

Jefferson County, OH Courthouse Finds

Articles of Agreement - Volume 1 (1891-1911) Located in Recorder's Office, 1st Floor, In the Balcony (with Deed, Lease, and Mortgage Volumes)

Page 1: Sarah A. Wilson Ex.al to Samuel A. Wilson

Agreements: Article of Agreement entered into this fifth day of February in the year 1891 between Sarah Ann Wilson, George Wilson and Samuel A. Wilson. The said Sarah Ann Wilson & George Wilson doth hereby covenant & agree with the said Samuel A. Wilson to do and perform the matters and things following:

1st: We hereby grant permission to Samuel A. Wilson to plant berry plants on the field forming the north end of lands we own lying on the south side of Big Yellow Creek containing about (18) acres more or less. And we further agree that he shall use said field for the purpose of growing small fruits and such vegetables as he may see fit to plant thereby fitting the soil for the cutting of small fruits for a period of seven years and seven months from February 6th 1891.

2nd: We hereby grant permission to him to plant any varieties of small fruit he may choos and controll them as he may think to the best interest of the business. We will allow the said A.A. Wilson to erect a build on said lands to be used in prosecuting the aforesaid business. And we further agree that he may use for the construction of said building what timber he may choose to appropriate from our lands. We further agree to furnish such timber as he may see fit to use from our lands for the construction of fences. We further agree to locate a line on which a partition fence is to be constructed between our lands and those of Mary and George Cattrell. And the said Samuel A. Wilson doth hereby covenant and agree with the said Sarah Ann Wilson and George Wilson to do and perform the matters and things following:

To perform all the labor in connection with said business. Has the sole privilege to estimate the costs of said business which is to be reasonable and will be permitted to use sufficient means from the proceeds of said business to defray said expense and costs.

In witness whereof the said parties have hereunto set their hands: Sarah Ann Wilson, George Wilson, Samuel A. Wilson. Received July 6, 1891 at 5 1/4 o'clock p.m. Recorded July 13, 1891. Thomas W. Vance, recorder

Page 1-2: Daniel A. Moreland and Thomas Johnson

Whereas there has been a misunderstanding between the undersigned parties as regards the line dividing their respective premises situate in Island Creek Township Jefferson County Ohio which misunderstanding has been regarding a strip of land about ten rods long lying east of the road running through the southwest corner of Thomas Johnston's land. Now for the purpose of difinitely settling the same it is agreed that the undersigned Daniel A. Moreland shall straighten said line between said premises as follows: The fence between said premises from the southeast corner of Thomas Johnston's land to the point where the disputed strip begins is on the true line between said premises, Said Daniel A. Moreland shall build a fence from said disputed point to the road running through the southwest corner of said Johnston's land on the projection of said line from said southeast corner of Johnston's land to said disputed point which line so made shall be the line between the premises of the undersigned. Said Moreland shall build said fence by November 1st, 1891.

Said Thomas Johnston having commenced suit against said Daniel A. Moreland to recover for coal taken from the premises of said Johnston the same is settled as follows: Said Moreland shall pay to said Johnston the sum of Ten Dollars (\$10) and shall pay the cost of suit. In Witness whereof the said parties have hereunto subscribed their names this 4th day of August 1891. Thomas Johnson, D.A. Moreland. Received August 19, 1891 at 8 1/4 o'clock a.m. Recorded August 19, 1891. Thomas W. Vance, Recorder

Page 2: E.S. Warner et-al to August Falk

This agreement entered into this fifth day of October 1891 between Edward S. Warner, James H. Warner, Mary W. Barclay and J. Mortimer Barclay, parties of the first part and August Falk, party of the second part. Witnesseth: That said parties of the first part have sold and do hereby agree to convey in fee simple unto said second party by a good and sufficient deed of general warranty upon the payment in full of the consideration money hereafter mentioned the following premises situate in Cross Creek Township Jefferson County, Ohio and being the same premises conveyed by M. J. Fleming to J. H. Warner and of which said premises the said J. H. Warner died seized, containing forty eight and three fourths acres of land be the same more or less; but it is hereby expressly agreed that the Walnut trees on said premises are not sold as a part of the same but are hereby reserved; nor shall the execution of the deed of conveyance as above mentioned operate as a sale thereof; but said parties of the first part or any of them or assigns shall have the full right and privilege within a reasonable time after the execution of said deed as aforesaid and although the said deed should be made without any reservation to enter upon said premises and remove the walnut trees and lumber therefrom without any compensation or liability for the same. And the said August Falk hereby agrees to pay said parties of the first part the sum of four thousand and eight hundred dollars the consideration money for said premises in the manner following: One hundred dollars upon the signing of this agreement and four thousand and seven hundred dollars on the first day of March 1892. It is further agreed by and between the parties hereto that possession of said premises is not to be given until full payment of the consideration money aforesaid is fully paid and that until the payment thereof said parties of the first part may continue in the possession and use thereof; said parties of the first part to pay all taxes falling due prior to the execution of said deed. And said party of the second part to pay all taxes falling due thereafter. In Witness whereof the parties have hereunto set their hands the day and year first above written. E. S. Warner, J.H. Warner, Mary W. Barclay, J. M. Barclay, August Falk. Received October 7, 1891 at 11 1/4 o'clock a.m. Recorded October 9, 1891. Thomas W. Vance, Recorder.

