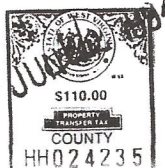
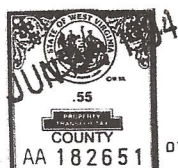
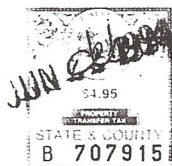
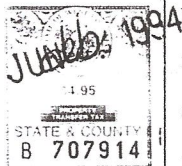


*Charles W. Smith
atty at law
Reaper
6-30-94*



EFFIE URICE STAGGERS,
WIDOW, BY PHILLIP G.
STAGGERS, HER ATTORNEY
IN FACT

TO

DEED

JOHN T. SUMMERS and
PATRICIA A. SUMMERS

THIS DEED, Made on this the 10th day of May, 1994, by and between Effie Urice Staggers, widow, by Phillip G. Staggers, her Attorney in Fact, Grantor and party of the first part, and John T. Summers and Patricia A. Summers, his wife, of Post Office Box 23, Fort Ashby, West Virginia 26719, Grantees and parties of the second part.

WITNESSETH: That for and in consideration of Ten Dollars (\$10.00), and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said party of the first part does hereby grant, bargain, sell and convey, with covenants of General Warranty, subject to the covenants and reservation hereinafter set forth, unto the said parties of the second part, with full rights of survivorship as at common law, that certain parcel of land situate on the Southeast side of Knobley Road (County Route 9), approximately 1,000 feet North of its intersection with County Route 14, in Cabin Run District, Mineral County, West Virginia, and more particularly described as follows, to-wit:

BEGINNING at a double locust in the fence line between the parent tract and a tract of Mary Hines (Will Book 22, page 518) about 300 feet from the road; thence by new lines through the parent tract, North 37 deg. 46' 28" East 268.51 feet to a metal fence post marking an underground cable; thence North 61 deg. 04' 07" West 329.78 feet to a rebar set 15 feet from centerline of Knobley Road and about 3 feet Northeast of the end of a



culvert under the road; thence along the Southeast side of the road, 15 feet from centerline, North 34 deg. 02' 55" East 166.86 feet; thence North 36 deg. 52' 40" East 143.20 feet; thence North 43 deg. 07' 34" East 27.22 feet; thence North 49 deg. 33' 56" East 38.75 feet; thence North 71 deg. 27' 47" East 86.08 feet; thence North 75 deg. 44' 04" East 76.57 feet; thence North 76 deg. 20' 18" East 73.31 feet to a rebar set; thence leaving the road, continuing with new lines through the parent tract, South 65 deg. 56' 27" East 255.27 feet to a rebar set at the top of a small bank of the outlet of the earthen spillway of a pond on this tract; thence South 20 deg. 44' 39" East 541.51 feet to a rebar set a few feet North of a farm road; thence roughly paralleling said farm road, South 58 deg. 11' 26" East 517.61 feet to a rebar set; thence crossing the road, South 22 deg. 04' 25" West 686.12 feet to a post in the fence line between the parent tract and Hines, a rebar added; thence with the fence and Hines, North 50 deg. 01' 03" West 1223.24 feet to the point of BEGINNING, containing 21.30 acres, more or less, as shown on the Plat attached hereto as a part hereof, and being a portion of that certain tract containing 155 acres, more or less, that was acquired by said Effie Urice Staggers by the Last Will and Testament of Bertha Rogers Urice which is of record in the Office of the Clerk of the County Commission of Mineral County, West Virginia, in Will Book No. 5, at page 67, and by that certain Deed from H. Kate Rogers, et al., to said Effie Urice Staggers dated June 25, 1949, and of record in said Clerk's Office in Deed Book No. 90, at page 396.

The above described real estate is conveyed subject to the following which shall be covenants running with the land:

1. The real estate hereby conveyed shall not be further subdivided.

2. No house trailer or mobile home shall be constructed, placed or maintained upon said real estate or any part thereof.

3. No junk, junked vehicles or parts thereof, or vehicles not in current use shall be kept or stored on said real estate, other than within a building thereon.

