

mgs
 416 Cash for
 to
 Chas W. Stanton

State of Alabama }
 Mobile County } Now all men by these
 In witness whereof, then for and in considera-
 tion of the sum of Five hundred and forty
 eight and 7/10 Dollars in hand paid to F H Cobb Jr
 of Santa Rosa County State of Florida party of the first
 part by Chas W. Stanton of Mobile County State of
 Alabama, the receipt whereof is hereby acknowl-
 edged, the said party of the first part has and does
 by these presents bargain sell and deliver unto the
 said party of the second part all the pine logs in
 Cold Water Creek, Santa Rosa County Florida, which
 belongs to the said party of the second part, or any
 in which he is interested to the extent of his interest
 in the same, said logs marked with blaze in middle
 with X M timber lines. To have and to hold unto the
 said party of the second part his heirs and assigns
 forever. Provided however, and it is understood
 and agreed that if the said party of the first part
 shall will and truly pay or cause to be paid his
 certain promissory note of even date herewith, for five
 hundred and forty eight and 7/10 Dollars, payable to
 the order of the said party of the second part thirty days
 after date at the People's Bank Mobile Alabama, then
 this instrument to be null and void otherwise
 to remain in full force and effect. It is further
 understood and agreed, that at the time of the making
 of this mortgage, the said party of the first part has sold
 to H. Boers & Co. of Pensacola Florida, a sufficient number
 of logs in said Creek to complete a contract with said
 Boers & Co. wherein he sold to said parties thirty three
 thousand logs, and of which number about three
 thousand have not been delivered, but are in said
 Creek, but not separated from the rest of the logs in
 said Creek. This mortgage is therefore given
 on all the logs in said Creek belonging to said
 party of the first part, or in which he is interested,
 in order to make the description of the property certain
 and definite, but it is understood that said party
 of the first part has the right to take a sufficient
 number of the logs to complete the number due
 under said contract and that when said logs are
 so separated and delivered to the said H. Boers & Co, that
 the lien on the same under this mortgage shall
 cease as to such logs, and that they shall be
 the property of said H. Boers & Co of Pensacola Florida.
 It is further understood and agreed that the said
 party of the first part undertake, and agreed to
 deliver the said logs in Magnolia Boom, at Milton
 Florida, free of any expense to said party of the second
 part as good as it is practicable to do so,
 Should the said party of the first part fail to pay or cause