Johnston and White to Isaac D. Mason.

State of Alabama, } This indenture, made and
Shelby County. } entered into this the 4th day of December, 1896 by and between Johnston & White a firm of merchants doing business in the town of Columbiana in said State and County and composed of John W Johnston and James R. White, resident citizens of said town of Columbiana, parties of the first part, and Isaac D. Mason of said town of Columbiana party of the second part; & whereas the said Johnston & White parties of the first part are a firm of merchants as aforesaid indebted to divers persons in divers sums of money which by reason of inability to collect at present sundry amounts due the parties of the first part and by reason of sundry other losses & misfortunes the said Johnston & White have become unable to pay at present, and whereas the said firm of Johnston & White is desirous of providing for the payment thereof to the full extent of the ability of the said Johnston & White by an assignment of all the property & effects of said firm — Now, this indenture witnesseth that the said parties of the first part in consideration of the premises and for the further consideration of the sum of five ($5-) dollars to them in hand paid by the said party of the second part the receipt whereof is hereby acknowledged, have granted, bargained, sold, assigned, transferred and set over, and by these presents do grant, bargain, sell, assign, transfer and set over unto the said party of the second part his heirs executors, administrators and assigns all and singular the land, tenements, hereditaments and appurtenances, goods, chattels, stocks, wares, merchandise, promissory notes, mortgages, debts, accounts, claims, choses in action, demands property and effects of every description belonging to the said firm of Johnston & White or in which the said firm has any interest or right whatsoever, the said real estate being more fully and particularly enumerated set forth and described in a Schedule thereof hereto annexed marked "Schedule A",

and made a part of this conveyance, the said goods wares, merchandise being more particularly enumerated and described in a schedule thereof hereto annexed marked "Schedule B;" the said mortgages being more particularly enumerated and described in a schedule thereof hereto annexed marked "Schedule C;" the said notes being more particularly enumerated and described in a schedule thereof annexed hereto & marked "Schedule D." the said accounts claims demands, choses in action and debts due said Johnston & White, other than those set out and described in Schedules C & D, being more particularly enumerated and described in a Schedule thereof hereto annexed & marked "Schedule E;" and all other property and effects of the said firm of Johnston & White hereby conveyed if any being more particularly enumerated and described in a Schedule thereof hereto annexed marked "Schedule F." the recapitulation and footings of all said schedules being entered & set out in a Schedule thereof hereto annexed marked "Schedule G" - It is intended by this instrument to convey under the above words of conveyance all the property real personal and mixed of the said firm of Johnston & White owned by the said firm at the date of this assignment for the benefit of their creditors, and if any of their said property be inadvertently or accidentally omitted from said schedules, then the same is hereby conveyed by the above words of conveyance by the above firm of Johnston & White to the aforesaid Isaac D. Mason, in like manner as if it were specifically enumerated and described in said schedules, all of which schedules are hereby made a part of this conveyance. - To have and to hold the same unto the said party of the second part Isaac D. Mason his heirs executors, administrators and assigns; in trust nevertheless and to and for the uses intents and purposes

following that is to say: First, to take possession of said property hereby assigned and to sell and dispose of the same, with all convenient diligence, either at public or private sale and for the best prices that can be obtained therefor and to convert the same into money; and to collect all such debts and demands of all & every description as may be collectable, And with and out of the proceeds of said sales and collections:- Secondly - To pay and discharge all the just and reasonable expenses costs and charges of executing this assignment, and of carrying into effect the trusts hereby created, together with a reasonable commission or compensation to the said Isaac D. Mason the 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 firm of Johnston & White the said parties of the first part, and which are particularly mentioned and described in a schedule thereof marked "Schedule H" hereto attached and made a part of this conveyance together with all interest due and to become due thereon. And if there be not sufficient of said proceeds to pay 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 & liabilities according to their respective amounts. And if after payment of all the costs, charges and expenses attending the execution of the said trust and the payment and discharge in full of all the lawful debts & liabilities owing by the said firm of Johnston & White parties of the first part of any and every description, there should be a surplus of the said proceeds remaining in the hands of the said party of the second part, then:-

Lastly: To pay over and return the same to the said party of the first part Johnston & White

It is intended that this assignment be for the benefit of all the creditors of the said

firm of Johnston & White and if any bona fide addition of the same may have been inadvertently or accidentally omitted from Schedule "H", it is hereby agreed and understood that this assignment shall operate for their benefit in like manner as if their names and amounts were specifically enumerated and described in said Schedule "H"

