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CA/003/02/019 1978.32.0163 – 1978.32.0168

Merrill Papers, Documents

1978.32.0163-1978.32.0168

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Standard Fire Insurance Policy of the States of
New York, Pennsylvania, New Jersey, Connecticut, Rhode
Island, North Carolina, North Dakota, and South Dakota.

EXPIRES *Dec 30 1901*

PROPERTY *Dwelling*

AMOUNT \$ *600.⁰⁰* PREMIUM \$ *9.⁰⁰*

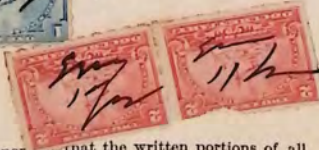
Est Joshua Corroll.

No. *2508*

THE
PHOENIX
INSURANCE COMPANY
OF
HARTFORD, CONN.



AL, \$2,000,000.00



It is important that the written portions of all
policies covering the same property read exactly alike.
If they do not they should be made uniform at once.

Officers.

D. W. C. SKILTON,
PRESIDENT.

J. H. MITCHELL,
VICE-PRESIDENT.

EDW. MILLIGAN,
SECRETARY.

JOHN B. KNOX,
ASS'T SECRETARY.

1978.12.01.63

Assignment of Interest by Insured.

The interest of Est of Joshua Canall as owner of property covered by this Policy is hereby assigned to George A Canall subject to the consent of THE PHENIX INSURANCE COMPANY.

Dated Apr 4 1901

Est of Joshua Canall
(Signature of the Insured)
Geo A Canall

NOTE.—To secure Mortgagees, if desired, the Policy should be made payable on its face to such Mortgagee, as follows: Loss, if any, payable to *John Doe*, Mortgagee.

Consent by Company to Assignment of Interest.

THE PHENIX INSURANCE COMPANY hereby consents that the interest of the Est of Joshua Canall as owner of the property covered by this Policy be assigned to George A Canall

Dated Apr 4 1901

[Signature]
(Signature for Company.)

Cancellation Receipt.

\$ _____

Agency at _____ 190

In Consideration of _____ Dollars, Return Premium, the Receipt of which is hereby acknowledged, this Policy is canceled and surrendered to THE PHENIX INSURANCE COMPANY.

Premium Paid, \$ _____
Premium Earned, \$ _____
Premium Returned, \$ _____

Assured.

No 2508

STOCK COMPANY.
CAPITAL, \$2,000,000.00
Incorporated May, 1854.

\$600.00

PHOENIX INSURANCE COMPANY

OF HARTFORD, CONNECTICUT.

In Consideration of the Stipulations herein named and of Five % Dollars Premium
Does Insure Est of Joshua Carroll for the term of one year
from the twentieth day of December 1920, at noon, to the twentieth day of December 1921, at noon,
against all direct loss or damage by fire, except as hereinafter provided,
To an amount not exceeding Five hundred % Dollars,
to the following described property while located and contained as described herein, and not elsewhere, to wit:

- (Three-Fourths Value Clause.)
- \$ 600 On 4 1/2 Story Roof from Building and Additions, including Foundations, Plumbing, Steam, Gas and Water Pipes, and Fixtures, and Heating Apparatus, while occupied as a Dwelling.
 - \$ On Household Furniture, useful and ornamental, Sewing Machines, Plate and Plated Ware, Musical Instruments, Printed Books and Music, Paintings, Pictures and their Frames (at not to exceed cost), Chandeliers, Gas Fixtures, Firearms, Bicycles, Tricycles, Velocipedes, Wearing Apparel of self and family, Jewelry in use, Trunks, Traveling Apparatus, Fuel and Family Stores, and all Articles generally used in Housekeeping, while contained in above-described Building.
 - \$ On Building, with Roof, including Sheds and Additions connected therewith, Poutions and Fixtures, while occupied as a private Barn.
 - \$ On Horses, not to exceed \$ on each, while contained in said Barn.
 - \$ On Carriages, Sleighs, Harness, Carriage and Horse Equipments, Hay, Grain, Produce, Farm and Garden Tools while contained in said Barn.
 - \$ On all situate about one mile south of Thomasville in Thomas Co Ga
- Less, if any on Buildings, payable to as mortgage interest may appear.



REPORT OF ENDORSEMENT,

Agency No. _____ Made on Policy No. 2508 Renewal No. _____
THOMASVILLE, GA. Agency, _____

ENDORSEMENT. on the 4 day of April 1920

PHENIX Name of Insured, Sparg A Smith
Insurance Co., Copy of Endorsement, which is entered on Register:
of Loss of any payable to Mrs
Hartford, Conn. Cathie A W Intyae as her
REPORT OF which may appear
Endorsement, Transfer, Permit, Re- Extra Premium, \$ _____
duction, or Entry of any kind on Policy, to be forwarded to Home Office on the day made.

LIGHTNING CLAUSE.
This Policy shall cover any direct loss or damage caused by Lightning (meaning thereby the commonly accepted use of the term Lightning, and in no case to include loss or damage by cyclones, tornado, or wind-storm), not exceeding the sum insured, nor the interest of the insured in the property, and subject in all other respects to the terms and conditions of this Policy. Provided, however, if there shall be any other insurance on said property this Company shall be liable only *pro rata* with such other insurance for any direct loss by Lightning, whether such other insurance be against direct loss by Lightning or not.

THREE-FOURTHS VALUE CLAUSE.
It is understood and agreed to be a condition of this insurance, that in the event of loss or damage by fire to the property insured under this Policy, this Company shall not be liable for an amount greater than three-fourths of the actual cash value of each item of property insured by this Policy (not exceeding the amount insured on each such item) at the time immediately preceding such loss or damage; and in the event of additional insurance—if any is permitted hereon—then this Company shall be liable for its proportion only of three-fourths such cash value of each item insured at the time of the fire, not exceeding the amount insured on each such item.

KEROSENE OIL STOVE PERMIT.
Permission is hereby given to use ONE KEROSENE OIL STOVE in the Dwelling within described, provided that the Kerosene shall be not less than United States Standard of 110 degrees, and that the Stove Reservoir be filled by daylight only, and never while the stove is lighted, or near fire or lights.

Note.—The use of Gasoline, or any fluid other than Kerosene, is positively prohibited.

Attached to and forming part of Policy No. 2508 PHOENIX INSURANCE CO., OF HARTFORD, CONN.

21 Interest, title, or possession
22 process or judgment or by voluntary act of
23 gas or vapor be generated in the building
24 manufacture to the contrary notwithstanding there be kept, used, or stored in quantity, naphtha, nitro-glycerine
25 dynamite, ether, fireworks, gasoline, greek fire, gunpowder exceeding twenty-five pounds in quantity, naphtha, nitro-glycerine
26 or other explosives, phosphorus, or petroleum or any of its products of greater inflammability than kerosene oil of the United
27 States standard, (which last may be used for lights and kept for sale according to law but in quantities not exceeding five barrels,
28 provided it be drawn and lamps filled by daylight or at a distance not less than ten feet from artificial light); or if a building
29 herein described, whether intended for occupancy by owner or tenant, be or become vacant or unoccupied and so remain for
30 ten days.
31 This company shall not be liable for loss caused directly or indirectly by invasion, insurrection, riot, civil war or commo-
32 tion, or military or usurped power, or by order of any civil authority; or by theft; or by neglect of the insured to use all rea-
33 sonable means to save and preserve the property at and after a fire or when the property is endangered by fire in neighboring
34 premises; or (unless fire ensues, and, in that event, for the damage by fire only) by explosion of any kind, or by
35 liability for direct damage by lightning may be assumed, by specific agreement hereon.
36 If a building or any part thereof fall, except as the reins
37 shall immediately cease.

It shall be optional, however, with this company to take all, or any part, of the articles at such ascertained or appraised value, on giving notice, within thirty days after the receipt of the proof herein required, of its intention so to do; but there can be

If property covered by this policy is so endangered by fire as to require removal to a place of safety, and is so removed, that part of this policy in excess of its proportion of any loss and of the value of property remaining in the original location, shall, for the ensuing five days only, cover the property so removed in the new location; and, if removed to more than one location, such excess of this policy shall cover therein for such five days in the proportion that the value in any one such new location bears to the value in all such new locations; but this company shall not, in any case of removal, whether to one or more locations, be liable beyond the proportion that the amount hereby insured shall bear to the total insurance on the whole property at the time of fire, whether the same cover in new location or not.

