

\$125.00 cash in hand, the receipt of which is hereby acknowledged.

Said party of the second part further covenants and agrees that he will, at his own expense, within-----years from the date of the approval hereof by the Secretary of the Interior, inclose the leased premises by a barbed wire fence of not less than three strands, strung on posts set or driven two feet into the ground and not more than sixteen and one half feet apart, and of the material usually used in the Creek Nation, Oklahoma, for this purpose, or other fence of equal strength and durability; that all improvements, such as ~~hogpens~~, cattle corrals, etc, shall be constructed in a substantial manner, and of durable material, and that which is done, will build and erect other improvements on said premises as follows:-----

that-----will within-----years from date of said approval plant
-----acres of the leased premises in fruit of of the following kinds
or classes: (a)-----
and that-----will break out and put into a proper state of cultivation each
year acreage as follows: First year,-----acres, second year,-----acres;
third year,-----acres; fourth year,-----acres, fifth year,-----acres;
sixth year-----acres; seventh year,-----acres; eighth year,----acres,
ninth year,-----acres; tenth year,---acres.

Said party of the second part further covenants and agrees that he will, and at his own expense, insure against loss by fire in some reliable fire insurance company, at their reasonable insurable value, all buildings now on said leased premises or that may hereafter be erected thereon by or for said party of the second part, or by any one holding under said party of the second part as a sublessee or otherwise.

Said party of the second part further covenants and agrees that in case any of the buildings now on said leased premises, or any of those hereafter erected thereon during the life of this lease, under the provisions hereof, shall be destroyed by fire he will, immediately after such destruction, erect thereon, another building or buildings, as the case may be, equally as substantial and appropriate for the purpose for which used as was or were the ~~buildings~~ ^{building} destroyed as aforesaid.

The 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 the said party of the first part peaceable possession of the leased premises in good condition the usual wear and unavoidable accidents excepted, and that the 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

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, or in case the party of the second part fail-- neglect--, or refuse to make the improvements herein specified within the time mentioned, such failure, neglect or refusal shall work a forfeiture hereof.