

thereto, unto the said second Party her heirs and assigns, forever in fee simple.

And the first Party hereby covenants and warrants that the said Property is free from lien or incumbrance of any kind or character whatsoever; and hereby warrants and will forever defend unto the said second Party her heirs and assigns, the right and title herein conveyed in and to said bargained real Property, against the lawful claims or demand of all persons.

In witness whereof the first Party has caused these Presents to be signed, sealed and delivered under its corporate name through its Attorney in fact, C. W. Deming.

Witness:

Tulsa Heights Company.

R. J. Murray.

By C. W. Deming,
Its attorney in fact.

State of Oklahoma, County of Tulsa, SS.

Before me J. Frank Krosse, a notary Public in and for said county and state on this 12th day of Nov 1908, Personally appeared C. W. Deming, to me known to be the identical Person who subscribed the name of the said corporation to the foregoing instrument as its attorney in fact and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Witness my hand and notarial seal the day and year last above written.

(SEAL)

J. Frank Krosse, notary Public.

My commission expires March 17, 1912.

Filed for record at Tulsa, Okla., Jan 13, 1911, at 4:55 P. M.

H. C. Walkley, register of deeds. (SEAL)

COMPARED

CONTRACT.

This agreement, made and entered into this the 11th day of January, 1911, by and between Katie Johnson, Party of the first Part, and F. P. Mayes, Party of the second Part, witnesseth:

That whereas, Party of the second Part claims some interest in a Part of her allotment, to-wit: The southwest $\frac{1}{4}$ of the northwest $\frac{1}{4}$; and lots 3 and 4 of section 5, township 18 north, range 14 east, and,

Whereas, said Party of the first Part is desirous of recovering said land, if possible,

Now, therefore, it is agreed by and between the parties hereto that Party of the second Part shall proceed to recover for said Party of the first Part, the above described Premises, by filing such suit, or suits, or take such action as in his opinion may be necessary, and as compensation for said services so rendered as aforesaid, Party of the first Part Promises to pay to Party of the second Part $\frac{1}{2}$ of all land or money that may be recovered by reason of the action, or actions, as aforesaid, and Party of the first Part hereby appoints and authorizes Party of the second Part to collect and receipt for all money that may be recovered in said action, to retain from said money so collected, if any, $\frac{1}{2}$ the Part due to Party of the second Part, and hereby agrees to execute and deliver to Party of the second Part a good and sufficient warranty deed to $\frac{1}{2}$ of all lands so recovered immediately upon the termination of the action or actions hereinbefore referred to.

In witness whereof we have hereunto set our hands this the day and year first above written.

Witnesses to mark

George Roberts

A. C. Porter,

for
Katie Johnson, Party of the first Part
mark
F. P. Mayes, Party of the second Part