

Deed and Cherokee Patents.

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GENERAL WARRANTY DEED.

COMPARED

THIS DEED, Made and entered into this third day of November A. D. 1909, by and between N. L. Townsend, and his wife, Margaret Townsend, and M. F. Bell, and his wife, Marie Bell, all of Callaway County, in the State of Missouri, parties of the first part, and Mrs Martha V. Thompson

of the County of Tulsa in the State of Okl part y of the second part:

WITNESSETH, That the said parties for and in consideration of the money paid by said second party to said first parties as follows, to-wit:

Cash 65 DOLLARS, eleven 1/2 dollars eleven months after the date hereof, and eleven 1/2 dollars eleven months after the date hereof, in cash, upon the execution and delivery of this deed, do by these presents grant, bargain, sell, convey and confirm unto the said party of the second part, her heirs and assigns, all of the following-described real estate, lying and being situate in the County of Tulsa, in the State of Oklahoma, to-wit:

Lot numbered nineteen in Block numbered five in Northmoreland Subdivision of North-West Quarter of North-West Quarter, Sec. 36, Twp. 20, Range 12, in said County, as per recorded plat and subdivision filed in the office of the Register of Deeds, within and for said Tulsa County.

* TO HAVE AND TO HOLD the premises hereby conveyed, unto said party of the second part, her heirs and assigns, forever, together with all tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining; provided and excepting, however, that all general and special taxes accruing from and after the date hereof, shall be paid by the said second party, his heirs or assigns.

This conveyance is made and accepted upon the further express condition that the above-described premises shall never be conveyed to or owned, or occupied by a negro, or any person of African blood or descent.

And the said parties of the first part, for themselves, their heirs, executors and administrators, do hereby covenant, promise and agree to and with the said party of the second part, her heirs and assigns, that at the delivery of these presents, they, the said first parties, are lawfully seized of an indefeasible estate, in fee simple of, in and to all and singular the premises hereby conveyed; that the same are free and clear and unincumbered of any and all former grants, titles, charges, judgments, taxes, assessments and incumbrances, of what nature and kind soever, except as herein set forth; and that the said first parties, the title to said premises, unto said second party, her heirs and assigns, will forever warrant and defend against the lawful claims and demands of all persons whomsoever.

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

N. L. Townsend

Margaret Townsend

M. F. Bell

Marie Bell

Missouri, Callaway
State of Oklahoma, Tulsa County, ss.

Before me, Joseph O. Sharp a Notary Public, in and for the said County and State, on this 3rd day of November 1909, personally appeared Nathan L. Townsend and wife, Margaret Townsend, and M. F. Bell and wife, Marie Bell, 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 Dec 10th 1910

Filed for record at Tulsa, Oklahoma Dec 9 1909 at 1:55 o'clock P. M.

(SEAL)

By Joseph O. Sharp Deputy.

Joseph O. Sharp
Notary Public.

H. G. Mackley
Register of Deeds.

* The said first parties hereby receiving and expressly retaining a first and paramount lien upon the premises hereby conveyed as security for said cash and purchase money which underlies this so hereby acknowledged by said second parties.

After receipt of said cash and purchase money of the said first parties, the said second parties have received from them.