

J. C. HOWELL, Jr., A witness for defendants, being by me first duly sworn, upon oath testified as follows:-

DIRECT EXAMINATION

Questions by Judge John C. Avery.

Q What is your name?

A J.C.Howell, Jr.

Q Where do you reside Mr. Howell?

A In Marble Valley, Coosa County, Alabama.

Q Were you, in the month of February, 1917, acquainted with the Gateswood Naval Stores Company, an Alabama corporation, one of the defendants in this case?

A Yes sir.

Q What, if any, connection did you have with that Company?

A I was President and Director of the corporation.

Q Who were the other officers?

A V. H. McKeown was Vice President and Elkin G. Taylor, Secretary and Treasurer.

Q They constituted the Board of Directors?

A Yes sir.

Q There were no other Directors?

A No sir.

Q Who were the stockholders of the corporation?

A Mr. McKeown, Mr. Taylor and myself.

Q So that all the stockholders were directors?

A Yes sir.

Q At that time were you acquainted with the complainant in this case - West Florida Naval Stores Company, a Florida

corporation?

A Yes sir.

Q Did you have personally any dealings with that Company?

A Yes sir.

Q Who, in those dealings, represented the West Florida Naval Stores Company?

A Mr. Mitchell - Mr. R.F. Mitchell.

Q Do you remember, Mr. Howell, that on February 2, 1916, a certain paper, a copy of which is attached to the bill of complaint in this cause, was signed in Pensacola in the name of Gateswood Naval Stores Company, purporting to be a mortgage?

A Yes sir, about that time we give the West Florida Naval Stores Company a mortgage.

Q Examine this paper, Mr. Howell, and state whether that is the instrument that you refer to. (Handing witness mortgage) Look at the description of property in it also.

Mr. Howell - having examined this paper (Exhibit A to U.C. Howell, Jr.'s testimony), state where that paper was signed.

A This paper was drawn in Mr. Mitchell's - the West Florida Naval Stores Company's office, and signed there, but my recollection is that we went around to Welles-Kahn Grocery Company's office and got a Notary there to take the acknowledgement.

Q It was prepared and submitted to you by Mr. Mitchell as President of the West Florida Naval Stores Company?

A Mr. Hayes drew the paper - thats my recollection.

Q Was Mr. Mitchell present?

A Yes sir, he was present in the office.

Q Now, prior to the time that that paper was signed, February 2, 1916, what conversation or dealings did you have with the West Florida Naval Stores Company in contemplation of the signing of this paper.

MR. WATSON: To that question we object on the ground that it is irrelevant and immaterial - on the ground that whatever negotiations might have been had before were merged in the written instrument; upon the ground that it seeks to lay a predicate to vary the written instrument by parol testimony.

Q Withdrawing that question, Mr. Howell, I will call your attention to this: State whether this paper that you have just testified about was, before the signing of it, submitted to the Board of Directors, or to a meeting of the stockholders of Gateswood Naval Stores Company?

MR. HAMILTON: We object to that question upon the ground that the minute books and records of the corporation is the best evidence as to what was done by the Board of Directors, or the stockholders at any meeting.

Q Now then listen to the question as it will be read to you and then answer.

(QUESTION REREAD BY COMMISSIONER)

A No sir, it wasn't submitted to the Board of Directors or the stockholders of the Gateswood Naval Stores Company.

MR. HAMILTON: We move to exclude the answer of the witness upon the same grounds as interposed in the objection to the question.

Q Have you the minutes, or the minute book of the

Gateswood Naval Stores Company with you, and if you have - please examine it and refer us to any entry in the minutes of the Gateswood Naval Stores Company referring to this document purporting to be a mortgage, constituting Exhibit "A" to the bill of complaint and your testimony.

(EXAMINING BOOK, witness answers)

A No sir, there is nothing mentioned in the minute book about any mortgage at all.

MR. WATSON: We object to the question on the ground that the book itself is the best evidence of its contents. We move to exclude the answer to the question on the same ground.

Q Now you have in your hands the minute book, have you, of the Gateswood Naval Stores Company?

A Yes sir.

Q Will you please submit it to the examination of the counsel on the other side- Mr. Watson and Messrs. Lee and Hamilton?

A Yes sir. (Hands minute book to counsel*)

Q You say you find no minute in there with reference to that document?

A No sir.

Q Is there a minute in any other book, or in any other paper, in reference to this mortgage?

A No sir. Thats the only minute that we ever carried.

JUDGE AVERY: The defendant offers in evidence mortgage dated February 2, 1916, and executed by the Gateswood Naval Stores Company by J.C. Howell, Jr., President, Gateswood Naval Stores Company by Elkin G. Taylor, Secretary.

and Treasurer, and marks the same Exhibit "A" to the testimony of J.C.Howell, Jr.

JUDGE AVERY: The defendant also offers in evidence the Minute Book, and marks the same Exhibit "B" to the testimony of J.C.Howell, Jr.

MR. WATSON: We reserve the right to move to exclude the minute book upon examination of it and cross examination of the witness.

Q Mr. Howell, was this paper purporting to be a mortgage, and which we have designated as Exhibit "A" at any time discussed, or considered at any meeting of the Directors, or of the stockholders of Gateswood Naval Stores Company?

A No sir, we never discussed it at any meeting.

Q As I understand then, the only transaction was that which you have testified about as having occurred in Pensacola in the office of the West Florida Naval Stores Company, the complainant in this case?

A Yes sir. I will tell you just how it was. The West Florida Naval Stores Company furnished us money to operate our business out there on and in borrowing this money we never made any comments or any records of any kind on our minutes. We would come and borrow money, sign different mortgages and go along and use the money, getting our credits as we shipped in the stuff, and thats about all there is to it. Thats about how we did the business.

Q Then when it came to the making of the mortgage, Exhibit A, that occurred in Pensacola?

A Yes - we came in here to Pensacola to borrow the money to operate on that season, fixed up the mortgage and

there was no record of it at all made on our minutes.

Q Now Mr. Howell, I wish you would look at that paper marked Exhibit "A", and state whether or not the property described there constituted the entire property of the Gateswood Naval Stores Company at the time. Read it carefully so that you can answer the question intelligently.

MR. WATSON: Note our objection to the question on the ground that it is immaterial and irrelevant.

Q (Reread by Commissioner)

A Why, as I recall it now, we had five head of mules and we had more than two head of horses. We had four head of horses, and this calls for two head of horses.

Q Well, with that exception, if that is an exception, state whether otherwise that is the description of the entire property of Gateswood Naval Stores Company?

MR. HAMILTON: We object to the answer of the witness on the same grounds as interposed in the objection to the question.

A That's a description of the property all except the two head of horses. They don't seem to be included here.

Q That is a description of all the property?

A Yes sir.

MR. HAMILTON: The complainant moves to exclude the answer of the witness upon the same grounds as interposed in the objection to the question.

Q State whether after the date of that instrument, Exhibit "A", Feb. 2, 1916, it was taken up before, and considered by, a Board of Directors at a meeting of the

stockholders of the Gateswood Naval Stores Company, or ratified.

MR. WATSON: We object to the question on the ground that it is irrelevant, and immaterial, and on the additional ground that it calls for the opinion of the witness.

Q (Question reread by Commissioner)

A No sir, it wasn't.

MR. HAMILTON: We move to exclude the answer of the witness upon the same grounds as interposed in the objection to the question.

Q I understand then, Mr. Howell, that this document was never considered by the Board of Directors, or by a meeting of the stockholders of the Gateswood Naval Stores Company?

A No sir, we never discussed anything pertaining to it in our meetings at all.

Q Where at that time and since, has been the office of the Gateswood Naval Stores Company?

A Gateswood, Ala.

Q In this document, Exhibit "A" there is a reference made to a turpentine lease. Please look at that in the instrument so as to familiarize yourself with it. State whether you have in your possession or control the lease referred to in that ~~skain~~ paper?

A No sir, I haven't got it.

Q Do you know what has become of it?

A I turned that lease over to the West Florida Naval Stores Company.

Q Have you that lease with you, Mr. Mitchell - I would like to produce it Mr. Watson.

(COMPLAINANT PRODUCES LEASE)

Q Is this paper that I now exhibit to you the lease

referred to?

A Yes, that is the paper. (After examining paper)

JUDGE AVERY: We introduce that as Exhibit "C" to J.C. Howell Jr.'s testimony.

Q This paper, Mr. Howell, upon its face purports to be a paper by James D. Ruas and J.J. McCaskill, Jr., parties of the first part, and James C. Howell, Jr., party of the second part. James C. Howell, Jr., refers to yourself, I believe?

A Yes sir.

Q That paper upon its face seems to have been recorded. Look at it and see please.

A (Examining paper) Yes sir, it was recorded at Bay Minette, Ala.

Q Baldwin County?

A Yes sir.

JUDGE AVERY: We especially offer that as Exhibit "C-2".

Q Mr. Howell, did you ever assign or transfer this lease to anybody - to the Gateswood Naval Stores Company?

MR. WATSON: To that question we object on the ground that it is reelevant and immaterial.

(QUESTION REREAD BY COMMISSIONER)

A No sir, I didn't transfer it to the Gateswood Naval Stores Company. In fact, I didn't have the lease.

MR. WATSON: We move to strike the answer upon the same grounds as interposed to the question.

MR. HAMILTON: I would like to interpose a further objection to this question upon the further ground that the Gateswood Naval Stores Company is estopped from setting up that they were not the owners of the lease by the giving of the mortgage.

Q Do you remember the giving of a mortgage by Gateswood Naval Stores Company to Dr. G. W. Taylor?

A G. F. Taylor?

Q G. F. Taylor.

A Yes sir.

Q Have you in your possession or control, or has the ^{wood} Gates/Naval Stores Company in its possession or control, that mortgage?

A No sir.

Q Look at this paper purporting to be a certified copy of a mortgage from the Gateswood Naval Stores Company of Baldwin County, Alabama, a corporation to G. F. Taylor, Colquett County, Ga.

MR. HAMILTON: Complainant reserves the right to object to the question relative to the purported certified copy of the mortgage when the same is offered in evidence.

Q Are you familiar with that document, Mr. Howell?

A Yes sir, I am familiar with it, and familiar with why we gave it.

Q Now the original of that mortgage was signed how - look at it and see.

MR. HAMILTON: We object to the witness testifying as to how the original of the mortgage was signed because the mortgage itself is the best evidence as to how the same was signed and second, that the original mortgage itself has not been accounted for, and third, John A. Carlton, a party to this proceeding sets up in his answer that he is the owner of said mortgage and is seeking to have the Court enforce his rights under the same.

(QUESTION REREAD BY COMMISSIONER).

A It was signed by myself, J.C.Howell, Jr.

Q As what officer?

A President.

Q Of what Company?

A Of the Gateswood Naval Stores Company.

Q And who else?

A Elkin G. Taylor signed the original mortgage as Secretary & Treasurer, and endorsed by J.C.Howell, Jr., and V. H. McKeown.

Q Endorsed by them individually?

A Yes sir.

MR. HAMILTON: Complainant moves to exclude the answers of the witness upon the same grounds as interposed to the objection to the question.

JUDGE AVERY: This document, which will be marked Exhibit "D" to J.C.Howell, Jr's testimony, is offered in evidence - counsel for the defense stating that if under the laws of the State of Alabama where the cause is pending, and with which he is not thoroughly familiar, a certified copy of a mortgage is not admissible, as in the State of Florida in lieu of the original, the original will be produced, and with permission of the Court, or by consent, filed in the cause.

MR. HAMILTON: Complainant objects to the introduction of what purports to be a certified copy of the purported mortgage of the Gateswood Naval Stores Company to G. F. Taylor upon the grounds, first: That the paper offered is a certified copy of said mortgage. Second, that there is nothing in the evidence tending to show that the respondent

John A. Carlton, who sets up title to the mortgage has not the possession of the same. Third: That the possession of the said mortgage has not been accounted for. Fourth: It has not been shown by the evidence that said mortgage has been lost or destroyed. Fifth: That the Gateswood Naval Stores Company has not shown that they were authorized to execute the said mortgage and sixth, that said mortgage is not self proving in that the proper acknowledgement required by the laws of the State of Alabama is not attached to the said mortgage showing the execution thereof.

Q Mr. Howell, state whether in the month of October, 1917, you and Mr. McKeown were present in the City of Pensacola in conference with Mr. John A. Carlton, claiming at the time to be the owner of this mortgage shown by Exhibit "D"?

A Yes sir, we were.

Q State whether at that time an agreement in writing was prepared designating P.W. Carlton Agent, and authorizing and empowering him to take charge of the assets of Gateswood Naval Stores Company, and operate or dispose of them for the benefit of John A. Carlton?

MR. WATSON: To that question we object on the ground, first: That it is immaterial and irrelevant. Second, that it calls for the contents of the document without its production. Third: That no such agreement would be valid or effectual as against the complainant. Fourth: That no proper predicate has been laid for proving the contents of the conveyance as provided by the rules and laws of Alabama.
(QUESTION REREAD BY COMMISSIONER)

A Yes sir, we made the agreement all right.

MR. HAMILTON: We move to strike the answer to the question upon the same grounds as interposed in the objection to the question.

Q Where, Mr. Howell, is that document?

A I don't know where the document is. We signed it here in Pensacola, and it was carried back to Gateswood, and I am under the impression that Mr. McKeown has the document, although he does not seem to recall it.

Q You haven't possession of it?

A No sir.

Q You have the impression that Mr. V. H. McKeown has it?

A Yes sir.

Q That was signed how, and by whom?

MR. HAMILTON: We object to this question on the ground that the writing itself is the best evidence as to how it was signed and by whom.

JUDGE AVERY: Counsel for the defendants states that this testimony is offered to be used in the event of the inability of the defendants to produce the original.

(QUESTION REREAD BY COMMISSIONER)

A It was signed by J. C. Howell, Jr., V. A. McKeown and P. W. Carlton - I think he signed that agreement. I am sure Mr. McKeown and myself signed it.

MR. HAMILTON: We move to exclude the answer of the witness to this question upon the same grounds as objections were interposed to the question.

Q State whether there was, or was not under written, a personal consent by J. C. Howell, Jr., and Mr. McKeown for the execution of it?

MR. HAMILTON: The complainant objects to this question

upon the ground that the writing itself is the best evidence as to what it contains, and no proper predicate has been laid authorizing the witness to testify as to the contents of the writing.

QUESTION REREAD TO WITNESS BY COMMISSIONER.

A Yes sir.

MR. HAMILTON: We move to exclude the answer of the witness upon the same ground as interposed in the objection to the question.

Q Now, Mr. Howell, I will ask you to state as near as you can remember, using the language as nearly as you can remember, the contents of that agreement.

MR. HAMILTON: We object to that question, first, upon the ground that it calls for the contents of a written instrument, and the writing itself is the best evidence. Second: No predicate has been laid which would authorize the witness to testify to the contents of the same.

QUESTION REREAD TO WITNESS BY COMMISSIONER.

A Well, the agreement between us and P. W. Carlton was this. We turned the management of the Gateswood Naval Stores Company over to P. W. Carlton, and he was to manage the business and sell the products - the turpentine that he gathered, and pay the expenses of the business and apply it on the second mortgage to pay off the indebtedness.

Q What mortgage was that?

A That was the mortgage to Dr. G. F. Taylor.

MR. HAMILTON: The complainant moves to exclude the answer of the witness upon the same ground as interposed in the objection to the question, and upon the further ground that

the answer of the witness is not material to any of the issues involved in this case.

Q State now, Mr. Howell, whether there was a meeting held at the office of Gateswood Naval Stores Company in Alabama at which the making of this agreement, which we will designate as Exhibit "E" was considered and approved?

MR. HAMILTON: We object to that question upon the ground that the minutes of the corporation is the best evidence as to what took place at the meeting, and the minutes have been already introduced in evidence by the respondent, and the said minutes show no such meeting.

QUESTION REREAD TO WITNESS BY COMMISSIONER.

A Yes, we had a meeting all right and agreed in this meeting to confirm that contract that was with Mr. P.W. Carlton to be Manager of the business, and these minutes were partly written, but they haven't been put on the records.

Q They were partly written by whom?

A By Mr. McKeown.

MR. HAMILTON: We move to exclude the answers of the witness upon the same grounds as interposed in the objection to the question, and upon the further ground that the answer of the witness discloses that the testimony sought is immaterial to any of the issues involved in this case.

Q I will show you a paper now, which we will designate as Exhibit "F", and ask you if that is the partial writing of the minutes that you speak of?

A Yes sir, that's it.

MR. HAMILTON: We object to what purports to be a partial

minute of the Gateswood Naval Stores Company upon the ground, first: That it is immaterial and irrelevant. Second, that it is not pertinent to any issues in this case.

Q Who attended that meeting, Mr. Howell?

A Myself, J.C. Howell, Jr., and V.H. McKeown.

Q In discussing this matter with John A. Carlton in Pensacola at the time that I referred to, was the fact that ~~he~~^{you} had not assigned to the Gateswood Naval Stores Company this McCaskill lease discussed?

MR. HAMILTON: We object to this question because it is irrelevant and immaterial, second, that whatever agreement or understanding may have been had between witness and John A. Carlton would not be binding upon complainant, and, third, that Gateswood Naval Stores Company would be estopped from denying that they were the owners of the said lease by the giving of the mortgage as shown by Exhibit "A"

A Yes sir, it was mentioned and I told Mr. Carlton that I had not transferred the lease.

MR. HAMILTON: We move to exclude the answer of the witness upon the same grounds as set forth in the objections to the question.

Q Now going back a little bit - at the time that this document shown by Exhibit "A", this paper purporting to be a mortgage by Gateswood Naval Stores Company to West Florida Naval Stores Company, was executed, there were certain notes mentioned in that mortgage. You have seen that, haven't you?

A Yes sir.

Q Were those notes executed at the same time that the mortgage was?

A Yes sir.

WEST FLORIDA NAVAL STORES
COMPANY,

Complainant.

-vs-

GATESWOOD NAVAL STORES CO.
AND JOHN A. CARLTON,
Defendants.

IN THE CIRCUIT COURT
EQUITY SIDE
STATE OF ALABAMA
BALDWIN COUNTY

Come Stone and withdraw their appearance
as Solicitors for defendants in this cause,

Howe Howe

*et al
per
1/15/52
H. Howe
H. Howe*

State Alabama
Baldwin County

This Indenture, made on this 2nd day of February A. D. 1916
by and between Gateswood Naval Stores Company
a corporation organized and doing business
under the laws of Alabama, its principal
office at Gateswood Alabama

of the County of Baldwin State of Alabama
part... of the first part, and WEST FLORIDA NAVAL STORES COMPANY, a corporation created
and existing under the laws of the State of Florida, party of the second part.

WITNESSETH: That the said part 2 of the first part, for and in consideration of the sum of
Twenty thousand five hundred Dollars
(\$ 20500⁰⁰) to the said Gateswood Naval Stores
Company

paid by the said party of the second part, the receipt whereof is hereby acknowledged, the said
part... of the first part do... hereby grant, bargain, sell, assign, set over and convey unto the said
second party, its successors and assigns forever all the following described property, the same being
in the County of Baldwin
and in the State of Alabama as follows:

One (2) 25 barrel turpentine still, and all the fixtures and appurten-
ances thereunto belonging or appertaining, together with the land including and on which the same
and the buildings appurtenant thereto or connected therewith, are or may at any time before the
cancellation hereof and any renewal hereof be situated; and the right to use and operate the same for
the manufacture of naval stores, and for the purpose of conducting a naval stores business.

Also the following described horses, mules and oxen:

5 Head of Mules } Description waived but
2 Head of horses }
are the same mules and horses now used
in their turpentine business.

The lien of this mortgage to attach and be effective on all the live stock, articles, vehicles and
things, as well as leases for turpentine purposes and personal property in general, that may be here-
after acquired, either as additions to that mentioned herein or in lieu of such as may die, wear out
or be used therefrom in the regular course of business.

Exhibit "a" to J. C. Howell's Jr. Testimony

Also all vehicles described as follows:

3 - Two Horse wagons

Together with 7 sets harness, 5 bridles and saddles sets buggy harness appurtenant to said business, or used, on or with any animals in connection therewith.

Also 175 dip barrels 1 steam pumps hand pumps 1 cooper shop tools and all tools, utensils, appurtenances and distiller's supplies, with all staves, heading, bungs, glue, batting and all material used in the cooperage business of the part of the first part.

Also 1 dwelling houses 45 shanties 1 commissary building 1 barn and lot and all buildings and structures of every sort on said premises, and generally all articles or things belonging to or for use in connection with said still or naval stores business, or that may hereafter before the satisfaction hereof be acquired for or used in connection with said business of the part of the first part.

Also all book and open accounts, notes, checks, bills receivable and all debts and evidences of debt now accrued or hereafter accruing from said naval stores business, or the commissary appurtenant thereto.

Also all the following real estate, to-wit:

Also

10 Crops Mc Coy Joseph Cupps
 7 Crops Baker Cupps
 5 Crops Seamless Cupps
 6 Crops Lindsie & Mc Coy Cupps.

Also, the following leases for turpentine purposes; said leases being hereby transferred, set over and assigned as additional security to the said party of the second part, its successors and assigns, together with all the right, title and interest of the said party of the first part, of, in, and to, the premises described, and the rights and privileges thereby granted, for the length of time and in the manner specified in each of said leases respectively, to-wit:

Lease dated December 15, 1911 made by J. Russell & J. McCaskey
to J. Howell Jr

and covering the following described lands:

About 10000 acres of land. Said lease being recorded in the records of Baldwin County Alabama February 9, 1912 in book 18 n.s page 659.

Also all the leases held, owned and controlled by the said part Y of the first part for turpentine purposes, which said leases are hereby transferred, set over and assigned to the said party of the second part, its successors and assigns, together with all right, title and interest of the said part Y of the first part in, and to the premises described therein, and all the rights and privileges thereby granted for the length of time, and in the manner specified in each of said leases respectively; also any other leases, leaseholds or other interests in land now owned, or hereafter acquired, during the continuance of this contract, until the indebtedness and obligation hereby secured are fully satisfied and discharged; together with all the right, title and interest of the said first part Y in and to the property covered thereby and described therein, and the rights and privileges thereby granted for the length of time and in the manner specified in each of said leases or conveyances, or other interest in lands.

Also all buildings, shanties and other structures, whether on lands herein described and conveyed or on other lands, with the full right of access to and egress from the same and the enjoyment thereof; also, all turpentine boxes, together with all rights appurtenant thereto, and all product therefrom, whether on lands covered hereby or on other lands now owned or controlled by the said part Y of the first part, or which may be acquired or controlled by the said part Y of the first part during the continuance of this contract, hereby warranting that the said part Y of the first part have at the present time the following:

- crops (containing 10,500 boxes each) virgin turpentine boxes, or cups.
- crops (containing 10,500 boxes each) yearling turpentine boxes, or cups.
- 5 1/2 crops (containing 10,500 boxes each) third year turpentine boxes, or cups.
- 2 8 crops (containing 10,500 boxes each) fourth year or pulling turpentine boxes, or cups.

Also all crude and manufactured turpentine, spirits of turpentine and rosin, and other products owned, or in any manner acquired by the said part Y of the first part during the continuance of this contract; including all crude turpentine in the boxes, at the still or elsewhere, and all products of said naval stores plant of every kind and character, and all which may, during said time, be purchased, gathered or manufactured by the agents or servants of the said part Y of the first part, or by any one for them, whether on any of the lands or leaseholds described herein, or other lands.

Also any increase of the above property, or any part thereof, until this mortgage is fully satisfied and discharged.

Also all other property, real, personal and mixed now owned or hereafter, during the continuance of this contract, acquired by the said first part Y, situated in the said Count Y of Baldwin and the State of Alabama saving and excepting herefrom only, all stocks of goods kept for sale now or hereafter contained in the commissary or store of the said part Y of the first part.

The said Mortgagor Y covenant and agree that they will cut 1 1/2 crops this winter.

Together with all and singular the tenements, hereditaments, rights, members, privileges and appurtenances thereunto belonging, or in anywise appertaining.

