

CONV. 1870

No. 1237.

Jules
4-14-103P. D. 221.
P. I. 221.
P. L.
C. L.
C. D.
C. I.

Emmett C. Hamilton and Wife,

to

H. Y. Arnold,

Warranty deed with relinquishment of dower and homestead.

Know all Men by these Presents: That we, Emmett C. Hamilton, and Jeanette E. Hamilton, his wife, of the town of Jules, Creek Nation, Indian Territory, for and in consideration of the sum of one dollar and other valuable considerations to us in hand paid by H. Y. Arnold, the receipt whereof is hereby duly acknowledged, have granted, bargained and sold, and do by these presents grant, bargain, sell and convey unto the said H. Y. Arnold, and unto his heirs and assigns, executors and administrators forever, the following described Real Estate, situated, lying and being in the Creek Nation, Indian Territory, and more fully described as follows to wit: - Beginning the South-East 1/4 of the North West 1/4, and Lots one (1) and two (2), in Section seven (7) Township thirteen (13) North, Range 13 East of the Indian Base and Meridian, containing 116.70 acres, more or less, as the case may be, according to the United States survey thereof.

With all the privileges, appurtenances and improvements thereon, situate, appertaining and thereto belonging.

To Have and to Hold the same unto the said H. Y. Arnold, his heirs and assigns, executors or administrators forever, and the said Emmett C. Hamilton and his said wife Jeanette E. Hamilton, for themselves, heirs, executors and administrators, do covenant with the said H. Y. Arnold, his heirs and assigns, executors or administrators, that they are lawfully seized in fee simple of the foregoing premises, that they are free from all incumbrances whatsoever, that they have a good and lawful right to sell and convey the same as is hereinabove; that they will, and their heirs, executors and administrators shall forever warrant and defend the title to the same to the quiet enjoyment of said H. Y. Arnold, his heirs and assigns, executors or administrators, against all lawful claims and demands of all persons whatsoever.

And I, Jeanette E. Hamilton, wife of Emmett C. Hamilton, the grantor herein, do hereby join in this conveyance and for the consideration of one dollar, do convey, release, relinquish and warranty forever, all my right, claim and liability of dower and Homestead in and to said property.

In Testimony Whereof, We hereunto set our hands, this 22nd day of October 1906.

Emmett C. Hamilton. (Seal)

Jeanette E. Hamilton. (Seal)

Acknowledgment.

United States of America Western District, ss. On this 22nd day of October A. D. 1906, before E. Milton Lattimer Notary Public within and for the above territory, duly commissioned and acting appeared in person Emmett C. Hamilton to me personally well known as the person whose name appears upon the within and foregoing deed of conveyance as the party grantor, and stated to me that he subscribed and had executed the same for the consideration and purposes therein mentioned and set forth as his free voluntary act and deed, and I do hereby so certify.

And I further certify that on the same day personally appeared Jeanette E. Hamilton, wife of the said Emmett C. Hamilton, the grantor herein, to me well and personally known as the person who joined the said Emmett C. Hamilton in making this conveyance and in the absence of her said husband attested and declared to me that she had of her own free will joined in the execution of the same and had signed and sealed the relinquishment of dower and Homestead therein expressed for the purpose and consideration therein contained and set forth, without compulsion or undue influence of her said husband.

In Testimony Whereof, I have hereunto set my hand and seal of office as such Notary Public at the town of Jules, D.T. the day and year last above written.

(Seal) Western Dist. D.T.

E. Milton Lattimer.

Notary Public.

My commission expires January 10th A. D. 1910.

Filed for Record Oct 23, 1906, at 10:00 A.M.

W. L. Linton

Deputy Clerk and ex-officio Recorder.