

# GENERAL WARRANTY DEED

WITH RELINQUISHMENT OF DOWER.

453

F.D. 202  
P. 172  
R. L.  
C. L.  
C. D.  
C. I.

THIS INDENTURE, Made and entered into this 3rd day of December, one thousand nine hundred and six,  
by and between Charles E. Pennington and Margaret Pennington, of  
Broken Arrow, D.I. parties of the first part, and J. M. Pennington  
of Broken Arrow, D.I. party of the second part;

WITNESSETH, That that the said parties of the first part, for and in consideration of the sum of Two hundred forty  
DOLLARS, in hand paid, the receipt of which is hereby acknowledged,  
do hereby grant, bargain, sell, convey and confirm unto the said party of the second part the following described real estate and premises situated in the  
Muskogee or Creek Nation, and within the limits of the Indian Territory, to-wit:

Lots 7 and 8 in Block 14 in the new addition to the town of Broken Arrow, D.I.

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

To have and to hold the aforegranted premises to the said J. M. Pennington  
and his heirs and successors, in fee simple forever; and the said Charles E. Pennington and Margaret Pennington, his wife  
for herselves and and heirs, executors and administrators do covenant with the said J. M. Pennington  
and his heirs, successors and assigns, that we are lawfully seized in fee of the aforegranted premises; that  
they are free from all incumbrances and that we have good right to sell and convey the same to said J. M. Pennington  
as aforesaid; and that we will and our successors, heirs, executors and administrators shall warrant and de-  
fend the same to the said J. M. Pennington  
and his heirs, successors and assigns forever against the lawful claims and demands of all persons.

And I, Margaret Pennington of Broken Arrow, D.I.  
wife of said Charles E. Pennington for and in consideration of the said sum of money, do hereby re-  
lease and relinquish unto the said party 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 hands and seals the day and year first above written.

Witnesses:

Charles E. Pennington (SEAL)  
Margaret Pennington (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 Terri-  
tory aforesaid, duly commissioned and acting as such Charles E. Pennington  
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 Margaret Pennington  
wife of said Charles E. Pennington 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 home-  
stead 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 the 3rd day of December, 1906  
(SEAL) Walter H. S. I. Arthur Farmer Notary Public.  
My commission expires Jan. 19, 1907.

Filed for record Jan 2, 1907 at 1:00 o'clock P. M.

Arthur Farmer  
Notary Public - Ex-officio Recorder.