## CONTRACT

STATE OF ALABAMA )

COUNTY OF SHELBY )

POST OFFICE SAGINAW )

This contract entered into this day between the Rosemary Funeral Directors a corporation duly incorporated under the laws of the State of Delaware, and T. M. Dunlap of the County of Shelby, State of Alabama:

Witnesseth: that the Mosemary Funeral Directors has this day employed T. M. Dunlap as its local sales manager at Saginaw, Ala. for the purpose of selling coffins, caskets and funeral supplies as may be shipped ordelivered to him by the Rosemary Funeral Directors, under the following agreements:

- (1) The said local sales manager agrees to procure a dry close house, suitable for display of said goods and agrees to take care of, and protect all goods belonging to the Rosemary Funeral Directors, which may be delivered to him from time to time.
  - The said local sales manager agrees to pay freight on all shipments of goods received by him, forwarding receipted freight bills, together with signed original invoice to said Rosemary Funeral Directors, Savannah, Georgia, and on receipt of same, check will be mailed promptly to said Local Sales Manager, by said Rosemary Funeral Directors.
  - (3) The said Local Pales Manager shall deduct \$1.00 for storage on each casket when sold, said amount to be retained by Local Sales Hanager when making remittance.
  - (4) The local sales manager agrees to sell for cash and remit the cost of casket and one half of the profit derived from the selling price named by the Rosemary Funeral Directors, to its office, Savannah, Georgia.
  - (5) The said Local Pales Manager also agrees that he will not buy, sell or handle during the life of this contract, any goods of like character from any manufacturer or jobber.
  - (6) The said Local sales manager agrees to furnish the Rosemary Funeral directors with a good and sufficient bond in the sum of \$800.00, conditioned upon the faithful discharge of this contract upon his part, paying the premium on same.
  - (7) Said Rosemary Funeral Directors agrees to pay taxes and insurance on its goods.

    IN CONSIDERATION THEREOF, the Rosemary Funeral Directors agrees to pay the

    LocalSales Manager for his service, one half of the net profits on all sales made

    by him. Said one half profits, plus \$1.00 for storage to be retained by local sales

    manager when sale is remitted for.

It is also mutually agreed by and between both parties hereto that the power and authority of agency hereby conferred upon the said T. M. Dunlap as local sales manager shall be limited to caring for such property aforementioned, making sales thereof, collecting the proceeds from such sales, remitting therefor and no further.

And it is further mutually agreed by and between the aforesaid parties that this contract shall extend to and include not only such goods and property as may now be in the charge of the said T. M. Dunlap as sales manager, but all renewals and additions made to such stock of goods at any time in the future, and to all goods and stock of goods shipper to and entrusted to the said T. M. Dunlap as sales manager at any time hereafter during the existence of this contract.

And it is further expressly agreed that the said Rosemary Funeral Directors

shall not be liable for the payment of any rent or rents for store rooms or ware rooms for such goods; but the said T. M. Dunlap shallat his or their own expense furnish such store room or ware room, and pay the rentals, if any.

And the Rosemary Funeral Directors hereby give notice to and all landlords that it will not be liable for any such rentals, nor shall any landlords claim any liens for rentals upon its said property.

It is mutually agreed by and between both parties to this contract that same may be annuled by either party upon ten days notice in writing.

IN WITNESS WHEREOF the said parties to this contract have hereunto set their hands and seals, in duplicate this seventh day of August, 1923.

Witness:

S. J. Norwood Jr.

S. J. Norwood Jr.

STATE OF GEORGIA ...)

COUNTY OF CHATHAM

Rosemary Funeral Directors (L.S.)
By E. J. Ruth

T. M. Dunlap Local sales manager (L.S.)

Personally appeared before me S. J. Norwood Jr. and made oath that he saw the within named T. M. Dunlap and E. J. Ruth sign seal and as to his act and deed, deliver the within instrument; and that he witnessess the execution thereof.

Sworn to before me this the

1st. day of Oct. 1923.

Geo. E. Crafts-Notary Public

THE STATE OF ALABAMA )

SHELBY COUNTY

I, L. B. Riddle, Judge of Probate hereb certify that the within contract was filed in this office for record Oct. 3rd. 1923 at 9 oclock A·M· and recorded in deed record 76 pages 428-29 and examined.

L. B. Riddle--Judge of Probate