If fire occur the insured shall give immediate notice of any loss thereby in writing to this company, protect the property from further damage, forthwith separate the damaged and undamaged personal property, put it in the best possible order, make a complete inventory of the same, stating the quantity and cost of each article and the amount claimed thereon; and, within sixty days after the fire, unless such time is extended in writing by this company, shall render a statement to this company, signed and sworn to by said insured, stating the knowledge and belief of the insured as to the time and origin of the fire; the interest of the insured and of all others in the property; the cash value of each item thereof and the amount of loss thereon; all incumbrances thereon; all other insurance, whether valid or not, covering any of said property; and a copy of all the descriptions and schedules in all policies; any changes in the title, use, occupation, location, possession, or exposure of said property since the issuing of this policy; by whom and for what purpose any building hereto described and the several parts thereof were occupied at the time of fire; and shall also, if required, furnish a certificate of the magistrate or notary public (not interested in the claim as a creditor or otherwise, nor related to the insured) living nearest the place of fire, stating that he has examined the circumstances and believes the insured has honestly sustained loss to the amount that such magistrate or notary public shall certify.

The insured, as often as required, shall exhibit to any person designated by this company all that remains of any property herein described, and submit to examinations under oath by any person named by this company, and subscribe the same; and, as often as required, shall produce for examination all books of account, bills, invoices, and other vouchers, or certified copies thereof if originals be lost, at such reasonable place as may be designated by this company or its representative, and shall permit extracts and copies thereof to be made.

In the event of disagreement as to the amount of loss the same shall, as above provided, be ascertained by two competent persons, who shall first select a competent

600 On the 1st Story Roof Frame Building and Additions, including Foundations, Plumbing, Steam, Gas and Water Pipes, and Fixtures, and Heating Apparatus, while occupied as a Dwelling.

On Household Furniture, useful and ornamental, Sewing Machines, Plate and Plated Ware, Musical Instruments, Printed Books and Music, Paintings, Pictures and their Frames (at not to exceed cost), Chandeliers, Gas Fixtures, Firearms, Bicycles, Tricycles, Velocipedes, Wearing Apparel of self and family, Jewelry in use, Trunks, Traveling Apparatus, Fuel and Family Stores, and all Articles generally used in Housekeeping, while contained in above-described Building.

On Building, with Roof, including Sheds and Additions connected therewith, I tions and Fixtures, while occupied as a private Barn.

Dated Dec 20 1900 and Horse Equipments, Hay, Grain, Produce, Farm and Garden

Note.—Agents will sign and attach one each to Policy, Daily Report, and Register.



Agency No. ENDORSEMENT.

REPORT OF ENDORSEMENT,

Made on Policy No. 1508 General No. THOMASVILLE, GA. Agency 1000 on the 4 day of Dec 1900 Name of Insured, James A. ... of Endorsement

1 This company shall not be liable beyond the actual cash value of the property at the time any loss or damage occurs, and the loss or damage shall be ascertained or estimated according to such actual cash value, with proper deduction for 2 depreciation however caused, and shall in no event exceed what it would then cost the insured to repair or replace the same with material of like kind and quality; said ascertainment or estimate shall be made by the insured and this company, or, if 3 they differ, then by appraisers, as hereinafter provided; and, the amount of loss or damage having been thus determined, the sum for which this company is liable pursuant to this policy shall be payable sixty days after due notice, ascertainment, 4 estimate, and satisfactory proof of the loss have been received by this company in accordance with the terms of this policy. It shall be optional, however, with this company to take all, or any part, of the articles at such ascertained or appraised value, 5 and also to repair, rebuild, or replace the property lost or damaged with other of like kind and quality within a reasonable time on giving notice, within thirty days after the receipt of the proof herein required, of its intention so to do; but there can be 6 no abandonment to this company of the property described.

7 This entire policy shall be void if the insured has concealed or misrepresented, in writing or otherwise, any material 8 fact or circumstance concerning this insurance or the subject thereof; or if the interest of the insured in the property be not 9 truly stated herein; or in case of any fraud or false swearing by the insured touching any matter relating to this insurance or 10 the subject thereof, whether before or after a loss.

11 This entire policy, unless otherwise provided by agreement indorsed hereon or added hereto, shall be void if the in- 12 sured now has or shall hereafter make or procure any other contract of insurance, whether valid or not, on property covered 13 in whole or in part by this policy; or if the subject of insurance be a manufacturing establishment and it be operated in whole 14 or in part at night later than 10 o'clock, or if it cease to be operated for more than ten consecutive days; or if the hazard be 15 increased by any means within the control or knowledge of the insured; or if mechanics be employed in building, altering, or 16 repairing the within described premises for more than fifteen days at any one time; or if the interest of the insured be other 17 than unconditional and sole ownership; or if the subject of insurance be a building on ground not owned by the insured, in 18 fee-simple; or if the subject of insurance be personal property and be or become incumbered by a chattel mortgage; or if, with 19 the knowledge of the insured, foreclosure proceedings be commenced or notice given of sale of any property covered by this 20 policy by virtue of any mortgage or trust deed; or if any change, other than by the death of an insured, take place in the 21 interest, title, or possession of the subject of insurance (except change of occupants without increase of hazard) whether by legal 22 process or judgment or by voluntary act of the insured, or otherwise; or if this policy be assigned before a loss; or if illuminating 23 gas or vapor be generated in the described building (or adjacent thereto) for use therein; or if any usage or custom of trade or 24 manufacture to the contrary notwithstanding there be kept, used, or allowed on the above described premises, benzine, benzole, 25 dynamite, ether, fireworks, gasoline, Greek fire, gunpowder exceeding twenty-five pounds in quantity, naphtha, nitro-glycerine 26 or other explosives, phosphorus, or petroleum or any of its products of greater inflammability than kerosene oil of the United 27 States standard, (which last may be used for lights and kept for sale according to law but in quantities not exceeding five barrels, 28 provided it be drawn and lamps filled by daylight or at a distance not less than ten feet from artificial light); or if a building 29 herein described, whether intended for occupancy by owner or tenant, be or become vacant or unoccupied and so remain for 30 ten days.

31 This company shall not be liable for loss caused directly or indirectly by invasion, insurrection, riot, civil war or commo- 32 tion, or military or usurped power, or by order of any civil authority; or by theft; or by neglect of the insured to use all rea- 33 sonable means to save and preserve the property at and after a fire or when the property is endangered by fire in neighboring 34 premises; or (unless fire ensues, and, in that event, for the damage by fire only) by explosion of any kind, or lightning; but 35 liability for direct damage by lightning may be assumed by specific agreement hereon.

36 If a building or any part thereof fall, except as the result of fire, all insurance by this policy on such building or its contents 37 shall immediately cease.

38 This company shall not be liable for loss to accounts, bills, currency, deeds, evidences of debt, money, notes, or securities; 39 nor, unless liability is specifically assumed hereon, for loss to awnings, bullion, casts, curiosities, drawings, dies, implements, 40 jewels, manuscripts, medals, models, patterns, pictures, scientific apparatus, signs, store or office furniture or fixtures, sculpture, 41 tools, or property held on storage or for repairs; nor, beyond the actual value destroyed by fire, for loss occasioned by ordinance 42 or law regulating construction or repair of buildings, or by interruption of business, manufacturing processes, or otherwise; nor 43 for any greater proportion of the value of plate glass, frescoes, and decorations than that which this policy shall bear to the whole 44 insurance on the building described.

45 If an application, survey, plan, or description of property be referred to in this policy it shall be a part of this contract and 46 a warranty by the insured.

47 In any matter relating to this insurance no person, unless duly authorized in writing, shall be deemed the agent of this 48 company.

49 This policy may by a renewal be continued under the original stipulations, in consideration of premium for the renewed 50 term, provided that any increase of hazard must be made known to this company at the time of renewal or this policy shall be void.

51 This policy shall be canceled at any time at the request of the insured; or by the company by giving five days' notice of 52 such cancellation. If this policy shall be canceled as hereinbefore provided, or become void or cease, the premium having been 53 actually paid, the unearned portion shall be returned on surrender of this policy or last renewal, this company retaining the ens- 54 tomary short rate; except that when this policy is canceled by this company by giving notice it shall retain only the pro rata 55 premium.

56 If, with the consent of this company, an interest under this policy shall exist in favor of a mortgagee or of any person or 57 corporation having an interest in the subject of insurance other than the interest of the insured as described herein, the condi- 58 tions hereinbefore contained shall apply in the manner expressed in such provisions and conditions of insurance relating to such 59 interest as shall be written upon, attached, or appended hereto.

This policy is made and accepted subject to the foregoing stipulations and conditions, together with such other provisions, agreements, or conditions as may be endorsed hereon or added hereto, and no officer, agent, or other representative of this company shall have power to waive any provision or condition of this policy except such as by the terms of this policy may be the subject of agreement endorsed hereon or added hereto, and as to such provisions and conditions no officer, agent, or representative shall have such power or be deemed or held to have waived such provisions or conditions unless such waiver, if any, shall be written upon or attached hereto, nor shall any privilege or permission affecting the insurance under this policy exist or be claimed by the insured unless so written or attached.

