

IN THE MATTER OF
BALDWIN COUNTY BANK

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.
IN EQUITY. NUMBER 1030.

TO THE HONORABLE F. W. HARE, JUDGE OF THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, SITTING IN EQUITY:

Now comes J. H. Williams, Superintendent of Banks of the State of Alabama, in his capacity as such officer, and respectfully shows unto the Court and your Honor as follows:

1. Among the assets of the Baldwin County Bank which closed on January 27, 1932, and which are now being liquidated by Petitioner as Superintendent of Banks of the State of Alabama through the reorganized Baldwin County Bank as provided in and by the former Decrees of this Court, are a large amount of lands, most of which are what are known as cut-over timber lands which, at this time, are producing little, if any, income, and there is no market therefor at this time.

2. Officials and employees of the Union Producing Company, a Corporation, are now working in and around the Town of Bay Minette, Alabama, where they are engaged in securing oil leases on all possible lands in order that the said company may make proper examination for the presence of structure or structures favorable for the occurrence of oil, gas and other minerals, provided they can secure a large or solid block of land, and if such examination discloses the presence of gas, oil or other minerals, will endeavor to produce same in paying quantities by putting down an oil well or wells. This said company has proposed to take seven leases on certain lands belonging to the said assets in liquidation, the lands which the said Union Producing Company proposes to lease being particularly described in the leases, copies of which are hereto attached, marked Exhibits "A" to "G" both inclusive and which are

by reference made a part hereof as though fully incorporated herein. These leases do not provide for the payment of any consideration to the Lessor at the time the said leases are made except a nominal cash consideration, but provide^v for certain payments or benefits in case oil is produced, all of which will fully appear from the said Exhibits hereto attached.

3. Petitioner has caused an investigation to be made relative to the said Union Producing Company, and is informed and believes and on such information and belief alleges that it is one of the largest companies of its kind in America and one that is able, anxious and willing to make a thorough examination of the country around Bay Minette, Alabama for oil, gas and other minerals. Petitioner further alleges that in his opinion the lands described in the said leases will not be harmed in any way and the value thereof will not be decreased by the making of the said leases and it is highly probable that the making of the said leases will prove of untold benefit to the said trust which would, of course, result in a large increase in the value of the said assets in liquidation.

4. The said Union Producing Company has agreed to pay all costs occasioned by this proceeding in the event the said leases are made to it.

THE PREMISES CONSIDERED, Petitioner respectfully prays:

1. That the Court take jurisdiction of this Petition, fix a day for hearing same and give notice of the time and place of the said hearing to the said reorganized Baldwin County Bank and such other parties as the Court may deem proper in the form and manner prescribed by law.

2. That the Court authorize Petitioner through the said reorganized bank to enter into the said lease agreements and make and execute same.

3. Petitioner further prays for such other, further and general relief as he may be equitably entitled to the premises considered.

J. H. WILLIAMS,
Superintendent of Banks of the State of
Alabama,

By Addie Lee Farish
As Deputy Superintendent of Banks of the
State of Alabama.

STATE OF ALABAMA

Baldwin COUNTY

Before me, the undersigned authority within and for said
County in said State, personally appeared Addie Lee Farish, who,
after being by me first duly and legally sworn, deposes and says:
That she is Deputy Superintendent of Banks of the State of Alabama;
that she has read over the foregoing Petition and the facts alleged
therein are true to the best of her knowledge, information and be-
lief.

Addie Lee Farish

Sworn to and subscribed before me
on this the 28th day of July, 1938.

J. B. Blackburn
Notary Public, Baldwin County,
Alabama.

FOOT NOTE: The parties respondent are required to answer the fore-
going Petition but not under oath, the benefit whereof is hereby
expressly waived.

J. H. WILLIAMS,
Superintendent of Banks of the State of
Alabama,

By Addie Lee Farish
As Deputy Superintendent of Banks of the
State of Alabama.

Oil Gas and Mineral Lease With Exploration Period

THIS AGREEMENT made and entered into the 18th day of July, 1933 by and between Baldwin County Bank

hereinafter called "Lessor" (whether one or more), and Union Producing Company hereinafter called "Lessee," WITNESSETH:

Lessor in consideration of One and no/100 Dollar (\$1.00) in hand paid, the receipt of which is hereby acknowledged, and of the agreement by Lessee to make or have made a geological, geophysical, torsion balance, seismic, Magnetometer, electrical or other examination for the presence of structure or structures favorable for the occurrence of oil, gas and other minerals on, or in the vicinity of, the hereinafter described land, hereby grants the Lessee the exclusive right to make such examinations for a period of 12 months from the date hereof (hereinafter called the "exploration period") and as long thereafter as this lease remains in force, on the following described land in the County of Baldwin State of Alabama, to-wit:

Also All that certain tract of land lying partly in the Southwest Quarter of the Northwest Quarter and Northwest Quarter of the Southwest Quarter of Section 4 and partly in the Southeast Quarter of the Northeast Quarter and Northeast Quarter of the Southeast Quarter of Section 5, in Township 2 South, Range 3 East of St Stephens Meridian, bounded as follows: Beginning at a point on the westerly line of Hand Avenue at the Northeast corner of a ten acre tract of land heretofore sold by the Bay Minette Land Company to Nathan Seroka and running thence westerly and parallel with the south line of said Section 4, and 5 and along the northerly line of said land of Seroka about 1017.5 feet to the westerly line of McMillan Avenue, thence northerly along the westerly line of McMillan Avenue about 1364 feet to a point in the said westerly line of McMillan Avenue distant forty feet from the Southwest corner of a tract of land of G. W. Petty as measured along the said westerly line of McMillan Avenue and thence running easterly parallel with the southerly line of said Sections 4 and 5 about 1017.5 feet to the westerly line of Hand Avenue at a point distant 40 feet southerly from the Southeast corner of said land of Petty as measured along the westerly line of Hand Avenue, thence southerly along the westerly line of Hand Avenue about 1364 feet to the place of beginning, containing 29.43 acres, more or less. It is not the intention of this description to cover any land lying in McMillan Avenue or Hand Avenue or in the right of way owned by Bay Minette Land Company connecting McMillan Avenue and Hand Avenue adjoining the said land on the North.

Also Beginning at the Northeast corner of Section 21, Township 2 South, Range 3 East of St Stephens Meridian, and thence running South along the east line of said Section 662 feet to a point, being the Northeast corner of a five acre tract heretofore sold by the Bay Minette Land Company to Hare, thence running West along the North boundary line of said Hare tract 925 feet, be the same more or less, to the East line of the right of way of the Bay Minette and Fort Morgan Railroad, thence northerly along the East line of said right of way 649 feet to the North boundary line of said Section, thence East along the North boundary line of said Section 816.4 feet to the place of beginning, containing 13 acres, more or less

Also beginning at a stake on the West line of Bay Minette and Fort Morgan Railroad on the South line of Section 16, run thence Southwesterly along the right of way line of said railroad 1306 feet, thence westerly 909 feet, thence northerly 1300 feet to a point on said Section line, thence easterly on South line of Section 16, 1091 feet to the place of beginning, containing 30 acres, more or less, in Section 21, Township 2 South, Range 3 East.

