

This Indenture made and entered into this 29<sup>th</sup> day of October 1838 between George W. Smith and Sabina his wife of the first part, and William Sale of the second part, all of the City of Louisville, W. Va., that Whereas the said William Sale hath become bound as the surety of the said George W. Smith in a Bond bearing date the 13<sup>th</sup> of October 1838 to Simon Buckner Commissioner appointed by a decree of the Jefferson Circuit Court to sell fifty two and half feet of front on the Corner of Jefferson & First Cross Streets and running through to Green Street, it being part of Lot n<sup>o</sup> 296 in the City of Louisville, and which bond is for the sum of nine thousand five hundred and twenty four dollars & fifty five Cents with interest at the rate of six per Cent per Annum from the said 13<sup>th</sup> day of October, and is payable in twelve months from the date of said Note or obligation: — And whereas the said George W. Smith is willing and desirous to save harmless and indemnify the said William Sale by reason of the said Suretyship: Therefore in Consideration of the premises and the further consideration of Ten dollars in hand paid by the said Sale to the said Smith, he the said Smith hath granted, bargained, sold, transferred & conveyed, and by these presents doth grant, bargain, sell, alien, transfer convey & let over to the said William Sale all that certain Lot of Land on the Corner of Jefferson & First Cross Streets, running fifty two and half feet from the Corner of said First Street West on Main Street & extending back to Green Street & fronting on the same fifty two and half feet, it being part of Lot n<sup>o</sup> 296, and the same which was purchased by the said Smith from Simon Buckner Commissioner as aforesaid: To have and to hold the said Lot to him the said William Sale and his Heirs and assigns forever: Provided nevertheless that if the said George W. Smith his Heirs Executors Administrators shall well and truly pay the principal and interest of the said Bond to the said Simon Buckner; or to such person as shall be duly authorized to receive the same; and shall at all times save harmless and indemnify the said William Sale his Heirs Executors or Administrators from all loss or damage which the Sale or his Estate may sustain by reason



every part thereof shall be null and void and of  
no Effect: And in such Court, the said Sale & his Heirs will  
when required by the said Smith or his Heirs or assigns, at their  
proper Costs & charges release all interest vested in the said Sale  
& his Heirs by this Deed:

And the said Smith for himself his Heirs Executors  
and Administrators covenants and agrees that he and they will  
well and truly save harmless and indemnify the said Sale his  
Heirs Executors and Administrators from all loss or damage  
which they or any of them may sustain by reason that the said  
Sale has become bound as the Surety for the said Smith in the  
obligation herein before mentioned to Lemmon Buckner.

In Witness whereof the parties have hereto set their  
hands & Seals this 29<sup>th</sup> day of October 1838.

G. W. Smith (25)

(25)

I Curran Goffe clerk of the County Court of  
Jefferson County, in the State of Kentucky, do certify  
that on this day, the foregoing deed from George W. Smith to  
William Sale was produced to me in my office & I have  
acknowledged by said Smith to be his act & deed; &  
that I have recorded said deed at the request of said  
Sale in my said Office.

Witness my hand this Thirteenth day of October,  
eighteen hundred & thirty eight. Curran Goffe



W 538.  
Smith and wife —  
Sale of Deed.

1838 Oct. 30 acknowledged  
by Smith and wife

Recorded in deed  
book No. 52 pages  
174 & 175

Tax fees paid —