In Witness Whereof, This company has executed and attested these presents. THIS POLICY shall not be valid until Countersigned by the duly authorized Agent of the Company at Thomasville, Ga.

COUNTERSIGNED at Thomasville, Ga. this 20 day of Dec 1900

W. M. ... Agent.

Sam. Deigan Secretary.

D. H. ... President.

If property covered by this policy is so endangered by fire as to require removal to a place of safety, and is so removed, 60 that part of this policy in excess of its proportion of any loss and of the value of property remaining in the original location, shall, 61 for the ensuing five days only, cover the property so removed in the new location; if removed to more than one location, such 62 excess of this policy shall cover therein for such five days in the proportion that the value in any one such new location bears 63 to the value in all such new locations; but this company shall not, in any case of removal, whether to one or more locations, be 64 liable beyond the proportion that the amount hereby insured shall bear to the total insurance on the whole property at the time 65 of fire, whether the same cover in new location or not.

If fire occur the insured shall give immediate notice of any loss thereby in writing to this company, protect the property 66 from further damage, forthwith separate the damaged and undamaged personal property, put it in the best possible order, 67 make a complete inventory of the same, stating the quantity and cost of each article and the amount claimed thereon; and, 68 within sixty days after the fire, unless such time is extended in writing by this company, shall render a statement to this com- 69 pany, signed and sworn to by said insured, stating the knowledge and belief of the insured as to the time and origin of the fire; 70 the interest of the insured and of all others in the property; the cash value of each item, thereof; and a copy of all the descrip- 71 tions and schedules in all policies; any changes in the title, use, occupation, location, possession, or exposures of said property 72 since the issuing of this policy; by whom and for what purpose any building herein described and the several parts thereof were 73 occupied at the time of fire; and shall furnish, if required, verified plans and specifications of any building, fixtures, or 74 machinery destroyed or damaged; and shall also, if required, furnish a certificate of the magistrate or notary public (not inter- 75 ested in the claim as a creditor or otherwise, nor related to the insured) living nearest the place of fire, stating that he has 76 examined the circumstances and believes the insured has honestly sustained loss to the amount that such magistrate or notary 77 public shall certify.

The insured, as often as required, shall exhibit to any person designated by this company all that remains of any property 81 herein described, and submit to examinations under oath by any person named by this company, and subscribe the same; and, 82 as often as required, shall produce for examination all books of account, bills, invoices, and other vouchers, or certified copies 83 thereof if originals be lost, at such reasonable place as may be designated by this company or its representative, and shall 84 permit extracts and copies thereof to be made.

In the event of disagreement as to the amount of loss the same shall, as above provided, be ascertained by two competent 85 and disinterested appraisers, the insured and this company each selecting one, and the two so chosen shall first select a competent 86 and disinterested umpire; the appraisers together shall then estimate and appraise the loss, stating separately sound value and 87 damage, and, failing to agree, shall submit their differences to the umpire; and the award in writing of any two shall determine 88 the amount of such loss; the parties thereto shall pay the appraiser respectively selected by them and shall bear equally the 89 expenses of the appraisal and umpire.

This company shall not be held to have waived any provision or condition of this policy or any forfeiture thereof by its 91 requirement, act, or proceeding on its part relating to the appraisal or to any examination herein provided for; and the loss 92 shall not become payable until sixty days after the notice, ascertainment, estimate, and satisfactory proof of the loss herein 93 required have been received by this company, including an award by appraisers when appraisal has been required.

This company shall not be liable under this policy for a greater proportion of any loss on the described property, or for 94 loss by and expense of removal from premises endangered by fire, than the amount hereby insured shall bear to the whole 95 insurance, whether valid or not, or by solvent or insolvent insurers, covering such property, and the extent of the application 96 of the insurance under this policy or of the contribution to be made by this company in case of loss, may be provided for by 97 agreement or condition written hereon or attached or appended hereto. Liability for re-insurance shall be as specifically agreed 98 hereon.

If this company shall claim that the fire was caused by the act or neglect of any person or corporation, private or munici- 99 pal, this company shall, on payment of the loss, be subrogated to the extent of such payment to all right of recovery by the 100 insured for the loss resulting therefrom, and such right shall be assigned to this company by the insured on receiving such 101 payment.

No suit or action on this policy, for the recovery of any claim, shall be sustainable in any court of law or equity until after 102 full compliance by the insured with all the foregoing requirements, nor unless commenced within twelve months next after the fire, 103 wherever in this policy the word "insured" occurs, it shall be held to include the legal representative of the insured, and 104 wherever the word "loss" occurs, it shall be deemed the equivalent of "loss or damage."

If this policy be made by a mutual or other company having special regulations lawfully applicable to its organization, 105 membership, policies or contracts of insurance, such regulations shall apply to and form a part of this policy as the same may 106 be written or printed upon, attached, or appended hereto.

Citizens and Southern Company

INVESTMENT SECURITIES

Atlanta, Ga.

January 11, 1923.

MILLS B. LANE, CHAIRMAN OF BOARD
WILLIAM MURPHEY, PRESIDENT
W. W. BANKS, VICE PRESIDENT
HOWARD R. COOK, RESIDENT MGR.

SAVANNAH
MACON
AUGUSTA
CHARLESTON

Mr. L. S. Moore,
Thomasville, Ga.

Dear Sir:-

We are enclosing herewith Certificate No. 1396, representing

25 shares THE CITIZENS AND SOUTHERN BANK STOCK
Regd. n/o Louis S. Moore

which were originally purchased from us.

Kindly sign and return to us at once the attached receipt, and oblige,

Yours very truly,

CITIZENS AND SOUTHERN COMPANY

By 

M
Inc.

Registered

The Citizens and Southern Bank.

MEMBER FEDERAL RESERVE SYSTEM

CAPITAL \$2,000,000.00
SURPLUS \$2,500,000.00
CABLE ADDRESS "CITSOUTH"

Savannah, Georgia

December 30th, 1923.

Mr. Louis S. Moore, Attorney,
Thomasville, Georgia.

Dear Sir:-

We are in receipt of your letter of December 22nd enclosing check for \$560.00 for the purchase of 6 shares of stock in your name and the stock has been issued and is ready for delivery, but before forwarding the same to you it will be necessary for you to return to us certificate of rights which we mailed to you by registered mail.

Please let us have this Certificate at once and the new stock will be mailed to you promptly.

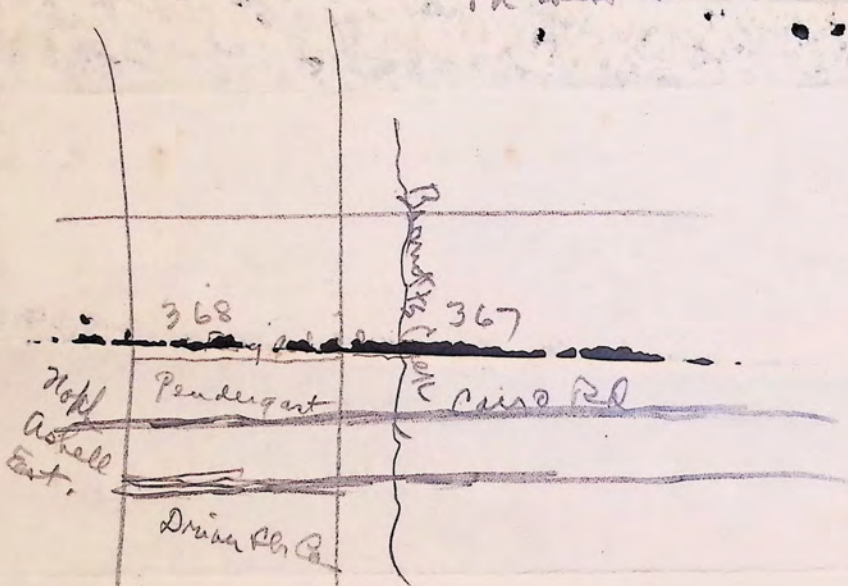
Yours very truly,

W. B. Fanning
Cashier.

822
100
0.51
525

367

Roy Ashell 35 acres
on west side



668.21
500
1168.21

368

h 910' 25' 8661

BB-61 A F Prevatt to A P Wright

CC-407 A F Prevatt to J Brooks Ferris

HH 463 Ferris to H A Asbell

HH 465 H A Asbell to A Asbell

99-18

99-35 J Maxwell to Monroe Asbell

P. 208

10/23/94

367

~~V 396 Hattie A Catevent to J W...~~

~~V 710~~

WN 432

~~X 710 P F...~~

~~X 731 A J...~~

Y-2

~~Z 257 J...~~

~~Z 360 H...~~

~~Z 361 S...~~

~~Z 386 W...~~

DD-70-7 B...

GG-401 H...

458 HH KK 38 to C K...

577 H...

578 J R...

77 619-9 B...

