



Old Deeds  
~~cl. F. J. F. 78~~  
F. J. F. 81

This Indenture made this seventh day of June  
 A.D. 1835, between Abraham Spears and Rebecca  
 his wife of the County of Bourbon and State of Kentucky  
 of the one part and Henry J. Duncan of the same County  
 of the other part witnesses, that the said Spears hereof  
 for and in consideration of the sum of nine thousand, nine  
 hundred and ten and forty five hundredths dollar paid and  
 secured to be paid have granted bargained and  
 sold and by these presents do grant bargain and sell  
 convey and confirm unto the said Duncan a tract  
 of one hundred and eighty eight acres, three rods and  
 twenty poles (Eight and a fourth acres being the Creek  
 and bank of the Creek sold for eighty  
 dollars, the rest sold for thirty five dollars per  
 acre) of Land on Stoner in said County and town.  
 Bounded as follows. to-wit, Beginning at a stone by a  
 large cherry tree on the north side of Stoner, corner  
 to G. S. Lightfoot and Isaac Jaysons heirs, then with  
 their line South twenty four and a half degrees  
 East two hundred and sixty three and four tenths  
 poles crossing Stoner three times to a stake corner  
 to the heirs of William S. Jackson deceased then  
 with their line North eighty three and a half de-  
 grees East eighty four poles to a stake in Egles  
 road, then North sixty six and a half degrees  
 East thirty nine poles to the bank of Stoner in Augustines  
 Eastons line, then down Stoner on the top of the  
 bank as to meanders North thirteen degrees West  
 thirty poles, North four degrees West sixteen poles  
 North thirteen West twenty four poles, North forty  
 two West thirty poles, North fifty one West eight poles  
 North sixty five West forty four poles, then North  
 fifty and a half West twenty eight poles to  
 a stake in Gelpins line, then with said line  
 north crossing Stoner to the top of the north bank corner  
 to said Lightfoot (now Halcisons) and Jacksons heirs  
 then down Stoner on the top of the bank thence to a  
 stake and elm in Gelpins lower line corner to  
 said

A Spears

H. J. Duncan

1835 June 6. A.S. P.S.

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True and

said Hutchison and Jackson, then down Stoner as  
it meanders North eleven poles, North twenty five West  
twelve poles North forty nine and one half West eight  
poles, North seventy two and a half West eight poles  
North eighty four and a half West sixteen poles, South  
sixty three and one half West twenty four poles, South  
forty nine and a half West twelve poles, South  
thirty four West sixteen poles, South twenty one and  
a fourth West twenty eight poles and then South  
seventy four West seven and sixty hundredths poles  
to the Beginning.

Also one other tract of fifty and one eighth acres  
of Land adjoining the above and bounded as fol-  
lows, Beginning at an elm and hackberry on  
the South Bank of Stoner, then South nineteen  
degrees East, one hundred and thirty five poles  
to a stake in Laysons old preemption line, then with  
said line South eighty seven and a half degrees East  
sixty six poles to a stake marked P. L. North East  
Corner to said preemption, then with a line thereof  
North twenty three and a half West one hundred  
and fifty nine poles to a stake on the bank of  
Stoner, then down the Creek South sixty two de-  
grees West forty and six tenths poles to a stake, &  
then North seventy four degrees West eight poles  
to the Beginning.

Also one other tract of fifty and an eighth acre of  
Land adjoining the above and bounded as fol-  
lows, Beginning at two sycamores and a sea-  
part tree on the North bank of Stoner, then South ten degrees  
East one hundred poles to the middle of the spring  
course continued in all one hundred and forty poles  
to a stake in Laysons old line, then with said line  
South eighty seven and a half degrees East sixty  
seven poles to a stake, then North nineteen degrees  
West one hundred and thirty five poles to an elm  
and hackberry on the bank of Stoner, then down the  
Creek as it meanders North seventy four degrees  
West

West crossing the Creek twenty two poles to the sycamores  
Corner to said Laysons heirs and then North seventy seven  
and a half degrees West twenty six poles to the Beginning  
Together with all the primary improvements, rights and  
privileges thereto belonging or in any wise apper-  
taining. To have and to hold the Land premises  
and appurtenances aforesaid unto the said Henry  
J. Duncan his heirs and assigns forever.

