

pay the usual interest & put out commission 5%  
 Any balance due upon timber delivered, after payment of the advances  
 is to be settled in bank and said White & Bro. hereby gives to Wm  
 J. Hyman, a lien and Mortgage as security for such advances upon  
 all timber as far as gotten out, or hereafter it may be and he hereby  
 authorizes William J. Hyman or his Agent, in case of any account  
 to the said White & Bro. or whenever, he may think it necessary  
 for his security, to take possession of any tract the said timber  
 wherever it may be, and get it to the market, leaving the final  
 settlement of account with them or their Representatives  
 until the timber reaches the market.

It is also agreed and understood that in case of any hidden defect  
 being found in said timber after the delivery of said settlement for  
 the same, the said White & Bro. guarantees to make good  
 any damage caused by said defect to Wm J. Hyman, and the said  
 White & Bro. hereby agrees not to contract with any other party  
 for the sale or delivery of Timber until the fulfillment of  
 this contract & acknowledges the receipt of Sixty four Thousand  
 in supplies, as an advance on this contract.

In witness Whereof, the Parties of this contract, have  
 hereunto set their hands.

in presence of  
 J. J. Ward  
 White & Bro  
 J. Lewis White  
 Wm J. Hyman

State of Florida  
 County of Santa Rosa  
 Personally appeared before the  
 undersigned Clerk of the Circuit Court  
 John G. Ward, who being sworn in due form of law deposes  
 and says, that he saw White & Bro. by Lewis White sign  
 the foregoing agreement and Wm J. Hyman or the same for  
 the consideration, uses and purposes, therein mentioned and  
 affirm that he signs the same as a witness  
 John G. Ward

Subscribed & subscribed before me this  
 27<sup>th</sup> day of December 1873.  
 J. B. Smith  
 Clerk Circuit Court  
 Received Dec 27<sup>th</sup>  
 1873  
 J. B. Smith  
 Clerk