99 212 A H...

339 N...

SS-44 C K...

SS-120 A F...

J F Stewart

H Hudson

to C K...

J T Stewart

Hattie A Stewart

J T Stewart

to A H...

J N Asbell

Monroe Asbell

December 27, 1922.

The Citizens & Southern Bank,
Savannah, Ga.,

Gentlemen:

I herewith enclose warrant of subscription to six shares of capital stock of The Citizens & Southern Bank and a like number of shares of stock of Citizens & Southern Co. I also enclose draft on Atlanta branch for \$660.00 to cover payment for this subscription.

If you have shares to offer for sale please let me have quotations.

Very truly yours,

Louis S. Moore .

Mrs. ~~Agnes~~ Pendergast (Widow)

Elis. D.

C. O.

Mrs. Aris P. Singletary

J. R. Pendergast

A. W.

\$5000⁰⁰ Consideration

Dec. 16, 1925.

Kirby Flaming Mill Co.,
Thomasville, Ga.,

Gentlemen:

I am herewith enclosing abstract of the record of all conveyances affecting lots 157 and 158 in the 14th district of originally Thomas county, Georgia, now Jefferson county, Florida.

The Legislature of Florida ratified all grants made by Georgia provided they did not fall south of the McNeil line.

Laws Fla. 1859, page 1017. Coffee vs. Groover, 123 U.S., page 1; 31 Law Ed., page 1.

I am also returning your deed and the papers furnished you by Mr. Russell Snow.

If you will forward all these papers to Messrs. Pasco and Taylor they should be able to get their attorney to trace the Florida end of this title out of the estate of Abner Groover, as shown by enclosed agreement of the heirs at law.

My fee for this service is \$10.00.

Very truly yours,

Louis S. Moore

Standard Fire Insurance Policy of the States of
New York, Pennsylvania, New Jersey, Connecticut, Rhode
Island, North Carolina, North Dakota, and South Dakota.

EXPIRES *Aug 20 1900*

PROPERTY *My*

AMOUNT \$ *600* PREMIUM \$ *9*

Est Joshua Lowell

No. 2413

THE
PHOENIX
INSURANCE COMPANY
OF
HARTFORD, CONN.



CASH CAPITAL \$2,000,000.00



It is important that the written portions of all
policies covering the same property read exactly alike.
If they do not they should be made uniform at once.

Officers.

D. W. C. SKILTON,
PRESIDENT.

J. H. MITCHELL,
VICE-PRESIDENT.

EDW. MILLIGAN,
SECRETARY.

JOHN B. KNOX,
ASS'T SECRETARY.

1978. 32. 0167

Assignment of Interest by Insured.

The interest of _____ as owner of property
covered by this Policy is hereby assigned to _____
subject to the consent of THE PHOENIX INSURANCE COMPANY.

(Signature of the Insured.)

Dated _____

NOTE.—To secure Mortgages, if desired, the Policy should be made payable on its face to such Mortgagee, as follows: Loss, if any, payable to *John Doe*, Mortgagee.

Consent by Company to Assignment of Interest.

THE PHOENIX INSURANCE COMPANY hereby consents that the interest
of _____ as owner of the property
covered by this Policy be assigned to _____

(Signature for Company.)

Dated _____

Cancellation Receipt.

\$ _____

Agency at _____ 1 .

In Consideration of _____ Dollars,
Return Premium, the Receipt of which is hereby acknowledged, this Policy is canceled and
surrendered to THE PHOENIX INSURANCE COMPANY.

Premium Paid, \$ _____

Premium Earned, \$ _____

Premium Returned, \$ _____

_____ Assured.

\$600.⁰⁰

The PHOENIX INSURANCE COMPANY

OF HARTFORD, CONNECTICUT.

In Consideration of the Stipulations herein named and of Nine x 00p Dollars Premium
Does Insure Est of John Russell
from the 10 day of Dec 1899, at noon, to the 20th day of Dec 1902, at noon,
against all direct loss or damage by fire, except as hereinafter provided,
To an amount not exceeding Six Hundred x Dollars,
to the following described property while located and contained as described herein, and not elsewhere, to wit:

\$600.⁰⁰ Dwelling, Furniture, and Barn Form. — (Three-fourths Value Clause.)
On the 1st Story Shed Roof Frame Building and additions, including Foundations, Plumbing, Steam, Gas, and Water Pipes, and Fixtures, and Heating Apparatus, while occupied as a Dwelling.
On Household Furniture, useful and ornamental, Sewing Machines, Plate and Plated Ware, Musical Instruments, Printed Books and Music, Paintings, Pictures and their Frames (at not to exceed cost), Chandeliers, Gas Fixtures, Firearms, Bicycles, Tricycles, Velocipedes, Wearing Apparel of self and family, Jewelry in use, Trunks, Traveling Apparatus, Fuel and Family Stores, and all Articles generally used in Housekeeping, while contained in above-described Building.
On the 1st Story Building, with Roof, including Sheds and Additions connected therewith, Foundations and Fixtures, while occupied as a private Barn.
On Horses, not to exceed \$ 50 on each, while contained in said Barn.
On Carriages, Sleighs, Harness, Carriage and Horse Equipments, Hay, Grain, Produce, Farm and Garden Tools, while contained in said Barn.
On all the above described property in the estate of John Russell
Loss, if any on Buildings, payable to John Russell as mortgage interest may appear.



1 This company shall not be liable beyond the actual
2 depreciation however caused, and shall in no event exceed
3 they differ, then by appraisers, as hereinafter provided;
4 estimate, and satisfactory proof of the loss have been received
5 and also to repair, rebuild, or replace the property lost or
6 no abandonment to this company of the property described.
7 This entire policy shall be void if the insured has
8 fact or circumstance concerning this insurance or the subject
9 truly stated herein; or in case of any fraud or false swearing
10 the subject thereof, whether before or after a loss.
11 This entire policy, unless otherwise provided by agreement
12 sured now has or shall hereafter make or procure any other
13 in whole or in part by this policy; or if the subject of insurance
14 or in part at night later than 10 o'clock, or if it cease to be

LIGHTNING CLAUSE.
This policy shall cover any direct loss or damage caused by Lightning (meaning thereby the commonly accepted use of the term Lightning, and in no case to include loss or damage by cyclone, tornado, or wind storm). Payment, however, if there shall be any other insurance on said property, this Company shall be liable only pro rata with such other insurance for any direct loss by Lightning, whether such other insurance be against direct loss by Lightning or not.
THREE-FOURTHS VALUE CLAUSE.
It is understood and agreed to be a condition of this insurance, that in the event of loss or damage by fire to the property insured under this Policy, this Company shall not be liable for an amount greater than three-fourths of the actual cash value of each item of property insured by this Policy (not exceeding the amount insured on each such item) at the time immediately preceding such loss or damage; and in the event of additional insurance—if any is permitted hereon—then this Company shall be liable for its proportion only of three-fourths of such cash value of each item insured at the time of the fire, not exceeding the amount insured on each such item.
KEROSENE OIL STOVE PERMIT.
Permission is hereby given to use one kerosene oil stove in the Dwelling within described, provided that the Kerosene shall be not less than United States Standard of 110 degrees, and that the Stove Reservoir be filled by daylight only, and never while the stove is lighted, or near fire or lights.
NOTE.—The use of Gasoline, or any fluid other than Kerosene, is positively prohibited.
Attached to and forming part of Policy No. 2413 PHOENIX INSURANCE CO., OF HARTFORD, CONN.
Dated, Dec 20 1899.
I sign and attach, one each to Policy, Draft, and Register. John Russell Agent

ch actual cash value, with proper deduction for 1
be made by the insured and this company, or, if 2
payable sixty days after due notice, ascertainment, 3
re articles at such ascertained or appraised value, 4
quired, of its intention so to do; but there can be 5
6
7 removal to a place of safety, and is so removed, 00
8 property remaining in the original location, shall, 01
9 ation; if removed to more than one location, such 02
10 that the value in any one such new location bears 03
11 e of removal, whether to one or more locations, be 04
12 total insurance on the whole property at the time 05
13 in writing to this company, protect the property 06
14 07

1 This company shall not be liable beyond the actual cash value of the property at the time any loss or damage occurs, and the loss or damage shall be ascertained or estimated according to such actual cash value, with proper deduction for 2 depreciation however caused, and shall in no event exceed what it would then cost the insured to repair or replace the same with material of like kind and quality; said ascertainment or estimate shall be made by the insured and this company, or if 3 they differ, then by appraisers, as hereinafter provided; and, the amount of loss or damage having been thus determined, the sum for which this company is liable pursuant to this policy shall be payable sixty days after due notice, ascertainment, 4 estimate, and satisfactory proof of the loss have been received by this company in accordance with the terms of this policy. It shall be optional, however, with this company to take all, or any part, of the articles at such ascertained or appraised value, 5 and also to repair, rebuild, or replace the property lost or damaged with other of like kind and quality within a reasonable time on giving notice, within thirty days after the receipt of the proof herein required, of its intention so to do; but there can be 6 no abandonment to this company of the property described.

