

241185 C.M.J.

CONTRACT OF EMPLOYMENT

COMPARED

THIS CONTRACT, Made and entered into this 1st day of October, 1923, in quadruple, by and between Leo Bennett Escoe, a single man, of McIntosh County, Oklahoma, party of the first part, and Harry Smith of Muskogee, Oklahoma and Lewis B. Flowers of McIntosh County, Oklahoma, parties of the second part, WITNESSETH:

That WHEREAS, the said party of the first part has arrived at the age of majority on this date, that is to say the the age of 21 years, and said first party has come into possession of a large and valuable estate consisting of both real estate and personal property, and being inexperienced in the transaction of business matters, the handling of lands and money, and desiring the services of the parties of the second part, who are experienced in such matters,

It is therefore agreed by the parties hereto that the party of the first part employ the parties of the second part and each of them jointly and also separately and the survivor of them for a term of one year from this date and second parties accept such employment and on behalf of the first party agree to manage, lease and care for all of the lands and improvements thereon of the party of the first part in the State of Oklahoma, described as follows:

Lot three (3) and Lot four (4) of Section 1, Township 15 North, Range 12 East, Okmulgee County, Oklahoma.

East thirty, forty-five and one hundred (30-45-100) acres of Lot one (1) of Section three (3), Township 15 North (N.) Range 12 East (E.) Okmulgee County, Oklahoma.

East Half (E. $\frac{1}{2}$) of South West Quarter (S.W. $\frac{1}{4}$) of South East quarter (S.E. $\frac{1}{4}$) and East Half (E. $\frac{1}{2}$) of West Half (W. $\frac{1}{2}$) of South West quarter (S.W. $\frac{1}{4}$) of Section 8, Township 17 North, Range 12 East, Creek County, Oklahoma.

West Half (W. $\frac{1}{2}$) of South East quarter (S.E. $\frac{1}{4}$) of South West quarter (S.W. $\frac{1}{4}$) of Section twelve (12), Township 16 North, Range 12 East (E.) Tulsa County, Oklahoma.

All of Lot 9, Block 69, according to official plat thereof, in the town of Checotah. The west 100 feet of Lot six (6), Block 53, according to official plat thereof, in the town of Checotah, McIntosh County, Oklahoma.

To repair any buildings requiring same, to insure the same against loss or damage by fire, to make arrangements with tenants and to accept surrenders of leases, and generally to deal with the said land or any part thereof as the party of the first part could do personally.

To assist the party of the first part in settling up his accounts with his former guardian during minority, in order that the said guardian may make full payment to party of the first part of any sums of money that may be due to him, less any proper deductions. To help check up all accounts that may be due, collecting past due rents, interest or other sums of money that may be due to first party, to aid him in settling the litigation now in progress in connection with a portion of this land. The parties of the second part further agree that they will at all times consult with and keep first party fully advised of all steps that are being taken upon his behalf in the management of his estate, deposit all funds to his credit in the First National Bank of Muskogee, Oklahoma now designated by him, said depository to be changed from time to time as he may see fit, less all proper advancements and expenses that parties of the second part may be required to pay in managing and caring for the said property, such expenses heretofore mentioned to include traveling expenses, abstract fees, advancements of money, employment for labor, etc.

It is further agreed that in case it is necessary to employ an attorney, the parties