

An acknowledgment in Book 8 Page 257

party of the first part lent shewed the said first party force or refusal to pay the said debt or the said interest in any part thereof when the same or any part thereof shall become due and payable according to the true tenor date and effect of said note this deed shall remain in force and the said party of the second part in case of his absence death refusal to act or disability in anywise the then acting Sheriff of Santa Rosa County Florida at the request of the legal holder of said note may proceed to sell the property hereinafter described or any part thereof at public vendue to the highest bidder at the Court House door in the City of Milton Santa Rosa County Florida for Cash first giving twenty days public notice of the time terms and place of sale and of the property to be sold by advertisement in some newspaper printed and published in the City of Pensacola Florida and upon such sale shall execute and deliver a deed in fee simple of the property sold to the purchaser or purchasers thereof and receive the proceeds of said sale and any statements of fact or receipt by the said trustee in relation to the repayment of the money said to be paid the advertisement sale receipt of the money and the execution of the deed to the purchaser shall be received as prima facie evidence of said fact and such trustee shall out of the proceeds of said sale pay first the cost and expenses of executing this trust including legal compensation to the trustee for his services and next he shall apply the proceeds remaining over to the payment of said debt and interest or as much thereof as remains unpaid and the remainder if any shall be paid to the said party of the first part or his legal representatives and the said party of the second part covenants faithfully to perform and fulfill the trust herein created but hereby liable or responsible for any mischief occasioned by others

In Witness whereof the said parties hereunto set their hands and seals the day and year first above written
 Signed sealed and delivered in presence of
 Reinhold v. Penningham & Co

E. L. Robinson
 Lewis Jewett

State of Illinois } Be it remembered that on the 9th day of March A.D. 1868 before me the County of St. Clair }
 personally came Reinhold v. Penningham a single person who is personally known to me to be the same person whose name is contained in the foregoing instrument of writing as a party thereto and acknowledged the same to be his act and deed for the purposes therein mentioned and the said Reinhold v. Penningham