

fourteenth February

This agreement - made this ~~tenth~~ day of ~~January~~ ~~eighteen hundred and ninety one.~~ between Cyrus H Walker <sup>and</sup> Mary F Walker his wife of Warm Springs County of Crook and State of Oregon of the first part - and Samuel A Lester and George O Lester of Warm Springs, said County and state

Witnesseth. that the said Cyrus H Walker <sup>and</sup> Mary F Walker his wife, in consideration of the covenants, on the parties of the second part, hereinafter contained, do covenant - and agree to and with the said Samuel A Lester <sup>and</sup> George O Lester, that in consideration of the sum of twelve hundred and ~~fifty~~ <sup>five</sup> dollars (of which ~~twenty~~ five dollars is in hand paid and hereby acknowledged) they hereby relinquish all their right, title and interest - to all cattle branded thirty six, thirty nine or half circle A (36 39 x A) or other cattle or unbranded increase known to belong to these brands, or band of cattle, owned by them. And they also agree to relinquish on or before the first day of April eighteen hundred and ninety one, all right, title and interest - in a certain parcel of land held as a Homestead and described as follows, Lots 5 in Sec 20, lot 1 and N 8<sup>th</sup> W 4<sup>th</sup> Sec 29 & lots 1, 2, 3, 4 & 5 - Sec 30 in Township 9 S of Range 13 E, containing 172 <sup>40</sup>/<sub>100</sub> acres, and together with all tenements, farming implements and appurtenances thereto belonging, <sup>and</sup> also all hay and grain now upon the same of which possession

is this day given.

And the said Samuel A. Lester and George O Lester in consideration of the covenants of the parties of the first part, do covenant and agree with the said Cyrus H Walker and Mary F Walker his wife, that in addition to the ~~twenty~~ five dollars this day paid to the parties of the first part they will on or before the first day of April eighteen hundred and ninety one, pay them the sum of six hundred dollars, and in one year from said first day of April eighteen hundred and ninety one will pay them the further sum of six hundred and ~~twenty~~ five dollars, giving a promissory note for the same bearing ten percent interest from above date. And it is further agreed between the parties hereto that the party that shall fail to perform this agreement on their part, will pay to the other the full sum of two hundred <sup>and</sup> fifty dollars as liquidated fixed and settled damages.

They will on or before the first day of April eighteen hundred and ninety one, pay them the sum of six hundred dollars, and in one year from said first day of April eighteen hundred and ninety one will pay them the further sum of six hundred and ~~twenty five~~ dollars, giving a promissory note for the same bearing ten percent interest from above date. And it is further agreed between the parties hereto that the party that shall fail to perform this agreement on their part, will pay to the other the full sum of two hundred <sup>and</sup> fifty dollars as liquidated fixed and settled damages.

In witness whereof we have hereunto set our hands and seals the day and year above written

Sealed and delivered  
in the presence of  
D. W. Butler  
Attorney,

Cyrus H. Walker      L S }  
Mary F. Walker      L S }  
Samuel A. Lester      L S }  
Geo. O. Lester      L S }