

This indenture made this 22nd day of June in the year of our Lord One thousand eight hundred and eighty six, between Robert Montgomery of the first part, and Levi Jones, H. G. Ernst, & C. D. Condit of the County of Henderson and State of W. Va. Witnesseth that the said party of the first part, for and in consideration of the Sum of One hundred Dollars, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has bargained and sold conveyed and confirmed and by these presents does bargain sell convey and confirm unto the said party of the second part, their heirs and assigns forever, all the following described piece or parcel of land lying and being in the County of Henderson and known and designated as follows, viz: one tract of land forming David Swains heirs land on the west and north joined on the east by Aaron Heatherly tract of land on the south by John Davis heirs known as the Freeman tract being a part of the land sold by Wth Howell to John Gooden containing Eighty acres more or less. To have and to hold the same together with all the hereditaments and appurtenances thereto in anywise appertaining, And the said Robert Montgomery party of the first part does covenant with the said party of the second part their heirs and assigns as follows: First that he is the owner and lawfully seized of said premises, second that he has a good right to convey the same, Third that the same are free from all encumbrances, whether And fourth that the party of the second part, their heirs and assigns shall quietly enjoy and possess the same and that he will warrant and defend the title to the same against all lawful claims. Provided nevertheless that if the said Robert Montgomery of the first part, his heirs, executors and administrators shall well and truly pay or cause to be paid to the said parties of the second part, their heirs, executors administrators or assigns the sum of one hundred Dollars according to the conditions of a certain Bond of surety herewith payable June 22nd 1887, then this deed to be null and void, otherwise to be in full force and effect.

But if default shall be made in the payment of the said sum of money or the interest, or any part thereof at the time hereinafter specified for the payment thereof the said party of the first part in such case does hereby authorize and fully empower the said party of the second part, their heirs, executors administrators and assigns upon written notice to the party of the first part for 30 days that payment is not made or is not made and in default thereof shall well and lawfully make under the powers of the Statute to sell the