THE FOREGOING CONVEYANCE is intended to be and is a mortgage to secure payment of Six (6) promissory notes, all bearing date February 2, 1916

payable to the order of the said WEST FLORIDA NAVAL STORES COMPANY, at its office in Pensacola, Florida, the amounts and dates of maturity of said notes being as follows:

- One note for \$ 1950⁰⁰ Dollars, due June 15, 1916
- One note for 3750⁰⁰ Dollars, due July 1, 1916
- One note for 3750⁰⁰ Dollars, due August 15, 1916
- * One note for 3750⁰⁰ Dollars, due October 15, 1916
- One note for 3750⁰⁰ Dollars, due November 15, 1916
- One note for 3750⁰⁰ Dollars, due December 30, 1916
- One note for _____ Dollars; due _____
- One note for _____ Dollars, due _____

And it is understood and agreed that this instrument is intended to be and shall operate as security not only for the payment of the said notes above described but for all and every renewal thereof and for all other indebtedness of whatsoever kind or nature that may at any time within five years from the date hereof be due or owing from the part _____ of the first part to the party of the second part whether such indebtedness be now existing or hereafter arise and no matter how such indebtedness may be evidenced.

And the said part Y of the first part hereby expressly covenant _____ to and with the said second party, its successors and assigns, that they are seized and possessed of all the property hereby described and conveyed, and that they have full right, power and authority to convey or mortgage the same, and that all of said property, and that every part thereof, is free from incumbrances of whatsoever kind, with the exceptions herein mentioned, and that during the continuance of this contract, and until the indebtedness hereby secured shall be fully discharged, the same will be kept free from all other mortgages, judgment, liens, or incumbrance of any sort, whether by law or by contract, and the part Y of the first part binds himself to pay promptly when due all taxes, assessments or charges that may at any time be levied or assessed against any of the mortgaged property, it being understood that upon the failure of the part Y of the first part to pay any such taxes, assessments, or charges when due, the party of the second part at its option may do so and the lien of this instrument shall extend to secure it for all such payments made by it, together with interest at the rate of eight per cent. per annum from the date of any such payment.

And the said part Y of the first part further covenant _____ that they will not box, cut or work any trees upon lands of the United States, or upon any lands which have not been fully proven up; and that they will not purchase or in any manner acquire any crude turpentine or manufactured turpentine or rosin gathered or produced from trees upon lands of the United States, or upon lands which have not been fully proven up.

And it is further expressly agreed and understood by and between the parties hereto that this instrument shall operate as security for the performance by the party of the first part of all and every of the covenants, obligations and duties incumbent on the party of the first part by the terms of a certain contract called a shipping contract, now existing or entered into concurrently herewith, by which the party of the first part are bound among other things to ship and consign certain naval stores products to the party of the second part herein and to pay it certain commissions and other charges, and shall operate also as security for the performance on the part of the party of the first part hereto of the covenants, obligations and duties that may be incumbent on the party of the first part hereto by any other contract, or contracts, commonly called shipping contracts that may hereafter be made between the parties hereto at any time within five years from the date hereof or before the cancellation hereof.

And the party of the first part hereto covenants and agrees that the party of the first part will not during the life hereof, without the written consent of the party of the second part first obtained, conceal, sell, pledge, mortgage or otherwise dispose of or place liens on or attempt to conceal, sell, pledge, mortgage or otherwise dispose of, or place, or suffer to be created, liens on any of the property now on hand or which may hereafter be acquired, which shall be conveyed or covered by this mortgage or any renewal hereof.

It is mutually covenanted and agreed by and between the parties hereto, in consideration of the premises, that this instrument does not, and shall in no wise, affect or impair that certain indenture of mortgage executed and delivered by

Maleswood Naval Stores Company

in favor of *West Florida Naval Stores Company*

on *January 26*, A. D. 191*5* and duly recorded in the public records of *Baldwin* County, State of *Alabama*

on the *1st* day of *February*, A. D. 191*6*, in Mortgage Book # *14*, beginning on page *539* thereof:

Nor shall this instrument in anywise affect or impair the debts and demands secured by said mortgage or any of them; the same being now and at any time subject to foreclosure whenever the said party of the second part, its successors or assigns, may so desire, it being expressly the intention of the parties hereto to make this mortgage supplemental to the said mortgage above described, and to give additional security to the debts and demands therein specified, as well as to secure the amount herein mentioned.

The said first party further agree that *they* will, at *their* own expense, keep all the buildings, fixtures and improvements on said property in as good condition as they now are.

The party of the first part hereto agree that the indebtedness covered and secured by this

mortgage, and every item and part thereof, whether herein particularly described or not and whether now existing or hereafter arising, shall become immediately due and payable and this mortgage shall become immediately foreclosable for all sums secured hereby if the part y of the first part shall omit the doing of anything herein required to be done for the protection of the mortgagee, or if the said indebtedness or any part thereof or the said interest or any installment thereof shall not be paid according to the terms of the said notes above described or any renewal thereof, or if any other indebtedness or obligation of the part y of the first part secured hereby is not paid when due, or if the part y of the first part shall do anything prohibited by this instrument or said shipping contract or contracts, or shall omit the doing of anything required to be done by this mortgage or any renewal hereof or by the shipping contract or contracts hereinbefore referred to. And all costs and expenses, including attorneys fees and commissions incurred in collecting any indebtedness or obligation secured by this mortgage shall be a part of the indebtedness secured hereby and this instrument shall operate as a lien therefor on the mortgaged property. If a foreclosure of this mortgage be had or a suit to foreclose same be rightfully begun, the part y of the first part herein will pay all costs and expenses of such suit, including an attorney's fee to the attorney of the complainant foreclosing of fifteen dollars (\$15.00) and ten per cent. on the amount due the complainant which costs and fees shall be deemed to be secured hereby and included in the lien of this mortgage and in the sum paid to the complainant or decreed to be due in any suit brought to foreclose.

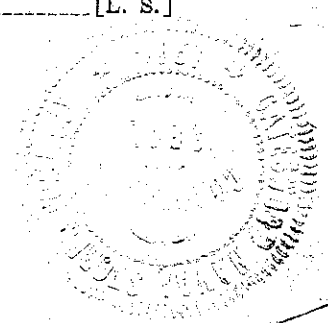
It is further agreed and understood between the parties hereto that upon the accruing of any default hereunder and the filing of a bill to foreclose by any holder hereof, that the complainant shall have the right to apply without notice to the part y of the first part (notice being hereby waived) to the Court in which such suit may be brought for the appointment of a receiver to take charge of the mortgaged property and to carry on the business pending the litigation, and the part y of the first part agree ~~that~~ that all costs of any receivership hereunder shall be borne and paid by the part y of the first part and shall be secured by the lien of this instrument.

IN WITNESS WHEREOF the said part y of the first part have hereunto set ~~their~~ hand and seal this 2nd day of February A. D. 1916

Signed, sealed and delivered in presence of

O. M. Bennett
W. O. Attridge

Waterwood Naval Stores Co [L. S.]
J. C. Howell & Co [L. S.]
Waterwood Naval Stores Co [L. S.]
W. E. Smith [L. S.]
 [L. S.]



State of Florida
Escambia County

Before the subscriber personally appeared J. C. Howell President, and
Wm. G. Taylor Secretary - Treasurer of Gateswood Wood Stone
Company
known to me to be the individual described in, and who executed the foregoing instrument, and ac-
knowledged that they executed the foregoing instrument for the uses and purposes therein set
forth.

Given under my hand and official seal this 2nd day of February A. D. 1916

H. C. Richards

Notary Public, State of Florida.
My commission expires March 8, 1919.

State of _____
_____ County

Before the subscriber personally appeared _____

known to me to be the individual described in, and who executed the foregoing instrument and to
be the wi _____ of _____
who on _____ private examination by me, held separate and apart from _____ husband, ac-
knowledged and declared that _____ executed the same freely and voluntarily, and without fear, ap-
prehension, compulsion or constraint of or from _____ husband, and for the purpose of renounc-
ing, relinquishing and conveying all _____ right of whatsoever kind in and to the said property.

Given under my hand and official seal this _____ day of _____ A. D. 191_____

STATE OF ALABAMA,
Pulaski County, }
I, J. H. H. Smith, Judge of
Probate for said county, hereby certify that the following
privilege tax has been paid on the within instrument as re-
quired by Acts 1902 & 1903 viz \$30 cts. 75
J. H. H. Smith Judge of Probate
By J. S. Kessler Clerk

OK

20500 ⁰⁰

Mortgage

Lakeswood No 6

to

West Florida No 2

THE STATE OF ALABAMA, } Office of the Judge of
 BALDWIN COUNTY, } the Probate Court,
 J. I. H. SMITH, Judge of said Court in and for
 said County, do hereby certify that the within instru-
 ment was filed in this office for record on the 21st
 day of March 1916, at _____
 o'clock _____, and I further certify that the
 same is duly recorded in Record Book No. 1541
 Page 484-86 and duly examined.
 Witness my hand this 21st day of
March 1916
J. I. H. Smith Judge of Probate Court

L. H. ...
West Florida No 2
Per ...

Jan 30, 1916
Rec 8, 75

52 11 ~~Sept. to June 15, 1916~~
\$ 1,750.00
#1808
PENSACOLA, FLA., February 2, 1916
On June 15, 1916 AFTER DATE WE PROMISE TO PAY TO THE

ORDER OF THE WEST FLORIDA NAVAL STORES CO., AT ITS OFFICE IN PENSACOLA, FLA.



Seventeen Hundred Fifty & 00/100 DOLLARS

VALUE RECEIVED, WITH INTEREST AT 5 PER CENT PER ANNUM, PAYABLE SEMI-ANNUALLY, FROM _____ date _____ UNTIL PAID.
PAYABLE AT THE OFFICE OF WEST FLORIDA NAVAL STORES CO., PENSACOLA, FLA.

The makers and endorsers of this note agree to pay all the costs of collection, including a reasonable attorney's fee, whether costs are incurred by suit against one or more of said makers or endorsers, or otherwise; and each hereby expressly waives all right to claim exemptions under the Constitution and Laws of the State of Florida, or any of these United States, as to this debt, should this Note not be paid at maturity. Notice and protest, and all steps necessary to bind each endorser hereon on the non-payment of this Note, are hereby waived by each maker and endorser. The said West Florida Naval Stores Co., is hereby authorized by each maker, surety and endorser hereof to apply at any time any funds in its possession belonging to any one or more of said makers and endorsers to the payment of this debt.

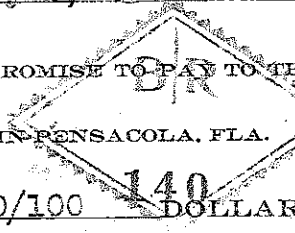
Exhibit 2 2/3

27510

Walterwood Naval Stores Co
By J. J. Samuels (SEAL)
Walterwood Naval Stores Co
By Arthur Taylor (SEAL)

125 ~~Sept. to July 1, 1916~~
\$ 3,750.00
#38752
PENSACOLA, FLA., February 2, 1916
On July 1, 1916 AFTER DATE WE PROMISE TO PAY TO THE

ORDER OF THE WEST FLORIDA NAVAL STORES CO., AT ITS OFFICE IN PENSACOLA, FLA.



Thirty Seven Hundred Fifty & 00/100 DOLLAR

VALUE RECEIVED, WITH INTEREST AT 5 PER CENT PER ANNUM, PAYABLE SEMI-ANNUALLY, FROM _____ date _____ UNTIL PAID.
PAYABLE AT THE OFFICE OF WEST FLORIDA NAVAL STORES CO., PENSACOLA, FLA.

The makers and endorsers of this note agree to pay all the costs of collection, including a reasonable attorney's fee, whether costs are incurred by suit against one or more of said makers or endorsers, or otherwise; and each hereby expressly waives all right to claim exemptions under the Constitution and Laws of the State of Florida, or any of these United States, as to this debt, should this Note not be paid at maturity. Notice and protest, and all steps necessary to bind each endorser hereon on the non-payment of this Note, are hereby waived by each maker and endorser. The said West Florida Naval Stores Co., is hereby authorized by each maker, surety and endorser hereof to apply at any time any funds in its possession belonging to any one of more of said makers and endorsers to the payment of this debt.

Exhibit 2-2 2/3

27511

Walterwood Naval Stores Co
By J. J. Samuels (SEAL)
Walterwood Naval Stores Co
By Arthur Taylor (SEAL)

\$3,750.00
PENSACOLA, FLA., February 2, 1916
On August 15, 1916 AFTER DATE WE PROMISE TO PAY TO THE

ORDER OF THE WEST FLORIDA NAVAL STORES CO., AT ITS OFFICE IN PENSACOLA, FLA.

Thirty Seven Hundred Fifty & 00/100 DOLLAR

VALUE RECEIVED, WITH INTEREST AT 5 PER CENT PER ANNUM, PAYABLE SEMI-ANNUALLY, FROM _____ date _____ UNTIL PAID.
PAYABLE AT THE OFFICE OF WEST FLORIDA NAVAL STORES CO., PENSACOLA, FLA.

The makers and endorsers of this note agree to pay all the costs of collection, including a reasonable attorney's fee, whether costs are incurred by suit against one or more of said makers or endorsers, or otherwise; and each hereby expressly waives all right to claim exemptions under the Constitution and Laws of the State of Florida, or any of these United States, as to this debt, should this Note not be paid at maturity. Notice and protest, and all steps necessary to bind each endorser hereon on the non-payment of this Note, are hereby waived by each maker and endorser. The said West Florida Naval Stores Co., is hereby authorized by each maker, surety and endorser hereof to apply at any time any funds in its possession belonging to any one of more of said makers and endorsers to the payment of this debt.

Walterwood Naval Stores Co

The endorsers of this Note agree to pay all costs of collection, including a reasonable attorney's fee, whether costs are incurred by suit against any one or more of the makers or endorsers, or otherwise; and each endorser expressly waives all right to claim exemptions under the Constitution and Laws of the State of Florida, or any of these United States, as to this debt, should this Note not be paid at maturity. Notice and protest and all steps necessary to bind each endorser hereon on the non-payment of this Note are hereby waived by each endorser. The West Florida Naval Stores Co. is hereby authorized to apply at any time in payment on this debt any funds in its possession belonging to any endorser hereof.

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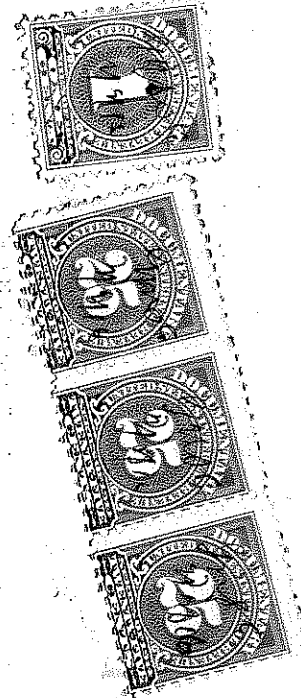
The endorsers of this Note agree to pay all costs of collection, including a reasonable attorney's fee, whether costs are incurred by suit against any one or more of the makers or endorsers, or otherwise; and each endorser expressly waives all right to claim exemptions under the Constitution and Laws of the State of Florida, or any of these United States, as to this debt, should this Note not be paid at maturity. Notice and protest and all steps necessary to bind each endorser hereon on the non-payment of this Note are hereby waived by each endorser. The West Florida Naval Stores Co. is hereby authorized to apply at any time in payment on this debt any funds in its possession belonging to any endorser hereof.

R. B. Mitchell

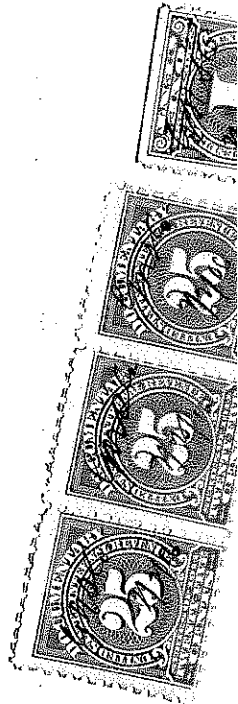
Waiver to pay



R. B. Mitchell



R. B. Mitchell



\$ 3,750.00

PENSACOLA, FLA., February 2, 1916

On November 15, 1916

AFTER DATE WE PROMISE TO PAY TO THE

ORDER OF THE WEST FLORIDA NAVAL STORES CO., AT ITS OFFICE IN PENSACOLA, FLA.

Thirty Seven Hundred Fifty & 00/100 DOLLAR

VALUE RECEIVED, WITH INTEREST AT 8 PER CENT PER ANNUM, PAYABLE SEMI-ANNUALLY, FROM date UNTIL PAID PAYABLE AT THE OFFICE OF WEST FLORIDA NAVAL STORES CO., PENSACOLA, FLA.

The makers and endorsers of this note agree to pay all the costs of collection, including a reasonable attorney's fee, whether costs are incurred by suit against one or more of said makers or endorsers, or otherwise; and each hereby expressly waives all right to claim exemptions under the Constitution and Laws of the State of Florida, or any of these United States, as to this debt, should this Note not be paid at maturity. Notice and protest, and all steps necessary to bind each endorser hereon on the non-payment of this Note, are hereby waived by each maker and endorser. The said West Florida Naval Stores Co., is hereby authorized by each maker, surety and endorser hereof to apply at any time any funds in its possession belonging to any one or more of said makers and endorsers to the payment of this debt.

Ex A-5

Walterwood Naval Stores Co
Walterwood Naval Stores Co (SEAL)
Walterwood Naval Stores Co
Walterwood Naval Stores Co (SEAL)

\$ 3,750.00

PENSACOLA, FLA., February 2, 1916

On October 15, 1916

AFTER DATE WE PROMISE TO PAY TO THE

ORDER OF THE WEST FLORIDA NAVAL STORES CO., AT ITS OFFICE IN PENSACOLA, FLA.

Thirty Seven Hundred Fifty & 00/100 DOLLAR

VALUE RECEIVED, WITH INTEREST AT 8 PER CENT PER ANNUM, PAYABLE SEMI-ANNUALLY, FROM date UNTIL PAID PAYABLE AT THE OFFICE OF WEST FLORIDA NAVAL STORES CO., PENSACOLA, FLA.

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Ex A-4

Walterwood Naval Stores Co
Walterwood Naval Stores Co (SEAL)
Walterwood Naval Stores Co
Walterwood Naval Stores Co (SEAL)

\$ 3,750.00

PENSACOLA, FLA., February 2, 1916

On December 30, 1916

AFTER DATE WE PROMISE TO PAY TO THE

ORDER OF THE WEST FLORIDA NAVAL STORES CO., AT ITS OFFICE IN PENSACOLA, FLA.

Thirty Seven Hundred Fifty & 00/100 DOLLAR

VALUE RECEIVED, WITH INTEREST AT 8 PER CENT PER ANNUM, PAYABLE SEMI-ANNUALLY, FROM date UNTIL PAID PAYABLE AT THE OFFICE OF WEST FLORIDA NAVAL STORES CO., PENSACOLA, FLA.

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Walterwood Naval Stores Co
Walterwood Naval Stores Co (SEAL)

The endorsers of this Note agree to pay all costs of collection, including a reasonable attorney's fee, whether costs are incurred by suit against any one or more of the makers or endorsers, or otherwise; and each endorser expressly waives all right to claim exemptions under the Constitution and Laws of the State of Florida, or any of these United States, as to this debt, should this Note not be paid at maturity. Notice and protest and all steps necessary to bind each endorser hereon on the non-payment of this Note are hereby waived by each endorser. The West Florida Naval Stores Co. is hereby authorized to apply at any time in payment on this debt any funds in its possession belonging to any endorser hereof.

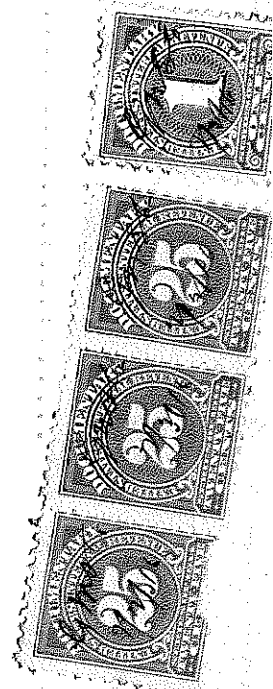
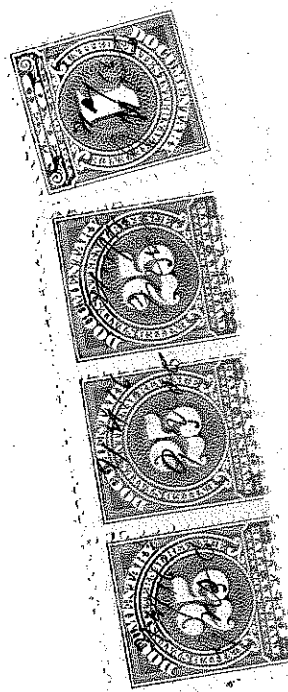
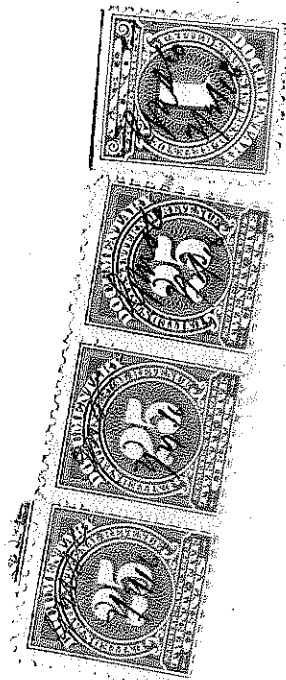
The endorsers of this Note agree to pay all costs of collection, including a reasonable attorney's fee, whether costs are incurred by suit against any one or more of the makers or endorsers, or otherwise; and each endorser expressly waives all right to claim exemptions under the Constitution and Laws of the State of Florida, or any of these United States, as to this debt, should this Note not be paid at maturity. Notice and protest and all steps necessary to bind each endorser hereon on the non-payment of this Note are hereby waived by each endorser. The West Florida Naval Stores Co. is hereby authorized to apply at any time in payment on this debt any funds in its possession belonging to any endorser hereof.

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R. B. Mitchell

R. B. Mitchell

R. B. Mitchell



\$ 3,750.00

PENSACOLA, FLA., January 6, 1917

On December 30, 1917

AFTER DATE WE PROMISE TO PAY TO THE

ORDER OF THE WEST FLORIDA NAVAL STORES CO., AT ITS OFFICE IN PENSACOLA, FLA.

Thirty-seven hundred fifty & 00/100 DOLLAR

VALUE RECEIVED, WITH INTEREST AT 8 PER CENT PER ANNUM, PAYABLE SEMI-ANNUALLY, FROM date UNTIL PAID

PAYABLE AT THE OFFICE OF WEST FLORIDA NAVAL STORES CO., PENSACOLA, FLA.

The makers and endorsers of this note agree to pay all the costs of collection, including a reasonable attorney's fee, whether costs are incurred by suit against one or more of said makers or endorsers, or otherwise; and each hereby expressly waives all right to claim exemptions under the Constitution and Laws of the State of Florida, or any of these United States, as to this debt, should this Note not be paid at maturity. Notice and protest, and all steps necessary to bind each endorser hereon on the non-payment of this Note, are hereby waived by each maker and endorser. The said West Florida Naval Stores Co., is hereby authorized by each maker, surety and endorser hereof to apply at any time any funds in its possession belonging to any one or more of said makers and endorsers to the payment of this debt.

Westwood Naval Stores Co (SEAL)

Ex-a-11

by J. C. Howell Pres (SEAL)

\$ 3,750.00

PENSACOLA, FLA., January 6, 1917

On November 15, 1917

AFTER DATE WE PROMISE TO PAY TO THE

ORDER OF THE WEST FLORIDA NAVAL STORES CO., AT ITS OFFICE IN PENSACOLA, FLA.

Thirty-seven hundred fifty & 00/100 DOLLAR

VALUE RECEIVED, WITH INTEREST AT 8 PER CENT PER ANNUM, PAYABLE SEMI-ANNUALLY, FROM date UNTIL PAID

PAYABLE AT THE OFFICE OF WEST FLORIDA NAVAL STORES CO., PENSACOLA, FLA.

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Westwood Naval Stores Co (SEAL)

Ex-a-10

by J. C. Howell Pres (SEAL)

\$ 3,750.00

PENSACOLA, FLA., January 6, 1917

On October 15, 1917

AFTER DATE WE PROMISE TO PAY TO THE

ORDER OF THE WEST FLORIDA NAVAL STORES CO., AT ITS OFFICE IN PENSACOLA, FLA.

Thirty-seven hundred fifty & 00/100 DOLLAR

VALUE RECEIVED, WITH INTEREST AT 8 PER CENT PER ANNUM, PAYABLE SEMI-ANNUALLY, FROM date UNTIL PAID

PAYABLE AT THE OFFICE OF WEST FLORIDA NAVAL STORES CO., PENSACOLA, FLA.

