

thence south the fifteenth hundred and five (1505) feet to the corner
 of the thence west front hundred and seven (1407) feet to the corner
 of the said large white Oak on the east line of said lot
 thence north along the line of the fifteenth hundred and forty feet
 to the corner of the said lot at north west corner of said lot containing
 forty eight four eighths (48 1/2) acres. To have to the
 said said part or parcel of land unto him the said Elbridge
 S. Adams his heirs & assigns together with all and singular the
 rights, liberties and appurtenances thereto in any manner
 belonging to his said then and forever use, benefit and behoof
 forever in fee simple and the said J. Williams & J. P. Grant
 for themselves their heirs Executors and administrators
 the said bargain promises unto the said Elbridge S. Adams
 his heirs and assigns will warrant and ever defend
 the right and title thereof against themselves and against
 the claim of all other persons whatever in testimony
 whereof the said James Williams & Samuel P. Grant
 have hereunto set their hands and seals this day and
 year first above written Signed Sealed and delivered
 in the presence of

James M. Callahan
 Robert Jones J. C.

James Williams Esq.
 Samuel P. Grant Esq.

Recorded February 10th 1845

John G. Clark

Georgia

DeKalb County

This Mortgage duly made February 8th 1845

This Indenture made this Eighteenth day of
 February in the year of our Lord One Thousand eight hundred
 and fourty five between James Orale of the one part
 and James H. Kirkpatrick of the other part Witnesseth
 that the said James Orale hath this day made and
 delivered to the said James H. Kirkpatrick his heirs and
 assigns ratable hereunto with his hand and bearing
 own date with these presents whereby the said James
 Orale hath promised to pay the said James H. Kirkpatrick
 or his heirs Six Dollars and fifty two cents on or before
 the Eightth of February 1846 for value received now for and
 in consideration of the sum of two dollars by the said
 James H. Kirkpatrick to the said James Orale 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 James Orale hath granted bargained and
 sold unto the said James H. Kirkpatrick his heirs and
 assigns all that tract or lot of land whereon I am
 now living being and being in the Eighteenth Dist. of
 the new DeKalb Shewers as lot number forty six to have
 and to hold said bargain promises to the said James H.
 Kirkpatrick his heirs and assigns to his and their proper
 use benefit and behoof forever and the said James Orale
 himself his heirs Executors and assigns will forever warrant
 and defend to the said Kirkpatrick or assigns for ever

Provided nevertheless if the said James O'Neal his heirs
Exors. Shall and lawfully pay or cause to be paid the
above described note (with what other debts he may owe
to said Stockholders then the above Mortgage to be void and
of no effect otherwise to remain in full force and effect
in law as entered my hand and seal (the words there
in written before signed

Wm. H. Simpson
John Glen N.P.

James O'Neal
made

Recorded 13th February 1845 John Glen clerk

Georgia
DeKalb County This Indenture made this 23rd day of December in
the year of our Lord one thousand eight hundred and
forty four Between Elisha P. Bolton of Henry County of the one part
and the Georgia Rail Road & Banking Company of the other part
Witnesseth that the said Elisha P. Bolton for and in consideration of
summing their 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 doth give grant
bargain and sell 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 requi-
site 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 confer-
ring Banking powers and the privilege of extending the road from Madison
to the Southern terminus of the Western & Atlantic Rail Road and to the
end the limit of said right of way shall extend in width thirty three
yards on each side of the Centre 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 Elisha P. Bolton situate lying and being in
DeKalb County adjoining lands of Leonard McCarter Bolton and 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 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 Members and
appurtenances to the said strip tract or parcel of land being belong-
ing or in any wise appertaining and more especially the right of way on the
same to have and to hold the same unto the said Georgia Rail Road & Bank-
ing Company their Successors and assigns to their own proper use and
 behoof forever in fee simple upon condition and it is expressly
understood that should the said Rail Road contemplated herein
be not located and established on and along said tract of land
described in the above indenture