

John Shoobar
 do
 H. Muller, W. P. Haskell
 R. Sadler, J. J. Maupin
 and O. Dunkel.

This Indenture made the 5th day of August A.D. eighteen hundred and seventy six by and between John Shoobar of Eureka County and State of Nevada, of the first part, and H. Muller, W.

H. Haskell, R. Sadler, J. J. Maupin and O. Dunkel of the same County parties of the second part Witnesseth

That whereas the said party of the first part did on the 10th day of July make a certain deed of trust to the said parties of the second part for the purpose of securing the creditors of him, the party of the first part, which deed of trust was and is duly recorded in the recorder's office of the County of Eureka, aforesaid in Book "3" of Deeds, page 610, and also in Book 2 of Miscellaneous Records pp. 295 to 298 inclusive of White Pine County, Nevada, and whereas it is desired and intended by this Indenture to cancel and annul the said deed of trust and substitute therefor this general assignment and Trust Deed,

Now therefore Whereas the party of the first part is indebted to divers persons in considerable sums of money which he is at present unable to pay in full and he is desirous to convey all his property for the benefit for the benefit of all his creditors without any preference or priority other than that provided by law.

Now the party of the first part in consideration of the premises and of one dollar paid to him by the parties of the second part hereby grants, bargains, sells assigns and conveys unto the parties of the second part and their heirs and assigns, all his lands tenements hereditaments goods, chattels, property and choses in action of any name and nature and description whatsoever the same may be, situate in the County of Eureka, or White Pine State of Nevada, except such property only as is exempted by law from attachment and execution, as fully described and set forth in the Schedule hereto and made a part of this assignment

to have and to hold the said premises unto the said parties of the second part But in Trust and confidence nevertheless to keep and maintain said premises intact and undisturbed for the period of One hundred and twenty (120) days from the date hereof, when if the said party of the first part shall not have paid or settled in full with his said creditors for whose benefit this assignment is made, then to sell and dispose of the said real and personal estate and to collect the said 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 at public auction or by private contract and with the right to compound for the said choses in action

taking a part for the whole, where the Trustees or any three (3) of them shall deem it expedient so to do, then in trust to dispose of the proceeds of the said property in the manner following viz:

1st. 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.

2nd. To pay the costs and charges of these presents and the expenses of executing the trusts declared in these presents.

3d. To distribute and pay the remainder of the said proceeds to and among all the creditors of the said party of the first part ratably in proportion to their respective debts and if there should be any surplus after paying all the said creditors in full then in trust

4th. To pay over such surplus to the party of the first part his executor, administrators or assigns.

And it is hereby expressly stipulated understood and agreed that a majority of the said Trustees may and shall have power, to act and to do all things necessary and required to be done under and by virtue of these presents.

And the party of the first part hereby constitutes and appoints the parties of the second part or any three (3) of them his attorneys in fact irrevocable, with power of substitution authorizing them or any three (3) of them in the name of the party of the first part or otherwise as the case may require to forthwith enter into and take possession of all said property both real and personal, and to hold maintain, sell, dispose of, and convey any and all of said property and to do any and all acts matters and things necessary to carry into effect the true intent and meaning of these presents, which the party of the first part might do if personally present, giving and granting unto said Attorneys or any three (3) of them full power and authority in the premises.

And it is hereby expressly understood that the power to sell and convey the property both real and personal herein described and referred to, and the further power herein vested shall be exercised by said Trustees and Attorneys in fact according to the true intent and meaning thereof without the interposition of the Courts of law, to the end that the purposes and objects of this assignment as herein expressed may be speedily attained.

And the said parties of the second part hereby accepting these trusts, covenant to and with each of the other parties hereto to execute the same faithfully.

And the party of the first part hereby covenants with the said Trustees and each of them, from time to time and at all times when requested, to give them and each of them all the information in his power respecting the assigned property and to execute and deliver all such instruments of Quersher assurance as the parties of the

second part, or a majority of them shall be advised by counsel learned in the law to be necessary in order to carry into full effect the true intent and meaning of these presents.

