

number 6) one of Range number (28) twenty North West containing  
 Ninety (9) acres according to the United States survey. It with less ex-  
 cepting and reserving from sale by their parents so much of the said  
 above described and bargained premises as is contained in the follow-  
 ing described "to wit" a lot marked and distinguished on a map  
 of Bogdad as "Parley" which is laid out on said described and  
 bargained premises and the line on the side Northward of said  
 Parley lot is two hundred and fourteen (214) feet; the line on the  
 Westward side is two hundred and sixty four feet (264) the line  
 on the Eastward side is two hundred and forty feet (240) and the  
 line on the southward side is two hundred and forty (240) feet  
 containing about one acre and thirty one hundredths of one acre  
 (1.03) and all of which is now enclosed by the said party of the  
 first part and wherein he now resides his outside fencing being on  
 the line on each side of said reserved lot - with this distinct  
 understanding also by both parties and by them hereby overtly agreed  
 to, that the road between the water of the Black Water River and  
 the line of said lot reserved on the Eastward side thereof is ever  
 to remain as a public highway or a high way for the mutual  
 accommodation of both parties and the same never to be obstruc-  
 ted by either party - Second also as is contained in the following  
 bounds "to wit" Commencing at the North end of said bargained  
 premises as above particularly mentioned and described on the Banks  
 of the said Black Water River and running south on the section  
 line six hundred (600) feet thence south forty five (45) degree East two  
 hundred and eighty four feet to the said River thence along the Bank of  
 the said River in a north and west direction four hundred and  
 forty eight 448 feet to the starting point containing a superficial  
 area of one acre and thirty four cords or thereabouts which the said  
 party of the first part has heretofore conveyed to Celeb. Brown as shown  
 by his deed to said Brown dated the 20<sup>th</sup> July 1839. Together with  
 all and singular the hereditaments and appurtenances thereunto belonging  
 or in anywise appurtenant and the accretions and accretions since  
 under and remainders rents issues and profits thereof and also  
 all the Estate right title interest claim or demand whatsoever  
 of the said party of the first part either in law or equity of in  
 and to the above bargained premises with the said hereditaments  
 and appurtenances. To have and to hold the same bargained  
 and described premises as above particularly mentioned and described  
 to the said party of the second part his heirs and assigns forever in  
 fee simple. And the said party of the first part for him-  
 self his heirs executors and administrators do hereby covenant to  
 warrant and defend the said party of the second part in  
 the title and quiet enjoyment of the premises hereby conveyed  
 on Testimony whereof the said party of the first part has  
 hereunto set his hand and affixed his seal the day and  
 year first above written

Signed sealed and delivd in presence of  
 W. W. Smiger  
 John Chalm

W. D. Parley (L.S.)

No 1876  
 No  
 South Pass  
 No 45