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Dr. William Perry Andrews, 1823 – 1903

Andrews Family

1879

Deed - 1979 - November 2

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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 the County & State aforesaid, in the sum of Five hundred (\$500.⁰⁰) Dollars for the payment of which we & truly to be made & done in such of us hereby bind ourselves, jointly & severally, firmly by these presents -

The condition of the above obligation is such that whereas according to the stipulations & agreements duly set forth in a certain bond for title executed by said W. P. Andrews & W. J. J. Miller to said A. J. Beam, bearing even date with these presents, duly registered in the Office of the Register of Deeds for Cleveland County, to which reference is hereby made for full particulars, which is made a part of these presents, all the matters in controversy between the said parties to these presents in the suit now pending in the Superior Court of said County being the petition of G. W. Sidney as administrator with the will annexed of M. W. Beam decd. to sell land to make assets have been compromised & settled as therein therein stated; And whereas we R. R. Darwin of York

County South Carolina claims that the estate of said M. W. Beam died, is indebted therein in the sum of about One hundred & seventy-five Dollars; And whereas under the terms of said compromise of said suit, said Andrews & Miller receive all the proceeds of said estate after payment of its indebtedness, & costs of administration -

Now, then for, if the estate of said M. W. Beam died, is released from the payment of the said R. R. Darwin debt, through the agency of said A. J. Beam, or by any other means, or by said Darwin failing to establish said debt, or otherwise, & said estate finally settled without having to pay the sum, and then the said W. P. Andrews & W. J. J. Miller shall execute & deliver to said A. J. Beam a good & sufficient deed in fee simple free from incumbrances with the proper covenants for the following described tract & parcel of land lying in said County of Cleveland & bounded as follows, viz: - Beginning at a stone in the old line a corner of the 100 acre tract - thence N. 28 poles to a stone - thence W. 443 poles to a stone - thence S. 28 poles to a stone - thence East 143 poles to the Beginning containing by estimation 25 acres more or less. The same being a portion of said M. W. Beam land, sold as aforesaid - - then

And that with the above obligation & covenants
thereof shall be void & of no effect, other-
wise it shall be & remain in full force
& virtue - But if said estate has & pay
said Darwin debt, then said obligation
shall be void upon said payment, & said
Andrews & Miller be released & released from
conveying said land to said A. J. Beam -

In testimony whereof said W. P. Andrews &
W. J. J. Miller have each hereunto set their
hands & affixed their seals this the 20th
day of November 1899.

W. P. Andrews (Seal)

W. J. J. Miller (Seal)

Test:
J. C. Hebl