

190 Any repairs made on the fences and buildings on said lands by the lessee shall be
198 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 pro-
vided, 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 men-
tioned in this lease he will deliver up the possession of the premises herein described, peace-
fully 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.

WITNESSES:

Eldon Lowe

P. O. Tulsa, Okla.

Cheparney Fisher
Lessor.

Ruby Holman

P. O. Tulsa Okla.

Frances E. Nelson

P. O. Tulsa, Oklahoma

T. J. Whitfield
Lessee

Stephen B. Nelson

P. O. Tulsa, Oklahoma

STATE OF OKLAHOMA,)
County of Tulsa) ss.

Before me, a Notary Public in and for said county and state, on this 21st day of
July, 1924, personally appeared Cheparney Fisher in my presence and in the presence of
Eldon Lowe & Ruby Holman to me known to be the identical person who executed the within and
foregoing lease as witnesses and acknowledged to me that he executed the same as his free and
voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires Apr. 13, 1928 (SEAL) Beatrice Hoff, Notary Public

Department of the Interior,
United States Indian Service, Five Civilized Tribes,
Tulsa Okla., 11-6-24

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

Eldon Lowe, field Clerk

Office of Superintendent for the
Five Civilized Tribes,
Muskogee, Oklahoma, Nov. 12, 1924

Approved as to land lying North of Railroad
APPROXIMATELY 32.07 acres

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