merritt
trustee for
deeds to, Jane, his wife (Dau of
James Mc Cormick)
2 acres & lots

(See & copy deed)

Deed Bk 13 p. 210

Oct. 10, 1857, John Laidley, Spec
 Com. & Jane Merritt, in a suit
 bet. Jacob Merritt, March 1857,
 and the heirs and adms. of
 John Merritt dec'd, directed
 Laidley to sell Lots 6 & 7 &
 a 2 acre tract, also 2 acres
 adj. of which John Merritt had
 seized, Jane Merritt became
 the purchaser, and she after
 wards sold same to Geo F
 Miller, hence deed was made
 to him.

Lots 6, 7, & 18, also
 the two acre lot conveyed
 to Merritt by Willis Mc
 Keand.

By ^{5'} Gen. Fredk. Merrill
b. Aug. 6, 1880

John Merrill Sr

m. 1

Dundas

m. 2

Dundas

Four children by each

1. Susie Merrill

m. Wheeler

No children. He had
children by 1st wife

2. George Merrill

m. Katie Simon,
of Middleport, O.,
German descent.
12 children that
lived.

3. Jennie m. Fred Baumgardner bro. to Mout.

1. Sid Baumgardner
Committed suicide

2. Thomas -
m.

Separated

He was an opera
star on G. V. R. R.

3. Maud - Single

d. about 30 yrs

4. John Merritt Jr.
 m. Alice V. Martin
 sisters to Ernest & Bill
 a dau. Minnie
 m. _____ and
 went to Va.

m. 2 Lucy Woods - 7-8
 children. Live at
 Dayton, Ohio
 Dundas

m. 2

1. Lucy Merritt (Killed? in
 her home)
 m. Steve Johnson
 at the brickyard.
 No children by her
 but by 1st wife
 (one in B'ville) - a
 son. - 2 sons &
 a girl by 1st wife

2. Tom Merritt
 m. _____ Hatfield

3. Garland Merritt
 b.
 d. About 1900
 or before
 Never married
 Buried behind
 the residence.

4. A son - d.
 in infancy.

Geo. Merrill
m. Katie Simon

Children:

1. Leona m. Tom Turley, son

of

They lived in West Hunt
ington, sold home here &
went to Greenbrier Co. on a
farm & came back here

Two children

Agnes
m.

Margaret

Leona lives bet. Sharps
& Guyan River Bridge

Siella Merritt - Single
Lives on Neal St.

Frederick

b. Aug. 6, 1880

m. Lennie Thacker
dau. John and Eliza
Thacker, 4 children

Paul Frederick

m. Kathleen Kelley
Lives at Logan
3 children.

Elizabeth Merritt

m. 1 Livingston

One son -
Frederick

m. 2 Jim
Bullington of
Huntington
A son & dau.
Jim B. Jr.

Kay Ann B.
Lives in Roanoke
1 -

3. Frances Merrill

m. John Kelley
of Lawrence Co. O.

3 children

Palsy - 12 abou

Caroline C - 9

Margie - 4

4. Caroline Merrill

m. Bill Williams
of Huntington

no children

4. Julia Merrill - School teacher

She died about 1940
about 2 yrs. before her
mother. Her father about
1912. Sella has the
Bible.

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5. Margaret - died shortly
after she taught
Blake school.

6. Mary Merritt

m. Waller Humphreys
of Huntington. Lived
on S. side - 15th St
No children

7. Jessie Merritt

m. Henry Langdon
No children. They
live on 22nd St.,
bet 9th & 10th Ave

8. Nettie - Single -
Lives on Neal St.

9. Lelia m.

7th St.
about 8, 9
or 10th Ave.

Chief dispatcher at
C. & O.

No children

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Huntington, W. Va.

March 23, 1951.

Some time in 1896, or about that time, our Uncle Alfred Swartwood saw an article in the Ironton Register about one Fanny Sweet. He became interested in the story from the fact that she was claimed to have been a Lawrence County girl by the name of Fanny Brown, and that her sister, Sarah Brown, had married our Grandfather Ebenezer Earl Swartwood May 13, 1841. He thought Fanny Brown was our grandfather's first wife; but the story, itself shows very clearly that she was a sister to grand father's wife.

Some time ago John Lambert and I went to Ironton and found the article; and yesterday, March 22, 1951, we copied it in full.

Ironton Records:

Ebenezer E. Swartwood, married first

Sarah Brown , May 13, 1841.

Married second Sarah Goff,

Sept.28, 1845,

By Nathaniel Burcham, J. P.

Orren Swartwood married Elizabeth McMahon

Oct. 24, 1839.

By Phoneas D. Hull, J.P.

This Deed, Made on this the 10th day of September, 1920, by and between Columbia L. Tiernan, single, and Thomas W. Taylor, G.N. Biggs and J.F. Holswade, the last three named Trustees of the Firs Presbyterian church, of Huntington, West Virginia, and Ex Officio Trustees of the James I. Kuhn Memorial Hospital, parties of the first part; and Barboursville Land Company, a corporation, party of the second part.

Witnesseth: That for and in consideration of the sum of Six Thousand Dollars (\$6,000.00) cash in hand paid, receipt of which is hereby acknowledged, and of the further consideration of four notes in the sum of \$5,000.00 each, bearing even date herewith, with interest at the rate of 6% per annum, payable semi-annually, said notes being executed by the Barboursville Land Company, a corporation, and payable to the order of Columbia L. Tiernan, and Thomas W. Taylor, G.N. Biggs, and J.F. Holswade, Trustees, in one, two, three and four years after date, respectively, the said parties of the first part do grant, and convey unto the said party of the second part all those certain tracts, pieces, or parcels of land situate in the Town of Barboursville, County of Cabell, State of West Virginia, and bounded and described as follows, to-wit:

First tract beginning at a stake in the south right of way line of the C & O Railway, said stake being 248 feet north-westerly along said right of way line from the west side of Depot Street; thence S. 6 degrees 17' west 929.9 to a stake in the North line of Main Street; thence with the North line of Main Street N 87 degrees, 15' west 386.1 feet to a cross cut in concrete curb or edging, thence leaving Main St. N. 5 deg. 40' E. 268 feet to a stake; thence N. 87 degrees 31' W. 80.2 feet to a stake; thence N. 6 degrees 17' E 10 feet to a stake; thence thence N. 83 degrees, 55' W. 194 feet to a stake in the East line of a public alley; thence with the east line of said alley ~~thence~~ N. 5 degrees, 44' east 186 feet to a stake at the South-east corner of the cemetery, and on the northerly line of cemetery St. thence with the northerly line of said Cemetery Street N. 50 degrees, 45' west 912.5 feet to a stake at the point of intersection of the Northerly line of Cemetery St.

the Westerly line of Water Street; thence with the westerly line of Water Street S. 39 degrees, 15' west 112 feet to a stake; thence leaving Water St. N 57 deg. 30' W. 210.1 ft. to a stake in the West line of Main Street, or County Road N. 8 degrees 38' E. 309.4 feet to a stake; thence N 16 deg. 42' E. 90.2 feet to a stake; thence N. 9 deg. 11' E. 160.5 feet to a stake; thence N 11 deg. E. 120.8 ft. N 4 deg. 47' E. 136.6 ft to a stake; thence N. 7 degrees 46' E. 200.5 ft. to a stake, thence N 10 deg 8' E 97.4 ft. to a stake; thence N. 19 degrees, 56' E. 67.1 ft. to a stake; thence N 24 deg. 30' E. 59.1 ft. to a stake; thence leaving Main Street or County Road N 78 deg. 56' E. 48.8 ft. to a stake in the south-westerly right of way line of the C & O. Railway; thence south-easterly with said right of way line to the Beginning, containg 40.32 acres, more or less. Excepting and reserving out of the said ~~line~~ ~~tract~~ tract No.1 certain parcels of land described as follows:

Reservation No. 1 Beginning at an iron pin near top of hill at a point marked on a map made by the Lette-Maupin Engineering Company and referred to in and made a part of the said application: thence S 72 degrees w 49 ft. to a stake; thence S. 6 degrees, W. 256 feet to a stake, in Water Street; thence N. 50 degrees W 19.5 ft. to another stake in Water Street, thence N 6 deg. E. 234.5 ft to a stake near top of hill; thence S. 72 degrees, W. 15' to a stake; thence N. 18 degrees, W 32 ft. to a stake; thence S 72 degrees W. 184 ft. surface measurement, to a stake ^{in road;} ~~near top of~~ _{with road} hill; thence N 18 degrees W. 36 ft. to a stake; ; thence N. 72 de grees, E. 80 ft. to a stake; thence S 18 degrees E 80 ft. to an iron pin, the point of Beginning, lying and situate in the Town of Harboursville, and containg .266 acres.

Reservation No. 2: Beginning at a point in the N. line of Cemetary St. and being the SE corner of the Cemetary Lot; thence N 50 degrees 45' W. 260 ft. to a point, being the SW corner of the Cemetary Lot; thence N. 21 degrees R 149.53 ft. to a point; thence N 8 deg. 21' E 302 ft. to a point, being the NW corner of said cemetary lot, thence S ⁷² deg. 20' west 510.2 ft to a point; thence S 5 deg. 6' W. 245 ft. to the point of Beginning.

Reservation No. 3. Beginning at a point in the N. line of Main Street, being the SW corner of the Kuhn Tract, thence N. 5 deg. 40' E 268 ft. to a point, thence S 87 deg. 31' E. 137 ft. to a point. thence S 5 deg. 40' W 265.5 ft. to a point in the N. line of Min Street; thence, N 78 deg. 15' West, along and with said N. line of Main St. 137' to the point of Beginning.

