

40

Execution as aforesaid hath hereunto set their hands and
affix their seals the day and year last above written
Signed Seated and delivered in presence of (in testimony
affixed)

Joseph Pitts
At G. Dean

John H. Wilson Esq.
Jas H. Wilson Esq.

Georgia
D. Kall County Personally appeared before me J. B.
Pitts Joseph Pitts who being duly sworn saith that he
saw John H. Wilson & James H. Wilson each sign seal and
deliver the within and and that he deponent affixed
the same as a witness and saw H. G. Dean do so likewise
Sworn to before me this 3- June 1845-
J. B. Wilson J.P. Joseph Pitts

Recorded June 5th 1845-

John Glen clerk

Georgia
D. Kall County This Indenture made the twenty-second
day of March in the year of our
Lord one thousand eight hundred and forty five between
Henry B. Latimer of the County and State aforesaid of the
one part and Harry Little of same place of the other part
Witnesseth that the said Harry Little hath this day
made and delivered to the said Henry B. Latimer his certain
promissory note subscribed with his hand and bearing
date with this present to which the said Harry Little
hath promised that on or by the twenty fifth day of June
next it being the year eight hundred and forty five that he
would pay the said Henry B. Latimer or bear one hundred
and eighty three dollars for value received

Now for and in consideration of five dollars by the said
Henry B. Latimer to the said Harry Little in hand paid
the receipt whereof is hereby acknowledged as well as for
the better securing the payment of the aforesaid promissory
note the said Harry Little hath granted bargained and
sold and doth by these presents grant bargain and sell
unto the said Henry B. Latimer his heirs and assigns
one house & lot in the town of Decatur lying and
being on Corning two Street known & distinguished in
the plan of said town in the County of DeKalb by
number sixty four and also part of lot number fifty
three it being & lying in said town of Decatur and being
of D. Kall The same being the western part of said lot
adjoining said lot number sixty four supposed to contain
two thirds of said lot and which is now divided
from the east part of said lot number sixty four by
a plank fence running north & south. To have and to
hold said bargain premises to the said Henry B.
Latimer his heirs and assigns to him and their heirs
use benefit and behoof forever and the said
Little his heirs assigns and assigns

bargain premises unto the said Henry B. Latimer will
warrant and forever defend against the claim of
himself and his heirs and against the claim of all
other persons whatever. Provided nevertheless that if
the said Henry Little his heirs Executors & administra-
tors shall and do will and lawfully pay or cause to be
paid unto the said Henry B. Latimer his heirs and
assigns the aforementioned sum of one hundred
and eighty three dollars on the day and time men-
tioned and appointed for the payment thereof in the
said promissory note mentioned with lawful interest
according to the tenor of said note then & from thence
forth as well this present indenture and the right
to the property therein conveyed as the said promissory
note shall cease determine and be void to all intents
and purposes. In testimony whereof the said Henry
Little hath hereunto set his hand and seal the day
and year above written signed sealed & delivered in
the presence of
Geo. Burr Smith
J. B. Wilson J. P.

Henry Little Esq.

Recorded Jan 5 1845

John H. H. H.

Georgia
D. Hall County. This Indenture made this the fourth
day of January in the year eighteen
hundred and forty four between Thomas Harris Sen of
said County of the one part and Handy Harris Sen of
the said Thomas Harris Sen of the same place of the other
part Witnesseth that the said Thomas Harris Sen for and
in consideration of the natural love and affection which
I have and bear to my said son Handy Harris and for
and in consideration of the sum of five dollars cash
in hand paid by the said Handy Harris the receipt whereof
is hereby acknowledged, have given and granted unto by
these presents given and grant unto the said Handy Harris
his heirs and assigns the following tract or parcels of
land situate situate lying and being in the town tenth
17 District of Superiorly Henry now D. Hall County (termed)
that part of Fraction Number two hundred & thirty two
lying in the South east corner of said fraction lying
South of a Ridge that lies between Long Island Creek
and Bee Tree Branch that runs in to the Chalkhatchery
River above said Creek but which now by means of a
fence is made to run into said Creek which part is
separate from the balance of said fraction by a line com-
mencing on said Ridge and running in a Southern direction
to a fence then along said fence in a Southern direc-
tion to the South side of said fraction & which part
herein conveyed is bounded on the East by lot Number
two hundred and two containing twenty five acres and
also do by these presents given and grant unto the
said Handy Harris his heirs and assigns the whole

