

No. 1552.

~~Knott~~ County.

~~A. H. Amburgy~~

To } Conveyance of Coal,
Mineral, Etc,

Northern Coal
and Coke Company

On the Waters of

Riight Baauer
Patton Branch

Lodged for record, tax paid

..... o'clock M.

..... Clerk.

Recorded in Deed Book No.

Page.....

Write New Description

Tax..... 50

Fee for Recording.....

Total..... \$

Verbal

447-D, 275⁶⁵/A.

Sample Broad Form Deed

THIS DEED OF CONVEYANCE made and entered into this 29th day of November, 1904, by and between R. H. Arburgy and Arburgy his wife.

parties of the first part, and NORTHERN COAL & COKE COMPANY

a corporation organized and existing under and by virtue of the laws of the State of West Virginia, party of the second part,

WITNESSETH :

That said parties of the first part, in consideration of the sum of (\$ 826.95) eight hundred twenty six. 95/100 dollars, cash in hand paid, receipt whereof is hereby acknowledged, ~~the said amount being the total amount due and to become due under a certain title bond or agreement for rights contained in a written instrument executed on the~~ day of _____, 1904, by _____

part grantor herein, to _____

and pursuant to terms of said bond or written agreement for rights, and for the further consideration of (\$ _____) _____

dollars for all property, rights and privileges herein bargained, sold, granted or conveyed, ~~not included within said title bond or agreement for rights, if any such there be, receipt whereof is hereby acknowledged,~~ have bargained, sold, granted and conveyed, and by these presents do hereby bargain, sell, grant and convey unto the said _____

NORTHERN COAL & COKE COMPANY

_____ a corporation organized and existing under and by virtue of the laws of the State of West Virginia..., party of the second part hereto, all coal, minerals and mineral substances and products; all oils and gases; all salt and salt mineral waters; all fire and potters clay; all iron and iron ores; all stone; all slate; all ores and mines; and all subterranean substances and products; and all combinations of same, or any or all of the same; situated, lying and being in, on or under the hereinafter described land, or that may hereafter be found thereon, therein or thereunder; and such of the standing timber thereupon as may, at the time of the use thereof, be, or by the party of the second part, its successors or assigns, be deemed necessary or convenient for mining purposes, or so deemed necessary or convenient for the exercise and enjoyment of any or all the property, rights and privileges herein bargained, sold, granted or conveyed, including timber necessary for dams and railroads, or branch lines thereof, as may hereafter be constructed upon the said lands; and the exclusive rights-of-way for any and all railroads, tram roads, haul roads and other ways, pipe lines, telephone and telegraph lines that may hereafter be located on said land by the parties of the first part, their heirs, representatives or assigns, or by the party of the second part, its successors or assigns, or by any person or corporation with or without the authority of either of said parties, their, or its, heirs, representatives, successors or assigns; and also the right to maintain, keep in repair and operate the same and said railroads, tram roads, haul roads, ways, pipe lines, telephone and telegraph lines; and also the exclusive right to enter upon said land and drill thereupon for oil and gas, and to pump for and store the same upon said land, and remove, pipe and transport the same therefrom; and to use and operate the said land and surface thereof, and any and all parts thereof, including the right to use, divert, dam and pollute water courses thereon in any and every manner that may, by party of the second part, its successors or assigns, be deemed necessary or convenient for the full and free exercise and enjoyment of any and all the property, rights and privileges hereby bargained, sold, granted or conveyed, including, but not limiting to, that of drilling, mining, pumping and therefrom removing or otherwise utilizing the said pipe, telegraph and telephone lines, rights-of-way, roads, ways, timber, coal, minerals, slate, oil, gas, salt water, clay, iron, ore, mines, stone and subterranean substances and products thereof, and any and all other property and rights hereby bargained, sold, granted or conveyed, and for the transportation therefrom of said articles; and also the right to