And for the better and more effectual execution of these presents and of the trusts hereby created and reposed the said Johnston & White do hereby make constitute and appoint the said Isaac D. Mason their 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 and persons all the property debts and demands belonging and owing to said Johnston & White 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 purposes aforesaid or any part thereof to make constitute or appoint one or more attorneys under him. and at his pleasure, to revoke the same - hereby ratifying and confirming whatsoever the said party of the second part or his substitute shall lawfully do in the premises — And the said Isaac D. Mason party of the second part does hereby accept the trust created and in him reposed by these presents: And does for himself his heirs executors and administrators hereby covenant and agree to and with the said Johnston & White and their assigns, that he will honestly and faithfully and with all reasonable despatch execute the same according to the best of his skill knowledge and ability - In witness whereof the parties to these presents have hereunto set

their hands and seals the day and year first above written.

Signed, sealed & delivered this 4th day of Dec 1896, in presence of
W. B. Browne
D. R. McMillan

Johnston & White (Seal)
J. W. Johnston (Seal)
J. R. White (Seal)
Isaac D Mason (Seal)

State of Alabama, } I, D. R. McMillan Judge of Probate
Shelby County. } in and for said County hereby certify that Johnston & White: Jno. W. Johnston & J. R. White and Isaac D. Mason, whose names are signed to the foregoing conveyance & 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 4th day of December, 1896.

D. R. McMillan.
Judge of Probate.

Schedule "A"
Real Estate.

The Store house & lot in the town of Columbiana, Ala. said lot bounded as follows: On the North by the ditch on the East by the street leading North from the Court House on the South by the Public square & on the West by the J. A. Leeper lot now owned by the J. G. Parker. Estate - Valued at $1200.00

One lot of land in Columbiana, Ala. known as the Dr. Reid Lot containing 1/4 acre more or less West of Orp. Bird's lot & East of Wade Hampton's lot on road leading to Poor House about 1/4 mile below depot on Southern R R $20.00

The NW 1/4 of the NW 1/4 of Sec 20 T. 24 N. R. 1 E. valued $110.00

The NW 1/4 of NE 1/4 Sec 26. T. 21, R 2 W valued 50.00

The E 1/2 of SW 1/4 of Sec 12 T. 21 S of R 2 W. Valued at 200.00

An undivided 1/4 interest in Fractions D. K. L. & M. Sec 7. T. 21. R 2 E. W 1/2 of NE 1/4 & E 1/2 of NW 1/4 Sec 12 T. 20 R 1 E. SE 1/4 & E 1/2 of SW 1/4 Sec. 12 T 20. R 1 E. NE 1/4 & E 1/2 of NW 1/4 Sec. 13 T 20. R 1 E. SW 1/4 Sec 6. T. 20 R 2 E. NE 1/4 of NE 1/4 & W 1/2 of NE 1/4 Sec 7 T 20 R 2 E. NW 1/4 of SE 1/4 & E 1/2 of SW 1/4 Sec 7. T. 20 R 2 E. The NE 1/4 of SE 1/4 & S 1/2 of SE 1/4 & NW 1/4 Sec 7. T. 20 R 2 E. containing 1480 acres more or less valued at $1300.00

Also 26 acres of land lying about 2½ miles East of Columbiana known as the Dink Horton place & bought by J. W. Johnston of said D Horton & by him sold to Johnston & White, valued at $100.00

Also One Lot in the City of Anniston Ala. described as follows: Lot No 24 on the corner of 12th & Wilmer Street - Fronting 70 feet on Wilmer Street and 90 feet on 12 Street Valued at $3.500.00/100

Total Value Real Estate $6480.00

Schedule "B"
Goods Wares & Merchandise

The Stock of goods wares & merchandise now in the Store house of Johnston & White in the town of Columbiana Ala. consisting of dry goods, notions, clothing Hats, shoes, Groceries, Hardware & general merchandise, comprising all the goods of every description now in said store house together with all store furniture & Fixtures in said store house - Valued at $4.000.00.

