

KODA
460
GENERAL WARRANTY DEED

WITH RELINQUISHMENT OF DOWER

10220

THIS INDENTURE, Made and entered into this 21st day of January, one thousand nine hundred and Seven, by and between J. M. Crutchfield and Nellie W. Crutchfield, his wife, of Broken Arrow, Okla., parties of the first part, and G. A. Smith and H. D. Farley, of Broken Arrow, Okla., parties of the second part;

WITNESSETH, That that the said parties of the first part, for and in consideration of the sum of Sixty four hundred (\$6400) DOLLARS, in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, convey and confirm unto the said parties 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:

The North half of the Southeast quarter and the Southeast quarter of the Southeast quarter of Section Two (2); and the West half of the Northwest quarter of Section 12 Township 19 North Range 14 East of the Indian Base Meridian,

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

To have and to hold the aforesigned premises to the said G. A. Smith and H. D. Farley and their heirs and successors, in fee simple forever; and I, the said J. M. Crutchfield, and Nellie W. Crutchfield, his wife for myself and our heirs, executors and administrators do covenant with the said G. A. Smith and H. D. Farley and their heirs, successors and assigns, that we are lawfully seized in fee of the aforesigned premises; that they are free from all incumbrance and that we have good right to sell and convey the same to said G. A. Smith and H. D. Farley as aforesaid; and that we will and our successors, heirs, executors and administrators shall warrant and defend the same to the said G. A. Smith and H. D. Farley and their heirs, successors and assigns forever against the lawful claims and demands of all persons.

And I, Nellie W. Crutchfield, wife of G. A. Smith and H. D. Farley, for and in consideration of the said sum of money, do hereby release and relinquish unto the said parties 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 seal the day and year first above written.

Witnesses:

J. M. Crutchfield

(SEAL)

Nellie W. Crutchfield

(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 J. M. Crutchfield 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 appear before me, the said Nellie W. Crutchfield, wife of said J. M. Crutchfield 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, o 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 the 21st day of January, 1907.

[SEAL] /s/ Arthur F. Jones

Notary Public.

My commission expires Jan 1, 1907.

Filed for record Feb 3, 1907.

1907 at 1 PM o'clock P.M.

the 3rd
Deputy Clerk & Office Recorder