Huggins, J. M.

to

Fellows, W. H. & others.

The State of Alabama, Shelby county. } This Indenture, made and executed this 29th day of April, 1856, by and between James M. Huggins of the first part and Wm. H. Fellows & Edward W. Marks of the second part, and E. A. Gihan Ann Aylett and others, creditors of the party of the first part, and whose names are shown by the schedule hereto annexed, marked Schedule A, and all other individual creditors of the party of the first part, and Netherland Tate & all others creditors of Huggins & Goldsby parties of the fourth part, witnesseth, that whereas the party of the first part has heretofore on the 1st day of February, 1856, made and executed together with Thornton B. Goldsby a Deed of Trust conveying all the partnership effects and property of said Huggins & Goldsby to secure the payment of the parties of the fourth part, creditors of said Huggins & Goldsby, and whereas the party of the first part is unable to pay the parties of the third part, and believing it to be just and equitable to devote and appropriate the individual property hereinafter conveyed to the payment of the debts due to the parties of the third part, and being anxious and desirous to secure the payment of the several debts due the parties of the third part the amount of which is stated as near as can now be ascertained in said schedule A opposite the name of each creditor.

Now in consideration of the premises, and for and in consideration of the sum of Ten Dollars by the party of the second part paid to the party of the first part, the receipt whereof is hereby acknowledged, the party of the first part doth hereby grant, bargain and sell unto the party of the second part and his heirs & executors, all and singular the property real and personal, and choses in actions, and effects of every description, of the party of the first part wherever the same may be situated excepting so much thereof as is exempt by law from levy and sale under execution or any legal process, for the use of families as provided by Section 2402 of the Code and the several Acts passed since the Code was adopted. A schedule of said property and effects hereby conveyed

is hereto annexed, marked Schedule B. To have and to hold unto the party of the second part & his heirs & executors the above conveyed property,— upon trust nevertheless that the said party of the second part shall as soon as any of the parties of the third part shall require proceed to sell any or all of said property and collect the choses in action, and with the proceeds, after deducting necessary expenses of this Trust, pay off the debts of the parties of the third part. Such sale may be made privately or by public vendue after giving thirty days' previous notice of the time and place of sale, and the sale to be made for cash or on reasonable time as may be best for the interest of the parties of the third part. And should there be sufficient property to pay the parties of the third part then the balance of the proceeds shall be applied to the payment of the debts due the parties of the fourth part, being the creditors of said Huggins & Goldsby, share and share alike to all of them (should there not be sufficient to pay them all) in proportion to their respective debts.

In testimony whereof, the parties of the first & second part have hereunto set their hands & seals the day and year above written.

James M. Huggins (Seal)
E. W. Marks (Seal)
W. H. Fellows (Seal)

Schedule A.

A Schedule of the Creditors referred to in the foregoing Deed of Trust.

Note due	Miss Ann Aylett for	$50 00
" "	Mrs. E. A Gihan "	" 250 00
" "	Mr. W. F. McRee "	" 275 00
" "	" Geo. Davidson "	" 400 00
" "	" T. W. Dodson "	" 125 00
" "	" P. A. Beny, Guardian &c. for	" 550 00
" "	" J. L. Price "	" 40 00
" "	" A Jones, Admr. of A. White "	" 200 00
Act. "	" Robt. Johnson "	" 40 00
" "	" N. Williams "	" 80 00
" "	" Philpot & Lapsley "	" 78 00
" "	" W. M. Ford "	" 48 00
Debt "	Ala. & Ten. R. R. R. Co.	" 1020 00
Act. "	Estate of Dr. D. Fair	about " 250 00

And all other individual creditors of said James M. Huggins.

James M. Huggins.

Schedule B.

A description of the property conveyed by the foregoing Deed.

1 Lot of land 91 by 240 feet, being a part of Lot no. 18 purchased by Amos White & J. M. Huggins of P. A. Beny, Guardian of Susan E. Beny, in the city of Selma, and being the Lot and houses at the corner of Washington and Dallas streets. Lot of land bounded south by a lot owned by J. H. Beard, on the east by North street, on the west by Franklin street, containing

about two acres subject to a Mortgage made by the party of the first part to James Hall, to secure the purchase money for about five hundred dollars — A parcel of land lying in the fork of Beach creek & the Alabama river in Dallas county, containing about forty acres more or less — A Lot in East Selma bought by the party of the first part from J. L. Price, containing one acre — A tract of land situate in ~~Shelby~~ the county of Shelby, described as follows: the West ½ of the West ½ of Section 23, the S. E. ¼ of N. W. ¼ of Sec. 22, the East half of S. E. ¼ fraction Sec. 22, all in Township 22 Range 2 West; also the N. W. ¼ of N. W. ¼ of Sec. 1, and the N. W. ¼ of N. ¼ of Sec. 3 all in Township 24 Range 13 East, and forty acres the numbers of which are not now recollected — All my Stock in the Ala. & Tenn R. R. R. Co., being 42 shares — And all my household and kitchen furniture, and all other property belonging to the party of the first part, excepting therefrom all property exempt from legal process, as set forth in the body of the foregoing Deed.

James M. Huggins.

State of Alabama, } I, Abner Jones, an acting Justice of the Peace in
Dallas county. } and for the county and State aforesaid, hereby certify that James M. Huggins, Wm. H. Fellows, & Edward T. Marks, whose names are signed to the within conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date. Given under my hand ~~and seal~~ this 29th April, A. D. 1856.

Abner Jones, J. P.

The State of Alabama, } I, Thomas G. Rainer, Judge of the Probate Court of
Dallas county. } said county, do hereby certify that the foregoing and hereto attached Deed and certificate was this day recorded in this office Book R of Deeds at pages 118, 1190, 120, and that the same was filed in the office for record on the 29th day of April, 1856. Given under my hand and seal of office, at office in Cahaba, this the 2d day of May, 1856.

(L S)

Thos. G. Rainer, Judge of Probate.

Recorded May 8th, 1856. J. M. McClanahan, Judge of Probate.