7 This entire policy shall be void if the insured has concealed or misrepresented, in writing or otherwise, any material 8 fact or circumstance concerning this insurance or the subject thereof; or if the interest of the insured in the property be not 9 truly stated herein; or in case of any fraud or false swearing by the insured touching any matter relating to this insurance or 10 the subject thereof, whether before or after a loss.

11 This entire policy, unless otherwise provided by agreement indorsed hereon or added hereto, shall be void if the in- 12 sured now has or shall hereafter make any other contract of insurance, whether valid or not, on property covered 13 in whole or in part by this policy; or if the subject of insurance be a manufacturing establishment and it be operated in whole 14 or in part at night later than 10 o'clock, or if it cease to be operated for more than ten consecutive days; or if the hazard be 15 increased by any means within the control or knowledge of the insured; or if mechanics be employed in building, altering, or 16 repairing the within described premises for more than fifteen days at any one time; or if the interest of the insured be other 17 than unconditional and sole ownership; or if the subject of insurance be a building on ground not owned by the insured in 18 the known or known to the insured, foreclosure proceedings be commenced or notice given of sale of any property covered by this 19 policy by virtue of any mortgage or trust deed; or if any change, other than by the death of an insured, take place in the in- 20 terest, title, or possession of the subject of insurance (except change of occupants without increase of hazard) whether by legal 21 process or judgment or by voluntary act of the insured, or otherwise; or if this policy be assigned before a loss; or if illuminating 22 gas or vapor be generated in the described building (or adjacent thereto) for use therein; or if (any usage or custom of trade or 23 manufacture to the contrary notwithstanding) there be kept, used, or allowed on the above described premises, benzene, benzole, 24 dynamite, ether, fireworks, gasoline, greek fire, gunpowder exceeding twenty-five pounds in quantity, naphtha, nitro-glycerine 25 or other explosives, phosphorus, or petroleum or any of its products of greater inflammability than kerosene oil of the United 26 States standard, (which last may be used for lights and kept for sale according to law but in quantities not exceeding five barrels, 27 provided it be drawn and lamps filled by daylight or at a distance not less than ten feet from artificial light); or if a building 28 herein described, whether intended for occupancy by owner or tenant, be or become vacant or unoccupied and so remain for 29 ten days.

30 This company shall not be liable for loss caused directly or indirectly by invasion, insurrection, riot, civil war or commo- 31 tion, or military or usurped power, or by order of any civil authority; or by theft; or by neglect of the insured to use all rea- 32 sonable means to save and preserve the property at and after a fire or when the property is endangered by fire in neighboring 33 premises; or (unless fire ensues, and, in that event, for the damage by fire only) by explosion of any kind, or lightning; but 34 liability for direct damage by lightning may be assumed by specific agreement hereon.

35 If a building or any part thereof fall, except as the result of fire, all insurance by this policy on such building or its contents 36 shall immediately cease.

37 This company shall not be liable for loss to accounts, bills, currency, deeds, evidences of debt, money, notes, or securities; 38 nor, unless liability is specifically assumed hereon, for loss to awnings, bullion, casts, curiosities, drawings, dies, implements, 39 jewels, manuscripts, medals, models, patterns, pictures, scientific apparatus, signs, store or office furniture or fixtures, sculpture, 40 tools, or property held on storage or for repairs; nor, beyond the actual value destroyed by fire, for loss occasioned by ordinance 41 or law regulating construction or repair of buildings, or by interruption of business, manufacturing processes, or otherwise; nor 42 for any greater proportion of the value of plate glass, frescoes, and decorations than that which this policy shall bear to the whole 43 insurance on the building described.

44 If an application, survey, plan, or description of property be referred to in this policy it shall be a part of this contract and 45 a warranty by the insured.

46 In any matter relating to this insurance no person, unless duly authorized in writing, shall be deemed the agent of this 47 company.

48 This policy may by a renewal be continued under the original stipulations, in consideration of premium for the renewed 49 term, provided that any increase of hazard must be made known to this company at the time of renewal or this policy shall be void.

50 This policy shall be canceled at any time at the request of the insured; or by the company by giving five days' notice of 51 such cancellation. If this policy shall be canceled as hereinbefore provided, or become void or cease, the premium having been 52 actually paid, the unearned portion shall be returned on surrender of this policy or last renewal, this company retaining the cus- 53 tomary short rate; except that when this policy is canceled by this company by giving notice it shall retain only the pro rata 54 premium.

55 If, with the consent of this company, an interest under this policy shall exist in favor of a mortgagee or of any person or 56 corporation having an interest in the subject of insurance other than the interest of the insured as described herein, the condi- 57 tions hereinbefore contained shall apply in the manner expressed in such provisions and conditions of insurance relating to such 58 interest as shall be written upon, attached, or appended hereto.

This policy is made and accepted subject to the foregoing stipulations and conditions, together with such other provisions, agreements, or conditions as may be indorsed hereon or added hereto, and no officer, agent, or other representative of this com- 59 pany shall have power to waive any provision or condition of this policy except such as by the terms of this policy may be the subject of agreement indorsed hereon or added hereto, and as to such provisions and conditions no officer, agent, or representative shall 60 have such power or be deemed or held to have waived such provisions or conditions unless such waiver, if any, shall be written upon or attached hereto, nor shall any privilege or permission affecting the insurance under this policy exist or be claimed by the insured 61 unless so written or attached.

In Witness Whereof, this company has executed and attested these presents. This Policy shall not be valid until Countersigned by the duly authorized Agent of the Company at Thomasville, Ga.

COUNTERSIGNED at Thomasville Ga, this 20 day of June 1899

Agent.

If property covered by this policy is so endangered by fire as to require removal to a place of safety, and is so removed, 62 that part of this policy in excess of its proportion of any loss and of the value of property remaining in the original location, shall, 63 for the ensuing five days only, cover the property so removed in the new location; if removed to more than one location, such 64 excess of this policy shall cover therein for such five days in the proportion that the value in any one such new location bears 65 to the value in all such new locations; but this company shall not, in any case of removal, whether to one or more locations, be 66 liable beyond the proportion that the amount hereby insured shall bear to the total insurance on the whole property at the time 67 of fire, whether the same cover in new location or not.

If fire occur the insured shall give immediate notice of any loss thereby in writing to this company, protect the property 68 from further damage, forthwith separate the damaged and undamaged personal property, put it in the best possible order, 69 make a complete inventory of the same, stating the quantity and cost of each article and the amount claimed thereon; and, 70 within sixty days after the fire, unless such time is extended in writing by this company, shall render a statement to this com- 71 pany, signed and sworn to by said insured, stating the knowledge and belief of the insured as to the time and origin of the fire; 72 the interest of the insured and of all others in the property; the cash value of each item thereof and the amount of loss thereon; 73 all incumbrances thereon; all other insurance, whether valid or not, covering any of said property; and a copy of all the descrip- 74 tions and schedules in all policies; any changes in the title, use, occupation, location, possession, or exposures of said property 75 since the issuing of this policy; by whom and for what purpose any building herein described and the several parts thereof were 76 occupied at the time of fire; and shall furnish, if required, verified plans and specifications of any building, fixtures, or 77 machinery destroyed or damaged; and shall also, if required, furnish a certificate of the magistrate or notary public (not inter- 78 ested in the claim as a creditor or otherwise, nor related to the insured) living nearest the place of fire, stating that he has 79 examined the circumstances and believes the insured has honestly sustained loss to the amount that such magistrate or notary 80 public shall certify.

The insured, as often as required, shall exhibit to any person designated by this company all that remains of any property 81 herein described, and submit to examinations under oath by any person named by this company, and subscribe the same; and 82 as often as required, shall produce for examination all books of accounts, bills, invoices, and other vouchers, or certified copies 83 thereof if originals be lost, at such reasonable place as may be designated by this company or its representative, and shall 84 permit extracts and copies thereof to be made.

In the event of disagreement as to the amount of loss the same shall, as above provided, be ascertained by two competent 85 and disinterested appraisers, the insured and this company each selecting one, and the two so chosen shall first select a competent 86 and disinterested umpire; the appraisers together shall then estimate and appraise the loss, stating separately sound value and 87 damage, and, failing to agree, shall submit their differences to the umpire; and the award in writing of any two shall determine 88 the amount of such loss; the parties thereto shall pay the appraiser respectively selected by them and shall bear equally the 89 expenses of the appraisal and umpire.

