

to the official plat and survey thereof, approved by the Secretary of the Interior.

Also including all gas and electric fixtures, chandeliers, mantles, wood-work and all fixtures, pipes/ material, attachments and equipment of every kind and character on said premises or connected therewith and with the buildings thereon.

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 William F. Nelson and Birdie Nelson, his wife, for themselves, their heirs executors or administrators, do hereby covenant, promise and agree, to and with the said party of the second part, that at the delivery of these presents, they are 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, charges, titles, judgements, taxes, assessments and incumbrances of whatever kind and nature soever; except one mortgage dated August 13th, 1907, executed by William F. Nelson and wife, to W. L. Boynton, in the amount of Three Thousand (\$3000.00) Dollars, and recorded in book 11, page 254, of the records of the Clerk of the United States Court and Ex-Officio Recorder at Tulsa, in the old twenty eighth Recording District of the Indian Territory, and of which said sum there remains unpaid, the sum of twenty Six Hundred Fifty & 00/100 Dollars; and also a mortgage in the amount of Three Hundred (\$300.00) Dollars dated August 13th, 1907, by William F. Nelson and wife to the Deming Investment Company, recorded in Book 11, at page 452, of the records of the Clerk of the United States Court and Ex-Officio recorder at Tulsa, in the old Twenty Eighth recording District of the Indian Territory, and of which said sum there remains unpaid, the sum of One Hundred Fifty & 00/100 Dollars, and except paying assessments and general taxes for the year 1909 and thereafter; and that they will warrant and forever defend the same unto the said party of the second part, her 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 first above written.

WITNESS:

William F. Nelson

R. R. Rose

Birdie Nelson

STATE OF OKLAHOMA,)
P SS.
COUNTY OF TULSA.)

BEFORE ME, a Notary Public, in and for the County and State aforesaid, on this 15th, day of September 1909, personally appeared William F. Nelson and Birdie Nelson his wife, 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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal, the day and year last above written.

R. R. Rose, Notary Public.

(SEAL) My commission expires March 23, 1913.

Filed for record at Tulsa, Okla., Oct. 7, 1909, at 4:30 o'clock P. M.

H. G. Walkley, Register of Deeds (SEAL)