

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

to me in hand paid by Sanford Smith, of the District and State aforesaid, the receipt and payment of which is hereby acknowledged, have this day bargained, sold and released, conveyed unto the said Sanford Smith a certain tract or parcel of land situate in said State and District, lying on Middle Sygar River, it being the tract of land belonging to the Estate of Joseph Walden, dec'd, and conveyed by his heirs to S. Morgan, bounded by lands of H. McDev. William Hueston, Thos. Hughston, J. Newman and the tract whereon the widow Walden now lives, the old river bed being the line, containing Two Hundred and Thirty-four acres, ^{the same} more or less. To have and to hold, together with all and singular the rights, members and appurtenances thereto belonging, or in anywise incident to the same. And I do hereby bind myself, my heirs, Executors and Administrators to warrant and forever defend the aforesaid premises unto the said Sanford Smith, his heirs and assigns forever, against myself, my heirs, and all other persons lawfully claiming the same, or any part thereof.

In witness whereof I do hereunto set my hand and seal this the 22^d day of May, One Thousand Eight Hundred and Eighty-eight.

Signed, sealed and delivered

in presence of
Jonathan Staton,
Wm Smith.

Samuel Morgan [seal]

South Carolina,
Spartanburg District. }

Personally appeared before me, W. O. Miller, Notary Public for Spartanburg District, Wm Smith and made oath in due form of law, and says on said oath that he saw Samuel Morgan sign the within deed of conveyance for the purposes therein mentioned, and that Jonathan Staton was a subscribing witness with himself.

Sworn to before me this
Oct. 6th, 1882,
W. O. Miller, N. P.
for Spartanburg Dist.

Wm Smith

South Carolina,
Spartanburg District }

J. J. Cooper, one of the Mag. for said District, do

herby certify unto all whom it may concern that Elison Morgan wife of the within named Samuel Morgan, did this day appear before me, and upon being privately examined by me, did declare that she does truly, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, does renounce, release and forever relinquish unto the within named Sanford Smith all her interest and estate, and also all her right of dower, of, in, or to all and singular the premises within mentioned & released

J. Cooper, Clerk

Eliza A. Morgan

This Deed has been duly entered in this Office.
Dec. 7th 1883.

Essex, Co. Auditor.

Registered and Certified 7 Dec., 1883.

J. K. Robison

Deed:

to
David Holtzclaw.

State of South Carolina,
County of Spartanburg.

Know all men by these presents that J. K. Robison, of the County of Spartanburg, in the State aforesaid, for and in consideration of the sum of Two Hundred & Eighty-five Dollars to me paid by David Holtzclaw, of the County of Spartanburg, in the State aforesaid, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said David Holtzclaw all that certain portion, parcel or tract of land situated, lying and being in the County of Spartanburg, and State aforesaid, on waters of Maple Swamp Creek, the same being a part of a tract of land known as Lot A2 in the Division of the real estate of Wm. Smith, deceased, having the following metes and bounds, courses and distances, to wit: Beginning at a stake on bank of said Maple Swamp Creek, and running thence N. $3\frac{1}{2}$ E. 9.00 to a stone, 3x near a Spring; thence N. $86\frac{1}{2}$ W. 13.00 to a stone, 3x; thence S. 4 W. 12.60, to a stone in field; thence S. 37 E. 10.10 to a stone, 3x; thence S. 24 E. 2.00 to a stake on bank of creek; thence with the meanderings of the creek to the beginning corner, containing Twenty-two acres, the same being known as Lot A1 in a survey made by J. B. Williamson, surveyor for myself, February 8th 1881. Also one other lot known as Lot A2, of the above described tract, Beginning at a stone & 1, Burns' and Burnette's corner, and running thence N. $5\frac{1}{2}$ W. 13.50 to