build, erect, alter, repair, maintain and operate upon said land, and at its option to therefrom remove, any and all houses, shops, buildings, tanks, derricks, inclines, tipples, dams, coke-ovens, store and ware rooms, and machinery and mining and any and all equipment, that may, by party of the second part, its successors or assigns, be deemed necessary or convenient for the full and free exercises and enjoyment of any and all the property, rights and privileges hereby bargained, granted, sold or conveyed; and the right to thereupon convert, reduce, refine, store, dump and manufacture the said, or any or all of said property, or products, in, upon or under said land, or other land owned, or hereafter acquired by said party of the second part, its successors or assigns, by purchase, lease or otherwise; and the right to dump, store and leave upon said land any and all muck, bone, shale, water or other refuse from said mines, wells, ovens or houses, and any and all matters and products that may be excavated from mines or produced by the exercise or enjoyment of any or all the property, rights and privileges hereby bargained, sold, granted or conveyed; and the right to remove all pillars and other lateral and subjacent supports without leaving pillars to support the roof or surface; and the right to use said land for removal or storage of the products taken out of any other land owned, or hereafter acquired by party of the second part, its successors or assigns by lease or otherwise; and the right to erect upon said land, and maintain, use, repair and operate, and at their pleasure remove therefrom, any and all buildings and structures, and machinery and mining and any and all equipment, whether specifically enumerated herein or not, that may, by party of the second part, its successors or assigns, be deemed necessary or convenient for the exercise or enjoyment of any or all the property, rights and privileges herein bargained, sold, granted or conveyed; and also the free access to, upon and over said land for the purpose of surveying and prospecting for said property and interests.

And in the use and occupation of said land and surface thereof in any and all manner hereunder, and in the exercise of the rights and privileges herein bargained, sold, granted or conveyed or any or all of them, by the party of the second part, its successors and assigns, it, said party of the second part, its successors and assigns, shall be free from, and it and they are hereby released from any and all liability or claim of damage to the said parties of the first part, their heirs, representatives and assigns, occasioned by or resulting directly or indirectly from such use or occupation, or the exercise of said rights or privileges, or any or all of them.

But there is reserved to the parties of the first part all the timber upon the said land except that necessary for the purpose hereinbefore mentioned; and there is also reserved the free use of said land for agricultural purposes so far as such use is consistent with the rights hereby bargained, sold, granted and conveyed; and the right to mine and use coal for their own personal household and domestic purposes.

Parties of the first part also hereby grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, the free right of ingress, egress and regress in, on, to, over, upon, under and through said land hereinafter described for all purposes hereunder, and for the purpose of fully exercising and enjoying any and all property, rights and privileges hereby bargained, granted, sold or conveyed; and it, said party of the second part, its successors and assigns, to have unlimited time in which to do so, and shall not be limited to commence the exercise or enjoyment of all or any of said property, rights and privileges at any particular or reasonable time; and when so commenced shall not be deemed to have abandoned nor forfeited the same, nor any part thereof, by a, or any, cessation thereof, or any part thereof.

Said land is situated in the county of... Knott and State of Kentucky, more particularly described as follows:

On Patton Branch of Right Fork of Beaver Creek of Big Sandy River:

Beginning at four beeches on a high bank at forks of said branch, a corner to land of G. W. Vance, also beginning corner of Alexander Martin survey of 100 acres, dated Apr. 6th, 1849; thence with line of same & land of said Vance, S. 37 15' E. thirteen hundred sixty (1360) feet to a stake on top of ridge between said branch & Right Beaver creek in line of the land of Wm. Caudill (Tract 1565); thence with his line

