

Second  
REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That B. F. McWhorter and Oma McWhorter, his wife,  
of Tulsa, County, Oklahoma, part ies of the first part, have  
mortgaged and hereby mortgage to Robt. G. Fry of Tulsa County, Oklahoma,  
of part Y of the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:

Lot Two (2) in Block Twenty-one (21) in Orcutt Addition to  
the City of Tulsa, Tulsa County, Oklahoma, according to the  
Recorded Plat thereof; also known as 1706 South St. Louis,  
Avenue, Tulsa, Oklahoma.

TREASURER'S ENDORSEMENT  
I hereby certify that I received \$64 and issued  
Receipt No. 12709 in payment of mortgage  
tax on the within mortgage.  
Dated this 30 day of Nov 1923  
W. W. Searkey, County Treasurer  
J. B. Deputy

with all the improvements thereon and appurtenances thereto belonging and warrant the title to the same.

This mortgage is given to secure the principal sum of Fifteen Hundred Seventy-five and no/100 -----  
----- (\$1,575.00) ----- DOLLARS,  
with interest thereon at the rate of eight per cent, per annum, payable semi- annually from -----  
according to the terms of 21 certain promissory note, S described as follows, to-wit:

Notes # 10 to # 30, inclusive, for \$75.00 each, due monthly, Note  
#10 due November 10th, 1923, and the remaining notes due serially  
on the 10th of each succeeding month thereafter, Note, #30 due July  
10th, 1925, signed by B.F. McWhorter and Oma McWhorter in favor of  
Frank C. Thompson, and assigned by Frank C. Thompson to Robt. G. Fry.

(This mortgage is subject to a first mortgage for \$1900.00 to Exchange  
Trust Company, a Corporation, Tulsa, Oklahoma, dated October 22, 1923,  
due November 1st, 1926.)

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies hereby  
covenant ----- and agree ----- to pay all taxes and assessments of said land when the same shall become due, and to keep all improvements in good repair  
and not to commit or allow waste to be committed on the premises, and to insure, and keep insured in favor of  
second party, buildings on said premises.

It is further expressly agreed by and between the parties hereto that if any default be made in the payment of the principal sum of this mortgage  
or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal  
sum, with interest, shall be due and payable, and this mortgage may be foreclosed and second part Y shall be entitled to the immediate possession of  
the premises and all rents and profits thereof.

Said parties of the first part hereby agree ----- that in the event action is brought to foreclose this mortgage, ----- they ----- will pay a  
reasonable attorney's fee of One Hundred Fifty-seven and 50/100 ----- DOLLARS,  
which this mortgage also secures.

Part ies of the first part, for said consideration, do ----- hereby expressly waive appraisalment of said real estate and all benefit of  
the homestead, exemption and stay laws in Oklahoma.

Dated this 28th day of November, 1923.

B.F. Mc Whorter SEAL  
Oma McWhorter, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 28th  
day of November, 1923, personally appeared B.F. McWhorter and Oma McWhorter, his wife,

~~XXX~~  
to me known to be the identical person S 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.

Witness my signature and official seal the day and year last above written.

My commission expires May 11th, 1927. (SEAL) Maurice A. DeVinna, Notary Public.

I hereby certify that this instrument was filed for record in my office on 28 day of Nov. A. D. 1923

at 4:20 o'clock P. M.  
By Brady Brown Deputy. (SEAL) O.G. Weaver, County Clerk.