

Cabell County Court Clerk's Office 22nd Feb. 1839

This deed from Edwige Smith junr to Edwidge Smith jr. was this day presented to one the Clerk of Cabell County Court & was acknowledged by the said Edwidge Smith junr. to be his act & deed, the same is admitted to record.

John Samuels C. C. C.

This Indenture made this 20th day of March in the year of our LORD one thousand eight hundred & thirty seven between James T. Watson of the City of New York of the first part & Christopher Neese of the County of Cabell & State of Virginia of the second part Witnesseth that the said James T. Watson in consideration of the sum of \$38,75 secured to be paid at or before the ^{1st of Feb. 1839} issuing of this present, the receipt & security of which is hereby acknowledged, hath bargained & sold by these presents doth bargain & sell unto the said Christopher Neese a certain piece or parcel of Land lying & being in the said County of Cabell & State of Virginia on the south side of the Branch Fork of Ludlow fork Creek adjoining his land & bounded as followeth to wit: Beginning at a Sugar tree & White oak on a hill side, corner of his land, thence S 85 W 60 poles to a white oak & Dogwood, N 53 W 88 poles to 2 white Oaks on a flat ridge S 16 W 73 1/2 poles to 2 bushes in a branch flat near Durah line, S 78 30 poles to a bunch white oak & Dogwood, S 18 E 100 poles to 2 hickories on a ridge S 83 E 10 poles to 2 hickories, corner of Stephen Starlocks land thence with it N 75 E 40 poles to 2 White Oaks, S 67 E 40 poles to a White oak, S 67 E 40 poles to a white oak N 57 E 50 poles to 2 white oaks on a line of Morris Postons road, thence with it to said Neese land & with it to the (beginning) containing 155 acres be the same more or less with its appurtenances. To have & to hold the said 155 acres of land with its appurtenances unto the said Neese his heirs & assigns forever. And the said James T. Watson for himself & his heirs doth covenant & agree to & with the said Christopher Neese his heirs & assigns that he the said James T. Watson the said 155 acres of land with its appurtenances unto the said C. Neese his heirs & assigns forever, free from the Claims of him the said James T. Watson his heirs & assigns, & of all & every person or persons whatsoever claiming or to Claim from, through, or under him or them or either of them, shall, will & do warrant and lawfully defend by these presents. And it is further covenanted & agreed by & between the said James T. Watson for himself & his heirs & the said Neese his heirs & assigns that if ever the said C. Neese his heirs or assigns or either of them, should be evicted by any course of legal proceedings, and the judgment of any of the Superior Courts of this Commonwealth or of the United States, from the said 155 acres of land by any person claiming superior or as near to the title of the said James T. Watson that then & in that case, the said James T. Watson or his heirs shall refund & repay to the said C. Neese his heirs or assigns as well the said sum of \$38,75 in case of a total eviction & a rateable proportion thereof per acre in the event of a partial eviction but without interest thereon in either case. In Testimony whereof the said James T. Watson has sealed & delivered these presents the day & year first above written.

James T. Watson Esq. by his attorney in fact

Wm. L. Buffin of Pa.

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This Deed from James T. Watson to Christopher Neese, was on the 27th day of April 1839 presented to me the Clerk of Cabell County Court & was duly acknowledged by the said James T. Watson to be his act & deed, through William L. Buffin his attorney in fact, and was on this day handed in for record, which is accordingly done.

John Samuels C. C. C.