

COMPARED

70-1265

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

Frank L. Townsend and wife,

vs.

Henry Steinberger.

Warranty Deed with relinquishment of dower and homestead.

This Indenture, made this 16th day of October, A.D. 1906, between Frank L. Townsend and Pauline F. Townsend his wife Frank L. Townsend, of the city of Tulsa, in the Western District of the Indian Territory, parties of the first part, and Henry Steinberger of Tulsa, party of the second part.

Witnesseth, that whereas the said parties of the first part, for and in consideration of the sum of Eight Hundred (\$800.00) Dollars, to Frank L. Townsend & Pauline F. Townsend in hand paid by said Henry Steinberger the receipt whereof is hereby acknowledged, has sold, and by these presents does hereby give, grant, bargain, sell, convey and confirm unto the said party of the second part, his heirs and assigns, in fee simple, forever, all that tract or parcel of land situated in the town of Tulsa, Cherokee Nation, Western District of the Indian Territory, according to the United States survey and official plat thereof, as made by the Government Land Office Commission, and approved by the Secretary of the Interior of the United States, bounded and described as follows, to-wit: The South Fifty feet of Lot One (1) in Block Nine (9) as shown by the Government Survey and shown by the Official Plat of the Cherokee Addition and known as North Tulsa, together with all and singular the privileges, improvements, tenements, hereditaments and appurtenances thereto belonging, or in any wise appertaining, with all the estate, title and interest of said party of the first part therein.

The said parties grant, hereby covenants with the said party grantee, that they are the lawful owners of the said parcel or tract of land; that the title thereof is in them; that they are seized of a good and lawful estate of inheritance therein, and has a lawful right to sell and convey the same, that there are no liens or mortgages on said property of any kind or nature whatsoever.

And the said parties of the first part hereby covenants and agrees with the said party 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.

It is understood and agreed that the party of the second part pay the Government appraisement on the said lot.

And I, Pauline F. Townsend, wife of the said Frank L. Townsend for and in consideration of the said sum of money and for divers and other good and valuable considerations, do hereby release, relinquish and quit claim unto the said Henry Steinberger, his heirs and assigns, all my right, claim or dower, and my homestead or possibility of dower or homestead, in and to the above described premises.

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Frank L. Townsend (Seal)

Pauline F. Townsend (Seal)

Acknowledgment. United States of America Indian Territory, Western District ss. Do It Reminded that on this day came before me, the undersigned, a Notary Public within and for the Western District of the Indian Territory, of said duly commissioned and acting as such, Frank L. Townsend to me personally well known as one of the parties grantor in and within the foregoing Deed of Conveyance, and stated that he had executed the same for the consideration and for the purposes therein mentioned and set forth and so hereby certify. And I further certify that on the same day also voluntarily appeared before me the said Pauline F. Townsend wife of said Frank L. Townsend to me personally well known, and in the presence of her said husband, declared that she had of her own free will executed said Deed and signed and sealed the relinquishment of dower and homestead in said Deed for the consideration and for the purposes therein contained and set forth, without compulsion or undue influence of her said husband.

Witness my hand and seal as such Notary Public on this 16th day of October, 1906.

(Seal) Western District, D.I.

Geo. W. Mowbray,

Notary Public,

my commission expires 6/29/1910

Filed for Record Oct 26, 1906, at 10:30 A.M.

Chas. Lorton,

Deputy Clerk and Ex-officio Recorder.