

taking of oil, gas, coal and other minerals of every kind and character in the said land.

The party of the second part, its successors and assigns, shall, and it is hereby granted the right to use a sufficient part of the surface of said land to take, store and remove all coal, oil, gas and other minerals of every kind discovered upon said land, and shall have a right to use a sufficient amount of water from said lands to properly take and dispose of said minerals and for this purpose may dig and bore wells for water if necessary.

The party of the second part, its successors and assigns in entering upon said property and developing the same for any mineral purposes shall do as little damage to growing crops as possible, and shall pay to the party of the first part, his heirs, successors or assigns such damage as said growing crops shall have sustained by the use of the surface of the said land for the taking removing and storing of said minerals.

For the said consideration the said party of the second part, its successors and assigns, is hereby granted a full and complete right to store any oil taken from said land in wooden, iron or steel tanks upon said land, and to retain the same therein until it shall desire to dispose thereof, and is hereby expressly granted the right to sell the said oil, together with the tanks containing it, to any person or corporation, and to grant to such person or corporation the right to retain said oil in tanks upon the said lands.

It is further agreed that the party of the second part, its successors and assigns, shall have the right to maintain in any court having competent jurisdiction of the parties and the subject matter, an ejectment suit against the party of the first part, their heirs successors or assigns, in the event possession of said land for mineral purposes shall be denied and withheld from the party of the second part, its successors and assigns, and in such suit the plaintiff therein shall recover possession of the surface of all of said lands or such part as suit may be brought for, and this right to sue in ejectment shall exist in the party of the second part, its successors and assigns whether possession has or has not been in the party of ~~the~~ second part, its successors or assigns.

It is understood and agreed by and between the said parties that all of the conditions between the parties to this contract shall extend to their heirs, successors and assigns.

TO HAVE AND TO HOLD the said described rights, privileges and premises unto the said party of the second part, its successors and assigns forever, free, clear and discharged of and from all former grants, charges, taxes, judgements, mortgages and other liens and incumbrances of whatsoever nature.

Signed and delivered this 16, day of November, 1908.

WITNESSES to Signature:

his  
Daniel X Landrum  
mark

H. K. Trammell

(SEAL)

#### A C K N O W L E D G E M E N T.

STATE OF OKLAHOMA,     )  
                                  ) SS.  
COUNTY OF MUSKOGEE,    )

Before me, a Notary Public within and for said County and State, on this 16, day of November, 1908, personally appeared Daniel Landrum, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

WITNESS my hand and seal as such Notary Public, on the day last above mentioned.

H. K. Trammell,

(SEAL) My commission expires 8-21-1910.

Notary Public

Filed for record Nov. 17, 1908/ 8 am.

H. C. Walkley, Register of Deeds (SEAL)