Johnston & White to Wm R A. Milner, Assignment.

State of Alabama, }
Shelby County. } This Indenture made and entered into this 17th day of December, 1897 by and between Johnston & White, a firm of merchants formerly doing business in the town of Columbiana, in said State & County and composed of John W Johnston & James R. White resident citizens of said town parties of the first part and Wm R A Milner, party of the second part of said town of Columbiana; Whereas the said Johnston & White parties of the first part are as such firm as aforesaid indebted to divers persons in divers sums of money which by reason of inability to collect or receive sundry accounts due said parties of the first part and by reason of sundry other losses and misfortunes the said Johnston & White have become unable to pay, and are desirous of providing for the payment thereof to the full extent of their liability by a general assignment of all the property and effects of said firm of Johnston & White

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 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 lands, tenements, hereditaments and appurtenances goods chattels stocks promissory notes, mortgages, accounts, debts choses in action claims demands property and effects of every description belonging to said firm of Johnston & White or in which the said firm have any right or interest whatsoever; the same being more fully and particularly enumerated and described in a schedule thereof hereto attached marked Schedule "A"

To have and to hold the same unto the said party of the second part his heirs, administrators, executors and assigns, in trust nevertheless, and to and for the uses intents 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 diligence, either at public or private sale and for the best price that can be obtained therefor and to convert the same into money, and to collect all such debts and demands as may be collectible, 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 trust hereby created, together with a reasonable commission for 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 attached marked Schedule "B" together with all interest 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 & 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 owing by the said firm of Johnston & White 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;

Fourthly:- To pay over and return to the said party of the first part, his executors, administrators and assigns any surplus so remaining in the hands of said party of the second part.

Fifthly:- It is the intention of said firm of Johnston & White by this instrument to make a general assignment of all the property and effects of said firm for the benefit of all the creditors of said firm and if any of the same shall have been left out of said Schedule "A" it shall be included in this conveyance the same as if specifically enumerated in said Schedule "A" and if any of the creditors of said firm should be omitted from Schedule "B", they shall nevertheless share in the benefits of this assignment the same as if their names were specifically enumerated therein.

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 does hereby make constitute and appoint the said party of the second part 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 said trust; and for the purposes of said trust to ask, demand receive and recover 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 acquittance 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 ratifying and confirming whatever the said party of the second part or his substitute shall lawfully do in the premises. And the said 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 party of the first part their executors, administrators and assigns that he the said party of the second part will honestly and faithfully and without unreasonable delay 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.

Executed in presence of

J. W. Johnson (Seal)
J. R. White (Seal)
Wm R Armour (Seal)

State of Alabama, } I D R McMillan Judge of
Shelby County. } Probate in for said County
hereby certify that John W Johnson James R White
& Wm R Armour 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
17th day of December 1897.

D R McMillan,
Judge of Probate.

Schedule "A"

Real Estate

One fourth interest in Fractions I K L & M Section 7. Township 21. Range 2 East, valued at	37	50
A Lot in the town of Columbiana described as follows Viz: Beginning NE corner of R. A. O'Hara's Lot on East College Street & running in a directional East of South 240 feet to a stake thence in a direction North of East one hundred & eighty two feet to a stake thence in a direction West of north 240 feet to a certain oak on East College Street thence along said Street in a direction South of West 182 feet to the place of beginning. said Lot fronting on East College Street or Kingdom Road and is a part of the North-West quarter of Sect. 25 T 21 R 1 West in Shelby County, Ala. valued at -	100	00
The N.E.¼ of N.E.¼ of Section 20. in Township 24 N. of Range 15 E. in Shelby County, Ala. Valued at	110	00
The E½ of S.E.¼ Section 12 T 21 South of Range 2 West. value	200	00
One Lot in Columbiana known as the Ike Reid Lot containing ¼ acre more or less West of Prof Birdo Lot & East of Wade Hampton's Lot. on road leading to the Poor House about ¼ mile from E T Va & G. R R. valued at	20	00
The N.E.¼ of N E ¼ Section 26. T 21 R 2 W. situated in Shelby County, Ala. valued at	50	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 Dink Horton & by him sold to Johnston & White. Valued at	400	00
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 & 90 feet on 12th Valued at	3500	00
Total Value Real Estate	$4117	50

