

his executor & administrators hereby covenant to warrant and defend the title to said premises described in said Charles Gains his wife & assigns against the lawful claims & demands of any & all persons whomsoever. And we further covenant that said property is unincumbered. And the said Mary Lenore Collins and Spencer H Collins hereby covenant to the alienation of any & all homestead rights if any they have in the premises.

Now the above instrument is intended as a mortgage the condition of which are that whereas the said Spencer H Collins has this day executed unto said Charles Gains his certain promissory note for amount (\$1000.00) One thousand dollars bearing even date here with & payable twelve (12) months after date with 10% per cent interest for arrears from date in same being for money loaned to said Spencer H Collins by said Charles Gains (his day). Now then that if said Spencer H Collins shall well truly pay said note according to the tenor thereof when the same become due then this instrument to be null & void else to be of full force & virtue.

And it is hereby agreed by the parties hereto that in the event of a foreclosure of said mortgage said mortgagor shall pay unto said Charles Gains or his assigns his or their reasonable attorneys & costs of foreclosure proceedings, the same to be included in & with the for which said described property shall be subject as under the mortgage. In witness whereof we hereunto set our hands & seals this 25 day of August 1890

In presence of  
 M. Clements 3  
 G. Permon 3  
 S. H. Collins  
 W. L. Collins

State of Florida 3 J. G. Permon a Notary Public in and for County of Duval 3 Said State Comy hereby certify that on this day personally called before me Spencer H Collins and Mary Lenore Collins his wife persons to me well known who acknowledged to me respectively that they joined in the execution of the foregoing instrument for & in full satisfaction for the purpose of conveying the property therein described the separate property of said Mary Lenore Collins. And the said Mary Lenore Collins upon a private examination had before me separate & apart from her said husband acknowledged that she executed said deed in company with her said husband freely & voluntarily without any compulsion constraint apprehension or fear of any person or persons.