And the said Abraham Spear, wife do covenant  
and bind themselves their heirs executors and ad-  
ministrators to warrant and forever defend the said  
premises and appurtenances aforesaid unto the said  
Henry J. Duncan his heirs and assigns against the  
claim or claims of all and every person or persons whatever.

In witness whereof the said Spear and wife  
have hereunto set their hands and seals the  
day and year first above written.

A. Spear

R. P. Spear

Commonwealth of Kentucky and County of Benton's  
I Thomas P. Smith Clerk of the County and Justice of the Peace  
said do hereby certify that this deed from Abraham Spear and  
Rebecca P. his wife to Henry J. Duncan was this day produ-  
ced to me in my Office by the said Grantors and acknow-  
ledged by the said Abraham to be his act and deed  
and the said Rebecca being examined by me privately  
and apart from her husband declared that she did freely  
and willingly sell and deliver the said writing  
and wishing not to retract it and acknowledged the  
said writing again shew and explained to her to  
be her act and deed and consents that the same  
may be recorded. Whereupon said deed together  
with this Certificate hath been duly admitted to  
record in my Office. Given under my hand this  
Ninth day of June 1855.

Thos. P. Smith Clerk

Boundary of the land sold by John Standeford  
to Benjamin Kimmughan, a part of Isaac Gelpins  
690 ams, John Craig and Robert Johnson of  
John Craig who was assignee of John Cress  
presumption of 1000 ams, also part of  
Prop: 800 ams on the waters of stone  
and is bounded as follows to wit the  
beginning at a stone by a large cherry tree  
marked F. LAYSON - C H E R R Y T R E E  
C O R N E R on the north side of stone  
come to Goodrich Lightfoot and the heirs of  
Isaac Layson then with this line S 24 1/2° East  
203 1/4 poles crossing stone three times to a stake con-  
come to the heirs of William Jackson then with  
this line, N 83 1/2° East 84 poles to a stake in the oak mill  
road, then N 66 1/2° East 39 poles to the bank of stone in August  
line Eastward then down stone on top of the Bank as it  
meanders N 13° West 32 poles N 4 West 16 poles N 13 West 24  
poles N 42 W 30 poles N 51° West 8 poles N 65° West 44 poles then  
N 50 1/2 West 28 poles to a stake in Gelpins line, then with  
said line north crossing stone to the top of the north  
Bank come to Goodrich Lightfoot and Jacksons  
heirs then down stone on top of the Bank thereof  
to a Rowland and close in Gelpins lower line come to  
said Goodrich Lightfoot and Jacksons heirs then  
down stone as it meanders. North 11 poles N 35 West  
12 poles N 49 1/2 West 8 poles N 72 1/2 West 8 poles, N 84 1/2 West  
16 poles; S 63 1/2 West 24 poles; S 49 1/2 West 12 poles S 34 West  
16 poles S 21 1/4 West 28 poles, and then S 74 West 7 1/2 poles  
to the Beginning containing 180 1/2 ams and 20  
poles of land as made sale of by Standeford  
and 8 1/4 ams of Creek and bank a part of Gel-  
pins survey on the East side of the survey which  
8 1/4 ams are not warranted by said Standeford  
he only conveying such title to it as was held

George Sandford from Isaac Gilpin

Henry J Easton D.S. 1846

Sandford

To  $\frac{3}{3}$  Survey

Kenningsham:

