

A. Y. Boswell et ux TO W. H. Rosser Adm.

1068 - MORTGAGE OF REAL ESTATE

REG. P. BARNES & CO., ALBUQUERQUE, N. M.

This Indenture, Made this 19 day of May, A. D. 1908, between
A. Y. Boswell and Mathie J. Boswell, his wife
of Gulosa County, in the State of Oklahoma, of the first part, and
W. H. Rosser, guardian of Robert Pittman, Jr., a minor
of Gulosa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of the sum of
Seven Thousand Five Hundred (\$7500.00) and no/100 Dollars, the receipt of which is hereby acknowledged,
do by these presents Grant, Bargain, Sell and Convey unto said part 2nd of the second part his successors and assigns the following described
REAL ESTATE, situated in Gulosa County, and State of Oklahoma, to-wit:

Lot Fourteen (14) in Block Eighty-nine (89) of the
City of Gulosa, Oklahoma, according to the plat and
survey thereon.

TO HAVE AND TO HOLD THE SAME, unto the said part 2nd of the second part his successors and assigns, together with all and
singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said A. Y. Boswell and
Mathie J. Boswell, his wife ha on this day executed and delivered me certain
promissory note in writing to said part 2nd of the second part, described as follows:

\$7500.00

Gulosa, Okla. May 1908.

August 15, 1908, after date in promise to pay to
the order of W. H. Rosser, Guardian of Robert Pittman, Jr.
Seven Thousand Five Hundred (\$7500.00) Dollars at Gulosa,
Oklahoma. Value received with interest at the rate
of eight per cent per annum until paid.

Signed

A. Y. Boswell
Mathie J. Boswell

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2nd of the second part his successors and assigns, said
sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then this
mortgage shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part
thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature, which are or may be assessed and
levied against said premises or any part thereof are not paid when the same are by law made due and payable, the whole of said sum or sums, and
interest thereon, shall then become due and payable, and said part 2nd of the second part shall be entitled to the possession of said premises. And the
said part 1st of the first part for said consideration do hereby expressly waive an appraisal of said real estate and all benefit of the homestead
exemption and stay laws of the State of Oklahoma.

IN WITNESS WHEREOF, The said part 1st of the first part ha at hereunto set their hand at the day and year first above written.

A. Y. Boswell
Mathie J. Boswell

STATE OF OKLAHOMA, } ss.

Gulosa COUNTY. Before me, Samuel P. McBirney Notary Public
in and for said County and State on this 19 day of May, 1908, personally appeared A. Y. Boswell
and Mathie J. Boswell, his wife to me known to be the identical person 2
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.

My Commission expires June 11 1910
(Seal)

Samuel P. McBirney
Notary Public

This instrument was filed for Record on the 27 day of May, A. D. 1908, at 10²⁵ o'clock A. M.,
and duly recorded the 27 day of May, 1908, By H. C. Walker Deputy.
(Seal) Register of Deeds.