

Filed for record at Tulsa, Okla June 27 1910 at 2:10 O'clock P.M.

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

COMPARED

CONTRACT.

THIS CONTRACT, made and entered into this 2nd day of Oct., 1909, by and between Carl C. Magee and Percival E. Magee, doing business under the firm name of Magee, Magee & Conner, at Tulsa, Oklahoma, parties of the first part and Emma Drew of Tulsa, Oklahoma, party of the second part, Witnesseth:

WHEREAS, the party of the second part is desirous of bringing a suit against her husband, C.C. Drew, for a divorce and for alimony in the sum of Seventy Thousand (\$70,000.00) Dollars, and

WHEREAS, she further desires to bring a suit in the United States Court of Muskogee, Oklahoma, against the said C.C. Drew, her husband, to recover for herself the allotment of Moses Warren Drew, their child deceased, and the royalties and revenues heretofore derived therefrom by the said C.C. Drew or any person claiming under him, or its equivalent value in the sum of One Hundred Twenty-five Thousand (\$125,000.00) Dollars) more accurately described as follows, to-wit:

The east half (E/2) of the Southeast quarter (SE/4) and the Northwest quarter (NE/4) of the southeast quarter (SE/4) and the south half (S/2) of the southwest quarter (SW/4) of the northeast quarter (NE/4) all in section six; and the west half (W/2) of the southwest quarter (SW/4) of the southwest quarter (SW/4) ~~of the southeast quarter (SE/4)~~ of section five (5) all in township seventeen north (17N) range twelve (12) east, and

WHEREAS, she is also desirous of establishing her separate property right to the west twenty (20) feet of the east fifty (50) feet of lot three (3) in block one hundred five (105) in the City of Tulsa, and

Whereas, other property now in the name of the said Emma Drew may be drawn into the litigation and become a part of the subject matter.

NOW THEREFORE THIS AGREEMENT, In consideration of the said Carl C. Magee and Percival E. Magee, parties of the first prt accepting employment as attorneys for the purpose of bringing the said suits, which employment the said first parties do hereby accept,

The party of the second part contracts and agrees to pay unto the parties of the first part a sum equivalent to twenty (20%) per cent of such money, and of the value of the property which they may recover for the party of the second part by the aforesaid litigation, or any other litigation which it may be found necessary to institute for the purposes of protecting the parties of the first part and procuring for said second party allof her property rights from the said C.C. Drew, or any other person claiming by or through him.

It is specifically agreed, that should the said C.C. Drew, within five (5) days from the date hereof, voluntarily relinquish any claim and make deed to the above described portion of lot three (3) in block one hundred five (105) that then and in that event the parties of the first part shall receive as compensation for that portion of this employment, in lieu of the above twenty (20%) per cent, the sum of One Hundred (\$100.00) Dollars.

It is further agreed, that should the said C.C. Drew make claim to an interest or a credit in any portion of the property now owned by the party of the second