State of Florida } Before the undersigned Clerk of the Circuit
County of Santa Rosa } Court in and for said County personally
Came R R Hinchem a person well known
to me who after being sworn in due form of law deposes and
says that he saw Daniel Newman sign the forgoing instrument
of Writing for the consideration uses and purposes therein
mentioned and at the same time saw W C Benbow sign
the same as an attesting witness and affiant did likewise
Swom to and subscribed before me
this 5th day of September AD 1878 Robert R Hinchem

R R Sheppard
Clerk C Court

Recorded this Sept 6th AD 1878

R R Sheppard
Clerk

Agreement between J Gundersheimer & Co & E P Holley

This Agreement made and entered into this 1st day of August 1878 by and between E P Holley of Santa Rosa County Fla and J Gundersheimer & Co of Morton Ala. Witnesseth, that the said E P Holley do hereby sell, and agree to sell and deliver to the said J Gundersheimer & Co at Ferry Pass Florida by or before 1st March 1879 the following Both pine Lawn Timber to say
All that he can manufacture at the following scale of prices to Wit Market Rate per Cubic foot for Timber on average
Feet and Crossing 13 (a better) and with advance
a deduction for each foot Measure a decrease in the
average, and more a lug on each log Clear. In case any
Timber is delivered Clasing under 13 one it is not to be included
in this scale of Prices but said J Gundersheimer & Co hath the option
of taking it at the Market Price — J Gundersheimer & Co hereby
agree to advance to the said E P Holley supplies at Market Price
to Manufacture and have said Timber and Raft delivered to Market
for which advances To pay the usual Interest
and Commission any ballance due upon Timber delivered after
payment of Advances is to be settled in Cash and the said E P
Holley hereby gives to J Gundersheimer & Co a Lein and Mortgage
upon all Timber, as fast as gotten out, wherever it may be and
does hereby Authorize J Gundersheimer & Co or there agents in
Case of Any to the Said E P Holley
or whenever they may think it necessary for their security to take
possession of and Brand said Timber wherever it may and get
it to Market. leaving the final settlement of Accounts with J
Gundersheimer & Co or their representatives until Timber reaches
the Market. Said E P Holley agrees to Brand the said Timber
H — as soon as Manufactured and to deliver as soon as
Water permits to J Gundersheimer & Co at Ferry Pass &Co
for Inspection. And the said E P Holley hereby agrees not to
Contract with any other party for the sale & delivery of Timber until
the fulfillment of this Contract and acknowledges the receipt of
Ten hundred and Twenty one $ dollars as an advance on this