

-----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 13th day ⁰/_{of 08} A.D. 1908 by and between Nelson Hicks as guardian for his minor Son Henry Hicks of Moody Okla party of the first part and Brown & Ellijgwood 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 relathe to grazing leases in the Cherokee Nation, Oklahoma .

WITNESS.; That said pary of the first part for and in consid eration of the covenants of the said party of the second part, hereinafter set forth~~h~~ does by these presents lease to said parties 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 West 1/2 of the South east 1/4 of Sec (21) and the N W 1/4 of N W 1/4 of Sec (28) of Section 21 & 28 of Township 22 of Range 13 of the Indian Meridian and contain~~ing~~ 80 acres more or less for the full term of three years from date ~~whereof~~, and the said party of the second part in consideration of the said premises, as aboveset forth covenants and agrees withthe party of the first part to pay said party of the first part as rental for the same the sum of Sixty Dollars being at the rate of 25 cents per acre payable as follows, to-wit)

Twenty Dollars Cash in hand and Twenty Dollars payable January 1st 1910 and 1911 .

Said parties of the second part further covenat^v and agree^s that at the expiration of the time mentioned in this lease they will sur-render to said party of the first part peaceable possession~~h~~ of the leased premises in good condition the usual wear and unavoidable accidents exc epted, and that failure , neglect or refusal to pay the rental o~~r~~ 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 whom-soever shall be lawfully entitled to said premises, to exer and take possession of the same.

Said parties of the second part further covenant and agrees that they will comply with all the qua rantine l aw~~s~~ or customs in force inthe Cherokee Nation, Oklahoma as to excluding diseased or infected cattle or other animals from the premises and that 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 Indian ^{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 any one holding ~~under~~ themselves as a sublessee, or otherwise, for any purposes 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 ~~if~~ the parties of the second part fails ~~m~~ 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