180  $\frac{1}{2}$  ans & 20 ps

H- 8  $\frac{1}{4}$  ans of sto

we 188.  $\frac{3}{4}$  H 20 ps









north side of the Iron works road, corner to Henry  
Duncan, and running N<sup>o</sup> 89<sup>o</sup> W. 99  $\frac{7}{100}$  poles to a  
Stake on the north side of said road and on the east  
side of the Cleaveland road, then running on the  
same side of the latter road N<sup>o</sup> 6  $\frac{1}{4}$  W. 13 poles -  
thence N<sup>o</sup> 14<sup>o</sup> W. 65  $\frac{72}{100}$  poles to a stake, corner to the  
original tract of 186 A. and 36 square poles -  
then N<sup>o</sup> 60<sup>o</sup> E. 6  $\frac{8}{100}$  poles to a Locust, corner to said  
tract, then S<sup>o</sup> 35<sup>o</sup> 1/4 E. 42  $\frac{7}{10}$  poles to a stake, corner  
to said tract - then N<sup>o</sup> 57<sup>o</sup> 1/4 E. 66  $\frac{8}{100}$  poles to an  
ash and burning stump, corner to said tract - then  
S<sup>o</sup> 43<sup>o</sup> 1/4 E. 81 poles to the beginning - containing thirty  
five five and one half acres and twenty nine  
poles, as aforesaid =

Now the said parties of the first  
part, by virtue of the said act of the Legislature  
And their respective rights, have this day for  
and in consideration of the sum of two thousand  
four hundred and fifteen dollars in hand paid,  
the receipt whereof is hereby fully acknowledged,  
bargained, sold and conveyed, and by these presents  
do give, grant, bargain, sell and convey  
to the said Henry T. Duncan, their respective  
interest, aforesaid, in and to the lands herein  
described, together with all and singular the  
premises and appurtenances therunto belonging  
or in any wise appertaining - To have and to  
hold the land hereby conveyed to the said Henry  
T. Duncan, his heirs and assigns forever

And the said parties of the first part  
for themselves, their heirs and assigns, the aforesaid  
tract or parcels of land to the said party  
of the second part his heirs & assigns, against  
the claim or claims of themselves, their heirs and

representatives and all persons whatsoever  
claiming or to claim the same, do and will  
forever warrant and defend by these presents  
In testimony whereof the parties of the  
first part have hereunto set their hands  
and seals this the day and date first above  
written

William D. Price  
Johna Price  
Eloza Ellis

Commonwealth of Ky & County of Bourbon St  
I Thomas P Smith clerk of the County Court  
of said County do certify that this deed from  
William D Price & others to Henry T Duncan  
was this day produced to me for record  
and with the certificates thereon is duly  
recorded Given under my hand this 7th  
day of September 1848

Thos P Smith clk  
By Jm Smith Clk



N 63 1/2° W 21 1/2 poles N 49 1/2° W 12 poles S 34° W 16 poles S 21 1/2° W 28 poles and then S 74° W 7.36 poles to the Beginning.

The second parcel of 5 1/2 acres is bounded as follows, Beginning at an Elm and ~~hackberry~~<sup>hackberry</sup> on the South bank of Stoner, then S 19° E 135 poles to a stake in Laytons old pre-emption line, then with said line S 87 1/2° E 66 poles to a stake marked S.L.N.C. corner to said Pre-emption, then with a line thereof N 23 1/2° W 159 poles to a stake on the Bank of Stoner, then down the creek N 62° W 40.6 poles to a stake and then N 74° W 80 poles to the Beginning.

The third parcel of 5 1/2 acres is bounded as follows; Beginning at two sycamores and a sugar tree on the North Bank of Stoner, then S 10° E 100 poles to the middle of the spring course continued in all 140 poles to a stake in Laytons old line, then with said line South S 7 1/2° E 67 poles to a stake, then N 19° W 135 poles to an Elm and hackberry on the bank of Stoner, then down the creek as it meanders N 74° W crossing the creek twenty two poles to three sycamores corner to Isaac Laytons heirs and then N 77 1/2° W 20 poles to the Beginning.

