

Witness: W. A. Harrison

H. E. Ewart (LS)

Dorothy D. Ewart (LS)

STATE OF CALIFORNIA)
)SS.
COUNTY OF LOS ANGELES)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 20th 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.

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)

ASSIGNMENT OF OIL AND GAS LEASE WYOMING 1213

No. 22059
J. Gordon Morgan, et ux

THE STATE OF WYOMING)
)SS.
County of Sublette)

This instrument was filed for record in my office at 11:00 o'clock A. M. on the 29th day of April A.D. 1939 and duly recorded in Book 5 of Miscellaneous, on page 109.

To

Terminated Bd. 8 Nov. 244.

The Ohio Oil Company

FAREN C. FALER, County Clerk

Fees, \$2.05

WHEREAS, on this 25th. day of August, 1937, a certain oil and gas lease was made and entered into by and between Lee Smith and Arvilla Smith, his wife Lessor, and J. Gordon Morgan of Rawlins, Wyoming, Lessee, covering the following described land in the County of Sublette, State of Wyoming, to-wit:

The S $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 11; the N $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 14; the N $\frac{1}{2}$ NE $\frac{1}{4}$, and SE $\frac{1}{4}$ NE $\frac{1}{4}$, and NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 15, all in Township 34-North, Range 113-West, of the 6th. P. M., containing 320 acres more or less,

said lease being recorded in the office of the County Clerk in and for said County, in Book 1, at page 231.

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 gross overriding royalty of two and one-half per cent (2 $\frac{1}{2}$ %) of the proceeds received from the sale of all the oil and gas produced, saved and marketed (except such as is used for operating purposes and unavoidably lost) from the above described lands, and a net overriding royalty of two and one-half per cent (2 $\frac{1}{2}$ %) 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 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. 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. The term "net overriding royalty" as used herein is a royalty based upon 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 and after payment of the above mentioned two and one-half per cent (2 $\frac{1}{2}$ %) gross overriding royalty.

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