

and conditions as may be directed by our creditors, and in default of any such directions, then to sell and dispose of the same upon such terms and conditions as he the said W. D. Mayfield may think most to the interest and advantage of all parties concerned and convert the same into cash; and collect all and singular the notes, bills, bonds, accounts or other claims or evidences of debt, hereby assigned, which may be deemed collectable, and thereupon to execute and deliver all proper and necessary receipts or acquitances for the same for the purposes aforesaid, and by and with the proceeds of such sales and collections to pay or cause to be paid:

First, all the just and reasonable expenses, costs, commissions and charges of executing and carrying out the objects of this assignment; and all rents, assessments and taxes now due, or hereafter to become due, on the said property, hereby assigned, whilst the same is in the hands of the said W. D. Mayfield and also about seventy five or eighty dollars due Ramsback and Green for money collected on sale of the Sunny South Guano and not accounted for by us.

Second, To pay and discharge in full the several notes, debts and sums of money due from the said F. L. Cox to the several persons hereinafter enumerated, namely: one note due by the Mayfield & Williams for Fifty Dollars dated 1st day December A. D. 1881 and due one day after date thereof; one note due Robert Cox Jr for two hundred dollars dated about the 1st day of January A. D. 1882 and due two years after the date thereof; one other note due Robert Cox Jr for two hundred and twenty dollars dated the 30th day of January A. D. 1881 and due one day after the date thereof; also balance due Robert Cox Jr for two hundred and seventeen dollars, wages for services rendered as clerk to the said firm and other debt due to the said firm.

five dollars wages for services rendered by him as clerk to said firm.

Third, To pay and discharge all the other partnership debts and liabilities, whatever, now existing, whether due or to become due provided that there being sufficient funds for that purpose; and should they prove insufficient, then the same shall be applied pro rata to the said debts and liabilities, in proportion to their respective amounts.

Fourth, To pay and discharge all the private and individual debts of the said F. L. Cox and Larkin Cox, or either of them now due or hereafter to become due on contracts heretofore made provided there be sufficient funds for that purpose; and should said funds prove insufficient then to pay the said debts pro rata.

Fifth, To return the surplus if any to the said F. L. Cox and Larkin Cox or to the survivor of them, their, or his executor administrators and assigns, and we hereby nominate and appoint the said W. D. Mayfield our true and lawful attorney, irrevocable, with full power and authority to do and perform all acts, matters and things, as fully and completely as we or either of us might or could do, were these presents not executed, with full power of substitution; hereby ratifying and confirming all and every thing whatsoever that our said attorney or his substitute shall lawfully do or cause to be done in the premises, in witness our hands and seals this the twentieth day of January anno Domini 1882.

Signed sealed & delivered,

F. L. Cox (S)

in presence of
Robert Cox

L. C. Cox (S)

J. Richardson

W. W. Anderson

B. F. M. David

I hereby accept the trust above created and bind myself to faithfully carry out the same.

Witness my hand & seal this 25th day of January 1882.

W. D. Mayfield