

husband and declared to me that she had of her own free will executed said instrument and had signed and sealed the relinquishment of dower and homestead or any other prospective right or claim whatsoever in and to said lands and improvements thereon, for the consideration, uses and purposes therein contained and set forth, without compulsion or undue influence of her said husband or any other person or persons.

WITNESS my hand and notarial seal at Tahlequah Oklahoma, this the day and year first next above set forth.

Leon Lawrence Leslie, Notary public.

(SEAL)

My commission expires March 27, 1913.

Filed for record Jan. 24, 1910, at 1:30 o'clock P. M.

H. C. Wackley Register of Deeds (Seal)

#### WARRANTY DEED.

THIS INDENTURE, made this 15th day of January, 1910 A. D. by and between J. F. Grosbie, party of the first part, and S. S. Mohrman., party of the second part:

WITNESSETH: that the said party of the first part, in consideration of the sum of \$150.00 one hundred fifty & no/100-----dollars, the receipt of which is hereby acknowledged, does hereby and by these presents, grant, bargain, sell and convey unto the said party of the second part his heirs, and assigns, the following described real estate, situated in the City of Tulsa, Tulsa county, state of Oklahoma, to-wit:

Lot. (3) Three, block (4) four, in the Grosbie neigh-s addition to the city of Tulsa, Oklahoma., according to the plat thereof.

TO HAVE AND TO HOLD the same together with all and singular the tenements, hereditaments and appurtenances therein and thereto belonging or in anywise appertaining thereto.

And the said J. F. Grosbie, for himself, his heirs, executors and administrators, does hereby covenant and agree to and with said party of the second part that at the delivery of these presents he is lawfully seized in his own right of an absolute and <sup>indefeasible</sup> estate of inheritance in fee simple in and to all and singular the above granted and described premises; that the same are free, clear, discharged and unincumbered of and from all former grants and titles, charges judgments of whatever kind or nature soever, except taxes.

That an assessment not to exceed ten per cent of the above named purchase price shall be levied at any time by the first party herein for the purpose of building a viaduct over the railroad of the St. Louis & San Francisco railroad, after said viaduct is completed and said assessment shall be a vendor's lien upon said premises, enforceable as such according to law.

No house shall be erected on any of the above described lots which shall cost less than \$1500.00 dollars. The above described premises and no part thereof shall ever be sold to any negro.

And that the said first party will warrant and defend the title to the premises above described, unto the said party of the second part his heirs and assigns against said part of the first, his heirs, and all and every person whomsoever lawfully claim-