

by one hundred (100) feet shall be buried below the plow line and the said Adesta Berry shall have the privilege of using the surface of the said ground subject to the easement herein granted. To Have and to Hold the same unto the said Union Construction Company and unto its successors and assigns forever and hereby covenants with the said Union Construction Company that she and her heirs and assigns will forever warrant and defend the said easement in the said land against all claim whatever. All provisions of this conveyance shall be binding upon the successors and assigns of said Union Construction Company and the heirs, executors, administrators and assigns of the said Adesta Berry.

This easement is made to perfect title under easement dated 2nd day of July July 1907 made after the grantor's restrictions were removed but before the same became effective by reason of the order removing such restrictions containing a provision making the same effective thirty days from the date thereof.

Witness: their hands and seals on this 23 day of Oct 1907.

Adesta Berry

Indian Territory, { Be it remembered that on this Western District } day came before me the undersigned a notary public within and for the Western District of the Indian Territory Howard Adesta Berry duly commissioned and acting Adesta Berry to me known as the grantor in the foregoing easement and states that she had executed the same for the consideration and purposes therein mentioned and set forth.

Witness my hand and seal as such Notary Public on this 23rd day of Oct. A.D. 1907

Claude F. Tingle

Notary Public

my commission expires

western

Sept 17th 1910.

my commission expires

Oct 28/1907 at 3 P.M.

Ats. Linton Dep. Atty. Gen. Okla. Territory