

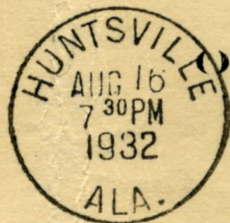
IN BANKRUPTCY

JERE. MURPHY

REFEREE

HUNTSVILLE -- ALA.

Return after five days



OFFICIAL BUSINESS



*I. Schiffman & Co
Huntsville
Ala.*

In the District Court of the U. S., for the Northeastern Division of
the Northern District of Alabama.

IN BANKRUPTCY

In the Matter of H'ville Hardwood Mfg. Co. Inc. Bankrupt.

To the Creditors of H'ville Hardwood Mfg. Co. Inc. of
Huntsville, in the County of Madison
and district aforesaid, a bankrupt.

Notice is hereby given that on the 15th Aug. 1932
the said H'ville Hardwood Mfg. Co. Inc. was duly adjudicated
a bankrupt; and that the first meeting of his creditors will be held at Referee's Office,
HUNTSVILLE, Ala., on the 8th Sept. 1932
at 11:00 o'clock in the forenoon, at which time the said creditors may attend, prove their
claims, appoint a trustee, examine the bankrupt, and transact such other business as
may properly come before said meeting.

JERE. MURPHY, Referee,

HUNTSVILLE, ALABAMA.

Copy

STATE OF ALABAMA)
 :
MARLSON COUNTY)

KNOW ALL MEN BY THESE PRESENTS; That -

WHEREAS, Textile Hardwood Manufacturing Company, a corporation, as party of the first part, is justly and lawfully indebted to the Henderson National Bank, of Huntsville, Alabama, and to I. Schiffman & Company, of Huntsville, Alabama, hereinafter referred to as party of the second part, said indebtedness being evidenced by promissory notes of even dates herewith, one note in the sum of FIFTEEN HUNDRED (\$1500.00) DOLLARS, and another note in the sum of THIRTY-FOUR HUNDRED (\$3400.00) DOLLARS, both payable to the Henderson National Bank, or order, twelve (12) months from date, and another note in the sum of FIFTEEN HUNDRED (\$1500.00) DOLLARS, payable to I. Schiffman & Company, or order, twelve (12) months after date, all of said notes bearing interest from date at the rate of eight (8%) per cent. per annum;

AND WHEREAS, the party of the first part is anxious to secure the prompt and certain payment of each of said promissory notes, as they mature:

NOW, THEREFORE, for the purposes of so doing, and in consideration of the sum of ONE (\$1.00) DOLLAR, cash in hand paid, receipt whereof is hereby acknowledged, by the party of the first part, the said Textile Hardwood Manufacturing Company, does hereby give, grant, bargain, sell and convey unto J. E. Humphrey and C. L. Watts, as Trustees, in trust, to secure said notes, and each of them the following described personal property, a part of which is situated at the Huntsville plant of the party of the first part, and a part of which is situated at the Marshall County plant of the party of the first part, to wit:

MACHINERY & EQUIPMENT

Located at Huntsville Plant.

- 1 Re-saw Machine (Outside under shed).
- 2 cut off saws
- 1 Jointer
- 1 Rip Saw
- 1 Planer
- 2 Band Saws
- 2 Boring Machines
- 1 Tongue & Groove Machine

1 Sand Drum
1 Sand Belt Machine
1 Dowell Machine
1 Emery Stand
1 40 H. P. Motor
1 Exhaust Fan
1 Line Shaft Complete with Pulleys
1 Graham Truck $1\frac{1}{2}$ tons, with Trailer
1 Chevrolet Truck $1\frac{1}{2}$ tons, with Trailer
~~1 Graham Truck 2 tons.~~

MACHINERY AND EQUIPMENT

Located at Marshall County Plant

(Near New Hope)

1 Saw Mill
1 Boiler & Engine
1 Rig Saw
1 Planer
1 Emery Stand
1 Cut Off Machine
1 Exhaust Fan

TO HAVE AND TO HOLD unto said Trustees and unto their successors and assigns forever.

BUT THIS CONVEYANCE is upon this condition, that if the party of the first part shall pay each of the promissory notes above described, as they mature, together with the interest thereon, this instrument is to be void, but should the party of the first part fail to pay said promissory notes, or any one of same at maturity with the interest thereon, then or in any one of such events, the trustees herein named, or either of such trustees, or their successors, upon demand in writing by any one of the holders of said notes herein secured, his, or its heirs, successors, or assigns, shall have the right, and they are hereby authorized to declare the indebtedness hereby secured immediately due and payable, and may take possession of said property herein described, (or without taking such possession), and after giving fifteen (15) days notice of the time, place and terms of sale, by advertisement by one publication in some newspaper published in the City of Huntsville, Alabama, may sell said property to the highest bidder for cash, at public auction, in front of the court house door in said county, and apply the proceeds of such sale: First, to the costs and expenses of foreclosure, including a reasonable attorney's fee, whether the sale be made under the power herein contained, or under decree of

a court of equitable jurisdiction; Second, to the amount due, principal and interest, upon the indebtedness hereby secured, and should the proceeds of such sale be insufficient to pay each of the notes hereby secured, in full, such proceeds shall be applied ratably to said notes in proportion to the amounts due thereon respectively. And lastly, if there should be any surplus of said proceeds of sale, the same is to be paid to the party of the first part.

