

2. That this instrument, or a certified copy hereof, shall constitute authority to the holder of any oil and/or gas lease covering the above described lands or any part thereof and/or to the purchaser or purchasers of the oil and/or gas produced therefrom, and/or to any operator or operators or others in possession of said lands, to pay the above described royalties, in the manner and at the times aforesaid, to the said Marlow L. Cummings, his heirs, personal representatives and/or assigns.

This assignment is made and executed in duplicate, each of which shall be considered an original for all purposes.

IN WITNESS WHEREOF the undersigned assignor has hereunto set her hand and seal,  
this 28 day of May, A. D., 1926.

W. F. Wallace  
Witness as to signature of Marion  
W. Bird.

Marion W. Bird (SEAL)

STATE OF UTAH )  
 ) SS.  
COUNTY OF SALT LAKE )

On this 29th day of May, 1926, personally appeared before me Marion W. Bird, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

IN WITNESS WHEREOF I have hereunto affixed my hand and official seal, at Salt Lake City, Utah, the day and year in this certificate first above written.

My commission expires:

( SEAL )

July 10, 1927

Athol Rawlins

Notary Public in and for the State  
of Utah, residing at Salt Lake City  
in said State.

No. 2838

## ASSIGNMENT OF ROYALTIES

Marion W. Bird

STATE OF WYOMING )

**To**

COUNTY OF SUBLETTE

SS. Filed for record in my office  
this 10th day of June A. D. 1926,  
and duly recorded in Book 1 of

**J. H. Garrett**

Msc1s., page 420.

**Fees, \$2.25**

**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