4. Trash, refuse or any unsightly material shall not be allowed to accumulate on said real estate.

There is hereby reserved unto the Grantor, her heirs and assigns, a right of way over and across said farm road that extends from said County Route 14 to the remaining lands of the Grantor, as a means of ingress and egress for the removal of agricultural products and for agricultural activities.

In further consideration of the purchase price paid for the real estate hereby conveyed, the Grantor hereby covenants and agrees as follows:

1. The lands of said Effie Urice Staggers situate on the Northwesterly side of said Knobley Road shall not be subdivided, nor used for a commercial purpose, or the raising of hogs or poultry, and no activity shall be allowed thereon that will contaminate or alter the flow of water therefrom onto the real estate hereby conveyed.

2. If the Grantor hereafter desires to sell all or any portion of the remainder of said tract of 155 acres and has received a bona fide offer for the purchase thereof, the Grantor shall forthwith notify the Grantees, or the survivor of them, in writing, of such desire and the amount of said bona fide offer, and the Grantees, or the survivor of them, shall have the right to purchase the same within 45 days of the receipt of said notice for an amount equal to that of said bona fide offer.

3. If the Grantor hereafter desires to sell said lands of said Effie Urice Staggers situate on the North-

westerly side of said Knobley Road and has received a bona fide offer for the purchase thereof from anyone other than Christopher Jordan, the Grantor shall forthwith notify the Grantees, or the survivor of them, in writing, of such desire and the amount of said bona fide offer, and the Grantees, or the survivor of them, shall have the right to purchase the same within 45 days of the receipt of said notice for an amount equal to that of said bona fide offer.

4. The rights granted to the Grantees in the immediately preceding Paragraphs Numbers 2 and 3 hereof are not assignable nor transferable, are personal to the Grantees, and terminate upon the Grantees being divested of record title to the real estate hereby conveyed.

The Grantor hereby declares that the total consideration paid for the property conveyed hereby is \$132,000.00.

TO HAVE AND TO HOLD the above described real estate, together with all and singular the buildings and appurtenances thereunto belonging or in anywise appertaining, unto the said parties of the second part, with full rights of survivorship, and to their heirs and assigns, in fee simple absolute, forever.

WITNESS the following signature and seal:

