

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

Transferable Only With The Consent of the Secretary of the Interior .

This indenture made and entered into, in quadruplicate, on this Seventh day of August A D 1908 by and between Wilson Smith of Tahlequah party of the first part and C.L. Brown of Tulsa party of the second part, under and in accordance with the provisions of existing law and 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 tract of land lying and being within the limits of the Cherokee Nation, and within the State of Oklahoma, to-wit : The West 1/2 of the S W 1/4 of Section 3 Township 22 of Range 13 of the Indian Meridian and containing 80 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 party of the first part to pay said party of the first part as rental for the same the sum of 200.00 Dollars being at the rate of 25 cents per acre payable as follows, to-wit :

Twenty Dollars payable 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 or neglect or refusal to pay the ~~rent~~ 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 the <sup>quarantine</sup> 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 regulation 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 <sup>him</sup> himself as a sub-lessee, or otherwise, for any purpose not covered by this lease, or 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 the improvements herein specified within the time mentioned, such failure <sup>or</sup> refusal shall work a forfeiture 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 any intoxicating liquors to be sold or given away for any purpose on the leased premises; and failure to comply with these conditions will work a forfeiture of the lease .

It is further understood and agreed by the parties hereto that all buildings