No. 246.

P. D. M
P. I. M
P. L.
C. L.
C. D
C. I.

W. C. Stout
To
Charles Vandever

Agreement

This agreement, made and entered into this the 29th day of March, 1906, by and between W. C. Stout of Tulsa, Indian Territory, party of the first part, and Charles Vandever, of Tulsa, Indian Territory, party of the second part. Witnesseth: In consideration of the sum of Two thousand dollars ($2000.00) and the performance of the agreements hereinafter set forth, on the part of each party hereto, to be performed, party of the first part does hereby sell, transfer, assign and deliver unto party of the second part, all his right, title and interest in and to the following described chattel property, the title to which said first party guarantees, to wit:

All the furniture and fixtures and appurtenances pertaining to and located in what is known as the Keota Barber Shop, said barber shop being located in what is commonly known as the Burcham Building which is situated on lot 6 in Block 90, in Tulsa, Indian Territory.

And also party of the first part hereby sells, assigns and transfers all his right, title or interest in and to a certain indenture of lease, of date June 28th, 1904, which said lease covers the room occupied for said barber shop, and which said lease is recorded in Book U at page 260 thereof, in the office of the Clerk of the U. S. Court, at Muskogee, Indian Territory.

Provided, however, and the assignment of said lease as above set forth, is upon the express condition that the party of the second part shall faithfully perform all his agreements specified in a certain chattel mortgage of even date herewith, between the parties hereto and which said chattel mortgage is for the sum of $1600 and covers the furniture and fixtures above described and said party of the second part hereby expressly agrees that in the event any of the obligations of said chattel mortgage are not kept by said party of the second part, then, in that event, said lease shall revert to said party of the first part and said party of the first part shall have the right to enter and occupy for his own use the store room occupied as said barber shop and party of the second part agrees to deliver up peaceable possession of the same, otherwise said assignment to be and remain in full force and effect.

This agreement shall be binding upon the heirs, executors administrators and assigns of each of the parties hereto. Executed in Duplicate.

In Witness whereof parties hereto have hereunto set their hands the day and year first above written.

W. C. Stout.

Chas. Vandever.

United States of America, Western Judicial District, Indian Territory.

Be it this the 30th day of March, 1906, personally appeared before me, the undersigned authority, a notary Public within and for the district and territory aforesaid, W. C. Stout and Charles Vandever and each of them being well known to me as the persons who signed the within and foregoing instrument, stated that they had executed the same for the purposes and considerations therein mentioned and set forth.

(Seal) Tulsa, Ind. Ter.

Jas. H. McBirney.
Notary Public.

My Commission expires 7/2-1906.

Filed for record July 24, 1906 at 9:00 a.m.

Otis Lorton

Deputy Clerk and Ex Officio Recorder.