

548

BOND FOR TITLES

I. W. BUTTON

TO J. S. BUTTON

STATE OF GEORGIA, BERRIEN COUNTY.

KNOW ALL MEN BY THESE PRESENTS, That I. W. Button of the county of Berrien, State of Georgia, are held and firmly bound unto J. S. Button of the county of Berrien State of Georgia, his heirs, executors, and administrators, in the just and full sum of Four Thousand and One Hundred Dollars, for the true payment of which I bind myself, my heirs, executors, and administrators, jointly and severally, firmly by these presents.

Sealed with my seal and dated this 23 day of Sept, 1911.

The condition of the above obligation is such, that, whereas, the said obligee hath this day made and delivered to the said obligor one certain promissory note for the sum of Four Thousand Dollars to become due as follows: Jan. 1st, 1912 with 5% from maturity. Now should the said obligee well and truly pay said promissory note, then I, the said Obligor, bind myself to make or cause to be made, to said obligee or his assigns, good and sufficient titles in fee simple to all that tract or parcel of land lying and being in the 9th district of Berrien County and being all that tract or parcel of land lying and being in the said district as follows: 100 acres, more or less, of lot of land #53 commencing at original South east corner running north to an agreed corner, thence west to head of fish pond, thence center of fish pond to dam, thence the run of fish pond branch to the fork of branch, thence north to run of said branch to an agreed corner, thence West along an agreed line to an agreed corner, thence South along an agreed line to an agreed corner on the original line, thence original line east to starting point. Also, 37 acres, more or less of lot of land #86 in the Ninth District of said County, lying in North side of said lot, beginning at North east original corner, running South along original line, South 2-1/2 acres deep to an agreed corner, thence an agreed line West to run of New River, thence up the run of New River to original lot line, thence along original lot line East to starting point. Also 3-1/8 acres in the North West corner of lot #87, beginning at the original north west corner running East along original lot line 1-1/4 acres deep, thence South 2-1/2 acres deep to an agreed corner, thence west to an original line, thence North along original line to starting point; with all the rights, members and appurtenances to said lot of land in any way appertaining and belonging, which if the said I. W. Button should do, then this bond to be null and void; else to remain in full force and virtue.

Tested by in presence of:

R. W. Tygart.

Jos. A. Alexander, N.P. Berrien County.

I. W. Button (L.S.)

RECORDED SEPTEMBER 25th, 1911.

*T. Garner* Clerk.

WARRANTY DEED

C. W. STUART

TO

FAY MAYO.

THIS INDENTURE, made the 6th day of Feby in the year of our Lord One Thousand Nine Hundred and Eleven (1911) between C. W. Stuart of the county of Berrien and State of Georgia of the first part, and Fay Mayo of the county of Berrien and State of Georgia of the second part, WITNESSETH, That the said party of the first part, for and in consideration of the sum of Five Dollars and other consideration in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the further consideration of the recitals herein after set out has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said party of the second part, her heirs and assigns, all the following described property, to-wit: Lot Number Thirteen (13) in Block D in Cambridge addition in and to the Town of Adel in Lot No. 331 in the 9th land district of Berrien County, Georgia, as marked and delineated on the plat of said addition on record in the office of the Recorder of said Berrien County, Georgia.

As a part of the consideration herein, the grantee, for himself, his heirs and assigns, covenants with the grantor, that the said premises, or any part thereof, shall not be leased, sold, granted or devised to any person or persons of African birth or descent, for ninety nine years from the date hereof.

The said parties of the first part dedicate the streets, avenues and alleys in said Addition for public use in so far as such dedication is shown on said map, but reserve the fee therein, together with the right and power to erect, put down and maintain water and sewerage pipes, railway tracks, single or double, to be used for street cars, and poles, wires and fixtures for any application of electricity along, over and under said streets, avenues, and alleys to serve the comfort and convenience of the public.

TO HAVE AND TO HOLD the said above granted and described property, with all and singular the rights, members and appurtenances thereunto appertaining to the only proper use, benefit and behoof of the said party of the second part, her heirs, executors, administrators and assigns, in Fee Simple; and the said party of the first part the said bargained property above described unto the said party of the second part, her heirs, executors, administrators and assigns, and against all and every other person or persons, shall and will, and does hereby, warrant and forever defend, by virtue of these presents.

IN WITNESS WHEREOF, the said party of the first part, has hereunto set his hand and affixed his seal and delivered the same presents the day and year above written.

C. W. Stuart (L.S.)

Signed, sealed and delivered in the presence of us, in the county of Berrien, State of Georgia.  
J. E. Day  
W. M. Tyson, N. P. B. Co. Ga. (SEAL)

RECORDED SEPTEMBER 25th, 1911.