

Evans, David (Midland, Texas)

From: doug rowan [darowan99@netscape.com]
Sent: Wednesday, June 14, 2006 9:21 AM
To: Evans, David (Midland, Texas)
Subject: Fwd: Re: Steve Falletti (Whiptail Prospect)
Attachments: Certificate of death Steve Falletti.pdf

--- Begin forwarded message:

From: "Russell Erb" <rerb@crestaland.com>
To: <darowan99@netscape.com>
Subject: Re: Steve Falletti (Whiptail Prospect)
Date: Mon, 12 Jun 2006 15:59:03 -0700

Finally, I do apologize for the delay in obtaining this information. We had to initiate a search for our request because of the delay This request was still in the in-box of one of the county employees who had gone on vacation.

Attached is the certificate of death for Steve Falletti.

Unfortunately it does not reveal much information, except for the fact that they listed his address as 730 Castelar Street, Los Angeles, this address does not exist any more due to Urban re-development. He apparently was found on January 20, 1950, site unknown, but this address used to be near the skid row area of downtown Los Angeles. His body was shipped back to the informant as listed "Shields Funeral home in Oglesby, Illinois" with services at the Mt. Olivet cemetery in Spring Valley Illinois.

The hard copy of the Certificate of death will be in the tomorrows mail.

----- Original Message -----

From: doug rowan
To: rerb@crestaland.com
Sent: Thursday, June 08, 2006 2:02 PM
Subject: Re: Steve Falletti (Whiptail Prospect)

checking on the status of the Death Certificate on Steve Falletti

--- rerb@crestaland.com wrote:

From: "Russell Erb" <rerb@crestaland.com>
To: <darowan99@netscape.com>
Subject: Re: Steve Falletti (Whiptail Prospect)
Date: Tue, 30 May 2006 14:55:01 -0700

BEFORE THE OIL CONSERVATION DIVISION
Santa Fe, New Mexico
Case No. 13775 Exhibit No. 3
Submitted by:
OXY USA WTP LTD PARTNERSHIP.
Hearing Date: September 28, 2006

we have not received the copy of the Certificate of Death as of 2:00 P. M. May 30, 2006. The copy was ordered prepaid by mail on May 18, 2006 and I had expected it today. It should arrive very shortly, unfortunately we cannot

move the county clerk beyond their own pace.

----- Original Message -----

From: doug rowan
To: rerb@crestaland.com
Sent: Tuesday, May 30, 2006 1:54 PM
Subject: Re: Steve Falletti (Whiptail Prospect)

NEED TO KNOW ASAP, IF YOU HAVE BEEN ABLE TO REVIEW THE DEATH CERTIFICATE FOR STEVE FALLETTI.

--- rerb@crestaland.com wrote:

From: "Russell Erb" <rerb@crestaland.com>
To: <darowan99@netscape.com>
Subject: Re: Steve Falletti (Whiptail Prospect)
Date: Fri, 19 May 2006 14:08:36 -0700

Doug -

We have just received word, no probate was ever opened in Los Angeles County for "Steve Falletti" from 1950 to date. We have ordered an informational copy of the certificate of death, hopefully we will receive it shortly. Hoping that the certificate will have an informant and/or a place of residence for the decedent in which we can pursue an additional lead.

Will keep you informed on the progress.

Russell

----- Original Message -----

From: doug rowan
To: rerb@crestaland.com
Cc: David_Evans@oxy.com
Sent: Wednesday, May 17, 2006 1:53 PM
Subject: Steve Falletti (Whiptail Prospect)

Russell, am trying to find anything pertaining to Steve Falletti, have information that he was born in Italy around 1888, died in Los Angeles, California approximately January 20, 1950. Have an Affidavit, dated September 14, 1963, signed by George M Cowell from Marin County, California, stating that Steve Falletti was a single man. In the event you are successful in locating either a probate or affidavit, please secure a certified copy for recording. Should you are able to find any heirs, please attempt to locate their current address and phone number. In the event you have any questions, please call.

