

STATE OF CALIFORNIA }
County of Los Angeles }
ss,

Before me, the undersigned, a Notary Public, in and for said County and State, on this 17th day of April, 1939, personally appeared H. E. Ewart and Dorothy D. Ewart, his wife to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Raymond J. Rasmussen, Notary Public.

My commission expires April 4, 1942.

(NOTARIAL SEAL)

\$2.00 U. S. DOCUMENTARY STAMPS cancelled Apr 17 1939 H.E.Ewart W.A.H.

ASSIGNMENT OF OIL AND GAS LEASE WYOMING 1207

No. 22019

THE STATE OF WYOMING) This instrument was filed for
J. Gordon Morgan, et ux (ss. record in my office at 9:00
County of Sublette) o'clock A.M. on the 27th day
To of April A.D. 1939 and duly
The Ohio Oil Company recorded in Book 5 of Miscellaneous, on page 56.

Fees, \$2.05

FAREN C. FALER, County Clerk.

WHEREAS, on this 17th day of November, 1938, a certain oil and gas lease was made and entered into by and between Perry Wilson Jenkins and Eva Jenkins, his wife, Lessors, and J. Gordon Morgan of Rawlins, Wyoming, Lessee, covering the following described land in the County of Sublette, State of Wyoming, to-wit:

The SW $\frac{1}{4}$ of Section 1; The E $\frac{1}{4}$, and the N $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 11; The W $\frac{1}{2}$ of Section 12; The NW $\frac{1}{4}$, and the NE $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 13; The NE $\frac{1}{4}$ of Section 14, all in Township 34-North, Range 113-West of the 6th P.M., Sublette County, Wyoming.

said lease being recorded in the office of the County Clerk in and for said County, in Book 1, at page 217.

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 acknowledged, J. Gordon Morgan and Mary R. Morgan, his wife, Assignors herein, the present owners of said lease and all rights thereunder or incident thereto, hereby bargain, sell, transfer, assign and convey, unto The Ohio Oil Company, an Ohio corporation, Assignee herein, its successors and assigns, all of the Assignors' right, title and interest in and to the said oil and gas lease hereinabove described and rights thereunder, insofar as it covers the above described lands, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

TO HAVE AND TO HOLD the said oil and gas lease, together with all of the rights and privileges therein conveyed and granted, unto the Assignee, its successors and assigns, forever.

And for the same consideration, said Assignors, for themselves, their heirs and personal representatives, do covenant with said Assignee, its successors and assigns, that Assignors are the lawful owners of said oil and gas lease and the rights and interest thereunder; that Assignors have good right and lawful authority to sell and convey the same, and that said rights, interest and property are free and clear from all liens and incumbrances, and that Assignors will warrant and defend the same against the lawful claims and demands of all persons whomsoever.

As a further consideration for the execution and delivery of this assignment, Assignee hereby agrees to pay unto J. Gordon Morgan, his heirs, personal representatives or assigns, a net overriding royalty of two and one-half per cent (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 above described lands; all of said payments to be made in accordance with the prevailing market price of said oil and gas at the wells when produced and said payments to be made to J. Gordon Morgan or for the credit of J. Gordon Morgan in the Rawlins National Bank at Rawlins, Wyoming, or its successors, which bank and its successors are hereby constituted the agent of J. Gordon Morgan, his heirs, personal representatives and assigns, to receive all payments hereunder, on or before the 20th day of the month following that month in which the said oil and gas is produced, saved and marketed; provided, however, that said royalty payments unto J. Gordon Morgan shall be made from the proceeds of the oil and gas remaining after the payment of the landowner's royalty provided in the above described oil and gas lease. Assignee shall not be required to take cognizance of any assignment or transfer of royalty or interest therein, unless and until Assignee shall have been furnished with satisfactory evidence of such assignment or transfer. The overriding royalty payable hereunder shall be in lieu of all royalties payable by Assignee to Assignors under any and all other agreements.

It is further understood and agreed that before computing the amount of any overriding royalty payable to J. Gordon Morgan hereunder, Assignee shall have the right to deduct from the value of the oil and gas or the proceeds thereof on which such overriding royalty is computed, the full amount of any taxes required to be paid on such oil and gas or for or on account of the production thereof.

Assignee shall operate the lands embraced herein as one lease, and should royalties