

order of their priority, to the end that the purchasers may take a clear title, but no property is to be applied to the payment of any mortgage or lien under this clause except such as may rest upon or bind said property.

Fourth, if the money realized by the assignee be insufficient to pay all my creditors, then after making such payments and disbursements as are heretofore expressed herein the said Julia C Smith is to pay all my creditors, who may within thirty days from the date hereof accept the terms of this assignment and execute a release of their claims against me, and the balance after paying said debts to be distributed among the other creditors pro rata without preference or priority.

Lastly to pay me any balance that may remain after payment of all my debts.

And I do hereby give and grant to the said assignee full power and authority to do all and execute all instruments which may be necessary or proper in the discharge of this trust.

Witness my hand and seal this 26th of March 1895.

Signed sealed and delivered
in presence of
Wm Goldsmith Jr.
Geo J Rivers

W. P. Shumate *ES*

State of South Carolina }
County of Greenville }

Personally appeared before me Geo J Rivers who being duly sworn say that he saw W P Shumate sign seal and as his act and deed deliver the foregoing deed and that he with Wm Goldsmith Jr witnessed the execution thereof Sworn to before me this March 26th 1895.

H. J. Haynesworth
Notary Public *ES*

Geo J. Rivers

State of South Carolina }
Greenville County }

I W P Conyers Notary Public do hereby certify unto all whom it may concern that Mrs Helen J Shumate the wife of the within named William P Shumate did this day appear before me, and upon being privately and separately examined by me did declare that she does freely voluntarily and without any compulsion dread or fear of any person or persons