Your invoice for services will sent to me at P.O. 3336, Midland, TX 79702 and be addressed to David Evans, OXY USA WTP LP, BOX 50250, Midland, TX79705.

Thank you, Doug Rowan,
 cell phone 432/528-2813

STATE OF CALIFORNIA

CERTIFICATION OF VITAL RECORD

COUNTY OF LOS ANGELES • REGISTRAR-RECORDER/COUNTY CLERK

REGISTRATION DISTRICT NO. 1901	REGISTRAR'S NUMBER 1144	CERTIFICATE OF DEATH		STATE FILE NO.	
1a NAME OF DECEASED - FIRST NAME STEVE		1b MIDDLE NAME		1c LAST NAME FALLETTI	
2a DATE OF DEATH - MONTH DAY YEAR found January 20, 1950		2b HOUR			
DECEDENT PERSONAL DATA (TYPE OR PRINT NAME)	3 SEX male	4 COLOR OR RACE cauc.	5 MARRIED, NEVER MARRIED, WIDOWED, DIVORCED never married	6 DATE OF BIRTH About 1888	
	7 AGE (LAST BIRTHDAY) Abt. 62 YEARS	IF UNDER 1 YEAR: MONTHS _____ DAYS _____		IF UNDER 24 HOURS: HOURS _____ MINUTES _____	
	8a USUAL OCCUPATION (USUAL KIND OF BUSINESS OR INDUSTRY) Laborer	8b KIND OF BUSINESS OR INDUSTRY General	9 BIRTHPLACE (STATE OR FOREIGN) Unknown	10 CITIZEN OF WHAT COUNTRY? Unknown	
	11 NAME AND BIRTHPLACE OF FATHER Unknown Falletti Unknown		12 MAIDEN NAME AND BIRTHPLACE OF MOTHER Unknown Unknown		13 NAME OF SPOUSE (IF MARRIED)
14 WAS DECEASED EVER IN U.S. ARMED FORCES? No		15 SOCIAL SECURITY NUMBER Unknown		16 INFORMANT Shields Funeral Home Oglesby, Illinois	
PLACE OF DEATH	17a PLACE OF DEATH - CITY OR TOWN (IF OUTSIDE CORPORATE LIMITS, WRITE RURAL AND NAME OF NEAREST TOWN) Los Angeles		17b LENGTH OF STAY (IF APPLICABLE) Los Angeles		
	17c FULL NAME AND ADDRESS OF HOSPITAL OR INSTITUTION (IF NOT IN HOSPITAL OR INSTITUTION, GIVE STREET ADDRESS OR LOCATION) 730 Castelar Street				
USUAL RESIDENCE (WHERE DECEASED LIVED) (IF INSTITUTION, RESIDENCE BEFORE ADMISSION)	18a STREET ADDRESS (IF RURAL, WRITE RURAL AND NAME OF NEAREST TOWN) 730 Castelar Street		18b CITY OR TOWN Los Angeles	18c STATE California	
CAUSE OF DEATH (ENTER ONLY ONE CAUSE PER LINE FOR (A), (B) AND (C))	19 I DISEASE OR CONDITION DIRECTLY LEADING TO DEATH Coronary Sclerosis		APPROXIMATE INTERVAL BETWEEN ONSET AND DEATH		
	19 II ANTECEDENT CAUSES (MORBID CONDITION OR ANY OTHER DUE TO (a) OR (b) WHICH CAUSED (c) THIS UNDERLYING CAUSE LAST DUE TO (c))				
	19 III OTHER SIGNIFICANT CONDITIONS (CONDITIONS CONTRIBUTING TO THE DEATH BUT NOT RELATING TO THE DISEASE OR CONDITION CAUSING DEATH)				
OPERATIONS	20a DATE OF OPERATION		20b MAJOR FINDINGS OF OPERATION		
	21 AUTOPSY <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				
DEATH DUE TO EXTERNAL VIOLENCE	22a ACCIDENT, SUICIDE, HOMICIDE (SPECIFY)		22b PLACE OF INJURY (IF IN HOME, FARM, FACTORY, STREET, OFFICE, BUILDING, ETC.)		
	22c LOCATION CITY OR TOWN COUNTY STATE		22d HOW DID INJURY OCCUR?		
PHYSICIAN'S OR CORONER'S CERTIFICATION	23a CORONER'S I HEREBY CERTIFY THAT I HAVE HELD AN <input type="checkbox"/> AUTOPSY <input type="checkbox"/> INQUEST, OR INVESTIGATION ON THE REMAINS OF THE DECEASED AND FIND THAT THE DECEASED CAME TO DEATH AT THE HOUR AND DATE STATED ABOVE		23b PHYSICIAN'S I HEREBY CERTIFY THAT I ATTENDED THE DECEASED FROM _____ TO _____ 19____ THAT I LAST SAW THE DECEASED ALIVE ON _____ 19____ AND THAT DEATH OCCURRED FROM THE CAUSES AND AT THE HOUR AND DATE STATED ABOVE		
	23c SIGNATURE BEN H. BROWN, CORONER DEGREE OR TITLE DEPUTY		23d ADDRESS Los Angeles, Calif. 23e DATE SIGNED 11-21-50		
FUNERAL DIRECTOR AND REGISTRAR	24a BURIAL <input type="checkbox"/> CREMATION <input checked="" type="checkbox"/> REMOVAL <input type="checkbox"/> DATE Jan. 21, 1950		24b CEMETERY OR CREMATORY Mt. Olivet Cemetery Spring Valley, Illinois		
	25 SIGNATURE OF EMBALMER Utter-McKinley Mortuaries LICENSE NUMBER 3407		26 FUNERAL DIRECTOR Utter-McKinley Mortuaries 444 S. Vermont Ave., Los Angeles		
27 DATE RECEIVED BY LOCAL REGISTRAR JAN 21 1950		28 SIGNATURE OF LOCAL REGISTRAR La Rue Robinson		29 SIGNATURE OF REGISTRAR-RECORDER H. O. Waldman	
STATE OF CALIFORNIA					

