

And to pay and discharge the costs and charges for preparing this assignment and all just and reasonable expenses, costs and charges which may be incurred in executing the trust herein imposed, and

37th Then if the money so realized be insufficient to pay all of my creditors, then in trust first to pay any debts due the public, and second the debts that may be already secured by pledges, mortgages, liens, judgments or any other lien or incumbrance upon the said property, or any part of it, that the law requires to be first paid, and third then the debts of such of my creditors as may within sixty days from the date hereof accept the terms of this assignment and execute in writing as release of their claims against me within the said sixty days, and fourth that the balance after paying said debts be distributed among the other creditors of the said Monroe Pickens *pro rata* without preference or priority and lastly to pay me any balance that remains after payment of all of my debts; and I the said Monroe Pickens, do hereby give and grant to the said James F. Mackey, Assignee, full power and authority to do all acts and execute all instruments which may be necessary or proper in the discharge of the said trust.

Witness my hand and seal this the 30th day of January 1895.

In presence of

Raman Breazeale

J. A. McCullough

Monroe Pickens

the state of

South Carolina

County of Greenville

Personally appears before me Jos. A. McCullough and makes oath that he saw the within named Monroe Pickens, sign, seal and as his act & deed deliver the within written deed; and that he with Raman Breazeale witnessed the execution of same

Sworn to and subscribed before me this the 30th day of January 1895.

Witness
J. A. McCullough

J. A. McCullough

I hereby accept the trust imposed upon me in the foregoing deed of assignment this the 30th day of January 1895.

James F. Mackey

Recorded Jan'y 30th 1895.