

GENERAL WARRANTY DEED

WITH RELINQUISHMENT OF DOWER

THIS INDENTURE, Made and entered into this 23rd day of August, one thousand nine hundred and six by and between George R. Smith and Beulah Smith his wife, of Carthage, Missouri, part is of the first part, and Alva W. Lee, of Muskogee, Indian Territory, part of the second part;

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One DOLLAR, and other valuable considerations, in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, convey and confirm unto the said part of of the second part the following described real estate and premises situated in the Muskogee (Creek) Nation, and within the limits of the Indian Territory, to-wit:

The East half of the South East quarter of the South East quarter, and the the South West quarter of the South East quarter of the South East quarter of Section Seven (7), Township Twenty-three (23) North, Range Thirteen (13) East, containing thirty (30) acres, more or less; This deed is made to correct a deed dated June 25th, 1906, from George R. Smith and wife, to Alva W. Lee, for same land.

together with all the improvements thereon, and the appurtenances and immunities thereunto belonging or in anywise appertaining thereto

To have and to hold the aforegranted premises to the said Alva W. Lee and his heirs and successors, in fee simple forever; and the said George R. Smith and Beulah Smith for themselves, and their heirs, executors and administrators do covenant with the said Alva W. Lee, and his heirs, successors and assigns, that the said lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances; that we have good right to sell and convey the same to said Alva W. Lee as aforesaid; and that we will and our successors, heirs, executors and administrators shall warrant and defend the same to the said Alva W. Lee and his heirs, successors and assigns forever against the lawful claims and demands of all persons.

And I, Beulah Smith of Carthage, Missouri, wife of said George R. Smith, for and in consideration of the said sum of money, do hereby release and relinquish unto the said part of of the second part all my right of dower and homestead in and to the said lands.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hand and seal the day and year first above written.

Witnesses:

George R. Smith (SEAL)

Beulah Smith (SEAL)

(SEAL)

UNITED STATES OF AMERICA,
INDIAN TERRITORY,
WESTERN JUDICIAL DISTRICT.

BE IT REMEMBERED, That on this day came before me, the undersigned, a Notary Public within and for the Western Judicial District of the Indian Territory aforesaid, duly commissioned and acting as such George R. 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 grantors, 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 Beulah Smith wife of said George R. Smith, to me well known to be the person whose name appears upon 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 contained and set forth, without compulsion or undue influence of her said husband.

WITNESS, My hand and seal as such Notary Public, on this 25 day of August, 1906

(SEAL) Western District of Ind. Ter.

Sanfill Johnson

Notary Public

My commission expires March 26, 1907

Filed for record Aug 25, 1906 at 6:00 o'clock A. M.

Oliver Linton
County Clerk and Ex-Officio Recorder