EFFIE URICE STAGGERS, WIDOW,

BY

Phillip G. Stagers
PHILLIP G. STAGGERS, ATTORNEY IN
FACT FOR EFFIE URICE STAGGERS, WIDOW

STATE OF WEST VIRGINIA,

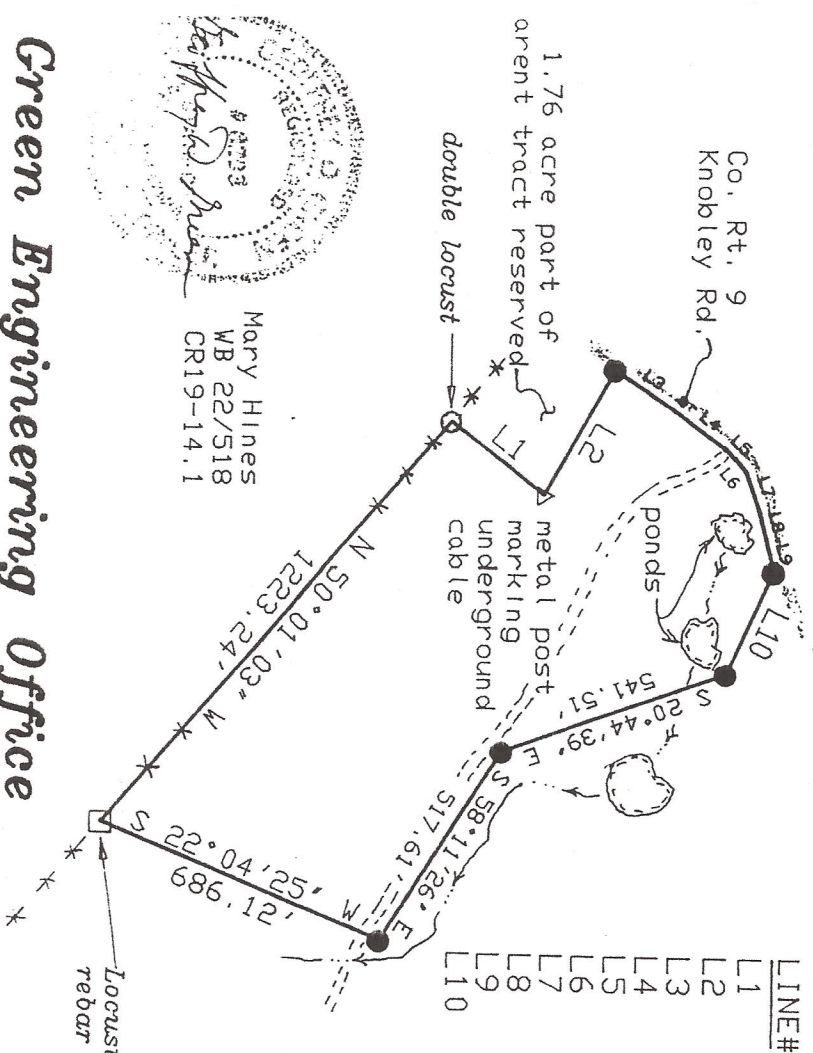
COUNTY OF MINERAL, to-wit:

I, Beverly C. Bromhal, a Notary Public in and for the County and State aforesaid, do certify that Phillip G. Stagers, whose name is signed to the foregoing Deed bearing date May 10, 1994, as Attorney in Fact for Effie Urice Stagers,

Plat of Survey - 21.30 Acres +/- for Effie Urice Stagers

Part of T. M. 19, P. 2, and D. B. 90, Pg. 396 (155 ac.) Cabin Run District Mineral County West Virginia

Scale: 1" = 400'



Green Engineering Office
Burlington, WV. 304/289-5033

Mary Hines
WB 22/518
CR19-14.1



JUN 07 1994

RECORDED

BOOK 276 PAGE 493

STATE OF WEST VIRGINIA, MINERAL COUNTY, TO-WIT:

Be it remembered that on, this 22nd day of June, 1994
at 4:32 o'clock P M., the foregoing deed
with the certificate thereof annexed, was presented in the Office of the Clerk of the County Commission and admitted to record.

Effie Stagers

Clerk County Commission

12/13/95
John T. Summers
Rt 1 Box 116
Keyser Wv

PHILLIP G. STAGGERS

TO

DEED

JOHN T. SUMMERS and
PATRICIA A. SUMMERS

THIS DEED, Made on this the 8th day of November, 1995, by and between Phillip G. Staggers, Grantor and party of the first part, and John T. Summers and Patricia A. Summers, of Route 1, Box 116, Keyser, West Virginia 26726, Grantees and parties of the second part.

WITNESSETH: That for and in consideration of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the said party of the first part does hereby grant, bargain, sell and convey, with covenants of General Warranty, subject to the covenants and restrictions hereinafter set forth, unto the said parties of the second part, with full rights of survivorship as at common law, those certain parcels of land situate, lying and being on Knobley Road (County Route 9), about 1/4 mile North of its intersection with Limestone Road (County Route 14), in Cabin Run District, Mineral County, West Virginia, and more particularly described by metes and bounds as follows, to-wit:

First: BEGINNING at a T-post found on the West side of Knobley Road in the line of M. Hines (Will Book 22, page 518), said post is North 50 deg. 02' 53" West 95.23 feet from the centerline of the road; thence from said T-post with Hines, North 50 deg. 02' 53" West 125.05 feet to a T-post found, a corner with M. Hines and the parent tract, Phillip G. Staggers (90/396); thence by new lines through the parent tract, North 34 deg. 41' 14" East 599.61 feet to a rebar set for a new corner; thence South 51 deg. 42' 12" East striking a hickory now marked for a corner at 230.92 feet and continuing 25.15 feet more for a total length of 256.07 feet to a point in the centerline of

