

No. 19688/

ASSIGNMENT

Bruce Murphy, et ux.

THE STATE OF WYOMING)
County of Sublette) SS.

To

This instrument was filed
for record in my office at
1:00 o'clock P.M. on the 9th
day of February A.D. 1938,
and duly recorded in book
4 of Mscls. on page 52.

The Ohio Oil Company

C. C. Feltner, County Clerk.

Fees, \$2.00

By Patricia Murdock, Deputy.

WHEREAS, on the 16th day of December, 1936, a certain oil and gas lease was made and entered into by and between E. G. MACK and ALMA MACK, his wife, of Boulder, Wyoming, lessors, and BRUCE MURPHY, lessee, covering the following described land situate in the County of Sublette, State of Wyoming, to-wit:

NE $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, Lots 4, 5, 7, 8, 10, Section 21;
NE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ Section 25; SW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 24; SE $\frac{1}{4}$ SE $\frac{1}{4}$ Section
23, SE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 20, NE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 29; Lots 3, 4, 5, 6, 9,
SW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 15, T. 31 N., R. 109 W.,

said lease being recorded in the office of the County Clerk in and for said County in Book 1 of Oil and Gas Leases, at page 76, and re-recorded in the office of the County Clerk in and for said County in Book 1, page 129.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, receipt of which is hereby confessed and acknowledged, the undersigned, present owners of said lease and all rights thereunder or incident thereto, do hereby bargain, sell, transfer, assign and convey unto The Ohio Oil Company, an Ohio corporation, its successors and assigns, all of their right, title and interest in and to said lease and rights thereunder insofar as it covers all of the land hereinabove described, together with all personal property used or obtained in connection therewith to The Ohio Oil Company, its successors and assigns.

And for the same consideration, the undersigned for themselves and their heirs and personal representatives do covenant with the said assignee, its successors or assigns, that they are the lawful owners of said oil and gas lease and rights and interests thereunder; that the undersigned have good right and authority to sell and convey the same and that the said rights, interests and property are free and clear from all liens and incumbrances, and that all rentals and royalties due and payable thereunder have been duly paid; and that the undersigned will warrant and defend the same against the lawful claims and demands of all persons whomsoever.

The undersigned, Bruce Murphy, hereby reserves, to be paid by The Ohio Oil Company, its successors and assigns, two and one-half per centum (2 $\frac{1}{2}$ %) of the proceeds received from the sale of all oil and gas produced, saved and marketed, (except such as is used for operating purposes and unavoidably lost) from the lands hereinabove described, such payments to be made in accordance with the prevailing market price for said oil and gas at the wells at the time the same is delivered into the pipe line, and said payments to be made at the Rock Springs National Bank of Rock Springs, Wyoming, which is hereby constituted the agent of the undersigned, Bruce Murphy, his heirs, personal representatives or assigns, to receive all payments hereunder on or before the 20th day of the month following that month in which said oil or gas is produced, saved and marketed. The Ohio Oil Company, its successors and assigns, shall not be required to take cognizance of any assignment or transfer of said royalty, or interest therein, unless and until it shall have been furnished with satisfactory evidence of such assignment or transfer.

It is hereby agreed that said royalty interest herein reserved shall be subject to and controlled by any cooperative or unit operating agreement pursuant to which the above described lands may hereafter be operated, and that the royalties herein provided to be paid the undersigned, Bruce Murphy, shall be paid on the oil and gas allocated to the lands herein described under such unit operating agreement.

The Ohio Oil Company, its successors and assigns, shall operate the lands hereinabove described as one lease or tract, and should royalties accruing hereunder be owned in severalty or in separate tracts, such royalties shall be treated as an entirety and shall be divided among and paid to the separate owners thereof at the applicable royalty rate in the proportion that the acreage covered by the royalty of each such separate owner bears to the entire acreage described in said lease.

The undersigned, Bruce Murphy, agrees that The Ohio Oil Company, its successors and assigns, shall have the right at any time hereafter upon the payment of One Dollar (\$1.00) to the undersigned, Bruce Murphy, to surrender all or any part of the lands hereinabove described.

The undersigned hereby release and waive all rights under and by virtue of the Homestead Exemption Laws of the State of Wyoming.

IN WITNESS WHEREOF the undersigned have hereunto set their hands and seals this 6th day of December, 1937.

WITNESSES:

Bruce MurphyC. R. AxtellElsa L. MurphySTATE OF WYOMING)
County of Hot Springs) SS.

On this 6th day of December, 1937, before me, C. R. Axtell, a Notary Public in the state and county aforesaid, personally appeared Bruce Murphy and Elsa L. Murphy, his wife, to me known to be the persons described in and who executed the foregoing instrument, and