

Agreement, Nov 1882 New York May 21<sup>st</sup> 1883

J. W. Mathews  
L. W. Mathews

I, the undersigned has received from the firm of John Mathews one apparatus consisting of One Electric Iron Generator base No 20, One Mangle Dispensing 2 face dated apparatus style known as the Hamilton with four springs and one leverage one 4x Buller style D. T. H. fountain one 8x gallon pump obtained to the undersigned this day to be used at Blackwater Falls Ross County, Florida under a bargain for the sale thereof and under which bargain he has given personal property owned by the undersigned and free from all liens or encumbrances consisting of the sum of \$162.00 Dollars Cash and agrees to make the further total payments of \$162.00 in installments represented by his three notes as follows: I. all dated May 21<sup>st</sup> 1883 bearing 6% interest per Annum of \$50.00 each payable respectively the twentieth of June 2<sup>nd</sup> July 2<sup>nd</sup> and one note for \$62.00 payable August 20<sup>th</sup> 1883. payable to the order of John Mathews & Co. and the obligation to pay the above installments or notes and to comply with the conditions of this agreement shall not be imposed by reason of damage or destruction or loss of the above apparatus while in his possession but the said apparatus is to be insured and kept in good order by and at the expense of the undersigned. II. And it is expressly understood that the said firm of John Mathews neither parts with nor do the undersigned acquire any title to the said apparatus until the payments represented by said note or several notes are fully paid. III. And in case of failure to deliver the aforesaid personal property as herein agreed to be delivered by the undersigned or a failure to make any one of the installment payments or to any one of the notes representing such payment as herein agreed then all of such payments installments and notes shall immediately become due and payable. IV. And in case of such default the said firm of John Mathews is hereby authorized without previous notice or demand either with or without process of Law to enter any premises where said apparatus may be and retake and remove said apparatus without any recourse by the undersigned against the firm of John Mathews for said removal or for any money or goods paid on account of this agreement bargain or apparatus. V. In case of such retaking and removal any personal property or money which may have been paid by the undersigned shall be taken to be a payment on account of the transportation erection risk use wear and tear depreciation in value diminution and removal of said apparatus. VI. And the said personal property note or money or either of them as paid by either with all installments payments or notes which shall have matured while the apparatus is in the possession of the undersigned or before she is retaken and removed as herein provided by the owner is agreed upon as the value of the transportation erection risk use wear and tear and depreciation in value of said apparatus.