-1-



Indorsed True
RELEASED
76 PAGE 920
8-26-96
BOOK
DATE

STAGGERS AND MELODY
ATTORNEYS AT LAW
KEYSER, WV 26726

BOOK 282 PAGE 892

257/592

Knobley Road; thence with the centerline of said road, South 71 deg. 27' 47" West 21.50 feet; thence South 49 deg. 33' 56" West 42.50 feet; thence South 43 deg. 07' 34" West 28.88 feet; thence South 36 deg. 52' 40" West 144.39 feet; thence South 34 deg. 02' 55" West 166.98 feet; thence South 35 deg. 56' 54" West 205.64 feet; thence leave the road and with Hines, North 50 deg. 02' 53" West striking a rebar set at 20.00 feet and continuing 75.23 feet more for a total length of 95.23 feet to the point of BEGINNING, containing 3.11 acres, more or less, including 0.28 acre within the 20.00 foot County road right of way, and as more particularly shown on a Plat attached hereto as a part hereof.

Second: BEGINNING at a double locust on the East side of Knobley Road in the fence line between the parent tract and a tract of Mary Hines (Will Book 22, page 518), about 300 feet from the road, and being the point of beginning of the Grantees' land (Deed Book 276, page 488); thence North 50 deg. 01' 03" West approximately 300 feet to the centerline of said road; thence with the centerline of said road, North 35 deg. 56' 54" East 205.64 feet to a corner of the Grantees; thence with the line of the Grantees, South 61 deg. 04' 07" East 329.78 feet; thence continuing with a line of the Grantees, South 37 deg. 46' 28" West 268.51 feet to the point of BEGINNING, containing 1.76 acres, more or less, and as shown on a second Plat attached hereto as a part hereof.

The real estate hereby conveyed is a portion of the same real estate that was acquired by Effie Urice Staggers by the Last Will and Testament of Bertha Rogers Urice which is the aforesaid Clerk's Office in Will Book No. 5, at page 67, and by that certain Deed from H. Kate Rogers, et al., to said Effie

Urice Staggers, dated June 25, 1949, and of record in said Clerk's Office in Deed Book No. 90, at page 396, and is a portion of the same real estate that was devised to the Grantor, Phillip G. Staggers, by the Last Will and Testament of said Effie Urice Staggers, which is of record in said Clerk's Office in Will Book No. 27, at page 131.

The above described real estate is conveyed subject to the following which shall be covenants running with the land:

1. No house trailer or mobile home shall be constructed, placed or maintained upon said real estate or any part thereof.
2. No junk, junked vehicles or parts thereof, or vehicles not in current use shall be kept or stored on said real estate, other than within a building thereon.
3. Trash, refuse or other unsightly material shall not be allowed to accumulate on said real estate.
4. The real estate hereby conveyed shall not be subdivided, nor used for a commercial purpose, or the raising of hogs or poultry, and no activity shall be allowed thereon that will contaminate or alter the flow of water therefrom onto the real estate conveyed by Effie Urice Staggers to John T. Summers, et ux., by that certain Deed dated May 10, 1994, and of record in said Clerk's Office in Deed Book No. 276, at page 488.

Mabel Jean Staggers, wife of the Grantor, joins in the execution of this Deed solely for the purpose of acknowledging that she has received notice of this conveyance pursuant to the provisions of West Virginia Code Section 43-1-2.

There is hereby reserved unto the Grantor a vendor's lien on the real estate hereby conveyed in the amount of \$6,000.00 which is due and payable unto the Grantor, in full, on or before November 15, 1997.

Plat of Conveyance to John T. & Patricia A. Summers from Phillip G. Staggers

Part of D.B. 90, p. 396 & T.M. CR 19-2
Cabin Run District, Mineral County, W.V.

