

conveyed by said company unto me, this land being subject to two mortgages, one in favor of the Mountain City Land & Improvement Co, and the other in favor of G A Norwood, (2) also that lot of land on the corner of Sullivan Street and line of the Columbia & Greenville R.R, containing one and one half acres, more or less, being the lot of land conveyed by Chas M. Plummer to Osborne Beagle on the day of February 1897, (this lot of land is encumbered by two mortgages, one in favor of Chas M Plummer, and the other in favor of G A Norwood)

The personal property so conveyed consists principally of accounts due me and of balances due or to become due on building 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 N.P. Kemp, 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 judgment it is advisable, to sell any or all of the said accounts or to compromise and compound any or all of them and to complete any of the said contracts and to collect and dispose of any and all other personal property, without delay and to sell the same and to collect the rents accruing upon the real estate, and to sell the said real estate without delay and to execute a good and sufficient title thereto in fee simple. The said sales to be for cash. The foregoing power to be exercised under the direction of the committee of creditors. Second, That out of the proceeds the said N.P. Kemp is directed to pay (1) all debts due the public and a fee to Wagners Parker & Patterson for their 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 accept the terms of this assignment and execute releases of their claims of the fund and sufficient to pay their claims, (3) to pay the said creditors in proportion to the amount of their debts against me, (3) After paying all the debt due the public and for drafting this assignment and all releasing creditors, that any balance be distributed pro rata among all my other creditors 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 February 25th 1898 In presence of

the said creditors in proportion to the amount of their debts against me, (3) After paying all the debt due the public and for drafting this assignment and all releasing creditors, that any balance be distributed pro rata among all my other creditors 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 February 25th 1898 In presence of

S E Brewer }
 D N Beacat }
 State of South Carolina } Personally appeared before
 County of Greenville } me D N Beacat who on oath
 says that he saw the within named Osborne Beagle sign
 seal and as his act and deed execute the within
 instrument, and that he with S E Brewer witnessed
 the execution thereof.

I want to before me 7th day of March 1897,
 L. O. Patterson Secy }
 Nat. Pub. De } D. N. Beacat
 I accept the trust hereby conferred Feb 25th 1898.
 Nat. P. Kemp

Rec 7th. Mch 1898.
 The state of South Carolina. 285
 Know all men by these presents: That
 J. C. C. Beasley formerly of the County of Greenville
 State of South Carolina, but now of the County
 of St. Johns and State of Florida, in consideration
 of the sum of Two Thousand Dollars to me
 in hand paid at and before the sealing &
 delivery of the presents by Thomas L. Swinton &
 Josephine S. Cutlers, of the City of Charleston, &
 State of South Carolina (the receipt whereof is
 hereby acknowledged) have granted, bargained
 and sold and released & by these presents do
 grant bargain sell and release unto the
 said Thomas L. Swinton and Josephine S.
 Cutlers all that certain piece parcel and tract
 of land situate, lying and being in Perry
 Mountain in Chatahoochee County, Georgia, to
 wit: the same being the same as described in
 the following description: