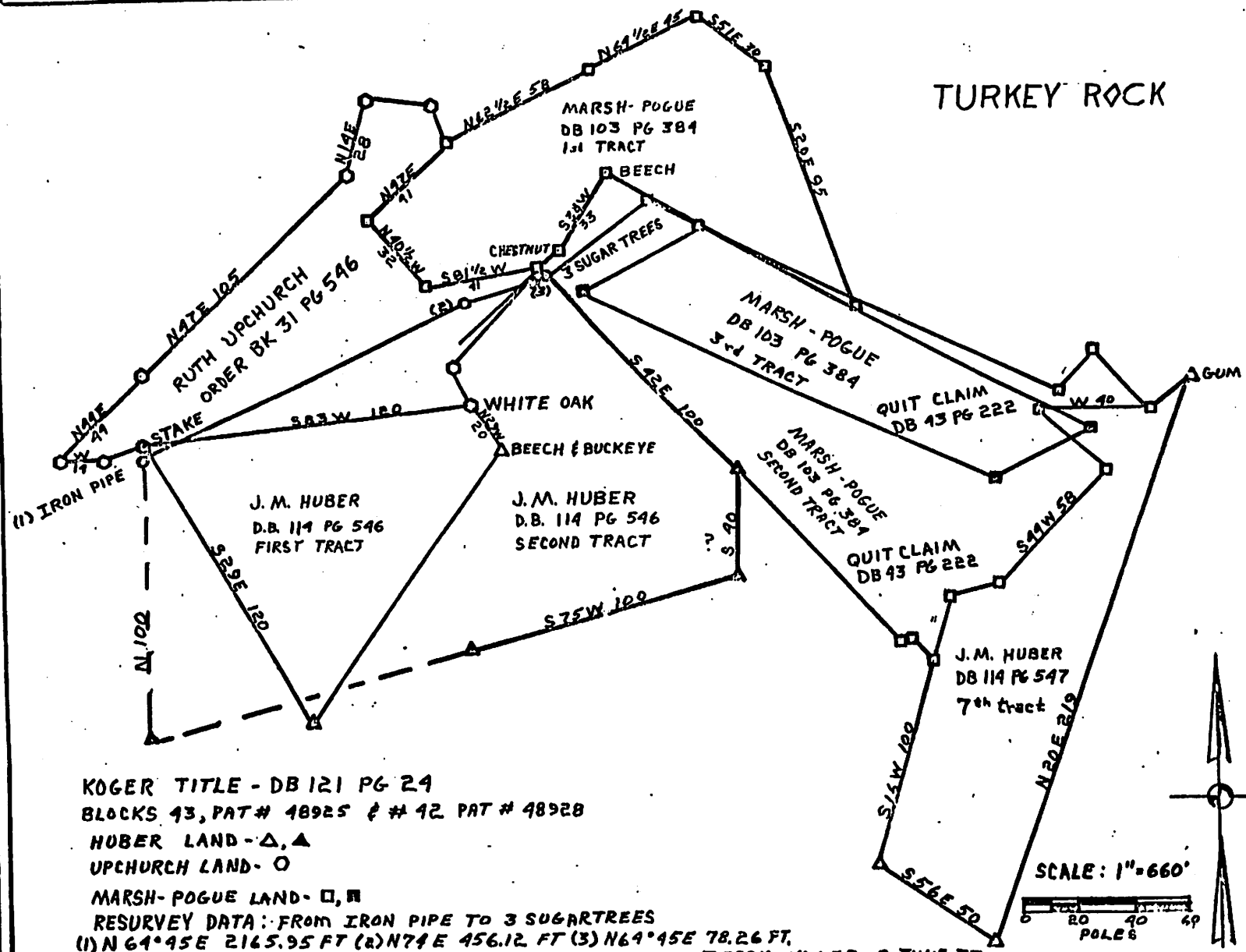


○ See Ltr 10 APR 2000 Melua Davis U to RPU - Pg 9 & Text of letter. Page 9 is a diagram of several tracts in Wayne Co, KY surveyed by JERRY KOGER 8 JUN 1973. Jerry writes to Melua on 23 MAR 2000 and shows the diagram & several supporting documents and says "we" no longer own this land. It was sold to the WAYNE LUMBER CO of Monticello, KY. Several of the tracts originally owned by J. M. HUBER and several by MARSH-POGUE (presumably two families) and one tract originally owned by RUTH U [Order Book 31 Pg 54b]. Melua thinks the diagram includes the land of Shadrach U [son of George U - Head of clan] on the LSF.

CROSSFILE: WAYNE CO, KY - LSF - LAND PROJECT ↑

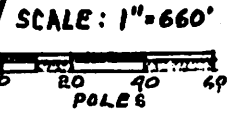
[Note: I could not match any of the "supporting" documents to the diagram - RPU 13 SEP 2000]

TURKEY ROCK



KOGER TITLE - DB 121 PG 24
 BLOCKS 43, PAT # 48925 & # 42 PAT # 48928
 HUBER LAND - Δ, \blacktriangle
 UPCHURCH LAND - \circ
 MARSH - POGUE LAND - \square, \blacksquare
 RESURVEY DATA: FROM IRON PIPE TO 3 SUGAR TREES
 (1) N 64° 45' E 2165.95 FT (2) N 74° E 456.12 FT (3) N 64° 45' E 78.26 FT.

JERRY KOGER 8 JUNE 73



REC'D
23 MAR 2000

#i Phil - I guess this is the bal-
ance of your Little South Fork deeds.
They arrived this morning - way over
due, I was beginning to get concerned.
This total was ~~\$10.00~~ + \$3.20 postage
and we're even. I noticed from the
cover letter they sent a "cophextra"
so should there be some "Older Creek"
stuff in there, we didn't order
those.

A strange dilly - Irony - At the time I
got your 1st request my father-in-law
had been in the hospital and had shared
some "hospital gossip" with us in regards
to our next door neighbor Mr Richardson.
Mr Richardson a couple years ago got
Gullian-Bar Syndrome and was hospitalized
a year. He's ok now. He's a big long
timber man - owns his own sawmill. Due
to his hospital finances he was a little
shopped for a while and heard of
a huge amt of land on South Fork
near his sawmill on Mt Pisgah that
was attainable. He approached Melton

as miltor's wife was friends with his
wife that they maybe go halves? Next
thing my neighbor heard - Miltor went
straight to the lady bought the whole
thing on loan, hired all timber cut
used the timber \$\$\$ to pay off the
loan and my neighbor and him
are no longer friends.

I have to say the whole time I was
looking this deedwork up I thought of
the "hospital gossip"

Well - let me know if you need
any other work. Thanks a bunch!
Jackie



*Each New Morning Promises Still Another Day
Of Wonderful Memories To Feed And Grow Upon.*



COMMONWEALTH OF KENTUCKY
OFFICE OF THE SECRETARY OF STATE

JOHN Y. BROWN III
SECRETARY OF STATE

SUITE 152, STATE CAPITOL
700 CAPITAL AVENUE
FRANKFORT, KY 40601-3493
(502) 564-3490
FAX: (502) 564-5687
WEBSITE: WWW.SOS.STATE.KY.US

March 20, 2000

Ms. Jacqueline Daffron
815 N. Main
Monticello, KY 42633

Dear Ms. Daffron:

As requested, we are enclosing copies of patent information filed with the County Court Order Series of Kentucky Land Grants. All available information is included: the Warrant (where located) authorizing each survey to be made; the official Survey depicting each tract; and the Grant finalizing each patenting transaction. It should be noted that Warrants and Surveys could be sold, traded or reassigned during the patenting process; such assignments occurred with the enclosures. The recipient of the Grant is the person who took title to the land. There is no master patent map that depicts the location of these tracts; that information has to be determined by the researcher. Hopefully this information will assist your research.

Subsequent conveyances of this property are filed on the county level with Wills and Deeds. Those records are housed with the county clerk. They are also available from the Department for Libraries & Archives, Coffeetree Road, Frankfort, KY 40601.

Due to overpayment, we are enclosing two other Upchurch patents in the same area. Hopefully this meets with your approval.

If you have questions regarding land patenting or find we may be of further assistance, please contact our office. We will be happy to work with you again.

Sincerely,

A handwritten signature in blue ink that reads "Kandie Adkinson".

Kandie Adkinson, Administrative Specialist,
Land Office Division, for

JOHN Y. BROWN III
SECRETARY OF STATE



AN EQUAL OPPORTUNITY EMPLOYER M/F/D

MICHAEL ENTERPRISES
R. P. UPCHURCH
6 EAGLES WAY LANE
LAKE ST. LOUIS, MISSOURI 63367-2240



27 MAR 2000

J. C. DAFFRON
815 MAEN
MONTICELLO, KY 42633

Dear Jodie,

I thank you for your letter and the packet of materials that arrived 23 MAR 2000. Provided herewith is my check for \$23.²⁰ to cover the amount given in your letter. It is nice that you have now completed the collections of documents that will help us understand more about Wyburdy land holdings on the CSF in the 1800's. You have done your job and now it's up to me.

I am not sure when I can get to the project as we are in the midst of some important changes in our lives. We are having a new home built and are selling our present one. Some items have gone into temporary storage. On the 29th we leave for 10 days in Tucson to stay with our grandchildren while their parents go to Australia. Then we have to plant 500 acres

of soybeans and I am in the midst of negotiating a new two-year deal with my 3 farm operators. on top of all that I came down Friday Night with a severe cold. I hope the worst of the cold is over as of today. It all sounds like a lot of excuses, doesn't it.

Anyway starting this fall one should have a more corporate lifestyle - and maybe then I can get back to the documents you collected.

Thanks for being responsive to our requests.

P.S.
Thanks for the Hospital Corp. It all rings true. Such is human nature.

Sincerely yours
Phil Yellumby
(BOB ERT PHILIP UPCHORCA)

Phil Y

" your genea- logical helper"

JACQUELINE G. SEXTON
Post Office Box 041
Monticello, Kentucky 42633

REC'D
18 FEB
2000



Date: 14 FEBRUARY 00

Inquiry: Opchurch

JC DAFFRON
815 MAIN
MONTICELLO, KY 42633

Phillip -

Sorry for the way-long silence. I took off thru the holidays then picked up a little job after the 1st keyboarding depositions for the court reporter AND got a bit overwhelmed.

Back on track now, I think this must be the remaining acreage at South Fork and there is such a mystery as to deed and principle. I guess for that amount of money I'd want a full deed and want to be called in no way a "tenant." The acreage does boost the total on up where you were looking for.

Enclosed I've included the Opchurch lands "outgoing" sold off from the land grant period up and approaching 1900. I've gotten es for as Book Q and will finish on next trip. I've ordered the remainder of the original land grants from the state archives and expect them any day. I will forward them upon receipt.

02/14/00
15.00 time
7.75 copies
price ~~13.25~~ postage
\$ 25.00

Today Is A Gorgew's Day - Spring Is
Springing - I believe the March flowers
will open today!!

😊 Jackie

"They who take no pride in the noble achievements of remote ancestors, will never achieve anything worthy to be remembered by remote descendants"
Macaulay

M10
7-17-95
Book 244
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SPECIAL WARRANTY DEED

THIS DEED OF CONVEYANCE made and entered into by and between THE MARY ELIZABETH MILLER REVOCABLE TRUST, under trust agreement dated October 12, 1989, acting by and through its duly authorized Trust Officer, of Peoples and Union Bank of P.O.Box 2277, Lewisburg, TN 37091, and Mary E. Miller, deceased, by and through her sucessor owner, the Mary Elizabeth Miller Revocable Trust, under trust agreement dated October 12, 1989, with its principal office in Lewisburg, Tennessee, acting by and through its successor owner and sole stockholder, parties of the first part, (hereinafter referred to as GRANTORS): and MILTON ROBERTS, and his wife, DORIS ROBERTS of 222 E. Evelyn Avenue, Monticello, Wayne County, Kentucky 42633, party of the second part, (hereinafter referred to as GRANTEES):

W I T N E S S E T H:

THAT THE GRANTORS for and in consideration of the sum of TWO HUNDRED SEVENTY FIVE THOUSAND DOLLARS (\$275,000.00), cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, have this day bargained and sold and do by this instrument of writing grant, transfer, set over and convey unto the GRANTEES, MILTON ROBERTS and his wife, DORIS ROBERTS, as joint tenants for and during their joint lives with remainder in fee to the survivor of them, their heirs and assigns, a certain tract or parcel of land lying and being in Wayne County, Kentucky, and bounded and described as follows, to-wit:

PARCEL # 1:

BEGINNING on a black oak, a conditional corner between William Hicks and Ewing Littrell; thence S 55 E 112 poles to a poplar and elm in the hollows; thence a conditional line 45 poles up the hollow to a sugartree and sourwood on the line of R.D. Denney; thence N 58 E 490 poles to a stake and sugartree, R.D. Denney and Loren Hancock corner; thence Southeastward down the drain 33 poles, more or less, to a black walnut; thence Northeastward 21 poles, more or less, to a double elm near a spring; thence Northward 52 poles, more or less, to a stone, Claud Rigney's corner; thence Northeastward 10 poles, more or less, to a stone marked "X"; thence Northward 5 poles, more or less, to a stone; thence, with his line to a rock on Robert Hancock corner near a cave; thence, in a Southern direction, meandering with a gully, 15 poles, more or less, to a stone marked "X" and a double cedar; thence Eastward 11 poles, more or less,

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to a hickory; thence Southward 9 poles to two cedars at a hollow; thence Eastward, with the hollow, 10 poles to two black walnuts; thence, a Southeastward direction, 7 poles to a rock marked "X"; thence a Southern direction 14 poles to a rock marked "X", Robert Hancock corner; thence a Southeastern direction 10 poles to a rock marked "X"; thence, with said Hicks and Edwards line, to the beginning.

PARCEL #2:

FIRST TRACT: BEGINNING at a post oak and ironwood corner to a 550 acre survey made in the name of Moses Sallee & running South 83 East 36 poles to a gum and hickory; South 38 East 18 poles to a black oak; South 2 West 120 poles to a stake; East 30 poles to a stake South 2 West 34 poles to a white oak, a conditional corner, made between Sandusky Burnett and Jas Christian; thence, with a conditional line made by said parties, North 82 East 78 poles to a stake in the Nancy Adkins line; South 7 West 27 poles to her corner, two chestnut oaks; thence, still said line, South 20-1/2 West 160 poles to her corner, two chestnut oaks; still her line, South 25 East 34 poles to two black gums, Washington Young's and Nancy Adkins' corner; thence, with said Young's line, South 50 West 98 poles to his corner, a black oak; still said line, South 47 West 39 poles to a stake, line of the 550 acre survey, made in the name of said Moses Sallee; thence with the same, South 35-1/2 East 49 poles to his corner, a stake, now a hickory; still his line, North 87 West 324 poles to his stake corner, now a beech; still his line, North 18-1/2 West 60 poles to a stake in said line near the fence; thence, leaving said line, North 69 East 12 poles to a stake; North 18 West 12 poles to a stake; North 11 East 9 poles to a stake; North 76 East 6 poles to a stake; North 6 East 12 poles to a stake; North 19 West 12 poles to a stake; North 25 East 7 poles to a stake; North 63 East 16 poles to a small white oak; North 15 West 27 poles to a stake; North 39 West 32 poles to a stake; North 66 West 6 poles to a small hickory; North 33 East 56 poles to a sugartree, a conditional corner, made by Giles Parmley and Harmon Lovelace; thence, with said conditional line, North 71 West 26 poles to a Sugartree and iron wood; North 4 West 18 poles to a beech on the bank of the creek at the mouth of a short drain; thence, up the creek and with the same, West 40 poles to the end of a cross fence; thence, with the fence, North 10 West 45 poles to a stake; North 51 East 20-1/2 poles to a stake, a conditional corner made by Giles Parmley and Keeton heirs; thence, with a conditional line made by them, North 5 East 46 poles to two ashes on top of a ridge, a conditional corner made by said parties; thence, said line, North 68 East 94 poles to a black gum; East 42 poles to a stone and walnut at the road; South 64 East 53 poles to a sugartree and rock, Giles Parmley's corner; North 27 East 62 poles to a stake in the middle of the creek, a conditional corner made between Giles Parmley and Frank Hurt; thence, meandering the creek, North 42-1/2 East 55 poles to a stake in said creek; said line, North 23 East 4 poles to a stake; said line, South 74-1/2 East 52 pole to a stake; said line, North 71-1/2 East 46 poles to a hickory and black oak on Moses Sallee's line; with said line, South 2 West 6 poles to the beginning, containing what is said to be 800 acres, more or less.

SECOND TRACT: BEGINNING at a gum and pine, Stephen Gibson's corner on the Moses Sallee's line at the Yellow Cliff and thence binding said Cliff; and with the same, South 35 West, with Gibson's line, 117 poles to a stake

in the head of a hollow; thence South 88 East 60 poles to a pine, Washington Young's corner on a high bluff; thence South 70 West, with Young's line, 56 poles to a pine; thence South 47 West, still said line, 16 poles to a black oak, David Stonecipher's corner; thence, binding said Cliff, North 10 East, with Stonecipher's line, 140 poles to a stake on Moses Sallee's line; thence South 87 East 72 poles, with Sallee's line, to the beginning, containing 40 acres, more or less.

THIRD TRACT: BEGINNING on a beech tree at the head of a spring; thence, with the line, 30 feet outside of where the old fence ran, Northwardly, around the bottom part of said farm, to what is known as the lower end of the Cal Jones Bottom; thence, with the fence enclosing the Cal Jones Bottom, to Jess Patton, now Proctor Patton's corner, a stone set in the fence, a corner between the lands now owned by Ray Fairchild and formerly owned by M. R. Burnett, and the lands owned by C. W. Hurt heirs and P. M. Patton; thence, running with said fence as now located, to three small elms and a small ash in said fence and edge of the public road; still running with said fence as now located, along the edge of the public road, a distance of 33 poles and 12-1/2 feet to a stone in said fence by the side of the public road; thence, leaving said road and fence and running thence South 55 West 41 poles and 2-1/2 feet to a small white oak and small sugartree (the corrected degree between the aforesaid corners is South 58-1/2 West as ascertained by survey made March 29, 1961); thence South 65 West 72 poles to where an ironwood was called for, which is now gone, but there is a rock marked with a cross-cut in it near a sink between rocks (the corrected degree between the aforesaid corners is South 68 West as ascertained by survey made March 29, 1961); thence South 35 East 28 poles to a black walnut in a rail fence on the edge of the public road (the corrected degree between the aforesaid corners is South 30-1/2 East as ascertained by survey made March 29, 1961); thence, running with said fence up the road to a stone in the fence near said road, at a water gap, gate, and cross-fence; thence, running with said cross-fence to the beginning, a corner, a beech now dead, and a stone at the head of a spring.

FOURTH TRACT: (ON WATERS OF THE LITTLE SOUTH FORK CREEK) BEGINNING on a stone by the side of the public road, the beginning corner of Tract No. 1 of the division of the lands of Joel Keeton deed, and running with the line of said tract S 36 E 40 poles to the corner of said lot, a stake in the Keeton Branch below a water gap; thence, up said branch, S 62-1/2 W 14 poles to a stake; thence, crossing the branch, S 7-1/2 W 18 poles to a stake at the line fence between Sandusky Burnett and the Keeton lands; thence, with his line, S 23-1/2 E 92 poles to Giles Parmley's corner; thence, with his line, S 27 W 49 poles to an ash and rock in said line; thence, still with his line, S 27 W 13 poles to his corner, a sugartree and rock; still his line, N 64 W 53 poles to a stone and black walnut at the road, a conditional corner made by Giles Parmley and the Joel Keeton heirs; thence, a conditional line made by said parties, W. 42 poles to a black gum, ash, and two dogwoods on top of the ridge; still a conditional line made by said parties, S 68 W 94 poles to two ash trees on top of a ridge, a conditional line corner made by said parties; thence N 44 E 37 poles to a beech and dogwood, and stone in a branch in a line of Lot No. 4; thence, with said branch, about due North, N 140 poles to the mouth of a lane and said branch; thence, about due East 4 poles to a large spring in the west bank of the creek; thence, with the creek; 15-1/2 W

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32 poles to a rock in the bank of the creek at the corner of the orchard fence, a corner to Lot No. 4 of the Joel Keeton lands; thence N 5 poles to a cedar and stone marked "X" at the public road; thence, running with said road, in a northeast direction 120 poles to the place of beginning.

FIFTH TRACT: The oil, gas and mineral rights in and under 15 acres of land, more or less, reserved from sale of the Hedrick & Kennedy land to Ed Stoncipher, lying South of public road and East of a lane, and binding on Lot No. 4 of the G.A. Keeton land.

This conveyance is expressly made subject to a boundary line designation heretofore entered into between Ray Fairchild and P.M. Patton on October 14, 1961, which line designation deed, creating and establishing a division line between lands hereby conveyed and lands formerly owned by P.M. Patton, is now of record in the office of the Clerk of the Wayne County Court, in Deed Book No. 113, at page 239, and establishes the boundary line between the respective properties as follows:

BEGINNING on a stone set in the fence, a corner between the land now owned by Ray Fairchild and formerly owned by M. R. Burnett, and the lands owned by C.W. Hurt's heirs and P.M. Patton; thence, running with said fence as now located to three small elms and a small ash in said fence and edge of the public road, a distance of 33 poles and 12-1/2 feet to a stone in said fence by the side of said public road; thence, leaving said road and fence and running thence South 55 West 41 poles and 2-1/2 feet to a small white oak and small sugartree (the corrected degree between the aforesaid corner is South 58-1/2 West as ascertained by survey made March 29, 1961); thence South 65 West 72 poles to where an ironwood was called for, which is now gone, but there is a rock marked with a cross-cut in it, near a sink between rocks (the corrected degree between the aforesaid corner is South 68 West as ascertained by survey made March 29, 1961); thence South 35 East 28 poles to a black walnut in a rail fence on the edge of the public road (the corrected degree between the aforesaid corners is South 30-1/2 East as ascertained by survey made March 29, 1961); thence, running with said fence up the road to a stone in the fence near said road at a water gap, gate and cross-fence; thence running with said cross-fence, to the beginning corner, a beech now dead, and a stone at the head of a spring.

EXCLUSIONS: The oil, gas and minerals in and under Tract No. Four herein have been previously excepted, and only such part of the minerals under said tract as may be owned by the **FIRST PARTY** is conveyed hereby.

FURTHER EXCLUSION: It is further understood that one-half of the mineral rights in and under the Third Tract above, except that portion of said land known as the Cal Jones land, are reserved, the same having been reserved by former deeds, and it is the intention to convey only such mineral rights in and under the Third Tract as was conveyed to **FIRST PARTY**.

It is the intention of the **FIRST PARTY** to convey to **SECOND PARTY** the 30 feet from the fence around the East boundary line and South line of the Third Tract above, except where the fence has been subsequently repaired and placed on the division line.

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PARCEL #3

TRACT I: BEGINNING at an 18" elm, an original corner of Lloyd Burnett, and running thence S 21-23-34 E 28.33' to the center line of an existing soil road; thence, generally with the meanders of the center line of said soil road, as follows: S 69-36-26 W 367.86'; S 85-44-39 W 442.09'; N 75-41-38 W 612.56'; N 51-41-34 (blank) 215.02'; N 70-19-53 W 430.38'; N 61-40-48 W 483.25'; to a point in the division line between James Chesney and Lloyd Burnett, and by this survey noted as B-15.1; thence, with said division line, N 17-0-0 E 435'; thence, still with said division line, N 20-30-0 E 1996.5'; thence S 29-0-0 E to the beginning, containing 77.1 acres.

TRACT II: BEGINNING at a point in the division line between James Chesney and Lloyd Burnett, said point bearing S 16-50-05 W 418.54' from the aforementioned point B-15-1 in Tract S-1, and running thence with or near a 4' wire fence, as follows: S 53-36-47 E 49.22'; S 25-23-47 E 290.76'; S 33-21-17 E 547.01'; S 44-12-12 E 316.92'; S 47-38-32 E 398.49'; S 54-04-14 E 382.01'; S 11-54-32 E 175.90' to a corner of the hog lot; thence, still with or near the fence, S 62-28-18 W 666.77'; S 28-0-10 W 168.34'; S 43-53-05 W 198.41'; S 33'18'23" W 432.31' to a point on the bank of a dry wash; thence, with the dry wash, S 38-53-19 E 160.25' to a fence corner; thence, leaving the fence and running generally with the meanders of the center line of an existing soil road, as follows: N 88-10-21 E 242.71'; S 77-21-21 E 133.24'; N 89-39-41 E 458.13'; N 80-30-06 E 175.27'; S 86-23-52 E 167.05'; S 88-59-38 E 173.36'; N 79-13-19 E 288.92'; S 87-13-19 E 179.64'; S 18-58-46 W 68.99'; S 68-38-14 E 249.33' to a point in the Right-of-Way of the Mt. Pisgah-Parmleysville Road; thence, with said Right-of-Way, as follows: S 26-33-10 W 233.45'; S 5-13-28 E 129.71'; S 27-08-53 E 238.26'; S 26-36-13 E 124.40'; S 52-52-27 E 266.84' to a point in a division line found to be painted red; thence, with red painted line, as follows: S 33-35-34 W 95.39'; S 25-48-34 W 381.19'; S 28-43-14 W 197.07'; S 23-16-04 W 193.57'; S 28-55-01 W 198.87'; S 17-16-01 W 194.19'; S 21-12-36 W 197.81'; S 24-54-16 W 149.53'; S 26-55-51 W 197.88'; S 18-39-41 W 203.81' to a chestnut oak stump marked as a corner; thence, still with red painted line, as follows: S 17-44-01 E 197.26' S 20-48-06 E 274.35'; S 14-39-26 E 175.22'; S 41-49-29 E 120.37' to a stump on the Right-of-Way of the Mt. Pisgah-Parmleysville Road claimed to be an original corner by Lloyd Burnett; thence, with the calls of the original deed as follows: N 66-30-0 W 865.0'; N 57-30-0 W 330.0'; N 51-30-0 W 495.0'; N 10-0-0 W 891.0'; W 1435.5'; N 68-0-0 W 2557.5'; S 80-0-0 E 957.0'; N 32-0-0 E 1039.5'; N 45-0-0 W 495.0'; N 24-0-0 W 1782.0'; S 72-0-0 E 528.0'; N 78-0-0 E 1353.0'; S 65-0-0 E 396.0'; S 10-0-0 W 115.5'; N 80-0-0 E 181.5'; N 20-0-0 E 577.5'; N 15-0-0 E 466.46' to the beginning, containing 348.3 acres.

TRACT III: BEGINNING at a point, the most Southwestwardly corner of Tract No. 2 and thence running S 36 W 858 feet to a stake; thence S 12 E 594 feet to a stake; thence N 59 W 726 feet to a stake; thence N 37 W 511.5 feet to a stake; thence N 36 W 891 feet to a stake; thence N 23 E 231 feet to a stake; thence N 45 E 973.5 feet to a stake; thence N 20 E 330 feet to a stake; thence N 11 E 231 feet to a stake; thence N 85 E 970 feet to a stake; thence S 75 E 264 feet to a stake; thence S 45 E 264 feet to a stake; thence S 76 E 264 feet to a stake; thence S 48 E 264 feet to a stake; thence S 37 E

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198 feet to a stake, corner to Tract No. 2; thence, with the line of Tract NO. 2, S 45 E 495 feet to a stake; thence, still with the line of Tract No. 2, S 32 W 1039.5 feet to a stake; thence, still with the line of Tract No. 2, N 80 W 957 feet to the beginning, containing 117.6 acres.

There is further conveyed herein by the PARTY of the FIRST PART to the PARTY of the SECOND PART, a right-of-way for ingress and egress from the Mt. Pisgah-Parmleysville Road over the existing soil road, said right-of-way being 15' in width on that portion of the land owned by the FIRST PARTY herein, the center line of said right-of-way being described as follows:

BEGINNING at a point on the right-of-way of the Mt. Pisgah-Parmleysville Road; thence S 85 degrees 38 minutes 38 seconds West 86.89 feet; thence N 39 degrees 12 minutes 47 seconds West 122.06 feet; thence N 17 degrees 32 minutes 25 seconds West 100.63 feet; thence N 63 degrees 27 minutes 05 seconds West 149.61 feet; thence N 71 degrees 05 minutes West 152.94 feet; thence N 25 degrees 15 minutes 38 seconds West 173.55 feet; thence N 46 degrees 04 minutes 43 seconds West 149.99 feet; thence N 32 degrees 06 minutes 01 seconds West 80.20 feet; thence N 69 degrees 14 minutes 39 seconds West 109.71 feet; thence N 59 degrees 23 minutes 42 seconds West 235.50 feet; thence N 86 degrees 28 minutes 17 seconds West 111.03 feet; thence N 61 degrees 46 minutes 17 seconds West 197.94 feet; thence N 75 degrees 55 minutes 55 seconds West 162.46 feet; thence S 70 degrees 27 minutes 40 seconds West 182.39 feet; thence S 69 degrees 54 minutes 37 seconds West 417.43 feet; thence S 82 degrees 47 minutes 34 seconds West 85.68 feet. It being understood that said right-of-way follows the existing soil road running from the Mt. Pisgah-Parmleysville Road to Tract I herein conveyed. Said Right-of-way being 15 feet in width as it extends over the land owned by the FIRST PARTY herein.

THERE IS also hereby conveyed all oil, gas and mineral rights as owned by the Grantor, Mary Elizabeth Miller Revocable Trust by deed dated the 5th., day of November, 1991, and recorded in the office of the Clerk of Wayne County Court in Deed Book 221 at page 573 including any and all interest that Mary E. Miller conveyed to the Mary Elizabeth Miller Revocable Trust in and to all of her rights to oil, gas and minerals that she owned at the time of the conveyance relating to an undivided two-thirds (2/3rds.) interest in and to all oil, gas and minerals rights as owned by Grantor, Mary E. Miller, deceased by Quitclaim Deed from 10-Tucky Farms & Stables, Inc., by deed dated November 5, 1984 and of record in deed book 192 at page 87 in the Wayne County Clerk's Office, in and under Parcel # 3, tracts Nos. I and II, and the grantors herein specifically convey all its right, title, and interest in any and all minerals, and oil and gas rights which it might have.

BEING THE SAME LAND and oil, gas and mineral rights conveyed to The Mary Elizabeth Miller Revocable Trust, under trust agreement dated October 12, 1989, Mary Elizabeth Miller, Trustee by Mary E. Miller, a single person, by deed dated November 5, 1991 and of record in Deed Book 221 at Page 573 in the Wayne County Court Clerk's Office, and also the same oil, gas and Mineral rights which an undivided two-thirds (2/3rds.) interest in and to Parcel # 3, tracts I and II, having been conveyed to Mary E. Miller by 10-Tucky Farms & Stables, Inc., by deed dated November 5, 1984 and recorded in the

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office of the Clerk aforesaid in Deed Book 192 at page 87 and which were conveyed by Mary E. Miller to the aforesaid Revocable Trust in Deed Book 221 at page 573 in the aforesaid Clerk's Office.

The 1995 real estate taxes are to be paid by the Grantors.

Grantor, The Mary Elizabeth Miller Revocable Trust, under trust agreement dated October 12, 1989, does hereby certify and warrant that it is the successor owner of all of the surface and oil, gas, and mineral interests pertaining to the property herein conveyed as aquired by Grantor from Mary E. Miller by deed dated November 5, 1991 and of record in Deed Book 221 at Page 573 in the Wayne County Clerk's Office which also includes all oil, gas, and mineral rights that Mary E. Miller acquired from 10-Tucky Farms & Stables, Inc., by deed dated November 5, 1984 and of record in Deed Book 192 at Page 87 in the Wayne County Clerk's Office and that Grantor has full power and authority to convey said ownership interest regardless if same is vested of record in the name of Mary E. Miller, now deceased.

The parties hereto state that the consideration reflected in this deed is the full consideration paid for the property. The Grantee is joining in this deed for the sole purpose of certfying the consideration pursuant to KRS 382.135. We further certify our understanding that falsification of the stated consideration or sale price of the property is a Class D Felony, subject to 1 to 5 years imprisonment and fines up to \$10,000.00.

TO HAVE AND TO HOLD the said land hereinabove described, together with all appurtenances and improvements thereunto belonging unto the GRANTEES, as joint tenants, for and during their joint lives, with the remainder in fee to the survivor of them, their heirs and assigns forever, subject to any easements, restrictions and reservations of record, with covenant of special warranty of title.

IN WITNESS WHEREOF, the GRANTORS and the GRANTEES have hereunto subscribed their names, this 30th day of June, 1995.

GRANTORS:

THE MARY ELIZABETH MILLER

GRANTEES:

400

REVOCABLE TRUST, under trust agreement dated October 12, 1989

Peoples and Union Bank, Trustee
Trust Officer

Milton Roberts
Milton Roberts

W. B. Marsh, President/CEO
Mary E. Miller, deceased,
by and through the Mary E. Miller
Revocable Trust, under trust agreement
dated October 12, 1989

Doris Roberts
Doris Roberts

STATE OF ennessee
COUNTY OF Marshall

The foregoing Deed and Consideration/Value Certificate was signed, acknowledged, subscribed and sworn to before me by the Grantor, The Mary Elizabeth Miller Revocable Trust, under trust agreement dated October 12, 1989 acting for and on behalf of the trust and for and on behalf of Mary E. Miller, deceased, by W. B. Marsh, Trust Officer, on this 30th day of June, 1995.

Jammy H. McCullough
NOTARY PUBLIC

My Comm. Expires: 2-25-97

STATE OF KENTUCKY
COUNTY OF WAYNE

The foregoing Consideration/Value Certificate was signed, acknowledged and sworn to before me by the Grantees, Milton Roberts and his wife, Doris Roberts, on this 13th day of July, 1995.

L. P. Phillips
NOTARY PUBLIC

My Comm. Expires: 5/24/98

THIS INSTRUMENT PREPARED BY:

PHILLIPS & PHILLIPS
ATTORNEYS AT LAW
P.O. BOX 391
MONTICELLO, KENTUCKY
(606) 348-5591

BY: L. P. Phillips
ATTORNEY

FILED FOR RECORD
'95 JUL 13 PM 3 39
ATTEST CAROL JONES
CLERK

Carol Jones, Clerk of the Wayne County Court certifies that \$ 275.00 Real Estate Transfer Tax has been collected in accordance with KRS 142.057 effective March 27, 1968
This 13 Day Of July 19 95
Carol Jones, Clerk
D.C.

STATE OF KENTUCKY
COUNTY OF WAYNE

July 95 339 0
14
244
-8
13 Deed
July 393
By: St

Hunting Lease

37

LEASE Book
#79

This lease is made and entered into by and between the members of the Wilderness Hunting Club which members are and known to be Karl Clinard, Greg Speck, Dale Speck, Jerry Speck, Arwin Dalton, and Jeremy Johnson, (hereinafter referred to as Lessee): and Milton Roberts, and his wife, Doris Roberts of 222 E. Evelyn Avenue, Monticello, Wayne County, Kentucky 42633, (hereinafter referred to as Lessor). The Lessor does hereby convey all hunting rights to the attached and described parcels of property to the Lessee and also grants to the Lessee the right of ingress and regress, to regulate and control all unauthorized entrance onto said properties, and also grant to the Lessee the right to post said properties against hunting and trespassing. The Lessee does hereby release the Lessor from any liability from any injury that may occur to the Lessee while on the hereafter described and listed properties. The Lessee does hereby individually agree to be responsible to the Lessor for any damages to said properties caused by the individual members of the Wilderness Hunting Club.

The lease agreement entered into by the Lessor and the Lessee on 3-1-97 to expire on 3-1-98 and may be renewed upon agreement of the Lessor and the Lessee. The lease may be canceled at any time by the Lessor by giving notice to the Lessee.

This lease is entered into for the consideration of the sum of ONE DOLLAR (\$1.00), cash in hand and paid, the receipt and sufficiency of which is hereby acknowledged by this instrument of writing grant, transfer, set over the hunting rights by the lessor to the lessee on the attached and described properties described as follows, to-wit:

PARCEL # 1:

BEGINNING on a black oak, a conditional corner between William Hicks and Ewing Littrell; thence S 55 E 112 poles to a poplar and elm in the hollows; thence a conditional line 45 poles up the hollow to a sugartree and sourwood on the line of R.D. Denney; thence N 58 E 490 poles to a stake and sugartree, R.D. Denney and Loren Hancock corner; thence Southeastward down the drain 33 poles, more or less, to a black walnut; thence Northeastward 21 poles, more or less, to a double elm near a spring; thence Northward 52 poles, more or less, to a stone, Claud Rigney's corner; thence Northeastward 10 poles, more or less, to a stone marked "X"; thence Northward 5 poles, more or less, to a stone; thence, with his line to a rock on Robert Hancock corner near a cave; thence, in a Southern direction, meandering with a gully, 15 poles, more or less, to a stone marked "X" and a double cedar; thence Eastward 11 poles, more or less,

to a hickory; thence Southward 9 poles to two cedars at a hollow; thence Eastward, with the hollow, 10 poles to two black walnuts; thence, a Southeastward direction, 7 poles to a rock marked "X"; thence a Southern direction 14 poles to a rock marked "X", Robert Hancock corner; thence a Southeastern direction 10 poles to a rock marked "X"; thence, with said Hicks and Edwards line, to the beginning.

PARCEL #2:

FIRST TRACT: BEGINNING at a post oak and ironwood corner to a 550 acre survey made in the name of Moses Sallee & running South 83 East 36 poles to a gum and hickory; South 38 East 18 poles to a black oak; South 2 West 120 poles to a stake; East 30 poles to a stake South 2 West 34 poles to a white oak, a conditional corner, made between Sandusky Burnett and Jas Christian; thence, with a conditional line made by said parties, North 82 East 78 poles to a stake in the Nancy Adkins line; South 7 West 27 poles to her corner, two chestnut oaks; thence, still said line, South 20-1/2 West 160 poles to her corner, two chestnut oaks; still her line, South 25 East 34 poles to two black gums, Washington Young's and Nancy Adkins' corner; thence, with said Young's line, South 50 West 98 poles to his corner, a black oak; still said line, South 47 West 39 poles to a stake, line of the 550 acre survey, made in the name of said Moses Sallee; thence with the same, South 35-1/2 East 49 poles to his corner, a stake, now a hickory; still his line, North 87 West 324 poles to his stake corner, now a beech; still his line, North 18-1/2 West 60 poles to a stake in said line near the fence; thence, leaving said line, North 69 East 12 poles to a stake; North 18 West 12 poles to a stake; North 11 East 9 poles to a stake; North 76 East 6 poles to a stake; North 6 East 12 poles to a stake; North 19 West 12 poles to a stake; North 25 East 7 poles to a stake; North 63 East 16 poles to a small white oak; North 15 West 27 poles to a stake; North 39 West 32 poles to a stake; North 66 West 6 poles to a small hickory; North 33 East 56 poles to a sugartree, a conditional corner, made by Giles Parmley and Harmon Lovelace; thence, with said conditional line, North 71 West 26 poles to a Sugartree and iron wood; North 4 West 18 poles to a beech on the bank of the creek at the mouth of a short drain; thence, up the creek and with the same, West 40 poles to the end of a cross fence; thence, with the fence, North 10 West 45 poles to a stake; North 51 East 20-1/2 poles to a stake, a conditional corner made by Giles Parmley and Keeton heirs; thence, with a conditional line made by them, North 5 East 46 poles to two ashes on top of a ridge, a conditional corner made by said parties; thence, said line, North 68 East 94 poles to a black gum; East 42 poles to a stone and walnut at the road; South 64 East 53 poles to a sugartree and rock, Giles Parmley's corner; North 27 East 62 poles to a stake in the middle of the creek, a conditional corner made between Giles Parmley and Frank Hurt; thence, meandering the creek, North 42-1/2 East 55 poles to a stake in said creek; said line, North 23 East 4 poles to a stake; said line, South 74-1/2 East 52 pole to a stake; said line, North 71-1/2 East 46 poles to a hickory and black oak on Moses Sallee's line; with said line, South 2 West 6 poles to the beginning, containing what is said to be 800 acres, more or less.

SECOND TRACT: BEGINNING at a gum and pine, Stephen Gibson's corner on the Moses Sallee's line at the Yellow Cliff and thence binding said Cliff; and with the same, South 35 West, with Gibson's line, 117 poles to a stake

in the head of a hollow; thence South 88 East 60 poles to a pine, Washington Young's corner on a high bluff; thence South 70 West, with Young's line, 56 poles to a pine; thence South 47 West, still said line, 16 poles to a black oak, David Stonecipher's corner; thence, binding said Cliff, North 10 East, with Stonecipher's line, 140 poles to a stake on Moses Sallee's line; thence South 87 East 72 poles, with Sallee's line, to the beginning, containing 40 acres, more or less.

THIRD TRACT: BEGINNING on a beech tree at the head of a spring; thence, with the line, 30 feet outside of where the old fence ran, Northwardly, around the bottom part of said farm, to what is known as the lower end of the Cal Jones Bottom; thence, with the fence enclosing the Cal Jones Bottom, to Jess Patton, now Proctor Patton's corner, a stone set in the fence, a corner between the lands now owned by Ray Fairchild and formerly owned by M. R. Burnett, and the lands owned by C. W. Hurt heirs and P. M. Patton; thence, running with said fence as now located, to three small elms and a small ash in said fence and edge of the public road; still running with said fence as now located, along the edge of the public road, a distance of 33 poles and 12-1/2 feet to a stone in said fence by the side of the public road; thence, leaving said road and fence and running thence South 55 West 41 poles and 2-1/2 feet to a small white oak and small sugartree (the corrected degree between the aforesaid corners is South 58-1/2 West as ascertained by survey made March 29, 1961); thence South 65 West 72 poles to where an ironwood was called for, which is now gone, but there is a rock marked with a cross-cut in it near a sink between rocks (the corrected degree between the aforesaid corners is South 68 West as ascertained by survey made March 29, 1961); thence South 35 East 28 poles to a black walnut in a rail fence on the edge of the public road (the corrected degree between the aforesaid corners is South 30-1/2 East as ascertained by survey made March 29, 1961); thence, running with said fence up the road to a stone in the fence near said road, at a water gap, gate, and cross-fence; thence, running with said cross-fence to the beginning, a corner, a beech now dead, and a stone at the head of a spring.

FOURTH TRACT: (ON WATERS OF THE LITTLE SOUTH FORK CREEK) BEGINNING on a stone by the side of the public road, the beginning corner of Tract No. 1 of the division of the lands of Joel Keeton deed, and running with the line of said tract S 36 E 40 poles to the corner of said lot, a stake in the Keeton Branch below a water gap; thence, up said branch, S 62-1/2 W 14 poles to a stake; thence, crossing the branch, S 7-1/2 W 18 poles to a stake at the line fence between Sandusky Burnett and the Keeton lands; thence, with his line, S 23-1/2 E 92 poles to Giles Parmley's corner; thence, with his line, S 27 W 49 poles to an ash and rock in said line; thence, still with his line, S 27 W 13 poles to his corner, a sugartree and rock; still his line, N 64 W 53 poles to a stone and black walnut at the road, a conditional corner made by Giles Parmley and the Joel Keeton heirs; thence, a conditional line made by said parties, W. 42 poles to a black gum, ash, and two dogwoods on top of the ridge; still a conditional line made by said parties, S 68 W 94 poles to two ash trees on top of a ridge, a conditional line corner made by said parties; thence N 44 E 37 poles to a beech and dogwood, and stone in a branch in a line of Lot No. 4; thence, with said branch, about due North, N 140 poles to the mouth of a lane and said branch; thence, about due East 4 poles to a large spring in the west bank of the creek; thence, with the creek; 15-1/2 W

32 poles to a rock in the bank of the creek at the corner of the orchard fence, a corner to Lot No. 4 of the Joel Keeton lands; thence N 5 poles to a cedar and stone marked "X" at the public road; thence, running with said road, in a northeast direction 120 poles to the place of beginning.

FIFTH TRACT: The oil, gas and mineral rights in and under 15 acres of land, more or less, reserved from sale of the Hedrick & Kennedy land to Ed Stoncipher, lying South of public road and East of a lane, and binding on Lot No. 4 of the G.A. Keeton land.

This conveyance is expressly made subject to a boundary line designation heretofore entered into between Ray Fairchild and P.M. Patton on October 14, 1961, which line designation deed, creating and establishing a division line between lands hereby conveyed and lands formerly owned by P.M. Patton, is now of record in the office of the Clerk of the Wayne County Court, in Deed Book No. 113, at page 239, and establishes the boundary line between the respective properties as follows:

BEGINNING on a stone set in the fence, a corner between the land now owned by Ray Fairchild and formerly owned by M. R. Burnett, and the lands owned by C.W. Hurt's heirs and P.M. Patton; thence, running with said fence as now located to three small elms and a small ash in said fence and edge of the public road, a distance of 33 poles and 12-1/2 feet to a stone in said fence by the side of said public road; thence, leaving said road and fence and running thence South 55 West 41 poles and 2-1/2 feet to a small white oak and small sugartree (the corrected degree between the aforesaid corner is South 58-1/2 West as ascertained by survey made March 29, 1961); thence South 65 West 72 poles to where an ironwood was called for, which is now gone, but there is a rock marked with a cross-cut in it, near a sink between rocks (the corrected degree between the aforesaid corner is South 68 West as ascertained by survey made March 29, 1961); thence South 35 East 28 poles to a black walnut in a rail fence on the edge of the public road (the corrected degree between the aforesaid corners is South 30-1/2 East as ascertained by survey made March 29, 1961); thence, running with said fence up the road to a stone in the fence near said road at a water gap, gate and cross-fence; thence running with said cross-fence, to the beginning corner, a beech now dead, and a stone at the head of a spring.

EXCLUSIONS: The oil, gas and minerals in and under Tract No. Four herein have been previously excepted, and only such part of the minerals under said tract as may be owned by the **FIRST PARTY** is conveyed hereby.

FURTHER EXCLUSION: It is further understood that one-half of the mineral rights in and under the Third Tract above, except that portion of said land known as the Cal Jones land, are reserved, the same having been reserved by former deeds, and it is the intention to convey only such mineral rights in and under the Third Tract as was conveyed to **FIRST PARTY**.

It is the intention of the **FIRST PARTY** to convey to **SECOND PARTY** the 30 feet from the fence around the East boundary line and South line of the Third Tract above, except where the fence has been subsequently repaired and placed on the division line.

TRACT I: BEGINNING at an 18" elm, an original corner of Lloyd Burnett, and running thence S 21-23-34 E 28.33' to the center line of an existing soil road; thence, generally with the meanders of the center line of said soil road, as follows: S 69-36-26 W 367.86'; S 85-44-39 W 442.09'; N 75-41-38 W 612.56'; N 51-41-34 (blank) 215.02'; N 70-19-53 W 430.38'; N 61-40-48 W 483.25'; to a point in the division line between James Chesney and Lloyd Burnett, and by this survey noted as B-15.1; thence, with said division line, N 17-0-0 E 435'; thence, still with said division line, N 20-30-0 E 1996.5'; thence S 29-0-0 E to the beginning, containing 77.1 acres.

TRACT II: BEGINNING at a point in the division line between James Chesney and Lloyd Burnett, said point bearing S 16-50-05 W 418.54' from the aforementioned point B-15-1 in Tract S-1, and running thence with or near a 4' wire fence, as follows: S 53-36-47 E 49.22'; S 25-23-47 E 290.76'; S 33-21-17 E 547.01'; S 44-12-12 E 316.92'; S 47-38-32 E 398.49'; S 54-04-14 E 382.01'; S 11-54-32 E 175.90' to a corner of the hog lot; thence, still with or near the fence, S 62-28-18 W 666.77'; S 28-0-10 W 168.34'; S 43-53-05 W 198.41'; S 33'18'23" W 432.31' to a point on the bank of a dry wash; thence, with the dry wash, S 38-53-19 E 160.25' to a fence corner; thence, leaving the fence and running generally with the meanders of the center line of an existing soil road, as follows: N 88-10-21 E 242.71'; S 77-21-21 E 133.24'; N 89-39-41 E 458.13'; N 80-30-06 E 175.27'; S 86-23-52 E 167.05'; S 88-59-38 E 173.36'; N 79-13-19 E 288.92'; S 87-13-19 E 179.64'; S 18-58-46 W 68.99'; S 68-38-14 E 249.33' to a point in the Right-of-Way of the Mt. Pisgah-Parmleysville Road; thence, with said Right-of-Way, as follows: S 26-33-10 W 233.45'; S 5-13-28 E 129.71'; S 27-08-53 E 238.26'; S 26-36-13 E 124.40'; S 52-52-27 E 266.84' to a point in a division line found to be painted red; thence, with red painted line, as follows: S 33-35-34 W 95.39'; S 25-48-34 W 381.19'; S 28-43-14 W 197.07'; S 23-16-04 W 193.57'; S 28-55-01 W 198.87'; S 17-16-01 W 194.19'; S 21-12-36 W 197.81'; S 24-54-16 W 149.53'; S 26-55-51 W 197.88'; S 18-39-41 W 203.81' to a chestnut oak stump marked as a corner; thence, still with red painted line, as follows: S 17-44-01 E 197.26' S 20-48-06 E 274.35'; S 14-39-26 E 175.22'; S 41-49-29 E 120.37' to a stump on the Right-of-Way of the Mt. Pisgah-Parmleysville Road claimed to be an original corner by Lloyd Burnett; thence, with the calls of the original deed as follows: N 66-30-0 W 865.0'; N 57-30-0 W 330.0'; N 51-30-0 W 495.0'; N 10-0-0 W 891.0'; W 1435.5'; N 68-0-0 W 2557.5'; S 80-0-0 E 957.0'; N 32-0-0 E 1039.5'; N 45-0-0 W 495.0'; N 24-0-0 W 1782.0'; S 72-0-0 E 528.0'; N 78-0-0 E 1353.0'; S 65-0-0 E 396.0'; S 10-0-0 W 115.5'; N 80-0-0 E 181.5'; N 20-0-0 E 577.5'; N 15-0-0 E 466.46' to the beginning, containing 348.3 acres.

TRACT III: BEGINNING at a point, the most Southwestwardly corner of Tract No. 2 and thence running S 36 W 858 feet to a stake; thence S 12 E 594 feet to a stake; thence N 59 W 726 feet to a stake; thence N 37 W 511.5 feet to a stake; thence N 36 W 891 feet to a stake; thence N 23 E 231 feet to a stake; thence N 45 E 973.5 feet to a stake; thence N 20 E 330 feet to a stake; thence N 11 E 231 feet to a stake; thence N 85 E 970 feet to a stake; thence S 75 E 264 feet to a stake; thence S 45 E 264 feet to a stake; thence S 76 E 264 feet to a stake; thence S 48 E 264 feet to a stake; thence S 37 E

198 feet to a stake, corner to Tract No. 2; thence, with the line of Tract NO. 2, S 45 E 495 feet to a stake; thence, still with the line of Tract No. 2, S 32 W 1039.5 feet to a stake; thence, still with the line of Tract No. 2, N 80 W 957 feet to the beginning, containing 117.6 acres.

There is further conveyed herein by the PARTY of the FIRST PART to the PARTY of the SECOND PART, a right-of-way for ingress and egress from the Mt. Pisgah-Parmleysville Road over the existing soil road, said right-of-way being 15' in width on that portion of the land owned by the FIRST PARTY herein, the center line of said right-of-way being described as follows:

BEGINNING at a point on the right-of-way of the Mt. Pisgah-Parmleysville Road; thence S 85 degrees 38 minutes 38 seconds West 86.89 feet; thence N 39 degrees 12 minutes 47 seconds West 122.06 feet; thence N 17 degrees 32 minutes 25 seconds West 100.63 feet; thence N 63 degrees 27 minutes 05 seconds West 149.61 feet; thence N 71 degrees 05 minutes West 152.94 feet; thence N 25 degrees 15 minutes 38 seconds West 173.55 feet; thence N 46 degrees 04 minutes 43 seconds West 149.99 feet; thence N 32 degrees 06 minutes 01 seconds West 80.20 feet; thence N 69 degrees 14 minutes 39 seconds West 109.71 feet; thence N 59 degrees 23 minutes 42 seconds West 235.50 feet; thence N 86 degrees 28 minutes 17 seconds West 111.03 feet; thence N 61 degrees 46 minutes 17 seconds West 197.94 feet; thence N 75 degrees 55 minutes 55 seconds West 162.46 feet; thence S 70 degrees 27 minutes 40 seconds West 182.39 feet; thence S 69 degrees 54 minutes 37 seconds West 417.43 feet; thence S 82 degrees 47 minutes 34 seconds West 85.68 feet. It being understood that said right-of-way follows the existing soil road running from the Mt. Pisgah-Parmleysville Road to Tract I herein conveyed. Said Right-of-way being 15 feet in width as it extends over the land owned by the FIRST PARTY herein.

THERE IS also hereby conveyed all oil, gas and mineral rights as owned by the Grantor, Mary Elizabeth Miller Revocable Trust by deed dated the 5th, day of November, 1991, and recorded in the office of the Clerk of Wayne County Court in Deed Book 221 at page 573 including any and all interest that Mary E. Miller conveyed to the Mary Elizabeth Miller Revocable Trust in and to all of her rights to oil, gas and minerals that she owned at the time of the conveyance relating to an undivided two-thirds (2/3rds.) interest in and to all oil, gas and minerals rights as owned by Grantor, Mary E. Miller, deceased by Quitclaim Deed from 10-Tucky Farms & Stables, Inc., by deed dated November 5, 1984 and of record in deed book 192 at page 87 in the Wayne County Clerk's Office, in and under Parcel # 3, tracts Nos. I and II, and the grantors herein specifically convey all its right, title, and interest in any and all minerals, and oil and gas rights which it might have.

BRING THE SAME LAND and oil, gas and mineral rights conveyed to The Mary Elizabeth Miller Revocable Trust, under trust agreement dated October 12, 1989, Mary Elizabeth Miller, Trustee by Mary E. Miller, a single person. by deed dated November 5, 1991 and of record in

office of the Clerk aforesaid in Deed Book 192 at page 87.

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In witness whereof, the Leasors and the Leasees have hereunto subscribed their names, this 11 day of Jan 1997.

Leasors:

[Signature]
Milton Roberts
[Signature]
Doris Roberts

Leasees:

[Signature]
Karl Clinard
[Signature]
Greg Speck
[Signature]
Dale Speck
[Signature]
Jerry Speck
[Signature]
Arwin Dalton
[Signature]
Jeremy Johnson

State of Kentucky
County of Wayne

The foregoing Lease was signed, acknowledged and sworn to before me by the Leasors, Milton Roberts and his wife, Doris Roberts, on this 11 day of Jan, 1997.

[Signature]
Brenda Cordes
Notary Public

My Comm. Expires: 8-27-2000

THIS INSTRUMENT PREPARED BY:

Greg Speck
4158 Oak Hill Road
Somerset, KY 42503

/dws

1997 JAN 11 PM 3:22

STATE OF KENTUCKY §
COUNTY OF WAYNE

I, Clerk of the Court, do hereby certify that this instrument was recorded on April 12 day of 1997 at 3:22 o'clock PM together with the original of the same. Book No. 7816 Page 37.
Attest, Clerk of the Court
By MT O.C.

Book F
Page 27

Vois John... to ten his act... for the purpose...
 (Mentioned) Sidman... hand the 17th day of February 1832
 John Sidman Clerk

Kentucky State Wayne County
 Thomas and Mrs. Upchurch of John Upchurch & Sarah Upchurch &
 Ephraim Washburn and Keeling Walliams of the County & State aforesaid
 do hereby give grant bargain and convey unto Shadrach Upchurch
 of the County and State aforesaid this heirs and assigns forever
 all that tract or parcel of land situated lying and being in the
 County of Wayne Kentucky State on the left bank of
 Cumberland River containing 100 Acres, which is bounded
 as follows to wit Beginning at Miles Kellers second corner
 a White Oak running thence S 62° 20' 00" West to a blawatt

28

to a White Oak and White Oak thence S 12° 00' 00" West to a large Walnut
 and Sugar tree thence South 60 East 110 poles to a stake binding on
 Kellers line thence to the Beginning the Grant bearing date the 12th
 day of October 1831 to have and to hold the said granted premises
 granted and Bargained premises with the privilege of appurtenances
 thereof to the said Shadrach Upchurch his heirs and assigns to them their
 heirs and assigns forever & for the said Thomas Upchurch and Mrs. Upchurch
 & John Upchurch & Ephraim Washburn & Keeling Walliams
 for ourselves our heirs Executors Administrators do Covenant with the
 said Shadrach Upchurch his heirs and assigns that we are lawfully seized
 in fee of the premises that they are free of all incumbrances that we
 have good title to sell and convey the same to the said Shadrach Upchurch
 to hold as aforesaid that we will warrant & defend the same to the said
 Shadrach Upchurch his heirs & assigns forever against the lawful claims
 and demands of all persons In Witness Whereof we have hereunto set our
 hands & seals this 15th day of August 1832

Attest
 Moses Upchurch
 Clerk

Ephraim Washburn
 Keeling Walliams
 John Upchurch
 The Upchurches
 do Upchurch

300

1720 poles to a dogwood 10 E 37 poles to a stake; 2 120 poles to a white oak and sugar tree, 140 E 174 poles to the Beginning - It being the same tract or parcel of land sold to the said John Blanton by the Jones by deed bearing date the 19th Sept 1803 of Record in the Clerk's office of the Wayne County etc - So have and to hold the land aforesaid together with its appurtenances unto the said John Upchurch his heirs and assigns forever - heily warranting and defending the land and appurtenances aforesaid unto the said Upchurch his heirs and assigns against the claims or demands of him the S^r Blanton, as well as against the claims or demands of all and every other person or persons whomsoever

In Testimony whereof the said John Blanton hath hereunto subscribed his name and affixed his seal the date above Written -
John Blanton (Seal)
Monk

Notarially
Wayne County etc

The foregoing Deed from John Blanton to John Upchurch was on the 18th day of August 1834 a day before Me by S^r John Blanton to be his act and deed - and when upon the same hath been duly recorded -
Given under My hand this 13th Sept 1834
W. Simpson etc

Upchurch
Sarah
Upchurch

Know all men by these presents that I John Upchurch and Sarah Upchurch of the County of Wayne and State of Kentucky in consideration of the sum of \$100 lawful money paid to me by the said Shadrach Upchurch of the County of Wayne and State of Kentucky the Receipt whereof I do heily acknowledge do heily give grant bargain sell and convey unto the said Shadrach Upchurch his heirs and assigns forever a certain tract or parcel of land being lying in the County of Wayne and on the little fork Fork of the River containing One hundred acres and bounded as follows Viz Beginning at Ferry Cuffs corner two sugar trees sample on the side of a Branch being a conditional line made with James Smith then binding on S^r line E 110 poles to the corner stake, thence N 77 E 140 poles to Ferry Cuffs corner a stake thence with his line to the Beginning - So have and to hold the said granted and bargained premises with the privileges and appurtenances thereof unto the said Shadrach Upchurch his heirs and assigns to his heirs and assigns forever - And I the said John Upchurch and Sarah Upchurch for ourselves, our heirs, Executors Administrators and assigns do covenant with the said Shadrach Upchurch his heirs and assigns that we are lawfully seized in fee of the premises, that they are free of all incumbrances that I have good right to sell and convey the same to the said Shadrach Upchurch to hold as aforesaid, and that I will warrant and defend the same to the said Shadrach Upchurch his heirs and assigns forever against the lawful claims or demands of all and every person

I 23 866 poles to a Stake N 48 E 96 poles to a Stake
 on a line of the survey N 13 W 160 poles to the
 beginning binding on said line each of
 the above tracts containing fifty acres to
 have and to hold hold the said tracts of land
 with their appurtenances to the said Huet
 his heirs & and I do hereby warrant and
 defend the title to the above tracts of land
 for myself my heirs and against the claim
 or claims of all and every other person or
 persons whomsoever

Given under my hand this 15th day of
 September 1862

at
 Joshua Berry

his
 Hiram Hefebuch
 notk

State of Ky Wayne County Court Secy
 I John L. Sallee Clerk of the
 Court aforesaid hereby certify that this
 deed from Hiram Hefebuch to John Huet
 was on the 15th day of Sept 1862 acknowledged
 before me by the said Hiram Hefebuch
 to be his act and deed.

John L. Sallee etc

For and in consideration of the sum
 of fifteen dollars to me in hand paid I have
 this day sold a certain tract of land to Wm R. Allcorn
 lying in Wayne County Kentucky on the waters
 of Harman's Creek it being one twelfth of a tract
 of land owned by William Troyford deceased contain-
 ing thirty acres. I warrant and defend the
 title of said land to the said Allcorn and
 his heirs forever In testimony whereof I have
 hereunto this 4th day of April 1863 set my hand
 and seal
 at
 James L. Troyford
 notk

at
 J. O. Wright P. P. Webb

State of Kentucky Wayne Co Court
 I John L. Sallee Clerk of the County Court for the
 County aforesaid hereby certify that this deed from James
 Troyford to Wm R. Allcorn was this day proven
 before me by J. O. Wright P. P. Webb to be the act and
 deed of said Troyford whereupon the same with
 this certificate has been admitted of record
 17th August 1863

John L. Sallee etc

An testimony whereof I James Kerr, and Catharine Kerr my wife, who hereby relinquishes all her right to Power in said land have hereunto subscribed our names this the 22^d day of April 1858, with the understanding that the said Kerr retains a lease upon said land for the purchase money unpaid.

James Kerr
Catharine Kerr

State of Kentucky, Wayne County,
W. C. Roberts Deputy for William Simpson Clerk of the Court Court for the County of Wayne
Do hereby certify that the foregoing deed of conveyance from James Kerr and Catharine Kerr his wife to John R. S. C. Kelley, was on the 22^d day of April 1858, at the residence of said Kerr, acknowledged before me, by the said Grantors to be their act and deed, in the presence of the Grantee. Whereupon the same has been duly admitted to record
Given under my hand this the 1st day of May, 1858,

W. C. Roberts Deputy for
William Simpson Clerk

W. W. Church
B. J. Peck
W. Millap

This Indenture made and entered into this 21st day of March, 1858, between Joseph W. Church of the County of Warrick and State of Tennessee of the one part, and Thomas Millap of the County of Wayne & State of Kentucky, of the other part, Witnesses, that the said W. Church for and in consideration of the sum of seventy five dollars to him in hand paid the receipt thereof are hereby acknowledged hath sold unto said Millap a certain tract or boundary of Land containing fifty acres more or less, said Land lying and being in the County of Wayne and State of Kentucky on the waters of the Little South fork and bounded as follows to wit: Beginning at a Hack berry, just above the head of a spring, Running N 18° E, 110 poles to a Chestnut & Dogwood, N. 85° W. 71 poles to a black Oak & Gum, N. 4° E 30 poles to a small double Dogwood, N. 31° W. 20 poles to a Gum & Chestnut Oak, N. 15° E 100 poles to a Stake S 30° E 130 poles to the Beginning. To have and to hold the above named Land unto the said Millap and his heirs and assigns forever and the said W. Church do hereby bind himself his heirs and assigns that they will forever warrant and defend the title to be good against themselves their heirs and assigns
An testimony whereof the said W. Church hath hereunto subscribed his name the date above written.

Witness
Harrison Williams
Silas W. Church

Joseph W. Church Seal

State of Kentucky, Wayne County,

J. W. E. Roberts Deputy for William Simpson Clerk of the Wayne County Court, do certify that the foregoing Recd from Joseph McChure to Thomas Millsap was on the 12th day of April 1858, shown in full before me by the Oaths of Commissioners Williams and Mas McChure the two debs writing witnesses thereto, to be the act and deed of the said Joseph McChure. Whereupon the same with this certificate has been duly admitted to record.

Given under my hand this the 18th day of May 1858, J. W. E. Roberts P. C., for W. Simpson Clerk

Simpson
Recd
P. Mearns
This indenture made and entered into this 18th day of March 1858 between Elisha Simpson and Mary his wife of the County of Wayne and State of Kentucky of the one part and Bailas W. Purnear of the County and State of aforesaid of the other part. Witnesseth that the said Elisha Simpson for and in consideration of the sum of Four hundred Dollars (for which the said Bailas W. Purnear executed to him a promisory note dated the 8th day of September 1856 and due and payable on the 25th day of December 1857 which note for remains unpaid, for the payment of which a lien is hereby retained and reserved upon the Land and its appurtenances herein described) the said Elisha Simpson hereby sells and conveys to the said Bailas W. Purnear, a certain lot or parcel of ground lying in or near the town of Northville Wayne County Kentucky adjoining the old Academy lot containing one half acre and is inclosed and now occupied by J. M. Sheppard, and being the same deeded to Elisha Simpson by the Court of the Wayne Circuit Court on the 15th day of October 1857, and also being the same lot or parcel of Land deeded from James V. Warden to said Simpson's wife and children on the 13th day of May 1857 and by W. Simpson Court Wayne Circuit Court to said E. Simpson on the 15th day of October 1857.

The title to which lot or parcel of ground and its appurtenances is hereby warranted and defended unto the said Bailas W. Purnear.

Our testimony whereof the said Elisha Simpson and Mary his wife who hereby relinquishes her dower, to the lot or parcel of Ground hereby conveyed - have subscribed their names, the day and date first above written,

Elisha Simpson
Mary Simpson

and a conditional corner between Jesse Davis & Belpha Wood. thence up the branch, the conditional line between S^r Davis & Wood to the top of a ridge to a small white oak. thence within a few steps of the adjoins line to a black oak, and a conditional corner between the S^r Davis and Wood thence running N. 70. W. 69 poles more or less to Wood's adjoins line. thence with S^r line to the beginning S^r Warrant the title against all persons.

Attest
 James Davis
 Bartholomew Elliott
 Jesse Davis
 Belley Davis

State of Ky. Wayne County Court.
 I, Wm Simpson clerk of the County Court, for the County of Wayne do certify that this deed, from Jesse & Belley Davis to Pollyann Elliott was on the 2^d of March 1861. Ack'd before me, by S^r Davis to be his act and deed, whereupon the same with this certificate has been recorded in my office. Given under my hand this 8th of Nov^r 1861.

Wm Simpson
 Clerk

Preston Upchurch
 to } Deed
 Elias Pruitt

By virtue of a judgment, of the Wayne Ct. Ct. as well as in consideration of the sum of twenty five dollars, the undersigned court of said county, for and on the part of Preston Upchurch, hereby convey to Elias Pruitt, the undivided int^y of the S^r Preston Upchurch, being one ninth part, in and to the lands of his father Moses Upchurch dec^d, lying in the county of Wayne and state of Ky. and being the same land, on which the S^r Moses Upchurch died and being the same int^y, purchased by Elias Pruitt at Court sale, under a judgment of the Wayne Ct. Ct. in the Equity suit of Elias Pruitt vs. the S^r Preston Upchurch on the 28th day of Dec^r 1860. The title to which undivided interest conveyed as afo^r is warranted and defended unto the S^r Elias Pruitt. Witness my hand this 10th day of Nov^r 1861. Wm Simpson Cl^k

State of Ky. Wayne County Court. I, Wm Simpson Cl^k of the County Court for the Co^y do certify that this deed, from P. Upchurch to E. Pruitt, was approved by Tho^s C. Bramlett Judge of the Wayne Ct. Ct. whereupon the same with this certificate has been duly recorded in my office. Given under my hand this 8th of Nov^r 1861. Wm Simpson Cl^k

lying and being in the County of Wayne and State of Kentucky on the Waters of Otter Creek and bounded as follows (limits)

Beginning on a Spanish Oak and Down wood on a cliff of Rocks a corner to a 10 2 acre tract of land of said Jacob Litty thence N 62 W 40 poles to a corner N 80 E 70 poles to a rock and point S 68 E 42 poles to a stake on the old line and with the same S 20 W 87 poles to a Hickory and Oak the old corner on a branch thence S 48 3/4 W 85 poles 40 links to the Beginning Containing 20 acres to have and to hold the said tract or parcel of land with its appurtenances thenceforth belonging unto the said Lucinda Moreau and the said Joseph S Williams and Nancy his wife and Sarah Kelly and Sarah Shelton and Hiram Pae for themselves their heirs & assigns and agree with the said Lucinda Moreau that they will forever warrant and defend the title of the said tract or parcel of land against the claim or claims of their heirs their heirs and any other person or persons whomsoever in witness whereof we have hereunto set our hands and seals the day and date first above written and subscribed in the presence of

State of Kentucky
Wayne County S.S.

Joseph S. Williams
Nancy K. Williams
Sarah Kelly
Sarah Shelton
Hiram Pae

I ~~John C. Allen~~ Hiram Suffer deputy for John C. Allen Clerk of the County Court do hereby certify that the foregoing instrument of writing was this day produced to me and acknowledged by the parties of the first part to be their act and deed and they all freely signed and acknowledged the same and being duly stamped is with this certificate recorded in my office

Given under my hand this 25th day of August AD 1866.
Hiram Suffer
Per John C. Allen clerk

Upchurch vs
Barrier R.

This indenture made and entered into this the 25th day of October 1865 Between Joseph Upchurch & Jane his wife of the County of Wayne and State of Kentucky Parties & State of Tennessee of the one part and Richard Barrier of the County of Wayne and State of Kentucky of the other part Witnesseth that the said Joseph & Jane Upchurch for and in consideration of the sum of one thousand Dollars the receipt of which is hereby acknowledged have granted bargained & sold unto the said Richard Barrier a certain tract or parcel of land containing

one hundred acres lying and being in the County of Wayne near
 the head of the little Smith fork and bounded as follows (to wit)
 Beginning on Cornerstone line at two angles running thence
 S 55° N 68 poles to a white oak thence S 65° W 72 poles to a Iron
 wood on a conditional line made with Thomas Patton thence
 S 35° E 100 poles to a stone S 55° E 60 poles to a stone thence
 N 88° E 800 poles to a large Spanish oak thence to the Beginning
 including the improvements to have and to hold the above named
 tract or parcel of land with its appertinements thence belonging to
 said Richard Bannier and his heirs forever and we the
 said Joseph Upchurch Jane his wife do hereby well bind our
 selves our heirs jointly that we will warrant and forever defend
 the title to the over said tract of land to the said Richard
 Bannier and his heirs against the claims of our selves our
 heirs and all other persons whatever

Given under our hands and seals this day and date
 above written

Attest

J. B. Upchurch State of Kentucky
 John Rich Wayne County

J. Upchurch
 Jane Upchurch

I John L. Sallen clerk of
 the County Court do hereby certify that the foregoing instrument
 of writing was proven as to the signature of Joseph Upchurch
 by the oath of J. B. Upchurch and John Rich and the same
 day as acknowledged by Jane Upchurch wife of said Joseph Up
 church separately and apart from her said husband and the same
 being duly stamped according to law is with this certificate
 recorded in my office

Given under my hand this 2nd day of Nov
 1865
 John Lewis Sallen clk

Butler H. M.
 vs
 Butler J. D.

Whereas on the 25th day of June 1854 I Henry R. Butler
 bought two certain tracts of land lying on the water of Lumber
 land River in Wayne County, Kentucky of Peter Kinder
 and which deed from Kinder to me is recorded in the Wayne
 County Court Clerk's office in deed Book N Page 316.
 and whereas my son J. D. Butler paid off and discharged
 the purchase money for said tracts of land now in consid
 eration of said J. D. Butler having paid the purchase m
 oney afore I Henry R. Butler do hereby deed and con
 firm and forever confirm unto the said J. D. Butler his heirs
 or assigns the two tracts of land aforesaid and bounded as follows
 to wit Tract bounded as follows to wit Beginning at a
 white oak & dogwood James R. Dabson's corner thence
 S 48° E 107 poles to a poplar N 48° E 60 poles to a stone S 48° E 45 poles to
 a stone thence N 50° E 35 poles to two balancers on Upton's
 line thence N 35° W 26 poles to Upton's old Beginning corner
 to his 250 acre survey thence S 52° W 111 poles to the Beginning

UPCHURCH

Seal
LOVELACE

For and in Consideration of the sum of 44 hundred and fifty dollars to me in hand paid I Joseph Upchurch and Sarah his wife do hereby sell and convey unto Harmon Lovelace Three certain tracts or parcels of land lying in Wayne County Kentucky on the head waters of the little south fork the first of which is bounded as follows (to wit) Beginning at Miller Athersons second corner a white oak running thence N 62 W 120 poles to a beech and whiteoak thence S 12 W 60 poles to a large Walnut and sugar tree thence S 40 E 45 poles to a stone binding on Athersons line thence to the Beginning Containing 100 acres by patent to George Upchurch dated 13th day of April AD 1815

2nd Tract— bounded as follows (to wit) Beginning at Penny Coffers corner two sugar trees & maple on the ^{side} of the branch being a conditional line made with James Smith thence lying on said line 115 poles to the corner a stone thence N 77 E 145 poles Penny Coffers corner a stone thence with his line to the Beginning Containing 100 acres

3rd Tract— Bounded as follows (to wit) Beginning at two sugar trees Thomas Upchurchs corner thence N 46 E 130 poles to a stone N 10 W 20 poles to a stone S 55 W 140 poles to a stone thence to the Beginning Containing 25 twenty five acres by patent to Shadrach Upchurch dated 1st day of July 1847. The title to the three tracts or parcels of land with their appertinances we will forever warrant and defend unto the said Lovelace his heirs and assigns forever

Given under my hand this the 5th day of March 1866.

Joseph Upchurch
Sarah Upchurch

State of Kentucky
Wayne County

I John L. Sallen clerk of the County Court aforesaid Certify that this Instrument of Writing was this day produced to me in my office and Acknowledged by Joseph Upchurch and Sarah his wife in due form of law to be their act and deed and being duly stamped is with this certificate admitted to record in my office.

Given under my hand this 5th day of March 1866.
John Lewis Sallen clk

Phillip M.

Seal
Phillip M.

In consideration of the sum of four hundred dollars to us L. B. Phillips & Cornelius Phillips in hand paid by Henry E. Phillips we hereby sell and convey to her our undivided one sixths parts in the tract of land known as the James Phillips land said tract containing 140 acres more or less lying in the County of Wayne and State of Kentucky on the waters of Cumberland River and being the lands which described to us & others heirs of said James Phillips decd.

The title to our undivided one sixths parts each in said land and we hereby warrant and defend unto the said Henry E. Phillips. Witness our hand this 20th day of May 1865

L. B. Phillips
C. Phillips
Henry E. Phillips

of February 1864

Witness

J. Wilkitt State of Kentucky
Wayne County

Clerk of the Wayne County Court

do certify that this deed was acknowledged before me by John Brown wife on the 11th day of Feb 1864 duly stamped & as to them lodged for record

and afterwards transmitted by Sarah Brown on the 4th day of April 1864 and by Milas Upchurch and wife also Andrew Brown on the 29th day of March 1866

John Brown
Lucinda Brown
Sarah Brown
Ransom Edwards
Margaret Edwards
Milas Upchurch
Hall Upchurch
Andrew Brown
John L. Sallen CLK
John L. Sallen CLK
J. L. Sallen CLK
By J. W. S. Huffaker etc.

Upchurch
3
of land
Barnier

This Indenture made and entered into this 28th day of October 1865 between Joseph Upchurch & Jane Upchurch of the County of Kenton & State of Tennessee of the one part and Richard Barnier of the County of Wayne and State of Kentucky of the other part Witnesseth that the said Joseph & Jane Upchurch for and in consideration of the sum of Forty dollars the Receipt of which is hereby acknowledged hath granted bargained & sold to the said Richard Barnier a certain tract or parcel of land in the County of Wayne & State of Ky on the Little South fork containing fifty acres by survey and bounded as follows to wit Beginning on a large Spanish Oak said Upchurches old line corner N 1/2 E binding on a line of his 50 acre survey 60 poles to a stake on said line thence N 17 E 60 poles to a stake thence N 67° W 200 poles to a stake on said Richard Upchurches line thence S 28 E his line 74 poles to said Josephs beginning corner of his old survey S 81 E binding on the line of said old survey 74 poles to the Beginning

So have and to hold the above named tract of land with the appertinances thereto belonging to the said Richard Barnier and his heirs forever and we the said Joseph and Jane Upchurch do hereby bind ourselves our heirs firmly that we will warrant & forever defend the title to the afo^{re} tract of land to the said Richard Barnier and his heirs against ourselves our heirs and all other persons whatsoever Given under our hands and seal the day and date above written

at
J. L. Upchurch State of Kentucky
John Rish Wayne County

Joseph Upchurch
Jane Upchurch

John L. Sallen Clerk of the County Court for the County of certifying that this

foregoing Instrument of writing was on the 6th day of November 1865 proven before me by the oath of J. L. Upchurch & John Beck as to the signature of Joseph Upchurch and on same day acknowledged by June Upchurch wife of said Joseph Upchurch separate and apart from her said husband and the same after being stamped as the law directs is with this certificate recorded in my Office

Given under my hand this 6th day of November 1865
John L. Sallee CLK

Allecom
To Be Had
Allecom Job

For and in Consideration of the sum of four hundred and fifty dollars to me in hand paid by James A. Allecom the receipt of which is hereby acknowledged I have bargained and sold & by these presents convey to the said James A. Allecom all of my right title & interest in the land descended to me from the estate of my Father William R. Allecom being one eighth of two thirds of all the land in which he did reside & possessed and I hereby warrant the title to the interest herein conveyed to the said James Allecom in his heirs & assigns against the claim of any & all persons whatever. In testimony whereof I have this day set my hand & seal September 27th 1865
Jesse A. Allecom

State of Kentucky
Wayne County

I John L. Sallee Clerk of the County Court of ^{Wayne} ~~Wayne~~ County Ky certify that Jesse A. Allecom this day came before me and acknowledged the foregoing Instrument of writing to be his act and deed and the same being duly stamped as the law requires is with this certificate recorded in my Office

Given under my hand this 15th day of January 1867
John L. Sallee CLK

Flinn
To Be Had
W. Sullins

This indenture made and entered into this 20th of June 1866 Between Polly Vanhooker John Flinn and Matilda Flinn his wife George Taylor Mahgen Taylor his wife of the first part all of the County of ^{Wayne} ~~Wayne~~ State of Ky and George W. Sullins of Wayne County Ky of the second part Witnesseth that the parties of the first part with bargained and sold unto said G. W. Sullins their undivided interest in the lands of Peter Sullins deceased said Polly Vanhooker sold her part one eleventh part 80⁰⁰ in hand paid her being one of the eleven legal heirs and representatives of said

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W. Church
To
Dud
Barrier

This indenture Made and entered into this 28th day of October 1865 Between Joseph W. Church & Jane W. Church of the County of Trenton and state of Tennessee of the one part and Richard Barrier of the County of Wayne & state of Ky of the other part (Witnesseth) That the said Joseph and Jane W. Church do for and in consideration of the sum of Forty Dollars the Receipt thereof is hereby acknowledged that granted bargained & sold to the said Richard Barrier a certain tract or parcel of land in the County of Wayne and state of Kentucky on the title South fork containing fifty acres by Survey and bounded as follows (To-wit) Beginning on a White oak and gum in a line of said Joseph W. Church and with the same 200 poles to a sugar tree thence 1/6 pole to a Spanish oak thence S 35° E 140 poles to the chimney Rock thence N 40° E 180 poles to a stake thence to the beginning to have and to hold the said tract of land with the appurtenances thereto belonging to the said Richard Barrier and his heirs forever & we the said Joseph & Jane W. Church do hereby bind our selves our heirs firmly that we will warrant and forever defend the title to the said tract of land the said Richard Barrier & his heirs against our selves our heirs & all other persons whatever Given under our hand and seal the day and date above written. Joseph W. Church (Seal) Jane W. Church (Seal)

Witness
J. C. Church
John Rich

Notary of the Wayne County
I John L. Lalle Clerk of the County aforesaid certify that the foregoing instrument of writing was this day on the 6th day of Nov 1865 shown before me by the oath of J. C. Church & John Rich as to the signature of Joseph W. Church and on the same day acknowledged by Jane W. Church wife of the said Joseph W. Church as her own and a part from her husband and the same being first duly stamped is this certificate recorded in my Office
Given under my hand this 6th day of November 1865
John L. Lalle Clerk

Samuel Walden & Hanson Hanson, was this day produced to me duly stamped and acknowledged by said Walden to be his act and deed. And the same is recorded given under my hand this 25th day of February A. D. 1870.

J. W. Sallee
 J. W. Sallee Clerk

Upchurch
 &
 Buttram

This Indenture made of bargain and sale of land made and entered into this the 2nd day of March 1870, Between Rachel Upchurch of the County of Wayne and State of Kentucky of the one part and Jesse A. Buttram of the County and State aforesaid of the other part. Witnesseth that the said Rachel Upchurch for and in consideration of the sum of One Hundred Dollars to her in hand paid the receipt whereof is hereby acknowledged hath bargained granted and sold unto Jesse A. Buttram a certain tract or parcel of land lying and being in the County of Wayne and State of Ky, on the dry fork of After Creek containing One Hundred acres more or less as follows to-wit: - Beginning on three black gums and dogwood on the side of a hill, running S 40 E 40 poles to a stake N 80 E 80 poles to a stake N 32 E 140 poles to a stake N 89 W 180 poles to a stake then S to the beginning. To Have and to Hold the said tract or parcel of land unto the said Jesse A. Buttram and his heirs forever and the said Rachel Upchurch for herself her heirs and Executors administrators and assigns doth covenant to wite the said Jesse A. Buttram that she will forever warrant and defend the above title to the within tract of land against the claim or claims of any person or persons whatsoever.

In witness whereof I have hereunto set my hand seal the day and date above written.

Attest
 James Mathews, J. State of Ky.
 Rachel Upchurch

Wayne County, Ky. I, J. W. Sallee, Clerk of the County, do hereby certify that the foregoing deed from Rachel Upchurch & Jesse A. Buttram was this day produced to me duly stamped and the acknowledgment of R. U. Upchurch proven by the oath of James Mathews one of the subscribing witnesses and also as to the signature of John A. Buttram the other witness thereto and the same is recorded in my office. Given under my hand this 7 March 1870.

J. W. Sallee
 J. W. Sallee Clerk

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See release in Public 3
Page 328 Miss 10/26/96
Carl Jones Clerk
By MTRC.

REAL ESTATE MORTGAGE

THIS MORTGAGE made and entered into this 13th day of July, 1995 between MILTON ROBERTS and his wife DORIS ROBERTS, (whether jointly or severally referred to as "MORTGAGOR"), of _____, Monticello, Kentucky, 42633, and the MONTICELLO BANKING COMPANY, a Banking Corporation, with its principal office and address at 116 North Main Street and mailing address of P.O. Box 421, Monticello, Wayne County, Kentucky 42633, (hereinafter referred to as "MORTGAGEE").

WITNESSETH :

WHEREAS, MORTGAGOR (jointly and severally) is indebted to MORTGAGEE for money borrowed in the sum of TWO HUNDRED FIVE THOUSAND DOLLARS, (\$205,000.00) which is evidenced by MORTGAGOR'S promissory note of even date herewith, which they have signed, executed and delivered to MORTGAGEE, said note being in the amount of TWO HUNDRED FIVE THOUSAND DOLLARS, (\$205,000.00) with interest as set forth in said note and due and payable in 30 equal semi-annual payments in the amount of \$6,833.34 each plus accrued interest on the unpaid balance at the interest rate as set forth in the Promissory Note of even date, with the 1st semi-annual payment of \$6,833.34 plus interest being due and payable on the 13th day of January, 1996 and the second semi-annual payment due and owing on the 13th day of July, 1996 and continuing thereafter on the 13th day of each January and July of each consecutive and successive year with the final payment of the entire indebtedness, to be due and payable on the 13th day of July, 2010.

NOW THEREFORE, in order to secure the full and prompt payment of said note, with any renewals or extensions thereof, or any additional amounts as provided herein, with offset, the MORTGAGOR, waiving and releasing all homestead exemption and all other exemptions allowed by laws, and all rights, title and interest, present or future, actual or contingent, including dower or curtesy, as to property herein described, do hereby grant, bargain, alien, convey and mortgage unto the MORTGAGEE, its successors and assigns forever, with covenant of general warranty the following described real property, together with all improvements and appurtenances thereto, rents, issues and profits therefrom, situated in the County of Wayne, Commonwealth of Kentucky, to-wit:

PARCEL # 1:

BEGINNING on a black oak, a conditional corner between William Hicks and Ewing Littrell; thence S 55 E 112 poles to a poplar and elm in the hollows; thence a conditional line 45 poles up the hollow to a sugartree and sourwood on the line of R.D. Denney; thence N 58 E 490 poles to a stake and sugartree, R.D. Denney and Loren Hancock corner; thence Southeastward down the drain 33 poles, more or less, to a black walnut; thence Northeastward 21 poles, more or less, to a double elm near a spring; thence Northward 52 poles, more or less, to a stone, Claud Rigney's corner; thence Northeastward 10 poles, more or less, to a stone marked "X"; thence Northward 5 poles, more or less, to a stone; thence, with his line to a rock on Robert Hancock corner near a cave; thence, in a Southern direction, meandering with a gully, 15 poles, more or less, to a stone marked "X" and a double cedar; thence Eastward 11 poles, more or less, to a hickory; thence Southward 9 poles to two cedars at a hollow; thence Eastward, with the hollow, 10 poles to two black walnuts; thence, a Southeastward direction, 7 poles to a rock marked "X"; thence a Southern direction 14 poles to a rock marked "X", Robert Hancock corner; thence a Southeastern direction 10 poles to a rock marked "X"; thence, with said Hicks and Edwards line, to the beginning.

PARCEL #2:

FIRST TRACT: BEGINNING at a post oak and ironwood corner to a 550 acre survey made in the name of Moses Sallee &

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running South 83 East 36 poles to a gum and hickory; South 38 East 18 poles to a black oak; South 2 West 120 poles to a stake; East 30 poles to a stake South 2 West 34 poles to a white oak, a conditional corner, made between Sandusky Burnett and Jas Christian; thence, with a conditional line made by said parties, North 82 East 78 poles to a stake in the Nancy Adkins line; South 7 West 27 poles to her corner, two chestnut oaks; thence, still said line, South 20-1/2 West 160 poles to her corner, two chestnut oaks; still her line, South 25 East 34 poles to two black gums, Washington Young's and Nancy Adkins' corner; thence, with said Young's line, South 50 West 98 poles to his corner, a black oak; still said line, South 47 West 39 poles to a stake, line of the 550 acre survey, made in the name of said Moses Sallee; thence with the same, South 35-1/2 East 49 poles to his corner, a stake, now a hickory; still his line, North 87 West 324 poles to his stake corner, now a beech; still his line, North 18-1/2 West 60 poles to a stake in said line near the fence; thence, leaving said line, North 69 East 12 poles to a stake; North 18 West 12 poles to a stake; North 11 East 9 poles to a stake; North 76 East 6 poles to a stake; North 6 East 12 poles to a stake; North 19 West 12 poles to a stake; North 25 East 7 poles to a stake; North 63 East 16 poles to a small white oak; North 15 West 27 poles to a stake; North 39 West 32 poles to a stake; North 66 West 6 poles to a small hickory; North 33 East 56 poles to a sugartree, a conditional corner, made by Giles Parmley and Harmon Lovelace; thence, with said conditional line, North 71 West 26 poles to a Sugartree and iron wood; North 4 West 18 poles to a beech on the bank of the creek at the mouth of a short drain; thence, up the creek and with the same, West 40 poles to the end of a cross fence; thence, with the fence, North 10 West 45 poles to a stake; North 51 East 20-1/2 poles to a stake, a conditional corner made by Giles Parmley and Keeton heirs; thence, with a conditional line made by them, North 5 East 46 poles to two ashes on top of a ridge, a conditional corner made by said parties; thence, said line, North 68 East 94 poles to a black gum; East 42 poles to a stone and walnut at the road; South 64 East 53 poles to a sugartree and rock, Giles Parmley's corner; North 27 East 62 poles to a stake in the middle of the creek, a conditional corner made between Giles Parmley and Frank Hurt; thence, meandering the creek, North 42-1/2 East 55 poles to a stake in said creek; said line, North 23 East 4 poles to a stake; said line, South 74-1/2 East 52 pole to a stake; said line, North 71-1/2 East 46 poles to a hickory and black oak on Moses Sallee's line; with said line, South 2 West 6 poles to the beginning, containing what is said to be 800 acres, more or less.

SECOND TRACT: BEGINNING at a gum and pine, Stephen Gibson's corner on the Moses Sallee's line at the Yellow Cliff and thence binding said Cliff; and with the same, South 35 West, with Gibson's line, 117 poles to a stake in the head of a hollow; thence South 88 East 60 poles to a pine, Washington Young's corner on a high bluff; thence South 70 West, with Young's line, 56 poles to a pine; thence South 47 West, still said line, 16 poles to a black oak, David Stonecipher's corner; thence, binding said Cliff, North 10 East, with Stonecipher's line, 140 poles to a stake on Moses Sallee's line; thence South 87 East 72 poles, with Sallee's line, to the beginning, containing 40 acres, more or less.

THIRD TRACT: BEGINNING on a beech tree at the head of a spring; thence, with the line, 30 feet outside of where the old fence ran, Northwardly, around the bottom part of

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said farm, to what is known as the lower end of the Cal Jones Bottom; thence, with the fence enclosing the Cal Jones Bottom, to Jess Patton, now Proctor Patton's corner, a stone set in the fence, a corner between the lands now owned by Ray Fairchild and formerly owned by M. R. Burnett, and the lands owned by C. W. Hurt heirs and P. M. Patton; thence, running with said fence as now located, to three small elms and a small ash in said fence and edge of the public road; still running with said fence as now located, along the edge of the public road, a distance of 33 poles and 12-1/2 feet to a stone in said fence by the side of the public road; thence, leaving said road and fence and running thence South 55 West 41 poles and 2-1/2 feet to a small white oak and small sugartree (the corrected degree between the aforesaid corners is South 58-1/2 West as ascertained by survey made March 29, 1961); thence South 65 West 72 poles to where an ironwood was called for, which is now gone, but there is a rock marked with a cross-cut in it near a sink between rocks (the corrected degree between the aforesaid corners is South 68 West as ascertained by survey made March 29, 1961); thence South 35 East 28 poles to a black walnut in a rail fence on the edge of the public road (the corrected degree between the aforesaid corners is South 30-1/2 East as ascertained by survey made March 29, 1961); thence, running with said fence up the road to a stone in the fence near said road, at a water gap, gate, and cross-fence; thence, running with said cross-fence to the beginning, a corner, a beech now dead, and a stone at the head of a spring.

FOURTH TRACT: (ON WATERS OF THE LITTLE SOUTH FORK CREEK) BEGINNING on a stone by the side of the public road, the beginning corner of Tract No. 1 of the division of the lands of Joel Keeton deed, and running with the line of said tract S 36 E 40 poles to the corner of said lot, a stake in the Keeton Branch below a water gap; thence, up said branch, S 62-1/2 W 14 poles to a stake; thence, crossing the branch, S 7-1/2 W 18 poles to a stake at the line fence between Sandusky Burnett and the Keeton lands; thence, with his line, S 23-1/2 E 92 poles to Giles Parmley's corner; thence, with his line, S 27 W 49 poles to an ash and rock in said line; thence, still with his line, S 27 W 13 poles to his corner, a sugartree and rock; still his line, N 64 W 53 poles to a stone and black walnut at the road, a conditional corner made by Giles Parmley and the Joel Keeton heirs; thence, a conditional line made by said parties, W. 42 poles to a black gum, ash, and two dogwoods on top of the ridge; still a conditional line made by said parties, S 68 W 94 poles to two ash trees on top of a ridge, a conditional line corner made by said parties; thence N 44 E 37 poles to a beech and dogwood, and stone in a branch in a line of Lot No. 4; thence, with said branch, about due North, N 140 poles to the mouth of a lane and said branch; thence, about due East 4 poles to a large spring in the west bank of the creek; thence, with the creek; 15-1/2 W 32 poles to a rock in the bank of the creek at the corner of the orchard fence, a corner to Lot No. 4 of the Joel Keeton lands; thence N 5 poles to a cedar and stone marked "X" at the public road; thence, running with said road, in a northeast direction 120 poles to the place of beginning.

FIFTH TRACT: The oil, gas and mineral rights in and under 15 acres of land, more or less, reserved from sale of the Hedrick & Kennedy land to Ed Stoncipher, lying South of public road and East of a lane, and binding on Lot No. 4 of the G.A. Keeton land.

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This conveyance is expressly made subject to a boundary line designation heretofore entered into between Ray Fairchild and P.M. Patton on October 14, 1961, which line designation deed, creating and establishing a division line between lands hereby conveyed and lands formerly owned by P.M. Patton, is now of record in the office of the Clerk of the Wayne County Court, in Deed Book No. 113, at page 239, and establishes the boundary line between the respective properties as follows:

BEGINNING on a stone set in the fence, a corner between the land now owned by Ray Fairchild and formerly owned by M. R. Burnett, and the lands owned by C.W. Hurt's heirs and P.M. Patton; thence, running with said fence as now located to three small elms and a small ash in said fence and edge of the public road, a distance of 33 poles and 12-1/2 feet to a stone in said fence by the side of said public road; thence, leaving said road and fence and running thence South 55 West 41 poles and 2-1/2 feet to a small white oak and small sugartree (the corrected degree between the aforesaid corner is South 58-1/2 West as ascertained by survey made March 29, 1961); thence South 65 West 72 poles to where an ironwood was called for, which is now gone, but there is a rock marked with a cross-cut in it, near a sink between rocks (the corrected degree between the aforesaid corner is South 68 West as ascertained by survey made March 29, 1961); thence South 35 East 28 poles to a black walnut in a rail fence on the edge of the public road (the corrected degree between the aforesaid corners is South 30-1/2 East as ascertained by survey made March 29, 1961); thence, running with said fence up the road to a stone in the fence near said road at a water gap, gate and cross-fence; thence running with said cross-fence, to the beginning corner, a beech now dead, and a stone at the head of a spring.

EXCLUSIONS: The oil, gas and minerals in and under Tract No. Four herein have been previously excepted, and only such part of the minerals under said tract as may be owned by the **FIRST PARTY** is conveyed hereby.

FURTHER EXCLUSION: It is further understood that one-half of the mineral rights in and under the Third Tract above, except that portion of said land known as the Cal Jones land, are reserved, the same having been reserved by former deeds, and it is the intention to convey only such mineral rights in and under the Third Tract as was conveyed to **FIRST PARTY**.

It is the intention of the **FIRST PARTY** to convey to **SECOND PARTY** the 30 feet from the fence around the East boundary line and South line of the Third Tract above, except where the fence has been subsequently repaired and placed on the division line.

PARCEL #3

TRACT I: **BEGINNING** at an 18" elm, an original corner of Lloyd Burnett, and running thence S 21-23-34 E 28.33' to the center line of an existing soil road; thence, generally with the meanders of the center line of said soil road, as follows: S 69-36-26 W 367.86'; S 85-44-39 W 442.09'; N 75-41-38 W 612.56'; N 51-41-34 (blank) 215.02'; N 70-19-53 W 430.38'; N 61-40-48 W 483.25'; to a point in the division line between James Chesney and Lloyd Burnett, and by this survey noted as B-15.1; thence, with said division line, N 17-0-0 E 435'; thence, still with said division line, N 20-30-0 E 1996.5';

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thence S 29-0-0 E to the beginning, containing 77.1 acres.

TRACT II: BEGINNING at a point in the division line between James Chesney and Lloyd Burnett, said point bearing S 16-50-05 W 418.54' from the aforementioned point B-15-1 in Tract S-1, and running thence with or near a 4' wire fence, as follows: S 53-36-47 E 49.22'; S 25-23-47 E 290.76'; S 33-21-17 E 547.01'; S 44-12-12 E 316.92'; S 47-38-32 E 398.49'; S 54-04-14 E 382.01'; S 11-54-32 E 175.90' to a corner of the hog lot; thence, still with or near the fence, S 62-28-18 W 666.77'; S 28-0-10 W 168.34'; S 43-53-05 W 198.41'; S 33-18-23' W 432.31' to a point on the bank of a dry wash; thence, with the dry wash, S 38-53-19 E 160.25' to a fence corner; thence, leaving the fence and running generally with the meanders of the center line of an existing soil road, as follows: N 88-10-21 E 242.71'; S 77-21-21 E 133.24'; N 89-39-41 E 458.13'; N 80-30-06 E 175.27'; S 86-23-52 E 167.05'; S 88-59-38 E 173.36'; N 79-13-19 E 288.92'; S 87-13-19 E 179.64'; S 18-58-46 W 68.99'; S 68-38-14 E 249.33' to a point in the Right-of-Way of the Mt. Pisgah-Parmleysville Road; thence, with said Right-of-Way, as follows: S 26-33-10 W 233.45'; S 5-13-28 E 129.71'; S 27-08-53 E 238.26'; S 26-36-13 E 124.40'; S 52-52-27 E 266.84' to a point in a division line found to be painted red; thence, with red painted line, as follows: S 33-35-34 W 95.39'; S 25-48-34 W 381.19'; S 28-43-14 W 197.07'; S 23-16-04 W 193.57'; S 28-55-01 W 198.87'; S 17-16-01 W 194.19'; S 21-12-36 W 197.81'; S 24-54-16 W 149.53'; S 26-55-51 W 197.88'; S 18-39-41 W 203.81' to a chestnut oak stump marked as a corner; thence, still with red painted line, as follows: S 17-44-01 E 197.26'; S 20-48-06 E 274.35'; S 14-39-26 E 175.22'; S 41-49-29 E 120.37' to a stump on the Right-of-Way of the Mt. Pisgah-Parmleysville Road claimed to be an original corner by Lloyd Burnett; thence, with the calls of the original deed as follows: N 66-30-0 W 865.0'; N 57-30-0 W 330.0'; N 51-30-0 W 495.0'; N 10-0-0 W 891.0'; W 1435.5'; N 68-0-0 W 2557.5'; S 80-0-0 E 957.0'; N 32-0-0 E 1039.5'; N 45-0-0 W 495.0'; N 24-0-0 W 1782.0'; S 72-0-0 E 528.0'; N 78-0-0 E 1353.0'; S 65-0-0 E 396.0'; S 10-0-0 W 115.5'; N 80-0-0 E 181.5'; N 20-0-0 E 577.5'; N 15-0-0 E 466.46' to the beginning, containing 348.3 acres.

TRACT III: BEGINNING at a point, the most Southwestwardly corner of Tract No. 2 and thence running S 36 W 858 feet to a stake; thence S 12 E 594 feet to a stake; thence N 59 W 726 feet to a stake; thence N 37 W 511.5 feet to a stake; thence N 36 W 891 feet to a stake; thence N 23 E 231 feet to a stake; thence N 45 E 973.5 feet to a stake; thence N 20 E 330 feet to a stake; thence N 11 E 231 feet to a stake; thence N 85 E 970 feet to a stake; thence S 75 E 264 feet to a stake; thence S 45 E 264 feet to a stake; thence S 76 E 264 feet to a stake; thence S 48 E 264 feet to a stake; thence S 37 E 198 feet to a stake, corner to Tract No. 2; thence, with the line of Tract NO. 2, S 45 E 495 feet to a stake; thence, still with the line of Tract No. 2, S 32 W 1039.5 feet to a stake; thence, still with the line of Tract No. 2, N 80 W 957 feet to the beginning, containing 117.6 acres.

There is further conveyed herein by the PARTY of the FIRST PART to the PARTY of the SECOND PART, a right-of-way for ingress and egress from the Mt. Pisgah-Parmleysville Road over the existing soil road, said right-of-way being 15' in width on that portion of the land owned by the FIRST PARTY herein, the center line of

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said right-of-way being described as follows:

BEGINNING at a point on the right-of-way of the Mt. Pisgah-Parmleysville Road; thence S 85 degrees 38 minutes 38 seconds West 86.89 feet; thence N 39 degrees 12 minutes 47 seconds West 122.06 feet; thence N 17 degrees 32 minutes 25 seconds West 100.63 feet; thence N 63 degrees 27 minutes 05 seconds West 149.61 feet; thence N 71 degrees 05 minutes West 152.94 feet; thence N 25 degrees 15 minutes 38 seconds West 173.55 feet; thence N 46 degrees 04 minutes 43 seconds West 149.99 feet; thence N 32 degrees 06 minutes 01 seconds West 80.20 feet; thence N 69 degrees 14 minutes 39 seconds West 109.71 feet; thence N 59 degrees 23 minutes 42 seconds West 235.50 feet; thence N 86 degrees 28 minutes 17 seconds West 111.03 feet; thence N 61 degrees 46 minutes 17 seconds West 197.94 feet; thence N 75 degrees 55 minutes 55 seconds West 162.46 feet; thence S 70 degrees 27 minutes 40 seconds West 182.39 feet; thence S 69 degrees 54 minutes 37 seconds West 417.43 feet; thence S 82 degrees 47 minutes 34 seconds West 85.68 feet. It being understood that said right-of-way follows the existing soil road running from the Mt. Pisgah-Parmleysville Road to Tract I herein conveyed. Said Right-of-way being 15 feet in width as it extends over the land owned by the **FIRST PARTY** herein.

THERE IS also hereby conveyed all oil, gas and mineral rights as owned by the Grantor, Mary Elizabeth Miller Revocable Trust by deed dated the 5th., day of November, 1991, and recorded in the office of the Clerk of Wayne County Court in Deed Book 221 at page 573 including any and all interest that Mary E. Miller conveyed to the Mary Elizabeth Miller Revocable Trust in and to all of her rights to oil, gas and minerals that she owned at the time of the conveyance relating to an undivided two-thirds (2/3rds.) interest in and to all oil, gas and minerals rights as owned by Grantor, Mary E. Miller, deceased by Quitclaim Deed from 10-Tucky Farms & Stables, Inc., by deed dated November 5, 1984 and of record in deed book 192 at page 87 in the Wayne County Clerk's Office, in and under Parcel # 3, tracts Nos. I and II, and the grantors herein specifically convey all its right, title, and interest in any and all minerals, and oil and gas rights which it might have.

BEING THE SAME land conveyed to Milton Roberts and his wife Doris Roberts, by the Mary Elizabeth Miller Revocable Trust, under trust agreement dated October 12, 1989, by its trust officer, Peoples and Union Bank, by deed dated the 30th day of June, 1995, now of record in the Wayne County Court Clerk's Office in Deed Book 244 at page 393.

It is agreed that this mortgage shall secure all renewals or extensions of the note set out herein in whole or in part and no renewal or extension shall be deemed a payment or novation so as to discharge this mortgage. This mortgage shall also secure any additional loans, sums of money advanced or any other indebtedness of MORTGAGOR, jointly and/or severally, to MORTGAGEE, contracted or made before or after this date by promissory notes, accounts, or obligations of any kind whatsoever, not to exceed in the aggregate at any one time the sum of **TWO HUNDRED FIFTY THOUSAND DOLLARS, (\$250,000.00)** plus all accrued interest thereon and plus any sums which may be incurred by MORTGAGEE in payment of taxes and insurance premiums as hereinafter provided.

In the event MORTGAGOR should default in the payment of any installment of principal or interest, or any part thereof when due, it is agreed by the parties the whole amount of said principal and interest thereon, shall, at the option of the MORTGAGEE, become due and payable and this mortgage may be enforced at any time after default; but the omission of MORTGAGEE, or its successors or assigns to exercise this option at any time shall not preclude said MORTGAGEE from the exercise thereof at any subsequent default or defaults of MORTGAGOR, and it shall not be necessary for mortgagee to give written notice of its intention to exercise said option at any time, such notice being hereby expressly waived by

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In the event of the partial or total taking of the mortgaged property through the exercise of the power of eminent domain, it is agreed that MORTGAGOR shall apply the proceeds from such taking to the prepayment of the note. In the event that any of the mortgaged property shall be destroyed or damaged at any time by fire or any other cause whatsoever, the MORTGAGOR will, at their option either (a) promptly restore, or replace the same in a manner that the value thereof when restored or replaced, will be at least equal to the value thereof immediately prior to such destruction or damage, or (b) will pay in full the unpaid balance on the note. If the MORTGAGOR shall fail to perform any of the covenants contained in this paragraph, the holder of the note may perform the same on behalf of the MORTGAGOR, but shall be under no obligation to do so, and may apply either their own funds or any sum in their hands representing the proceeds of any insurance upon the mortgaged premises for such purpose; and all sums expended (except proceeds of insurance representing the loss in question) shall be at once repayable by the MORTGAGOR, and shall bear interest at the rate shown on the note until paid, and shall be secured hereby, but no action on the part of the holder of the note shall relieve the MORTGAGOR from any default hereunder.

MORTGAGOR covenant that they will not sell, transfer, convey, nor permit the indebtedness secured hereby to be assumed, or further encumber the property herein mortgaged without the written consent of the mortgagee; and that a sale, transfer, or conveyance of the premises, or assumption of this mortgage with the consent of the MORTGAGEE, shall not operate to release or in any way discharge the MORTGAGOR from their primary liability for the payment of said debt. Should MORTGAGOR or their assigns further encumber this property, this mortgage shall immediately become due at option of the MORTGAGEE.

If foreclosure proceedings of any junior lien of any kind whatsoever shall be instituted, MORTGAGEE herein may immediately declare its debt hereby secured and the note evidencing same as being immediately due and payable and may start such proceedings as may be necessary to protect its interest in the premises, and its lien herein granted upon rents and profits shall be prior to the lien of any junior lien holder upon rents or profits.

It is expressly stipulated and agreed that the lien of this mortgage shall extend to and include any expenses that might be incurred by MORTGAGEE in the collection of this demand hereinbefore recited and should legal proceedings be instituted for the collection of said demands, or any part hereof, the MORTGAGOR shall be liable for, reasonable attorney's fees incurred by MORTGAGEE.

The MORTGAGOR covenant that they will maintain the improvements on said premises in good repair, and not commit or permit any waste to the improvements or the premises herein mortgaged; and that they will not alter, destroy or remove any improvements now on said property without the written consent of the MORTGAGEE. MORTGAGOR agrees to make any repairs demanded by the MORTGAGEE. MORTGAGOR further covenant that upon a default in payment of any installment on said note or the breach of any covenant or condition of this instrument, the MORTGAGEE, shall have the right at its option to apply for and have appointed by a court of competent jurisdiction, a receiver to take charge of said property and to collect the rents, issues, and profits of the property herein mortgaged, and to apply the same to the payment of the costs of such receivership, to the payment of any superior liens that may have accrued against the property and any delinquent payment or payments as have accrued or that may become due under the terms of this mortgage. Application by the MORTGAGEE for receiver shall in no way impair its right to payment of rents and profits or thereafter impair the right to precipitate the collection of the debt herein secured by this mortgage.

The MORTGAGOR covenant that neither MORTGAGOR nor, to the best knowledge of MORTGAGOR, any other person has ever caused or permitted any Hazardous Material (as hereinafter defined) to be located or disposed of on, under or at the Property or any part thereof, and neither the Property nor any part thereof has ever been used) whether by MORTGAGOR or, to the best knowledge of MORTGAGOR, by any other person) as a dump site or permanent or temporary storage site for any Hazardous Material. MORTGAGOR agrees to indemnify and hold MORTGAGEE harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses (including without limitation reasonable attorney and consultant fees), claims for damage to the environment, claims for fines or civil penalties, costs of any settlement or judgment, and claims of any and every kind whatsoever, paid, incurred or suffered by MORTGAGEE, or asserted against MORTGAGEE by any person, entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence on or under the Property of, or the actual or threatened escape, spillage, discharge, emission, or release from the Property of, or transportation of, any Hazardous Material or any noncompliance with any Environmental Law. This indemnity shall apply notwithstanding any negligent or other contributory conduct by or on the part of MORTGAGEE or any other person, and shall survive payment of the indebtedness hereby secured, satisfaction and release of this mortgage, foreclosure of this mortgage or conveyance of the Property in lieu thereof. For purposes of this mortgage, "Environmental Law" shall mean any Federal, State or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Material, as now or at any time hereafter in effect. "Hazardous Material" shall mean any hazardous, toxic or dangerous waste, substance or material defined as such in, or for purposes of, any Environmental Law. MORTGAGOR shall promptly give MORTGAGEE written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous

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Material or Environmental Law.

The MORTGAGOR covenant that until said debt and interest are fully paid, they will promptly pay all taxes, assessments or other governmental levies that are now and may hereafter become a lien upon said property and will keep the improvements on said premises insured against loss by fire, windstorm or other casualty in a sum commensurate with the value of the property, at least to the extent of protecting the equity of the MORTGAGEE in said property, or to the insurable value of said improvements, in some good and solvent insurance company to be approved by the MORTGAGEE, and will cause the policy or policies therefore to be assigned or made payable to the MORTGAGEE by standard mortgage clause attached thereto, and deliver same, with all premiums fully paid, to the MORTGAGEE to be held as additional collateral for this loan and that should they fail to promptly pay taxes, assessments or governmental levy or procure insurance as provided under this provision, the MORTGAGEE may pay said taxes, assessments, or levies and procure insurance thereon and any monies so expended by it shall bear interest at the same rate as the principal rate secured by this mortgage from the first day of the month in which any such payment is made and shall be added to and deemed a part of the debt hereby secured, or the MORTGAGEE upon such failure upon the part of the MORTGAGOR or upon his failure to pay any installment of said note when due, or upon the mortgagor's violation of any of the terms or condition hereof, may at its option, declare the entire unpaid balance of said note immediately due and proceed to enforce this mortgage.

In the event MORTGAGORS file bankruptcy, MORTGAGORS agree and consent to MORTGAGEE receiving and collecting ongoing and continuing interest on all deficiencies, arrearages and uncollected sums due MORTGAGEE.

It is understood that time is of the essence in this contract but that a waiver by the MORTGAGEE of a breach of any of the terms and conditions of said note or this mortgage shall not constitute a waiver upon subsequent breach of the terms or conditions thereof. MORTGAGOR may prepay said note at any time, by paying all accrued interest, cost, expenses, charges and principal.

If this box is checked [] this mortgage is taken to secure a loan made for the purpose of erecting, improving or adding to a building on the mortgage property.

TO HAVE AND TO HOLD the foregoing described real property, together with all appurtenances thereunto belonging unto the MORTGAGEE, its successors and assigns, for the purposes aforesaid, forever, conditioned, however, that MORTGAGOR will pay the indebtedness when due, together with all extensions, renewals, all accrued interest thereon, and any and all sums advanced for taxes and insurance premiums or any other sums advanced or loaned by MORTGAGEE to MORTGAGOR as principal, joint maker and/or endorser, then this mortgage shall become null and void, otherwise, remain in full force and effect.

IN TESTIMONY WHEREOF, witness the signatures of the MORTGAGOR, this 13th day of July, 1995.

Milton Roberts
MILTON ROBERTS
Doris Roberts
DORIS ROBERTS

STATE OF KENTUCKY
COUNTY OF WAYNE

The foregoing instrument was signed and acknowledged before me this 13th day of July, 1995 by Milton Roberts and his wife Doris Roberts.

L. J. Hully
Notary Public

My Comm. Expires: 5/24/98.

THIS INSTRUMENT PREPARED BY:
PHILLIPS & PHILLIPS
ATTORNEYS AT LAW
P.O. BOX 391
MONTICELLO, KENTUCKY 42633
(606) 348-5591

BY: *L. J. Hully*
ATTORNEY

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ATTEST C. JONES
FRK

STATE OF KENTUCKY §
COUNTY OF WAYNE §
July 13 1995 340 0 13 day of
July 14 1995 153 276
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OPEN-END MORTGAGE

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THIS MORTGAGE made this: 22nd day of October, 19 96, by and between

----- MILTON ROBERTS and DORIS ROBERTS, husband and wife -----

(hereafter jointly and severally referred to as "Mortgagor"), of 222 E. Evelyn Ave. Mticello, KY and Farm Credit Services of Mid-America, ACA, whose principal office is at 501 Fourth Avenue, P.O. Box 34390, Louisville, Jefferson County, Kentucky 40232-4390, a corporation created under an Act of Congress (hereafter referred to as "Mortgagee"), WITNESSETH: For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Mortgagor does hereby grant, convey and mortgage unto the Mortgagee, its successors and assigns, the following described real estate, together with its rents, issues and profits and all buildings, improvements, fixtures and crops thereon or hereafter erected thereon, and all rights, appurtenances, privileges, interests, easements, minerals, including coal, oil and gas and all rights therein including mineral and oil and gas leases, timber and hereditaments thereto belonging, situated in Wayne County, State of Kentucky, to wit:

PARCEL #1:

FIRST TRACT: BEGINNING at a post oak and ironwood corner to a 550 acre survey made in the name of Moses Sallee & running South 83 East 36 poles to a gum and hickory; South 38 East 18 poles to a black oak; South 2 West 120 poles to a stake; East 30 poles to a stake South 2 West 34 poles to a white oak, a conditional corner, made between Sandusky Burnett and Jas Christian; thence, with a conditional line made by said parties, North 82 East 78 poles to a stake in the Nancy Adkins line; South 7 West 27 poles to her corner, two chestnut oaks; thence, still said line, South 20-1/2 West 160 poles to her corner, two chestnut oaks; still her line, South 25 East 34 poles to two black gums, Washington Young's and Nancy Adkins' corner; thence, with said Young's line, South 50 West 98 poles to his corner, a black oak; still said line, South 47 West 39 poles to a stake, line of the 550 acre survey, made in the name of said Moses Sallee; thence with the same, South 35-1/2 East 49 poles to his corner, a stake, now a hickory; still his line, North 87 West 324 poles to his stake corner, now a beech; still his line, North 18-1/2 West 60 poles to a stake in said line near the fence; thence, leaving said line, North 69 East 12 poles to a stake; North 18 West 12 poles to a stake; North 11 East 9 poles to a stake; North 76 East 6 poles to a stake; North 6 East 12 poles to a stake; North 19 West 12 poles to a stake; North 25 East 7 poles to a stake; North 63 East 16 poles to a small white oak; North 15 West 27 poles to a stake; North 39 West 32 poles to a stake; North 66 West 6 poles to a small hickory; North 33 East 56 poles to a sugartree, a conditional corner, made by Giles Parmley and Harmon Lovelace; thence, with said conditional line, North 71 West 26 poles to a Sugartree and iron wood; North 4 West 18 poles to a beech on the bank of the creek at the mouth of a short drain; thence, up the creek and with the same, West 40 poles to the end of a cross fence; thence, with the fence, North 10 West 45 poles to a stake; North 51 East 20-1/2 poles to a stake, a conditional corner made by Giles Parmley and Keeton heirs; thence, with a conditional line made by them, North 5 East 46 poles to two ashes on top of a ridge, a conditional corner made by said parties; thence, said line, North 68 East 94 poles to a black gum; East 42 poles to a stone and walnut at the road; South

"See Annex to Real Estate Mortgage for Rest of Description"
 "Description continued on 5 attachments"

[Handwritten signatures]

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This Mortgage is made:

FIRST: To secure the payment of the indebtedness due from Milton Roberts and Doris Roberts, husband and wife to the Mortgagee in the prinapal sum of ONE HUNDRED SEVENTY FIVE THOUSAND AND 00/100 Dollars (\$ 175,000.00), which the Mortgagee has advanced, or has obligated itself to advance, evidenced by the following described promissory note(s) executed by the aforementioned person(s) and bearing interest from the interest beginning date of said note(s) as therein specified:

Principal Amount	Date of Note	When Due	Principal Amount	Date of Note	When Due
\$175,000.00	10/22/96	06/01/2006			

Together with any renewals and extensions, partial or otherwise;

SECOND: To secure the payment of all unpaid balances of any additional or other loan advances which the Mortgagee may make under provisions of note(s) secured hereby, to the aforementioned person(s), no matter how the same may be evidenced; and

THIRD: To secure unpaid balances of any loans made in the future by Mortgagee to the aforementioned person(s), at the request of the aforementioned person(s), Mortgagor or his successor in title, no matter how such loans may be evidenced.

In all cases the secured debt includes advancements to protect the security, expenses of collection and a reasonable attorney's fee as permitted by law. The parties hereto agree and intend that this Mortgage shall secure unpaid balances of any loans or advances made by Mortgagee to the aforementioned person(s) not to exceed the maximum amount outstanding at any one time of TWO HUNDRED THOUSAND AND 00/100 Dollars (\$ 200,000.00) in the aggregate and exclusive of interest thereon. If the unpaid balance at any time exceeds such amount, then this Mortgage shall secure that portion of the outstanding balance which does not exceed such amount.

TO HAVE AND TO HOLD the same to the proper use of the Mortgagee, forever. And the said Mortgagor covenants with the Mortgagee, that at and until the execution and delivery of this Mortgage, he is well seized of the above described premises, has a good and indefeasible estate in fee simple, and has a good right to encumber the the same in manner and form as above written; that the same are free and clear from all unrecorded conveyances and undisclosed interests whatsoever; and that he will warrant and defend said premises, with the appurtenances thereunto belonging to said Mortgagee, against all lawful claims and demands whatsoever.

The Mortgagor further covenants and agrees with the Mortgagee as follows:

1. **NO LIENS OR ASSESSMENTS.** Not to permit any lien or assessment other than current taxes not delinquent to encumber the Mortgaged Premises.

2. **INSURANCE.** To maintain insurance on all buildings and other improvements on the Mortgaged Premises against damage by fire, windstorm, flood or other normal risks under extended coverage in companies and amounts satisfactory to Mortgagee. All policies evidencing such insurance shall have attached thereto standard mortgagee riders making such insurance payable to Mortgagee as its interest may appear, and shall provide for at least ten (10) days prior written notice of cancellation or material change in coverage to Mortgagee. All such policies or appropriate certificates, at Mortgagee's request, shall be deposited with Mortgagee.

3. **MAINTENANCE, WASTE, USE, ALTERATIONS AND ENCUMBERED PERSONALTY.** To keep all buildings, fences and other improvements on the Mortgaged Premises in as good repair and condition as the same are in at this date, and to promptly repair, rebuild or restore any part damaged or destroyed. And to permit no waste, and especially no cutting of timber or removal of oil, gas, coal or other minerals except for the actual needs of the property. Mortgagor shall not make or permit, without Mortgagee's written consent (A) any use of the Mortgaged Premises for any purpose other than that for which the same is now used or as identified to Mortgagee as intended to be used; (B) any substantial alterations of the buildings, improvements, fixtures, apparatus, machinery, and equipment now or hereafter erected or located upon the said premises; (C) any purchase, lease or agreement under which title is reserved in the vendor respecting any fixtures, apparatus, machinery, equipment, or personal property to be placed in or upon any of the buildings or improvements on the Mortgaged Premises unless any such interest is subordinated to the lien of this Mortgage, and Mortgagor shall execute and deliver, from time to time, such further instruments as may reasonably be requested by Mortgagee in order to confirm the priority of this mortgage lien.

Mortgagor shall be in default under this mortgage, the above note(s) and any other loan documents should any loan proceeds be ussd for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 CFR Part 1940, Subpart G, Exhibit M; prior to loss of the exemption from the highly erodible land conservation restrictions found in 7 CFR Part 12, Mortgagors must demonstrate that Mortgagors are actively applying an approved conservation plan on that land which has been determined to be highly erodible prior to 1990 or two years after the Soil Conservation Service has completed a soil survey for that land, whichever is later; and Mortgagor must demonstrate that any production of an agricultural commodity on highly erodible land will be done in compliance with an approved Soil Conservation Service conservation system.

4. **ENVIRONMENTAL COMPLIANCE.** That neither Mortgagor nor, to the best of Mortgagor's knowledge, any prior owner has created conditions which may give rise to environmental liability; that no enforcement actions are pending or threatened and that any costs the Mortgagee incurs as a result of environmental liabilities shall become a part of the debt secured hereby; to remedy any contamination that may occur or be discovered in the future, to comply with all state and federal environmental laws, to allow Mortgagee access to the Mortgaged Premises for testing and monitoring and to forward any notices received from state and federal environmental agencies to Mortgagee; to permit Mortgagee and its agents to enter upon the Mortgaged Premises to make such inspections and tests as Mortgagee may deem appropriate to determine compliance of the Mortgaged Premises with this covenant (any inspections or tests made by Mortgagee shall be for Mortgagee's purposes only and shall not be construed to create any responsibility or liability on the part of the Mortgagee to Mortgagor or to any other person); that to the best of Mortgagor's knowledge, there are no underground tanks on the Mortgaged Premises except as already disclosed, and that any such underground tanks currently or previously located on the Mortgaged Premises do not now, and never have leaked and there is no contaminated soil located on the Mortgaged Premises in connection with any of said underground tanks; and to indemnify and hold Mortgagee harmless against any and all claims and losses resulting from a breach of this covenant of the Mortgage; this covenant and indemnity shall survive foreclosure of this Mortgage or acceptance by Mortgagee of a deed in lieu of foreclosure.

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Annex to Real Estate Mortgage

Page 1

Morgagors: Milton Roberts and Doris Roberts
husband and wife, Loan #1024572800

Mortgagee: Farm Credit Services of Mid-America, ACA

64 East 53 poles to a sugartree and rock, Giles Parmley's corner; North 27 East 62 poles to a stake in the middle of the creek, a conditional corner made between Giles Parmley and Frank Hurt; thence, meandering the creek, North 42-1/2 East 55 poles to a stake in said creek; said line, North 23 East 4 poles to a stake; said line, South 74-1/2 East 52 pole to a stake; said line, North 71-1/2 East 46 poles to a hickory and black oak on Moses Sallee's line; with said line, South 2 West 6 poles to the beginning, containing what is said to be 800 acres, more or less.

SECOND TRACT: BEGINNING at a gum and pine, Stephen Gibson's corner on the Moses Sallee's line at the Yellow Cliff and thence binding said Cliff; and with the same, South 35 West, with Gibson's line, 117 poles to a stake in the head of a hollow; thence South 88 East 60 poles to a pine, Washington Young's corner on a high bluff; thence South 70 West, with Young's line, 56 poles to a pine; thence South 47 West, still said line, 16 poles to a black oak, David Stonecipher's corner; thence, binding said Cliff, North 10 East, with Stonecipher's line, 140 poles to a stake on Moses Sallee's line; thence South 87 East 72 poles, with Sallee's line, to the beginning, containing 40 acres, more or less.

THIRD TRACT: BEGINNING on a beech tree at the head of a spring; thence, with the line, 30 feet outside of where the old fence ran, Northwardly, around the bottom part of said farm, to what is known as the lower end of the Cal Jones Bottom; thence, with the fence enclosing the Cal Jones Bottom, to Jess Patton, now Proctor Patton's corner, a stone set in the fence, a corner between the lands now owned by Ray Fairchild and formerly owned by M. R. Burnett, and the lands owned by C. W. Hurt heirs and P. M. Patton; thence, running with said fence as now located, to three small elms and a small ash in said fence and edge of the public road; still running with said fence as now located, along the edge of the public road, a distance of 33 poles and 12-1/2 feet to a stone in said fence by the side of the public road; thence, leaving said road and fence and running thence South 55 West 41 poles and 2-1/2 feet to a small white oak and small sugartree (the corrected degree between the aforesaid corners is South 58-1/2 West as ascertained by survey made March 29, 1961); thence South 65 West 72 poles to where an ironwood was called for, which is now gone, but there is a rock marked with a cross-cut in it near a sink between rocks (the corrected degree between the aforesaid corners is South 68 West as ascertained by survey made March 29, 1961); thence South 35 East 28 poles to a black walnut in a rail fence on the edge of the public road (the corrected degree between the aforesaid corners is South 30-1/2 East as ascertained by survey made March 29, 1961); thence, running with said fence up the road to a stone in the fence near said road, at a water gap, gate, and cross-fence; thence, running with said cross-fence to the beginning, a corner, a beech now dead, and a stone at the head of a spring.

FOURTH TRACT: (ON WATERS OF THE LITTLE SOUTH FORK CREEK)
BEGINNING on a stone by the side of the public road, the beginning corner of Tract No. 1 of the division of the lands of Joel Keeton deed, and running with the line of said tract S 36 E 40 poles to the corner of said lot, a stake in the Keeton Branch below a water gap; thence, up

"Attachment one of five attachments"



Annex To Real Estate Mortgage

Page 2

**Mortgagors: Milton Roberts and Doris Roberts,
husband and wife, Loan #1024572800****Mortgagee: Farm Credit Services of Mid-America, ACA**

said branch, S 62-1/2 W 14 poles to a stake; thence, crossing the branch, S 7-1/2 W 18 poles to a stake at the line fence between Sandusky Burnett and the Keeton lands; thence, with his line, S 23-1/2 E 92 poles to Giles Parmley's corner; thence, with his line, S 27 W 49 poles to an ash and rock in said line; thence, still with his line, S 27 W 13 poles to his corner, a sugartree and rock; still his line, N 64 W 53 poles to a stone and black walnut at the road, a conditional corner made by Giles Parmley and the Joel Keeton heirs; thence, a conditional line made by said parties, W. 42 poles to a black gum, ash, and two dogwoods on top of the ridge; still a conditional line made by said parties, S 68 W 94 poles to two ash trees on top of a ridge, a conditional line corner made by said parties; thence N 44 E 37 poles to a beech and dogwood, and stone in a branch in a line of Lot No. 4; thence, with said branch, about due North, N 140 poles to the mouth of a lane and said branch; thence, about due East 4 poles to a large spring in the west bank of the creek; thence, with the creek; 15-1/2 W 32 poles to a rock in the bank of the creek at the corner of the orchard fence, a corner to Lot No. 4 of the Joel Keeton lands; thence N 5 poles to a cedar and stone marked "X" at the public road; thence, running with said road, in a northeast direction 120 poles to the place of beginning.

FIFTH TRACT: The oil, gas and mineral rights in and under 15 acres of land, more or less, reserved from sale of the Hedrick & Kennedy land to Ed Stoncipher, lying South of public road and East of a lane, and binding on Lot No. 4 of the G.A. Keeton land.

This conveyance is expressly made subject to a boundary line designation heretofore entered into between Ray Fairchild and P.M. Patton on October 14, 1961, which line designation deed, creating and establishing a division line between lands hereby conveyed and lands formerly owned by P.M. Patton, is now of record in the office of the Clerk of the Wayne County Court, in Deed Book No. 113, at page 239, and establishes the boundary line between the respective properties as follows:

BEGINNING on a stone set in the fence, a corner between the land now owned by Ray Fairchild and formerly owned by M. R. Burnett, and the lands owned by C.W. Hurt's heirs and P.M. Patton; thence, running with said fence as now located to three small elms and a small ash in said fence and edge of the public road, a distance of 33 poles and 12-1/2 feet to a stone in said fence by the side of said public road; thence, leaving said road and fence and running thence South 55 West 41 poles and 2-1/2 feet to a small white oak and small sugartree (the corrected degree between the aforesaid corner is South 58-1/2 West as ascertained by survey made March 29, 1961); thence South 65 West 72 poles to where an ironwood was called for, which is now gone, but there is a rock marked with a cross-cut in it, near a sink between rocks (the corrected degree between the aforesaid corner is South 68 West as ascertained by survey made March 29, 1961); thence South 35 East 28 poles to a black walnut in a rail fence on the edge of the public road (the corrected degree between the aforesaid corners is South 30-1/2 East as ascertained by survey made March 29, 1961); thence, running with said fence up the road to a stone in the fence near said road at a water gap, gate and cross-

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Annex to Real Estate Mortgage

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Mortgagors: Milton Roberts and Doris Roberts,
 husband and wife, Loan #1024572800

Mortgagee: Farm Credit Services of Mid-America, ACA

fence; thence running with said cross-fence, to the beginning corner, a beech now dead, and a stone at the head of a spring.

EXCLUSIONS: The oil, gas and minerals in and under Tract No. Four herein have been previously excepted, and only such part of the minerals under said tract as may be owned by the FIRST PARTY is conveyed hereby.

FURTHER EXCLUSION: It is further understood that one-half of the mineral rights in and under the Third Tract above, except that portion of said land known as the Cal Jones land, are reserved, the same having been reserved by former deeds, and it is the intention to convey only such mineral rights in and under the Third Tract as was conveyed to FIRST PARTY.

It is the intention of the FIRST PARTY to convey to SECOND PARTY the 30 feet from the fence around the East boundary line and South line of the Third Tract above, except where the fence has been subsequently repaired and placed on the division line.

PARCEL #2

TRACT I: BEGINNING at an 18" elm, an original corner of Lloyd Burnett, and running thence S 21-23-34 E 28.33' to the center line of an existing soil road; thence, generally with the meanders of the center line of said soil road, as follows: S 69-36-26 W 367.86'; S 85-44-39 W 442.09'; N 75-41-38 W 612.56'; N 51-41-34 (blank) 215.02'; N 70-19-53 W 430.38'; N 61-40-48 W 483.25'; to a point in the division line between James Chesney and Lloyd Burnett, and by this survey noted as B-15.1; thence, with said division line, N 17-0-0 E 435'; thence, still with said division line, N 20-30-0 E 1996.5'; thence S 29-0-0 E to the beginning, containing 77.1 acres.

TRACT II: BEGINNING at a point in the division line between James Chesney and Lloyd Burnett, said point bearing S 16-50-05 W 418.54' from the aforementioned point B-15-1 in Tract S-1, and running thence with or near a 4' wire fence, as follows: S 53-36-47 E 49.22'; S 25-23-47 E 290.76'; S 33-21-17 E 547.01'; S 44-12-12 E 316.92'; S 47-38-32 E 398.49'; S 54-04-14 E 382.01'; S 11-54-32 E 175.90' to a corner of the hog lot; thence, still with or near the fence, S 62-28-18 W 666.77'; S 28-0-10 W 168.34'; S 43-53-05 W 198.41'; S 33'18'23" W 432.31' to a point on the bank of a dry wash; thence, with the dry wash, S 38-53-19 E 160.25' to a fence corner; thence, leaving the fence and running generally with the meanders of the center line of an existing soil road, as follows: N 88-10-21 E 242.71'; S 77-21-21 E 133.24'; N 89-39-41 E 458.13'; N 80-30-06 E 175.27'; S 86-23-52 E 167.05'; S 88-59-38 E 173.36'; N 79-13-19 E 288.92'; S 87-13-19 E 179.64'; S 18-58-46 W 68.99'; S 68-38-14 E 249.33' to a point in the Right-of-Way of the Mt. Pisgah-Parmleysville Road; thence, with said Right-of-Way, as follows: S 26-33-10 W 233.45'; S 5-13-28 E 129.71'; S 27-08-53 E 238.26'; S 26-36-13 E 124.40'; S 52-52-27 E 266.84' to a point in a division line found to be painted red; thence, with red painted line, as follows: S 33-35-34 W 95.39'; S 25-48-34 W 381.19'; S 28-43-14 W 197.07'; S 23-16-04 W 193.57'; S 28-55-01 W

"Attachment three of five attachments"

DR

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Annex to Real Estate Mortgage

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**Mortgagors: Milton Roberts and Doris Roberts,
husband and wife, Loan #1024572800**

Mortgagee: Farm Credit Services of Mid-America, ACA

198.87'; S 17-16-01 W 194.19'; S 21-12-36 W 197.81'; S 24-54-16 W 149.53'; S 26-55-51 W 197.88'; S 18-39-41 W 203.81' to a chestnut oak stump marked as a corner; thence, still with red painted line, as follows: S 17-44-01 E 197.26' S 20-48-06 E 274.35'; S 14-39-26 E 175.22'; S 41-49-29 E 120.37' to a stump on the Right-of-Way of the Mt. Pisgah-Parmleysville Road claimed to be an original corner by Lloyd Burnett; thence, with the calls of the original deed as follows: N 66-30-0 W 865.0'; N 57-30-0 W 330.0'; N 51-30-0 W 495.0'; N 10-0-0 W 891.0'; W 1435.5'; N 68-0-0 W 2557.5'; S 80-0-0 E 957.0'; N 32-0-0 E 1039.5'; N 45-0-0 W 495.0'; N 24-0-0 W 1782.0'; S 72-0-0 E 528.0'; N 78-0-0 E 1353.0'; S 65-0-0 E 396.0'; S 10-0-0 W 115.5'; N 80-0-0 E 181.5'; N 20-0-0 E 577.5'; N 15-0-0 E 466.46' to the beginning, containing 348.3 acres.

TRACT III: BEGINNING at a point, the most Southwestwardly corner of Tract No. 2 and thence running S 36 W 858 feet to a stake; thence S 12 E 594 feet to a stake; thence N 59 W 726 feet to a stake; thence N 37 W 511.5 feet to a stake; thence N 36 W 891 feet to a stake; thence N 23 E 231 feet to a stake; thence N 45 E 973.5 feet to a stake; thence N 20 E 330 feet to a stake; thence N 11 E 231 feet to a stake; thence N 85 E 970 feet to a stake; thence S 75 E 264 feet to a stake; thence S 45 E 264 feet to a stake; thence S 76 E 264 feet to a stake; thence S 48 E 264 feet to a stake; thence S 37 E 198 feet to a stake, corner to Tract No. 2; thence, with the line of Tract NO. 2, S 45 E 495 feet to a stake; thence, still with the line of Tract No. 2, S 32 W 1039.5 feet to a stake; thence, still with the line of Tract No. 2, N 80 W 957 feet to the beginning, containing 117.6 acres.

There is further conveyed herein by the PARTY of the FIRST PART to the PARTY of the SECOND PART, a right-of-way for ingress and egress from the Mt. Pisgah-Parmleysville Road over the existing soil road, said right-of-way being 15' in width on that portion of the land owned by the FIRST PARTY herein, the center line of said right-of-way being described as follows:

BEGINNING at a point on the right-of-way of the Mt. Pisgah-Parmleysville Road; thence S 85 degrees 38 minutes 38 seconds West 86.89 feet; thence N 39 degrees 12 minutes 47 seconds West 122.06 feet; thence N 17 degrees 32 minutes 25 seconds West 100.63 feet; thence N 63 degrees 27 minutes 05 seconds West 149.61 feet; thence N 71 degrees 05 minutes West 152.94 feet; thence N 25 degrees 15 minutes 38 seconds West 173.55 feet; thence N 46 degrees 04 minutes 43 seconds West 149.99 feet; thence N 32 degrees 06 minutes 01 seconds West 80.20 feet; thence N 69 degrees 14 minutes 39 seconds West 109.71 feet; thence N 59 degrees 23 minutes 42 seconds West 235.50 feet; thence N 86 degrees 28 minutes 17 seconds West 111.03 feet; thence N 61 degrees 46 minutes 17 seconds West 197.94 feet; thence N 75 degrees 55 minutes 55 seconds West 162.46 feet; thence S 70 degrees 27 minutes 40 seconds West 182.39 feet; thence S 69 degrees 54 minutes 37 seconds West 417.43 feet; thence S 82 degrees 47 minutes 34 seconds West 85.68 feet. It being understood that said right-of-way follows the existing soil road running from the Mt. Pisgah-Parmleysville Road to Tract I herein conveyed. Said Right-of-way being 15 feet in width as it extends over

"Attachment four of five attachments"



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Annex to Real Estate Mortgage

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**Mortgagors: Milton Roberts and Doris Roberts,
 husband and wife, Loan # 1024572800**

Mortgagee: Farm Credit Services of Mid-America, ACA

the land owned by the FIRST PARTY herein.

THERE IS also hereby conveyed all oil, gas and mineral rights as owned by the Grantor, Mary Elizabeth Miller Revocable Trust by deed dated the 5th., day of November, 1991, and recorded in the office of the Clerk of Wayne County Court in Deed Book 221 at page 573 including any and all interest that Mary E. Miller conveyed to the Mary Elizabeth Miller Revocable Trust in and to all of her rights to oil, gas and minerals that she owned at the time of the conveyance relating to an undivided two-thirds (2/3rds.) interest in and to all oil, gas and minerals rights as owned by Grantor, Mary E. Miller, deceased by Quitclaim Deed from 10-Tucky Farms & Stables, Inc., by deed dated November 5, 1984 and of record in deed book 192 at page 87 in the Wayne County Clerk's Office, in and under Parcel # 3, tracts Nos. I and II, and the grantors herein specifically convey all its right, title, and interest in any and all minerals, and oil and gas rights which it might have.

BEING A PART OF THE SAME land conveyed to Milton Roberts and his wife Doris Roberts, by the Mary Elizabeth Miller Revocable Trust, under trust agreement dated October 12, 1989, by its trust officer, Peoples and Union Bank, by deed dated the 30th day of June, 1995, now of record in the Wayne County Court Clerk's Office in Deed Book 244 at page 393.

W
DR



"Attachment five of five attachments"

DR

5. APPOINTMENT OF RECEIVER. Mortgagor acknowledges the propriety of, and consents to, upon application of Mortgagee, the appointment of a receiver for the Mortgaged Premises upon seven days notice in the event that any action is commenced involving the Mortgaged Premises or to foreclose this Mortgage.

6. CONDEMNATION. In the event of a public taking or condemnation respecting any part of the Mortgaged Premises by proper authority, any damages paid or award allowed shall, at the option of the Mortgagee, be applied first toward the satisfaction of the Mortgage.

7. ADVANCEMENTS BY MORTGAGEE. Mortgagee may, at its option, advance and pay all sums necessary to protect and preserve the Mortgaged Premises. All sums so advanced by the Mortgagee shall become a part of the indebtedness secured hereby and shall bear interest from the date or dates of payment at the default rate provided in the notes secured hereby. Such sums may include, but are not limited to, insurance premiums, taxes, assessments and liens which may be, or become, prior and senior to this Mortgage as a lien on the Mortgaged Premises, or any part thereof, and all costs, expenses and attorney's fees permitted by law incurred by the Mortgagee in respect of any and all legal or equitable proceedings which relate to this Mortgage or to the Mortgaged Premises.

EVENTS OF DEFAULT AND ACCELERATION. The occurrence of any of the following shall constitute a default under this Mortgage:


- A. Nonpayment or nonperformance of any of the obligations secured hereby or of any covenant under this Mortgage.
- B. Any warranty, representation or statement made or furnished to Mortgagee by, or on behalf of, Mortgagor in connection with this Mortgage or to induce Mortgagee to make any loan, advancement or other extension of credit to Mortgagor which is untrue or misleading in any material respect as of the date when made or furnished.
- C. Any substantial uninsured loss, theft, damage or destruction of the Mortgaged Premises, or the making of any levy, seizure or attachment against it.
- D. The death, dissolution or termination of existence of Mortgagor (except a technical dissolution which is cured within 30 days); or the insolvency or business failure of Mortgagor; or the admission by Mortgagor in writing of an inability to pay debts as they become due; or the appointment of a receiver or trustee for any part of the property of Mortgagor; or an assignment for the benefit of Mortgagor's creditors; or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Mortgagor or against any guarantor or surety for Mortgagor or any part of the obligations, secured hereby, or if the Mortgagor shall abandon the Mortgaged Premises.
- E. Default by Mortgagor in the payment of any indebtedness of Mortgagor for borrowed money, other than any of the obligations secured hereby or the acceleration of the maturity date of any such indebtedness of Mortgagor.
- F. Mortgagee's reasonably deeming any of the obligations secured hereby to be insecure for any other reason.

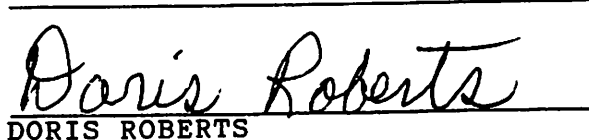
Upon any default, the entire indebtedness secured hereby shall become immediately due and payable at the option of the Mortgagee, without notice, and this Mortgage may be foreclosed accordingly. Upon such default and acceleration the Mortgagee may continue the abstract of title to the Mortgaged Premises, or obtain other appropriate title evidence, and may add the cost thereof to the principal balance due.

NONWAIVER: REMEDIES. Delay by the Mortgagee in the exercise of any of its rights hereunder shall not preclude the exercise thereof so long as the Mortgagor is in default hereunder, and no failure of the Mortgagee to exercise any of its rights hereunder shall preclude the exercise thereof in the event of a subsequent default by the Mortgagor hereunder. The Mortgagee may enforce any one or more of its rights or remedies hereunder successively or concurrently.

IN GENERAL. The Mortgagee may extend the time for payment of the indebtedness, or reduce the payments thereon, or accept a renewal note or notes therefor, without consent of any junior lienholder, and without the consent of the Mortgagor if the Mortgagor has then parted with title to the Mortgaged Premises. No such extension, reduction or renewal shall affect the priority of this Mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of the Mortgagor to the Mortgagee. The titles of the paragraphs in this instrument are for convenience only, and do not limit the contents of such paragraphs. All rights and obligations hereunder shall extend to, and be binding upon, the several heirs, representatives, successors and assigns of the parties to this Mortgage. When applicable, use of the singular form of any word shall mean or apply to the plural, and masculine form shall mean and apply to the feminine or the neuter. Upon payment of all sums secured by this Mortgage, Mortgagee shall release this Mortgage without any charge paid to Mortgagee. Unless prohibited by applicable law, Mortgagor shall pay any actual recordation costs prescribed by law and payable to public officials for release of this Mortgage.

IN WITNESS WHEREOF, the Mortgagor has executed this Mortgage as of the day and year first above written.


MILTON ROBERTS


DORIS ROBERTS





488

George
Upchurch

Examined by
Dart

J. Minges

5th Dec.

1816

39^{1/2}

S-1-220

Examined

(395)

Isaac Shelby, Esq. Governor of the Commonwealth
 of Kentucky, To all to whom these presents shall
 come greeting: Know Ye, That by virtue and
 100 Acres in Consideration of a Certificate of 1058 granted
 Wayne Co. by the Circuit Court of Wayne in July 1813
 Examined by ^{surveyed} agreeably to the Act of Assembly for settling
 Darts and improving the vacant lands acquired
 by the Treaty of Tellico, there is granted by
 the said Commonwealth unto George
 Upchurch assigned of Joseph Minges a certain
 tract or parcel of Land, containing One
 hundred Acres by Survey bearing date the
 Twelfth day of October and thousand eight
 hundred and fourteen lying and being in the
 County of Wayne in the Tellico town as on
 the little South fork and bounded as followeth
 To wit, Beginning at Miles Tractens second
 Corner a White Oak running thence South
 Sixty two West one hundred and twenty poles
 to a Beech and White Oak ~~xxxxxx~~ thence

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to ^{the} Beech and White Oak ~~xxxxxx~~ thence
 South twelve ^{West} sixty poles to a large
 Walnut and Sugar tree thence South twenty
 West one hundred and sixty five poles to a
 stake lying on ^{the} ~~the~~ line thence to the
 Beginning with its appurtenances; To
 have and to hold the said Tract or parcel of
 Land with its appurtenances to the said
 George Ruppel and his heirs forever. In
 Witness Whereof the said Isaac Shelby Esq.
 Governor of the Commonwealth of Kentucky
 hath hereunto set his hand and caused the seal
 of the said Commonwealth to be affixed at
 Frankfort on the Twelfth day of April in
 the year of our Lord one thousand eight hundred
 & sixteen and of the Commonwealth the twenty
 fourth

By the Governor

Isaac Shelby

W. McHardin Secretary

LSF - WAYNE
CO, KY PROJECT

Envelope #1

Rec'd 8 NOV 1999

DOES ~~IT~~ Complete the ~~job~~?



Genealogical Tracker

Thank you for your recent inquiry. Each request for research IS important to me and I take each one seriously (however in the order in which they were received.) Currently my schedule reflects a week wait. If for some reason, you need a speedier reply, please let me know and I will try to re adjust to accomodate your needs.

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#2

Rec'd 12 NOV 1999

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- 14. () We do not lend any of our books or materials.
 - 15. () Due to the large volume of inquiries, we are unable to accept e-mail or fax requests.
 - 16. () I am sorry but when we refer to "copies" it means sheets of paper. The five items that you have requested are five different records. We do not have the County Court Order Grants here at the Library. You may obtain copies of them by writing to the Land Office at the above address. I am enclosing the George Upchurch material and I do wish you the best of luck in your future research. We hope that you will find this information helpful.

Kentucky Historical Society

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JACQUELINE

DAFFRON

MICHAEL ENTERPRISES

R. P. UPCHURCH

6 EAGLES WAY LANE

LAKE ST. LOUIS, MISSOURI 63367-2240

1 NOV 1999

JACQUELINE C. DAFFRON

815 N. MAIN STREET

MONTICELLO, KY 42633

Dear Jackie,

This is to acknowledge receipt of your letter of 6 OCT 1999 with the deeds you had collected at that date - Also to thank you for your notes which arrived 27 OCT 1999.

It seems I am always slow in getting back to you. This is not for lack of appreciation or interest but rather because I seem to always have several projects underway at the same time. In recent weeks we had to take time out for two trips to Wisconsin as regards my wife's brother - one to say goodbye as he lived out his last days with cancer and then for the funeral. Then we have had the details of keeping up with the harvest of corn and soybeans on 1200 acres and the joy of installing three graded waterways to help control erosion. Now we are going to squeeze in one more.

Then in the last few days we have been working on an issue of The Upchurch Bulletin. Along the way we have quite a lot of interactions with our children & grandchildren, etc, etc. It's all great fun but one does stay fully occupied. Pardon me for laying all these "excuses" on you but the idea is to let you know the LSF Project you are working on for us will be of ongoing interest to me - even if I proceed on a shaky basis. It & your name are being mentioned in the current issue of The Upchurch Bulletin - briefly.

The deeds you sent are most welcome and in due course I'll take time to study them in detail. I hope your look at deeds under Milton & Doris Roberts gives us some information on property descriptions. At some point I would like to learn if Milton or Doris have any interest whatsoever in tracing ownership of land on the LSF. Perhaps you already know the answer or could ask. If you think it best for me to ask I can write or call if you have an address or phone no.


Thanks for the photopage from the local history book.

You mentioned you had only monitored incoming purchases on the LSF for Upchurch and that details on subsequent purchases should be useful. I agree and hope you will send me copies of such purchases giving emphasis to purchase (or sales) prior to 1900. I suspect some mills might also be helpful. Even sales/purchases/mills relating to adjoining tracts might be helpful as they would sometimes establish a common boundary with Upchurch land. There are many ways we could dig into this but it is a matter of proceeding where we have the best hope for success with costs that are not excessive.

The situation on Otter Creek is of interest but for the most part that will have to be reserved for a later project.

Thanks for ordering the documents from the State Library.

Til later.

Sincerely yours
 Phil Upchurch

[ROBERT PHILIP UPCHURCH]

JACQUELINE

DAFFROW

REC'D
27 OCT
1999



GeneaLOGICAL Tracker

Thank you for your recent inquiry. Each request for research IS important to me and I take each one seriously (however in the order in which they were received.) Currently my schedule reflects a ___ week wait. If for some reason, you need a speedier reply, please let me know and I will try to re adjust to accomodate your needs.

Phil - let to copy & send are the 6 early court ordered land grants Plus the Tellio Grant for George in 1814. These are on microfilm at state library \$5.00 for in state request \$12.00 for out of state request so I've ordered it for you. Also lack 1 more attempt to find remainder of Milton Roberts 1000 Acres on h.S.F. When Tellio info comes I'll send all. Have a Good Wk! Jackie

JACQUELINE

DAFFRON

" your genea- logical helper"

JACQUELINE C. SEXTON
Post Office Box 641
Monticello, Kentucky 42633

REC'D
12 OCT 1999



Date: 6 October 1999

Inquiry: Upchurch

Phil-

I'm sending the deeds I've collected to date, you will be able to tell what I'm looking for. I plan to take another look at deeds under the name of Davis Roberts in the Little South Fork area to see if I can get you any more current deed descriptions of the area.

Also enclosed is a page copied from a local pictorial history book. The picture is of a Shadrack Upchurch, as an old man, wearing his civil war medals on the front of the coat. I don't know what this information does as to placing this man's age vs year but the name matched one of the names reoccurring in your Upchurch deeds.

Will write again
Jackie

750 time
650 copies
\$14.00

I've only monitored for you incoming - purchases of land in South Fork area by Upchurchs. Something I noticed in the ones I've passed over is; See how Coming in - to Wayne with land grants + subsequent purchases they took up a vast amount of land located on the Little South Fork - well there seems to be a WAVE in leaving

the Little South Fork area as well and buying land located on the waters of Otter Creek. At a different place in time the Upchurchs owned a VAST amount of property on the Otter Creek.

Jacqueline Coffey Daffron
315 N. Main Street
Monticello, Ky 42633

FAMILY PHOTOGRAPHS



SHADRACK ALLEN ' SHADE ' UPCHURCH
9/18/1844 - 12/4/1933

Was a soldier in the Union Army, Co. 1, 30th Ky. Regiment
At the time of the Battle Of Mill Springs, he was a Cpl. 5
and a mounted guard for General Burk. when General
Zollicoffer was killed.

- Sara Belle Upchurch



CHILDREN OF MOSES MARION AND AMERICA HUGHES UPCHURCH
Mose Upchurch, John Upchurch, Thomas Upchurch
Effie U. Cooper, Betty U. Troxel, Mary Arco Ramsey

- Sara Belle Upchurch



Belle Marsh Pogue, Martha Lee Marsh Turner, Neil Marsh Barrier
ABOUT 1910

- Sara Belle Upchurch

D
478

Commented that the same may be Recorded when upon the said
Deed together with the foregoing City and hath been duly
admitted to Record in my office given under my hand
this 19th day of Sept 1828

John Chrisman

Know all men by these presents that Nicholas Kenaton & Katy
Kenaton of the County of Jessup and State of Tennessee in
Consideration of the sum of one hundred and fifty dollars
lawful money paid to me by John Upchurch of the County
of Wayne and State of Kentucky the Receipt whereof I do
hereby acknowledge do hereby give Grant bargain sell and
Convey unto the said John Upchurch his heirs & assigns
forever a certain tract or parcel of land being and lying
in the County of Wayne & on the little South fork of
The said Cumberland River containing one hundred acres and
Upchurch Bounded as followeth (Viz) Beginning at penny cuff corner
two signature maps on the side of a Branch being a Conditiona
line made with James Smith then Boundary on said line
East one hundred and fifteen poles to the Corner Stake then
North Seventy Seven East one hundred and forty five poles
Penny cuff Corner a Stake thence with his line to the Beginning
to have and to hold the said Granted and Bargained
premises with the privileges & Appurtenances thereof to the
said John Upchurch his heirs & assigns to his and their use and
Behoof forever & I the said Nicholas Kenaton & Katy Kenaton
for myself my heirs & assigns Executors Administrators and
assigns do Covenant with the said John Upchurch his heirs
& assigns that I am Lawfully seized in fee of the said
premises that they are freed of all incumbrances that I
have Good Right to sell and Convey the same to the said
John Upchurch to hold as aforesaid and that I will
Warrant and defend the same to the said John Upchurch
his heirs & assigns forever against the lawful Claims
and demands of all persons In trespass whereof we
have hereunto set our hands and seals this 8th day of Sept
1828

Attest John Chrisman Clerk

Nicholas Kenaton


Commonwealth of Kentucky Wayne County Rowel

8th Sept 1828

I John Chrisman Clerk of the County Court for the County
aforesaid do certify that this deed from Nicholas Kenaton
John Upchurch was this day produced to me in my office by
said Grantor and acknowledged by the said Nicholas Kenaton
to be his act & deed and

27
E

Containing by Survey fifty acres Bearing date the
 fifteenth day of December 1822 lying and being in
 County of Wayne on the waters of Beans Creek and
 Bounded as follows toward Beginning on two, hickie
 Corner of Elshack Stockton & Shearers Primmy 17th
 Shearers line 154 poles to a Red oak and ash 130 &
 poles to a Stake N 63 E 78 poles to a post oak on a line of
 Shearers Thru N 30 W with said line 76 poles to the corner
 poplar thru with Shearers to the Beginning to hold and
 have the said tract or parcel of land with every of its
 appurtenances and every of its improvements of every
 kind to said John G. Frost & his heirs or assigns forever
 and the said Lewis Cittraps for himself Executors Admin
 the said land and premises unto the said John G. Frost
 his Executors and Administrators shall warrant and fore
 defend against the claims of himself his heirs and of
 the claims or claims of every other person or persons claim
 by or under their title in witness whereof
 the said Lewis Cittraps for himself his heirs Executors
 and assigns hath hereunto set my hand and ap
 proved my seal the day and date first above written

Lewis Cittraps 

Commonwealth of Kentucky Wayne County lower
 25th March 1829

I William Simpson DC of the County Court for the
 County of aforesaid do certify that this deed from
 Lewis Cittraps to John G. Frost was this day produced
 to me in my office by the said Grantor and acknowledged
 by the said Lewis Cittraps to be his act and Deed
 whereupon the said Deed together with the foregoing
 certificate hath been duly admitted to Record in my
 office given under my hand this 26th of
 March 1829

William Simpson DC

50

21

Know all men by these presents that I Corri
 B. Straws of the County of Wayne and State of Ken
 in consideration of the sum of Eighty Dollars
 money paid to me by Shadrick

Give Grant Bargain sell & convey unto Silas (p) church
 his heirs and assigns forever a certain tract or parcel
 of land being and lying in the County of Wayne
 and on the middle fork of the little South fork of
 Cumberland River containing forty acres and
 bounded as follows to wit Beginning at a stake
 forty poles from the Beginning of a fifty acre
 Survey made by said Butram Running thence
 N 45 E 20 poles to a sugar tree N 60 E 40 poles
 to an oak S 50 E 18 poles to a Birch S 45 W 130
 poles to a stake Thence to the Beginning to have
 and to hold the said Granted and Bargained premises
 with the privileges and appurtenances thereof
 to the said Silas (p) church his heirs and assigns
 to his and their use and behoof forever and
 I the said Cornelius Butram for myself my
 heirs Executors and Administrators do Covenant
 with the said Silas (p) church his heirs and
 assigns that I am lawfully seized in fee of
 the premises that I have good and lawful right
 to sell and convey the same to the said Silas
 (p) church to hold as aforesaid and that I will
 warrant and defend the same to the said Silas
 (p) church his heirs & assigns forever against
 the law full claims and demands of all persons

William Butram
 William Butram

Cornelius Butram (Seal)

Commonwealth of Kentucky, Wayne County
 23 March 1829
 I John Christian Bluck of the County Court for
 the County of said do certify that this Deed from
 Cornelius Butram to Silas (p) church was this
 day proven before me in my office by William
 Butram & William Butram for the two subscribing
 witnesses thereto in their proper persons to be the
 act and Deed of Cornelius Butram Whereupon
 the said Deed together with the foregoing Certificate
 hath been duly admitted to Record in my office
 and in due form here this 26th of March 1829

Rufel Shaematon to his act and Deed and the said Elizabeth
Shaematon being examined by me privately and apart from the
said husband declared that she did freely and willingly seal
and deliver the said Writing and wishes not to retract it
and acknowledged the said Writing again shown and
explained to her to be her act and Deed and consents
that the same may be Recorded whereupon the said Deed
together with the foregoing Certificate hath been duly admitted
to Record in the Clarks office given under my hand
this 29th day of September 1829 & 35th year of the
Commonwealth

William Simpson C. C. C.

