

GENERAL WARRANTY DEED

WITH RELINQUISHMENT OF DOWER

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

THIS INDENTURE, Made and entered into this first day of February, one thousand nine hundred and seven
by and between James I. Simmons and Martha Simmons his wife, of
Bixby, D. I. party of the first part, and Grant Smalley
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 one hundred and fifty (\$150.00)
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
Muskegee or Creek Nation, and within the limits of the Indian Territory, to-wit:

Lots numbered twenty-three (23) and twenty-four (24) in block number twenty-six (26) in the town of
Broken Arrow according to the townsite plat of said town,

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 Grant Smalley
and his heirs and successors, in fee simple forever; and he the said James I. Simmons and Martha Simmons
for himself and his heirs, executors and administrators do covenant with the said Grant Smalley
and his heirs, successors and assigns, that he shall 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 the said Grant Smalley
as aforesaid; and that we will and our successors, heirs, executors and administrators shall warrant and de-
fend the same to the said Grant Smalley
and his heirs, successors and assigns forever against the lawful claims and demands of all persons.

And I, Martha Simmons of Bixby, D. I.
wife of said James I. Simmons, 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 party of the first part have hereunto set our hands and seal the day and year first above written.

Witnesses:

James I. Simmons
Martha Simmons

(SEAL)

(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 James I. Simmons
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 Martha Simmons
wife of said James I. Simmons, 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 first day of February, 1907
(SEAL) Western District of Ind. James R. Brumman Notary Public.

My commission expires August second 1910.

Filed for record Feb. 6, 1907 at 2:30 o'clock P. M.

Oliver Linton
deputy clerk & ex-officio Recorder