

# GENERAL WARRANTY DEED

WITH RELINQUISHMENT OF POWER.

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

**THIS INDENTURE**, Made and entered into this 15<sup>th</sup> day of November, one thousand nine hundred and four, by and between Richard Nivins, of New Gibson, I. T., part of the first part, and William E. Hellsell, of Union, I. T., part of the second part;

WITNESSETH, That that the said part of the first part, for and in consideration of the sum of Five hundred & fifty five DOLLARS, in hand paid, the receipt of which is hereby acknowledged,

do, etc., hereby grant, bargain, sell, convey and confirm unto the said part of the second part the following described real estate and premises situated in the Cherokee Nation, and within the limits of the Indian Territory, to wit:

No. of N.C. of 70 W. 4 m. of 20 N. of sec. 35 Township 21 N. R. 13 E. and N.C. 14 of S. 34 of T. 40 Township 20 Range 13 East.

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 or the said William E. Hellsell and his heirs and successors, in fee simple forever; and we the said Richard Nivins, Annie Nivins, for myself and my heirs, executors and administrators do covenant with the said William E. Hellsell and his heirs, successors and assigns, that I am lawfully seized in fee of the aforesigned premises; that they are free from all incumbrances,

William E. Hellsell, aforesaid; and that I will and my successors, heirs, executors and administrators shall warrant and defend the same to the said William E. Hellsell, and his heirs, successors and assigns forever against the lawful claims and demands of all persons.

And I, Annie Nivins, wife of the said Richard Nivins, of New Gibson, I. T., for and in consideration of the said sum of money, do hereby release and relinquish unto the said part of the second part all my right of dower and homestead in and to the said lands.

IN WITNESS WHEREOF, the said part of the first part, has hereunto set his hand and seal the day and year first above written.

Witnesses:

Jean Davis, Richard Nivins (SEAL)

Annie Nivins (SEAL)

(SEAL)

\* Richard Nivins being duly sworn states that he is the grantor in this deed that he is not of Indian blood of Indian descent, that he has no Indian blood of any kind whatsoever in him, that he has not executed any deed contract, instrument or conveyance of any kind whatever to the land described in this deed, by the person or partnership or corporation.

Richard Nivins  
My commission will expire on the 23<sup>rd</sup> day of November, 1907.

UNITED STATES OF AMERICA  
INDIAN TERRITORY  
WESTERN JUDICIAL DISTRICT  
TENNESSEE

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.

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 Annie Nivins, wife of the said Richard Nivins,

to me well known to be the person in 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, a Notary Public, this 15<sup>th</sup> day of November, 1904.

(SEAL) Louis J. Powell, Notary Public

My commission expires Oct. 23, 1907.

Filed for record April 9, 1907 at 8 o'clock A.M.

Oscar Carter  
Register Clerk of Office Rec.