Also beginning at the Northwest corner of the Northeast Quarter of the Southwest Quarter of Section 21, Township 2 South, Range 3 East of St Stephens Meridian, thence South 990 feet to a point; thence East 1320 feet to a point in the East line of the Southwest Quarter, thence North, with said East line of quarter Section, 330 feet to a point, thence West 660 feet to a point, thence North 660 feet to a point in the North line of said quarter Section, thence West 660 feet to the point of beginning, containing 20 acres, more or less in the Northeast Quarter of the Southwest Quarter of Section 21, Township 2 South, Range 3 East

Also the East half of Southeast Quarter of Section 22, and that portion of the West half of the Southeast Quarter of said Section 22 described as follows: Beginning at the Northeast corner of the Northwest Quarter of the Southeast Quarter of said Section 22, thence run South 1770 feet (26.81 chains) thence West 990 feet (15 chains), thence North 1770 feet (26.81 chains) thence East 990 feet (15 chains) to the place of beginning, containing 120 acres, more or less, in Township 2 South, Range 3 East, except therefrom the following parcel of land namely: Beginning at a point on the East line of Section 22, Township 2 South, Range 3 East, which is 1421 feet North of the Southeast corner of said Section, run thence West 536 feet to a stake, thence North 812.6 feet to a stake, thence East 536 feet to a point on the aforesaid Section line, thence South 812.6 feet to the point of beginning, being in the Northeast Quarter of the Southeast Quarter of Section 22, Township 2 South, Range 3 East, containing 10 acres, more or less, as per survey recorded in Deed Book 26 N. S., at Page 123, leaving 110 acres in this description

Also commencing at a point 420 feet North of the Southeast corner of the Southwest Quarter of the Southeast Quarter of Section 22, Township 2 South, Range 3 East, which is the Northeast corner of a lot now or formerly owned by Eberry Green, and run thence North 420 feet to a post, thence West 420 feet to a post, thence South 420 feet to a post, thence East 420 feet to the place of beginning, containing 4 acres, more or less in the Southwest Quarter of the Southeast Quarter of Section 22, Township 2 South, Range 3 East.

Also the East half of Northeast Quarter of Southeast Quarter of Section 23, Township 2 South, Range 3 East, containing 20 acres, more or less

Also beginning at the Northeast corner of the Southeast Quarter of the Southeast Quarter of Section 23, Township 2 South, Range 3 East, thence run West 350 feet to a point of beginning, thence run West 334 feet, thence run South 9° 30' West 249 feet, thence North 85° 30' East 374 feet, thence North 198.5 feet to the point of beginning, containing 1.71 acres, more or less, in Southeast Quarter of Southeast Quarter of Section 23, Township 2 South, Range 3 East

Also beginning at the Northeast corner of the Southeast Quarter of the Southeast Quarter of Section 23, Township 2 South, Range 3 East, run thence West 110 yards, thence South 66 yards, thence Northeasterly 112 yards to a point in the East line of said Section 23, which is 14 yards South of the Northeast corner of the Southeast Quarter of the Southeast Quarter of said Section, thence run North 14 yards to the point of beginning, containing 0.91 acres, more or less, in the Southeast Quarter of the Southeast Quarter of Section 23, Township 2 South, Range 3 East.

Also the Southwest Quarter of the Northeast Quarter of Section 25; West half of East half of East half of Southwest Quarter of Section 27; Southeast Quarter of Northeast Quarter, Southeast Quarter of Southwest Quarter and Southwest Quarter of Southeast Quarter of Section 32; South half of Southeast Quarter of Section 34, 117 1/2 Township 2 South

Exhibit A

Oil Gas and Mineral Lease With Exploration Period

THIS AGREEMENT made and entered into the 18th day of July 1941 by and between Baldwin County Bank

hereinafter called "Lessor" (whether one or more), and Union Producing Company hereinafter called "Lessee," WITNESSETH:

Lessor in consideration of One and no/100 Dollar (\$1.00) in hand paid, the receipt of which is hereby acknowledged, and of the agreement by Lessee to make or have made a geological, geophysical, torsion balance, seismic, Magnetometer, electrical or other examination for the presence of structure or structures favorable for the occurrence of oil, gas and other minerals on, or in the vicinity of, the hereinafter described land, hereby grants the Lessee the exclusive right to make such examinations for a period of 18 months from the date hereof (hereinafter called the "exploration period") and as long thereafter as this lease remains in force, on the following described land in the County of Baldwin State of Alabama, to-wit:

South half of Southeast Quarter of Section 20; South half of Southwest Quarter of Section 21; South half, South half of Northwest Quarter and West half of Northeast Quarter of Section 28; All of Section 29, except that part thereof which lies West of the Bay Minette and Stockton Highway as now located, all being in Township 1 South, Range 3 East of St Stephens Meridian,

of Section Township Range 1205.80 acres, whether the same be more or less than the estimated acreage.

In the event lessee concludes from such geological, geophysical or other examination that there are favorable oil, gas or mineral indications on or in the vicinity of said land, lessee may continue this oil, gas and mineral lease in force beyond the exploration period hereinabove provided for in accordance with all the terms and provisions hereof, by, prior to the expiration of Eighteen (18) months from the date hereof, beginning or causing to be begun operations for the drilling of a well for oil, gas or other minerals on some part of the above described land or on some tract of land any boundary of which lies within Six (6) miles of any boundary of the above described land, or by paying or tendering to Lessor or to the credit of Lessor in the depository hereinafter named, in the same manner as the annual rentals hereinafter provided for the sum of Twenty-five Cents

per acre for such of the above described acreage as Lessee may select and elect to retain. If operations for the drilling of a well are commenced, such operations shall be prosecuted with reasonable diligence until a depth of 7000 feet is reached in said well unless oil, gas or other mineral is found in paying quantities at a lesser depth, or unless cap rock, salt, igneous rock or other impenetrable formation is encountered. If Lessee elects to retain less than the entire acreage hereinbefore described, Lessee shall at the time the selection of acreage is made, execute and deliver to Lessor a written release, releasing from the terms of this agreement all acreage which it has not selected and elected to retain. And the terms of this agreement as hereinafter set forth shall apply to and be effective only as to the acreage not so released and the annual rental hereinafter provided to be paid in order to hold this lease in force in the absence of production or drilling operations shall be decreased proportionately.

