

Agreement to sell their homestead and State.

Proposed by
John G. Ward

Walter's estate
Melville J. Heyer

State of Florida
Santa Rosa County

Personally appeared before the undersigned Clerk of the local court in and for said county, John G. Ward, who being sworn in due form of Law, deposes and says, that he saw, Walter's estate and Mr. J. Heyer, sign and deliver the foregoing instrument of writing for the consideration therein specified therein mentioned and that he signed the same as a witness.

John G. Ward

(JG)

For witness whereof I have hereunto set my hand & seal in office this 28th day of February A.D. 1876

Walter's estate
Melville J. Heyer

Witness
John G. Ward
Melville J. Heyer

443.

Original

Agreement of
M. C. Stokes
&
Mr. J. Heyer

This agreement made & entered into this 28th day of Febry. 1876, by and between Milton C. Stokes, of Santa Rosa County, Fla. and Mr. J. Heyer, Milton, Fla. Witness that the said Milton C. Stokes, does hereby sell and agree to deliver to the said Mr. J. Heyer at Milton, Fla. during the ensuing season the following Yellow Pine timber, to wit, three thousand pieces of above timber at the following scale of prices to wit: 11 1/2 cents per cubic foot for timber averaging four feet and clearing 30 up, and one cent advance or deduction for each five feet increase or decrease, in the average. Mr. J. Heyer hereby agrees to advance to the said Milton C. Stokes, from time to time, such reasonable sums as may be needed to manufacture and haul said timber and sell it to the market, for which advances he is to pay the usual interest and commissions @ 12 1/2 % and all supplies of carted cost & charges @ 5 % Commission. Any balance due upon timber delivered, after payment of the advances, is to be settled in cash and said M. C. Stokes, hereby gives to Mr. J. Heyer a lien and priority as security for such advances, upon all timber as far as gotten out, wherever it may be, and does hereby authorize Mr. J. Heyer or his agent in case of any accident to the said Stokes or otherwise he may think it necessary for his security to take possession of and haul the said timber wherever it may be, and get it to market, leaving the final settlement of account with him or his representative until the timber reaches the market.

Timber to be delivered in Mr. J. Heyer's name
Stokes, at Milton, Fla. and to be hauld from
Sag Harbor or other place to be named as come

Handwritten initials or mark