

G. H. Smith and
J. S. Burlingame

J.
S. B. Wymann
G. A. Fletcher and
J. S. Singsfelter

Conveyance and Assignment

This Indenture made the Ninth day of February A.D. One thousand eight hundred and seventy five by and between George H. Smith, and Jason S. Burlingame both of the County of Eureka and State of Nevada and formerly doing business therein as copartners under the firm name and style of Smith & Burlingame, the parties of the first part, and S. B. Wymann, Granville A. Fletcher, and John Singsfelter all of the County and State aforesaid parties of the second part, and the several persons creditors of the said parties of the first part, parties of the third part, Witnesseth:

That whereas the said parties of the first part either in their individual or copartnership capacity are indebted to divers persons in considerable sums of money, (a list or schedule of which indebtedness and the persons to whom the said parties of the first part are indebted as nearly as can be ascertained, being hereto annexed and part part of this assignment) which they the said parties of the first part are unable to pay in full at the present time, and they are desirous to convey and assign all of their property for the benefit of all their creditors, without any preference or priority other than that provided by law:

Now the parties of the first part, in consideration of the premises and of One Dollar to them paid by the said parties of the second part, the receipt of which is hereby acknowledged, hereby grant, bargain, sell, assign and convey unto the said parties of the second part and their heirs and assigns, all of their lands, tenements, hereditaments, goods, chattels, property, choses in action, of every name, nature and description whatsoever and whether the same is exempted by law from attachment and execution or otherwise, as is described and set forth as nearly as can be now ascertained as follows, to wit:

One Wood Ranch known as the "Proysen Ranch": One Wood Ranch known as the "Pat Ball Ranch" and one Wood Ranch known as the "Willegan Ranch" all of which said pieces, parcels of land or ranches are situated lying and being on the east side of Antelope Valley in the said County of Eureka and State of Nevada: also all charcoal now burned or being burned on said Ranches or either of them and all wood cut on said Ranches or either of them, whether in pits to be burned into charcoal or otherwise: also Seventeen (17) horses, Thirteen (13) mules, Five (5) Coal Wagons, Three (3) small wagons, Twelve (12) double sets of harness, Eight (8) sets of stretchers and chains, Twenty (20) horse blankets, Twenty four (24) halters and Nine hundred (900) coal sacks.

To have and to hold the same and every part and parcel thereof unto the said parties of the second part

and their heirs and assigns:

Put in trust and confidence nevertheless, to sell and dispose of the said real and personal estate and to collect any choses in action, using a reasonable discretion as to the times and modes of selling and disposing of said estate as it respects making sales for cash or credit at public auction or by private sale and contract and with the right to compound for any choses in action, taking a part for the whole when the trustees shall deem it expedient so to do, then in trust to dispose of the proceeds of the said property in the following manner and for the uses and purposes following, viz:

First: To pay all such debts as by the laws of the United States or of this State are entitled to a preference in such cases:

Second: To pay the costs and charges of these presents and of executing the trusts declared in these presents, and of carrying into effect the trust hereby created, including all lawful commissions of the parties of the second part for their services in executing said trust.

Third: To distribute and pay the remainder of the said proceeds to and among all the parties of the third part, to wit the creditors of said parties of the first part, ratably in proportion to their respective debts, now due or to become due (and which are mentioned as nearly as can be now ascertained in the schedule hereto annexed) or such of the same as shall be legal and duly proven, together with all interest moneys due or to become due thereon, and if the residue of such proceeds shall not be sufficient to pay the said debts and liabilities and interest moneys in full, then to apply the same as far as they will go to the payment of the said debts and liabilities proportionably to their respective amounts, and to such of the same as may be lawfully and duly proven.

And if there should be any surplus after paying all the parties of the third part in full, then in trust,

Fourth: To pay over such surplus and all of the same to the said parties of the first part or their legal representatives share and share alike.






And the parties of the first part for the more effectual execution of the trusts hereby created, do hereby make, constitute and appoint the said parties of the second part their true and lawful Attorneys irrevocable, with full power and authority to transact and perform all acts deeds matters and things which may be necessary in the premises and to the full execution of the said trusts, hereby ratifying and confirming all, and whatever the said parties of the second part shall lawfully do in the premises.

And the parties of the second part do hereby accept the trust created and in them reposed by these presents, and do for themselves and each of them, their and each of their heirs executors and administrators hereby covenant and agree to and with the said parties of the first part,

their and each of their executors, administrators, heirs or assigns, that they the said parties of the second part will diligently and honestly and faithfully, and with all reasonable dispatch execute the same according to the best of their knowledge, skill and ability.

And the said parties of the first part hereby further covenant with the said parties of the second part, from time to time and at all times when requested to give them and each of them all of the information and knowledge in their and each of their power respecting the assigned property, and to execute and deliver all such instruments of further assurance as to the said parties of the second part may be necessary, in order to carry into full effect the true intent and meaning of these presents.

In Witness Whereof the said parties have hereunto set their hands and seals the day and year first above written.

G. H. Smith 
 J. S. Burlingame 
 J. B. Myman 
 G. A. Fletcher 
 J. S. Singenfelter 

State of Nevada }
 County of Esmeralda }

On this 9th day of February A.D. one thousand eight hundred and ninety-five, personally appeared before me, Charles Hubbard a Notary Public in and for Esmeralda County, State of Nevada, G. H. Smith, J. S. Burlingame, J. B. Myman, G. A. Fletcher & J. S. Singenfelter whose names are subscribed to the annexed instrument as parties thereto, personally known to me to be the same persons described in and who executed the said annexed instrument, as parties thereto, and said Smith, Burlingame, Myman, Fletcher & Singenfelter each for himself duly acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.



In Witness Whereof I have hereunto set my hand and affixed my Official Seal, the day and year in this certificate first above written.

Charles Hubbard
 Notary Public.

Schedule of Indebtedness

Parties to whom indebted	Kind of Indebtedness	Amount	Parties to whom indebted	Kind of Indebtedness	Amount
J. B. Myman	Bank Account	1130 00	E. Rice	Bank Account	284 00
John Singenfelter	do	700 00	Powell	do	120 00
D. Moakheim	do	701 84	J. Stewart	do	154 20
J. Eremonti	do	591 90	H. Johnson	do	89 10
Rosetti Company	do	213 50	Mc Delmon	do	242 26
Zanoli & Co	do	597 60	Co Bryson	do	526 30
Fletcher & Morrison	do	3176 17	Wiles Mc Keim	do	475 00
Dorsco Company	do	354 30	Fred Wright	do	175 00
				over	

W A Calderwood	Book Account	190 11 11	Fred Barnes	Book Account	152 42
Paxton & Co	do	511 9 11	Grumkicols	do	170 11 11
Brick Pomroy	do	122 50	John S Capron	Note	1000 00
John Callambough	do	161 11 11			
Joe Dognini	do	30 11 11			
R J Reed & Co	do	58 25			

Recorded at the request of J. B. Myman Feb'y 9th A.D. 1875 at 45
min past 9. P.M.

R. L. Chase
Recorder.