

251159 C.J.

CONTRACT

COMPARED

THIS CONTRACT AND AGREEMENT ENTERED INTO, this the 14th day of February, 1924 by and between Louisa Brown, party of the first part and Wash E. Hudson, party of the second part,

WITNESSETH: That,

WHEREAS, party of the first part is a full blood Creek Indian, enrolled opposite Roll No. 4775, and,

WHEREAS, said party of the first part is the owner of the following described real property, to-wit:

North Half ( $N\frac{1}{2}$ ) of the Northeast quarter ( $NE\frac{1}{4}$ ) and the East Half ( $E\frac{1}{2}$ ) of the Northwest Quarter ( $NW\frac{1}{4}$ ) of Section Seven (7), Township Nineteen (19) Range Twelve East (12), Tulsa County, State of Oklahoma, and,

WHEREAS, the party of the first part obtained her title to the above described property in the following manner; That said property was originally allotted by the United States Government to one Charlie Berryhill; that the said Charlie Berryhill was duly enrolled upon the Tribal Rolls opposite No. 4776; that the said Charlie Berryhill was the son of party of the first part, Louise Brown; that the said Charlie Berryhill is now deceased, and that the said Louisa Brown is the sole and only surviving heir of the said Charlie Berryhill, and for that reason became the owner in fee simple of the above described property, and,

WHEREAS, the said Charlie Berryhill in his life-time executed a certain oil and gas lease to the above described property, and,

WHEREAS, said oil and gas lease has become void thru duration of time and operation of law, and,

486 WHEREAS, said purported oil and gas lease so executed as aforesaid, is a cloud upon the title to the above described property, and

WHEREAS, said party of the first part, Louise Brown is desirous of clearing the title of the above described property free from any oil and gas lease or leases so that the said Louise Brown may execute an oil and gas mining lease upon said property, and

WHEREAS, party of the second part is an attorney at law and duly licensed to practice his profession in this State, and

WHEREAS, said party of first part is desirous of employing said party of second part as her attorney to represent her and to clear the title to the above described property;

NOW THEREFORE, for and in consideration of one Dollar in hand paid, the receipt of which is hereby acknowledged, and for other valuable considerations as herein after set forth, party of the second part agrees and contracts and by this instrument and contract undertakes to begin immediately and within a reasonable time to clear the title to the above described property by such proceedings as are necessary at law. Party of the second part further agrees to use his best efforts and to use diligence in performance of this contract.

IT IS FURTHER AGREED AND UNDERSTOOD by and between the parties hereto, that when the said party of second part, Wash E. Hudson, has cleared the title to the above described property and rendered it free from any oil and gas leases or any purported oil and gas lease, then and in that event, party of the first part, Louisa Brown, as compensation to the said Wash E. Hudson, an oil and gas mining lease, subject to the approval of the County Court of Creek County, State of Oklahoma, or if necessary the Secretary of Interior.

IT IS FURTHER AGREED AND UNDERSTOOD, That party of the first part by this contract employs the said Wash E. Hudson as her attorney at law, and in fact, to do any and all things necessary to clear the title to said property, and that the said Wash E. Hudson, shall receive for his said services so rendered, an oil and gas mining lease upon the above described property, the same made subject to the approval of the County Court of Creek County.