T. M. Anderson & Wife To R. W. Ingram

The State of Alabama - Calhoun County.
This indenture made and entered into on the 20th day of October 1889 between T. M. Anderson of Anniston Ala of the first part and R. W. Ingram of same of second part; Whereas the said party of the first part is indebted to divers persons in divers sums of money which by reason of sundry losses and misfortunes he has become unable to pay and is desirous of providing for the payment to the full extent of his ability by an appropriation of all his property and effects which are liable and subject to levy and sale for the payment of his debts.
Now this indenture witnesseth that the said party of the first part in consideration of the premises and of the sum of one dollar to him in hand paid by said party of the second part the receipt whereof is hereby acknowledged hath granted, bargained, sold, assigned transferred and and set over and by these presents doth grant bargain, sell, assign, transfer and set over unto the said party of the second part his heirs, executors, administrators and assigns, all & singular the goods, chattels, stocks, promissory notes, debts choses in action, claims, demands property and effects, being expressly intended to cover the entire stock of merchandise, furniture and fixtures in store on 10th street in City of Anniston Ala and all outstanding claims due said party of the first part from all persons whomsoever; The same being more fully and particularly enumerated and described in a schedule thereof hereunto annexed marked Schedule "A" Also the following described real estate to wit: That certain lot of land numbered in Dare's plat of Calera four hundred and sixty five (465) fronting fifty (50) feet on main street, and running back of even width one hundred & forty two (142) feet to an alley with the houses and improvements thereon situated in the town of Calera, County of Shelby in said State of Alabama said real estate being encumbered by mortgage to Mathis & Co for about six hundred & fifty dollars.
To have and to hold the same, unto the said party of the second part his heirs, executors administrators and assigns; in trust nevertheless to and for the uses and contents and purposes following that is to say;
First To take possession of the said property

hereby assigned and to sell and dispose of the same with all convenient delegence either at public or private sale in bulk or in parcels and for the best prices that can be obtained therefor and to convert the same into money and collect all such debts and demands as may be collectable and with and out of the residue of the proceeds of said sales and collections

Secondly To pay and discharge all just and reasonable expenses costs and charges of executing this assignment and of carrying into effect the trust hereby created together with a reasonable commission or compensation to the said party of the second part for his services in executing the said trust and out of the residue of the proceeds of said sales and collections: Thirdly To pay and discharge in full if there be sufficient for that purpose all the debts and liabilities now due or to become due from the said party of the first part and which are particularly enumerated and described in a schedule thereof hereto annexed marked Schedule "B" together with all interest, moneys due and to become due thereon. And if there be not sufficient of said proceeds to pay the said debts and liabilities in full then to apply the same pro-rata so far as they will extend to the payment of the said debts and liabilities according to their respective amounts And if after payment of all costs, charges & expenses attending the execution of said trust and the payment and discharge in full of all the lawful debts owing by said party of the first part of any and every description there should be a surplus of said proceeds remaining in the hands of the party of the second part; then Lastly To pay over and return the same to the party of the first part his executors, administrators and assigns. That it is the intent and purpose of the party of the first part to assign and convey by this instrument all property real & personal owned by him except the house and lot situated in the City of Anniston, Calhoun County State of Alabama on Walnut Street being lot No. 1 Block E. wherever he now resides and his necessary household goods therein contained,

which said property is exempt under the laws of the State of Alabama and is not conveyed by this deed. And for the better and more effectual execution of these presents and of the trusts hereby created and reposed the said party of the first part doth hereby make constitute and appoint the said party of the second part his true and lawful attorney with full power and authority to do transact and perform all acts, deeds, matters and things which may be necessary in the premises and to the full execution of the said trust; and for the purposes of said trust, to ask, demand, recover and receive of and from all and every person or persons all the property debts and demands belonging and owing to the said party of the first part, and to give acquittances and discharges for the same; and to sue, prosecute & defend and implead for the same, and to execute, acknowledge and deliver all necessary deeds and instruments of conveyance; and also for the purpose aforesaid or any part thereof to make constitute and appoint one or more attorneys under him and at his pleasure to revoke the same - Hereby satifying and confirming whatever the said party of the second part or his substitutes shall lawfully do in the premises Now therefore in consideration of the premises aforesaid and for the purpose of conveying my dower interest in the real estate hereby described in this deed of agreement I M. W. Henderson wife of said J. M. Henderson do hereby unite in this instrument for the purpose of conveying all my dower interest aforesaid for the purposes aforesaid to the party of the second part. Given under our hands and seals this 30th day of October 1889.

J M Henderson (L.S.)
M. W. Henderson (L.S.)

The State of Alabama Calhoun County. I Elmon Garrett a justice of the peace in and for said State and County hereby certify that J. M. Henderson and M W Henderson whose names are signed to the foregoing conveyance and who are known to me acknowledged before me this day that being informed of the contents of said conveyance they executed the same voluntarily on the

day the same bears date. Given under my hand this the 30th day of October 1889.

Elmon Garrett justice of the peace

I R M Ingram hereby accept the trust herein above created and consent to undertake its faithful execution. Witness my hand and seal this 30th day of October 1889

Witness R M Ingram (L.S.)

D. C. Blackwell

Filed for record on the 13th day of November 1889 and recorded.

T. H. Cobb

Judge of Probate.