

Grazing Leases Cherokee Nation Oklahoma

COMPARED

Transferable only with consent of the Secretary of the Interior

This indenture made and entered into in quadruplicate on this 27th day of July A D 1908 by and between Edward Longbird of Stillwell Oklahoma party of the first part, and C.L. Brown of Tulsa, Oklahoma 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 the said party of the first part for and in consideration hereinafter set forth, does by these presents lease to said party of the second part of the covenants of the 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 North Half of the Southwest quarter and the Northwest quarter of the southeast quarter of section 17 of Township 22 of range 13 E of the Indian Meridian and containing 120 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 Thirty and No /100 Dollars being at the rate of Twenty five cents per acre ^{as follows to wit payable} 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 accidents excepted, and that failure or neglect or refusal to pay the rental or any part hereof, 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 whomsoever 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} ~~such~~ regulations as any time adopted by the Secretary to prevent other allotments of individual Indians or tribal lands from damage or interference by his cattle or other animals ^{and} will not in any manner ~~interfere with or damage the lands or animals of any other Indian or tribal lands.~~ 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 a sublessee or otherwise, for any purpose not ^{covered} ~~covered~~ by this lease or the failure by the party of the second part to pay the rental when same becomes due or in case the party of the second part fails, ^{neglects} ~~neglects~~, or refuses to make improvements ^{mentioned} ~~mentioned~~ herein specified within the time ~~mentioned~~ such failure or neglect or refusal shall work a forfeiture hereof.

It is further understood and agreed by the parties hereto that the party of the second