

shall and will warrant and forever defend by virtue of these presents
 In witness whereof, the said Mary Goodson has hereunto set her
 hands, affixed her seal and delivered these presents the day and year
 first above written. Signed, sealed, and delivered in
 presence of us, John R. Pope Mary ^{her} Goodson ^{mark}

Recorded November the 16th, 1885. J. M. B. Kelly, C. S. C. C.

James C. P. & H. M. McCarley to James McHammon, Jr.

State of Georgia) This Indenture Made this Twenty-fifth day of
 Carroll County) the year of our Lord one thousand eight hundred and
 eighty-five between James C. P. McCarley
 and H. M. McCarley of the County of Carroll, State of Georgia;
 the first part and James McHammon, Jr. of the County of Carroll, State
 of Georgia of the second part, Witnesseth, That the said part of the
 first part for and in consideration of the sum of Sixteen hundred
 & 00, Dollars, in hand paid, at and before the sealing and delivery of
 these presents, the receipt whereof is hereby acknowledged, has granted,
 bargained, sold and conveyed, and by these presents do grant, bargain,
 sell and convey unto the said part of the second part, James McHammon,
 heirs and assigns, all that tract or parcel of land situated lying and
 being in said county, sixth district, Beginning at the N. E. Corner where
 the N. E. Corner of the house on lot No. 162, in the
 branch to J. M. Chambers land, along said land that about five
 rods to the mouth of a ditch, thence up southward said ditch to a corner
 corner at B. M. Smith's land, thence West to said Smith's land, thence
 West to the old Carrollton road, along said road northward to the
 branch, thence down the bank of the old branch to the crossing of the
 Jacksonville road, thence down the old ditch on the west side of same
 which was cut about thirty five years ago to a ditch running
 west, thence down north to John A. Jones line to the fence, thence eastward
 along said line to the mouth of an old branch, on Town 68, and on
 north, thence Southward with a row of stakes and stumps, and corner
 about two hundred yards, west of the new cut road to Lake, thence
 thence running East with a row of stakes to the new road, thence
 along said road to the beginning corner at the north. It being parts
 of lots of land, Nos. One hundred, fifty eight, and One hundred, fifty nine
 & One hundred sixty two, and One hundred sixty three, containing
 One hundred & seven acres, more or less, including One half interest in
 San Paid, Platte, lot No. One hundred & sixty three, To have and to
 hold the said bargained premises, together with all and singular the
 rights, members and appurtenances thereto, to the same heirs, assigns,
 or assigns of appurtenances to the only proper use, benefit and behoof
 of James McHammon the said part of the second part, his heirs, executors, ad-
 ministrators and assigns in fee simple. And the said party J. C. P.
 McCarley & H. M. McCarley, of the first part, their heirs, executors and

the second part, their heirs, executors, administrators and assigns, against
 part of the first part their heirs, executors, and administrators, and all and
 every other person or persons, shall and will warrant and forever defend
 by virtue of these presents. In witness whereof, the said part of the first
 part have hereunto set their hands and affixed seal, the day and year
 first above written. Signed, sealed, and delivered in presence of us,
 W. J. Foster James C. P. McCarley
 James H. Stanes, Jr. H. M. McCarley

Recorded November the 16th, 1885. J. M. B. Kelly, C. S. C. C.

E. W. Barnes to M. F. Sprewell.

State of Georgia) This Indenture Made the 11th day of November in
 Carroll County) the year of our Lord one thousand eight hundred and
 eighty-five between E. W. Barnes of the County of Car-
 roll of the one part, and M. F. Sprewell of the county of Carroll of the
 other part; Witnesseth, That the said E. W. Barnes for and in consideration
 of the sum of Eight hundred and twenty-five Dollars in hand paid,
 at or before the sealing and delivery of these presents, the receipt whereof
 is hereby acknowledged, hath granted, bargained, sold, aliened, con-
 veyed and confirmed, and by these presents doth grant, bargain, sell,
 alien, convey and confirm unto the said M. F. Sprewell, heirs and
 assigns, all that tract or parcel of land lying and being in the 10th
 district of said county and known and described as follows to-wit:
 the South-east and the South-west fourth of lot of land number
 twelve (12), in the 10th district of Carroll county, Georgia, contain-
 ing One hundred and fifty acres, more or less. To have and to hold
 the said bargained premises with all and singular the rights, members
 and appurtenances thereto appertaining, to the only proper use, benefit, and
 behoof of the said M. F. Sprewell, his heirs, executors, administrators and
 assigns, in fee simple; and the said E. W. Barnes the said bargained
 premises unto the said M. F. Sprewell, his heirs, executors, adminis-
 trators and assigns, against the said E. W. Barnes his heirs, exe-
 cutors and administrators, and against all and every other per-
 son or persons shall and will warrant and forever defend, by virtue
 of these presents. In witness whereof, the said E. W. Barnes hath here-
 unto set his hand and affixed his seal, and delivered these pres-
 ents the day and year first above written. Signed, sealed, and deliv-
 ered in presence of us:

E. W. Barnes
 E. W. Barnes, Jr.

E. W. Barnes Seal

Recorded Nov. 16th, 1885.

J. M. B. Kelly, C. S. C. C.

Carroll Co. GA Deeds and Mortgages 1884
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Joe. A. Wilson Atty. to James M. Hamrick, Jr.

State of Georgia } This Indenture, Made the 25th day of March, in the
Carroll County } year of our Lord one thousand eight hundred and eight,
four between Joe. A. Wilson Atty. for S. L. C. Crowsley,
M. J. Cobb, E. J. Wilson, S. H. White and W. M. Larty, only heirs at
law of S. L. Hamrick, deceased of the County of Douglas of the one
part, and James M. Hamrick, Jr. of the County of Carroll of the other part
Witnesseth that the said Joe. A. Wilson Atty. for and in consideration of
the sum of Sixty Dollars and sixty cents in hand paid, at and before the
making and delivery of these presents, the receipt whereof is hereby acknowl-
edged, has granted, bargained, sold, aliened, conveyed and confirmed, and
by these presents do grant, bargain, sell, alien, convey and confirm
unto the said James M. Hamrick his heirs and assigns, all that tract
or parcel of land siting, lying, and being in the Town of Villa Rica
County of Carroll State of Georgia, situated as follows to wit: com-
mencing at a point forty-two (42) from the intersection of the South
side of Wilson Street and the East side of the road leading to Crows-
ley old bar yard, and running southerly two hundred and twenty
two feet to land line, thence South to a parallel of fifty (50) feet
thence northwesterly two hundred and sixty-seven (267) feet to Wilson
Street, thence West along Wilson Street to starting point, Fifty (50) feet,
Being lot 224 of the subdivision of the land of S. L. Hamrick, deceased,
his one hundred and sixty-one in the sixth district of Carroll County,
State of Georgia As sold by Joe. A. Wilson Atty. To have and to hold
the said bargained premises with all and singular the rights, man-
ners and appurtenances therunto appertaining to the only proper
owner and behoof of the said J. M. Hamrick Junior his heirs, executors,
administrators and assigns, in Fee Simple, and the said Joseph
A. Wilson Atty. the said bargained premises unto the said J. M.
Hamrick Junior, his heirs, executors, administrators and assigns
against the said J. A. Wilson Atty. their heirs, executors and admin-
istrators, and against all and every other person or persons, shall any
will, warrant and recovery depend by virtue of these presents. In witness
whereof, the said J. A. Wilson Atty. has hereunto set their hands
affixed their seals, and delivered these presents, the day and year first
above written. Signed, sealed and delivered
in presence of us, J. Henderson, } Joe. A. Wilson Atty. for
These M. Hamrick, Jr. } S. L. Crowsley } Seal
M. J. Cobb } Seal
E. J. Wilson } Seal
S. H. White } Seal
W. M. Larty } Seal

Recorded November the 16th, 1885

J. M. B. Kelly, C. S. C.

W. A. Cady to James M. Hamrick.

State of Georgia } For and in consideration of Nine hundred Dollars
Carroll County } in hand Dollars to me in hand paid at and before
signing, sealing and delivering these presents, I Wil-
liam A. Cady have bargained, sold, alien, conveyed and do by these pre-
sents, bargain sell and convey unto James M. Hamrick his heirs and
legal representatives, the following property: it being in Block No. four
and lot for one, on corner of Chambers and Montgomery Streets
fronting on Montgomery Street forty feet and running back to Wilson
Street Two hundred and one feet, and running forty and a half feet
on Wilson Street, it being in lot of land No. One hundred and Sixty
one in sixth district of Carroll County, Georgia. To have and to hold
the of said property to the said James M. Hamrick his heirs and legal
representatives in Fee Simple with warranty of title, In testimony
whereof, I, the said William A. Cady have hereunto set my hand and
seal this the 27th day of August, 1885. Signed, sealed and delivered
in our presence. W. A. Cady.

W. A. Cady, C. S. C.
Recorded Nov the 16th, 1885. J. M. B. Kelly, C. S. C.

W. J. Stewart, Executor to G. M. Simpkins

State of Georgia } This Indenture made this 1st day of November, 1885.
Carroll County } between W. J. Stewart and M. L. Stewart, executors
and Executive of the Estate of G. M. Stewart, deceased
and G. M. Simpkins all of said County. Witnesseth that whereas the said
G. M. Stewart deceased on the twenty second day of July, 1880 bequeathed to
said G. M. Simpkins a bond for title to the land hereafter described
and the said G. M. Simpkins having failed to pay the purchase money
due on said land, and judgment having been obtained thereon by the
Executors of said G. M. Stewart, deceased, and they desiring to have
said land sold upon and under as provided for in section 54 of the Code
of Georgia of 1832; the said W. J. Stewart, executor and M. L. Stewart, executor
of said G. M. Stewart, deceased for and in consideration of the sum of seven hundred dollars to them in hand
paid hereby, sell and convey unto said G. M. Simpkins his heirs and assigns the
following tract or parcel of land to wit: Two hundred and thirty three (233) in the
sixth district of Carroll County, Georgia, containing two hundred two and one
half acres, more or less, to have and to hold said described premises in as complete a
manner as the said G. M. Stewart had and held the same. In witness whereof
the said W. J. Stewart, executor and M. L. Stewart, executor have hereunto set their
hands and seals the day and year above written. Signed, sealed, and deliv-
ered in the presence of W. J. Stewart, Executor, M. L. Stewart, Executor,
J. E. Snow.

Recorded November the 17th, 1885. J. M. B. Kelly, C. S. C.

