

lease by and under the bond made and executed by the party of the second part as principal and H.E. Ellingwood as surety entered into the day of - and which shall remain on file in the Indian office.

It is expressly understood and agreed by the parties hereto that if the Secretary of the Interior at any time satisfied that any of the covenants contained herein or any of the provisions of the regulations heretofore or 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

James Waterfall as to

Mike ^{his} Waterfalling seal
mark

P.O. Hideon Okea

Lee Waterfalling

P.O. Hideon Okea as to,

- State of Oklahoma, ss Personally appeared before me the undersigned authority Mike Waterfalling and stated to me that he ^{had} executed the foregoing lease for the purposes and considerations therein expressed.

Witness my hand and seal this 18th day of Sept 1908.

my commission

B. F. Bailey

expires May 7th 1911

Notary Public

Filed for record Sep 21 - 1908 at 8³⁰ a.m.

seal H.C. Walker

Reg. by Deeds