Know all men by these presents

that I Miles Kerton and Rebecca Kerton of the County of Wayne
and State of Kentucky in consideration of the sum of five hundred
dollars lawful money paid to me by Thomas Upchurch of the same
and State aforesaid the Receipt whereof I do hereby acknowledge
do hereby give Grant Bargain Sell and Convey unto the said
Thomas Upchurch his heirs & assigns forever a certain tract or
parcel of Land containing one hundred acres lying
being in the County of Wayne near the head of the little
South fork and bounded as followeth to wit Beginning
Kornatons line at two Sugar trees Running thence S 5
W 08 poles to a white oak Thence S 65 W 2 poles to an
Iron weed an a continuation line made with Thomas
Pallow Thence S 35 E 100 poles to a Stake Thence S 55 E 60
poles to a Stake Thence N 28 E 200 poles to a large Spanish
oak Thence to the Beginning including the improvements, I have
and to hold the said granted and Bargained premises with
the privileges and appurtenances thereof to the said Thomas
Upchurch to his heirs and assigns forever and
I the said Miles Kerton and Rebecca Kerton for myself and
heirs Executors and Administrators do covenant with the
said Thomas Upchurch his heirs and assigns that I own Lawful
title in fee of the premises that they are free of all incum-
brances that I have good Right to Sell and convey the same
to the said Thomas Upchurch to hold as aforesaid and
that I will warrant and defend the same to the said
Thomas Upchurch his heirs and assigns forever against the
Lawful claims and demands of all persons in
Whomsoever we have hereto set our hands and seals
this 10th day of March 1829

Miles Kerton Seal

84
Kerton
Upchurch

Commonwealth of Kentucky Allegany County 12th March 1829
I John Christman Clerk of the County Court for the County aforesaid
do hereby certify that this Deed from Allen Keeton to Thomas Hunter
was this day produced to me in my office by the said grantor and
acknowledged by the said Allen Keeton to be his act and deed -
Whereupon the said Deed together with the foregoing certificate
hath been duly admitted to Record in my office given
in my hand this 12th day of September 1829 & 38th year
of the Commonwealth

John Christman Clerk

This Indenture of Bargain and Sale made and entered into this 26th day of
in the year 1829 between Thomas Hunter of the County of Putnam State of Ken-
tucky of the one part & Judith Hunter of the County of Wayne & State of
Kentucky of the other part Witnesseth that I the said Thomas Hunter
(for and in consideration of the sum of Seventy dollars to me here paid)
have granted sold alienated and conveyed unto Judith Hunter a certain tract
parcell of Land lying and being in the County of Wayne and State of Ky
in the Elk Spring Valley containing by Survey 138 Acres (that is to
say) Thomas Hunter sell my part and interest in unto said Land bounded
follows to wit Beginning at a large white oak sugar tree white walnut
Oak thence S 89 E 153 Poles crossing a branch to two sugar trees and a small
Wickery thence N 70 E 153 poles to an elm sugar tree and Black Walnut on
side of a Ridge then N 29 W 153 poles down said Ridge and crossing a
Branch to an ash & Dogwood S 10 E 155 poles to the Beginning to have and
hold for ever and I the said Thomas Hunter by these presents warrant
Repeal my right title and Interest in and to said Land against myself
my Heirs &c for ever unto the said Judith Hunter her heirs &c for ever
against the claim of myself heirs &c and against the of all and every
or persons whatsoever unto the said Judith and her heirs &c for ever
Testimony whereof I have hereunto set my hand and seal this 26th day of
written

Thomas Hunter
his
marks

Hunter
to
Judith
Hunter
No 80

Commonwealth of Kentucky Wayne County 25th of Oct 1829
I John Christman clerk of the County Court for the County aforesaid
do hereby certify that this Deed from Thomas Hunter to Judith Hunter
was this day produced to me in my office by the said grantor and
acknowledged by the said Thomas Hunter to be his act and deed whereupon
the said Deed together with the foregoing certificate hath been duly
mitted to Record in my office given ~~and~~ under my hand this 25th day of Oct
& 38th year of the Commonwealth

John Christman Clerk

394
1830
938
Kenton
Upchurch

Kentucky Wayne County

Know all men by these presents that I James Kenton of said State and County for and in Consideration of the sum of Sixty Dollars paid to me by Silas Upchurch of said State and County after the Receipt whereof I do hereby acknowledge do hereby give grant bargain sell and convey unto the said Silas Upchurch his heirs and assigns forever all that tract or parcel of land situated lying and being in Kentucky State Wayne County in the back of the town of Park containing fifty acres bounded as follows to wit Beginning at a poplar wood heap at the foot of a ridge thence along the same South two West forty two poles to a corner and South thirty one West Eighty poles to a heap on the north side of a branch thence crossing said branch South Sixty one & Sixty poles to two Cypress and a Log cut and a small heap in a hollow thence North forty East one hundred and Seventy Eight to a stake at the edge thence North Sixty four West ninety four poles to the Beginning The Grant bearing date on this Thirteenth day of August one thousand Eight hundred and Sixty Six to have and to have the said granted premises bounded and Bounded premises with the privileges and appurtenances thereof to the said Silas Upchurch his heirs to his and their heirs and assigns forever and the said James Kenton for myself my heirs Executors and Administrators do Command with the said Silas Upchurch his heirs and assigns that I am lawfully seized in fee of the premises that they are free of all incumbrances that I have good right to sell and convey the same to the said Silas Upchurch to hold as aforesaid and that I will warrant and defend the sd to the said Silas Upchurch his heirs and assigns forever against the lawful claims and demands of all persons in Whomsoever I have hereto set my hand and affixed my Seal this thirteenth day of August one thousand Eight hundred and thirty

Attest
James Kenton
Moses Lacey

James Kenton

Witness my hand and Seal of the County Court for the County of Wayne Kentucky this 26th day of October 1830
I John Chism Clerk of the County Court for the County of Wayne Kentucky do hereby certify that this deed from James Kenton to Silas Upchurch was this day proved before me in my office by the oath of James Kenton & Moses Lacey the two subscribing Attorneys thereto in their proper persons to be together with the foregoing Certificate hath been duly admitted to Record in my office this 6th day of December 1830
J. C.

27
F

Now by poles to the beginning to have and to hold the said tract or parcel of land with its appurtenances unto the said James Ingram and his heirs forever and the said James & Wife for themselves their heirs &c. do agree with the said Ingram that they their heirs and assigns forever defend the said land and appurtenances unto said Ingram & his heirs forever against the claim or claims of all and every person or persons whatsoever in testimony whereof the said James and Wife have hereunto set their hands and seals the date first above written

John Sumner Seal

James Ingram Seal

It is to be distinctly understood as a Condition to the foregoing conveyance that if the said John Sumner shall die and truly convey unto James Ingram the sum above mentioned of \$1000 29 cents within 12 months from this date then the foregoing conveyance is to be of void effect and held for naught otherwise to stand of good effect and permanent in Law in Confirmation of this agreement the parties hereunto set their hands and seals this 10th day of February 1802

John Sumner Seal
James Ingram Seal

Commonwealth of Kentucky Wayne County Sep
The foregoing Mortgage from John Sumner to James Ingram was on the 10th day of February 1802 produced to me in my office by the said Sumner and acknowledged by the said John Sumner to be his act & deed for the purposes therein mentioned given under my hand this 10th day of February 1802
John Sumner Clerk

Kentucky State Wayne County
Known and given by these presents that the Thomas Epchurch and Elias Epchurch of John Epchurch & Jacob Epchurch & the William and Keeling Williams of the County & State aforesaid do hereby give grant bargain and convey unto the said Epchurch of the County and State aforesaid their heirs &c. forever all that tract or parcel of land situated lying and being in the County of Wayne Kentucky State on the little South side of Cumberland River containing 100 Acres, which is bounded as follows to wit beginning at Miles Kectors second corner a white Oak running thence S 62° 00' 00" E to a white

Epchurch
& others
to the
Epchurch
1802

to a Birch and White Oak thence $\frac{1}{2}$ mile to a large Walnut
 and sugar tree thence South 60 East the poles to a stake binding on
 Keelons line thence to the beginning the Grant bearing date the 12th
 day of October 1824 to have and to hold the said granted premises
 granted and Bargained premises with the privilege of appurtenances
 thereof to the said Chadwick Upchurch his heirs & assigns to them their
 heirs use & behoof forever & the said Thomas Upchurch and Moses Upchurch
 & John Upchurch of Co. Upchurch & Joseph Upchurch of Keeling (Missouri)
 for ourselves our heirs Executors Administrators do Covenant with the
 said Chadwick Upchurch his heirs & assigns that we are lawfully seized
 in fee of the premises that there are no all incumbrances that we
 have good title to sell and convey the same to the said Chadwick Upchurch
 to hold as aforesaid that we will warrant & defend the same to the
 said Chadwick Upchurch his heirs & assigns forever against the lawful claims
 and demands of all persons in which thereof we have heretofore set our
 hands & seals this 18th day of August 1831.

Attest
 Moses Upchurch
 (Mortg)

Septima his Distress
 Keeling his wife
 Moses Upchurch
 John Upchurch
 Joseph Upchurch
 Co. Upchurch

Commonwealth of Kentucky Wayne County

The foregoing deed from Septima Distress Keeling William Upchurch
 Upchurch John Upchurch Thomas Upchurch & Joseph Upchurch to
 Chadwick Upchurch was on the 11th day of February 1832 produced to me
 in my office and proven by the oath of Moses Upchurch the subscribing
 witness that in his proper person to be the act of the said Septima
 Distress Keeling William Upchurch John Upchurch Thomas
 Upchurch & Joseph Upchurch — whereupon the same hath been duly recorded
 given under my hand this 20th day of February 1832 of 20th year of
 the Commonwealth

John Christian Clerk

So 22
 William, Dep
 To
 Smith

This Indenture of Bargain and Sale made and entered into this
 15th day of February 1832 between Sherrod Williams of some Williams his
 wife of the County of Wayne and State of Kentucky, of the One part and
 Robert M Smith of the County and State aforesaid of the Other part —
 Witnesseth that the said Sherrod Williams and said his wife have for and
 in consideration of the sum of six hundred and seventy Dollars to
 them in hand paid the Receipt whereof is hereby acknowledged hath
 bargained sold alienated and conveyed with to the said Robert M Smith

330
F

W 120 poles to a dogwood & 110 & 37 poles to a stake, & 120 poles to a white oak and sugar tree, & 40 & 174 poles to the Beginning. It being the same tract or parcel of land sold to the said John Blanton by Thos Jones by deed bearing date the 19th Sept 1833 of Record in the Clerk's office of the Wayne County. Let us have and to hold the land aforesaid together with its appurtenances unto the said John Upchurch his heirs and assigns forever - hereby warranting and defending the land and appurtenances up unto the said Upchurch his heirs and assigns against the claims or claims of him the S^r Blanton, as well as against the claims or claims of all and every other person or persons whomsoever.

In Testimony whereof the said John Blanton hath hereunto subscribed his name and affixed his seal the date above written -
John ^{his} Blanton (Seal)
Mark

Witness my hand
Wayne County, Ga

The foregoing deed from John Blanton to John Upchurch was on the 18th day of August 1834 a deed before Mr. J. S. Blanton to be his act and deed - and duly acknowledged upon the same hath been duly recorded -
Given under my hand this 13th Sept 1834
W. Simpson etc

Upchurch
to Sarah
Upchurch

Know all men by these presents that I John Upchurch and Sarah Upchurch of the County of Wayne and State of Kentucky in consideration of the sum of \$150 lawful money paid to me by the said Shadrach Upchurch of the County of Wayne and State of Kentucky the Receipt whereof I do hereby acknowledge do hereby give grant bargain sell and convey unto the said Shadrach Upchurch his heirs and assigns forever a certain tract or parcel of land being lying in the County of Wayne and on the little south Fork of the River containing One hundred acres and bounded as follows viz Beginning at Ferry Cuffs corner two sugar trees maple on the side of a Branch being a conditional line made with James Smith then binding on S^r line & 110 poles to the corner fence, thence N 77 & 140 poles to Ferry Cuffs corner a stake thence with his line to the Beginning - To have and to hold the said granted and bargained premises with the privileges and appurtenances thereof to the said Shadrach Upchurch his heirs and assigns to his & their use behoof forever - And I the said John Upchurch and Sarah Upchurch for ourselves, our heirs, Executors Administrators and assigns do covenant with the said Shadrach Upchurch his heirs and assigns that we are lawfully seized in fee of the premises, that they are free of all incumbrances, that I have good right to sell and convey the same to the said Shadrach Upchurch to hold as aforesaid, and that I will warrant and defend the same to the said Shadrach Upchurch his heirs and assigns forever against the lawful claims or demands of all and every person -

331.
F

In Witness whereof, We have hereunto set our hands and seals this 18th day of August 1834

John ^{his} Upchurch *Seal*
Sarah ^{her} ^{marks} Upchurch *Seal*

Kentucky, Wayne county, Feb

The foregoing Recd from John Upchurch to Shadrack Upchurch was on the 18th day of Aug. 1834, acknowledged before me by John Upchurch to be his act and deed. Whereupon the same hath been duly Recorded - Given under My hand this 14th Sept. 1834 -

Wm Simpson *Clk*

Miller & Family
to be seen

This Indenture of bargain and Sale made and entered into this 16th day of June 1834 between George Miller and Mary Miller his wife of the one part - and John Family of the other part - both of the county of Wayne and State of Kentucky - Witnesseth that s^r George Miller and Mary Miller his wife for and in consideration of the sum of \$500. to us in hand paid the Receipt whereof is hereby acknowledged, have sold and conveyed and conveyed unto the said Family, and by their presents do bargain sell indent convey and confirm unto the said Family a certain tract or parcel of land lying and being in the county of Wayne and State aforesaid on the N.W. corner of Beaver Creek and containing by survey fifty acres and to the same more or less, and bounded as follows to wit Beginning at a Sugar tree and Ash on the line of Isaac Summers 78 and survey running S 40th W with the line of George W. Green 85 poles to a white oak and Walnut on John Calhouns line S 8th W binding on said line and passing this corner at 20 poles in all 60 poles to two Sugar trees on Richard Summers' line S 88th E with said line 39 poles to a stake on said line, S 40th E field with Summers' line 100 poles to a Stake on said line, E 66 poles to a hickory corner to Isaac Summers 78 and survey N 20th West binding on the line of s^r Survey 54 poles to the corner - proplaw, S 70th W field with s^r line 60 poles to a buckeye corner to s^r Survey, N 40th W 20 to the Beginning - With its appertinances To have and to hold forever, And the George Miller and Mary his wife do by their presents warrant and defend the title of said land unto the said John Family and his heirs and assigns forever - against the claim of ourselves our heirs and assigns, the claim of all and every person whatever - In Testimony whereof We have hereunto set our hands and seals this 26th day of June 1834 -

George ^{his} Miller
Mary ^{her} Miller

20.
G

was on the 24th day of December 1835 produced to me in my
office by Eric Moreland and admod of Reed: And said Miss
Davis being examined by me separate and apart from her said
husband declared that she did freely and willingly seal and
deliver Eric Alsting and wishes not to retract it and acknowl-
edge the same again shown and explained to her to be her act
and deed: and consenteth that the same may be recorded:
Whereupon Eric dees together with this, and the Certificate attached
thereto hath been duly recorded herein under my hand this 11th
day of May 1836. William Simpson Clerk

This Indenture made and entered into this 28th of November 1835
between Schoida Marsh of the one part, and Moses Upchurch of the
other, all of the county of Wayne and State of Kentucky, blmepith.
Schoida Marsh have this day bargained and sold alienated and
conveyed unto the said Upchurch for and in consideration of the sum of
One hundred and twenty five dollars, to me in hand paid by the said
Upchurch a certain tract or parcel of land lying and being in the
county of Wayne and State of Kentucky, containing 50 acs more or
less and bounded as follows viz: Beginning on a Sugar tree and
dogwood on a Hill side, running N 35 W 38 poles to a white oak,
N 35 E 58 poles to a white oak, N 35 E 58 poles to a white oak,
S 85 E 86 poles to a beech Sugar tree. S 10 E 65 poles to a beech, thence
S 86 W 116 poles to the beginning - with its appurtenances, To have &
to hold unto the said Upchurch forever, and I do warrant & defend
the title to the foregoing land forever; In Testimony whereof I have
hereunto set my hand and affixed my seal the day and date
above mentioned Schoida Marsh

No 24.
Marsh
Upchurch
50 acs

Kentucky. Wayne County. Wt.
I W^m Simpson clerk of the Wayne County Court do certify that the
foregoing deed from Schoida Marsh to Moses Upchurch was on the 28th
day of November 1835, acknowledged before me by Eric Schoida Marsh
to be his act and deed. Whereupon the same hath been duly
Recorded this 11th day of ^{May} December 1836. W^m Simpson Clerk

This Indenture made and entered into this 11th day of Decemr
1835, between William Gillispie and Mary C. Gillispie his wife,
and John Gillispie his and legal representatives of James Gillispie
deceased of the County of Wayne and State of Kentucky of the one part
and James Cowan and Robert Gillispie of the County and State aforesaid,
of the other part. Witnesseth that the S^r W^m Gillispie & Mary C. Gillispie

J
99

Whatsaever may be intestimony whereof the said James Ramsey have herto subscribed his name and for his seal this day and date above writing

James ^{his} Ramsey ^{Ed}
mark

Commonwealth of Kentucky Wayne County
I William Simpson clerk of the County Court for the County afo. do Certify that this Deed of Conveyance from James W Ramsey to Robert Smith was on the 10th day of February 1843 acknowledged before me by the said Ramsey to be his act and Deed. Whereupon the same together with this Certificate has been duly Recorded in my office Given under my hand this 10th day of July 1843

W. Simpson clk

Williams
to 3 R
Wpchurch

Know all men By these presents that I Heland Williams of the State of Kentucky, Wayne County for and in consideration of the sum of one hundred and fifteen dollars to me in hand paid By Hiram Wpchurch of the same County and State the receipt is hereby acknowledged I do give grant and Convey unto the said Hiram Wpchurch and his heirs forever a certain tract or parcel of land containing fifty acres lying in the County and State aforesaid on the little South fork of Cumberland River and bounded as follows To wit Beginning at a Beech Sugartree and walnut Running S 50 E Binding on Saseysh Minges line 66 poles to the corner a white oak S 15 E 52 poles to an Elm East 32 to Elm and ash S 30 E 13 poles to a white oak N 45 W 30 ^{poles} to an ash 180 W 20 poles to a Sugartree S 80 W 100 poles to a Stake then to the Beginning to have and to hold the above named tract of land with all the privileges of the same to the said Hiram Wpchurch and his heirs forever and I the said Heland Williams do Covenant with Hiram Wpchurch By these presents that the premises above mentioned are free from all charges and Cumberance what soever and I will forever and at all times warrant and defend the above mentioned premises unto

100
the said Heiram Hyschurch against the lawful claims
of all others claiming any just Right title or interest
of the same I do hereby warrant and defend By
these presents In testimony I have set my hand
and seal February 25th 1843

Archibald Dishamars

Keeland ^{his} Williams
mark

Commonwealth of Kentucky Wayne County let
I William Simpson clerk of the County
Court for the County aforesaid do certify that this Deed
of Conveyance from Keeland Williams to Heiram
Hyschurch was on the 24th day of April 1843 Acknow-
ledged before me by the said Williams to be his
act and Deeds whereupon the same together with
this Certificate has been duly recorded in my office
Given under my hand this 11th day of July
1843

Wm Simpson clk

Thompson
to
Dodson
March the 23rd 1843 Kentucky State Wayne County
This Indenture made and entered into between
Green Berry Thompson of the one part and Polly
Dodson of the other part both of the County of
Wayne and State aforesaid the said G Thompson for the
sum of \$40 dollars & 18 cents in hand paid have
Bargained and sold a certain tract or parcel of
land containing one hundred acres by Survey bearing
date 23rd of February 1839 it lying and being in
the County of Wayne and State aforesaid and on the
waters of Big sinking creek and bounded as fall
ows to wit Beginning on ash and two dogwoods Run-
ning S70 West 150 poles to a hickory thence S40 West 60
poles to a gum thence N55 West 24 poles to a poplar
thence N35 East 60 poles to a poplar and cherry tree
thence N40 West 60 poles to a double pin oak thence
due North 20 poles to a cedar thence N40 E 132 poles to
a stake thence S35 East 170 poles to the Beginning with
its appertinances to have and to hold the said tract
or parcel of land forever to which Bargain & the
sa Thompson bind myself and my heirs and
assigns and administrators unto him and his heirs
to warrant and forever defend the said tract or pa-
rcel of land from all persons whatever may

1853 all and every person or persons whatsoever, doth and will forever
stand and defend, by these presents
The testimony whereof the said Daniel Cooper hath hereunto
set his hand and seal the day and date first above written
Signed Seal and delivered
in the presence of
William A. Moore
Thomas Baker

Daniel Cooper (Seal)

State of Kentucky Delaware County

of William Simpson, Clerk of the Delaware County
Court do Certify that the deed of Conveyance from Daniel
Cooper to the Shells No Cooper's relation the 17th day of
February 1851 shown in full by the Acts of Legislature
of Cooper and Thomas Baker the two subscribing
witnesses thereto in their proper persons to be done at
and read of the said Daniel Cooper - Whereupon the
said deed together with this Certificate has been
duly recorded in my office
This I have done in my hand this 13th day of
February 1851

W. Simpson, Clerk

Articles (Third Indenture) made this 23rd day of February in the
18th year of A.D. 1849 between James Crabtree of the County
of Wayne and State of Kentucky of the one part, and
Thomas Apolunch of the County and State aforesaid,
witnesseth that the said James Crabtree for and in
consideration of the sum of eleven dollars to him in
hand paid, by the said Thomas Apolunch before the
enjoying and delivery of these presents the receipt whereof
is hereby acknowledged, hath granted, bargained and sold
and by these presents do grant bargain and sell a
certain tract or amount of land, lying and being in
the County of Wayne and the State of the said State
forth containing fifty acres and bounded as follows
viz. Beginning on a white oak, and going in
a line of Thomas Apolunch's land, thence N 40° W 89
paces to a Sugar tree, thence to a Spruce oak, E 33
to the pole to the chimney rock N 46° 18' 0 paces to a stake
on a line of Spencer Edmunds' land thence to the beginning
to have and to hold the aforesaid tract of land unto
the said Thomas Apolunch, with the appurtenances
to have and to hold the said tract with all and
singular the appurtenances hereunto belonging
to the said Thomas Apolunch and his heirs forever,

204 That he the said James Crabbie and his heirs do and
 with warrant and force defend the title to the said tract
 or parcel of land free from the claim or claimant of himself
 his heirs or either of his heirs and also from the claim or
 claimant of all and every other person or persons whatsoever
 And witness whereof I have hereunto set my hand and
 seal the day and date first above written

Attest

John W. Marion
 Washington County

James + Crabbie

State of Kentucky of Wayne County

I John A. Sheppard, Deputy Clerk for William Simpson
 Clerk of the Wayne County Court do certify that this deed of
 Conveyance from James Crabbie to Thomas Appleback
 was on the 27th day of January 1851 Properly full
 before the oath of John W. Marion and Washington County
 the two subscribing witnesses present in their proper
 persons to be the Deed and of the said James Crabbie
 Whereupon the said deed together with this Certificate
 has been duly recorded in my office
 Given under my hand this 28th day of February 1851

John A. Sheppard, Deput
 W. Simpson, Clerk

Witness This Indenture made this 20th day of January in
 the year of our Lord, one thousand eight hundred and
 fifty one, between John A. Wilson, of the County of Wayne
 Dabney of Kentucky, of the one part, and William Dabney
 of said County and State of Ohio said, of the other part;
 Witnesseth that we the said John A. Wilson, and
 his wife Nancy for and in consideration of ^{the sum of} thirty dollars
 to them in hand paid by the said William Dabney
 the receipt whereof is hereby acknowledged have bargained
 and sold and by these presents do grant bargain and
 sell unto the said the aforesaid William Dabney a certain
 tract or parcel of land lying and being in the County aforesaid
 and State aforesaid and on the Waters of Otter Creek containing
 of fifty acres by survey and bounded as follows to wit
 Beginning with a black Walnut and Sugar tree running
 East 30 poles to a poplar 16 to 76 poles to a white oak
 thence N 60 poles to a hick 21 to 16 poles to a
 Sugar tree S 20 to 40 poles to two Sugar trees 183 to 214
 poles to two Sasafras S 20 W 40 poles to a Stake S 83 W

Know all men by these present that I Roswell Marsh
 of the State of Kentucky and County of Wayne for and
 So ⁱⁿ consideration of the Sum of Ten Dollars paid to me
 by Thomas Upchurch of the County and State aforesaid
 Upchurch the Receipt whereof I do hereby acknowledge do
 hereby give grant bargain sell and Convey unto
 M the Said Thomas Upchurch his Heirs and assigns
 forever a Certain Tract or parcel of Land Containing
 fifty acres by Survey lying and being in the County
 and State aforesaid on the head of the little South fork
 of Cumberland River and bounded as follows to wit
 Beginning at a Hickory just above the Head of a Spring
 running S 18 West 40 poles to a Chestnut and dogwood
 N 83 West 71 poles to a Black Oak and Gum N 4 East
 30 poles to a Small Noble hlogwood N 31 West 20 poles
 to a Gum and Chestnut Oak N 15 East 100 poles to a
 Stake S 31 East 130 poles to the Beginning to have
 and to hold the aforesaid premises with the privi-
 ledges and appurtenances thereof to the Said Thomas
 Upchurch and his Heirs forever and I the Said
 Roswell Marsh for myself my Heirs and Executors
 and administrators and assigns do Covenant and
 agree with the Said Thomas Upchurch his Heirs
 and assigns that I am lawfully Seved in fee of
 the above premises that they are free from all
 incumbrances that I the Roswell Marsh have no
 right to sell and Convey the Same to the Thomas
 Upchurch and that I will warrant and defend
 the Same to the Thomas Upchurch and his Heirs
 forever against the lawful Claims of all persons
 In witness whereof I have hereunto Set my hand
 This 26th day of Sept: 1853

attest

Roswell ^{his} Marsh
 Mark

Thos. Upchurch

William Chriswell

Court of Kentucky Wayne County Court Sec

I Williguo Simpson Clerk of the
 Wayne County Court do Certify that this head of bargain
 from Roswell Marsh to Thomas Upchurch was on the
 28th Day of November 1853 proven before me by the Parties
 Thos. Upchurch and William Chriswell the two
 Subscribing witnesses thereto to be the act and
 deed of the Said Roswell Marsh - Whereupon the
 Same together with this Certificate has been duly recorded
 in my Office Given under my hand This 2nd day of
 June 1854

W. Simpson

N

County of... do certify that this Deed from Alfred B. Johnson and
Mauda his wife, unto Peter Edwards was on the 24th day of September
1856 produced to me in my office by the Parties and was acknowledged
by the said Parties to be their act and deed, where upon it is returned
with this Certificate has been duly admitted to record.

Given under my hand this 13th day of April 1857.

William Simpson Clerk
J. O. Johnson

Ordeal &
wife
of
Mpechuck

This Indenture of bargain and sale made and entered into this 26th
day of September in the year 1840 between Edmund Ordeal and Sally
Ordeal of the County of Wayne and State of Kentucky of the one part
and Thomas Mpechuck of the County and State aforesaid of the other
part. Witnesseth that the said Edmund Ordeal and Sally Ordeal for
a consideration of the sum of Twenty dollars to them in hand paid
by the said Thomas Mpechuck the receipt of which is here by acknowl-
ged, have granted, bargained and sold, a certain tract or parcels of land
containing fifty acres the same being more or less by a survey bearing
date the 18th day of June in the year 1833 the same being lying &
being in the County of Wayne and State aforesaid on the waters
of the Little South fork of the Cumberland River, and bounded
as follows, To wit: Beginning on a Sugar tree in a hollow
running thence N 7 E 57 poles to a small Sugar tree, N 37 E 140 poles
to a Sugar tree and white N 82 E 33 poles to two small Sapoags
N 46 E 31 poles to a Roquere, N 19 W 96 poles to a Stake, S 41 W,
206 poles to a Stake, South 20 poles to the Beginning, with its appur-
-ances to have and to hold unto the said tract or parcels of land with
its appurtenances unto the said Thomas Mpechuck and his heirs forever
and the said Edmund Ordeal for him self, his heirs, Executors or
assigns do Covenant and agree to, with the said Thomas Mpechuck
his heirs, or assigns and that they will warrant and forever defende
the said tract or parcels of land, with its appurtenances unto
the said Thomas Mpechuck and his heirs forever, against the Claims
or Claims of them the said Edmund Ordeal as well as against the
Claims or Claims of all and every other person or persons whatsoever
maybe. In testimony whereof I the said Edmund Ordeal have here to
Subscribed his name and fixed his seal, this day and date above written.

Attest witnesses,
Archibald Richman
Pecutan Hunt

Edmund Ordeal
Sally Ordeal

State of Kentucky, Wayne County Court - S. S.
I William Simpson Clerk of the Court - Court
for the County of... do certify that this Deed from Edmund Ordeal
and Sally his wife, to Thomas Mpechuck was on 26th day of
March 1841, produced to me in my office by the Parties and

and was proven in part by the oath of Archibald Fishman one of the subscribers witnesses thereto, to be the act and deed of the said Edward Neal and Sally his wife, when upon the same, been duly recorded in my office. Given under my hand this 13th day of August 1857.

W. Santofna P.C.
for William Simpson etc
By B. C. Roberts D.C.

Upchurch
Wife
Co of Dea
Upchurch

This indenture made and entered into this the 27th day of March 1857. Between George W. Upchurch and Mary Ann his wife of the first part and Joseph Upchurch of the second part - all of the County of Wayne and State of Kentucky. Intendeth that the said George W. Upchurch and Mary Ann his wife for and in consideration of the sum of Three hundred Dollars in hand paid by the said Joseph Upchurch the receipt whereof is hereby acknowledged, hath this day bargained and sold unto the said Joseph Upchurch a certain tract or parcel of land containing two hundred and forty four acres, be the same more or less, lying on the head waters of Bearcreek and bounded as follows viz. Beginning on a

White Oak standing in the end of a Lane a Corner between John W. Marion, and with dividing lines N 62° W. 50 poles to a Poplar, S 79° W. 38 poles to a Hickory and Poplar, N 85° W. 28 poles to a Gum, S 12° W. 230 poles to a Stake, S 28° W. 52 poles to a Gum a second Corner to a 50 acre entry made by said George W. Upchurch in the year 1848, and with lines thereof, S 45° W. 15 poles to a White Oak, S 40° E 38 poles to a White Oak, S 6° W. 20 poles to a Birch and Poplar, S 55° E 60 poles to a Birch, S 5° W. 14 poles to an Ash and Poplar, S 37° E 54 poles to a Black Oak & Pine, N 52° E 60 poles to a Chestnut and Hickory, N 10° W. 46 poles to a Pine, N 16° E 48 poles to a Chestnut Oak, N 30° E 38 poles to two Chestnut Oaks & Hickory, S 55° E 39 poles to a White Oak on the top of a Ridge, N 66° E 60 poles to a Chestnut Oak a Corner to William Upchurch's Land and with the same N 15° W. 20 poles to a Gum, N 40 poles to a Chestnut N 35° W. 120 poles to a White Oak, Maple and Gum, N 15° W. 80 poles to the Beginning.

It have and to hold the above tract or parcel of land, unto the said Joseph Upchurch and his heirs forever with appertinances therunto belonging. And we George W. Upchurch and Mary Ann his wife do warrant and forever defend the title of the above tract unto the said Joseph Upchurch and his heirs forever, against the lawful claim or claims of all and every person whomsoever. And witness whereof we have hereunto set our hands and seals, this and delivered in the presence of Attest. John W. Marion
George W. Upchurch
Mary Ann Upchurch

from Edward Rouse to S. J. Mason is truly Copied from the Records (now on file) in my Office.

In Testimony whereof I have hereunto signed my hand and affixed the seal of the Court of Appeals, this 16th day Of May A.D. 1859.

R. R. Revill C. C. J.
By R. P. Collins D. C.

State of Kentucky
Pulaski County

I, James N. Alcorn, Clerk of the County Court in and for the County and State aforesaid, do Certify that the foregoing Deed of Conveyance from Edward Rouse to S. J. Mason was on the first day of June 1859, produced to me in my Office for record, with Certificate of Authentication thereon indorsed, whereupon said Deed together with the foregoing Certificate and this Certificate hath been duly recorded in my Office
Given under my hand, this 3rd day of June 1859.

Att. J. N. Alcorn Clerk

State of Kentucky Wayne County

I, B. E. Roberts Deputy Clerk for Wm Simpson Clerk of the County Court in and for said County of Wayne do Certify that the above and foregoing Deed of Conveyance from Edward Rouse to S. J. Mason was on the 6th day of June 1859 received by mail by me and filed for record in my Office whereupon the said Deed together with the foregoing Certificate and this Certificate have been duly admitted to Record.

4th day of July 1859.

Given under my hand this the 4th day of July 1859.
By B. E. Roberts D. C.

Three
Deed
hereof
In Consideration of Twenty five Dollars to me James Crabtree in hand paid by Wm Simpson the receipt of which I do hereby acknowledge, I do hereby sell and convey to him the said Wm Simpson a certain tract or parcel of Land lying and being in the County of Wayne and State of Kentucky on the waters of Little South Fork of Cumberland River and bounded as follows viz:

Beginning on a Run, thence N 85 W 26 poles to a Crab, S 15 W 54 poles to a Chestnut Oak, S 5 W 25 poles to a Run, S 80 W 22 poles to a Poplar, S 50 W 22 poles to a White Oak, S 25 W 80 poles to a Stake, S 75 W 60 poles to a Stake on Wm Simpson's line and with the same to the Beginning, containing 40 Acres by survey bearing date 1st October 1856, in the name of myself (James Crabtree)

and the same Land Patented to me by the Commonwealth of Kentucky on the 30th day of October 1857.

The rights to said Land described and conveyed as aforesaid I do hereby warrant and defend unto the said Hiram Depue and his heirs forever.

In testimony whereof I, the said James Crabtree and Elizabeth my wife, (who hereby relinquish his rights to Power in said Land,) have hereunto subscribed our names, this 27th June 1859,

J. M.
J. D. Roberts D.C.

James^{sr} Crabtree
Elizabeth^{his} Crabtree
Wife

State of Kentucky, Wayne County, Ind.

I, J. D. Roberts Deputy Clerk for Wm Simpson Clerk of the County Court in and for said County of Wayne do Certify that the above and foregoing Deed of Conveyance from James Crabtree and Elizabeth his wife to Hiram Depue was on the 27th day of June 1859, produced to me in my Office and was acknowledged by said James Crabtree to be his act and deed, and afterwards ~~sent~~ on the 4th day of July 1859, the same was duly acknowledged before me by the said Elizabeth to be her act and deed, and that the same with this Certificate has been truly admitted to record,

of July 1859.

Given under my hand this the 6th day of July 1859.
Wm Simpson Clerk
J. D. Roberts D.C.

Saylor Wife
Isaac
Stetson

Whereas Isaac Stetson sold and conveyed to Pleasant Taylor a certain boundary of land which has since been conveyed by law on behalf of P. Stetson's heirs to said Isaac, and whereas said Taylor for the consideration of said sale agreed to pay off a debt which John Stetson had against said Isaac, since then ascertained by deed in Clinton Circuit Court, to be \$855¹⁰/₁₀₀. And a debt to W. Vanhinkle for \$234⁵⁷/₁₀₀ and to John W. Marion for \$168⁴⁴/₁₀₀ owing by said Isaac, the last named since decreed to said Marion by the Clinton Circuit Court, the one to Vanhinkle secured by Mortgage from said Isaac on the above land and whereas said Stetson has since the last Term of the Clinton Circuit Court bought all of the above debts and judgments on said Isaac, Now therefore in consideration that said Isaac Stetson doth endorse upon said judgments satisfied in full and surrendered to Isaac Stetson, the Vanhinkle note above and endorsed satisfaction upon the Mortgage given to secure the same, and doth hereby release said Isaac Stetson of said debts and judgments, and for the further

P #45
of 45

above or oposed. Now we are landing on said River the
interest we hereby convey is our undivided fifth part of our half
of said original Doughty farm which is supposed to
contain in all about one hundred and ~~forty~~ acres and
which interest hereby sold and conveyed decided to the said
Nancy V. Nickel from her Mother Sarah Hunt who was a
daughter legal heir and representative of John Doughty, who
who owned said tract of land at the time of his death the
title we will forever defend.

In testimony whereof we have hereunto affixed our
Signatures this 2^d day of April 1871. M. J. S. Nickel
Nancy V. Nickel
mark

State of Ky Wayne County

I J. M. S. Nickel Clerk of the County Court aforesaid
do certify that the foregoing deed was this day produced
to me in my office and acknowledged by the Grantors
in due form of law the said Nancy V. Nickel being
being all right and title she had in said land by
inheritance and the same & this certificate is recorded
to record in my office.

Given under my hand this 2^d day of April 1872
J. M. S. Nickel

For and in consideration of the sum of one hundred dollars I Richard Barrier
Percelia Barrier his wife do hereby sell and convey unto Mary Upchurch a certain
parcel of land lying and being in the County of Wayne & State of Kentucky and on the
waters of the Little Southfork of Cumberland River containing 50 acres more or less
said land being a portion of the George Upchurch Survey more beginning a
certain line as follows to wit beginning on a bench near or at the outside
line of said Survey running with the branch to a log cabin then across the
branch thence bearing the branch to a bench inside of the fence thence striking
the branch thence a straight line with the branch to the outside line thence
with the outside line to a black Walnut Log cabin the old corner thence
with the old line to the beginning. The title to the said land with the
appertinances we will warrant and defend unto the said Upchurch
his heirs or assigns Given under our hands this 30th of June 1872

State of Kentucky Wayne County

Richard Barrier
Percelia Barrier
mark

I J. M. S. Nickel deputy for J. M. S. Nickel
Clerk of the County Court aforesaid certify the foregoing instrument of writing was this
day produced to me by the parties and acknowledged by them to be their act and
deed for the purposes therein mentioned the wife Percelia A. Barrier being examined
separate and apart from her husband Richard Barrier by me signed the same
and expressed herself satisfied therewith the same being stamped agreeable
to act of Congress is with this certificate recorded in my office.

Given under my hand this 13th day of August 1872
J. M. S. Nickel
mark

to church
To
to church

For and in Consideration of the sum of Twenty Dollars to me in hand paid by Hiram Upchurch and Thomas Upchurch have this day sold to said Hiram Upchurch a certain tract or parcel of land, situated lying and being in the County of Wayne and State of Ky, on the Waters of the Little South fork and bounded as follows to wit:— on a Black Oak and pine on the top of the ridge N 5 W 91 poles to a Chestnut and white oak, N 15 E 379 poles to a double Chestnut, N 108 — to a Spanish Oak N 40 E 40 poles to a Black Oak, S 60 E 200 poles to Hiram Upchurch's line and with the same, S 160 poles to a Stake S 30 E 200 poles to a Stake on Shadrach Upchurch's line and with the same S 40 W 200 poles to Silas Upchurch's line South with said line 80 poles to the State line & West 236 poles to a Stake in said line, then to the Beginning Containing Two Hundred acres. The title to the aforesaid tract or parcel of land, I will forever warrant and defend
In testimony whereof I have hereunto affixed my signature this 7th day of October 1868.

Thomas ^{his} Upchurch
Nancy ^{his} Upchurch

State of Kentucky }
Wayne County } Oct

I Jno L. Sacco Clerk of the County Court for the County aforesaid certify that the foregoing Instrument deed from Thomas Upchurch & Hiram Upchurch was on the 7th day of October 1868. produced to me duly stamped and acknowledged by said Thomas Upchurch & Nancy his wife to be their free and voluntary act and deed in due form of Law.

Given under my hand this 22nd day of July

AD 1870

Jno L. Sacco Clerk

Parmley
To
Bates R. O.

Whereas our ancestor John Parmley departed this life in Wayne County Ky in the year 1810, intestate leaving the undersigned his legal heirs and representatives J. E. Kanatzer & Lucinda his wife late Parmley, H. E. R. Hubbard & Emerine his wife, late Parmley, P. C. G. Jane Parmley Barber, Parmley, who has since intermarried with said Cornelius Ryeus, And whereas the said Parmley at his death & ancestor at the time of his death owed at the time of his death debts amounting to the sum of Five Hundred Dollars and above the amount of assets that came into the hands of his administrator, and whereas J. E. Kanatzer paid off and discharged the sum of Five Hundred Dollars out of his own money for said debts

has been recorded in my office
Given under my hand this 12th day of
August 1882. D. Shepherd, clk.

Meredith Nathans
To
Church S. M.

