Bethel Academy

figure 1
APPENDIX A

APPENDIX A-1

Original Deed
November 28, 1797

This indeniture made the twenty-eighth day of November in the year of our Lord, one thousand seven hundred and ninety-seven; between John Lewis of the County of Fayette and the Commonwealth of Kentucky and Elizabeth his wife of the one part, and the Reverend Francis Poythress now president of Bethel School in the county and state aforesaid, and his successors presidents of the said school in trust to and for the use and the profit of the said school of the other part. Whereas the said John Lewis on the sixteenth day of May in the year of our Lord, one thousand seven hundred and ninety-four did contract to and with James Hord, Nathaniel Harris and Andrew Hynes, then trustees for the said intended school called Bethel to convey to them the said Trustees and their successors one hundred acres of land situate in the county aforesaid, being part of two surveys and bounded as follows: Beginning at two cedars in James Curd's land on the cliffs of the river, running thence south sixty-one poles to a hickory and elm, thence, north thirty-seven poles to the hemphill branch, thence up the said branch its several courses to three elms thence west to James Curd's corner, and with his line same course in all two hundred and sixty poles to the beginning. Now this indeniture witnesseth that the said John Lewis for and in consideration of the sum of five shillings current money to him in hand paid by the said Francis Poythress at and before the sealing and delivery of these presents, the receipt whereof he doth hereby acknowledge and for the purpose of buying the said contract into effect, hath granted bargained and sold and by these presents doth grant bargain and sell unto the said Francis Poythress and his successors in trust for the use, intent and purpose herein mentioned, all the before mentioned and described tract or parcel of land and premises containing one hundred acres with the appurtenant thereunto belonging or in any wise appertaining and the revision and reversions, remainder and remainders, rent issues and profits thereof, and also all the estate interest and property thereof. To have and to hold the before mentioned and described one hundred acres of land and premises with its appurtenances unto the said Francis Poythress and his successors in trust to and for the use intent and purpose herein is possessed forever to the only proper use benefit and behoof of the said Francis Poythress and his successors in trust as aforesaid forever,
being president of the said school called Bethel or by whatever name or title the same shall be called or known and to and for the use benefit and behoof of the said school forever. And the said John Lewis and Elizabeth his wife for themselves their heirs executors and administrators do further covenant grant and agree to and wit the said Francis Poythress and his successors presidents of the said school called Bethel for the time being, that the said Francis Poythress and his successors in trust as aforesaid and for the use aforesaid shall have, hold, and possess the before mentioned one hundred acres of land and premises with the appurtenances and all houses and buildings erected or to be erected thereon without the let hindrance or molestation of them the said John Lewis and Elizabeth his wife or of any other person or persons whatsoever. And it is further covenanted and agreed by and between the said John Lewis and his heirs, and the said Francis Poythress in behalf of himself and his successors in trust as aforesaid that the said Francis Poythress president of the school called Bethel do and shall permit such ministers and preachers as are under the direction, and in communion with the general conference held in Baltimore or any other place and such minister or preachers are appointed at the yearly conference in Kentucky or any other part of the Western district, preach and expound God's holy word therein, and administer the ordinances of the Gospel at any time and at all times. That the said Francis Poythress and his successors do and shall permit such teacher as shall have a recommendation from the Bishop and Conference held in Baltimore or elsewhere to teach the English or other languages or sciences.