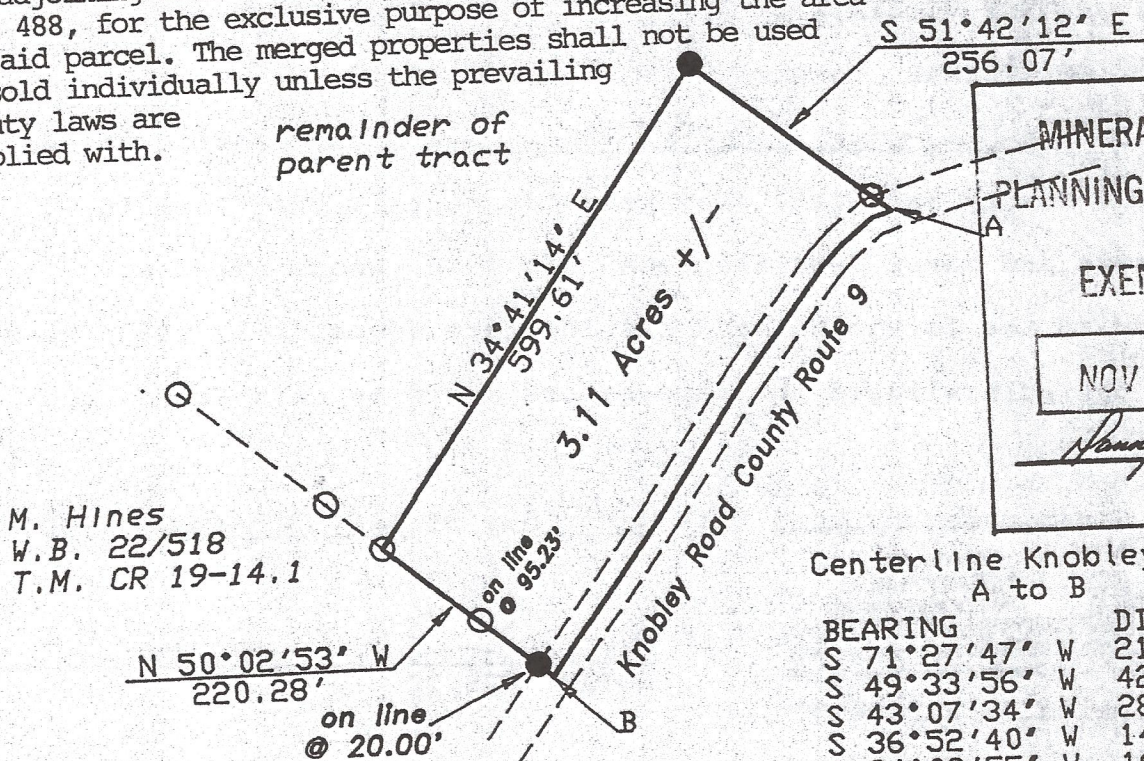


Magnetic of other Staggers
land across Knobley Road
November, 1993

3.11 Acres includes 0.28 acres
within 20' road R/W -

The property hereon described shall be merged into one property with
the adjoining 21.30 acre parcel which is recorded in Deed Book 276, at
page 488, for the exclusive purpose of increasing the area
of said parcel. The merged properties shall not be used
or sold individually unless the prevailing
county laws are
complied with.

remainder of
parent tract



M. Hines
W.B. 22/518
T.M. CR 19-14.1

MINERAL COUNTY
PLANNING COMMISSION

EXEMPT LOT

NOV 16 1995

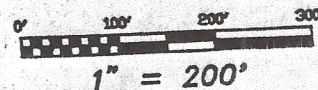
Shirley Grant

Director

Centerline Knobley Road
A to B

BEARING	DISTANCE
S 71° 27' 47" W	21.50'
S 49° 33' 56" W	42.50'
S 43° 07' 34" W	28.88'
S 36° 52' 40" W	144.39'
S 34° 02' 55" W	166.98'
S 35° 56' 54" W	205.64'