The fourth parcel of 27.500 acres is bounded as follows; Beginning in Dryants line corner to Kelly then N 54 1/4° E 28 poles to a stone in Harts line then N 37 1/4° W 17 1/4 poles to a stone corner to Hart, then N 54 1/4° E 12.64 poles to a stone <sup>sugar tree then North 1/2 pole to a</sup> on the creek, then down the creek with its meanders at low water mark N 77 1/2° W 8 1/2 poles N 43° W 12.92 poles N 32 1/4° W 7 poles N 17° W 70 poles to a stone, then S 67 1/4° W 38.68 poles to a stone, then S 11 1/4° E 58 poles to a stone, then S 30 1/2° E 7 poles to the Beginning.

The fifth and last parcel of 21.700 acres is bounded as follows; Beginning at a stone at the fork

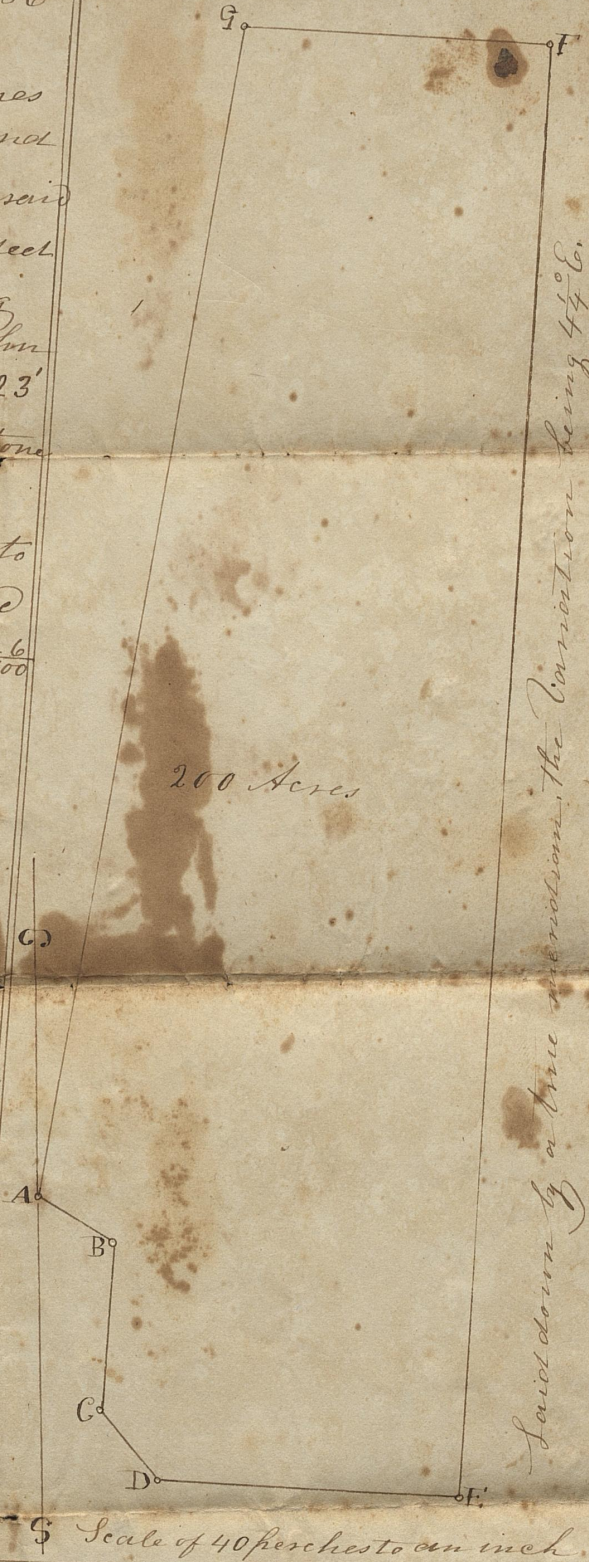
of the Eagle and Cynthiana roads, then N 75° 10' W. 2 1/2 pole chains to a stake 28 links South 23° E. from a stone marked S.L. corner to Geo Laytons settlement, then with said line N 23° W 8.53 pole chains to a stone then N 85 1/4° E 21 chains to a stake in the middle of the eagles mill road & then with said road South 14° 40' E 16.28 pole chains to the Beginning; excepting therout and therefrom a tract of 37 acres Woods conveyed by Deed from said Heidreth to James K. Marshall of record in the clerks office of the Bourbon County Court Book 37 page 163 to which reference is made also Woods in the possession of Robert Parmer sold to him by said Heidreth.

