

Georgia

De Kalb County

This Instrument made this thirty first day of May in the year of our Lord one thousand eight hundred and forty four between Saml B. Butler of said County of the one part and the Georgia Rail Road & Banking Company of the other part Witnesseth that the said Saml B. Butler for and in consideration of running this contemplated Rail Road on and along his land as well as in consideration of the sum of one dollar to him in hand paid at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged hath given granted bargain and sold unto the said Georgia Rail Road & Banking Company and their Successors and assigns the Right of Way over which to pass at all times by themselves Directors officers Agents hirings and Servants in any manner they may think proper and particularly for the purpose of running erecting and establishing thereon a Rail Road with the usual and number of tracks pursuant to a Charter of incorporation passed the twenty first day of December eighteen hundred and thirty three and amended at subsequent Sessions of the General Assembly by confining Banking Powers and the privilege of extending the Road from Madison to the Southern terminus of the Union & Atlantic Rail Road And to this end the limit of said Right of Way shall extend in width thirty three yards on each side of the center line of the Road Way of the said Rail Road when completed and to extend in length through the whole tract of land owned and claimed by said Saml B. Butler situated lying and being in said County adjoining lands of Peter F. Hoyle J. P. Wilson & others and running in such direction through said tract of land as the said Georgia Rail Road & Banking Company by their Engineers shall think best suited for the purpose of locating and establishing their works and connecting with said Right of Way the said Company shall have the right to cut down and remove all such trees and underwood and other growth and timber on each side of said Road as would by falling on or shading the same injure the Rails or other parts of said Road together with all and singular the rights liberties & appurtenances to the said strip tract or parcel of land being belonging or in anywise appertaining and more especially the right of way over the same To have and to hold the same unto the said Georgia Rail Road & Banking Company their Successors and assigns to their own proper use benefit & behoof forever in full fee simple upon Condition and it is expressly understood that should that should the said Rail Road contemplated as aforesaid be not located and established on and along said strip tract or parcel of land mentioned in the above and foregoing instrument then said instrument is to be wholly null and void and of no effect And the said Saml B. Butler for himself his heirs and assigns will warrant and defend the title thereto unto the Georgia Rail Road & Banking

Company their Surveys and signs against the claims
of all persons whatsoever. In Witness whereof the said
John B. Butler hath hereunto set his hand and seal
the day and year first above written signed sealed and
delivered in presence of
Joseph Thompson
J. B. Wilson J.P. G. B. Butler Esq.

Recorded 17th June 1844

John Glen Clerk

Georgia

D. Hall County This Indenture made this thirtieth
day of March in the year of our Lord
One Thousand Eight hundred and forty four between Joseph
Pitts of said County of the one part and the Georgia Rail Road
& Banking Company of the other part Witnesseth that the
said Pitts for and in consideration of running their Contin-
ental Rail Road on and along his land as well as in con-
sideration of the sum of one dollar to him in hand paid
at and before the sealing and delivery of these presents the
receipt whereof is hereby acknowledged hath given granted
bargained and sold and by these presents doth give grant
bargain and sell unto the said Georgia Rail Road & Banking
Company their Successors and assigns the Right of way over
which to pass at all times by themselves Directors officers
Agents haulings and servants in any manner they may
think proper and particularly for the purpose of running
erecting and establishing thereon a Rail Road with the neces-
sary number of tracks pursuant to a charter of incorporation
passed the twenty first day of December Eight hundred and
thirty three and amended at subsequent sessions of the General
Assembly by conferring Banking Powers and the privilege of
extending the Road from Madison to the Southern Terminus
of the Western & Atlantic Rail Road and to this end the
limit of said Right of Way shall extend in width thirty
three yards on each side of the Center line of the Road
of the said Rail Road when completed and to extend
in length through the whole tract of land owned and
claimed by said Pitts situated lying and being in said County
adjoining lands of John Wiley & James H. Smith & others
and running in such direction through said tract of land as
the said Georgia Rail Road & Banking Company by their
Engineers shall think best suited for the purpose of locating
and establishing their works and connected with said Right
of way the said Company shall have the right to cut down
and remove all such trees unmanured and other growth
and timber on each side of said Road as would be
falling on or shading the same injure the Rail or other part
of said Road together with all and singular trees and
timber and opportunities to the said thirty three
feet of land being adjoining or in any way appurtenant
more especially the right of way over the same
to have the same used for the purpose of

Georgia DeKalb County

This Indenture made the Twentieth day of February in the year of our Lord One thousand eight hundred and forty five, Between William Johnson of the County of DeKalb and the State aforesaid and County of DeKalb of the One part, and Charles Murphy of the State aforesaid and County of DeKalb of the other part.