This company shall not be held to have waived any provision or condition of this policy or any forfeiture thereof by any 90 requirement, act, or proceeding on its part relating to the appraisal or to any examination herein provided for; and the loss 91 shall not become payable until sixty days after the notice, ascertainment, estimate, and satisfactory proof of the loss herein 92 required have been received by this company, including an award by appraisers when appraisal has been required.

This company shall not be liable under this policy for a greater proportion of any loss on the described property, or for 93 loss by and expense of removal from premises endangered by fire, than the amount hereby insured shall bear to the whole 94 insurance, whether valid or not, or by solvent or insolvent insurers, covering such property, and the extent of the application 95 of the insurance under this policy or of the contribution to be made by this company in case of loss, may be provided for by 96 agreement or condition written hereon or attached or appended hereto. Liability for re-insurance shall be as specifically agreed 97 hereon.

If this company shall claim that the fire was caused by the act or neglect of any person or corporation, private or muni- 98 cipal, this company shall, on payment of the loss, be subrogated to the extent of such payment to all right of recovery by the 99 insured for the loss resulting therefrom, and such right shall be assigned to this company by the insured on receiving such 100 payment.

No suit or action on this policy for the recovery of any claim, shall be sustainable in any court of law or equity until after 101 full compliance by the insured with all the foregoing requirements, nor unless commenced within twelve months next after the fire. 102 Wherever in this policy the word "insured" occurs, it shall be held to include the legal representative of the insured, and 103 wherever the word "loss" occurs, it shall be deemed the equivalent of "loss or damage."

If this policy be made by a mutual or other company having special regulations lawfully applicable to its organization, 104 membership, policies or contracts of insurance, such regulations shall apply to and form a part of this policy as the same may 105 be written or printed upon, attached, or appended hereto. 106

D. H. J. Skilton, President.

E. W. McEligan, Secretary.

AGREEMENT.

Lawrenceville GA. Nov 13 1891

TO WILLIAM E. SIMMONS, LAWRENCEVILLE, GA.

I hereby constitute you my agent, and request and authorize you as such to negotiate for me a loan of Three Hundred Dollars, on 5 years' time, with interest at 5 per cent. per annum, payable annually, at such place as you may name. Said loan to be evidenced by my note of the form used by you, and said note and loan to be secured by an absolute Deed to my farm, consisting of 115 acres, situated about 6 miles of the town of Cairo in Thomas County, Georgia.

Said Deed is to be of the form used by you, the lender to give bond to reconvey said property to me on compliance with the terms and conditions stated therein, in pursuance of Sections 1969, 1970 and 1971 of the Code of Georgia of 1873, interest to commence on the day this application is accepted by the lender from whom you obtain the money. I further agree to pay you for negotiating said loan a commission of Twenty five Dollars, to be paid at the time of closing the loan; and if I decline to accept the loan for any reason, I agree to pay said commission at once. I also authorize you to pay off all liens (including taxes due) against said property; and I hereby certify that the total amount of indebtedness against said property does not exceed \$ 300

I hereby authorize you to insure said property for \$ for years, in such Company as you may select, and pay the premium out of the loan. I further certify that there has been no building or improvement to building made on said premises during the last three months.

I also hereby agree to pay the cost of recording my Deed covering property offered as security for this loan.

In case you succeed in negotiating my application for the loan, I authorize you to send check for the same to Henry Morris my local agent, less commission, as agreed.

E. J. Rogers

Howarth, La, Mich 18th 1891

To WILLIAM E. SIMMONS:

I Hereby Certify, That on the 18th day of March 1891,
I personally and carefully examined the land and improvements thereon more particularly described
in the application of George J. Ragans for the purpose
of assurance to any person or corporation who may be induced to lend \$500 to the
said Geo. J. Ragans and take as security therefor the
said property; and I hereby certify,

1st. That the statements in said application are true.

2d. That the upland therein described is (here insert the words level, moderately rolling, or rough
and hilly as the case may be) moderately rolling

3d. That the cash value of the land, without the buildings, is \$750⁰⁰ and I arrive
at said value by the following reasoning:

No waste land in the tract.
It is well and yields well. That
part of the county is improving rapidly.

4th. That the value of the buildings is \$150⁰⁰

5th. That the CHARACTER and condition of the buildings is good - need
good frame house.

6th. That I recommend the lender to require insurance, with loss, if any, payable to him, in the
amount of \$

7th. That the average crop raised by applicant is 8 bales Cotton, 275 bushels
Corn, 150 bushels Oats, bushels Wheat.

8th. That the general appearance of the place, buildings, fences, and all other improvements is

No. 1 - fences clean and straight
new in good order -

I further certify that the character of the applicant as to payment of debts, sobriety, industry, &c.
is good - and I arrive at this conclusion from the following reasons:

His reputation and credit are good.

I fully recommend the loan of \$500 as desirable in all respects.

I make the above certificate for the purpose of inducing such parties or corporations as William E.
Simmons may undertake to secure the money from, to lend the same.

Yours truly,

Harold Merrill

READ REMARKS ON MARGIN HEREOF.

Unless every question herein is answered in detail, no attention will be paid to the application. "DON'T KNOW" or similar words are NOT answers. Applications will not be returned for completion. They will be filed away without remarks, and correspondents continuing to send imperfect ones must not blame us if further negotiations for them are declined.

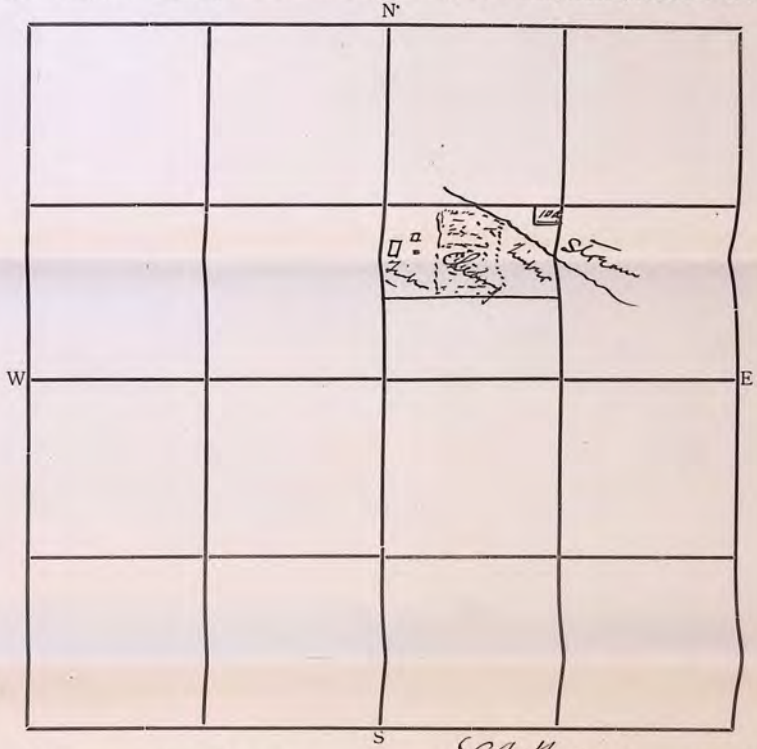
Value of property, \$ 900 Amount of Loan, \$ 300 Time, 5yrs.
 Borrower's full name and age, Geo. A. Rogers
 Post-Office address, Cairo, Ga.

1. Description of land, 115 a. of lch no. 296 - in the 17th District - being the north half of the lch 4 sept 10 acres in the N.E. Co.,
 Containing 115 acres, in Thomas County Georgia,
2. Size and material of the owner's house? 18x22 - wood-frame
3. When built? 1889 -
4. (1) Is there a gin house and screw on the land? no (2) Describe the same and the machinery therein.
 (3) Is it in good running order? —
5. Kind of Stable? log stables in good order -
6. (1) Is there a grist mill or steam engine on the land? no (2) If so, describe them fully —
7. (1) On what part of land are the buildings? (2) Are they all on above described land? Yes -
on west side of the land -
8. How many acres cultivated this year 55 and last year? 55 ? Fenced yes -
9. Kind of fence, and the condition? (Answer fully) Rods Oak, Posts Pine,
in good order ~~Chestnut,~~ Wire,
10. How many acres, (1) upland, 105 (2) slough, — (3) bottom, 10 (4) timber, 60 and (5) quality of land? — (6) Is land level or broken? quilted rolling -
11. Has the farm any running water? (Show direction of stream on diagram) Yes -
12. How many bales of cotton, and bushels of and what kind of grain raised on the land herein described last year? 7 bales cotton, 300 bushels corn, — bushels oats, — bushels wheat.
13. (1) How much of the land described did you rent last year? (2) What was the aggregate rent?
none - used it myself
14. How many laborers or tenants have you on the land at present? one -
15. To what extent has any of the land herein described been fertilized, and for what length of time?
150# to 200 - for 6 yrs -
16. (1) Distance, (2) name and (3) population of nearest railroad station and nearest market town?
Cairo, 6 mi. 600 poplin -
17. What, if any, mineral is there in the land herein described? none
18. (1) Have any of the mines or veins been developed? — (2) If so, with what results?
19. (1) How many tenant houses on the land described? (2) How many are at present occupied by tenants?
none but one above named -
20. When built? — (2) What material? —
21. Average size? —
22. Condition at present? —

23. Show on diagram how located —
24. What proportion of the timber is oak, — acres, chestnut, — acres, walnut, — acres, pine, all cypress, — acres, cedar, — acres, hickory, — acres,
25. What is the color and quality of soil covered by timber? Is it upland or bottom? (State fully) Sandy with red clay subsoil —
26. How many acres are in pasture excluding timber and old fields land and crab grass? —
27. What kind of grass in pasture? —
28. (1) Is pasture fenced? no — (2) If so, what material and condition of fence? —
29. How many acres altogether of all the land herein described was formerly in cultivation but is not so now? none
30. How many wells, artesian or dug, on the land described? (State fully) one
31. How many springs? (Show location of them on diagram) two good ones
32. Do they, or any of them, fail in dry seasons? no —
33. Of the land in cultivation, how much is
- | | |
|---|--|
| 1st. Black loam or sand? _____ acres. | 2d. Red clay or sand _____ acres. |
| 3d. Mixed red and gray clay or sand? _____ acres. | 4th. Light gray loam or sand? _____ acres. |
| 5th. Dark gray loam or sand? <u>mostly with clay below</u> _____ acres. | 6th. White soapstone land? _____ acres. |
| 7th. Yellow clay or sand? _____ acres. | 8th. Light mulatto land? _____ acres. |
| 9th. Dark mulatto land? _____ acres. | 10th. Chocolate land? _____ acres. |
34. How long have you been in possession of, and cultivated this land? and how long has the land at present in cultivation been cultivated? 6 yrs
35. Are you the absolute owner of this land in your own right? yes Is any other person or persons setting up or claiming any interest, right or title to any part thereof? no —
36. How much, if any, lands do you own other than those herein described, and where is it situated, and is it free from encumbrance? yes - 125 a. adjoining - title \$125
37. Is there a free outlet by roads from your farm? yes —
38. (1) What stock have you on the land herein described? 1 horses, — mules, — cows, — calves, — oxen, — sheep, — hogs,
- (2) If elsewhere, state where and what? — horses, — mules, 16 cows, — calves, 2 oxen, — sheep, 22 hogs, on other place adjoining
39. (1) Is owner's house or gin house insured? — (2) If not, will you insure if required? —
40. What company, what amount, and when does it expire? —
41. Please state any additional items of importance, not above mentioned, or any special improvements in the neighborhood? Good neighborhoods - improving steadily —
42. Have you any difficulty in securing tenants or laborers? none
43. (1) Is the land herein described entirely free from encumbrance? (2) If not, describe the encumbrances: no - \$300 now due, want to pay it
44. Are there any judgments against you, either as principal, endorser or surety in any Court in this State, and, if yea, state in what Court, when rendered, and the amount due thereon? none

45. Who advances to your tenants or laborers? 200 -
46. (1) Is your farm leased to any one? no (2) Has any person a right to possession thereof, aside from yourself? no
47. (1) If rented, state distance of land herein described from your place of residence? -
 (2) Where is your place of residence? (State fully) on the other place adjoining this
48. (1) Is any part of your land subject to overflow, state fully? no.
 (2) If you ever lost a crop from this cause, state when? no.
49. At what value did you return this land for taxation last year? \$ 300 -
50. Have all taxes against said land which have accrued to the date of this application been paid? yes
51. For what purpose do you desire this loan? To pay acct of 300.
52. Are you principal or surety on the bond of any tax collector or county treasurer? no -

DIAGRAM of land herein described must in every case be here given, SHOWING LOCATION OF STREAMS, BUILDINGS and IMPROVEMENTS, CULTIVATED, UPLAND, SLOUGH and TIMBER.



Dated March 13th 1891

G. G. Magary Applicant.

GEORGIA, } I, Wm. S. Rogers the applicant,
Thomas County, } do swear that the representations contained in the foregoing application are true, and are made by me to be used by William E. Simmons, who is my agent in procuring for me the loan desired.

Sworn to and subscribed before me,
 this 13th day of March 1891

G. G. Magary

Josephine M. Hill
Notary Public, Ga.

AGREEMENT.

Thomasville GA. March 13 1891

TO WILLIAM E. SIMMONS, LAWRENCEVILLE, GA.

I hereby constitute you my agent, and request and authorize you as such to negotiate for me a loan of Six Hundred Dollars, on 5 years' time, with interest at 8 per cent. per annum, payable annually, at such place as you may name. Said loan to be evidenced by my note of the form used by you, and said note and loan to be secured by an absolute Deed to my farm, consisting of 283 acres, situated about 6 miles of the town of Cairo in Thomas County, Georgia.

Said Deed is to be of the form used by you, the lender to give bond to reconvey said property to me on compliance with the terms and conditions stated therein, in pursuance of Sections 1969, 1970 and 1971 of the Code of Georgia of 1873, interest to commence on the day this application is accepted by the lender from whom you obtain the money. I further agree to pay you for negotiating said loan a commission of Forty Eight Dollars, to be paid at the time of closing the loan; and if I decline to accept the loan for any reason, I agree to pay said commission at once. I also authorize you to pay off all liens (including taxes due) against said property; and I hereby certify that the total amount of indebtedness against said property does not exceed \$ 600

I hereby authorize you to insure said property for \$ for years, in such Company as you may select, and pay the premium out of the loan. I further certify that there has been no building or improvement to building made on said premises during the last three months.

I also hereby agree to pay the cost of recording my Deed covering property offered as security for this loan.

In case you succeed in negotiating my application for the loan, I authorize you to send check for the same to Hansell Merrill my local agent, less commission, as agreed.

John J. Rogers

Thomasville Ga 3/18/1891

To WILLIAM E. SIMMONS:

I Hereby Certify, That on the 18th day of March 1891, I personally and carefully examined the land and improvements thereon more particularly described in the application of John J. Ragans for the purpose of assurance to any person or corporation who may be induced to lend \$ 600- to the said J. J. Ragans and take as security therefor the said property; and I hereby certify,

1st. That the statements in said application are true.

2d. That the upland therein described is (here insert the words level, moderately rolling, or rough and hilly as the case may be) moderately rolling

3d. That the cash value of the land, without the buildings, is \$ 1600- and I arrive at said value by the following reasoning:

Good farming land in good and improving neighborhood. This is about price at which it is ordinarily sold

4th. That the value of the buildings is \$ 300

5th. That the CHARACTER and condition of the buildings is very good

6th. That I recommend the lender to require insurance, with loss, if any, payable to him, in the amount of \$

7th. That the average crop raised by applicant is 8 bales Cotton, 1400 bushels Corn, 125 bushels Oats, bushels Wheat. and good crop of potatoes and cane.

8th. That the general appearance of the place, buildings, fences, and all other improvements is

good. All kept up in good shape.

I further certify that the character of the applicant as to payment of debts, sobriety, industry, &c. is

good - and I arrive at this conclusion from the following reasons:
Impressive and credit very good

I fully recommend the loan of \$ 600- as desirable in all respects.

I make the above certificate for the purpose of inducing such parties or corporations as William E. Simmons may undertake to secure the money from, to lend the same.

Yours truly,

August Merrill

READ REMARKS ON MARGIN HEREOF.

Value of property, \$ 1900. Amount of Loan, \$ 600. Time, 5 years
 Borrower's full name and age, John J. Reagan - 62 years
 Post-Office address, Cairo, Thomas County, Georgia

1. Description of land, Part of Lot #257. in 17th District Thomas County -

Containing 283 acres, in 17th Dist Thomas County Georgia

2. Size and material of the owner's house? 44 x 30 & 16 x 20 -
 3. When built? 1866 - remodeled and repaired 1885-6
 4. (1) Is there a gin house and screw on the land? no (2) Describe the same and the machinery therein.

(3) Is it in good running order? no

5. Kind of Stable? 2 stable - one logg over frame

6. (1) Is there a grist mill or steam engine on the land? no (2) If so, describe them fully -

7. (1) On what part of land are the buildings? (2) Are they all on above described land? - near South side - (2) yes -

8. How many acres cultivated this year 90 and last year? 40 ? Fenced 90

9. Kind of fence, and the condition? (Answer fully) Rail, Good Rods, Oak, all Pine, - Chestnut, - Wire, -

10. How many acres, (1) upland, 283 (2) slough, no (3) bottom, no (4) timber, 173 and (5) quality of land? Gray Pine (6) Is land level or broken? a little weling

11. Has the farm any running water? (Show direction of stream on diagram) yes -

12. How many bales of cotton, and bushels of and what kind of grain raised on the land herein described last year? 4 bales cotton, 200 bushels corn, 50 bushels oats, no bushels wheat.