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Westwood Naval Stores Co

The endorser of this Note agree to pay all costs of collection, including a reasonable attorney's fee, whether costs are incurred by suit against any one or more of the makers or endorser, or otherwise; and each endorser expressly waives all right to claim exemptions under the Constitution and Laws of the State of Florida, or any of these United States, as to this debt, should this Note not be paid at maturity. Notice and protest and all steps necessary to bind each endorser hereon on the non-payment of this Note are hereby waived by each endorser. The West Florida Naval Stores Co. is hereby authorized to apply at any time in payment on this debt any funds in its possession belonging to any endorser hereof.

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West Florida Naval Stores Co.,
R. B. Wischer
President

West Florida Naval Stores Co.,
R. B. Wischer
President

West Florida Naval Stores Co.,
R. B. Wischer
President

\$ 3,750.00

PENSACOLA, FLA., January 6, 1917

On September 15, 1917

AFTER DATE We PROMISE TO PAY TO THE

ORDER OF THE WEST FLORIDA NAVAL STORES CO., AT ITS OFFICE IN PENSACOLA, FLA.

Thirty-seven hundred fifty & 00/100 DOLLARS

VALUE RECEIVED, WITH INTEREST AT 5 PER CENT PER ANNUM, PAYABLE SEMI-ANNUALLY, FROM date UNTIL PAID.

PAYABLE AT THE OFFICE OF WEST FLORIDA NAVAL STORES CO., PENSACOLA, FLA.

The makers and endorsers of this note agree to pay all the costs of collection, including a reasonable attorney's fee, whether costs are incurred by suit against one or more of said makers or endorsers, or otherwise; and each hereby expressly waives all right to claim exemptions under the Constitution and Laws of the State of Florida, or any of these United States, as to this debt, should this Note not be paid at maturity. Notice and protest, and all steps necessary to bind each endorser hereon on the non-payment of this Note, are hereby waived by each maker and endorser. The said West Florida Naval Stores Co., is hereby authorized by each maker, surety and endorser hereof to apply at any time any funds in its possession belonging to any one or more of said makers and endorsers to the payment of this debt.

Westwood Naval Stores Co (SEAL)

by *J. C. Powell* Pres (SEAL)

Ex A-8

\$ 500.00

PENSACOLA, FLA., January 6, 1917

On July 1, 1917

AFTER DATE We PROMISE TO PAY TO THE

ORDER OF THE WEST FLORIDA NAVAL STORES CO., AT ITS OFFICE IN PENSACOLA, FLA.

Five Hundred ----- & 00/100 DOLLARS

VALUE RECEIVED, WITH INTEREST AT 5 PER CENT PER ANNUM, PAYABLE SEMI-ANNUALLY, FROM date UNTIL PAID.

PAYABLE AT THE OFFICE OF WEST FLORIDA NAVAL STORES CO., PENSACOLA, FLA.

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Westwood Naval Stores Co (SEAL)

by *J. C. Powell* Pres (SEAL)

Ex A, 7

The endorser of this Note agree to pay all costs of collection, including a reasonable attorney's fee, whether costs are incurred by suit against any one or more of the makers or endorsers, or otherwise; and each endorser expressly waives all right to claim exemptions under the Constitution and Laws of the State of Florida, or any of these United States, as to this debt, should this Note not be paid at maturity. Notice and protest and all steps necessary to bind each endorser hereon on the non-payment of this Note are hereby waived by each endorser. The West Florida Naval Stores Co. is hereby authorized to apply at any time in payment on this debt any funds in its possession belonging to any endorser hereof.

.....
.....

West Florida Naval Stores Co.
[Signature]
President.

The endorser of this Note agree to pay all costs of collection, including a reasonable attorney's fee, whether costs are incurred by suit against any one or more of the makers or endorsers, or otherwise; and each endorser expressly waives all right to claim exemptions under the Constitution and Laws of the State of Florida, or any of these United States, as to this debt, should this Note not be paid at maturity. Notice and protest and all steps necessary to bind each endorser hereon on the non-payment of this Note are hereby waived by each endorser. The West Florida Naval Stores Co. is hereby authorized to apply at any time in payment on this debt any funds in its possession belonging to any endorser hereof.

.....
.....

West Florida Naval Stores Co.
[Signature]
President.

TURPENTINE LEASE.

THIS INDENTURE made and entered into by and between JAMES D. RUSS and J. J. McCASKILL, JR., parties of the first part, and JAMES C. HOWELL, JR., party of the second part, WITNESSETH: That:-

THE SAID PARTIES OF THE FIRST PART for and in consideration of the sum of (\$45,000.00) FORTY-FIVE THOUSAND DOLLARS and the payment of taxes as hereinafter stated, paid and to be paid by the said party of the second part in the manner following, to-wit: Fifteen Thousand Dollars cash, the receipt whereof is hereby acknowledged; Fifteen thousand Dollars December 8 A.D. 1912 and Fifteen Thousand Dollars December 8 A.D. 1913, the said deferred payments to be evidenced by two promissory notes of the said party of the second part payable at the First National Bank of De Funiak Springs, Florida, and to bear interest at the rate of eight per cent per annum from date, have bargained and sold unto the said party of the second part, his heirs, executors, administrators and assigns, the right to use for turpentine purposes for the period of (6) Six years from the date hereof, all of the pine timber standing on the following described lands, to-wit:

Township 3 South Range 5 East:

Section 6. The Northeast quarter.

Section 8. The South half of Northeast quarter.

Section 26. The West half of Northwest quarter.

Section 27. The North half of Northeast quarter, and the Northeast quarter of Southwest quarter, and Southwest quarter of Southwest quarter.

Section 34. The North half of Northwest quarter and South half of Southeast quarter.

Section 27. The Northwest quarter; the South half of Northeast quarter and the North half of Southeast quarter.

Township 3 South Range 4 East:

Section 36. All except Northwest quarter of Northwest quarter.

Township 4 South Range 4 East:

Updated 3
to J. C. Howell Jr's
Inventory
Section 1. North half of Northeast quarter and Southeast quarter of Northeast quarter and North east quarter of Southeast quarter.

Township 3 South Range 5 East:

Section 5. South half of Southwest quarter and Southwest quarter of Southeast quarter.

Section 6. Northwest quarter and South half.

Section 9. East part of Southeast quarter and Southwest quarter of Southeast quarter, and North half of Southwest quarter and Southeast quarter of Southwest quarter.

Section 10. All of Fractional Section.

Section 15. Northwest fractional quarter of Northwest quarter, and Southwest quarter of Northwest quarter and West half of Southwest quarter and Southeast quarter of Southwest quarter.

Section 16. All.

Section 17. Northwest quarter of Southeast quarter.

Section 18. West half of Northeast quarter and Northwest quarter and West half of Southwest quarter.

Section 20. All.

Section 21. South half and Northwest quarter.

Section 22. All.

Section 26. All fractional, except West half of Northwest quarter.

Section 27. South half of Southeast quarter and Southeast quarter of Southwest quarter.

Section 28. North half and Southwest quarter.

Section 29. All.

Section 30. All.

Section 32. All.

Section 33. Southeast quarter of Northeast quarter and East half of Southeast quarter and Southwest quarter of Southeast quarter.

Section 34. North half of Northeast quarter and South half of Southwest quarter.

Section 35. Fractional East half and West half of Northwest quarter and Southwest quarter.

Section 36. All fractional.

TOGETHER, WITH the right to build and construct a still, together, with the necessary quarters to be used in connection therewith on Section Twenty-seven at what is known as the E.M. Waters Place; together, with the right of ingress, egress and regress through, over and upon said lands above described for the period of (6) Six years from the date hereof for the purpose of using the pine trees upon said lands for turpentine purposes and with the right to build and construct any road, or roads, that may be necessary to transport the turpentine product from said trees through, over and upon said lands; and, together, with the right to use such wood for the still and employees in the usual manner as is necessary.

IT IS UNDERSTOOD AND AGREED that the said parties of the first part guarantee unto the said party of the second part that the trees on the land above described will cut (37) Thirty-seven crops of cups and that in the event there may not be such quantity, then said parties of the first part agree to reimburse said party of the second part proportionately with the purchase price paid for any such shortage, if any may be found, provided such shortage shall not be due to the neglect of the said party of the second part to cup; and provided further that the said party of the second part shall at his discretion box or cup the trees on said lands during the winter of 1911 and 1912; that all cups used during said winter of 1911 and 1912 shall at the expiration of this lease be left upon said land and shall then be and belong to the said parties of the first part their heirs, executors, administrators, or assigns; that in the event said party of the second part shall cup all of the trees used after the winter of 1911 and 1912 then and in such event all cups shall at the expiration of this lease be paid for by the parties of the first part unto the party of the second part at their then value, due consideration to be given for depreciation; that in the event said party of the second part shall decide to cut boxes, or shall decide to use both boxes and cups after the winter of 1911 and 1912 then in such event all

cups used, both those used for the winter of 1911 and 1912 and subsequently shall at the expiration of this lease, without further payment, be left on and belong to said parties of the first part; that at the expiration of this lease all houses and other improvements, not including the still and fixtures, shall be left on and belong to the said parties of the first part.

IT IS FURTHER UNDERSTOOD AND AGREED that the said party of the second part will work said timber in the usual manner and will carefully guard the same from fire and, also, to avoid what is usually known as girdling the tree in the process of chipping the same and that no tree will be boxed, or cupped, that will not cut a face of nine inches; that in the event said party of the second part shall neglect to protect said timber from fire in the usual manner, then and in that event the said parties of the first part shall have the right to have the same done and charge the expense thereof, including interest at the rate of eight per cent per annum, against the said party of the second part.

IT IS FURTHER UNDERSTOOD AND AGREED that in the event of a storm said parties of the first part shall be relieved of their guaranty that said timber will be sufficient to cup thirty-seven crops.

IT IS FURTHER UNDERSTOOD AND AGREED that said parties of the first part shall have the right at any time to enter upon said lands and remove therefrom any dead, or down, timber.

THE SAID PARTY OF THE SECOND PART as a part of the consideration of this agreement further obligates and agrees to pay all taxes and assessments which may be charged, or assessed, against both said land and timber thereon for the years 1912, 1913, 1914, 1915, 1916 and 1917 and further agrees that he will not back-box any of the timber.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals in duplicate this the 15 day of December A.D. 1911.

Signed, sealed and delivered in
Presence of:

W. F. Craft
Milbra Moore

J. D. Ruse (SEAL)
J. B. Murrell (SEAL)
J. J. McAshie

STATE OF FLORIDA.

COUNTY OF WALTON.

Before the subscriber personally appeared James D. Russ, J.J. McCaskill, Jr., and James C. Howell, known to me to be the individuals described, and acknowledged that they executed the above and foregoing instrument for the uses and purposes therein set forth.

Given under my hand and official seal this the 15 day of December A.D. 1911.

Milbra Moore

Notary Public, State of Florida at large.

My commission expires 9 day of Feb 1915

UNION BANK OF THE STATE

PAID TO ORDER OF J. L. MCCASKILL, JR.

TO CASH

Handwritten signature

WM. W. FLOURNOY,
Lawyer,
DE FUNIAC SPRINGS,
FLORIDA.

Handwritten notes:
9/12
1884
1884
1884
1884
1884
1884

This Mortgage Deed, Executed the 29th day of May A.D. 1916, by Gateswood Naval Stores Company of Baldwin Co, Ala, a Corporation organized and doing business under the laws of Alabama, hereinafter called the Mortagors, to G.F.Taylor of Colquitt County, Georgia hereinafter called the Mortgagee.

WITNESSETH, That for divers good and valuable considerations, and also in consideration of the aggregate sum named in the promissory note of even date herewith, hereinafter described, the said Mortagors, do grant, bargain sell, alien, remise, release, convey and confirm unto the said Mortgagee, his heirs and assigns, in fee simple, all that certain tract of ~~land~~ of which the said Mortagors, are now seized and possessed, and in actual possession, situate in Baldwin County, State of Alabama. described as follows:

Lease dated December 15th, 1911, made by J.D.Russ & J.J.Mc Caskill, to J.W.Howell Jr., covering about 10000. acres of land, Said lease being recorded in the Records of Baldwin County, Alabama Febuary 12, 1912, in Book 18 N.S. page 659; also 2 stills and fixtures. Also 5 head of mules and 4 head of horses and 3 wagons together with all harness &c Also all dip barrels, pumps, Tools &c and dwelling houses, shanties, and other buildings and generally all articles belonging to said stills or naval stores business, Also 28 crops cups.

To have and to hold the same, together with the tenements, hereditaments, and appurtenances, unto the said Mortgagee, and his heirs and assigns, in fee simple.

And the said Mortagors, for themselves and their heirs, legal representatives and assigns, do covenant with said Mortgagee, his heirs and representatives and assigns, that said Mortagors, are indefeasibly seized of said land in fee simple; that the said Mortagor, have full power and lawful right to convey said land in fee simple as aforesaid; that it shall be lawful for said Mortgagee, his heirs, legal representatives and assigns, at all times peaceably and quietly to enter upon, hold, occupy and enjoy said land; that said land is free from all incumbrances; that said Mortagor, his heirs and legal representatives, will make such further assurances to perfect the fee simple title to said land in said Mortgagee, his heirs, legal representatives and assigns, as may reasonably be required; and that said Mortagor do hereby fully warrant the title to said land and will defend the same against the lawful claims of all person whomsoever.

Provided Always, that if said Mortagors, their heirs, legal representatives or assigns, shall pay unto the said Mortgagee, his legal representatives or assigns, the certain promissory note, of which the following in words and figures is a true copy to-wit:

\$ 20694.50 May 29, 1916. August 1st 1917, after date we promise to pay to the order of G.F.Taylor Twenty thousand six hundred ninety four and 50/100 Dollars for value received with interest at 8 per cent per annum from maturity until paid.

Gateswood Naval Stores Co.
By J.C.Howell Jr Prest.
Gateswood Naval Stores Co
By Elkins G Taylor Secy & Treas.

It is mutually covenanted and agreed by the parties hereto in consideration of the premises that this instrument does not and shall in nowise affect or impair that certain indenture of Mortgage executed and delivered by Gateswood Naval Stores Company to West Florida Naval Stores Company on Feby 2, 1916, and recorded in public records of Baldwin County, on March 3, 1916, in Mtg Book 15 page 484--86 thereof. and shall perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said promissory note and of this deed, then this deed and the estate hereby created shall cease and be null and void.

And the said Mortagors, for themselves, and their heirs, legal representatives and assigns, hereby covenant and agree:

1. To pay all and singular the principle and interest and other sums of money payable by virtue of said promissory note and this deed or either, promptly on the days respectively the same severally come due,.

2. To pay all and singular the taxes, assessments, levies, liabilities

Copy hereunder "A"

Witnessed D. J. C. Howell, Jr's Testimony

described

obligations and incumbrances of every nature on said property each and every, and if the same be not, promptly paid the said Mortgagee, his heirs, legal representatives or assigns, may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate of 8 per cent, per annum.

3. To pay all and singular the costs, charges and expenses, including Lawyer's fees reasonably incurred or paid at any time by said Mortgagee, his heirs, legal representatives or assigns, because of the failure on the part of the said Mortgagors, their heirs, legal representatives or assigns, to perform, comply with and abide by each and every stipulations, agreements, conditions, and covenants of said promissory note and this deed, or either, and every such payment shall bear interest from date at the rate of 8 per cent per annum.

4-----

5. To permit, commit or suffer no waste, impairment or deterioration of said property or any part thereof.

6. To perform, comply with, and abide by each and every the stipulations and covenants in said promissory note and in this deed set forth.

7. If any of said sums of money herein referred to be not promptly and fully paid within --- days next after the same severally become due and payable, or if each and every the stipulations, agreements, conditions and covenants of said promissory note, and this deed, or either are duly performed, complied with and abided by, the said aggregate sum mentioned in said promissory note shall become due and payable forthwith, or thereafter at the option of the Mortgagee, his heirs, legal representatives or assigns, as fully and completely as if the said aggregate sum of \$20694.50/100 Dollars, was originally stipulated to be paid on such day anything in said promissory note or herein to the contrary notwithstanding.

In witness whereof, the said Mortgagors have hereunto set their hands and seal the day and year first above written.

Signed sealed and delivered in the presence of : Gateswood Naval Stores Co.
O.M. Bennett. (Seal)
U.M. Attridge (Corporate Seal.*)

J.C. Howell Jr Pres, (Seal)
Gateswood Naval Stores Co (Seal)
By Elkins Taylor Sect & Treas

State of Florida
County of Escambia.

I an officer authorized to take acknowledgements of deeds according to the laws of the State of Florida, duly qualified and acting hereby certify that J.C. Howell President, and Elking G Taylor Secy - Treas of Gateswood Naval Stores Co, to me personally appeared known this day acknowledged before me that they executed the foregoing Mortgage and I further certify that I know the said persons making said acknowledgment to be the individuals described in and who executed the said mortgage. And I further certify that --- said -- is known to be the wife of said -- and that she this day acknowledged to and before me, separately and apart from her husband, that she executed the said mortgage deed for the purpose of renouncing and relinquishing her dower and right of dower, and separate estate in and to the lands therein described, and that she executed the same freely and voluntarily and without compulsion, constraint, apprehension or fear of or from her said husband.

In witness whereof, I hereunto set my hand and official seal at Pensacola said County and State, this 29th day of May 1916.

(Seal)

D.E. Hayles, Notary Public.
My commission expires February 12, 1920

State of Alabama,
Baldwin County.

I. J. H. H. Smith, Judge of Probate, for said County,

hereby certify that the following privilege tax has been paid on the within instrument as required by ~~Acts~~ Acts 1902, & 1903.

J. H. H. Smith, Judge of Probate.
By J. L. Kessler, Clerk.

Filed for Record May 31st 1916,

Recorded May 31st 1916,

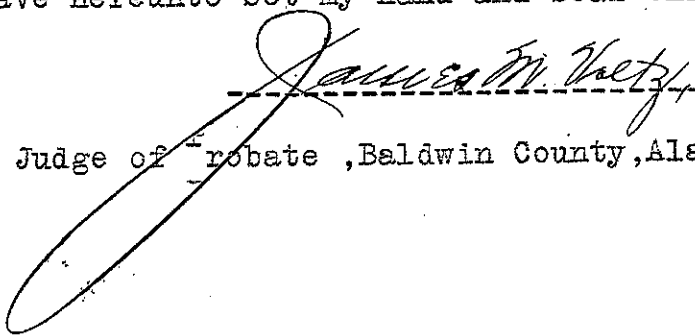
J. H. H. Smith, Judge of Probate.

State of Alabama

Baldwin County.

I. James M Voltz, Judge of Probate of Baldwin County, Alabama, do hereby certify that the above and foregoing is a true and correct copy of an instrument of writing as the same appears of record in the office of the Judge of Probate of Baldwin County, Alabama in Record 15 of Mortgages at pages 624 and 625.

In witness whereof I have hereunto set my hand and seal this 16th day of October 1917.



Judge of Probate, Baldwin County, Alabama.

The directors met and
elected the following officers
J. C. Howell Pres
W. H. M. How was
Edson & Taylor Treas

A Regular called meeting
by the President J. C. Howell
was held on the 10 day
of Oct 1917 and the following
resolution ^{an contract} was read and
approved and made a part
of these minutes
A copy of the contract is here
attached to the minutes
between the Gallegwood N. S. Co
and P. W. Carlton of Moultrie
Exhibit F to J. C. Howell's Report

and at this meeting
was adopted at this meeting
that J. C. Howell for V.
P. W. Carlton were to
100.00 for month for

GALLEGWOOD N. S. CO.

1917

MEMBERS OF GALLEGWOOD N. S. CO. STORE COMPANY, INC.

SECRETARY
J. C. HOWELL
W. H. M. HOW
E. C. TAYLOR

Montgomery to Taylor

April 20

TO GATESWOOD NAVAL STORES COMPANY, DR.

OFFICERS

J. C. HOWELL, JR.
PRESIDENT AND MANAGER
V. H. MCKOWN,
VICE-PRES. AND ASST. MGR.
E. G. TAYLOR,
SECRETARY-TREASURER

MANUFACTURERS OF NAVAL STORES

DIRECTORS

G. F. TAYLOR
J. C. HOWELL, JR.
V. H. MCKOWN
E. G. TAYLOR

TO GATESWOOD NAVAL STORES COMPANY, DR.

OFFICERS

J. C. HOWELL, JR.
PRESIDENT AND MANAGER
V. H. MCKOWN,
VICE-PRES. AND ASST. MGR.
E. G. TAYLOR,
SECRETARY-TREASURER

MANUFACTURERS OF NAVAL STORES

DIRECTORS

G. F. TAYLOR
J. C. HOWELL, JR.
V. H. MCKOWN
E. G. TAYLOR

A meeting of the stockholders of Gateswood Naval Stores Company was this day held at Gateswood, in the State of Alabama, there being present holders of a majority of the stock of the said company, _____ presided and _____ acted as Secretary for the meeting. Upon motion duly seconded it was,

RESOLVED: That the contract made on the 13th day of October, A. D. 1917, between Gateswood Naval Stores Company and P. W. Carlton, providing that the said P. W. Carlton should take charge of the assets of the said company and operate their plant at Gateswood, for the benefit of John A. Carlton, all as provided in the said contract, a copy of which is attached hereto, be and the same is hereby ratified and confirmed.

Exhibit "A" to V. H. McKeown's Testimony

Sparkswood Naval Stores Co.
Gateward Ala

In Acc. with

WEST FLORIDA NAVAL STORES COMPANY

NAVAL STORES FACTORS
 AND COMMISSION MERCHANTS

1916

DATE	ITEMS	NO.	DEBITS	DATE	ITEMS	BARRELS ROSIN	CASKS SPIRITS	CREDITS
Jan 1	Balance		26632.81	Jan 6			34	798.72
6	Pack (McLown)		5 -	6			1	24.16
10	H. M. (Amson)	110	512.2	7			2	48.54
"	"	109	250 -	22		49		441.53
"	J. M. (Hefner)	111	39 -	"		51		462.34
21	Cash (S. Howell)		10 -	22		1		9.08
1	Renewal Storage (Spirit)		61.2	28			1	26.08
15	"		210	31		22		196.76
"	" (Rosin)		1695	Feb 9		682		5938.45
19	72 120 Rosin		4754	14			22	490.42
"	" 60 "		2326	"			42	942.50
"	" 60 "		2377	Mar 15			35	737.27
31	Disc. Misc		806.29	23		7		61.68
"	72 60 Rosin		2390					
"	180 "		7130					
"	60 "		2328					
"	60 "		2315					
Feb 23	Mr. Waters	112	6 -					
5	Pay Roll	113	300 -					
7	Geo. Denham	114	43.32					
12	J. C. Howell Jr	115	35 -					
16	Ouralues	117	200 -					
16	W. G. Wiggins	116	749					
2	Revenue Stamp (on notes)		410					
5	Freight		81.77					
1	Renewal Storage (Sp.)		594					
1	" (Rosin)		1374					
21	H. J. McLown	118	15 -					
	Savage Dept Co	119	1873					
25	Ourselves	123	200 -					
29	Jan. Misc		1040.12					
Mar 1	Ourselves		100 -					
2	Recording Mts & Tax		34.50					
3	Judge Smith	124	441 -					
	TOTAL DEBITS, <i>Ford</i>		30202.20					TOTAL CREDITS, 10177.53
	LESS CREDITS,							LESS DEBITS,
	BALANCE DEBIT,							BALANCE CREDIT,
	NOTES,							NOTES,

W. H. Hubert

Gateswood Naval Stores Co
Gateswood also

In Acct. with

WEST FLORIDA NAVAL STORES COMPANY



1916

1916

Accounting table with columns: DATE, ITEMS, NO., DEBITS, DATE, ITEMS, BARRELS ROSIN, CASKS SPIRITS, CREDITS. Includes entries for March and April 1916 with various items like 'Su. Mc Quain', '390# Straps', and 'Renewal Storage'. Totals are provided at the bottom of each section.