Upon the commencement of such operations for the drilling of a well, or the tender or payment of the sum above set out, within the time specified, this oil gas and mineral lease shall automatically and without further action on the part of the Lessor or the Lessee, and without the execution of any additional instrument, be continued in force in accordance with all of its terms and provisions.

Lessor, for and in consideration of the obligations to be performed by Lessee as hereinabove set out, of the royalties herein provided for, and of the covenants and agreements hereinafter contained, has demised, leased and let, and by these presents does demise, lease and let, exclusively unto the said Lessee the land hereinabove described with the exclusive right of exploring for mineral indications and to employ therein torsion balance, seismic or other geological or geophysical device or method, and with the right of operating for and producing therefrom oil, gas and other minerals, including casinghead gas and casinghead gasoline, with rights of way and easements for pipe lines, telegraph and telephone lines, tanks, power houses, stations, gasoline plants and fixtures for producing, treating and caring for such products and any and all other rights and privileges necessary, incident to or convenient for the economical operation of said land, for oil, gas or other minerals, including casinghead gas and casinghead gasoline.

It is agreed that this lease shall remain in force during the exploration period hereinbefore set out, and for a term of five years from and after January 18, 1940 hereinafter called "primary term" and as long thereafter as oil, gas or other minerals or any of them is produced from said land by Lessee, or the obligations in lieu of production are fulfilled.

In consideration of the premises the said Lessee covenants and agrees:

(1) To deliver to the credit of Lessor, free of cost, in the pipe line to which he may connect his wells, the equal one-eighth part of all oil produced and saved from said leased premises.

(2) To pay Lessor for all gas (whether casinghead gas or otherwise) produced from said land and sold or utilized off the premises or used in the manufacture of gasoline or other product therefrom, 1/8th of the value of such gas at the mouth of the well in its natural state (including gasoline, whether same be recovered by drips or through absorption plant or by any other process) calculated at the rate of THREE (3) cents per 1,000 cubic feet, corrected to 2 lbs. above assumed atmospheric pressure of fourteen and seven tenths (14.7 lbs.) pounds per square inch. While gas from a well capable of producing gas only is not being sold or utilized off the premises, Lessee shall pay Lessor at the rate of \$200.00 per year, payable quarterly for such time as said gas is not sold or utilized off the premises, and upon such payment by Lessee to Lessor, it will be considered that gas is being produced from said land. Lessor shall have gas free of cost from any well capable of producing gas only for all stoves and all inside lights in the principal dwelling house on said land by making his own connections with the well at his own risk and expense.

(3) To pay to the Lessor as royalty the sum of fifty cents (50c) per long ton (2240 pounds) for all sulphur produced and marketed from said leased premises, and if any minerals other than oil, gas and sulphur are found and produced from said land, the Lessee shall deliver or pay to the Lessor the usual prevailing royalty on such minerals in kind or value at Lessee's election. Lessee may pay any royalty or make any other payment due Lessor by depositing said monies to the credit of Lessor in the Bank hereinafter named as Depository.

All taxes levied on the severance or production of oil, gas, sulphur and other minerals hereunder shall be due and payable in the following proportions:

One-eighth by Lessor and seven-eighths by Lessee.

If drilling operations are not commenced on said land on or before the 18th day of January, 1941, this lease shall then terminate as to both parties, unless Lessee shall pay or tender to Lessor or to the credit of Lessor in

Baldwin County Bank at Bay Minette, Alabama (which bank is Lessor's agent)

the sum of Three Hundred One and 45/100 Dollars (\$301.45) (hereinafter called "rental"), which shall extend for twelve months the time within which drilling operations may be commenced. Thereafter, annually, in like manner, and upon like payments or tenders, the commencement of drilling operations may be further deferred for periods of twelve months during the primary term. The payments or tenders of rental may be made by the check or draft of Lessee mailed or delivered to Lessor or to said bank, on or before such date of payment. Drilling operations hereunder shall be deemed to be commenced when the first material is placed on the ground. Notwithstanding any devolution, change or division in the ownership of said land, the payments or tenders of rental in the manner herein provided shall be binding on the successors, assigns or legal representatives of Lessor. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, Lessee shall not be held in default for failure to make such payments or tenders until thirty days after Lessor shall deliver to Lessee an instrument in writing duly executed and acknowledged, naming another bank as agent to receive such payments or tenders. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to date when said rental is payable as aforesaid, but also Lessee's option of extending that period as aforesaid, and any and all other rights herein conferred. Lessee may at any time execute and deliver to Lessor or to the depository above named or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

Notwithstanding the other provisions of this lease, it is expressly agreed that if Lessee has continued this oil, gas and mineral lease in force beyond the exploration period by drilling operations as hereinabove provided, this lease shall continue in full force and effect and no rental shall become due and payable on said lease as long as Lessee is conducting drilling operations on the above described land or on some tract of land any boundary of which lies within Six (6) miles of any boundary of the said above described land, and prior to the discovery of oil, gas, or other minerals in paying quantities on said land or within such distance thereof, with intervals of not more than 120 days between the completion or abandonment of one well as a dry hole and the commencement of operations for the drilling of another well.

Provided that upon the completion of any such well, other than a well drilled on the above described land, as an oil well capable of producing one hundred (100) or more barrels of oil per day for thirty (30) consecutive days, or a gas well capable of producing one (1) million cubic feet or more of gas per day for thirty (30) consecutive days, this lease shall terminate on the next ensuing rental paying date after the completion and test of said well, unless on or before such date, Lessee commences drilling operations on the above described land, or pays or tenders the rental hereinabove provided for on such part of the leased premises as Lessee elects to retain hereunder.

If prior to the discovery of oil, gas, sulphur or other minerals on said land Lessee should drill a dry hole or holes thereon, this lease shall not be terminated thereby, if Lessee, on or before the next ensuing rental paying date commences further drilling operations or commences or resumes the payment or tender of rentals. If after the discovery of oil, gas, sulphur or other minerals the production thereof should cease from any cause, this lease shall not be terminated thereby if Lessee commences additional drilling operations within sixty days thereafter, or (if it be within the primary term) commences or resumes the payment or tender of rentals on or before the next ensuing rental paying date, or fulfills the obligations in lieu of drilling or production. If at the expiration of the primary term oil, gas, sulphur or other minerals have not been found on said land, but Lessee is then engaged in drilling operations thereon, this lease shall remain in force so long as drilling operations are prosecuted, and, if they result in the finding of oil, gas, sulphur or other minerals, so long thereafter as oil, gas, sulphur or other minerals are or can be produced from any well on said land, but if such well, being drilled when the primary term expires, should have to be abandoned or should be a dry hole, then Lessee shall have the option to commence other drilling operations, within sixty days from the completion or abandonment of such attempt, for drilling of another well on said land in search of oil, gas, sulphur or other minerals and in like manner this lease may be maintained in existence after the primary term by the drilling of other wells until oil, gas, sulphur or other minerals are found in paying quantities, provided not more than sixty days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of another.

