

T. N. Wilson et al)

To)

DEED

Rebecca J. Fox,)

THIS DEED, made this 14th day of February, in the year 1925, by and between T. N. Wilson, in his own right and as the husband of Clara M. Wilson, and Clara M. Wilson, in her own right, and as the wife of T. N. Wilson, parties of the first part, and Rebecca J. Fox, party of the second part: All of the County of Marion and State of West Virginia.

WITNESSETH: That for and in consideration of the sum of five thousand five hundred dollars (\$5,500.00) partly paid and partly to be paid by the said party of the second part unto the said parties of the first part, as follows: \$1,000.00 part thereof, cash in hand paid, the receipt of which is hereby acknowledged; \$500.00 another part thereof to be paid on or before one (1) year from the date hereof, with interest thereon from the date hereof, at the rate of six per centum (6%) per annum; \$500.00 ^{another} part thereof to be paid on or before two (2) years from the date hereof, with interest as aforesaid; \$500.00 another part thereof to be paid on or before three (3) years from the date hereof, with interest as aforesaid; \$500.00 another part thereof to be paid on or before four (4) years from the date hereof, with interest as aforesaid; \$500.00 another part thereof to be paid on or before five (5) years from the date hereof, with interest as aforesaid; \$500.00 another part thereof to be paid on or before six (6) years from the date hereof, with interest as aforesaid; \$500.00 another part thereof to be paid on or before seven (7) years from the date hereof, with interest as aforesaid; \$500.00 another part thereof to be paid on or before eight (8) years from the date hereof, with interest as aforesaid, and \$500.00 the residue thereof to be paid on or before nine (9) years from the date hereof, with interest as aforesaid; for which above described nine (9) deferred installments of purchase money the said party of the second part has made, executed and delivered unto the said parties of the first part, her nine (9) negotiable promissory notes in writing each calling for the principal sum of five hundred dollars (\$500.00) and due and payable as aforesaid, with interest as aforesaid, negotiable and payable at The First National Bank of Fairview, Fairview, West Virginia, and to secure the payment of all said deferred installments of purchase money a vendor's lien is hereinafter reserved and retained, the said parties of the first part do grant and convey unto the said party of the second part, but subject to the exceptions and reservations hereinafter contained, all the following described real estate, the same consisting of three (3) tracts or parcels of land adjoining each other aggregating in all one hundred (100) acres, more or less, and located on the waters of Big Paw Paw Creek, in Paw Paw District, Marion County, West Virginia, and separately bounded and described as follows, to-wit:

PARCEL NO. 1. Beginning at a stone in a line of land formerly owned by Isaac Davis, now the Amos and Talkington heirs, and running thence N. 28-1/2° E. 10-3/4 poles to a stone; thence N. 2° E. 59-1/2 poles to a stone, corner to land formerly owned by Robert Davis; thence N. 79° E. 103-1/4 poles to a hickory, corner to lands formerly owned by James Eddy, Now Ellis Eddy; thence S. 5-1/2° E. 46 poles to a stone, corner to lands formerly owned by Amos Jones heirs, now Jarvis Parker; thence S. 50-1/2° W. 26 poles to a stone; thence S. 20° W. 19 poles to a stone; thence S. 3° 10-1/2 poles to a stone; and thence N. 83-1/2° W. 96-1/2 poles to the beginning, containing fifty acres, be the same more or less; being the same real estate that was conveyed unto the said Clara M. Wilson, one of the parties hereto of the first part, by Cora A. Brock and W. E. Brock, her husband, by deed bearing date the 4th day of September, 1899, and of record in the office of the Clerk of the County Court of Marion County, in Deed Book No. 89, at page 331.

*Added to Marion Fox
4/26/27*

But there is expressly excepted and reserved from the operation of this deed and not conveyed or intended to be conveyed hereby, the following, that is to say:

1. All of the Pittsburgh, or Nine foot vein or seam of coal and all of the Sewickley or Mapletown vein or seam of coal within and underlying the above described tract or parcel of land, together with all of the mining rights and privileges thereunto belonging for the mining and removal of each of said veins of coal, each of said veins of coal and said mining rights and privileges having been heretofore sold and conveyed away by the said parties of the first part or their predecessors, and the same are not now owned by the said parties of the first part.

