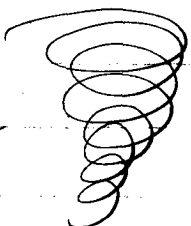


#274

William J Hess  
To Montague  
Thos Bandnick



I know all men by these presents  
that Wm J Hess of Madison

County Iowa for and in consideration of the sum of one  
hundred & sixty dollars and sixty cents hereby well unto  
Thos Bandnick one hundred cords of Pine wood now  
delivered and at my Mill situated in the North East  
part of the City of Winterset in Madison County Iowa  
The conditions of the above sale is such that whereas  
the said Wm J Hess did on the third day of May  
A.D. 1860 executed and deliver to the said Thos  
Bandnick his promissory note for the said sum  
of one hundred and sixty six dollars and eighty  
two cts payable in three months after date which  
said promissory note is yet unpaid and is now  
due Now if the said Wm J Hess will deliver  
unto the said Thos Bandnick eight hundred  
pounds of Flour each week from the date hereof  
in part payment of said note until said note is  
fully paid off and discharged said flour to be  
delivered to said Bandnick at the said Mill of  
Wm J Hess for which said Bandnick agrees to allow  
the cash price therefor and credit the same on  
his account with the said Wm J Hess

default in furnishing the said eight hundred pounds of  
 wood each week it is hereby stipulated that said Board  
 shall upon such default of said Hess at any <sup>time</sup> have the  
 right to declare this contract at an end and take  
 possession of said one hundred cords of wood and  
 sell the same to satisfy said rate on any part thereof  
 which may remain unsatisfied whenever such default  
 shall occur now upon the performing of the above  
 conditions by the said W<sup>m</sup> J Hess then this obligation  
 to be void otherwise to remain in full force Sept  
 5-14 1860 W<sup>m</sup> J Hess

Leontice & Swann to before me  
 a Justice of the peace for Madison Co Iowa this  
 16 day of Sept 1860 John S. Gaff J.P.

Filed for Record Sept, 20 1860 at 8 o'clock AM  
 J. W. Kunkle Recorder