In Witness whereof the parties hereto have hereunto set their hands and seals this 5th day of August A.D. 1876,

Jno. Shoenbar (seal)
R. Sadler (seal)
W. P. Haskell (seal)
J. J. Maupin (seal)
O. Dunkel (seal)
H. Muller (seal)

State of Nevada }
County of Esmeralda } S. S. On this thirtieth day of August A.D. one thousand eight hundred and seventy six personally appeared before me Geo. W. Merrill, a Notary Public in and for the said County of Esmeralda, Jno. Shoenbar, R. Sadler, W. P. Haskell, J. J. Maupin, O. Dunkel & H. Muller, 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 each 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.

(seal)

Geo. W. Merrill
Notary Public.

Schedule of Property referred to in the foregoing assignment and made a part thereof. Between John Shoenbar of the One part and H. Muller, W. P. Haskell, R. Sadler, J. J. Maupin and O. Dunkel of the other part to wit: 1st That certain mining claim known as and called the "Rescue mine" the same being patented under United States Patent, the hoisting works upon said mine, the shaft house, Blacksmith shop, and all the tools and complete outfit belonging to said mine and used thereon and therewith all being situated in the Pinto mining District, White Pine County, State of Nevada.

2nd The Assay Office and the tools thereof complete, eight (8) horses, two (2) mules, and the harness thereof two (2) wagons and the stable in which said stock is kept all of which is at and near the said Rescue Mining property.

3rd One hundred and sixty (160) acres of land known as the town site of Silverado in the district County and State aforesaid last together with the improvements thereon and the tools belonging thereto except ten (10) acres thereof and improvements claimed as a homestead.

4th One thousand (1,000) acres of land and the improvements thereon consisting of a house situated in the said District County and State last aforesaid.

and known as the "Artesian Well Ranch" together with the Artesian well and machinery belonging thereto, all of which is situated about two (2) miles south of said townsite of Silverado

5th - An undivided one-half ($\frac{1}{2}$) interest in and to the "Silver Stone Mine" U.S. Patent, the Kentucky mine containing fifteen hundred (1500) feet. and undivided one-half interest in the "Defiance" mine containing 1500 feet an undivided one-half interest in the Relief and Reward mine containing 1500 feet each, all of which several mines are situated in the Devils Mining District White Pine County and State of Nevada.

6th - An undivided one fourth ($\frac{1}{4}$) interest in the "Cloud" mine and an undivided one fourth $\frac{1}{4}$ interest in New "New Day" mine both of which last described mining claims are situated in the Emma Mining District Emma County and State of Nevada,

7th - That certain Smelting Furnace known as the Great Furnace, situated in the town and County of Emma, State of Nevada, and being upon the grounds of the Richmond Company of Nevada.

We the Undersigned creditors of the said John Shoenbar in consideration of the execution of the foregoing assignment do hereby consent to the same, and do hereby covenant promise and agree, to be governed thereby and abide by the stipulations therein contained

John Stewart
 Wm Arrington
 Emma Sumner Co
 J H Michels
 Sam Goldstone
 S Derry
 Geo Thacher & Co
 O Dunkel & Co
 Kirkley & Lockwood
 S C Anderson
 Wm Sillen
 David Sundbom
 Thos Fitzpatrick
 J Loney
 A L Smitinger
 Manpin & Lermer

D B Inmel & Co
 Emma & Cal. Sumner Co
 S Ashin J P Co
 Fred Barnes
 W H Clark
 W P Haswell & Co
 Mrs John Moch
 R Sadler & Co
 Viriam Lowell
 Mrs Sweeney
 Geo W S. Amory
 W B Sampson
 Max Mueller
 Jas Allen
 Paxton & Co

by Hallmark & Muller Assignees.

Recorded at request of R Sadler Aug 31 1876 at 12
 o'clock M.

R. S. Ghouse
 Recorder