

No. 68603

THE STATE OF OKLAHOMA)
: SS. KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TULSA)

That R. W. Slemaker and Ruth Slemaker, his wife, of the County of Tulsa, State of Oklahoma, hereinafter called Grantor (whether one or more), for and in consideration of the sum of One and no/100 dollars, cash in hand paid by Seth W. Herndon, Box 1836, Tulsa, Oklahoma, 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 10/16ths 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:

SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Sec. 28, Twp. 29 South, Range 11 West and W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Sec. 15, Twp. 26 South, Range 10 West, of S.L.M., containing 120 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 original owner Otto Kesler and Alice Kesler, his wife, in said land, it is understood and agreed that said one-sixteenth (1/16) 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 Original Owner, one-sixteenth (1/16) royalty interest above referred to shall be delivered free of cost to the Original Owner, at the wells or mines or to the credit of Original Owner, in pipe lines or storage provided by the Original Owner. 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 Original Owner'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 be 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 Original Owner, 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 Original Owner, shall be entitled to none of the bonus money therefore; it being further understood that any change of ownership of the onesixteenth (1/16) royalty belonging to the Original Owner, 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 forever.

WITNESS our hands this 26th day of February, 1948.

R. W. Slemaker
Ruth Slemaker

STATE OF OKLAHOMA)
: SS. ACKNOWLEDGMENT, Applicable where lands are in Oklahoma,
COUNTY OF TULSA,) Kansas, Nebraska, South Dakota, Arizona, Utah and or
New Mexico.

BE IT REMEMBERED, That on this 26th day of February, A. D., 1948, before me, a Notary Public, in and for said County and State, personally appeared R. W. Slemaker and Ruth Slemaker, 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.

My commission expires May 14, 1951.
SEAL
\$.55 can. rev. stamps attached.

L. D. Chilton, Notary Public
809 Daniel Bldg., Tulsa, Okla.

Filed for Record at 9:00 A. M. March 30, 1948

Luille P. Strong
County Recorder