It is agreed that if at any time or times hereafter, oil is being produced and sold off the leased premises and the market value of such oil at the well shall be less than One Dollar (\$1.00) per barrel, Lessee may discontinue the production and sale of said oil, but in such case Lessee shall pay Lessor during such discontinuance at the rate of Five Hundred (\$500.00) Dollars per year, payable monthly as royalty, and so long as such lieu royalty is paid, said well or wells shall be held as producing oil in paying quantities.

The Lessee shall have the exclusive right to take all waste oil, from its own wells, or coming on this property from other sources, and agrees to pay to Lessor an equal one-eighth thereof, if utilized or sold.

If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee; and this clause shall apply to and include any amounts which may be paid to continue this lease in effect during the primary term without drilling.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land, also waste oil, for its operations thereon, except water from wells of Lessor.

When requested by Lessor, Lessee shall bury its pipe lines below ground depth. No wells shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the Lessor. Lessee shall pay for damages caused by its operations to growing crops on said land.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is hereby expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors, or assigns, but no change in the ownership of the land or assignment of rentals or royalties agreed in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which said Lessee or any assignee thereof shall make due payment of said rental.

Lessor hereby agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgage, taxes or other liens on the above described lands, in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof. In case of payment of any such mortgage, taxes or other liens by Lessee, in addition to the right of subrogation herein granted, Lessee shall also have the right to retain any rentals or royalties which may become due Lessor hereunder and to repay itself therefrom, and the retention of such rentals or royalties by Lessee shall have the same effect as if paid to the Lessor in whose behalf payment of any mortgage, taxes or other liens was made.

WITNESS OUR HANDS AND SEALS, this the day of 1941

WITNESS: (Seal)

(Seal)

(Seal)

(Seal)

Exhibit B

Oil Gas and Mineral Lease With Exploration Period

THIS AGREEMENT made and entered into the 18th day of July, 1931, by and between Baldwin County Bank

hereinafter called "Lessor" (whether one or more), and hereinafter called "Lessee," WITNESSETH: Union Producing Company

Lessor in consideration of One and no/100 Dollars (\$ 1.00) in hand paid, the receipt of which is hereby acknowledged, and of the agreement by Lessee to make or have made a geological, geophysical, torsion balance, seismic, Magnetometer, electrical or other examination for the presence of structure or structures favorable for the occurrence of oil, gas and other minerals on, or in the vicinity of, the hereinafter described land, hereby grants the Lessee the exclusive right to make such examinations for a period of 18 months from the date hereof (hereinafter called the "exploration period") and as long thereafter as this lease remains in force, on the following described land in the County of Baldwin, State of Alabama, to-wit:

Beginning at a point on the South margin of Pensacola Road where the East line of Section 13, Township 3 South, Range 4 East, intersects the road, thence South along the East line of Section 13, 1440 feet, thence North 45 Degrees 30 Minutes West 3059 feet, thence North 44 Degrees 30 Minutes East 1040 feet to the South margin of Pensacola Road, thence South 45 Degrees 30 Minutes East along the South margin of Pensacola Road 2069 feet to the point of beginning, containing 61 acres more or less in section 13, Township 3 South, Range 4 East, Northeast quarter of the Southeast quarter of the Southwest quarter of Section 29, Township 3 South, Range 4 East, containing 10 acres, more or less, Containing 71 acres in the aggregate

It is agreed that this lease shall remain in force during the exploration period hereinbefore set out, and for a term of five years from and after January 18, 1940, hereinafter called "primary term" and as long thereafter as oil, gas or other minerals or any of them is produced from said land by Lessee, or the obligations in lieu of production are fulfilled. In consideration of the premises the said Lessee covenants and agrees: (1) To deliver to the credit of Lessor, free of cost, in the pipe line to which he may connect his wells, the equal one-eighth part of all oil produced and saved from said leased premises.

(2) To pay Lessor for all gas (whether casinghead gas or otherwise) produced from said land and sold or utilized off the premises or used in the manufacture of gasoline or other product therefrom, 1/8th of the value of such gas at the mouth of the well in its natural state (including gasoline, whether same be recovered by drips or through absorption plant or by any other process) calculated at the rate of 17.5 cents per 1,000 cubic feet, corrected to 2 lbs. above assumed atmospheric pressure of fourteen and seven tenths (14.7 lbs.) pounds per square inch. While gas from a well capable of producing gas only is not being sold or utilized off the premises, Lessee shall pay Lessor at the rate of \$200.00 per year, payable quarterly for such time as said gas is not sold or utilized, off the premises, and upon such payment by Lessee to Lessor, it will be considered that gas is being produced from said land. Lessor shall have gas free of cost from any well capable of producing gas only for all stoves and all inside lights in the principal dwelling house on said land by making his own connections with the well at his own risk and expense.

(3) To pay to the Lessor as royalty the sum of fifty cents (50c) per long ton (2240 pounds) for all sulphur produced and marketed from said leased premises, and if any minerals other than oil, gas and sulphur are found and produced from said land, the Lessee shall deliver or pay to the Lessor the usual prevailing royalty on such minerals in kind or value at Lessee's election. Lessee may pay any royalty or make any other payment due Lessor by depositing said monies to the credit of Lessor in the Bank hereinafter named as Depository. All taxes levied on the severance or production of oil, gas, sulphur and other minerals hereunder shall be due and payable in the following proportions: One-eighth by Lessor and seven-eighths by Lessee. If drilling operations are not commenced on said land on or before the 18th day of January, 1941, this lease shall then terminate as to both parties, unless Lessee shall pay or tender to Lessor or to the credit of Lessor in Baldwin County Bank at Bay Minette, Alabama (which bank is Lessor's agent) the sum of Seventeen and 75/100 Dollars (\$ 17.75)

Notwithstanding the other provisions of this lease, it is expressly agreed that if Lessee has continued this oil, gas and mineral lease in force beyond the exploration period by drilling operations as hereinabove provided, this lease shall continue in full force and effect and no rental shall become due and payable on said lease as long as Lessee is conducting drilling operations on the above described land or on some tract of land any boundary of which lies within 1/2 mile of any boundary of the said above described land, and prior to the discovery of oil, gas, or other minerals in paying quantities on said land or within such distance thereof, with intervals of not more than 120 days between the completion or abandonment of one well as a dry hole and the commencement of operations for the drilling of another well. Provided that upon the completion of any such well, other than a well drilled on the above described land, as an oil well capable of producing one hundred (100) or more barrels of oil per day for thirty (30) consecutive days or a gas well capable of producing one (1) million cubic feet or more of gas per day for thirty (30) consecutive days, this lease shall terminate on the next ensuing rental paying date after the completion and test of said well, unless on or before such date, Lessee commences drilling operations on the above described land, or pays or tenders the rental hereinabove provided for on such part of the leased premises as Lessee elects to retain hereunder.