Reservation No.4: Beginning at a point in the North line of Main Street, being the SE corner of Reservation No.3, thence N. 5 deg. 40' E 265.5 ft. to a point; thence S 87 deg. 31' E 50 ft. to a point; thence S 5 deg. 40' W 264 ft. to a point in the N. line of Main St. 50 ft. to the point of Beginning.

Reservation No. 5: The said parties of the first part do further reserve the right of way 10 ft. in width lying along the Easterly side of the following courses and distances: Beginning at a point in the North line of Cemetary St. as shown upon the accompanying plat, thence N8 5 deg. 6' E. 484.3 ft. to a point; thence N. 12 deg. 6' E. 352.5 ft. to a point; thence N 36 deg. 14' E 110 ft. to a point in the southerly line of the C & O. Railway right of way, and under which said right of way is is located the public sewer line built and constructed by the Town of Barboursville

Reservation No.6: Beginning at a apoint on the N. line of Main Street, also the SE corner of the Kuhn tract of land, thence N 87 deg. 15' W. 50 ft. to a point; thence N. 6 deg. 17' E 264 ft t to a point of Beginning.

Second Tract: Beginning at a stake in the N. right of way line of the C & O. Railway, said stake being 248 ft. northwesterly along said right of way line from the west line of Depot St., if produced, thence N. 6 deg. 26' E. 1632' to a beech, thence S. 38 deg. 56' W 1218 ft. to a stake in the said north right of wza y line of the C & O. Railway, thence with the same in a south-east-erly firection 771 ft. to the Beginning. containing 11.11 acres

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more or less, a map or plat of which said tracts of land is attached hereto and made a part of this Deed.

Reservation No. 1: Excepting and reserving out of the said Tract Number Two the following piece or parcel of ground: Beginning at the point of intersection of the northerly right of way line of the C & O. Railway, and the Eastern boundary line of the Kuhn Tract, said point being 65' from the center of the road-bed of the said railway, thence N. 6 deg. 26' E. along and with said Eastern boundary line 150' to a stake; thence N 85 deg. 34' W. 50 ft. to a point; thence S 6 deg. 26' West to the said Northern right of way of the C & O. Railway Company; thence south-easterly along and with the said Northerly right of way line of said railway to the point of Beginning, together with the right of way mentioned and set out in that certain deed of Amanda M. Kuhn and husband to I. L. McDonie, dated March 2, 1907 and of record in the Office of the Clerk of the County Court of Cabell County, West Virginia, in Deed Book 89, page 502.

It is agreed between the parties hereto that if the party of the second part shall elect to sub-divide said lands into lots or parcels of land for sale, and shall desire to make clear title thereto in case of any such sale, that then and in that event, C.W.Campbell, who is hereby appointed by the said parties of the first part for such purpose as their attorney-in-fact, shall execute from time to time, as desired by said party of the second part, partial releases of the Vendor's Liens hereinafter retained in this Deed, provided, however, that at the time of executing any such partial release the said party of the second part shall make a payment on account of said purchase money notes to be credited on the next note to fall due in the series, as above recited, in addition to all other payments previously made, of 66-2/3%

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of the sale price of any lot or parcel, of any such tract of land, as shown by a list or scale of prices and a copy of which list or scale of prices is to be filed with the said C.W.Campbell, Attorney-in-fact within ten days ~~sixty~~ after the filing for record of any map sub-dividing said tract of land into lots, or parcels of land for sale, and all payments so made shall be credited on the purchase money notes, as hereinbefore recited, and the interest shall be calculated on the face value of such notes until the sum of such partial payments shall amount to at least the sum of \$1,000.00, and thereafter, according to the balance due thereof.

It is further understood hereto, that the party of the second part is relieved of seeing to the application of the purchase money paid to the Attorney in fact, herein appointed, and any release or acquittance executed by the said C.W.Campbell shall operate as a complete release, and discharge of the lien upon the land described in any such instrument, executed by him.

And the said parties of the first part covenant to, and with the said party of the second part that the title to the property herein conveyed, is a marketable one; that the same is free and clear of liens and incumbrances; that they will warrant, specially the title to the same, and do hereby reserve a vendor's lien to secure the payment of the unpaid purchase money.

Witness the following Signatures and Seals.

Columbia L. Tiernan (Seal),

G. N. Biggs (Seal)
Trustee First Presbyterian Church & Ex Officio Trustee of Jas. I. Kuhn Memorial Hospital.

Thomas W. Taylor, Trustee (Seal)
First Presbyterian Church & Ex Officio Trustee of Jas. I. Kuhn Memorial Hospital.

J. F. Holswade (Seal)
Trustee First Presbyterian Church,
and Ex Officio Trustee of the Jas. I
Kuhn Memorial Hospital.

Acknowledged November 17, 1920.

DEED BOOK 9. Page 481.

This Indenture, Made the 24th day of April, in the year of our Lord 1848 between Oliver H. Stout, of the first part & Thomas Hatfield, of the second part.

Witnesseth: That, whereas, by a decree of the County Court of Cabell County, in chancery of the date of the 24th day of November, 1845, in the case Thomas Hatfield, against Olliver H. Stout, Matthew T. Scott, Leslie Combs and John Laidley it was decreed in part as follows; And now this cause came on to be heard upon the Plaintiff's bill and exhibits, and being argued by the Plaintiff's counsel, upon consideration, the Court is of opinion that the plaintiff has shown himself entitled to a specific execution of the contract exhibited. Therefore, it is adjudged, ordered and decreed that the defendant, Olliver H. Stout, do prepare, sign, seal and acknowledge for record a proper and apt deed of Bargain and Sale conveying and assuring to their plaintiff the Lots Nos. 10 and 12 in the Barbourville, with all and singular, its appurtenances, with Covenants of General Warranty, and upon his failure to do so within thirty days from this date that then John Kamuels, who is hereby appointed a Special Commissioner for that purpose, do in like manner prepare, sign, seal and acknowledge for Record a like Deed for and in the hand of and on the behalf of the said Olliver H. Stout, with like Covenants of Warranty conveying and assuring to the said Plaintiffs the said Lots No. 11 and 12, and that the Defendant, Stout, pay the Plaintiff his costs, &c".

Now, this Indenture, Witnesseth: That for and in consideration of the premises and decree aforesaid, and for the consideration of One Dollar to the said Olliver H. Stout, paid by the said Thomas Hatfield, the receipt of which is ^{whereof} is hereby acknowledged, he,

the said Olliver H. Stout hath granted, bargained, and sold, and by these presents doth grant, bargain and sell unto the said Thomas Hatfield, his heirs and assigns forever Two certain lots of land situate, lying, and being in the said County of Cabell, Virginia, being Lots Nos 11 and 12 as designated in the plat of the said Town, together with all and singular, the appurtenances thereunto be longing, or in any wise appertaining. To have and to hold the said lots of land unto him, the said Thomas Hatfield, his heirs and assigns forever. To and for the only proper use and behoof of him, the said Thomas Hatfield, that he will warrant and defend the title to the said lots of land free from the claim of himself and his heirs and fr e from the claim of all persons whatsoever, by these presents.

In Testimony whereof, the said Olliver H. Stout hath hereunto set his hand and seal this day and year first ~~before~~rewritten.

(Signed) Olliver H. Stout (Seal)

By John Samuels, Special Commission^{er}

Signed, sealed, and delivered in the presence of

Recorded 24th April, 1848.

Deed Bk. 4 p. 79.

Nov. 12, 1825, Heirs of Tom. Merrill, to Elizabeth Durling:

"Beg. at a stake at the S.W. corner of the Town of Barboursville, and corner of John and George Merrill, thence

N. 53 W. 15 poles to a sycamore down under the bank thence with Guyandotte river and its meanders, to mouth of Mud river, thence up Mud River, and with its several meanders, so as to exclude the mill, at the Falls of Mud river, and the two acres of land attached thereto, to a sycamore, a corner of Thomas Merrill's lot on the N. side of Mud river, thence

S. 25 W. 250 poles to a stake on Lot 23, in said town and being corner of

The several lines of this town to the beginning" - 68 3/4 Joseph 71 1/2 11 1/2 11 1/2 A. 1

Deed Bk 4 p. 75

Nov. 12, 1825; Heirs of William
Merritt to Joseph Wenzel:

"Beg. at a stake on the N
side Barboursville, upon Lot No. 3,
thence,

N 35 E. 25 poles to a stake, &c

S 77 1/2 E. 327 " To white oak, &c

S 88 W. 50 " " " "

S 47 E. 50 " " a pine, &c

on the hill one of the
military corners, thence,

S. 73 W. 80 poles to a stake,

N. 77 1/2 W. 90 poles to the

Town of Barboursville

and with the line
of said town to the

Beginning. " 77 acres
etc.

Deed Bk. 4 p. 82.

Nov. 12, 1825, Heirs of William
Merrill, to John Merrill, a tract
"lying and being, on Guyandotte
river

"Beginning at a stake on
the S. W. corner of the Town of
Barboursville, thence

S. 2 E. 160 poles, to hornbeam,
^{etc.}

N. 72 W. 24 poles to a stake

S. 72 W 52 " " an ash, etc.

N. 2 W 172 " to a large
red oak on the bank
of Guyandotte river

S. 86 E. 46 poles, to a sugartree,

N. 73 E 22 " to a small
sycamore, standing
down the bank.

S. 50 E 15 poles to the
beginning - 85 $\frac{1}{4}$
acres, more or less

Deed Bk 4 p. 83.

Nov. 12, 1825. The heirs
of William Merrill dec'd., to
Geo. Merrill:

Begin at a stake, corner of
John Merrill's lot, and on the S.W.
corner of the town, thence

S. 2 E. 160 poles, to a stake

S 62 E 80 poles, " " "

N. 2 W. 164 poles, to a
stake on Joseph Wentz

N. 77 W 20 poles along with
the Wentz line to the
Town of Barboursville,
thence with the several
lines of said town to
the beginning — 77 acres.