This Indenture made this 4th day of Sept. 1875, between
Nathan Meredith and Anna Meredith his wife, of
the county of Wayne and state of Kentucky, of the
first part & Shadrach M. Upchurch of the County
and state afores. of the second part, 'Witnesseth':
that the party of the first part in consideration of
the sum of one hundred and fifty dollars in hand
paid the receipt of which is hereby acknowledged
by the party of the first part, the party of the first part
have bargained and sold and by these presents
do convey and confirm unto the party of the second
part his heirs and assigns forever, a certain
tract or parcel of land lying in the county of
Wayne and state of Kentucky and described as
follows, viz: Beginning at John Upchurch's corner
a poplar and walnut running with Upchurch's
line, 110 poles to a poplar S. 45 E. 30 poles to a dog-
wood: John Meredith's line thence with said line
S. 60 E. 42 poles to John Meredith's corner a stone at
the point of the cliff S. 27 E. binding the cliff 8 poles
to Guff's line or corner a stake, at the water well
house thence with the top of the ridge by walnut stump
at the next cliff thence running with the cliff around
to the beginning supposed to contain sixty acres
more or less. So have and to hold the same unto
the assignees unto the party of the second part his
heirs and assigns forever, and the said party of the first
part doth further covenant with the said party of the
second part that they will warrant & forever defend
the title to the foregoing described land and premises
from the claims of themselves, their heirs against the claim
of all persons whatsoever. In testimony whereof the
party of the first part hath hereunto subscribed
their names
Nathan Meredith
attest D. Shepherd, clk. Nathan Meredith.

State of Kentucky,
County of Wayne, S. S.

J. M. Shepperd, Clerk of the County Court of Wayne County, do certify that on the 4th day of Sept. 1875 the foregoing Instrument of Writing from Nathan Meredith to S. M. Leitch was produced to J. S. Hall, Clerk of said Court by the Justice and acknowledged by the said Nathan Meredith to be his act and deed, which appears to an endorsement of said Clerk on said deed in word & figures as follows: Acknowledged before me by Nathan Meredith Sept. 4 - 1875. J. S. Hall Clerk. Whereupon the same, together with this certificate, has been duly recorded in my office, day of _____ given under my hand this 12th day of August 1882.

J. M. Shepperd Clerk

Deix com
To
Huffaker J. A.

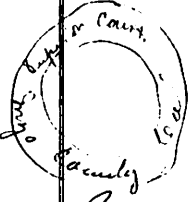
Whereas, several years since, I sold to Robert C. McCreath for the sum of seventy five dollars to me in hand paid, my undivided interest and share in certain tracts or parcels of land, lying in Wayne County Kentucky, on the waters of Otter Creek, and being the same lands owned by my ^{late} father Jacob Heids at the time of his death, & whose interest sold as aforesaid, in said lands, descended to me as a son and legal heir of said Jacob Heids deed, & being one undivided twelfth part of said tracts or parcels of land & whereas no deed was made by me to said McCreath conveying my interest in said lands to him, & whereas J. A. Huffaker is now the owner of said lands by purchase from the said McCreath, now in consideration of the purchase money, paid as aforesaid by said McCreath, the purchase of said lands by said Huffaker, from McCreath and the further sum of six dollars in hand paid me by the said Huffaker, I, J. M. Clerk of the County of Wayne and State of Kentucky, do hereby sell and convey to the said J. A. Huffaker, my entire undivided interest and share in said tracts or parcels of land, described as above

State of California } s.d.
County of Inyo

On this fourth day of February one thousand Eight hundred and Eighty Six before N. L. Hewitt County Clerk and Ex-officio Clerk of the Superior Court in and for the said County personally appeared J. M. Spangler and Martha A. Spangler his wife whose names are subscribed to the annexed instrument known to me to be the same persons described in and who executed the said instrument who each of them acknowledged to me that they respectively were the same. And the said Martha A. Spangler described as married woman and the wife of the said J. M. Spangler upon examination without the hearing of her husband I made her agree with the contents of said instrument and thereupon she acknowledged to me that she executed the same and that she does not wish to retract such execution.

For Witness whereof I have hereunto set my hands and affixed the seal of said Court the day and year in this Certificate first above written.

N. L. Hewitt County Clerk
Ex-officio Clerk of said Superior Court



State of Kentucky } s.d.
County of Wayne

I J. G. McCannogly Clerk of the County Court for the County and State aforesaid Certify that the foregoing instrument of writing was on this day lodged for records and thereupon the same together with this and the foregoing Certificate hath been duly recorded in my office.

Given under my hands this 27 day of May 1887
J. G. McCannogly Clerk

Elijah Williams
To
Hiram Upchurch
To
Hiram Upchurch
To
Elijah Williams

It is hereby agreed between the undersigned Elijah Williams and Hiram Upchurch that a line beginning on two sections standing on top of the ridge at what is known as the old Call patch on the line of the lands of Elijah Williams and running southwesterly, across with the top of said ridge to the cliff at the point of what is known as the hog back ridge then running with the top edge of said cliff to the heads of what is known as the Pratts Mill hollow then running a south west course to form the beginning corner of a 200 acre survey made by Thomas Upchurch and then running with the line of said survey to the State line. Shall be the division of said lands between

*

the lands of the undersigned parties situated in Wayne County on the head waters of the Little South Fork and the lands of Elijah Williams on his part in consideration of the agreement made and the conveyance herein after made on the part of the Upchurchs does hereby transfer and convey to the said Mrs. Upchurch any and all lands he holds by deed or otherwise lying north of the division or conditional line hereinafter agreed upon and the undersigned Heram Upchurch in consideration of the agreement aforesaid and the conveyance hereinafter made on the part of Elijah Williams hereby conveys and conveys to the said Elijah Williams any and all lands he holds by deed or otherwise lying south of the division or conditional line hereinafter agreed upon

Given under my own hands this 26 day of May 1887
 Elijah Williams
 Susan Williams
 Heram Upchurch
 Selcy Upchurch

State of Kentucky }
 County of Wayne } sct

I Jas J McCaughey Clerk of the County Court for the County State aforesaid Certify that the foregoing agreement was produced to me in said County on the 24 day of May 1887 and acknowledged before me by Elijah Williams and Susan Williams his wife Heram Upchurch and Selcy Upchurch his wife to be their acts and deeds as therein specified

Given under my hands This May 24 1887
 James J McCaughey
 By J B Shouse

State of Kentucky }
 County of Wayne } sct

I J J McCaughey Clerk of the County Court for the County State aforesaid Certify that the foregoing instrument of conveyance was on this day lodged for record whereupon the same together with this and the foregoing Certificates hath been duly recorded in my said office

Given under my hands This 27 May 1887
 J J McCaughey

JACQUELINE

DAFFRON

" your genea-logical helper"

REC'D
13 SEP 1999



JACQUELINE C. SEXTON
Post Office Box 641
Monticello, Kentucky 42633

Date: 10 September 1999

Inquiry: Upchurch

Phil- I had not heard back from you in regards to where you wanted to go from the listings of Upchurch land grants in Little South Fork SO I thought I would run the 1800's out listing for you the additional acquired lands by Upchurches on the Little South Fork. In order to pick out the transactions that required reading over the deed descriptions for location. On none I picked up today did I see any reference to the term U-LSF-1800 Project. I am not familiar with this term so if you choose to have me go through Upchurch sales of lands in the 1800's you need to make me more clear to what I'm looking for. Any of the following deeds you would want a copy of just identify them by Book & Page and I can do at 25¢ per copy.

Here goes: These are only L.S.F. deeds

<u>Grantee</u>	<u>From</u>	<u>Date</u>	<u>Book</u>	<u>Page</u>
John Upchurch 100 Acres on LSF for sum of 150 ⁰⁰	Nicholas Kenatson	9/8/1828	D	478
Pd for by Sheltrack deed made to Silas Upchurch 40 acres Middle Fork of the L.S.F. for 80 ⁰⁰	Cornelius Bertram	23 Mar 1829	E	27
Thos. Upchurch 100 Acres Head of L.S.F. 550 ⁰⁰	Miles Keeton	10 Mar 1829	E	113
Silas Upchurch 50 Acres Head of the L.S.F. 560 ⁰⁰ Grant received in 1766	James Keeton	13 Aug 1830	E	294

"They who take no pride in the noble achievements of remote ancestors, will never achieve anything worthy to be remembered by remote descendants"
Macaulay

<u>GRANTEE</u>	<u>GRANTOR</u>	<u>DATE</u>	<u>BOOK</u>	<u>PAGE</u>
SHADRACK Upchurch 100 Acres for \$	Thos Upchurch & Others	18 Aug 1821 Attached Copy	F	27
SHADRACK Upchurch 100 Acres	John & Sarah Upchurch L.S.F. \$150 ⁰⁰	18 August 1834	EF	330 29
Moses Upchurch \$125 ⁰⁰	Jehoida Marsh for 50 acres just land description / No Body quarter	20 Nov 1835	G	26
Hiram Upchurch L.S.F. 50 Acres	Kelend Williams \$115 ⁰⁰	Feb 25, 1843	J	99
Thos. Upchurch	James Crabtree \$11 ⁰⁰ Selling 50 Acres L.S.F.	23 Feb 1849	K	203
X Otter Creek	No X X X — X X X	3 Jan 1850	X X X	X 30
Thos Upchurch	Roswell Marsh \$10 ⁰⁰ for 50 acres L.S.F.	26 Sept 1853	M	208
Thos. Upchurch	Edward & Sally O'Neal \$20 ⁰⁰ for 50 acres on L.S.F. of Cumberland River formerly purchased by them on 13 June 1833	26 Sept 1840	N	344
Hiram Upchurch	James Crabtree \$25 ⁰⁰ for 40 acres L.S.F. of Cumberland River originally bought by James Crabtree 1 Oct 1856 by Patent by Gov of State of Ky			89
Moses Upchurch	Richard & Permelia Barrier \$100 ⁰⁰ for 50 acres on L.S.F. of Cumberland River portion of the George Upchurch Survey formerly by	30 June 1872	P	445
Hiram Upchurch	Thos Upchurch & Nancy \$20 ⁰⁰ for acres on the L.S.F.	7 Oct 1868	R	88

~~XXX~~

The other entries were on Beaver and Otter Creek. I've yet to do Books S T u v & w which I will do next trip.

I cashed your check for \$25⁰⁰ today. I've used 3 hours.

at 5⁰⁰
 .66 postage
 2.40 copies
 15 00 time
 \$18.06 used

Jacqueline C O'ffin
 815 North Main St.
 Monticello, Kentucky 42633

Witness: Ingram Esq

Commonwealth of Kentucky Wayne County Set
The foregoing Mortgage from John Sumner to Thomas
Ingram was on the 10th day of February 1832 produced
in the office by the said Sumner and acknowledged by the
Said John Sumner to be his act & deed for the purposes therein
mentioned & witnessed by hand the 10th day of February 1832
John Sumner Clerk

Kentucky State Wayne County
Know all men by these presents that the Thomas Upchurch
wife Maria Upchurch, John Upchurch & Joseph Upchurch &
Lepta Distinew and Keeling Williams of the County & State aforesaid
do hereby give grant bargain and convey into Shadrack Upchurch
of the County and State aforesaid their heirs & assigns forever
all that tract or parcel of land situated lying and being in the
County of Wayne Kentucky State on the little South fork of
Cumberland River containing 100 Acs, which is bounded
as follows to wit Beginning at Miles Keetons second corner
a White Oak running thence S 64° 20' 00" West to a Walnut

to a Birch and White Oak thence S 12° 00' 00" West to a large Walnut
and Sugar tree thence South 60 East the poles to a stake binding on
Keetons line thence to the Beginning the Grant bearing date the 12th
day of October 1831 to have and to hold the said granted premises
granted and bargain premises with the privilege & appurtenances
thereof to the said Shadrack Upchurch his heirs & assigns to them their
heirs heirs & assigns forever & for the said Thomas Upchurch and Maria Upchurch
& John Upchurch & Joseph Upchurch & Lepta Distinew & Keeling Williams
for ourselves our heirs Executors Administrators do covenant with the
said Shadrack Upchurch his heirs & assigns that we are lawfully seized
in fee of the premises that they are free of all incumbrances that we
have good title to sell and convey the same to the said Shadrack Upchurch
to hold as aforesaid that we will warrant & defend the same to the said
Shadrack Upchurch his heirs & assigns forever against the lawful claims
and demands of all persons in which respect we have hereto set our
hands & seals this 18th day of August 1831

Attest
Moses Upchurch
Clerk

Lepta his Distinew
Keeling Mark Williams
Moses Upchurch
John Upchurch
Joseph Upchurch
Shadrack Upchurch
Esq

JACQUELINE

DAFFRON

" your genea-logical helper"

REC'D
9 AUG
1999



JACQUELINE C. DAFFRON
Post Office
Morticello, Kentucky 42633

Jacqueline C. Daffron
815 N. Main
Morticello, Ky 42633

Date: 5 August 1999

Inquiry: Upchurch - Little South Fork Land

Hi - Today I reached your inquiry in my stack. To see if I'm understanding what you have in mind I'm sending these Upchurchs indexed in the Kentucky Land Grant listings,

You are interested in the Little South Fork lands in the hands of the Upchurchs during the 1800's (limited with 1800's)?

1st Step would be the deed book which you find someone immediately in 1801 the 1st days of Wayne County's formation selling Wayne County land..... and where did it come from originally?

The original land grants in Wayne County were arrived at prior to its formation in the form of Military - rank = acreage for service in revolution Major = 1100 acres / captain = 300 acres / Lt = 200 acres / Ensign = 150 acres and 100 acres for private. These grants are indexed in the books during the 1700's and could be called on the waters of Beaver Creek; Otter Creek, etc but in Green County. You'd pass over right? Wayne County 1800 formed from Pulaski. Pulaski in 1795 was formed from Green County. Green in 1792 formed from Lincoln

At 1st look - the 1st Upchurch entry was as a Talbot Grant. He attached the description for this grant. The remainder attached are Court ordered patents.

This makes you aware of their presence on the South Fork prior to 1801 so we'll go to their 1st land transactions - the sale of these lands?

or Do you just want subsequently acquired lands?

I'll hold off until you tell me which route you want me

to go.

Thanks Jackie Daffron

"They who take no pride in the noble achievements of remote ancestors, will never achieve anything worthy to be remembered by remote descendants"

Macaulay

Watercourse	Grantee	Acres	Book	Page	Date Survey	County	Watercourse
Blakes Cr	Smith, Josiah	100	1	526	6-10-1815	Knox	Jellico R
Greasy Cr	Smith, Andrew	100	1	553	7-10-1815	Wayne	Langum Cr
Greasy Cr	Smith, Andrew	200	1	555	10-2-1815	Wayne	Langum Cr
None	Smith, Thos.	200	1	628	5-24-1804	Barren	White Oak Cr
Big Whipporwill	Smith, Moses	100	1	669	1-5-1814	Knox	Fk of Little Poplar Cr
Green R	Snider, Frederick	150	2	699	11-27-1815	Knox	Wolf Cr
Fk Big Poplar Cr	Snider, Jacob	110	2	3	10-3-1816	Whitley	Jellico R
Little R	Snider, Peter	135	1	523	11-24-1815	Knox	Cumberland R
Crocus Cr	Snider, Frederick	200	1	713	11-27-1815	Knox	Cumberland R
Cumberland R	Snider, Frederick	100	2	1	8-3-1814	Knox	Wolf Cr
Big Poplar Cr	Simpson, Jno.	100	1	101	3-16-1803	Pulaski	Cumberland R
Patterson Cr	Simpson, Christopher	296	1	102	3-30-1803	Wayne	Cumberland R
King Cr	Simpson, Thos.	300	1	103	3-5-1803	Wayne	Cumberland R
Cumberland R	Simpson, Wm.	200	1	104	3-17-1803	Pulaski	Fishing Cr
None	Shipman, Daniel	100	1	271	3-14-1805	Barren	Sinking Cr
None	Sissell, James	100	1	619	9-15-1816	Wayne	Little S Fk
Sinking Cr	Scott, Benj.	150	1	239	7-23-1804	Lincoln	Green R
Mill Cr	Scott, Thos.	400	1	275	10-7-1807	Logan	Duck Lick Cr
Cumberland R	Scott, Joseph	100	2	10	7-16-1802	Barren	Barren Fk Beaver Cr
None	Stockstill, Shadrack	100	1	550	5-18-1815	Wayne	Little S Fk
None	Stockstill, Shadrack	100	1	627	5-29-1818	Wayne	Little S Fk
Big Poplar Cr	Stockstill, Sarah	100	1	630	5-29-1818	Wayne	Little S Fk
None	Story, Joshua	100	1	417	4-10-1813	Wayne	Little S Fk
E Fk Clear Cr	Story, Isaac	100	1	421	6-10-1813	Wayne	N Fk Little S Fk
Big Poplar Cr	Strother, Jno.	1,029 1/2	1	40		Shelby	Plumb Cr
McFarlands Cr	Stone, James	160	1	650	10-5-1821	Wayne	Cannadys Cr
McFarlands Cr	Sowder, Wm.	100	1	694	9-4-1817	Knox	Clear Fk
Rose Cr	Taylor, Jacob	400	1	5	2-25-1803	Muhlenberg	Cypress Cr
Rose Cr	Taylor, Chapman	50	1	65	10-20-1803	Logan	Fks of Muddy R
None	Taylor, David	100	1	507	11-25-1815	Knox	Little & Big Yellow Cr
Lick Fk Yellow Cr	Taylor, David	100	1	509	11-25-1815	Knox	Little Yellow Cr
Ryans Cr	Taylor, Levi T.	120	1	665	11-8-1815	Wayne	Little S Fk
Big S Fk	Trammell, Garrard Sr.	200	1	51	3-15-1799	Logan	Red R
Marsh Cr	Tadlock, James	200	1	113	8-12-1803	Barren	Line Cr
Long Cr	Travis, Thos.	100	1	287	6-25-1805	Logan	Red R
None	Temple, Jesse	150	1	161	8-23-1802	Barren	Long Cr
Clifty Cr	Temple, Stephen	100	1	269	12-1-1804	Logan	Big Whipporwill
Cumberland R	Tremble, Wm.	100	1	61	10-16-1803	Logan	Woolseys Cr
Cumberland R	Townsen, Thos.	200	1	55	10-21-1803	Logan	S Fk Red R
Big Buck Cr	Toms, Wm.	200	1	281	3-20-1804	Lincoln	S Fk Green R & Goose Cr
S Fk Big Buck Cr	Troxwell, Peter	134	1	656	10-15-1813	Wayne	Little S Fk
Marsh Cr	Thomas, Wm.	200	1	675	11-10-1813	Wayne	Little S Fk
Knob Lick & Fishing Cr	Turner, Michael	65	1	258	9-20-1806	Warren	Gasper R
Big Barren R	Turner, Benj & Jno.	100	1	653	11-23-1815	Knox	Stoney Fk
Buck Cr	Turner, Benj.	50	1	655	11-22-1815	Knox	Stoney Fk
Pleasant Cr	Turtle, Jno.	132	1	535	10-20-1816	Knox	r h Fk Poplar Cr
Patterson Cr	Tye, Jno.	200	1	468	1-3-1815	Knox	Poplar Cr
Clear Fk	Tye, Joshua	154	1	469	4-1-1814	Knox	Big Poplar Cr
Little S Fk	Tye, Joshua	100	1	470	12-20-1814	Knox	Big Poplar Cr
Muddy R	Tryon, Jeremiah	100	1	493	8-10-1815	Knox	S Fk Laurel Fk
Cumberland R	Upchurch, Geo.	200	1	243	9-4-1806	Barren	None
Little S Fk	Vanader, Martin	100	1	488	10-12-1814	Wayne	Little S Fk
Little S Fk	Vandiver, Geo.	400	1	168	7-12-1803	Henderson	S Fk Canoe Cr
Little S Fk	Vinson, Wm.	100	1	388	11-22-1808	Casey	S Fk Green R
Strodes Cr	Vicles, E T.	119	1	577	12-21-1807	Adair	Crocus Cr
Little Poplar Cr	Walker, James	100	1	638	5-25-1818	Wayne	Rock Cr
W Fk Red R	Walker, Jno.	100	1	46	12-27-1802	Wayne	None
Muddy R	Walker, Wm.	140	1	157	8-12-1803	Barren	None
Glovers Cr	Walker, Jeremiah	100	1	571	12-10-1816	Knox	Greasy Cr
Lower Howard Cr	Walker, Jesse	130	1	596	9-10-1813	Wayne	Little S Fk
None	Wade, Dawson	100	2	12	11-23-1815	Knox	Clear Fk
Sulphur Fk	Wade, Richard	200	1	63	11-13-1803	Wayne	Bear Cr
None	Watkins, Peter	125	1	137	8-21-1803	Wayne	Indian Cr
None	Whately, Ann	200	1	105	10-25-1803	Muhlenberg	Cypress Cr
None	Waldrop, Joseph	200	1	185	11-8-1804	Logan	Tarrpin Cr
None	Wallace, Jno.	100	1	210	3-17-1803	Christian	E Fk Pond R
Beaver Cr	Warner, Moses	132	1	666	3-1-1822	Wayne	Little S Fk
M Fk Yellow Cr	West, Leonard	100	2	6	8-30-1816	Knox	Elk Fk Clear
Cumberland R	West, Leonard	100	1	57	3-9-1803	Logan	Whipporwill
Cumberland R	Wilson, Richard	35	1	59	3-9-1803	Logan	Little Whipporwill
Little S Fk	Wilson, Jacob	120	1	43	10-31-1803	Logan	Muddy R
Watts Cr	Wilson, Wm.	200	1	201	1-19-1804	Barren	Skagg Cr
Clear Fk	Wilson, Michael	112	1	458	8-18-1813	Pulaski	Marsh Cr
Greasy Cr	Wilson, Peter	200	1	492	7-16-1814	Knox	Cumberland R
Cane Cr	White, Solomon	200	1	709	1-4-1814	Knox	Cumberland R
Greasy Cr	White, Wm.	150	1	30	2-15-1803	Warren	Middle Fk Drake Cr
Fishing Cr	Wilcox, Abraham	200	1	82	7-1-1802	Knox	Yellow Cr
	Willis, Joshua	150	1	6	3-23-1803	Muhlenberg	Pond R
		200	1	26	11-30-1803	Henderson	Clear Cr

200 Acres

a Surveyed for Robert Todd 200 Acres of Land on a Treasury Warrant lying about two miles South East of Harrodsburg. Beginning on Arariah Davis's pre-emption line at two Ash's and Sugar tree at the head of a stream running N 30 E 152 pds to three Sugar trees thence N 60 W 250 poles to a Hickory Sugar tree & White Oak thence S 30 W 152 poles to a post in Davis's thence with his line S 60 E 250 poles to the place of Beginning

August 20 1780

Variation 2° East

a. The place of Beginning

Robert Todd
Geo. May

Kentucky General Assembly of December 21, 1795, and are listed in Chapter IV. Prior to the establishment of Kentucky as a state, Virginia had reserved for her soldiers all the lands in Kentucky south of Green River. These were encompassed by a line from the head of this stream to the Cumberland Mountains and with these mountains to the Carolina line, thence to the Tennessee River, to the Ohio River, and with the Ohio to the Green River. Lands thus located under the Virginia law are of military origin and are listed in Chapter II. Until 1797 no person could enter a survey within this great reservation, except a soldier. When Kentucky as a sovereign state took charge of her vacant lands, new legislation opened up this great reservation south of the Green River to any persons possessed of family and over twenty-one years of age. Such persons were entitled to not less than 100 acres or more than 200 acres, but must have been bona fide settlers on the land for one year before they came into actual possession. The surveys upon which these grants are based are recorded in eighteen books in the Kentucky Land Office.

TELLICO GRANTS

The small and unique group of land grants recorded between 1803 and 1853 embraces the grants issued upon warrants from the Register of the Land Office upon what is known as the Tellico Claims. These are found in two volumes and have come to be known as Tellico Grants. They apply to lands ceded to the United States by the Cherokee Indians under the treaty of 1805. There are 572 grants in the Tellico records, the surveys of this system being recorded in a book labeled "Tellico Surveys No. 1." In the back of this book are recorded 1,331 warrants issued by the Register of the Land Office in settlement of Tellico Claims, most of which referenced land in the Big Sandy Valley and eastern Kentucky. These grants are listed in Chapter V.

KENTUCKY LAND WARRANTS

In 1815 the Kentucky State Legislature passed an act relative to land distribution, and the records written in fulfillment of this statute are now known as Kentucky Land Warrants, 1816-1873. These grants consist of forty-three books and 25,621 grants and comprise Chapter VI of this volume. The act of the General Assembly governing this group of grants opened for sale, at \$20.00 per 100 acres, all the vacant lands to anyone in Kentucky, except an alien. The method followed was similar to that originally employed by Virginia, the purchaser securing receipt from the State Treasurer which was in turn converted into a land office warrant, authorizing the owner to locate and survey a certain acreage. When this had been completed and returned to the land office it was registered and a land patent was issued to the owner within about six months. This law, however, did not apply to lands west of the Tennessee River.

Grantee	Acre	Book	Page	Date Survey	County	Watercourse
Tymerman, John	21	6	307	11-22-1849	Barren	Barren Fk
Tywell, Stephen	166	63	297	5-25-1860	Crittenden	Livingston Cr
Tyner, Thomas	134	75	112	2-13-1869	Crittenden	Clay Lick Cr
Umber, Albert	25	24	11	2-15-1845	Wayne	Meadow Cr
Umphlet, Wm E	5	70	192	8-4-1866	Laurel	Sandy & Br Laurel R
Umbugry, Charley	200	117	420	9-14-1893	Laurel	Cane Br
Underwood, Willis	200	2	372	3-29-1837	Greeneup	Soldiers Br
Underwood, Jas S	100	9	144	4-10-1841	Carter	Sugar Camp Br
Underwood, Gideon	200	9	145	2-12-1840	Carter	Soldier Fk Tigerts Cr
Underwood, Ruben	200	9	146	12-18-1840	Carter	Soldier Fk Tigerts Cr
Underwood, Geo	200	9	147	12-28-1839	Carter	Soldier Fk Tigerts Cr
Underwood, Jas	50	9	148	2-20-1844	Carter	Sugar Camp Br
Underwood, Nath	6	14	122	5-26-1843	Christian	Montgomery Fk
Underwood, George	100	17	180	1-11-1842	Carter	Dry Br Tigerts Cr
Underwood, George	150	17	181	1-10-1842	Carter	Dry Br Tigerts Cr
Underwood, Stephen	340	33	427	1-31-1850	Carter	Tigerts Cr
Underwood, George	50	39	430	4-18-1852	Carter	Dry Br Tygerts Cr
Underwood, Jos	344	40	419	5-27-1852	Carter	Soldiers Cr
Underwood, Alex	190	40	420	5-26-1852	Carter	None
Underwood, Jos	100	40	421	5-27-1852	Carter	None
Underwood, Gustavus	100	41	107	5-2-1851	Whitley	Watts Cr
Underwood, Stephen	150	41	393	9-29-1853	Carter	Meadow Fk
Underwood, Stephen	1,900	45	127	12-28-1854	Carter	Meadow Fk
Underwood, Stephen	100	47	71	3-12-1855	Carter	Meadow Fk
Underwood, Stephen	300	47	392	1-25-1856	Clinton	Tradewater
Underwood, Henry B	122	48	279	9-9-1856	Christian	Tigerts Cr
Underwood, Gideon	90	49	415	4-21-1854	Carter	Soldiers Cr
Underwood, Jos	300	49	416	4-25-1854	Carter	Soldiers Cr
Underwood, Geo W	43	50	70	5-13-1857	Carter	Harget Br
Underwood, George W	32	50	71	5-13-1857	Carter	Dry Br
Underwood, Stephen	354	50	476	12-12-1856	Carter	Meadow Fk Tygerts Cr
Underwood, Wm	52	51	2	12-11-1856	Carter	Meadow Cr
Underwood, Jas	129	51	3	12-13-1856	Carter	Soldier Fk
Underwood & Carrh	85	53	444	3-10-1858	Crittenden	Tradewater R
Underwood, George L	41	65	513	4-17-1865	Carter	Flat Fk
Underwood, Harvey	54	68	530	3-20-1866	Carter	Tygers Cr
Underwood, W L	3	70	433	10-2-1866	Warren	Island Barren R
Underwood, J R	18	70	434	7-18-1866	Warren	Barren R
Underwood, J J	120	81	233	5-10-1871	Christian	Tradewater
Underwood, J J	150	81	354	5-10-1871	Christian	Tradewater
Underwood, Silas	18	88	370	2-5-1873	Carter	Tygart Cr
Underwood, S H	54	89	36	10-27-1872	Christian	Little R
Underwood, David	35	90	65	3-14-1872	Carter	Tygart Cr
Underwood, Silas	12	90	135	9-19-1872	Carter	Tygart Cr
Underwood, Alexander	12	90	463	2-7-1873	Carter	Soldiers & Road Fks
Underwood, Harvey	2	93	335	9-17-1872	Carter	Soldier Fk Tygart Cr
Underwood, James	28	100	264	8-11-1880	Carter	Soldiers Fk
Underwood, Stephen	45	103	85	5-25-1882	Carter	Tygart Cr
Underwood, Stephen	200	103	315	8-21-1882	Rowan	E Fk Triplett
Underwood, Asa S	200	104	454	1-20-1883	Rowan	E Fk Triplett
Underwood, Stephen	155	104	455	1-17-1883	Carter	Tygart Cr
Underwood, Frank	200	104	456	1-20-1883	Rowan	E Fk Triplett
Underwood, Phillip	110	107	226	10-23-1884	Carter	Tygart Cr
Underwood, Thos J	50	109	66	2-26-1887	Whitley	Watts Cr
Underwood, S H	7	109	450	9-6-1887	Christian	Sinking Fk Little R
Unthank, E V	150	10	205	7-10-1841	Harlan	John Jones Br
Unthank & Ballingar	35	15	109	4-5-1841	Harlan	N s Cumberland R
Unthinks, J M	100	80	541	3-6-1871	Bell	lh Fk Cannon Cr
Unthank, J M	200	81	187	4-7-1871	Bell	Rocky Face Mt
Unthank, J M	200	81	466		Bell	Rocky Face Mt
Unthank, J M	100	81	471		Bell	Rocky Face Mt
Unthank, Calvin	200	104	229	9-4-1882	Harlan	Poor Fk
Unrue, Daniel	40	28	301	10-20-1848	Lawrence	Louisas Fk
Unrue, Daniel	41	28	302	10-20-1848	Lawrence	Griffins Cr
Underhill, John W	40	45	204	4-26-1855	Warren	Big Barren R
United States Coal & Coke Co	24	125	155	5-18-1918	Harlan	Looneys Cr
Upchurch, Moses Jr	50	17	48	9-19-1844	Wayne	Otter Cr
Upchurch, Thomas	50	17	49	7-26-1844	Wayne	Little S Fk
Upchurch, Shadrack	50	17	50	11-1-1843	Wayne	Cumberland R
Upchurch, Hiram	50	17	51	7-26-1844	Wayne	Little S Fk
Upchurch, Geo	50	19	103	4-8-1846	Wayne	Cumberland
Upchurch, Thos	200	20	31	8-15-1846	Wayne	Beaver Cr
Upchurch, Shad	25	20	32	5-29-1846	Wayne	Little S Fk
Upchurch, Silas	150	20	33	4-28-1846	Wayne	None
Upchurch, John	60	24	10	4-2-1847	Wayne	Little S Fk
Upchurch, George	50	28	440	1-4-1848	Wayne	Otter Cr

Court ordered patents once someone established with adequate witness "true stand" on an previously unclaimed - decided parcel of land.

Grantee	Acre	Book	Page	Date Survey	County	Watercourse
Upchurch, Moses	50	29	111	2-6-1847	Wayne	Otter Cr
Upchurch, Moses	50	30	69	2-16-1848	Wayne	Bens Cliff Otter Cr
Upchurch, John	80	34	255	3-29-1849	Wayne	Otter Cr
Upchurch, Moses	200	35	224	9-11-1851	Wayne	Otter Cr
Upchurch, John	100	41	27	6-14-1852	Wayne	Beaver Cr
Upchurch, Grayville	40	49	234	2-3-1847	Wayne	Otter Cr
Upchurch, Hiram	60	50	315	10-1-1856	Wayne	Otter Cr
Upchurch, Moses	50	57	179	6-6-1859	Wayne	Little S Fk
Upchurch, Silas	50	57	181	6-7-1859	Wayne	Beaver Cr
Upchurch, Hiram	100	71	246	6-19-1866	Wayne	Otter Cr
Upchurch, Thomas	50	81	465	9-28-1868	Wayne	Otter Cr
Upchurch, W A	15	110	177	10-8-1883	Wayne	Elk Sp Valley
Upchurch, H A	75	112	87	11-14-1883	Wayne	Otter Cr
Upchurch, John L	200	114	88	12-3-1883	Wayne	Otter Cr
Upchurch, Hiram	50	114	104	4-12-1890	Wayne	Otter Cr
Upchurch, Shadrack	50	114	532	4-8-1890	Wayne	Otter Cr
Upchurch, Moses	200	116	446	9-25-1891	Wayne	Otter Cr
Upchurch, Moses	40	117	69	1-30-1892	Wayne	Otter Cr
Upchurch, W C	8	117	231	8-8-1892	Wayne	Otter Cr
Upchurch, J O & Moses	10	117	306	2-8-1893	Wayne	Otter Cr
Upchurch, J W	20	118	486	6-11-1898	Wayne	Otter Cr
Upchurch, Ahial	9	118	552	2-24-1899	Clinton	W Sewell Mt
Upchurch, Ahial	2	120	243	4-25-1903	Clinton	Clear Fk
Upchurch, J O	15	120	418	2-24-1892	Wayne	Otter Cr
Upchurch, S A	100	121	89	4-24-1902	Wayne	Otter Cr
Upchurch, Frank	40	121	368	12-20-1904	Wayne	Otter Cr
Upchurch, Hiram	175	121	414	3-6-1857	Wayne	Otter Cr
Upchurch, W C	10	122	34	10-20-1905	Wayne	Little S Fk
Upchurch, Thomas	50	124	117	6-19-1866	Wayne	Otter Cr
Upchurch, Moses	36	125	380	10-18-1921	Wayne	Beaver Cr
Upton, Elijah	137	7	200	7-31-1840	Warren	None
Upton, Elijah	64	7	204	7-31-1840	Warren	None
Upton, Elijah	114	41	249	2-2-1854	Warren	bet Green & Barren Ra
Upton, Elijah	31	41	253	2-1-1854	Warren	Fk bet Green & Barren Ra
Upton, James B	125	64	178	10-8-1863	Warren	N s Barren & S Green R
Uptgrave, E	38	51	18	3-25-1857	Monroe	Mill Cr
Upthegrove, Elisha	20	98	50	5-15-1878	Lincoln	S Fk Green R
Urey, F W	11	2	295	1-5-1838	Caldwell	Hurricane Fk
Utterback, Jos & Edw	50	2	1	9-14-1836	Morgan	N Fk Licking
Utterback & Day	400	2	2	9-15-1836	Morgan	Licking R
Utterback, Joseph	50	3	58	1-9-1837	Morgan	Yancum Br
Utterback, Edmond	50	3	135	9-27-1837	Morgan	N Fk Licking
Utterback, Patterson	350	4	314	6-7-1838	Morgan	N Fk Licking
Utterback, John	50	4	385	10-20-1838	Morgan	Yocum
Utterback, John	50	4	408	10-20-1838	Morgan	N Fk Licking R
Utterback, Patterson	50	5	403	12-19-1837	Morgan	Lick Fk
Utterback, Edmund	50	5	428	3-19-1839	Morgan	N Fk Licking R
Utterback, Patterson	200	5	438	4-22-1839	Morgan	N s Yocum Cr
Utterback, Washington	50	55	243	10-30-1849	Morgan	N Fk Licking R
Utterback, Rutheila	100	72	493	7-21-1862	Rowan	Scotts Cr
Utley, Jacob	67	23	302	4-4-1847	Muhlenberg	Pond R
Utley, M H	144	43	495	1-31-1855	Muhlenberg	Pond Cr
Utley, Jas	3	49	65	11-25-1856	Muhlenberg	Caney Cr
Utley, William	185	57	136	2-11-1858	Henderson	Hickland Cr
Utley, James O	75	64	160	10-24-1863	Hopkins	Lick Cr
Utley, David G	100	68	180	3-7-1866	Hopkins	Lick Cr
Utley, James	110	89	549		Henderson	Horse Pond
Utley, M H	27	98	250	4-8-1878	Livingston	Sandy Cr
Utley, Mad	1	124	53	3-16-1911	Hopkins	Lick Cr
Uzzel, Thomas M	80	34	501	3-28-1851	Muhlenberg	Turkey Cr
Uzzel, T M	37	42	409	8-2-1854	Muhlenberg	Pond R
Uzzel, T M	8	42	410	4-28-1854	Muhlenberg	Pond R
Valentine, Washington	50	7	459	2-20-1839	Knox	Turkey Cr
Valentine, Washington	50	10	444	2-4-1841	Knox	Fighting Cr
Valentine, Larry	50	18	385	2-26-1844	Knox	Turkey Cr
Valentine, Jas	50	37	545	3-1-1852	Knox	Turkey Cr
Valentine, Wm	100	37	546	3-1-1852	Knox	Turkey Cr
Valentine, Washington	25	42	508	1-20-1853	Knox	Turkey Cr
Valentine, Rebecca	50	45	49	4-6-1855	Knox	Turkey Cr
Valentine, Lawrence	50	47	443	4-6-1855	Knox	Turkey Cr
Valentine, Thos	150	59	406	12-29-1859	Knox	Holt Br Kelleys Br
Valentine, Thos	100	59	439	12-29-1859	Knox	Little Richard Cr
Valentine, Nelson	100	60	227	4-4-1860	Knox	Fk Turkey Cr
Valentine, Nelson	14	60	230	1-14-1860	Knox	Turkey Cr

6.94
 - 5.00 1 hour
 - 754 copies x 3
 finished 25.00

JACQUELINE

DAFFRON

" your genea-logical helper"

JACQUELINE C. SEXTON
 Post Office Box 641
 Monticello, Kentucky 42633



Jacqueline C. Sexton
 815 N. Main St.
 Monticello, Ky 42633

Date: 10 September 1999
 Inquiry: Upchurch

I have finished the index of Upchurch receiving land in the 1800's Books R, S, T, U, V, W, X, Y, Z. The following are the only Little South Fork deeds.

<u>Grantee</u>	<u>From</u>	<u>Date</u>	<u>Book</u>	<u>Page</u>
Hiram Upchurch	Thomas Upchurch	10/7/1868	(R)	88
\$ 20.00 parcel 200 acres on L.S.F.				
Shadrack ^{M.} Upchurch	Nathan Meindeth	9/4/1875	(V)	53
\$ 150.00 for parcel of 60 acres				
Moses Upchurch	David Booker + others	9/22/1883	(V)	494
Settlement of Estate - I'm sending you copy of				
Hiram Upchurch	Elijah Williams	4/26/1889	(X)	19
Running of Conditional Line on a 200 Acre Survey originally made by Thomas Upchurch L.S.F.				

I've also included Milton Roberts Deed, when you decide which deeds you would like to have copies of you will probably be able to compare descriptions & find what you're needing. The Roberts land lies between Patton Creek & Keeton Creek at the head of the waters of the L.S.F. of the Cumberland.

Will wait until I hear from you again!

