

3382

WARRANTY DEED

George T Payne

to

Clyde Edwards et al

KNOW ALL MEN BY THESE PRESENTS: That Geirge T Payne married of the County of Harrison and State of Ohio in consideration of the sum of One Dollar to me said by Clyde Edwards and J Leroy Work the receipt whereof is hereby acknowledged does hereby GRANT BARGAIN SELL AND CONVEY to the said Clyde

Edwards and J Leroy Work their heirs and assigns forever the following described real estate situated in the County of Harrison in the State of Ohio and in the township of Athens and bounded and described as follows, viz: Being a part of the N.E. quarter of sec 4 township 9 and range 5, beginning for the same at a point in the east line of said section 576½ feet south of the N.E. corner of said section and on the south side of the Bridge; thence north 52 deg west 11.32 chains to a stone; thence south 3½ deg. W 8.71 chains to a point in the center of the road where an apple tree 4 in is S 42½ deg. W 21 feet and an apple tree 4 in is N 32½ deg. W 23½ feet; thence S 88 deg. E 6.06 chains to a stone on the east side of the road; thence N 62½ deg. E 3.86 chains to the place of beginning containing 4.62 acres more or less. The No 8 or Pittsburg vein of coal is not conveyed by this deed not being owned by the grantors and is to be excepted in this conveyance. A former Grantor namely W.H. Love reserves the right of way as now used over the above described premises to a coal mine on said premises also space to operate same as now is used also the right to use the entries or open or continue entries already begun till they reach the land of the said former Grantor W.H. Love on the west side of the above described tract for a period of twenty (20) years after the expiration of a lease of mining rights now held by former Grantor W.H. Love said lease expires April 1st 1938 It has been mutually agreed upon by former grantors that the line fence on the north side of the above described tract shall all be placed on the south side of the Creek and as near the true line as is practical to build a permanent fence This right of so locating the fence shall not be impaired by transfer of ownership.

and all the estate title and interest of the said grantor George T Payne either in law or in Equity of, in and to the said premises. together with all the privileges and appurtenances to the same belonging and all the rents issues and profits thereof; to have and to hold the same to the only proper use of the said grantees Clyde Edwards and J Leroy Work their heirs and assigns forever, and the said George T Payne for himself and for his heirs, executors and administrators does hereby covenant with the said Grantees Clyde Edwards and J Leroy Work their heirs and assigns that he is the true and lawful owner of the said premises and has full power to convey the same that the title so conveyed is clear free and unincumbered and further that he will warrant and defend the same against all claim or claims of all persons whomsoever.

IN WITNESS WHEREOF the said George T Payne and Laura A Payne his wife who hereby releases all her right and expectancy of dower in the said premises have hereunto set their hands this 10th day of June in the year of our Lord one thousand nine hundred and twenty.

Signed and acknowledged in presence of us:

Oscar P Porter

Agnes B Porter

George T Payne
her
Laura A X Payne
mark

State of Ohio Harrison County SS

BE IT REMEMBERED that on the 10th day of June in the year of our Lord one thousand nine hundred and twenty before me the subscriber a Notary Public in and for said County personally came George T Payne and Laura A Payne the grantors in the foregoing deed and acknowledged the signing thereof to be their voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



Oscar P Porter
Notary Public