

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 whomsoever shall be lawfully entitled to said premises to enter and take possession of the same.

Said party of the second part further coveants and agrees, that he will comply with all 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 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 the parties hereto that the use of the leased premises by said party of the second part, or by anyone 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, such failure, neglect or refusal shall work a forfeiture of this lease.

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 of 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 transfer of this lease or any interest therein or thereunder, can be directly or indirectly, made without the consent and approval of the Secretary of the Interior, and that any such assignment or transfer made or attempted without such consent and approval shall be void.

The covenants herein contained shall extend to and be binding upon the heirs, executors administrators, successors <sup>or</sup> ~~and~~ assigns of the parties to this lease, and the lease shall be subject to all the rules and regulations lawfully prescribed by the Secretary of the Interior, or which may <sup>be hereafter</sup> ~~hereafter~~ so prescribed by him.

The party of the second part hereby acknowledged himself to be formerly bound for the faithful performance of the stipulations of this indenture of lease by and under the bond made and executed by the part... of the second part as principal and the United States Fidelity and Guaranty Company of Baltimore, Maryland, as surety, entered into the 9th, day of April 1909, and which shall remain on file in the Indian Office.

It is expressly understood and agreed by the parties hereto that if the Secretary of the Interior is at any time satisfied that any of the covenants contained herein, or that any of the provisions of any regulations heretofore or that may hereafter be lawfully prescribed by him, have been or are being violated, he may cancel this lease, and that his declaration of cancellation shall be effective without resorting to the court and without further proceedings, and that the lessor shall <sup>there</sup> be entitled to the immediate possession of the land.

IN TESTIMONY WHEREOF, the parties of the first and second parts herein have set their hands and affixed their seals, the day and year first above written. All erasures above made before signing of this instrument.

WITNESS