

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 throwing
the same injure the rails or other parts of said Road
together with all and singular the Rights, Privileges, Exemptions
and to the said Ship of parcel of land being belonging or
in any wise 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
assigns to them and proper use benefit and behoof forever
in fee Simple upon Condition and it is expressly covenanted
that Should the said Rail Road contemplated as aforesaid
be not located and established on and along said Ship
tract or parcel of land devised in the above foregoing
indenture then said indenture is to be wholly null and void
and of no effect and the said Razin for himself his
heirs and assigns will warrant and defend the title
thereof unto the Georgia Rail Road & Banking Company
their Successors & assigns against the claims of all persons
whatsoever In Witness whereof the said Gibbons B Razin
hath hereunto set his hand and seal the day and year
first above written Signed Sealed and delivered in presence

John W Richardson Gibbons B. Razin (Seal)
E D Sanford

Georgia Before me J M Born a Justice
of the peace in and for the County
of DeKalb personally came and appeared E D Sanford who being
duly sworn deposeth and saith that the within named Gibbons
B Razin executed & delivered the foregoing deed for the
purpose therein mentioned in the presence of J W Richardson
& this deponent both of whom Subscribed the same as
Witnesses on the day of its date this 17th day of June
1844

J M Born J.P. E D Sanford

Recorded June 22- 1844

John Glen clerk

Georgia This Indenture made the fourth day
of July in the year of our Lord one
thousand eight hundred and forty and the sixty fifth
year of the Independence of the United States of America
between Henry Garvin of the County of DeKalb of the
one part and J B George & John Byer of the County of
DeKalb of the other part Witnesseth that the said
Henry Garvin for and in the consideration of the sum
of one hundred & twenty dollars in hand paid by
before the sealing & delivery of these presents the sum of
which is hereby acknowledged hath granted sold conveyed
and confirmed unto the said J B George & John Byer
his heirs and assigns forever all that certain lot or
tract of land being the same & B George & John Byer

All that parcel tract or lot of land situate lying and being
in the Eighteenth (18) District of Gwinnett County near School
County. More and distinguished by lot number one hundred
& twenty (22) being the East half of said lot or tract
of land containing one hundred one and a fourth
acre more or less. We have and to hold the said
bargain premises with all and singular the rights, min-
ors and appurtenances thereof unto the said J. B.
George & John Byers being belonging or in anywise appur-
tening unto the main and remainder herein & hereinafter
unto John & profits thereof to the only proper use benefit
and behoof of them the said J. B. George & John Byers
their heirs Executors administrators and assigns in fee simple
and assigns the said bargain premises unto the said J. B.
George & John Byers their heirs Executors administrators
and assigns against the said Shady Grove his heirs Executors
administrators & assigns and all and every other person or
persons shall & will warrant and forever defend by virtue
of these presents. In Witness whereof the said Shady
Grove hath hereunto set his hand and affixed his seal the
day and year first above written signed sealed & deliv-
ered in presence of
R. H. Brown
J. B. Wilson, J. P.

Shady Grove Sealed

Recorded June 22nd 1844 John Shady Grove

Georgia
Ditall County, Second day of June in the year of
our Lord one thousand eight hundred and forty four
between John Byers of said County of the one part and
the Georgia Rail Road Banking Company of the other
part Witnesseth that the said John Byers 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 the receipt
whereof is hereby acknowledged hath granted bargain
and sold unto the said Georgia Rail Road Banking Com-
pany their successors & assigns the right of way over which
to pass at all times by their said Directors officers agents
servants and servants in in any manner they may think
proper and particularly for the purpose of erecting and establishing
thereon a rail road with the requisite 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 conferring Banking powers and the privilege of extending the
Rail Road from Madison to the Southern terminus of the Western and
North Rail Road and to this day the limit of said right of
way shall extend in width thirty three yards on
the outer line of the Road way of the said Rail