"They who take no pride in the noble achievements of remote ancestors, will never achieve anything worthy to be remembered by remote descendants"
 Macaulay

Jcki

This Indenture made and entered into this 22^d day of September 1883 between David Bookin and Martha his wife of the County of Cumberland and State of Kentucky and John Hines and Vina Hines of the County of Putnam and State of Tennessee James Percy and Abby his wife of the County of Wayne and State of Ky. of the first part and Richard Garrison and Moses Upchurch of the County of Wayne and State of Ky. of the other part Witnesseth; that the party of the first part both for and in consideration of the sum of Twenty Five dollars to them in hand paid by the party of the second part the receipt of which is hereby acknowledged hath bargained sold and by these presents doth grant bargain sell and release unto the party of the second part all our downable and interest in all the lands owned by Shadrack Upchurch son on the head waters of the little South fork Wayne Co. Ky. it being our undivided one eighth part of said lands the title to the aforesaid interest we will forever warrant and defend unto the party of the second part and their heirs

In Testimony Whereof we have hereunto set our hands and seal the day and date above written

attest
 C. L. Molsappie }
 John x Hines
 Vina x Hines
 D. M. Bookin
 Martha Bookin
marks

State of Kentucky }
 County of Putnam }
 J. D. N. Sheppard Clerk of the County Court in and for the County aforesaid Certify that the foregoing deed of Conveyance from John Hines and Vina Hines his wife to Richard Garrison and Moses Upchurch was on the 22^d day of September 1883 produced to me in said County and acknowledged before me by John Hines Vina Hines his wife parties grantors thereto to be the act and deed

In witness whereof I have hereunto set my hand this 22^d day of Sept 1883

J. D. Sheppard, Clerk
 By J. M. Sherman dly

State of Kentucky }
 County of Putnam }
 J. C. R. Purging Clerk of the County Court within and for said County and State do Certify that the foregoing deed from D. M.

D E E D

299

6.) THIS DEED OF CONVEYANCE made and entered into by and between CURTIS UPCHURCH and his wife, BRENDA UPCHURCH of 3089 North County Line Road, 800 East, Milan, Indiana 47031, parties of the first part, (hereinafter referred to as GRANTORS): and DORIS ROBERTS of 222 East Evelyn Avenue, Monticello, Wayne County, Kentucky 42633, party of the second part, (hereinafter referred to as GRANTEE):

W I T N E S S E T H:

THAT THE GRANTORS for and in consideration of the sum of SIXTY THOUSAND DOLLARS (\$60,000.00), cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, have this day bargained and sold and do by this instrument of writing grant, transfer, set over and convey unto the GRANTEE, DORIS ROBERTS, her heirs and assigns, a certain tract or parcel of land located and being in Wayne County, Kentucky on the Waters of the Little South Fork and bounded and described as follows, to-wit:

BEGINNING at a cedar on the west side of the State Highway and running thence S 32 degrees 20' E 539 ft. to a stake; thence S 28 deg. 12' 48" E 557.90 ft.; thence S 29 deg. 57' 42" E 339.50 ft to a stake; still said right of way S 18 deg. 20' 16" E 446.40 ft. to a stake; thence still said Highway S 17 deg. 15' 10" E 290 ft. to a stake; thence S 36 deg. 45' 49" E 349.80 ft. to a stake at the Blevins' Hollow road; thence S 22 deg. 10' 18" E 190.92 ft. to a fence corner at said Blevins hollow road; thence with the same S 53 deg. 53' 43" W 729.31 ft. to a stake at the Cemetery; thence S 11 deg. 09' 13" W 23.47 ft. to a stake; thence still said road and fence S 54 deg. 10' 33" W 804.62 ft. to a fence corner; thence leaving said road and with the fence line N 32 deg. 37' 30" W 512.30 ft.; thence N 21 deg. 53' 58" W 431.23 ft.; thence N 31 deg. 52' 08" W 234.06 ft.; thence N 32 deg. 22' 52" W 91.98 ft. to the corner old rail fence; thence S 60 deg. 44' 54" W 54.26 ft. to old rail fence corner; thence N 29 deg. 45' 35" W 242.15 ft. to a stake; thence N 35 deg. 03' 06" W 245.65 ft. to a hickory; thence with the fence line N 12 deg. 37' 01" E 362.72 ft.; thence still the fence line; N 5 deg. 29' 50" E 130.08 ft.; thence N 9 deg. 41' 58" E 256.77 ft. to a stake; thence N 32 deg. 55' 47" E 59.16 ft. to a walnut and water gap; thence N 46 deg. 38' 23" W 70.16 ft. to a stake; thence N 74 deg. 47' W 116.47 ft. to a stake in fence line; thence with fence line N 45 deg. 03' 04" W 173.60 ft.; thence still fence line N 40 deg. 35' 38" W 93.71 ft.; thence N 41 deg. 39' 42" W 235.86 ft.; thence N 12 deg. 10' 33" W 212.96 ft. to a pine; thence N 70 deg. 33' 59" E 457.94 feet to a fence corner; thence N 29 deg. 11' 58" W 107.41 ft. to a fence corner; thence N 66 deg. 37' 11" E 293.76 ft. with fence line; thence N 87 deg. 56' 41" E still said fence line, 668.40 feet to a cedar at the Highway right of way, the place of beginning. Containing

104.75 acres, more or less.

300

BEING the same land conveyed to Curtis Upchurch, et ux, by Jim Deal, et ux, by deed dated May 23, 1990 and of record in Deed Book 213 at Page 307 in the Wayne County Court Clerk's Office.

First parties further convey all of their right, title and interest in and to the timber and tobacco base pertaining to this property and any and all oil, gas and mineral interests they may own.

GRANTORS to pay and assume the 1992 real estate taxes.

Possession to be given on or before 30 days from the date of this deed.

The parties hereto state that the consideration reflected in this deed is the full consideration paid for the property. The Grantee is joining in this deed for the sole purpose of certifying the consideration pursuant to KRS 382.135. We further certify our understanding that falsification of the stated consideration or sale price of the property is a Class D Felony, subject to 1 to 5 years imprisonment and fines up to \$10,000.00.

TO HAVE AND TO HOLD the said land hereinabove described, together with all appurtenances and improvements thereunto belonging unto the GRANTEE, her heirs and assigns forever, subject to any easements, restrictions and reservations of record, with covenant of general warranty of title.

IN WITNESS WHEREOF, the GRANTORS and the GRANTEE have hereunto subscribed their names, this 15th day of December, 1992.

GRANTORS:

Curtis Upchurch
CURTIS UPCHURCH

Brenda Upchurch
BRENDA UPCHURCH

STATE OF KENTUCKY

COUNTY OF WAYNE

GRANTEE:

Doris Roberts
DORIS ROBERTS

The foregoing Deed and Consideration/Value Certificate was signed, acknowledged, subscribed and sworn to before me by the Grantors, CURTIS UPCHURCH and his wife, BRENDA UPCHURCH, on this

JACQUELINE

DAFFRON

REC'D
25 SEP 1999

Jacqueline Daffron
15 N Main
Montreal, RY 42633

Phil-

Could you either fax me a copy of
the page + Book listings for the LSF deeds
so I can be sure I get all I found
1st time round fax # 606-340-0041
or mail me a copy whichever is most
convenient.

Also I will get the address where
you need to write for copies of the
Tellico Grants etc.

😊 Jackie



*Each New Morning Promises Still Another Day
Of Wonderful Memories To Feed And Grow Upon.*

JACQUELINE

DAFFRON

MICHAEL ENTERPRISES
R. P. UPCHURCH
6 EAGLES WAY LANE
LAKE ST. LOUIS, MISSOURI 63367-2240



20 SEP 1999

JACQUELINE C. DAFFRON
815 N. MAIN ST
MONTICELLO, KY 42633

Dear Joshie,

Your two letters dated 10 SEP 1999 reached me last week. I think you had not gotten my letter of 9 SEP 1999 when you wrote those two letters. However, it appears we are pretty much on track. It appears that we now know of the documents that record the lands acquired by George Upchurch and his descendants on the LSF in the 1800's.

What I need now are copies of these documents. Enclosed is a check for \$25 to work on this project. I suggest you start with the earliest documents and work forward and see how far the \$25 will take us.

You referred to "U-LSF-1800 PROJECT". Perhaps you have already figured out that is my shorthand way of referring to the work

2.

you are now doing for me. U = Upchurch,
LSF = Little South Fork, 1800 = JAN 1800 - 31 DEC 1800.

Thanks for the 15 DEC 1992 deed re The Milton Roberts property. As I understand it this deed deals with 104.75 acres. I understood from Milton that he had 1400 acres. I suppose the 104 is a part of the 1400. The 1992 deed transfers the 104 acres to Davis Roberts not to Milton Roberts. I suppose it all fits together.

I will be looking forward to the documents. There will no doubt be a big challenge for me to make them fit together.



Sincerely yours
☺ Phil Upchurch

{ROBERT PHILLIP UPCHURCH}

JACQUELINE

DAFFRON

○ The card below provided on 3 JUL 1999 to RPM by Norma Sue Rogers of Monticello, KY. Sue reports that Jacqueline does not do copy work in the Library - only in the Court House.

<p>The GeneaLOGICAL Tracker</p> <p>PAYMENT METHOD USED: INITIAL TRIP TO COURTHOUSE — \$10.00</p> <p>This Trip Will Index By Book & Page Number All References To Your Ancestor As Listed In Court Order Books, Guardian Records, Land Patent Application Records, Military Discharge Records, Deed & Mortgage Records, Probated Wills, Administrative Appraisal & Sale Records.</p>  <p>Additional Trips \$5.00 Hr To Research & Transcribe Specific Data</p> <p>At Any Time You Would Be Able To Order Copies From The Clerk's Office Using The Specific Book & Page # From Your Initial Index At 25c Per Copy.</p>	<p>JACQUELINE COFFEY DAFFRON The GeneaLOGICAL Tracker - Since 1970 -</p> <p>FAMILY RECORDS RESEARCH Wayne County Courthouse Monticello, Kentucky Accessible - Accurate - Affordable REFERENCES AVAILABLE</p>  <p>815 North Main Street Monticello, Kentucky 42633</p> <p>GeneaLOGICAL Tracker</p> <p><i>They who take no pride in the noble achievements of remote ancestors, will never achieve anything worthy to be remembered by remote descendants. Thomas Macaulay</i></p>
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CROSSFILE: WAYNE CO, KY

JACQUELINE COFFEY

JACQUELINE DAFFRON ↑

Thanks for the Telling Grants sheet showing George U & his 1814 entry for 100 acres and for the County Grant order showing 8 entries on the LSF for 4 Upchurch males (I count the 25 acre 1846 entry for Shad U tentatively as LSF although no stream is listed). These four individuals are the same as the four listed on page 3 of my 9 JUL 1999 letter to you. The eight entries add up to 760 acres plus 100 for George which means these five Upchurch men required 860 acres on the LSF between 1814 and 1857. Of course they could have bought more from neighbors and they could have sold some of the 860 acres and/or some of the "bought" land (more on these items later). We know some of the Upchurch Family in the 1800's left LSF and went across the hill to other creek but that, while of interest, is beyond our present small project.

Our main purpose is to obtain documents showing the location of Upchurch tracts owned on the LSF in the 1800's, the earlier the better.

In order to speed our UPCHURCH-LSF PROJECT I have reproduced and include herewith pages 65-70 from Morgan Upchurch Story. This covers George U & his children (pg 65-67) and the children of Shadrach U (pg 68-70). I have highlighted land transactions pertaining to the LSF. These pages show 10 acquisitions and 2 sales = 12 transactions relevant to our Project. I have summarized these 12 transactions on an enclosed sheet. The 10 purchases. Excluding Transaction # ② where Shadrach U purchased land from the heirs of his father the other 9 acquisitions total 610 acres. [we might need to exclude the 50 Acres for Transaction # ⑨ if Rotten's Fork is not of the LSF area]. Anyway the 610 added to 785 in earlier Grants makes 1395 Acres of Upchurch land on the LSF in the 1800's (before 1875).

Transactions # ⑩ and # ⑫ no doubt involve sales of some part of the 1395 Acres.

What we need now is your help in acquiring copies of any of the documents (deeds, wills, etc) that pertain to any of the above 12 transactions or any of the

9 Grants referred to in your letter of 5 AUG 1999.
 My assumption is that many, if not all,
 of these documents would help us get a
 better fix on where the Upchurch land
 on the LSF was located.

I am not sure how difficult or
 how successful our project can be, but
 I thought you would be the right
 person to help us tip-toe into the
 matter. Let's go ahead and spend the
 \$25.00 I sent and see what we get.

Thank you for your assistance.

Sincerely yours



Phil Upchurch

{ ROBERT PHILIP UPCHURCH }

P.S. - It would
 obviously occur to you
 that the mills of any
 of the Upchurch landowners
 referred to herein might also
 provide clues as to where
 their land was located.
 Phil U.

LAND TRANSACTIONS BY UPCURCH FAMILY MEMBERS ON THE LSF PER MORGAN PG 65-70

<u>ACRES</u>	<u>TRANSACTION NO</u>	<u>TRANSACTION</u>	<u>MORGAN PAGE</u>
50	①	CHADRACK (SNADRACK) U - Acquire 50 over on Muddy Fork of SF (LSF?) BK M PG 49 10 APR 1822	65
-	②	SNADRACK U acquire land from the heir of his father George U	65
120	③	THOMAS U acquire 120 over (LSF?) Land Grant 17 DEC 1832	66
100	④	THOMAS U acquire 100 over from Miles Keeton on head of LSF Reg. 22 SEP 1829 BK E Pg 13	66
50	⑤	THOMAS U acquire 50 over from Roswell Marsh on headwaters of LSF before 1854 Recorded BK M Pg 208	66
50	⑥	THOMAS U acquire 50 over from James Crabtree (when?) 1849 Reg BK L Pg 213 27 JAN 1851	66
50	⑦	HIRAM U acquire 50 over from Keelon Williams on North Fork of LSF 25 FEB 1843 (originally a Land Grant to Keelon Williams 1 MAY 1822 BK M Pg 51)	66
100	⑧	JOHN U acquire 100 over from Nicholas Kerastan on LSF BK D Pg 478	67
50	⑨	JOSEPH U acquire (GRANT?) 50 over on Rattens Fork, Wayne Co, KY 1815	67
-	⑩	SILAS U sell 50 over to Richard Bassier on LSF. Deed 28 NOV 1865, Reg 27 NOV 1865 and on 15 JUN 1866	68

- 40 ⑪ Hiram U acq[ui]res 40 ac[re]s from 70
 Joseph Crabtree on LSF deed 10 OCT
 1856 Reg BK D Pg 89 27 JUN 1859
 (originally patented 30 OCT 1857 ??)
- ⑫ Hiram U sells two tracts to
 John Hart on LSF BK M Pg 473
 Reg SEP 1862

610 Ac[re]s.

UPCHURCH STORY

GEORGE UPCHURCH FAMILY

George and Rachel Upchurch were settled on the land at Little South Fork in Wayne Co. KY by 1814. George, one of the sons of Michael Upchurch (3), had moved on for the last time. He was of the fifth Generation of Upchurches in America. His friends and neighbors on the LSF with the dates of their land patents were: Wm. Bell 1814; Jacob Bertram, 1815; Isaac Cooper, 1815; Azariah Denney, 1814; Fleming Gregory, 1813; Miles Keeton, 1815; John Parmley, 1810 and George Upchurch, 1814.

Children of George Upchurch :

- 1 Lydia Upchurch born about 1782 in VA, died about 1848 md Jefferson Dishman d about 1847. Jeffery Dishman was counted on the census of Wayne Co. KY in 1820. He lists his wife, age 26-45 years; himself as 45 or up; Two persons, ages 45 up were with them, possibly the parents of Jefferson Dishman. He bought land in Wayne: "Jeptha Dishman buys from Abraham Van Winkle 50 acres in Sandy Valley on Otter Creek. Wit: Moses and Archibald Dishman. 3-24-1836 recorded Bk H 2, page 429 on 4-15-1836. This is the same land that Jefferson sold to Moses Dishman on 10-7-1842. The taxes must not have been paid for the land was sold on the courthouse steps. a deed reads: Jefferson Dishman, my late husband, sold 10-7-1842, fifty acres; now I, Lydia Dizmonz, sell to Moses Dishman. Lydia Dizmonz, her mark. Another deed made by John Upchurch restores the land to Lydia who then was able to deed it to Moses Dishman, for whom Jefferson had intended it: John Upchurch to Lydia Dishman and her three children, minor heirs, Catherine, Jane, and Jefferson T. Dishman, on waters of Otter Creek, being part of the land that was sold by the sheriff at the Courthouse door in favor of Thomas Jones and against Jefferson Dishman and bought by Micajah Phillips-transferred to John Upchurch on 22 of February, 1847. Three months later Lydia had transferred the land to Moses Dishman.
- 2 Shadrack Upchurch b 1784 VA died about 1863. md Ruth...b 1784 NC died March, 1860. The Federal Death List for 1860 lists her age as 76, cause of death "old age". Shadrack bought land on LSF and was near his parents throughout their lifetime. Shadrack bought land for \$10. by purchasing a warrant for 50 acres in the land distribution act passed in 1815 by KY: Upchurch, Chadrick 50 A. BK M page 49 on 4-10-1822 Wayne County on Muddy Fork of South Fork. It was Shadrack who bought the land from the heirs of George Upchurch when George's estate was settled. On the 1850 Wayne Census he had a daughter Rachel, at home and a son, Joseph. In 1860 after the death of Ruth in March, he was at home with a daughter and granddaughter looking after him. Shadrack and Ruth reared a large family on the LSF. Houses were built along the ridge above the river. Later the settlement was to be known as Mount Pisgah, Kentucky.

GEORGE UPCHURCH FAMILY

- 3 Thomas Upchurch born ca 1788 VA died prior to 10-24-1855. He did not marry. On 12-17-1832 he has a land grant from the "Grants West of the Tennessee River" of 120 acres. On 3-10-1829 Miles Keeton and Rebecca his wife sell to Thomas Upchurch 100 acres of land for \$500 on head waters of Little South Fork. Reg. 9-22-1829. Bk E-113. No date on this deed, recorded in Bk M 208 places it before 1854: Roswell Marsh sells to Thomas Upchurch for \$10 fifty acres on LSF head waters. Wit: James Upchurch, William Chriswell. Thomas' last land deal was made in 1849 reg. Bk L-213 1-27-1851; James Crabtree sells to Thomas Upchurch for \$1100 fifty acres. Wit: John W. Marion and Washington Young.
- Thomas usually had one of his brother's sons helping on the farm. He left a will, written 5-18-1853 Proved 10-24-1855: Brother John, brother Joseph, nephew Silas Upchurch, nephew Archibald Dishman, nephew Joseph Dishman, niece Sinah Brown, balance of estate to be divided between brothers Shadrack and Moses. Exec. brother, John Upchurch. Wit: Joel Keeton, Cyrus Keeton, W.G. Redmond. Signed, Thomas Upchurch.
- 4 Moses Upchurch born 1790 NC probable in Iredell County. He died about 1859. Moses did not apply for a land grant in KY. In 1820 he was still in Iredell Co. NC. In 1838, Jan. 25, Deed Bk D-343, John Upchurch sells to Moses Upchurch for \$200 75 acres on Otter Creek. Reg. 4-12-1838. Moses md Catherine (Katie) Barker in NC. She was the daughter of either John Barker or Solomon Barker of Iredell Co. NC. Moses and his brother Shadrack followed the family names in naming their children. Each had a son George; a son Thomas; Moses had a son Shadrack, Shadrack had a son Moses. No daughter Rachel was found for Moses, the dau Rachel of Shadrack was with him on the 1850 Census. Katie Barker was born in 1795 VA. She was with her son John after Moses died.
- 5 The 1790 Census of Iredell Co. for George Upchurch carried two tally marks for two females; one wife, one daughter. So, the earliest date for the next daughter's birth had to be 1792, for Moses was born in 1790. Her name has not been found. It is almost sure to be Rachel, after her mother. There were only two daughters. To identify this daughter, she will be known as 'Rachel'. It may be that someone will have her given name recorded, in some place. 'Rachel' Upchurch, born ca 1792 died early in her married life. She married Keeling Williams who possibly is the progenitor of the Williams families of Wolf River. Keeling, also called Keeton, Kelon, and Keeland. Keelon Williams received a land grant for 50 acres of land on the North Fork of the LSF 5-1-1822, Bk M p51. The land was sold to Hiram Upchurch on 2-25-1843 for \$100. In 1839 Keeling bought land on Beaver Creek (Bk 4-532). 'Rachel' died sometime before 1844. Keeling Williams m 5-18-1845 Dorothy McClendon. The land on Beaver Creek was sold to George Upchurch for \$12.50 9-24-1846. The deed was signed by Keelon Williams and Dorothy Williams, his wife. If his first wife's name had been included on the deed where he sold their share of her father's land to Shadrack Upchurch, we would know her first name. John Williams on the 1850 Census of Fentress Co.

LSF?

GEORGE UPCHURCH FAMILY

seems to be a brother of Keeling Williams. John Williams, b ca 1794 married 3-20-1817 Lavina Bertram dau of Jacob Bertram. Keeling was born ca 1792. In 1850 George Upchurch was making his home with John and Lavina Williams. George was a son of Moses Upchurch who was a brother of 'Rachel's.

Diligent search has not found sons of Keeling Williams, although there is a listing for Keeling on the Census of Overton Co. TN in 1820 of two males under ten years of age. There is also an 1820 Census of Wayne Co. KY on which he lists 3 females between 10 and 16 years. The 1830 Fentress Co. TN Census: Keeland Williams 1 male 30-40; 1f between 30 and 40; 2f 10-15; 3f 5-10; 2f under 5 years of age. So it seems that 'Rachel and Keeland Williams had at least seven daus, only two of them are identified.

- 6 John Upchurch was born about 1799 in North Carolina. He died prior to 23 June, 1873, when his will was proved. John md Sarah Bertram, daughter of Nicholas Bertram. He was 73 years old when he died. John had many land dealings, taking care of his children and looking out for those less fortunate. He had a strong sense of family pride and loyalty. Here are some of his land deeds:

John and Sally Dearing sell to John Upchurch ...land on Otter Creek October 11, 1828 recorded 3-18-1844 Bk J-283.

Nicholas Kenaston and wife Katie Kenaston of Fentress County sell to John Upchurch for \$150..100 acres on LSF. Bk D 478.

John Upchurch to Moses Upchurch 75 A. Otter Creek. 1-25-1838 G-343. The 1850 Census of Wayne Co. KY and the will of John Upchurch gives a record of the family. In 1850 Nicholas Bertram was making his home with John and Sarah. John's will written in 1868 names the married daughters. His will was proved 6-23-1873.

- 7 Joseph Upchurch born 8-10-1800 NC died ca 1865. Joseph m 3-2-1823 Jane Crouch. At an early age, Joseph began acquiring land, most of which fell into Tennessee later. He bought 50 acres on Rotten's Fork in Wayne County KY for \$10, part of the Kentucky Land Act, passed in the year 1815, called the Land Distribution Act. This Act offered land for \$20 per 100 acres. This part of KY fell into TN in 1823 and Joseph became known as Tennessee Joe. The year also happened to coincide with the year of his marriage. Joseph Upchurch was a fair minded citizen of Fentress County and a kind father and husband. He was public spirited and was soon called for civic duty. He served on juries, was a Justice of the Peace, his name on many of the marriages of Fentress County gave those marriages a head start. The Upchurch Cemetery at Pall Mall was set aside by Joseph. One of the graves in the center of the cemetery is the grave of Joseph Upchurch. A simple rock, uninscribed, marks his grave. This land is his land and ever shall be.

- Appreciation and thanks is due the following: Willard Rouse Jillson for THE KENTUCKY LAND GRANTS Part 1, Genealogical Publishing Co. Inc .
- Wayne Co. Court House, Monticello, KY for land deeds copied there.
- Ruble Upchurch of Jamestown, TN for information pertaining to Joseph .
- The State Census records at the State Library, Nashville, TN.

GEORGE UPCHURCH FAMILY

Grants in County Court Orders

Upchurch first name and date of Grant, Watercourse.

		<u>(Some) Related Families in Wayne</u>	
Moses, Jr	1844 Otter Crk.	Carter, William	1845 Beaver
Thomas	1844 LSF	"	Braxton 1847 Beaver
Shadrack	1843 LSF	"	William 1847 Beaver
Hiram	1844 LSF	"	William 1850 Beaver
George	1846 Beaver Crk,	"	William 1850 Beaver
Thomas	1846 LSF	"	Vincent 1852 Ill Will Ck.*
Shad	1846 None	"	Joshua 1852 Wolf R. *
Silas	1846 LSF	"	J.H. 1852 Otter
John	1847 Otter Crk.	"	James H. 1854 Otter
George	1848 Beaver Ck.	"	Emanuel 1852 Otter
Moses	1847 Otter Ck.	"	William 1855 Beaver
Moses	1848 Otter	"	William 1855 Otter
John	1849 Otter	"	Colonel 1892 None
Moses	1851 Beaver	"	Marcus 1899 Otter
John	1852 Otter	"	Colonel 1903 Otter
Granville	1837 Otter	"	Dr. O.M. 1924 Dry Fork
Hiram	1856 LSF	Denney	Jerre 1846 LSF
Moses	1859 Beaver	"	Jackson 1847 Big Sinking Cr.
Silas	1859 Beaver	"	James 1847 Turkey Ck.
Hiram	1866 Otter	"	Rubin &
Thomas	1868 Otter	"	Thomas 1848 Turkey Ck.
W. A.	1883 Elk Sp. Valley	"	John 1851 Otter
H.C.	1883 Otter	"	William 1851 LSF
H.A.	1883 Otter	"	John 1851 Otter
John L.	1890 Otter	"	John 1856 Otter
Hiram	1890 Otter	"	Jas & T 1856 Big Sinking Cr.
Shadrick	1890 Otter	"	Jackson 1856 Big Sinking
Moses	1891 Otter	"	Jerry &
Moses	1892 Otter	"	George 1859 Turkey Cr.
W.C.	1892 Otter	Dishman	Moses 1845 Otter
J.O. & Moses	1893 Otter	"	Joseph 1849 Beaver
J.W.	1898 Otter	"	Lydia 1849 Otter
Ahial	1899 Sewell Mtn.*	"	Burrel 1849 Otter
Ahial	1903 Claer Fork *	"	Joseph 1857 Otter
J.O.	1892 Otter	"	John 1882 Otter
S.A.	1902 Otter	"	John 1890 Beaver
Frank	1904 Otter	"	Silas 1892 None
Hiram	1857 LSF	"	Calvin 1892 Otter
W.C.	1905 Otter	"	B.T. 1893 Otter
Thomas	1866 Otter	"	B.F. 1903 Otter
Moses	1921 Beaver	"	

*Clinton County

-Kentucky Land Grants, Part 2 by Willard Rouse Jillson published by Genealogical Publishing Co. 1971. Copied by permission of Publisher.
 -Not all of the related names in County Court Orders were counted; not all who were counted are related.

GEORGE UPCHURCH FAMILY

LYDIA DISHMAN FAMILY (1)

- 1a Sinah Dishman b ca 1805 NC died ...md Riley Brown b 1824 d 1857 son of Abraham Brown. Both bur Lowe Cem near Slickford, KY.
- ?a Archibald Dishman b 12-18-1806 d 6-22-1879 md Jane Cooper b 1804 died 7-4-1879 both bur Davidson Cem in Fentress Co. TN.
- 3a Mark Dishman b 1810 NC md Serilda Martha Smith dau William and Mary Smith.
- 4a Joseph Dishman b 1812 d 11-8-1903 md Millie Williams b 1818. Bur Jos., Dishman Cem. near Slickford, KY.
- 5a Moses Dishman b 1817 md Millie Upchurch dau of Moses and Catherine (Barker) Upchurch. Moses bought land on Otter Creek and by May, of 1847 had 200 acres on Otter Creek.
- 6a Burrell Tremont Dishman b 10-27-1820 d 5-23-1901 m 11-22-1843 Nancy Upchurch, dau of John and Sarah (Bertram) Upchurch. 'Burl' also had land on Otter Creek.

(In the deed made by John Upchurch to Lydia Dishman, he mentioned "Children of Lydia, minor heirs as Catherine, Jane and Jefferson Dishman." They do not seem to be children of Lydia and Jefferson; they must be children of Archibald Dishman).

SHADRACK UPCHURCH FAMILY (2)

- 7a Silas Upchurch b 8-18-1806 NC died about 1874 bur Dishman Cem. md 1 Nancy Crouch, sister of Jane Crouch, wife of Joseph. Two sons were born to them. Nancy left her family while the boys were small, took passage with a caravan going west to Missouri. She was not heard from again. One of the boys was reared by his uncle Billy Crouch in Fentress Co. Silas m (2) Nancy Mason Upchurch, called Mason, born 4-20-1816 and died in 1863. Mason reared the first born son of Silas and Nancy with her own family. In their first years of marriage, Silas and Mason lived in a house on the ridge, above the Cumberland, near his father. Mason was able to cope with all the hazards of pioneer living. One day a panther chased the dog around the house. Mason was alone at the time, realized she must do something or the dog would be overtaken. She waited until the dog was coming around the house near the door and opened the door. The dog seeing the open door, dashed inside and Mason quickly slammed the door.
- In 1865, they sold the land on the LSF. They were either in their new home on Otter Creek, or preparing to move. The deed, written November 28, 1865 read: Silas Upchurch and Nancy M. his wife, of Wayne County, sell to Richard Barrier in consideration of \$20 a parcel of land, 50 acres on LSF, bounded..Southeast 100 poles to the Chimney Rock..James Crabtree corner..Miles Keeton tract..including the Dobbs place. Signed Silas Upchurch his mark, Nancy M. Upchurch her mark. Reg. 27 Nov. 1865 and afterward, on 15 June 1866 was fully acknowledged by Nancy M. Upchurch, his wife to be her will and deed. Mason quickly adapted to the new home. Her services

LSF
Branch ? ←

GEORGE UPCHURCH FAMILY

were available as midwife when needed. At least one gentleman carried the middle name of Mason in her honor. Both Silas and Mason were called upon to testify at the trial of the Confederate Guerilla, Champ Ferguson. An account of the encounter with the men of Champ Ferguson is recalled vividly by their grandson as it was told to him. Silas and Mason were on the way across the hills to make soap. They were carrying the tubs and other utensils on their heads. With them were a son, Moses; his brother Joe, and a neighbor. A large group, on horseback, overtook them and called them to halt. Orphe Williams and a negro man called Granville was with Silas, they had been going in the same direction and just came along with them. That was when they shot and killed Orphe and stabbed Granville to death. (A full account of their testimony at the trial is in the book Champ Ferguson by Thurman Sensing.)

- 8 **George Upchurch** b 1810 NC md (1) Louisa...They had two sons. After the death of Louisa, George md (2) 4-11-1856 Mary Ann Crabtree, dau of William and Mary Crabtree of Fentress Co. TN.
- 9 **Moses Upchurch** b 7-4-1815 d 10-10-1881 md Temperance Williams born August 5, 1825 d Jan. 20, 1888. Both bur Bethesda Cem. near Monticello, KY. Millie was the sister of Orphe (Theophilus)Williams. A descendant of 'Tempy' said the relatives of his grandmother lived over in Tennessee near or on Wolf River and that he had visited them not too long ago. Another descendant, Avery (Ard) Upchurch, was about 12 years old in 1863 and told that Champ Ferguson shot Tempy's brother in the presence of Moses Upchurch. She also said the family lost riding horses, saddles and harness to the raiders.
- 10 **Preston Upchurch** b 1817 NC md Nancy...b 1815 VA. They were on the Census of Wayne Co. in 1850, an 1851 Tax list reported they had "moved to Cumberland". Not found in Cumberland Co. Ky.
- 11 **Louisa Upchurch** b ca 1818
- 12 **Rebecca Upchurch** b ca 1820
- 13 **John Upchurch** b 1823 (called Jonathon) died during the Civil War. He m 2-25-1841 Winifred Sloan b 12-3-1821 d 3-22-1906, She is bur at Alexander Cem. in Monticello. A marker reads; Winnie F. Sloan wife of John J. Upchurch. John was taken prisoner in the war; it is not known which side he fought for. The Army told him to go home they had no facilities to care for ill soldiers. It was during the winter, snow was on the ground. John walked all night to get home. When he arrived home he asked Winnie to make him a pallet on the floor, in front of the fireplace so that he could take the chill off his bones. She did as requested and that is where he died, a casualty of the war. He was buried on the farm where they lived. The farm was sold and different tenants occupied the farm. Upon inquiry if the garve of Johnathan Upchurch might be visited, the answer came back that someone, sometime, had removed the marker and the grave could not be found. Winnie's parents were Reuben and Mary (Keeton) Sloan. Reuben was killed in his own doorway by Champ Ferguson while he was begging them not to take his horses.

GEORGE UPCHURCH FAMILY

- 14 Hiram Upchurch b Sep. 1824 d 2-11-1906 md Celia Morris b 9-19-1827 died 10-11-1914. Hiram started buying land in LSF in 1856, according to a deed made 10-1-1856 reg. 0-89 6-27-1859: Hiram Upchurch buys from Joseph and Elizabeth Crabtree, 40 A. LSF land patented 30 October 1857. Bk N-297 Hiram buys from John and Delia Littrell for the sum of \$835 one-half of tract of land on Beaver Creek patented by Roswell Marsh and deeded to George Upchurch July, 1847 Reg. date of 7-10-1857. Bk M-473 Hiram Upchurch to John Hurt for \$250 two tracts of land on LSF. Reg, Sep. 1862.
- 15 Rachel Upchurch b ca 1826 KY md James J. Piercy.
- 16 Joseph Upchurch, youngest child of Shadrack and Ruth, born 1829 md Sarah Bunch b 1830.

MOSES UPCHURCH FAMILY (4)

- 17 Thomas Upchurch b 1815 NC md (1) Sophia Prewitt b 1815 d 2-8-1852 daughter of Samuel and Elizabeth Prewitt. Thomas m(2) Mary Grimes nee Marsh, thought to be a sister of David Marsh.
- 18 Nancy Mason Upchurch b 4-20-1816 died about 1883 KY. md Silas Upchurch.
- 19 Millie Upchurch b ca 1817 NC md Moses Dishman b ca 1817 NC son of Jefferson and Lydia (Upchurch) Dishman.
- 20 Margaret Upchurch b 1819
- 21 Babe Upchurch b ca 1821
- 22 Mary (Polly) Upchurch b 1825 md Elias Prewitt b 1822 son of Samuel and Elizabeth Prewitt.
- 23 Lucinda Upchurch b 1827 KY md 9-19-1844 Miles Prewitt b 1825 NC.
- 24 George Washington Upchurch b ca 1829 KY md Sarah J...b ca 1837 TN. George was with the John Williams family in 1850 when the census was taken in Fentress Co. TN. John Williams seems to be a brother of Keeling Williams. His wife Lydia and Moses, father of George, were brother and sister. In 1860 George is head of his own house on the Fentress Census. In January, 1859, George began disposing of his property, getting ready to go elsewhere. He sold some town lots to Jeremiah Smith which included the lots where 'George W. Upchurch now lives'. A deed made in Jan., 1860 seems to be the last deed. He migrated with his family to parts unknown.
- 25 Shadrack Thomas Upchurch b 1831 KY d ca 1900 in MO. md 1851 Louisa Jane Craig b 1828 KY. They were md by Calvin Smith of Fentress, TN Shadrack served in the Civil War, Union Army from 10-19-1863 to 15 September, 1865, Co. I, 39th KY Regt. His application for a pension was made in Douglas Co. MO where he and brother John were before 1880.
- 26 John Upchurch b 1834 KY md Louisa Woods dau of John Woods. They migrated to Missouri with Shadrack after the 1870 census was taken. Catherine, widow of Moses, was making her home with John in 1860. John and Louisa with their children were in Douglas Co. MO in the town of Ava which is near Springfield, MO. Descendants are living today in Ava and Springfield.

From my standpoint it would be best if you located, copied and sent the documents to me. However, I can write for the documents if that works best and if you provide details on how I would proceed to order. Although, I am interested in the location of tracts of land as mentioned the documents will probably also be helpful to me in a more general genealogical sense.

To facilitate your search I include herewith a copy of my 9 Page 13 Item Profile on George U b 1757. I have highlighted the portions which seem to bear upon our U-LSF-1800's Project as described in paragraph two of this letter.

An Upchurch Cemetery is located on the lands of present day owner MILTON ROBERTS - on the headwaters of the LSF. Milton took us to this cemetery on 25 JUL 1999 and we saw the monument for RUTHY UPCHURCH, wife of Shadrach Upchurch b 1784. Milton owns 1400 acres in this area which he bought a few years ago. It seems likely that his land embraces part of the Upchurch tracts of the 1800 era. I suppose Plan B for our U-LSF-1800's Project could be to start with a description of Milton's Purchase and work backward.

Here is a sketch of the fine Upchurch family members I think would have owned land on the LSF in the 1800's with approximate birth & death dates

I. George U 1757-1830

A. Shadrack U 1784-1863

1. Silas U 1806-1874

2. Hiram U 1824-1906

B. Thomas U 1788-1855

If this is not a workable project for you you can just return my check. I hope you can proceed. If, after you have expended the \$25, you think there is more useful work to do on the U-LSF-1800's project you can let me know the scope and estimated cost and we will see if more resources can be found.

Thank you for your consideration

Sincerely yours
☺ Phil Upchurch
{ROBERT PRIZZIA UPCHURCH}

6.94
 - 5.00 1 hour
 - 75¢ copies x 3
 finished 25.00

JACQUELINE

DAFFRON

" your genea- logical helper"

JACQUELINE C. SEXTON
 Post Office Box 641
 Monticello, Kentucky 42633



Jacqueline C. Sexton
 815 N. Main St.
 Monticello, Ky 42633

Date: 10 September 1999
 Inquiry: Upchurch

I have finished the index of Upchurch receiving land in the 1800's Books R, S, T, U, V, W, X, Y, Z. The following are the only Little South Fork deeds.

<u>Grantor</u>	<u>From</u>	<u>Date</u>	<u>Book</u>	<u>Page</u>
Hiram Upchurch	Thomas Upchurch	10/7/1868	(R)	88
\$ 20.00 parcel 200 acres on L.S.F.				
Shadrack ^{M.} Upchurch	Nathan Mendeth	9/4/1875	(V)	53
\$ 150.00 for parcel of 60 acres				
Moses Upchurch	David Baker + others	9/22/1883	(V)	494
Settlement of Estate - I'm sending you copy of				
Hiram Upchurch	Elijah Williams	4/26/1889	(X)	19
Running of Conditional Line on a 200 Acre Survey originally made by Thomas Upchurch L.S.F.				

I've also included Milton Roberts Deed, when you decide which deeds you would like to have copies of you will probably be del to

6.94
 - 5.00 1 hour
 - 75¢ copies x 3
 finished 25.00

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\$ 20.00 parcel 200 acres or L.S.F.				
Shadrack ^M Upchurch	Nathan Meindeth	9/4/1875	(V)	53
\$ 150.00 for parcel of 60 acres				
Moses Upchurch	David Baker + others	9/2/1883	(V)	494
Settlement of Estate - I'm sending you copy of				
Hiram Upchurch	Elijah Williams	9/26/1889	(X)	19
Running of Conditional Line on a 200 Acre Survey originally made by Thomas Upchurch L.S.F.				

