

Know all Men by these Presents, THAT I, Edward J. Hines, a single man,of Tulsa, Indian Territory

for and in consideration of the sum of

Two Hundred and 00/100, (\$200.00)

DOLLARS,

to him in hand paid by J. W. Turleyof Arkansas City, Kansas

the receipt whereof is hereby acknowledged, have Granted, Bargained and Sold, and do hereby Grant, Bargain, Sell and Convey unto the said

J. W. Turley

and unto his heirs and assigns, the following described real estate situated in

the Cherokee Nation, Western District, Indian Territory, to-wit: -

Lots Thirteen (13) and Fourteen (14) in Block Two (2) in Turley's Addition to the City of Tulsa, Indian Territory, according to the recorded plat thereof.TO HAVE AND TO HOLD THE SAME unto the said J. W. Turley and unto his heirs and assigns forever, with all the privileges and appurtenances thereto belonging.And we, the said Edward J. Hines

for

myself and my heirs, executors, administrators and assigns, covenant with the said J. W. Turleyhis heirs and assigns, that said lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances; that I have goodright to sell and convey the same to the said J. W. Turley as aforesaid; and that Iwill and my heirs, executors, and administrators shall forever warrant and defend the title to said real estate against all lawful claims and demands whatever.And I, the said Edward J. Hines wife of the said

for and in consideration of the said sum of money, do hereby release and quit-claim, transfer and relinquish unto the said

and his heirs and assigns, all my right or possibility of dower in or to said lands.

The foregoing conveyance is on conditions: That, whereas, the said Edward J. Hinesis justly indebted to the said J. W. Turley in the sum ofTwo Hundred and 00/100 (\$200.00)

DOLLARS, for borrowed money, evidenced by

one promissory note of even date herewith for \$200.00, at 5% per annum and due one year after date;Now, if the said Edward J. Hines shall pay or cause said note to be paid, with interest, according to the tenor and effect thereof, then this instrument to be null and void; otherwise to remain in full force and effect.And it is hereby further stipulated that during the continuance of this instrument in force, the said Edward J. Hines shall at all times keep all taxes fully paid; as required by law, and shall keep the buildings on said premises insured against loss or damage by fire and tornado in the sum of not less than \$1000; loss, if any, payable to the said J. W. Turley as his interest may appear.And it is further hereby agreed that in case the said Edward J. Hines shall make default in payment of taxes or of keeping said building insured as aforesaid, then the said J. W. Turley or his legal representative, may pay such taxes, and effect such insurance, and the amount necessarily expended therefor, with interest at 5 per cent. per annum from the date of such expenditure until repaid shall be considered a sum, the repayment of which is intended to be hereby secured. And we hereby waive all rights of appraisal or redemption to which we are entitled under the Acts of the Legislature, approved March 17, 1879, and March 17, 1883, respectively.

And if default be made in payment of the sums hereby secured at maturity, or when the same or either of them becomes due and payable, then the said grantees, or

his assigns, agent or attorney, shall have power to sell said property at public sale, to the highest bidder, for cash, in Tulsa, Indian Territorypublic notice of the time and place of said sale having first been given 10 days, by advertisingin some newspaper published in said City of Tulsa or by printed or written handbills posted up in 3

public places in said city; at which sale the said grantees or assignees may bid and purchase as any third person might do; and we hereby authorize the said grantees or assignees to convey said property to any one purchasing at the said sale, and the receipts of his deed of conveyance shall be taken as prima facie true, and the proceeds of said sale shall be applied, first, to the payment of all costs and expenses attending said sale; second, to the payment of said debt and interest; and the remainder, if any, shall be paid to said grantors.

Witness my hand on this 21st day of January A. D. 1902Edward J. HinesSealSeal

## ACKNOWLEDGMENT.

UNITED STATES OF AMERICA, } ss.

Indian Territory, Western Districtthe undersignedOn this 21st day of January A. D. 1902, beforea Notary Public within and for the above District & Ter.duly commissioned and acting, appeared in person Edward J. Hinesto me personally well known as the person whose name appears upon the within and foregoing deed of conveyance as the part of grantor, and stated to me that he had executed the same for the consideration and purposes therein mentioned and set forth as his free voluntary act and deed, and I do hereby so certify.

And I further certify that on the same day voluntarily appeared before me

wife of the said Edward J. Hines the grantor herein, to me well and personally known as the person whojoined the said Edward J. Hines in making this conveyance, and in the absence of her said husband stated

and declared to me that she had of her own free will joined in the execution of the same, and had signed and sealed the relinquishment of dower and homestead therein expressed

for the purpose and consideration therein contained and set forth, without compulsion or undue influence of her said husband.

In Testimony Whereof, I have hereunto set my hand and seal of office as such Notary Public at the town of Tulsa, Western District, D.T.

the day and year last above written.

(SAL) My commission expires August 20th A. D. 1902W. H. Randolph Notary PublicFiled for record January 22nd 1902 at 2:01 o'clock P. M.Otha Lorton

Deputy Clerk and Ex-Officio Recorder.