

GENERAL WARRANTY DEED

WITH RELINQUISHMENT OF DOWER

465

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

THIS INDENTURE, Made and entered into this 30th day of January, one thousand nine hundred and seven, by and between Henry B. Powell and wife Sallie B. Powell of Broken Arrow, Indian Territory, part 100 of the first part, and Maggie B. Wood of Broken Arrow, Indian Territory, part 1 of the second part;

WITNESSETH, That that the said parties of the first part, for and in consideration of the sum of Sixteen Hundred Fifty dollars DOLLARS, in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, convey and confirm unto the said part 1 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, number 1, 2, 3, 4, 5, 6, in Block 23, in the incorporated town of Broken Arrow, Indian Territory, including house, barns and all appurtenances thereto belonging.

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 Maggie B. Wood and her heirs and successors, in fee simple forever; and they the said Powell and wife, grantors herein for themselves and their heirs, executors and administrators do covenant with the said Maggie B. Wood and her heirs, successors and assigns, that they are lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances; that they have good right to sell and convey the same to said Maggie B. Wood aforesaid; and that they will and their successors, heirs, executors and administrators shall warrant and defend the same to the said Maggie B. Wood and her heirs, successors and assigns forever against the lawful claims and demands of all persons.

And I, Sallie B. Powell of Broken Arrow, D. T. wife of said Henry B. Powell, for and in consideration of the said sum of money, do hereby release and relinquish unto the said part 1 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: B. M. Yates Henry B. Powell (SEAL) Sallie B. Powell (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: Henry B. Powell and Sallie B. Powell, his wife to me personally well known as the persons 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 Sallie B. Powell wife of said Henry B. Powell 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 30th day of January, 1907. (SEAL) Western District Broken Arrow, D. T. W. P. Parker Notary Public My commission expires April 7, 1908

Filed for record Feb. 13, 1907 at 1:00 o'clock P. M.

Oliver Linton
County Clerk & Ex. in Recorder