Carroll Co. GA Deeds and Mortgages 1884
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J. H. P. Gray to James A. Chambers

State of Georgia } For and in consideration of the sum of Six
Carroll County } hundred and fifty dollars to me in hand paid,
it and before signing, sealing and delivering these
presents J. H. P. Gray have bargained, sold, and conveyed, and do by
these presents bargain, sell, and convey unto Jas. A. Chambers his heirs
and legal representatives the following property: The South half of lot of
land No. 255 two hundred and fifty five with the fifth district of Car-
roll County, Georgia, containing (or is) one hundred and one and
one quarter acres more or less. To have and to hold the aforesaid prop-
erty to the said Jas. A. Chambers, his heirs, and legal representatives in
fee simple with warranty of title. In testimony whereof I the said
J. H. P. Gray have hereunto set his hand and seal this 17th day of
November, 1885. Signed, sealed, and delivered
in our presence, J. P. Brown, Clerk of Court. J. H. P. Gray, [Signature]
J. M. Kelly, C. S. C. C.

Recorded November the 17th, 1885. J. M. Kelly, C. S. C. C.

George W. Simphins to Grace O. Marcell

State of Georgia } This Indenture, made this Thirty First day of
Carroll County } October in the year of our Lord one thousand
hundred and eighty five between George W. Simphins of the County of Carroll and State of Georgia a party of
the first part, and Grace O. Marcell of the County of Kings and
State of New York, party of the second part Witnesseth that the said
party of the first part, for and in consideration of the sum of
Five Hundred Dollars in hand paid, at and before the sealing and
delivery of these presents, the receipt whereof is hereby acknowledged, has
granted, bargained, sold and conveyed and by these presents does
grant, bargain, sell and convey to the said party of the second part
his heirs and assigns, the following described property, situate, lying
and being in the County of Carroll and State of Georgia, to wit: Lot
No. Two Hundred and Thirty three 233 in the Eleventh District,
containing Two Hundred and Two and 2/3 202 2/3 acres more or less.
To have and to hold the said Bargained Premises, with all and singu-
lar the rights, liberties and appurtenances thereto in anywise
belonging or in anywise appertaining, to the only proper use, benefit
and behoof of the said party of the second part, her heirs, assigns
and assigns forever, in fee simple, hereby releasing to said
second party all rights of dower and all rights of homestead therein.
And the said party of the first part doth covenant that he is law-
fully seized of said property and has a good right to convey it, and
that it is unincumbered, and hereby warrant and will forever defend
the title to said property against the claims of all persons whomsoever.
This conveyance is made by the said party of the first part to secure

party herein, under the conditions of a certain bond for nonpayment
by the said second party to the said first party, which said bond is made
a part hereof. This deed and said bond are executed to conform to sections
166, 1770 and 1771 of the Code of Georgia. In Witness whereof, the said
party of the first part has hereunto set his hand and affixed his seal the
day and year above written. Signed, sealed, and delivered
in presence of: W. P. Cole

J. M. Kelly, C. S. C. C. George W. Simphins, [Signature]

I, Mary Simphins wife of said George W. Simphins having had
the above foregoing Read to said Grace O. Marcell read out to me,
and being fully informed of its contents, hereby ratify and voluntarily assent
to the same, and approve of the conveyance hereby made. Witness my hand
and seal this Thirty first day of October A. D. 1885.
In presence of W. P. Cole
J. M. Kelly, C. S. C. C. Mary Simphins, [Signature]
Recorded November the 17th, 1885. J. M. Kelly, C. S. C. C.

R. F. Miller to S. M. McCalmont

State of Georgia } For and in consideration of the sum of One Hundred
Carroll County } Dollars to me in hand paid at and before signing, seal-
ing and delivering these presents, J. F. Miller have
bargained, sold, and conveyed, and do by these presents, bargain, sell,
and convey unto S. M. McCalmont his heirs and legal representatives
the following property: Ten acres more or less, the line to commence at
the corner of S. M. McCalmont & J. in the corner of the north-east
corner of said lot and running due east to A. Threadgill's line thence
south to original line thence due west to S. M. McCalmont's line
of said 47 acres on the South east to Rabun McCalmont's line
part of lot no. 5 in the sixth District of the County and State
Georgia. To have and to hold the aforesaid property to the said S.
M. McCalmont his heirs and legal representatives in fee simple
with warranty of title. In testimony whereof the said R. F. Miller
has hereunto set his hand and seal this 20th day of November 1885.
Signed, sealed, and delivered
in our presence.
James A. Higgins
R. F. Miller, A. P. in Office of J. P.
Recorded November the 20th, 1885.
J. M. Kelly, C. S. C. C.

Carroll Co. GA Deeds and Mortgages 1884
www.georgiaphoneers.com

George M. Holcombe to James M. C. Sherwood

State of Georgia } This Indenture, made this Tenth day of November
Carroll County } in the year of our Lord One Thousand Eight hundred
and Eighty-five between George M. Holcombe of
the County of Carroll and State of Georgia party of the first part, and
James M. C. Sherwood of the County of Queens and State of New York
party of the second part, Witnesseth, that the said party of the first part
for and in consideration of the sum of Twelve Hundred Dollars in hand
paid of and before the sealing and delivery of these presents, the receipt
whereof is hereby acknowledged, has granted, bargained, sold and conveyed,
and by these presents does grant, bargain, sell and convey to the said party
of the second part, his heirs and assigns, the following described property sit-
uated, lying and being in the County of Carroll and State of Georgia,
to-wit: Lot No. Two hundred and fifty four (254) in the Tenth (10th)
District, containing Two hundred and Two and 2/3 (202 2/3) acres
more or less. To have and to hold the said bargain'd Premises, with all
and singular the rights, manners and appurtenances thereto in anywise
belonging, unto the said party of the second part, his heirs, executors, ad-
ministrators and assigns, in fee Simple, hereby releasing to said second
party all rights of dower and all rights of homestead therein. And
the said party of the first part hereby covenants, warrants and obliges
himself, his heirs, legal representatives or assigns, upon the time and con-
ditions set out in my bond to him dated November 10th, A.D. 1885, and recorded
in his deed of sale, date concerning the above described property to me,
which deed I hereby deliver to said Mortgage Company, in witness
whereof I have hereunto set my hand and seal this Tenth day of
November, A.D. 1885. Signed, sealed, and delivered
in presence of J. H. Ward, Commissioner of
Deeds for Georgia in New York.

Carroll Co. GA Deeds and Mortgages 1884
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Witnesseth, that the said party of the first part, his heirs, executors, ad-
ministrators and assigns, in fee Simple, hereby releasing to said second
party all rights of dower and all rights of homestead therein. And
the said party of the first part hereby covenants, warrants and obliges
himself, his heirs, legal representatives or assigns, upon the time and con-
ditions set out in my bond to him dated November 10th, A.D. 1885, and recorded
in his deed of sale, date concerning the above described property to me,
which deed I hereby deliver to said Mortgage Company, in witness
whereof I have hereunto set my hand and seal this Tenth day of
November, A.D. 1885. Signed, sealed, and delivered
in presence of J. H. Ward, Commissioner of
Deeds for Georgia in New York.

Recorded November the 15th 1885
J. M. B. Kelly, C. S. C. C.

J. M. C. Sherwood to The American Mortgage Company of New York

State of New York } In consideration of Twelve hundred Dollars
City and County of New York } in hand paid, James M. C. Sherwood, of the
County of Queens and State of New York, hereby
grant, bargain, sell, and convey unto The American Mortgage Com-
pany of Scotland, Limited, of Edinburgh, Scotland, its successors and
assigns, the following described Real Estate, situate in the County of
Carroll and State of Georgia, to-wit: Lot No. Two hundred and fifty
four (254) in the Tenth (10th) District, containing Two hundred and
Two and 2/3 (202 2/3) acres, more or less. To have and to hold said prop-
erty and its appurtenances unto the said The American Mortgage Com-
pany of Scotland Limited, of Edinburgh, Scotland, its successors and
assigns forever, and I warrant unto it and them the title to said property
against all persons claiming under me, but against no one else. This
conveyance, made subject to the right of George M. Holcombe of the
County of Carroll and State of Georgia to have said property conveyed
to him, his heirs, legal representatives or assigns, upon the time and con-
ditions set out in my bond to him dated November 10th, A.D. 1885, and recorded
in his deed of sale, date concerning the above described property to me,
which deed I hereby deliver to said Mortgage Company, in witness
whereof I have hereunto set my hand and seal this Tenth day of
November, A.D. 1885. Signed, sealed, and delivered
in presence of J. H. Ward, Commissioner of
Deeds for Georgia in New York.

State of New York } Do. It is remembered that on this Tenth
City and County of New York } day of November, A.D. 1885, before me
Thomas J. Ward a Commissioner for
the State of Georgia in New York, residing in the City of New York,
personally appeared James M. C. Sherwood, to me personally known to
be the individual named in and who executed the foregoing In-
strument, who acknowledged that he executed the same for the
uses and purposes therein named and mentioned. In witness where-
of, I have hereunto set my hand and official seal this
Tenth day of November, A.D. 1885. Thomas J. Ward, Commissioner
of Deeds for Georgia in New York.

Recorded November the 15th 1885
J. M. B. Kelly, C. S. C. C.

James Hay to J. M. Hamrick

State of Georgia } This Indenture made this 28th day of May in
Carroll County } the year Eighteen hundred and seventy seven be-
tween James Hay of the State and County of the
one part and J. M. Hamrick of the same place of the other part,
Witnesseth that the said James Hay, Col. for and in consideration
of the sum of three hundred and fifty four ⁴²/₁₀₀ dollars to him in
hand paid at and upon the sealing and delivery of these presents
the receipt whereof is hereby acknowledged, hath granted, bargained,
sold and conveyed, and do by these presents, grant, bargain, sell
and convey unto the said J. M. Hamrick his heirs and assigns all
that tract or parcel of land situate, lying and being in the 5th
district of said County, known as lot of land No. 201, one hun-
dred and one, being one hundred and fifty Acres more or less. To
have and to hold said tract or parcel of land unto him, the
said J. M. Hamrick, his heirs and assigns forever in fee simple,
and the said James Hay, Col. will, his heirs, executors and adminis-
trators shall warrant and forever defend the right and title thereof
against themselves and against the lawful claims of all other
persons whatsoever. In testimony whereof the said James Hay, Col. has
hereunto set this hand and affixed his seal the day and year above
written. Signed, sealed and delivered in
presence of J. S. Cooke

J. S. Cooke, J. C.

Recorded November 21st, 1880, J. M. B. Kelly, C. S. C. C.

