

Whereas Philip Ritz one of the Parties of the first part has by agreement bearing even date herewith made and entered into by and between him as party of the first part and G W <sup>Lowerindyke</sup> Gowindyke Hinie M. Chase Almos H Reynolds Adolph Sellheim Baker & Boyer. Robert McCool Lewis Neace Joseph R Lewis and S C Wingard, creditors of Ritz and Painter Brothers, parties of the second part, assumed, undertaken and promised to pay the entire indebtedness of said firm to the said creditors, in consideration of the creditors agreeing to forbear to bring any suits against the said firm of which the said Philip Ritz is a member or against the said Philip Ritz on said claims, for and during the period of twelve months from this date, or in any manner to press the same, except as in said agreement Recited and set forth, And whereas the debts of said creditors amount to the sum of \$530 41/100 Dollars in Gold Coin due George W Lowerindyke. 310 00/100 Dollars in gold coin due Henie M Chase \$1020 00/100 Dollars in gold coin, due Almos H Reynolds, on the 11th of February 1874 with interest at the rate of one and one half per cent per Month in gold coin on \$1000 Dollars of that sum from said date \$480 96/100 Dollars gold coin due Adolph Sellheim on the 11th of February 1874 with interest in gold coin on \$471 57/100 of that sum from said date \$2476 70/100 Dollars in gold coin due Baker & Boyer on the 11th of February 1874 with interest on \$2426 96/100 of that sum from that date at the rate of one and half per cent per month in gold coin \$472 Dollars gold coin due Robert McCool with interest thereon from the 4th of September 1873, at the rate of one and a half per cent per month in gold coin \$700 Dollars gold coin due Lewis Neace with interest at the rate of One and a half per cent per month in gold coin from April the 7th 1873 \$500 Dollars currency due Joseph R Lewis with interest in currency at the rate of one and a half per cent per month from the 12th of August 1872, \$1270 Dollars Currency due S C Wingard with interest thereon from the second of October 1872 at the rate of one and a half per cent per month, less a payment of \$180 Dollars in gold coin made on or about the 18th of July 1873. The interest on all the above sums to run till paid

Now the said John F Boyer party of the second part his heirs and assigns is and are to proceed to sell convey and dispose of as speedily as possible the aforesaid real and personal property and with the proceeds thereof to discharge and fully pay off the claims of the aforesaid creditors, as aforesaid in the following manner to wit

First to pay off in full the claim of George W Lowerindyke second to pay off in full the claim of Henie M Chase Third to pay off proportionally, according to the ammount of their respective claims as aforesaid Almos H Reynolds Adolph Sellheim, Baker and Boyer, Robert McCool Lewis Neace Joseph R Lewis S C Wingard till the full sums of principal and interest due or to become due said creditors and each of them, shall <sup>be</sup> discharged Fourth the Said trustee is to pay all expenses of his said trust as they arise and after payment of the same and of the sums due said creditors as aforesaid, Shall reconvey to Philip Ritz one of the parties of the first part such portions of the real estate as aforesaid as well as of the personality as aforesaid as shall remain unsold. After the full execution of this trust as aforesaid

The interlinations "in block" on the third page in section twenty on the fifth page from the 4th of September 1874 and due Lewis Chase on the tenth page and the erasure of Henie M Chase were made before signing and sealing In testimony whereof and of all and singular the contents of this deed, The parties of