

Leasing Lease - Nation Oklahoma.

Transferable only with consent of the Secretary of the Interior. This indenture made and entered into, in quadricentary, on this fifth day of August A. D. 1908 by and between William McPherson of Tullywah, Okla., party of the first part, and O. L. Brown of Tulsa, party of the second part, made and in accordance with the provisions of existing law and the rules and regulations prescribed by the Secretary of the Interior relative to grazing leases in the Cherokee Nation, Oklahoma. Whereas, That said party of the first part, for and in consideration of the sum of one hundred dollars, hereinafter set forth, does by the covenants of the said party of the second part, for grazing purpose that parcel lease to said party of the second part, for grazing purpose 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. 1/4 of the N. 1/4 of section 19, of township 23, Range 13, of the Indian meridian, and containing 40 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, 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 one hundred dollars, being at the rate of 25 cents per acre, payable as follows, to-wit: Ten dollars payable January first 1909 and ten dollars, payable on or before the first day of January of each year during the life of this lease. Said party of the second part further covenants and agrees that at the expiration of the term 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 reasonable residue deposited, and that failure, neglect or refusal to pay the rental, or any part thereof, within the time hereinafter and payable, as herein provided, shall work a forfeiture of this lease and vitiate the party of the first part, or whomsoever shall lawfully entitled to said premises, to enter and take possession of the same. Said party of the second part further covenants and agrees that he will comply with all the regulations, laws or customs in force in the Cherokee Nation, Oklahoma, as to packing, securing and marketing cattle or other animals from the premises, and that he will comply with such regulations as may be adopted by the Secretary of the Interior in the matter and that he will comply with all the regulations at any time adopted by said Secretary to prevent other all kinds of individual Indian or tribal lands from damage or interference by the cattle or other animals