

Private sale for the best price that can be had for the same, and collect so much thereof as is outstanding and not saleable. And it is hereby declared and agreed that the said Joseph Wood shall stand possessed of the moneys from such sales, and to be called on and received as aforesaid upon Trust in the first place, to pay and reimburse him the said Joseph Wood, all such costs, charges and expenses as he shall or may sustain about such sales, and also pay the expenses of drawing and executing and recording these presents, and all other costs, charges and expenses which he may incur in the execution of the trust hereby created, including a commission of Eight percent upon the whole amount collected, to said Joseph Wood Trustee, then in Trust that he shall apply the residue of the said moneys to the payment, in the first place, of a Bill of Sale executed by the said James H. Beall to J. N. Wood, on the 8th day of April A. D. 1876, for the sum of Three Hundred and fifty three dollars, and of a Second Bill of Sale executed by the said James H. Beall to the said J. N. Wood on the 14th day of December A. D. 1876, for the sum of Three Hundred and twenty four dollars; then to the payment of any and all other liens in the order of their legal priority, and after the payment of the liens and preferred claims then in Trust that he the said Joseph Wood, shall apply the rest and residue of the said moneys in payment and satisfaction of the several debts due to the creditors of the said James H. Beall *pari passu*, and without any preference or priority of payment, and after payment or satisfaction of such debt, costs and expenses, then in Trust to pay the surplus (if any) unto the said James H. Beall, his heirs, administrators or assigns and for the considerations and purposes aforesaid, I the said James H. Beall do appoint the said Joseph Wood my attorney, in the name of me the said James H. Beall, or otherwise to liquidate all accounts relating to the premises and to collect all the debts and sum or sums of money hereby assigned and discharged for the same, to give and to compound for any delinquent debts, and one or more attorneys to appoint under him from time to time, and again at his option or pleasure to displace and do all other acts to be done as fully as the said James H. Beall, might or could have done, if these presents had not been executed and the said James H. Beall doth covenant and agree, that he will at all times hereafter ratify and confirm whatever the said Joseph Wood may lawfully do in the premises and shall not revoke any of the powers hereby given, nor release, nor compound any of the debts or sum or sums of money hereby