

This case, date to the twenty seventh day of September one thousand  
 eight hundred and fifty eight and recorded in Escrow book  
 Florida October 7<sup>th</sup> one thousand eight hundred and fifty eight in  
 Book D. pages eight to twenty two which books are duly do by  
 deed of date herewith by the honorable Augustus B. Maxwell  
 of Sarasota Florida as trustee to the said party of the first part of  
 which books a schedule is hereunto annexed which shows owned by  
 the said Maxwell as also the equipment by him of the railroad and  
 franchises formerly the property of the said Alabama and Florida  
 Rail Road Company considered in the consideration money a portion  
 of the same intended to be secured hereby. That nothing in this  
 mortgage shall prevent the sale of the said part of the first part of  
 the lands in said schedule referred to, nor the leasing the same  
 with the privilege of cutting the timber thereon as aforesaid, nor  
 the proceeds of such sales to be paid to the said parties of the  
 second part to be applied by them to the payment of the interest and  
 principal of the bonds hereby secured. And also all the locomotive  
 engines, baggage, freight and other cars of or belonging to it, said  
 party of the first part or hereafter to be acquired by it, and all other  
 cars, carriages, tools, machinery and equipments for its railroad  
 and also all goods and chattels belonging to or in it, about the operation  
 of said road, now owned by said party of the first part or hereafter  
 to be owned or acquired by it in any way relating to or appertaining  
 to said railroad - together with all the tolls, rents, income,  
 profits, money, rights, benefits and advantages to be derived,  
 received or shall therefrom by said party of the first part or in any  
 way whatsoever. To have and to hold the premises, rights,  
 profits, privileges and franchises hereinbefore specified, or  
 intended to be, and every part and parcel thereof with the appurtenances  
 and all and every part and parcel thereof unto the said parties of  
 the second part and the survivors of them and his successors or assigns  
 in this trust and his and their heirs and assigns forever as trustees  
 and in trust for the person or persons, bodies politic or corporate who  
 shall or may become holders of the said bonds or any of them -  
 Upon the condition and their present and upon the express understanding  
 and promise that if the said Corporation, party of the first part  
 its successors or assigns shall well and truly pay or cause to be  
 paid the said sum of money mentioned to be paid in and by the  
 said bonds to secure which this mortgage is made, and the interest  
 thereon at the times and in the manner in the said bonds respectively  
 mentioned according to the true intent and meaning thereof then these  
 presents and the estate hereby granted shall cease determined and  
 be void.

And the said party of the first part hereby reserves the right to  
 remove from the line and sell or exchange or otherwise dispose  
 of any rails, equipment, machinery or materials at any time held  
 and acquired for the use of the said rail way, that may have become  
 unfit for said use, removing and replacing the same with other rails,  
 equipment, machinery or materials. And the said substitutes  
 shall throughout at once without any other or further act deed or thing  
 be and become immediately subject to all and every the lien and  
 effect of this mortgage as if they had originally been part of the said  
 rail way.