If prior to the discovery of oil, gas, sulphur or other minerals on said land Lessee should drill a dry hole or holes thereon, this lease shall not be terminated thereby, if Lessee, on or before the next ensuing rental paying date commences further drilling operations or commences or resumes the payment or tender of rentals. If after the discovery of oil, gas, sulphur or other minerals the production thereof should cease from any cause, this lease shall not be terminated thereby if Lessee commences additional drilling operations within sixty days thereafter, or (if it be within the primary term) commences or resumes the payment or tender of rentals on or before the next ensuing rental paying date, or fulfills the obligations in lieu of drilling or production. If at the expiration of the primary term oil, gas, sulphur or other minerals have been produced from any well on said land, but if such well, being drilled or other minerals, so long thereafter as oil, gas, sulphur or other minerals are or can be produced from any well on said land, but if such well, being drilled or other minerals, when the primary term expires, should have to be abandoned or should be a dry hole, then Lessee shall have the option to commence other drilling operations, within sixty days from the completion or abandonment of such attempt, for drilling of another well on said land in search of oil, gas, sulphur or other minerals and in like manner this lease may be maintained in existence after the primary term by the drilling of other wells until oil, gas, sulphur or other minerals are found in paying quantities, provided not more than sixty days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of another.

It is agreed that if at any time or times hereafter, oil is being produced and sold off the leased premises and the market value of such oil at the well shall be less than One Dollar (\$1.00) per barrel, Lessee may discontinue the production and sale of said oil, but in such case Lessee shall pay Lessor during such discontinuance at the rate of Five Hundred (\$500.00) Dollars per year, payable monthly as royalty, and so long as such lieu royalty is paid, said well or wells shall be held wells producing oil in paying quantities. The Lessee shall have the exclusive right to take all waste oil, from its own wells, or coming on this property from other sources, and agrees to pay to Lessor an equal one-eighth thereof, if utilized or sold. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which lessor's interest bears to the whole and undivided fee; and this clause shall apply to and include any amounts which may be paid to continue this lease in effect during the primary term without drilling. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land, also waste oil, for its operations thereon, except water from wells of Lessor. When requested by Lessor, Lessee shall bury its pipe lines below plow depth. No wells shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the Lessor. Lessee shall pay for damages caused by its operations to growing crops on said land. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is hereby expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors, or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the Lessee until after the Lessee has been furnished with a written transfer or assignment, or certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which said Lessee or any assignee thereof shall make due payment of said rental. Lessor hereby covenants and agrees to defend the title to the lands herein described and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgage, taxes or other liens on the above described lands, in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof. In case of payment of any such mortgage, taxes or other liens by Lessee, in addition to the right of subrogation herein granted, Lessee shall also have the right to retain any rentals or royalties which may become due Lessor hereunder and to repay itself therefrom, and the retention of such rentals or royalties by Lessee shall have the same effect as if paid to the Lessor in whose behalf payment of any mortgage, taxes or other liens was made.

WITNESS OUR HANDS AND SEALS, this the 18th day of July, 1931. (Seal) WITNESS: (Seal) (Seal) (Seal)

Oil Gas and Mineral Lease With Exploration Period

THIS AGREEMENT made and entered into the 18 day of July, 1936

by and between Baldwin County Bank

hereinafter called "Lessor" (whether one or more), and hereinafter called "Lessee," WITNESSETH: Union Producing Company

Lessor in consideration of One and no/100 Dollar (\$1.00) in hand paid, the receipt of which is hereby acknowledged, and of the agreement by Lessee to make or have made a geological, geophysical, torsion balance, seismic, Magnetometer, electrical or other examination for the presence of structure or structures favorable for the occurrence of oil, gas and other minerals on, or in the vicinity of, the hereinafter described land, hereby grants the Lessee the exclusive right to make such examinations for a period of 18 months from the date hereof (hereinafter called the "exploration period") and as long thereafter as this lease remains in force, on the following described land in the County of Baldwin State of Alabama, to-wit:

West half of Northwest Quarter; Northwest Quarter of Southwest Quarter; Northeast Quarter of Southwest Quarter of Southwest Quarter

of Section 15, Township 4 South, Range 2 East

and for rental paying purposes and all other purposes of this lease estimated to contain 155 acres, whether the same be more or less than the estimated acreage.

In the event lessee concludes from such geological, geophysical or other examination that there are favorable oil, gas or mineral indications on or in the vicinity of said land, lessee may continue this oil, gas and mineral lease in force beyond the exploration period hereinabove provided for in accordance with all the terms and provisions hereof, by, prior to the expiration of 18 months from the date hereof, beginning or causing to be begun operations for the drilling of a well for oil, gas or other minerals on some part of the above described land or on some tract of land any boundary of which lies within six (6) miles of any boundary of the above described land, or by paying or tendering to lessor or to the credit of lessor the depository hereinafter named, in the same manner as the annual rentals hereinafter provided for the sum of Twenty-five Cents Dollars (\$.25) per acre for such of the above described acreage as lessee may select and elect to retain. If operations for the drilling of a well are commenced, such operations shall be prosecuted with reasonable diligence until a depth of 7000 feet is reached in said well unless oil, gas or other mineral is found in paying quantities at a lesser depth, or unless cap rock, salt, igneous rock or other impenetrable formation is encountered. If lessee elects to retain less than the entire acreage hereinbefore described, lessee shall at the time the selection of acreage is made, execute and deliver to lessor a written release, releasing from the terms of this agreement all acreage which it has not selected and elected to retain. And the terms of this agreement as hereinafter set forth shall apply to and be effective only as to the acreage not so released and the annual rental hereinafter provided to be paid in order to hold this lease in force in the absence of production or drilling operations shall be decreased proportionately.

Upon the commencement of such operations for the drilling of a well, or the tender or payment of the sum above set out, within the time specified, this oil, gas and mineral lease shall automatically and without further action on the part of the lessor or the lessee, and without the execution of any additional instrument, be continued in force in accordance with all of its terms and provisions.

