

THIS AGREEMENT made this 1st day of January 1901,
by and between Perry C. Williams, James E. Williams, Ross F.
Stout, M.B. Curkendall and John W. Davis, all of the County of
Harrison and State of West Virginia, WITNESSETH:-

1.- That the parties aforesaid have this day agreed to
be and become a partnership for the purpose of purchasing
the real estate known as the Shuttleworth Home Place, and
conveyed to the parties of the first part by the said Benjamin
F. Shuttleworth and wife by deed of this date, and of subdivid-
ing the same into town lots and marketing said lots. Said
partnership to continue until all the said property has been
sold, or until the same shall be dissolved by mutual agree-
ment of the parties hereto. Provided however, that any member
of said partnership shall have the right to sell or transfer
his interest therein to any other member of said partnership
or to such other person as may be agreeable to the remaining
partners.

2.- In furtherance of the purpose of said partnership
the said partners have this day contributed the first or
cash payment on said property in the following several sums,
to wit:- Perry C. Williams, \$1000.00; James E. Williams \$1000.00;
Ross F. Stout \$1000.00; M.B. Curkendall \$500.00 and John W.
Davis \$500.00, and have jointly and severally executed their
promissory notes for the sum of ~~\$5000.00~~ ^{\$20,000.00} each, for the remain-
ing \$20,000.00 due on said purchase. It being understood and
agreed as among said partners that the said Perry C. Williams,
James E. Williams and Ross F. Stout shall be each bound for
one-fourth of the said deferred purchase money, and the said
M.B. Curkendall and John W. Davis shall be each bound for
one-eighth of the same; and the said partners shall share in like
proportions the net profits arising from said enterprise.

3.- It is understood and agreed that Perry C. Williams shall be and he is hereby appointed treasurer of said partnership, and that he shall be authorized to receive all cash payments made upon any parcels of said real estate which may be sold, and to receipt for the same; and that all notes taken for the deferred payments of such parcels shall be made payable to the said Perry C. Williams as treasurer, and shall be collected and accounted for by him. And it is further agreed that John W. Davis shall be made and constituted, by a proper power of attorney, the attorney in fact of this partnership to grant and convey any and all parcels of said real estate with covenants of general warranty, to such persons as may desire to purchase the same at prices not less than those fixed in the schedules of prices to be agreed on by the said partners when the plat of said land is completed.

4.- It is further agreed that all monies received from the sale of said property, or any part of the same, shall be first applied, so soon as the same is paid and collected, to the payment of, the unpaid purchase money then due and owing to the said Benjamin F. Shuttleworth; and that after the said purchase money has been paid off and discharged in full, the monies derived from the sale of said property, after deducting the necessary expenses of marketing the same, shall be divided among the said partners in the proportions hereinbefore stated, from time to time as the same may be collected.

Witness the following signatures and seals, ^{in triplicate} the day and year first above written.

Perry C. Williams (SEAL)
Jas. E. Williams (SEAL)
Ross A. Stout (SEAL)
M. M. Purcell (SEAL)
John W. Davis (SEAL)

3. - It is understood and agreed that Perry O. Williams shall be and he is hereby appointed treasurer of said partnership, and that he shall be authorized to receive all cash payments made upon any parcels of said real estate which may be sold, and to receipt for the same; and that all notes taken for the deferred payments of such parcels shall be made payable to the said Perry O. Williams as treasurer, and shall be collected and accounted for by him. And it is further agreed that John W. Davis shall be made and constituted by a proper power of attorney, the attorney in fact of this partnership to grant and convey any and all parcels of said real estate with covenants of general warranty, to such persons as may desire to purchase the same at prices not less than those fixed in the schedules of prices to be agreed on by the said partners when the plat of said land is completed. It is further agreed that all moneys received from the sale of said property, or any part of the same, shall be first paid, so soon as the same is paid and collected, to the partner who has advanced the unpaid purchase money thereon and owing to the said partnership; and that after the said purchase money has been paid off and discharged in full, the net proceeds from the sale of said property, after deducting the necessary expenses of marketing the same, shall be divided among the said partners in the proportions hereinafter stated, from time to time as the same may be collected.

Witness the following signatures and seals, this day and year first above written.

(SEAL) Perry O. Williams
 (SEAL) John W. Davis
 (SEAL) John W. Davis
 (SEAL) John W. Davis

William, Stout
 Partnership Agreement