

Graying Lease, Cherokee Nation, Oklahoma.

Correctly D. Manner
Edna M. Manner
Edna M. Manner

This indenture made and entered into, in goodly part, on this 5th day of August A.D. 1905, by and between Joseph L. Manner, as Guardian for the minor children of Tahlequah Creek, party of the first part, and E. L. Brown of Tulsa, party of the second part, under and in accordance with the provisions of existing law and the rules and regulations provided by the Secretary of the Interior relative to graying leas 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, hereinafter set forth, do by these presents have to and of the second part, for graying 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: North 1/4 of the almost same being that West 1/2 of the NW 1/4 and West 1/2 of SW 1/4 of NW 1/4 Sec. 17, T. 24 N. R. 12 E. of the NW 1/4 of NW 1/4 of NW 1/4 of Sec. 17 of section 9 and 14 of township 22, of range 13 of the Indian Meridian, and containing 26.0 acres, more or less, for the full term of 6 six years from date hereof, and the said party of the second part, in consideration of said premises, as above set forth, have granted and agreed with the party of the first part to pay said party of the first part or heretofore for the same the sum of \$900.00 dollars, being at the rate of \$150.00 per acre, payable as follows, to-wit: Fifty five dollars payable January first of each year during the life of this lease.

And party of the second part further covenants and agrees 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 leased premises in good condition, the usual wear and unavoidable accident excepted, and that failure, neglect, or refusal to pay the rental on any part thereof, when the same becomes due and payable as herein provided, shall render a forfeited of this lease and entitle the party of the first part, or whoever shall be 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 guarantees laws or customs in force in the Cherokee Nation, Oklahoma, as to grazing, hunting or inflated cattle or other animals from the premises and that he will comply