Page 2-3 Joseph B. Bowles to Mary B. Thompson

This agreement entered into this 31st day of January 1889 by and between Joseph B. Bowles and Mary B. Thompson witnesseth: That whereas, said parties have entered into a contract of marriage and agreed to be married and live together as husband and wife, now in contemplation of said marriage they have agreed and hereby do agree and arrange, as to property as follows:

1st: Said Joseph B. Bowles makes a bridal present or pays to his said intended wife, forthwith the sum of one gold watch & one hundred Dollars, to be her own separate property.

2nd: Said Mary B. Thompson (her present name) to hold and retain all the property of every kind now owned by her, including said sum of one hundred Dollars and gold watch so paid her this day by said Joseph B. Bowles, as her own separate property, with all increase, income, rents and profits thereof, free from the control of said Joseph B. Bowles.

3rd: Said Mary B. to have as her own all such other property, rights or interest in property, as said Joseph B. Bowles may at any time give her, or may grant devise or bequeath to her and in case she survives said Joseph B. Bowles, she is to have as her own all the household goods and furniture owned by the said Joseph B. Bowles at his death and all other personal property, goods, chattels and moneys which they or either of them may hereafter make or acquire or save by industry or economy. And the said Mary B. Thompson on her part agrees, in consideration of the above, to release and does hereby release to the heirs and assigns of said Joseph B. Bowles all right on claim she would acquire by said marriage to dower in the Real Estate of which said Joseph B. Bowles is now seized, or of which he may hereafter die seized and to any distributive share out of any notes, bonds, mortgages and moneys on interest now owned by said Joseph B. Bowles and agrees never to set up any claim to dower above specified or to any distribution share of said personal property. Witness our hands and seals this 31st day of January A.D. 1889. Signed, Sealed, and Acknowledged in presence of Jeff Saltsman, D. F. McHenry. J.B. Bowles, Mary B. Thompson.

On this 31st day of January A.D. 1889 before me, a Notary Public in and for said County personally came Joseph B. Bowles and Mary B. Thompson who did, each of them, acknowledged the signing and sealing of the foregoing article of agreement as their voluntary act and deed for the uses and purposes therein expressed. Witness my hand and official seal on the day last above mentioned. Jefferson Saltzman, Notary Public.

Received January 31st A.D. 1889 of Joseph B. Bowles one gold watch and One hundred Dollars, the present on cash payment above named. Mary B. Thompson.

Received October 16, 1891 at 10 1/4 o'clock A.M. Recorded October 30, 1891. Thomas W. Vance, Recorder.

Pg 3-4 Franklin Osborne Executor to The Jefferson and Columbiana Railway Company

Agreement entered into this 18th day of December 1889 between Franklin Osborn as Executor of the last will and testament of G.E. Warner deceased and The Jefferson and Columbiana Railway Company, Witnesseth: That in consideration of the payment of One Dollar here receipted & the benefits to accrue from the construction of said Railroad the said Franklin Osborn as aforesaid hereby agrees that the said Company, its successors or assigns may construct its Railroad over and upon certain lands situate between the Ohio River and the Cleveland and Pittsburgh Railroad in the Township of Wells County of Jefferson and State of Ohio and known as the Lagrange Coal Works and land belonging thereto and more particularly shown by map hereto attached. And the said Railway Company hereby agrees to so construct its Railroad so as to in no wise interfere with the practical working of said mines and any and all change in the incline that may be necessary by its said construction shall be done at the said Company's expense and any damage that may be caused to said works in any manner by said Company shall be paid for by said Company.