NOT A VALID DOCUMENT TO ESTABLISH IDENTITY

This is to certify that this document is a true copy of the official record filed with the Registrar-Recorder/County Clerk JUN 02 2006

Conny B. McCormack
 CONNY B. MCCORMACK
 Registrar-Recorder/County Clerk

19-0227815

This copy not valid unless prepared on engraved border displaying Seal and Signature of the Registrar-Recorder County Clerk.



ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

OXY USA WTP LP
P.O. BOX 50250
MIDLAND, TX 79705

DATE: MAY 16, 2006
INVOICE NO: 06-017

ATTN: DAVID EVANS

IN ACCOUNT WITH:
TAX I.D. 11-3706996

DOUG ROWAN d/b/a
ROWAN OIL & GAS INC.
P.O. Box 3336
MIDLAND, TX 79702-3336

VENDOR NUMBER: 31585

DAY WORK AND EXPENSES FROM: May 01, 2006 thru May 15, 2006

PROSPECT: WHIPTAIL "13" #1, E/2 SECTION 13, T18S-R27E, EDDY COUNTY,
NEW MEXICO

DAYS WORKED: May 1, 2, 3, 4, 5, 8, 9, 10, 11, 12, 15, 2006
WORK PERFORMED: TITLE CURATIVE & RESEARCH

DAYWORK: 11.0 DAYS @ 425.00 PER DAY	\$ 4,675.00
MEALS	\$ 36.82
MILEAGE: 443.00 MILES @ .445/MILE	\$ 197.14
COUNTY CLERK COPIES (CERTIFIED)	\$
ABSTRACT PLANT FEES	\$ 25.00
COPIES	\$ 12.00
RECORDING FEES	\$ 11.00
TELEPHONE	\$ 100.82
MISCELLANEOUS (MAPS/PLATS)	\$
LODGING	\$ 72.80
TOTAL	\$ 5,130.58

