L.A. and J.D. Hardy to G W Holcomb

State of Alabama
County of Shelby

This agreement made and entered into this 11th day of March 1899 between L. A Hardy and J D Hardy and G W Holcomb, Witnesseth, that for and in consideration of twenty nine (29) promissory notes for Three hundred and eighty Dollars and one note for 417 33/100. All made on the 11th day of March ~~xxx~~ 1899 payable respectively on the first day of each month beginning May 1st 1899 and continuing thereafter until all of said notes are paid the said L.A. and J.D. Hardy agree to deliver to the said G W Holcomb a warranty Deed conveying all and singular the ~~xxxx~~ real estate and property fully and described in Exhibit A hereto attached, and make and execute to G W Holcomb a bill of sale to all and singular the personal property described in Exhibit B hereto attached, said L A Hardy and J.D. Hardy expressly agree that said notes are to be paid in lime to be manufactured by said G W Holcomb at Newala Ala., and in manner following, viz: 1000 barrels each month and proportionately in weekly deliveries or in bulk lime at the option & choice of the said L.A. & J.D. Hardy to represent said one Thousand barrels each month and proportionately in weekly deliveries as in case of lime in barrels. It is expressly understood and agreed that when lime is to be delivered in barrels said barrels are to be of the same make, quality and capacity as barrels to be manufactured and sold by said G W Holcomb and to contain lime of the same uniform ~~xxxxxx~~ quantity and quality as manufactured by said G W Holcomb

It is further agreed that when lime in buck is taken 200 pounds of lime shall represent and barrel of lime in buck and on this basis shall said buck lime be paid in extinguishment of said notes, that all lime so paid shall be delivered F. O. B. Cars at Newala aforesaid Ala. If said lime is to be taken and received at the fixed price of 38 cents per lime in barrels and 25 cents for lime in buck, the weight of lime in buck to be determined by Railroad weights. It is expressly understood and agreed on the part of L.A. & J.D. Hardy that if after the use of proper efforts on the part of G.W. Holcomb to sell lime assisted by said J.D. Hardy the said G.W. Holcomb shall fail to sell as much as 3000 barrels in any one month then the said L.A. and J.D. Hardy agree to receive of said G.W. Holcomb one sixth of lime so sold, that is say said L.A. & J.D. Hardy will release said G.W. Holcomb during the months same shall fall short of Three Thousand barrels from the full payment of one thousand as above stated, and will accept 1/6 of the total amount manufactured during said month, the balance due on said monthly payment or deferred at the option of said G.W. Holcomb unless said G.W. Holcomb may desire during the term of this agreement on the payment of six per cent interest on said deferred payment but this last agreement is conditioned always on the fact that said G.W. Holcomb has as much as Three Thousand barrels on hand for sale during the months the failure to sell that amount is so provided against. It is further agreed that said J.D. Hardy is to devote one half of his entire time in assisting and aiding the said G.W. Holcomb in and about the manufacture and sale of lime at Newala, Alabama until the 1st day of June 1899 for which said J.D. Hardy is to receive no other compensation than as aforesaid the said L.A. & J.D. Hardy further agree to immediately turn over and assign to said G.W. Holcomb all and singular their trade marks trade list names of customers and freight rates good will and whatever else that relates or appertains to the lime business at Newala Ala, or the Calera Lime Company. It is further ~~agreed~~ more expressly agreed and

understood that all Deeds and Contracts made in relation to the sale of real estate mentioned in Exhibit A, are subject to certain mortgages now held by J.R. Warren of Montgomery Alabama, and in the event the said G W Holcomb is required to pay any part of said mortgages, the amount so paid shall be applied as a credit on the note or notes that may first become due and payable after such payment is made

It is mutually agreed that the said L A & J D Hardy shall have the right to use the 1000 barrels so delivered to them each month in payment of said notes in whatever manner they may choose but not a lower price that said G. W. Holcomb may be selling his lime at the same time, in the same markets –

Witness;
R E Bowdens

L A Hardy
J D Hardy
Geo. W. Holcomb

Filed for record Mch 21, 1899 & recorded –
A P Langstone
Judge of Probate