

Mayer Bros
 Et al
 v
 A Lehman & Co

This agreement made this the 12th day of April AD 1888 and entered into between Mayer Bros late of the City of Pensacola, A Gentleman of the City of Pensacola Fla. A Lehman & Co of the City of New Orleans La and Lewis Crain of Santa Rosa County - Fla do mutually and voluntarily agree and in consideration of the premises and covenants hereunto set forth and for other valuable Considerations respectively and mutually agreed upon given & received by of from said parties to this agreement mutually & respectively It is hereby agreed that whereas said Lewis Crain in Company with his wife Victoria Crain on the 23rd day of July AD 1888 you do unto said Mayer Bros a Certain deed of Mortgage the same being duly recorded in Book D on pages 100, 101 & 102 in the office of the Clerk of the Circuit Court in the State County of Santa Rosa Fla. do Concerning certain real estate & improvements thereon lying & being situate in said state County of Santa Rosa Florida and being fully described in said Mortgage and whose said Mortgage was given in order to secure the said Mayer Bros in the payment of two Certain promissory notes made by him unto said Mayer Bros in the payment for Advances due furnished him by Mayer Bros under the agreements & covenants of said Mortgage all of which said notes covenants & agreements are fully described set forth in said instrument and whereas said Mayer Bros in the course of business assigned & transferred said notes Mortgage & agreement to said A Gentleman who in turn transferred and assigned them to said A Lehman & Co of New Orleans La as security for the payment of two Certain promissory notes subscribed by said A Gentleman to his own order and endorsed by him which said notes are fully described in an instrument of writing assigning said Crain Mortgage & notes from said Gentleman to said A Lehman & Co bearing date the 24th day of August 1887. Now this that the said Mayer Bros shall cancel said Mortgage & notes on the same being returned to them for that purpose consistent with the object of this agreement and shall release the said Lewis Crain, A Gentleman and A Lehman & Co from any and all liability whatsoever under & by virtue of said Mortgage & notes and his assignment of the same and from any indebtedness or liability the consideration for which said notes & Mortgage were given. And in turn said A Gentleman shall release said Mayer Bros and said A Lehman & Co from any & all right & liability whatsoever arising from by virtue of said Mortgage & notes or under said assignment of the same respectively what from Mayer Bros what from