

that the impression of his official seal is not required by law to be filed in the office of the County Clerk; I further certify that I am well acquainted with his handwriting and verily believe that the signature to the attached certificate is his genuine signature, and further that the annexed instrument if executed and acknowledged according to the laws of the State of California.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Superior Court this 24th day of Apr, 1939

L. E. LAMPTON, County Clerk and Clerk  
of the Superior Court of the State of  
California, in and for the County of  
Los Angeles.

(COUNTY CLERK AND SUPERIOR COURT SEAL)

By F.E. Morgan, Deputy.

ASSIGNMENT OF OIL & GAS LEASE

WYOMING 1217

No. 22116

THE STATE OF WYOMING)

J. Gordon Morgan, et ux

County of Sublette)

To

*Terminated Feb. 8, 1944*

This instrument was filed for record  
in my office at 11:00 o'clock A. M. on  
the 5th day of May A.D. 1939 and duly  
recorded in Book 5 of Miscellaneous,  
on page 131.

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 Olaf Arthur Lindback, single Lessor, and J. Gordon Margan of Rawlins, Wyoming, Lessee, covering the following described land in the County of Sublette, State of Wyoming, to-wit:

The NE $\frac{1}{4}$  of Section 30 in Township 33-North, Range 112-  
West., 6th. P. M., containing 160 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 239.

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 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 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 embraced herein; provided, however, that if