

witnessed the execution thereof,
Sworn to before me this 7th
day of December, 1883.

J. M. Summire,

J. E. Vernon.

This Deed has been duly entered in
this Office
Dec. 7th 1883. E. Bacon, C. A.

Registered and Certified 7th Dec. 1883.

M. M. Gaines & Son } Assignment.
to
E. E. Bomar. } State of South Carolina,
County of Spartanburg.

Know all men by these presents that whereas we, M. M. Gaines, Sr., and M. M. Gaines, Jr., partners trading in the City of Spartanburg, (State and County aforesaid) under the firm name of M. M. Gaines & Son, are indebted to divers persons in considerable sums of money, which we are not able at present to pay in full; and whereas we are desirous to convey all our property for the benefit of all our creditors, without any preference or priority -

Now, therefore, we the said partners, M. M. Gaines, Sr., and M. M. Gaines, Jr., in consideration of the sum of One Dollar to us paid by Edw. E. Bomar, of the City of Spartanburg, in the State and County before mentioned, the receipt whereof is hereby acknowledged, have granted, bargained, sold, assigned, transferred, and set over, and by these presents do grant, bargain, sell, assign, transfer and set over unto the said Edw. E. Bomar all the property of which we or either of us are possessed, to wit: All that stock of goods, chattels or merchandise now in our storeroom on the "Public Square," in the City of Spartanburg, consisting, among other things, of Hats & Caps, Boots & Shoes, Umbrellas, Sawey Articles and numerous articles of Merchandise, together with all our rights of action of every name, nature and description, including all judgments and debts due us. To have and to hold the same unto the said Edw. E. Bomar, in trust, to sell and dispose of the said personal property, goods, chattels and merchandise, and to collect, sue for, or compound the said rights in action as, in the judgment of the said Edw. E. Bomar, may be best and most expedient for us and our Creditors, the said sale to be conducted in way and manner the said Edw. E.

Edw. may deem most expedient under the trust, subject to the provisions of the laws of this State, and then in trust to apply the proceeds of the said property and rights in action, in the following manner, to wit:

1st. To pay the costs and charges of these presents, including the costs of recording the same, and the lawful commissions and expenses of executing the trust hereby created.

2^d. To distribute and pay the remainder of said proceeds to the Creditors of us the said partners, M. M. Gaines & Son for all debts and liabilities which we the said M. M. Gaines & Son may be owing, or indebted to any person whatsoever. Provided, however, that if there shall not be sufficient funds with which to pay all our said debts, then the said debts are to be paid by the said Assignee, ratably and in proportion to all such creditors as may accept the terms of this assignment, and execute a release of their claim or debt against the said M. M. Gaines & Son.

3^d. The residue and remainder of said proceeds, if any there be after payment of all our said debts in full, the said Edw. C. Hornum is to pay us, or our Executors, Administrators or Assigns.

In witness whereof we have hereunto set our hands this 27th day of November, 1883,
Signed and delivered, and the words "including all judgments and debts due us" inserted in the presence of J. E. Vernon.

M. M. Gaines and Son

South Carolina,
Spartanburg County.

Personally appeared J. E. Vernon and makes oath that he saw M. M. Gaines sign, and acknowledge the act and deed of M. M. Gaines & Son, deliver the same.

Sworn to before me this 27th day of Nov., 1883.

Ralph K. Carson,
Not. Pub., (Seal)

J. E. Vernon.

Registered and Certified Dec. 1st 1883.

S. Morgan
to
Sanford Smith.

Deed:

South Carolina,
Spartanburg District.

Know all men by these presents that I, Samuel Morgan, of the County and District aforesaid, for and in consideration of the sum of Twelve Hundred Dollars