

dollars and thirty three cents on or before the first day of Jany. 1881 fifty eight dollars & thirty three cents on or before the first day of Jany. 1882 Should the said Peter Deloatch fail to pay the said amounts at the times above mentioned then the said C. L. Borden is released from this agreement and any amounts the said Deloatch may have paid to the said Borden for said land shall be paid back to the said Deloatch, in the event of his failure to comply with this agreement. It is also agreed that the said C. L. Borden party to the first part shall have all the merchantable timber on said place without cost, that is to say that the said Borden only agrees to sell the said Deloatch the land only, not the timber. Dated the following signature & seals this day and year first above written.

C. L. Borden Esq.  
Peter <sup>his</sup> Deloatch Seal  
mark

Southampton County:

I David H. Kindred a Justice of the Peace of said County do certify that C. L. Borden and Peter Deloatch whose names are signed to the writing hereunto annexed bearing date on the 10<sup>th</sup> day of Jany 1880, acknowledged the same before me in my County aforesaid. Given under my hand this 10<sup>th</sup> day of Jany 1880.

David H. Kindred J.P.

Southampton County: In the Clerk's Office Jan. 14, 1880  
This Agreement between C. L. Borden and  
Peter Deloatch was this day received and  
with the Certificate annexed admitted  
to record:

Test: L. R. Edwards L.L.