

Woodlawn, Ohio
November 17, 1994

Jackson County Chapter, OGS
PO Box 807
Jackson, Ohio 45640-0807

My wife, Ruth Canter, is descended from the Jackson County Canter, Horton and allied families.

She has in her possession some old mortgage and loan papers which belonged to her grandfather David F. Canter born 13 April 1862 and his wife Mary Alice Horton, born 8 Aug 1866, both in Jackson County. Enclosed for your records are copies of these documents as well as copies of some records of her father Heber Glen Canter who was born 15 Feb 1907 also in Jackson County.

We hope these records are of interest and use to you.

I'd appreciate receiving an application for membership in your society and would also like to know the hours your library is open.

*Ans -
sent, thank
you*

Cordially,



Paul E. Bates
399 Brookhaven Ave.
Brookhollow
Woodlawn. OH 45215-1005

MEMBERSHIP

es, I'd like to be a member of The Jackson County Chapter of the Ohio Genealogical Society. Make checks payable to Jackson County Chapter of OGS, P.O. Box 807, Jackson, Ohio 45640-0807

\$ 8.00 single

\$10.00 family

NAME: _____

Paul E. Bates
399 Brookhaven Avenue
Brookhollow
Woodlawn, OH 45215-1005

ADDRESS: _____

CITY: _____

STATE: _____

ZIP: _____

Please list below the families you are researching.

CANTER

BURNSIDES

KELLER

CARY

WELLS



~~5175~~

Thurman, Ohio, ~~Jan 29~~ ^{May} 29th 1891

On ~~Jan 1st~~ ^{Jan 1st} 1892

pay to the order of L. M. BEMAN, W. A. MURDOCK, A. T. JOHNSON, Trustees of certain Creditors of Union Iron Co., or their successors in office

One Hundred Security Five DOLLARS

at the CENTREVILLE NATIONAL BANK, of THURMAN, OHIO, value received, with Six per cent

interest after ~~Jan 1st~~ ^{Jan 1st} 1891, payable annually until paid; unpaid interest to bear Six per cent interest and upon same terms as principle.

*L. J. Carter is to pay
Taxes on the land*

L. J. Carter

No. Due

#1 FRONT

L. J. Carter Is Paid Dec 1st 1900 4.59

Jan 1 1901 4.59

John Carter

#2

~~5175~~

Thurman, Ohio, ~~Jan 29~~ ^{May} 29th 1891

On ~~Jan 1st~~ ^{Jan 1st} 1893

pay to the order of L. M. BEMAN, W. A. MURDOCK, A. T. JOHNSON, Trustees of certain Creditors of Union Iron Co., or their successors in office

One Hundred Security Five DOLLARS,

at the CENTREVILLE NATIONAL BANK, of THURMAN, OHIO, value received, with Six per cent

interest after ~~Jan 1st~~ ^{Jan 1st} 1891, payable annually until paid; unpaid interest to bear Six per cent interest and upon same terms as principle.

*L. J. Carter is to pay
Taxes on the land*

L. J. Carter

No. Due

#3

But paid well
July 1. 1893.

Paid Mr 28 1892 6.56
" April 1. 1893 65.40

1 Paid note 103.44
but well July 2/93 45.22
107.96

But on acct. well
July 1. 1895 13.38

paid well Oct 1/95 18.03
1 Paid note 103.44
paid well Oct 1/95 21.47

without recourse
L. H. Johnson
A. Johnson
Mammoth

But paid well
July 1. 1893

Note 175-
but well July 2/93 8.84
183.84

275 Paid down
July 1/95 21.00

33 Paid on acct. well
Oct 1/95 28.87
Note 175-
203.87

without recourse
L. H. Johnson
A. Johnson
Mammoth

OIL AND GAS LEASE.

