

herein above described, and to defend if need be in the judgment of said second parties any suit or suits or proceedings involving her interest and claim in said premises,

It is stipulated and agreed that said second parties shall have full and exclusive control over said proceedings, suit or suits untill final termination thereof, including the prosecuting or defending of any appeal or appeals from any such proceeding, suit or suits. It is further stipulated and agreed that said second parties shall be and they are hereby given full and complete authority to adjust settle or compromise on such terms and basis and for such consideration as in their judgment may seem fair and equitable to the claims and interest asserted by party of the first part herein in said lands; and that any adjustment, compromise or settlement that may be made by said second parties; for and on behalf of said first party as to her claims and interest in said lands as aforesaid, are hereby ratified and shall be performed and carried out by first party hereto, her heirs and assigns, as fully and to all intents and purposes as if the rights and interest claimed by first party hereto in said lands had been adjudicated, determined and settled by decree of Court of last resort in any appropriate proceeding, suit or suits for that purpose.

Party of the first part in consideration of the services to be performed in her behalf by said second parties as herein set out, agrees to pay to said second parties a sum of money equal to the value of one-half of such interest in said lands, or any or same, as may be recovered for her in said proceedings, suit or suits or by any adjustment, settlement or compromise in her behalf made and obtained by said second parties as herein provided, or upon such recovery being made and had in her behalf, either by judgment, decree, adjustment, settlement or compromise said party of the first part will convey to said parties of the second part in equal portions, their heirs and assigns, in the total one-half of said lands and such interest in said lands so recovered or obtained for her as aforesaid by said second parties upon the election of said second parties or either of them, or their heirs or assigns, to take such conveyance in lieu of the cash payment herein provided, and such interest in said lands to vest in said second parties, their heirs and assigns as of this date, and shall include and embrace any and all values, profits and accruals of every kind whatsoever, of or pertaining to said lands from and after this date.

Said parties of the second part hereby accept employment under this contract for the consideration herein stated and agree to exercise their best skill and endeavors in rendering the service herein contemplated, said first party shall bear the costs and expenses necessary in the carrying out of the terms of this contract,

This contract to be binding on all the parties hereto, their heirs and assigns respectively,

Witness our hand this 20th day of JULY, 1923,

Nancy Tecumseh *Party of the first part.*
S. B. Dawes }
Luther Kyle } *Parties of the second part.*

State of Oklahoma }
Muskogee County } ss

Before me, a Notary Public in and for said State and County, on this 20th, day of July, 1923, personally appeared Nancy Tecumseh, to me known to be the identical person who executed the above 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, and I hereby so certify,

Witness my hand and seal as such Notary Public, at Muskogee Oklahoma, this 20th, day of July, 1923,
My Commission expires Jan, 22, 1924. (seal) Imogene Hayes, Notary Public,