Lessor, for and in consideration of the obligations to be performed by Lessee as hereinabove set out, of the royalties herein provided for, and of the covenants and agreements hereinafter contained, has demised, leased and let, and by these presents does demise, lease and let, exclusively unto the said Lessee the land hereinabove described with the exclusive right of exploring for mineral indications and to employ therein torsion balance, seismic or other geological or geophysical device or method, and with the right of operating for and producing therefrom oil, gas and other minerals, including casinghead gas and casinghead gasoline, with rights of way and easements for pipe lines, telegraph and telephone lines, tanks, power houses, stations, gasoline plants and fixtures for producing, treating and caring for such products and any and all other rights and privileges necessary, incident to or convenient for the economical operation of said land, for oil, gas or other minerals, including casinghead gas and casinghead gasoline.

It is agreed that this lease shall remain in force during the exploration period hereinbefore set out, and for a term of five years from and after January 18, 1940, hereinafter called "primary term" and as long thereafter as oil, gas or other minerals or any of them is produced from said land by Lessee, or the obligations in lieu of production are fulfilled.

In consideration of the premises the said Lessee covenants and agrees:

(1) To deliver to the credit of Lessor, free of cost, in the pipe line to which he may connect his wells, the equal one-eighth part of all oil produced and saved from said leased premises.

(2) To pay Lessor for all gas (whether casinghead gas or otherwise) produced from said land and sold or utilized off the premises or used in the manufacture of gasoline or other product therefrom, 1/8th of the value of such gas at the mouth of the well in its natural state (including gasoline, whether same be recovered by drips or through absorption plant or by any other process) calculated at the rate of Three (3) cents per 1,000 cubic feet, corrected to 2 lbs. above assumed atmospheric pressure of fourteen and seven tenths (14.7 lbs.) pounds per square inch. While gas from a well capable of producing gas only is not being sold or utilized off the premises, Lessee shall pay Lessor at the rate of \$200.00 per year, payable quarterly for such time as said gas is not sold or utilized off the premises, and upon such payment by Lessee to Lessor, it will be considered that gas is being produced from said land. Lessor shall have gas free of cost from any well capable of producing gas only for all stoves and all inside lights in the principal dwelling house on said land by making his own connections with the well at his own risk and expense.

(3) To pay to the Lessor as royalty the sum of fifty cents (50c) per long ton (2240 pounds) for all sulphur produced and marketed from said leased premises, and if any minerals other than oil, gas and sulphur are found and produced from said land, the Lessee shall deliver or pay to the Lessor the usual prevailing royalty on such minerals in kind or value at Lessee's election.

Lessee may pay any royalty or make any other payment due Lessor by depositing said monies to the credit of Lessor in the Bank hereinafter named as Depository.

All taxes levied on the severance or production of oil, gas, sulphur and other minerals hereunder shall be due and payable in the following proportions:

One-eighth by Lessor and seven-eighths by Lessee.

If drilling operations are not commenced on said land on or before the 18th day of January, 1941, this lease shall then terminate as to both parties, unless Lessee shall pay or tender to Lessor or to the credit of Lessor in

Baldwin County Bank at Bay Minette, Alabama (which bank is Lessor's agent)

the sum of Thirty-three and 75/100 Dollars (\$33.75) (hereinafter called "rental"), which shall extend for twelve months the time within which drilling operations may be commenced. Thereafter, annually, in like manner, and upon like payments or tenders, the commencement of drilling operations may be further deferred for periods of twelve months during the primary term. The payments or tenders of rental may be made by the check or draft of Lessee mailed or delivered to Lessor or to said bank, on or before such date of payment. Drilling operations hereunder shall be deemed to be commenced when the first material is placed on the ground. Notwithstanding any devolution, change or division in the ownership of said land, the payments or tenders of rental in the manner herein provided shall be binding on the successors, assigns or legal representatives of Lessor. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, Lessee shall not be held in default for failure to make such payments or tenders until thirty days after Lessor shall deliver to Lessee an instrument in writing duly executed and acknowledged, naming another bank as agent to receive such payments or tenders. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to date when said rental is payable as aforesaid, but also Lessee's option of extending that period as aforesaid, and any and all other rights herein conferred. Lessee may at any time execute and deliver to Lessor or to the depository above named or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

Notwithstanding the other provisions of this lease, it is expressly agreed that if Lessee has continued this oil, gas and mineral lease in force beyond the exploration period by drilling operations as hereinabove provided, this lease shall continue in full force and effect and no rental shall become due and payable on said lease as long as Lessee is conducting drilling operations on the above described land or on some tract of land any boundary of which lies within six (6) miles of any boundary of the said above described land, and prior to the discovery of oil, gas, or other minerals in paying quantities on said land or within such distance thereof, with intervals of not more than 120 days between the completion or abandonment of one well as a dry hole and the commencement of operations for the drilling of another well.

Provided that upon the completion of any such well, other than a well drilled on the above described land, as an oil well capable of producing one hundred (100) or more barrels of oil per day for thirty (30) consecutive days or a gas well capable of producing one (1) million cubic feet or more of gas per day for thirty (30) consecutive days, this lease shall terminate on the next ensuing rental paying date after the completion and test of said well, unless on or before such date, Lessee commences drilling operations on the above described land, or pays or tenders the rental hereinabove provided for on such part of the leased premises as Lessee elects to retain hereunder.

If prior to the discovery of oil, gas, sulphur or other minerals on said land Lessee should drill a dry hole or holes thereon, this lease shall not be terminated thereby, if Lessee, on or before the next ensuing rental paying date commences further drilling operations or commences or resumes the payment or tender of rentals. If after the discovery of oil, gas, sulphur or other minerals the production thereof should cease from any cause, this lease shall not be terminated thereby if Lessee commences additional drilling operations within sixty days thereafter, or (if it be within the primary term) commences or resumes the payment or tender of rentals on or before the next ensuing rental paying date, or fulfills the obligations in lieu of drilling or production. If at the expiration of the primary term oil, gas, sulphur or other minerals have not been found on said land, but Lessee is then engaged in drilling operations thereon, this lease shall remain in force so long as drilling operations are prosecuted, and, if they result in the finding of oil, gas, sulphur or other minerals, so long thereafter as oil, gas, sulphur or other minerals are or can be produced from any well on said land, but if such well, being drilled when the primary term expires, should have to be abandoned or should be a dry hole, then Lessee shall have the option to commence other drilling operations, within sixty days from the completion or abandonment of such attempt, for drilling of another well on said land in search of oil, gas, sulphur or other minerals and in like manner this lease may be maintained in existence after the primary term by the drilling of other wells until oil, gas, sulphur or other minerals are found in paying quantities, provided not more than sixty days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of another.