To George Merritt ⁷⁵

DEED BOOK 4. Page 83.

This Indenture, Made and entered into this 12th day of November, in the year of Christ One Thousand, Eight Hundred and Twenty-five, between Elizabeth Durting, John Merritt and Saliy, his wife William Strupe, and Margaret, his wife, Joseph Wintz and Polly, his wife, Jacob Merritt and Barbara, his wife, John Dundas, and Ann, his wife, Malchor Merritt and Thomas Merritt, parties of the first part; and George Merritt, of the second part.

Witnesseth: That the said party of the first part, for and in consideration of corresponding deeds conveying to them the said George Merritt's right to the lands inherited, as one of the heirs of William Merritt, deceased as by partition mutually agreed to they have given, granted, bargained and sold, and by these presents do give, grant, bargain and sell unto the said George Merritt, his heirs and assigns, forever, a certain tract or parcel of land situated in the County of ~~Abell~~ and adjoining the Town of Barboursville, and bounded as follows, to-wit:

Beginning at a stake, corner to John Merritt's lot and on the south-west corner of the Town of Barboursville, thence S. 2 E. 160 poles to a horn beam and dogwood; S 72 E 80 poles to a sugar tree and white oak; thence N. 2 W. 164 poles to a stake on Joseph Wintz line; thence N. 77 W. 20 poles along with Wintz line to the Town of Barboursville, thence with the several lines of said Town to the Beginning, containing seventy-seven acres, with all and singular, its appurtenances thereunto belonging or anywise appertaining. To have and to hold the above granted piece or parcel of ground -1-

unto the said George Merritt, his heirs and assigns forever. And the said Elizabeth Durting, John Merritt and Sarah, his wife, William Strope and Margaret, his wife, Joseph Wintz and Polly, his wife, Jacob Merritt and Barbara, his wife, John Dundas and Ann, his wife, Melcher Merritt and Thomas Merritt, for themselves, their heirs, executors, ~~and administrators doth~~ covenant and agree to, and with the said George Merritt that they will warrant and forever defend the the right, title, and interest of the above granted parcel of land unto the said George Merritt, his heirs and assigns forever free from their claim or those claiming under them, or thro' them, as well as claim of every other person, whatever.

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

Elizabeth Durting	(Seal)
Salley Merritt	(Seal)
William Strupe	(Seal)
Marget Strupe	(Seal)
Joseph Wintz	(Seal)
Polly Wintz	(Seal)
Jacob Merritt	(Seal)
Barbary Merritt	(Seal)
John Dundas	(Seal)
Ann Dundas	(Seal).

To Joseph Wintz
By Merrill Heirs. 77

This Indenture, Made and entered into this twelvth day of November, in the year of Christ One Thousand, Eight Hundred and Seventy-five between Elizabeth Durling, George Merritt, John Merritt and Sally, his wife, William Strupe and Margarite, his wife, Jacob Merritt and Barbara, his wife, John Dundas and Ann, his wife, Melchor Merritt and Thomas Merritt, parties of the first part and Joseph Wintz, of the second part, Witnesseth: That the said parties of the first part, for and in consideration of a corresponding deed of conveyance from the said Joseph Wintz and Polly, his wife, as one of the heirs of William Merritt, dec'd in the partition of a tract of land mutually divided, they have given, granted, bargained and sold, unto the said Joseph Wintz, his heirs and assigns forever, a certain tract or parcel of land situate, in Cabell County and adjoining the Town of Barboursville, and bounded as follows, to-wit

beginning at a stake on the north side of Barboursville, upon Lot No.3, thence N. 35 E. 25 poles to a stake, poplar and sugar tree; thence S 77--1/2 E 327 Poles to a white oak and dogwood; thence S 88 W 50 poles to a white oak, thence S 47 E 50 poles to a pine on the hill; , one of the military corners; thence S 73 W 80 poles to a stake; thence N 77-1/2 W 90 poles to the Town of Barboursville and with the line of said Town to the Beginning.

Containing Seventy-seven acres, together with all and singular its appurtenances. To have and to hold the above granted piece or parcel of land, unto the said Joseph Wintz, his heirs and assigns forever, to the only proper use and behoof of him, the said Joseph Wintz, his heirs and assigns forever; and the said

Elizabeth Durting, George Merritt, John Merritt, and Sally, his wife, William Strupe and Margaret, his wife, Jacob Merritt and Barbar, his wife, John Dundas, and Ann, his wife, Melchor Merritt and Thomas Merritt for themselves, their heirs, executors and administrators, doth covenant and agree to warrant and for ever defend the above grantee tract of land unto the said Joseph Wintz, his heirs and assigns forever, free from the claims of themselves, their heirs, and assigns, and free from the ~~xx~~ claims of all other persons whatsoever.

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

George Merritt	(Seal)
Elizabeth Durting,	(Seal)
John Merritt	(Seal)
Sally Merritt,	(Seal)
William Strupe,	(Seal)
Marget Strupe,	(Seal)
Jacob Merritt,	(Seal)
Barbary Merritt,	(Seal)
John Dundas,	(Seal)
Ann Dundas	(Seal).

Recorded Nov.14, 1825.

To ^{Thomas} Melchor Merritt
My Merritt Heirs.

This Indenture, Made this fourteenth day of November, in the year of Christ One Thousand, Eight Hundred and Twenty-five between Elizabeth Durting, John Merritt, and Sally, his wife, George Merritt, William Strupe, Margaret, his wife, Joseph Wintz and Polly, his wife, Jacob Merritt and Barbara, his wife, John Dundas and Ann, his wife and Melchor Merritt, of the first part; and Thomas Merritt, of the second part.

Witnesseth: That the said parties of the first part for and in consideration of One Dollar to them in hand paid, the receipt ~~whereof~~ whereof is hereby acknowledged, and for the further consideration of a corresponding deed to each of the Grantors confirming a partitoon of the lands inherited from William Merritt, dec'd which hath been mutually made, they have given, granted, bargained and sold, and by these presents do give, grant, bargain and sell unto the said Thomas Merritt, his heirs and assigns forever, a certain piece of land, lying, being and situate in the said County of Cabell and bounded as follows, to-wit:

Beginning at a sycamore on the north side of Mud River about 100 poles from the mouth thereof, and corner to Elizabeth Durting, thence S.65 E 102 poles to two sycamores on the north side of Mud; thence S.2, W.90 poles to a white oak and dogwood corner to Joseph Wintz; thence with Wintz's line North N.77-1/2 W. 276 poles to a stake poplar, sugar tree, thence N.35 E.250 poles to the Beginning, containing seventy-seven acres with all and singular, their appurtenances,

To have and hold the above described piece of land unto the said Thomas Merritt, his heirs and assigns, forever.

To the only proper use and behoof of him, the said Thomas Merritt, his heirs and assigns forever, and the said Elizabeth Durting, John Merritt and Sally, his wife, George Merritt, William Strupe, and Margarett, his wife, Joseph Wintz and Polly, his wife, Jacob Merritt and Barbara, his wife, John Dundas and Ann, his wife, and Melchor Merritt, for themselves, their heirs, executors and administrators, doth covenant to, and with the said Thomas Merritt that they will warrant and forever defend the right, title, and interest of the above described tract of land unto the said Thomas Merritt, his heirs and assigns forever, free from their claims or either of them or those claiming under, or through them or any of them, as well as against the claim or claims of any other person whatever.

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

George Merritt	(Seal)
Elizabeth Durting	(Seal)
John Merritt	(Seal)
Sally Merritt	(Seal)
William Strupe	(Seal)
Marget Strupe	(Seal)
Polly Wintz	(Seal)
Jacob Merritt	(Seal)
Barbary Merritt	(Seal)
John Dundas	(Seal)
Ann "	(Seal).

Recorded November 14th, 1825.

DEED BOOK D-4. Page 77.

This Indenture, Made and entered into this twelveth day of November in the year of Christ one thousand, eight hundred and twenty-five between Elizabeth Durting, John Merritt and Polly, his wife, George Merritt, William Strupe, and Margaret, his wife, ~~Joseph Merritt and Polly, his wife,~~ Jacob Merritt and Barbara, his wife, John Dundas and Ann, his wife and Thomas Merritt, parties of the first part for and in consideration of One Dollar, and the further consideration of his the said Melchor's releasing his interest to the said Grantors in the Estate of William Merritt, deceased by his several deeds of partition, they have given, granted, bargained and sold, unto the said Melchor Merritt, his heirs and assigns forever, a certain piece of land situated in Cabell County, and bounded as follows, to-wit:

Beginning at two beeches and a stake, corner of William Strupe's lot, thence S. 70 E. 75 poles to a white oak, beech and dogwood S. 20 West, crossing Mud river 112 poles to two white oaks; thence S. 88 degrees W 80 poles to a stake, white oak and dogwood. Then N. 20 E. 150 poles to the Beginning, being part of a tract of 1400 x acres patented to James Vaughan, containing seventy-seven acres, with all and singular, its appurtenances, to have and to hold the above granted piece of land, unto the said Melchor Merritt, his heirs and assigns forever for the only proper use and behoof of him, the said Melchor Merritt, his heirs and assigns forever. And the said Elizabeth Durting, John Merritt and Sally, his wife, George Merritt, William Strupe, and Margarete, his wife,

Joseph Wintz, and Polly, his wife, Jacob Merritt and Barbara, his wife, John Dundas and Ann, his wife, and Thomas Merritt doth covenant and agree to and with the said Melchor Merritt that they will warrant and forever defend the right, title and interest to the above to the above granted tract of land unto the said Melchor Merritt, his heirs and assigns forever free from their claims or either of them or those claiming under them, as well as against every other claim whatever, and for the true and faithful performance of which they bind themselves, their heirs, administrators and executors jointly severally, In Testimony whereof, the parties of the first part have hereunto set their hands and seals the day and year first above written.

