property the said Goodman is to pay over to me the sum of Thirty seven $^{00}/_{100}$ dollars per month, and appropriate the balance to the payment of the taxes aforesaid, repairs and insurance of said property, and any expense incurred in the management thereof. And for the purpose aforesaid, I do hereby grant unto my said Attorney full power to execute and deliver all needful instruments and papers; to institute and prosecute all suits in law or equity to final judgment; to defend any and all suits against me, the constituent; to submit any and all matters in dispute to arbitration, or the same to settle and compromise; to appoint, if necessary, an agent under him, and the same revoke at pleasure; and generally to do and perform all such acts, matters and things as my said Attorney shall be deemed necessary or expedient for the complete and effectual execution of the authority hereinbefore granted, as fully as I might and could do if I were personally present; hereby ratifying and confirming all the acts of my said Attorney, or of his Agents, done by virtue and in pursuance of these presents. In witness whereof, I hereunto set my hand, the first day of November, 1878.

Jessie M. Porter.

Witnesses: Jno. A. Lile. H. B. Jameson.

State of Tennessee, Davidson County. Personally appeared before me, J. R. McCann, Clerk of the County Court of said County, Jno. A. Lile and H. B. Jameson, subscribing witnesses to the attached Instrument, who being first duly sworn, depose and say, that they are personally acquainted with the above named Jessie M. Porter, the bargainer, and that she acknowledged the same in their presence to be her act and deed, for the purposes therein contained. Witness my hand, at office, this 1st day of Nov., 1878.

J. R. McCann, Clerk.
By W. B. McCann, D.C.

(Received Nov. 13", 1878, at 2:55 P.M.)

Registered November 25th, 1878.

L. D. Ludwig
To Mortgage
Benson, James & Co.

November 21", 1878. To secure the payment of a note this day executed to Benson, James & Co. for Thirty-five ^{00} dollars, payable in 30 days, I hereby mortgage and transfer to them 26 3/4 Yds. Extra Super Carpet; 26 Yds. Extra Super Carpet, on sitting room; 37 1/2 Yds. Brussells, on Parlor; 23 Yds. Two-Ply; 22 Yds. 2 Ply Carpet; 29 Yds. Hall Carpet; 11.3/4 Yds. Stair Carpet; 22 Stair Rods; 2 Pr. Lace Curtains; 2 Pr. Loops; 2 Pr. Hooks; and Velvet Rug. Now, should I fail to pay off said note at maturity, I hereby authorize and empower said Benson, James & Co. to take possession of said goods, without any legal proceedings, and sell the same as they may think to the best advantage; and apply the proceeds, first, to the payment of this trust, and the balance, if any, over to me. The said goods are now in my possession at No. 393, N. Cherry, and are not to be removed without the permission of said Benson, James & Co.

L. D. Ludwig.

Witness: H. S. Riddle. B. F. Brown.

State of Tennessee, Davidson County. Personally appeared before me, J. R. McCann, Clerk of the County Court of said County, H. S. Riddle and B. F. Brown, subscribing witnesses to the attached deed, who being first duly sworn, depose and say, that they are personally acquainted with the above named L. D. Ludwig, the bargainer, and that he acknowledged the same in their presence to be his act and deed for the purposes therein contained. Witness my hand, at Office, this 25" day of Nov., 1878.

J. R. McCann, Clerk.

(Received Nov. 25", 1878, at 9:05 A.M.)

Registered November 25th, 1878.

N. Jacobus
To Assignment
Jacob Ellis, Jr.

Whereas I have become indebted to diverse parties in certain sums of money which I am at present unable to pay, and being desirous of providing for the payment thereof: Now, therefore, in consideration of the premises, and the sum of Five Dollars to me paid, I have this day bargained and sold, and do hereby transfer and assign to Jacob Ellis my entire stock of goods now in the Store house No. 98 & 100, North College Street, City of Nashville, Tennessee, together with all the Store utensils and furniture therein