That the said Francis Poythress and successors aforesaid do appoint the Trustees for visiting and conducting the said school from year to year, to revoke and change such trustees from time to time as he or they may think proper. And it is further covenanted and agreed between the parties aforesaid that if the said Francis Poythress and his successors shall judge by the counsel and examination of and with the Trustees, that any preacher or teacher in Bethel School are either unfit for want of proper abilities or want of diligence or any impiety; he shall dismiss such persons from the employ of the said school. And it is further covenanted and agreed between the parties aforesaid that in the passage of the said Francis Poythress, or on his ceasing to be a member of the Methodist Episcopal Church, the Bishop and conference held in Baltimore or elsewhere shall appoint another person to act as president of Bethel School, who shall possess all the right and title, law and equity, and possess all the privileges and powers covenanted and granted to the said Francis Poythress by this deed. And the said John Lewis for himself his heirs executors and administrators doth further covenant grant and agree to and with the said Francis Poythress and his successors that he the said John Lewis and his heirs do, and shall well and truly make or cause to be made all such further, and other act and acts, deed or deeds, assurances and covenants in the law for the more perfect granting and assuring the promises aforesaid as shall be reasonably required by the said Francis Poythress and his successors so that the said lands and premises shall enure and be held for the benefit use and purpose of the said school call Bethel forever, according to the true intent and meaning of these presents. And lastly the said John Lewis for himself his heirs executors and administrators doth further covenant grant and agree to and with the said Francis Poythress and his successors as aforesaid, that he the said John Lewis the before mentioned lands and premises with its appurtenances to the said Francis Poythress and his successors for use of the said school shall and
will warrant and forever defend by these presents. In witness whereof the said John Lewis and Elizabeth his wife for themselves and the said Francis Poythress on behalf of himself and his successors have hereunto set their hands and affixed their seals the day and year first above written sealed and delivered in the presence of

John Lewis (seal)
Elizabeth (seal)
Francis Poythress (seal)
John Metcalf

Presigned sealed and delivered this twenty-fourth day of May on thousand eight hundred and four in the presence of:

James Hord
John Lewis (seal)
James Crutcher
Thomas Wilkerson, Fayette County School
Nath Harris, Clerk's office, January 14th, 1805

This indenture of bargain and sale from John Lewis to Francis Poythress, President of Bethel School and his successor presidents of the said school proved by the oath of Nath'l Harris one of the witnesses thereto, and is certified. On the 28th day of January 1805 was proved by the oath of Thomas Wilkerson a second witness thereto and is certified. And on the 15th day of April 1805 was fully proved by the oath of James Hord a third subscribing witness thereto and is admitted to record in my office agreeably to law.

Teste, Levi Todd, Clerk

APPENDIX A-2

June 1, 1816

This indenture made this first day of June 1816 between John Lewis of the County of Jessamine and State of Kentucky of the one part and William Lewis of the state and county aforesaid of the other part witnesseth that the said John of and in consideration of the love and affection he has towards the said William, his son, and for divers other good offices done and performed by the said William to the said John hath granted bargained and given for and in consideration of a certain tract or parcel of ground situate lying and being in the County of Jessamine, commonly called and know the Bethel tract containing one hundred acres be the same more or less bounded as follows (to wit) beginning at a stake in Patrick Noonen’s line on the east side of the hempmill branch running thence west to the Bethel Academy corner, thence said West Course with Bethel line passing James Curd’s corner on the line and with said line same course continued two hundred and sixty-four poles in all to two cedars on the cliffs of the Kentucky River thence south sixty-one and three-fourth poles to a cedar in the edge of the cliffs thence east 266 poles to a white oak and sugar tree thence north to the beginning to have and to hold the said tract or parcel of ground together with all and singular the appurtenances thereunto belonging or in anywise appertaining to him the said William and his heirs forever free from the claim or claims of the said John
or any person claiming under him in witness whereof the said John hath set his hand and seal the day and year above.

Written teste

Richard Hightower
John Lewis (seal)
Daniel Lewis
John Lewis (seal)
Jessamine county Set.
June 1, 1816

May 24, 1819

Know all men by these presents that I, John Lewis, of the County of Jessamine, State of Kentucky have for and in consideration of the natural love and affection which I have and bear towards my beloved son, William Lewis, of said county and state this day given grant-ed aliened and confirmed and by these presents do give grant alien and confirm unto my said son William his heirs and assigns forever all and every part of my distributable share or portion of the Estate real or personal of my deceased brother Daniel Lewis of the County of Fairfax, Virginia, who died without an heir to have and to hold the said share or portion of said Estate whether consisting of lands or negroes or both and every other species of Estate to the said William Lewis my son and his heirs forever and the Title to the same against the claim of any person whatsoever. I shall and will warrant and forever defend. In testimony whereof I have here unto set my hand and seal this 24th day of May, 1819.

