

present, file suit and do and perform all things necessary to recover said land for party of the first part, and reposes confidence in the integrity and ability of the party of the second part and desires to employ him as his attorney at law to file suit and prosecute and present his claim and demand in and to the said recovery, and

Whereas, party of the first part does not have the cash with which to pay a fee for said services and desires to employ second party on a contingent basis of one half of the recovery had in said suit and to secure the payment of said fee by the delivery of his warranty deed to an undivided one half interest in and to said above described lands to the second party.###

Now, therefore, for and in consideration of the payment of \$1.00 and other good and valuable considerations, and the services hereby performed, and hereafter to be performed, party of the first part does by these presents employ second party as his attorney at law to prepare, present and prosecute his claim and demand in and to the recovery of said land, to file suit and do and perform all things necessary to recover for said party of the first part, the above described land, and party of the first part agrees to pay for said services one half of all sums of money, credits, lands, and other things of value which may be recovered herein. Second party agrees to accept employment and agrees to accept said fee of one half of the recovery herein for all services performed and to be performed.

It is mutually understood and agreed between the parties hereto that neither party to this contract may settle or compromise the claim of the first party without the consent and knowledge of the other party.

It is further understood and agreed by and between the parties hereto that this contract shall be binding upon the heirs, executors, administrators and assigns of the parties hereto.

In witness whereof, we have hereunto set our hands the day and year first above written.

Willie J. Herrick, Party of the first part.
A. C. Swanson, Party of the second part

State of Oklahoma)
Muskogee County) SS Before me, the undersigned, notary public, in and for said County and State, on this 9th day of February, 1923, personally appeared Willie J. Herrick, Creek Indian number 9656 and A. G. Swanson, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year first above written.

My commission expires Jan. 10. 1926. (SEAL) J. A. Lathim, Notary Public.

Filed for record in Tulsa County, Okla. on Feb. 12, 1923, at 9:00 A.M. and duly recorded in book 432, page 585, By Brady Brown, Deputy,

(SEAL) O.G. Weaver, County Clerk.

221485 - BH

COMPARED

PARTIAL RELEASE OF MORTGAGE.

Know all men by these presents: Whereas, on the 3rd day of November, 1922, a certain mortgage was executed by Blanche B. Drum and B. M. Drum ^{her Husband} mortgagors, to Home Building and Loan Association, a corporation, mortgagee, for the sum of two thousand dollars (\$2,000.00) upon the following described real property and premises, situate in Tulsa County, State of Oklahoma, to-wit: