

WHEREAS, the said Donn Piatt has wholly abandoned said partnership business to the said J. W. Ratcliff and has left the same entirely to the management and control of said J. W. Ratcliff, the remaining partner, and whereas the said Donn Piatt is permanently absent and his address is unknown to said J. W. Ratcliff, and is therefore incapable of entering into the execution of the within indenture.

NOW, THEREFORE, party of the first part, in consideration of the premises and the sum of \$1.00 to them in hand paid by party of the second part, the receipt of which is hereby acknowledged, have granted, bargained, sold, assigned, transferred, and set and delivered over and conveyed, and by these presents do, grant, bargain, sell, assign, transfer and set over and deliver over and convey unto the said A. J. Collett, party of the second part, his successors or assigns, all and singular their co-partnership estate and property, real and personal, of every name and kind whatsoever and wherever situated held by and in the name of the parties of the first part, or by and in the name of any other person for them and all the lands, tenements, hereditaments, goods, chattels, property and rights in action of every name, nature and description whatsoever and wherever situated, held by or in the name of said J. W. Ratcliff, or by or in the name of any other person for him, except such property, if any, held or owned by the said parties of the first part or the said J. W. Ratcliff individually, as exempt by law from levy and sale under execution or otherwise.

TO HAVE AND TO HOLD THE SAME and every part thereof, in trust for the uses and purposes following:

To take possession of said property, and to sell and dispose of the same, with all reasonable 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 hereby assigned as may be collectible and with and out of the proceeds of such sales and collections,

FIRST, 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, including the lawful commissions of the party of the second part, for his services in executing the said Trust:

SECOND, to pay and discharge in full, if the residue of the proceeds is sufficient for that purpose, all the debts and liabilities now due, or to become due, from the said parties of the first part, together with all the interest monies due and to become due thereon. And if the residue of said proceeds shall not be sufficient to pay the debts and liabilities, and interest monies in full, then to apply the same, so far as they will extend, to the payment of said debts and liabilities and interest moneys, ratably and in proportion to their respective amounts.

THIRD, If after the payment of all the costs, charges and expenses attending the execution of said trust, and the payment and discharge in full of all lawful debts owing by the said parties of the first part, of any and every description, there shall be any surplus of the said proceeds remaining in the hands of said party of the second part to repay such surplus to the parties of the first part, their executors, administrators or assigns.

And for the better and more effectual execution of these presents, and of the trust hereby created and reposed, the parties of the first part do hereby make, constitute and appoint the party of the second part their true and lawful attorney in fact, 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 trust; and for