Witness:

Daniel B. Price
John Lewis (seal)
Jessamine County
24th April 1819

The within deed of gift from John Lewis to William Lewis was this day produced before me in my office and acknowledged by the said John Lewis to be his act and deed and the same is duly entered of record.

Teste D.B. Price, clerk

Side note: Examined and delivered, September 11th, 1820.

J.M.H.
D.Cl.

APPENDIX A-4

Second Important Deed
June 12, 1819

This indenture made and entered into this 12th day of June in the year of our Lord one thousand eight hundred and nineteen between John Metcalf and Nancy his wife of the
Appendix A

county of Jessamine and state of Kentucky of the one part and Nathaniel Harris, Samuel H. Woodson, William Caldwell, Jesse Head, Thomas B. Scott, John Lewis, James Fletcher and Frances P. Hord, Trustees of the Bethel Academy of the other part witnesseth that the said John Metcalf and Nancy his wife for and in consideration of the sum of Three Hundred Dollars the receipt whereof they do hereby acknowledge and forever discharge and acquit the aforesaid Trustees and their successors have granted bargained sold aliened and confirmed and do by these presents grant bargain sell alien and confirm unto the said Trustees and their successors forever a certain tract or parcel of land situate lying and being in the aforesaid county of Jessamine containing two acres and bounded as follows (to wit) beginning at a stake in said Metcalf's most northwardly line and near where the most westwardly line of the late addition to the town of Nicholasville crosses the same running thence Metcalf's said line S. 89 degrees W., 20 poles to a stake in said line thence S. 1 degree E. 16 poles to a stake thence N. 89 degrees E. 20 poles to a stake in said line thence N. 1 degree w. 16 poles to the beginning and provided said Trustees or their successors cannot effect a purchase of the ground lying in front of the said two acres said Metcalf and Nancy his wife oblige themselves to open a way for said Trustees or their successor into the Town of Nicholasville whenever it shall be necessary to have and to hold the said tract of land with all its appurtenances to the only proper use and behoof of the said Trustees and their successors forever and the said John Metcalf and Nancy his wife their heirs executors and administrators do covenant and agree with the aforesaid trustees and their successors that they the said John Metcalf and Nancy his wife shall and will forever warrant and defend the right and title of said tract of land with all its appurtenances against them the said John Metcalf and Nancy his wife their heirs executors administrators and against the claim or claims of all manner of person or persons whatsoever in Testimony whereof the said John Metcalf and Nancy his wife have hereunto set their hands and seals the day and year above written.

John Metcalf (seal)
Nancy Metcalf (seal)
Jessamine county set.

The foregoing deed was on this 15th day of June 1819 acknowledged before me by John Metcalf and Nancy his wife to be their act and deed and she the said Nancy being by me examined separate and apart from her said husband freely and voluntarily relinquished her right of dower to the land and premises thereby conveyed and is thence upon duly recorded.
Teste Dan'l B. Price clk.

APPENDIX A-5

Third Important Deed
February 24, 1820

This indenture made this 24th February 1820 between Leslie Combs and Margaret his wife of the Town of Lexington of the County of Fayette and Commonwealth of Kentucky of the one part and Nathaniel Harris prest William Caldwell William Shrieve Francis P.
Hord Robert Crockett George J. Brown Archibald Young and James Fletcher of the County of Jessamine and Commonwealth aforesaid of the other part witnesseth that the said Leslie Combs and Margaret his wife for and in consideration of the sum of two hundred dollars current money of Kentucky to them in hand paid the receipt whereof is hereby acknowledged hath granted bargained and sold and by these presents do grant bargain sell and confirm unto the said Trustees and their successors in office and assigns all that tract or parcel of land situate and being in the County of Jessamine on the waters of Jessamine Creek containing about two acres more or less bounded as follows to wit lying and binding on the north side of the two acres tract or lot of land bought by said Trustees of John Metcalf in the Suburbs of the Town of Nicholasville the distance of twenty poles being the whole length of said North side thence from both corners thereof north being the same corners of the lines of said two acres tract bought of Metcalf until it intersects the south side of the cross street of the Town of Nicholasville commonly called South street running past Francis P. Hord's present residence and G.P. Welch as it is extended by said Combs and including all the land surrounded by said streets and the lines before mentioned together with all and singular the premises thereunto belonging or in any wise appertaining to have and to hold the land hereby conveyed with the appurtenances unto the said trustees and their successors and assigns forever and the said Leslie Combs and Margaret his wife for themselves their heirs executors and administrators the aforesaid tract of land and premises unto the said trustees and their successors in office and their assigns against the claim or claims of all and every person or persons whatsoever claiming by through or under Robert Johnson the original patentee do and will forever define by these presents in witness whereof the said Leslie Combs and Margaret his wife have hereunto set their hands and seals the day and date first above written and are to pay back the original purchases money without interest in case it is taken by any better claim whatever and said Trustees which assigned are bound to defend the same.

