

of Five Dollars to me in hand <sup>paid</sup> by Samuel Stradley of the County and State aforesaid have granted, bargained, sold and released and assigned, and by these presents do grant, bargain, sell release and assign unto the said Samuel Stradley all of my property of whatsoever kind and description, both real and personal and ~~both~~ choses in action, excepting and reserving to myself however such property as is exempt from levy and sale under the Homestead laws of this State.

The personal property conveyed consists principally of my stock of goods in store house on corner of Main and River streets County and State aforesaid in the City of Greenville and accounts due me and balance due or to become due on contracts which I have and all other personal property which I own.

To have and to hold all and singular the said property unto the said Samuel Stradley, his heirs and assigns and his successors in office in trust nevertheless upon the following uses and purposes that is to say: first, to collect all accounts or, if in his judgement it is advisable to sell any or all of the said accounts or to compromise or compound any or all of the said accounts and to complete any of the said contracts and to collect in and dispose of all other property without delay and to sell the same The said sale to be for cash. The foregoing powers to be exercised under the direction of the committee of creditors, second: That out of the proceeds the said Samuel Stradley is directed to pay (1) all debts due the public and a fee to Oak Mauldin for his services in drafting this assignment and all expenses in executing this trust (2) after such payments to pay all my creditors who within thirty days after the terms of this assignment and execute release of their claims if the fund is not sufficient to pay all these releasing creditors in full then it is to be pro-rated among the said creditors pro-rata to the amount of their

(3) After paying all the debts due the public and for drafting this assignment <sup>and</sup> releasing creditors, that any balance be distributed among my other creditors pro-rata in proportion to the amount of their claims (4) and if anything remain after paying all of debts and expenses of administering this trust, then the same shall be returned to me

Witness my hand and seal this nineteenth day of March 1898.  
 Oscar Hodges } W. L. Kellett Seal  
 Wilson Glover Jr. }  
 The State of South Carolina  
 County of Greenville.

Wilson Glover Jr. Personally appeared before me Wilson Glover Jr. and made oath that he saw the within named William L. Kellett sign, seal and as his act and deed deliver the within instrument and that he with Oscar Hodges witnessed the execution thereof.

Sworn to before me this 19<sup>th</sup> day of March A. D. 1898.  
 Oscar Hodges Seal } Wilson Glover Jr.  
 Magistrate, S. C.

I accept the trust hereby conferred March 1898  
 Samuel Stradley

Recorded March 19<sup>th</sup> 1898

"Agreement"

This agreement made between Harrett M. Diver, of the first part and T. B. Jones of the second part, the said Harrett M. Diver does here by agree to sell the said T. B. Jones, thirty five acres of land on the Joe tract of land beginning at a stake near the old field on the Caleb Greer Land and running back toward W. P. Smiths Land until the said T. B. Jones get thirty five acres of land including all of the cleared lands at fifty dollars per acre and the said Harrett M. Diver does hereby acknowledge the receipt of one hundred and twenty five dollars in cash part payment of the said land