

bonds, judgments and other securities, claims and demands now belonging, due or payable or to become due or payable to the said parties of the first part as a firm, and also all the books of account of the said parties of the first part and all papers, documents and vouchers relating to their business or firm property. To have and to hold the same unto the said party of the second part, his executors, administrators and assigns, In trust nevertheless, and to and for the uses intents and purposes following, that is to say: The said party of the second part shall take possession of the said property hereby assigned; or intended so to be; and shall with all reasonable diligence sell and dispose of the same at public or private sale as he may deem most beneficial to the interests of the creditors of the said parties of the second part, and convert the same into money; and shall also with all reasonable diligence collect get in and recover all and singular the said debts, dues, bills, bonds, notes, accounts, judgments, securities, claims and demands, hereby assigned or intended to be so, and with and out of the proceeds of such sales and collections, that the said party of the first part shall first pay and discharge all the just and reasonable expenses, costs, charges and commissions attending the due execution of these presents and the carrying into effect the trusts hereby created including the sum of Fifty Dollars to Messrs. Earle, Wells & Westmoreland attorneys for the preparation of these presents, and such reasonable fee as said party of the second part may have to pay to any attorney whom he may have to employ in the execution of these presents, and with and out of the net proceeds or residue of such sales and collections the said party of the second part shall pay and discharge the debts due and owing by the said parties of the first part in the order and manner following, that is to say: First - To pay Messrs. Bates, Reed & Leveley of the City of New York, the sum of Twenty eight hundred and seventy five Dollars with any interest which may be due thereon, the same as well as the claims hereinafter mentioned to be postponed and subjected to any just claims for rent which is to be paid in preference. Second - To pay

William S. Clinton of Greenville S.C. the sum of Three hundred and thirty Dollars, Third - To pay Mrs. Edwina B. Potter of Greenville S.C. the sum of Fifteen hundred Dollars. Third - To pay Messrs. Boykin's barber & Co. of the City of Baltimore Md. the sum of Seven hundred and twenty Dollars. Fourth: after fully paying and satisfying all the said enumerated debts, the said party of the second part shall with and out of the residue of the said proceeds or moneys, pay and discharge all debts due by the said parties of the first part to any person or persons who shall within ninety days from and after the date of these presents, execute to the said parties of the first part a full release of the amount of their respective claims; the said last mentioned debts to be paid in full, if there be sufficient of the said proceeds for that purpose, otherwise to be paid ratably and in proportion to their respective amounts, and if after the payment of the costs, charges, expenses, rents and debts aforesaid, there remains any surplus in the hands of said party of the second part then Lastly, To pay over and return the same to the said parties of the first part, the survivors of them, their executors, administrators or assigns, and full power is hereby given to the said party of the second part to execute and carry out this assignment and to execute any acquittances, releases, bills of sale or other papers which may be necessary thereto, with full power to compromise any debts owing to said parties of the first part taking a part for the whole, and to sue or defend suits, and generally to do whatsoever may be required and necessary to the full execution of the trusts hereby created.

In witness whereof the said parties hereunto set their hands and seals the day and year first above written.

Signed sealed & delivered in presence of

James M. Dickson
W. B. Gaston

W. S. Clinton
I hereby accept the trust above created and bind myself to faithfully discharge my duties thereunder

J. E. Hannall
January 17, 1860

Witness
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W. S. Clinton