

Lot 2-(38-98) a, Lot 3-(38.96) a, Lot 4-(38.93) a, the Southwest Quarter of Northeast Quarter (SW<sub>4</sub>NE<sub>4</sub>), the West-half of Southeast Quarter (W<sub>1</sub>SE<sub>1</sub>), the South-half of Northwest Quarter (S<sub>1</sub>NW<sub>1</sub>) and the Southwest Quarter (SW<sub>1</sub>) of Section Three (3), Lot 1-(38.85) a, Lot 2-(38.73)a, and South-half of Northeast Quarter (S<sub>2</sub>NE<sub>2</sub>), and the Southeast Quarter (SE<sub>1</sub>) of Section Four (4); the North-half of North-half (N<sub>2</sub>N<sub>2</sub>) of Section Nine (9); the Southwest Quarter of Northeast Quarter (SW<sub>1</sub>NE<sub>1</sub>), and Northwest Quarter of Southeast Quarter (NW<sub>1</sub>SE<sub>1</sub>), and North-half of Southwest Quarter (N<sub>2</sub>SW<sub>1</sub>), and the Northwest Quarter (NW<sub>2</sub>) of Section Ten (10), all in Township Thirty-four (34) North, Range One Hundred Eleven (111) West of the 6th P.M., 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 167.

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, J. Gordon Morgan, and Mary R. Morgan, his wife hereby reserves to be paid by The Ohio Oil Company, its successors and assigns one and one-half per centum 1 1/2% of the proceeds received from the sale of the 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 monthly not later than the 20th day of each month as to sales made during the preceding calendar month, at the Rawlins National Bank of Rawlins, Wyoming which bank is hereby constituted the agent of J. Gordon Morgan, and Mary R. Morgan, his wife his heirs, personal representatives or assigns, to receive all payments hereunder; provided, however, that said royalty payments hereunder shall be made from the proceeds of the oil and gas remaining after payment of the landowner's royalty under said oil and gas lease hereinabove described covering said lands. No change in ownership of the royalty above conveyed shall be binding upon The Ohio Oil Company, its successors and assigns, 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, J. Gordon Morgan, and Mary R. Morgan, his wife, 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 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 6 day of Jan., 1938.

WITNESSES:

Nellie Frizzell

J. Gordon Morgan

Nellie Frizzell

Mary R. Morgan

STATE OF WYOMING) ss.  
County of Lincoln)

On this 6 day of January, 1938, before me, Nellie Frizzell, a Notary Public in the state and county aforesaid, personally appeared J. Gordon Morgan and Mary R. Morgan, his wife, to me known to be the persons described in and who executed the foregoing instrument, and whose names are subscribed thereto, and acknowledged to me that they executed, signed, sealed and delivered said instrument as their free and voluntary act and deed for the uses and purposes therein set forth, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

My Commission expires Oct. 14-1941.

(NOTARIAL SEAL)

Nellie Frizzell, Notary Public.

\$1.00 U.S. DOCUMENTARY STAMP cancelled 0.0. Co. 5-4-38.