It is agreed that if at any time or times hereafter, oil is being produced and sold off the leased premises and the market value of such oil at the well shall be less than One Dollar (\$1.00) per barrel, Lessee may discontinue the production and sale of said oil, but in such case Lessee shall pay Lessor during such discontinuance at the rate of Five Hundred (\$500.00) Dollars per year, payable monthly as royalty, and so long as such lieu royalty is paid, said well or wells shall be held wells producing oil in paying quantities.

The Lessee shall have the exclusive right to take all waste oil, from its own wells, or coming on this property from other sources, and agrees to pay to Lessor an equal one-eighth thereof, if utilized or sold.

If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which lessor's interest bears to the whole and undivided fee; and this clause shall apply to and include any amounts which may be paid to continue this lease in effect during the primary term without drilling.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land, also waste oil, for its operations thereon, except water from wells of Lessor.

When requested by Lessor, Lessee shall bury its pipe lines below plow depth. No wells shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the Lessor.

Lessee shall pay for damages caused by its operations to growing crops on said land. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is hereby expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors, or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the Lessee until after the Lessee has been furnished with a written transfer or assignment, or certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which said Lessee or any assignee thereof shall make due payment of said rental.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgage, taxes or other liens on the above described lands, in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof. In case of payment of any such mortgage, taxes or other liens by Lessee, in addition to the right of subrogation herein granted, Lessee shall also have the right to retain any rentals or royalties which may become due Lessor hereunder and to repay itself therefrom, and the retention of such rentals or royalties by Lessee shall have the same effect as if paid to the Lessor in whose behalf payment of any mortgage, taxes or other liens was made.

WITNESS OUR HANDS AND SEALS, this the _____ day of _____, 19_____

WITNESS: _____ (Seal) _____ (Seal) _____ (Seal) _____ (Seal)

Subscribed & Signed

Oil Gas and Mineral Lease With Exploration Period

THIS AGREEMENT made and entered into the 18th day of July, 1941

by and between Baldwin County Bank

Union Producing Company

hereinafter called "Lessor" (whether one or more), and hereinafter called "Lessee," WITNESSETH:

Lessor in consideration of One and no/100 Dollar (\$1.00) in hand paid, the receipt of which is hereby acknowledged, and of the agreement by Lessee to make or have made a geological, geophysical, torsion balance, seismic, Magnetometer, electrical or other examination for the presence of structure or structures favorable for the occurrence of oil, gas and other minerals on, or in the vicinity of, the hereinafter described land, hereby grants the Lessee the exclusive right to make such examinations for a period of 18 months from the date hereof (hereinafter called the "exploration period") and as long thereafter as this lease remains in force, on the following described land in the County of Baldwin State of Alabama, to-wit:

Southwest Quarter of Southwest Quarter

of Section 6, Township 4 South, Range 7 East

and for rental paying purposes and all other purposes of this lease estimated to contain 40 acres, whether the same be more or less than the estimated acreage.

In the event Lessee concludes from such geological, geophysical or other examination that there are favorable oil, gas or mineral indications on or in the vicinity of said land, Lessee may continue this oil, gas and mineral lease in force beyond the exploration period hereinabove provided for in accordance with all the terms and provisions hereof, by, prior to the expiration of 18 months from the date hereof, beginning or causing to be begun operations for the drilling of a well for oil, gas or other minerals on some part of the above described land or on some tract of land any boundary of which lies within 5/8 miles of any boundary of the above described land, or by paying or tendering to lessor or to the credit of lessor the depository hereinafter named, in the same manner as the annual rentals hereinafter provided for the sum of Twenty-five Cents

per acre for such of the above described acreage as Lessee may select and elect to retain. If operations for the drilling of a well are commenced, such operations shall be prosecuted with reasonable diligence until a

depth of 3000 feet is reached in said well unless oil, gas or other mineral is found in paying quantities at a lesser depth, or unless cap rock, salt, igneous rock or other impenetrable formation is encountered. If Lessee elects to retain less than the entire acreage hereinbefore described, Lessee shall at the time the selection of acreage is made, execute and deliver to lessor a written release, releasing from the terms of this agreement all acreage which it has not selected and elected to retain. And the terms of this agreement as hereinafter set forth shall apply to and be effective only as to the acreage not so released and the annual rental hereinafter provided to be paid in order to hold this lease in force in the absence of production or drilling operations shall be decreased proportionately.

Upon the commencement of such operations for the drilling of a well, or the tender or payment of the sum above set out, within the time specified, this oil, gas and mineral lease shall automatically and without further action on the part of the lessor or the lessee, and without the execution of any additional instrument, be continued in force in accordance with all of its terms and provisions.

Lessor, for and in consideration of the obligations to be performed by Lessee as hereinabove set out, of the royalties herein provided for, and of the covenants and agreements hereinafter contained, has demised, leased and let, and by these presents does demise, lease and let, exclusively unto the said Lessee the land hereinabove described with the exclusive right of exploring for mineral indications and to employ therein torsion balance, seismic or other geological or geophysical device or method, and with the right of operating for and producing therefrom oil, gas and other minerals, including casinghead gas and casinghead gasoline, with rights of way and easements for pipe lines, telegraph and telephone lines, tanks, power houses, stations, gasoline plants and fixtures for producing, treating and caring for such products and any and all other rights and privileges necessary, incident to or convenient for the economical operation of said land, for oil, gas or other minerals, including casinghead gas and casinghead gasoline.

It is agreed that this lease shall remain in force during the exploration period hereinbefore set out, and for a term of five years from and after January 10, 1940, hereinafter called "primary term" and as long thereafter as oil, gas or other minerals or any of them is produced from said land by Lessee, or the obligations in lieu of production are fulfilled.

In consideration of the premises the said Lessee covenants and agrees:

(1) To deliver to the credit of Lessor, free of cost, in the pipe line to which he may connect his wells, the equal one-eighth part of all oil produced and saved from said leased premises.

(2) To pay Lessor for all gas (whether casinghead gas or otherwise) produced from said land and sold or utilized off the premises or used in the manufacture of gasoline or other product therefrom, 1/8th of the value of such gas at the mouth of the well in its natural state (including gasoline, whether same be recovered by drips or through absorption plant or by any other process) calculated at the rate of 13.00 cents per 1,000 cubic feet, corrected to 2 lbs. above assumed atmospheric pressure of fourteen and seven tenths (14.7 lbs.) pounds per square inch. While gas from a well capable of producing gas only is not being sold or utilized off the premises, Lessee shall pay Lessor at the rate of \$200.00 per year, payable quarterly for such time as said gas is not sold or utilized off the premises, and upon such payment by Lessee to Lessor, it will be considered that gas is being produced from said land. Lessor shall have gas free of cost from any well capable of producing gas only for all stoves and all inside lights in the principal dwelling house on said land by making his own connections with the well at his own risk and expense.