Leslie Combs (seal)
Margaret Combs (seal)
State of Kentucky
Fayette County to wit February 25th, 1820

This indenture was this day produced to me the clerk of the court for the county aforesaid and acknowledged by Leslie Combs and Margaret his wife parties thereto be their act and deed she the said Margaret being by me privately examine separately and apart from her said husband and the law directs freely and voluntarily relinquished her right of dower in and to the premises conveyed by this indenture which is hereby certified to the clerk of Jessamine County Court.

Atte. J.C. Eodes, clk.
Jessamine County set. February 29th, 1820

The within deed from Leslie Combs and Margaret his wife to the Trustees of the Bethel Academy was this day produced to me in my office and by virtue of the certificate thereon endorsed is duly entered of record.

Teste Daniel B. Price
APPENDIX A-6

March 26, 1822

This indenture made and entered unto this day of March 1822 between William Lewis of the County of Jessamine and State of Kentucky of the one part and John Jackman, attorney-in-fact for John Lewis now of the territory of Arkansas of the other part witnesseth that for and in consideration of the sum of one thousand dollars to the said John in hand paid the receipt whereof he doth hereby acknowledged hath granted bargained and sold and by these presents doth grant bargain in sell alien to confirm unto the said William Lewis his heirs or assigns a certain tract or parcel of land situate lying and being in the county of Jessamine on the Kentucky River and known by the name of the Academy land and bounded as followeth to wit.

Beginning at a stake in Patrick Noonen's line on the east side of the hempmill branch running thence west to the Bethel Academy corner thence said west course with Bethel line passing James Curd's corner on said line and wit said line same course continued two hundred and sixty-four poles in all to two cedars on the cliff of the Kentucky River thence south sixty and three-fourth poles to a cedar in the edge of the cliffs thence east 266 poles to a white oak and sugar tree thence north to the beginning containing one hundred acres—to have and to hold the above bargained premises to the said William Lewis his heirs or assigns. And the said John doth by these presents warrant and defend the same from the claim or claims—all persons whatsoever. In testimony whereof I have this 26th day of March 1822 set my hand and seal.

Jessamine county set March 28th, 1922

John L. Lewis by John Jackman his attorney-in-fact

The within deed from John L. Lewis by John Jackman his attorney-in-fact to William Lewis was this day produced to me in my office acknowledged by the said Jackman attorney-in-fact for the said John L. Lewis to be his act and deed and the same is duly record.

Book G p. 207

Atteste D.B. Price

APPENDIX A-7

April 19, 1822

This indenture of bargain and sale made and entered into this day of April eighteen hundred and twenty-two between David T. Walker of the county of Jessamine and State of Kentucky as attorney-in-fact for William Lewis of the one part and George Walker of the county and state aforesaid of the other part witnesseth that for and in consideration of the sum of three hundred and thirty-one dollars the amount of the sum to me in hand paid the receipt whereof is hereby acknowledged hath granted bargained and sold and these presents doth grant bargain and sell unto the said George Walker a certain tract of land on the Kentucky River containing one hundred acres and bounded as followeth to wit. Beginning at a stake in Patrick Noonen's line on the east side of the hempmill branch running thence west to the Bethel Academy corner thence said west corner and
with Bethel line passing James Curd's corner on said line. Same corner continued two hundred and sixty-five poles in all to two on the cliff of the Kentucky River thence south sixty-one and three-fourth poles to a cedar in the edge of the cliff east 266 poles to a white oak and sugar tree thence north to the beginning to have and to hold the said tract of land together with all the singular the appurtenances thereunto belonging or in any wise appertaining to him the said and his heirs forever free from the claim or claims of all and every person whatsoever in testimony whereof the said Walker as attorney-in-fact for the said Williams/Lewis hath hereunto set his hand and seal this day and year above written

