



No. 1091

WESTERN JUDICIAL DISTRICT, INDIAN TERRITORY.

OFFICIAL FORM

Warranty Deed

WITH RELINQUISHMENT OF DOWER.

Know All Men By These Presents:

That we James Y. Brand and Lora Brand, his wife and Stephen N. Smith and Bessie W. Smith, his wife, for and in consideration of the sum of One dollar and other valuable considerations, DOLLARS, time in hand paid the receipt of which is hereby acknowledged, paid by Flowers Nelson and R. S. Waddell.

do hereby bargain, grant, sell and convey unto the said Flowers Nelson and R. S. Waddell and unto their heirs and assigns forever, the following lands lying in the Creek Nation

Western District of the Indian Territory, to-wit: The South 10 feet of Lot 2, the South 10 feet of Lot 3, the North 40 feet of Lot 5 and the North 40 feet of Lot 4 all in Block Fifty-nine (59) in the town (now city) of Tulsa, Indian Territory, according to the plat and survey of said town and allowing for the variations of the lot and block lines from the true meridian, and more particularly described as beginning at the point on West line of North Boston Avenue 10 feet northward from the North East corner of Lot 2 in said Block 59, thence Westward on a line parallel with and 10 feet northward from the North line of said Lot 2 a distance of 140 feet to the alley thence Southward along Eastern line of said alley a distance of 55 feet thence Eastward parallel with and 40 feet Southward from the North line of Lot 5 and 4 of said Block 59, a distance of 140 feet to line of said North Boston Avenue thence Northward along the Westward line of said North Boston Avenue 50 feet to point of beginning, and all improvements thereon.

To have and to hold the same unto the said Flowers Nelson and R. S. Waddell and unto his heirs and assigns forever, with all appurtenances thereunto belonging.

And hereby covenant with said Flowers Nelson and R. S. Waddell that we will forever warrant and defend the title of said lands against all claims whatever except mortgages to Farm and Home Savings & Loan Association of \$65.00 or less payments due thereon, less payments hereinafter made, and all outstanding accounts due for material used in construction of building on said premises.

And I, Lora Brand, wife of the said James Y. Brand and Bessie W. Smith, wife of the said Stephen N. Smith, for and in consideration of the said sum of money, do hereby release and relinquish unto the said Flowers Nelson and R. S. Waddell all my rights of dower and homestead in and to the said lands.

Witness our hands and seals on this Ninth day of October 1906.

Stephen N. Smith (L.S.)
Bessie W. Smith (L.S.)

James Y. Brand (L.S.)
Lora Brand (L.S.)

Acknowledgment.

INDIAN TERRITORY,
Western District

Be It Remembered, That on this day came before me, the undersigned, a Notary Public within and for the Western District of Indian Territory aforesaid, duly commissioned and acting James Y. Brand and Stephen N. Smith to me known as the grantor in the foregoing deed, and stated that they had executed the same for the consideration and purposes therein mentioned and set forth.

And on the same day voluntarily appeared before me the said Lora Brand the wife of said James Y. Brand and Bessie W. Smith wife of Stephen N. Smith to me well known, 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 said 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 2nd day of October 1906.
(Seal) Western Judicial District, Tulsa, Ind. Ter. Robert E. Lyman Notary Public
My commission expires July 2nd 1910.

Filed for record the 7 day of Oct. 1906 at 3:45 o'clock P. M.

Chas. Linton
Clerk and Ex-officio Recorder.