

J. N. Stevenson of the City of San Francisco, State
 of California, of the one part, and Charles
 Gilman and Joseph Palmer Esquires and
 Saml. M. Caight of the same place of the other
 part, Whereas the said Jonathan N. Stevenson
 is justly indebted unto several persons in divers
 sums of money, which at the present time he is
 unable to pay and satisfy in full, and being desirous
 that all his property may be distributed among
 all his creditors in payment of their respective
 claims against him, lawfully and proportionally
 if the property shall be insufficient to pay the
 whole, and to that end hath proposed and agreed
 to assign all his property, real, personal and mixed
 unto the said Charles Gilman and Joseph C. Palmer
 and Saml. M. Caight upon trust for the benefit
 of all his said creditors in manner hereinafter men-
 tioned. And that Jonathan N. Stevenson doth hereby
 certify that the said Jonathan N. Stevenson for and in consideration
 of the sum of ~~one~~ ^{one} dollar to him by the said
 Charles Gilman and the said Joseph C. Palmer
 and Saml. M. Caight at and before the
 time of the reading and delivery of these presents,
 the receipt whereof is hereby acknowledged, hath
 bargained and sold, aliened, entailed, assigned, trans-
 ferred and set over, and by these presents doth give
 grant, bargain and sell, alien, entail, release, convey
 and confirm, assign transfer and set over unto
 the said Charles Gilman and the said Joseph C. Palmer

and Saml. H. Baught their heirs, executors ad-
ministrators and assigns, all and singular the
property and estate which the said Jonathan
Baught owned, whether real, personal or mixed,
situate in the same county, and more
particularly situate and being in the City and
County of San Francisco, and in the Counties of
Bariceforte, Contra Costa, and Sacramento and
all his right, title and interest and estate therein
in trust to and for the uses hereinafter mentioned.

To Have and to Hold all and singular the said lands
tenements, and hereditaments, and personal property
unto the said Charles Gilman and Joseph C. Palmer
and Saml. H. Baught, and their heirs, executors
administrators and assigns, upon trust and con-
fidence that they or the survivors or survivor of
them, and the executors and administrators of such
survivor, do and shall so soon as conveniently may
be, make sale or otherwise dispose of so much
and such part and parts thereof as they and he
may deem best, for the best price or prices of money
that can be reasonably had or obtained for the same,
at public or private sale, as may be sufficient to
satisfy and pay all the debts due and owing
by the said Jonathan Baught, deceased, and his
estate in respect to the said debts, which is hereby ac-
cordingly agreed to by the said Charles Gilman and
Joseph C. Palmer and Saml. H. Baught and their
survivors or survivor of them, and the executors and
administrators of such survivor, shall and will stand
proprietors of, and interested in the monies to arise from
such sale or sales, or from any mortgage or mortga-
ges, lease or leases of said property, or any portion thereof
received by them or him, upon trust and to the intent
that they, or he, shall and do, in the first place
pay and retain to and reimburse themselves or

himself, all such costs, charges and ex-
penses as they respectively shall or may
sustain in or about the
sales of the same, and to be made in
and do and shall hereunto also pay the cost
of preparing, executing and recording their power
and all other costs, charges and expenses incident
to, or which may be incurred or sustained, in or
about the execution of the trusts herein expressed,
or any of them, with a reasonable compensation
to the said Charles Gilman and Joseph C. Palmer
and Saml. W. Haught and the survivors or survivor
of them, and the executors or administrators of such
survivor, for their and his care, labor and diligence
in and about the same: And then in trust that they,
the said Charles Gilman and Joseph C. Palmer and
Saml. W. Haught and the survivors and survivor of
them, and the executors and administrators of such
survivor do and shall apply the residue of the said
trust monies, in and towards payment and
satisfaction of the several sums of money due
and owing to the several creditors of the said Jonathan
N. Stevenson *pari passu*, and without
any preference or priority of payment, and
after payment and satisfaction of the whole
debts and charges and other ex-
penses as aforesaid, in trust that they,
Charles Gilman and Joseph C. Palmer
Saml. W. Haught or the survivors or survivor of them,
or the executors or administrators of such survivor,
do and shall convey by a proper deed of conveyance
all the lands and other property hereby conveyed, to
the said Jonathan N. Stevenson his heirs and assigns,
and pay the surplus of the said trust monies if
any unto the said Jonathan N. Stevenson, his
executors, administrators or assigns, and for the