TOTAL DAYWORK AND EXPENSES

\$ 5,130.58

PLEASE REMIT 5 DAYS

*OK to Pay
David R. Evans
change Whiptail AFE*

Doug Rowan

Doug Rowan

OXY USA WTP LP
P.O. BOX 50250
MIDLAND, TX 79705

DATE: JUNE 1, 2006
INVOICE NO: 06-018

ATTN: DAVID EVANS

IN ACCOUNT WITH:
TAX I.D. 11-3706996

DOUG ROWAN d/b/a
ROWAN OIL & GAS INC.
P.O. Box 3336
MIDLAND, TX 79702-3336

VENDOR NUMBER: 31585

DAY WORK AND EXPENSES FROM: May 16, 2006 thru May 31, 2006

PROSPECT: WHIPTAIL "13" #1, E/2 SECTION 13, T18S-R27E, EDDY COUNTY,
NEW MEXICO

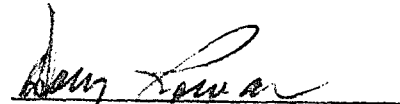
DAYS WORKED: May 16, 17, 18, 19, 20, 22, 23, 24, 25, 26, 30, 31, 2006
WORK PERFORMED: TITLE CURATIVE & RESEARCH

DAYWORK: 12.0 DAYS @ 425.00 PER DAY	\$ 5,100.00
MEALS	\$ 7.00
MILEAGE: 349.00 MILES @ .445/MILE	\$ 155.31
COUNTY CLERK COPIES (CERTIFIED)	\$
ABSTRACT PLANT FEES	\$
COPIES	\$ 64.59
RECORDING FEES	\$ 17.00
TELEPHONE	\$ 93.06
MISCELLANEOUS (MAPS/PLATS)	\$
LODGING	\$
TOTAL	\$ 5,436.96

TOTAL DAYWORK AND EXPENSES **\$ 5,436.96**

PLEASE REMIT 5 DAYS

*OK to Doug
David Evans
Change Whiptail 13#1 PHOTO
7-3001838*


Doug Rowan

OXY USA WTP LP
P.O. BOX 50250
MIDLAND, TX 79705

DATE: JUNE 15, 2006
INVOICE NO: 06-019

ATTN: DAVID EVANS

IN ACCOUNT WITH:
TAX I.D. 11-3706996

DOUG ROWAN d/b/a
ROWAN OIL & GAS INC.
P.O. Box 3336
MIDLAND, TX 79702-3336

VENDOR NUMBER: 31585

DAY WORK AND EXPENSES FROM: June 1, 2006 thru June 15, 2006

PROSPECT: WHIPTAIL "13" #1, E/2 SECTION 13, T18S-R27E, EDDY COUNTY,
NEW MEXICO

DAYS WORKED: June 01, 02, 08, 09, 2006

WORK PERFORMED: TITLE CURATIVE & RESEARCH

DAYWORK: 4.0 DAYS @ 425.00 PER DAY	\$ 1,700.00
MEALS	\$ 7.75
MILEAGE: 349.00 MILES @ .445/MILE	\$ 155.31
COUNTY CLERK COPIES (CERTIFIED)	\$
ABSTRACT PLANT FEES	\$
COPIES	\$ 16.15
RECORDING FEES	\$ 22.00
TELEPHONE	\$
MISCELLANEOUS (MAPS/PLATS)	\$
LODGING	\$
TOTAL	\$ 1,901.21