The last above named Lot in Anniston is mortgaged to secure the debt to Estate of Joseph Vaughn described in Schedule "A"

	Personal Property				
	One Mule			70	00
	One horse (Iron Gray)			75	00
	Total Value Personal Property			$145	00
	Mortgages	Amt. total		Amt due	
a	Gordon & Brashier	300	00	228	00
	C. R. Evans			18	77
	D K Crumpton			128	26
a	Rich Leonard	50	00	15	10
	Henry Williams			65	02
	Jas Hope			80	19
	J L Mulky v. J Thomas			12	79
	Mrs L. C. Merrell			6	75
	Jas Elliott			71	77
	J W Pitts			4	70
	Jos Samuels			4	52
	Jos Tinney Jr			27	30
	Geo D Johnson			402	36
a	Mrs M & J P Spencer	548	55	494	40
	Wm Moore			57	44
	J P Adams	40	00	9	25
	F M Bruce			40	50
	J T Parker			49	98
	W D Shirley			94	06
	K. A Davis Judgment Estimated			40	00
	J B Hartway "			113	49
	Daniel Jones "			37	98
	J F Hill			184	27
	Geo Butler			4	14
	M & Gardner			40	91
	N B Mardis			249	85
	T J Hartway Judgment			58	25
	J F Hill			184	27
	Geo Butler			4	14
	M A. Gardner			40	91
a	J H Martin	71	13	71	13
a	J W Willis	37	32	37	32
a	H H. Weber	145	75	76	85
	Sam Armstrong			20	10

a	T B Holcomb	160 68	160 63
a	B T Johnston	155 00	70 00
a	Joshua Davis	129 22	82 61
	T O C Henderson		13 28
a	K K Davis Jr	49 00	14 48
a	J L Carter	135 00	27 08
	E D Banfield		30 11
	M. M Cardwell	20 00	7 65
a	Richard & Walter Trimmy	200 00	36 52
a	J W Murphy	30 33	30 33
	Wm Gordon		30 09
a	Tate Wallis		93 18
a	J L Smith		20 95
a	Jno Moore	187 00	92 90
	W B Morgan		179 32
a	J W & C C Blackburn	36 35	24 85
a	C W Morris	36 95	36 95
	J M Reaidin		34 61
	J. Jackson	113 60	113 60
	F M Nolen		58 84
	Jake Frost		14 95
	Amos Nelson Judgment		48 05
	Marion McClanahan		5 41
	Antony Bowden		31 81
	W F Horton		91 08
	Gat Hankins		2 00
	P. S. Phillips (col)	12 75	11 75
	James Curtis		51 00
	Stocks & bonds in Noel Mill Co		1000 00
			$5146 33

All the above Mortgages with the letter "A" marked in front of them are held by the Auxier National Bank as collateral to secure Johnston & White indebtedness to it, and are assigned subject to its claim

(over)

	Note			
	L W Nelson	71.23	71	23
a	Wade Bradshir	6.60	6	60
	W A Weedon	10.53	10	53
	J H Chapman	141.31	141	31
	S R Thomas		42	61
	J W Tate		22	91
	H R Davis		35	03
	Bud Cromwell		70	24
V	L B Stowers		20	47
	H A Leale		5	77
a	J W Stone		9	13
a	D M Smith	174.85	174	88
	J D Hataway		76	98
	Emmett McClanahan		34	03
a	G R & F McEwing	59.85	29	85
	M J Ellison		33	56
	J O Evans		164	39
	Horton Branch		10	38
	A B McClinton		19	25
	W R Carter	25.22	25	22
	J A Mardis		28	71
	Bob McAdoo Judgment		49	68
	John Chambers		20	76
	M F Conner		7	50
	W T Johnson		8	89
	Simon Berein		101	45
	J W Moore	82.14	82	14
	Dr E. O. Nicholson		110	88
	Mack Tatum		4	40
	E P Colburn		5	88
	J M Partridge mortgage	100.00	80	12
a	W T Taylor		9	90
a	W C Powell		9	00
	W C Blackburn		7	35
a	Martha Johnson	24.40	5	95
a	Jessie Mreina	33.82	33	82
	10 Notes for $80.00 each Ray & Hicks		800	00
	J T Meaughin		14	63
	J J DuBose		53	44

J. W. Spearman	4	00
J. T. Barnett	7	02
B. G. Burnham	5	75
T. E. McGibony	9	00
Johnston & Co note	1009	79
	$3476	43

All the above notes with the Letter "A" marked in front of them are held by the American National Bank as collateral to same Johnston & Co's indebtedness to it and are assigned subject to its claim.