In the event of a foreclosure under the power herein contained, said Trustees, and each of them, and any persons secured by this instrument, their heirs, successors or assigns, shall have the right to purchase at such sale, and the auctioneer, or trustee making such sale is authorized and empowered to make a Bill of Sale to said property, or any part thereof, either in the name of the party of the first part, or in the name of the Trustees, or one of them, and to deliver such Bill of Sale to the purchaser.

It is understood and agreed that the Trustees herein named, or their successors, shall be liable only for the proper application of any funds which may come into their hands as such Trustees by virtue of this conveyance.

It is further agreed that if any payment is made by the party of the first part upon the principal and (or), interest of the indebtedness hereby secured, such payment will be made and distributed ratably among the holders of the notes hereby secured in proportion to the amounts thereof.

IN WITNESS WHEREOF, said Textile Hardwood Manufacturing Company has caused its name to be hereunto subscribed, and its corporate seal affixed by Lee O. Erwin, its Secretary-Treasurer, on this the 6th day of October, 1932.

TEXTILE HARDWOOD MANUFACTURING COMPANY

By L. O. Erwin

Secretary - Treasurer.

STATE OF ALABAMA)
 :
MADISON COUNTY)

I, J. L. Kenney, a Notary Public, in
and for said County and State hereby certify that Lee O. Erwin,
whose name as Secretary-Treasurer of Textile Hardwood Manufacturing
Company, a corporation, is signed to the foregoing instrument, and
who is known to me acknowledged before me on this day, that being
informed of the contents of said instrument, he, as such officer,
and with full authority executed the same voluntarily, for and as
the act of said corporation.

Given under my hand this 6th day of October, 1932.

J. L. Kenney

- Notary Public -

We hereby accept and agree to act as Trustees under the
foregoing Deed of Trust.

Dated this 6th day of October, 1932.

J. E. Humphreys

C. L. Watts

DEED OF TRUST

REC IN VOL 252 ✓

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PROBATE RECORDS

Madison Co Ala

HENDERSON BANK

HAS ORIGINAL DEED

OF TRUST WE HOLD

ONLY 4 DUPLICATE

IN THE DISTRICT COURT OF THE UNITED STATES, FOR THE NORTHERN DISTRICT OF ALABAMA, NORTHEASTERN DIVISION.

In the Matter of Huntsville Hardwood Manufacturing Co., Inc., Bankrupt.

In Bankruptcy—No. 5164.

Notice of Sale.

Under the authority of an order made by Hon. Jere Murphy, referee in bankruptcy, on the thirteenth day of September, 1932, the undersigned trustee of the above-named bankrupt will, on the third day of October, 1932, at 11 o'clock a.m., sell at public auction to the highest bidder for cash, in front of the county courthouse door, in the city of Huntsville, Alabama, the following described personal property of said bankrupt, to wit:

All machinery, equipment, supplies, book accounts, notes and other choses in action, timber contracts, trucks and all other personal property owned and used by said bankrupt in connection with its business heretofore conducted at West Huntsville, Alabama, wherever said property may be located.

Inventory of machinery will be provided on application to the undersigned, prior to day of sale.

L. O. ERWIN,

Trustee of Huntsville Hardwood Manufacturing Co., Inc., Bankrupt. Sept. 21-11.
Huntsville, Ala.

IN BANKRUPTCY

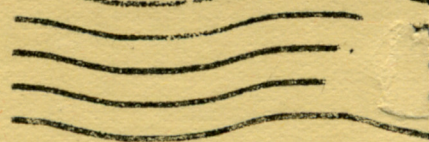
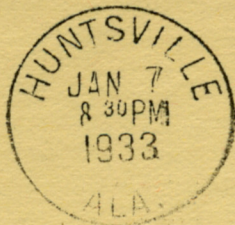
JERE. MURPHY

REFEREE

HUNTSVILLE ALA.

Return after five days

OFFICIAL BUSINESS



*I. Schiffman & Co.
Huntsville
Ala.*

To the Honorable W. I. GRUBB, Judge of the U. S. District Court
Northern District of Alabama

~~Huntsville~~ *Huntsville* ~~Hardwood Mfg. Co. Inc.~~ *Hardwood Mfg. Co. Inc.* ~~Huntsville~~ *Huntsville*, in said District,
respectfully represents that on the 15th day of Aug, 1932,
he was duly adjudged a bankrupt under the acts of Congress relating to bankruptcy; that he has duly surren-
dered all his property and rights of property, and has fully complied with all the requirements of said acts,
and of all orders of the Court touching his bankruptcy.

WHEREFORE HE PRAYS that he may decreed by the Court to have a full discharge from all debts
provable against his estate under said bankruptcy acts, except such debts as are excepted by law from such
discharge, *Huntsville Hardwood Mfg. Co. Inc.* Bankrupt.

At Huntsville, in said District, this 17th day of Jan, 1933

Upon reading the foregoing petition, it is ordered that creditors are required to show cause, and enter
appearances in opposition thereto, on the 17th day of Feb., 1933, and that hearing
upon the same be had before the Judge of said Court at Chambers in said District on the 18th
day of Feb A. D. 1933, at 9 o'clock A. M., and that notice thereof be
and now is, mailed to each of the creditors whose names appear upon the schedules and upon the papers in
this proceedings, as prescribed by law, and also to their attorneys of record; and that, unless such cause be
shown and such appearance in opposition thereto be made and specifications filed as prescribed by General
Order XXXII, said discharge will be ordered as of course.

No dividend

JERE. MURPHY, Referee in Bankruptcy