

thereof behove and to hold the said lot or parcels of land and all and  
singular the premises and appurtenances thereto belonging as  
aforesaid and every part thereof unto the said Benjamin Burdett his  
and assigns forever and the said Joel Scaife and his heirs the  
said lot of land and premises aforesaid and every part thereof unto  
the said Benjamin Burdett his heirs and assigns aforesaid and the said  
Joel Scaife and his heirs and no other person or persons shall and  
will warrant and forever defend by these presents In witness  
whereof the said Joel Scaife hath hereunto set his hand and  
seal the day and year first above written sealed and attested in  
the presence of

John Murphy

John Glenn Clerk

Joel Scaife Seal

Recorded January 31<sup>st</sup> 1843

John Glenn Clerk

Georgia This Indenture made this thirty first day of Jan  
eighthundred and forty one in the year of our Lord Eighteen hundred  
and forty one between Robert S Davis of the State and com  
pany aforesaid on the one part and Levi Willard and George  
Williams merchants and copartners in trade under the  
style and firm name of Willard & Williams also of the com  
any and State aforesaid of the other part witnesseth that the said  
Robert S Davis and W M Davis and E C Davis did on the first day  
of January Eighteen hundred and forty one make and delivered to the  
said Willard & Williams their certain promissory note subscribed  
with their hands (written in note promise to pay whereby the  
said Robert S Davis, W M Davis and E C Davis did promise to pay  
the said Willard & Williams or order Five hundred & Seventy five  
dollars and thirty six cents value received one day after date of  
said promissory note (to wit) on the second day of January Eighteen  
hundred and forty one and also that on the twenty second day  
of January Eighteen hundred and forty one the said Robert S Davis  
W M Davis & E C Davis did make and deliver to Harvey  
Kamis their certain promissory note subscribed with their hands  
(written promise to pay if note) whereby the said Robert S Davis W M  
Davis and E C Davis did promise to pay to the said Harvey Kamis  
or bearer Eighty eight dollars and twenty three cents value  
received one day after the date of said note (to wit) the twenty  
third day of January Eighteen hundred and forty one and that  
the said Robert S Davis W M Davis & E C Davis did on the first  
day of January Eighteen hundred and forty two make and deliver  
to the said Willard & Williams their certain promissory note sub  
scribed with their hands whereby the said Robert S Davis W M  
Davis & E C Davis promised to pay said Willard & Williams or  
or Ninety six dollars and twenty five cents value received  
one day after the date thereof (to wit) on the second day of  
January Eighteen hundred and forty two (containing note  
to pay) and also that the said Robert S Davis W M  
Davis did on the above day instant to wit the second  
day of January Eighteen hundred and forty two

make and deliver their promissory note subscribed and  
their hands (written in date of January to pay) whereby one day after the  
date thereof sub steht the said Robert F Davis Mr W Davis & Est Davis  
promised to pay to the said Willard & Williams order or bearer  
fifty eight dollars value received. Also that the said Robert  
F Davis hath this day made and delivered his certain Promissory  
note subscribed with his hand and bearing even date with  
these presents whereby the said Robert F Davis hath promised to  
pay the said Willard & Williams on or before the twenty fifth  
day of December next ensuing the date thereof for value re-  
ceived five dollars More for the better securing the payment  
of the said promissory notes and in consideration of five dollars  
by the said Willard & Williams in hand paid to the said Robert F  
Davis the receipt whereof is hereby acknowledged the receipt whereof  
said Robert F Davis hath granted bargained and sold and doth  
by these presents grant bargain & sell unto the said Levi  
Willard & Frederic A Williams copartners as aforesaid & their  
heirs and assigns all that tract and parcel of land lying and  
being in the eighteenth district of originally Henry but now  
DeKalb County wherein the said Robert F Davis now lives  
known and distinguished as lot No forty six in said eighteenth  
district containing two hundred two & a half acres more  
or less with all the rights members and appurtenances to the  
said lot of land in any wise appertaining or belonging to  
have and to hold the said bargained premises unto the  
said Willard & Williams their heirs and assigns to their own  
proper use benefit and behoof forever & the said Robert F  
Davis for himself his heirs executors and administrators  
the said bargained premises unto the said Willard & Williams  
will warrant and forever defend against all the claim of him-  
self and his heirs and against the claim of all other  
persons whatsoever provided nevertheless that if the said  
Robert F Davis his heirs executors and administrators shall  
and do sue and truly pay or cause to be paid into the said  
Willard & Williams their heirs and assigns the aforementioned  
sum of Money on or before the time mentioned and appointed  
for the payment of the last mentioned note (to wit) on the  
Twenty fifth day of December next ensuing the date thereof  
with lawful interest on all the promissory notes afore-  
mentioned as well as the principal thereof according to  
the tenor of said Notes then and from thenceforth as well this  
present Indenture and the right to the property thereby  
conveyed as the said promissory notes shall each determine  
and be void to all intents and purposes In testimony whereof  
of the said Robert F Davis hath hereunto set his hand and  
affixed his seal the day and year first above written  
Signed sealed and delivered in presence of

Robert F Davis

John Glie A.P.

Alteration of "their certain" on first  
page "hereof" on second page Intestimation "the payment off" and the  
claim "on second page made before signing

(Recorded February 6<sup>th</sup> 1843.) John Glie