Gateswood Naval Stores
Gateswood & Co

In Acct. with **WEST FLORIDA NAVAL STORES COMPANY**



1916				1916				
DATE	ITEMS	NO.	DEBITS	DATE	ITEMS	BARRELS ROSIN	CASKS SPIRITS	CREDITS
			38177 03		Food			18072 30
June 24	G. J. R. R. Co	172	2 78					
30	May Invoice		1466 17	June 30	Balance			22573 78
"	2 1/2 (5m)		77 71					
"	Handling Barrels		19 85					
"	Interest		903 54					
			40646 08					40646 08
1916				1916				
July 1	Balance Brought down		22573 78	July 14		14		139 26
1	Ourselves	177	200 -	13			46	791 76
1	W. H. Hill (Hauling)		5 50	31			29	511 47
6	G. J. R. R. Co	174	4 73	Aug 12	2 Betting			89 6
	Ourselves	178	200 -	17			30	525 29
	E. G. Taylor	179	54 23	"		31		306 69
21	J. C. Howell	180	58 26	18		7		58 29
22	3 Tickets (Booker)		12 09	21		26		220 59
25	Am. Waters	187	13 33	26		3		27 47
28	W. H. Hill (Food)		1 04	31		36		349 12
"	Barrels (27m)		43	31			24	415 21
31	June Invoice		1148 38					
Aug 8	Am. Waters	182	35 7					
10	Ourselves	183	300 -					
18	E. G. Taylor	186	25 78					
"	Pony Roll	187	250 -					
19	J. C. Howell Jr	184	48 19					
"	W. H. Hill	185	39 52					
"	3 Tickets		43 2					
25	J. Roberts, Jr.	189	10 72					
"	Ourselves	190	200 -					
30	W. H. Hill	192	11 7 -					
"	J. C. Howell, Jr	194	11 7 -					
31	July Invoice		1269 15					
"	Handling Barrels		19 -					
	TOTAL DEBITS,		26676 02		TOTAL CREDITS,			3354 11
	LESS CREDITS,				LESS DEBITS,			
	BALANCE DEBIT,				BALANCE CREDIT,			
	NOTES,				NOTES,			

Gateswood Naval Stores Co
Gateswood, Fla.

In Acct. with

WEST FLORIDA NAVAL STORES COMPANY

NAVAL STORES FACTORS
 AND COMMISSION MERCHANTS

1916

1916

DATE	ITEMS	NO.	DEBITS	DATE	ITEMS	BARRELS ROSIN	CASKS SPIRITS	CREDITS			
	<i>For</i>		34667.91		<i>For</i>			10	9	49	70
May 5	Ourselves	150	100 -	May 11			40		5	88	99
8	H. J. McKown	152	16.50	11		26			1	8	22
13	Ourselves	151	200 -	"		40			2	76	04
18	"	155	200 -	"			41		6	18	59
22	H. W. Humphreys & Co.		514.99	12		2				1	30
23	G. J. & Co. Ry Co	152	12 -	"		1				6	63
"	"	153	190 -	"		6				3	80
1	Renewal Storage		426 -	15		11				8	68
	J. M. J. J.		55.95	16		1					92
25	Railway Tickets (8)		20.55	"		19				1	280
	H. J. McKown	156	141.10	"		22				1	547
27	Ourselves	158	200 -	"			17			2	6749
15	Renewal Rosin		282 -	18		47				3	1272
31	Apr Indal		1141.82	"		15				1	018
			37152.80	22		15				1	022
June 5	G. J. & Co. Ry	157	41.96	24		12				8	131
"	"	159	16.21	25		20				1	3493
"	Pay Roll	160	100 -	27		12					8056
8	E. G. Jaylor	161	416.1	"			42			6	7689
	Ourselves	164	200 -	29		6				4	190
12	H. J. McKown	163	15.95	"		20				1	4677
13	Mrs J. C. Howell	166	40 -	30		23				1	7012
	G. J. & Co. Ry Co	165	1.97	"		5					3812
15	J. C. Howell Jr	162	37.44	June 5	Report Tickets - Pensacola					15	19463
16	Tickets G. J. & Co. Ry		50.1	1		9					2030
	Pay Roll	168	200 -	8		37					7274
17	H. J. McKown	167	22 -	"		4					3462
19	Tickets (Samsom)		8.10	"			23				39349
21	H. J. McKown	170	25.00	10		36					30449
	Sea State L. Co. M		100.83	"			24				40592
23	Ourselves	173	200 -	17		29					24891
24	H. J. McKown	169	15 -	21			31				47545
24	G. J. & Co. Ry Co	171	17.2	24		44	16				25032
				24							36390
	TOTAL DEBITS,		38177.03		TOTAL CREDITS,					18	07230
	LESS CREDITS,				LESS DEBITS,						
	BALANCE DEBIT,				BALANCE CREDIT,						
	NOTES,				NOTES,						

Cheswood No. 9
Yateswood also

In Acct. with **WEST FLORIDA NAVAL STORES COMPANY**



1916

DATE	ITEMS	NO.	DEBITS	DATE	ITEMS	BARRELS ROSIN	CASKS SPIRITS	CREDITS
	Food		2667602		Food			3352111
Sep 1	W. H. H. A. R. K.	188	4403	Sep 27		24		23133
	Our selves	196	100 -	"		120		116009
6	W. H. H. A. R. K.	193	15 -	"			36	64012
	W. H. H. A. R. K.	195	341	Oct 5			7	12718
	W. H. H. A. R. K.	197	4731	"		49		51393
7	W. H. H. A. R. K.	191	336	"		61		62624
8	Our selves	198	150 -	23		54		55136
14	"	203	200 -	"			6	10880
16	W. H. H. A. R. K.	199	4925	27		59		60758
	J. Chowell Jr.	200	3979	"			5	9062
19	W. H. H. A. R. K.	201	289	Nov 3			2	3750
"	"	202	177	4			13	24055
22	City Bank	204	200 -	"		105		108735
30	Alg. Moser		94147	11			36	67819
"	Pay Roll	205	150 -	"		27		27823
Oct 6	W. H. H. A. R. K.	206	925	27		61		63724
9	W. H. H. A. R. K.	207	200 -	27	Refund Invoice (June)			810
19	"	208	125 -	22			15	29127
21	Pay Roll		150 -	28		61		62999
26	W. H. H. A. R. K.	210	5427					
"	J. Chowell Jr.	211	6223					
"	Pay Roll	212	160 -					
31	Alg. Moser		116695					
Nov 3	J. Chowell Jr.	215	5050					
6	W. H. H. A. R. K.	213	165 -					
6	"	214	3595					
10	Pay Roll	25	160 -					
21	W. H. H. A. R. K.	216	140 -					
24	W. H. H. A. R. K.	26	325 -					
27	Baldwin Bank	218	150 -					
18	Barrels Hdg.		1870					
"	"		631					
30	Oct Moser		102383					
	TOTAL DEBITS,		3258789		TOTAL CREDITS,			1189978
	LESS CREDITS,				LESS DEBITS,			
	BALANCE DEBIT,				BALANCE CREDIT,			
	NOTES,				NOTES,			

Now, Therefore, said part ~~114~~ of the second part hereby agree... and covenant... to cut and work not less than ^{1 1/2} crops of virgin cups and ... crops of virgin boxes, and also to work ... crops of second year cups ... crops of second year boxes, ^{5 1/2} crops of third year cups, ... crops of third year boxes, and ^{2 8} crops of fourth year and pulling boxes during the season of 1916-1917... said virgin boxes to be cut and (or) cups to be hung by *R. Patterson of* ... upon the lands controlled by said part ~~114~~ of the second part in *Baldwin County Alabama* ... or elsewhere, either owned or leased by said part ~~114~~ of the second part for turpentine purposes.

In consideration of the premises and of One Dollar, receipt whereof is hereby acknowledged, the said part ~~114~~ of the second part, promises and agrees hereby that during the life of this Contract ^{they} will send or ship, or cause to be sent or shipped to the said party of the first part, or its successors or assigns, at Pensacola, Florida, or to such other place as may be designated by the said first party, all of the spirits of turpentine and rosin made from the turpentine boxes and cups above mentioned, or from the turpentine boxes and cups on any land owned or controlled by the part ~~114~~ of the second part, and any and all turpentine and rosin and other products, produced, purchased or otherwise acquired by the said part ~~114~~ of the second part as soon as possible after it is manufactured or acquired; all such shipments to be made for the account and risk of the said part ~~114~~ of the second part.

And in default of such shipments said part ~~114~~ of the second part bind ^{themselves} to pay to said party of the first part, or assigns, as liquidated and stipulated damages, for the failure to ship and consign said products as above provided, and not as a penalty, the sum of ^{Five hundred & 00/100} Dollars (\$ ^{500.00})

And said part ~~114~~ of the second part agree... to allow said party of the first part commission and charges for handling and the sale thereof as follows: Commissions of two and one-half (2 1/2) per cent, on the gross value of said rosin and spirits of turpentine and other products, and charges, expenses and insurance as follows: For weighing, inspecting and coopering of rosin and batting dross, six (6) cents per round barrel; for gauging, bunging and coopering spirits of turpentine, nine (9) cents per cask or barrel. The rate of insurance for every thirty (30) days or fractional part thereof, to be one-half (1/2) of one (1) per cent., on the gross value of said rosin and spirits of turpentine and other products. The storage charges for every thirty (30) days or fractional part thereof, to be six (6) cents per cask or barrel for spirits of turpentine and five (5) cents per barrel for rosin and batting dross.

And should said part ~~114~~ of the second part ship or cause to be shipped, or sell or contract to sell any naval stores at any time during the continuance of this Contract, until all the indebtedness and covenants mentioned herein and in said mortgage... are fully paid and performed, to any other factor or person than said party of the first part, or assigns, then such act of shipment, sale or contract to sell, if any, shall be held and deemed a breach of this Contract in all its parts, and in consideration of the premises shall render all the indebtedness hereunder or under said mortgage.... due and payable at once, at the option of the said party of the first part, and if so then due, shall vest the title to such stuff, spirits of turpentine or rosin and other products, in said party of the first part or assigns, so that they may demand the same from any person or carrier as their property, or recover the same by law and any person or carrier in possession of such property is hereby authorized to deliver possession of same to the party of the first part or its assigns, and any person to whom, in violation of the terms of this Contract, such shipments may be made, shall be, and are hereby, as to such shipments relieved from any liability to said part ~~114~~ of the second part, and shall account for the same or proceeds of same, unto the said party of the first part or assigns.

It is further covenanted and agreed that if the part ~~114~~ of the second part shall become indebted to a third person or persons or a corporation, and suit should be brought, and judgment recovered thereon the party of the first part may at its option treat all of the indebtedness hereunder as due and payable and the said mortgage become foreclosable.

It is further covenanted and agreed that if any of the foregoing notes, or their renewals, or any installment of interest upon them, shall remain unpaid when due, or if any of the advances provided for herein shall not be paid at the time when due, according to the agreement between the parties hereto, or if any stipulation or covenant in this agreement shall be and remain unperformed by the said part ~~114~~ of the second part, then each and every of the sums then due, whether then payable or not shall become due and payable, and the mortgage securing the same shall become foreclosable for the aggregate of all sums, principal, interest and attorney's fees.

It is further covenanted and agreed that the net proceeds of all shipments made shall be applied by said party of the first part, or assigns, at its option, to the credit, part payment, or satisfaction of any open account or note of said part.... of the second part, or upon any debt secured by said mortgage....

And should the holder or holders of this Contract place the same in the hands of an attorney at law for enforcement, adjustment or collection, by reason of the failure or refusal of said part ~~114~~ of the second part to comply with its requirements, the fees and commission of said attorney (to be ten per cent. on the amount involved, if suit is filed but if full payment is made without suit, the same to be five per cent.) and all costs and expenses that may be incurred in the premises are to be paid by said part ~~114~~ of the second part, same being secured by this Contract and said mortgage.....

And said party of the first part, in consideration of the premises, agrees and covenants to handle said naval storey upon the consideration hereinbefore mentioned, and to use its best endeavors in the handling, management and sale of the same to conserve the interest of said part ~~114~~ of the second part.

Witness our hands and seals the day and year first above written.
Executed in the presence of:

G. Taylor
O. M. Bennett

WEST FLORIDA NAVAL STORES COMPANY
By *R. J. Mitchell* (SEAL) President
Walden Naval Stores Co
W. C. Taylor Secy & Treas (SEAL)
____ (SEAL)
____ (SEAL)

State of Florida
Escambia County

This Contract Made and entered into this 2nd day of February
Nineteen Hundred Sixteen (1916), between WEST FLORIDA NAVAL STORES

COMPANY, a corporation duly organized under the Laws of the State of Florida, and having its principal office in the City of Pensacola, Florida, as a party of the first part, and Gateswood Naval Stores Company, a corporation organized under the laws of the State of Alabama, and having its principal office at Gateswood, Alabama, carrying on the business of farming, producing and manufacturing naval stores at or near Gateswood Baldwin County, Alabama,

as parties of the second part, WITNESSETH:

That, whereas, on the 2nd day of February 1916 the said parties of the second part made and executed unto said party of the first part Six (6) certain promissory notes, as follows:

- One note for \$ 1450⁰⁰ payable June 15, 1916
- One note for \$ 3750⁰⁰ payable July 1, 1916
- One note for \$ 3750⁰⁰ payable August 15, 1916
- One note for \$ 3750⁰⁰ payable October 15, 1916
- One note for \$ 3750⁰⁰ payable November 15, 1916
- One note for \$ 3750⁰⁰ payable December 30, 1916
- One note for \$ _____ payable _____

aggregating the total sum of Twenty thousand five hundred Dollars, (\$ 20500⁰⁰) covering advances made, and to be made

during the season of 1916-1917; said notes being secured by a mortgage of said parties of the second part, dated February 2nd 1916.

It is further understood and agreed that this Contract shall be a continuing one so long as the party of the first part shall desire it; that is to say, the party of the first part shall have the option when payment is made from time to time, upon the aforesaid debt of the said parties of the second part, to make fresh advances to said parties of the second part, either upon open account or upon promissory note of the said party, said advances to be in such sums as the party of the first part shall deem expedient, and all indebtedness so incurred by the parties of the second part shall be secured by the lien of the mortgage last above mentioned.

Plaintiff's Exhibit #1-

W. Wood No. 6

In Acct. with

WEST FLORIDA NAVAL STORES COMPANY



1917

DATE	ITEMS	NO.	DEBITS	DATE	ITEMS	BARRELS ROSIN	CASKS SPIRITS	CREDITS
			21544 84	Oct 1	Food			537 26
Oct 5	Pay Roll		225 -	Oct 15		197		2008 85
1	Renewal Room		456					
12	Interest Jan		9 75					
15	Sept mos		746 97					
15	Oct "		367 21					
	Interest		1151 38					
TOTAL DEBITS,			23349 71	TOTAL CREDITS,				2546 11
LESS CREDITS,			2546 11	LESS DEBITS,				
BALANCE DEBIT,			20803 60	BALANCE CREDIT,				
NOTES,				NOTES,				

Spencer No 6

In Acct. with

WEST FLORIDA NAVAL STORES COMPANY



1917				1917									
DATE	ITEMS	NO.	DEBITS	DATE	ITEMS	BARRELS ROSIN	CASKS SPIRITS	CREDITS					
	<i>Dr</i>		24252 51		<i>Cr</i>						1991 03		
June 1	Pay Roll	50	225 -	May 14		41					397 12		
11	Overdraw	51	117 50	29		38					372 76		
16	"	52	250 -	30			16				270 26		
15			13 52	June 9			16				258 28		
30	May Mese		109685	11		48					430 53		
29	Overdraw	53	250 -	16			22				347 67		
30	Interest		72454	19		42					367 10		
0	Barrel		20	22			11				170 17		
				29							317 98		
				30			16				247 42		
				June 30	Balance						1780460		
			2694994								2694994		
1917				1917									
July 1	Bal		1780460	July 18		35	x				28366		
13	Pay Roll	54	250	"			17				25360		
27	Overdraw	55	200										
26	Dr Mese		31 38										
31	June Mese		813 58										
Aug 18	Pay Roll	56	225										
7	Dr Mese		2348										
21	"		2359										
15	Renewal R		180										
"	" D		102										
31	July Mese		74506										
Sept 5	Pay Roll		225										
13	"		225										
1	Renewal R		180										
1	" D		102										
15	" R		276										
"	" D		198										
20	Dr Mese		2486										
"	"												
30	Aug Mese		938 91										
	TOTAL DEBITS,		2154484		TOTAL CREDITS,						53726		
	LESS CREDITS,				LESS DEBITS,								
	BALANCE DEBIT,				BALANCE CREDIT,								
	NOTES,				NOTES,								

Gateswood No 6

Gateswood alg.

In Acct. with

WEST FLORIDA NAVAL STORES COMPANY



1917

1917

DATE	ITEMS	NO.	DEBITS	DATE	ITEMS	BARRELS ROSIN	CASKS SPIRITS	CREDITS
			2039842					228863
Mar 3	W. H. McKown	39	30 -	Apr 10			2	3550
14	"	38	39 -	"			43	76944
"	"	40	165 -	18		20		16316
10	Telegram		25			59		52658
1	Renewal Rosin		240			25		23055
15	" Apr		438			12		10911
15	" R		327			6		5017
20	Am. Waters	41	1270			23		19969
21	Seaside 9700		148			16		13696
21	Pay Roll	42	155 -			7		5226
24	Receiving Arls		6 -			6		3054
31	Feb. Mase.		89994	21		1		990
Apr 1	Renewal Rosin		567			3		2763
1	" Apr		270			1		1010
10	Protection Exp No 5	43	11750			2		1937
	A Reason	45	60 -			12		10889
11	Barrelles	46	175 -			11		8476
21	W. H. McKown	47	150 -			6		5886
5	Loading 28 Apr		224			7		5942
	Renewal "		168			13		12802
6	Receiving Arls		865	26		5		3281
30	Mar. Mase.		100889			16		15836
15	Renewal Rosin		201			14		13849
May 5	Overdraw	48	185 -			3		2847
19	"	49	190 -	27		14		12947
31	Apr. Mase.		62533			8		8066
						1		893
						14		14479
				28		2		1969
						3		2866
						8		7041
						3		3075
	TOTAL DEBITS,		2125257		TOTAL CREDITS,			597103
	LESS CREDITS,				LESS DEBITS,			
	BALANCE DEBIT,				BALANCE CREDIT,			
	NOTES,				NOTES,			

Gateswood N Co

Gateswood Co

In Acct. with

WEST FLORIDA NAVAL STORES COMPANY



1916

1916

DATE	ITEMS	NO.	DEBITS	DATE	ITEMS	BARRELS ROSIN	CASKS SPIRITS	CREDITS
	<i>Lord</i>		32587 89		<i>Lord</i>			11899 78
Dec 2	Barrels	219	150	Dec 7		100		1009 76
6	McKoon	220	3910	"			4	9247
9	Barrels	222	135 -	13		120		1204
27	McKoon		160	15		90		918 88
31	See memo		828 63	30		64		638 57
"	Interest		888 90			79		803 35
			34789 52	31	Balance			18222 71
								34789 52
1917				1917				
Jan 1	Balance Forward		18222 71	Jan 24		64		639 85
8	J Howell Jr	221	3931	Feb 15		92		896 07
9	Cash		20 -	24			10	200 77
9	"		15 -	Mar 6	Refund (interest)			240
12	J O Mc Millan		3250	30			28	549 54
16	McKoon	227	150 -					
19	Repairing Barrels		550					
29	Barrels		125 -					
31	See memo		889 36					
"	Jan tally		40 -					
Feb 10	J Howell Jr	36	150 -					
15	Renewal Rosin		240					
16	Repairing Parts		8 -					
2	"		2 -					
15	Renewal 1898		60					
23	J Howell	37	50					
26	Barrels	64	165 -					
28	Jan memo		478 04					
"	52 memo (Millan)		3 -					
			20398 22					
	TOTAL DEBITS,		20398 42		TOTAL CREDITS,			2288 63
	LESS CREDITS,				LESS DEBITS,			
	BALANCE DEBIT,				BALANCE CREDIT,			
	NOTES,				NOTES,			

11/11

Shipping Contract

Gateswood No 6

1916-1917

R. T. RAINES
PUBLIC ACCOUNTANT
AUDITOR
PENSACOLA, FLORIDA

MAN 10 1016 191

M. Gateswood Naval Stores Co., File No. 684
Gateswood, Alabama.

Dear Sir:

I am engaged in an examination of the books and accounts of
WEST FLA. N/S CO.

The records show that on Dec 31 1915 ^{they} were
indebted to ^{you} ~~them~~ in the following amounts, viz:

Balance, \$26,632.81

Will you kindly advise if this agrees with your records, and if not, state wherein the account differs. I enclose a stamped and addressed envelope for reply.

Respectfully yours,

R. T. RAINES,

Per [Signature]

This letter is not sent as a request for payment, but for the sole purpose of enabling our Auditor to verify the accounts and correctly check the books. Please furnish verification as requested.

Very truly yours,

[Signature]

The above is correct with differences if any noted on the back of this letter.

Gateswood N/S Co

101
[Faint, illegible text]

6
[Faint, illegible text]

ack that a/c to
12/31/91 - Shows
Balance \$ 26,632.11

[Faint, illegible text]

SECRETARY T. J. BRYAN
[Faint, illegible text]

State of Alabama,)
Baldwin County.)

This indenture made and entered into this 1st day of December, A. D. 1913 by and between J. C. Maxwell, Jr. and Bernice Howell, his wife, parties of the 1st part and Gateswood Naval Stores Co, a corporation organized and doing business under the laws of the state of Alabama, with its principal office at Gateswood, Baldwin County, Ala, as party of the second part.

WITNESSETH: That the said parties of the 1st part for and in consideration of the sum of \$1,000.00 to them in hand paid the receipt of which is hereby acknowledged, and further good and valuable considerations, among which is the assumption by them of the payment of certain mortgage debts due by the said party of the first part to the West Florida Naval Stores Company; said mortgage is evidenced by record in the office of the Judge of Probate of Baldwin Co., Alabama, recorded in Book 12 of mortgages, page 79-80 and 81, and also Book 11 of mortgages, page 556-557-558.

WITNESSETH, know all men by these presents that the said parties of the 1st part do hereby grant, bargain, sell and convey unto the said party of the second part and their assigns all property of every nature, character and description now owned by them, or used by them, consisting of turpentine still, cut-houses dwelling houses, leases, fixtures, implements, accounts, tools and all other apparatus connected with the said above mentioned business, including the commissary and stock of goods, and portion of the property being more particularly described as follows:

~~One~~ 25 barrel turpentine stills and all fixtures and apparatus used in connection therewith.

125 dip barrels with patent rime.

One steam pump and fixtures.

40 shanties.

Plaintiff's Exhibit # 3 -

2 dwelling houses.
6 mules.
4 horses.
1 buggy (ies) and harness.
~~4~~ wagons.
1 commissary building, 1 barr and lot and

all other buildings used in connection herewith; all the cord wood
 all
 feed and tools ~~of~~ the turpentine and still supplies, all turpen-
 tine and rosin manufactured and all gum in barrels or boxes, in
 at or upon said turpentine place, together with all property of
 every kind and description whatever now owned by the said J. C.
 Howell, Jr., which may have been used by him in connection with
 the said turpentine still and place whether particularly describ-
 ed here in or not; also 5 saddles and bridles and all
 goods and documents and accounts appertaining thereto, including
 all accounts due the commissary. Notes, mortgages and all evidence
 of indebtedness including accounts due by the laborers, also all
 turpentine cups now used in connection with the said turpentine
 business, and all turpentine boxes used in connection with the
 said business, and also the following lease to-wit:

Lease of Jas. D. Russ and J. J. McCaskill, Jr., to J. C.
 Howell, Jr., dated Dec. 15th, 1911 and covering approximately
 10,000 acres of land in Baldwin County, Alabama and Escambia Co.,
 Florida, said lease being recorded in Book 18 N.S., page 659-660
 on the 9th day of Feb., A. D. 1912.

To have and to hold the above described property toget-
 her with all appertanancies there-to belonging to the said party
 of the 2nd part all their assigns forever.

IN WITNESS WHEREOF the said parties of the 1st part have
 hereto set their hands and seals this 20th day of Mar., A. D.
 1914.

Signed, sealed and delivered
 in the presence of

A. R. Maunister
G. C. Richards

J. C. Howell Sec1
Bernice Howell

State of Florida.)
Escambia County.)

Before the subscriber personally appeared J. C. Howell, Jr., and Bernice Howell, his wife, known to me to be the individuals described in and who executed the foregoing instrument, and acknowledged that they executed the foregoing instrument for the purposes therein set forth.

And the said Bernice Howell, wife of the said J. C. Howell, Jr., on a private examination by me held separate and apart from her husband, acknowledged and declared that she executed the same freely and voluntarily and without either fear, compulsion or restraint of or from her husband, and for the purpose of reconveying, relinquishing and conveying all her right of whatsoever kind to the said property.

Given under my hand and official seal this 30th day of Mar. 1914.

A. R. Maunister
NOTARY PUBLIC FOR FLORIDA,
My Commission Expires January 19, 1915.

Wm. J. G.
G. J. G.
G. J. G.

