

Know all Men by these Presents

Edward J. Hines a single man
residing at Tulsa, Indian Territory

for and in consideration of the sum of _____ DOLLARS

to me in hand paid by J. W. Hurley of the receipt whereof is hereby acknowledged, have Granted, Bargained and Sold, and do hereby Grant, Bargain, Sell and Convey unto the said J. W. Hurley and unto his heirs and assigns, the following described real estate situated in the Cherokee Nation, Western District, Indian Territory, to wit:
Lots Seventeen (17) and Eighteen (18) in Block Two (2) in Hurley's addition to the City of Tulsa,
Indian Territory, according to the annexed 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 ~~in~~ the said Edward J. Hines ~~myself~~ and ~~my~~ heirs, executors, administrators and assigns, covenant with the said J. W. Turley his heirs and assigns, that I am lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances; that I have good right to sell and convey the same to the said J. W. Turley as aforesaid; and that I will 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 in~~ the said 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 J. W. Turley 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. Hines
is justly indebted to the said J. W. Turkey in the sum of
Two 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 (1) year after date:

Now, if the said Edward J. House 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 \$ loss, if any, payable to the said 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. Dunlop or his legal representative, may pay such taxes, and effect such insurance, and the amount necessarily expended therefor, with interest at 8 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 appraisement 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 grantee, or his assign, agent or attorney, shall have power to sell said property at public sale, to the highest bidder, for cash, in the City of Tulsa, Indian Territory, public notice of the time and place of said sale having first been given _____ days, by advertising in some newspaper published in said _____ or by printed or written handbills posted up in _____ public places in said city; at which sale the said grantee or assignee may bid and purchase as any third person might do; and we hereby authorize the said grantee or assignee to convey said property to any one purchasing at the said sale, and the recitals 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 hands on this 21st day of January A. D. 1902

190.2...
Edward J. Hines

ACKNOWLEDGMENT

UNITED STATES OF AMERICA, } SS

On this 26th day of January, A. D. 1897, before

only commissioned and acting, appeared in person Edward J. Hines

to me personally well known as the person whose name appear ✓ upon the within and foregoing deed of conveyance as the part ✓ 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 _____ the grantor herein, to me well and personally known as the person who

joined the said _____ in making this conveyance, and in the absence of her said husband Walter _____ 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.

In Testimony Whereof, I have hereunto set my hand and seal of office as such Notary Public at the town of Tulsa, Western District, U. S.
 the 2nd day of May, 1901.

My commission expires August 20th A. D. 1908
Notary Public H. W. Randolph Notary Public