

No. 166.

P. D. M.
P. L. M.
C. L. M.
C. D. M.
C. I. M.

Mary J. Hodge and husband,

Do.

Warranty deed with relinquishment of dower and Homestead.

J. M. Hall and J. M. Gillette.

This Indenture, Made this 10th day of July A. D. 1906, between Mary J. Hodge and Alvin T. Hodge ^{husband of the city} of Tulsa in the Western District of the Indian Territory parties of the first part, and J. M. Hall and J. M. Gillette of Tulsa, Ind. the parties of the second part.

Witnesseth, that whereas the said parties of the first part, for and in consideration of the sum of Twelve thousand (\$12,000) Dollars to them in hand paid, by said J. M. Hall and J. M. Gillette the receipt whereof is hereby duly acknowledged, have sold and by these presents do hereby give, grant, bargain, sell, convey and confirm unto the said parties of the second part, their heirs and assigns, in fee simple, forever (all that tract or parcel of land, situated in Creek Nation, Western District of the Indian Territory according to the United States survey and official plat thereof, as made by the U. S. Government land and described as follows to-wit:

The East one-half (E¹/₂) of South West Quarter (SW¹/₄) and South West Quarter (SW¹/₄) of South West Quarter (SW¹/₄) of Section Five (5) Township Nineteen (19) North Range Thirteen (13) East.)

Together with all and singular the privileges, improvements, tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining with all the estate, title and interest of said parties of the first part therein.

The said parties, grantors, hereby covenant with the said parties grantees, that they are the lawful owners of the said parcel or tract of land, that the title thereto is in them, that they are seized of a good and lawful estate of inheritance therein and have a lawful right to sell and convey the same, that there are no liens or mortgages or said property of any kind or nature whatsoever.

And the said parties of the first part hereby covenant and agree with the said parties of the second part, that they will, and their heirs, executors and administrators shall, forever warrant and defend the title to the said lands against all lawful and equitable claims and demands whatsoever.

And Alvin T. Hodge, husband of the said Mary J. Hodge, for and in consideration of the said sum of money and for other and other good and valuable considerations, do hereby release, relinquish and quit claim unto the said J. M. Hall and J. M. Gillette, their heirs and assigns, all my right, claim of courtesy and my homestead or possibility of courtesy or homestead in and to the aforesaid premises. Do Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Witnesses to mark

Carl C. Magee

Clarissa Bell.

Mary J. Hodge

(Seal)

Alvin T. Hodge

(Seal)

Acknowledgment.

United States of America, Indian Territory, Western District, ss. Be It Remembered, That on this day came before me, the undersigned, a Notary Public, within and for the Western District of Indian Territory aforesaid, duly commissioned and acting as such, Mary J. Hodge and Alvin T. Hodge to me personally well known as one of the parties grantors in the within and foregoing deed of conveyance and stated that they had executed the same for the consideration and for the reasons mentioned and set forth, and I do hereby so certify.

And I do further certify that on this day also voluntarily appeared before me the said Alvin T. Hodge, husband of and Mary J. Hodge to me personally well known, and declared that he had of his own free will executed said deed and signed and sealed the relinquishment of courtesy and homestead in said deed for the consideration and for the reasons mentioned and set forth.

Witness my hand and seal as such Notary Public on this 10th day of July 1906.

(Seal) Western Dist., Ind. Terr.

Perceval C. Magee

Notary Public.

My commission expires June 29, 1910

Filed for Record July 16, 1906, at 2:30 P. M.

Chas. Linton

Deputy clerk and ex-officio Recorder.