

Court of the Fourth Judicial District in and for Utah County, State of Utah, do hereby certify that the foregoing is a full, true and correct copy of those parts of the Order Confirming Sale of Real and Personal Property, filed in my office, in Utah County, Utah, December 31, 1947, which relate to the real property described in said order that is situate in the Counties of Juab, Uintah and Beaver, respectively, State of Utah, in the action entitled Fred W. Taylor and Amelia R. Taylor, Plaintiffs, vs. Knight Investment Company, a corporation, Defendant, (In the Matter of the Receivership of the Knight Investment Company) Civil Number 9121, as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this 2nd day of February, 1948.

SEAL

Verl G. Dixon, Clerk  
By C. B. Carter, Deputy Clerk

Filed for Record at 9:30 A. M. February 16, 1948

*Lucille P. Strong*  
County Recorder

No. 68479

THE STATE OF UTAH        )  
                              ) SS.        KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF MILLARD     )

That Otto Kesler and Alice Kesler, his wife of the County of Millard, State of Utah, hereinafter called Grantor (whether one or more), for and in consideration of the sum of Ten and no/100 Dollars, cash in hand paid by R. W. Slemaker of Tulsa, Okla., hereinafter called Grantee (whether one or more), the receipt of which is hereby acknowledged, have granted, bargained, sold, conveyed, transferred, set over and delivered and by these presents do grant, bargain, sell, convey, transfer, set over and deliver unto the said Grantee, forever, an undivided fifteen-sixteenths (15/16ths) interest in, to and of all oil, gas and other minerals, whether similar or dissimilar, on, in, under and that may be produced from the following described land situated in the County of Beaver, State of Utah, more particularly described as follows, to-wit:

The S $\frac{1}{2}$  of N $\frac{1}{2}$  of Sec. 28, Twp. 29 South, Range 11 West of S.L.M.; also the W $\frac{1}{2}$  of Section 15, Twp. 26 South, Range 10 West of S.L.M., and the N $\frac{1}{2}$  of Sec. 14, Twp. 26 South, Range 11 West of S.L.M.

The above described land containing 800 acres, more or less.

Together with the right of ingress and egress in, upon and over said land at all times for the purpose of mining, drilling and exploring said land for oil, gas and other minerals and removing the same therefrom; together with the use of such amount of the surface of said land as is necessary or useful to produce, save, store, refine, treat, transport and remove such oil, gas and other minerals, and to conduct all operations and erect and use thereon all buildings, derricks, tanks, structures, machinery and equipment as may be necessary or proper for such purpose, together with the right to lay and operate thereon pipe lines, telephone and telegraph lines, and to repair and remove from said land any of Grantee's property thereon at any time, including the right to pull and remove casing.

In respect to the undivided one-sixteenth (1/16) part of and interest in the oil, gas and other minerals retained and reserved by the Grantor in said land, it is understood and agreed that said one-sixteenth (1/16th) interest is and shall always be a royalty interest, and shall not be charged with any of the costs which the Grantee may incur in exploring, drilling, mining, developing and operating wells or mines for the production of oil, gas and other minerals; and, if the Grantee, or his heirs, executors, assigns or any person or concern to whom the Grantee shall give an oil and gas mining lease thereon, shall, by his or their explorations and operations, discover and produce oil, gas and other minerals the Grantor's one-sixteenth (1/16th) royalty interest above referred to shall be delivered free of cost to the Grantor at the wells or mines or to the credit of Grantor in pipe lines or storage provided by the Grantor. It is expressly understood that the Grantee shall never be required or under any covenant or obligation, either express or implied, to drill or operate on said lands or any part thereof for the discovery of or production of oil, gas and other minerals, and that all drilling operations and developments for oil, gas and other minerals, before and after discovery, shall be solely at the Grantee's option and election, and that any wells or mines discovered or drilled by the Grantee may be abandoned or operated by him at any time at his election or discretion; provided that, before Grantor's royalty shall be calculated and determined, all oil, gas and other minerals used for light, heat and operations by the Grantee and any taxes against the production shall be first deducted.