contained as follows: 419 Cartons containing Ladies', Misses' and Children's Shoes; 180 Cartons containing Slippers; 3 Cartons containing Rubber Shoes; 53 Cases containing Men's, Youth's & Boys' Boots; 42 Cases containing Mens, Youths and Boys' Shoes; 7 Cases containing Mens & Ladies' Slippers; 7 Cases containing Men's & Ladies' Rubbers; and all other Merchandize in said Store; 1 Show Case; 1 Stove; 1 Iron Safe; 5 Store Tables; 1 Set of Shoemaker's Tools; Also all other Merchandize, utensils and furniture in said Store; also all the outstanding debts due me in said business, of which debts a list will be furnished. To have and to hold the said above described property to the said Jacob Ellis, In trust, however, and to the uses, intents and purposes following: That the said Jacob Ellis shall take possession of the said property and with all reasonable diligence sell the same for cash, either at retail or wholesale, but so as to insure the highest prices with least expense, and collect and recover the outstanding debts. Out of the moneys arising therefrom, after first paying taxes and license and deducting the costs, charges and expenses attending the execution of this trust as well as commissions and compensation for his services, including a reasonable compensation to Counsel for advice and preparation of this Deed and in the execution of the trust, the said Jacob Ellis shall pay my debts and liabilities in the following order: First, he shall pay to the following creditors the debts due them, adding thereto interest when interest is due, to wit: S. Hemlein, Nashville, Tenn. 2,600.^{00}; H. Bronstine, Nashville, Tenn. 300.^{00}; M. Jacobus, Nashville, Tenn. 2,940.^{22}; Nashville Savings Bank 1,000.^{00}; Fred. Hesse, Nashville, Tenn. 300.^{00}; J. Bloomstein, Nashville, Tenn. 500.^{00}; Tracy & Co., Nashville, Tenn. 153.^{00}; Plant & Marks, Cincinnati, Ohio, 100.^{35}. And after fully paying and discharging the said debts hereinbefore set out, if there be any residue or surplus of the said moneys remaining, Secondly, the said Jacob Ellis shall distribute such residue or surplus among all my other creditors, ratably, and in proportion to their respective demands. A list of these creditors, together with the amounts due them is contained in Schedule A., which is made a part hereof. Should any of my creditors be, by inadvertance or otherwise, omitted to be named, their claims when ascertained shall be entered on said Schedule as equally entitled to distribution with the second class aforesaid. Lastly, if there be any remainder or residue of the property or proceeds, after payment of all the costs, charges, expenses and the discharge of the debts in the order named, the said Jacob Ellis shall repay and return the same to me. And it is hereby provided that the said Jacob Ellis shall have power to appoint and employ such agents, clerks and Attorney as may be necessary in and for the trusts hereby created, and to allow them just and reasonable compensation; and also to keep the said property insured until the same shall be sold and disposed of. It is further provided, that if by the 15th of March, 1879, any of the debts shall remain unpaid and any part of the property be undisposed of, the said Jacob Ellis shall sell such property for cash, either at private sale or at public auction, to the highest bidder, either in lots to suit purchasers, or as a whole if a better price can be realized, the proceeds to be distributed as hereinbefore directed. Should the property conveyed fail to realize a sufficiency to pay all the creditors of the first class in full, then these latter shall be paid ratably and in proportion to their respective demands. Witness my hand, this 25" day of Sept., 1878.

Preferred Claims $7893.^{57}

N. Jacobus.

State of Tennessee, Davidson County. Personally appeared before me, Chas. H. Eastman, Deputy Clerk of the County Court of said County, the above named N. Jacobus, the bargainer, with whom I am personally acquainted, and who acknowledged that he executed the annexed instrument for the purpose therein contained. Witness my hand, at office, this 25" day of Nov., 1878.

C. H. Eastman, Deputy Clerk.

"Schedule A."

Smith, Stoughton & Payne, Cincinnati, Ohio, $16.90; Stubley & Co., Cincinnati, 402.90; P. Sullivan, Cincinnati, 264.50; Cincinti Shoe Man. Co., Cincinnati, 319.95; Hawes & Durrell, Cincinnati, 543.60; Shaw & Albright, Louisville, Ky, 105.00; H. Cincinatti,

Camioter