Schedule "C."
List of Mortgages

		Amount		amt due	
a	D. S. Howell	40	00	20	77
d	T. M. Collier	10	00	10	35
a	Jas Curtis	40	00	4	55
a	Gardner & Bradshaw 300.00	300	00	228	20
	O. R. Evans adm'r			18	77
	D. K. Crumpton "			128	26
a	L. D Hand	88	55	43	50
a	Rich Leonard	50	00	15	10
	Henry Williams			65	02
	Jas Hope			80	19
	Geo R. Glynn	15	00	4	87
	J. L. Mulkey & Z Thomas			12	79
	Mrs S. C. Morrel			6	75
	Jas Elliott			71	77
	J. W. Pitts			4	70
	Jos Samuels			4	52
	Jos Turney Jr			27	35
	Geo D. Johnson			402	36
a	M. S & J. P. Spencer	548	55	494	40
	Wm Moore			51	44
d	Alex Mardis	17	25	7	60
d	J. P. Adams	40	00	9	25

	J. M. Bruce			40	50
	J. T. Parker			49	98
	J. J. Spain			7	47
	W. D. Shirley			94	06
	K. N. Davis Judgment - Estimate -			40	00
	J. B. Hadaway "			113	49
	Dan Jones Mtg			37	89
	J. F. Hill Judgment			184	27
	Leo Butler			4	14
	M. S. Gardner			40	71
	N. B. Mundis Mtg & Note			249	85
	T. F. Hadaway Judgment			58	25
	J. F. Bone Mtg			69	58
75.00 A / 32.00 J	J. H. Martin 2 notes 75.00 & 32.00	107	00	61	03
A	J. W. Miller 2 " 50.00 & 25.00	75	00	82	53
A	H. H. Mick	200	00	135	50
	Wm Armstrong old Mtg - Bal -			20	10
J	T B Holcomb	500	00	147	35
A	B. T. Johnston	250	00	158	32
A	Joshua Davis	125	00	70	67
A	S. B. Strickland	40	00	17	77
A	Tol Henderson	36	75	13	28
A	Geo Kindrick	30	00	6	08
A	K. N. Davis Sr	60	00	44	81
	J. L. Carter Mtg Due Oct 1/97	135	00	67	68
A	A. J. Hall	50	00	5	55
A	Andrew Johnson Joint Mtg	35	00	3	67
A	W. A. Bennett 2 Mtgs 100 & 275	375	00	64	77
J	E. D. Banfield 2 " 37.50 15.00	52	60	30	11
50.00 A / 10.00 J	John C. Davis 2 " 50.00 102.00	152	00	65	95
	E D Hall Due Oct 1/97	300	00	28	00
J	M. W. Cardwell	20	00	7	65
50.00 A / 150.00 J	Richard & Walter Finney 50.00 150.00	200	00	36	52
A	C. A. Mason	225	00	116	89
	J. W. Murphy Mtg Jan			26	64
A	Wm Gordon Joint Mtg	350	00	92	66
A	Lafayette Wallis " "		5	141	21
A	J. L. Smith 2 Mtgs 75.00 each	150	00	43	60
A	E. J. Raymond 2 " 40.00 "	80	00	24	41
A	H. K. Sammons	30	00	27	14
A	Pickens Minor	250	00	91	67
A	John Moore	300	00	203	89
	W. B. Morgan 231.50 27 Due Apl 1/97			327	57

		Gill & Blackerby Due Oct 1/97	30	60	30	60
		J. W & C B Blackerby Oct 1/97	37	85	37	85
		C. W. Morris Due Oct 1/97	36	85	36	85
		J. M Bearden			34	61
		Z Jackson			80	00
		F. M. Nobles			58	84
		Jake Frost			14	95
		Amos Nelson Judgment			48	05
		Marion McCanahan			5	45
		Antoney Bowden			31	81
		W. T. Horton			91	08
		R. W. Walton			2	80
		Gat Hankins			2	00
✓	A	J. S. Owden	65	00	13	50
		O. A Phillips (Col)	12	75	11	75
	30 00 J / 25 00 A	A D. Jackson 30 00 25	55	00	30	29
		Rent Fund Pa 1			2702.69	
		" " " 2			2268.32	
		"			426.13	
		$5,397.14				

all the above mortgages with the letter A marked in front of them are held by the Anniston National Bank as collateral to secure Johnston & White in-debtedness to it and are assigned subject to its claim - Those marked with the letter "J" are subject to Johnston & White indemnitees to J. W. Duncan & Co. of Anniston, who hold the same as collateral -

Schedule "D"

List of Notes

					Date Oct 1st Full amt	Amt due
A	R. L. Webster 2 notes 100 00 16 00		116	00	32	99
A	D. L. Nivens		26	00	13	50
	A. W. Nelson				70	96
	W. M Davis	Due Apr 1/97	35	00	34	85
	Ben Cardwell		3	00	3	00
A	Claud Bradley		6	60	6	60
J	A. J Davis		8	80	3	80
A	Mrs Bettie Hughes		4	00	4	00
	W. A. Wilson		10	53	10	53
J	J. W. Poindexter		50	00	12	75
	J. Emerson		10	67	10	67