Stewart & Long to Charles E. Walker

Georgia } This Indenture made and entered into this eight-
eenth day of December eighteen hundred and
Carroll County } twenty, between Stewart & Long of the County &
State of said of the one part and Charles E. Walker of the same place
of the other part, Witnesseth that said Stewart & Long, for and in con-
sideration of the sum of Four Hundred and fifty dollars to them in
hand paid the receipt whereof is hereby acknowledged hath granted,
bargained & sold and do by these presents, grant, bargain and sell
unto Charles E. Walker this west half of lot of land number One
hundred and Eighty two (182) in the fifth district of County & State
aforesaid. To have and to hold said bargained premises together with all and
singular the rights, members and appurtenances therunto belonging to him,
the said Charles E. Walker for ever in fee simple, and the said Stewart & Long will warrant
and forever defend the right and title thereof against their own claims and all other
claims whatsoever. In testimony whereof the said Stewart & Long, hath hereunto set
their hand & offered their seal the day and year above written. Signed, sealed and
delivered in presence of
Leon P. Mandersville

Stewart & Long, J. S.

J. S. & C. C. Hamrick to James Hay

State of Georgia } This Indenture made this 15th day of December eight-
Carroll County } hundred and seventy seven, between J. S. Hamrick of
the State and County above and James Hay of the
other part of the same place, Witnesseth that for and in consideration of
One hundred and Seventy five Dollars, the receipt whereof is hereby
acknowledged hath granted, bargained, and sold and do by these
presents, grant, bargain, sell, and convey unto the said James Hay, his
heirs and assigns all that tract or parcel of land situate, lying and
being in the 5th district of said County, being fifty Acres lying in
the North west corner of lot of land No. 181 one hundred and eighty one
containing fifty Acres more or less. To have and to hold said tract of land
unto him the said James Hay, his heirs and assigns together with all and
singular the rights, members and appurtenances to the same in any way be-
longing, to his and their own proper use, benefit and behoof forever in fee
simple. And the said J. S. Hamrick will, his heirs, executors and adminis-
trators shall warrant and forever defend the right and title to the same
against themselves and against the lawful claims of all persons what-
soever. In testimony whereof the said J. S. Hamrick and wife, R. C. Hamrick, had
hereunto set their hands and affixed their seals the day and year above
written. Signed, sealed, and delivered in
presence of Laura S. Carroll

J. S. Hamrick, R. C. Hamrick, J. S. Hamrick, C. S. C. C.
Recorded November 21st, 1880, J. M. B. Kelly, C. S. C. C.

J. M. Kelly to J. L. Byram

State of Georgia } For and in consideration of Seven Hundred and
Carroll County } fifty Dollars to him in hand paid, at and upon the
signing, sealing, and delivery of these presents, J. M. Kelly
have bargained, sold and conveyed, and do by these presents, bar-
gain, sell and convey unto J. L. Byram, his heirs and legal representatives
the following property to wit: Ninety nine and one fourth acres, more or less
the same being the west half of lot number One hundred and eighty two
(182) and also two acres of land in the South east corner of lot of land
number two hundred and three (203) commencing at the South east
corner and running easterly eight rods north, thence five rods west, thence two
rods South, thence four hundred yard west thence south to the South line, thence
with the South line to the original southeast corner. And land lying in the
fifth district of said County and State. To have and to hold the aforesaid prop-
erty to the said J. L. Byram, his heirs and legal representatives in fee simple
with warranty of title. In testimony whereof the said J. M. Kelly have
hereunto set my hand and seal this the 5th day of January, 1876. Signed,
sealed and delivered in our
presence: J. S. Hamrick

J. S. Hamrick, C. S. C. C.

Thomas M. Kelly, J. S.

Wm. S. Herren to J. T. Herren.

State of Georgia } This Indenture made this twenty-fifth day of April
Carroll County } in the year of our Lord eighteen hundred and seventy
Between Wm. S. Herren of the State and County
above written, of the one part, and J. T. Herren of the same place, of the
other part. Witnesseth that the said Wm. S. Herren for and in consideration
of the sum of One Hundred and fifty dollars, to him in hand paid
at and before the sealing and delivery of these presents, the receipt, whereof
is hereby acknowledged, hath granted, bargained, sold and conveyed
and does by these presents, grant, bargain, sell and convey unto the
said J. T. Herren, his heirs and assigns, all that tract or parcel of
land, situated lying and being in the fifth district of said county, it be-
ing fifty acres in the South-west corner of lot of land No. 18 One
hundred and eighty one, To have and to hold, said tract or parcel
of land unto him the said J. T. Herren, his heirs and assigns together
with all and singular the rights, tenements and appurtenances to the
same in any way belonging to his and their now proper use, benefit
and behoof, free of all encumbrance, and the said Wm. S. Herren for him-
self, his heirs, Executors and administrators, the said bargain and promise
unto the J. T. Herren his heirs and assigns with warrant and power
defend the right and title thereof, against the claims and against the
claims of all other persons whatever. In witness whereof the said Wm.
S. Herren has hereunto at his hand and office in said Carroll County
year above written Signed, sealed, and delivered
in presence of C. C. Leguina, J. P. of said County.

Wm. S. Herren, J. T. Herren
J. P. Carroll, J. P. of said County
Recorded November the 21st, 1885 J. M. B. Kelly, C. S. C. C.

E. M. Allen to David Boyd.

Georgia } This indenture made this 26th day of November 1884
Carroll County } between E. M. Allen & David Boyd, both of the county
aforesaid. Witnesseth that the said E. M. Allen for and
in consideration of the sum three hundred & forty dollars, the receipt
of which is hereby acknowledged, has hereby sold & conveyed unto the said
David Boyd his heirs and assigns, certain tract of land situated
in the county aforesaid to wit: Twenty two and one fourth of an acre
more or less, commencing at the west line of lot of land No. 34 Four
hundred and running east along the Atlanta road to the Villa Rica
Road, then running North thirty two rods, more or less, to the original
line down the original line west Eight rods, thence
down to the starting point said land being in the original 6th of
said county, together with all the rights and privileges thereunto be-
longing, in fee simple. And the said E. M. Allen his heirs, executors
and administrators the title to the premises aforesaid with power
warrant and defend to the said David Boyd, his heirs and assigns

afforded his seal the day and year aforesaid. Signed, sealed, and delivered
in presence of J. P. of said County
J. P. of said County
Recorded November the 21st, 1885. J. M. B. Kelly, C. S. C. C.

Willis S. Reynolds to David Boyd

State of Georgia } For, and in consideration of Five Hundred Dollars to
Carroll County } me in hand paid out and by signing, sealing and de-
livering these presents, Willis S. Reynolds have bargained,
sold, and conveyed, and do by these presents bargain, sell and convey unto
David Boyd his heirs and legal representatives, the following property: Fifty
Acres off of lot of Land No. 35. Thirty five in the 6th district of said State and
county, lying in the west side of said road. To have and to hold the afore-
said property to the said David Boyd his heirs and legal representatives
in fee simple with warranty of title. In testimony whereof, I the said W. S.
Reynolds have hereunto at my hand and seal this the 21st day of January
1883. Signed, sealed, and delivered in
our presence, J. P. of said County, J. P. of said County
J. P. of said County
Recorded November the 21st, 1885. J. M. B. Kelly, C. S. C. C.

C. C. Leguina to David Boyd.

State of Georgia } For and in consideration of Four Hundred Dollars
Carroll County } to be in hand paid at and before signing, sealing and
delivering of these presents, C. C. Leguina have bar-
gained, sold and conveyed, and do by these presents bargain, sell and con-
vey unto David Boyd his heirs and legal representatives, the follow-
ing property: Fifty Acres, more or less, off of lot of land No. 30. Thirty
five, lying in the southeast corner of said lot, in the sixth district
of Carroll County, Ga. together with my interest in the real estate of Joseph
Boyd, late of said county, deceased. To have and to hold the aforesaid
property to the said David Boyd his heirs and legal representatives in
fee simple with warranty of title. In testimony whereof, I the said
C. C. Leguina have hereunto at my hand and seal this the 28th day
of October, 1881. Signed, sealed, and delivered in
our presence, J. P. of said County, J. P. of said County
J. P. of said County
Recorded November the 21st, 1885. J. M. B. Kelly, C. S. C. C.

Carroll Co. GA Deeds and Mortgages 1884
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To J. M. Kelly

and in consideration of Forty dollars to me in
and paid at and before the signing, sealing and
delivery of these presents J. C. E. Walker have bargained, sold and conveyed, and do by these presents bargain, sell and convey unto J. M. Kelly, his heirs and legal representatives the
a piece of land in the South-east corner of
5th district, commencing at the South-east
corner, thence eight rods North, thence five rods
South, thence one hundred yards west, thence
five rods and along said line to the South-east
starting point, To have and to hold the above
said J. M. Kelly, his heirs and legal represent
with warranty of title. In testimony whereof I
have hereunto set my hand and seal this 30th
day of November, 1850. Signed, sealed, and delivered in
presence of
J. M. Kelly, C. S. C. C.

John H. Kay

and in consideration of Twenty Five dollars
to me in hand paid at and before the signing,
sealing and delivering these presents J. John H. Kay
bargained, sold and conveyed, and do by these
presents bargain, sell and convey unto J. M. Kelly, his heirs and legal
representatives the following property: Three fourths (3/4) of one acre more or
less, One Hundred & Eighty Two (182) in the
first of land lying in the S. E. corner of the
Block bounded on the East by the public road
to the East, on the West by J. H. Kay's land, said
State and County of Georgia, To have and to hold
to the said J. M. Kelly, his heirs and legal rep
resentatives with warranty of title. In testimony whereof
I have hereunto set my hand and seal this
30th day of November, 1850. Signed, sealed, and delivered in
presence of
J. M. Kelly, C. S. C. C.

under the 21st, 1850. J. M. Kelly, C. S. C. C.

Charles E. Walker to J. M. Kelly

State of Georgia } For and in consideration of One thousand dollars
Carroll County } to me in hand paid at and before the signing,
sealing and delivery of these presents, J. C. E. Walker
have bargained, sold and conveyed, and do by these presents bargain,
sell and convey unto J. M. Kelly, his heirs and legal representatives, the
following property: to wit: ninety nine and one fourth acres more or
less, the same being the west half of Lot number one hundred and
eighty two (182) in the 5th District of said county and State. To have
and to hold the above said property to the said J. M. Kelly, his heirs and
legal representatives in fee simple, with warranty of title. In testimony
whereof, I the said C. E. Walker have hereunto set my hand and
seal this the 30th day of November, 1850. Signed, sealed, and de
livered in our presence:
J. H. McGill }
J. M. Griffin, C. S. C. C. }
Recorded the 21st of November, 1850. J. M. Kelly, C. S. C. C.

