

THIS INSTRUMENT between Victoria B. Marshall, widow of Carlton Marshall, T. S. Kennedy, as Executor of the Last Will of Carlton Marshall, Margarette Marshall, M. A. Marshall, W. H. Marshall, M. W. Marshall, Aliph Maddox, J. B. Marshall, Minnie Farmer, E. E. Marshall, A. C. Marshall, A. D. Marshall^{H. Marshall} and Clinton Marshall, devisees under the Last Will of Carlton Marshall, deceased and the Model Land Company,

WITNESSETH:

Whereas, Carlton Marshall, deceased, by his last will and testament, after giving a life annuity to his wife, devised all of his property to be equally divided between his father, mother, brothers and sisters living at the death of his said wife, and

Whereas, a settlement has been made between said wife and said devisees, by which settlement said wife has been provided from a trust fund said annuity and the said Father, mother, brothers and sisters of said Carlton Marshall, are the legal owners of any real property or estate or interest in real property owned by said Carlton Marshall at the time of his death, and

Whereas, said Carlton Marshall at the time of his death held a certain receipt reading as follows:

June 4, 1914
Camp Jackson, Fla.

Received of Carlton Marshall six hundred and forty dollars which amount is a payment of one dollar per acre on 640 acres of lands of the Model Land Company situate and being in Township 59, purchase price of said lands to be twenty five dollars per acre, selected in $\frac{1}{2}$ mile tracts facing on the road running back $\frac{1}{2}$ mile, and if selected in $\frac{1}{2}$ mile tracts facing on road and running back from said road purchase price to be twenty dollars per acre. Then said land is to be selected as surveyed and upon selection the remainder of first payment to be made. Terms of sale to be $\frac{1}{2}$ first payment, $\frac{1}{2}$ second payment, $\frac{1}{2}$ third payment, $\frac{1}{2}$ fourth payment and last payment yearly (1-2-3) years 6% on deferred payments. It is agreed upon that Carlton Marshall may purchase an additional 640 acres on same terms and conditions provided he shall make the binding payment of one dollar per acre by or before Sept. 1st, 1914. The selection of the

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1st 640 acres for which the accompanying check covers is to be made after F. A. Barrett has selected 2000 acres, the selection of the second possible 640 acres to be made of any lands unsold at the time that earnest money shall be paid in.

"The prices and conditions as set forth herein shall not in any way be binding upon the Model Land Company until such time as the said Company may approve such sale, the same being optional with them.

(Signed)

F. J. Powers,
Carlton Marshall"

Under which an interest in land was held by said Carlton Marshall subject however to a compliance with the terms of said receipt, which terms have never been complied with, and

Whereas, the said devisees do not desire to complete said contemplated purchases of lands but it is their desire to abandon whatever rights said Carlton Marshall had at his death to purchase lands of the Model Land Co., and the Model Land Co., is willing that said devisees may abandon said right of purchase and is willing to return to the said devisees of Carlton Marshall the \$640.00 paid as recited in said receipt,

Now, Therefore, Know all men that the said application to purchase lands from the Model Land Co., made by Carlton Marshall in his lifetime, as above recited in said receipt dated June 4th, 1914, signed by said Carlton Marshall and F. J. Powers, is hereby abandoned and the Model Land Co., released from all and any obligations to sell the lands described in said receipt or any lands to the said Carlton Marshall or his devisees, and in consideration of \$640.00 in hand paid we do hereby acquit and discharge the said Model Land Co., from all and any obligations by reason of the issuance of said receipt and acceptance of money named therein, and we do hereby declare that any right or interest acquired by said Carlton Marshall in his lifetime with respect to the purchase of lands from the Model Land Co., is hereby surrendered and discharged.

IN WITNESS WHEREOF we have hereunto set our hands and
seals this 16th day of January, 1920

Clinton Marshall

By A. D. Marshall
ATTORNEY IN FACT

Victoria B. Marshall (SEAL)
Widow of Carlton Marshall

T. S. Kennedy (SEAL)
Executor of the Last Will
of Carlton Marshall

Margaret Marshall (SEAL)
BY A. D. Marshall
Attorney in Fact

M. A. Marshall (SEAL)
BY A. D. Marshall
Attorney in Fact

W. H. Marshall (SEAL)
BY A. D. Marshall
Attorney in Fact

M. W. Marshall (SEAL)
BY A. D. Marshall
Attorney in Fact

Aliph Maddox (SEAL)
BY A. D. Marshall
Attorney in Fact

J. B. Marshall (SEAL)
BY A. D. Marshall
Attorney in Fact

Minnie Farmer (SEAL)
BY A. D. Marshall
Attorney in Fact

E. E. Marshall (SEAL)
BY A. D. Marshall
Attorney in Fact

A. C. Marshall (SEAL)
BY A. D. Marshall
Attorney in Fact

H. Marshall (SEAL)
BY A. D. Marshall
Attorney in Fact

A. D. Marshall (SEAL)