State of Florida
Escambia County.

This Contract Made and entered into this 6th day of January,
Nineteen Hundred Seventeen (1917), between WEST FLORIDA NAVAL STORES

COMPANY, a corporation duly organized under the Laws of the State of Florida, and having its principal office

in the City of Pensacola, Florida, as a party of the first part, and Gateswood Naval
Stores Company a corporation organized under
the laws of the State of Alabama and having its
principal office at Gateswood also
carrying on the business of farming, producing and manufacturing naval stores at or near Gateswood
Baldwin County, Alabama

as part 1st of the second part, WITNESSETH:

That, whereas, on the 6th day of January 1916 the said parties
of the second part made and executed unto said party of the first part 5 certain promissory
notes, as follows:

- One note for \$ 500⁰⁰ payable July 1, 1917
- One note for \$ 3750⁰⁰ payable Sept 15, 1917
- One note for \$ 3750⁰⁰ payable October 15, 1917
- One note for \$ 3750⁰⁰ payable November 15, 1917
- One note for \$ 3750⁰⁰ payable December 30, 1917
- One note for \$ _____ payable _____
- One note for \$ _____ payable _____

aggregating the total sum of Fifteen thousand five hundred
500 Dollars, (\$ 15500⁰⁰) covering advances made, and to be made

during the season of 1917-1918; said notes being secured by a mortgage of said
parties of the second part, dated February 2nd 1916,

above notes being renewal (in part) of those made February 2, 1916
It is further understood and agreed that this Contract shall be a continuing one so long as the party of the

first part shall desire it; that is to say, the party of the first part shall have the option when payment is made
from time to time, upon the aforesaid debt of the said parties of the second part, to make fresh advances to
said parties of the second part, either upon open account or upon promissory note of the said party, said
advances to be in such sums as the party of the first part shall deem expedient, and all indebtedness so incurred
by the parties of the second part shall be secured by the lien of the mortgage last above mentioned.

Plaintiffs Exhibit # 7

Now, Therefore, said part *us* of the second part hereby agree... and covenant... to cut and work not less than
..... crops of virgin cups and crops of virgin boxes, and also to work *one (1)*.....
crops of second year cups crops of second year boxes, crops of third year cups,
..... crops of third year boxes, and *23* crops of fourth year and pulling boxes during the season
of *1917-1918*..., said virgin boxes to be cut and (or) cups to be hung by *Spawwood* *us*
..... upon the lands controlled by said part..... of the second part in
Baldwin County, Alabama..... or elsewhere, either owned or leased by said
part..... of the second part for turpentine purposes.

In consideration of the premises and of One Dollar, receipt whereof is hereby acknowledged, the said part *us*
of the second part, promises and agrees hereby that during the life of this Contract *they* will send or
ship, or cause to be sent or shipped to the said party of the first part, or its successors or assigns, at Pensacola, Florida, or
to such other place as may be designated by the said first party, all of the spirits of turpentine and rosin made from the
turpentine boxes and cups above mentioned, or from the turpentine boxes and cups on any land owned or controlled by the
part *us* of the second part, and any and all turpentine and rosin and other products, produced, purchased or otherwise
acquired by the said part *us* of the second part as soon as possible after it is manufactured or acquired; all such ship-
ments to be made for the account and risk of the said part *us* of the second part.

And in default of such shipments said part *us* of the second part bind *themselves*..... to pay to
said party of the first part, or assigns, as liquidated and stipulated *damages*, for the failure to ship and consign said
products as above provided, and not as a penalty, the sum of *Five hundred*.....
Dollars (\$ *500.00*.....)

And said part *us* of the second part agree... to allow said party of the first part commission and charges for
handling and the sale thereof as follows: Commissions of two and one-half (2½) per cent, on the gross value of said
rosin and spirits of turpentine and other products, and charges, expenses and insurance as follows: For weighing, in-
specting and coopering of rosin and batting dross, six (6) cents per round barrel; for gauging, bunging and coopering
spirits of turpentine, nine (9) cents per cask or barrel. The rate of insurance for every thirty (30) days or fractional
part thereof, to be one-half (½) of one (1) per cent., on the gross value of said rosin and spirits of turpentine and other
products. The storage charges for every thirty (30) days or fractional part thereof, to be six (6) cents per cask or barrel
for spirits of turpentine and five (5) cents per barrel for rosin and batting dross.

And should said part *us* of the second part ship or cause to be shipped, or sell or contract to sell any naval
stores at any time during the continuance of this Contract, until all the indebtedness and covenants mentioned herein
and in said mortgage... are fully paid and performed, to any other factor or person than said party of the first part, or
assigns, then such act of shipment, sale or contract to sell, if any, shall be held and deemed a breach of this Contract in
all its parts, and in consideration of the premises shall render all the indebtedness hereunder or under said mortgage....
due and payable at once, at the option of the said party of the first part, and if so then due, shall vest the title to such stuff,
spirits of turpentine or rosin and other products, in said party of the first part or assigns, so that they may demand the same
from any person or carrier as their property, or recover the same by law and any person or carrier in possession of such prop-
erty is hereby authorized to deliver possession of same to the party of the first part or its assigns, and any person to whom,
in violation of the terms of this Contract, such shipments may be made, shall be, and are hereby, as to such shipments re-
lieved from any liability to said part *us* of the second part, and shall account for the same or proceeds of same, unto the
said party of the first part or assigns.

It is further covenanted and agreed that if the part *us* of the second part shall become indebted to a third person
or persons or a corporation, and suit should be brought, and judgment recovered thereon the party of the first part may
at its option treat all of the indebtedness hereunder as due and payable and the said mortgage become foreclosable.

It is further covenanted and agreed that if any of the foregoing notes, or their renewals, or any installment of in-
terest upon them, shall remain unpaid when due, or if any of the advances provided for herein shall not be paid at the time
when due, according to the agreement between the parties hereto, or if any stipulation or covenant in this agreement shall
be and remain unperformed by the said part *us* of the second part, then each and every of the sums then due, whether
then payable or not shall become due and payable, and the mortgage securing the same shall become foreclosable for the
aggregate of all sums, principal, interest and attorney's fees.

It is further covenanted and agreed that the net proceeds of all shipments made shall be applied by said party of
the first part, or assigns, at its option, to the credit, part payment, or satisfaction of any open account or note of said
part *us* of the second part, or upon any debt secured by said mortgage....

And should the holder or holders of this Contract place the same in the hands of an attorney at law for enforcement,
adjustment or collection, by reason of the failure or refusal of said part... of the second part to comply with its re-
quirements, the fees and commission of said attorney (to be ten per cent. on the amount involved, if suit is filed but if full
payment is made without suit, the same to be five per cent.) and all costs and expenses that may be incurred in the prem-
ises are to be paid by said part *us* of the second part, same being secured by this Contract and said mortgage.....

And said party of the first part, in consideration of the premises, agrees and covenants to handle said naval storey
upon the consideration hereinbefore mentioned, and to use its best endeavors in the handling, management and sale of the
same to subserve the interest of said part *us* of the second part.

Witness our hands and seals the day and year first above written.

Executed in the presence of:

WEST FLORIDA NAVAL STORES COMPANY

By *G. S. Mitchell* (SEAL)
President
Spawwood Naval Stores Co
By *J. P. ...* (SEAL)
President
..... (SEAL)
..... (SEAL)

Witness
M. Bennett
Ellie M. Attridge

1871-1872

Wm. W. Phelps

Wm. W. Phelps

Wm. W. Phelps

No 388

THIS PERMIT EXPIRES
DECEMBER 31, 1916

\$10.00

Corporation Permit, 1916



THE STATE OF ALABAMA

Office of Secretary of State

This is to Certify That

Wash Florida Naval Stores Co

a corporation organized under the laws of *Alabama* and engaged in the business of

Naval Stores has paid the Secretary of State the sum of \$10.00

as required by Sections 3651 to 3653, both inclusive, of Code of Alabama 1907. This permit is therefore

issued authorizing the doing of such business in the State of Alabama by said Corporation for the year 1916, and

is subject to terms and conditions of said Sections.

1916

Feb 15 1916.

John Purifoy
Secretary of State.



M. C. Allgood

State Auditor.

Plain type # 5-

No 125

THIS LICENSE EXPIRES
SEPTEMBER 30, 1916

Dec 31, 1916

\$18.00
Fee 50

LICENSE, 1916

THE STATE OF ALABAMA

COUNTY OF ESCAMBIA

This is to Certify, That *East Florida Naval Stores Co.*

HAVE DEPOSITED WITH THE JUDGE OF PROBATE OF SAID COUNTY:

For the use of the State *Twelve* Dollars

For the use of the County *Six* Dollars

as required by law, and *is* therefore authorized from and after date of this License

to transact business as *Foreign Corporation*

at *Brewer's*

Feb 18, 1916.

Countersigned by *M. Rushing*
Judge of Probate.



M. C. Allgood
State Auditor.

THIS LICENSE IS NOT TRANSFERABLE

Plaintiffs # 6-

306

No. 30

THIS LICENSE EXPIRES
DECEMBER 31, 1917

\$

FRANCHISE LICENSE, 1917



THE STATE OF ALABAMA

COUNTY OF ESCAMBIA, ALA. Jan. 1 1917

This is to Certify, that W. H. Florida Naval Stores Co., Inc.

has deposited with the Judge of Probate of said County:

For the use of the State Five DOLLARS

For the use of the County Five DOLLARS

as required by law, and therefore authorized from and after date of this License

to transact business as General Agent

at Escambia County, Alabama

Jan. 1 1917

Countersigned:

W. H. Rushing
Judge of Probate.



M. C. Allgood

State Auditor.

THIS LICENSE IS NOT TRANSFERABLE

Plaintiffs # 7

State Alabama
Baldwin County

This Indenture, made on this 20th day of March A. D. 1914

by and between Gateswood Naval Stores Co, a Corporation
organized and doing business under the
Laws of Alabama, its principal office
at Gateswood

of the County of Baldwin State of Alabama

part y of the first part, and WEST FLORIDA NAVAL STORES COMPANY, a corporation created
and existing under the laws of the State of Florida, party of the second part.

WITNESSETH: That the said part y of the first part, for and in consideration of the sum
of Thirty Thousand Dollars
(30000⁰⁰) to the said Gateswood Naval Stores
Company.

paid by the said party of the second part, the receipt whereof is hereby acknowledged, the said part y
of the first part do so hereby grant, bargain, sell, assign, set over and convey unto the said second
party, its successors and assigns all the following described property, the same being in the County y
of Baldwin

and in the State of Alabama as follows:

One 25 lbs. turpentine still, and all the fixtures and appurte-
nances thereunto belonging or appertaining, together with the land including and on which the same,
and the buildings appurtenant thereto or connected therewith, are situated; and the right to use and
operate the same for the manufacture of naval stores, and for the purpose of conducting a naval stores
business.

Also the following described horses, mules and oxen:

6 head mules, {
4 " Horses } Description wanted
The lien of this mortgage to attach and be effective on
all kind of stores, vehicles, articles and things as well
as leases of timber for turpentine line, and personal
property in General that may be here after acquired
either as an addition to that mentioned herein
or in lieu of such as may die, wear out or be
used therefrom in the Regular course of
business
Plaintiffs Exhibit #8.

Also all vehicles described as follows:

3 - Two Horse Wagon
1 - one -
1 Buggy

Together with 7 sets harness, 5 bridles and saddles 1 sets buggy harness appurtenant to said business, or used, on or with any animals in connection therewith.

Also 125 dip barrels 1 steam pumps hand pumps 1 cooper shop tools and all tools, utensils, appurtenances and distiller's supplies, with all staves, heading, bungs, glue, batting and all material used in the cooperage business.

Also 2 dwelling houses 40 shanties 1 commissary building 1 barn and lot and all buildings and structures of every sort on said premises, and generally all articles or things belonging to or for use in connection with said still and naval stores business.

Also all book and open accounts, notes, checks, bills receivable and all debts and evidences of debt now accrued or hereafter accruing from said naval stores business, or the commissary appurtenant thereto.

Also all of the following real estate, to-wit:

None

also, 10 crops McKay close fit cups

7 7 - 1 Done 4
5 - 1 Somers 4
6 - Landis & McKay 4

Also, the following leases for turpentine purposes; said leases being hereby transferred, set over and assigned as additional security to the said party of the second part, its successors and assigns, together with all of the right, title and interest of the said part..... of the first part, of, in, and to, the premises described, and the rights and privileges thereby granted, for the length of time and in the manner specified in each of said leases respectively, to-wit:

Lease dated Dec 15th 1912 made by J D Russ & J J McCanigg
to J C Howell Jr.

and covering the following described lands: about 10000 acres Land
Said Lease being recorded in the Records of
Baldwin Co. Alabama Feby 9th 1912 in Book
1875 Page 659

Also all the leases held, owned and controlled by the said part 4 of the first part for turpentine purposes, which said leases are hereby transferred, set over and assigned to the said party of the second part, its successors and assigns, together with all right, title and interest of the said part 4 of the first part in, and to the premises described therein, and all the rights and privileges thereby granted for the length of time, and in the manner specified in each of said leases respectively; also any other leases, leaseholds or other interests in land now owned, or hereafter acquired, during the continuance of this contract, until the indebtedness and obligation hereby secured are fully satisfied and discharged; together with all the right, title and interest of the said first part 4 in and to the property covered thereby and described therein, and the rights and privileges thereby granted for the length of time and in the manner specified in each of said leases or conveyances, or other interest in lands.

Also all buildings, shanties and other structures, whether on lands herein described and conveyed or on other lands, with the full right of access to and egress from the same and the enjoyment thereof; also, all turpentine boxes, together with all rights appurtenant thereto, and all product therefrom, whether on lands covered hereby or on other lands now owned or controlled by the said part 4 of the first part, or which may be acquired or controlled by the said part 4 of the first part during the continuance of this contract, hereby warranting that the said part 4 of the first part has at the present time the following:

5 1/2 crops (containing 10,500 boxes each) virgin turpentine cup
7 crops (containing 10,500 boxes each) yearling turpentine cup
21 1/2 crops (containing 10,500 boxes each) third year turpentine boxes. cup
 _____ crops (containing 10,500 boxes each) fourth year or pulling turpentine boxes.

Also all crude and manufactured turpentine, spirits of turpentine and rosin, and other products owned, or in any manner acquired by the said part 4 of the first part during the continuance of this contract; including all crude turpentine in the boxes, at the still or elsewhere, and all products of said naval stores plant of every kind and character, and all which may, during said time, be purchased, gathered or manufactured by the agents or servants of the said part 4 of the first part, or by any one for them, whether on any of the lands or leaseholds described herein, or other lands.

Also any increase of the above property, or any part thereof, until this mortgage is fully satisfied and discharged.

Also all other property, real, personal and mixed now owned or hereafter, during the continuance of this contract, acquired by the said first part 4, situated in the said Count 4 of Baltimore and the State of Alabama saving and excepting herefrom only, all stocks of goods kept for sale now or hereafter contained in the commissary or store of the said part 7 of the first part.

The said Mortgagor 3 covenant 3 and agree 3 that They will cut 15 1/2 crops this Winter.

Together with all and singular the tenements, hereditaments, rights, members, privileges and appurtenances thereunto belonging, or in anywise appertaining.

THE FOREGOING CONVEYANCE is intended to be and is a mortgage to secure payment of 9 promissory notes, all bearing date March 20th 1914

payable to the order of the said WEST FLORIDA NAVAL STORES COMPANY, at its office in Pensacola, Florida, the amounts and dates of maturity of said notes being as follows:

- One note for 2500⁰⁰ Dollars, due June 15th 1914
- One note for 2500⁰⁰ Dollars, due July 15th 1914
- One note for 2500⁰⁰ Dollars, due Aug 15th 1914
- One note for 2500⁰⁰ Dollars, due Sept 15th 1914
- One note for 2500⁰⁰ Dollars, due Oct. 15th 1914
- One note for 2500⁰⁰ Dollars, due Nov 1st 1914
- One note for 5000⁰⁰ Dollars, due Nov. 15th 1914
- One note for 5000⁰⁰ Dollars, due Dec 15th 1914
- " " 5000⁰⁰ " " " 31st 1914

And the said part 4 of the first part hereby expressly covenant to and with the said second party, its successors and assigns, that they are well seized and possessed of all the property hereby described and conveyed, and that they have full right, power and authority to convey or mortgage the same, and that all of said property, and that every part thereof, is free from encumbrances of whatsoever kind, with the exceptions herein mentioned, and that during the continuance of this contract, and until the indebtedness hereby secured shall be fully discharged, the same will be kept free from all other mortgages, judgment, liens or encumbrance of any sort, whether by law or by contract.

And the said part 4 of the first part further covenant to that they will not box, cut or work any trees upon lands of the United States, or upon any lands which have not been fully proven up; and that they will not purchase or in any manner acquire any crude turpentine or manufactured turpentine or rosin gathered or produced from trees upon lands of the United States, or upon lands which have not been fully proven up.

And it is further expressly understood and agreed that the said part 4 of the first part shall fully perform all and any of the obligations and duties incumbent upon them by the terms of a certain contract, which is called a shipping contract, of even date herewith and shall not without written consent of the second party first obtained, conceal, sell, pledge, mortgage, or otherwise dispose of, or attempt to conceal, sell, pledge, mortgage or otherwise dispose of any of the property now on hand, or hereafter acquired, which shall be conveyed or covered by this mortgage.

It is mutually covenanted and agreed by and between the parties hereto, in consideration of the premises, that this instrument does and shall in no wise affect or impair that certain indenture of mortgage executed and delivered by J. C. Howell Jr & Bennie Howell

in favor of West Florida Naval Stores Co

on Dec. 13th, A. D. 1912 and duly recorded in the public records of

Baldwin County, State of Alabama

on the 15th day of March, A. D. 1913, in Mortgage Book

11, beginning on page 556-7-8 thereof:

Nor shall this instrument in any wise affect or impair the debts and demands secured by said mortgage..... or any of them, the same being now and at any time subject to foreclosure whenever the said party of the second part, its successors or assigns, may so desire, it being expressly the intention of the parties hereto to make this mortgage supplemental to the said mortgage..... above described, and to give additional security to the debts and demands therein specified, as well as to secure the amount herein mentioned.

The said first part y further agree..... that they will, at their own expense, keep all the buildings, fixtures and improvements on said property in as good condition as they now are.

The mortgagor..... agree..... that the indebtedness covered by this mortgage shall become immediately due and payable and this mortgage shall become immediately foreclosable for all sums secured hereby, if the said indebtedness or any part thereof, or the said interest or any installment thereof, shall not be paid according to the terms of the said notes and their renewals, or if the mortgagor..... shall do anything prohibited by or shall omit the doing of anything required to be done by this mortgage or by the shipping contract herein above referred to; and all costs and expenses, including attorney's fees and commissions incurred in collecting this mortgage debt, shall be a part of the mortgage debt and a lien upon the mortgaged property, and if a foreclosure of this mortgage be had, or a suit to foreclose the same be rightfully begun, they will pay all costs and expenses in the said suit, including an attorney's fee to the attorney of the complainant foreclosing of Fifteen Dollars (\$15.00) and also 10 per cent. upon the amount due to the complainant, which costs and fees shall be included in the lien of this mortgage and in the sum paid to complainant or decreed upon foreclosure.

IN WITNESS WHEREOF the said part y of the first part have hereunto set it hand..... and seal..... this 20th day of March A. D. 1914

Signed, sealed and delivered in presence of

E. V. Lindstrom

O. M. Bennett

<u>Waleswood Naval Stores Co</u>	[L. s.]
<u>Chas. J. Applegate</u>	[L. s.]
<u>Pres</u>	[L. s.]
<u>Waleswood Naval Stores Co.</u>	[L. s.]
<u>Rev. Arthur Taylor Secy & Treas</u>	[L. s.]

State of Florida }
Escambia County. }

Before the subscriber personally appeared J. Estelle Jr. President of
The Galiswood Marble Stones Co.

known to me to be the individual described in, and who executed the foregoing instrument, and acknowledged that he executed the foregoing instrument for the uses and purposes therein set forth.

Given under my hand and official seal this 20th day of March A. D. 1914

A. R. McAuley

NOTARY PUBLIC STATE OF FLORIDA,
My Comm. Expires March 31, 1915.

State of _____ }
_____ County. }

Before the subscriber personally appeared _____

known to me to be the individual described, in and who executed the foregoing instrument and to be the wife of _____

who on _____ private examination by me, held separate and apart from _____ husband, acknowledged and declared that _____ executed the same freely and voluntarily, and without fear, apprehension, compulsion or constraint of or from _____ husband, and for the purpose of renouncing, relinquishing and conveying all _____ right of whatsoever kind in and to the said property.

Given under my hand and official seal this _____ day of _____ A. D. 191 _____

STATE OF ALABAMA,)
Baldwin County,) I, J. H. R. Smith, Judge of
Probate for said county, hereby certify that the following
privilege tax has been paid on the within instrument as re-
quired by Acts 1902 & 1903 viz \$ 45 cts. 00
J. H. R. Smith Judge of Probate

By J. S. Wheeler Clerk

30000⁰⁰

Mortgage
Galeswood N.S.G. to
West Florida N.S.G.

THE STATE OF ALABAMA, } Office of the Judge of
BALDWIN COUNTY. } the Probate Court,

I, J. H. H. SMITH, Judge of said Court in and for
said County, do hereby certify that the within instru-
ment was filed in this office for record on the 6th
day of April, 1914, at _____
o'clock _____, and I further certify that the
same is duly recorded in Record Book No. 13 Mtgs
Page 406-7 and duly examined.

Witness my hand this 6th day of
April, 1914
J. H. H. Smith Judge of Probate Court
By _____

West Florida Naval
Stores Co
Pensacola Fla
4/14/14 Rec 3.00⁰⁰
July 15.00⁰⁰ Pd

State of Florida
Escambia County.

This Contract Made and entered into this 20th day of March
Nineteen Hundred Fourteen (1914), between WEST FLORIDA NAVAL STORES
COMPANY, a corporation duly organized under the Laws of the State of Florida, and having its principal office in the
City of Pensacola, Florida, as party of the first part, and Gateswood Naval
Stores Co

carrying on the business of farming, producing and manufacturing naval stores at or near Gateswood
Baldwin County, Florida
as part of the second part, WITNESSETH:

That, whereas, on the 20th day of March, 1914 the said part 4
of the second part made and executed unto said party of the first part nine certain promissory
notes, as follows:

One note for \$ 2500 ⁰⁰	payable June 15 th 1914
One note for \$ 2500 ⁰⁰	payable July 15 th 1914
One note for \$ 2500 ⁰⁰	payable Aug 15 th 1914
One note for \$ 2500 ⁰⁰	payable Sept 15 th 1914
One note for \$ 2500 ⁰⁰	payable Oct 15 th 1914
One note for \$ 2500 ⁰⁰	payable Nov. 1 st 1914
One note for \$ 5000 ⁰⁰	payable " 15 th 1914
" " 5000 ⁰⁰	" Dec 15 th 1914
aggregating the total sum of 30000 ⁰⁰	" Dec 31 st 1914

Thirty thousand Dollars, (\$ 30000⁰⁰) covering advances made, and to be made
during the season of 1914/1915; said notes being secured by a mortgage of said
part 4 of the second part, dated Mich. 20th 1914

It is further understood and agreed that this Contract shall be a continuing one so long as the party of the first part
shall desire it; that is to say, the party of the first part shall have the option when payment is made from time to time,
upon the aforesaid debt of the said part 4 of the second part, to make fresh advances to said part 4 of the second
part, either upon open account or upon promissory note of the said party, said advances to be in such sums as the party of
the first part shall deem expedient, and all indebtedness so incurred by the part 4 of the second part shall be secured
by the lien of the mortgage last above mentioned.

Plaintiff's Exp. #9

Now, Therefore, said part. 4... of the second part hereby agree, and covenant, to cut and work not less than 5 1/2... crops of virgin cups and... crops of virgin boxes, and also to work... crops of second year cups... crops of second year boxes, ... 2 1/2... crops of third year cups, ... crops of third year boxes, and ... crops of fourth year and pulling boxes during the season of 1914/1915, said virgin boxes to be cut and (or) cups to be hung by Gateswood Naval Stores Co. upon the lands controlled by said part. 4... of the second part in Baldwin County, Alabama or elsewhere, either owned or leased by said part. 4... of the second part for turpentine purposes.

In consideration of the premises and of One Dollar, receipt whereof is hereby acknowledged, the said part. 4... of the second part, promises and agrees hereby that during the life of this Contract ... They... will send or ship, or cause to be sent or shipped to the said party of the first part, or its successors or assigns, at Pensacola, Florida, or to such other place as may be designated by the said first party, all of the spirits of turpentine and rosin made from the turpentine boxes and cups above mentioned, or from the turpentine boxes and cups on any land owned or controlled by the part. 4... of the second part, and any and all turpentine and rosin and other products, produced, purchased or otherwise acquired by the said part. 4... of the second part as soon as possible after it is manufactured or acquired; all such shipments to be made for the account and risk of the said part. 4... of the second part.

And in default of such shipments said part. 4... of the second part bind ... themselves to pay to said party of the first part, or assigns, as liquidated and stipulated damages, for the failure to ship and consign said products as above provided, and not as a penalty, the sum of ... One thousand Dollars (\$1,000.00).....

And said part. 4... of the second part agree.. to allow said party of the first part commission and charges for handling and the sale thereof as follows: Commissions of two and one-half (2 1/2) per cent., on the gross value of said rosin and spirits of turpentine and other products, and charges, expenses and insurance as follows: For weighing, inspecting and cooping of rosin and batting dross, six (6) cents per round barrel; for gauging, bunging and cooping spirits of turpentine, nine (9) cents per cask or barrel. The rate of insurance for every thirty (30) days or fractional part thereof, to be one-half (1/2) of one (1) per cent., on the gross value of said rosin and spirits of turpentine and other products. The storage charges for every thirty (30) days or fractional part thereof, to be six (6) cents per cask or barrel for spirits of turpentine and five (5) cents per barrel for rosin and batting dross.

And should said part. 4... of the second part ship or cause to be shipped, or sell or contract to sell any naval stores at any time during the continuance of this Contract, and until all the indebtedness and covenants mentioned herein and in said mortgage.. are fully paid and performed, to any other factor or person than said party of the first part, or assigns, then such act of shipment, sale or contract to sell, if any, shall be held and deemed a breach of this Contract in all its parts, and in consideration of the premises shall render all the indebtedness hereunder or under said mortgage.... due and payable at once, at the option of the said party of the first part, and if so then due, shall vest the title to such stuff, spirits of turpentine or rosin and other products, in said party of the first part or assigns, so that they may demand the same from any person or carrier as their property, or recover the same by law and any person or carrier in possession of such property is hereby authorized to deliver possession of same to the party of the first part or its assigns, and any person to whom, in violation of the terms of this Contract, such shipments may be made, shall be, and are hereby, as to such shipments relieved from any liability to said part. 4... of the second part, and shall account for the same or proceeds of same, unto the said party of the first part or assigns.

It is further covenanted and agreed that if the part. 4... of the second part shall become indebted to a third person or persons or a corporation, and suit should be brought, and judgment recovered thereon the party of the first part may at its option treat all of the indebtedness hereunder as due and payable and the said mortgage become foreclosable.

It is further covenanted and agreed that if any of the foregoing notes, or their renewals, or any installment of interest upon them, shall remain unpaid when due, or if any of the advances provided for herein shall not be paid at the time when due, according to the agreement between the parties hereto, or if any stipulation or covenant in this agreement shall be and remain unperformed by the said part. 4... of the second part, then each and every of the sums then due, whether then payable or not shall become due and payable, and the mortgage securing the same shall become foreclosable for the aggregate of all sums, principal, interest and attorney's fees.

It is further covenanted and agreed that the net proceeds of all shipments made shall be applied by said party of the first part, or assigns, at its option, to the credit, part payment, or satisfaction of any open account or note of said part. 4... of the second part, or upon any debt secured by said mortgage....

And should the holder or holders of this Contract place the same in the hands of an attorney at law for enforcement, adjustment or collection, by reason of the failure or refusal of said part. 4... of the second part to comply with its requirements, the fees and commission of said attorney (to be ten per cent. on the amount involved, if suit is filed but if full payment is made without suit, the same to be five per cent.) and all costs and expenses that may be incurred in the premises are to be paid by said part. 4... of the second part, same being secured by this Contract and said mortgage.....

And said party of the first part, in consideration of the premises, agrees and covenants to handle said naval stores upon the consideration hereinbefore mentioned, and to use its best endeavors in the handling, management and sale of the same to subserve the interest of said part. 4... of the second part.

Witness our hands and seals the day and year first above written. Executed in the presence of:

Mattye A. Brunson
O M Bennett

West Florida Naval Stores Company

By V S Mitchell President. SEAL
Gateswood Naval Stores Co SEAL
By J. Howard SEAL
Pur SEAL

1857
Shipping Certificate
New York N.Y.

West Florida W/S Co,

vs
Lutescent Naval Stores Co

Original Testimony of
Witnesses for Parties Taken
by Rosa Jung, as
Commissioner

Foot Note:

The respondents, and each of them, are required to answer each and every paragraph of the foregoing bill of complaint, from first to seventh, both inclusive, but not under oath, answer under oath being expressly waived.

HAMILTON & LEIGH,

Solicitors for Complainant.

THE STATE OF ALABAMA,)

ESCAMBIA COUNTY.

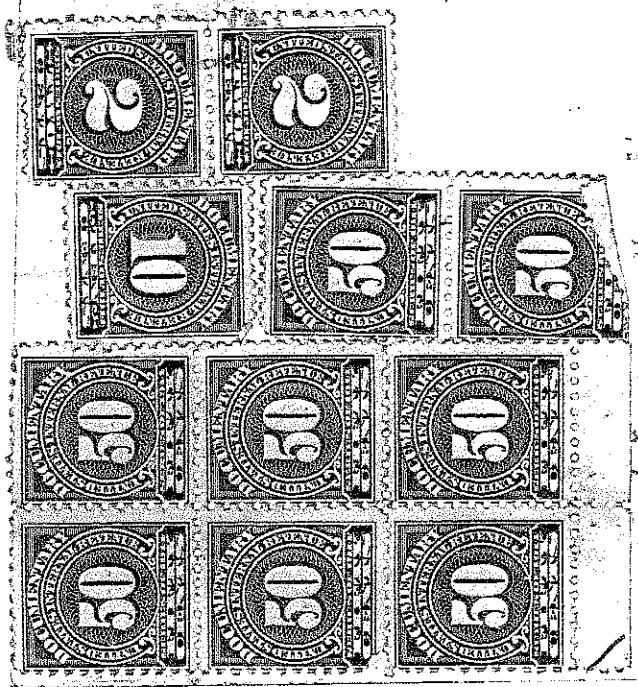
Before me, Stephen A. Douglas a Notary Public in and for said County and State, personally appeared John D. Leigh, who being by me first duly and legally sworn, doth depose and say that he is one of the solicitors for the complainant in the foregoing stated cause, and is also the agent of the complainant; that the facts set forth in the foregoing bill are true as therein stated, and that

W. Taylor is a non-resident of the State of Alabama,

Moultrie County of Colquitt,

J. D. Leigh

J. Howell
V. H. McKown
For value received
I here by transfer
this note to
John A. Carlton
with out record
on Mr. J. Taylor
11/9/16 1829



AFTER FIVE DAYS RETURN TO

T. W. RICHERSON
REGISTER AND CLERK OF THE CIRCUIT COURT
BALDWIN COUNTY
BAY MINETTE, ALA.



T. W. Richerson
Bay Minette Alabama.

Foot Note:

The respondents, and each of them, are required to answer each and every paragraph of the foregoing bill of complaint, from first to seventh, both inclusive, but not under oath, answer under oath being expressly waived.

HAMILTON & LEIGH,

Solicitors for Complainant.

THE STATE OF ALABAMA,)

ESCAMBIA COUNTY.

Before me, Stephen A. Douglas a Notary

Public in and for said County and State, personally appeared John D. Leigh, who being by me first duly and legally sworn, doth depose and say that he is one of the solicitors for the complainant in the foregoing stated cause, and is also the agent of the complainant; that the facts set forth in the foregoing bill are true as therein stated, and that

W. Taylor is a non-resident of the State of Alabama

Post Office Department
OFFICIAL BUSINESS

Original Reg. No. 765

RETURN TO: W. M. Richerson
(Name of sender)

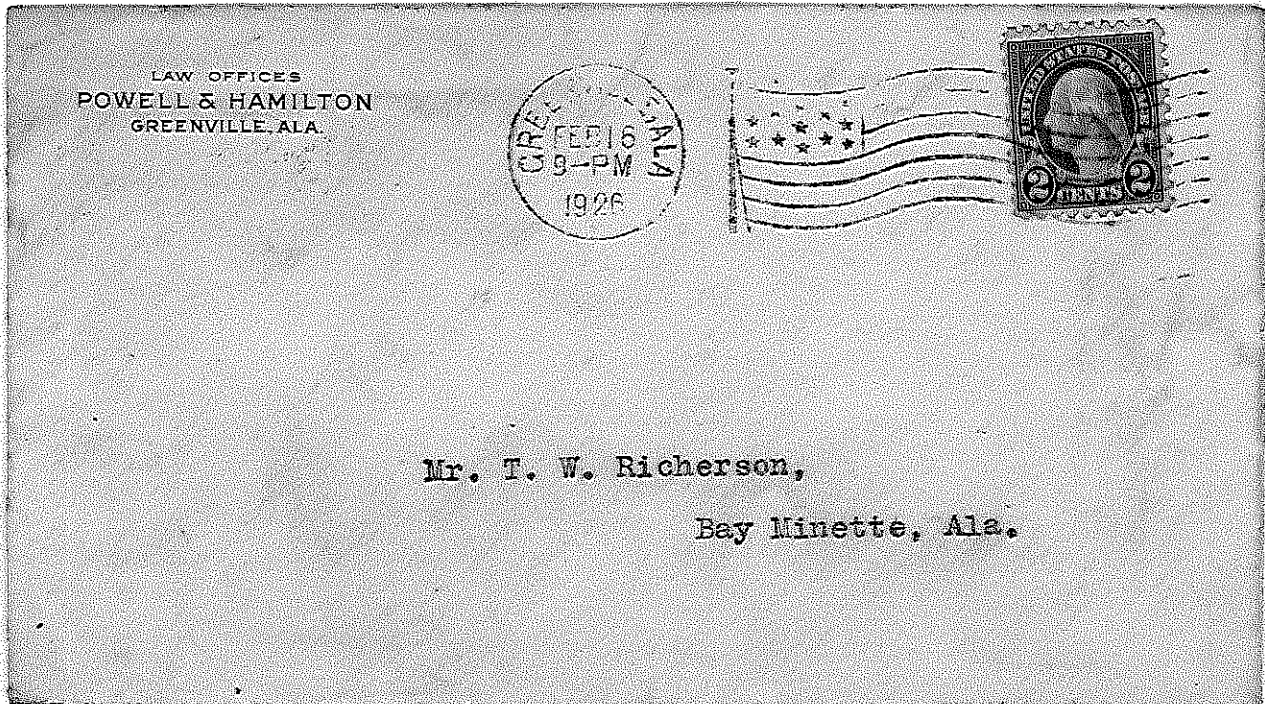
Bay Minette
Post Office at

Ala.
State

Penalty for Private Use to Avoid Payment of Postage \$200

MOULTON
OCT 29
8 AM
CA
and Date of Delivery

The postmaster who delivers the registered article must see that this card is properly signed, correctly postmarked, and mailed to the sender, without envelope or postage.



REGISTRY RETURN RECEIPT

Received from the postmaster registered article, the original number of which appears on the reverse side of this card.

Date of delivery: 10/18/1917

Signature of addressee: T. W. Richerson

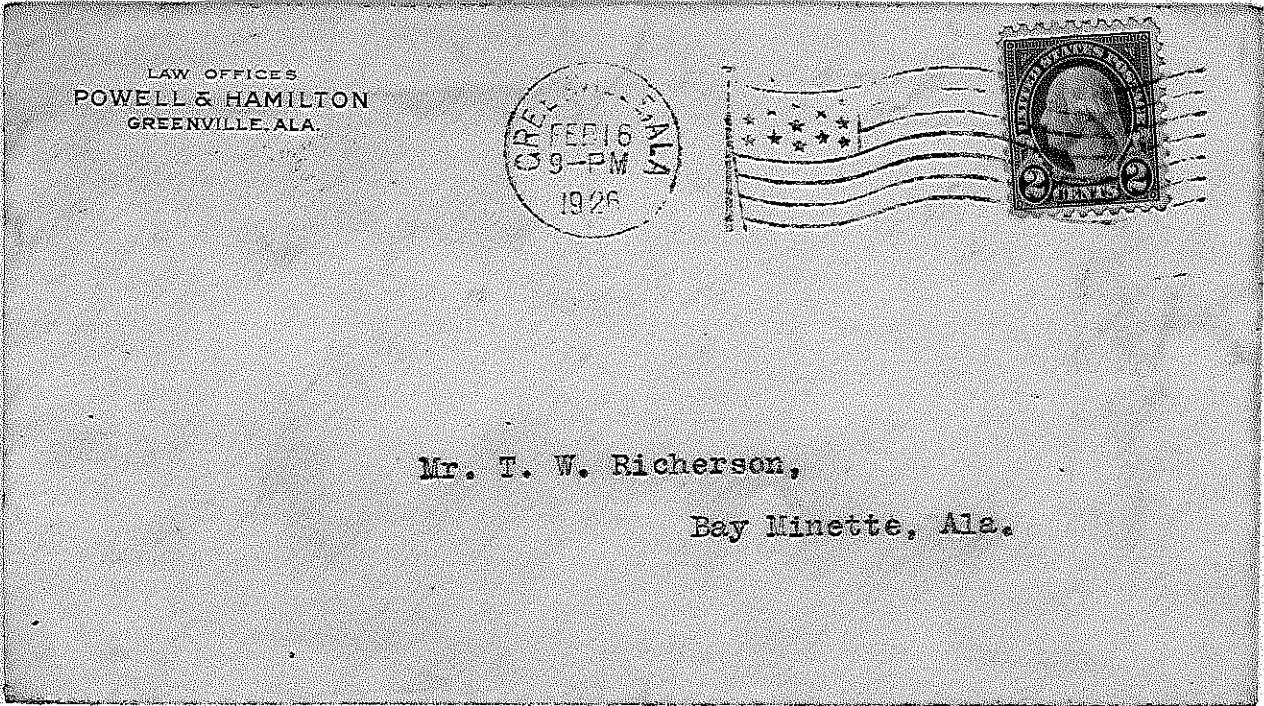
Signature of sender: [Illegible]

When delivery is made to an addressee, the name and address of the addressee must appear on the receipt.

The receipt must be retained by the sender until the actual date of delivery and mailed to the post office with the article or postage.

When the above receipt has been properly signed it must be returned with the article to the post office in duplicate to any responsible person who customarily receives the ordinary mail at the address, in duplicate to any other person who customarily receives the ordinary mail at the address, in duplicate to any other person who customarily receives the ordinary mail at the address, in duplicate to any other person who customarily receives the ordinary mail at the address.

Form 1548



\$2,069.45

#19675

PENSACOLA, FLA. May 29th 1916

August 1st 1917

AFTER DATE Me PROMISE TO

PAY TO THE ORDER OF G. F. Taylor

Twenty Thousand, Six Hundred Ninety Four 50/100 DOLLARS

FOR VALUE RECEIVED, WITH INTEREST AT THE RATE OF Eight PER CENT PER ANNUM FROM MATURITY UNTIL PAID. PAYABLE AT

THE CITIZENS AND PEOPLES NATIONAL BANK OF PENSACOLA, PENSACOLA, FLA.

ALL PERSONS NOW OR HEREAFTER, BECOMING PARTIES HERETO, HEREBY WAIVE DEMAND AND PROTEST, AND NOTICE OF DEMAND, NON-PAYMENT AND PROTEST, AFTER DEFAULT IN PAYMENT AND THIS NOTE SHALL HAVE BEEN PLACED IN THE HANDS OF AN ATTORNEY FOR COLLECTION. WE (I) AGREE TO PAY AN ATTORNEY'S FEE OF FIVE PER CENT IF PAID BEFORE SUIT, AND TEN PER CENT IF PAID AFTER SUIT, AND ALL COSTS OF COLLECTION.

Walterwood Naval Stores Co
Wm. C. Powell

Now, Therefore, said part^{ies} . . . of the second part hereby agree . . . and covenant . . . to cut and work not less than . . . crops of virgin cups and . . . crops of virgin boxes, and also to work . . . one (1) . . . crops of second year cups . . . crops of second year boxes, . . . crops of third year cups, . . . crops of third year boxes, and . . . 23 . . . crops of fourth year and pulling boxes during the season of 1917-1918 . . . , said virgin boxes to be cut and (or) cups to be hung by Gateswood N. S. Co. . . . upon the lands controlled by said part^{ies} . . . of the second part in . . . Baldwin County, Alabama . . . or elsewhere, either owned or leased by said part . . . of the second part for turpentine purposes.

In consideration of the premises and of One Dollar, receipt whereof is hereby acknowledged, the said part^{ies} . . . of the second part, promises and agrees hereby that during the life of this Contract . . . they . . . will send or ship, or cause to be sent or shipped to the said party of the first part, or its successors or assigns, at Pensacola, Florida, or to such other place as may be designated by the said first party, all of the spirits of turpentine and rosin made from the turpentine boxes and cups above mentioned, or from the turpentine boxes and cups on any land owned or controlled by the part^{ies} . . . of the second part, and any and all turpentine and rosin and other products, produced, purchased or otherwise acquired by the said part^{ies} . . . of the second part as soon as possible after it is manufactured or acquired; all such shipments to be made for the account and risk of the said part^{ies} . . . of the second part.

And in default of such shipments said part^{ies} . . . of the second part bind . . . themselves . . . to pay to said party of the first part, or assigns, as liquidated and stipulated damages, for the failure to ship and consign said products as above provided, and not as a penalty, the sum of . . . Five Hundred . . . Dollars (\$ 500.00 . . .)

And said part^{ies} . . . of the second part agree . . . to allow said party of the first part commission and charges for handling and the sale thereof as follows: Commissions of two and one-half (2½) per cent, on the gross value of said rosin and spirits of turpentine and other products, and charges, expenses and insurance as follows: For weighing, inspecting and coopering of rosin and batting dress, six (6) cents per round barrel; for gauging, bunging and coopering spirits of turpentine, nine (9) cents per cask or barrel. The rate of insurance for every thirty (30) days or fractional part thereof, to be one-half (½) of one (1) per cent., on the gross value of said rosin and spirits of turpentine and other products. The storage charges for every thirty (30) days or fractional part thereof, to be six (6) cents per cask or barrel for spirits of turpentine and five (5) cents per barrel for rosin and batting dress.

And should said part^{ies} . . . of the second part ship or cause to be shipped, or sell or contract to sell any naval stores at any time during the continuance of this Contract, until all the indebtedness and covenants mentioned herein and in said mortgage . . . are fully paid and performed, to any other factor or person than said party of the first part, or assigns, then such act of shipment, sale or contract to sell, if any, shall be held and deemed a breach of this Contract in all its parts, and in consideration of the premises shall render all the indebtedness hereunder or under said mortgage . . . due and payable at once, at the option of the said party of the first part, and if so then due, shall vest the title to such stuff, spirits of turpentine or rosin and other products, in said party of the first part or assigns, so that they may demand the same from any person or carrier as their property, or recover the same by law and any person or carrier in possession of such property is hereby authorized to deliver possession of same to the party of the first part or its assigns, and any person to whom, in violation of the terms of this Contract, such shipments may be made, shall be, and are hereby, as to such shipments relieved from any liability to said part^{ies} . . . of the second part, and shall account for the same or proceeds of same, unto the said party of the first part or assigns.

It is further covenanted and agreed that if the part^{ies} . . . of the second part shall become indebted to a third person or persons or a corporation, and suit should be brought, and judgment recovered thereon the party of the first part may at its option treat all of the indebtedness hereunder as due and payable and the said mortgage become foreclosable.

It is further covenanted and agreed that if any of the foregoing notes, or their renewals, or any installment of interest upon them, shall remain unpaid when due, or if any of the advances provided for herein shall not be paid at the time when due, according to the agreement between the parties hereto, or if any stipulation or covenant in this agreement shall be and remain unperformed by the said part^{ies} . . . of the second part, then each and every of the sums then due, whether then payable or not shall become due and payable, and the mortgage securing the same shall become foreclosable for the aggregate of all sums, principal, interest and attorney's fees.

It is further covenanted and agreed that the net proceeds of all shipments made shall be applied by said party of the first part, or assigns, at its option, to the credit, part payment, or satisfaction of any open account or note of said part^{ies} . . . of the second part, or upon any debt secured by said mortgage . . .

And should the holder or holders of this Contract place the same in the hands of an attorney at law for enforcement, adjustment or collection, by reason of the failure or refusal of said part . . . of the second part to comply with its requirements, the fees and commission of said attorney (to be ten per cent. on the amount involved, if suit is filed but if full payment is made without suit, the same to be five per cent.) and all costs and expenses that may be incurred in the premises are to be paid by said part^{ies} . . . of the second part, same being secured by this Contract and said mortgage . . .

And said party of the first part, in consideration of the premises, agrees and covenants to handle said naval stores upon the consideration hereinbefore mentioned, and to use its best endeavors in the handling, management and sale of the same to subserve the interest of said part^{ies} . . . of the second part.

Witness our hands and seals the day and year first above written.

Executed in the presence of:

WEST FLORIDA NAVAL STORES COMPANY

Witness:

O. M. Bennett,
Nellie M. Attridge

By R. F. Mitchell, (SEAL)
Gateswood Naval Stores Co., President
By J. C. Howell, Jr., (SEAL)
(SEAL)
(SEAL)

State of Florida
Escambia County.

This Contract Made and entered into this 6th day of January
Nineteen Hundred Seventeen (1917), between WEST FLORIDA NAVAL STORES
COMPANY, a corporation duly organized under the Laws of the State of Florida, and having its principal office
in the City of Pensacola, Florida, as a party of the first part, and Gateswood Naval Stores Company,
a corporation, organized under the laws of the State of Alabama, and
having its principal office at Gateswood, Alabama
carrying on the business of farming, producing and manufacturing naval stores at or near Gateswood,
Baldwin County, Alabama

as part ies of the second part, WITNESSETH:

That, whereas, on the 6th day of January 1916 the said part ies
of the second part made and executed unto said party of the first part 5 certain promissory
notes, as follows:

- One note for \$ 500.00 payable July 1, 1917,
- One note for \$ 3750.00 payable Sept. 15, 1917,
- One note for \$ 3750.00 payable October 15, 1917,
- One note for \$ 3750.00 payable November 15, 1917,
- One note for \$ 3750.00 payable December 30, 1917.
- One note for \$ _____ payable _____
- One note for \$ _____ payable _____

aggregating the total sum of Fifteen thousand five hundred
& 00/100 Dollars, (\$15,500.00) covering advances made, and to be made
during the season of 1917-1918; said notes being secured by a mortgage of said

part ies of the second part, dated February 2, 1916,
said notes being renewal (in part) of those made February 2, 1916

It is futher understood and agreed that this Contract shall be a continuing one so long as the party of the
first part shall desire it; that is to say, the party of the first part shall have the option when payment is made
from time to time, upon the aforesaid debt of the said part ies of the second part, to make fresh advances to
said part ies of the second part, either upon open account or upon promissory note of the said party, said
advances to be in such sums as the party of the first part shall deem expedient, and all indebtedness so incurred
by the part ies of the second part shall be secured by the lien of the mortgage last above mentioned.

"Exhibit C"

and without compulsion, constraint, apprehension or fear of or from her said husband.

In witness whereof, I hereunto set my hand and official seal at Pensacola, said County and State, this 29th day of May A. D., 1916.

D. J. Hayles Notary Public.

(Seal)

My commission expires February 12, 1920.

State of Alabama,)

Baldwin County.)

I, J. H. H. Smith, Judge of Probate for said County hereby certify that the following privilege tax has been paid on the within instrument as required by acts 1902 & 1903. \$ 31cts.05.

J. H. H. Smith, Judge of Probate.

By J. L. Kessler, Clerk.

Filed for record May 31st 1916.

Recorded May 31st 1916.

J. H. H. Smith, Judge of Probate.

same severally become due and payable, or if each and every the stipulations, agreements, conditions and covenants of said promissory note, and this deed, or either are not duly performed complied with and abided by, the said aggregate sum mentioned in said promissory note shall become due and payable forthwith or thereafter at the option of the mortgagee, his heirs, legal representatives or assigns, as fully and completely as if the said aggregate sum of \$20694.50/100 dollars was originally stipulated to be paid on such day, anything in said promissory note or herein to the contrary notwithstanding.