No. _____ Area 8.0

FROM

D. H. Bauer

TO

LOCATION

Date _____ 1899

Term _____ Years

Rec'd for Record _____ 1899

Recorded _____ 1899

In Book _____ Page _____

Oil

E. C. Phillips
1116 Carnegie Bldg
Pittsburg, Pa

Ohio Acknowledgment

State of Ohio, County of Jackson on this 23
day of June A. D. 1899, before me a Notary
in and for said county, personally appeared the above named
D. H. Bauer and acknowledged that he
did sign and seal the within instrument, and that the same is his free act and deed
for the use and purpose therein named.

D. H. Jones [SEAL]
Notary Public
[West Virginia acknowledgment]

State of West Virginia, County of _____ To-wit:

I, _____, a _____
in and for the county aforesaid, do certify that _____
_____ whose name _____ signed to
the within writing, bearing date on the _____ day of _____ 1899
_____ this day acknowledged the same before me in my said county.

Given under my hand this _____ day of _____ 1899

_____ [SEAL]

OIL AND GAS LEASE.

INDENTURE, made this 23 day of June A. D., 189 8

between D. F. Cantor, of Jefferson Twp,
Jackson County, Ohio - Lessor

and A. J. Mercer, of Marrella, Ohio Lessee

WITNESSETH that the lessor, in consideration of
One Dollar in hand paid and
the agreements hereinafter contained and to be kept and performed by the lessee, does hereby grant
unto the lessee his heirs and assigns, all the Oil and Gas in and under the following described tract of
land for the sole purpose and with the exclusive right of operating thereon for oil and gas, together
with the right of way over and across said premises to all places of operation, by said lessee lying
adjacent thereto, the right to erect derricks and other necessary buildings, lay pipes over and
across said premises and to use water, gas or oil to run the necessary machinery, also the right to
remove at any time any property placed thereon by him, which tract of land is situated in the

town of Jefferson County of Jackson and State of Ohio
bounded and described as follows:

North by lands of McBoys Lloyd
East by lands of Warren Kellshubach
South by lands of Davis & Semare
West by lands of Clear

Containing Eighty Acres more or less.

TO HAVE AND TO HOLD the same unto the lessee his heirs and assigns for the
term of twenty years, from the date hereof and as long thereafter as oil or gas is found in
paying quantities thereon yielding and paying to the lessor the one-eighth part of all the oil produced
and saved from the premises, in tank or pipe line, to the lessors credit, and should any well produce
gas sufficient to market, the lessor shall be paid at the rate of One Hundred dollars
per year for such well so long as the gas is sold therefrom.

In case no well shall be completed on said premises within Eighteen Months
from the date hereof, this lease shall become null and void, as to all the parties hereto, unless the
lessee shall pay for further delay at the rate of Forty Dollars per year

hereafter until a well is completed, and it is agreed
that the completion of said well shall be and operate as a full liquidation of all rental under this
provision during the remainder of the term of this lease. The above rental may be paid by deposit
in June Bank of Jackson or be deposited by registered letter in the
P. O. to his address at Ohio by check to his order.

Lessor shall have a record of all
Mineral form and drilling for said
premises

Cancelled By

And it is further agreed, that the second party, his heirs and assigns, may at any time hereafter
surrender up this lease and be relieved from any part of the contract heretofore entered into that
may at that time remain unfulfilled. Then and from thereafter this lease and agreement shall be
null and void and no longer binding on either party.

WITNESS the hands of said parties, the day and year above written.

Attest D. F. Cantor

[SEAL]

between D. F. Canten of Jefferson Town
Jackson County of Ohio - Lessor
and A. J. Mercer of Marrella Ohio Lessee

One Dollar in hand paid and
WITNESSETH that the lessor, in consideration of
the agreements hereinafter contained and to be kept and performed by the lessee, does hereby grant
unto the lessee his heirs and assigns, all the Oil and Gas in and under the following described tract of
land for the sole purpose and with the exclusive right of operating thereon for oil and gas, together
with the right of way over and across said premises to all places of operation, by said lessee lying
adjacent thereto, the right to erect derricks and other necessary buildings, lay pipes over and
across said premises and to use water, gas or oil to run the necessary machinery, also the right to
remove at any time any property placed thereon by him, which tract of land is situated in the

town of Jefferson County of Jackson and State of Ohio
bounded and described as follows:

North by lands of McBoog Lloyd
East by lands of Harrel Keltchbach
South by lands of Davis & Semance
West by lands of Belair
Containing Eighty Acres more or less.

