

and loss by fire excepted. ~~COMPARED~~

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 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 sub-lease, assignment or transfer of this lease, or of any interest therein or thereunder, may be made only with the consent and approval of the Superintendent for the Five Civilized Tribes, and any assignment or transfer made or attempted to be made without such consent and approval shall be void.

The covenants and agreements hereinbefore mentioned shall extend to and be binding upon the heirs, assigns, executors, and administrators of the parties to this lease.

In Witness WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

Gertrude Strahl, Tulsa, Okla.

WITNESS TO MARK

O. L. Stewart

Thumb Mark

William Bryan  
P. O. Wekiwa, Okla

Annie Fobela nee Gooden  
lessor.

R. H. Hoss  
Lessee.

P. O.  
Piott, Okla.

P. O. Gertrude Strahl  
Tulsa, Oklahoma,

William Bryan  
Mounds, Okla.

STATE OF OKLAHOMA, )  
COUNTY OF TULSA ) SS.

Before me, Robt W. Gibbs, in and for said county and state on this 2nd day of January 1924, personally appeared Annie Fobela (nee Gooden) R. H. Hoss to me known to be the identical persons who executed the within and foregoing lease, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires June 8, 1924

(SEAL)

In Seal  
Robt W. Gibbs, Notary Public  
Department of the Interior,  
United States Indian Service, Five Civilized  
Tribes,

Tulsa, Okla., 3-25-1924

The within lease is forwarded to the Superintendent for the Five Civilized Tribes with recommendation that it be APPROVED. See my report of even date.

Eldon Lowe  
Field Clerk

ROYALTY NO. 49570

Office of Superintendent for the  
Five Civilized Tribes  
Muskogee, Oklahoma, Mar 27, 1924

APPROVED

C. J. Hunt  
Acting Superintendent for the Five Civilized Tribes