

payment of all the debts and sums of money of foresaid and now receipt of
 the same or any part thereof of good and sufficient acquittances and
 discharges therefor in whole or in part as the Case (maybe to give Execute
 and deliver) in Trust nevertheless that the parties hereto of the second
 part and the Survivor of them and the Executors and Administrators
 of the Survivor shall and will use their reasonable endeavours to
 possess themselves of the property and funds hereby conveyed and
 assigned and shall and will at such times and in such
 manner as the said Trustees or the Survivor of them or the legal
 representatives of the Survivor may think proper sell and dispose
 of for ready money or on Credit as by them maybe deemed most
 advisable the whole of the goods wares merchandize Chattels and
 effects of foresaid and as to the proceeds arising as well by such
 Sale or sales as by the Collection of the debts hereby assigned in Trust
 that the said John Nynson and ^{Daughter} William Hopkins or the Survivor of
 them or the legal representatives of the Survivor after deducting therefrom
 and retaining in their own hands the amount of all expenses
 necessarily attending the Execution of this Trust and a Commission for
 their labour and services in the premises of eight per Centum upon all
 Moneys that may be received by them or come to their hands by virtue
 of this assignment shall and will apply the residue of the avails
 of this Trust to or towards the payment and discharge of the just
 Claims of all such of the Creditors of the said William N. Norfolk
 as shall within fifteen days from the date of these presents Execute and
 deliver to the said Norfolk a full and final Release and discharge
 of their respective Claims against him that is to say ratably and
 proportionably if the fund be insufficient to satisfy the whole or
 to the full satisfaction and discharge of all such Claims if the fund
 be sufficient for that purpose, and the balance or surplus if any may
 remain shall and will pay over to the said William N. Norfolk or his
 legal representatives Provided always that the Share or portion of any
 Creditor or Creditors declining or omitting to Execute and deliver such
 release and discharge as aforesaid shall not be distributed among
 the assenting Creditors but shall be by the said Trustees paid over
 to the said William N. Norfolk and to for upon no other use trust
 intent or purpose whatsoever In witness whereof the said William
 N. Norfolk hath hereunto subscribed his name and affixed his
 Seal on the day and year first above written