

and improvements shall remain a part of said land, and become the property of the owner of the land as a part of the consideration of this lease, in addition to the other considerations herein specified.

It is further understood and agreed by the parties hereto that no sublease assignment or transfer of this lease, or of any interest therein or thereunder, can be directly or indirectly, made without the consent and approval of the Secretary of the Interior, and that any such assignment or transfer made or attempted without such consent and approval shall be void.

The covenants herein contained shall extend to and be binding upon the heirs, executors, administrators, successors, or assigns of the parties to this lease, and this lease shall be subject to all rules and regulations lawfully prescribed by the Secretary of the Interior, or which may be hereafter so prescribed by him.

The party of the second part here by acknowledge himself to be firmly bound for the faithful performance of the stipulations of this indenture of lease by and under the bond made and executed by the party of the second part as principal and H.E. Ellingwood as suret entered into the 0 day of 0 and which shall remain on file in the Indian Office.

It is expressly understood and agreed by the parties hereto that if the Secretary of the Interior is at any time satisfied that any of the covenants <sup>contained</sup> herein or that any of the provisions of any regulations heretofore or that may hereafter be lawfully prescribed by him, have <sup>been</sup> or are being violated he may cancel this lease, and that his declaration of cancellation shall be effective without resorting to the Court or without further proceedings; and that the lessor shall then be entitled to the immediate possession of the land.

In testimony whereof the parties of the first part and second parts herein have set their hands and affixed their seals the day and year first above written.  
Witness :

James D Ward

P.O. Collinsville, Okla, as to Wilson X Smith Seal  
John G Harnage mark

P.O. Tahlequah, Okla as to C L. Brown Seal  
ad to By H.E. Ellingwood Seal.

State of Oklahoma )  
County of Cherokee ) SS

Personally appeared before me the undersigned authority Wilson Smith and H.E. Ellingwood attorneys in fact for C.L. Brown and stated to me that they had executed the foregoing lease for the purposes and considerations therein expressed.

Witness my hand and seal this 7th day of August 1908.

Wm. Rasmus

SEAL. My commission expires April 12 -1909.  
(First Term) Filed for record Aug 8 1908 at 11 A.M. H.C. Walkley Reg. of Deeds (SEAL)