CONTRACT

STATE OF ALABAMA)
COUNTY OF SHELBY)
POST OFFICE VINCENT)

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

WITNESSETH, that the Rosemary Funeral Directors has this day employed McGraw Brothers, as its local sales manager at Vincent, for the purpose of selling coffins, caskets and funeral supplies as may be shipped or delivered 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.

(2) 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 Sales Managershall deduct $1.00 for storage on each casket when sold, said amount to be retained by local sales manager when making remittance.

(4) The local sales manager agrees to sellfor 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 sales 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 Local Sales 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 McGraw Brothers 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 McGraw Brothers, as sales manager, but all renewals and additions made to such stock of goods at any time in the future and to allgoods and stock of goods shipper to and entrusted to the said McGraw Brothers as sales manager at any time hereafter during the existence of this contract.

And it is further and expressly agreed that the said Rosemary Funeral Directors shallnot be liable for the payment of any rent or rents forstore room or ware room for such goods; but the said McGraw Brothers shall at his or their own expense furnish such store room or ware room and pay the rentals, if any.

And the Rosemary Funeral Directors herebygive notice to any and all landlords that it willnot 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 Fourteenth day of August, 1923.

Rosemary Funeral Directors (L.S.)

Witnesses: By E. J. Ruth-Asst. Secretary

S. J. Norwood Jr. McGraw Bros. (L.S.)
Local sales manager

S. J. Norwood Jr.

STATE OF GEORGIA)

COUNTY OF CHATHAM)

Personally appeared before me S. J. Norwood Jr. and made oath that he saw the within named McGraw Bros and E. J. Ruth sign, seal and as his act and deed, deliver the within instrument, and that he witnessed the execution thereof.

Sworn to before me this the 1st. day of S. J. Norwood Jr.
Oct. 1923.

Geo. E. Crafts--Notary Public

THE STATE OF ALABAMA)

SHELBY COUNTY)

I, L. B. Riddle, Judge of Probate hereby 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 430-31 and examined.

L. B. Riddle--Judge of Probate