

AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of January, 1945, by and between Margaret Justheim, by C. I. Justheim, Attorney-in-Fact, hereinafter called First Party, and Carl Pfaff, hereinafter called Second Party.

WITNESSETH:

WHEREAS, first party has made and application for an oil and gas lease, Evanston 022239 as amended on the following described land, to-wit:

Township 28 North, Range 113 West, 6 P. M.

Section 20: S $\frac{1}{2}$

Containing 320 acres more or less.

and,

WHEREAS, Second Party desires an assignment of said application upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of \$300.00, the true and full consideration for this agreement, the receipt of which is hereby acknowledged, it is hereby agreed between the parties as follows, to-wit:

1. First Party agrees to prepare and deliver an assignment, conveying all of her right, title and interest in and to the S $\frac{1}{2}$ Section 20, Township 28 North, Range 113 West on or before ten days from the time a lease is issued and delivered to First Party by the United States pursuant to the above mentioned application, Evanston 022239, as amended.

2. It is understood and agreed that said assignment shall be subject to a two and one-half (2 $\frac{1}{2}$ %) per cent overriding royalty of all oil and/or gas or other hydro-carbons produced, saved and sold from said lands, payable as follows:

1 $\frac{1}{2}$ % to Margaret Justheim
1 $\frac{1}{2}$ % to J. H. Morgan

IN WITNESS WHEREOF, the parties hereunto have hereunto affixed their signatures this 10th day of January, 1945.

Witness:

J. H. MORGAN

(signed) MARGARET JUSTHEIM

By C. I. Justheim

Margaret Justheim

By C. I. Justheim, Attorney-in-Fact.
First Party

HELEN COPE

CARL PFAFF

Carl Pfaff

Second Party.

Note: This agreement recorded Sublette Co Uly 4 33874
Recorded Book 9 Miscellaneous at Page 599