

(SEAL)

By Theo H. Hammett, deputy.

Filed for record at Tulsa, Okla., Jan 18, 1911, at 3:50 P. M.

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

COMPARED

CONTRACT.

This indenture made and entered into this 12th day of January, 1911, by and between Viola Simmons, Party of the first Part, and Robert F. Blair, Party of the second Part, witnesseth:

1. The Party of the first has this day employed the Party of the second Part as her attorney and counsellor at law, to bring and prosecute such suit or suits as may be necessary for and in her behalf and in her name against W. A. Funk, and others, for the purpose of canceling certain deeds, leases and other conveyances affecting the title to the surplus part of her allotment described as lots 1 and 2 and southeast quarter of northwest quarter of section 31, township 17 north, range 14 east, with the full power and authority to represent her in any and all courts necessary, to make any and all settlements, compromises and to sign and execute any and all receipts and other papers necessary for the protection of her rights and interest in said Property, and giving second Party full power and authority to represent her in this matter to all intents and purposes as if she were present and participated therein.

For and in consideration of such advice and professional services rendered and to be rendered in her behalf as aforesaid, Party of the first Part has agreed and does hereby grant, bargain, sell and convey unto the Party of the second Part an undivided one-third interest in and to the above described land.

2. The Party of the second Part, in consideration of the premises aforesaid has accepted employment by the Party of the first Part and agrees to use due diligence and professional skill to bring such suit or suits as may be necessary against the said W. A. Funk, and all other necessary Parties, to cancel any and all deeds and other instruments affecting or clouding the title to said Property, and to recover the same for Party of the first Part, together with such damages as the court may award, and to do any and all things which may be necessary for the protection of the rights and interest of said first Party in and to said premises.

3. It is further agreed by and between the parties hereto that neither of said parties shall sign any instrument conveying any part or interest in and to said land without the consent of the other Party to this contract, nor make any contract, compromise or settlement without the full knowledge and consent of the other Party to this contract, so that in order to make any settlement, conveyance or compromise of the matters affecting the title to the within described real estate, it shall be necessary that both the Party of the first Part and the Party of the second Part join therein, and the recording of this contract in the office of the register of deeds of Tulsa county, shall be sufficient notice to all persons concerned of the terms of this contract and that it is made and intended to be and is in fact irrevocable.

4. It is further agreed by and between the parties hereto that the Party of the first Part shall pay in advance the costs of the court in the bringing of the suit or suits hereinabove mentioned.

In witness whereof the Parties hereto have hereunto set their hands the day and year first above mentioned.

Witnesses: George W. Strawn
Rose M. Simpson

Viola Simmons, Party of the first Part.
Robert F. Blair, Party of the second part.