Thomas James Boykin and Collins L McRae late partners doing business under the firm name of Boykin & McRae are unable to pay the debts of said late firm and Thomas said Collins J McRae is largely indebted individually and has concluded to make a General assignment of all his property of every kind any and every kind whatsoever for the benefit of his individual Creditors and which may shall have been fully paid the residue of any thereof to be paid over to John L Mills Smith Esqr as assignee of the late firm of Boykin & McRae Now therefore for and in Consideration of the premises and for the further Consideration of the sum of ten dollars to one Glen J McRae in hand paid by James E Armour as assignee and his assigns the following described real estate situate lying and being in the County of Dallas and State of Alabama and more particularly described as follows Viz the one undivided half of all those lots or parcels of land situate in the City of Selma in the County of Dallas in the State of Alabama to wit a part of one of the lots of the original Survey lying in the East Selma being part of lot number Thirty three (33) commencing thirty feet from the South East corner of Lot Guarants Lot Ninety Nine (99) running East four hundred and Seventy feet to a stake thence North four hundred and Seventy feet to a stake thence West four hundred and Seventy feet to a stake thence South within thirty feet of Guarants point thence four hundred and Seventy feet South to the starting point containing four acres more or less and also the one undivided half of all that tract or parcel of land described as follows a part of lot number Seven Forty Nine (29) according to the original plan of the Town of Selma Commencing at a stake at North West Corner of the line between the lot of Russell & Perry and P L Mason bounded on the North by a lot belonging to David Mason and an other lot belonging to David Mason and one other lot belonging to Thompson & Jackson on the East by lands formerly owned by J B Goldsby & lands of L B Pierson on the South by lands of L B Pierson

on the Alabama river and on the West by Lands of P J Moore Containing Nineteen and a half acres be the same more or less A being a part of the lot Conveyed by J P Ferguson & Wife to A Brown and D C Russell and by them to S J Mullin and also the following described tracts of land to wit Lots Numbered Five (5) Six (6) and Seven (7) being subdivision of large or and Lot No Thirty four (34) on the Map of the Town of Selma and as subdivided on the Map of B L Sumners said lots No 524. each possessing a frontage of two hundred and two by four hundred & twenty feet Containing each Two acres more or less And Lot No Seven (7) being a frontage of two hundred and ninety eight and a half by four hundred & twenty feet Containing two & 87/100 acres more or less. Also being the lots Conveyed by Bin & Gary Trustees of J B Goldsby to A J Mullin the said undivided half of said land was purchased by said McRae for the Sum of five Thousand two hundred & fifty dollars & is supposed to be of the value of said Sums of money as aforesaid Also lots four & five and nine and ten in Square Sixty Nine (79) in the Harris tract of Land in City of Mobile to gether with the improvements thereon said lots as aforesaid with the buildings thereon are supposed to be the value of four Thousand dollars also one half the interest in and to the Havanna & Island tract supposed to be of the value of two Thousand five hundred dollars. Also one hundred and fifty Square in the Middle division of the Bermuda tract in the City of Mobile supposed to be of the value of two Thousand dollars Also lot South of Connecticut Street Second East of Warren Street in the City of Mobile supposed to be of the value of two hundred dollars also lot South of Connecticut Second East of Cedar Street in the City of Mobile supposed to be of the value of two Thousand dollars also one lot in the South East Corner of Connecticut & Warren Street supposed to be of the value of two hundred dollars Also House and lot North of New York Second Not of Hamilton Street supposed to be of the value of eight hundred dollars Also one undivided third interest in and to twelve lots in Kimber and Delmars Purchase in the City of Mobile supposed to be of the value of five hundred & Ninety Nine 33 1/3/100 dollars also one undivided half interest in and to 2/3 of 1/2 of Lower of the Bermuda tract supposed to be of the

value of seven hundred & fifty dollars Also the one hundred half interest in and to one half of one half of Lower Division of the Bromuda Tract in the City of Mobile supposed to be of the value of five hundred dollars Also the following described lands situated lying & being in the County of Hancock in the State of Mississippi and More particularly described as follows The North half of the South West Quarter of Section four in Township Three South of Range two West Containing eighty 80/100 acres Also the South West quarter of South West quarter of Section twenty five and East half North East quarter and North West quarter of North east quarter of Section Thirty five in Township two South of Range two West Containing one hundred & twenty one 121/100 acres also Section Eleven Township Three South of Range two West Containing Six hundred & forty two 642/100 acres Also Section Thirty Six Township two South of Range two West Containing Six hundred & forty three 643/100 acres Also the North East quarter of Section one in Township Three Range two West Containing one hundred & sixty acres also Section twelve Township three South of Range two West Containing four hundred & fifty acres Also the South half of the South West quarter & the North East quarter of Section twelve in Township Three Range two Containing six hundred & forty acres also the South West quarter of Section two and the West half of the North East quarter and the East half of the South West quarter of South east & South west quarter all in Township three Range two West Containing four hundred & thirty 50/100 acres Also the North East quarter of the North East quarter Section eight Township three Range two West Containing forty 40/100 acres Also the North East quarter North West quarter and East half South West quarter Section nine in Township Three Range two West Containing four hundred & one acres Also the South half of the South West quarter & the North East quarter of Section ten in Township Three Range two Containing one hundred & twenty 34/100 acres Also the North half of the North half of Section twenty one Township three South of Range two West Containing Six hundred & forty acres 84/100 acres Also the North half of Section thirty one and the West half of Section thirty two in Township two South of Range two West Containing six hundred & fifty two 652/100 acres Also the East half of Section thirty two and the South half of Section thirty three all in Township two South of Range

