

conducting said sale to adjourn the same if deemed in his opinion necessary from time to time until said property be sold, and to give a bill of sale to the purchaser thereof which shall be conclusive as to the regularity of all the proceedings herewith, and convey absolutely all my right and title therein.

If from any cause said property shall fail to satisfy said debt interest cost and charges I covenant and agree to pay the deficiency. I fully warrant and hold James Cunningham Son^{and} Co., their successors and assigns harmless for any claim for trespass on account of entering said or any premises where said property may be, and taking or causing to be taken the property herein mentioned. I further agree to protect James Cunningham Son^{and} Co., or assigns from any and all claims while engaged in the disposal of said goods. After said debt and interest together with all necessary costs charges expenses and attorney's fee incurred by James Cunningham, Son^{and} Co., or assigns have been paid and satisfied in full out of the proceeds of such sale they shall pay over the surplus, if any, to said William T. Baxter or his legal representatives.

I further agree to insure the property herein described in a reliable fire insurance company for Eleven Hundred Thirty-five Dollars for a period of Twelve months and at the expiration of that time, I agree to insure the same for Eight Hundred thirty-five Dollars for twelve months thereafter and to sign and deliver the policy to James Cunningham Son^{and} Co., or their assigns and if the said party of the first part, fail to obtain such insurance I hereby authorize James Cunningham Son^{and} Co., their successors and assigns to procure such insurance and the premium or premiums