

-----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 Aug A D 1908 by and between ^{Nelson} ~~Nelson~~ Hicks as guardian for his minor son Jeff Hicks of Moodys party of the first part and Brown and Ellingwood of Tulsa party of the second part, under and in accordance with the provisions of ^{provided by} ~~a~~ existing law and the rules and regulations of 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 S W 1/4 of N W 1/4 of Section 28 of Township 22 of Range 13 of the Indian Meridian and containing 40 acres more or less for the full term of one year from date hereof and the said party of the second part in consideration of 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 Ten Dollars being at the rate of 25 cents per acre payable as follows: *to-wit* :

Cash in hand the receipt of which is hereby acknowledged .

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 accidents excepted and that failure ~~xxx~~ 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 party of the second part further covenants 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 themselves as a sublessee, ~~for any purpose not covered by this lease~~ 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~~ pay the rental when the same ~~becomes due~~ due, or in case the parties of the second part fails, neglects, or refuses to make the improvements herein specified within the time mentioned such failure ~~xxx~~, neglect or refusal shall work a forfeiture hereof .

It is further understood and agreed by the parties hereto that the parties of the second part will not permit any nuisance to be maintained on the premises nor allow