

FIFTH. Said mortgagors shall pay to said mortgagee or its successors or assigns, the sum of Ten per cent and ten and no/100 Dollars,, as a reasonable attorney's or solicitor's fee, in addition to all other legal costs, as often as any legal proceedings are taken to foreclose this mortgage for default in any of its covenants, or as often as the mortgagor or mortgagee may be made a defendant in any suit affecting the title to said property, which sum shall be an additional lien on said premises. COMPARED

PROVIDED ALWAYS, and these presents are upon the express condition that whereas, the said party of the second party has loaned and advanced to said J. S. Hendrickson and wife Birdie Hendrickson the sum of Three thousand and no/100 Dollars, the repayment of which sum is evidenced by a certain note or obligation of even date herewith, and to which this mortgage is collateral, and which said note or obligation is further secured by the assignment to said party of the second part of 36 shares of the capital stock of the Standard Savings and Loan Association, Class "C, represented by certificate 7714 issued to said J. S. Hendrickson and Birdie Hendrickson and the monthly payment on which share of stock are Thirty and 60/100 Dollars, payable on or before the last Saturday of each month, commencing with the month of February 1923, said note providing for the payment of interest on said principal sum at the rate of 7 4/5 per cent per annum, payable monthly on or before the last Saturday of each month, and interest at the rate of ten per cent per annum on any installments of interest not paid in accordance with the provisions of said note, and said note further providing that if eighty-two monthly payments are made on said shares of stock, and interest is paid as provided therein for a period of eighty-two months, that said shares of stock shall be accepted in full payment of said note.

NOW, THEREFORE, if the said parties of the first part shall pay said installments of interest as provided in said note, and the monthly installments on said shares of stock and interest for non-payment thereof, according to the by-laws of said party of the second part, and shall faithfully perform all of the other agreements in this instrument and said note contained, then these presents shall be void; otherwise the same shall be and remain in full force and effect; and in the event of the foreclosure of this mortgage said shares of stock shall be canceled, and the withdrawal value thereof, according to the by-laws of said party of the second part, shall be applied in partial payment of the sums due from said parties of the first part on said note.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seal the day and year first above written.

J. S. HENDRICKSON
BIRDIE HENDRICKSON

COMPARED

STATE OF OKLAHOMA,
County of Tulsa SS.

Before me the undersigned Notary Public, in and for said County and State on this 13th day of February 1923, personally appeared J. S. Hendrickson and his wife Birdie Hendrickson 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.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

My commission expires on the 22d day of March 1925

Mabelle DeShetler - Notary Public

(SEAL)

Filed for record in Tulsa, Tulsa County, Oklahoma, Feb 14th 1923 at 1:30 o'clock P.M.

and recorded in Book 444 Page 7.

By Brady Brown - Deputy

(SEAL)

O.G. Weaver - County clerk