

It is further understood 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 shall work a forfeiture hereof.

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 of 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 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, or assigns, of the parties to this lease, and this lease shall be subject to all rules and regulations heretofore prescribed by the Secretary of the Interior, or which may be hereafter prescribed by him relative to leases covering lands of allottees of the Five Civilized Tribes.

The party of the second part hereby acknowledges himself to be firmly bound for the faithful performance of the stipulations of this indenture of lease by and under the bond made and executed by the party of the second part as principal and ----- as surety, entered into the ----- day of -----, 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, after ten days' notice to the parties, cancel this lease, and that his declaration of cancellation shall be effective without resort to the court and without further proceedings, and that the lessor, shall then be entitled to the immediate possession of the land.

In Testimony Whereof, the parties of the first and second parts have hereunto set their hands and affixed their seals the day and year first above written.

Tiger Pigeon, P.O. Sapulpa, Okla.)
W.L. McEvans, P.O. Sapulpa, Okla.)

Her
As to Alice X. Futtell (seal)
Mark

Tiger Pigeon, P.O. Sapulpa, Okla.)
W.L. McEvans, P.O. Sapulpa, Okla.)

As to Bruce Sibert (seal)

Acknowledgment.

State of Oklahoma, Creek County, S.S.

Before me, the undersigned Notary Public in and for said County and State on the 10th day of December 1909, personally appeared Alice Futtell, nee Madison, and Bruce Siberts, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.