George Merritt, (Seal)
 Elizabeth Durting (Seal)
 John Merritt (Seal)
 Sally Merritt (Seal)
 William Strupe (Seal)
 Joseph Wintz (Seal)
 Polly " "
 Jacob Merritt (Seal)
 Barbary Merritt, (Seal)
 John Dundas (Seal)
 Ann Dundas (Seal).

Recorded November 14th, 1825.

To John and Ann Dundas⁸³

DEED BOOK B4 Page 80.

This Indenture, Made this 14th day of November, in the year of Cjrist 1825 between Elizabeth Dürting, John Merritt and Sally, his wife, Joseph Winta and Polly, his wife, Jacob Merritt, and Barbara, his wife, Melchor Merritt and Thomas Merritt of the first part; and John Dundas and Ann, his wife, of the second part, Witnesseth: That the said parties of the first part, for and in consideration of the sum of One Dollar, to them in hand paid by the party of the second part for and in corresponding deeds of partition, of the Estate of William Merritt, dec'd, the said Ann Dundas being one of the heirs of the said William Merritt, dec'd the said the said parties of the first part have granted, bargained, sold and given and by these presents do give, grant, bargain and sell unto the said parties of the second part a certain tract or parcel of land situate, lying and being in the County of Cabell, near the Town of Barboursville, which is bounded as follows, to-wit:

Beginning at a stake on Joseph Wintz's line twenty poles from the said Town of Barboursville and also a corner of George Merritt's tract, and running thence S. 77-1/2 E. ninety poles to a stake in the Military line; thence S 73 W 30 poles to a black oak; thence S 2 E 156 poles to a black oak; thence 72 degrees, W. 67 poles to a sugar tree and white oak, corner to George Merritt's land, and thence N. 2 degrees, west 164 poles to the Beginning.

Containing seventy-seven acres of land be the same more or less, together with all and singular, the appurtenances thereto belonging or in any wise appertaining. To have and to hold

the said seventy-seven acres of land unto them, the said John Dundas and Ann, his wife, their heirs and assigns forever. And the said parties of the first part, for themselves and their heirs, do hereby covenant and agree to, and with the said parties of the second part that they will warrant and defend the title to said land, free from the claim or claims of themselves and their heirs and free from the claim of all other person, or persons whatsoever. In Testimony whereof, the parties of the first part have hereunto set their hands and seals the day and year first above written.

	George Merritt	(Seal)
Signed, sealed and delivered	Elizabeth Dirting	(Seal)
in the presence of	John Merritt,	(Seal)
	Sally Merritt,	(Seal)
	William Strupe,	(Seal)
	Marget Strupe,	(Seal)
	Joseph Wintz,	(Seal)
	Polly Wintz,	(Seal)
	Jacob Merritt,	(Seal)
	Barbary Merritt.	(Seal)

Recorded Nov. 14, 1825.

To Elizabeth Dirlow 85

DEED BOOK B-4. Page Page 79.

This Indenture, Made this 12th day of November, in the year of Christ One Thousand, Eight Hundred and Twenty five, between John Merritt, and Sally, his wife, George Merritt, William Strupe, & Margarete, his wife, Joseph Wintz and Polly, his wife, Jacob Merritt and Barbara, his wife, John Dundas and Ann, his wife, Mecher Merritt and Thomas Merritt, parties of the first part, and Elizabeth Dirting, of the second part, Witnesseth: That the said parties of the first part, for ~~themselves~~ and in consideration of the sum of one dollar, to them in hand paid, and for and in consideration of corresponding deeds of Partition in the Estate of William Merritt, dec'd, as one of the heirs of said Estate, agreeable to a division mutually made, they have given, granted, bargained and sold, and by these presents do give, grant, bargain and sell unto the said Elizabeth Dirting, her heirs and assigns forever, a certain tract or parcel of land situate in the County of Cabell and bounded as follows, to-wit:

Wrong,
thence 5.35
W. 250 no.
to a stake
on Lot No. 3
in said town
and, etc.

Beginning at a stake at the south-west corner of the Town of Barbourville, and corner of said John & George Merritt's ; thence N. 55 W. 15 ~~po~~ poles to a sycamore, down under the bank; thence with Guyandotte river and its meanders, to the mouth of Mud River, thence up Mud River, and with its several meanders so ~~as to exclude~~ ^{the six} ~~the six~~ ^{acres} ~~acres~~ ^{at the Falls of Mud River, and the two acres} of land attached thereto to a sycamore, a corner Thomas Merritt Lot on the north side of said river ^{thence} and being corner of Joseph Wintz's, thence with the several lines of said Town to the Beginning.

containing 68--3/4ths acres with all and singular, its appurtenances .

To have and to hold the above granted parcel of land unto the said Elizabeth Dirting, her heirs and assigns forever, except the said mile and two acres of land above excepted; and the said John Merritt and Sally, his wife, , George Merritt, William Strupe, and Marguerite, his wife, ; Joseph Wintz and Polly, his wife, Jacob Merritt and Barbara, his wife, John Dundas and Ann, his wife, Melchor Merritt and Thomas Merritt, for themselves, their their heirs, executors and administrators, doth covenant and agree to, and with the said Elizabeth Dirting that they will warrant and forever defend the right and title of the above described piece of land, except as above excepted unto the said Elizabeth Dirting, her heirs and assigns forever, , free from their claims, or those claiming under them, as well as every other person , whatever. In Testimony whereof, they have hereunto set their hands and seals the said parties of the first part the day and year first above written.

John Merritt	(Seal)
Sally Merritt	(Seal)
George Merritt	(Seal)
William Strupe,	(Seal)
Marget Strupe,	(Seal)
Joseph Wintz,	(Seal)
Polly Wintz,	(Seal)
Jacob Merritt,	(Seal)
Barbery Merritt,	(Seal)
John Dundas,	(Seal)
Ann Dundas	(Seal).

DEED BOOK D-4. Page 82.

This Indenture, Made and entered into this twelvth day of November, in the year of Christ One Thousand, Eight Hundred and Twenty-five, between Elisabeth Durting, George Merritt, William Strupe and Margaret, his wife, Joseph Wintz and Polly, his wife, Jacob Merritt and Barbara, his wife, John Dundas and Ann, his wife, Melchor Merritt and Thomas Merritt, parties of the first part and John Merritt, of the second part, Witnesseth:

That the said parties of the first part, for and in consideration of the sum of One Dollar, to them in hand paid, ~~the~~ by the said John Merritt, and for and in consideration of a corresponding Deed of conveyance from the said John Merritt and wife, as one of the heirs of William Merritt, dec'd, in the partition of a certain tract of land in Cabell County, hath given, granted, bargained and sold, and by these presents do give, grant, bargain and sell unto the said John Merritt, his heirs and assigns forever, a certain tract or parcel of land situate, lying, and being in Cabell County, and On Guyandotte river, and bounded as follows, to-wit:

Beginning at a stake on the south-west corner of the Town of Barboursville thence 2 degrees E. 160 poles to a hornbeam and dogwood, , thence N 72, W 24 poles to a stake thence S 72 W 52 poles to an ash thence N 2 W. 172 poles to a large red oak on the bank of Guyandotte; thence S 86 E 46 poles to a sugar tree, thence N.73 E.22 poles to a small sycamore standing down the bank thence ^{S,} n 55 E. 15 poles to the Beginning.

Containing eighty-five and one-fourth acres, with all and singular, its appurtenances thereunto belonging unto the said John Merritt his heirs and assigns forever. -1-

To have and to hold the above described piece of land unto the said John Merritt, his heirs and assigns, forever, To the only proper use and behoof of him, the said John Merritt, his heirs and assigns forever. And the said ~~Elizabeth Durting~~, George Merritt, William Strupe and Margarete his wife, Joseph Wintz and Polly, his wife, Jacob Merritt and Barbara, his wife, John Dundas and Ann, his wife, Melcher Merritt and Thomas Merritt for themselves, their heirs, executors and administrators, doth covenant and agree with the said John Merritt that they will warrant and forever defend the right and title of the above described tract of land with all its appurtenances, unto the said John Merritt, his heirs and assigns forever, free from the claim of themselves, their heirs and assigns, and from the claim, or claims of every other person, whatever.

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

George Merritt	(Seal)
Elizabeth Durting,	(Seal)
William Strupe,	(Seal)
Marget Strupe,	(Seal)
Joseph Wintz,	(Seal)
Polly Wintz,	(Seal)
Jacob Merritt,	(Seal)
Barbary Merritt,	(Seal)
John Dundas,	(Seal)
Ann Dundas.	(Seal)

Recorded Nov.14, 1825.