TO HAVE AND TO HOLD the same unto the lessee his heirs and assigns for the
term of twenty years, from the date hereof and as long thereafter as oil or gas is found in
paying quantities thereon yielding and paying to the lessor the one-eighth part of all the oil produced
and saved from the premises, in tank or pipe line to the lessors credit, and should any well produce
gas sufficient to market, the lessor shall be paid at the rate of One Hundred dollars
per year for such well so long as the gas is sold therefrom.

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lessee shall pay for further delay at the rate of Forty Dollars per year
hereafter until a well is completed; and it is agreed
that the completion of said well shall be and operate as a full liquidation of all rental under this
provision during the remainder of the term of this lease. The above rental may be paid by deposit

in Five Bank of Jackson or be deposited by registered letter in the
P. O. to h address at Marrella by check to h order.

Lessor shall have a record of all
Mineral Formed by drilling for said
premises

Cancelled by

And it is further agreed, that the second party, his heirs and assigns, may at any time hereafter
surrender up this lease and be relieved from any part of the contract heretofore entered into that
may at that time remain unfulfilled. Then and from thereafter this lease and agreement shall be
null and void and no longer binding on either party.

WITNESS the hands of said parties, the day and year above written.

West D. Jones [SEAL]
Sherman Horton
D. F. Canten [SEAL]
[SEAL]

PROBATE COURT
JACKSON COUNTY

Receipt

No 28546

JACKSON, OHIO, July 29, 1927

Received of

Ruth Bates

Two &

Dollars

Dollars	Cents
2	00

Number and Title of Case or Other Matter

D-45-22

For

Cont'd. Copy of Birth Record
(Not Named) Carter

JACKSON COUNTY, Probate Judge

By

Luella Dalton

Deputy.

200
Mt. Sterling, Ohio, April 25, 1907

Twelve months days after date, for value received, we jointly and severally promise to pay to the order of John A. Southward

Two hundred Dollars

FARMERS' BANK, MOUNT STERLING, OHIO.

With interest at the rate of 5 per cent. per annum, after maturity, interest payable annually, and interest past due to draw 6 per cent. per annum.

Witness our Hands and Seals, the Day and Year above written.

D. F. Lanley
Mary A. Lanley

Copy of 201904 received as
pay ment for 2 Dollars
of 15 1904. Amount pay
of 47 1/2 dollars
May 25 1904 Received
as pay ment 48 25/100
Feb 20 1907 Payed
in full

Southward

Woodlawn, Ohio
October 19, 1995

Jackson County Chapter - OGS
PO Box 807
Jackson, OH 45640-0807

*Horton
Fowles
copy p. 644*

*file
#321*

*nothing
in file*

Hello,

My wife and I are continuing to research her ancestors. Her father's family lived in Jackson County - CANTER's, HORTON's and allied families - and we have them pretty well identified..

We are currently concentrating on her mother's family who lived primarily in Pickaway County. This week we found the death certificate for one of her maternal gr-grandfathers - Thomas SELLS. It states that Thomas was born in Jackson County, OH 18 Jan, 1837. It lists his father and mother as being unknown. In looking at the Census Index for 1840, I find no SELLS in Jackson County.

The 1880 and 1910 Census state that he was born in VA. The 1900 Census as well as his Death Certificate and the Death Certificate of his daughter Rebecca list his birthplace as Ohio.

I wondered if you have any information on any SELLS families that might have been in Jackson County in the 1830-40's. I'd appreciate any help you could give me.

Thanks in advance for your help.

