

Gulf Lease No. 7-00451-06

GULF T 1043-C

CHANGE OF DEPOSITORY *RR modified
JEN*

AGREEMENT, Made this 20th day of October, 1961, between

Mrs. Dora Bentley Donnelly

24563 Ardenwood Court, Hayward, California

(whether one or more), hereinafter called First Party, and Gulf Oil Corporation, hereinafter called Second Party:

WHEREAS, the first party claims to own an interest in the mineral estate in the following described real property and premises, to-wit:

S/2 NW/4 and SW/4 NE/4 and NW/4 SE/4 Section 33-34N-113W

situate in Sublette County, State of Wyoming; and,

WHEREAS, the second party holds and owns an oil and gas mining lease upon said premises, bearing

date October 21, 1958, between Mrs. Dora Bentley Donnelly,

as lessor, and Gulf Oil Corporation, as lessee, recorded in the

records of said County in Book 22 O&G at Page 375; and,

WHEREAS, the parties have agreed, as hereinafter stipulated, to modify the terms of the oil and gas mining lease aforesaid, as to the interest of the first party, by substituting another depository for the receipt of all sums payable to first party:

WITNESSETH: That the parties hereto contract, covenant and agree that henceforth the second party may pay or tender directly to the first party, or, may pay or tender for the first party's credit to

X Bank of America NT & SA, Hayward Branch # 14, P. O. Box 480, Hayward, California

or its successor, or any Bank with which it may be merged or consolidated, or which succeeds to its business or assets or any part thereof by purchase or otherwise, all rentals, royalties and other sums under said oil and gas mining lease payable to the first party, and such Bank, as well as its successor, or successors, is the first party's agent and shall continue as the depository of all rentals, royalties and other sums payable to the first party under said oil and gas mining lease, regardless of any change of ownership in said real property in the oil and gas thereunder, in said lease, or in the rentals to accrue thereunder and in said premises. All rentals, tenders and other payments authorized or required under the terms of said lease which may be payable to the party of the first part may be made in currency, by check or draft of the party of the second part, or its assigns, payable to him, by depositing such currency, draft, or check in any Post Office on or before the paying date in an envelope with

sufficient postage thereon, addressed to first party at 24563 Ardenwood Ct., Hayward, California, or the depository bank at the place named above. Notwithstanding the death of the party of the first part, all tenders or payments may continue to be made in the manner above specified and shall operate as a sufficient tender or payment. Except as herein modified, it is agreed said oil and gas mining lease shall be and remain in full force and effect as originally written, and the said lease is hereby ratified, adopted and approved in its entirety.

First party hereby release and waive all right under and by virtue of the homestead exemption laws of the state in which the land above described is located.

THIS AGREEMENT shall be binding upon any one or more of first parties executing same, whether or not all of said first parties join in the execution hereof, and each and every clause of this agreement shall extend to the heirs, executors, administrators, successors and assigns of all parties so executing this agreement.

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

Mrs. Dora Bentley Donnelly
Mrs. Dora Bentley Donnelly

GULF OIL CORPORATION

By

L. E. Warren

Attorney-in-Fact



76276

RECORDED *Notarized 6* 1961 9:00 A.M.
IN BOOK *32* Vol 4 Sub PAGE 205
FEES \$ *1.50* *ppp* COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

PAR