Will Lewis (seal)
by David T. Walker, his attorney-in-fact

Jessamine County Set, April 19th, 1822

The within deed from David T. Walker as attorney-in-fact for Will Lewis to George Walker was this day produced before me and acknowledged by said David T. as attorney as aforesaid to be his act and deed and the same is there upon recorded.

Teste
David B. Price, clerk
Book G pp. 225-226

APPENDIX A-8

May 28, 1877

This article shows that the Trustees of Bethel Academy have agreed with A.N. Gordon as follows: The trustees lease and rent to said Gordon their school building residence and appurtenances together with the grounds on which the same are situated for the term of ten years from and after the first day of July 1877. In consideration of the premises said Gordon agrees and binds himself during said term to teach in the Academy building a male-high-school to be conducted by him and such assistants as he may deem proper to employ—the prices and terms of tuition to be determined by himself as well as the length of the sessions and all other questions pertaining to the management of the school. Also as a further consideration said Gordon is to expend fifty dollars per year during said term in repairs and improvements on the property and account for the same by proper vouchers in settlements with the trustees to be annually made. Also he is to teach during his school sessions five indigent sprightly boys to be designated by the trustees. The trustees on their part are also to expend fifty dollars per annum in repairs upon the property should such expenditures in their opinion be necessary. Should said Gordon at any time cease to reside on the property, he is then to give possession of the residence to the trustees.

The trustees agree also on their part to put the whole property including fencing and building in a state of good repair and to keep them so and to supply such school furniture as shall be proper and necessary. Said Gordon on his part is to charge and collect at the rate of one dollar per year for each pupil taught, except the five boys mentioned, in the school to be used as a contingent fund and to account to the trustees for the same. He is also to take good care of said property and to permit no depredation, or trespasses on the same so far as he may be able to prevent it.
Witness the trustees of Bethel Academy by George Brown, President and A. N. Gordon, May 28, 1877, Filed May 28, 1878.

APPENDIX A-9

September 24, 1878

This deed between S.H. Noland and his wife Carrie K. Noland of the County of Jessamine and State of Kentucky parties of the first part and the Trustees of Bethel Academy of said county and State party of the second part. Witnesseth that the said parties of the first part in consideration of the opening of a twenty-foot street between said Bethel Academy lands, and the lands of A.Z. McAfee and the further consideration of one dollar cash in hand paid do hereby sell, grant, and convey to the party of the second part their successors and assigns the following described real estate to wit: a certain tract or parcel of land lying and being in the County of Jessamine and State of Kentucky and in the town of Nicholasville, Kentucky. Bounded as follows, on the north by the lot of Bethel Academy, on the east by D.W. Axline, on the south by Broadway Street and west by said New Street. Being that portion of lands of said S.H. Noland, cut off by the said Broadway Street, to have and to hold the same, with all the rights, privileges, and appurtenances thereunto belonging, or in any wise appertaining unto the second party their successors, and assigns forever with covenant of General Warranty.

Witness our hands this 24 Day of September 1878,

S.H. Noland
C.K. Noland
State of Kentucky
County of Jessamine, sct.

R.S. Perry, clerk of the county court of the county aforesaid, do certify that the foregoing instrument of writing from S.H. Noland and wife to Trustees of Bethel Academy was on the 5th day of October 1878 produced to me in my office and was acknowledge by S.H. Noland and wife Carrie K. Noland to be their act and deed and was this day lodged for record by the Grantee, which together with this certificate is duly recorded in my said office.