This Indenture, Made and entered into this 12th day of October, in the year of Christ, One Thousand, Eight Hundred and Twenty-five between between Elizabeth Durting, John Merritt and Sally, his wife, George Merritt, Joseph Wintz, and Polly, his wife, James Merritt and Barbara, his wife, John Dundas and Ann, his wife, Melchor Merritt and Thomas Merritt, of the first part and William Strupe, of the second part, Witnesseth: That the said parties to this Indenture of the first part hath this day bargained and sold, aliened, released and confirmed for and in consideration of One Dollar to them in hand paid (and for and in consideration of a corresponding deed, or deeds of conveyance from the said William Strupe and Margaret, his wife as one of the heirs of William Merritt, dec'd in the partition of a certain tract of land in Cabell County, the part which is to be hereinafter conveyed being one-ninth, according to a partition made by their mutual consent, and by these presents do give, grant, bargain and sell unto the said William Stroop a certain tract or piece of land situate, lying and being in the said County on Mud River, and bounded as follows, to-wit;

Beginning at a black walnut and sugar tree on the north side of Mud River, being one of the corners of the Military survey and, also the beginning corner of a survey of 1400 acres for James Vaughan ; thence S. 70, E 118 poles to two beeches and a stake; thence S 20 degrees W 150 poles to a white oak and dogwood among said Wintz's line, thence N. 20 degrees, W 90 poles along with Thomas Merritt's line to two sycamores on the north side of Mud River, thence

N. 65 W. 75 poles, crossing Mud River to two
maples and a stake; thence N. 22 E 60 poles
to the Beginning,

Containing Seventy-seven acres, with all and singular, its ap-
purtenances thereunto belonging, To have and to hold unto the
said William Strupp, his heirs and assigns forever, to the only
proper use of him the said William Strupe, his heirs and as-
signs forever the above described piece or parcel of land, with
all and singular, its appurtenances, and the said Elizabeth Dur-
ting, John Merritt and Sally, his wife, George Merit, Joseph
Wintz, and Polly, his wife, Jacob Merit and Barbara, his wife,
John Dundas and Ann, his wife, Melchor Merritt and Thomas Mer-
ritt, for themselves, their heirs and assigns, do agree to War-
rant and forever defend the right and title of the above granted
tract of land unto the said William Stroop against the claim of
themselves, or either of them as well as any other claim what-
ever. In Testimony whereof, the parties of the first part hath
hereunto set their hands and seals the day and year first below
written.

George Merritt (Seal)
Elizabeth Durting, (Seal)
John Merritt, (Seal)
Sally Merritt, (Seal)
Joseph Wintz, (Seal)
Polly Wintz, (Seal)
Jacob Meritt, (Seal)
Barbary Merritt, (Seal)
John Dundas, (Seal)
Ann Dundas (Seal).

Acknowledged November 14th, 1825.

To Jacob Merritt 91

DEED BOOK D-4. Page 72.

This Indenture, Made and entered into this twelvth day of November, in the year of Christ One Thousand, Eight Hundred and twenty-five between Elizabeth Durting, John Merritt and Sally, his wife, , William Strupe and Margaret, his wife, Joseph Wintz and Polly, his wife John Dundas and Ann, his wife, George Merritt and Melchor Merritt, and Thomas Merritt, parties of the first part, and Jacob Merritt, of the second part.

Witnesseth: That the said parties of the first part, for and in consideration of One Dollar to them in hand paid, and for and in consideration of corresponding deeds conveying to them said Jacob Merritt's rights to the lands inherited as one of the heirs of William Merritt, dec'd as by partition mutually agreed to they have given, granted, bargained, and sold, and by these presents do grant bargain and sell unto the said Jacob Merritt, his heirs his heirs and assigns forever, a certain tract or piece of land situated in the County of Cabell and adjoining the lot assigned to Melchor Merritt, and bounded as follows, to-wit:

Beginning at a white oak, beech and dogwood, corner to Melchor Merritt S 70 degrees E 200 poles to an elm and black oak then S 20 degrees W. 100 poles, crossing Mud River to an ash; Thence S 88 W 105 poles to two white oaks, a corner of Melchor Merritt and with his line N. 20 E 120 poles to the Beginning.

Containing seventy acres with all and singular, its appurtenances thereunto belonging, or in any wise appertaining. To have and to hold the above granted piece or parcel of land unto the said Jacob Merritt, his heirs or assigns forever to the only

use and behoof of him, the said Jacob Merritt, his heirs and assigns, forever. And the said Elizabeth Durting, John Merritt and Sally, his wife, William Strupe and Margaret, his wife, Joseph Wintz and Polly, his wife, John Dundas and Ann, his wife, George Merritt, Melchor Merritt, and Thomas Merritt, for themselves their heirs executors and administrators, doth covenant and agree to and with the said Jacob Merritt that they will Warrant and forever defend the right, title and interest of the above granted parcel of land unto the said Jacob Merritt, his heirs and assigns forever, free from their claims or those claiming under or through them as well as against the claim of every other person whatever. In Testimony whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

George Everett	(Seal)
Elizabeth Dirting	(Seal)
John Merritt	(Seal)
Sally Merritt	(Seal)
william strupe,	(Seal)
marget strupe	(Seal)
Joseph Wintz,	(Seal)
Polly Wintz,	(Seal)
John Dundas,	(Seal)
Ann Dundas,	(Seal)

Recorded Nov. 14, 1825.

To Joseph Wintz from Melcher⁹³
and Mary Ann Merritt

DEED BOOK E-5. Page 236.

This Indenture, Madethe 5th day of July, 1833, between Melchor Merritt and Mary Ann, his wife, of Cabell County, Virginia, of the first part; and Joseph Wintz of the same County and State, , of the second part, Witnesseth: That the said Melchor Merritt, for and in consideration of the sum of three hundred, fifty dollars, to him in hand paid by the said Joseph Wintz, the receipt whereof is hereby acknowledged, they, the said Melchor Merritt and and Mary Ann, his wife, have granted, bargained and sold unto the said Joseph Wintz his heirs and assigns forever, a certain tract or parcel of land situate, lying and being in the said County of Cabell on Mud River, which is bounded as follows, to-wit:

Beginning at two beeches and a stake corner of William Strupe's Lot, thence S 70 degrees E. 75 poles to a white oak, beech and dogwood, S 20 deg. W crossing Mud River 112 poles to two white oaks; thence , thence 88 deg. W. 80 poles to a stake white oak and dogwood, thence N. 20 degrees E. 150 poles to the Beginning,

Containing 77 acres be the same more or less, , Together with all and singular, the appurtenances thereto belonging, or in any wise appertaining. To the only proper use and behoof of him of him, the said Joseph Wintz and his heirs, that they, the said Melchor Merritt and wife for themselves and their heirs do hereby covenant and agree to, and with the said Joseph Wintz that they the said Melchor Merritt and wife will warrant and defend the title to said land, free from the said Melchor Merritt and

his wife, and their heirs, and free from the claim of all and every other person or persons, whatsoever, by these presents. In Witness whereof, the said Melchor Merritt and wife have hereunto set their hands and seals this day and date first above written.

Melchor Merritt (Seal)
Her
Mary Ann X Merritt (Seal).
Mark.

Recorded July 5th, 1833.

DEED BOOK E-5. Page 238.

This Indenture, Made the 7th day of November, in the year of our Lird, 1832, between Luther Richey and Joseph Rutherford, of the first part, Lewis Roffe of the second part and Fred'k G.L.Beuhring of the third part, all of the County of Cabell and State of Virginia, Witnesseth: That, whereas, the said Fred'k G. L. Beuhring hath entered gimsself as security for for the said Luther Richey and Joseph Rutherford in a note or bond this day executed by the said Richey & Rutherford together with said Beuhring as the security as aforesaid to John W. Hite for the sum of Two Hundred and Seventy-one Dollars which will become due and payable two years after date , and, whereas, the said Luther Richey and Joseph Rutherford are willing and desirous that to secure the said Fred'k G.L.Beuhring for any loss or damage he may sustain in consequence of his security-ship, as aforesaid. Now, this Indenture Witnesseth, that the said Luther Richey and Joseph Rutherford, for and in consideration of t the premises aforesaid, in consideration of the sum of One Ddollar to them in hand paid by the said Lewis Roffe the receipt whereof is hereby acknowledged, they the said Luther Richey and Joseph Rutherford have granted, bargained, and sold, & by these presents do grant, bargain and sell unto the said Lewis Roffe, his heirs and assigns forever, the following real and personal property, to-wit: One piece or parcel of land situate, lying and being in the said County of Cabell, , at the south-west corner of the Town of Barboursville, and is bounded as follows, to-wit:

Beginning at a stake on the street of said Town of Barboursville and being the upper corner of the Lot which Thomas Kyle purchased of Elizabeth Dirton. and said street thence N 56 W 11 poles - 1-

to a stake on the bank of Guyandotte river,
 thence up the river to the first ravine emptying
 into Guyandotte river; thence up the bed of said
 ravine, or drain to where the road crosses the
 same, leading from the forks of Sandy to the Court
 House; thence a straight line to the point of Be-
 ginning containing about one acre of land, together
 with all and singular, the appurtenances thereto belonging, or in
 any wise appertaining. Also, the following personal property, To-Wit

Two planking kettles and planks, two coloring kettles sixty
 four coloring blocks, one set of finishing blocks, three sets
 of finishing irons, three stampers, two basening plates, four
 sets bows, and also all the other tools now owned by the said Richey
 & Rutherford used in the manufacturing of Hatts.

To have and to hold the said lot of land with its appurte-
 nances unto the said Lewis Roffe and his heirs, forever. And also
 all the before mentioned personal property to him, the said
 Lewis Roffe, his heirs and assigns, forever. Upon trust, never-
 the-less, that is to say if the said Luther Richey and Joseph Ruther-
 ford, or either of them, their heirs, exers, or admrs. shall fail
 to pay to the said John W. Hite the said sum of two hundred and
 seventy-one dollars for which the Fred'k G.L.Beuhring is security,
 and thereby render the said Fred'k G.L.Beuhring liable to pay
 the same, then upon the event the said Lewis Roffe his excrs or
 admrs shall upon the request of the said Fred'k G.L.Beuhring his
 heirs, exers, admrs, or assigns proceed to sell all the before men-
 tioned real and personal estate at public auction to the highest
 bidder, for ready money, having first advertised the time and
 place of sale at least thirty days on the front door of the

Court House of Cabell County, and out of the proceeds of such sale first pay and satisfy the charges attending the execution of this Trust, and then pay to the said Fred'k G.L.Beuhring his heirs, exers. admrs. or assigns, all that the said Beuhring shall be liable for by reason of his security-ship, as aforesaid and all the loss and damages which he may sustain by occasion thereof, and the balance, if any, pay to the said Richey & ^{Joseph} Rutherford or either of them, or either of their heirs, exers, admrs, or assigns the said sum of two hundred and seventy-one dollars with whatever interest may have accrued thereon so that the said Fred'k G.L.Beuhring, his heirs, exers, or admrs shall not in any manner be injured by his surety-ship, as aforesaid then this deed is to be null and void, and of no effect. In Witness whereof, the parties to these presents have hereunto set their hands and seals the day and year first above written.

