

C-E-R-T-I-F-I-C-A-T-E

STATE OF NEW MEXICO, )  
COUNTY OF SANTA FE, ) ss.

The undersigned, a bonded abstractor of  
titles to lands, does hereby certify as follows,  
to-wit:

That the following three numbered pages,  
is a full, true and correct photostat copy of  
Original Oil and Gas Lease E-1021, issued to  
Morgan G. Smith, as same appears of record and on  
file in the Office of the Commissioner of Public  
Lands of the State of New Mexico, on this date.

DATED this 12th day of June, 1947, at  
3:30 o'clock P. M., in Santa Fe, New  
Mexico.

---

Bonded Abstractor

No. 3157.

Acct. No. 1068  
H.C.W.

NM-1178

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That Morgan G. Smith (single)  
(state whether married or single)

No. 1

and \_\_\_\_\_  
(wife if any)

hereinafter sometimes called "Assignor," part of the first part, for and in consideration of the sum of One Dollar, and other good and valuable consideration paid by

Charles H. Davis

whose post office address is 811 West Missouri, Midland, Texas.

hereinafter sometimes called the "Assignee," party of the second part, has sold, transferred, set over and assigned, and by these presents do as sell, transfer, set over and assign to the Assignee's heirs, successors and assigns, all of the assignor's right, title, interest and claim in and to that certain Oil and Gas Lease No. E-1021, made by the State of New Mexico to Morgan G. Smith

under date of October 10, 1946

\_\_\_\_\_ one of the Assignors herein, in and to the following described subdivisions of land in said lease described, and insofar as said lease affects such subdivisions—to-wit:

<u>County</u>	<u>Sec.</u>	<u>Twp.</u>	<u>Rge.</u>	<u>Subdiv.</u>	<u>Acres.</u>
Lea	34	11S	33E	NE $\frac{1}{4}$ SE $\frac{1}{4}$	40.00
Lea	34	11S	33E	SW $\frac{1}{4}$ SE $\frac{1}{4}$	40.00
Lea	34	11S	33E	NE $\frac{1}{4}$ SW $\frac{1}{4}$	40.00

N.M.P.M., according to the official survey there of.

The Assignee assumes and agrees to perform all obligations to the State of New Mexico insofar as said described lands are affected, and to pay such rentals and royalties, and to do such other acts as are by said lease required as to the above described subdivisions, to the same extent and in the same manner as if the provisions of said lease were fully set out herein.

It is agreed that the Assignee shall succeed to all the rights, benefits and privileges granted the Lessee by the terms of said lease, as to the lands above described.

IN WITNESS WHEREOF, the said part Y of the first part has hereunto set

his hand and seal on this the

day of \_\_\_\_\_, 1947.

Morgan G. Smith

1361405

No. 1

STATE OF Pennsylvania

ss.

County of Delaware

On this 29 day of May, 19 47, before me personally appeared Morgan G. Smith

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My commission expires 5-1-48

Notary Public.

Office of Commissioner of Public Lands,  
Santa Fe, New Mexico

I hereby certify that the within assignment was filed in my office on the 29 day of May, 19 47, and approved by me on 29, 19 47.

John E. Miller  
Commissioner of Public Lands.

#### INSTRUCTIONS AND INFORMATION

1. An annual rental, at the rate of 25¢ per acre shall become due and payable to the lessor by the lessee, or by any transferee or assignee of the same, or any part hereof, where such transferee or assignee has been recognized, and such transfer or assignment approved by the lessor, upon each acre of the land above described and then claimed by such lessee, transferee or assignee, and the same shall be due and payable in advance to the Lessor on the successive anniversary dates of the lease, (not the date this assignment was executed) but the annual rental on any assignment shall in no event be less than Six Dollars (\$6.00).
2. The lease is for a primary term of Five Years from the date of the lease, and as long thereafter as oil and gas in paying quantities, or either of them is produced from said land by the lessee, subject to all of the terms and conditions set forth in the lease.  
If the lessee shall have failed to make discovery of oil and/or gas in paying quantities during the primary term of the lease, the lessee may continue the lease in full force and effect for an additional term of five years and as long thereafter as oil and gas in paying quantities, or either of them is produced from the leased premises, by paying each year in advance, as herein provided, double the rental provided herein for the primary term, or the highest rental prevailing at the commencement of the secondary term in any rental district, or districts in which the lands, or any part thereof, may be situated, if it be greater than double the rental provided for the primary term. But the annual rental on any assignment shall in no event be less than Twelve Dollars (\$12.00) during the secondary term.
3. All Assignments must be filed in triplicate in the State Land Office within 100 days from date of issue and accompanied by Cashier's Check, Bank Draft, P. O. or Express Money Order.
4. Recording and approval fees are \$5.00 for each Assignment.
5. When assignments are accompanied by personal check, the Commissioner of Public Lands reserves the right to withhold approval of assignments until checks are paid.
6. Assignments will not be approved when assigned to more than two persons, or for less than a regular subdivision or for undivided interests. By a regular subdivision is meant forty acres or a tract described by Lot number which may be more or less than 40 acres.
7. Assignments must show complete postoffice address of assignee.
8. Assignments must be executed before an officer authorized to take acknowledgments of deeds. Corporations must use corporate form of acknowledgment.
9. Assignments must show whether assignors are married or single; if married, both husband and wife must sign the assignment, and certificate of acknowledgment must show marital status of assignors.
10. All official business, letters and communications must be addressed to and sent direct to the Commissioner of Public Lands.
11. Make all payments for annual rental and recording and approval fees to,

COMMISSIONER OF PUBLIC LANDS,  
SANTA FE, NEW MEXICO.

## ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That Charles H. Davis (married)  
 (state whether married or single)  
 and Allyne E. Davis  
 (wife if any)  
 hereinafter sometimes called "Assignor, &c." part 125 of the first part, for and in consideration of the sum of One Dollar, and other good and valuable consideration paid by Charles H. Davis

whose post office address is Box 140, Tulsa, Oklahoma  
 hereinafter sometimes called the "Assignee, &c." party of the second part, have sold, transferred, set over and assigned, and by these presents do sell, transfer, set over and assign to the Assignee his successors and assigns, all of the assignor's right, title, interest and claim in and to that certain Oil and Gas Lease No. 2-1021, made by the State of New Mexico to Ernest A. Smith under date of October 12, 1948, and assign to Charles H. Davis

one of the Assignors herein, in and to the following described subdivisions of land in said lease described, and insofar as said lease affects such subdivisions--to-wit:

Section 34, Township 36N, Range 10E, Meridian 1N, Oklahoma County, Oklahoma

The Assignee assumes and agrees to perform all obligations to the State of New Mexico insofar as said described lands are affected, and to pay such rentals and royalties, and to do such other acts as are by said lease required as to the above described subdivisions, to the same extent and in the same manner as if the provisions of said lease were fully set out herein.

It is agreed that the Assignee shall succeed to all the rights, benefits and privileges granted the Lessee by the terms of said lease, as to the lands above described.

IN WITNESS WHEREOF, the said part 125 of the first part have hereunto set their hand s and seal s on this the 26th day of November, 1948.

ILLEGIBLE

B1000-21

1102

Texas  
STATE OF Llano )  
County of ... ) ss.

26th

November

48

On this 26th day of November, 1948, before me personally appeared Charles F. Lewis and his wife, Wynne Fey Lewis  
to me know to be the person described in and who executed the foregoing instrument, and acknowledged that ... executed the same as ... free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My commission expires ...

Notary Public

Office of Commissioner of Public Lands,  
Santa Fe, New Mexico

I hereby certify that the within assignment was filed in my office on the 27th day of Nov., 1948, and approved by me on ..., 1948.

Commissioner of Public Lands.

### Instructions and Information

1. An annual rental, at the rate of 25¢ per acre shall become due and payable to the lessor by the lessee, or by any transferee or assignee of the same, or any part hereof, where such transferee or assignee has been recognized, and such transfer or assignment approved by the lessor, upon each acre of the land above described and then claimed by such lessee, transferee or assignee, and the same shall be due and payable in advance to the Lessor on the successive anniversary dates of the lease, (not the date this assignment was executed) but the annual rental on any assignment shall in no event be less than Six Dollars (\$6.00).
2. The lease is for a primary term of Five Years from the date of the lease, and as long thereafter as oil and gas in paying quantities, or either of them is produced from said land by the lessee, subject to all of the terms and conditions set forth in the lease.  
If the lessee shall have failed to make discovery of oil and/or gas in paying quantities during the primary term of the lease, the lessee may continue the lease in full force and effect for an additional term of five years and as long thereafter as oil and gas in paying quantities, or either of them is produced from the leased premises, by paying each year in advance, as herein provided, double the rental provided herein for the primary term, or the highest rental prevailing at the commencement of the secondary term in any rental district, or districts in which the lands, or any part thereof, may be situated, if it be greater than double the rental provided for the primary term. But the annual rental on any assignment shall in no event be less than Twelve Dollars (\$12.00) during the secondary term.
3. All Assignments must be filed in triplicate in the State Land Office within 100 days from date of issue and accompanied by Cashier's Check, Bank Draft, P. O. or Express Money Order.
4. Recording and approval fees are \$5.00 for each Assignment.
5. When assignments are accompanied by personal check, the Commissioner of Public Lands reserves the right to withhold approval of assignments until checks are paid.
6. Assignments will not be approved when assigned to more than two persons, or for less than a regular subdivision or for undivided interests. By a regular subdivision is meant forty acres or a tract described by Lot number which may be more or less than 40 acres.
7. Assignments must show complete postoffice address of assignee.
8. Assignments must be executed before an officer authorized to take acknowledgments of deeds. Corporations must use corporate form of acknowledgment.
9. Assignments must show whether assignors are married or single; if married, both husband and wife must sign the assignment, and certificate of acknowledgment must show marital status of assignors.
10. All official business, letters and communications must be addressed to and sent direct to the Commissioner of Public Lands.
11. Make all payments for annual rental and recording and approval fees to,

COMMISSIONER OF PUBLIC LANDS,  
SANTA FE, NEW MEXICO.