Cordially,

He

Paul

Paul E. Bates
399 Brookhaven Ave.
Brookhollow
Woodlav

*Sell
p. 148
Cano. Records
15/10/18
Coal Twp*

*1850C ✓
for Sells (P. 38 B & D
P. 79 Coal Twp
P. 3 Washington Twp
80 2nd Twp
P. 9 Town of Jackson
B & D*

3 marriages listed

Jacob A Sell to Eliza Jane Mitchell Nov 4 1837

John Sell to Melinda Leach Aug 25, 1837

William Sell to Rebecca Bennett Feb 28 1837

Mortgage.

From

David F. Carter

and

Mary A. Carter

To

John A. Smith

State of Ohio, Jackson County, ss.

Presented for record on the 15th day
of December 1904 at 7⁵⁵
o'clock, A.M.

Recorded December 16th 1904
in Mortgage Book No. 34 Page 47^{1/2},
D.W. Morgan,
County Recorder.

Received on Dec 12 1904
The conditions of the within Mortgage showing here
complied with the same is hereby amended and released
Release recorded
Dec 12 1904,
D.W. Morgan
Recorder
W.D. Southman

In Witness Whereof, the said James P. Carter and Mary A. Carter

has hereunto set their hands, this 30th day of April in the year of our Lord one thousand nine hundred and two (1902)

Signed and acknowledged in presence of us:

H. C. Miller
Chas A. Evans

D. F. Carter
Mary A. Carter

The State of Ohio, County of Jackson, ss.

Be It Remembered, That on the 30th day of April, in the year of our Lord one thousand nine hundred and two (1902), before me, the subscriber, a Notary Public in and for said county, personally came

David J. Carter
and Mary A. Carter

the grantor in the foregoing Mortgage, and acknowledged the signing thereof to be their voluntary act for the uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto subscribed my name, and affixed my Notarial seal, on the day and year last aforesaid.

H. C. Miller
Notary Public
Jackson Co. O.

Know all Men by these Presents:

That Mr David S. Center & Mary A. Center

in consideration of

Two hundred dollars

to us paid by John A. Sandward

the receipt whereof is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to the said

John A. Sandward

his heirs and assigns forever

the following described real estate: in
Jefferson Township Jackson Co, Ohio
Being east half (1/2) of the South West one
fourth (1/4) Section Eighteen (18) Twp five (5) Range
fifteen (15) Eighty acres more or less.

and all the Estate, Title and Interest of the said David F. Canter
and Mary A. Canter

~~of the said premises~~ Equity of in and to the said premises: Together with all the privileges and appurte-
ments to the same belonging, and all the rents, issues and profits thereof; To have and to hold the same
to the only proper use of the said John A. Southward

his heirs and assigns forever.
And the said David F. Canter & Mary A. Canter

for themselves and
for their heirs, executors and administrators, do hereby Covenant with the
said John A. Southward

his heirs and assigns,
that they are the true and lawful owners of the said premises, and have full power to convey
the same; that the title, so conveyed, is Clear, Free and Unincumbered; and further, that they
do Warrant and will Defend the same against all claim, or claims, of all persons whomsoever.

Provided, Nevertheless, That where as the above named David
F. Canter and Mary A. Canter did sign and deliver
to the said John A. Southward their promissory
note for two hundred dollars, bearing eight percent,
interest from April 25, 1902 Said note payable on
or before April 25, 1903.
And if the said parties pay or cause to be paid the
said named sum of money;

Mortgage.

From

D. J. Carter

To

Trustees
C. M. Snow Iron Co

Transferred _____ 18__

County Auditor.

PRESENTED FOR RECORD.

On the 3rd day of June 1891

at 11 o'clock, A. M.

Recorded June 3rd 1891

in Mortgage Book No. 21 Page 208

J. B. Bennett
County Recorder.

For value received my hereby release
 all our right and title to the within
 mentioned premises
 J. M. Snow
 C. M. Snow
 Trustees for
 Eastern Steel
 & Iron Works
 Cincinnati
 Ohio

Release Recorded April 30 1902
J. M. Thomas
Recorder

Mortgage.

to J. M. Thomas

Witness

Wm. B. B. &

Transferred 18

County Auditor

PRESENTED FOR RECORD.

