

Emd.

Draft of Release  
recorded in this  
Book Page 609.

This Instrument of Sale entered into this 18th day of May 1880  
between J. Etheredge & Son partners in business under  
firm name of J. Etheredge & Son, of one part, and J. B. Morris  
of the second part. Witnesseth as follows, That in consid-  
eration of the sum of Fifteen hundred Dollars, to be paid  
as hereinafter specified, the said parties of the first part  
do grant, bargain & sell unto the party of the second part  
One Steam Saw Mill & fixtures now located on the  
Lands of J. M. Bidley near his Water Pist Mill, and  
two Wagons & five Mules and harness. The party of the  
second part hereby agrees to pay the said sum of  
\$1500 to the parties of the first part by shipping to  
them in Norfolk within four months, commencing  
from May 2<sup>d</sup> 1880. Two hundred thousand feet of  
Lumber from the Timber on the South Side of the Mill  
Run of said Bidley's Mill and on said Bidley's Lands, if  
the said quantity of feet should be there, and is to be  
sawed according to the directions of the parties of first  
part provided no lengths are to exceed Twenty two  
feet and in the event, there should not be sufficient  
Timber on said Land to make this Engagement, then the  
party of second part obligates to make up the deficiency  
in other Timber within the before specified time.  
And to secure on or fully the payment of the aforesaid  
\$1500, the said Morris hereby consents J. B. Prince Trustee  
the said Steam Saw Mill and fixtures, 2 wagons, five  
mules & harness. In Trust to secure the payment of the  
said sum of \$1500, to Etheredge & Son due four months  
from May 2<sup>d</sup> 1880. And it is expressly agreed that  
should there be default in the payment of the said  
\$1500, as aforesaid, then the said Trustee upon verbal  
or written notice from said Etheredge & Son or either  
of them, shall sell the aforesaid property after  
ten days notice of time & place upon such terms as said  
Etheredge & Son may desire, and in such event the said  
Trustee shall be entitled to the usual Commission  
of five per centum on gross sales. The said Morris also  
agrees that the said Etheredge & Son shall have a  
lien upon and hold as loan collateral for the aforesaid  
debt of \$1500 fifteen hundred bushels of Pea nuts  
which the said Morris now has at his farm in Sussex  
County. And should there be default in payment  
of the said \$1500, then the said Etheredge & Son may sell  
such portion of said Pea nuts, as may be necessary  
to pay what is yet due them. And the parties of the first  
part agree that when the party of the second part shall  
ship not less than one fourth of the Lumber, they will  
release one fourth of the Peanuts from this Lien, and  
when one half of Lumber is shipped, to release one