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C.J.

COMPARED

CONTRACT OF EMPLOYMENT.

THIS CONTRACT AND AGREEMENT, made and entered into this the 11th day of January, 1924, by and between Bedford Godwin of Tulsa, Oklahoma, party of the first part, and Lewis & Wortman, Attorneys at Law, parties of the second part, witnesseth:

THAT, WHEREAS, the said party of the first part is an heir at law to the estate of his wife, Stella Godwin, nee Bruner, deceased, who departed this life on the 7th day of January 1924, in Tulsa County, Oklahoma, and who left an estate consisting of lands, notes, bills and accounts receivable and funds in the hands of the U. S. Indian Agency of Muskogee, Oklahoma, and other property; and

WHEREAS, the said party of the first part is desirous of having an administrator appointed over the estate of his said wife, Stella Godwin nee Bruner, and to have the said estate administered according to law and distributed to the heirs thereof and closed at the earliest possible date; and

WHEREAS, the said party of the first part is desirous of employing the said parties of the second part to represent him as attorneys at law in all matters pertaining to the administration, and distribution of said estate and as to securing a decree of the County Court of Tulsa County, Oklahoma, adjudging and decreeing said party of the first part to be an heir to the estate of the said Stella Godwin nee Bruner, deceased, and to present any claims he may have as an heir at law to the estate of his wife, Stella Godwin nee Bruner, to the Superintendent for the Five Civilized Tribes, for a distribution of any funds belonging to said estate and to secure an order from the County Court of Tulsa County, Oklahoma or the District Court of Tulsa County, Oklahoma, and adjudging, ordering and decreeing to the party of the first part the homestead rights of the said first party in and to the following described real estate, situate in Tulsa County, State of Oklahoma, to-wit:

The Southeast quarter of the Southeast quarter of Section 6, Township 19 North, Range 12 East, according to the U. S. Survey thereof,

and to do all things necessary to secure a just distribution of and of said property to which the first party may be entitled.

IT IS THEREFORE AGREED, by and between the parties hereto that for and in consideration of a contingent fee to be paid by party of the first part to parties of the second part, of one-third of any and all sums, moneys, lands, properties and other things of value recovered or obtained by virtue of said distribution or by virtue of any settlement mutually agreed upon by the parties hereto, or recovered in any other manner by and through the services of the parties of the second part or by and through any of the above mentioned proceedings, presentation of claims and court litigation, the parties of the second part hereby agree to represent the party of the first part as his attorneys at law in and about all of the above mentioned proceedings and to render due, diligent and faithful services and at all times to work for the best interests of said first party in an attempt to secure a rightful, final and just distribution of any and all properties to which the party of the first part may be entitled as aforesaid, said fee to be due and payable at the time of said recovery or at the time of the said mutual settlement above mentioned.

It is further agreed that in event of no recovery in this case, that the party of the first part shall owe the parties of the second part no attorney fee whatsoever.

It being further agreed and understood that the parties of the second part shall have upon said described land and upon any interest therein owned by party of the first part, a lien to the extent of the above mentioned attorney fee and that said lien shall attach and become effective from and after the date of the execution of this instrument.

It is further understood and agreed that the party of the first part will co-operate with and team-work with the parties of the second part and will not make or attempt to make