2. The gas well now located upon the above described tract of land, together with all of the rentals, royalties, income and benefits whatsoever thereto belonging or in any wise appertaining, or that may be produced therefrom whether said well remains at its present depth or is operated at a greater or lesser depth.

3. All pipe line rights-of-way now existing upon and over the above described tract of land.

4. A road along the line of Wesley Wilson's land to the County Road, such road to be enclosed by gates or bars, and being the same road heretofore reserved in the deed made by Amos Jones to James R. Amos, bearing date the 7th day of June, 1883, and of record in said County Clerk's office in Deed Book No. 35, at page 43, to which deed reference is here now made as part hereof, for a description of said road hereby excepted and reserved.

PARCEL NO. 2, Beginning at a stone in a line of land formerly owned by Teter Toothman, and running N. 4-1/2° W. 79-1/2 poles to a stone; thence S. 88-1/2° E. 41 poles to a stone on ridge, corner to lands formerly owned by Amos Jones heirs, now Jarvis Parker; thence S. 3° E. 5 poles to a stone; thence S. 5° E. 63 poles to a stone, and thence S. 79-3/4° W. 51-1/2 poles to the beginning, containing twenty acres, be the same more or less, and being the same land that was conveyed unto T. N. Wilson, one of the parties hereto of the first part, by Cora A. Brock and W. E. Brock, her husband and Nancy Amos, widow of James R. Amos, deceased, by deed bearing date the 4th day of September, 1899, and of record in said County Clerk's office in Deed Book No. 89, at page 371.

But there is expressly excepted and reserved from the operation of this deed, and not conveyed or intended to be conveyed hereby, the following, that is to say:

1. All of the Pittsburgh or Nine foot vein or seam of coal, within and underlying the last above described tract or parcel of land, together with all of the mining rights and privileges thereunto belonging for the mining and removal of each of said veins of coal, each of said veins of coal and said mining rights and privileges having been heretofore sold and conveyed away by the said parties of the first part or their predecessors, and the same are not now owned by the said parties of the first part.

2. All of the royalties and rentals heretofore received by the said parties of the first part, and each of them, from the gas well located on the last above described tract or parcel of land and all such royalties accruing and paid up to the 30th day of September, 1925.

3. All pipe line and telephone line rights-of-way now existing upon and over the last above described tract or parcel of land, together with the telephone box now located on said premises.

4. a road along the line of the Teter Toothman land to the County Road, such road to be enclosed by gates or bars, and being the same road heretofore reserved in the deed made by Amos Jones to James R. Amos, bearing date the 7th day of June, 1883, and of record

in said County Clerk's office in Deed Book No. 35, at page 43, to which deed reference is here now made as part hereof, for a description of said road hereby excepted and reserved.

And for the consideration aforesaid, the said parties of the first part do grant and convey unto the said party of the second part the following goods and chattels now on said last above described parcel of land, that is to say: 2 horses, 1 mowing machine, 1 hay rake, 1 wagon, work harness and buggy harness, 1 harrow, 1 2-horse plow, 1 cultivator, 1 corn drill, 1 buggy and other farm utensils; but there is expressly excepted and reserved from the operation of this deed and not conveyed or intended to be conveyed hereby, all hay, potatoes, grain and a Fordson tractor now on said last above described premises, together with the right to the said parties of the first part to remove the same therefrom.

PARCEL NO. 3, Beginning at a hickory stump, corner to lands formerly owned by Robert and Isaac Davis, now Davis heirs, and running N. 59° E. 12-1/2 poles to a C. 0; thence N. 23-1/2° E. 6-3/4 poles to a stone; thence S. 83-1/2° E. 96-1/2 poles to a stone, corner to lands formerly owned by the said parties of the first part; thence S. 4-1/2° W. 79-1/2 poles to a stone; thence S. 79-3/4° W. 43 poles to a stone; thence N. 18-3/4° W. 27 poles to a stone; thence N. 15-3/4° W. 50-3/4 poles to the place of beginning, containing thirty acres, more or less, and being the same tract or parcel of land that was conveyed unto the said parties of the first part by Homer B. Amos and Mary E. Amos, his wife, by deed bearing date the 29th day of March, 1912, and of record in said County Clerk's office in Deed Book No. 182, at page 9.

