

COMPARED

-----: 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 6th day of August A D 1908 by and between Mortor Vann of ft Gibson 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 the rules and regulations prescribed by the Secretary of the Interior relative to grazing lease 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 : E 1/2 of SW 1/4 and SW 1/4 of NW 1/4 and SW 1/4 of NW 1/4 of NW 1/4 of NW 1/4

of Section 10 of Township 22 of Range 13 of the Indian Meridian and containing 110 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 the said party of the first part as rental for the same the sum of Twenty Seven and 50/100 Dollars being at the rate of 25 cents per acre, payable as follows, to-wit :

on the first day of January of each year during the time for which this lease is to run .

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 peace able 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 specified xxxxxx 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 regulations at any time adopted by said Secretary to prevent other allotments of Individual Indian 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 him, 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 the improvements herein specified, within the time mentioned , such failure, neglect, or 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