Considerations and purposes aforesaid the said
Jonathan N. Stevenson, hath made Constituted
and appointed ~~and~~ these presents with con-
sent and approval of the said ~~and~~ Gilman
and Joseph C. Palmer and Sarah M. Caght
and the survivors and survivors of them, and
the executors and administrators of each survivor
his true and lawful attorneys and attorney in
the name of the said Jonathan N. Stevenson
or survivor, at their option to sell, Mortgage,
lease or otherwise dispose of all and any of the
estate, real, personal or mixed, hereby conveyed or
intended so to be, either at public or private sale,
for cash or upon credit, as to them or him may
seem most beneficial to the parties interested as
aforesaid, and all proper deeds or other instruments
therefor, to make execute and deliver to the purchaser
Mortgage, or lessee, upon such sale or other dispo-
sition of said property hereby conveyed, and until
such sale to collect and receive the rents and
profits thereof, and upon receipt thereof, or of any
part thereof, receipts acquittances, and other
effectual discharges for the same to make and
deliver, and to compound for any bad or dubious
debt or debts, and one or more attorneys or attorneys
agent or agents, whom he or she or they or all or any
of them may from time to time appoint,
again at their and his pleasure to displace, and
further to do and execute all and every other act
and acts, requisite or expedient to be done in and
about the premises, as fully and amply to all
intent and purposes as he the said Jonathan
N. Stevenson, might or could do or have done in
his own person. If these presents had not been made.
And the said Jonathan N. Stevenson for himself his
his executors and administrators with covenant

promise and agree to and with the said
 Gilman and Joseph C. Palmer and Saml. M. Baight
 their heirs, executors and administrators
 heirs, and assigns, to wit: - That
 the said Abraham N. [unclear] his heirs, or
 administrators shall and will at all times lawfully
 justify and allow, ratify and confirm all and
 whatsoever the said Charles Gilman and Joseph C. Palmer
 and Saml. M. Baight and the survivors or survivors of
 them, and the executors and administrators of such
 survivor, shall lawfully do or cause to be done in and
 about the premises, and shall not, nor will not revoke
 or make void, all or any of the powers hereby given, or
 in pursuance of these presents to be given to the said
 Charles Gilman and Joseph C. Palmer and Saml. M. Baight
 or the survivors or survivor of them, or the executors and
 administrators of such survivor, nor do any thing
 whereby the proper execution of this trust shall be
 hindered or impeded, in any way whatever, nor otherwise
 act or interfere in or about the premises, further or other
 than the said Charles Gilman and Joseph C. Palmer
 Saml. M. Baight or the survivors or survivor of them, or the
 executors administrators or assigns of such survivor
 shall desire or require. And also that they, the said
 Charles Gilman and Joseph C. Palmer and Saml. M. Baight and
 their heirs, executors and administrators shall
 be charged or charged with any of them, for and with
 respective receipts, payments, acts, and wills
 and not otherwise, and shall not be charged or charged
 with or for any sum or sums of money other than such
 as shall actually and respectively come to the or their
 hands, nor with, or for any loss or charges which shall
 or may happen in or about the execution of all or any of
 the trusts aforesaid. Without their respective willful default.
 In testimony whereof the parties have hereunto set their
 hands and respective seals the day and year first above

...determined ...
...and delivered in presence of ...
...C. Brady ...
...California ...
...of San Francisco ...
...eight hundred and fifty, one before me the undersigned a Notary
Public in and for the said County personally appeared Jonathan
R. Stevenson Charles Gilman Joseph Palmer and Samuel H.
Boaght known to me to be the individuals described in, who
executed the above instrument and acknowledged that they
executed the same freely and voluntarily for the uses and
purposes therein mentioned. In testimony whereof I have
subscribed my name and have hereunto affixed
my seal of office the day & year last above written
Jas. H. Brady Seal Notary Public

A true Copy of the Original Recorded March 31st 1851 at 5 m to 4 p.m.
John A. McGlynn County Recorder -

State of California }
County of San Francisco }
Office of County Recorder. } I hereby certify that the foregoing is
a true Copy of Record deposited and
remaining in this office as will
appear by reference to Sub. B. 14 of Book of Trust pages 157 &c
In testimony whereof
I have hereunto set
my hand and official
seal this 20th day of
June A.D. 1851

John A. McGlynn
County Recorder
By Jas. H. Brady
Deputy

J. R. Stevens
vs
Charles Gilman et al

Deed of Trust

Certified Copy

John Howell Parsons