

Wm
D. Whitman
L. J. Humphill

State of Florida } Know all men by these presents that
 Santa Rosa County } D. B. Whitman of said State County for
 and in consideration of One Dollar to me
 in hand paid by L. J. Humphill of said State County, the
 receipt whereof is hereby acknowledged and confessed
 and in consideration further of the premises herein after
 mentioned, have given bargained & sold & by these presents
 do give bargain sell & deliver unto said L. J. Humphill
 the following personal property to-wit: Five Hundred head
 of Sheep known and described as follows, viz: marked
 crop under bit in one ear and under eye in the
 other & banded with stripe or bar across nose, said sheep
 ranging & being on the south side of Yellow River in
 Santa Rosa County Florida. Said sheep being further
 described as follows viz: the same being of a flock of
 about one thousand or more head being the same
 mass brand and of which the said L. J. Humphill may
 select said 500 head - and it being understood & agreed
 in order that parties not privy hereto shall not be misled
 by reason of the above description that said D. B. Whitman
 shall make no sale of any of said sheep what ever without
 first giving notice to said L. J. Humphill in order that he
 may make his said selection in order more fully to disengage
 them from the remainder of the flock, and in case this
 selection be not made before foreclosure proceedings (in the
 event of foreclosure) upon foreclosure and hereon, said selection
 may then be made by said Humphill, his assign or agent
 or if not made said description shall apply to any sheep
 of said flock to the number mentioned -
 It is here agreed to hold said described property unto said
 L. J. Humphill his executors Administrators & assigns
 to his other use & to hold forever. Together with the
 natural increase of said sheep during the pendency
 of this instrument (said increase to be ascertained if
 said sheep be not selected as herein before provided by
 an average increase of the flock with the number now
 conveyed to Humphill)
 And I the said D. B. Whitman covenant with said Humphill
 that said sheep are well numbered and that I have
 good right to sell & dispose of the same, and that I will
 warrant & protect the same unto him against the lawful
 claims & demands of any & all persons whomsoever -
 Now the above instrument is intended as a mortgage
 the condition of which are then - that whereas said L. J.
 Humphill has the day loaned unto said D. B. Whitman the
 sum of Five Hundred (\$500⁰⁰) dollars for which said D. B.
 Whitman has executed & delivered unto him his certain prom-
 issory note for said amount, payable on or before two (2)
 years after date with Eight (8%) for and interest for annum
 from date, payable annually and bearing same date here-
 with - Now then if said Whitman shall well oblige

I acknowledge & state herein in full
 and truly conceal the money of
 this 18 day of July 1870
 L. J. Humphill
 at St
 Green
 Creek