

DEED—GENERAL WARRANTY.

THIS INDENTURE, Made this 7th day of January, A. D. 1910, between Thomas K. Collins and Leta V. Collins, his wife of Collinsville, Rogers Tulsa County, in the State of Oklahoma, of the first part, and James E. Ward of Collinsville, Oklahoma of the second part:

WITNESSETH, The said parties of the first part, in consideration of the sum of Two Thousand Two Hundred & no/100 (\$2200.00) and DOLLARS, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the said party of the second part, his heirs and assigns, all of the following-described real estate, situated in the County of Tulsa and State of Oklahoma, to-wit: the Southeast 1/4 of Sec. 10 (1/4) and the North Twenty and Fifty six hundredths (20.56 a.) acres and the Southeast 1/4 of Sec. 11 (1/4) all in Section one (1) Township twenty-one (21) North Range Thirteen (13) East of the Indian Base and Meridian, containing 80.96 acres, more or less, the same being the allotment of Thomas K. Collins. This deed is given subject to a mortgage of \$600.00 executed by Thomas K. Collins and Leta V. Collins his wife to E. H. Birchmer, dated August 1st 1907, in Book 36, page 142 of the records of the office of the Register of Deeds for Tulsa County, Oklahoma due August 1st 1913 with interest at six percent per annum; and to a certain mortgage executed by Thomas K. Collins and Leta V. Collins, his wife to Farmers and Merchants Bank, Collinsville Oklahoma, for \$374.95 dated August 12th 1908, due October 4th 1909 recorded August 12th 1909 in Book 34 page 353 of the records of the Register of Deeds in and for Tulsa County, State of Oklahoma with interest at 6 percent per annum, both mortgages to be assumed by said party of the second part.

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

And said Thomas K. Collins and Leta V. Collins, his wife for their heirs, executors or administrators, do hereby covenant, promise and agree to and with said party of the second part, that at the delivery of these presents they were lawfully seized in their own right of an absolute and indefeasible estate of inheritance, in fee simple, of, in and to all and singular the above-granted and described premises, with the appurtenances; that the same are free, clear, discharged and unincumbered of and from all former grants, titles, charges, judgments, taxes, assessments and incumbrances, of what nature and kind soever; except as above set forth

and that they will warrant and forever defend the title to the same unto said party of the second part his heirs and assigns, against said parties of the first part their heirs and all and every person whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year above written.

Sign here

Thomas K. Collins
Leta V. Collins

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Clinton L. Goodale, a Notary Public, in and for the said County and State, on this 7th day of January, A. D. 1910, personally appeared Thomas K. Collins and Leta V. Collins, his wife of Collinsville, Rogers County, Oklahoma to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Seal

My commission expires May 20th 1915

Clinton L. Goodale
Notary Public

This instrument was filed for record on the 7 day of Jan, A. D. 1910, at 2 o'clock P. M.
Fee, \$ 0

By _____ Deputy.

H. B. Halkley
Register of Deeds

* Clear certain oil and gas mining lease executed by Thomas K. Collins to Tulsa County, Kansas City, Mo. dated May 20th 1912 to be assumed by second party.