

THOMAS H. TAYLOR and
OPAL L. TAYLOR

TO DEED

WILSON F. WAGNER and
MARGARET A. WAGNER

THIS DEED made and entered into this 11th day of June, 1976, by and between Thomas H. Taylor and Opal L. Taylor, husband and wife, each in their own right and as spouse of the other, grantors and parties of the first part, and Wilson F. Wagner and Margaret A. Wagner, husband and wife, as joint tenants with rights of survivorship, whose address is 12700 Gould Road, Wheaton, Maryland 20906, grantees and parties of the second part.

WITNESSETH: That for and in consideration of the sum of Twenty-Five (\$25.00) Dollars, cash in hand paid, the receipt of all of which is hereby acknowledged, the said parties of the first part do hereby grant and convey, with covenants of general warranty and to be free and clear of all liens and encumbrances, unto Wilson F. Wagner and Margaret A. Wagner, husband and wife, as joint tenants with rights of survivorship, all those three certain tracts or parcels of land situate at Okoooko, Gore District of Hampshire County, West Virginia, described upon the Land Books for assessment purposes in the name of Thomas H. Taylor and Opal L. Taylor, as containing 2 acres and 127 poles; 30 acres; and 6 acres and 122 poles, being all the same real estate in which Thomas H. Taylor and Opal L. Taylor, his wife, acquired a 2/3 undivided interest by deed of Ola Ritter dated 17 April, 1958, of record in the Clerk's Office of the County Court of Hampshire County, West Virginia, in Deed Book No. 139 at page 373, and in which they acquired a 1/3 undivided interest by deed of Charles R. Henry and Helen M. Henry, husband and wife, dated 3 November, 1964, of record in the aforementioned Clerk's Office in Deed Book No. 141 at page 471. Reference is here made to these deeds and

the deeds in the chain of title for a fuller and more complete description of said real estate by metes and bounds as follows:

FIRST:

"Beginning at the beginning of the entire tract purchased from Hiram Michael and wife and running with the last line of the same reversed N. 73 21 W. 37.57 perches; thence N. 10 E. 12.36 perches to a forked locust on the bank of a gut; thence with the line of said entire tract to the beginning, containing 2 3/4 acres, 7 perches and 140 square feet, more or less."

SECOND:

"Adjoining the lands of Russell, Hass, Malcolm and others, it being a part of the Samuel Bonham survey, conveyed to Z. Johnson by James Parsons, Trustee, comprising all of the land lying East of Bloom's Hollow, that was owned by Z. Johnson and bounded as follows: Beginning at a locust stake set in a rotten birch stump supposed to be Russell's corner; thence S. 6 W. 10 1/2 poles to a spruce pine marked as a corner; thence S. 19 W. 26 1/2 poles to two pines marked as a corner, supposed to be the original corner of Hass's land on the Northeast side of River Hill; thence N. 87 W. 128 to Malcolm's line, the original corner not being found, substituted and marked a walnut sapling in the center of Bloom's Hollow, as a corner; thence down Boom's Hollow with the meanderings of the water course to a stake in Russell's line in the centre of said hollow; thence with Russell's line reversed to the beginning, supposed to contain thirty-some acres."

THIRD:

"Beginning at a corner on the top of a ridge of the Potomac Mountain and with the lands of Samuel Snyder and J. C. Snyder; thence with an original line of the Hass land N. 6 E. 50 poles to a locust East of the Tool House; thence with the B. & O. Railroad, S. 65 E. 36.8 poles to a post (stone to be set); thence S. 23 W. 12 poles to the North bounds of the County Road; thence 30 feet across said road same course continued to a stone to be planted, near a (sugar) tree; thence S. 56 degrees 30 minutes W. 39 poles to the beginning corner. Also, a triangular piece of land on the North side of B. & O. Railroad, beginning at the railroad property limit in the third line and with the same course N. 23 E. 13 poles to river; thence with the course of river S. 84 W. 23 poles to the B. & O. Railroad property; thence with the railroad line S. 65 E. 20 poles to the beginning, containing in all, 6 acres and 122 poles."

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The grantors will pay the taxes upon said real estate for the calendar year 1976. However, the grantees will pay the taxes upon said real estate for the calendar year 1977, although the same may have already been assessed in the name of the grantors.

It is the purpose and intention of this deed, and it is hereby accepted by the grantees that this property is conveyed unto them with rights of survivorship; that is, if the said Nelson P. Wagner should die before his wife, Margaret A. Wagner, then the entire estate in fee simple in and to the said property shall be and become the sole property of the said Margaret A. Wagner, and that if the said Margaret A. Wagner should die before her husband, Nelson P. Wagner, then the entire estate in fee simple in and to the said property shall be and become the sole property of the said Nelson P. Wagner.

TO HAVE AND TO HOLD the real estate herein conveyed unto the said Nelson P. Wagner and Margaret A. Wagner, husband and wife, as joint tenants with rights of survivorship, in fee simple.

WITNESS the following signatures and seals:



Thomas H. Taylor (SEAL)
Thomas H. Taylor

Opal L. Taylor (SEAL)
Opal L. Taylor