Together with all the premises improvements rights and privileges therunto belonging or in any wise appertaining; To have and to hold the Land premises and appurtenances of record into the said Duncan his heirs and assigns forever: and the said Heidreth and wife do covenant and bind themselves their heirs Executors and administrators to warrant and forever defend the Land premises and appurtenances of record into the said Duncan his heirs and assigns against the claim or claims of all and every person or persons whatsoever. In Testimony whereof the said Heidreth and wife have hereunto set their hands and seals the day and year first before written

John Heidreth  
Mariamne Heidreth (w)

Bourbon County Oct 7<sup>th</sup> 1836

Surveyed for Thomas Jones  
 the following tract of Land  
 lying in the County aforesaid  
 on Flat run and bounded  
 as follows. viz. Beginning  
 at A a Stone corner to John  
 Allen and running S 57° 23'  
 E. 21  $\frac{66}{100}$  poles to B a Stone  
 corner to said Allen  
 thence S 5  $\frac{1}{4}$ ° W 41 poles to  
 C a Stake corner to said  
 Allen thence S 38  $\frac{3}{4}$ ° E 22  $\frac{26}{100}$   
 poles to D a Walnut  
 corner to said Allen  
 thence S 86° 20' E 73  $\frac{7}{10}$   
 poles to E a Stake by  
 the root of an Oak  
<sup>in Allen's line</sup>  
 stump corner to John  
 Redman thence N 4° 3' E  
 354  $\frac{36}{100}$  poles to F a Stone  
 in the edge of the Kuddels  
 mill road corner to  
 Grimes thence N 86  $\frac{3}{4}$ ° W  
 74  $\frac{66}{100}$  poles to G a  
 thence  
 S 10° 33' W 288  $\frac{48}{100}$   
 poles to the beginn-  
 ing containing two  
 hundred acres



William Gault M.C.

298  $\frac{1}{2}$   
 33  $\frac{1}{2}$   
 21321  $\frac{1}{2}$   
 1603  
 334  
 1273  $\frac{1}{2}$

1373  
 201  
 1572  $\frac{1}{4}$

1273  
 204  
 473  $\frac{1}{2}$

Land Department Illinois Central Railroad,

Chicago, May 29<sup>th</sup> 1856.)

Sir:

Herewith please find notes and contracts prepared for the signature of Henry J. Duncan, Esq. When signed please return to us. We will then sign the contracts and hand you one of them for delivery. The advance interest of \$460<sup>00</sup> received by the hands W. Ingraham, Esq.

Respectfully Yours  
P. Dagg  
Secretary.

Benj. J. Ingraham, Esq.

Ag. Secy.

North West Land Co.

N. 82 Dearborn St.

Chicago  
Ill.

