

herely assigned, as may be collectable, and sell
 and out of the proceeds of such sale and collection
 (1) To pay to Joseph A. McDermott Esq. one hundred
 Dollars Counsel fee for service rendered for and
 in preparing this assignment (2) To pay all debts
 due by the party of the first part to the public (3) To pay
 and discharge in full of the residue of said pro-
 ceeds is sufficient for that purpose the claims
 of all 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
 the said party of the first part, 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 such claims
 already and in proportion (4) and if there
 should be any residue of said proceeds remaining
 after the payment in full of the claims of each
 of the Creditors of the party of the first part
 he may accept the terms of this assignment
 and execute a release of the claims against
 him, then to pay and discharge in full
 of said residue be sufficient for that pur-
 pose, and if not sufficient then payable, and
 in proportion the claims of all the Creditors
 of the party of the first part, who may refuse
 to accept the terms of this assignment, and
 execute release 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 the
 claims of the Creditors of the party of the
 first part and after discharging each and
 every liability against him then to pay such
 residue to the party of the first part his executor
 administrator or assigns. And in furtherance
 of the premises the said party of the first
 part does hereby make Constituted and appoint
 the said party of the second part his true
 and lawful Attorney in and under full
 full power and Authority to do all acts and
 things which may be necessary in the premises