

It is further understood and agreed by 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 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 hereinafter, so prescribed by him.

The party of the second part hereby 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 surety entered into the day of 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 contained herein or that any of the provisions of any regulations heretofore or that may hereafter be lawfully prescribed by him, have been or are being violated, he may cancel this lease, and that his declaration of cancellation shall be effective without resorting to the Court and 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:

T.M. Adair

P.O. _____ as to Ned ^{his} X Scrapper _____ Seal
mark

G.W. Redbird

P.O. Stilwell Okla, as to

State of Oklahoma)
(SS
County of Adair .)

Personally appeared before me the undersigned authority Ned Scrapper Guardian of Ben Scrapper and stated to me that he had executed the foregoing lease for the purposes and considerations therein expressed.

Witness my hand and seal this 3rd day of Aug 1908.

W.H. Davis

Notary Public

SEAL.

My commission expires Aug 27- 1910.

Filed for record Aug 17 1908 at 10:45 A.M. H.C. Walkley Reg of Deeds. (SEAL)