TOTAL DAYWORK AND EXPENSES \$ 1,901.21

PLEASE REMIT 5 DAYS

*OK to pay
Whiptail D&TO
Charge 73001838*


Doug Rowan

OXY USA WTP LP
P.O. BOX 50250
MIDLAND, TX 79705

DATE: July 13, 2006
INVOICE NO: 06-024

ATTN: DAVID EVANS

IN ACCOUNT WITH:
TAX I.D. 11-3706996

DOUG ROWAN d/b/a
ROWAN OIL & GAS INC.
P.O. Box 3336
MIDLAND, TX 79702-3336

VENDOR NUMBER: 31585

DAY WORK AND EXPENSES FROM: June 16, 2006 thru June 30, 2006

PROSPECT: WHIPTAIL "13" #1, E/2 SECTION 13, T18S-R27E, EDDY COUNTY,
NEW MEXICO

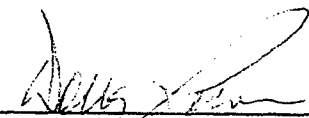
DAYS WORKED: June 27, 28, 29, 30, 2006
WORK PERFORMED: TITLE CURATIVE & RESEARCH

DAYWORK: 3.50 DAYS @ 425.00 PER DAY	\$ 1,487.50
MEALS	\$ 8.75
MILEAGE: 348.00 MILES @ .445/MILE	\$ 154.86
COUNTY CLERK COPIES (CERTIFIED)	\$
ABSTRACT PLANT FEES	\$
COPIES	\$
RECORDING FEES	\$
TELEPHONE	\$
MISCELLANEOUS (MAPS/PLATS)	\$
LODGING	\$
TOTAL	\$ 1,651.11

TOTAL DAYWORK AND EXPENSES \$ 1,651.11

PLEASE REMIT 5 DAYS

*OK to pay
Whiptail Data curative
charge
7-30-1838*



Doug Rowan

OXY USA WTP LP
P.O. BOX 50250
MIDLAND, TX 79705

DATE: August 11, 2006
INVOICE NO: 06-025

ATTN: DAVID EVANS

IN ACCOUNT WITH:
TAX I.D. 11-3706996

DOUG ROWAN d/b/a
ROWAN OIL & GAS INC.
P.O. Box 3336
MIDLAND, TX 79702-3336

VENDOR NUMBER: 31585

DAY WORK AND EXPENSES FROM: June 16, 2006 thru June 30, 2006

PROSPECT: WHIPTAIL "13" #1, E/2 SECTION 13, T18S-R27E, EDDY COUNTY,
NEW MEXICO

DAYS WORKED:

WORK PERFORMED: TITLE CURATIVE & RESEARCH

DAYWORK: 0.00 DAYS @ 425.00 PER DAY	\$
MEALS	\$
MILEAGE: 000.00 MILES @ .445/MILE	\$
COUNTY CLERK COPIES (CERTIFIED)	\$
ABSTRACT PLANT FEES	\$
COPIES	\$
RECORDING FEES	\$
TELEPHONE	\$
MISCELLANEOUS (MAPS/PLATS)	\$
LODGING	\$
Attempt to locate heirs of Steve Falletti	\$ 134.25
TOTAL	\$ 134.25

TOTAL DAYWORK AND EXPENSES

\$ 134.25

PLEASE REMIT 5 DAYS

*OK to pay
Change whiptail
7-30 01838 DOTD
David Evans*

Doug Rowan

Doug Rowan

CONTINENTAL OIL COMPANY

Whiptail
 Curative Reg 3
 14739300
 D. O. No. 1092

OIL DIVISION ORDER

EFFECTIVE May 1, 1959

To CONTINENTAL OIL COMPANY,
 Ponca City, Oklahoma.

The undersigned certify and guarantee that they are the owners and the holders, in the proportions set out below, of the legal title of oil wells Nos. 1 and up on the New Mexico State Farm, more particularly described as

the SW/4 NE/4 of Section 13,
 Township 16 South, Range 27 East.

