

14. Lessee may at any time surrender this lease by delivering or mailing a release thereof to the lessor, or by placing a release thereof of record in the proper county.

16. It is agreed that this lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until it shall have first been finally judicially determined that such failure exists, and after such final determination, lessee is given a reasonable time therefrom to comply with any such covenants, conditions, or stipulations.

17. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor or lessee.

IN WITNESS WHEREOF, we sign the day and year first above written.

WITNESS:

Nan C. Anderson

Mrs. Mildred Payne

THE STATE OF WYOMING }  
County of Sublette) SS.

James M. Payne

On this 27th day of September, 1945, before me personally appeared Mildred Payne, formerly Mildred Eklund and James M. Payne, her husband to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed, 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.

Given under my hand and        Seal this 27 day of September, A. D. 1945.

(Seal)

My commission expires on the  
14 day of June, A. D. 1949.

Nan C. Anderson

(NOTARIAL SEAL)

THE STATE OF        }  
COUNTY OF        SS.

On this        day of       , 19      , before me personally appeared        to me personally known to be the person described in and who executed the foregoing instrument and acknowledged that        executed the same as        free act and deed, 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.

Given under my hand and        Seal, this        day of       , A. D. 19      .

(Seal)

My commission expires on the  
day of       , A. D. 19      .

THE STATE OF        }  
County of        SS.

On this        day of       , 19      , before me personally appeared        to me personally known, who, being by me duly sworn, did say that he is the        of        and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board or Directors and said        acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this        day of       , A. D. 19      .

My commission expires on the  
day of       , A. D. 19      , Notary Public

No. 33181

OIL AND GAS MINING LEASE

Grover A. Yarger, et ux

THE STATE OF WYOMING }  
County of Sublette) SS. This instrument was filed for record  
on the 12th day of October, A. D., 1945 and duly recorded in Book 2 of  
Oil and Gas Leases on Page 34.

To  
Otis Phillips *Released: pg 94  
Bk 10, msc*

Fees, \$3.25

Helen Atwood, County Clerk

THIS AGREEMENT, Entered into this the 1st day of October, 1945 between Grover A. Yarger, and Flora E. Yarger, his wife hereinafter called lessor, and Otis Phillips, 1032 Milam St. San Antonio, Texas hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid, and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted and leased and hereby grants, leases and lets unto the lessee for the purpose of mining and operating for and producing oil and gas, casinghead gas and casinghead gasoline, laying pipe line, building tanks, storing oil, building powers, stations, telephone lines and other structures thereon to produce, save, take care of and manufacture all of such substances, and for housing and boarding employees, the following described tract of land in Sublette County, Wyoming, to-wit:

SW $\frac{1}{4}$  Section 27; NW $\frac{1}{4}$  Section 34; T. 34 N., R. 111 West 6th P. M.  
and containing 320 acres, more or less, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of Wyoming.

2. This lease shall remain in force for a term of five years and as long thereafter as oil, gas, casinghead gas, casinghead gasoline, or any of them is or can be produced, or rentals