	J. H. Chapman	Mortgage		141	31
	S. R. Thomas	"		42	61
	J. M. Tate	note		22	91
	F. A. Church			60	93
	Henry R. Davis			35	03
A	Perry Stile		35 00	35	00
	Bud Cromwell	Collateral note 250.00		70	24
	L. B. Stowers			20	47
A	J. B. Pitts			6	86
	H. A. Seale			5	77
A	J. W. Stone		29 13	9	13
	Jimmie Thomas		3 90	3	90
J	D. M. Smith - Estimated		179 93	144	00
	J. D. Hadaway		76 98	76	98
	Emmit McCalanahan			34	03
	A. J. Blackerby			1	70
J	G. R. & F. M. McEwen		117 15	55	41
	W. J. Ellison			33	56
	J. O. Evans			164	39
	Horton Branch			10	38
	A. B. McClinton			17	27
	W. R. Carlin			27	72
	J. A. Mardis			28	71
	Bob McAdoo Judgement			49	68
	Geo Chambers		20 76	20	76
	M. F. Comer			7	70
	W. T. Johnson			8	89
	Simon Berlin			101	47
J	J. W. Moon		76 06	76	06
	D. E. Nicholson			110	88
	Mark Tatum		4 00	4	40
	E. P. Cobbins			5	88
A	J. Jefferson & Longshore			2	68
A	J. M. Partridge	note	100 00	64	90
	To amt fwd	1223 25			
	" " " 2	481 79			
		$1705 04			

All the above notes with the letter "A" marked in front of them are held by the Anniston National Bank as collateral to secure Johnston & White's indebtedness to it, and are assigned subject to its claim. Those marked with the letter "J" are subject to Johnston & White's indebtedness to J. M. Inman & Co. of Anniston who hold the same as collateral

Schedule "E"

List of Open accounts

	Dr	
Shelby County	45	91
W.D. Allright	8	93
Mrs T.G. Evans	1	35
Rev C.W. O'Hara	27	30
A.P. Longshore	3	62
T.L. Seale	9	16
A.P. Hughes	8	29
John Crain	8	75
J.L. Quinn	37	52
R.E. McLean	63	45
J.W. Mason	7	85
D.G. Richardson	24	70
W.P. Lovitt	2	50
W.C. Cowell	8	48
W.L. Davis	1	75
T.C. Pierpont		50
D.R. Ray	3	20
J.A. Shirley	17	60
G.H. Seal	3	00
W.G. Parker	9	42
J.T. Davis	2	15
Mrs Martha Johnson	46	83
R.G. Burnham	2	80
W.C. Blackerby	6	80
T.M. Wilson	5	95
J.T. Cromwell	16	86
T.W. Kimbel	10	50
E.W. Chapman	1	05
A.M. Elliott	178	65
T.R. Stephens	8	75
Rufus Ray	3	94
H.W. Millstead	27	49
Lister Mason & Co	1	25
J.A. Cameron	9	10
W.B. Greek	159	13
C. McCalanahan	384	44
Rev J.W. Cary	7	92
T.E. McGibboney	1	20
J.E. Seale		55
Cerryman & Lee	2	50
Miss Fannie Johnson	11	85

Ed Sallin	5	15
J.W. Blackerby		50
J.T. Barnett	16	26
Jno Hankins	19	85
J.C. Simmons	34	00
Sam Reid	23	00
J.F. McDonald	1	70
W.F. Hutsford Jr.	2	35
W.B. Hubbard	4	40
Jno H Ray	1	75
W.J. Harper	4	50
Jack Wallis	3	00
H.S. Nelson	15	00
Dan Blackerby		50
Miss M.E. Seale	1	35
J.D. Smith	3	50
J.L. Mooney	6	85
G.W. Stone	1	50
Hannon Howell	2	00
Jas Allbright	1	40
J.E. Dykes	1	80
O.A. Scale	7	75
Miss Fannie Longshore		95
A.S. Lyles	6	35
Dr. J.R. Morgan	114	02
J.W. Spearman	2	90
Geo Crumpton	39	03
Francis Nelson	34	75
C.B. Elliott	403	19
E.O. Dawson	97	34
E.L. Spencer	37	94
Peter Branch	101	71
J.B. Nelson	2	00
W.S. Nelson	12	58
Crawford Morrison	8	45
Green Cobbett	20	90
J.P. Dykes	3	60
Val McClinton	4	53
Henry Norris	14	76
R.L. Carter	8	00
Eli Bentley	1	82
R.R. Farris	4	00
T.J. Weaver		35

C. J. Christian		25
Miss Nannie Roberts	6	10
J. O. Farmer	5	97
W. T. Taylor	8	45
Geo C. Pitts	1	25
Dr. H. L. Williams		75
W. D. Baker	1	50
J. R. Browning	67	34
Mrs A. J. Shaw	8	55
Rev. Frank Leeper	147	27
J. Anderson	10	95
J. T. Slaughter	11	11
J. D. Hudson	13	48
H H Baker	41	32
Jas Moore	1	47
W. M. Rhodes	13	12
Rev. A. J. Chappel	6	98
Jno. A. McLibroney	7	30
Simon Tomby	3	95
Will Wallis	4	70
Jesse DuBose	47	80
W. L. Bentley	1	37
Wm. Mitchell	29	43
Jno. Branch	13	15
J. A. West	9	21
J. W. Thompson		75
C. H. Jackson	5	90
Shelby Lodge	8	99
Nero Brashier	7	60
D. W. Sidd	1	20
J. M. Stone	5	90
A. A. Pillgreen	2	15
M. J. Darwin	7	10
J. C. Williams	9	93
Jno. Cook		27
Jesse Nivens	35	95
Hiram Davis	3	85
Jesse Cooper	2	00
Geo Dewberry		95
Lawrenford Pa 1 $764.53		
" " " " 2 765.57		
" " " " 3 1082.98		
" " " " 4 194.30		
$2,807.38		

Schedule "F"
Other Property

Schedule "G"
Recapitulation

Real Estate	6480.00
Goods Wares & Merchandise	4000.00
Mortgages	5397.14
Notes	1705.04
Open accounts	2807.38
Amt Total assets	$20.389.56
Total Assets	
Total Liabilities	12.326.88
	$8.062.68

Liabilities of Johnston & White

Anniston Hardware Co. due Dec 7 Jan 9	89	76
Rome Hardware Co Notes due Dec 1	558	51
" " " " " Jan 1st/97	588	00
Talladega Mercantile Co. due	1234	26
Anniston Mercantile Co. "	400	60
L. M. Inman & Co. Exch. due	775	00
Wyeur Ackerland & Co. due april 1/97	624	50
A. M. Robinson & Co. " Jan 1/97	82	30
" " " " Apl 1/97	231	48
" " " " Jan 1 "	4	00
" " " " Feb 1 "	38	00
" " " " Jan 1 "	11	00
A. W. Tedesville & Co note due Dec 1/96	539	19
" " " " " " 26/96	845	80
" " " " " Feb 1/97	1514	82
Iron Belt Mercantile Co "	113	79
J. S. Shields & Co.	184	00
Anniston National Bank due Nov 1/151	702	40
Dreyfus Bros due	50	55
Standard Oil Co due	50	79
Chattanooga Ndw Co "	142	21
Meridian Fertilizer Co. Note due Dec 20/	582	75
Chas A Conklein Mfg Co. " Jan 9/97	25	50
Elam Drug Co due	9	80

Chattanooga Stove Co.	Dec Feb 6/97	20	70
J R Penn & Co	" Jan 10/97	28	15
J Mangold & Co	" Dec 31	15	88
Nashville Saddlery Co	" Dec 1/96	60	75
Tucker & Co.	" Mar 1/97	227	25
J Leopold & Co.	" Dec 1	70	30
Torquilas Merrill & Co	" " 1	158	03
Fountain Bom Coach Co.	" " 15	72	00
Gary & Kennedy	" Nov 1	286	66
" "	" Dec 30	21	97
V	S & E Lamar Dec	100	35
	Atlanta Paper Co " Nov 12	24	08
	S. A. Ogburn " Dec 15	35	00
	Hart & Obernsdorf " " 1	32	00
	G. Penn Sons & Co " " 28	29	31
	Empire Printing & Box Co. " " 12	3	65
	The Somerville Woolen Mills " 2	185	38
	D. W. Curry Dec 20	16	10
	Simmons Hdw Co Jan 23/97	42	65
	B. J. Wolf & Sons " 171 "	34	75
	Estate of J. Verchot Dec'd	1515	41
		$ 1232	88

Filed for record Dec. 4th 1896 at 2.40 P.M. & recorded.

V R McMillan,
Judge of Probate