, in Bddy County, New Mexico and of all oil produced therefrom, and until further notice you are authorized to receive oil therefrom for purchase from the undersigned parties severally, giving credit for all oil received as directed below:

CREDIT TO	DIVISION OF INTEREST	P. O. ADDRESS (Give box number or street address)
Commissioner of Public Lands, State of New Mexico L-7298	12.5%	-----
Russell A. Tolson	3%	3737 Mohawk Pasa, California
J.C. Miller	21.125%	311 Carper Building Artesia, New Mexico
John A. Yates	21.125%	Box 1264 Artesia, New Mexico
G.P. Yates	42.25%	Carper Building Artesia, New Mexico
Caroy E. Tolson	(No Interest)	-----
T.R. Bradshak	(No Interest)	-----

The following covenants are also part of this division order, and shall be binding on the undersigned, their heirs, executors, administrators, successors and assigns:

- (1) The oil purchased hereunder shall be delivered f. o. b. to you or any pipe line or other agency designated by you, and shall become your property upon actual delivery thereof to you or to your designated agency.
- (2) Said oil shall be paid for to the owners or their assigns in proportion to their respective interests shown above at the market price paid by you for the same kind and quality of oil in the particular field on the day when such oil is received by you. If, however, it is or shall become necessary to transport by truck crude oil sold and purchased hereunder, then you are authorized to deduct from such price the hauling charges agreed upon and paid by you. Your checks are to be mailed to the addresses given above, respectively, or delivered, monthly for the oil received under this division order during the preceding calendar month. Pipe line grades and measurements to govern and control in all settlements. You are hereby authorized to pay when required or permitted by any law, and until such law is declared invalid by a court of final appeal, all taxes, fees and charges imposed by the federal or state governments, or any political subdivision thereof, in respect to or which may be a lien upon said oil, the proceeds therefrom, the production thereof, or the lease from which the oil is produced and to deduct from any amount accruing hereunder to the undersigned such party's proportionate part of the payment so made.
- (3) Quantities are to be computed, at your option, either from meters of a positive displacement type, or from regularly compiled tank tables, and subject to deduction for dirt and sediment and corrections for temperature, all to be made in accordance with the local rules of the purchaser, in force at the time. Oil shall be treated when necessary to render it merchantable.

(OVER)

(4) Each undersigned hereby warrants a covenants to forever defend the title to the oil credited to each undersigned owner according to the division of interest hereinabove indicated, as well as all interest hereafter acquired and agrees to furnish satisfactory abstracts and other evidence of title to you at any time on demand. In the event of a failure to so furnish such abstracts or evidences of title or in the event of a dispute at any time concerning title, you may withhold the proceeds of oil run without interest until such title shall have been perfected or until indemnity satisfactory to you shall have been furnished. You are hereby relieved of any responsibility for determining if and when any of the interests hereinabove set forth or any part thereof shall or should revert to or be owned by others not parties hereto or be divided differently between parties hereto, as a result of the satisfaction or discharge of money or other payments from said interests, regardless of whether or not such payments are specifically or accurately described herein; and the signers hereof whose interests are affected by any such payments agree to give you notice by registered letter addressed to you in Ponca City, Oklahoma, when such payments have been satisfied or discharged or when any other division of interest than that set forth above shall, for any reason, become effective, and to furnish transfer orders accordingly, and that in the absence of such notice, you shall be held harmless against, and you are hereby released from any and all damage or loss which might arise out of any overpayment resulting from payments made in accordance with the division of ownership set forth above now in effect.

WITNESSES:

Nugent W. Barry

(122)

(108) *J. O. Miller*
(111) *John A. Yates*
(121) *A. L. Yates*
(102)
(103)

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: No. 8

RECEIVED STATE LAND OFFICE SANTA FE, N.M. MAY 5 1938 AM 8:50 O'CLOCK

That Rolph Gallinger (state whether married or single)

and Frances Gallinger, his wife, (wife if any)

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

Julia A. Folsom and Vernon S. Folsom

Elk City, Oregon

whose post office address is 733-Summit-St., Pasadena, California

hereinafter sometimes called the "Assignee s", 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

