

Spencer & Stall, } Assignment } State of South Carolina,
to } } County of Greenville,
W. W. Storer }

Whereas, we Frank J. Spencer and James A. Stall, as partners under the firm name of Spencer & Stall, engaged in retailing shoes in the City of Greenville in said County and State, owe divers debts which we are at this time unable to pay in full, and are desirous to provide for the payment thereof as far as in our power by an assignment of all the property of said firm.

Now, therefore, Know All Men By These Presents, That we the said Spencer & Stall in consideration of the premises and of the sum of Five (\$5.00) Dollars to us in hand paid at and before the sealing and delivery of these presents by W. W. Storer of the County and State aforesaid, (the receipt whereof is hereby acknowledged) have granted, bargained, sold, released, assigned, transferred and set over, and by these presents do grant, bargain, sell, release, assign, transfer and set over unto the said W. W. Storer, his heirs, executors, administrators and assigns all the property of the said Spencer & Stall, of whatever kind and description, to wit:

That certain stock of goods in the City of Greenville, now in the store room occupied by us No. 128 S. Main Street, consisting of boots, shoes and such other goods as we may have in stock, including iron safe and other fixtures and furniture, also all accounts, and such other credits or choses in action as may belong to us, also all money and funds on hand belonging to the said firm and such other property of whatever kind or description as may belong to said firm.

To Have And To Hold, All and singular the said property above mentioned to the said W. W. Storer, his heirs, executors, administrators and assigns forever.

In Trust Nevertheless for the following uses and purposes, to wit:

First. To take possession of the same and with reasonable diligence to sell and dispose thereof, either at public or private sale,

and as the law requires, in bulk or by retail, for the best prices that can be obtained therefor, and to convert the same into money, and to collect all accounts, debts, demands and choses in action that may be collectible, and realize therefrom all that is possible to realize.

Second.

To pay and discharge the costs and charges for preparing and executing this deed of assignment, including a reasonable fee to Jos. A. McCallough, Esq. for his services rendered, and to be rendered, the assignee, herein, and such other expenses as may be incurred in executing the trust herein imposed, including, of course, such commissions as the assignee herein may be entitled to under the law.

Third.

And then, if the money so realized be insufficient to pay all the creditors of the said Spencer & Stall then in trust, first to pay any debts due the public, and the debts of such of the creditors of the said Spencer & Stall as may within sixty days from the date hereof accept in writing the terms of this assignment and execute a release of their claims against the said Spencer & Stall and if the residue of said proceeds shall not be sufficient to pay said claims in full then to apply such residue of said proceeds to the payment of said claims pro rata, and in proportion to their respective amounts.

Fourth.

And if there be any residue of said proceeds remaining, the said residue to be distributed among the other creditors of the said Spencer & Stall, pro rata and without preference or priority, and lastly to pay us any balance that may remain, after payment of all our debts, as aforesaid.

And we, the said Spencer & Stall, do hereby give and grant to the said assignee full power and authority to do all acts and execute all instruments which may be necessary or proper to the discharge of said trust.