

270513 C.J.

ATTORNEY'S CONTRACT

THIS AGREEMENT Made and entered into this the 22 day of October, 1924, by and between Austin Frank, Creek Indian Roll No. 7155, and Betsey Frank, Creek Indian Roll No. 3233, and Lydia Malone, nee McKellop, Creek Indian Roll No. M234, parties of the first part, and J. S. Severson, party of the second part,

WITNESSETH:

THAT WHEREAS, the parties of the first part are heirs at law of the following Creek Indians, to-wit:

Stanwaitie, Creek Indian Roll No. 5384, deceased, to whom there was allotted the following among other land, to-wit: the North Half (N $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 22, Township, 18 North, Range 12 East, containing 80 acres more or less, and the East Half (E $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 16, Township 18 North, Range 12 East, in Creek County, Oklahoma.

Joseph Stanwaitie, Creek Indian Roll No. 5386, deceased, to whom there was allotted land to-wit: the Northwest Quarter (NW $\frac{1}{4}$) of Section 15, Township 18 North, Range 12 East Tulsa County Oklahoma, containing 160 acres more or less.

AND WHEREAS, the parties above named are the owners of undivided interests in said tracts of land, and there are other parties holding them out of possession thereof, and unlawfully claiming and asserting possession, title and ownership of the entire tracts, and suits are now pending in the District Court of Tulsa County, Oklahoma, seeking to divest all title thereto from the first parties hereto, it is necessary for the first parties hereto to defend said suit or suits to have their rights therein determined and in order to do so have employed the second party, J. S. Severson, to bring and prosecute said suits, and said second party has accepted such employment.

NOW THEREFORE, it is mutually agreed by and between the parties hereto, that said second party shall represent them in said suit in said Court or in the Supreme Court in case of appeal in order to determine their ownership and title to the lands above described, and first parties shall pay all court costs and expenses incident thereto, and said first parties further agree to pay said second party, as his attorney fees one half of all money that may be recovered as rents royalties and profits which shall include 1/2 of all money now in Union Agency at Muskogee and also deed and cause to be deeded, by proper deeds, to be approved by the proper court, as required under the acts of congress one half of all their interests in the land that may be recovered in behalf of said first parties in said actions.

It is further expressly agreed and understood between the parties hereto that this agreement shall operate to vest title in party of the second part, and the interests of the first parties in and to the lands herein described is especially bound for the payment of services rendered and to that intent they hereby bargain, sell, convey such interest to said second party.

In Witness Whereof Parties Hereto Hereunto set their hands this 22 day of October, 1924.

Makers name signed by me in his presence
and at his request.

Ellis B. Childers

Makers name signed by me in his
presence and at his request.

Ellis B. Childers

Makers name signed by me in her
presence and at her request.

Witnesses:

W. M. McKellop

Lydia Malone nee McKellop
his

Austin X Frank
mark

her
Betsey X Bell formerly Frank
mark