

CONTRACT.

This agreement, and contract made and entered into this 15th day of April 1924, by and between Wm. A. Killey and Harry F. Egan attorneys at law, of Muskogee, Oklahoma, as first party, and Lena Jackson, of Muskogee, Oklahoma, as second party.

Witnesseth: That second party has this day, and does hereby employ first party to institute, manage and prosecute all proper and lawful actions, in the court having jurisdiction thereof, to recover for first party the following described real property and lands, to-wit:

The E.20 acres of lot 7, and the east 5 acres of the NW 10.73 acres of lot 7, and the SW 10.80 acres of lot 7, all in section 6, and the NE $\frac{1}{2}$ of the NW $\frac{1}{2}$, less 1.72 acres railroad right of way and the W $\frac{1}{2}$ of the SE $\frac{1}{2}$ of the NW $\frac{1}{2}$ of the NE $\frac{1}{2}$ and the SW $\frac{1}{2}$ of the NW $\frac{1}{2}$ of the NE $\frac{1}{2}$, all in section 8 and lot 4 and lot 3, less 1/31 acres railroad right of way, all in section 9, and the SE $\frac{1}{2}$ of the SW $\frac{1}{2}$ of section 6, all in township 19 north, range 10 east of the Indian Base and Meridian, and being the allotment of Lena Jackson a minor Creek Freedman, No. 154, in Tulsa, County, Oklahoma, and first party agrees to manage, institute and diligently prosecute such proposed litigation, and to use and employ his best endeavor in behalf of second party in the prosecution of such actions as may be instituted for the recovery of said lands, and for the services of first party in that behalf second party agrees to pay first party a sum equal to fifty (50) per cent of the value of the recovery in such action or actions, whether the same be in lands or money; second party agrees to advance all necessary costs and expense for the institution and prosecution of said proposed actions, said expense to be deducted from the value of the recovery and the above attorney's fees to be based on the net recovery thus found, and which fee shall be in full for first party's services, and in the event such proposed actions shall be unsuccessful, no compensation shall be claimed by first party.

It is further agreed and understood that second party shall not dismiss any such actions as may be instituted hereunder by first party, nor settle nor compromise the same, nor assign, transfer, mortgage nor otherwise deal with said lands without the written consent of first party in such form as to be entered a matter of record.

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

Harry F. Egan,
Wm. A. Killey, First party.
Lena Jackson, Second party.

State of Oklahoma, County of Muskogee, SS,

Before me the undersigned, a Notary Public in and for the County and State aforesaid, on this 15th day of April, 1924, personally appeared Lena Jackson, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

(SEAL) Madge H. Moore, Notary Public Muskogee County, Okla.
My commission expires May 7, 1925.

Filed for record in Tulsa County, Okla. on April 19, 1924, at 1:00 P.M. recorded in book 448, page 574, Brady Brown, Deputy.

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