Open Accounts

T. G. Evans	1	35
W. O'Hara	27	30
T. L. Leale	9	16
J. L. Peters	57	52
D. G. Richardson	24	70
T. C. Peopes		50
J. A. Shirley	17	60
J. T. Cromwell	9	05
T. W. Kimbel	5	50
A. M. Elliott	178	65
J. A. Cameron	9	10
W. B. Greek	159	13
C. M. Callaghan	384	44
Perryman v. Lee	2	55
Fannie Johnson	11	85
Ed Dixon	5	15
Jno Harkins	19	85
Sam Reid	23	00
Jno H Ray	1	75
Jack Walker	3	00
J. D. Smith	3	50
Harrison Stowell	2	00
J. E. Dykes	1	80
A. D. Liles	6	35
J. R. Morgan	114	02
J. W. Spearman	3	90

C B Elliott	403	19
E O Dawson	97	34
E L Spencer	37	94
Ewin Branch	101	70
W L Nelson	12	58
E Morrison	8	40
Green Abbott	20	90
J P Dyker	3	60
Val McCalister	4	53
Henry Norris	14	76
R L Carter	8	00
R R Fain	4	00
Nannie Roberts	6	10
J O Farmer	5	97
W T Taylor	8	40
W D Baker	1	10
J R Browning	67	34
A J Shaw	8	00
Rev Frank Leuber	147	27
J Anderson	10	90
J D Hudson	13	48
H N Baker	41	32
Jim Moore	1	47
Wm Rhodes	13	12
A J Chappel	6	98
Simon Fomby	3	90
Will Mason	4	70
Wm Mitchell	24	43
Jno Branch	13	15
J A West	9	21
J W Thompson		70
E K Jackson	5	90
Shelby Lodge	8	99
Leroy Brasher	7	60
D W Kidd	1	20
J M Stone	5	90
C A Pilgreen	2	50
M J Darwin	7	00
J C Williams	9	93
Hiram Davis	3	80

Jesse Cooper	2	00
Geo Dewberry		95
A P Longshore	7	22
Wm R A Milner	37	50
D R McMillan	22	95
W P Lovett	2	50
H O Nelson	104	93
A E Pinion	20	75
W S DuBose	9	82
Mrs M L German	104	76
J W Johnston	49	93
Jas Evans & Co	29	42
W H O'Brien	1	50
Jesse Taylor	1	20
J H Williams	51	77
	$ 2703	51

Schedule "B"

Anniston Hardware Co	due Dec 7, 1896	89	76
Rome Hardware Co	" 1 "	558	51
"	June 1/97	558	00
Talladega Mercantile Co		1234	26
Anniston Mercantile Co.		400	60
A M Robinson & Co	due	366	78
A M Tidwell & Co		2899	71
J O Shiedo & Co		184	00
Anniston Nail Bank		702	40
Standard Oil Co		30	79
Chattanooga Stove Co		142	21
Meridian Fertilizer Co		582	75
Chas A Cornstein Mfg Co		23	50
Chattanooga Stove Co		20	50
F R Reese & Co		24	15
Nashville Saddery Co		60	75
Tucker & Co		227	20
Featherbone Corset Co		72	00
Gary & Kennedy		286	66
L & C Lanier		100	35
L A Ogburn		30	00
Hart & Ebendorf		32	00

G. Pearsons & Co	29	31
Dowmville Codem Mills	185	38
Simmons Hdw Co	42	65
Estate of J. Vercher deed	1515	41
	10408	68

Filed for record Dec 17th 1897 recorded
D R McMillan. Judge of Probate.