A R F  
264, 0, 17

Paris Bourbon Co Ky

March the 1<sup>th</sup> 65

Surveyed for W. G. Duncan Esquire the following tract of land lying in said county and bounded as follows to wit

Beginning at a corner in Wares line and running S 23  $\frac{1}{2}$  E 100  $\frac{60}{100}$  poles to a Buckey tree a corner to same thence N 84 W 43  $\frac{45}{100}$  poles to a stone corner to same thence S 15 E 161  $\frac{8}{100}$  poles to a stone corner to same thence S 24  $\frac{1}{2}$  E 26  $\frac{80}{100}$  poles to a stone corner to same thence S 65  $\frac{1}{2}$  W 59  $\frac{45}{100}$  poles to a stone corner to Ware in a swamp thence S 24  $\frac{3}{4}$  E 69  $\frac{72}{100}$  poles to a stone corner to Gyrrel and Bledge thence N 64 E 195  $\frac{65}{100}$  poles to a stone corner to Weathers thence N 25 W 80  $\frac{2}{100}$  poles to a stone corner to Weathers in the end of a stone fence thence N 68 E 74 poles to a corner in said stone fence in said Weathers line thence N 24 E 152  $\frac{24}{100}$  poles to a corner now made thence S 65  $\frac{3}{4}$  W 321  $\frac{36}{100}$  poles to the beginning and contains Two hundred and Sixtyfour Acres and Seven Poles.

John Browne S. B. C.

W. B. Duncan Esq

to

Mr Liven

A R 58

264-1-07

comes to said Bedford, thence S. 70° E. 30<sup>00</sup>/<sub>100</sub> poles to the Beginning.  
 There is excepted out of the foregoing deed a tract of 2 Acres 1 rood  
 and 10 poles conveyed by said party of the first part to Daniel  
 P. Bedinger, and bounded as follows, viz, Beginning at a  
 stone in the Cleveland road corner to said Bedinger in Robert C.  
 Scotts line thence S. 25° E. 39<sup>50</sup>/<sub>100</sub> poles to a stone in said Bedinger's  
 line, thence N. 15<sup>1</sup>/<sub>2</sub>° E. 80<sup>1</sup>/<sub>100</sub> poles to a stone standing 60 poles  
 from one of Christian's corner stones, and within 15 links of the  
 line of the land sold by N. Rusford to said Bedford, thence  
 N. 25° W. 45.70 poles to a stone in the Cleveland road & in the  
 line of said Robert C. Scott, & thence with said road line, and  
 Scotts line N. 11<sup>1</sup>/<sub>2</sub>° W. 80.78 poles to the Beginning,  
 Also there is excepted another tract of land containing 2 acres  
 3 roods & 32 poles of land sold conveyed to same bounded  
 as follows, to-wit, Beginning at a stone the third named  
 corner in the first named tract, thence S. 1° E. 5<sup>1</sup>/<sub>100</sub> poles to a  
 black ash corner to the land sold by Henry C. Bedford to said  
 Bedinger, thence N. 3<sup>1</sup>/<sub>2</sub>° E. 59<sup>70</sup>/<sub>100</sub> poles to a stone another of  
 his corner, thence N. 89° E. 20.16 poles to a stone in said  
 John's line, and corner made by Henry C. Bedford for said  
 Bedinger, and John Bedford and thence N. 25° W. 53.70 poles  
 to the Beginning. Together with all the premises, improvements  
 rights & privileges thereto belonging or in any wise  
 appertaining. To have and to hold the land premises  
 and appurtenances aforesaid unto the said party of the second  
 part his heirs and assigns forever. And the said party of the first  
 part do covenant & warrant themselves their heirs Executors Administrators  
 to warrant and forever defend the land premises and  
 appurtenances aforesaid unto the said party of the second part  
 his heirs and assigns against the claim or claims of all & every  
 person or persons whatsoever. In testimony whereof the said  
 party of the first part have hereunto set their hands & seals the  
 day and year first above written.

John Bedford *seal*  
 Sarah G Bedford *seal*

John Bedford

*Handwritten signature*

Henry C. Bedford

Witness  
 1787 & 8  
 1787 & 8  
 1787 & 8



Commonwealth of Kentucky and County of Bourbon, &c.  
We the subscribers two of the Justices of the peace in and for the  
County aforesaid, do certify that this deed from John Bedford and  
Sarah S. his wife to Henry T. Sweeney was this day produced to  
said County by the said Grantors, and the said Sarah S.  
being examined by us jointly and apart from her said  
husband declared that she did freely and willingly read  
and deliver the said writing and wished not to retract it,  
and acknowledged the said writing again & shown and  
explained to her to be her act, and did, and consented  
that the same might be recorded. Given under our hands and  
seals this day of 1843.