Given under my hand this 23rd day of Dec. 1878,

R.S. Perry c.j.c.c.
by Will T. Peyton

APPENDIX A-10

January 27, 1880

This deed between the Trustees of the Jessamine Female Institute party of the first part and the Trustees of Bethel Academy party of the second part all of Jessamine County State of Kentucky. Witnesseth that the party of the first part by its President T.B. Crutcher who, by order made and entered of second by first party is authorized to make this deed for and in consideration of twenty-five dollars cash in hand paid the receipt whereof is hereby
acknowledged doth hereby bargain, sell, grant, and convey unto the second party their successors and assigns the following described real property to wit: A certain parcel of land within the corporate limits of the town of Nicholasville, Jessamine County, Kentucky bounded on the north by the Nicholasville and Jessamine County Turnpike Road on the east by a new street extending from said turnpike road to Williamson Street on the south by an old abandoned road recently discontinued by the Jessamine County Court which runs from the macadamized terminus of Williamson Street in a westerly direction to a street recently opened and known as Academy Street, and on the west by said Academy Street. To have and to hold the same together with all the rights, privileges and appurtenances thereunto belonging or in anywise appertaining unto the party of the second part their successors and assigns forever with covenant of General Warranty, in testimony whereof the party of the first part by its President aforesaid T.B. Crutcher hereunto subscribes its corporate name and affixes its corporate seal. This January 27th, 1880.

Trustees of the Jessamine Female Institute
By Thos. B. Crutcher
President
State of Kentucky

Jessamine county sct.

I, R.S. Perry, clerk of the Jessamine County Court certify that the foregoing instrument of writing from the Trustees of the Jessamine Female Institute to the Trustees of Bethel Academy was on the 27th day of January 1880 produced to me in my office and acknowledged before me by Thos. B. Crutcher, President of the Board of Trustees of the Jessamine Female Institute to be his act and deed, and the same was this day ordered to record by the grantees which together with this certificate is duly recorded in my said office.

Given under my hand this 28th day of January 1880.
R.S. Perry, c.J.c.c.
by W.D. Lowry, D.C.

APPENDIX A-11
Minutes of the Board of Councilmen, Nicholasville, Ky.
July 25, 1893, pp. 257-259

A proposition was received from the trustees of Bethel Academy, which is as follows:

Whereas the system of common schools as provided by the laws of Kentucky prevails to a large extent in this section of the country and has become popular with our people and is being improved and made more efficient from year to year, and, whereas for the last five years as trustees of Bethel Academy, we have been unable to have a school taught in the building of said Academy, except to lease the same to the Board of Councilmen of the town of Nicholasville, for the purpose of having a school taught therein under the common school law of Kentucky, and whereas in our opinion it has become impossible to sustain a school at said Academy by the payment of tuition fees to the teacher or teachers thereof, and whereas as trustees of Bethel Academy, we possess a valuable real estate in the town of
Nicholasville, and money in the amount of about two thousand dollars ($2,000), which real estate and personal property is and always has been held to aid and further the cause of education, and whereas the Jessamine Female Institute located in the town of Nicholasville is and has been a source of pride and great benefit to our people, and have a debt on it which may result disastrously to that institution and our community, unless relieved of said debt, and whereas the Board of Councilmen of the town of Nicholasville is owner of a lot of land situated on Noland Street in said town at which a common school was formerly taught, but in which there is no sufficient building in which such a school can now be conducted.