along top of said ridge, leaving line of said Patent, S. 1 30' W. two hundred twenty five (225) feet to a hickory; S. 4 40' E. one hundred ninety six (196) feet to a chestnut oak; S. 22 E. two hundred ten (210) feet to a hickory; S. 9 30' W. two hundred eighty six (286) feet to a ~~stake~~ stake on side of a knob; S. 60 45' W. one hundred ninety four (194) feet to a black oak; S. 51 W. two hundred nineteen (219) feet to a chestnut oak; S. 61 30' W. one hundred fifty six (156) feet to a chestnut oak; S. 38 25' W. one hundred two (102) feet to three chestnut oaks on a knob corner to the land of Jas. Hall; thence along said ridge, with his line, N. 87 30' W. two hundred seventy two (272) feet to a stake; N. 82 W. ninety three (93) feet to a stake; N. 55 15' W. five hundred forty three (543) feet to a black oak on a knob, a corner to the land of Ferd Slone (Tract 1548); thence down a spur, with his line, N. 8 15' E. three hundred six (306) feet to a chestnut oak; N. 34 E. ninety five (95) feet to a black oak; N. 33 15' E. ninety nine (99) feet to a chestnut oak; N. 13 15' E. one hundred twenty eight (128) feet to a black locust; N. 2 45' W. two hundred twenty five (225) feet to a sourwood; N. 8 10' E. one hundred nineteen (119) feet to a black oak; N. 7 15' E. one hundred eighty eight (188) feet to a dogwood; N. 4 30' W. one hundred five (105) feet to a chestnut oak, thence leaving spur and down hillside, N. 21 40' E. one hundred thirty two (132) feet to a sourwood; N. 27 15' E. three hundred seventy three (373) feet to a stake by a beech in Left fork of Patton branch; thence down same, N. 28 15' W. one hundred twenty (120) feet to a stake in branch; N. 11 05' W. one hundred nine (109) feet to a stake in branch; N. 57 45' W. fifty (50) feet to a cross on a rock witnessed by a beech; N. 14 W. one hundred ten (110) feet to a beech at the forks of said branch; thence up "Fork" spur, S. 45 25' W. two hundred twenty three (223) feet to a stake on a knob; S. 57 45' W. two hundred forty four (244) feet to a sourwood; S. 52 30' W. one hundred twenty five (125) feet to a stake; S. 44 55' W. two hundred fifty (250) feet to a dogwood; S. 49 50' W. one hundred eighty nine (189) feet to a sourwood; S. 52 25' W. one hundred sixty five (165) feet to a stake; S. 43 25' W. two hundred four (204) feet to a black oak; S. 42 20' W. one hundred twenty four (124) feet to a stake; S. 36 50' W. two hundred twelve (212) feet to a hickory; S. 29 30' W. sixty seven (67) feet to a chestnut oak, corner to the land of Thos. Terry (Tr. 1551?); thence down

mountain side, with his line, N. 43 21' W. seven hundred (700) feet to an ironwood on South side of Right fork of Patton Branch; thence crossing same, N. 24 45' W. thirty one (31) feet to a beech; N. 46 W. two hundred thirty nine (239) feet to a beech on mountain side; thence up mountain, N. 48 30' W. one hundred seventy one (171) feet to a double beech and a dogwood; N. 46 30' W. one hundred seventy four (174) feet to an elm and cucumber; N. 48 W. six hundred fifty three (653) feet to a stake on top of ridge between said Right fork of Patton Br. and Huff Br. of Caney fork, corner to land of Margaret Huff; thence with her line along said ridge, N. 9 E. one hundred sixty eight (168) feet to a stake in a gap by path; N. 64 45' E. two hundred fifty seven (257) feet to a stake; N. 77 45' E. one hundred ninety nine (199) feet to a stake on a knob; N. 42 45' E. two hundred thirteen (213) feet to a stake, a corner to the land of Hiram C. Beverley (Tr. 1550); thence along top of said ridge between Patton branch and Big Br. of Caney, with his line, N. 58 35' E. two hundred twenty three (223) feet to a locust and black oak; N. 49 50' E. two hundred four (204) feet to a stake; N. 9 30' E. one hundred ninety four (194) feet to a small white oak; N. 19 E. two hundred eighty seven (287) feet to a small chestnut; N. 20 10' E. ninety two (92) feet to a large chestnut; N. 6 48' W. one hundred ninety eight (198) feet to a stake; N. 20 15' E. three hundred twenty six (326) feet to a stake; N. 46 E. two hundred two (202) feet to a cross on a high rock; N. 74 25' E. five hundred eighty one (581) feet to two black oaks, a corner to the land of Reuben Slone; thence along said ridge, with his line, S. 68 E. two hundred ninety two (292) feet to a stake by a large rock; S. 74 30' E. two hundred eighty three (283) feet to a stake; S. 65 E. one hundred eighty seven (187) feet to a stake; N. 70 E. two hundred sixty eight (268) feet to a stake in line of Allen Martin 468 acre survey, dated Oct. 5, 1866; thence leaving ridge and line of Reuben Slone, and down mountain, with line of land of G. W. Vance, and said survey, S. 88 20' E. eight hundred ninety five (895) feet to a stake in line of Allen Martin 100 acre survey, dated Sept. 27, 1855; thence leaving line of said 468 acre survey, and with line of said 100 acre survey, N. 41 10' E. nineteen hundred fifty (1950) feet to a stake in drain, corner to land of Richard Hall; thence down said ~~XXXXX~~ drain, with line of said Hall, leaving line of said survey, S. 50 45' E. two

