

GENERAL WARRANTY DEED

WITH RELINQUISHMENT OF DOWER

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

THIS INDENTURE, Made and entered into this 26th day of May, one thousand nine hundred and four
by and between Joseph Martin and Malinda Martin, his wife of Spawna, I.T. parts
of Vinita, I.T. part 1 of the first part, and William E. Halzell
part 2 of the second part;

WITNESSETH, That that the said part 1 of the first part, for and in consideration of the sum of
Four Hundred (\$400.00) DOLLARS, in hand paid, the receipt of which is hereby acknowledged,
do hereby grant, bargain, sell, convey and confirm unto the said part 2 of the second part the following described real estate and premises situated in the
Cherokee Northern District
Mesquiquia Creek Nation, and within the limits of the Indian Territory, to-wit:
The NW 1/4 of the SW 1/4 of section 27, Township 21, N. R. 13 East,

together with all the improvements thereon, and the appurtenances and immunities thereon to belong or in any wise appertaining thereto
To have and to hold the foregoing premises unto the said William E. Halzell
and his heirs and successors, in fee simple forever; and unto the said Joseph Martin and Malinda Martin
for themselves and their heirs, executors and administrators do covenant with the said
William E. Halzell and his heirs, successors and assigns, that they are lawfully seized in fee of the foregoing premises, that
they are free from all incumbrances, that we have good right to sell and convey the same to said
William E. Halzell as aforesaid; and that we will and our successors, heirs, executors and administrators shall warrant and de-
fend the same to the said William E. Halzell
and his heirs, successors and assigns forever against the lawful claims and demands of all persons.

And I, Malinda Martin of Spawna, I.T.
the wife of said Joseph Martin, for and in consideration of the said sum of money, do hereby re-
lease and relinquish unto the said part 2 of the second part all my right of dower and homestead in and to the said lands.

IN WITNESS WHEREOF, the said part 1 of the first part hereunto set their hands and seals the day and year first above written.

Witnesses:
W.W. Hastings Schlegel, D.T. Joseph Martin (SEAL)
Louis T. Brown Malinda Martin (SEAL)

* Joseph Martin being duly sworn states that he is the grantor in the deed, that he is not of Indian blood or Indian descent, that he has no Indian blood of any kind whatever in him; that he has not executed any deed or other conveyance to the land described in this deed to any other person, partnership or corporation.

Subscribed and sworn to before me this 26th day of May, 1904, at Spawna, I.T.
Joseph Martin
Notary Public, My commission expires Jan. 30, 1907.
and I further state, that on the same day also voluntarily appeared before me, the said Malinda Martin, wife of said Joseph Martin, to wit 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 1st day of June, 1904, at Spawna, I.T.
W.W. Hastings Schlegel, D.T. Notary Public, My commission expires Jan. 30, 1907.

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 Joseph Martin,
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 Malinda Martin,
wife of said Joseph Martin, 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 26th day of May, 1904.
(SEAL) W.W. Hastings Schlegel, D.T. Lucy L. Reed Notary Public.
My commission expires April 30th 1907.

* Filed for record April 9 1904 at 8 o'clock A.M.
W.W. Hastings Schlegel, D.T.
Deputy U.S. Clerk & Officer Rec.