Recd  
Recd

Commonwealth of Kentucky & County of Bourbon &c.  
I James R. Smith clerk of the County Court of said  
County do certify that this deed from John Bedford and  
Sarah S. his wife to Henry T. Sweeney was this day pro-  
duced to me in <sup>said County</sup> my office by the said Grantors and  
by the said John Bedford acknowledged to be his act and  
deed and the said Sarah S. being examined by me jointly  
and apart from her said husband declared that she did  
freely and willingly read and deliver the said writing and  
wished not to retract it, & acknowledged the said  
writing again & explained to her to be her act  
and deed and consented that the same might be  
recorded. Wherefore said deed together with this cer-  
tificate hath been duly admitted to record in my office.  
Given under my hand this 16<sup>th</sup> day of November 1843.  
Thos. R. Smith, clk.  
By W. S. Hughard Secy.

Duncan  
& { Agreement  
Dickey

Articles of Agreement made and entered  
into this the 12<sup>th</sup> day of August 1837 - Between  
S<sup>d</sup> J. Duncan of The One Point & Miles D. Dickey  
of the other point witnesses that the s<sup>d</sup> Duncan  
For the purpose of having his racing stocks in a  
productive and brought to the track - under the  
greatest advantages - Agrees to place in the  
hands of s<sup>d</sup> Dickey - His two brood mares Ophe-  
lia & Ann Maria Marshall - That the s<sup>d</sup> Dickey  
agrees to feed and take care of them in the  
best possible manner - To breed them as s<sup>d</sup>  
Duncan may direct - to the best horses  
Rais Train & run upon the turf all s<sup>d</sup>  
Colts the produce of s<sup>d</sup> Mares - until s<sup>d</sup> Duncan  
can shall be perfectly satisfied - That they  
have attained their greater excellence upon  
the turf - And when the s<sup>d</sup> Duncan shall  
make sale of any Colt or Colts - after s<sup>d</sup> satis-  
isfactory trials - He agrees to pay over to s<sup>d</sup>  
Dickey or his representatives - One half of  
of the amount of s<sup>d</sup> Sale or sales of s<sup>d</sup> Colts  
as they they are bred and sold and the  
money collected - which shall be a con-  
tribution in full to s<sup>d</sup> Dickey - For all ex-  
pense and trouble he may be at - In taking  
ing proper care of the mares - Breeding  
(and paying the expense of the same) Training  
and running the Colts - All expenses in  
every particular - to be met and incurred  
by s<sup>d</sup> Dickey - until the sale may be made  
by s<sup>d</sup> Duncan - After they have made to  
him a satisfactory performance upon the  
Turf - S<sup>d</sup> Duncan also places in the  
hands of s<sup>d</sup> Dickey - A Colt by Rodolph  
out of

Appellias called Edwin Bryant - which  
s<sup>d</sup> Dickey agrees to train & run until s<sup>d</sup>  
Lumcan is satisfied that he has attain  
ed his best - when, after he sells him  
he agrees to pay over to s<sup>d</sup> Dickey on his  
representation - One half of the amount  
of s<sup>d</sup> sale when collected - during the  
the training of s<sup>d</sup> Colt - should s<sup>d</sup> Dickey  
die - he is bound to provide that his  
Executors - should have him properly  
trained - and put into the hands of such  
trainer as s<sup>d</sup> Dickey may provide for  
the training of his own colts - And in  
the event of the Death of Either party  
to this contract - with the exception of  
such colt or colts as s<sup>d</sup> Dickey makes  
a provision for the training of - Is  
thereby cancelled - Given under our  
hands & seals this the day & year  
above written

Wm. W. Dickey  
H. J. Lumcan