

State of South Carolina }
County of Greenville. }

Whereas, William Anderson, of the City of Greenville, in said County and State, owes divers debts, which at this time he is unable to pay in full, and is desirous to provide for the payment thereof as far as in his power lies by an assignment of all of his property not exempt by the laws of the State of South Carolina from levy and sale under execution;

Now, Therefore, Know All Men (By These Presents,

That I, the said William Anderson, for and in consideration of the premises, and the sum of Five (\$5.00) Dollars, to me in hand paid at and before the sealing and delivery of these presents by John H. Earle of the County and State aforesaid (the receipt whereof is hereby acknowledged), have granted, bargained, sold, assigned, transferred and set over, and by these presents do grant, bargain, sell, assign, transfer and set over unto the said John H. Earle all of my property of whatever kind and description, except such as is exempt to me as a homestead under the laws of South Carolina, to wit: my interest in all of the stock of goods contained in the store room now occupied by me,

No. 132 Main Street, in the City of Greenville, South Carolina, consisting of jewelry, watches, clocks, diamonds, silverware, glassware, fixtures, tools, etc. Also one iron safe, and all accounts, notes and other choses in action, or securities, belonging to me, and such other property as I may have, save and except such as is exempt under the homestead laws, as aforesaid.

To Have And To Hold the same for the said John H. Earle, his heirs, executors, administrators and assigns, in trust nevertheless for the following uses and purposes, to wit:

(1) Take possession of the same and with reasonable diligence sell and dispose thereof, either at public or private sale and in accordance with the law, in bulk or by retail in parcels, for the best prices that can be obtained therefor, and to convert the same into money; and to collect all such demands and choses in action that may be collectible.

(2) To pay and discharge the costs and charges for preparing and executing this deed of assignment, and all just and reasonable expenses, costs and charges which may be incurred in executing the trust herein imposed, including a reasonable fee to J. A. McCullough, Esq., for preparing this deed of assignment and services rendered in connection

therewith, to wit, \$250.00

(3) To pay all debts due by the said William Anderson to the public, and any valid liens existing thereon.

(4) Out of the balance to pay my homestead exemption of Five Hundred (\$500.00) Dollars.

(5) To pay and discharge in full of the residue, if the residue of said proceeds be sufficient for that purpose, the claims of all the creditors of the said William Anderson who shall within forty days from the date hereof accept in writing the terms of this assignment, and if the residue of said proceeds shall not be sufficient to pay said claims in full, then to apply said residue of said proceeds to the payment of said claims pro rata and in proportion.

(6) And if there be any residue of said proceeds remaining after the payment in full of the claims of each of the said creditors of the said William Anderson as may accept the terms of said deed of assignment, then to pay and discharge in full of said residue, if said residue be sufficient for that purpose, and if not sufficient, then ratably and in proportion the claims of all the creditors of the said William Anderson who may refuse to accept the terms of this assignment.

(7) And if there should be any residue of said proceeds remaining after the payment in full of all the claims of the creditors of the said William Anderson, and after discharging each and every liability against him, then to pay such residue to the said William Anderson, his executors, administrators or assigns.

I, the said William Anderson, do hereby give and grant to the said John H. Earle full power and authority to do all acts and execute all instruments which may be necessary or proper in the discharge of said trust.

Witness my hand and seal this the 29th day of May A.D. 1901.
Signed, sealed & delivered in presence of,

J. J. McSwain
Jas. B. Price

Wm Anderson (Seal)

Personally comes J. J. McSwain & made oath that he saw the within named Wm Anderson sign, seal & as his act & deed deliver the within written deed & that he with Jas. B. Price witnessed the execution thereof.

Subscribed before me this 29th May 1901.

\$ 2.50
cancel

J. J. McSwain

Jos. A. McCullough, Esq.

Recorded for May 30th 1901.

I accept the within appointment - John H. Earle