

On this 20th day of February, 1. D., 1923, before me, the undersigned, a Notary Public, in and for the county and state aforesaid, personally appeared G. T. Braden, to me known to be the identical person who executed the within and foregoing instrument 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.

My commission expires November 8, 1924. (SEAL) S. J. James - Notary Public

Filed for record at Tulsa, Tulsa County, Oklahoma, Mar. 1, 1923 at 9:45 o'clock A. M. and recorded in Book 444 Page 178.

By Brady Brown - Deputy (SEAL) O. G. Weaver - County Clerk.

223144-ACM

CONTRACT.

COMPARED

THIS AGREEMENT, made and entered into this 27th day of February, 1923, by and between Cherokee Boles, hereinafter called first party, and A. G. Swanson, hereinafter called second party.

WITNESSETH, THAT

WHEREAS, first party is a Creek Indian, duly enrolled as such opposite Roll number 9039, and by reason of such enrollment received as a part of her distributive share of the lands of the Creek Nation, the following described lands to-wit:

The North half (N $\frac{1}{2}$) of the North half (N $\frac{1}{2}$) of the Southwest quarter (SW $\frac{1}{4}$) of Section Thirteen (13) Township Eighteen (18) North, Range Fourteen (14) East, Tulsa County, Oklahoma, and

WHEREAS, persons other than first party are in possession of said lands, and holding same adversely to first party, and claiming title thereto by certain guardianship proceedings which party of the first part assert to be invalid, void and of no force and effect, and

WHEREAS, party of the first part desires to employ counsel to prepare, present, file and do and perform all things necessary to recover said land for the first party, and reposes confidence in the integrity and ability of the party of the second part and desires to employ him as her attorney at law to file suit and prosecute and present her 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 her 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 herein performed and hereafter to be performed, party of the first part does by these presents employ second party as her attorney at law to prepare present and prosecute her 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 first party the above described land, and first party agrees to pay for said services one half of all sums of money, credit, lands, and other things of value that may be recovered herein. Second party agrees to accept said employment and agrees to accept said fee of one half of the recovery herein for all services performed and to be performed in the said recovery.

It is mutually understood and agreed between the parties hereto that neither party of 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.