

P. D. M.
P. I. 22.
P. L.
C. L.
C. D.
C. I.

David Smith, et. ux.

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John C. Starn, et. al.

General Warranty Deed with Relinquishment of Dower,

This Indenture made and entered into this 18th day of February, one thousand nine hundred and seven, by and between David Smith of Tulsa, Indian Territory, party of the first part, and John C. Starn and John S. Thomas of Vinita, Indian Territory, parties of the second part,

Witnesseth: That the said party of the first part, for and in consideration of the sum of One thousand Dollars (\$1000.00) in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, convey and confirm unto the said parties of the second part, the foregoing described real estate and premises situate in the Cherokee Nation, and within the limits of the Western District, Indian Territory to-wit: Fifty acres of my allotment of land in the Cherokee Nation, Indian Territory, not including any part of my homestead, described as follows: - The southwest quarter (1/4) of the southeast quarter (1/4) of section two (2), Township twenty-one (21) North, Range twelve (12) East of the Indian Meridian and the Northwest quarter (1/4) of the southeast quarter (1/4) of the southeast quarter (1/4) of section two (2), Township twenty-one (21) North, Range twelve (12) East of the Indian Meridian in the Cherokee Nation, Indian Territory containing fifty acres, more or less, according to the United States Survey thereof together with all the appurtenances thereon, and the appurtenances and immunities thereunto belonging, in anywise appertaining thereto.

To Have and to Hold the foregoing premises to the said John C. Starn and John S. Thomas and unto their heirs and assigns in fee simple forever, and I, the said David Smith, for myself and my heirs, executors and administrators do covenant with the said John C. Starn and John S. Thomas and their heirs, successors and assigns, that I am a Freedman citizen of the Cherokee Nation and not of Indian blood or Indian descent, that I am lawfully seized in fee of the foregoing premises; that they are free from all incumbrances; that I have a good right to sell and convey the same to the said John C. Starn & John S. Thomas aforesaid, and that I will, and my successors, heirs, executors and administrators shall warrant and defend the same to the said John C. Starn & John S. Thomas and their heirs, successors and assigns forever against the lawful claims and demands of all persons.

And I, Ella Smith, of Tulsa, Indian Territory, wife of the said David Smith, for and in consideration of the said sum of money do hereby release and relinquish unto the said parties of the second part all of my right of dower and homestead in and to the said lands.

In Witness Whereof, the said party of the first part, and his wife, have hereunto set their hands and seals the day and year first above written, signed, sealed and delivered in the presence of:

John W. Pyle
Vinita Indian Territory
Jesse Patters
Vinita Indian Territory

David Smith (Seal)
Ella Smith (Seal)

United States of America, Indian Territory, Northern District, ss. Be it Remembered, that on this 18th day of February, A.D. 1907, came before me, the undersigned, a Notary Public within and for the Northern District of the Indian Territory aforesaid, duly commissioned and acting as such, David Smith, to me personally well known as the person whose name appears in the within and foregoing deed of conveyance, as one of the parties grantor, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth, and I do hereby so certify.

And I further certify that on the same day also voluntarily appeared before me, the said Ella Smith, wife of the said David Smith, to me well known as the person whose name appears for the within and foregoing deed, and in the absence 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 the foregoing deed for the consideration and purposes therein mentioned and set forth, without