

Clopton David      State of Alabama } Know, all men that whereas the  
 Merrill E. Pratt & } Montgomery County } Esseha Company a Corporation  
 Andrew J. Noble.      under the laws of said State Rushloforn, wit,  
 Trustees      on the <sup>4<sup>th</sup> day</sup> of December 1874 executed a General  
 To. assignment to David Clopton Merrill E. Pratt and  
 Henry T. DeBaudelaire      Andrew J. Noble of its property for the benefit of  
 its creditors, and whereas on the same day the  
 Red Mountain Iron & Coal Company another corpo-  
 ration under the laws of said State also executed a  
 general assignment to the same trustees of its property  
 for the benefit of its creditors, which said several  
 assignments to the same trustees of its property for  
 the benefit of its creditors, which said several assignment  
 giving to said trustees full power and authority to  
 adjust settle and liquidate the indebtedness of each  
 of said corporations, the said Esseha Company having  
 before said assignment assumed to pay the debts of the  
 Red Mountain Iron & Coal Company, and whereas a por-  
 tion of the indebtedness of said corporation known  
 as the Stockholders Loan has been paid by some  
 of the stockholders of said Red Mountain Iron & Coal Company  
 out of their individual and private funds as follows  
 Jasrah Massis  
 D. S. Tsey  
 B. S. Bibb  
 Georg. W. Stone  
 David Clopton  
 J. J. Kelly alias Brister  
 D. S. Bellard

Mrs S. O. Hutchison  
 F. H. Warren Boston  
 M. C. Pratt  
 J. B. Wolf  
 Jacob Wolf  
 J. W. Matthews  
 P. Smith  
 A. M. Clayton  
 Mrs. M. A. Hobble  
 Lachman Brad  
 A. J. Hobble  
 R. G. Tyrrell Esq.  
 H. C. Sample

And whereas George Gilmer has agreed to pay  
 of said indebtedness the sum of \$  
 E. P. Monette another stockholder has agreed  
 to pay of said indebtedness the sum of \$  
 Said payment by said several stockholders  
 having been made or agreed to be made as of  
 resaid on account of the personal liability of the  
 stockholders of the Ryegrove iron & coal  
 Company for the payment of its debts and  
 in consideration of an agreement by Henry  
 F. DeBordleben to pay the residue of said  
 indebtedness as shown by the books of said  
 corporation thereby releasing the stockholders  
 from liability for the debts thus paid by  
 him, which said agreement was entered into  
 by said DeBordleben with said Trustees and  
 said stockholders in consideration that said  
 Trustee shall and convey to him all the  
 property rights and franchises embraced in  
 such of said assignment and where as said  
 Henry F. DeBordleben has paid all of said  
 debt of each of said corporation not paid or  
 agreed to be paid as herein before stated which  
 are shown by the books of the company  
 or which have been presented to said Trustees  
 under said assignment which could be found  
 and settled and has agreed to pay any balance  
 of such debts as are now unpaid where the  
 same can be found the said debts paid  
 by said DeBordleben and now surrendered  
 to said Trustees and canceled amounting in the  
 aggregate (including the expense of executing  
 said assignment) and the trusts thereunder  
 also paid by him the sum of  
 dollars; now therefore in consideration of  
 the premises we the said David Clapton  
 Merrill C. Pratt and Andrew Hobble as assignees  
 and trustees under said deed of general  
 assignment made to us as aforesaid by

said Enneccha Company and under the power conferred on us by said conveyance have granted  
borrowed and sold and do hereby grant borrow  
and sell and convey to said Henry F. DeBordelain  
but his heirs and assigns all the property real  
and personal whereover situated and the right  
free chases and chases in action belonging to or  
any wise appertaining to said Enneccha Company  
and which were conveyed by its said debt due  
of general assignment to us as assignees and  
Trustees as aforesaid except only such chases in  
action as have been collected by us aforesaid  
to the purpose of the said trust, to have and  
to hold to him the said Henry F. DeBordelain  
his heirs and assigns forever.

And for the consideration of one and we the said  
David Clapton Merrill & Pratt and Andrew J.  
Tobie as assignees and Trustees under seal dated  
of general assignment made to us as aforesaid  
by said Red Mountain Iron & Coal Company  
and under the powers conferred on us by said  
conveyance have granted borrowed sold &  
conveyed and do hereby grant borrow sell  
and convey to said Henry F. DeBordelain his  
heirs and assigns the property of said Red  
Mountain Iron & Coal Company which was con-  
veyed to us by its said debt due of general assignment  
and mentioned and described therein particularly  
two hundred & fifty thousand dollars of the  
capital stock of the Enneccha Company to have and  
to hold to said Henry F. DeBordelain his heirs  
and assigns forever. The debts paid by said  
DeBordelain and succeeded and collected cancel  
as aforesaid do not include the Mortgage debt  
for \$ 88,461.73 by said Red Mountain Iron & Coal  
Company to said DeBordelain on the 9<sup>th</sup> of Septem-  
ber 1873. Said debt and Mortgage and continuing  
full force and this conveyance is made subject to  
said Mortgage but the said H. F. DeBordelain  
by the acceptance of this conveyance agrees to release  
and fully release all the Stockholders of the Red  
Mountain Iron & Coal Company from any and  
all personal liability on account of said mortgage  
debt.

In witness whereof we hereunto set our hands  
and seals this the 30<sup>th</sup> day of April 1875.

Attest  
W. H. Micum  
Brick J. Williams

David Clapton (Signed)  
M. C. Pratt (Signed)  
A. J. Tobie (Signed)

State of Alabama,

Montgomery County } I Harris Gardner a Notary Public  
and ex officio Justice of the Peace  
in and for said State and County here by certify  
that Richard Williams a subscribing witness to the  
foregoing conveyance known to me appeared before me  
on this day and being sworn stated that David Clop-  
ton M. E. Pratt & A. Hobbs the grantees in the con-  
veyance voluntarily executed the same in his pres-  
ence and in the presence of the other subscribing  
witnesses on the day the same bears date, that he  
attested the same in the presence of the grantors  
of the other witnesses and that such other witnesses  
subscribed his name as the witness in his pres-  
ence.

Given under my hand this 9th day of April AD 1875.

H. Gardner

A. P. & F. Price

Filed for Recorded & Recorded June 10 1875 J. T. Lee Jr. Judge of Probate.