

State of South Carolina,
County of Greenville.

WHEREAS, John Farhart, a merchant residing in the City of Greenville, County and State aforesaid, is indebted to divers persons whom he cannot pay and desires to appropriate his property to the payment of said debts:

Now, therefore, Know all men by these presents that John Farhart, in consideration of the premises and of the sum of Five dollars to him in hand paid at and before the signing and sealing of these presents by Reuben Gosnell of said County and State, the receipt whereof is hereby acknowledged has granted, bargained, sold, assigned and set over, and by these presents does grant, bargain, sell, assign and set over unto the said Reuben Gosnell all of his property of whatsoever kind and description, whether real, personal or mixed and consisting principally of a stock of Fruit, Candy, Tobacco etc., contained in the store room and occupied by the said John Farhart on Coffee Street in the City of Greenville, S.C. or wherever the same may be. TO HAVE AND TO HOLD all and singular the said property unto the said Reuben Gosnell, his heirs, executors, administrators, successors and assigns.

IN TRUST, nevertheless, for the following uses and purposes that is to say;

1. To take possession of the said property and to sell and dispose of the same with all reasonable diligence, either at public or private sale, in bulk or in parcels, and on such terms as may seem best, and to convert the same into money; to collect all accounts and other choses in action or to sell the same, the power of sale given over the other property to apply to the choses in action.
 2. Out of the proceeds of such sales and collections, after setting off to the said John Farhart his lawful homestead exemption, which is hereby expressly reserved, he shall pay and discharge all of the just and reasonable expenses, costs and charges of preparing and executing this deed of assignment and of carrying into effect the trusts hereby created, and also all debts due the public.
 3. That all creditors of the said John Farhart shall be notified of this deed of assignment by the assignee and shall be required to come in, prove their claim in writing and accept the terms of this deed of assignment in writing on or by September 27th, 1909 or be forever barred.
 4. Out of the balance that may remain after the payments as provided for in paragraph 2 hereof, the assignee shall pay all creditors of the said John Farhart who shall comply with the terms and conditions hereof equally, without preference or priority of any kind whatsoever, in full, if there be sufficient funds; if not, then pro rata in proportion to the amount of their several demands.
 5. The said assignee shall return to the said John Farhart any balance that may remain after the payment of the debts as above set forth.
- And the said John Farhart does hereby vest the said Reuben Gosnell with all necessary or usual to perform the said trusts, hereby ratifying all acts of the said Assignee in the premises. Witness the hands and seal of the said John Farhart this 26th. day of August in the year of our Lord nineteen hundred and nine.

Signed, sealed and delivered
in the presence of:
W.C. Cothran,
Oscar Hodges,

his
John X Farhart,
mark

South Carolina,
Greenville County.

Personally appeared before me Oscar Hodges and being duly sworn says that he saw John Farhart sign, seal and as his act and deed deliver the within deed of Assignment and that he with W.C. Cothran witnessed the execution thereof.

Sworn to before me this
26th. day of August A.D. 1909.

Oscar Hodges.

W.C. Cothran, (SEal)
Notary Public, S.C.

Recorded August 27th, 1909.