W. S. Alexander to C. E. Walker

State of Georgia } For and in consideration of Forty dollars to me in
Carroll County } hand paid at and before the signing, sealing, and
delivery of these presents J. William S. Alexander
have bargained, sold and conveyed, and do by these presents bar
gain, sell and convey unto C. E. Walker, his heirs and legal represent
atives, the following property: Ten Acres of land in the South-east
corner of Lot of land No. 203 in the 5th District commencing at
the South-east corner and running seventy eight rods North, thence
five rods west, thence Ten rods South, thence one hundred and yards
west, thence South to the South line, thence with the South line to
the original South-east corner. To have and to hold the above said
property to the said C. E. Walker, his heirs and legal representatives
in fee simple, with warranty of title. In testimony whereof, I
the said, William S. Alexander have hereunto set my hand and
seal this the 14th day of August, 1852. Signed, sealed and
delivered in our presence:
W. H. Pitts }
J. M. Griffin, C. S. C. C. }
Recorded November 21st, 1855. J. M. Kelly, C. S. C. C.

and Mortgages 1884
com

Charles E. Walker to J. M. Kelly.

State of Georgia) For and in consideration of One thousand dollars
Carroll County) to me in hand paid at and before the signing,
sealing and delivery of these presents, I, C. E. Walker
have bargained, sold and conveyed, and do by these presents bargain,
sell and convey unto J. M. Kelly, his heirs and legal representatives, the
following property to wit: namely, nine and one fourth acres, more or
less, the same being the west half of Lot number one hundred, and
eighty two (182) in the Fifth District of said county and State. To have
and to hold the aforesaid property to the said J. M. Kelly, his heirs and
legal representatives in fee simple with warranty of title. In testimony
whereof, I, the said C. E. Walker have hereunto set my hand and
seal this 30th day of November, 1872. Signed, sealed, and de-
livered in our presence:

J. H. Merrill

J. M. Griffin, C. S. C.

Chas. E. Walker, [Signature]

Recorded the 21st of November, 1883. J. M. Kelly, C. S. C. C.

W. S. Alexander to C. E. Walker.

State of Georgia) For and in consideration of Fifty dollars to me in
Carroll County) hand paid at and before the
delivery of these presents, I, C. E. Walker
have bargained, sold and conveyed, and do by these presents bar-
gain, sell and convey unto C. E. Walker, his heirs and legal representa-
tives, the following property: Ten Acres of land in the South-east
corner of Lot of Land No. 203 in the 5th District commencing at
the South-east corner and running twenty eight rods North, thence
five rods west, thence five rods South, thence one hundred yards
west, thence South to the South line, thence with the South line to
the original South-east corner. To have and to hold, the aforesaid
property to the said C. E. Walker, his heirs and legal representatives
in fee simple with warranty of title. In testimony whereof, I,
the said William S. A. Alexander have hereunto set my hand and
seal this 14th day of August, 1872. Signed, sealed and
delivered in our presence:

W. S. A. Alexander

J. M. Griffin, C. S. C.

W. S. Alexander, [Signature]

Recorded November 21st, 1883.

J. M. Kelly, C. S. C. C.

James H. Archer to J. C. Nelson, Admin.

State of Georgia) This Indenture, made the 20th day of November
Carroll County) in the year of our Lord one thousand eight hun-
dred and eighty five between James H. Archer
of the County of Carroll of the one part, and J. C. Nelson, Admin-
istrator on the estate of J. M. Kelly of said county and State decan-
of the other part: Witnesseth that the said James H. Archer for
and in consideration of the sum of One thousand dollars in
hand paid, at or before the sealing and delivery of these presents
the receipt whereof is hereby acknowledged, has granted, bargained,
sold, aliened, conveyed and confirmed, and by these presents do
grant, bargain, sell, alien, convey and confirm unto the said J.
C. Nelson, Administrator as aforesaid and his heirs and assigns
thirty nine and one fourth acres, more or less, the same being the
West half of Lot number One hundred and eighty two (182), and
also ten acres of land in the South East corner of Lot of land num-
ber two hundred and three (203), commencing at the South East
corner and running twenty eight rods North, thence five rods
West, thence ten rods South, thence one hundred yards West, thence
South to the South line, thence with the South line to the origi-
nal South East corner, said lands being in the Fifth District of
said county and State. To have and to hold, the said bargained
premises with all and singular the rights, members and appurtenances
thereunto appertaining, to the only proper use, benefit and behoof of
the said J. C. Nelson, Administrator as aforesaid his heirs, executors
administrators and assigns, in fee simple and the said James
H. Archer, the said bargained premises unto the said J. C. Nelson
Administrator as aforesaid his heirs, executors, administrators
and assigns, against the said James H. Archer his heirs, executors
and administrators, and against all and every other person or per-
sons shall and will, warrant and forever defend, by virtue of these pre-
sents. In witness whereof, the said James H. Archer has hereunto set
his hand, affixed his seal, and delivered these presents the day and
year first above written, Signed, sealed, and delivered in
presence of us, J. C. Nelson, [Signature] Seal

[Seal]

J. M. Kelly, C. S. C.

Recorded November the 20th, 1883. J. M. Kelly, C. S. C. C.

L. R. & M. S. Dingler to C. B. Phillips.

State of Georgia) This indenture made this March the first day
Carroll County) in the year of our Lord eighteen hundred and
eighty one between Daniel Dingler of the State
and county aforesaid of the one part and C. B. Phillips of the same
place of the second part. Witnesseth, that the said Daniel Dingler
for and in consideration of the sum of one hundred dollars to

these presents the receipt whereof is hereby acknowledged hath granted, bargained, sold, and conveyed unto him the said E. B. Phillips his heirs and assigns all that tract or parcel of land situate, lying and being in said County, and known and distinguished in the plan of said County as one hundred and thirty five acres, more or less, Lot No. Eight in the 5th dist. of Carroll County, Georgia, it being the entire interest of said Daniel Riegler said lot of land. To have and to hold said tract or parcel of land unto him the said E. B. Phillips, his heirs and assigns together with all and singular the rights, members and appurtenances thereto in any belonging to him and their own proper use, benefit and behoof forever in fee simple, and the said Daniel Riegler for himself, his heirs, executors and administrators the said bargained premises unto him, the said E. B. Phillips his heirs and assigns will warrant and forever defend the right and title thereof against themselves and against the claims of all other persons whatever. In witness whereof the said Daniel Riegler hath hereunto at his hand and affixed his seal the day and year above written. Signed, sealed and delivered in presence of

J. S. M. Shaw
J. S. Norman, Jr.
L. R. Riegler
W. S. Riegler

Recorded November the 23rd 1880. J. M. Kelly, C. S. C. C.

E. J. Chenev to William A. Carroll Co. GA Deeds and Mortgages 1884.
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State of Georgia } This Indenture made this twenty ninth day of
Carroll County } September in the year of our Lord one thousand eight
hundred and eighty three between Earnest J. Chenev
of the County of Carroll State of Georgia of the first part and William
A. Chenev of the County of Carroll State of Georgia of the second
part. Witnesseth that the said party of the first part for and in consideration
of the sum of seven hundred dollars in hand paid at and before
the sealing and delivery of these presents the receipt whereof is
hereby acknowledged hath granted, bargained, sold and conveyed and
by these presents doth grant, bargain, sell and convey unto the said party
of the second part his heirs and assigns all that tract or parcel of land
situated, lying and being in the sixth district and 5th section of the
County and State aforesaid, known as the North half of lot of land
number one hundred and sixty one (161) the same being one half interest
undivided in said North half of said lot, the same containing one
hundred acres, more or less, also one half interest undivided in
twenty acres, more or less, in the North west corner of lot of land No. 176
in the second district of said County. To have and to hold the said
bargained premises, together with all and singular the rights, members
and appurtenances thereto to the same being, belonging, or in anywise
appertaining, to the said proper use, benefit, and behoof of him the
said party of the second party, his heirs, executors, administrators and
assigns in fee simple. And the said party of the first part his

unto the said party of the second part his heirs, executors, administrators and assigns against said party of the first part his heirs, executors and administrators, and all and every other person or persons shall and will warrant and forever defend, by virtue of these presents. In witness whereof the said party of the first part has hereunto at his hand and affixed his seal the day and year first above written. Signed, sealed, and delivered in presence of: J. M. Storer, J. P. } E. J. Chenev. Seal
J. M. Storer, J. P. }

Recorded November the 23rd 1885. J. M. Kelly, C. S. C. C.

W. A. Chenev, Adm. to E. J. Chenev.

Georgia } This Indenture made this the 29th day of September
Carroll County } in the year 1883 between W. A. Chenev and Louisa
Roberts Administrators of the Estate of Allison Chenev
Late of said County and State deceased of the one part and Earnest
J. Chenev of said State and County of the other part. Witnesseth that
the said party of the first part by virtue of an order granted by the Court of Ordinary of said
County of Carroll on the first Monday in October, 1881 to the said W. A.
Chenev and Louisa Roberts Administrators to sell the Real Estate belong to
said Estate situated being and lying in the County of Carroll and
State of Georgia containing one hundred acres, more or less, being
the North half of Lot of land number one hundred and sixty one (161)
in the sixth district of said County, after having duly advertised in con-
formity to law the same was put up and exposed to Public sale to the highest
bidder at the Court house door of said County of Carroll within the legal
hours of sale on the first Tuesday in December, 1881 by the said W. A.
Chenev and Louisa Roberts Administrators as aforesaid when the same
was knocked off to the said E. J. Chenev at the price or sum of Twelve
hundred and sixteen dollars, \$12.16 he being the highest bidder.
In pursuance and consideration of the sum of Twelve hundred and sixteen dollars in
hand paid to W. A. Chenev and Louisa Roberts Administrators as aforesaid by him the said E. J.
Chenev at and before the sealing and delivery of these presents the receipt whereof is hereby
acknowledged the said W. A. Chenev and Louisa Roberts Administrators as aforesaid have
granted, bargained and sold unto the said E. J. Chenev the before named and bargained land
with all the appurtenances thereto belonging as in and unto the appurtenances here the
said E. J. Chenev his heirs and assigns to him and their own use, benefit and behoof
in fee simple and the said W. A. Chenev and Louisa Roberts Administrators as aforesaid
the before named land with the appurtenances thereto belonging unto him the said
E. J. Chenev his heirs and assigns shall and will warrant and forever defend the legal and
enforceable title against themselves and every other person or persons whatsoever so far as
law and equity may be bound to do as Administrators and witnesses whereof
the said W. A. Chenev and Louisa Roberts Administrators as aforesaid at their hand and
affixed their seals the day and year above written. Signed, sealed, and delivered
in presence of: J. M. Storer, J. P. } W. A. Chenev
J. M. Storer, J. P. }

J. P. Griffin & A. J. McCalister to C. H. Spence

Georgia } This Indenture made this 24th day of October,
Carroll County } 1885, between J. P. Griffin & A. J. McCalister and
C. H. Spence, both of the County aforesaid, witnesseth
that the said J. P. Griffin & A. J. McCalister for and in consideration of
three hundred and fifty dollars the receipt whereof is hereby acknowledged
does hereby sell and convey unto the said C. H. Spence his heirs and
assigns a certain tract or lot of land situated in the County aforesaid
said to wit: One fourth of Lot of land Number (11) one hundred &
shown in the six District of Carroll County, Ga. it being in the
Southwest corner of said lot, containing fifty acres, more or less,
together with all rights and privileges thereunto belonging in fee simple.
And the said J. P. Griffin & A. J. McCalister his heirs, executors
and administrators the title to the premises aforesaid, will forever war-
rant and defend to the said C. H. Spence his heirs and assigns
against the lawful claims of all other persons. In witness whereof, the
said Griffin & McCalister has hereunto set his hand and seal the
day and year aforesaid, Signed, sealed, and delivered in
presence of: R. S. Thruway }
J. P. Griffin }
A. J. McCalister }
V. R. Davis, Jr. }
Recorded Nov. 23rd, 1885. JMB Kelly, C. S. C. C.

