

exceeding in amount however, at any one time, the total sum of five thousand dollars, these presents are executed, the execution hereof, being a condition agreed upon between the parties, prior to the consent, on the part of said firm of William Woodward and Company, to extend to said James Sykes the credit aforesaid. Now this Indenture Witnesseth, that for and in consideration of the premises and of the sum of five dollars lawful money, to the party hereto of the first part paid, by the parties of the second part to these presents, at the sealing and delivery hereof, the receipt whereof is hereby acknowledged; the said James Sykes hath bargained, sold, conveyed and assigned, and by these presents doth bargain, sell, convey and assign unto the said William Woodward and William H. Baldwin Junior, Copartners as aforesaid, their executors, administrators and assigns. All the Cotton and other raw material sold by the said firm to the said James Sykes, and all other the material, and goods manufactured and unmanufactured, now in the aforesaid Factories, and in each of them, and also all cotton and raw material of every kind, and goods manufactured and unmanufactured, which may at any time or times during the continuance of this mortgage, be therein or be furnished by said firm or any new firm to him as aforesaid. So Have and Go Herold, the same and every part and parcel thereof unto the said William Woodward and William H. Baldwin Junior, as Copartners aforesaid, their executors, administrators and assigns, to their proper use and benefit forever. Provided Always, and these presents are upon this condition that if the said James Sykes or any person in his behalf, do and shall from time to time well and truly pay, to the said firm of William Woodward & Company, and to any new firm or Copartnership which may be hereafter formed, as above mentioned, all and every sum and sum of money, not exceeding in the whole five thousand dollars, which he may become indebted in, to them, either for raw material furnished, or for cash and negotiable paper or either, loaned and advanced by them to him; and all such indebtedness do and shall pay, adjust and finally settle upon the termination of the within recited arrangement, whether such termination be by notice, or by said Sykes ceasing to carry on the Factories as aforesaid, then this Indenture and every clause matter and thing herein contained, shall be absolutely null, void and of no effect. But if default should be made in payment as aforesaid, then it is hereby declared that the aforesaid firm of William Woodward and Company or the survivor of them, shall immediately upon such default, or as soon thereafter as convenient, sell all the material, goods, effects and property hereby mortgaged for the most that the same will produce, and