13. (1) How much of the land described did you rent last year? (2) What was the aggregate rent? (1) 25 acres - (2) got 1/3 of cotton & 1/4 of corn made - do not know what it amounted to

14. How many laborers or tenants have you on the land at present? All besides applicant

15. To what extent has any of the land herein described been fertilized, and for what length of time? Fertilized well for past 10 years

16. (1) Distance, (2) name and (3) population of nearest railroad station and nearest market town? 6 miles to Cairo (3) 500 - same market town

17. What, if any, mineral is there in the land herein described? none

18. (1) Have any of the mines or veins been developed? no (2) If so, with what results?

19. (1) How many tenant houses on the land described? (2) How many are at present occupied by tenants? (1) one - (2) one

20. When built? 1883 - (2) What material? Log -

21. Average size? 16 x 20

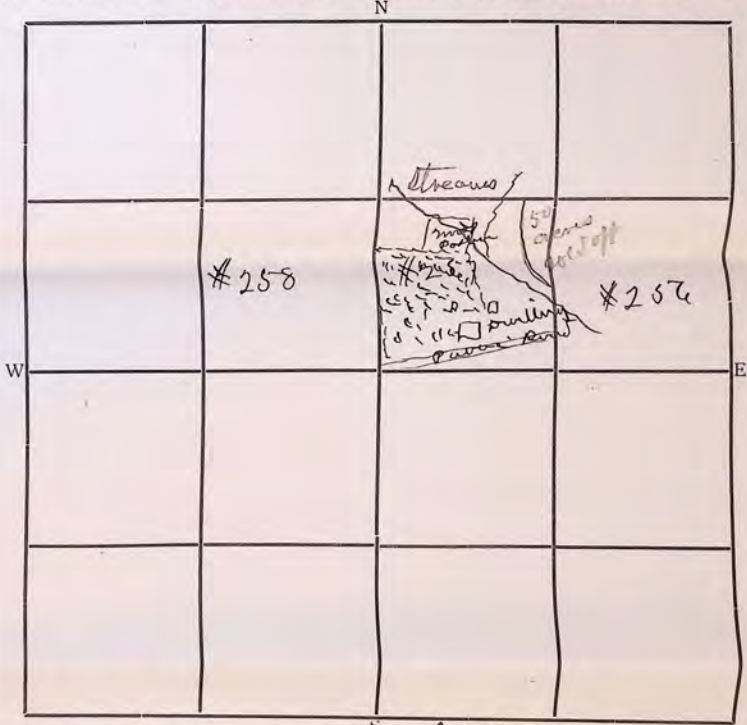
22. Condition at present? Good - been repaired fully

Unless every question herein is answered in detail, no attention will be paid to the application. "DON'T KNOW" or similar words are NOT answers. Applications will not be returned for completion. They will be filed away without remarks, and correspondents continuing to send imperfect ones must not blame us if further negotiations for them are declined.

23. Show on diagram how located
24. What proportion of the timber is oak, acres, chestnut, acres, walnut, acres, pine, 273 cypress, acres, cedar, acres, hickory, acres,
25. What is the color and quality of soil covered by timber? Is it upland or bottom? (State fully) Gray Pine land - Upland - no waste land - all fair quality
26. How many acres are in pasture excluding timber and old fields land and crab grass? 30 acres woods pasture -
27. What kind of grass in pasture? natural wire-grass
28. (1) Is pasture fenced? yes (2) If so, what material and condition of fence? Pine rails - good
29. How many acres altogether of all the land herein described was formerly in cultivation but is not so now? 30 acres
30. How many wells, artesian or dug, on the land described? (State fully) 3 dug-wells
31. How many springs? (Show location of them on diagram) none in use
32. Do they, or any of them, fail in dry seasons? None ever fail
33. Of the land in cultivation, how much is
- 1st. Black loam or sand? acres. 2d. Red clay or sand acres.
- 3d. Mixed red and gray clay or sand? acres. 4th. Light gray loam or sand? acres.
- 5th. Dark gray loam or sand? 100 acres. 6th. White soapstone land? acres.
- 7th. Yellow clay or sand? acres. 8th. Light mulatto land? acres.
- 9th. Dark mulatto land? acres. 10th. Chocolate land? acres.
34. How long have you been in possession of, and cultivated this land? and how long has the land at present in cultivation been cultivated? Since 1863 - Some since 1863 - others cleared at different times up to about 2 years ago
35. Are you the absolute owner of this land in your own right? yes Is any other person or persons setting up or claiming any interest, right or title to any part thereof? no
36. How much, if any, lands do you own other than those herein described, and where is it situated, and is it free from encumbrance? 50 to 60 acres of Lot # 256. in 14th District Thomas Co. Ga unencumbered.
37. Is there a free outlet by roads from your farm? yes
38. (1) What stock have you on the land herein described? One horses, one mules, 12 cows, 4 calves, 3 oxen, none sheep, 13 hogs,
- (2) If elsewhere, state where and what? None horses, mules, cows, calves, oxen, sheep, hogs,
39. (1) Is owner's house or gin house insured? no (2) If not, will you insure if required? Yes
40. What company, what amount, and when does it expire?
41. Please state any additional items of importance, not above mentioned, or any special improvements in the neighborhood? None
42. Have you any difficulty in securing tenants or laborers? None, get all I can pay for
43. (1) Is the land herein described entirely free from encumbrance? (2) If not, describe the encumbrances: Nothing against it except the debt that it's money is pay for
44. Are there any judgments against you, either as principal, endorser or surety in any Court in this State, and, if yea, state in what Court, when rendered, and the amount due thereon? None

45. Who advances to your tenants or laborers? No all that is done
46. (1) Is your farm leased to any one? no (2) Has any person a right to possession thereof, aside from yourself? no -
47. (1) If rented, state distance of land herein described from your place of residence? On the lot # 257.
 (2) Where is your place of residence? (State fully) On the lot # 257.
48. (1) Is any part of your land subject to overflow, state fully? no -
 (2) If you ever lost a crop from this cause, state when? never
49. At what value did you return this land for taxation last year? \$ 900⁰⁰ as I recollect now
50. Have all taxes against said land which have accrued to the date of this application been paid? Yes
51. For what purpose do you desire this loan? To pay off a loan made me 5 years ago
52. Are you principal or surety on the bond of any tax collector or county treasurer? no.

DIAGRAM of land herein described must in every case be here given, SHOWING LOCATION OF STREAMS, BUILDINGS and IMPROVEMENTS, CULTIVATED, UPLAND, SLOUGH and TIMBER.



Dated March 13, 1891 John J. Ragan, Sr. Applicant.

GEORGIA, } I, John J. Ragan Sr. the applicant,
Shoos County. } do swear that the representations contained in the foregoing application are true, and are made by me to be used by William E. Simmons, who is my agent in procuring for me the loan desired.

Sworn to and subscribed before me, } John J. Ragan Sr.
 this 13 day of March 1891 }

Justhansen Munnice
 Noty. Pub. Shos, G. A.

AGREEMENT.

Thomasville GA. March 14 1891

TO WILLIAM E. SIMMONS, LAWRENCEVILLE, GA.

I hereby constitute you my agent, and request and authorize you as such to negotiate for me a loan of Four Hundred & Eighty Dollars, on 3 years' time, with interest at 8 per cent. per annum, payable annually, at such place as you may name. Said loan to be evidenced by my note of the form used by you, and said note and loan to be secured by an absolute Deed to my farm, consisting of 180 acres, situated about 7 miles of the town of Boston in Thomas County, Georgia.

Said Deed is to be of the form used by you, the lender to give bond to reconvey said property to me on compliance with the terms and conditions stated therein, in pursuance of Sections 1969, 1970 and 1971 of the Code of Georgia of 1873, interest to commence on the day this application is accepted by the lender from whom you obtain the money. I further agree to pay you for negotiating said loan a commission of Thirty Eight \$⁰⁰/₁₀₀ Dollars, to be paid at the time of closing the loan; and if I decline to accept the loan for any reason, I agree to pay said commission at once. I also authorize you to pay off all liens (including taxes due) against said property; and I hereby certify that the total amount of indebtedness against said property does not exceed \$ 440⁰⁰

I hereby authorize you to insure said property for \$ for years, in such Company as you may select, and pay the premium out of the loan. I further certify that there has been no building or improvement to building made on said premises during the last three months.

I also hereby agree to pay the cost of recording my Deed covering property offered as security for this loan.

In case you succeed in negotiating my application for the loan, I authorize you to send check for the same to Haussell Mumill my local agent, less commission, as agreed.

John Le Lewis