

been an said land as an indemnity for their
aforesaid security and the conveyance
to be in full force in law and equity

In Testimony whereof the said David
Mallock hath hereunto set his hand and
affixed his seal the day and year aforesaid

Witness
Heiram Skinner
Orin Spearman

David Mallock (S)

Kentucky Cumberland County sit
I James Haggard deputy of
of the Cumberland County Court do hereby
that David Mallock Grantor to the
within deed of mortgage to Samuel Thurman
came before me on the 28th of May 1836
I acknowledged the same to be his act
I deed for the purposes therein mentioned
and the same is entered of record in
deed Book I page 70

May 30th 1836

James Haggard D^y

W^his Indenture of bargain & sale
made and entered into the 15th day of June
A.D. 1835 between Thomas Smith and Sue his
wife of the County of Montgomery in the
State of Mississippi of the one Part and
Mathew Smith of the County of Cumberland
in the State of Kentucky of the other Part
Witnesseth that the said Smith wife gave
& in consideration of the sum of one hundred
and sixty dollars to them in hand paid
by the said Smith the receipt of which is
hereby acknowledged have this day jointly
bargained and sold & by these presents
do grant bargain sell confirm and deliver
unto the said Smith his heirs & assigns
forever a certain tract or parcel of land
lying and being in the County of Cumberland
in Kentucky aforesaid & bounded as follows
To wit Beginning on an a-buck marked & so
on a branch known by the name of the
long branch waters of Marrowbone creek

a branch of the Cumberland river and running
thence N 16° E 78 P to a cherry and white Walnut
trees in the line of a military survey
and with the same N 71° W 133 P passing
the corner of said survey at 72 feet
distance to two beeches thence S 70° W 18
P to a black Walnut and ash thence S
78° E 120 P to the Beginning & Continuing
Sixty one acres by survey bearing date the
12th day of Sept 1805 which said land was
granted for and in consideration of a
certificate N 534 by the county court of
Cumberland aforesaid agreed to an act of
the assembly for settling and improving the
vacant lands in this Commonwealth unto
Thomas Smith of Joseph Ray

To have and to hold
the said land & appurtenances unto the said
Amid his heirs and assigns forever and
the said Thomas Smith and Sarah his wife
for themselves their heirs Covenant to and
with the said Amid his heirs & assigns, to
warrant and forever defend the title in
and to the said land & appurtenances
free from the claim or claim of all persons
whatsoever

In witness whereof the said Thomas
Smith & Sarah his wife have hereunto set
their hands & seals the day and date above
written

Thomas Smith (S)
Sarah Smith (S)

Mispouris Montgomery County Sct
Be it remembered that on the 12th
day of June A.D 1835 before us Justices of
the peace within and for the county aforesaid
Douranago County Thomas Smith & Sarah his
wife both personally known to us to be the
persons whose names are subscribed to the
foregoing instrument of writing as having executed
the same and severally acknowledged the
same to be their act & deed for the purposes
mentioned the the said Sarah being by
us first made acquainted with the content
thereof being first examined Separately and
apart from her husband whether she

the said deed & relinquished her dower to the
lands therein mentioned voluntarily freely &
without compulsion or undue influence of
her husband, acknowledged and declared
that she executed the said deed and relin-
quished her dower in the said lands and
Tenements therein mentioned voluntarily freely
& without compulsion or undue influence of her
said husband, Taken and Certified the day
& year aforesaid

David B. Blackson Spmc
John Diggs Spmc

Mispouris Montgomery County Sct
I Jacob L. Sharp clerk of the
county court in & for the county aforesaid
do hereby certify that David B. Blackson & John Diggs
whose names are subscribed to the foregoing
certificate are acting Justices of the peace
of the county aforesaid

In witness whereof I have hereunto
set my hand & private seal on seal of office
having yet been provided at Danvers the
12th day of June in the year 1835
Jacob L. Sharp clk

Mispouris Montgomery County Sct
I Silvester Baker presiding
Justice of the peace of the county aforesaid
do hereby certify that Jacob L. Sharp whose name
is subscribed to the foregoing certificate
is clerk of the county court aforesaid that
his certificate is in due form of law and
that good faith and credit are due to his
official acts as such

Given under my hand as presiding
Justice of the county court aforesaid this 13th
day of June 1835

Silvester Baker Spmc

Kentucky Cumberland County Sct
I James Haggard deputy clerk of the
Cumberland County Court do hereby certify that the
within deed is entered in deed book page
11 & the certificates therein endorsed
May 31st 1836
James Haggard