

It is specially understood that this agreement particularly refers to the riparian ownership or interest heretofore mentioned and that said second party shall exert his best efforts in recovering said property or riparian rights or making settlement thereof.

It is further agreed that no settlement or compromise shall be made by any of the parties to this contract without the written consent of all the other parties hereto and that the terms and conditions hereof shall be binding upon and for the benefit of the heirs, successors and assigns of the parties hereto.

COMPARED

It is further understood and agreed that the party of the second part may employ anyone he may see fit to assist him in carrying out the terms and conditions of this agreement, but that said second part shall pay to said party or parties so employed their compensation from and out of his recovery or compensation herein, said first parties to not be responsible therefor.

In the event that parties of the first part should constitute said second party as their attorney-in-fact or give him a Power of Attorney then the above stipulation as to a compromise or settlement without the written consent of all other parties hereto shall not apply.

It is further agreed by the parties hereto that said second party shall receive One Half or Fifty Per Cent of any and all sums of money accruing from said land or riparian rights as Bonus, royalties or rents or have heretofore accrued therefrom, the same being a portion of the compensation of said second party for his services herein which sums shall be paid direct to said second party upon determination of the matters herein set forth.

It is further understood that said second party accepts said employment and agrees that the compensation hereinbefore mentioned shall be in full settlement of his services rendered, said parties of the first part to be held harmless in the event no recovery, settlement or compromise be made herein.

WITNESS their hands the day and year first above writte.

Mary Porter nee Mackey

Phillip Mackey

Lovely Mackey

Thomas C. Swanson

State of Oklahoma, }
County of Muskogee, } S.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 10th day of July, 1923, personally appeared Mary Porter nee Mackey, Phillip Mackey and Lovely Mackey, known to me to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written

My commission expires 5/22/1924 (Seal) Gladys Fearnside, Notary Public.

The terms and conditions of the above agreement are hereby agreed to by me this 10th day of July, 1923

W. C. Porter

Husband of Mary Porter

Filed for record in Tulsa, Tulsa County, Oklahoma on May 15, 1924 at 4.20 o'clock P. M. in Book 485 page 326

Brady Brown, Deputy

(Seal)

O. G. Weaver, County Clerk

--- TREASURER'S ENDORSEMENT ---

I have certified that I received \$1.00 and issued Receipt No. 14940 for payment of mortgage

Done at 16 May 1924
W. C. Porter, County Clerk

COMPARED

THIS INDENTURE, Made this 9th day of May A. D. 1924, by and between C. A. Graham and Nora Graham, his wife, of Tulsa County, State of Oklahoma, parties.