M. A. Pope to James F. Williams

State of Georgia } This Indenture made this the eighteenth day of Sep-
Carroll County } tember in the year of our Lord one thousand eight hun-
dred and eighty three between M. A. Pope of the County
of Carroll State of Georgia of the first part, and James F. Williams of the
County of Carroll State of Georgia of the second part. Witnesseth that the
said party of the first part, for and in consideration of the sum of One
hundred & sixty five \$165. or Dollars in hand paid, at and before
the sealing and delivery of these presents the receipt whereof is hereby ac-
knowledged hath granted, bargained, sold and conveyed and by
these presents do grant, bargain, sell and convey unto the said party of
the second party his heirs and assigns, all that tract or parcel of land
situated lying and being in the Sixth Dist. original of Carroll County,
Georgia now in the Second Dist. County and State aforesaid to one hun-
dred one & fourth acres (101 1/4) Do & having the West half of lot of land
number thirty six (36) Do have and to hold the said bargained
premises together with all and singular the rights, title and ap-
purtenances thereto, to the same being, belonging, or in anywise apper-
taining, to the said party of the second party his heirs, executors,
administrators and assigns, in fee simple. And the said party of the first part his heirs, executors
and administrators, the said bargained premises unto the said
party of the second party his heirs, executors, administrators and as-

administrators and all and every other person or persons, who
and will warrant and forever defend, by virtue of these presents.
In witness whereof, the said party of the first part hath hereunto set
his hand and affixed his seal the day and year first above written,
Signed, sealed, and delivered in
presence of: C. H. Stone }
James D. Stone, Jr. }
Recorded November the 23rd, 1885. JMB Kelly, C. S. C. C.

W. H. Pope, Seal

L. Kendrick to Nelson Graves

State of Georgia } For and in consideration of the sum of Thirty Dollars
Carroll County } to now in hand paid by Nelson Graves of the State
and County aforesaid. I, L. Kendrick of said
place do hereby grant, bargain, sell and convey unto the said Graves
his heirs and assigns, two acres of land, of land lot # two hundred
and number (212) in the third district of the State and County aforesaid
and on the west side of said lot, bounded as follows: Starting a little
west of a certain sassafras sapling near the corner of his (the said Graves)
place, and running east one acre, thence South two acres, thence west
one acre to the original line of lot first mentioned, thence South to
the first mentioned corner (or starting point). To have and to hold said
premises together with all the rights, title and appur-
tenances thereto belonging or in anywise appertaining unto him
the said Graves his heirs and assigns, in fee simple. And I, for myself, my
heirs, executors and administrators the said bargained premises
unto the said Graves his heirs and assigns, will warrant and forever
defend the right and title thereof against all persons and against the claims
of all other parties whatever. In testis coram, whereof I have hereunto
assigned my name and affixed my seal, this 21st day, 1884.
L. Kendrick }
A. C. Kendrick }
R. Benton A. C. & Co. }
Recorded November the 23rd, 1885. JMB Kelly, C. S. C. C.

Wm. Amis to Henry Jackson

Georgia } This indenture made, this thirteenth day of August
Carroll County } in the year of our Lord eighteen hundred and eighty
five between Wm. Amis of the County & State aforesaid
of the one part and Henry Jackson of the same place of the other
part, witnesseth that the said Wm. Amis for and in consideration of
the sum of Fifty dollars to him in hand paid at and before the seal-
ing and delivery of these presents the receipt whereof is hereby acknowl-
edged hath granted, bargained, sold and conveyed, and does by
these presents grant, bargain, sell and convey unto the said

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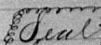
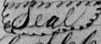
and known and distinguished in the plan of said district as
 part of lot No. fourteen, containing five, more or less on the extreme
 Southwest corner of said lot with all the rights, members and ap-
 purtenances therunto belonging, to have and to hold the aforesaid
 parcel of land unto him the said Henry Jackson his heirs and
 assigns together with all the rights, members and appurtenances
 to said parcel of land to his and their own proper use, benefit
 and behoof forever in fee simple, and the said Wm Amie for him-
 self, his heirs, executors and administrators the said bargained prom-
 ises together with the right, title and possession thereof unto the
 said Henry Jackson his and assigns will warrant and the right
 and title thereof against themselves and against the claims of all
 other persons whatsoever in testimony whereof, the said Wm Amie
 hath hereunto set his hand and affixed his seal the day and year
 first above written. Signed, sealed and delivered in
 presence of, J. H. Johnson

Wm Amie. 

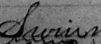
Recorded November the 23rd, 1880. JMB Kelly, C. S. C. C.

N. A. & E. J. Cheues to C. S. Ellis

State of Georgia } This Indenture made this twenty-fifth day of
 Carroll County } October in the year of our Lord one thousand
 hundred and eighty www.georgiapioneers.com
 Charles of the County of Carroll State of Georgia, the second part,
 Witnesseth that the said parties of the first part, for and in consideration
 the sum of One hundred and fifty Dollars, in hand paid at and by
 the sealing and delivery of these presents, the receipt whereof is hereby
 acknowledged, have granted, bargained, sold, aliened, conveyed, and by
 these presents doth grant, bargain, sell and convey unto the said party
 of the second part his heirs and assigns, all that tract or parcel of
 land lying situate and being in Sixth district and fifth section
 of the County of Carroll and State aforesaid known in the plan of
 said district and county as part of Lot of land Number one
 hundred and sixty one (61) two lots commencing at the East cor-
 ner of Villa Rica and Henderson Streets running westwardly two
 hundred feet to and along, thence Southwardly one hundred feet to
 corner, thence Eastwardly two hundred feet to Villa Rica Street, thence
 Northwardly along said street to the beginning corner. Also one lot
 described as follows: Commencing at the Corner of Cheues and
 Villa Rica Streets and running southwardly one hundred and
 thirty feet to Sweetwater Street thence Eastwardly along said Street one
 hundred and sixty feet to a corner, thence East twenty-nine feet to
 Villa Rica Street and along said street one hundred and sixty four
 feet to starting point, To have and to hold the said bargained
 promises together with all and singular the rights, members and appur-
 tenances thereof to the same being belonging, once and forever appertain-

part of lot of the second part his heirs and assigns, in fee simple: And the said parties of the first part their
 executors and administrators, the said bargained promises unto
 the said party of the second part his heirs, executors, administrators
 and assigns, against said parties of the first part, their heirs, ex-
 cutors, and administrators, and all and every other person or per-
 sons shall and will warrant and forever defend by virtue of these
 presents, In witness whereof, the said parties of the first part have
 hereunto set their hands and affixed their seals the day and year
 first above written. Signed, sealed and delivered in
 presence of, J. N. Garland } W. A. Cheues 
 James D. Stone, J. P. } E. J. Cheues 
 Recorded November the 23rd, 1880. JMB Kelly, C. S. C. C.

Alexander T. Swinney to Mary Ann Underwood

State of Georgia } This Indenture made this 16th day of September in
 Carroll County } the year eighteen hundred & sixty seven, Between Alex-
 ander T. Swinney of the County & State aforesaid
 of the one part and Mary Ann Underwood of the County of Spalding
 & State aforesaid of the other part, Witnesseth that the said Swinney
 for and in consideration of the sum of one hundred dollars to him
 in hand paid at and by the sealing and delivery of these pre-
 sents, the receipt whereof is hereby acknowledged, hath granted, bargained,
 sold, aliened, conveyed and doth by these presents, grant, bargain,
 sell and convey unto the said Mary Ann Underwood, her heirs
 and assigns all that tract or parcel of land, situate, lying and be-
 ing in the County aforesaid and Sixth district and Street of said
 County, being lot number (270) two hundred and twenty, containing
 fifty acres 50 acres, bounded on the East by the 50 acres of war-
 rant on the same lot & extending along the west line from the
 S. N. Canal far enough to make out the 50 acres to have and to hold
 said tract or parcel of land to her the said Mary Ann Underwood
 her heirs and assigns together with all and singular the rights, mem-
 bers and appurtenances thereof to the same in any manner belong-
 ing to her and their own proper use, benefit and behoof forever
 in fee simple, and the said A. T. Swinney for himself, his heirs, ex-
 cutors and administrators the said bargained promises to the said
 Mary Ann Underwood her heirs and assigns will warrant and for-
 ever defend the right and title thereof against themselves and against
 the claims of all other persons whomsoever. In witness whereof the
 said Alexander T. Swinney hath hereunto set his hand and affixed
 his seal the day and year first above written. Signed, sealed and de-
 livered in the presence of }
 of, J. E. Underwood } Alexander T. Swinney 
 Schern Goldin, J. P. }
 Recorded Nov. 24th, 1880. JMB Kelly, C. S. C. C.

Mahaly Nix to Alexander T. Swinney.

Georgia } This indenture made this 2nd, day of November, 1860
Carroll County } between Mahaly Nix of the one part and Alexander
T. Swinney of the other part Witnesseth, that the
said Mahaly Nix for & in consideration of the sum of Two hundred
dollars to her in hand paid by the said A. T. Swinney the receipt
whereof is hereby acknowledged hath granted, bargained, sold & con-
veyed and by these presents doth grant, bargain, sell & convey unto
the said Alexander T. Swinney, his heirs & assigns all of that tract
or parcel of land, situate, lying & being in the 11th District of said
county, Carroll, known as 5th, as is in the South west corner of
lot No. 270 two hundred & seventy, bounded on the East by the 50
acres of Tharven Chenes on the same lot & extending along the west
line from the S. W. corner far enough to make out the 50 acres, To
have & to hold the said bargained premises unto him the said A. T.
Swinney, his heirs & assigns forever, to him & their
own proper use, benefit & behoof forever as premises, and the said
Mahaly Nix for herself, her heirs and assigns warrant & forever defend
the right & title to the said bargained premises against the legal
claim of all persons present or persons to come. In witness whereof
the said Mahaly Nix hath hereunto set her hand & seal the day
& year above written. Signed, sealed & delivered in presence
of Thos. Charden, } Mahaly Nix
R. G. Higgins, }
Recorded November the 21th 1860, J. M. B. Kelly, C. S. C. C.