Jo Rutherford (Seal)
 Luther Richey (Seal)
 Lewis Roffe (Seal)
 Fred'k G.L.Beuhring (Seal)

Recorded July 27th, 1833.

DEED BOOK 182. Page 5.

This Deed, Made this 11th day of January, 1921, between H.G.Burgess and Lena Burgess, his wife, of Cabell County, W. Va. and Nelson Browning and Ella Browning, his wife, of Logan County, W.Va. parties of the first part; and Jas. Brady, Geo.J.McComas, D. A. Allen, J.H.Maxwell, H.S.Hefner, S.G.Johnston and C.T.Jimison, Trustees of the Methodist Episcopal Church, South, at Barboursville Cabell County, West Virginia, parties of the second part.

Witnessdth: That for and in consideration of Forty-five Hundred (\$4500.00) Dollars, two hundred dollars of which is cash in hand paid, and the residue of Forty-three Hundred (\$4300.00) Dollars payable in twelve months from date of this deed, which deferred payment is evidenced by one promissory interest bearing note, of even date herewith, executed by the above named Trustees and payable to the order of the said Burgess and Browning twelve months after date, the said parties of the first part do hereby grant, bargain, sell and convey unto the said party of the second part, Trustees, the following described real estate situate in the Town of Barboursville, Cabell County, W. Va. bounded and described as follows:

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 of said Village; thence in a southerly direction and parallel to said east line of Water Street about 175 feet to the north line of an alley; thence in an easterly direction with said north line of said alley, 26 feet to a stake there in; thence at right angles and in a northerly direction and parallel with the said east line of Wa-

south line of Main Street, 26 feet to the beginning being a lot 26 by about 170 feet, and being a part of Lot No.20, as shown on the original plat of said Village of Barboursville, W. Va. and being the same lot that was conveyed to H.G.Burgess and Nelson Browing by Geo.J.McComas and Bessie M. McComas, his wife, by deed dated the 25th day of June,1920, and recorded in the Office of the Clerk of the Cabell County Court of Cabell County, W. Va. in Deed Book No.178, page No.31. Also, that certain real estate situate in the Village of Barboursville, W.Va. being the westerly 25 feet front by about 170 feet back of Lot No.20 as designated on the official map of said Village , and bounded and described as follows: Beginning at a stake in the intersection of the east line of Water Street ~~with the~~ about 170 feet to ~~the north~~ line of an alley; thence in an easterly direction and with the said line of said alley , 25 feet to a stake; thence in a north-easterly direction, and parallel with the 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 25 feet to the Beginning, being 25 by 170 feet to the corner of said Main and Water Streets, and being the same property that was conveyed to H.G.Burgess and Nelson Browing by H.E.Love and Minnie E.Love, his wife, by deed dated the 25th day of June, 1920, and recorded in the Office of the Clerk of the County Court of Cabell County, W. Va. in Deed Book No.178,

page 32, to which reference is here now made for a more particular description.

In trust, that said premises shall be used, kept, maintained, and disposed of as a place of Divine worship for the use and ministry, and membership of the Methodist Episcopal Church, South, subject to the discipline, usage and ministerial appointments of said church, and by Annual Conference within whose bounds the said premises are situate.

The said parties of the first part do hereby covenant to and with the said parties of the second part, Trustees that they will Warrant Generally, the title to the property hereby conveyed, and do hereby retain a vendor's lien to secure the balance of the purchase money.

It being understood and agreed between the parties hereto that there is still due on said property from said Burgess and Browning to H.E.Love \$850.00 and interest and to Geo. J. McComas \$650.00 and interest, it is further understood and agreed that so much of the note executed by the said Church Trustees to said Burgess and Browning to cover said notes and interest to said Love, said McComas, is not to be paid until said two notes and interest are fully paid.

Witness the following signatures and seals.

- H G.Burgess (Seal)
- Lena Burgess (Seal)
- Nelson Browning (Seal)
- Ella Browning (Seal).

(U.S.REV. \$4.50)

Recorded March 21, 1921.

Deed Book 182. Page 7.

This Deed, Made this 12th day of January, 1921, between H.E.Love and Minnie F. Love, his wife, and Henry Nash and Minnie Nash his wife, parties of the first part, and James Brady, Geo.J.McComas, D.A.Allen, J.H.Maxwell, H.S.Hefner, S.G.Johnston, and C.T.Jimison, Trustees of the Methodist Episcopal Church, South, of Barboursville, W. Va. parties of the second part.

Witnesseth: That for and in consideration of the sum of \$200.00 cash in hand paid, the receipt of which is hereby acknowledged, and the further consideration of ~~\$\$\$~~800.00 evidenced by a note payable ~~after~~ 12 months after date with interest from date, and payable to the parties of the first part, and executed by the parties of the second part as such Trustees.

The said parties of the first part do grant and convey to the parties of the second part as such Trustees the the following described lots, or pieces of ground situate in the Town of Barboursville, West Va. and being the easterly 26 feet of Lot No.20 by 170 feet as shown on the official map of Barboursville, of record in the Clerk's office of the County Court of Cabell County and described as follows: Beginning at a stake in the south line of Main Street, 103 feet easterly from the intersection of said south line of Main Street with the east line of Water Street, being at the north-east corner of the Old Hotel buolding ^{formerly} owned by E.W.Bluee 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 in a northerly direction and parallel with 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 said south line of Main Street 26 feet to the

Beginning, containing 2420 square feet , and being the same lot conveyed to the parties of the first part by H.S.Hefner, et al by deed dated July 1, 1919, and of record in Deed Book No.165, page 173.

Also another lot or parcel of ground situate in said Town of Barboursville and known as 24-1/2 feet of Lot No.19 fronting on Main Street and extends back 170 feet to an alley and being the same property conveyed to the parties of the first part by H.D.Hefner and wife, and deed dated the 1st day of July, 1919, and recorded in the Clerk's office of the County Court of said County in Deed Book #165, page 174.

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 Methodist Episcopal Church, South; subject to the discipline, usage and ministerial appointments of said church, as from time to time authorized and declared by the General Conference of said church and by the Annual Conference within whose bounds the said premises are situate.

To have and to hold the said premises unto the said parties of the second part, and their heirs and assigns, forever.

And the said parties of the first part covenant to and with the said parties of the second part that they will Warrant generally the title to the property hereby conveyed, and do hereby reserve a lien upon the said premises to secure the payment of the unpaid purchase money. Witness the following signatures and seals.

H. E. Love (Seal)
Minnie F. Love (Seal)
T.H.Nash (Seal)
Nannie Nash (Seal)

(U.S.REV. \$4.00)

Recorded Mar.21, 1921.

This Deed, Made this 1st day of September, A.D. 1888,
 by and between "The Barboursville Seminary", a corporation
 chartered under the laws of West Virginia, of the first part; and
 Thomas Thornburg, George F. Miller, and George Blume, George McComas,
 H. J. Samuels, H. C. Poteet, South G. Preston, J. H. Jackson and T. S.
 Wade, Trustees, of the second part, all of the County of Cabell
 and the State of West Virginia.

Witnesseth: That, whereas, the party of the first part
 was chartered with the intent and for the purpose of establishing
 an Institution ~~for~~ for the education of youth in the old Court
 House of Cabell County, vacated by reason of the transfer of the
 County seat to the City of Huntington, and the County of Cabell
 having conveyed to the Corporation aforesaid, the old Court House
 lot and its appurtenances for the purpose aforesaid, which deed is
 recorded in Cabell County Court Clerk's office, And, whereas, the
 said Corporation has purchased and received a deed from Messrs.
 Harvey & Simms, Commissioners, and E. W. Blume and wife to the lot
 on the south-east corner of the old, original public square on
 which the old, two story brick store house of John G. Miller
 stands, and of late occupied by E. W. Blume as a hotel to be used
 and occupied by the Trustees of the school as part of the build-
 ings for educational purposes as a boarding house for pupils or
 otherwise, as they may direct. Now, therefore, in consideration
 of the premises and the further consideration of One Dollar the
 party of the first part doth hereby grant to the party of the
 second part, as Trustees, the the old Court House lot, and the
 old John G. Miller store house lot on the corner of Center and
 Main Streets in the Village of Barboursville, County of Cabell,

and State of West Virginia conveyed to the party of the first part by deeds from Cabell County and Harvey & Simms, Com'rs and E.W. Blume and wife, to which deeds reference is here given for metes and bounds and abuttals in perpetuity, and upon condition that the said Trustees shall establish and maintain a college under the patronage, care and supervision of the Methodist Episcopal church, south, in which all white persons of good, moral character making application may obtain a classical, or inferior grade of education, without regard to religious profession, social, or property qualification on the payment of tuition fees and charges equally imposed on all others. But, this cause shall not prevent the Trustees from dispensing with this rule in favor of ministers, their families, or other meritorious and charitable cases by special commission. The Trustees shall have sole power to fix and adjust the rates, tuitions and charges, receive all revenues and disburse the same, and in brief, to have full and complete control of the selection of teachers, the payment of salaries and expenses in maintaining the school, and all other powers not specially limited in this Deed. The Corporation reserves the right to sell and issue certificates of stock to the purchasers, to execute mortgages on any property subsequently purchased for the use of said school which purpose has been recommended by the Board of Trustees. The proceeds of the sale of stock after the payment of the expenses in selling the same to be used in extinguishment of debts in the purchase and fitting out the school building, and the lots and in betterments to the property, and any surplus ~~for the school~~ may be used for the school as by resolution of the Directors of the Corporation, assented to by the Trustees, in writing. The object and intention of this Lease is

establish a school in the buildings and upon the lots of land herein conveyed under Trustees appointed by and under the rules and regulations of the Methodist E. Church, South and under the laws of the State of West Virginia to continue in perpetuity, until a forfeiture by the failure of said church, for the space of one year in time of public tranquility, to keep up and educational establishment in the buildings and on the lots aforesaid, which failure shall entitle the party of the first part to transfer the property herein conveyed to other parties who will indertake to continue a college as herein contemplated. But the suspension of school by pestilence famine, or other public calamity, shall not work a forfeiture until twelve months after the resumption of ordinary prosperity and public quiet.

