

219029 C. J.

QUADRUPLICATE

4457

GRAZING AND HAY CUTTING LEASE

This Indenture of Lease, Made and entered

* MISCELLANEOUS
 * RECEIVED
 * DEC 9, 1922
 * ENCL. TO
 * NO. 74725
 * Supt. Five Civilized Tribes

into in quadruplicate on this 28 day of October, A. D. 1922, by and between David Marrs, of Vian Okla., enrolled as a ----- citizen of the Cherokee Nation, Roll No. 29832, party of the first part, hereinafter designated as lessor, and Gid Graham, of Nowata, Okla., party of the second part, hereinafter designated as lessee, under and in pursuance of the provisions of the act of Congress approved May 27, 1908 (35 Stat. L. P. 512):

WITNESSETH: That for and in consideration of the rents, covenants, and agreements hereinafter provided, on the part of the lessee to be paid and performed, the lessor doth hereby let and lease unto the said lessee for grazing and hay-cutting purposes only, the following described tract of land lying and being within the limits of the Cherokee Nation, and within the county of Tulsa, State of Oklahoma, to-wit: The SE $\frac{1}{4}$ of SW $\frac{1}{4}$ and SE $\frac{1}{4}$ NE $\frac{1}{4}$ ^{SW $\frac{1}{4}$} of Sec. 3; Twp. 22; Range 13 (Homestead) containing 50 acres, more or less, for the period beginning on the 1 day of January 1923, fully to be completed and ended on the 31 day of Dec. 1928, subject to the conditions hereinafter provided for.

The said lessee in consideration of said premises, as above set forth, covenants and agrees to pay to the Superintendent for the Five Civilized Tribes for the use and benefit of the lessor as rental for the same, the sum of One Hundred fifty Dollars (\$150.00), being at the rate of 50/100 Dollars (\$0.50) per acre per annum, payable as follows, to-wit: \$25.00 cash upon approval of this lease, as rental for year 1923; and \$25.00 to be paid on first day of July 1924; and \$25.00 to be paid on July 1 of each year thereafter during term of this lease.

ROYALTY NO. 13823

The lessee agree that he will, at -----own expense, within ----- from the date of the approval hereof by the Secretary of the Interior, build, construct and erect the following improvements upon the above described land; -----allof which are to be constructed in a substantial and workmanlike manner and of durable material.

The lessee agree to keep said premises in good repair; to commit no waste thereon; to not alter said premises except as may be herein provided; and to turn same over to the lessor at the expiration of this lease in as good condition as they now are, the usual wear, inevitable accidents, and loss by fire excepted.

Any repairs made on the fences and buildings on said lands by the lessee shall be considered to be done for the convenience of the lessee and for which he shall receive no pay from the lessor, and the same shall become a part of the premises.

And it is further agreed that if the lessee shall fail to pay the rents when due, or construct or place improvements on said land, as contracted for in the manner herein provided, or fail to comply with or violate any of the provisions of this contract, the lessor may at his option, declare the lease forfeited by giving notice as required by law, and may thereupon re-enter and take possession of said premises and eject the lessee therefrom, but such forfeiture shall not release the lessee from paying all rents contracted for nor from damages for such failure or violation.

The said lessee further covenant and agree that at the expiration of the time mentioned in this lease he will deliver up the possession of the premises herein described, peacefully and without legal process for the recovery thereof.

It is expressly understood and agreed by the parties hereto, that any sublease, assignment or transfer of this lease, or any interest therein or thereunder, may be made only with the consent and approval of the superintendent for the Five Civilized Tribes, and any