

Grazing Lease, Cherokee Nation, Oklahoma

This indenture made and entered into, in quadruplicate, in this 25 day of August A.D. 1908, by and between Isaac Scharb of Lawrence, party of the first part, and C. L. Brown of Tulsa, Oklahoma, party of the second part, under and in accordance with the provision of existing law and the rules and regulations prescribed by the Secretary of the Interior relative to grazing leased in 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, having first set forth, above 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 E. 1/4 of the N. 77 of section 34, of Township 22, of Range 13, of the Cherokee Meridian and containing 50 acres more or less, for the full term of ten years from date hereof, and the said party of the second part, in consideration of said premises, or above recited tract, covenanted and agreed with the party of the first part to pay said party of the first part as rental for the same the sum of Two hundred dollars, being at the rate of 25.00 per acre payable as follows, to-wit: Twenty dollars on the first day of January of each year for the term for which this lease is to run.

Said party of the second part further covenanted and agreed 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 land premises in good condition, the usual wear and tear, unavoidable accidents excepted, and that failure, neglect, or refusal to pay the rental, or any part thereof, when the same became due and payable, as herein provided, shall work a forfeiture of this lease and entitled the party of the first part, or whomsoever shall be lawfully entitled to said premises, to enter and take possession of the same.

Said party of the second part further covenanted and agreed that he 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 that they will comply with such regulations as may be adopted by the Secretary of the Interior in the matter, and shall he well comply with the regulations at any time adopted.