In witness whereof, the said mortgagors have hereunto set their hands and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

Witnessed	Gateswood Naval Stores Co. Seal.
O. M. Bennett,	J. C. Howell Jr., Pres.
(Corporate Seal)	Gateswood Naval Stores Co. Seal.
U. M. Attridge.	By Elkins G. Taylor, Sect. & Treas.

State of Florida,)
 County of Escambia.)

I, an officer authorized to take acknowledgments of deeds according to the laws of the State of Florida, duly qualified and acting hereby certify that J. C. Howell President and Elkin G. Taylor Secy-Treas of Gateswood Naval Stores Company to me personally known, this day acknowledged before me that they executed the foregoing mortgage, and I further certify that I know the said persons making said acknowledgment to ~~be~~ be the individuals described in and who executed the said mortgage. And I further certify that -- said is known to be the wife of said --- and that she this day acknowledged to and before me separately and apart from her husband, that she executed the said mortgage deed for the purpose of renouncing and relinquishing her dower and right of dower and separate estate in and to the lands therein described, and that she executed the same freely and voluntarily

And the said mortgagors, for themselves, and their heirs, legal representatives and assigns, hereby covenant and agree:

1. To pay all and singular the principal and interest and other sums of money payable by virtue of said promissory note and this deed, or either, promptly on the days respectively the same severally come due.

2. To pay all and singular the taxes, assessments, levies, liabilities, obligations and incumbrances of every nature on said described property each and every, and if the same be not promptly paid the said mortgagee, his heirs, legal representatives or assigns, may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date hereof at the rate of 8 per cent. per annum.

3. To pay all fixtures and the costs, charges and expenses, including lawyer's fees, reasonably incurred or paid at any time by said mortgagee, his heirs, legal representatives, or assigns, because of the failure on the part of the said mortgagors, their heirs, legal representatives or assigns, because of the failure on the part of the said mortgagors, their heirs, legal representatives, or assigns, to perform, comply with and abide by each and every stipulations, agreements, conditions, and covenants of said promissory note and this deed, or either, and every such payment shall bear interest from date at the rate of 8 per cent per annum.

4. -----

5. To permit, commit, or suffer no waste, impairment or deterioration of said property or any part thereof.

6. To perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants in said promissory note and in this deed set forth.

7. If any of said sums of money herein referred to be not promptly and fully paid within --- days next after the

and assigns, at all times peaceably and quietly to enter upon, hold, occupy, and enjoy said land; that said land is free from all incumbrance; that said mortgagor, his heirs and legal representatives, will make such further assurances to perfect the fee simple title to said land in said mortgagee, his heirs, legal representatives and assigns, as may reasonably be required; and that said mortgagor do hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

Provided Always, that if said mortgagors, their heirs, legal representatives or assigns, shall pay unto the said mortgagee, his legal representatives or assigns, the certain promissory note, of which the following words and figures is a true copy, to-wit:

\$20694.50 May 26, 1916 August 1st. 1917, after date we promise to pay to the order of G. F. Taylor Twenty Thousand Six Hundred ninety four & 50/100 Dollars for value received with interest at 8 per cent. per annum from maturity until paid.

Gateswood Naval Stores Co.

By J. C. Howell Jr., Prest.

Gateswood Naval Stores Co.

By Elkins G Taylor Secy & Treas.

It is mutually covenanted and agreed by the parties hereto in consideration of the premises that this instrument does not and shall in no wise affect or impair that certain indenture of mortgage executed and delivered by Gateswood Naval Stores Company to West Florida Naval Stores Company on Feby 2, 1916 and recorded in public records of Baldwin county on March 3, 1916 in Mtg. Book 15 page 484-86 thereof, and shall perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said promissory note and of this deed, then this deed and the estate hereby created shall cease and be null and void.

This mortgage deed executed the 29th day of May A. D., 1916, by Gateswood Naval Stores Company of Baldwin County, Ala., a corporation, organized and doing business under the laws of Alabama, hereinafter called the mortgagors, to G. F. Taylor of Colquitt County, Georgia, hereinafter called the mortgagee.

Witnesseth, That for divers good and valuable considerations, and also in consideration of the aggregate sum named in the promissory note of even date herewith, hereinafter described, the said mortgagors do grant, bargain, sell, alien, remise, release, convey and confirm unto the said mortgagee, his heirs and assigns, in fee simple, all that certain tract of land, of which the said mortgagors are now seized and possessed, and in actual possession, situate in in Baldwin County County, State of Alabama, described as follows:

Lease dated December 15, 1911, made by J. D. Russ & J. J. McCaskill to J. C. Howell, Jr., covering about 10000 acres of land, said lease being recorded in the records of Baldwin County, Alabama, February 12, 1912, in Book 18 N. S. p page 659; also 2 stills and fixtures. Also 5 head of mules and 4 head of horses and three wagons together with all harness & c. Also all dip barrels, punps, tools &c and dwelling houses, shanties, and other buildings and generally all articles belonging to said stills or naval stores business. Also 28 crops cups.

To have and to hold the same, together with the tenements, hereditaments and appurtenances unto the said mortgagee, and his heirs and assigns, in fee simple.

And the said mortgagors, for themselves and their heirs, legal representatives and assigns do covenant with the said mortgagee, his heirs, legal representatives and assigns, that said mortgagors, are indefeasibly seized of said land in fee simple; that the said mortgagor, have full power and lawful right to convey said land in fee simple as aforesaid; that it shall be lawful for said mortgagee, his heirs, legal representatives

Also all vehicles described as follows:

3 - Two horse wagons,

Together with 7 sets harness, 5 bridles and saddles sets buggy harness appurtenant to said business, or used, on or with any animals in connection therewith.

Also 175 dip barrels 1 steam pumps hand pumps 1 cooper shop tools and all tools, utensils, appurtenances and distiller's supplies, with all staves, heading, bungs, glue, batting and all material used in the cooperage business of the part of the first part.

Also 2 dwelling houses 45 shanties 1 commissary building 1 barn and lot and all buildings and structures of every sort on said premises, and generally all articles or things belonging to or for use in connection with said still or naval stores business, or that may hereafter before the satisfaction hereof be acquired for or used in connection with said business of the part of the first part.

Also all book and open accounts, notes, checks, bills receivable and all debts and evidences of debt now accrued or hereafter accruing from said naval stores business, or the commissary appurtenant thereto.

Also all the following real estate, to-wit:

Also

10 crops McCoy close fit Cups,
 7 crops Baker Cups,
 5 crops seamless Cups,
 6 crops Landis & McCoy Cups,

State ALABAMA
BALDWIN County

This Indenture, made on this 2nd day of February A. D. 191 6
by and between Gateswood Naval Stores Company, a corporation, organized
and doing business under the laws of Alabama, its principal office
at Gateswood, Alabama,

of the County of Baldwin State of Alabama,
part of the first part, and WEST FLORIDA NAVAL STORES COMPANY, a corporation created
and existing under the laws of the State of Florida, party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of
Twenty thousand five hundred dollars
(\$ 20500.00) to the said Gateswood Naval Stores Company

paid by the said party of the second part, the receipt whereof is hereby acknowledged, the said
part of the first part do hereby grant, bargain, sell, assign, set over and convey unto the said
second party, its successors and assigns forever all the following described property, the same being
in the County of Baldwin
and in the State of Alabama, as follows:

~~one~~ Two (2) 25 barrel turpentine still, and all the fixtures and appurten-
ances thereunto belonging or appertaining, together with the land including and on which the same
and the buildings appurtenant thereto or connected therewith, are or may at any time before the
cancellation hereof and any renewal hereof be situated; and the right to use and operate the same for
the manufacture of naval stores, and for the purpose of conducting a naval stores business.

Also the following described horses, mules and oxen:

5 head of mules, }
2 head of horses } Description waived but are the same
mules and horses now used in their turpentine business.

The lien of this mortgage to attach and be effective on all the live stock, articles, vehicles and
things, as well as leases for turpentine purposes and personal property in general, that may be here-
after acquired, either as additions to that mentioned herein or in lieu of such as may die, wear out
or be used therefrom in the regular course of business.

Ex Exhibit A

State of Florida
Escambia County.

This Contract Made and entered into this 2nd day of February

Nineteen Hundred Sixteen (1916), between WEST FLORIDA NAVAL STORES COMPANY, a corporation duly organized under the Laws of the State of Florida, and having its principal office in the City of Pensacola, Florida, as a party of the first part, and Gateswood Naval Stores Company, a corporation, organized under the laws of the State of Alabama, and having its principal office at Gateswood, Alabama,

carrying on the business of farming, producing and manufacturing naval stores at or near Gateswood, Baldwin County, Alabama,

as part. ies of the second part, WITNESSETH:

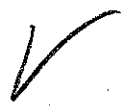
"Escambia Co."

That, whereas, on the 2nd day of February 1916 the said parties of the second part made and executed unto said party of the first part Six (6) certain promissory notes, as follows:

- One note for \$1750.00 payable June 15, 1916,
- One note for \$3750.00 payable July 1, 1916,
- One note for \$3750.00 payable August 15, 1916,
- One note for \$3750.00 payable October 15, 1916,
- One note for \$3750.00 payable November 15, 1916,
- One note for \$3750.00 payable December 30, 1916
- One note for \$_____ payable _____

aggregating the total sum of Twenty Thousand five hundred Dollars, (\$20,500.00) covering advances made, and to be made during the season of 1916-1917; said notes being secured by a mortgage of said part. ies of the second part, dated February 2nd 1916

It is futher understood and agreed that this Contract shall be a continuing one so long as the party of the first part shall desire it; that is to say, the party of the first part shall have the option when payment is made from time to time, upon the aforesaid debt of the said part. ies of the second part, to make fresh advances to said part ies of the second part, either upon open account or upon promissory note of the said party, said advances to be in such sums as the party of the first part shall deem expedient, and all indebtedness so incurred by the part. ies of the second part shall be secured by the lien of the mortgage last above mentioned.



Beaumont

Now, Therefore, said part **ies**. of the second part hereby agree... and covenant... to cut and work not less than $1\frac{1}{2}$ crops of virgin cups and ...crops of virgin boxes, and also to work ... crops of second year cups ... crops of second year boxes, ... $5\frac{1}{2}$... crops of third year cups, ... crops of third year boxes, and ... 28 ... crops of fourth year and pulling boxes during the season of 1916-1917..., said virgin-boxes to be cut and (or) cups to be hung by **Parties of** ... **second part** ... upon the lands controlled by said part... of the second part in **Baldwin County, Alabama**, ... or elsewhere, either owned or leased by said **parties**... of the second part for turpentine purposes.

In consideration of the premises and of One Dollar, receipt whereof is hereby acknowledged, the said part **ies**... of the second part, promises and agrees hereby that during the life of this Contract ... **they**... will send or ship, or cause to be sent or shipped to the said party of the first part, or its successors or assigns, at Pensacola, Florida, or to such other place as may be designated by the said first party, all of the spirits of turpentine and rosin made from the turpentine boxes and cups above mentioned, or from the turpentine boxes and cups on any land owned or controlled by the part **ies** of the second part, and any and all turpentine and rosin and other products, produced, purchased or otherwise acquired by the said part **ies** of the second part as soon as possible after it is manufactured or acquired; all such shipments to be made for the account and risk of the said part **ies** of the second part.

And in default of such shipments said part **ies** of the second part bind ... **themselves** ... to pay to said party of the first part, or assigns, as liquidated and stipulated damages, for the failure to ship and consign said products as above provided, and not as a penalty, the sum of ... **Five Hundred and 00/100** ... Dollars (\$ **500.00** ...)

And said part **ies** of the second part agree... to allow said party of the first part commission and charges for handling and the sale thereof as follows: Commissions of two and one-half ($2\frac{1}{2}$) per cent, on the gross value of said rosin and spirits of turpentine and other products, and charges, expenses and insurance as follows: For weighing, inspecting and cooping of rosin and batting dross, six (6) cents per round barrel; for gauging, bunging and cooping spirits of turpentine, nine (9) cents per cask or barrel. The rate of insurance for every thirty (30) days or fractional part thereof, to be one-half ($\frac{1}{2}$) of one (1) per cent., on the gross value of said rosin and spirits of turpentine and other products. The storage charges for every thirty (30) days or fractional part thereof, to be six (6) cents per cask or barrel for spirits of turpentine and five (5) cents per barrel for rosin and batting dross.

And should said part **ies** of the second part ship or cause to be shipped, or sell or contract to sell any naval stores at any time during the continuance of this Contract, until all the indebtedness and covenants mentioned herein and in said mortgage... are fully paid and performed, to any other factor or person than said party of the first part, or assigns, then such act of shipment, sale or contract to sell, if any, shall be held and deemed a breach of this Contract in all its parts, and in consideration of the premises shall render all the indebtedness hereunder or under said mortgage... due and payable at once, at the option of the said party of the first part, and if so then due, shall vest the title to such stuff, spirits of turpentine or rosin and other products, in said party of the first part or assigns, so that they may demand the same from any person or carrier as their property, or recover the same by law and any person or carrier in possession of such property is hereby authorized to deliver possession of same to the party of the first part or its assigns, and any person to whom, in violation of the terms of this Contract, such shipments may be made, shall be, and are hereby, as to such shipments relieved from any liability to said part **ies** of the second part, and shall account for the same or proceeds of same, unto the said party of the first part or assigns.

It is further covenanted and agreed that if the part **ies** of the second part shall become indebted to a third person or persons or a corporation, and suit should be brought, and judgment recovered thereon the party of the first part may at its option treat all of the indebtedness hereunder as due and payable and the said mortgage become foreclosable.

It is further covenanted and agreed that if any of the foregoing notes, or their renewals, or any installment of interest upon them, shall remain unpaid when due, or if any of the advances provided for herein shall not be paid at the time when due, according to the agreement between the parties hereto, or if any stipulation or covenant in this agreement shall be and remain unperformed by the said part **ies** of the second part, then each and every of the sums then due, whether then payable or not shall become due and payable, and the mortgage securing the same shall become foreclosable for the aggregate of all sums, principal, interest and attorney's fees.

It is further covenanted and agreed that the net proceeds of all shipments made shall be applied by said party of the first part, or assigns, at its option, to the credit, part payment, or satisfaction of any open account or note of said part **ies** of the second part, or upon any debt secured by said mortgage...

And should the holder or holders of this Contract place the same in the hands of an attorney at law for enforcement, adjustment or collection, by reason of the failure or refusal of said part **ies** of the second part to comply with its requirements, the fees and commission of said attorney (to be ten per cent. on the amount involved, if suit is filed but if full payment is made without suit, the same to be five per cent.) and all costs and expenses that may be incurred in the premises are to be paid by said part **ies** of the second part, same being secured by this Contract and said mortgage...

And said party of the first part, in consideration of the premises, agrees and covenants to handle said naval stores upon the consideration hereinbefore mentioned, and to use its best endeavors in the handling, management and sale of the same to subserve the interest of said part... of the second part.

Witness our hands and seals the day and year first above written.

Executed in the presence of:

WEST FLORIDA NAVAL STORES COMPANY

G. F. Taylor,

O. M. Bennett,

By R. F. Mitchell (SEAL)
Gateswood Naval Stores Co., President

By Elkin G. Taylor, Sect. & Treas. (SEAL)

----- (SEAL)

----- (SEAL)

Also, the following leases for turpentine purposes; said leases being hereby transferred, set over and assigned as additional security to the said party of the second part, its successors and assigns, together with all the right, title and interest of the said part_Y...of the first part, of, in, and to, the premises described, and the rights and privileges thereby granted, for the length of time and in the manner specified in each of said leases respectively, to-wit:

Lease dated.....December 15, 1911.....made by J.D. Russ & J. J. McCaskill
.....to J. C. Howell, Jr.

and covering the following described lands:

About 10,000 acres of land, said lease being recorded
in the records of Baldwin County, Alabama, February
9, 1912, in Book 18 N. S. page 659.

Also all the leases held, owned and controlled by the said part y... of the first part for turpentine purposes, which said leases are hereby transferred, set over and assigned to the said party of the second part, its successors and assigns, together with all right, title and interest of the said part y... of the first part in, and to the premises described therein, and all the rights and privileges thereby granted for the length of time, and in the manner specified in each of said leases respectively; also any other leases, leaseholds or other interests in land now owned, or hereafter acquired, during the continuance of this contract, until the indebtedness and obligation hereby secured are fully satisfied and discharged; together with all the right, title and interest of the said first party... in and to the property covered thereby and described therein, and the rights and privileges thereby granted for the length of time and in the manner specified in each of said leases or conveyances; or other interest in lands.

Also all buildings, shanties and other structures, whether on lands herein described and conveyed or on other lands, with the full right of access to and egress from the same and the enjoyment thereof; also, all turpentine boxes, together with all rights appurtenant thereto, and all product therefrom, whether on lands covered hereby or on other lands now owned or controlled by the said party... of the first part, or which may be acquired or controlled by the said part y... of the first part during the continuance of this contract, hereby warranting that the said part y... of the first part have at the present time the following:

- crops (containing 10,500 boxes each) virgin turpentine boxes, or cups.
- crops (containing 10,500 boxes each) yearling turpentine boxes, or cups.
- 5½ crops (containing 10,500 boxes each) third year turpentine boxes, or cups.
- 28 crops (containing 10,500 boxes each) fourth year or pulling turpentine boxes, or cups.

Also all crude and manufactured turpentine, spirits of turpentine and rosin, and other products owned, or in any manner acquired by the said part Y... of the first part during the continuance of this contract; including all crude turpentine in the boxes, at the still or elsewhere, and all products of said naval stores plant of every kind and character, and all which may, during said time, be purchased, gathered or manufactured by the agents or servants of the said part y... of the first part, or by any one for them, whether on any of the lands or leaseholds described herein, or other lands.

Also any increase of the above property, or any part thereof, until this mortgage is fully satisfied and discharged.

Also all other property, real, personal and mixed now owned or hereafter, during the continuance of this contract, acquired by the said first part y..., situated in the said County y... of Baldwin and the State of Alabama saving and excepting herefrom only, all stocks of goods kept for sale now or hereafter contained in the commissary or store of the said part y... of the first part.

The said Mortgagor \$ covenant and agree that they will cut 1½ crops this winter.

Together with all and singular the tenements, hereditaments, rights, members, privileges and appurtenances thereunto belonging, or in anywise appertaining.

mortgage, and every item and part thereof, whether herein particularly described or not and whether now existing or hereafter arising, shall become immediately due and payable and this mortgage shall become immediately foreclosable for all sums secured hereby if the part Y of the first part shall omit the doing of anything herein required to be done for the protection of the mortgagee, or if the said indebtedness or any part thereof or the said interest or any installment thereof shall not be paid according to the terms of the said notes above described or any renewal thereof, or if any other indebtedness or obligation of the part Y of the first part secured hereby is not paid when due, or if the part Y of the first part shall do anything prohibited by this instrument or said shipping contract or contracts, or shall omit the doing of anything required to be done by this mortgage or any renewal hereof or by the shipping contract or contracts hereinbefore referred to. And all costs and expenses, including attorneys fees and commissions incurred in collecting any indebtedness or obligation secured by this mortgage shall be a part of the indebtedness secured hereby and this instrument shall operate as a lien therefor on the mortgaged property. If a foreclosure of this mortgage be had of a suit to foreclose same be rightfully begun, the part Y of the first part herein will pay all costs and expenses of such suit, including an attorney's fee to the attorney of the complainant foreclosing of fifteen dollars (\$15.00) and ten per cent. on the amount due the complainant which costs and fees shall be deemed to be secured hereby and included in the lien of this mortgage and in the sum paid to the complainant or decreed to be due in any suit brought to foreclose.

It is further agreed and understood between the parties hereto that upon the accruing of any default hereunder and the filing of a bill to foreclose by any holder hereof, that the complainant shall have the right to apply without notice to the part Y of the first part (notice being hereby waived) to the Court in which such suit may be brought for the appointment of a receiver to take charge of the mortgaged property and to carry on the business pending the litigation, and the part Y of the first part agree that all costs of any receivership hereunder shall be borne and paid by the part Y of the first part and shall be secured by the lien of this instrument.

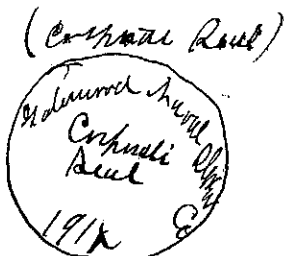
IN WITNESS WHEREOF the said part Y of the first part have hereunto set ~~their~~ hand and seal this 2nd day of February A. D. 1916.

Signed, sealed and delivered in presence of

O. M. Bennett,
N. M. Attridge,

Gateswood Naval Stores Co., [L. S.]
 J.C. Howell, Jr., Pres. [L. S.]
 Gateswood Naval Stores Co., [L. S.]
 By Elkins G. Taylor, Sec. & [L. S.]
 Treas. [L. S.]

(SEAL)



State of Florida
Escambia County

Before the subscriber personally appeared J. C. Howell, President, and
Elkin G. Taylor, Secretary-Treasurer of Gateswood Naval Stores
Company
known to me to be the individual... described in, and who executed the foregoing instrument, and ac-
knowledged that the y executed the foregoing instrument for the uses and purposes therein set
forth.

Given under my hand and official seal this 2nd day of February A. D. 1916.

(SEAL)

G. C. Richards,
Notary Public, State of Florida
My commission expires March 3, 1919

State of _____
_____ County

Before the subscriber personally appeared _____

known to me to be the individual... described in, and who executed the foregoing instrument and to
be the wi... of _____
who on _____ private examination... by me, held separate and apart from _____ husband..., ac-
knowledged and declared that _____ executed the same freely and voluntarily, and without fear, ap-
prehension, compulsion or constraint of or from _____ husband..., and for the purpose of renounc-
ing, relinquishing and conveying all _____ right of whatsoever kind in and to the said property.

Given under my hand and official seal this _____ day of _____ A. D. 191_____

"Endorse thereon"

State of Alabama,)
Baldwin County.) I, J. H. H. Smith, Judge of
Probate for said County, hereby certify that the
following privilege tax has been paid on the within
instrument as required by Acts 1902 & 1903, viz:
\$30 cts. 75.

J. H. H. Smith, Judge of Probate

By J. L. Kessler, Clerk.

State of Alabama }
Baldwin County } Office of Judge &
of Probate Court
I, J. H. H. Smith, Judge of Probate Court in
and for Baldwin County, do hereby certify
that the within instrument was filed in office
for record on the 3rd day of March 1916 and I further certi-
fy that the same is recorded in Book No 15 Page 2
484 to 486 and duly examined. Witness my hand this 3rd day
of March 1916. J. H. H. Smith, Judge of Probate Court. J. L. Kessler, Clerk

And it is further expressly agreed and understood by and between the parties hereto that this instrument shall operate as security for the performance by the part y of the first part of all and every of the covenants, obligations and duties incumbent on the part y of the first part by the terms of a certain contract called a shipping contract, now existing or entered into concurrently herewith, by which the part y of the first part ~~are~~ bound among other things to ship and consign certain naval stores products to the party of the second part herein and to pay it certain commissions and other charges, and shall operate also as security for the performance on the part of the part y of the first part hereto of the covenants, obligations and duties that may be incumbent on the part y of the first part hereto by any other contract, or contracts, commonly called shipping contracts that may hereafter be made between the parties hereto at any time within five years from the date hereof or before the cancellation hereof.

And the part y of the first part hereto covenants and agrees that the part y of the first part will not during the life hereof, without the written consent of the party of the second part first obtained, conceal, sell, pledge, mortgage or otherwise dispose of or place liens on or attempt to conceal, sell, pledge, mortgage or otherwise dispose of, or place, or suffer to be created, liens on any of the property now on hand or which may hereafter be acquired, which shall be conveyed or covered by this mortgage or any renewal hereof.

It is mutually covenanted and agreed by and between the parties hereto, in consideration of the premises, that this instrument does not, and shall in no wise, affect or impair that certain indenture of mortgage executed and delivered by Gateswood Naval Stores Company

in favor of West Florida Naval Stores Company

on January 26m, A. D. 1915 and duly recorded in the public records of

Baldwin County, State of Alabama

on the 1st day of February, A. D. 1916, in Mortgage Book

#14, beginning on page 539 thereof:

Nor shall this instrument in anywise affect or impair the debts and demands secured by said mortgage or any of them; the same being now and at any time subject to foreclosure whenever the said party of the second part, its successors or assigns, may so desire, it being expressly the intention of the parties hereto to make this mortgage supplemental to the said mortgage above described, and to give additional security to the debts and demands therein specified, as well as to secure the amount herein mentioned.

