

J. W. Watley

W.H. Payne

Rate of Sale

Know all men by these presents, that for and in consideration of the sum of twenty dollars, the receipt of which is hereby acknowledged, I hereby sell, convey and deliver unto William M. Walling, the following described property, to-wit: one eating or lunch car and located just north of the property the title to which I guarantee and defend, to-wit: one eating or lunch car and located just north of the Rayford restaurant on north main ^{and located} at the City of Alsea, and the amount given to me as a way place in City of Alsea and for a further of the delivery to me I hereby receive and hold the above described property of agents of W. M. Payne and agree to hold the same in my possession subject to his order, after verbal authority and to make no objection or ground of objection from the place where it is now located without his written consent and also to care for said property with respect to the said W. M. Payne for the consideration before stated and without any additional cost to him, it being expressly understood that said property is held at all times subject to the order of the said W. M. Payne.

The condition of the forgoing, shall be such that should I pay a certain note of seven £^{ts} to him with forty
dollars made payable to the said W. H. Payne or order, or as before mentioned or under such other arrangement
with him for the payment or extension of payment, then this instrument of writing is to be null and void, but
otherwise remain in full force and effect.

It is hereby agreed and understood between the parties hereto that in all cases of any disagreement or dispute
agreement with the said M.H. Payer for settlement or extension of the note hereupon described and hereunto made,
the said M.H. Payer or his agent, is authorized to make charge of the property before described without resort to law
and without let or hindrance or delay of the maker or makers of said note and without regard to any court
or other judicial proceeding by or against the maker or makers of said note.

Signed W. H. Payne

Intercourse:

Can monthly payments of \$1000 be made on the 10th of January with \$10000 every 30 days from the 1st of January for value received with interest from date of the present agreement at maturity. But not paid at maturity. It draws interest at the rate of the present agreement.

To draw interest at the rate of ten per cent per annum.

Witness:

Indian Territory, Washington District ss.

On Thurs day / May / 1906, purchased and delivered a Volney Fisher 4th above named to local district

W. H. Payne to my personally known and known named in the foregoing and human testimony, and acknowledge that he had submitted the same for the consideration and judgment of them as his free, voluntary act and deed. Witness my hand and seal as a Notary Public the day and year last above mentioned.

(Grac) Nature District 97.

Robert W. Meyer

Anthony Padellaro

Commissioner of Public Health, 5th Fl., 1910.

Filed for Record Aug 24, 1906, at 1:20 PM.

John A. Smith

Wesley Clark and Ex-officio Members