

TREASURER'S EXHIBITION
I hereby certify that I received \$ 16 and issued
Receipt No. 13474 for payment of mortgage
tax on the within mortgage.

Mrs. Mary G. McCune,
Francis McCune,

Dated this 26 day of Jan. 1924
W. W. Suckey, County Treasurer

Deputy

State of Oklahoma)
Tulsa County) SS

Before me, J. O. Colburn a Notary Public in and for said County and State, on this 14th day of Jan. 1924, personally appeared Mary G. McCune and Francis McCune, her husband, to me known to be the identical person 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) J. O. Colburn, Notary Public.

My commission expires March 22, 1926.

Filed for record in Tulsa County, Okla. on Jan. 25, 1924, at 3:00 P.M. recorded in book 481, page 451, Brady Brown, Deputy.

(SEAL) O.G. Weaver, County Clerk.

249831 - BH

CONTRACT.

COMPARED

This contract, made and entered into on this 24th day of January, 1924, by and between C. E. Baldwin, an attorney at Tulsa, Oklahoma, party of the first part, and Hetty L. Herdy, of Tulsa, Oklahoma, party of the second part.

Witnesseth: That whereas, second party hereby employs first party to bring an action for divorce and to have certain property restored to her, which has heretofore been dissipated, or attempted to have been dissipated, by her husband, Allen S. Herdy, and is unable to pay a retainer fee for said services, and whereas first party is willing to accept said services upon the conditions hereinafter mentioned.

Now, therefore, it is agreed by and between the parties hereto that for and in consideration of first party preparing and filing said action and causing a restraining order to be signed, and other things incidental to the prosecution of said suit, second party agrees to pay first party an amount of money equal to thirty three and a third (33 1/3) per cent of the amount recovered, or obtained by virtue of said suit, either in the form of judgment, compromise, adjustment out of court, or otherwise, if said suit is dismissed, less the sum of \$25.00, providing said second party received the sum of \$3000.00, but in the event second party received an amount in excess of \$3000.00 then and in that event first party is to receive for said services an amount of money equal to twenty five (25) percent of said sum.

It is further understood and agreed that in the event second party settles or compromises said suit, with or without the consent of first party for an amount less than \$3000.00, and same is in the form of real or personal property, that then and in that event this instrument gives first party a first and prior lien upon said property so received, more particularly described as lots 5, 6 and 7, in block 1 of Peoria Court, being a re-subdivision of block 1 of Peoria Gardens addition to the City of Tulsa, Oklahoma, in a sum of money equal to thirty three and a third percent of the amount so recovered, and this instrument can be construed and enforced as a first mortgage on the interest of second party in such recovery. It is further agreed that in the event second party receives an amount above \$3000.00 then first party is to receive an amount equal to twenty five per cent of the amount so received whether in the form of real or personal property, or any interest therein, and this instrument is to be considered a first and prior lien or mortgage and can be enforced as such, said fee to be payable upon the settlement or recovery of the interest of second party, at the time of such recovery, if any.

It is further understood that first party is to use his best efforts in behalf of second party and to prosecute said suit thru the District Court of Tulsa County, Oklahoma, it being