On the 3rd day of June 1891

at 11 o'clock A.M.

Recorded June 18 1891

in Mortgage Book No. 21 - Page 208

J. M. Thomas
County Recorder.

William B. B. &
J. M. Thomas
County Auditor

and all the Estate, Title and Interest of the said grantor... either in Law or in Equity, of, in and to the said premises; Together with all the privileges and appurtenances to the same belonging, and all the rents, issues and profits thereof; To have and to hold the same to the only proper use of the said grantees, heirs and assigns forever.

And the said David F. Carter and Mary A. Carter
his wife
for themselves and for their heirs, executors and administrators, do hereby Covenant with the said grantees, heirs and assigns, that they are the true and lawful owners of the said premises, and have full power to convey the same; that the title, so conveyed, is Clear, Free and Unincumbered; and further, that they do Warrant and will Defend the same against all claim, or claims, of all persons whomsoever.

Provided, Nevertheless, That the said D. F. Carter has issued his Promissory Notes of even date herewith for the following series of money, 1st Note due and payable Jan'y 1, 1892 for \$175
2d " " " " Jan'y 1, 1893 " " 175
with 6% Int from Jan'y 1, 1891

Now if the said D. F. Carter shall pay or cause to be paid said series of money when due with interest and taxes on the land

In Witness Whereof, the said David F. Carter and
Mary A. Carter his wife

hereby release her
right and expectancy of dower in said premises, hath hereunto set his hands, this
day of June in the year of our Lord one thousand eight hundred
and Ninety One

Signed and acknowledged in presence of us:

Kenneth Carter
F. M. Jacobs

D. F. Carter
Mary A. Carter

The State of Ohio, County of Jackson, ss.

Be It Remembered, That on the 29th day of June, in the year
of our Lord one thousand eight hundred and Ninety One, before me, the subscriber,
a Justice of the peace in and for said county, personally came

D. F. Carter & Mary A. Carter

the grantors in the foregoing Mortgage, and acknowledged the signing thereof to be her voluntary
act, for the uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto subscribed my name,
and affixed my official title, on the
day and year last aforesaid.

F. M. Jacobs
Justice of the Peace

Know all Men by these Presents:

That *the David S. Carter and Mary A. Carter*
his wife of Jackson Co. O

Three hundred & Fifty Dollars in consideration of

to ~~not~~ paid by ~~S. M. Bureau W. A. Murdock~~
A. P. Johnson; Trustees of Certain Creditors
Union Iron Co

the receipt whereof is hereby acknowledged, do—hereby Grant, Bargain, Sell and Convey to the said
S. M. Bureau W. A. Murdock A. P. Johnson
Trustees of Certain Creditors Union Iron Co

heirs and assigns forever
The following described Real Estate in Jefferson
Co. Jackson Co. O, to-wit The East Half of South
West quarter Sec (18) Twp (5) Range (19)

CERTIFIED COPY OF BIRTH RECORD

The State of Ohio, Jackson County.

Court of Common Pleas
Probate Division

Date of Record June A. D. 1907

No. 45

Name in Full (Not Named) Canter

Date of Birth—Year 1907, Month Feb., Day 3

Place of Birth—State Ohio, County Jackson

City, Town or Township Jackson

Sex Male

~~Color~~

Name of Father D. F. Canter

Mother's Maiden Name Mary Horton

Residence of Parents Jackson, O.

By whom reported and address James A. Randall

The State of Ohio, Jackson County.

I, the undersigned,

certify that I am Judge of the Court of Common Pleas, Probate Division, within and for said County, which is a Court of Record; that I am ex-officio Clerk of said Court and by law the custodian of the records and papers required by law to be kept in said Court; that among others a Record of Births was heretofore required by law to be kept therein; and that said person's birth has been registered according to law.

Record of Births, Vol. D Page 72 now in this office.

WITNESS my signature and the seal of said Court,

at Jackson Ohio, this 29th

day of July, 1907

GEORGE W. SCURLOCK

Judge

By Rosella Dalton
Deputy Clerk