

(\$400.00), being at the rate of Two and No/100 Dollars (\$2.00) per acre per annum, payable as follows, to-wit: \$80.00 upon execution of contract, receipt of which is hereby acknowledged; \$80.00 Jan. 1, 1925; \$80.00 Jan. 1, 1926; \$80.00 Jan. 1, 1927; \$80.00 Jan. 1, 1928.

#### STIPULATION.

I, Stephen B. Nelson, lessee in a certain agricultural lease executed August 9, 1923, by Sammie Naharkey covering his homestead allotment described as the NW4 of NE 4 of Sec 34, T. 19 N., R. 12 E., hereby agree to pay a rental of \$95.00 per annum for said lease during its term instead of \$80.00 as provided for in said lease, the said \$95.00 being the rental value of said land as placed on same by the U. S. Land appraiser.

Dated this 22nd day of August, 1923.

Stephen B. Nelson

The lessee agree--- to break out and place in a state of cultivation None acres of said land not now in cultivation before the ----- day of -----, 19-----, 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 lessee agrees 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 himself 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 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.

The lessee agrees that he will not permit the use of any part of the leased premises for the manufacture, sale, gift, or storage of any distilled, fermented, or other process intoxicating liquors or beverages, and that he will not permit the introduction of any intoxicating liquors or beverages into or upon the leased premises. And it is expressly understood and agreed by the parties hereto that any violation of this clause by the lessee, or by his knowledge, shall render this lease voidable at the option of the Commissioner of Indian Affairs.

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 the manner herein provided, or fails 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 covenants and agrees 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.