Assignees their heirs, successors and assigns, all of the assignor s' right, title, interest and claim in and to that certain Oil and Gas Lease No. B-7298, made by the State of New Mexico to Rolph Gallinger

under date of November 5th, 1937, 19

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:

SW 1/4 SE 1/4, Section 13, T. 18 S., R. 27 E., 40.00 acres Situated in the County of Eddy, State of New Mexico

- (Rental paid to November 5, 1939 - Land Office Receipt No. 247414, Rental paid to November 5, 1940 - Land Office Receipt No. 277560, Rental paid to November 5, 1941 - Land Office Receipt No. 306104, Rental paid to November 5, 1942 - Land Office Receipt No. 333286, Rental paid to November 5, 1943 - Land Office Receipt No. A-18446-\$12.00, Rental paid to November 5, 1944 - Land Office Receipt No. A-43939-\$12.00, Rental paid to November 5, 1945 - Land Office Receipt No. A-69296-\$12.00, Rental paid to November 5, 1946 - Land Office Receipt No. B-22839-\$12.00

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 parties of the first part have hereunto set their hands and seals on this the 26th day of April, 1938.

UNDER THE TERMS OF LEASE B THE RENTAL DOUBLES WITH THIS PAYMENT.

Rolph Gallinger Frances Gallinger

from Abstract of Title - Mary Coleman Griffin no. 2077

STATE OF CALIFORNIA }
County of LOS ANGELES }

ss.

On this 26th day of April, 1938, before me personally appeared Rolph Gallinger and Frances Gallinger, his wife to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their 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.

Leah Andelson

My commission expires August 2, 1940
SEAL
Office of Commissioner of Public Lands,
Santa Fe, New Mexico

Notary Public.

I hereby certify that the within assignment was filed in my office on the 5th day of May, 1938, and approved by me on MAY 16 1938, 19

SEAL Frank Worden
Commissioner of Public Lands.

INSTRUCTIONS AND INFORMATION

- 1. ~~An annual rental, at the rate of _____ 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.

- 1. § All Assignments must be filed in duplicate 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.
- 2. § Recording and approval fees are \$5.00 for each Assignment.
- 3. § When assignments are accompanied by personal check, they will be held three weeks for the right to withhold approval of assignments until checks are paid. Collection of checks.
- 4. § 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.
- 5. § Assignments must show complete postoffice address of assignee.
- 6. § Assignments must be executed before an officer authorized to take acknowledgments of deeds. Corporations must use corporate form of acknowledgment.
- 7. § 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.

S. P. YATES, And
ESTELLE H. YATES,
Husband and Wife,

Assignors,

TO

ASSIGNMENT OF OIL AND GAS LEASE.

C. V. MILLER, And
J. O. MILLER,

Assignees.

DATED: June 24th, 1946.
FILED FOR RECORD: July 26th, 1946, 11:15 A.M.
RECORDED: Oil and Gas Book 26, Page 465.
CONSIDERATION: \$1.00 o.v.c.

KNOW ALL MEN BY THESE PRESENTS:

That, S. P. Yates and Estelle H. Yates, husband and wife, and . . . hereinafter sometimes called "Assignors," parties of the first part, for and in consideration of the sum of One Dollar, and other good and valuable consideration paid by C. V. Miller and J. O. Miller whose post office address is Artesia, New Mexico, hereinafter sometimes called the "Assignees," 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 Assignees, their heirs, successors and assigns an undivided one-half of the assignors' right, title, interest and claim in and to that certain Oil and Gas Lease No. B-7298, made by the State of New Mexico to Rolph Gallinger under date of November 5, 1937 and later assigned to S. P. Yates, 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:

An undivided one-half interest in the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 13, Township 18 South, Range 27 East, N.M.P.M., Eddy County, New Mexico.

(It is the intention of the assignors to assign an undivided one-half interest in said lease to the assignees in equal shares so that the assignees shall each own an undivided one-fourth interest therein, subject to their proportionate part of the overriding royalty of 3% outstanding on said lease.)

