

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 provided, 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 such failure or violation.

The said lessee further covenants and agree that at the expiration of the time mentioned in this lease he will deliver up the possession of the premises herein described, peaceably 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 Secretary of the Interior, 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.

The lessee hereby acknowledges to be firmly bound for the faithful performances of the stipulations of this lease, by and under the bond made and executed by said lessee as principal and-----, and-----suret-----entered into this -----day of-----19--- and which shall remain on file in the Indian Office.

In witness whereof, the parties hereto have hereunto set their hands the day and year first above written.

Witnesses:

J. H. Cobb, P.O. Sapulpa, Okla.
Charles W. Kellogg, P.O. Sapulpa, Oklahoma.

Charles Bailey Lessor

J. H. N. Cobb, P.O. Sapulpa, Okla.
Charles W. Kellogg, P.O. Sapulpa, Oklahoma

W.E. Privett. *W.E. Privett*

State of Oklahoma, County of Creek, S.S.

Before me a Notary Public in and for said county and state, on this 16th day of March 1910, personally appeared Charles Bailey and W.E. Privett, to me known to be the identical persons who executed the within and foregoing lease, 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.

(seal)

Charles W. Kellogg, Notary Public.

My commission expires December 2nd, 1911.

Department of the Interior, United States Indian Service, Union Agency, Muskogee, Okla. Apr. 11, 1910

The within lease is forwarded to the Commissioner of Indian Affairs with recommendation that it be approved. See my report of even date.

(Triplicate)

Dana H. Kelsey, United States Indian Superintendent. *D.H. Kelsey*

Department of the Interior, Office of Indian Affairs, Washington D.C. Apr. 20, 1910.

Respectfully submitted to the Secretary of the Interior with recommendation that it be approved.

R. G. Valentine, Commissioner.

Department of the Interior, Washington D.C. April 23, 1910. APPROVED.

Frank Pierce, First Assistant Secretary of the Interior.