The party of the first part will keep its organization alive under the laws of West Virginia. Will annually have meetings and and elections of Directors and Officers, to which meetings the Trustees are required to make a report of the condition of the college and to make such recommendations as to them may seem pertinent and proper. The parties of the second part take this lease and with the understanding that all the revenues accruing to the school and all debts charges and liabilities incurred in maintaining and running the ~~institutions~~ institution are matters exclusively their own .

Witness the following signature and seal of the corporation the day and year first above written.

H. C. Poteet, President
 Barboursville Seminary.

Acknowledged January 25, 1889.

DEED BOOK 32. Page 221.

This Deed, Made this the 29th day of April, 1907, between Mary Lee Steel and S.E. Steele, her husband, parties of the first part; and Wm. Turner and Geo.W. Ayers, Trustees of, and for the Methodist Episcopal church at Barboursville, Cabell County, West Virginia, parties of the second part.

Witnesseth: That the said parties of the first part for and in consideration of the sum of One Hundred and Twenty-five Dollars (\$125.00) cash in hand paid by the said Trustees, parties of the second part to the said Trustees of the ~~first~~ part the receipt of which is hereby acknowledged, , the parties of the first part do grant, sell, and convey unto the said parties (Trustees) of the second part and to their successors all that certain lot or parcel of ground situate in the Town of Barboursville, County of Cabell, West Virginia, and bounded as follows:

Beginning at a stake on the west side of McClung Street, on the south side of the Guyan Valley Railway distance 100 feet, S. 7-1/2 W. from Ry right of way line along west side of walk along McClung Street, thence along west side of McClung Street and binding thereon S 7-1/2 W. 40 feet to stake; thence N. 82-1/2 W 143 feet to a stake in alley; thence N. with alley 7-1/2 E. 40 feet to a stake, corner to Mary E. Steele's front .lot 80 feet wide; thence with same S. 82-1/2 E. 143 feet to the Beginning containing 5720 sq. feet, the aforesaid lot or parcel of ground is a part of the same conveyed by Lorena McClung, Special Commissioner to Mary Lee Steele,

by a Deed dated October 18, 1905, lying in Block 4, McClung Addition, recorded in Book 81, page 3, in Cabell County Court Clerk's Office, W. Va.)

In Trust, that the said premises shall be used kept ~~mentfoed~~ and disposed of as a place of Divine worship for the use of the ministry and member-ship of The Methodist Episcopal Church, in the United States of America, subject to discipline usages, and ministerial appointments of said church as from time to ti me authorized and declared by the General Confer- ence of said Church in whose bounds the said premises are situa ate, And the said parties of the first part covenant that they will warrant, generally, the property hereby conveyed unto the parties of the second part, as Trustees aforesaid; and to their successors forever for the uses and purposes herein men- tioned.

Witness the following signatures and seals this day and year aforesaid.

Mary Lee Steele, (Seal)

S.E.Steele, (Seal).

Recorded May 2nd, 1907.

This Deed, Made this the 22nd day of February, 1921, between W.N. Clay, and M.H. Clay, his wife, and I.C. Kelley and Laura Kelley, his wife, parties of the first part; and Jas. Brady, Geo. J. McComas, D.A. Allen, J.H. Maxwell, H.S. Hefner, S.G. Johnston and C.T. Jimison, Trustees of the Methodist Episcopal Church, South of Barboursville, West Virginia, parties of the second part.

Witnesseth: That for and in consideration of the sum of twenty-nine hundred dollars, cash in hand paid, the receipt of which is hereby acknowledged, the said parties of the first part do grant unto the said parties of the second part the following described lot, piece, or parcel of real estate, situate in the Town of Barboursville, Cabell County, West Virginia, to-wit:

A part of Lot #20, as shown on the original map or plat of Barboursville, as filed or of record in the County Court Clerk's office of Cabell County, being the second 26 foot sub-division of said lot from the east line thereof, and beginning at the northeast corner of the H.E. Love and T.H. Nash 26 foot Lot (part of said Lot #20; thence southerly and with the westerly line of said Love and Nash lot about 170 feet to an alley; thence westerly with the northerly line of said alley 26 feet to a point, corner of the Burgess and Browning lot; thence northerly with the easterly line of said Burgess and Browning lot and parallel with the first line and parallel with the first line, about 170 feet to a point on the line of Main Street, and thence easterly and with the southerly line of Main Street 26 feet to the Beginning, and being the same lot or parcel of real estate conveyed to the said Clay and Kelley from Geo. W. Clay and wife by deed bearing date on the 5th day of October, 1915, and of record in the Office of the

Clerk of the County Court of Cabell County, West Virginia in
Deed Book No.142, at page 369.

In Trust, that said premises shall be used, kept, maintain-
ed and disposed of as a place of Divine worship for the use of
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 declared by
the Annual Conference within whose bounds the said premises are
situate.

And the said parties of the first part covenant to and with
the parties of the second part that they will Warrant Generally
the title to the property hereby conveyed.

Witness the following signatures and seals.

	W. N. Clay	(Seal)
	M.N.Clay	(Seal)
(U.S.Rev. \$3.00)	I.C.Kelley	(Seal)
	Laura Kelley	(Seal)

Recorded March 21, 1921.

This Deed, Made the 14th day of Feburary, 1891, between R.W. Williams, Wm. M. Morgan, William Black, Elijah Tucker, and Robert Davis, Trustees of the M.E. Church, colored, at Barboursville, Cabell County, West Va. parties of the first part; and Robert Davis, of the County and State aforesaid, of the second part.

Whereas, the said parties of the first part purchased purchased at the sale of John G. Millers real estate at a sale made by H.C. Simms, , Executor of the last Will and Testament of John G. Miller, dec'd, Lot No. 14, in the Town of Barboursville, West Virginia, , which Lot was conveyed by the said H.C. Simms, Executor, as aforesaid, to the said parties of the first part by deed bearing date the 10th day of Ocrober, 1889, and is now of record in the Clerk's Office of Cabell County Court in Deed Book "R" page 221.

And, whereas, since said purchase, so made, as aforesaid and the said parties of the first part did bargain and sell to one Robert Davis in consideration of the sum of One Hundred Dollars the west half of said Lot No. 14, so purchased by them, as aforesaid, and that they desired to have said sale made to the said Robert Davis confirmed.

And, whereas, the said parties of the first partin pursuance of the statute in such case made and provided, filed their petition in the Circuit Court of Cabell County, West Virginia, praying said Court to confirm the said sale so made, as aforesaid, and to direct a deed to be made to the said Davis for said west half of Lot No. 14.

Whereas, on the 16th day of September, 1890, the said Circuit Court entered an Order upon the filing of said petition

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directing the Clerk of said Court to award an Order of Publication, as provided by Section 9, of Chapter 57, of the Code of West Virginia, and the Clerk of said Court in pursuance of said Order caused to be published in the Huntington Advertiser, an order of Publication requiring the members of said Church and all other persons interested in the matter contained and set up in said Petition, to appear before the Circuit Court of Cabell County, at the Court House thereof, on the 18 day of December, 1890 and do what is necessary to protect their interest in the premises.

Whereas, on the 18 day of December, 1890, it appearing to said Circuit Court that the Order of Publication, so awarded had been duly published and awarded, as required by law. And, it further appearing to the Court that the rights of no person will be violated, by the confirmation of said sale, and that a majority of the congregation of the said Church desire the same. It was adjudged, ordered, and decreed that by said Circuit Court on the said 18 day of December, 1890 that the Agreement and Sale set up in said petition of the west half of said Lot No. 14, to the said Robert Davis be and the same was hereby confirmed, and that the said R.W. Williams, W.M. Morgan, William Black, Elijah Tucker, and Robert Davis, Trustees aforesaid, be directed and required as such Trustees, to make, execute, and deliver to the said Robert Davis, an apt and proper deed conveying to him, the said Davis the west half of Lot No. 14, situated near the tan yard in the Village of Barboursville in the County Foresaid, fronting on the James River and Kanawha Turnpike, Road, Beginning at a stake on Main Street and fronting fifty (50) feet on said Main Street, thence

running straight back 167 feet to an alley
 thence along said alley fifty (50) feet on said
~~Main Street~~, alley 50 feet to a stake, thence in
 a straight line to a stake on Main Street; thence
 along Main Street 50 feet frontage. Now, this Deed
 Witnesseth: That for and in consideration of One
 Dollar in hand paid, to the said parties of the first
 part, and the further consideration One Hundred Dol-
 lars paid by the said Robert Davis to the said
 H.C.Simms, Executor, as aforesaid, on the purchase
 money for said Lot, the said R.W.Williams, Wm. M.
 Morgan, William Black, Elijah Tucker, and Robert Da-
 vis, Trustees aforesaid parties of the first part do
 do hereby grant, bargain, sell and convey unto the
 said Robert Davis all that certain piece, or parcel
 of land situated near the Tan Yard in the Village of
 Barboursville, in the County of Cabell, and is
 bounded and described as follows, to-wit:

Beginning at a stake on Main Street, thence running
 straight back to a stake the back alley the dis-
 tance of about 167 feet, more or less, thence along
 Main Street, commonly called the James River & Kanaw-
 ha Turnpike road the distance of fifty feet to a
 stake, the place of Beginning that part of Lot No.14
 hereby conveyed, or intended to be conveyed is the
 West half of Lot No.14, and the said parties of the
 first part covenant to Warrant, specially, the title
 to the real estate hereby conveyed to the said Robert
 Davis.

