

and discharge of their respective claims against
 the said party of the first part, and execute &
 deliver to the said party of the first part a legal
 release thereof within sixty days from this date.
 3rd. And if after the payment of all said debts
 and liabilities in full there be any remainder or
 residue of said property or proceeds to sell and return
 the same to the said party of the first part
 his Executive Administrators and Assigns ac-
 cording to their respective rights therein. And in further-
 ance of the premises herein the said party of the
 first part do hereby make constitute and appoint
 the said party of the second part his true and
 lawful Attorney in respect unto full power and au-
 thority to do all acts and things which may be
 necessary in the premises to the full execution
 of the trust hereby created and to ask demand
 value, suing & belonging to the said party of the first part
 and to file acquittances and discharge for the same
 to sue, prosecute, defend, plead for the same and to
 execute all necessary instruments in the premises
 toward carrying this trust into effect. The said
 party of the second part, do hereby accept the trust
 created and refered in line by this instrument,
 and covenants and agrees to and with the said
 party of the first part, that he will faithfully
 and without delay execute the trust created
 according to the best of his skill and knowledge &
 ability. In witness whereof the said parties
 to these presents have hereunto set their hands
 and seals the day and year first above written,
 Signed and delivered in

presence of
 John W. Ashmore
 W. B. Smith

}	D. H. Smith	(Seal)
	W. L. Smith	(Seal)
	D. H. Smith Jr	(Seal)
	Samuel Hughes	(Seal)