

West half of said Northeast Quarter of section 10, township 17 North, Range 12 East in the Creek Nation, Oklahoma, is this date, which damages were this day sold and assigned to said party of the first part by said Row Grayson.

Said parties of the second part agree to pay their own expenses should they be required to attend court away from their homes in the prosecution of said suit or suits and the performance of their duties under this contract but said parties of the second part shall not be liable for any court costs, witness fees, or other expenses attending said suit; and the representation of the said party of the first part in the matters aforesaid.

Said party of the first part shall not by this contract be precluded from compromising any claim he may have against any person growing out of the title to said lands or said claim of damages, provided, however, that if by the terms of any compromise that may be made the amount of the recovery of said damages should be reduced so that the same will be less than the entire amount due for said conversion then in order to relieve said first party from paying said second parties the full $\frac{1}{2}$ of $\frac{3}{4}$ of said damages resulting from said conversion said compromise shall be constituted to and approved in writing by said parties of the second part but such consent and approval need not be written or endorsed upon the instrument evidencing said compromise, but may be in a separate instrument.

Let witnesses whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

N. M. Schultz.

Ed Hutchings, Murphy & German, per W. P. German.

William P. Q. German.

William D. Hutchings.

Geo. E. Murphy.