

Grazing Lease Cherokee Nation, Oklahoma.

Transferable only with consent of the Secretary of the Interior.

This indenture made and entered into, in quadruplicate on this 29th day of July A D 1908 by and between John Duncan of Stilwell, Okla part of the first part and C L Brown of Stilwell Okla party of the second part, under and in accordance with the provisions of existing law and the rules and regulations prescribed by the Secretary of the Interior relative to grazing leases in the Cherokee Nation, Oklahoma.

WITNESSETH: That said party of the first part, for and in consideration of the covenants of the said party of the second part, hereinafter set forth does by these presents lease to said party of the second part, for grazing purposes only, the following described tract of land lying and being within the limits of the Cherokee Nation and within the State of Oklahoma, to-wit: The SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 9 and the W $\frac{1}{2}$  of the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 30 and the S $\frac{1}{2}$  of the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  and the NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of section Five (5) of section ##### to Township 21 of range 13 E of the Indian Meridian, and containing 90 acres more or less for the full term of 10 years from date hereof, and the said party of the second part in consideration of said premises, as above set forth, covenants and agrees with the party of the first part to pay said party of the first part as rental for the same the sum of Twenty -Two & 50/100 Dollars, being at the rate of twenty five cents per acre, payable as follows, to-wit:

Payable in advance on the first day of January of each year during the continuance of this lease.

Said party of the second part further covenants and agrees that at the expiration of the time mentioned in this lease he will surrender to said party of the first part peaceable possession of the leased premises in good condition, the usual wear and unavoidable accident excepted, and that failure, neglect or refusal to pay the rental, or any part thereof, when the same becomes due and payable, as herein provided, shall work a forfeiture of this lease and entitle the party of the first part, or whosoever shall be lawfully entitled to said premises, to enter and take possession of the same.

Said party of the second part further covenants and agrees that he will comply with all the quarantine laws or customs in force in the Cherokee Nation, Oklahoma as to excluding diseased or infected cattle or other animals from the premises, and that he will comply with such regulations as may be adopted by the Secretary of the Interior in the matter, and that he will comply with all the regulations at any time adopted by said Secretary of the Interior to prevent other allotments of individual Indians or tribal land from damage or interference by his cattle or other animals, and will not in any manner intrude on other Indian allotments or tribal lands.

It is understood and agreed by the parties hereto that the use of the leased premises by said party of the second part, or by any one holding under him as sub-lessee, or otherwise, for any purpose not covered by this lease, or the failure by the party of the second part, to pay the rental when the same becomes due, or in case the party of the second part fail, neglect or refuse to make improvements herein specified within the time mentioned such failure, neglect or refusal shall <sup>work</sup> a forfeiture of hereof. It is further understood and agreed by the parties hereto that the party of the second part will not permit any nuisance to be maintained on the premises, nor allow