

and carefully prosecute said cause of action to a conclusion in behalf of the party of the second part and if said action is defeated to claim no further compensation, but in the event that said party of the first part shall recover any sums in said action, whether as a result of judgment or settlement, said party of the first part shall be entitled to and shall receive a sum equal to one-half (1/2) of such recovery and title to one-half (1/2) of all real estate recovered as full compensation and the second party hereby agrees and designates first party his true, sole and lawful attorney in these matters and hereby assigns and sets over to said first party one-half (1/2) of all sums recovered by him in said actions and title to one-half (1/2) of all real estate recovered.

THIS AGREEMENT is to be binding upon the heirs, executors and assigns of the parties hereto.

WITNESS our hands and seals the day and year first above written.

R.W. Kellough,
Party of the first part.

W.A. Brummett,
Party of the Second part.

Guardian of Mary S. Brummett
and Sarah B. Brummett, Minors.

STATE OF OKLAHOMA,)
COUNTY OF TULSA,)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 21st day of January, 1924, personally appeared W. A. Brummett, to me known to be the identical person who executed the above and foregoing contract, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my notarial seal the day and year last above written.

My Com. Exp. March 11, 1925.

(SEAL) E. Lamoin Morse, Notary Public.

This contract approved this 22 day of January, 1924.

John P. Boyd, County Judge.

Filed for record at Tulsa, Tulsa County, Oklahoma, Jan. 23, 1924, at 1; o'clock P.M. and recorded in book 443, page 191.

By Brady Brown, Deputy.

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

#249576 NS

RELEASE OF MORTGAGE

WHEREAS, heretofore on the 28th day of December, 1916, Stanford Berryhill and his wife, Caroline Berryhill, executed to J.M. Ricks, a real estate mortgage covering Lots Three (3) and Four (4), and East Half (1/2) of the Southwest Quarter (1/4) of Section Eighteen (18), Township Seventeen (17) North, Range Thirteen (13) East, Tulsa County, Oklahoma, to secure the payment of Twenty-three Hundred (\$2300.00) Dollars, said mortgage appearing of record in the office of the County Clerk of Tulsa County, Oklahoma in Book 205, page 158; and

WHEREAS, the said J.M. Ricks is now deceased, and in the distribution of his estate, under and by virtue of final decree of the County Court of Creek County, Oklahoma, the title to the note secured by said mortgage, and said mortgage were transferred to Jean Ricks, Agnes Elizabeth Ricks and James Moore Ricks, Jr., minors, of whom Ethel Ricks, is guardian; and

WHEREAS, the debt secured by said mortgage has been fully paid.