

part, that the above twenty (20%) per cent shall apply to only that portion of the value of the said property as is in controversy and is retained for the party of the second part, as her separate property or as a part of her alimony.

It is further agreed, that should the party of the second part dismiss the said suits without the consent of the parties of the first part without a compromise of the issues involved between herself and C.C. Drew, that then and in that event she shall be indebted to the parties of the first part in the sum of Twenty five hundred (\$2500.00) dollars which shall be immediately due and payable.

Party of the second part shall pay all court costs involved in the carrying forward of the said litigation.

Carl C. Magee

Percival E. Magee
Parties of the first part.

Emma Drew,
Party of the second part.

AGREEMENT?

It is agreed by and between Carl C. Magee and Percival E. Magee, doing business at Tulsa, Oklahoma, under the firm name of Magee, Magee & Conner, parties of the first part and Emma Drew, party of the second part, WITNESSETH:

That the contract of Oct 2, 1909 by and between the parties hereto is hereby ratified, confirmed and made a part hereof.

It is further agreed that, Clifton C. Drew C. Drew having filed suit for divorce from second party before her suit could be filed against him, that the terms of said contract shall be construed as applying to all property involved in said litigation whether by petition, answer, or cross, petition and the said Clifton C. Drew having asked that the property of second party be divided with him, the said contract shall be construed to apply to all property in excess of one half of the holdings real and personal of said second party, on this date which may be retained or procured by her as the result of said suits?

Signed in duplicate this 5th day of Oct. 1909.

Carl C. Magee
P.E. Magee,
Parties of the first part.

Emma Drew,
Parties of the second part.

State of Oklahoma, Tulsa County SS.

Before me Vance Graves, a Notary Public in and for the said county and State, on this 5th day of October, 1909, personally appeared Carl C. Magee, Percival E. Magee and Emma Drew, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

(seal)

Vance Graves, Notary public.

My commission expires Nov 28, 1911.

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

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

PARTIAL RELEASE OF MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That the Union Trust Company of Tulsa,

COMPARED