

Know all men by these presents that whereas on the 3<sup>rd</sup> day of June A.D. 1872 at a public sale by Gen<sup>l</sup> G. McWhorter a Referee under a judgment of foreclosure and sale rendered by the Circuit Court for South Dade County State of Florida in an action wherein E. E. Simpson and others were Plaintiffs and Joseph R. Rome was defendant I became the purchaser of the following described real estate situated in the said County and State and in the town of Milton to wit: the North 1/2 of the lot containing 1/2 acre known as the John Ellis lot on Black water River being a part of lot No one (1) of Fractional section No three (3) Township one (1) Range First eight (28) N. W. for the sum of \$128<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 \$42<sup>00</sup> being one third of said purchase money and have made my two promissory notes to J. W. Black and E. E. Simpson & B. D. Wright as guardians of Joseph Romyth bearing even date herewith each for the sum of \$42<sup>00</sup> with interest from the said 3<sup>rd</sup> day of June 1872 one payable in six months and the other in twelve months from said 3<sup>rd</sup> day of June 1872 said notes being for the residue of the purchase money for above described real estate. And whereas in further compliance with the terms of said sale and to receive 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 notes a mortgage upon above described real estate. I Francis Jemigar in consideration of the premises and of the said sum of \$85<sup>33</sup> have granted bargained and sold and by these presents do grant bargain sell and convey unto the said J. W. Black and the said E. E. Simpson & B. D. Wright as guardians of Joseph Romyth their heirs and assigns the above real estate with all the improvements thereon and appurtenances therein belonging. To have and to hold the same unto the said J. W. Black and unto the said E. E. Simpson & B. D. Wright as guardians of Joseph Romyth and unto their heirs and assigns forever. Upon the condition 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 to remain with all its covenants and provisions in full force and virtue. I hereby further covenant and agree that if the note above said which is to be paid in six months is not paid within thirty days after the maturity this mortgage debt shall of the said Mortgages or their assigns shall so elect be deemed wholly due and subject to foreclosure. In Testimony whereof I have hereunto set my hand and affixed my seal this 3<sup>rd</sup> day of June 1872

Francis Jemigar  
 Equally sealed and signed in presence of  
 E. E. Simpson  
 B. D. Wright  
 J. W. Black  
 E. A. Perry

Francis Jemigar

J  
 W. Black  
 E. E. Simpson  
 and  
 B. D. Wright  
 No 385

1872