

State of South Carolina, } Assignment for the benefit of Creditors.
County of Greenville. }

Know all men by these presents, That whereas the Gatti-Goodyear Company, a corporation under and by virtue of the laws of the State of South Carolina, with its principal place of business at Greenville, in the State and County aforesaid, is indebted to divers persons in various sums of money, which it is now unable to pay in full, and whereas it is desirous of conveying all of its property, real, personal and mixed, for the benefit of its creditors, without preference or priority except as hereinafter expressed;

Now, Therefore, the said Gatti-Goodyear Company, by its proper officers, in consideration of the premises hereinbefore expressed, and in further consideration of one dollar to it in hand paid by Chas. M. McGee, the receipt of which is hereby acknowledged, has granted, bargained, sold, assigned, transferred and set over, and by these presents does hereby grant, bargain, sell, assign, transfer and set over unto the said Chas. M. McGee, all and singular the lands, tenements, hereditaments and appurtenances, cash on hand or in banks wherever located, goods, chattels, stocks, promissory notes, debts, choses in action, evidences of debt, claims, demands, property and effects of every description and kind belonging to it, the said Gatti-Goodyear Company, wherever the same may be situated, the said property being more especially the machinery and manufacturing establishment and business of the said company located in the City of Greenville, and the appurtenances thereto, together with all office equipment and supplies, and all stocks on hand or heretofore sold on consignment or otherwise, together with all cash on hand or in banks wherever located, notes, accounts, evidences of debt, and goodwill, trade-marks, copyrights, and any and all things of whatever nature and kind used in the business of the said Gatti-Goodyear Company or in connection therewith, excepting only any and all of such property to the said Company as is by law exempt from levy and sale;

To have and to hold all and singular the said property unto the said Chas. M. McGee in trust, to sell and dispose of the said property, and to collect, sue for and demand, receive and recover, all such sums as may be or become due, owing and payable on said promissory notes, debts, choses in action, evidences of debt, claims and demands; he, the said Chas. M. McGee, being given authority, if he may see fit, to conduct said business of the Gatti-Goodyear Company for such length of time as may appear to the best advantage of the creditors of said company before reducing the same to cash, and then in trust to apply the proceeds arising from the aforesaid sale, collections and conduct of the business as follows:

First. To pay all lawful costs and expenses of executing this trust hereby created, and in carrying out the terms, conditions and provisions of said trust, including a reasonable attorney's fee for drawing this deed of assignment.

Second. To pay, after such property and sums as shall be exempt from levy and sale, should there be any such, pro rata to all such creditors as shall accept the terms of this assignment and execute a release for their claims within thirty days after notice hereof.

Third. After paying as aforesaid directed, to pay pro rata to all its creditors who shall establish their claims with the Assignee herein.

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Fourth. If the proceeds of the aforesaid shall be more than sufficient to pay and satisfy every one of its creditors in full, then to pay and return to said Company the balance, if there remains any such balance.

And the said Gatti-Goodyear Company does hereby, by its proper officers, nominate, constitute and appoint the said Chas. M. McGee, its true and lawful attorney, irrevocably and in its name or otherwise, for the purpose aforesaid, to execute the trust hereby created; giving and granting unto the said Chas. M. McGee full power and authority to do and perform every act, deed and claim requisite and necessary in the premises as fully, to all intents and purposes, as the said company could do if this assignment had not been made; with full power of substitution and revocation, hereby ratifying and confirming all that the said Attorney or his substitute may lawfully do or cause to be done in the premises or by virtue thereof.

In witness whereof, the said Gatti-Goodyear Company does hereby affix its corporate seal, and by its proper officers does hereby sign the foregoing deed of assignment this the third day of December, A.D. 1923.

Signed, sealed and delivered

in the presence of (U.S. Stamps 25 cents)
Emma A. Menken, (S.C. Stamps 25 cents)
W.G. Serrine. As to Joseph Gatti.

Gatti-Goodyear Company,

Joseph Gatti,

President

Chester M. Goodyear,

Treasurer.

W.C. Cothran,
Jas.M. Richardson. As to C.M. Goodyear.

State of South Carolina,
County of Greenville.

Personally appeared before me W.G. Serrine who on oath says that he saw the foregoing Gatti-Goodyear Company sign the foregoing written deed of assignment by the hand of its officer, to-wit- Joseph Gatti as President, and affix its corporate seal thereto, under the hand of its said President, and that he with Emma A. Menken witnessed the execution and delivery thereof.

Sworn to before me this 10,
day of December A.D. 1923.

W.G. Serrine

Lillie J. Bussey
Notary Public.



State of South Carolina,
County of Greenville.

Personally appeared before me W.C. Cothran who on oath says that he saw the foregoing Gatti-Goodyear Company affix its corporate seal and sign under the hand of its proper officer, to-wit- Chester M. Goodyear as Treasurer, the foregoing written deed of assignment, and that he with Jas. M. Richardson witnessed the execution and delivery thereof.

Sworn to before me this third day
of December, A.D. 1923.

W.C. Cothran

Jas. M. Richardson (Seal)
Notary Public for S.C.

(Over)