

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} ~~any~~ liquors to be sold or given away for any purpose on the lease 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 consideration herein specified.

It is further understood and agreed by the parties hereto that no sub-lease, assignment, or transfer of this lease, or 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 ~~next~~ 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 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 2 day of 9 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 regulation 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 and second parts herein have set ^{their} ~~their~~ hands and affixed their seals the day and year first above written.

WITNESS:

Jackson Douring

P.O. Muldrow Okla as to John X Deerin water Seal
his mark

Kittie Browne

P.O. Sallisaw Okla, as to C.L. Brown Seal

By H.E. Ellingwood Atty in fact.

State of Oklahoma)
County of Sequoyah.) SS

Personally appeared before me the undersigned authority C.L. Brown and John Deerinwater and stated to me that they had executed the foregoing lease for the purposes and considerations therein expressed.

Witness my hand and seal this 11th day of Aug 1908.

SEAL. My commission expires Dec 22 - 1909

J.H. Baker
Notary Public

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