

2837

ASSIGNMENT OF ROYALTIES

Marion W. Bird

To
Marlow L. Cummings

Fees, \$2.25

STATE OF WYOMING,)

COUNTY OF SUBLINTE) SS. Filed for record in my office
1:00 o'clock P. M., and duly recorded in Book 1 of Maps,.
page 419.

J. P. Fuller

County Clerk.

THAT WHEREAS, under Section 13 of the Act of February 25, 1920 (41 Stat., 437), the undersigned, Marion W. Bird, previously filed in the local land office at Evanston, Wyoming, her application, Serial No. 010270, for a permit to prospect for oil and gas the following described lands in Sublette County, Wyoming, to-wit:

All of Section 21, N $\frac{1}{2}$ N $\frac{1}{2}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$ and E $\frac{1}{4}$ SE $\frac{1}{4}$, of Section 28; and the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 33, all in Township 27 North, Range 113 West, 6th P. M.; and,

WHEREAS, thereafter, on or about February 17, 1925, the undersigned, Marion W. Bird, entered into an agreement with the Utah Oil Refining Company whereby, upon the terms and conditions therein set forth, said Utah Oil Refining Company acquired the exclusive right of possession and occupation of all lands under said application and under any permit or permits which may be issued pursuant thereto and under any lease or leases which may be issued pursuant to such permit, and under any extension or renewal of such permit or leases that may hereafter be granted by the United States to the undersigned, Marion W. Bird, or her assigns, under or by virtue of said application, for the purpose of prospecting or drilling for, developing, producing and marketing all oil and/or gas therefrom; and,

WHEREAS, by said agreement of February 17, 1925, so entered into between the undersigned and said Utah Oil Refining Company, it is provided that on that part of said lands which may be embraced in any permit hereafter issued to the undersigned and which may be leased by the United States to her or her assigns at the minimum royalty of five per cent, ten per cent of the total amount of all oil and/or gas produced and saved therefrom shall belong to the undersigned, Marion W. Bird; and that on that part of the lands embraced in said permit as to which the royalty fixed and charged by the United States shall be twelve and one-half per cent, or in excess of that amount, three per cent of the amount of all oil and/or gas produced and saved therefrom shall belong to the undersigned; and, whereas, by subsequent agreement between the undersigned, Marion W. Bird, and said Utah Oil Refining Company, said agreement of February 17, 1925, was amended so as to provide that on that part of said lands which may be embraced in any permit issued to the undersigned and which shall be leased to her by the United States at the minimum royalty to the United States of five per cent, eleven per cent, instead of ten per cent, of the total amount of all oil and/or gas produced and saved therefrom shall belong to the undersigned; and,

WHEREAS, by virtue of a certain compromise agreement this day entered into between the undersigned, Marion W. Bird, as party of the first part thereto, the Utah Oil Refining Company as party of the second part thereto, and J. H. Garrett, Marlow L. Cummings, E. L. Chesney and L. B. McCornick as parties of the third part, each of the parties of the third part to said agreement has become entitled to receive an assignment by the undersigned of certain of the royalties so reserved by her under said agreement of February 17, 1925.

NOW, THEREFORE, in consideration of the premises, and the sum of one dollar cash, by said Marlow L. Cummings to the undersigned in hand paid, and also for other good and valuable considerations by the undersigned received from said Cummings, the receipt of all of which is hereby confessed and acknowledged, the undersigned, Marion W. Bird, does hereby grant, sell, assign, transfer, convey and set over unto said Marlow L. Cummings, his heirs, personal representatives and assigns:

(a) A royalty of two per cent (2%) of the value of all oil and/or gas produced, saved and marketed from the lands embraced in any permit which may be issued to the party of the first part pursuant to her said application, which may hereafter be included in any lease or leases issued by the United States of America to the party of the first part, under which the royalty reserved to the United States shall not exceed five per cent (5%);

(b) A royalty of fifty-four one-hundredths of one per cent (.54 of 1%) of the value of all oil and/or gas produced, saved and marketed from the lands embraced in any permit which may be issued to the party of the first part pursuant to her said application, which may hereafter be included in any lease or leases issued by the United States of America to the party of the first part, under which the royalty reserved to the United States shall be in excess of five per cent (5%);

Provided, however, that if and when said Utah Oil Refining Company shall not elect to purchase the oil and/or gas produced and saved from the lands to which the royalties hereby assigned are applicable, under the terms of said agreement of February 17, 1925, then said royalties shall be payable in kind.

And provided further that this Assignment shall not in any manner apply to any oil and/or gas produced, saved or marketed from the SW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ and NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 21, Township 27 North, Range 113 West of the lands embraced in said permit.

TO HAVE AND TO HOLD unto said Marlow L. Cummings, his heirs, personal representatives and assigns, all and singular the said royalty rights hereby assigned as aforesaid forever.

Upon the considerations aforesaid, it is expressly covenanted and agreed by the said Marion W. Bird, for herself, and for her heirs, personal representatives and assigns, as follows, to-wit:

1. That at any time hereafter, upon request of said Marlow L. Cummings, his heirs,