

John Hood  
to  
Black, Simpson  
and Wright

No 382

J. Est. Hood  
by and through  
attch. as agent  
for J. M. Black  
E. C. Simpson & Co.  
Wright, guardian  
Joseph - Joseph  
received the money  
in payment of the  
note described in  
this mortgage and  
acknowledged said  
note & mortgage  
at time of said  
payment

To all men by these presents that whereas on the 3<sup>d</sup> day of June 1872 at a Public sale by George E. M. Whorton as Referee under a judgment of foreclosure and sale rendered by the Circuit Court for Santa Clara County State of Florida in an action wherein E. C. Simpson and others were Plaintiffs and Joseph H. Rome was defendant I became the purchaser of the following described real estate situated in said County and State and in the town of Milton to wit: The South 1/2 of the lot containing 1/2 acre known as John Ellis lot on Blackwater River being a part of Lot No 1 of Fractional Section 3 Township 1 Range 28 N & W for the sum of Two hundred and fifty four dollars 25<sup>00</sup> upon the terms prescribed in the said judgment and whereas in pursuance of said terms I have paid to said Referee the sum of \$85<sup>00</sup> being one third of said purchase money and have made my two promissory notes to J. M. Black and E. C. Simpson and P. P. Wright as guardians of Joseph H. Pomyth bearing even date herewith each for the sum of \$85<sup>00</sup> with intent from said 3<sup>d</sup> day of June 1872 one payable in six and the other in twelve months from said 3<sup>d</sup> June 1872 said notes being for the residue of the purchase money for above described real estate and whereas on further compliance with the terms of said sale and to secure the payment of the said promissory notes according to their tenor and effect and also in case of foreclosure hereof the payment of five per cent upon the mortgage debt besides the other costs of foreclosure which I hereby covenant to pay for attorneys fees for such foreclosure. I am required to execute to the above named payees of said note a mortgage upon above described real estate I John Hood has in consideration of the premises and of the said sum of \$170<sup>00</sup> have granted bargained and sold and by these presents do grant bargain sell and convey unto the said J. M. Black and the said E. C. Simpson and P. P. Wright as guardians of Joseph H. Pomyth their heirs and assigns the above real estate with all the improvements thereon and rights and appurtenances thereto belonging to have and to hold the same unto the said J. M. Black and unto the said E. C. Simpson and P. P. Wright as guardians of Joseph H. Pomyth and unto their heirs and assigns forever Notwithstanding however that if I shall pay or cause to be paid the said promissory notes according to their tenor and effect then this mortgage to become null and void otherwise it and its covenants and provisions to remain in full force and virtue I hereby covenant and agree that if the note aforesaid which is to be paid in six months is not paid within thirty days after the maturity the mortgage debt shall if the said mortgages or their assigns shall so elect be deemed wholly due and subject to foreclosure. In testimony whereof I have here

Attest  
R. R. Sheffer  
Clerk  
Dec 16 1887

John M. C. with  
No 382