

P. 1. 21  
P. L.  
C. L.  
C. S.  
C. I.

## Know all Men by these Presents,

THAT I,

James W. Woodford

do hereby, of Tulsa, I.T.

in

for and in consideration of the sum of

DOLLARS,

Three Hundred fifty and no/100

to me in hand paid by J. H. McRiney

of Tulsa, I.T.

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

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

the incorporated town of Tulsa, Western District of Indian Territory, to-wit: Lot One (1), Block Three (3), Lindsay's Addition to Tulsa according to the official Plat thereof.

TO HAVE AND TO HOLD THE SAME unto the said J. H. McRiney and unto his heirs and assigns forever, with all the privileges and appurtenances thereto belonging.

And I, the said James W. Woodford, myself and my heirs, executors, administrators and assigns, covenant with the said J. H. McRiney 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. H. McRiney 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 I, the said J. H. McRiney, wife of the said J. H. McRiney, for and in consideration of the said sum of money, do hereby release and quit-claim, transfer and relinquish unto the said J. H. McRiney 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 James W. Woodford is justly indebted to the said J. H. McRiney Three Hundred fifty and no/100 DOLLARS, for borrowed money, evidenced by

One certain promissory note of even date for Three Hundred & fifty Dollars

Now, if the said James W. Woodford 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 James W. Woodford 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 \$1,000; loss, if any, payable to the said J. H. McRiney as his interest may appear.

And it is further hereby agreed, that in case the said James W. Woodford shall make default in payment of taxes or of keeping said building insured as aforesaid, then the said J. H. McRiney 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 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 grantee, or his assign, agent or attorney, shall have power to sell said property at public sale, to the highest bidder, for cash, in Tulsa, I.T.

public notice of the time and place of said sale having first been given 30 days, by advertising in some newspaper published in said Western District 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 1st day of November A. D. 1906.

James W. Woodford

Seal

Seal

## ACKNOWLEDGMENT.

UNITED STATES OF AMERICA,

SS.

Western District Indian Territory

On this 1st day of November

A. D. 1906, before

a Notary Public within and for the above Western District

duly commissioned and acting in person James W. Woodford

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 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 J. H. McRiney the grantor herein, to me well and personally known as the person who joined the said J. H. McRiney 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, I.T.

the day and year last above written.

(SEAL) My commission expires June 11

A. D. 1912.

Samuel P. McRiney

Notary Public.

Filed for record N.W. 1, 1906, at 1:40 o'clock P. M.

Otis Lorton  
Deputy Clerk and Ex-Officio Recorder.