

allottees of the Five Civilized Tribes.

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 the lands and premises described as follows, to-wit: The Northeast Quarter of the Northwest Quarter of Section, Thirty-one, (31), Township Eighteen (18), Range Fourteen (14); and containing 40 acres, more or less, for the period beginning on the First day of January, 1925, fully to be completed and ended on the thirty-first day of December, 1928, subject to the conditions hereinafter provided for. *Royalty 49737*

The said lessee in consideration of said premises, as above set forth, covenant and agree to pay to the Superintendent for the Five Civilized Tribes for the use and benefit of the said lessor as rental for the same, the sum of Four Hundred Dollars (\$400.00), being at the rate of One hundred Dollars (\$100.00) per acre per annum, payable as follows, to-wit: Four hundred dollars cash;

The lessee agree to break out and place in a state of Cultivation acres of said land not now in cultivation before the day of .....191....., and further covenant..and 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: None

all of which are to be constructed in a substantial and workmanlike manner and of durable material.

The less agree to keep said premises in good repair; to work and farm said premises in a good husbandlike manner; to commit no waste thereon; to not alter said premises except as may be herein provided; to at all times plow and tend said premises to the best advantage of lessor, and the lessor; 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 as 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.