hundred two (202) feet to a stake; S. 56 E. three hundred seventy nine
 (379) feet to a stake; S. 80 15' E. ninety three (93) feet to a stake;
 S. 27 15' W. fifty six (56) feet to an elm on Northwest side of Patton
 Br.; thence up said branch, S. 21 W. sixty three (63) feet to a stake
 in said branch; thence leaving branch and up a drain, S. 42 E. one hun-
 dred fifty two (152) feet to a stake in said drain; S. 56 30' E. two
 hundred three (203) feet to a stake in said drain; S. 34 30' E. ninety
 (90) feet to a stake in line of aforesaid Allen Martin 100 acre survey,
 corner to the land of G. W. Vance; thence around mountain side, with
 his line and lines of said survey, S. 37 30' W. nine hundred ninety (990)
 feet to a stake; S. 51 30' W. eighteen hundred sixty (1860) feet to a
 stake; N. 28 30' W. four hundred (400) feet (crossing Patton Br. and
 passing hickory and beech, corner of said patent, at 330 feet) to a
 stake on mountain side in line of aforesaid Allen Martin 468 acre sur-
 vey; thence leaving said 100 acre survey and with line of said 468 acre
 survey, S. 40 50' W. fourteen hundred twenty (1420) feet to the beginning,
 containing two hundred seventy five and 65/100 (275.65) acres, more or
 less.

This includes land conveyed to R. H. Amburgy from Andy Slone's
 heirs by Commissioner's deed, bearing date _____ day of _____, 190__,
 and recorded in Deed book #_____, page _____, Knott County Court Clerk's
 office.

TO HAVE AND TO HOLD the same, and all the rights, privileges, easements and emoluments herein bargained, sold, granted and conveyed, and all the privileges and appurtenances thereunto belonging, unto the said party of the second part, its successors and assigns forever.

And the said parties of the first part do hereby covenant to and with the said party of the second part, its successors and assigns, as follows:

1st. That the parties of the first part are seized of the said land, rights and privileges in fee simple, and have good right to convey the same:

2nd. That the party of the second part, its successors and assigns, shall quietly enjoy the said property, rights, and privileges:

3rd. That the said property, rights and privileges are free from encumbrances:

4th. That the said parties of the first part, their heirs, representatives or assigns, will execute or procure any further necessary assurances of the title to said property, rights and privileges:

5th. That the parties of the first part will forever warrant generally the title to said property, rights and privileges.

..... Amburgy, wife of R. H. Amburgy, ~~and~~

married women, who unites in this conveyance, do^{es} so for the purpose of, and do^{es} hereby convey and release any and all interests ^{she has} they have, or may have, in and to said property, rights and privileges herein bargained, sold, granted or conveyed, including that of homestead and dower therein.

IN WITNESS WHEREOF, the parties of the first part have hereunto subscribed their names and affixed their seals, the day and date first hereinbefore written.

..... [SEAL]
..... [SEAL]
..... [SEAL]
..... [SEAL]

STATE OF KENTUCKY }
COUNTY OF Knott .. }

I, R. H. Amburgy, Clerk of the County Court in and for the county and state aforesaid, do certify that the foregoing instrument of writing from,
R. H. Amburgy and wife,

to NORTHERN COAL & COKE COMPANY

of date the 29th day of November, 1904, was this day produced to me by the said
R. H. Amburgy and Amburgy his wife,

known to me to be the parties grantors therein, and by them and each of them duly acknowledged before me in said county.

Given under my hand, this.....day of.....,190.....

Clerk..... **Knott**..... County Court.

By..... D. C.

STATE OF KENTUCKY }
COUNTY OF **Knott** }

I,....., a Notary Public in and for the county and state aforesaid, do certify that the foregoing instrument of writing from.....

R. H. Amburgy and wife,

to..... **NORTHERN COAL & COKE COMPANY**.....

of date the **29th** day of **November**, 190**4**, was this day produced before me by the said.....

R. H. Amburgy and..... **Amburgy his wife,**

known to me to be the parties grantors therein, and by them and each of them duly acknowledged before me in said county.

Given under my hand and seal of office this.....day of....., 190.....



My commission expires the.....day of....., 19.....

Notary Public..... **Knott**.....
County, Kentucky.

STATE OF KENTUCKY }
COUNTY OF..... }

I,....., Clerk of the County Court in and for the county and state aforesaid, do certify that the foregoing deed of conveyance from.....

to.....

was on the.....day of....., 19....., duly lodged in my office for record, with tax thereupon paid, and that I have this day truly recorded the same, together with this and the foregoing certificate in my said office.

Given under my hand this.....day of....., 19.....

Clerk..... County Court

By..... D. C.