Witnesseth that the said William Johnson for and in consideration of the sum of fifty Dollars and Ninety nine Cents 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 do by these presents grant bargain sell and Convey unto the said Charles Murphy his heirs and assigns All that tract or parcel of Land situate lying and being in the County of DeKalb and known and distinguished as the East half of Lot Number Two Hundred and Ninety three in the Eastern District Originally Murray (Now DeKalb County) containing One Hundred and a fourth Acre or less.

And to have and to hold said tract or parcel of Land unto him the said Charles Murphy his heirs and assigns together with all and singular the Rights, Members and appurtenances thereof to the same in any Manner belonging to his and their own proper use benefit and behoof in Fee Simple, and the said William Johnson for himself his heirs Executors and administrators the said bargained Premises unto the said Charles Murphy his heirs and assigns with warrant and Power defend the Right and title thereof against themselves and against the Claims of all other persons whatever.

In Testimony whereof the said William Johnson hath hereunto set his hand and seal the day and Year first above written,

Witnessed Sealed and delivered
In presence of

J. M. Buchanan
J. M. Wilson

Wm Johnson - D

Witnessed the day of Novr 1845

J. H. Glen. Ck

Georgia DeKalb County

This Indenture made and entered into the Twentieth day of July in the Year Eighteen Hundred and forty five Between Green D. Butler of the State and County aforesaid of the One part, and the Georgia Rail Road and Banking Company of the other part.

Witnesseth that the said Green D. Butler for and in consideration of the sum of one Dollar and in hand paid the receipt whereof is hereby acknowledged, has this day granted bargained and sold unto the said Georgia Rail Road and Banking Company

Banking Company a certain lot or parcel of Land lying on the South side of the lot of land on which the town of Decatur is situate, beginning at a point on a new street running from the depot on the Georgia Rail Road in a Northwesterly direction to the off branch street to the corner of said Butler & O'Connell's property, said street, and running along said street to the branch, and then down said branch to a point in a direct line with the street running south from Doctor George H. Hamilton's shop, thence a new South Course to Doctor Peter H. Wyle's land, thence along the line between the lands of said Butler & Wyle an East Course to the line between said Butler & Wyle, and thence along said line a North Course to the beginning. said land being conveyed to the said Company for the purpose of a depot and dwelling for workmen and for no other purpose; and it is expressly stipulated and agreed by and between the Contracting Parties that said Company is not to permit any manufacturing or any other business of that character to be carried on or transacted on said parcel of land, nor is the said Butler to permit the same to be done on his lands adjoining said depot. As above the said new street leading to the same.

I have and to hold the said lot or parcel of land together with all and singular the rights, liberties, and appurtenances thereto except as above expressed, to the said Georgia Rail Road & Banking Company, from us fully, and the said Green B. Butler doth for himself his heirs, executors & administrators the said bargain, sell, convey, and assign to the said Georgia Rail Road & Banking Company present and forever defend against the claims of themselves and against all claims of all other persons, whoever. In Witness whereof the said Green B. Butler hath hereunto set his hand and affixed his seal the day and year first above written, Subscribed before signed,

Signed Sealed & delivered
in presence of

Wm. C. Coffard
R. W. Wason

Witness

G. B. Butler

Witnessed 6th November 1845.

John Glen. Clerk.

Georgia Deed Book

This Indenture made and entered into this 15th day of May in the year of our Lord One thousand eight hundred and forty five between Elias Campbell of the state and county aforesaid of the one part and William H. Embury of the same place of the other part. Witnesseth that the said Elias Campbell in consideration of the sum of Sixteen Hundred Dollars in hand paid by and before the seal was delivered