Now in furtherance of the cause of education in Nicholasville and Jessamine County, the trustees of Bethel Academy propose to sell all its real estate in Nicholasville, including therewith all furniture and personal property thereon to the Board of Councilmen of the town of Nicholasville, for the purpose of a free school, being taught upon the same, for the sum of seven thousand dollars ($7,000)—fifteen hundred dollars ($1,500) thereof to be paid by the conveyance of the lot above mentioned in which a common school was formerly taught to the trustees of Bethel Academy, or as they may direct and the balance of $5,500 to be paid in three equal annual installments with interest from date at the rate of six percent per annum until paid. The interest is to be paid semi-annually to the said Board of Councilmen to execute its notes for said payments at the time said trustees of Bethel Academy executes its deed for the property sold by it to said town and said Board of Councilmen is to make a deed of the lot owned by it and exchanged as above stated when and as it may be directed by the trustees of the Bethel Academy. This proposition is made with the understanding that the Board of Councilmen of the town of Nicholasville will forever cause one or more rooms in said Academy building set apart for the education of pupils in branches of literature arts and sciences higher than is recognized as being the course of study in common schools and will provide a teacher or teachers in such rooms capable of teaching and instruction pupils in said higher branches and preparing them for college and this proposition is made with the further understanding that all the consideration received by the trustees of Bethel Academy, arising from the sale and transfer of its property as aforesaid and all its money, assets now in hand, are to be immediately invested in stock in the Jessamine Female Institute at its par value and the stock to be issued to the trustees of Bethel Academy and held by them. This proposition is made on the condition that it meet the approbation and consent of the trustees of Jessamine Female Institute and that they will agree to carry out the same so far as they are concerned.

Resolved that J.G. Bronaugh and T.B. Crutcher be, and they are hereby appointed a committee on behalf of this Board and directed to meet the Board of Councilmen of the town of Nicholasville, and make them a proposition set out in the foregoing preamble, and the board of trustees of the Jessamine Female Institute, and report their acts and the acts of said boards to this body at its next meeting.

It was moved and carried that the board of councilmen accept the above proposition as made by the trustees of Bethel Academy and that the yeas and nays be called. Whereupon the votes of E.R. Sparks, B.M. Arnett, J.D. Hughes, E.J. Young, A.K. Adcock, and W.T. Dickerson, all unanimous, voted yeas.

The trustees of Jessamine Female Institute having accepted the above proposition from
the trustees of Bethel Academy, it was moved and carried that the mayor J.H. Bronaugh is empowered to carry out the proposition as made to the board and accepted by them.

APPENDIX A-12
Deed To Board of Councilmen of Nicholasville, Ky.
Deed Book #10 pp. 544, 545

This Deed between the trustees of Bethel Academy of the County of Jessamine and State of Kentucky of the first part and the Board of Councilmen of the Town of Nicholasville of the County and State aforesaid of the second part, witnesseth, that the said party of the first part, in consideration of the sum of seven thousand dollars—fifteen hundred of which is paid by the sale of a lot of land in Nicholasville on Noland Street on which a common school was formerly taught and which is to be conveyed as the first party may direct and the sum of $5,500, secured to be paid in three equal annual installments by the promissory notes executed by the second party, payable to the first party, each for the sum of eighteen hundred and thirty three 33/100 dollars, bearing interest from date of the note of six percent per annum until paid—the interest payable Semi-annually which notes are unpaid and a lien is hereby retained on the property herein described to secure the payment thereof, do hereby sell, grant and convey to the party of the second part, its successors and assigns, the following described real estate, to wit: All that lot or parcel of land lying and being situated in Nicholasville, Jessamine County Kentucky, bounded on the North by Main Cross Street, on the East by the lots of Mrs. Minnie Patton, Geo. R. Pryor, David Moffat, District School lot White #1 in Jessamine County and short street (unnamed) running from the residence of Geo. R. Pryor to Main Cross Street, on the South by Broadway Street and on the West by Academy Street, on which is situated a dwelling and the Bethel Academy Building and also all the furniture and personal property on said lot or within the buildings thereon and owned by the party of the first part. This deed is made to the second party for the purpose of public schools in the town of Nicholasville and so reserved and it is made with the understanding and agreement on the part of the party of the second part that it will forever cause one or more rooms in the school building on said lot to be set apart for the education of pupils in branches of literature, arts and sciences, higher than is now recognized as being the course of study in Common Schools and will cause a teacher or teachers to be employed in said room or rooms, capable of teaching said higher branches and preparing them for college.

To have and to hold the same with all the rights, privileges and appurtenances thereunto belonging or in any wise appertaining, unto the second party, its successors and assigns forever, with covenant of General Warranty.