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, aso to the lands above described.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals on this the 24th day of June, 1946.

S. P. YATES

ESTELLE H. YATES

STATE OF NEW MEXICO }
 }ss.
COUNTY OF EDDY }

On this 24th day of June, 1946, before me personally appeared S. P. Yates and Estelle H. Yates, husband and wife, to me 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.

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

ERMA G. WILLIAMS

Notary Public

SEAL

My commission expires

Nov. 29th, 1947.

IN THE DISTRICT COURT OF EDDY COUNTY
STATE OF NEW MEXICO

IN THE MATTER OF THE PROPOSED)
SALE OF AN INTEREST IN REAL)
ESTATE BELONGING TO THE ESTATE) NO. 9427
OF JULIA A. FOLSOM, DECEASED.)

ORDER AUTHORIZING SALE AND CONVEYANCE

This matter came on before the Court upon the Petition of Vergil O. Hopp, administrator of the estate of Julia A. Folsom, deceased, for an order authorizing him, as said administrator, to sell the interest of Julia A. Folsom in certain real estate and execute a sufficient conveyance therefor and the Court, being fully advised in the premises, finds:

1. That Julia A. Folsom died in Los Angeles, State of California, on October 27, 1942, intestate and without issue surviving her, leaving Carrie H. Folsom, her mother, 440 North Fair Oaks, Pasadena, California, as her sole heir at law. That said decedent was unmarried at the time of her death and left no property in the State of California and has no other estate except the property hereafter mentioned.

2. That an administration proceeding has been commenced upon the estate of Julia A. Folsom, deceased, in the Probate Court of Eddy County, New Mexico in cause number 1266, and the petitioner, Vergil O. Hopp, is the duly appointed, qualified and acting administrator of said estate.

3. That said estate consists of an interest in real estate in Eddy County, New Mexico, to wit:

An undivided one-half interest in State Oil and Gas Lease, B-7298, covering SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 13, Township 18 South, Range 27 East, N.M.P.M., said lease dated November 5, 1937.

That the remaining undivided one-half interest in said

State of New Mexico Oil and Gas Lease is in the name of Vernon S. Folsom, brother of Julia A. Folsom, deceased.

4. That an inventory and appraisement have been made and filed as provided by law in the administration of said estate, and the undivided one-half interest of Julia A. Folsom in said oil and gas lease is appraised at the sum of \$250.00.

5. That Stanley L. Jones of Artesia, New Mexico has offered to purchase said State Oil and Gas Lease and to pay for the one-half interest of Julia A. Folsom the sum of \$300.00 and to give and grant an overriding royalty as an additional consideration for the interest of Julia A. Folsom, amount to 1 1/2%.

6. That said sale would be to the advantage of said estate and to those interested therein, as the owners of said lease are not in a position to develop the same, and said lease is now in its secondary term.

7. That there is attached to the Petition filed herein the written consent of Carrie H. Folsom, mother and sole heir of Julia A. Folsom, deceased, to the said sale, and the Court finds that the provisions of Chapter 214, Laws of 1937, have been complied with and the administrator should be ordered to complete said sale and execute a sufficient conveyance therefor.

IT IS, THEREFORE, ORDERED that Vergil O. Hopp, administrator, be, and he hereby is, authorized and directed to sell and assign to Stanley L. Jones the following described interest in real estate in Eddy County, New Mexico, to wit:

An undivided one-half interest in State Oil and Gas Lease, B-7298, covering SW $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 13, Township 18 South, Range 27 East, N.M.P.M., said lease dated November 5, 1937,

belonging to the estate of Julia A. Folsom, deceased, for the sum of \$300.00 in cash and an overriding royalty of 1 1/2%, being one-half of an overriding royalty of 3%, which 1 1/2% overriding royalty shall be paid to said Carrie H. Folsom as her sole heir.