two West containing six hundred forty acres Also the South half of section twenty third in Township thirty eight Range two West Containing three hundred and twenty and 320/100 acres Also Section Section twenty six in Township two South of Range two West containing six hundred & ninety nine 60/100 acres Also the South half of the South West quarter Section fifteen Township two South of Range two West containing eighty 54/100 acres also the South East quarter of North half North West quarter South West quarter North West quarter of section twenty two containing three hundred & twenty two 60/100 acres Also the South West quarter of the South West quarter of the North West quarter of section twenty three in Township two South of Range two West containing one hundred and ninety three 37/100 acres Also the North East quarter of North East quarter of section twenty one in Township two South of Range two West containing forty acres All of said land being in the County of Harrison in the State of Mississippi said lots described as aforesaid mainly for pine timber of little value except for the timber said land was entered and purchased at and for the power and sum of four hundred & twelve 28/100 dollars and is supposed to be of the value of said sum as aforesaid Also equity of redemption in and a large number of lots in the Secondary Court in the City of Mobile recently sold under a Mortgage with power of sale to pay a debt due to the estate of Hooker for a more perfect description of said property reference may be had to the deed of Mortgage recorded in the Probate office of Mobile County which said equity of redemption is supposed to be of the value of four thousand dollars Also about one thousand acres of land situate lying and being in the County of Talladega in the State of Alabama the said land is supposed to be of the value of four thousand dollars the deed to the same has been misplaced but it has been recorded in said County by reference to it a full description of said land can be had also the following described personal property being in the County of Harrison in the State of Mississippi to wit one hundred head of Cattle of the value of one thousand dollars also five hundred head of Sheep of the value of one thousand dollars and three horses of the value of three hundred dollars to have and to hold to the said Samuel E. Hornor as Trustee upon the trusts following to wit to sell said several tracts or parcels of land and said personal property at public or private sale as may

be for the best interest for the Creditors and divide the whole proceeds after deducting usual charges for the expenses attending the execution of this trust amongst all the individual Creditors of said Colin J McRae in proportion to their respective debts and if there should be more than ten percent to pay all the individual Creditors then the said trustee shall pay over the residue to John Hillis & Smith Esqs the Trustee of the late firm of Boykin and McRae for the benefit of all the Creditors of said late firm the said trustee is required to make a distribution amongst the Creditors of said firm at least once in six months and for the ascertainment of the Creditors of said Colin J McRae shall notify them by a publication in some News Paper published in the City of Mobile of the time & place when said distribution may be made And if after a distribution shall have been made it shall appear that there are other Creditors who received no part of the first distribution then in the second distribution they shall be equalized & so on until the trust is fully settled up & ended the said Trustee shall not be chargeable for any more than he shall actually receive by virtue of this Trust nor accountable for any loss that shall happen in the management & disposal of said estate without his wilful default & is hereby required to attend to all legal questions that may arise in reference to the trusts to be executed under this deed respecting which he may be in doubt to take the advice and Counsel of R. H. Smith and W Bayliss Esqrs at law and the said Trustee is required to give at least one month notice to Creditors in some News Paper published in the City of Mobile upon accepting the trust and for the better and more speedy execution of the trust created & reposed in the said assignee hereby authorizes the said Trustee to execute & acknowledge & deliver all necessary deeds & instruments of Conveyance which are or may be necessary in the execution of this trust The land vested & meant of this deed of assignment is to convey all the property owned by Colin J McRae at law or equity within the State of Alabama or within the United States whether the same be real personal or mixed to the said trustee for the benefit of his creditors

=lved said property to be sold & after ~~should~~ deducting the expenses of carrying this trust into execution to be divided amongst all his individual creditors in proportion to their respective debts and if there be more than enough to pay all said debts then the residue to be paid to John Little Smith Esqr. Trustee of the late firm of Baylis & McRae for the benefit of the Creditors of said late firm

In testimony whereof the said Colin L McRae by his attorney in fact John L McRae and James E Armour as assignee have hereunto set their hands & seals this the 13th day of March AD 1869.

Colin L McRae
his atty in fact (Seal)
J E Armour (Seal)

State of Alabama
Mobile County } I Charles W Roper Judge of the Supreme Judicial Court of the State of Alabama hereby certify that John L McRae attorney in fact for Colin L McRae and James Armour as assignees whose names are signed to the foregoing 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 this the 13th day of March AD 1869. C W Roper.
Judge Supreme Court of Alabama

The State of Alabama
Mobile County } Personally appeared before me Charles W Roper Judge of the Supreme Judicial Court of the State of Alabama the within named John L McRae attorney in fact for Colin L McRae and James E Armour as assignees who acknowledge that they signed sealed & delivered the foregoing deed of assignment on the day & year therein mentioned as their act and deed. Given under my hand this 13th day of March AD 1869.
C W Roper.
Judge of Supreme Judicial Court of Alabama

Filed for record the 29th day of January 1867 and recorded the 30th day of the same month and I certify that said deed has upon it twenty nine dollars worth of Federal revenue stamps
N D Murray Judge of Probate