Grantor further agrees that the Grantee shall have the right at any time to redeem for the Grantor or their heirs, executors and assigns, by payment, any note, deed of trust, taxes, judgments or other liens on the above described land in the event of default of payment by Grantor and by subrogated to the rights of the holder or holders thereof.

The rights and interests herein granted, created and reserved shall extend to the respective heirs, executors, administrators, successors and assigns of the parties hereto, it being agreed that the Grantor shall not be required to join in or ratify any oil and gas mining lease which the Grantee may grant by virtue of his ownership hereunder and that Grantor shall be entitled to none of the bonus money therefor; it being further understood that any change of ownership of the one-sixteenth (1/16th) royalty belonging to the Grantor, whether effected by conveyance, will, partition or otherwise, shall entitle the respective owners only to their proportionate part of said royalty, and that the Grantee shall not be responsible for the payments or delivery of said royalty to any new owners unless and until he shall be furnished with ~~the~~ instrument of transfer or duly certified copy thereof.

TO HAVE AND TO HOLD the above described property, rights, interests and privileges, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, his heirs, executors, administrators and assigns; and they do hereby bind their heirs, executors, administrators and assigns, to warrant and forever defend all and singular the said property, rights, interests and privileges unto the said Grantee, his heirs, executors, administrators and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS our hands this 5th day of February, 1948.

Otto Kesler

Alice Kesler

STATE OF UTAH )  
: SS.  
COUNTY OF MILLARD )

ACKNOWLEDGMENT, Applicable where lands are in Oklahoma, Kansas, Nebraska, South Dakota, Arizona and New Mexico.

BE IT REMEMBERED, That on this 5th day of February, A. D., 1948, before me, a Notary Public in and for said County and State, personally appeared Otto Kesler and Alice Kesler, his wife, to me known to be the identical persons described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written.

SEAL  
My Commission Expires June 17, 1950

Christian T. Axelgard  
Notary Public  
Price, Utah



.55 can. rev. stamps attached.

Filed for Record at 10:30 A, M. February 16, 1948

*Lucille P. Strong*  
County Recorder

No. 68487

IN THE DISTRICT COURT OF BEAVER COUNTY, UTAH

LOYD MAYER and EUGENE H. MAYER, )  
Plaintiffs, )  
vs. )  
LEO J. LYONS and JANE DOE LYONS, )  
his wife; and all other persons unknown )  
claiming any right, title, estate or )  
interest in or lien upon the real )  
property described in the complaint )  
adverse to the plaintiffs' ownership or )  
clouding the plaintiffs' title thereto, )  
Defendants. )

LIS PENDENS

NOTICE IS HEREBY GIVEN that an action has been commenced in the District Court of Beaver County, Utah, by the above named plaintiffs against the above named defendants, to quiet title to the premises and real property in the complaint in said action and hereinafter described, and to determine all and every claim, estate or interest therein of said defendants adverse to the said plaintiffs; that the premises affected by this suit, and described in the said complaint are situated in the County of Beaver, State of Utah, and are more particularly described as follows, to-wit:

The west half of the southeast quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$ ) of Section 6, Township 29 South of Range 10 West, S.L.M.

Dated this 16 day of February, 1948.

CLINE WILSON AND CLINE  
By Sam Cline  
Attorneys for Plaintiffs.

STATE OF UTAH )  
: SS.  
COUNTY OF BEAVER )

On this 16 day of February, 1948, personally appeared before me Sam Cline, one of the attorneys of record herein for the plaintiffs, the signer of the above and foregoing instrument, who duly acknowledged to me that he executed the same.

SEAL

Harold Cline  
Notary Public

Filed for Record at 9:10 A. M. Feb. 19, 1948

*Lucille P. Strong*  
County Recorder