

## COMPARED

-----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 the 11<sup>th</sup> day of August A D 1908 by and between John Deerinwater as guardian for his minor son Chas Deerinwater of Muldrow, party of the first part and C.L. Brown of Tulsa Okla 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 leases in the Cherokee Nation, Oklahoma .

WITNESSETH: That said party of the first part for and in consideration of the covenant 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 :

S W 1/4 of S E 1/4 also S E 1/4 of S E 1/4 of S W 1/4 of section 8 of township 22 of range 13 of the Indian Meridian and containing 50 acres more or less for the full term of 10 years from date hereof, and the said party of the second part in consideration of the 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 \$ 125.00 Dollars being at the rate of 25 cents per acre , payable as follows , to-wit:

Twelve & 50/100 Dollars January first 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 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 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 the 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 the party of the second part or by any one holding under him, as a sub-lessee 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 or refusal shall work a forfeiture hereof .