

CVENTH COUNTY

THIS INDEED made the twenty-ninth day of November in the year one thousand nine hundred and twelve between Samuel W. Platshuk of the County and State aforesaid, party of the first part and John W. Mann of the County and State aforesaid, party of the second part witnesseth:

That the said Samuel W. Platshuk for and in consideration of the sum of eight hundred and fifty Dollars (\$850.00) to him in hand paid by the said John W. Mann at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the said John W. Mann his heirs and assigns, ALL that certain lot or parcel of land situate, lying and being in the City of Savannah, County of Chatham and State of Georgia, and known on the map of said City as lot number seventy-nine (79) Owens Ward, said lot having a southern frontage of thirty (30) feet and five (5) inches on Thirty-sixth street and a rectangular depth northwardly to a lane, and bounded on the north by said lane, and on the east by lot number seventy-eight (78) said Ward, on the south by Thirty-sixth street and on the west by lot number eighty (80) said Ward ~~xxxxxxxxxx~~

and said lot number seventy-nine (79) above described and hereby conveyed having been conveyed to the said Samuel K. Platschek by James H. Daggett and Walter C. Daggett by deed dated February 7, 1912, recorded in the office of the Clerk of the Superior Court of Seal County Book 10 U's Folio 170. Together with all and singular the houses, yards, gardens, easements, hereditaments rights, members and appurtenances to the same belonging or in anywise appertaining, to have and to hold the said lot number seventy-nine (79) Owners Ward with the hereditaments and appurtenances unto the said John W. Mains, his heirs and assigns, forever in fee simple. And the said Samuel K. Platschek for himself and his heirs the said property above described with the hereditaments and appurtenances unto the said John W. Mains his heirs and assigns, against himself the said Samuel K. Platschek and his heirs and against the claims of all persons whomsoever at all and will warrant forever defend by these presents.

In witness whereof the said Samuel K. Platschek has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered
in presence of:

Samuel K. Platschek (L.S.)

James M. Rogers
C.P. Rogers Notary Public, Chattooga County, Georgia.

Received for record Juv. 22nd, 1912.

Recorded Juv. 30th, 1912.

STATE OF GEORGIA

CHATTOGA COUNTY

THIS INDENTURE made the twenty-ninth day of November in the year of our Lord one thousand nine hundred and twelve between John W. Mains, party of the first part and Cora S. Cassels, party of the second part, Witnesseth:

That the said John W. Mains for and in consideration of the sum of six hundred dollars (\$600.00) to him herein paid by the said Cora S. Cassels at or before the sealing and delivery of these presents the receipt whereof is hereby acknowledged has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the said Cora S. Cassels her heirs and assigns ALL that certain lot or parcel of land situated in the City of Savannah County of Chattooga State of Georgia and known on the map of said City as lot number seventy-nine (79) Owners Ward, having a southern frontage of thirty (30) feet five (5) inches on Thirty-sixth street and a back angular depth northwardly to a lane, and bounded on the north by said lane on the east by lot number seventy-eight (78) and said lane on the south by Thirty-sixth street and on the west by lot number eighty (80) said Ward said lot hereby conveyed having been conveyed to said John W. Mains by S.K. Platschek by deed dated evenly herewith.

Together with all and singular the houses, yards, gardens, easements, hereditaments, rights, members and appurtenances thereto belonging or in anywise appertaining. To have and to hold the said property above described with the hereditaments and appurtenances unto the said Cora S. Cassels her heirs and assigns, forever. And the said party of the first part does hereby covenant to pay all taxes, dues assessments and water rates that may be levied or charged on said land by State law or municipal ordinance or order or decree of any court, and to repay to

said Party of the second part all such sums as she may be required to pay on default in the payment of the same by said party of the first part this deed being executed or to secure to said party of the second part the payment of the above amounts when paid by her on default of said party of the first part as well as the payment of the said debt, due by said party of the first part to said party of the second part evidenced by the notes of said party of the first part bearing even date herewith and payable to the order of the said party of the second part as follows: to wit One note for the sum of six hundred dollars (\$600.00) due three (3) years after date and twelve (12) interest notes each for the sum of ten and 50/100 Dollars (\$10.50) and due quarterly.

And the said party of the first part agrees that if default be made in the payment of any one of said Notes when the same shall become due or of any insurance premium or any other charge against said property or if any lien, general or specific, or for taxes or rates be obtained against said property the said party of the second part shall be at liberty to hold all of said Notes matured payable and enforceable immediately. And the said party of the first part does further covenant and agree that should said party of the second part after default by said party of the first part proceed to enforce the payment of any sum that may be secured by this deed by placing the same in the hands of an attorney for collection said party of the second part shall be entitled to recover as a part of the debt hereby secured ten per cent of the indebtedness as a attorney's fees.

And the said party of the first part further covenants and agrees that for and in consideration of the loan of the said sum of money to him by the said party of the second part he irrevocably appoints and constitutes the said party of the second part her heirs and assigns, Attorney in fact for him the said party of the first part and in his name, place and stead upon default in the payment of said principal or interest at any time when the same shall be due, or upon breach by the said party of the first part of any of the covenants in this deed to nominate and constitute a Trustee to sell said property at public outcry in the usual manner of Trustees' sales without order of any Court, and to convey the same and the equity of the said party of the first part therein and the said party of the first part agrees that the said Trustee shall receive for such services ten percent of the proceeds of said sale or if all amounts secured by this deed are paid to said Trustee before said sale be made, the said Trustee shall receive for his services ten per cent of the principal amount secured by this deed which commission it is agreed by said party of the first part is proper and reasonable. It is covenanted and agreed that the purchaser at said sale shall be given immediate peaceable possession of said property and on failure of such purchaser to obtain such possession he shall have all the rights and remedies against anyone in possession as are given by law against a tenant holding over. The said Trustee shall have the right to employ an auctioneer to make said sale and such auctioneer shall bear all the usual auctioneer's commissions from the proceeds of said sale. And the said John W. Mains for himself and his heirs the said property above described and premises unto the said Clara S. Bassels her heirs and assigns and against the said John W. Mains and his heirs and assigns and every other person whatsoever shall and will warrant and ever defend by these presents.

I GIVE THIS WRITING the said John W. Mains has hereunto set his hand and seal the day and year
first above written.

Signed, sealed and delivered
in presence of us:

James H. Rogers
C.P. Rogers Notary Public - Chattooga County, Georgia.

Received for record Nov. 29th, 1912.

John W. Mains (seal).

Recorded Nov. 30th, 1912.