

COMPARED

PP.

GRAZING LEASE, CHEROKEE NATION, OKLAHOMA/

TRANSFERABLE ONLY WITH THE CONSENT OF THE SECRETARY OF THE INTERIOR.

THIS INDENTURE, made and entered into in quadruplicate, on this 11th, day of Feby. , A. D. 1909, by and between Nancy Gritts, of Stilwell, Okla., party of the first part, and C. L. Brown of Tulsa, Okla., party of the second part, under and in accordance with the provisions of the existing laws and the rules and regulations prescribed by the secretary of the interior relative to grazing leases in the Cherokee Nation, Oklahoma.

WITNESSETH: That the said party of the first part, for and in consideration of the covenants of the said party of the second part, hereinafter set forth, does by these presents lease to the party of the second part, for grazing 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: The S/2 of the SW/4 of Section 17, of Township 22, of Range 13 E., of the Indian Meridian and containing 80 acres, more or less, for the full term of ten years from the date hereof, and the said party of the second part, in consideration of said premises, as above set forth, covenants and agrees with the party of the first part to pay said party of the first part as rental for the same the sum of Two Hundred and no /100 Dollars, being at the rate of twenty five cents per acre, payable as follows: Twenty Dollars (\$20.00) April 1st, 1909, and Twenty Dollars (\$20.00) January 1st, of each succeeding year during the life of this lease.

Said 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 accidents excepted, and that failure, neglect, or refusal to pay the rental, or any part thereof, when the same becomes due and payable, as herein provided, shall work a forfeiture of this lease and entitle the party of the first part, or whomever 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 the quarantine laws or customs in force in the Cherokee Nation, Oklahoma, as to excluding diseased or infected cattle or other animals from the premises, and that he will comply with such other regulations as may be adopted by the Secretary of the Interior in the matter, and that he will comply with all the regulations at any time adopted by said Secretary to prevent other allotments of individual Indians or tribal lands from damage or interference by his cattle or other animals, and will not in any manner intrude on other Indian allotments or tribal lands.

It is understood and agreed by ~~and between~~ the parties hereto that the use of the leased premises by said party of the second part, or any one holding under him as a sublessee, or otherwise, for any purpose not covered by this lease, or the failure by the party of the second part to pay the rental when the same becomes due or in case the party of the second part fails, neglects, or refuses to make the improvements herein specified within the time mentioned, such failure, neglect or refusal shall work a forfeiture hereof.

It is further understood and agreed by the parties hereto that the party of the second part will not permit any nuisance to be maintained on the premises, nor allow any intoxicating liquors to be sold or given away for any purpose on the leased premises; and failure to comply with these conditions will work a forfeiture of this lease.

It is further understood and agreed by the parties hereto that all buildings and improvements shall remain a part of said land, and become the property of the owner of the land as a part of the consideration for this lease, in addition to the other considerations herein specified.

It is further understood and agreed by the parties hereto that no sublease, assignment or