N. F. Goldin & F. P. Smith to Melson B. Underwood.

State of Georgia } This indenture made this twenty second day of
Carroll County } October in the year Eighteen hundred and seventy
between N. F. Goldin and F. P. Smith of the
County of Karolson and State of Georgia of the first part and Melson
B. Underwood of the County of Carroll and State of Georgia of the second
part Witnesseth that the said N. F. Goldin and F. P. Smith for and in
consideration of the sum of Fifty Dollars to them in hand paid by
the said Melson B. Underwood the receipt whereof is hereby acknowl-
edged, have by these presents granted, bargained, sold, aliened and con-
veyed unto the said Melson B. Underwood his heirs and assigns a cer-
tain parcel of land, situate, lying and being in the county of Carroll
and State of Georgia, known and distinguished in the plan of
said county as a part of Lot Number Two hundred and Forty three
(243) in the Sixth District and Fifth section of said county, contain-
ing five acres lying more or less in the North west corner of said
lot together with all the Rights members and appurtenances thereunto
in anywise appertaining, or belonging To have and to hold
the above granted premises to the said Melson B. Underwood his

and C. C. Swinney and their heirs and assigns forever
warrant and defend the said premises to the said Melson B. Underwood
his heirs, executors and Administrators against the lawful de-
mands of all persons whatever. In testimony whereof the said N. F.
Goldin and F. P. Smith have hereunto set their hands and seal the
day and year above written. Signed, sealed and delivered in presence
of J. M. B. Kelly } N. F. Goldin
F. P. Smith } F. P. Smith
J. M. B. Kelly, C. S. C. C.
Recorded November the 21th 1860, J. M. B. Kelly, C. S. C. C.

Calvin J. Ellis to W. H. Floyd et al.

Georgia } This indenture made this the 16th day of November, 1865.
Carroll County } between Calvin J. Ellis of the county of Carroll of
the first part and W. H. Floyd & J. S. Sasser & J. J.
Simmons Trustees of the Methodist Episcopal Church South at
Villa Rica Ga. of Carroll County of the second part, Witnesseth that the
said party of the first part, for and in consideration of the sum of
One hundred & twenty dollars in hand paid, at & upon the making
and delivery of these presents, the receipt whereof is hereby acknowledged
hath granted, bargained, sold & conveyed and by these presents do
grant, bargain, sell & convey unto the said parties of the second
part and their successors in office all that tract or parcel of land, situated
lying & being in the County of Villa Rica, Ga. & part of lot of land No. 160 one hundred & sixty one
divided as follows to wit: Commencing at the corner of Street watered Villa Rica street
running Southwardly along Villa Rica Street to the corner of Chenes & the corner
thence along Chenes street Southwardly to the corner of Street watered Villa Rica street
thence Southwardly to the starting point. In trust the said premises shall be used kept
maintained and disposed of as a place of worship for the use of the ministry
members of the Methodist Episcopal Church South from time to time autho-
rized & declared by the General Conference of said Church and the Annual Con-
ference within whose bounds the said premises are situated. To have & to hold
the said bargained premises together with all and singular the rights mem-
bers and appurtenances thereunto to the same being, belonging or in anywise apper-
taining, to the said proper use benefit and behoof of the Trustees the said parties
of the second part and their successors in office, nevertheless the said party of
the first part his heirs, executors and administrators the said bargained pre-
mises unto the said parties of the second part and their successors in office
against said party of the first part, his heirs, executors and administrators and
all and every other person or persons shall and will warrant & forever defend
by virtue of these presents. In witness whereof the said party of the first part
hath hereunto set his hand and affixed his seal the day and year first
above written. Signed, sealed and delivered in presence
of J. T. Henderson } Calvin J. Ellis
James D. Storey }
Recorded November the 21th 1865, J. M. B. Kelly, C. S. C. C.

Carroll Co. GA Deeds and Mortgages 1884
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J. C. Yates to Martha Jane Yates.

State of Georgia, } This Indenture made and entered into this
Carroll County, } 22nd of Dec. day of 1883 between Joel P. Yates
and Martha Jane Yates, wife of J. C. Yates, both
of Carroll County, witnesses that for and in consideration of the sum
of One thousand dollars, the money and proceeds of her property
that came by her, the receipt whereof is hereby acknowledged, does
hereby convey by deed her part in land and stock and convey unto
Martha Jane Yates, wife of J. C. Yates her heirs and assigns all of a
certain tract or lot of land situated in the county of said tract
(80) eighty acres, more or less on the South side of the lot where the
said J. C. Yates & wife now live No. (222) two hundred and twenty-two
together with all the rights and appurtenances thereto belonging in fee
simple together with 2 mules and a wagon & 1 Buggy, 3 cows & all
the traps & sign & household to make the sum of one thousand
dollars her gross property or the proceeds of her property and the said
J. C. Yates his heirs, executors and administrators the title to the
premises above said, with power warrant and defend to the said
Martha J. Yates her heirs and assigns, against the lawful
claim, except David, money, two hundred and fifty dollars to the
Carroll Banking Co. head of, of all other persons. In witness
whereof the said J. C. Yates has hereunto set his hand and seal
day and year above written.

J. C. Yates
W. H. Parrow, Atty.

Recorded Nov 25th, 1885.

J. W. Kelly, C. S. C. C.

J. C. P. Ward to H. M. Williams

State of Georgia, } For and in consideration of five hundred
Carroll County, } Dollars to be now hand paid at and before signing
sealing and delivering of these presents. J. C. P. Ward
have bargained, sold and conveyed, and does these presents
bargain, sell and convey unto H. M. Williams his heirs and legal
representatives the following property to wit: a certain lot and sit-
uance in the town of Brandon, said Carroll County & State, having
part of original lot and No. 140 in the 5th Dist. and village lot No. 13
in the 1st of said town on the West side of Columbus Street, bounded as
follows, commencing at the North corner, 25 feet South of Sharon
Hall lot and running South along that five hundred eight feet,
then west two hundred eighty feet, then North three hundred &
eighty four feet, then East eighty five feet, then North one hun-
dred & sixty feet, then East two hundred & fourteen feet, to commencing
corner, and also one lot fifty feet wide, more or less, running back west
from lot described to near where the State road, formerly run Cal-
houn now stands, on said lot all containing two acres, more or less.

his hand and seal the 25th day of January, 1885. Signed, sealed and
delivered in our presence.

J. P. Little.
J. H. Ward, Atty.
Recorded November the 25th, 1885. J. W. Kelly, C. S. C. C.

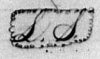
J. M. Butler to H. M. Camp.

State of Georgia, } This Indenture made the 24th day of November, in
Carroll County, } the year of our Lord one thousand eight hundred and
eighty-five, between J. M. Butler of the County of Car-
roll of the one part, and H. M. Camp of the County of Car-
roll of the other part: witnesses that the said J. M. Butler for and in consideration of
the sum of Thirteen hundred and fourteen & 100/100 dollars, no hand paid, of
or before the sealing and delivery of these presents, the receipt whereof is hereby
acknowledged, has granted, bargained, sold, aliened, conveyed and con-
veyed, and by these presents do grant, bargain, sell, alien, convey and
convey unto the said H. M. Camp his heirs and assigns the West half
of lot of land No. 232 Two hundred and thirty-nine in the original (5th)
Fifth district of Carroll County Georgia, also the North West fourth of land
No. 232 Two hundred and eighty in the (5th) Fifth district of said
county and State, also the North half of land lot No. (205) Two hun-
dred and five lying and being in the (5th) Fifth district of Carroll County
Georgia, containing two hundred fifty two and one half acres, more
or less, to have and to hold, the said bargained premises with all and
singular the rights, members and appurtenances thereto appertaining, to
the said property, seignior and behoof of the said H. M. Camp his heirs,
executors, administrators and assigns, in fee simple; and the said
J. M. Butler the said bargained premises unto the said H. M. Camp
his heirs, executors, administrators and assigns, against the said
J. M. Butler his heirs, executors and administrators, and against all
and every other person or persons shall and will warrant and forever defend
by notice of these presents. In witness whereof the said J. M. Butler
has hereunto set his hand and affixed his seal and delivered these pres-
ents the day and year, first above written. Signed, sealed, and delivered
in presence of us.

J. M. Butler.
J. W. Kelly, C. S. C. C.
Recorded Nov 25th, 1885. J. W. Kelly, C. S. C. C.

Carroll Co. GA Deeds and Mortgages 1884
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Deed of Gift to R. S. Bynum

State of Georgia } This indenture made and entered into this 10th
Randolph County } day of December, in the year of our Lord one thousand
eight hundred and fifty nine, between
Reuben Bynum of the State and county first above mentioned
of the first part and Reuben S. Bartlett of the County of Cam-
pbell and State aforesaid of the other part, Witnesseth, that for and
in consideration of the sum of four hundred Dollars to him the
said Reuben Bynum in hand paid by the said Reuben S.
Bartlett, at and before the signing and delivery of these presents the
receipt is hereby acknowledged with bargain, sold and by these
presents doth bargain, sell and convey unto the said R. S. Bartlett
his heirs and assigns all that tract or parcel of land situated lying
and being in the south district of Carroll County, to-wit: more
distinguished in the plan of said district by the No. 321, three
mirell and twenty one containing two hundred two and a
half acres, more or less, having such shape line marks as do appear
by a plat of the same annexed to the grant, to have and to hold the
said bargain and premises unto the said R. S. Bartlett, his heirs and
assigns in fee simple, and the said Reuben Bynum for himself
his heirs and assigns will warrant and defend the right and title
against themselves and against the claim of all and sundry persons
whatsoever, In testimony whereof the said Reuben Bynum has hereunto
set his hand and affixed his seal the day and year
first above written Signed, sealed and delivered in
presence of Jacob C. Edwards, } Reuben Bynum. 
Silas Grimes, Jr. }
Recorded Nov. 26th 1855. J. M. Kelly, C. S. C. C.

James Bynum to Reuben Bynum

State of Georgia } This indenture made this the twenty-ninth day of
Randolph County } November in the year of our Lord eighteen hundred
and fifty-four between James Bynum of the
County and State aforesaid of the one part and Reuben Bynum of
the same place Witnesseth that the aforesaid James Bynum for and
in consideration of the sum of twenty Dollars to him in hand paid
the receipt whereof is hereby acknowledged with sold unto the said Reu-
bin Bynum his heirs and assigns all my right title and claim in a
certain tract or parcel of land lying in the south district of Car-
roll and known by lot 321 three and twenty one acres of said
district to have and to hold said parcel of land unto him the said
Reuben Bynum his heirs and assigns to him and their own proper
benefit and behoof forever in fee simple and the said James By-
num for himself his heirs will warrant said title or claim pre-
sent our claim in any manner whatsoever. In witness whereof

Indorsement of R. S. Bynum } James Bynum (Seal)
Richard Day, Jr. }
Recorded November the 26th 1855. J. M. Kelly, C. S. C. C.

