

Within the County of Santa Rosa, State of Florida, personally appeared before me, Notary Public of said County, Josephine C. Adams, to me well known and whose legal status is ascertained and believed to be the foregoing deed of Gift, for the consideration, uses and purposes therein mentioned, and that the same is her own free act and deed.

Testimony whereof I have hereunto set my hand and affixed my seal this 4<sup>th</sup> day of January, A.D. 1866.

John Chavis  
Notary Public

Recorded August 26<sup>th</sup> A.D. 1872  
J. W. Smith  
Clerk

563.  
agreement  
between  
William  
J. Hays

This agreement made and entered on this 24<sup>th</sup> day of April 1872 by and between Nelson's Diamond of St. Rose County, Fla. and Wm J. Hays of Milton Fla. (Miltonville), that the said Nelson's Diamond doth hereby sell and agree to deliver to the said William J. Hays at Perry Pass, Florida during the ensuing season, the following Pick Pine Timber to wit: — One hundred (100) Acres of Timber, as all they may get out at the following State of prices to wit: 14 cents per cubic foot of timber averaging 100 feet and classing B 1/2 up and under 1/2 less on Timber classing B 1/2 and under half a cent advance or deduction for each five feet increase or decrease in the diameter.

In case any Timber is delivered, classing under B one it is not to be included in this Season's Price but Wm J. Hays is to have the option of taking it at the market Price. Wm J. Hays, hereby agrees to advance to the said Nelson's Diamond from time to time, such reasonable sums as may be needed to manufacture and haul said timber, and raft it to the market for such advances they are to pay the usual interest 5% and commissions 5%. Any Balance due upon Timber delivered after payment of the advances is to be settled in cash and said Nelson's Diamond hereby gives to William J. Hays a Lien and Mortgage as security for such advances, upon all Timber so far as gotten out, wherever it may be, and he hereby authorizes William J. Hays or his Agent, in case of any default to the said Nelson's Diamond whenever he may deem necessary for his security, to take possession of and haul the said timber wherever it may be, and set it to market, leaving the final settlement of Accounts with them or their Assignees until the timber reaches the market.

It is also agreed and understood that in case of any sudden defect being found in said timber after delivery of same, said Nelson's Diamond shall be bound to make good any damage caused by said defect to Wm J. Hays and the said Nelson's Diamond hereby agrees not to contract with any other party for the sale or delivery of Timber until the fulfillment of this contract, and allows Wm J. Hays the receipt of \$150.00 cash this date and \$1,206.00 five and

564  
um  
M. S. Lee  
with  
Wm J. Hays