

in office all that tract or parcel of land lying and being situated in the District and State aforesaid, known and described as follows To wit on both sides of Jamison Creek waters of South Peebles, beginning on a White oak on the North Bank of said creek, running N 45 W 58 degs to 102 oak thence S 35 W 18 degs to R. O. thence S 5 W 30 degs 50 E to a Stake on James Costerans back line thence S 15 E 4 degs 50 E to a large Chestnut thence N 6 degs course to a small Red Oak on James Costerans old line thence along the said line S 8 E to a Sweet Gum as conational corner in open country old line, thence along said line to Lascall Barretts corner on a Red Oak thence along said Barretts line to the beginning corner containing one hundred acres more or less.

Together with all and singular the rights, Members  
and Dwellments and appurtenances to the said premises, belonging  
to or in any wise incident or appertaining.

To have and to hold all and singular the said  
premises with the said Jones or his successors in office given  
and I the said James B Sherman do hereby bind myself my  
heirs executors and administrators to warrant and forever defend all  
and singular as the said premises unto the said Jones and successors in  
office him and against my heirs executors and administrators to warrant  
and forever and always and all others lawfully claiming or to claim the  
same or any part thereof forever aforesaid always notwithstanding and it is the true  
intent and meaning of the parties to these presents that if I the said James  
B Sherman do and shall well and truly pay or cause to be paid unto the said  
Jones or his successors in office the said debt or sum of money aforesaid  
with the interest thereon (if any shall be due) according to the true intent and  
meaning of the said bond and condition then underwritten then this bond  
of Bargain and sale shall cease, determine and be utterly null and  
void otherwise it shall remain in full force and virtue And it is agreed  
by and between the said parties that the said James B Sherman is to hold  
and enjoy the said premises until default of payment shall be made.

Witness my hand and seal the fifth day of June in the  
year of our Lord one thousand eight hundred and fifty five and in  
the 79<sup>th</sup> year of the Sovereignty and Independence of the United  
States of America

Signed Sealed and Delivered }      J B Sherman   
in the presence of I B Hill, Abra. Batson }

For the Plaintiff personally appeared before me James B  
Gwinnett District Hill and made oath that he saw James  
B Sherman sign seal and deliver the within Mortgage for the  
uses and purposes therein mentioned and that Abram Batson was  
with himself witness to the same

Sum to before me this 2<sup>d</sup> day  
August 1855      Qd 100 the coppying by

J B Hill

Recorded for the 25 June 1855.      City Record to