I've also included Milton Roberts Deed, when you decide which deeds you would like to have copies of you will probably be able to compare descriptions & find what you're needing. The Roberts land lies between Patton Creek & Kerton Creek at the head of the waters of the L.S.F. of the Cumberland.

Will wait until I hear from you again!

"They who take no pride in the noble achievements of remote ancestors, will never achieve anything worthy to be remembered by remote descendants"
 Macaulay

Jcku

This Indenture made and entered into this 22^d day of September
 1883 between David Booku and Martha his wife of the County of
 Cumberland and State of Kentucky and John Hines and Vina Hines
 of the County of Centre and State of Tennessee James Surrency and
 Abby his wife of the County of Wayne and State of Ky, of the first
 part and Richard Parrier and Moses Upchurch of the County
 of Wayne and State of Ky, of the other part Witnesseth; that the
 party of the first part both for and in Consideration of the sum
 of Twenty Five dollars to them in hand paid by the party of the
 second part the receipt of which is hereby acknowledged hath
 bargained sold and by these presents doth grant bargain sell and
 release unto the party of the second part all our downable
 interests in all the lands owned by Shadrack Upchurch Sr, on
 the head waters of the little South fork Wayne Co. Ky it being
 our undivided one eighth part of said lands the title to the
 aforesaid interest we will forever warrant and defend unto
 the party of the second part and their heirs

In Testimony Whereof we have

Recourts set our hands and seal the day and date above written

attest
C. L. Molsapple

John x Hines
 Vina x Hines
 R. M. Booku
 Martha ^{his} Booku

State of Kentucky }
 County of Wayne } Cert:

J. J. Sheppard Clerk of the County Court in
 and for the County aforesaid Certify that the foregoing deed of
 Conveyance from John Hines and Vina Hines his wife to Richard
 Parrier and Moses Upchurch was on the 22^d day of September 1883
 produced to me in said County and acknowledged before me
 by John Hines Vina Hines his wife parties grantors thereto to be the
 act and deed

this 22^d day of Sept 1883

J. J. Sheppard, Clerk
 By J. M. Shoemaker A. C.

State of Kentucky }
 County of Centre } Cert:

J. C. R. Purging Clerk of the County Court within and
 for said County and State do Certify that the foregoing deed from D. M.

D E E D

299

6.) THIS DEED OF CONVEYANCE made and entered into by and between CURTIS UPCHURCH and his wife, BRENDA UPCHURCH of 3089 North County Line Road, 800 East, Milan, Indiana 47031, parties of the first part, (hereinafter referred to as GRANTORS): and DORIS ROBERTS of 222 East Evelyn Avenue, Monticello, Wayne County, Kentucky 42633, party of the second part, (hereinafter referred to as GRANTEE):

W I T N E S S E T H:

THAT THE GRANTORS for and in consideration of the sum of SIXTY THOUSAND DOLLARS (\$60,000.00), cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, have this day bargained and sold and do by this instrument of writing grant, transfer, set over and convey unto the GRANTEE, DORIS ROBERTS, her heirs and assigns, a certain tract or parcel of land located and being in Wayne County, Kentucky on the Waters of the Little South Fork and bounded and described as follows, to-wit:

BEGINNING at a cedar on the west side of the State Highway and running thence S 32 degrees 20' E 539 ft. to a stake; thence S 28 deg. 12' 48" E 557.90 ft.; thence S 29 deg. 57' 42" E 339.50 ft to a stake; still said right of way S 18 deg. 20' 16" E 446.40 ft. to a stake; thence still said Highway S 17 deg. 15' 10" E 290 ft. to a stake; thence S 36 deg. 45' 49" E 349.80 ft. to a stake at the Blevins' Hollow road; thence S 22 deg. 10' 18" E 190.92 ft. to a fence corner at said Blevins hollow road; thence with the same S 53 deg. 53' 43" W 729.31 ft. to a stake at the Cemetery; thence S 11 deg. 09' 13" W 23.47 ft. to a stake; thence still said road and fence S 54 deg. 10' 33" W 804.62 ft. to a fence corner; thence leaving said road and with the fence line N 32 deg. 37' 30" W 512.30 ft.; thence N 21 deg. 53' 58" W 431.23 ft.; thence N 31 deg. 52' 08" W 234.06 ft.; thence N 32 deg. 22' 52" W 91.98 ft. to the corner old rail fence; thence S 60 deg. 44' 54" W 54.26 ft. to old rail fence corner; thence N 29 deg. 45' 35" W 242.15 ft. to a stake; thence N 35 deg. 03' 06" W 245.65 ft. to a hickory; thence with the fence line N 12 deg. 37' 01" E 362.72 ft.; thence still the fence line; N 5 deg. 29' 50" E 130.08 ft.; thence N 9 deg. 41' 58" E 256.77 ft. to a stake; thence N 32 deg. 55' 47" E 59.16 ft. to a walnut and water gap; thence N 46 deg. 28' 22" W 70.16 ft. to a stake; thence

D E E D

299

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W I T N E S S E T H:

THAT THE GRANTORS for and in consideration of the sum of SIXTY THOUSAND DOLLARS (\$60,000.00), cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, have this day bargained and sold and do by this instrument of writing grant, transfer, set over and convey unto the GRANTEE, DORIS ROBERTS, her heirs and assigns, a certain tract or parcel of land located and being in Wayne County, Kentucky on the Waters of the Little South Fork and bounded and described as follows, to-wit:

BEGINNING at a cedar on the west side of the State Highway and running thence S 32 degrees 20' E 539 ft. to a stake; thence S 28 deg. 12' 48" E 557.90 ft.; thence S 29 deg. 57' 42" E 339.50 ft to a stake; still said right of way S 18 deg. 20' 16" E 446.40 ft. to a stake; thence still said Highway S 17 deg. 15' 10" E 290 ft. to a stake; thence S 36 deg. 45' 49" E 349.80 ft. to a stake at the Blevins' Hollow road; thence S 22 deg. 10' 18" E 190.92 ft. to a fence corner at said Blevins hollow road; thence with the same S 53 deg. 53' 43" W 729.31 ft. to a stake at the Cemetery; thence S 11 deg. 09' 13" W 23.47 ft. to a stake; thence still said road and fence S 54 deg. 10' 33" W 804.62 ft. to a fence corner; thence leaving said road and with the fence line N 32 deg. 37' 30" W 512.30 ft.; thence N 21 deg. 53' 58" W 431.23 ft.; thence N 31 deg. 52' 08" W 234.06 ft.; thence N 32 deg. 22' 52" W 91.98 ft. to the corner old rail fence; thence S 60 deg. 44' 54" W 54.26 ft. to old rail fence corner; thence N 29 deg. 45' 35" W 242.15 ft. to a stake; thence N 35 deg. 03' 06" W 245.65 ft. to a hickory; thence with the fence line N 12 deg. 37' 01" E 362.72 ft.; thence still the fence line; N 5 deg. 29' 50" E 130.08 ft.; thence N 9 deg. 41' 58" E 256.77 ft. to a stake; thence N 32 deg. 55' 47" E 59.16 ft. to a walnut and water gap; thence N 46 deg. 38' 23" W 70.16 ft. to a stake; thence N 74 deg. 47' W 116.47 ft. to a stake in fence line; thence with fence line N 45 deg. 03' 04" W 173.60 ft.; thence still fence line N 40 deg. 35' 38" W 93.71 ft.; thence N 41 deg. 39' 42" W 235.86 ft.; thence N 12 deg. 10' 33" W 212.96 ft. to a pine; thence N 70 deg. 33' 59" E 457.94 feet to a fence corner; thence N 29 deg. 11' 58" W 107.41 ft. to a fence corner; thence N 66 deg. 37' 11" E 293.76 ft. with fence line; thence N 87 deg. 56' 41" E still said fence line, 668.40 feet to a cedar at the Highway right of way, the place of beginning. Containing

104.75 acres, more or less.

300

BEING the same land conveyed to Curtis Upchurch, et ux, by Jim Deal, et ux, by deed dated May 23, 1990 and of record in Deed Book 213 at Page 307 in the Wayne County Court Clerk's Office.

First parties further convey all of their right, title and interest in and to the timber and tobacco base pertaining to this property and any and all oil, gas and mineral interests they may own.

GRANTORS to pay and assume the 1992 real estate taxes.

~~Possession to be given on or before 30 days from the date of this deed.~~

The parties hereto state that the consideration reflected in this deed is the full consideration paid for the property. The Grantee is joining in this deed for the sole purpose of certifying the consideration pursuant to KRS 382.135. We further certify our understanding that falsification of the stated consideration or sale price of the property is a Class D Felony, subject to 1 to 5 years imprisonment and fines up to \$10,000.00.

TO HAVE AND TO HOLD the said land hereinabove described, together with all appurtenances and improvements thereunto belonging unto the GRANTEE, her heirs and assigns forever, subject to any easements, restrictions and reservations of record, with covenant of general warranty of title.

IN WITNESS WHEREOF, the GRANTORS and the GRANTEE have hereunto subscribed their names, this 15th day of December, 1992.

GRANTORS:

Curtis Upchurch
CURTIS UPCHURCH

Brenda Upchurch
BRENDA UPCHURCH

GRANTEE:

Doris Roberts
DORIS ROBERTS

STATE OF KENTUCKY

COUNTY OF WAYNE

The foregoing Deed and Consideration/Value Certificate was signed, acknowledged, subscribed and sworn to before me by the Grantors, CURTIS UPCHURCH and his wife, BRENDA UPCHURCH, on this

JACQUELINE

DAFFRON

"your genealogical helper"

REC'D
13 SEP 1999



JACQUELINE C. SEXTON
Post Office Box 641
Monticello, Kentucky 42633

Date: 10 September 1999

Inquiry: Upchurch

Phil - I had not heard back from you in regards to where you wanted to go from the listings of Upchurch land grants in Little South Fork. So I thought I would run the 1800's out listing for you the additional acquired lands by Upchurches on the Little South Fork. In order to pick out the transactions that required reading over the deed descriptions for location. On none I picked up today did I see any reference to the term U-LSF-1800 Project. I am not familiar with this term so if you choose to have me go through Upchurch sales of lands in the 1800's you need to make me more clear to what I'm looking for. Any of the following deeds you would want a copy of just identify them by Book & Page and I can do at 25¢ per copy.

Here goes: These are only L.S.F. deeds

<u>Grantee</u>	<u>From</u>	<u>Date</u>	<u>Book</u>	<u>Page</u>
John Upchurch 100 Acres on LSF for sum of 150 ⁰⁰	Nicholas Kenatson	9/8/1828	D	478
Pd for by Sheltrack deed made to Silas Upchurch 90 acres Middle Fork of the L.S.F. for 80 ⁰⁰	Cornelius Bertram	23 Mar 1829	E	27
Thos. Upchurch 100 Acres Head of L.S.F. 5500 ⁰⁰	Miles Keeton	10 Mar 1829	E	113
Silas Upchurch 50 Acres Head of the L.S.F. 560 ⁰⁰ Grant received in 1766	James Keeton	13 Aug 1830	E	294

"They who take no pride in the noble achievements of remote ancestors, will never achieve anything worthy to be remembered by remote descendants"
Macaulay

post to 1801
sale of these lands?

or Do you just want subsequently acquired lands?

will hold off until you tell me which route you want me to go.

Thanks Jackie Oghu

"They who take no pride in the noble achievements of remote ancestors, will never achieve anything worthy to be remembered by remote descendants"
Macaulay

Witness my hand this 10th day of February 1832

John L. Harrison Clerk

Commonwealth of Kentucky Wayne County
The foregoing Mortgage from John L. Harrison to Miss
Suzanna Wagon the 10th day of February 1832 produced to
me in my office by the said Suzanna and acknowledged by the
said John L. Harrison to be his act & deed for the purposes herein
mentioned Witness my hand this 10th day of February 1832
John L. Harrison Clerk

Kentucky State Wayne County
Know all men by these presents that we Thomas Lephurch
and Elias Lephurch of John Lephurch & Joseph Lephurch &
Lepta Robinson and Keeling Williams of the County & State aforesaid
do hereby give grant bargain and convey unto Shadrach Lephurch
of the County and State aforesaid this his assigns forever
all that tract or parcel of land situated lying and being in the
County of Wayne Kentucky State on the little South side of
Cumberland River containing 100 Acs, which is bounded
as follows to wit Beginning at Miles Keelers second corner
a white Oak running thence S 62° W 120 poles to a white

Lephurch
& others
to Shadrach
Lephurch
1832

to a Birch and white Oak thence N 120° W 120 poles to a large Walnut
and Sugar tree thence South 60 East 110 poles to a stake binding on
Keelers line thence to the Beginning the Grant bearing date the 12th
day of October 1824 to have and to hold the said granted premises
granted and bargain premises with the privilege & appurtenances
thereof to the said Shadrach Lephurch his heirs & assigns to them their
heirs & assigns forever & we the said Thomas Lephurch and Elias Lephurch
& John Lephurch & Lepta Robinson & Keeling Williams
for ourselves our heirs Executors Administrators do covenant with the
said Shadrach Lephurch his heirs & assigns that we are lawfully seized
in fee of the premises that they are free of all incumbrances that we
have good title to sell and convey the same to the said Shadrach Lephurch
to hold as aforesaid that we will warrant & defend the same to the said
Shadrach Lephurch his heirs & assigns forever against the lawful claims
and demands of all persons in Whomsoever we have hereto set our
hands & seals this 18th day of August 1831

Attest
Moses Lephurch

Lepta his Distinct
Keeling his Distinct
Moses his Distinct
John his Distinct
The his Distinct
E. Lephurch his Distinct

JACQUELINE

DAFFRON

"your genealogical helper"

JACQUELINE C. SEXTON
Post Office Box 504
Monticello, Kentucky 42633

RECD
9 AUG
1999

Jacqueline C. Daffron
815 N. Main
Monticello, Ky 42633



Date: 5 August 1999

Inquiry: Upchurch - Little South Fork Parcel

Hi - Today I reached your inquiry in my stack. To see if I'm understanding what you have in mind I'm sending these Upchurchs indexed in the Kentucky Land Grant listings, you are interested in the Little South Fork lands in the hands of the Upchurchs during the 1800's (limited with 1800's)?

1st step would be the deed book which you find someone immediately in 1801 the 1st days of Wayne County's formation selling Wayne County land..... and where did it come from originally?

The original land grants in Wayne County were arrived at prior to its formation in the form of military - rank = acres for service in revolution Major = 1100 acres / capt = 300 acres / Lt = 200 acres / Ensign = 150 acres and 100 acres for private. These grants are indexed in the books during the 1700's and could be called on the waters of Beaver Creek; Allen Creek, etc but in Green County. You'd pass over right? Wayne County 1800 formed from Pulaski. Pulaski in 1798 was formed from Green County. Green in 1792 formed from Lincoln

At 1st look - the 1st Upchurch entry was as a Talbot Grant. We attached the descriptors for this grant. The remainders attached are court ordered patents.

This makes you aware of their presence on the South Fork prior to 1801 so we'll go to their 1st land transactions - the sale of these lands?

or do you just want subsequently acquired lands?

We'll hold off until you tell me which route you want me

to go.

Thanks Jackie Daffron

"They who take no pride in the noble achievements of remote ancestors, will never achieve anything worthy to be remembered by remote descendants"

Macaulay

Watercourse
 Blakes Cr
 Greasy Cr
 Greasy Cr
 None
 Big Whipperwill
 Green R
 Fk Big Poplar Cr
 Little R
 Crocus Cr
 Cumberland R
 Big Poplar Cr
 Patterson Cr
 King Cr
 Cumberland R
 None
 None
 Sinking Cr
 Mill Cr
 Cumberland R
 Little Cane Cr
 None
 E Fk Clear Cr
 Big Poplar Cr
 McFarlands Cr
 McFarlands Cr
 Rose Cr
 Rose Cr
 None
 Lick Fk Yellow Cr
 Ryans Cr
 Big S Fk
 Marsh Cr
 Long Cr
 None
 Clifty Cr
 Cumberland R
 Cumberland R
 Big Buck Cr
 S Fk Big Buck Cr
 Marsh Cr
 Knob Lick &
 Fishing Cr
 Big Barren R
 Buck Cr
 Pleasant Cr
 Patterson Cr
 Clear Fk
 Little S Fk
 Muddy R
 Cumberland R
 Little S Fk
 Little S Fk
 N Fk Roundstone Cr
 Little S Fk
 Little S Fk
 Little S Fk
 Strodes Cr
 Little Poplar Cr
 W Fk Red R
 Muddy R
 Glovers Cr
 Lower Howard Cr
 None
 Sulphur Fk
 None
 None
 None
 None
 Beaver Cr
 M Fk Yellow Cr
 Cumberland R
 Cumberland R
 Little S Fk
 Watts Cr
 Clear Fk
 Greasy Cr
 Cane Cr
 Greasy Cr
 Fishing Cr

Grantee	Acres	Book	Page	Date Survey	County	Watercourse
Smith, Josiah	100	1	526	6-10-1815	Knox	Jellico R
Smith, Andrew	100	1	553	7-10-1815	Wayne	Langum Cr
Smith, Andrew	200	1	555	10-2-1815	Wayne	Langum Cr
Smith, Thos.	200	1	628	5-24-1804	Barren	White Oak Cr
Smith, Moses	100	1	669	1-5-1814	Knox	Fk of Little Poplar Cr
Snider, Frederick	100	1	699	11-27-1815	Knox	Wolf Cr
Smith, Jonothan	150	2	3	10-3-1816	Whitley	Jellico Cr
Snider, Jacob	110	1	523	11-24-1815	Knox	Cumberland R
Snider, Peter	135	1	525	11-26-1815	Knox	Cumberland R
Snider, Frederick	200	1	713	11-27-1815	Knox	Wolf Cr
Snider, Frederick	100	2	1	8-3-1814	Knox	Wolf Cr
Simpson, Jno.	100	1	101	3-16-1803	Pulaski	Cumberland R
Simpson, Christopher	296	1	102	3-30-1803	Wayne	Cumberland R
Simpson, Thos.	300	1	103	3-5-1803	Wayne	Cumberland R
Simpson, Wm	200	1	104	3-17-1803	Pulaski	Fishing Cr
Shipman, Daniel	100	1	271	3-14-1805	Barren	Sinking Cr
Sissell, James	100	1	619	9-15-1816	Wayne	Little S Fk
Scott, Benj.	150	1	239	7-23-1804	Lincoln	Green R
Scott, Thos.	400	1	275	10-7-1807	Logan	Duck Lick Cr
Scott, Joseph	100	2	10	7-16-1802	Barren	Barren Fk Beaver Cr
Stockstill, Shadrack	100	1	550	5-18-1815	Wayne	Little S Fk
Stockstill, Shadrack	100	1	627	5-29-1818	Wayne	Little S Fk
Stockstill, Sarah	100	1	630	5-29-1818	Wayne	Little S Fk
Story, Joshua	100	1	417	4-10-1813	Wayne	Little S Fk
Story, Isaac	100	1	421	6-10-1813	Wayne	N Fk Little S Fk
Strother, Jno.	1,029	1	40		Shelby	Plumb Cr
Stone, James	160	1	650	10-5-1821	Wayne	Cannadys Cr
Sowder, Wm	100	1	694	9-4-1817	Knox	Clear Fk
Taylor, Jacob	400	1	5	2-25-1803	Muhlenberg	Cypress Cr
Taylor, Chapman	50	1	65	10-20-1803	Logan	Fks of Muddy R
Taylor, David	100	1	507	11-25-1815	Knox	Little & Big Yellow Cr
Taylor, David	100	1	509	11-25-1815	Knox	Little Yellow Cr
Taylor, Levi T.	120	1	665	11-8-1815	Wayne	Little S Fk
Trammell, Garrard Sr.	200	1	51	3-15-1799	Logan	Red R
Tadlock, James	200	1	113	8-12-1803	Barren	Red R
Travis, Thos.	100	1	287	6-25-1805	Logan	Line Cr
Temple, Jesse	150	1	161	8-23-1802	Barren	Red R
Temple, Stephen	100	1	269	12-1-1804	Logan	Long Cr
Tremble, Wm.	100	1	61	10-16-1803	Logan	Big Whipperwill
Townsen, Thos.	200	1	55	10-21-1803	Logan	Woolseys Cr
Toms, Wm.	200	1	281	3-20-1804	Lincoln	S Fk Red R
Troxwell, Peter	134	1	656	10-15-1813	Wayne	S Fk Green R & Goose Cr
Thomas, Wm.	200	1	675	11-10-1813	Wayne	Little S Fk
Turner, Michael	65	1	258	9-20-1806	Warren	Little S Fk
Turner, Benj & Jno.	100	1	653	11-23-1815	Knox	Gasper R
Turner, Benj.	50	1	655	11-22-1815	Knox	Stoney Fk
Turtle, Jno.	132	1	535	10-20-1816	Knox	Stoney Fk
Tye, Jno.	200	1	468	1-3-1815	Knox	r h Fk Poplar Cr
Tye, Geo.	154	1	469	4-1-1814	Knox	Poplar Cr
Tye, Joshua	150	1	470	12-20-1814	Knox	Big Poplar Cr
Tye, Joshua	100	1	493	8-10-1815	Knox	Big Poplar Cr
Tryon, Jeremiah	200	1	243	9-4-1806	Barren	S Fk Laurel Fk
Upchurch, Geo.	100	1	488	10-12-1814	Wayne	None
Vanader, Martin	400	1	168	7-12-1803	Henderson	Little S Fk
Vandiver, Geo.	100	1	388	11-22-1808	Casey	S Fk Canoe Cr
Vinson, Wm.	119	1	577	12-21-1807	Adair	S Fk Green R
Vicles, E T.	100	1	638	5-25-1818	Wayne	Crocus Cr
Walker, James	100	1	46	12-27-1802	Wayne	Rock Cr
Walker, Jno.	140	1	157	8-12-1803	Barren	None
Walker, Wm.	100	1	571	12-10-1816	Knox	None
Walker, Jeremiah	130	1	596	9-10-1813	Wayne	Greasy Cr
Walker, Jesse	100	2	12	11-23-1815	Knox	Little S Fk
Wade, Dawson	200	1	63	11-13-1803	Wayne	Clear Fk
Wade, Richard	125	1	137	8-21-1803	Wayne	Bear Cr
Watkins, Peter	200	1	105	10-25-1803	Muhlenberg	Indian Cr
Whatley, Ann	200	1	185	11-8-1804	Logan	Cypress Cr
Whaldrop, Joseph	100	1	210	3-17-1803	Christian	Tarrpin Cr
Wallace, Jno.	132	1	666	3-1-1822	Wayne	E Fk Pond R
Warner, Moses	100	2	6	8-30-1816	Knox	Little S Fk
West, Leonard	100	1	57	3-9-1803	Logan	Elk Fk Clear
West, Leonard	35	1	59	3-9-1803	Logan	Whipperwill
Wilson, Richard	120	1	43	10-31-1803	Logan	Little Whipperwill
Wilson, Jacob	200	1	201	1-19-1804	Barren	Muddy R
Wilson, Wm	112	1	458	8-18-1813	Pulaski	Skagg Cr
Wilson, Michael	200	1	492	7-16-1814	Knox	Marsh Cr
White, Peter	200	1	709	1-4-1814	Knox	Cumberland R
White, Solomon	150	1	30	2-15-1803	Warren	Cumberland R
White, Wm.	200	1	82	7-1-1802	Knox	Middle Fk Drake Cr
Wilcox, Abraham	150	1	6	3-23-1803	Muhlenberg	Yellow Cr
Willis, Joshua	200	1	26	11-30-1803	Henderson	Pond R
						Clear Cr

200 Acres

a Surveyed for Robert Todd 200 Acres of Land on a Treasury Warrant lying about two miles South East of Harrodsburg. Beginning on Anariah Davis's Pre-emption line at two Ash's and Sugar tree at the head of a stream running N 30 E 152 pds to three Sugar trees thence N 60 W 250 poles to a Hickory Sugar tree & White Oak thence S 30 W 152 poles to a post in Davis's thence with D's line S 60 E 250 poles to the place of Beginning

August 20 1780

Variation N. East

a. the place of Beginning

Geo. May Jr

Blue Grass Survey of 1780

Kentucky General Assembly of December 21, 1795, and are listed in Chapter IV. Prior to the establishment of Kentucky as a state, Virginia had reserved for her soldiers all the lands in Kentucky south of Green River. These were encompassed by a line from the head of this stream to the Cumberland Mountains and thence mountains to the eastward line, thence to the Tennessee River, to the Ohio River, and with the Ohio to the Green River. Lands thus located under the Virginia law are of half an origin and are listed in Chapter II. Until 1797 no person could enter a survey within the great reserve, except a soldier. When Kentucky as a sovereign state took charge of her vacant lands, new legislation opened up this great reservation south of the Green River for any person to purchase. Kentucky and other states and territories with persons were permitted to purchase more than 100 acres of more than one tract, but had never been permitted to apply for the land for one year before they came into actual possession. The survey was made with these grants, or least are recorded in register books in the Kentucky Land Office.

TELECO GRANTS

The number of single grants of land granted under the act of 1795 is rather small, and the grants are scattered over the whole of the Land Office records. These are found in the records of the Land Office, and have been collected by the Land Office. They are all recorded in the Field Book of the Tennessee Fields under the tract of 1797. There are 27 grants in the following table, the names of the persons being recorded in a list by the Land Office. In the back of this book are printed 100 warrants issued by the Land Office in the name of the Federal Government, most of which are located in the South West, and are in the name of the Federal Government. These are in the name of the Federal Government.

KENTUCKY LAND WARRANTS

In 1817 the Kentucky State Legislature passed an act relative to land warrants, and the result was the establishment of this act, and was known as Kentucky Land Warrants, 1817-1822. These grants consist of four thousand acres and 15,621 acres and comprise 1,400,000 acres. The act of the General Assembly governing this grant of land was for sale at \$1000 per 100 acres, all the vacant lands to anyone in Kentucky, except an alien. The act had followed was similar to that originally employed by Virginia, the purchase being made from the State Treasurer, which was in turn converted into a land office warrant, authorizing the owner to locate and survey a certain acreage. When this had been completed and returned to the land office, it was registered, and a land patent was issued to the owner within about six months. This law, however, did not apply to lands west of the Tennessee River.

Grantee	Acres	Book	Page	Date Survey	County	Watercourse
Tywman, John	21	6	307	11-22-1839	Barren	Barren Fk
Tysell, Stephen	16	63	297	5-25-1860	Crittenden	Livingston Cr
Tyner, Thomas	134	75	112	2-13-1869	Crittenden	Clay Lick Cr
Umber, Albert	25	24	11	2-15-1845	Wayne	Meadow Cr
Umphlet, Wm E	5	70	192	8-4-1866	Laurel	Sand & Br Laurel R
Umburg, Charley	200	117	420	9-14-1893	Laurel	Cane Br
Underwood, Willis	200	2	372	3-29-1837	Greenup	Soldiers Hr
Underwood, Jas S	100	9	144	4-10-1841	Carter	Sugar Camp Br
Underwood, Gideon	200	9	145	2-12-1840	Carter	Soldier Fk Tigerts Cr
Underwood, Ruben	200	9	146	12-18-1840	Carter	Soldier Fk Tigerts Cr
Underwood, Geo	200	9	147	12-28-1839	Carter	Soldier Fk Tigerts Cr
Underwood, Jas	50	9	148	2-20-1841	Carter	Sugar Camp Br
Underwood, Nath	6	14	122	5-26-1843	Christian	Montgomery Fk
Underwood, George	100	17	180	1-11-1842	Carter	Dry Br Tigerts Cr
Underwood, George	150	17	181	1-10-1842	Carter	Dry Br Tigerts Cr
Underwood, Stephen	340	33	427	1-31-1850	Carter	Tigerts Cr
Underwood, George	50	39	430	4-18-1852	Carter	Dry Br Tigerts Cr
Underwood, Jos	344	40	419	5-27-1852	Carter	Soldiers Cr
Underwood, Alex	190	40	420	5-26-1852	Carter	None
Underwood, Jos	100	40	421	5-27-1852	Carter	None
Underwood, Gustavus	100	41	107	5-2-1851	Whitley	Watts Cr
Underwood, Stephen	150	41	393	9-29-1853	Carter	Meadow Fk
Underwood, Stephen	1,900	45	127	12-28-1854	Carter	Meadow Fk
Underwood, Stephen	100	47	71	3-12-1855	Carter	Meadow Fk
Underwood, Ino J	100	47	238	1-25-1856	Clinton	Tradewater
Underwood, Stephen	300	47	392	8-6-1856	Carter	Tigerts Cr
Underwood, Henry B	122	48	279	9-9-1856	Christian	Tradewater
Underwood, Gideon	90	49	415	4-21-1854	Carter	Soldiers Cr
Underwood, Jos	300	49	416	4-25-1854	Carter	Soldiers Cr
Underwood, Geo W	43	50	70	5-13-1857	Carter	Harget Br
Underwood, George W	32	50	71	5-13-1857	Carter	Dry Br
Underwood, Stephen	353	50	476	12-12-1856	Carter	Meadow Fk Tygerts Cr
Underwood, Wm	52	51	2	12-11-1856	Carter	Meadow Cr
Underwood, Jas	129	51	3	12-13-1856	Carter	Soldier Fk
Underwood & Carrh	85	53	444	3-10-1858	Crittenden	Tradewater R
Underwood, George L	41	65	513	4-17-1865	Carter	Flat Fk
Underwood, Harvey	54	68	530	3-20-1866	Carter	Tygerts Cr
Underwood, W L	3	70	433	10-2-1866	Warren	Island Barren R
Underwood, J R	18	70	434	7-18-1866	Warren	Barren R
Underwood, J J	120	81	233	5-10-1871	Christian	Tradewater
Underwood, J J	150	81	354	5-10-1871	Christian	Tradewater
Underwood, Silas	18	88	370	2-5-1873	Carter	Tygart Cr
Underwood, S H	54	89	36	10-27-1872	Christian	Little R
Underwood, David	35	90	65	3-14-1872	Carter	Tygerts Cr
Underwood, Silas	12	90	135	9-19-1872	Carter	Tygert Cr
Underwood, Alexander	12	90	463	2-7-1873	Carter	Soldiers & Road Fks
Underwood, Harvey	2	93	335	9-17-1872	Carter	Soldier Fk Tygert Cr
Underwood, James	28	100	264	8-11-1880	Carter	Soldiers Fk
Underwood, Stephen	45	103	85	5-25-1882	Carter	Tygerts Cr
Underwood, Stephen	200	103	315	8-21-1882	Rowan	E Fk Triplett
Underwood, Asa S	200	104	454	1-20-1883	Rowan	E Fk Triplett
Underwood, Stephen	153	104	455	4-17-1883	Carter	Tygart Cr
Underwood, Frank	200	104	456	1-20-1883	Rowan	E Fk Triplett
Underwood, Philip	110	107	226	10-23-1884	Carter	Tygart Cr
Underwood, Thos J	50	109	66	2-26-1887	Whitley	Watts Cr
Underwood, S H	7	109	450	9-6-1887	Christian	Sinking Fk Little R
Unthank, E V	150	10	205	7-10-1841	Harlan	John Jones Br
Unthank & Ballingar	35	15	109	4-5-1841	Harlan	N S Cumberland R
Unthinks, J M	100	80	541	3-6-1871	Bell	l h Fk Cannon Cr
Unthank, J M	200	81	187	4-7-1871	Bell	Rocky Face Mt
Unthank, J M	200	81	466	---	Bell	Rocky Face Mt
Unthank, J M	100	81	471	---	Bell	Poor Fk
Unthank, Calvin	200	104	229	9-4-1882	Harlan	Rocky Face Mt
Unrue, Daniel	40	28	301	10-20-1848	Lawrence	Louisas Fk
Unrue, Daniel	41	28	302	10-20-1848	Lawrence	Griffins Cr
Underhill, John W	40	45	204	4-26-1855	Warren	Big Barren R
United States Coal & Coke Co	24	125	155	5-18-1918	Harlan	Looneys Cr
Upchurch, Moses Jr	50	17	48	9-19-1844	Wayne	Otter Cr
Upchurch, Thos Jr	50	17	49	7-26-1844	Wayne	Little S Fk
Upchurch, Shadrack	50	17	50	11-1-1843	Wayne	Cumberland R
Upchurch, Hiram	50	17	51	7-26-1844	Wayne	Little S Fk
Upchurch, Geo	50	19	103	4-8-1846	Wayne	Beaver Cr
Upchurch, Thos	200	20	31	8-15-1846	Wayne	Little S Fk
Upchurch, Shad	25	20	32	5-29-1846	Wayne	None
Upchurch, Silas	150	20	35	4-28-1846	Wayne	None
Upchurch, John	60	24	10	4-2-1847	Wayne	Little S Fk
Upchurch, George	50	28	440	1-4-1848	Wayne	Otter Cr

Court ordered patents once someone established with adequate witness "home stead" on an previously unclaimed - deeded parcel of land.

Grantee	Acres	Book	Page	Date Survey	County	Watercourse
Upchurch, Moses	50	29	111	2-6-1847	Wayne	Otter Cr
Upchurch, Moses	50	30	69	2-16-1848	Wayne	Bens Chft Otter Cr
Upchurch, John	80	34	255	3-29-1849	Wayne	Otter Cr
Upchurch, Moses	200	35	224	9-11-1851	Wayne	Beaver Cr
Upchurch, John	100	44	27	6-14-1852	Wayne	Otter Cr
Upchurch, Granville	40	49	234	2-3-1837	Wayne	Otter Cr
Upchurch, Moses	60	50	345	10-1-1856	Wayne	Little S Fk
Upchurch, Silas	50	57	179	6-6-1859	Wayne	Beaver Cr
Upchurch, Silas	50	57	181	6-7-1859	Wayne	Beaver Cr
Upchurch, Hiram	100	71	236	6-19-1866	Wayne	Beaver Cr
Upchurch, Thomas	50	81	465	9-28-1868	Wayne	Otter Cr
Upchurch, W A	15	110	177	10-8-1883	Wayne	Eik Sp Valley
Upchurch, H C	75	112	87	11-14-1883	Wayne	Otter Cr
Upchurch, H A	45	112	88	12-3-1883	Wayne	Otter Cr
Upchurch, John L	200	114	41	4-11-1890	Wayne	Otter Cr
Upchurch, Hiram	50	114	104	4-12-1890	Wayne	Otter Cr
Upchurch, Shadrack	50	114	532	4-8-1890	Wayne	Otter Cr
Upchurch, Moses	200	116	446	9-25-1891	Wayne	Otter Cr
Upchurch, Moses	40	117	69	1-30-1892	Wayne	Otter Cr
Upchurch, W C	8	117	231	8-8-1892	Wayne	Otter Cr
Upchurch, J O & Moses	10	117	306	2-8-1893	Wayne	Otter Cr
Upchurch, J W	20	118	486	6-11-1898	Wayne	Otter Cr
Upchurch, Abial	9	118	552	2-24-1899	Clinton	W Sewell Mt
Upchurch, J O	2	120	243	4-25-1903	Clinton	Clear Fk
Upchurch, S A	15	120	418	2-24-1892	Wayne	Otter Cr
Upchurch, Frank	100	121	89	4-24-1902	Wayne	Otter Cr
Upchurch, Frank	40	121	368	12-20-1904	Wayne	Otter Cr
Upchurch, Hiram	175	121	414	3-6-1857	Wayne	Little S Fk
Upchurch, W C	10	122	34	10-20-1905	Wayne	Otter Cr
Upchurch, Thomas	50	124	117	6-19-1866	Wayne	Otter Cr
Upchurch, Moses	36	125	380	10-18-1921	Wayne	Beaver Cr
Upton, Elijah	137	7	200	7-31-1840	Warren	None
Upton, Elijah	63	7	204	7-31-1840	Warren	None
Upton, Elijah	114	41	249	2-2-1854	Warren	bet Green & Barren Rs
Upton, Elijah	31	41	253	2-1-1854	Warren	Fk bet Green & Barren Rs
Upton, James B	125	64	178	10-8-1863	Warren	N S Green R
Upttegrave, E	38	51	18	3-25-1857	Monroe	Mill Cr
Upttegrave, Elisha	20	98	50	5-15-1878	Lincoln	S Fk Green R
Urey, F W	11	2	295	1-5-1838	Caldwell	Hurricane Fk
Utterback, Jos & Edw	50	2	1	9-14-1836	Morgan	N Fk Licking
Utterback & Day	400	2	2	9-15-1836	Morgan	Licking R
Utterback, Jos	50	2	58	1-9-1837	Morgan	Yancom Br
Utterback, Joseph	50	3	135	9-27-1837	Morgan	N Fk Licking
Utterback, Edmond	50	3	135	9-27-1837	Morgan	N Fk Licking
Utterback, Patterson	350	4	314	6-7-1838	Morgan	N Fk Licking
Utterback, John	50	4	385	10-20-1838	Morgan	N Fk Licking R
Utterback, John	50	4	408	10-20-1838	Morgan	Lick Fk
Utterback, Patterson	50	5	403	12-19-1837	Morgan	N Fk Licking R
Utterback, Edmund	100	5	428	3-19-1839	Morgan	N Fk Licking
Utterback, Patterson	200	5	438	4-22-1839	Morgan	N S Yocum Cr
Utterback, Washington	50	55	243	10-30-1849	Morgan	N Fk Licking R
Utterback, Ruthella	100	72	493	7-21-1862	Rowan	Scotts Cr
Utley, Jacob	67	23	302	4-4-1847	Muhlenberg	Pond R
Utley, M H	141	43	495	1-31-1855	Muhlenberg	Pond Cr
Utley, Jas	3	49	65	11-25-1856	Muhlenberg	Caney Cr
Utley, William	185	57	136	2-11-1858	Henderson	Highland Cr
Utley, James O	75	64	160	10-24-1863	Hopkins	Lick Cr
Utley, David G	100	68	180	3-7-1866	Hopkins	Lick Cr
Utley, James	110	89	549	---	Henderson	Horse Pond
Utley, M H	27	98	250	4-8-1878	Livingston	Sandy Cr
Utley, Mack	1	124	53	3-16-1911	Hopkins	Lick Cr
Uzzell, Thomas M	80	34	501	3-28-1851	Muhlenberg	Turkey Cr
Uzzell, T M	37	42	409	8-2-1854	Muhlenberg	Pond R
Uzzell, T M	8	42	410	4-28-1854	Muhlenberg	Pond R
Valentine, Washington	50	7	459	2-20-1839	Knox	Turkey Cr
Valentine, Washington	50	10	434	2-4-1841	Knox	Fighting Cr
Valentine, Larry	50	18	385	2-26-1844	Knox	Turkey Cr
Valentine, Jas	50	37	545	3-1-1852	Knox	Turkey Cr
Valentine, Wm	100	37	546	3-1-1852	Knox	Turkey Cr
Valentine, Washington	25	42	508	1-20-1853	Knox	Turkey Cr
Valentine, Rebecca	50	45	49	4-6-1855	Knox	Turkey Cr
Valentine, Lawrence	50	47	443	4-6-1855	Knox	Turkey Cr
Valentine, Thos	150	59	406	12-29-1859	Knox	Holt Br Kelleys Br
Valentine, Thos	100	59	439	12-29-1859	Knox	Little Richland Cr
Valentine, Nelson	100	60	227	4-4-1860	Knox	Fk Turkey Cr
Valentine, Nelson	14	60	230	1-14-1860	Knox	Turkey Cr