But there is expressly excepted and reserved from the operation of this deed and not conveyed or intended to be conveyed hereby, all the Pittsburgh or Nine foot vein or seam of coal and all of the Sewickley or Mapletown vein or seam of coal within and underlying the last above described tract or parcel of land, together with all of the mining rights and privileges thereunto belonging for the mining and removal of each of said veins of coal, each of said veins of coal and said mining rights and privileges having been heretofore sold and conveyed away by the said parties of the first part or their predecessors, and the same are not now owned by the said parties of the first part.

There is also expressly excepted and reserved from the operation of this deed and not conveyed or intended to be conveyed hereby, the one-sixteenth of all the oil that may be produced from said last above described tract of land and all royalties that may hereafter accrue or be derived or produced from a certain gas well heretofore drilled and now being operated upon said last above named premises.

There is also expressly excepted and reserved from the operation of this deed and not conveyed or intended to be conveyed hereby, one-half of the oil and one-half of the gas within and underlying the last above described tract of land.

There is also expressly excepted and reserved from the operation of this deed and not conveyed or intended to be conveyed hereby, a certain right-of-way heretofore conveyed by Homer B. Amos and Mary E. Amos, his wife, to the Carnegie Natural Gas Company for a pipe line upon and over the last above described tract of land.

To have and to hold all the above described and herein conveyed real estate, together with all the right, title, interest and estate therein of the said parties of the first part, and each of them, unto the said party of the second part, her heirs and assigns forever.

The said parties of the first part covenant to and with the said party of the second part that they have good right and title to all the above described and herein conveyed real estate; that they have done nothing to encumber the same and that they will warrant the same

generally except as against the said nine (9) above described deferred installments of purchase money and their interest, to secure the payment of all of which a vendor's lien is herein expressly reserved and retained upon and against all the above described and herein conveyed real estate.

It is further expressly understood and agreed by and between the parties hereto that in the event default be made in the payment of any of said above described deferred installments of purchase money and the notes representing the same, and the interest thereon at maturity, all said notes then remaining unpaid shall at once become due and payable both as to principal and interest and the holder of said notes shall have the right immediately to proceed to collect the same and to enforce the vendor's lien herein retained, anything in said notes or any of them to the contrary notwithstanding.

Witness the following signatures and seals.

T. N. Wilson (SEAL)

Clara M. Wilson (SEAL)

STATE OF WEST VIRGINIA,

COUNTY OF MARION, TO-WIT:

I, William S. Haymond, a Notary Public, in and for the said County of Marion and State of West Virginia, do certify that T. N. Wilson, in his own right, and as the husband of Clara M. Wilson, and Clara M. Wilson in her own right and as the wife of T. N. Wilson, whose names are signed to the writing hereto annexed, bearing date the 14th day of February, 1925, have this day acknowledged the same before me in my said County.

Given under my hand this 27th day of February, 1925.

William S. Haymond

Notary Public.

My commission expires

Nov. 3d, 1932.

WEST VIRGINIA, TO-WIT:

Be it remembered that on the 22 day of January, 1927, the foregoing instrument of writing, bearing date on the 14 day of February, 1925, with Five Dollars and Fifty Cents in Revenue Stamps duly cancelled, was presented to me, Lee N. Satterfield, Clerk of the County Court of Marion County, in my office, and together with the certificate thereto annexed, was admitted to record.

Teste:

Lee N. Satterfield, Clerk.

Eldora Moran " Wife)

To)

DEED

Bailey Morgan)

This deed made and entered into this 2nd day of March, 1918, between Eldora Moran and Lydia Moran his wife, of Marion County, West Virginia, parties of the first part and Bailey Morgan of the same county and state of the second part. Witnesseth that for and in consideration of the sum of five dollars 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 property, that is to say a certain parcel of land situated in the District of Winfield, Marion County, West Virginia, near Mt. Zion M. E. Church to be used

Rec'd to Bailey Morgan
4/8/27