

MEMORANDUM OF AGREEMENT.

Made and entered into this 20th day of March, 1909, by and between Sammie Naharky, and Susie Naharky, his wife, of Tulsa County, Oklahoma, parties of the first part, and W. D. Abbott and George T. Brown, Law Partners practicing under the firm name and style of "Abbott & Brown", of Tulsa, Oklahoma, parties of the second part:

WITNESSETH: That the parties of the first part have this day retained and employed and do hereby retain and employ the parties of the second part, as their attorneys and representatives to commence and prosecute to final conclusion such legal proceedings as may be deemed necessary by the parties of the second part, for the recovery of the following described land, situate in Tulsa County, Oklahoma, to-wit:

The Northwest Quarter of the Southwest Quarter of Section Twelve, Township 19 North, Range 12 East, and do hereby authorize and direct the parties of the second part to take any and all steps which may be necessary, incidental or proper in the judgement of the parties of the second part, for the recovery of said land, including the commencement and prosecution to final conclusion a suit to set aside a certain pretended deed of conveyance, which appears of record and embraces the land above described, purporting to have been executed by Sammie Naharky and where the name of H. M. Stonebraker appears as grantee, said deed being of date March 18th, 1909.

The parties of the second part do hereby accept the employment aforesaid and upon the terms hereinafter set out.

In consideration whereof, the parties of the first part agree and bind themselves to convey to the parties of the second part an undivided One Half ($\frac{1}{2}$) interest in and to any and all lands recovered for the parties of the first part, by the parties of the second part, or at option of second parties a sum equal in amount to $\frac{1}{2}$ value of the interest in said lands, owned by said Sammie Naharky, and further agree to pay to the parties of the second part one-half ($\frac{1}{2}$) of any and all moneys recovered by, through or on account of the services of the said parties of the second part, or any person or persons employed by them.

It is further agreed and understood as a part of the consideration hereof, that in the event any action or proceeding commenced by the party of the second part shall be compromised before the final determination of said suit or action, that the parties of the second part shall receive the compensation herein provided for and on the same terms as though the said actions had been prosecuted to final conclusion by the parties of the second part. And the parties of the first part do hereby give and grant unto the parties of the second part the exclusive right and authority to adjust, compromise and settle any and all of said suits at law or legal proceedings, and as a part of the consideration thereof, the parties of the first part do hereby agree that they will pay all costs and actual expenses incurred in connection with the prosecution, adjustment or settlement of said actions or legal proceedings.

It is further agreed and understood that the parties of the second part shall have a lien upon any right, title or interest which the parties of the first part may now have or may hereafter acquire in the lands above described and shall have a lien upon any judgement or decree, which may be obtained through the efforts of the parties of the second part, to the amount of the compensation agreed to be paid to the parties of the second part by the parties of the first part, as hereinbefore provided.

EXECUTED IN TRIPLICATE.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 20th day of March 1909.

WITNESS to mark:

Henry W. Perryman

his
Sammie X Naharky
mark

Susie Naharky, Parties of the first part.