joined together and singular the rights, monies and appurtenances thereof to the same in any manner belonging to him and their own proper and benefit and behoof in fee simple forever to the said Stephen Spruill for himself his heirs Executors and administrators and the said bargained premises the said Kyles Doyle & Went. their heirs Executors & assigns Warrant and power defend the rights said titles thereof against themselves and against the claims of all other persons whatsoever in witness whereof we have hereunto set our hands and affixed our seals.

Signed Sealed and delivered in presence of us. date as above

David Johnson
W. D. Martin J. J. C.

Thomas Kyles Esq

Geo Doyle Esq

Eduard Kink Esq

+ Recorded the 8th of November 1845. John Glen. Clk.

Georgia DeKalb County David J. Crawford a Minn and House Carpenter by his next friend M. J. Crawford. Claims on reimbursement to the amount of seventyfive Dollars & damages on the House and premises on which it is erected being part of Lot Number 21st in the Town of Mariettaville in said County according to the plan of said Town. said Lot supposed to belong to J. J. Shivers or to Morgan C. Dunn or to belong to them as partners adjoining the Lots of A. B. Horryth and others for the building and furnishing the materials of said House said House being of the following description (to wit) One story high and nine feet between joints eighteen feet wide by twentyfive feet long two doors and three windows. Covered with three foot boards shingle fashion. the doors having battens shutters. Weatherboarding undressed. Floor laid down rough & loose. and said house erected in the inside of the amount of said Claim being seventyfive Dollars and the cost of recovering the same. This 8th day of Nov. 1845.

J. J. Wood atty for
Claimant

+ Recorded 8th of Nov 1845. John Glen Clk. J. C.

Georgia DeKalb County This Indenture made this nineteenth day of September Eighteen hundred and forty five between Henry B. Latimer of this State & County of one part and Daniel Durham of the same place of the other part Witnesseth that the said Henry B. Latimer hath this day made & delivered to the said Daniel his certain promissory note subscribed with his

proper hands and bearing even date with these presents whereby the said Henry B. Latimer hath promised to pay the said Daniel Durham or bearer the sum of two hundred Dollars on or before the nineteenth day of September next in money the date thereof for value received now for and in consideration of the sum of Five Dollars by the said Daniel Durham to the said Henry B. Latimer in hand paid the receipt whereof is hereby acknowledged as well as for the better securing the payment of the aforesaid promissory note the said Henry B. Latimer hath granted bargain and sold and doth by these presents grant bargain and sell unto the said Daniel Durham his heirs and assigns all the tract or parcel of land situate lying and being in the Eighteenth District of originally Henry but now DeKalb County Georgia and distinguished in the part of said district by the number fifty four (except about two and a half acres off of the South East Corner of said lot which is due to the Georgia Rail Road Company) containing two hundred acres or the same more or less To have and to hold the said bargain promises to the said Daniel Durham his heirs and assigns to his and their own proper use benefit and behoof forever and the said Henry B. Latimer for himself his heirs administrators and Executors the said bargain promises unto the said Daniel Durham will warrant and forever defend against the claims of himself and his heirs and against the claims of all other persons whatever. Provided nevertheless that if the said Henry B. Latimer his heirs Executors & Administrators shall and do well and truly pay or cause to be paid unto the said Daniel Durham his heirs and assigns the aforesaid sum of two hundred Dollars on the day and time mentioned and appointed for the payment thereof in said promissory note mentioned with lawful interest for the same according to the tenor of said note then and from thence forth as well this present indenture and the right to the property thereby conveyed as the said promissory note shall cease determine and be void to all intents and purposes in testimony whereof the said Henry B. Latimer hath hereunto set his hand and seal this day and year above written signed sealed and delivered in presence of

H. B. Latimer *Quito*

Wm Johnson
J B Wilson J.P.

Recorded Nov 12 1845

John Shumaker