

-----: 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 13 day of August A D 1908 by and between Nelson Hicks, Guardian for his Minor son George Hicks, of Moody party of the first part and Brown and Ellingwood parties of the second part, under and in accordance with the provisions of existing laws 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 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 :-

The East 1/2 of N.W. 1/4 of Section 28 of Township 22 of Range 13 of the Indian Meridian and containing 80 acres, more or less . for the full term of nine years from date hereof and the said parties of the second part in consideration of said premises, as above set forth covenants and agrees with the said party of the first part to pay said party of the first part as rental for the same the sum of 180 Dollars being at the rate of ~~twenty~~ 25 cents per acre , payable as follows, to-wit :

Twenty Dollars cash in hand the receipt of which is hereby acknowledge and Twenty Dollars January 1st 1910 and each succeeding January first during the life of this lease .

Said parties of the second part further covenants and agrees that at the expiration of the time mentioned in this lease they will surrender to said parties of the first part <sup>peaceable</sup> possession of the leased premises in good condition, the usual wear and unavoidable accidents 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 parties of the first part , or whomever shall be lawfully entitled to said premises, to enter and take possession of the same .

Said parties of the second part further covenant and agrees that they 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 they will comply with such regulations as may be adopted by the Secretary of the Interior in the matter, and that they will comply with all the regulations at any time adopted by said Secretary to prevent other allotments of individual Indians or tribal lands from damage or interference by their 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 <sup>himself</sup> himself as a sublessee, or otherwise, for any purpose not covered by this lease, or the failure by the parties 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 parties of