

inafter described.

Now, Therefore, the party of the first part for and in consideration of the sum of One 00/100 Dollars, the receipt of which is hereby acknowledged and of the covenants and agreements hereinafter enumerated and to be performed by the party of the second part, does hereby irrevocably appoint the party of the second part his attorney in fact, coupled with an interest and does hereby covenant to convey a one-half interest to the following described land to the party of the second part when possession of said land shall be given by the courts or otherwise to the party of the first part.

South one half of the Northwest Quarter of Section 33, Township 21 North, Range 13 East

The party of the second part for and in consideration of the one-half interest in the aforesaid lands to be conveyed as above set forth does hereby agree to provide such funds as may be necessary in order to recover the possession and legal title to the above described property for the party of the first part and further agrees to provide proper legal counsel and assistance to obtain the possession and title to said property as aforesaid and to prosecute said cause diligently and in case it may be necessary, to appeal said cause to the highest courts and bear all expenses of said appeal.

It is further agreed that in case the said party of the second part shall fail to fully comply with the terms of this agreement, that all rights acquired by the said party of the second part in the above described land under this instrument shall become null and void and all expensitures made by the party of the second part, in that event, shall be lost by the said party of the second part and this contract become null and void and all rights hereunder as to both parties hereto cease.

It is further expressly understood and agreed by and between the parties hereto that neither party hereto shall make and compromise or settlement in reference to or transfer indirectly or directly the land which is the subject matter of this agreement without the written consent first had and obtained on the other parties to this contract

This agreement shall be binding upon the parties hereto, their heirs, personal representatives and assigns.

In testimony whereof the parties hereto have signed their names to this instrument on the day of the month and the year first above written.

Savanna Ward, First party.

W. L. Nixon

J. Truman Nixon, Second party.

STATE OF OKLAHOMA,)
) SS.
COUNTY OF TULSA.)

BEFORE ME, the undersigned Notary Public within and for said County and State aforesaid, duly commissioned and acting, personally appeared Savanna Ward, W. L. Nixon and J. Truman Nixon, each being to me well known and each being separately sworn upon oath states that he has read the within and foregoing contract and power; that he fully understands the contents thereof and signed the same as his free and voluntary act and deed, and that he signed the same for the uses and purposes and considerations therein set forth and I do so certify.

IN TESTIMONY WHEREOF, I have hereunto signed my name and attached my official seal on this 13th, day of September 1909.

C. W. Grimes, Notary Public.

(SEAL) My commission expires Feby. 19, 1911.

Filed for record at Tulsa, Okla., Sep. 17, 1909, at 4.30 o'clock P. M

H. C. Walkley, Register of Deeds (SEAL)