Reason Bynum to Reuben Bynum

State of Georgia } This indenture made this twenty seventh day of
Randolph County } November in the year of our Lord eighteen hundred
and fifty-four between Reason Bynum of the County
and State aforesaid of the one part and Reuben Bynum of the same place
Witnesseth that the aforesaid Reason Bynum for and in consideration
of the sum of Five Dollars to him in hand paid at and before the sealing
and delivery of these presents in a right money of value acknowledged with
bargain and sold unto the said Reuben Bynum his heirs assigns
all my right title and interest in a certain lot or parcel of land lying in
the County of Carroll and known and distinguished by lot No. 321 three
hundred and twenty one in the south district of said County of
Carroll to have and to hold said parcel of land unto him the said
Reuben Bynum his heirs and assigns to him and their own proper
benefit and behoof forever in fee simple and the said Reason
Bynum for his self his heirs will warrant and defend the said
title and title from our claims as the claim of any other person
whatsoever. In witness whereof the said Reason Bynum has hereunto
set his hand and seal the day and year above written Signed
in presence of Joseph H. Little }
Carroll H. Little, Jr. } Reason Bynum. 
Recorded November the 26th 1855. J. M. Kelly, C. S. C. C.

J. Smith to J. B. Smith

Georgia } This indenture made and entered into
(Carroll County) } this day of Nov. 1855 between J. B. Smith
of the one part and J. B. Smith
Justice or assignee of the second part both of the County and State
aforesaid Witnesseth that the said J. B. Smith a merchant and
trader doing business in Carroll in said County has become
greatly involved and largely indebted to various creditors
to the amount of \$6000 or other large sums a list of said
names and persons creditors a said are hereto attached
as a part of this Deed with their full names added and
the amounts due each as nearly as can be ascertained marked
Exhibit "A". And whereas a large part of said debts are now
due and the creditors are clamorous for their payment, and
whereas some of them are threatening to bring suits against

Simon, } James ^{his} Byrnum (debt)
26th 1855. J. M. Kelly, Secy. 1856.

to Reuben Byrnum.

in indenture made this twenty ninth day of
under in the year of our Lord eighteen hundred
Twenty-four. Between Reuben Byrnum of the county
of Kent, and Reuben Byrnum of the same place
and Reuben Byrnum for and in consideration
is to him in hand paid at and before the sealing
into the receipt whereof is hereby acknowledged that
to the said Reuben Byrnum his heirs assigns
that in a certain Test. in &c. of Court of King's
and Queen's Bench and distinguished by No. 321, three
in the county district of said County of
said said parcel of Land unto him be said
and assigns to him and their own proper
forever in possession, and the said Reuben
his will warrant and perform and the said
his claims or the claims of any other person
claiming same coming at me hand of said
or other matter. Signed

Reuben Byrnum
26th 1855, J. M. Kelly, Secy. 1856.

Reuben Byrnum.

This indenture made and entered into
this day of Nov. 1855 between
Swell of the first part and J. B. Swell
second, of the County and State
that the said J. B. Swell a merchant and
in Carrollton in said County has become
largely indebted to various creditors
to 500 or other large sums, a list of said
creditors and said amounts attached
with this Part Copy addition and
as nearly as can be ascertained marked
whereas a large part of said debts are now
in arrears for their payment, and
are the subject of suits against

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which he will be closed up his business with
what his effects will be put in the hands of strangers, and disposed
of at a great sacrifice, and in such a way as that he will be broken
up and ruined, leaving the great bulk of his debts still unsettled.
And whereas the said J. B. Swell is exceedingly anxious that
his property and effects should be so managed and disposed of, as
to pay the greatest and to his creditors and to bring in the best
and most advantageous condition, from the impossibilities and claims
of his creditors that he will not be able to carry on his own busi-
ness in a way to become able to pay his debts, and fearing
that if he continues to try to carry on his business as heretofore
some of his creditors, whose claims have no more merit than
others of his creditors, have will institute their legal proceedings
against him and thus secure a preference in favor of themselves
to the exclusion of others, and perhaps more numerous
claim their preferences. And whereas the said J. B. Swell is desirous of
all kinds belonging to the said J. B. Swell and not sufficient
in his opinion to cancel all of his outstanding indebtedness, and
whereas he believes from his acquaintance with the nature
of his indebtedness that he is in a position to better understand
the equities in favor of his creditors, and the persons to be
preferred in the payment of his liabilities than any body else,
the said J. B. Swell desires to make a full and an
surrender of all his property of every kind both Real and Personal,
together with his stock of Goods, wares and merchandise, and the
other accounts and other evidences of indebtedness in his power, to
be placed in the hands of a Trustee, or Trustees for the benefit
his creditors, and for the payment of his just debts, and desiring
that no interest or claim of any kind shall be reserved for the
benefit of himself, or kept in Trust for himself by said Trust
but that the same may be taken by said Trustee and applied to
the payment of his liabilities, or used and he in other manner.
Now therefore, in and in consideration of the premises above said, and
for and in consideration of the sum of one dollar to me in hand
paid by the said J. B. Swell, Trustee, and for and in considera-
tion of the fact that I have the almost perfect knowledge of the nature,
integrity, and fidelity of the said J. B. Swell, Trustee, and believing
that he will faithfully perform his duties in the premises, I hereby at-
torn, quit, deliver to the said J. B. Swell as Trustee all the property
both Real and Personal belonging to me of whatever kind or
nature, whether in possession or not, including all the articles of
merchandise of all kinds in my store in Carrollton Ga., con-
sisting in part of Goods, wares, Real Estate, Notes & caps,
clothes and cutting, and every other article or thing of any value what-
soever in said store, or elsewhere belonging to me, together with all
my Books of account, Notes, Mortgages, or Bonds or other evidences
of debt, which are marked to Exhibit **B. C. & D.** hereunto at

and the said J. D. Sewell will be closed up, his business sold and his effects will be put in the hands of strangers, and disposed of at a great sacrifice, and in such a way as that he will be broken up and ruined, leaving the great bulk of his debts still unsettled. And whereas the said J. D. Sewell is exceedingly anxious that his property and effects should be so managed and disposed of, as to pay the greatest and to his creditors and laboring in his present embarrassed condition, from the misfortunes and claims of his creditors that he will not be able to carry on his own business in a way to become able to pay his debts, and fearing that if he continues to try to carry on his business as heretofore some of his creditors whose claims have more merit than others of his creditors have will institute their legal proceedings against him and thus secure a preference in favor of themselves to the exclusion of others, and perhaps more meritorious claims than theirs own. And whereas the said J. D. Sewell is of the opinion that he is in a position to cancel all of his outstanding indebtedness, and whereas he believes from his acquaintance with the nature of his indebtedness that he is in a position to better understand the Equities in favor of his creditors, and the persons to be preferred in the payment of his liabilities than any body else. And whereas the said J. D. Sewell desires to surrender of all his property of every kind, both real and personal, together with his stock of Goods, wares and merchandise, and the notes, accounts, and other evidences of indebtedness in his hands, to be placed in the hands of a Trustee, or Trustees for the benefit of his creditors, and for the payment of his just debts, and desiring that no interest or claims of any kind shall be received for the benefit of himself, or his estate, or his heirs, or himself by said Trust but that the same may be taken by said Trustee and applied to the payment of his liabilities, or secured and herein after named. Now therefore, in and in consideration of the premises aforesaid and for and in consideration of the sum of five dollars to me in hand paid by the said J. D. Sewell Trustee, and for and in consideration of the fact that I have the utmost confidence in the honesty, integrity, and fidelity of the said J. D. Sewell Trustee and laboring that he will faithfully perform his duties in the premises I hereby do convey and deliver to the said J. D. Sewell as Trustee all the property both Real and Personal belonging to me of whatever kind or nature, whether in possession or not, including all the articles of merchandise of all kinds in my store in Carrollton Ga., consisting in part of Goods, Phases, Rents, Hardware, Hats & caps, cloth and cutting, and every other article or thing of any value whatsoever in said store, and wherever belonging to me, together with all my Books of account, Sales, Notes, Bills, or Bonds, or other evidences of debt, which are marked to Exhibits B. C. & D. hereto attached.

And all the right, or any interest therein, by the said J. D. Sewell, or any interest in any other Real Estate, or a Schedule of which is hereto attached marked Exhibit C, which is made and intended as a part and parcel of this deed, all of which aforesaid interest in and to said Real & Personal property, is hereby intended to be included, and conveyed to the said J. D. Sewell Trustee, and should there be any other property owned by me, not herein specifically designated, it is hereby declared to be the true intent and meaning of this deed that said property is to be as fully conveyed and included herein as if it had been specially named, and set forth in the attached schedules or Exhibits, and said Trustee is hereby authorized and empowered to take possession of the same and all other property owned or possessed by me to be applied to the purposes for which said trust is created. It is intended that all the property herein conveyed to the said J. D. Sewell Trustee, shall be and is to be applied to the payment of the debts held by the creditors of the said J. D. Sewell, as all and each of list of which, with the original debt each, as nearly as can be ascertained with their Past Office, is hereto attached marked Exhibit E, which is hereby declared to be a part of this deed. Full power and authority is hereby given to the said J. D. Sewell Trustee, to sell and convey the property herein declared, for the purpose of said Trust, subject to the modifications and preferences hereinafter set forth, and to manage at once or to sell said property, private or public sale, for the benefit of my creditors, or he may sell the same or any part thereof to any of my creditors in payment of their claims or sell if the assets in his hands are sufficient, after paying the preferred creditors herein set forth, or if there are not sufficient assets left in his hands after paying said preferred creditors herein set forth, or if there are not sufficient assets left in his hands after paying said preferred creditors, and the attorney fees, and the commissions and expenses of himself, said Trustee and his Agents and employees in winding up and disposing of my effects, then he is to pay out to the creditors of the said J. D. Sewell not preferred creditors, in whole or in part, as he may see fit in his hands. It is distinctly understood and announced that the said J. D. Sewell Trustee, or Assignee is not to take or receive to himself any benefit from the disposition of the property herein provided for or any financial interest whatever, except such reasonable compensation as he may be entitled to in executing the trust herein created, said allowance not to exceed the sum of five dollars. And it is further intended and so declared, that the said J. D. Sewell intends by this deed to make an assignment of all his property for the benefit of his creditors as provided by law, and should any question arise as to the meaning of the word "Trustee" as applied to the said J. D. Sewell, it shall be construed to mean "Assignee". The Real Estate conveyed under this deed consists of Lot 1, Land Number one hundred & thirty four 134 in the 1st

