

WHEREAS, said assignment was duly approved by the Department of the Interior; and,

WHEREAS, it is necessary for the protection and preservation of the oil under said property and for the protection of the interest of said minor, in said oil, to build, equip and maintain large steel tanks for the storage of oil taken from the land of the said minor as aforesaid, under and by virtue of the oil and gas mining lease herein referred to.

IT IS THEREFORE AGREED, by and between the parties hereto, that the parties of the second part may erect, equip and maintain upon said land during the life of said oil & gas mining lease such steel tanks as may be necessary for the storage and preservation of the oil taken from said land.

It is further agreed that the said parties of the second part shall pay to the party of the first part the sum of Fifteen Dollars (\$15.00) per year, to be paid annually in advance, for each location used for the erection of a steel tank upon said land, and that this payment shall be in addition to all royalties now provided for in said lease.

It is further agreed that the said parties of the second part may at any time when the said tanks shall be filled with oil from said land, sell, assign, transfer and set over such tank or tanks, together with the oil therein, to any person, firm or corporation purchasing the same, and that they may transfer to such purchaser by assignment, the right of occupancy under this contract of the location of said tanks upon said land; the right to pipe the oil across said land and the right of entry to care for and protect said tanks, and that said purchaser of oil and tanks shall succeed during the period of the oil and gas lease herein referred to, to all the right, title and interest which the said parties of the second part shall have in and to any of said tanks and the oil contained therein, and the said purchaser shall have the right to permit the said tank or tanks to remain on said land during the period of said lease and the further right to remove said tanks from said land at any time prior to the expiration of the lease aforesaid.

It is further agreed that not more than five (5) acres of land shall be used for any one location for a steel tank such as is provided for in this contract.

It is further agreed by and between the parties hereto, that this contract shall not be binding upon either or the parties hereto until the same is approved by the County Court sitting in Probate for Creek County, Oklahoma.

Witness our hands this 20th day of January 1908.	
Bates B. Burnett, Curator for Edith	Robert W. Morrison.
Durant, a minor.	Charles W.S. Cobb.
John E. McKinney.	William J. Breene
Frank M. Breene.	

IN THE COUNTY COURT IN AND FOR THE COUNTY OF CREEK AND STATE OF OKLAHOMA, IN PROBATE.

In the matter of the *last will* of the estate of Edith Durant, a Minor.
Bates B. Burnett, Curator

Now, on this 5th day of March, 1908, comes on to be heard the petition of Bates B. Burnett, Curator of the Estate of Edith Durant, minor, relative to a rental contract under the terms of which, Robert W. Morrison, Charles W.S. Cobb, John E. McKinney, of St. Louis, Missouri, William J. Breene, of Oil