WITNESS, our hands and seal the 29 day of July, 1893

Trustees of Bethel Academy
By B. M. Arnett, President
STATE OF KENTUCKY,
COUNTY OF JESSAMINE.

I, R. S. PERRY, Clerk of County Court of the County aforesaid, do certify that the fore-
going instrument of writing from The Trustees of Bethel Academy to the Board of Councilmen of the Town of Nicholasville was, on the 29th day of July, 1893, produced to me in my office, and was acknowledged by B.M. Arnett, President, to be the Act and deed of the Trustees of Bethel Academy, party thereto, and was this day lodged for record by the grantee, which, together with this certificate, is duly recorded in my said office.

Given under my hand, this 5th day of August, 1893

R.S. Perry  C.J.C.C.

Notation on side of page 544:
The three notes mentioned herein have been paid and satisfied in full, and the lien retained in this deed is hereby released. This August 26th 1896

Trustees of Bethel Academy by B.M. Arnett, Pres.

Attest: Curd Lowry cjjc

APPENDIX A-13

Minutes of Board of Councilmen of Nicholasville, Ky.
August 4, 1893, p. 265

The mayor presented a deed from the trustees of Bethel Academy to the Board of Councilmen of the town of Nicholasville, which on motion was accepted by the board and ordered recorded in the proper office.

On motion the mayor appointed E.R. Sparks and A.K. Adcock a committee on repairs on Bethel Academy.

The mayor reported that the trustees of Bethel Academy had directed this board to convey the lot formerly used as a common school, and recently sold to the trustees of Bethel Academy, to John L. Logan and Emma W. Logan for a consideration of fifteen hundred dollars ($1,500) and five hundred dollars ($500) due September 1st, 1893, and one thousand dollars ($1,000) due September 1st, 1894, with interest of seven percent from September 1st, 1893, until paid.

Appendix A-14
Deed between town of Nicholasville and the Logans
August 5, 1893

This deed between the Board of Councilmen of the town of Nicholasville (ex officio Trustees of Common School District No. 1 White in the County of Jessamine and the State of Kentucky partt of the first part) and John L. Logan and Emma W. Logan of the County and State aforesaid parties of the second part.

Witnesseth, that the said party of the first part, in consideration of the sum of fifteen hundred dollars, evidenced by two promissary notes of even date, hereof executed by the second parties payable to the trustees of Bethel Academy, one for five hundred dollars payable Sept. 1, 1893, and the other for one thousand dollars payable Sept. 1, 1894, with interest thereon at the rate of seven percent annum from the first day of September 1893
until paid and which notes are unpaid and to secure their payment a lien is retained on the property hereby conveyed, do hereby sell, grant and convey to the party of the second parties, their heirs and assigns, the following described being situated in Nicholasville, Jessamine County, on the west side of Seminary Street and bounded as follows: beginning at a point on Seminary Street corner to lot he lot of David Moffat, thence south with said street one hundred and fifty feet to a stone corner to E.B. Hoovers lot, thence in a westerly direction parallel with Broadway Street to a stake in the east line of Bethel Academy ot, thence northerly with said line to a stake corner to David Moffats lot, thence easterly with his lot to the beginning, to have and to hold the same with all rights, privileges and appurtenances thereunto belonging or in any wise appertaining, unto said John Logan and Emma W. Logan and survivors of them and his or her heirs and assigns forever, with covenant of General Warranty.

Witness, its hands and seal this 5th day of August, 1893
The Board of Councilmen of the town of Nicholasville
by J.S. Bronaugh, Mayor

State of Kentucky, County of Jessamine
I, S. Perry, Clerk of the County Court of the County aforesaid, do certify that the foregoing instrument of writing from the Board of Councilmen of the town of Nicholasville to John L. Logan and Emma Logan were this day produced to me in my office, and were acknowledged by J.S. Bronaugh, Mayor, to be the act and deed of the Board of Councilmen of the town of Nicholasville, party thereto, and was lodged for record by the grantee, which together with this certificate, is duly recorded in my said office.

Given under my hand this 5th day of August, 1893
R.S. Perry, CJCC