any interest in any other Real estate
is hereto attached marked Exhibit No. 1 and
intended as a part and parcel of this Deed all of
it in and to said Real & Personal property, in-
cluded, and conveyed to the said J. B. Sewell
there be any other property owned by me, not
designated, it is hereby declared to be the true in-
tention of me, it had been specially named,
attached schedules or Exhibits, and said Trustee
and empowered to take possession of the same
owned or possessed by me to be applied to the
aid Trust is created. It is intended that all
money to the said J. B. Sewell, Trustee shall
be the payment of the debt held by the said
Sewell a full and correct list of same, with
in as nearly as can be ascertained with this
attached marked Exhibit No. 2 which is hereby
J. B. Sewell, Trustee, to sell and convey the
land, or the purpose of said Trust, subject to
conditions, and preferences hereinafter set forth, and
to sell said property private or public sale,
creditors, or to pay, sell the sum or any part
of same in payment of their claims or sell
goods are sufficient, after paying the preferred
creditors, if there are not sufficient assets left in hand
said preferred creditors herein set forth or if
assets left in hand after paying said
the Attorney fees and the commissions and
said Trustee and his agents and employees in
pursuing of my office, then he is to pay out to the
said J. B. Sewell, said and separate, and several amount
of \$1000. It is distinctly understood and announced
that said Trustee, or Assignee is not to take or re-
ceive benefit from the disposition of the property,
any commercial interest whatsoever, except such
as he may be entitled to in executing the
said Deed, not to exceed the sum of
\$1000. It is further intended and so declared, that
nothing by this Deed to make an assignment of
benefit of his creditors as provided by law, and
in case as to the remaining of the word "Trustee"
of J. B. Sewell, it shall be construed to mean
that he conveyed under this deed consists of

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to Exhibit No. 3, which said personal property is hereby conveyed by
this deed as set forth in said Exhibit. Said Lot of Land contains
2.02 1/2 acres, more or less. Has a good framed dwelling house and
out house thereon, with about 1st 0. acres cleared, being of the val-
ue of about \$3000.00. The land is encumbered with a mortgage
deed to Jas. K. O. Sherwood of New York to secure the payment
of \$1000.00 borrowed money, with the interest thereon for four years,
said sum of \$1000.00 will become due on the 1st day of Nov. 1887,
and the annual installments of the interest to wit: \$80.00 per an-
num, will fall due on the 15th day of Nov. of each year, till the
same become due, and said land is mortgaged as well to secure the
payment of the interest which may from time to time accrue to
said Mortgage, as for the payment of said \$1000.00 The land
herein conveyed is sold subject to the lien above named. The
said J. B. Sewell is indebted to the Trustee, M. H. Sewell of Contra-
Costa Co. Cal. in the sum of \$1350.00 for borrowed money, he owes interest
for 2 years, which has been used in keeping up the business, and
paying the debt of said J. B. Sewell, besides the said J. B. Sewell
owes M. H. Sewell of Contra Costa Co. \$1000.00 by note for which the
said M. H. Sewell is security. The said J. B. Sewell, Trustee or assignee
is to execute a Deed of conveyance to the said M. H. Sewell to
the land, subject to the encumbrances thereon, on such
terms, and for such sum as may be agreed on by said Trustee &
the said M. H. Sewell, which sum whosoever agreed on is to be ap-
propriated and applied to the payment of the indebtedness of the
said J. B. Sewell to the said M. H. Sewell and to the payment of
the \$1000.00 note in favor of Gibson, and the Trustee and the
said M. H. Sewell, said to agree as to the land to be paid for said
land, and the estate to be allowed, the land subject to said Mort-
gage encumbrances on a public, regular sale day after being adver-
tised as above, sales for cash, and the money arising on said sale is
to be applied first to the debt due by the said J. B. Sewell to the said
M. H. Sewell, and then to the note on which the said M. H. Sewell
is security, as aforesaid, the overplus, if any, to be paid to other creditors.
After doing as above directed the said J. B. Sewell Trustee, is to purchase
and pay the creditors of the said J. B. Sewell, in the following order to wit:
First To Mrs. A. C. Sewell, wife of the said J. B. Sewell, the sum
of Five hundred thirty seven Dollars & fifty cents This is money which
the said J. B. Sewell borrowed from his wife to use to pay his debts
and to purchase goods. It belonged to her individually, she having
inherited it, and did not get it directly or indirectly from the said
J. B. Sewell. All the Household & Kitchen furniture and other person-
al chattels in the house of the said J. B. Sewell were bought with the
money, and are the separate property of said wife and hence they
are not rendered as assets of the said J. B. Sewell. Second To
J. B. Sewell, or New Kelly, Passer & Co. of Atlanta, Ga. (\$250.00)

such articles now on the place as are necessary
 to Exhibit "which said personal property is hereby conveyed by
 this deed as set forth in said Exhibit. Said Lot of Land contains
 0.02 1/2 acres, more or less. Has a good framed dwelling house and
 out houses thereon, with about 114.0 acres cleared, being of the val-
 ue of about \$3000.00. The land is encumbered with a mortgage
 deed to Jas. H. C. Sherwood of New York to secure the payment
 of \$1000.00 borrowed money, with the interest thereon for four years.
 said sum of \$1000 will become due on the 1st day of Dec. 1867
 and the annual installments of the interest to wit: \$80.00 per an-
 num, will fall due on the 15th day of Nov. of each year till the
 same becomes due, and said land is mortgaged as well to secure the
 payment of the interest which may from time to time accrue to
 said Mortgagee, as for the payment of said \$1000.00 The land
 herein conveyed is sold subject to the lien above named. The
 said J. D. Sewell is indebted to his Father, Mr. S. Sewell of Carroll
 Co. Ga. in the sum of \$1350.00 for borrowed money, beside interest
 for 2 years, which has been used in keeping up the business, and
 paying the debts of said J. D. Sewell, beside the said J. D. Sewell
 owes J. M. Gibson of Terrell Co. Ga. \$1000 by note for which the
 said M. S. Sewell is security. The said J. D. Sewell, Trustee or assign-
 ee is to execute a Deed of Conveyance to the said M. S. Sewell to
 the aforesaid land, subject to the encumbrances herein named, on the
 terms, and for such sum as may be agreed on or is to be ap-
 propriated and applied to the payment of the indebtedness of the
 said J. D. Sewell to the said M. S. Sewell and to the payment of
 the \$1000 note in favor of Gibson, and the Trustee and the
 said M. S. Sewell fail to agree as to the amt to be paid for said
 land, and the credit to be allowed, the land subject to said Mort-
 gage encumbrances on a ship's regular sale day after being adver-
 tised as ship's sales, for cash, and the money arising on said sale is
 to be applied first to the debt due by the said J. D. Sewell to the said
 M. S. Sewell, and then to the note on which the said M. S. Sewell
 is security, as aforesaid, the surplus if any to be paid to his creditors.
 After doing as above directed the said J. D. Sewell Trustee, is to pre-
 pare and pay the creditors of the said J. D. Sewell in the following order to wit:
 First To Mrs. A. C. Sewell, wife of the said J. D. Sewell, the sum
 of Five hundred thirty-seven dollars & fifty cents This is money which
 the said J. D. Sewell borrowed from his wife to use to pay his debt
 and to purchase goods. It belonged to her individually, she having
 inherited it, and did not get it directly or indirectly from the said
 J. D. Sewell. All the Household & Kitchen furniture and other person-
 al chattels in the house of the said J. D. Sewell were bought with the
 money, and are the separate property of said wife and hence they
 are not rendered as assets of the said J. D. Sewell. Second. The said
 J. D. Sewell owes Keller, Passer & Co. of Atlanta Ga. (\$2250.00)

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money realized. The said J. D. Sewell is indebted to the
 firm of Augustus, Bar. Two hundred & ninety nine dollars on a bill
 of exchange. This debt is next in priority. Fourth. The debt due to
 J. S. Kizer & Co. Atlanta, Ga. is \$1160.50 and is to be settled next
 in order. If said Kizer will accept the goods on hand, or a sufficient
 quantity of the same to extinguish their debt to the amount of six
 hundred dollars at the cost prices as they come on the schedule,
 and will take notes and accounts at par to be selected by themselves
 in payment of the bal. due them, then said Trustee is authorized
 and directed to turn the same over to the said Kizer in full satisfaction
 of their claims against the said J. D. Sewell, and to execute such Bill
 of sale or other conveyance as may be necessary to fully invest the title to
 the same in said Kizer. If said M. C. & L. F. Kizer & Co. are willing
 to take the goods on hand at the time the settlement may be had
 with them, in full of their demands, then said Trustee is directed
 to sell and deliver to them, all the said goods then on hand in payment
 of their said claim. (The amount of the goods now on hand being about
 \$1100.) After satisfying the last named claim, said Trustee will pay
 C. G. Haines of Carrollton, Ga. the amount due him from the said
 J. D. Sewell by note & acc't, being about \$205.75. If any thing
 remains in the hands of said Trustee after paying the before named
 claims, and the expenses connected with this assignment, he is
 to pay the same out pro rata to the following general creditors (not
 prepaid) Graylor & Spence, Ga. amt \$465. Shaw, Addler, Atlan-
 ta, Ga. \$15.04. Traeger & Morgan, Atlanta, Ga. \$35.00. Hall,
 Ordway & Mitchell Nashville Tenn. \$363.30. Robinson Bros. & Co. of
 Atlanta, Ga. \$3.35. Benjamin Bros & Co. Atlanta, Ga. \$46.32.
 Hutchins on, Prange, Co. Summing, Ga. \$33.55. W. J. Stewart, Carroll-
 ton, Ga. \$64.00. L. C. Manderville, Carrollton, Ga. \$7.68.

A. H. Wiley, Atlanta, Ga.	\$449.82
James, Emory Heath, Atlanta, Ga.	\$313.08
Geo. C. May, Ga. "	\$87.10
Frank C. Cook "	\$13.30
International Pattery Co. New York	\$50.00
Parsons Bros Atlanta, Ga.	\$17.20
Cook, Gregg & Co. "	\$33.43
Jacob, Bonzack, Va.	\$77.78
John H. P. Smith, Ga.	\$5.31

If any other creditors are hereafter discovered, they are to be put in
 the last class, and be paid in proportion. If after paying all the
 debts of the said J. D. Sewell in full, and all expenses connected therewith,
 there remains in the hands of said Trustee any money or
 effects, the same is to be paid over to the said J. D. Sewell but not
 are otherwise. Nothing herein contained is to be so construed as to