

with all reasonable despatch and to convert the same into money, and also to collect all debts and demands hereby assigned as may be collectable and with and out of the proceeds of such sales and collections 1 To pay to Earl O. & Moorey the sum of Fifty Dollars for their services in preparing this deed of assignment; 2 To pay all debts due by the party of the first part to the public; 3 To pay and discharge in full if the residue of said proceeds is sufficient for that purpose, the claims of all of the creditors of the party of the first part who may within sixty days from the date hereof accept the terms of this assignment and execute a release of their claims against him, 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 ratably and in proportion; 4 And if there should be any residue of said proceeds remaining after the payment in full of the claims of such of the creditors of the party of the first part as may accept the terms of said assignment and execute a release of their claims against him then to pay and discharge in full, if said residue be sufficient for that purpose and if not sufficient, then ratably and in proportion the claims of all of the creditors of the party of the first part who may refuse to accept the terms of this assignment and execute releases of their claims against him as aforesaid; 5 And if there should be any residue of said proceeds remaining after the payment in full of all of the claims of the creditors of the party of the first part and after discharging such and every liability against him then to pay such residue to the party of the first part his executors administrators or assigns.

And in furtherance of the premises the said party of the first part does hereby make constitute and appoint the said party of the second part his true and lawful attorney irrevocable with full power and authority to do all acts and things which may be necessary on the premises to the full execution of the trust hereby created, and to ask demand recover and receive of and from all and every person or persons all property debts and demands due owing and belonging to the said party of the first part, and to give acquittances and discharges of the same to such persons as shall and may be liable for the same and to execute and

deliver all necessary deeds instruments and conveyances. The said party of the second part doth here by accept the trust created and reposed in him by this instrument and covenants and agrees to and with the said party of the first part that he will faithfully and without delay execute the trust created according to the best of his skill knowledge and ability.

In witness whereof the parties to these presents have hereunto set their hands and seals the day and year first above written.

Signed sealed and Delivered in presence of
 David Cannon }
 J A Cobb } Samuel B Hutchings
 State of South Carolina } J J Westmoreland
 County of Greenville } Personally appeared J A Cobb
 before me and made oath in due form of law that he saw the within named S B Hutchings & J J Westmoreland sign and seal the within instrument and that he with David Cannon in the presence of each other witnessed the execution thereof sworn to and subscribed before me this 10th day of Feb. A.D. 1892.

J H Ballenger } J A Cobb
 Notary Public } Recorded for 14 Feb 1892.

Wm B Johnson }
 J M Johnson } State of South Carolina
 Greenville County }
 Know all men by these presents that I Wm B Johnson of the State and County aforesaid have bargained sold and conveyed unto Meritt M Johnson of the said State of South Carolina and county of Greenville a certain tract or parcel of land lying and being a part in the State of North Carolina Henderson County and a part in Greenville County South Carolina for and in consideration of Two hundred Dollars Bounded as follows Beginning on a poplar near the branch and bears south 26° E 80 poles to a stake near the S Carolina line thence south 60° E 100 poles to a Spanish oak thence North 30° E to Henry Anders line running from the head of the long hollow thence with Anders line to the head of the long hollow to the original line of the land conveyed from Jose Anders to Wm B Johnson in the state line with the original survey to the beginning containing one Acre and 39 thirty nine acres more or less to have and to hold the same with the appurtenances thereto belonging to Meritt M Johnson his heirs and assigns forever and I Wm B Johnson do warrant and forever defend the said premises against all lawful claims.