

and possessed of an allotment of lands in the Creek Nation, hereinafter particularly described; and Whereas, as such sole and only heir at law of said decedent, the said Lizzie Grayson, is possessed of an estate of large value, being said lands and other real state now held and owned by her, together with the rents, revenues, profits and royalties accrued, accruing and to accrue therefrom, which she feels herself unable to properly handle, manage and control; and

Whereas, the said Lizzie Grayson, reposing confidence in the integrity and ability of G. F. Bucher of Muskogee, Oklahoma, is desirous of granting, giving, and conveying to the said G. F. Bucher, her entire estate, 10 per cent thereof to be his absolute and in his own right, 10 per cent thereof to be paid by him to my attorneys, Linebaugh, Pinson & Fite, of Muskogee, Oklahoma, who are this day appointed as such by joint contract between myself, joined by my husband, and said firm, which said contract is approved by G. F. Bucher, trustee and attorney in fact, and the remainder of said estate to be held and administered by said G. F. Bucher, for my use and benefit; and

COMPARED

Whereas, the said Lizzie Grayson, joined by her husband, George W. Grayson, and G. F. Bucher desire to enter into a written memorandum, setting forth their understandings, undertakings and agreements;

Now, therefore, this memorandum of agreement, this day made and entered into by and between Lizzie Grayson, joined by her husband, George W. Grayson, hereinafter styled party of the first part, and G. F. Bucher, hereinafter styled party of the second part:

Witnesseth: That for and in consideration of the sum of one and no/100 dollars, cash in hand paid by the second party, to the first parties, the receipt whereof is hereby acknowledged, and confessed by first parties, and the mutual undertakings and agreements to be done and performed by the parties hereto as hereinafter set forth, first parties have given, granted, bargained, sold and conveyed, and by these presents do hereby give, grant, bargain, sell and convey unto the second party, the following described land, situated in Tulsa County, Oklahoma, to-wit:

West half of northwest quarter of southeast quarter
and south half of southwest quarter of northeast quarter
of section nineteen (19) township twenty one (21)
range thirteen (13) east, and the following described land situated in

Craig County, Oklahoma, to-wit:

Southwest 10.57 acres of lot two (2) of section thirty
(30) township 25 north, range 21 east

together with all money now on deposit in the office of the Superintendent for the Five Civilized Tribes, or elsewhere, as accrued rent, revenue, profit or royalty from afore said described land, or any other land or estate owned, held or controlled by first parties.

It is agreed and understood by and between the parties hereto that ten (10) per cent, or a one-tenth portion of said above described land and aforementioned moneys, shall be and become the property of the second party, absolute and in his own right, to him and his heirs forever; and ten per cent or a one-tenth portion thereof, shall be and become the property of Linebaugh, Pinson and Fite, a firm of attorneys of Muskogee, Oklahoma, composed of D. H. Linebaugh, Paul Pinson and F. Bertow Fite, Jr., absolute, and in their own right, as compensation for services performed and to be performed by them under the attorneys' contract executed by the parties hereto on this day.

And the remainder, eighty (80) per cent of said estate, or eight-tenths portion thereof, shall be held by second party, controlled, managed and invested by him, for the use and benefit of the first parties, and out of the rents, revenues and profits derived from the management and control of said estate an amount shall be paid by second party