The said first part y further agree that they will, at their own expense, keep all the buildings, fixtures and improvements on said property in as good condition as they now are.

The part y of the first part hereto agree that the indebtedness covered and secured by this

THE FOREGOING CONVEYANCE is intended to be and is a mortgage to secure payment of Six (6) promissory notes, all bearing date February 2, 1916.

payable to the order of the said WEST FLORIDA NAVAL STORES COMPANY, at its office in Pensacola, Florida, the amounts and dates of maturity of said notes being as follows:

- One note for \$1750.00 Dollars, due June 15, 1916.
- One note for 3750.00 Dollars, due July 1, 1916.
- One note for 3750.00 Dollars, due August 15, 1916.
- One note for 3750.00 Dollars, due October 15, 1916.
- One note for 3750.00 Dollars, due November 15, 1916.
- One note for 3750.00 Dollars, due December 30, 1916.
- One note for _____ Dollars; due _____
- One note for _____ Dollars, due _____

And it is understood and agreed that this instrument is intended to be and shall operate as security not only for the payment of the said notes above described but for all and every renewal thereof and for all other indebtedness of whatsoever kind or nature that may at any time within five years from the date hereof be due or owing from the part _____ of the first part to the party of the second part whether such indebtedness be now existing or hereafter arise and no matter how such indebtedness may be evidenced.

And the said part y of the first part hereby expressly covenant _____ to and with the said second party, its successors and assigns, that they are _____ seized and possessed of all the property hereby described and conveyed, and that they have _____ full right, power and authority to convey or mortgage the same, and that all of said property, and that every part thereof, is free from incumbrances of whatsoever kind, with the exceptions herein mentioned, and that during the continuance of this contract, and until the indebtedness hereby secured shall be fully discharged, the same will be kept free from all other mortgages, judgment, liens, or incumbrance of any sort, whether by law or by contract, and the part y of the first part binds themselves to pay promptly when due all taxes, assessments or charges that may at any time be levied or assessed against any of the mortgaged property, it being understood that upon the failure of the part y of the first part to pay any such taxes, assessments, or charges when due, the party of the second part at its option may do so and the lien of this instrument shall extend to secure it for all such payments made by it, together with interest at the rate of eight per cent. per annum from the date of any such payment.

And the said part y of the first part further covenant _____ that they _____ will not box, cut or work any trees upon lands of the United States, or upon any lands which have not been fully proven up; and that they _____ will not purchase or in any manner acquire any crude turpentine or manufactured turpentine or rosin gathered or produced from trees upon lands of the United States, or upon lands which have not been fully proven up.

12
Circuit Court
Baldwin County
In
Equity

West Florida Naval
Stores Co. a corpo-
ration

Gulfport Naval
Stores Co. a Co-
poration, et al.

Filed in office
Oct 17th 1917

J. W. Rice
Registrar

RECORDED

Newton Leigh
Att'y for Compt
Baldwin Co

Exhibit "A", including the attorney's fee for collecting the said indebtedness and foreclosing the said mortgage, and conducting this litigation to an end and that a decree be made and entered ordering the said mortgage foreclosed, and that your Honor will adjust the equities existing, if any, between your orator and the parties hereto.

Third: That your Honor will appoint some suitable and proper person as receiver to take charge of, hold, possess and administer under the orders and directions of this Court pending this litigation all of the property of every kind, character and description mentioned and described under said mortgage, a copy of which is hereto attached marked Exhibit "A", and that your Honor will order and direct the said receiver to remove all of the crude and manufactured turpentine, spirits of turpentine and rosin, ~~and all other products, including all crude turpentine in the boxes, and all products of the Gateswood Naval Stores Company at the said Gateswood Naval Stores Company's plant, or which has been manufactured by them from the lands leased by the said Gateswood Naval Stores Company, which leases expire on December 1, 1917, and sell said manufactured products at the highest cash market value, and hold the proceeds derived from the sale thereof until the further orders of this Court.~~

And if your orator is mistaken in the relief above prayed for, that your Honor will grant unto it such other, further, different and general relief as in justice and equity it may be entitled to receive under the allegations and proof it will ever pray.

HAMILTON & LEIGH,

Solicitors for Complainant.

F O U R T H.

That on, to-wit: the 29th day of May 1916, the said Gateswood Naval Stores Company made and executed to G. F. Taylor of Colquitt County, State of Georgia, a mortgage deed, a copy of which is hereto attached marked Exhibit "D", and made a part of this bill of complaint, as though specially set out herein. Orator further alleges that upon the execution and delivery of said mortgage, it was agreed and understood, and was so set forth in said mortgage, that said mortgage should not in any wise affect or impair the mortgage of the said Gateswood Naval Stores Company to orator, a copy of which mortgage is hereto attached marked Exhibit "A" to the original bill.

F I F T H.

That the indebtedness for which said mortgage was given as security not being paid, it thereupon became necessary for orator to employ attorneys to enforce the collection thereof and file a bill in this Honorable Court to foreclose said mortgage, a copy of which is hereto attached marked Exhibit "A", contained a clause that if a foreclosure of ^{the} mortgage be had or a suit to foreclose same be rightfully begun, then the said Gateswood Naval Stores Company agreed to pay all costs and expenses of suit including attorneys fees to attorneys of orator foreclosing of fifteen dollars and ten per cent of amount due orator, which costs and attorneys fees should be deemed to be secured by said mortgage, and included in the lien of said mortgage, and in the sum paid to orator or decreed to be due in a suit brought to foreclose. Orator alleges that ~~in~~ the amount of said attorneys fees, and ten per cent of the amount due orator is the sum of two thousand and ninety-five and 30/100 (\$2,095.30) Dollars, for which sum said mortgage is a lien and is security therefor, and should by this Honorable Court decreed to be due and owing to orator by said Gateswood Naval Stores Company.

S I X T H.

Orator further alleges that the Gateswood Naval Stores Company is insolvent and wholly unable to pay off and discharge the indebtedness herein set forth as being due and owing orator, and that the property mentioned and described in the mortgage, a copy of which is hereto attached marked Exhibit "A" is insufficient in value to pay and satisfy said mortgage, said property not exceeding in value the sum of, to-wit: \$12,000.00. And orator alleges that it is both necessary and proper that a receiver be appointed by this Honorable Court to take charge of the property mentioned and described in said mortgage under the directions of this Honorable Court, and to hold, preserve and administer the same so that the proceeds thereof may be applied to the satisfaction of such sum as this Honorable Court may decree to be due and owing to your orator by the said Gateswood Naval Stores Company.

Orator further alleges that owing to the fact that the rights and privileges set forth in the leases described in the mortgage, a copy of which is hereto attached marked Exhibit "A", will expire and terminate on December 1, 1917, it will be necessary that all of the crude and manufactured turpentine, spirits of turpentine and rosin and other products owned, and including all crude turpentine in the boxes which is covered by said mortgage, should be removed and taken from said leased premises, or the same will be lost to orator, who is entitled to such products, and orator alleges that upon said receiver being appointed by this Honorable Court, that he should be directed to remove all crude and manufactured turpentine, spirits of turpentine and rosin, and all other products owned by the said Gateswood Naval Stores Company, including all crude turpentine in the boxes, which is conveyed by said mortgage, and sell the same for cash and

hold the proceeds derived therefrom until the further orders and directions of this Court.

S E V E N T H.

Orator further alleges that it was agreed and understood between orator and the said Gateswood Naval Stores Company, and was a part of the mortgage, a copy of which is hereto attached marked Exhibit "A", that upon the accruing of any default under said mortgage and the filing of a bill to foreclose by any holder thereof, that the complainant should have the right to apply, without notice to the Gateswood Naval Stores Company, notice being expressly waived, to the Court in which such suit might be brought for the appointment of a receiver to take charge of the mortgaged property and to carry on the business pending the litigation, and orator further alleges that by reason thereof, the respondent, Gateswood Naval Stores Company, has consented to the appointment of a receiver by this Court, and waived notice of the application and the appointment of such receiver.

PRAYER FOR PROCESS AND RELIEF.

THE PREMISES CONSIDERED, your orator respectfully prays:

First, That the said Gateswood Naval Stores Company and G. F. Taylor be made parties respondent to the original bill of complaint by the usual process of this Honorable Court, and that they be required to demur, plead to or answer the same within the time, and under the pains and penalties of this Honorable Court, or that the same be forever confessed.

Second, That on the final hearing of this cause, that an account be stated between your orator and the said Gateswood Naval Stores Company to ascertain the amount due under the said mortgage, a copy of which is hereto attached marked

the said Gateswood Naval Stores Company in money and other property, and there is now due and owing to orator by the said Gateswood Naval Stores company the sum of \$20,803.60, said sum being due orator under said renewal notes and for said advances, and that the mortgage hereto attached marked Exhibit "A" is security for said indebtedness.

Orator further alleges that it was agreed and understood, and so set forth in said mortgage, that the lien of said mortgage should attach and be effective on all live stock, article, vehicles, and thing that might thereafter be acquired, and orator alleges that the said Gateswood Naval Stores Company have four horses instead of two horses, as described in said mortgage, and orator alleges that the lien of said mortgage attaches and is effective on all of said horses, and is security for the indebtedness above set out and described.

T H I R D.

Orator alleges that to further secure the payment of the indebtedness set out in the Second paragraph of this bill of complaint, the said Gateswood Naval Stores Company made and executed to orator what is known as "shipping contracts", one of said contracts being dated February 2, 1916, and the other contract is dated ^{January} ~~June~~ 6, 1917, a copy of said contracts being hereto attached marked Exhibits "B" and "C" and made a part of this bill of complaint, as though specially set out. Orator alleges that after applying the proceeds of the products set forth and described in said "shipping contracts" as set forth in said contracts, there is still due and owing to orator the sum of Twenty Thousand eight hundred, three and 60/100 (\$20,803.60) Dollars, and for which sum, the mortgage, a copy of which is hereto attached marked Exhibit "A" is security therefor.

One note for \$1750.00	due June	15, 1916,
One note for \$3750.00	due July	1, 1916,
One note for \$3750.00	due August	15, 1916,
One note for \$3750.00	due October	15, 1916,
One note for \$3750.00	due November	15, 1916,
One note for \$3750.00	due December	30, 1916.

To secure said indebtedness above set out the said Gateswood Naval Stores Company did make, execute and deliver to orator a mortgage upon certain property situated in Baldwin County, Alabama, which property is more particularly described and set out in said mortgage, a copy of which mortgage is hereto attached marked Exhibit "A", and made a part hereof, as though fully set out herein. That in the giving and executing of said mortgage, it was agreed and understood, and was so set out in said mortgage, that the property mortgaged and described therein should not only be security for the payment of the notes above set forth and described, but should be security for the payment of all and every renewal of said notes, and for all other indebtedness of whatsoever kind or nature that may at any time within five years from the date of said mortgage be due or owing from the party of the first part to the party of the second part, whether such indebtedness was then existing, or should thereafter arise, no matter how such indebtedness should be evidenced.

Orator alleges that on, to-wit: *January* ~~June~~ 6, 1917, the entire amount due by said notes above mentioned and described, not having been paid, the same was renewed by the Gateswood Naval Stores Company, said renewal notes being described as follows:

THE STATE OF ALABAMA,) IN THE CIRCUIT COURT OF BALDWIN
BALDWIN COUNTY.) COUNTY, ALABAMA. In Equity.

To the Honorable, The Circuit Court of Baldwin County, Alabama, and the Honorable A. E. Gamble, Judge of said Court:

Your orator, the West Florida Naval Stores Company, a corporation, represents and shows unto your Honor and unto the Court:

F I R S T.

That your orator is a corporation organized under the laws of Florida, and as such corporation, is authorized to do business in the State of Alabama, John D. Leigh of Brewton being its resident agent, and was so authorized to do business in the State of Alabama on, to-wit: February 2, 1916.

That the Gateswood Naval Stores Company is a corporation organized under the laws of Alabama with its principal place of business in Baldwin County, Alabama.

That G. F. Taylor is over the age of twenty-one years, and a resident of the County of Colquitt, State of Georgia, his particular address being Moultrie /Georgia.

S E C O N D.

That on, to-wit: February 2, 1916, the said Gateswood Naval Stores Company was engaged in the business of farming, producing and manufacturing naval stores at or near Gateswood, Baldwin County, Alabama, and as such operator, became indebted to your orator, who was engaged in the business of buying and selling naval stores, in the sum of \$20,500.00, which indebtedness was evidenced by six promissory notes executed by the said Gateswood Naval Stores Company, and bearing date of February 2, 1916, and payable to orator, which said notes are described as follows:

gum

West Florida Naval
Stores Co

Galveston Naval
Stores Co - et al

Deems sitting
day to hear the
pleas

Filed in office
Feb 11/18

T. W. Richmond
Register

RECORDED

ROWE & HAMILTON
:: Attorneys ::
GREENVILLE, ALABAMA

WEST FLORIDA NAVAL STORES COMPANY,)
a Corporation,)

v.)

GATESWOOD NAVAL STORES COMPANY, a)
Corporation, G. F. TAYLOR AND)
JOHN A. CARLTON,)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

IN EQUITY.

This cause coming on to be heard, upon the sworn petition of J. A. Vaughan, Receiver, upon consideration of the same, it is ordered, adjudged and decreed that Saturday, February 16, 1918, be set for the hearing of said petition, and that the same be heard at the Courthouse in Greenville, Alabama, on said day at 10 o'clock A. M.

It is further ordered, adjudged and decreed that notice be given to the complainant and respondents, or their attorneys of record, in the above stated cause of the time and place of hearing this ^{Petition} ~~action~~, said notice to be given by the Register of this Court.

This 9th day of February 1918.



Judge of the Second Judicial
Circuit of the State of Alabama.

on account of
Baldwin Co
in

Equity

West Florida
State Co

Gutierrez State
State Co et al

Revenue Bond

Filed in of-
fice Oct 18th 1877

W. Williams
Register

RECORDED

THE STATE OF ALABAMA,) IN THE CIRCUIT COURT OF BALDWIN
BALDWIN COUNTY. ; COUNTY, ALABAMA, In Equity.

KNOW ALL MEN BY THESE PRESENTS: That, We, J. A. Vaughan, and the undersigned as sureties are held and firmly bound unto J. W. Richardson Register in Chancery in and for Baldwin County, Alabama, in the sum of Eight Thousand and no/100 (\$8,000.00) dollars to be paid to the said Register, or his successors, for which payment we bind ourselves, our heirs and administrators, jointly and severally, by these presents.

Sealed with our seals and dated the 18th day of October 1917.

Whereas by an order of the Honorable A. E. Gamble, Judge of the Second Judicial Circuit of the State of Alabama, sitting in Equity, made on the 18th day of October 1917, in a certain cause therein pending wherein the West Florida Naval Stores Company, a corporation, is the complainant, and Gateswood Naval Stores Company, a corporation, and G. F. Taylor are the defendants, the above bounden J. A. Vaughan was appointed receiver of all of the property of every kind, character and description mentioned and described in that certain mortgage, a copy of which is attached to the original bill in the above mentioned stated cause marked Exhibit "A" thereto.

Now, the condition of the above obligation is such that if the said J. A. Vaughan shall perform the trust and office of receiver of the estate in question in the above cause and shall account to the Court of Chancery of Baldwin County, Alabama, according to law, then this obligation to be void, else to remain in full force and effect.

Approved this the 18th day of October 1917.

J. W. Richardson
Register in Chancery.

J. A. Vaughan SEAL.
MARYLAND CASUALTY COMPANY, SEAL.

By [Signature] SEAL.
Attorney in fact,

Countersigned by E. C. Maxwell SEAL.
Attorney in fact.

Baldwin County, Ala.,
In Equity

West Florida Rural
Stores Company

vs

Gateswood Rural
Stores Co. et al

Bond

Filed 1/19/1917

T. W. Rice
Register

RECORDED

HAMILTON & LEIGH
ATTORNEYS AT LAW
BREWTON, ALABAMA

expire on December 1, 1917, and sell said manufactured products at the highest cash market value, and hold the proceeds derived from the sale thereof until the further orders of said Court, and has obtained an order appointing such receiver upon the said West Florida Naval Stores Company entering a bond of One Thousand (\$1,000.00) Dollars, conditioned and approved according to law.

Now therefore, if the said West Florida Naval Stores Company shall pay all damages which any person may sustain by the appointment of such receiver if such appointment is vacated or receiver removed or discharged because improperly appointed, then the above obligation to be void, otherwise to remain in full force and effect.

Given under our hands and seals, this the 18th. day of October, 1917.

WEST FLORIDA NAVAL STORES COMPANY

By *A. J. Hayes* (SEAL)

Secy & Treas.
MARYLAND CASUALTY COMPANY, (SEAL)

By *[Signature]* (SEAL)
Attorney in fact.

Countersigned by *E. C. [Signature]* (SEAL)
Attorney in fact.

Approved this, the 18th.
day of October, 1917.

T. W. Richardson
Register in Chancery of Baldwin
County, Alabama.

THE STATE OF ALABAMA) IN THE CIRCUIT COURT OF BALDWIN
BALDWIN COUNTY.) COUNTY, ALABAMA, In Equity.

KNOW ALL MEN BY THESE PRESENTS: That we, West Florida Naval Stores Company, a corporation, and the undersigned as sureties, are held and firmly bound unto the said Gateswood Naval Stores company, a corporation, and G.F. Taylor, in the sum of One Thousand and no/100 (\$1000.00) Dollars to be paid to the said Gateswood Naval Stores Company and the said G.F. Taylor, their successors, assigns, heirs, executors and administrators; for which we bind ourselves, our heirs, executors and administrators, jointly and severally by these presents.

Sealed with our seals and dated this the 18th. day of October, 1917.

The condition of this obligation is such that whereas a bill has been filed in the Circuit Court of Baldwin County, Alabama on the 17th. day of October, 1917, wherein the West Florida Naval Stores Company is the complainant, and the Gateswood Naval Stores Company and G.F. Taylor are the respondents and the said West Florida Naval Stores Company has applied to the said Circuit Court and the Honorable A.E. Gamble, as the Judge of said Court sitting in Equity for a receiver directing said receiver to take charge of, hold, possess and administer, under the orders and directions of said Court, pending said litigation, all of the property of every kind, character and description mentioned and described in that certain mortgage, a copy of which is attached to the original bill, and marked Exhibit "A" and made a part of said original bill, and praying that said receiver be directed to remove all of the crude and manufactured turpentine, spirits of turpentine and rosin, and all other products, including all crude turpentine in the boxes, and all products of the Gateswood Naval Stores Company, at the said Gateswood Naval Stores Company's plant, or which has been manufactured by the said Gateswood Naval Stores Company from the lands leased by the said Gateswood Naval Stores Company, which leases

46
No. 53.

ANSWER TO COMPLAINT.
By Gateswood Nav. Stores Co.

WEST FLORIDA NAVAL STORES CO.,
a corporation.

-VS-

GATESWOOD NAVAL STORES CO., et al.

CIRCUIT COURT,
BALDWIN COUNTY,
STATE OF ALABAM.
-----IN EQUITY-----

Hamilton & Leigh,
Attys for Pltff.

H. Clay Smith,)
J. C. Avery,) Attys for
Stone & Stone,) Deft.

Filed in this office this
November ¹⁵ 1917.

P. Williams
Clerk

RECORDED

STONE & STONE
ATTORNEYS
BAY MINETTE, ALABAMA

LAW OFFICES
OF
STONE & STONE

-----X
 THE WEST FLORIDA NAVAL STORES)
 COMPANY, a corporation.)
 Complainant.)
 -vs-)
 GATESWOOD NAVAL STORES CO.,)
 a corporation, and G. T. Tay-)
 lor,)
 Defendants.)
 -----X

Number _____

IN THE CIRCUIT COURT
 STATE OF ALABAMA
 BALDWIN COUNTY
 IN EQUITY

Answer of Gateswood Naval Stores Company, a corporation, one of the Defendants in the above styled cause, to the Bill of Complaint therein filed.

This Defendant, reserving to itself all right of exception to the said bill of Complaint, for answer thereto, says;

(1.) Answering the first paragraph of the Bill, the Defendant says, it may be true for anything this defendant knows to the contrary that the said Complainant is authorized to do business in the State of Alabama and that John D. Leigh of Brewton is its resident agent and that it was authorized to do business in the State of Alabama on, to-wit; the 2nd day of February, 1916, but this defendant is an utter stranger to all and every such matters and cannot form any belief concerning the same. And this defendant, further answering, says that it has been informed and believes it to be true, that, this defendant is a corporation under the laws of the State of Alabama, with its principal place of business in Baldwin County, Alabama. And further answering this defendant says it does not know that G. F. Taylor is over the age of twenty-one years.

(2.) Answering the second paragraph of the Bill of Complaint, the defendant says that it has been informed and believes it to be true that on the 2nd day of February, 1916, it was engaged in the business of farming, producing and manufacturing naval stores, at or near Gateswood in Baldwin County, Alabama, and that it did become indebted to the Complainant for which it gave to the complainant notes dated February 2d, 1916, as stated in the said second paragraph of the said bill of complaint, but this defendant denies that to secure the said indebtedness it did make or execute to the complainant a mortgage, a copy whereof is made "Exhibit A" to the said Bill of Complaint and that inasmuch/^{as}this defendant denies the making of said mortgage, it denies that it is legally obligated by

any of the provisions thereof. Answering further, this defendant says that it has been informed and believes it to be true that it made said notes dated January 6th, 1917. mentioned in the second paragraph of the bill of complaint, but for greater certainty therein craves leave to refer to said notes dated January 6th, 1917, when the same shall be produced. And this defendant, further answering says, that it has been informed and believes it to be true that complainant, from time to time, make advances to this defendant, but it denies that at the time of the filing of the said bill of complaint in this cause there was due or owing by it to the complainant the sum of Twenty Thousand, Eight Hundred and Three and Sixty one-hundredths Dollars (\$20,803.60), because this defendant is now informed and believes and alleges that prior to the date of the filing of the said bill of complaint, the complainant had received on account of sales of naval stores delivered to the complainant by it, the proceeds of such sales, the complainant made application of, without the authority of this defendant, to an amount greatly in excess of the balance which the said complainant, in and by its said bill of complaint alleges to be due and payable by this defendant to it, the said complainant.

(3.) Answering the third paragraph of the bill of complaint, this defendant says that it denies the legal execution by it of "shipping contracts" dated February 2d, 1916, and January 6th, 1917, as shown by "Exhibit 'B'" and "Exhibit 'C'" of the Bill of complaint.

(4.) Answering the fourth paragraph of the bill of complaint, the defendant says that it has been informed and believes it to be true that it made and executed to G. F. Taylor, of Colquitt County, State of Georgia, a mortgage deed, a copy of which is attached to the bill of complaint and marked "Exhibit 'D'", and admits that in such mortgage it was agreed, as therein set forth, that it should in nowise affect or impair the mortgage shown by "exhibit 'A'" of the bill of complaint, but this defendant alleges that inasmuch as the said supposed mortgage shown by "Exhibit 'A'" of the bill of complaint was invalid and ineffectual, the said provision shown by "Exhibit 'D'" was ineffectual, and

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and moreover this defendant alleges that before the filing of the bill of complaint herein it had fully paid the indebtedness supposed to exist and be covered by the said supposed mortgage shown by "Exhibit 'A'" of the bill of complaint, and this defendant alleges that the said supposed shipping contracts were never recorded and that the said G. F. Taylor never had any knowledge of the terms thereof.

(5.) Answering the fifth paragraph of the bill of complaint, defendant says, that by reasons of the allegations above made, it is not liable to the complainant in respect to the matters of said paragraph.

(6.) Answering the sixth paragraph of this bill of complaint this defendant says, that after deducting from its indebtedness to complainant the amount it has paid out of this defendant's money without authority, this defendant is not insolvent and there is no reason for the appointment of a receiver; wherefore this defendant says that the receiver that has been heretofore appointed ought to be discharged.

(7.) Answering the seventh paragraph of the bill of complaint this defendant says that the said complainant had no right to apply for or to secure, without notice or otherwise, the appointment of a receiver to take charge of or administer any of defendant's assets.

WHEREFORE, this defendant, the Gateswood Naval Stores Company, prays to be dismissed with its reasonable costs and charges in this behalf sustained.

Gateswood Naval Stores Company

FOR
Solicitors of Gateswood
Naval Stores Company...

(By H. Clay Smith &
John C. Avery &
Stone & Jones.

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Amendment to answer
of John A. Carlton.

Filed 2/25/1918
J. W. Williams
Register

RECORDED

STONE & STONE
ATTORNEYS
BAY MINETTE, ALABAMA