Witness the following signatures and seals.

His
R. W. X Williams, (Seal)
Mark.

His
W.M. X Morgan, Trustee (Seal)
Mark.

His
William X Black (Seal)
Mark.

His
Elijah x Tucker (Seal)
Mark

Robert x Davis, Trustee (Seal)
Mark

Admitted to record 4th day of August, 1891.

This Deed, Made this 11th day of August, 1883, between T.B.Thornburg and Nettie D. Thornburg, his wife, parties of the first part, and John Mills, John W. Thornburg, and F.M.Farrell, Trustee of the Methodist Episcopal church, of the second part, Witnesseth: That the said T.B.Thornburg, Nettie D. Thornburg, for and in consideration of one dollar in hand paid, the receipt of which is hereby acknowledged do grant unto the said John Mills, John W. Thornburg, and F.M.Farrell, Trustees, as aforesaid, a certain piece or parcel of ground situate on the East side of Guyandotte or Water Street in the Village of Barboursville, Cabell County, State of West Virginia, being that part of the public square which was conveyed by John W. Church Commissioner of School lands, to T.B.Thornburg by deed bearing date November 21, 1877, and recorded in the Clerk's office of the County Court of Cabell County in Deed Book "F", page 171, and is bounded as follows, viz:

Beginning at a stake in Guyandotte on Water Street thence with the street, according to the courses given in the original survey of the said village (recorded in Surveyor's Records) Vol 1, on page (152) N. 35 minutes E 122 feet to the corner of the lot now owned by the heirs of Eliza V. Johnson, dec'd to a stake 16-1/2 feet from the line of the public square, as now enclosed, on an alley; thence with the alley 122 feet to a stake, corner to a lot now owned by said T.B.Thornburg, and with the same to the Beginning.

The above described lot was forfeited to the State of West Virginia in the name of F.G.L. Beuhring, and is designated

in the orders of Court made in said cause as Lot No.6. To have and to hold the said real estate and premises unto the said John Mills, John W Thornburg, and F.M.Farrell, Trustees, and their successors in office, forever. In trust, that the 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 Methodist Episcopal Church, South subject to the discipline, and usage and ministerial appointments of said church, as from time to time, authorized and declared by the General Conference of said church within whose bounds the said premises are situate, And the said T.B.Thornburg and Nettie D. Thornburg covenants to warrant specially, the title to the property hereby conveyed.

Witness the following signatures and Seals.

T.B.Thornburg (Seal)
 Nettie D. Thornburg (Seal).

Acknowledged the 8th day of July, 1885.

DEED BOOK 19. Page 61.

This Deed, Made the 6th day of February, 1872, between Charles H. Hull and Harriett M. his wife of the County of Cabell and the State of West Virginia, parties of the first part; and Edward D. Wright, John B. Baumgardner, O.W. Mather, Harrison Dorton, E.H. Kearns, Wm. Eggers and Berry Bias, all of the County and State aforesaid, as Trustee of the Methodist Episcopal church in the United States of America, parties of the second part, Witnesseth:

That in consideration of the sum of One Hundred and Fifty Dollars in hand paid, the receipt whereof is hereby acknowledged, the said parties of the first part do grant, sell, and convey unto the said parties of the second part, as Trustee, as aforesaid, all the following property, to-wit: The east end of Lot No. 17 in the village of Barboursville, in the County and State aforesaid, and bounded as follows: Commencing at a stake fifty feet from the north east corner of said Lot, on Pike Street and thence running fifty feet to a lot owned by Mrs. Virginia Watson; thence with said lot 80 feet to a stake; thence ; thence running across said lot No. 17 fifty feet to a stake; thence east 80 feet to the Beginning, containing fifty feet front on Pike Street, 80 feet deep, to a line of a Lot belonging to J.B. Baumgardner, it being the property on which the M.E. Church now stands, and which was conveyed by John S. Witcher and Flora, his wife to said Hall by Deed bearing date on the 16th day of October, 1866, and which is recorded in the Recorder's office of said County in Deed Book "A" on page 412, to which reference is hereby given. 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 Methodist Episcopal church in the United States of America, subject to the discipline usage, and ministerial appointments of said church as from time to time

authorized and declzred by the General Conference of said Church,
 And the annual conference in whose bounds the said premises are
 situated. And the said parties of t'he first part covenant that they
 will warrant, generally, the property hereby conveyed, unto the
 parties of the second part, as Trustees, as aforesaid, and their
 successors forever, for the purposes herein enumerated. Witness
 the following signatures and seals.

Charles H. Hall (Seal)
 Harriett M. Hall (Seal).

Acknowledged 1st day of May, 1875.

DEED BOOK 95. Page 456.

This Deed, Made this the 21st day of March, 1907, by and between S. E. Steele, William Turner, and G.W.Ayers, Trustees of and for the Methodist Episcopal church of Barboursville, Cabell County, West Virginia, parties of the first part; and Claud R. Miller, of Barboursville, Cabell County, West Virginia, party of the second part.

Witnesseth: That for and in consideration of the sum of One Thousand and Twenty dollars, (\$1020.00) of which the sum of Five Hundred and Twenty Dollars (\$520.00) is cash in hand paid, the receipt of which is hereby acknowledged, and for the residue, Five Hundred Dollars (\$500.00) the party of the second part has executed his one promissory negotiable note, due in six months after date, with interest at 6% from date, to secure the payment thereof, and in full performance of said obligation a vendor's lien is now here expressly retained upon the property hereinafter mentioned and conveyed; the said parties of the first part have bargained and sold, and by and hereby grant and convey unto the party of the second part, with covenants of general warranty, the following described property, to-wit:

The north-eastern quarter of Lot No.17, of the original plat of the Town or Village of Barboursville, West Virginia, or as much thereof as is now occupied and owned by the said Methodist Episcopal Church, of Barboursville, as aforesaid, being about (49-1/2) forty-nine and one-half feet fronting on Main Street and running back about Eighty (80) feet to the line of the property now owned and occupied by E.E.Spencer and company.

To have and to hold unto the said party of the second part, his heirs and assigns forever, together with all the covenants, hereditaments, and appurtenances and hereditaments hereto belonging, or in any wise appertaining.

Witness the following signatures and Seals.

S.E. Steele	(Seal)	Trustees of the
		Methodist Epis-
William Turner,	(Seal)	copal church, of
		Barboursville, W.V a.
George Ayers	(Seal)	

fraction lot adjoining the same , which was patented to the said John Samuels by the Commonwealth of Virginia, by letters patent, he, the said John Samuels becoming the purchaser of said lots at the escheator's sale the said lots before that time having escheated to the Commonwealth of Virginia in the name of John Irvin, and for a more specific description of the locality, the commencement of the abuttals the corner between George Merritt, Anthony Shelton, and the Southwest corner of the town of Barboursville ; and the lot of land hereby sold and transferred lays along and adjoining with George Merritt's land 60 feet and of the width of forty-six feet, together with all and singular, the houses, privileges and appurtenances thereunto belonging, or in any wise appertaining.

To have and to hold all and singular, the above mentioned and described lot or piece of land lying, and being as aforesaid, together with all and singular, the houses, waterways and privileges thereto belonging, or in any wise appertaining unto them, the said Patrick Talbot, John W. Hite, Charles L. Roffe, Joseph Rutherford and William McComas their successors in office forever, in trust that they shall suffer to be used enjoyed the house that is already builded on said lot, and shall from time to time repair, erect, and build or cause to be erected and built thereon, a house or place of public worship for the use of the members of the Methodist Episcopal Church in the United States of America, according to the rules and discipline which from time to time, may be agreed upon and adopted by the ministers and preachers of the said Church at their General Conference in the United States of America, and in further trust and confidence that they shall ~~be~~ at all times forever hereafter, permit such ministers and preachers belonging to the said Church as shall, from time to time, be duly authorized

by the General Conference of the ministers and preachers of the said Methodist Episcopal Church, or by the Annual Conferences authorized by the said General Conference to preach and expound God's holy word therein; and in further trust of confidence that that the said Trustees, or the survivors of them, shall aid and assist in the manner which is, or may be prescribed by the disciples of the said Methodist Episcopal church in supplying and filling all vacancies which may happen to the Trustees hereinbefore named by death, removal, or other causes so as to keep up a perpetual succession of Trustees, and the said John Samuels and Emily, his wife, doth, by these presents warrant and forever defend all and singular, the before mentioned lot of land with its appurtenances thereto belonging unto the said Trustees, and their successors chosen and appointed by the discipline of the said Methodist Episcopal is, or shall be erected, free from the claim or claims of them, the said John Samuels and Emily, his wife, and free from the claim of all other person or persons, whatsoever, by these presents.

In testimony whereof, the said John Samuels and Emily, his wife, hereunto set their hands and seals this day and date first above written.

John Samuels (Seal)

Signed, sealed, and Emily Samuels (Seal).

delivered in the presence of us

Admitted to record July 24th, 1835.