Eureka Company
To
Clopton David
Pratt Merrill E.
Noble A. J.

The State of Alabama } Whereas the Eureka Company
~~County of Montgomery~~ } is indebted to various persons and
is unable to meet its liabilities in Cash and desires to
provide for the payment of the same in as speedy a
manner as is practicable and whereas the Stockhol-
ders in Convention assembled have resolved that
the President be and is authorized to execute to David
Clopton Merrill E. Pratt and Andrew J. Noble a gen-
eral assignment of all the property rights franchis-
and Chases in action of said Company for the ben-
efit of the Creditors of said Company giving to said
assignees full power to sell said property rights
franchises and Chases in action and to adjust
the indebtedness of said Company and whereas the
President of said Company in the name and on
behalf of said Company being duly authorized
thereto entered into a written Contract with the Ex-
perimental Coke Company on the 5th day of August
1874 for testing the value of Coke from Alabama
Coals in the Manufacture of pig iron from the
Ores of Red Mountain by which Contract it was
agreed that all Convenient dispatch shall be
used by both parties to prepare the Stone Stack of
said Eureka Company for using Coke therein and
also in the erection of Coke ovens machinery &c to
supply the same with Coke so far as the means sub-
scribed will justify or authorize and the said Stone Stack
shall be put in blast on Coke so soon as a sufficient sup-
ply of Coke is obtained after the Stack is ready for
the same and the said Experimental Coke Company shall
have the use of and right to operate said furnace for
three months blast from the time it goes into blast
excluding necessary stoppages and whereas the said
Eureka Company by its President on the 21st day of
October 1874 leased in writing to W. S. Mendell the fur-
naces at Oxmoor and machinery &c thereto appur-
taining and the mules wagons Carts &c at Oxmoor
belonging to said Company with the right to use
and operate the same until wanted for use by
said Experimental Coke Company together with all
the wood Charcoal Coke Scrap iron unmined Ore and
limestone on hand which can be used in making
pig iron said lease however not to Continue
beyond the first day of March A D 1878 Now be
it therefore known that in Consideration of the
premises and of one dollar in hand paid the
said Eureka Company by David S. Troy the Pres-
ident of said Company who is duly authorized
to execute this Conveyance does by these presents
grant bargain Sell and Convey unto the said
David Clopton Merrill E. Pratt and Andrew J.
Noble and to their Successors all the property
real and personal and wheresoever situate

the rights franchises and choses in action belonging to or in any wise appertaining to said Eureka Company To have and to hold the same to the said David Clopton Merrill E. Pratt and Andrew J. Noble and their Successors upon the trusts hereinafter stated to wit. 1 The said Trustees shall have the power and it is hereby made their duty to agree on and adjust all claims that may be presented against said Eureka Company or against the Red Mountain Iron and Coal Company and which the said Eureka Company have assumed to pay to call for proof of claims when in their judgment they have doubts of the justness of such claims or of the amount thereof to consult Counsel and obtain legal advice and services whenever the interests of the trust in their judgment shall render such advice or services necessary and to pay for the same out of the trust funds and they shall have authority to compromise and arbitrate claims in favor of said Eureka Company and to compromise and arbitrate claims against said Eureka Company: when they and the holders of any claim are unable to agree on its correctness or amount and for all acts done by them in good faith they shall not be held personally accountable

2 The Trustees shall make publication of their appointment in some newspaper published in Montgomery Alabama and call on the Creditors of said Company to present their claims to them with such proofs as they may offer by the first day of March A.D. 1875 a copy of which notice shall be mailed to each person whose claim is known

3 The said Trustees shall have full power to sell for cash at private or public sale, all the property real and personal, rights, franchises and choses in action of said Eureka Company, but shall not be required to sell at public sale before the expiration of six months thus allowing full time for said lease to said Muck and said Contract with said Experimental Coke Company each to expire by its own limitations and for said trustees to adjust the claims against said Eureka Company. If a private sale has not been effected at the Expiration of six months then said trustees shall advertise said property which has not been previously sold, rights franchises and choses in action for sale in some newspaper published in the City of Montgomery

Alabama for the period of Ninety days giving notice of time and place of sale and may proceed to sell the same at the Artesian Basin in said City of Montgomery to the highest bidder for cash. If a public sale is had before the expiration of Six Months it shall be had at the same place in the same manner and upon the same notice as above required for a public Sale after the expiration of Six Months. Whenever a sale is made whether public or private the said Trustees shall convey title to the purchaser or purchasers and out of the proceeds of said sale and any other money which they may receive as said Trustees will pay first the expenses of said sale and this trust and for the perpetuation of this deed Second the Mortgage indebtedness to H. F. Debardeleben and third the other indebtedness of said Company pro rata and if any surplus remains after paying all of said indebtedness they will pay such surplus to said Company

4th The said Trustees are authorized to perform and execute the Stipulations as to purchasing the interest of the Subscribers Contained and provided in said Contract with the said Experimental Coke Company if they deem it advisable to do so.

5th The said Trustees shall have power and it is their duty to make available for the payment of the debts of said Eureka Company all claims in favor of said Company but such claims need not be prosecuted by suit unless there is a probability that pecuniary benefit will result therefrom and are not to be sold except in the event of a failure to collect or compound the same by the time a public sale is made.

6th The said Trustees or in the event of the death of one of them, the survivors are clothed with all the powers herein conferred, and with all powers necessary and proper to carry into effect the powers and objects herein above expressed. and shall be paid a fair compensation for their services under this trust

7th The said Trustees shall have power to sell at any time at private or public sale, and if at public sale upon ten days notice any perishable property or property expensive to keep which may come into their possession. If sold at public sale the notice to be given by advertisement in some newspaper nearest to the place of sale, or by posting the same at three or more adjacent public places and made at such place as said Trustees may deem most advisable —

Signed Sealed and delivered by the said Eureka Company by the private Seal, there being no Corporate Seal and Signature of its President this 4th day of December AD 1874

Witnesses — Geo W Stone
W S Chambers

D. L. Troy (Seal)
Pres't Eureka Company

We accept the trust imposed in this deed
Witnesses
December 8th 1874.

David Clopton
Merrill E. Pratt
Andrew J. Noble.

Filed for Record in my office by the Hon W. S. Mudd on this 14th day of December 1874. J. C. Moore Judge of Probate
And this deed was on the 14th day of the same month duly recorded in deed book Volume 20 Pages 753 + 754
Jno. C. Moore Judge of Probate
I Certify that this deed was on the 23d day of December 1874 filed for Record and on the 28th day of December Recorded J. T. Leeper Judge of Probate.