Provided however that this agreement is entirely subject to any rights, interest or claims of any person or persons owning the title to said lands in fee simple or otherwise and this agreement is only intended to cover the interest of said first party to in the surface of said land and said Coal Works. (signed) Franklin Osborn Executor of G.E. Warner, dec'd, The Jefferson & Columbiana Railway Company By J. M. Lessick its Right of way Agent. Map of property. Received September 29, 1891 at 11 1/2 o'clock A.M. Recorded November 3, 1891. Thomas W. Vance, Recorder.

Pg 5 John McClave to Heirs Mary Ann O'Neal

It is hereby agreed that the line lately run by J.M. Rickey as the line dividing lots number Two hundred and Sixty one (261) and Two hundred and Sixty Two (262 in Carroll & Kells addition to the City of Steubenville is the true division line between said lots and that Mary Ann O'Neal shall pay to John McClave the sum of Thirty five Dollars for removing the foundation of the building he is erecting on the east side of said Lot No. 262 to the west side of the line run by said Rickey between said Lots and removing the fence on to said line. May 10, 1884. John McClave.

Recd at hands of W. A. Walden Thirty five dollars for Mrs. O'Neal upon the above agreement. May 26, 1884. Received November 10, 1891. John McClave. Recorded November 10, 1891. Thomas W. Vance, Recorder.

Pg 5 George McCullough To James Eldred Et-al Trustees

Received of David M. McCullough Executor of the Estate George McCullough deceased the sum of Two hundred and Eighty five (\$285.00) Dollars the same being a legacy left by the Will of the said George McCullough to the Trustees of the Wintersville M.E. Church and their successors in office forever in trust the proceeds of said sum of money to be applied alone for the purpose of helping to keep in repair the Wintersville Cemetery under control of said Board of Trustees. (signed Trustees) James Eldred, Joseph M.

Thompson, Joseph C. Bowers, G.W. Burnett, John W. Morton, Porter B. Floyd, Nicholas B. Winters, J.H. Fisher. Recorded November 25, 1891, Thomas W. Vance, Recorder.

Pg 5 Samuel McKee to George M. Kirchner

Steubenville June 15, 1891. Article of agreement between Samuel McKee & George M. Kirchner:
1st: The former rents the latter his storeroom at corner Fourth and Adams St. at Nine Dollars (\$9.00) per month payable monthly for one month with the privilege to April 1st 1893 at the same rate. 2nd: Said George M. Kirchner to make good all window frames broken. 3rd: His rent to begin the 16th of June 1891. Signed George M. Kirchner, Samuel McKee. Recorded November 25, 1891. Thomas W. Vance, Recorder.

Pg 6 O. M. Waddle to The Jefferson and Columbiana Railway Company

Whereas we, Oliver M. Waddle and Charles I. Waddle hold from David Spaulding and unexpired lease upon a certain parcel of ground, situate upon and along the bank of the Ohio River above and near to the Village of Brilliant in Jefferson County, Ohio which lease is recorded in the office of the Recorder of said County in Record of Lease Vol 2 page 597 and whereas, we being in the possession of said premises have expended the sum of Five Hundred and Fifty Dollars in the erection of an Ice Breaker at the upper end of the same which is known as "Nigger Picket Point" to fit said premises for its intended use to wit: That of a Winter Harbor for coals and whereas the Jefferson and Columbiana Railway Company is likely to so locate the line of its projected rail road between Portland Station and the City of Steubenville in the County aforesaid, that its construction and maintenance will substantially destroy said Ice Breaker and the Harbor thereby formed or otherwise require the height of said Ice Breaker to be increased and a substantial row of piles or posts set from said Ice Breaker to the eastern or riverside of the embankment of such rail road and whereas we being desirous of fixing the terms upon which said Company, its successors or assigns, may, in the construction of said railroad, occupy or affect the premises covered by our lease, in so far as we have any interest, therein - Now therefore in consideration of One Dollar to us in hand paid by said The Jefferson and Columbiana Railway Company we do hereby agree with said Company: 1st: That if the line of said rail road shall be so located, that its construction and maintenance will substantially destroy or render useless, our said Ice Breaker, and the Harbor formed thereby for our purpose, we will accept from said Company its successors or assigns the sum of Five Hundred and fifty Dollars as full payment and compensation therefore, or 2nd: That if the line of said railroad shall be so located, with respect to our said lease, hold property, that its construction and maintenance would not substantially interfere with our use of said Ice Breaker . . . Witness our hands & seals this 20th day of December 1889. (signed) O.M. Waddle, C.I. Waddle. Received Nov. 11, 1891 at 3 1/6 O'Clock P.M. Recorded December 8, 1891. Thomas W. Vance, Recorder.

Pg 7-9 O.M. Waddle Etal To The Wheeling and Lake Erie Railway Company