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Dr. William Perry Andrews, 1823 – 1903

Andrews Family

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1879

### Deed - 1879, November 20

Unknown

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State of North Carolina }  
County of Cleveland }

Know all men by these presents that we W. P. Andrews & W. J. J. Miller both of the County & State aforesaid are held & firmly bound unto A. J. Beam, of said County & State, in the sum of One Thousand (\$1000.00) Dollars, for the payment of which well & truly we made & are in hereby bind ourselves our heirs executors & administrators, jointly & severally, firmly by these presents -

The condition of the above obligation is such that whereas G. W. Sidney as administrator with the will annexed of M. W. Beam died on the 24<sup>th</sup> December 1878 filed his petition before the Court of Superior Court for said County of Cleveland praying license to sell certain lands in said petition fully described, belonging to said M. W. Beam died. to make assets for payment of debts; And whereas said obligor A. J. Beam, being made a party to said proceeding, filed an answer setting up a valid claim to the surplus of the proceeds of the sale of said land after payment of the debts of said estate; And whereas the above obligors W. P. Andrews & W. J. J. Miller, being creditors of A. R. Beam sole devisee of said last will & testament of said M. W. Beam died,

by permission of the Court made themselves parties in said cause & file answers seeking to get payment of their debts out of his interest in said estate as directed; And whereas by virtue of an order of sale made in said cause, said J. W. Sidney, as administrator as aforesaid, sold the said land in said petition described according to said order of sale in Shelby on the 3<sup>rd</sup> February 1879 when & where said W. P. Andrews became the purchaser thereof at the sum of Eleven hundred & seventy-one & <sup>25</sup>/<sub>100</sub> Dollars & complied fully with the terms of said bid; And whereas upon due report of said sale being made, the said sale was by Decree of said Court made in said cause & dated the 19<sup>th</sup> March 1879 duly & in all things confirmed & said administrator ordered to make title in fee for said lands to said W. P. Andrews upon the payment of the purchase money aforesaid & interest according to the terms of his note given for the same & at its maturity viz: the 3<sup>rd</sup> day of <sup>December</sup> ~~December~~ 1879; And whereas said W. P. Andrews has assigned a one-half interest in his said bid & purchase to said W. J. J. Miller; And whereas the said A. J. Beam has intended & assigned to said W. P. Andrews & W. J. J. Miller his interest in & right to the proceeds of said sale & with drawn his said answer in said cause in consideration that said W. P. Andrews & W. J. J.

Miller will execute & deliver to her a good & sufficient deed in fee simple for the tract of land hereinafter described being a portion of said land so purchased by said Andrews as aforesaid immediately upon their receiving a deed for the same from said administrator & upon payment of said note for the purchase money which they hereby agree shall be fully paid off at its maturity - reference is hereby made to the pleadings, decrees, &c. in said cause for further particulars & descriptions -

Now, therefore, if the said W. P. Andrews & W. J. J. Miller shall faithfully pay off & discharge said note given by said Andrews for said land at the maturity of the same, & obtain a good & sufficient deed in fee simple for said land, shall then execute & deliver to said A. J. Beane a good & sufficient deed in fee simple, free from incumbrances, for that portion of said land described & bounded as follows, viz: - Beginning at a stone pile thence E. 26 poles to a Pinethinck 839 poles to pointers near a spring - Thence S 74 E 9 1/2 poles to a stone pile - thence S. 15 E 10 poles to a Black Run - thence E. 102 poles to a Post Oak - thence N 125 poles to a stone pile in the old line thence a new line W. 143 poles to a stone - thence S 72 poles to the Beginning - containing by estimation 100 acm more or less -

them & in that event the above obligation shall  
be void & of no effect otherwise it shall be  
& remain in full force & virtue -

It is hereby further expressly stipulated that  
said A. J. Beaman shall take immediate  
possession of said land & hold the same, re-  
ceiving the rents & profits thereof for his own use  
& not being accountable for them or any part of  
them to any one; & further that said Andrews  
& Miller hereby for the consideration of said  
moneys & for give to said A. J. Beaman & A. R.  
Beaman all claims of every description &  
amount for rent of land heretofore accrued  
& that may hereafter become due - this for all  
of the said M. R. Beaman land - except for 1879.  
In testimony whereof the said W. P. Andrews  
& W. J. J. Miller have each hereunto set their  
hands & affixed their seals this the 20 day  
of November 1879.

W. P. Andrews (Seal)  
W. J. J. Miller (Seal).

Witness  
J. H. Cook