

-----Grazing Lease Cherokee Nation , Oklahoma . -----

Transferable only with the Consent of the Secretary of the Interior .

This indenture made and entered in to, in quadruplicate on this 6th day of August a.d 1908 by and between William Swimmer of Cookson Okla party of the first part, and C. L. Brown of Tulsa 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 an 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 East 1/2 of S W 1/4 and the N W 1/4 of N W 1/4 of S E 1/4 of section 34 of township 23 of range 13 East of the Indian Meridian and containing 90 acres more or less, for the full term of Ten 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 said party of the first part to pay said party of the first part as rental for the same the sum of 225 Dollars being at the rate of 25 cents per acre payable as follows :-to-wit:-

T twenty Dollars and Fifty cents on or before January First of each year during the life 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 to 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 whomever 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 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 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 anyone holding under himself as a sublessee, 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 fails, neglects or refuses to ~~make~~ make the improvements herein specified within the time mentioned, such failure, neglect or refusal shall work a forfeiture hereof .

It is further ^{not} understood and agreed by the parties hereto that the party of the second part will permit any nuisance to be maintained on the premises, nor allow any ^{intoxicating} ~~intoxicating~~ liquors to be sold or given away for any ^{purpose} ~~purpose~~ on the leased premises ; and failure to comply with these conditions will work a forfeiture of the lease .