Vol. 85-Title to Real Estate.

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State of South Carolina, )
Greenville County.

Deed of Assignment.

Whereas, We, Riverdale Mills, a Corporation under and by virtue of the laws of the State of South Carolina, located at Greenville, in said State, are indebted to various and sundry creditors and are unable to meet our obligations and to pay all of said creditors in full the amount of their respective demands,

Now, Know all men by these presents, that we, the said Riverdale Mills, in consideration of the sum of One Dollar and the premises to us in hand paid by E.A. Gilfillin, of Greenville, S.C., have granted, bargained, set over and delivered and by these presents do grant, bargain, transfer, assign, set over and deliver unto the said E.A. Gilfillin all of our assets of whatever nature and kind, including all notes, books of accounts, evidence of indebtedness of every kind and description, all machinery, stock of finished and unfinished products on hand, - in other words any and everthing which we may possess and own and in which we may have any equity, claim or title of whatever nature or kind and anywhere the same or any part thereof may be located and situate. And a more particular description of the said real estate is as follows:

All those certain parcels and lots of land lying and being situate in the County and State aforesaid and being 14 lots in a subdivision known as Riverside and numbered 1 to 14 inclusive, fronting on Chicora Ave., together with a tract of land containing 11.20 acres, more or less, in the County and State aforesaid, all of which lots and tract of land are fully described in a deed from F.H. and J.G. Cunningham, E.C. Gwathney and W.M. Jordan to Riverside Mills, which deed is recorded in the office of R.M.C. for Greenville County in Book 79 at page 257, reference to said deed being hereto made for a more particular description of said lands.

Also, All that other certain lot of land in the County and State aforesaid, near Monaghan Mills and Reedy River, and being composed of two lots conveyed to F.H. and J.G. Cunningham and W.M.-Jordan by A.G. New, by deeds dated May 14, 1918 and Sept. 7, 1920 and being part of the W.H. Irvine Estate and being the same lands conveyed to Riverside Mills- by F.H. and J.G. Cunningham and W.H. Jordan by deed dated Jan. 26, 1921, recorded in the office of R.M.C. for Greenville County in Book 73, at page 445, reference thereto being made for a more particular description of said

To have and to hold all and singular the said property above mentioned, described and referred to unto the said E.A. Gilfillin and his successors and assigns forever, in trust, nevertheless, for the following purposes and uses, to-wit:

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To sell and dispose of said property by deeds in fee simple as provided by law, and to pay out of the proceeds derived therefrom unto all and sundry our creditors as they may be entitled, and if any sum or sums of money shall remain in the hands of our Assignee after the payment in full of the demands of all our creditors, then the said sum shall be paid to us or to our successors and assigns.

And it is the intention of this instrument to make a full and complete assignment of all our property of whatever nature or kind, real, personal or mixed, wherever the same may be situate, unto the said E.A. Gilfillin for the uses and purposes and benefits of all and sundry our creditors without preference except as may be mentioned herein or which may be allowed by law.

And the said E.A. Gilfillin as Assignee, is hereby directed and required to reserve out of the first monies coming into his hands from the operation or sale of the property herein mentioned and described a sum sufficient to pay all costs and expenses incident to this Deed of Assignment and to the conduct of the business as herein specified. And, after the payment of such costs and expenses, then to pay such claims as are preferred by law and then to pay over to all our common creditors prorate the balance of such funds as may come into his hands under the terms and conditions of this Deed of Assignment.

In Witness whereof, the said Riverdale Mills has caused its corporate seal to be hereunto affixed and these presents to be subscribed by its duly authorized officers, to-wit: F.H. Cunningham, its President and J.G. Cunningham, its Secretary and Treasurer, on this the 14, day of July, in the year of our Lord one thousand nine hundred and twenty-two and the one hundred and forty-seventh year of the Independence of the United States of America.

Signed, sealed and delivered

in the presence of:

Riverdale Mills, (L.S.)

George Norwood.

By F.H. Cunningham, President

J.W. Lanford.

And J.G. Cunningham, Secretary and Treasurer

State of South Carolina,

Greenville County.

Personally appeared before me George Norwood and made oath that he saw the within nemed Riverdale Mills by its duly authorized officers, F.H. Cumingham, its President and J.G. Cumingham, its Secretary and Treasurer sign, seal and with its corporate seal and as the act and deed of said corporation deliver the within written Deed of Assignment, and that he with J.W. Lanford witnessed the execution thereof.

of July A.D. 1922.

J.W. Lenford (L.S.)

Notary Public for S.C.

George Norwood

We, F.H. Cumingham, W.M. Jordan, J.G. Cumingham and Edwin Howard, being the holders of the entire capital stock of the Riverdale Mills, and we, F.H. Cumingham, W.M. Jordan and J.G.—Cummingham, Directors of said Corporation, do hereby acknowledge that we have read the foregoing Deed of Assignment and fully understand the purport of same and do further certify that the terms and conditions of the said Deed of Assignment are satisfactory to us and the same is being executed with our full permission.