any intoxicating liquors to be sold or given away for any purpose on the leased 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

1. The second second

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Seal

Seal

owner of the land, as a part of the consideration of this lease, in addition to the other consideraions herein specified .

It is further understood and agreed by the parties her to that no sublease assignment, or transfer of this lease, or of any interest therein or thereunder, can bydirectly or indirectly made without the consnett and approval of the Secretary of the Interior and hat any such assignment or transfer made or attempted wit hout such consent and approval shall be void .

The covenants herain contained shall extend abd be binding upon the heirs, administrators, successorsh or assigns of the partile to this lease, and this lease shall be subject to all the rules and regulations lawfully prescribed by the Secretary of the Interior or which may he hereafter so prescribed byhim .

The parties of the second part hereby acknowledge themselves to be firmly bount for the faithful performance of the stipulations of this indenture of lease by and under the bond made and executed by the parties of the second part as principal and  $\stackrel{o}{-}$ as suret<sup>2</sup> entered into the  $\stackrel{\flat}{\rightharpoonup}$  day of  $\stackrel{\diamond}{-}$  and which shall remain on file in the Indians 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 regulations heretofre or that 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 hands and affixed their seals the day and year first above written . Witness .

his Nelson X Hicks

James D Ward

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J.H	Bauder					
P.0.	Oklahoma, being with	Okla as	to $\frac{1}{\sqrt{2}}$	To B	rown &	Ellingwood
of t]	he parties		1 <i>0</i>			By H.E.El

P.O. Collinsville Okla , as to

By H.E.Ellingwood

State of Oklahoma County of Cherokee .

Personall y appeared before me the undersigned auttority Nelson Hicks and Brown & Ellingwood by H.E.Ellingwood and stated to me that

they had executed the foreging lease for the purposes and considerations therein expressed Witness my hand and scal this I3th day of August 1908 .

Wm. F Rasmus Notary Public SEAL. My commission expires April 12 -1909 (First Tarm )

Filed for record Aug 27 1908 at II A.M. H.C.Walkley Reg of De ds (SEAL)