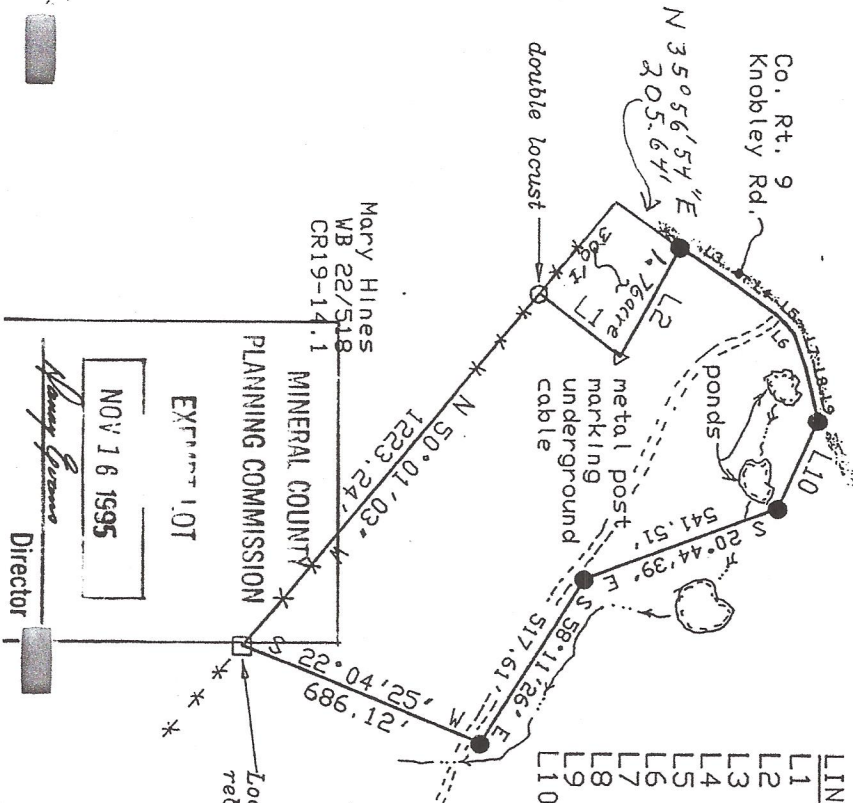
- ⊙ T-post found, Intervisible
- rebar set
- ⊙ hickory now marked for a corner @ 25.15 on line



Green Engineering Office
Burlington, WV. 304/289-5033

Plat of Survey - 1.76 Acres +/- for Philip Stagers

Part of T. M. 19, P. 2, and D. B. 90, Pg. 396 (155 ac.) Cabin Run District, Mineral County, West Virginia



LINE#	BEARING	DISTANCE
L1	N 37°46'28" E	268.51'
L2	N 61°04'07" W	329.78'
L3	N 34°02'55" E	166.86'
L4	N 36°52'40" E	143.20'
L5	N 43°07'34" E	27.22'
L6	N 49°33'56" E	38.75'
L7	N 71°27'47" E	86.08'
L8	N 75°44'04" E	76.57'
L9	N 76°20'18" E	73.31'
L10	S 65°56'27" E	255.27'

Parent Tract - Reserved

The property hereon described shall be merged into one property with the adjoining 21.30 acre parcel which is recorded in Deed Book 276, at page 488, for the exclusive purpose of increasing the area of said parcel. The merged properties shall not be used or sold individually unless the prevailing county laws are complied with.

Philip G. Stagers
Dr. Philip G. Stagers, Preparer

EXTRACT 101
NOV 16 1995

Henry Evans
Director

STATE OF WEST VIRGINIA, MINERAL COUNTY, TO-WIT:

Be it remembered that on, this 15th day of December, 19 95 at 11:33 o'clock A M., the foregoing Deed & Plats with the certificate thereof annexed, was presented in the Office of the Clerk of the County Commission and admitted to record.

RUBY L. STAGGS

BOOK 282 PAGE 897