(3) To pay to the Lessor as royalty the sum of fifty cents (50c) per long ton (2240 pounds) for all sulphur produced and marketed from said leased premises, and if any minerals other than oil, gas and sulphur are found and produced from said land, the Lessee shall deliver or pay to the Lessor the usual prevailing royalty on such minerals in kind or value at Lessee's election.

Lessee may pay any royalty or make any other payment due Lessor by depositing said monies to the credit of Lessor in the Bank hereinafter named as Depository.

All taxes levied on the severance or production of oil, gas, sulphur and other minerals hereunder shall be due and payable in the following proportions:

One-eighth by Lessor and seven-eighths by Lessee.

If drilling operations are not commenced on said land on or before the 10th day of January, 1941, this lease shall terminate as to both parties, unless Lessee shall pay or tender to Lessor or to the credit of Lessor in

Baldwin County, Alabama Bank at Bay Minette, Alabama (which bank is Lessor's agent)

the sum of Ten and no/100 Dollars (\$10.00)

(hereinafter called "rental"), which shall extend for twelve months from the time within which drilling operations may be commenced. Thereafter, annually, in like manner, and upon like payments or tenders, the commencement of drilling operations may be further deferred for periods of twelve months during the primary term. The payments or tenders of rental may be made by the check or draft of Lessee mailed or delivered to Lessor or to said bank, on or before such date of payment. Drilling operations hereunder shall be deemed to be commenced when the first material is placed on the ground. Notwithstanding any devolution, change or division in the ownership of said land, the payments or tenders of rental in the manner herein provided shall be binding on the successors, assigns or legal representatives of Lessor. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, Lessee shall not be held in default for failure to make such payments or tenders until thirty days after Lessor shall deliver to Lessee an instrument in writing duly executed and acknowledged, naming another bank as agent to receive such payments or tenders. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to date when said rental is payable as aforesaid, but also Lessee's option of extending that period as aforesaid, and any and all other rights herein conferred. Lessee may at any time execute and deliver to Lessor or to the depository above named or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

Notwithstanding the other provisions of this lease, it is expressly agreed that if Lessee has continued this oil, gas and mineral lease in force beyond the exploration period by drilling operations as hereinabove provided, this lease shall continue in full force and effect and no rental shall become due and payable on said lease as long as Lessee is conducting drilling operations on the above described land or on some tract of land any boundary of which lies within 5/8 miles of any boundary of the said above described land, and prior to the discovery of oil, gas, or other minerals in paying quantities on said land or within such distance thereof, with intervals of not more than 120 days between the completion or abandonment of one well as a dry hole and the commencement of operations for the drilling of another well.

Provided that upon the completion of any such well, other than a well drilled on the above described land, as an oil well capable of producing one hundred (100) or more barrels of oil per day for thirty (30) consecutive days or a gas well capable of producing one (1) million cubic feet or more of gas per day for thirty (30) consecutive days, this lease shall terminate on the next ensuing rental paying date after the completion and test of said well, unless on or before such date, Lessee commences drilling operations on the above described land, or pays or tenders the rental hereinabove provided for on such part of the leased premises as Lessee elects to retain hereunder.

If prior to the discovery of oil, gas, sulphur or other minerals on said land Lessee should drill a dry hole or holes thereon, this lease shall not be terminated thereby, if Lessee, on or before the next ensuing rental paying date commences further drilling operations or commences or resumes the payment or tender of rentals. If after the discovery of oil, gas, sulphur or other minerals the production thereof should cease from any cause, this lease shall not be terminated thereby if Lessee commences additional drilling operations within sixty days thereafter, or (if it be within the primary term) commences or resumes the payment or tender of rentals on or before the next ensuing rental paying date, or fulfills the obligations in lieu of drilling or production. If at the expiration of the primary term oil, gas, sulphur or other minerals have not been found on said land, but Lessee is then engaged in drilling operations thereon, this lease shall remain in force so long as drilling operations are prosecuted, and, if they result in the finding of oil, gas, sulphur or other minerals, so long thereafter as oil, gas, sulphur or other minerals are or can be produced from any well on said land, but if such well, being drilled when the primary term expires, should have to be abandoned or should be a dry hole, then Lessee shall have the option to commence other drilling operations, within sixty days from the completion or abandonment of such attempt, for drilling of another well on said land in search of oil, gas, sulphur or other minerals and in like manner this lease may be maintained in existence after the primary term by the drilling of other wells until oil, gas, sulphur or other minerals are found in paying quantities, provided not more than sixty days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of another.

It is agreed that if at any time or times hereafter, oil is being produced and sold off the leased premises and the market value of such oil at the well shall be less than One Dollar (\$1.00) per barrel, Lessee may discontinue the production and sale of said oil, but in such case Lessee shall pay Lessor during such discontinuance at the rate of Five Hundred (\$500.00) Dollars per year, payable monthly as royalty, and so long as such lieu royalty is paid, said well or wells shall be held wells producing oil in paying quantities.

The Lessee shall have the exclusive right to take all waste oil, from its own wells, or coming on this property from other sources, and agrees to pay to Lessor an equal one-eighth thereof, if utilized or sold.

If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which lessor's interest bears to the whole and undivided fee; and this clause shall apply to and include any amounts which may be paid to continue this lease in effect during the primary term without drilling.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land, also waste oil, for its operations thereon, except water from wells of Lessor.

When requested by Lessor, Lessee shall bury its pipe lines below plow depth.

No wells shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the Lessor.

Lessee shall pay for damages caused by its operations to growing crops on said land.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is hereby expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors, or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the Lessee until after the Lessee has been furnished with a written transfer or assignment, or certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which said Lessee or any assignee thereof shall make due payment of said rental.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgage, taxes or other liens on the above described lands, in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof. In case of payment of any such mortgage, taxes or other liens by Lessee, in addition to the right of subrogation herein granted, Lessee shall also have the right to retain any rentals or royalties which may become due Lessor hereunder and to repay itself therefrom, and the retention of such rentals or royalties by Lessee shall have the same effect as if paid to the Lessor in whose behalf payment of any mortgage, taxes or other liens was made.

WITNESS OUR HANDS AND SEALS, this the 18th day of July, 1941

WITNESS: (Seal) (Seal) (Seal) (Seal)

Exhibit "B"

Oil Gas and Mineral Lease With Exploration Period

THIS AGREEMENT made and entered into the 18th day of July, 1931, by and between Baldwin County Bank

hereinafter called "Lessor" (whether one or more), and Union Producing Company hereinafter called "Lessee," WITNESSETH:

Lessor in consideration of One and no/100 Dollars (\$1.00) in hand paid, the receipt of which is hereby acknowledged, and of the agreement by Lessee to make or have made a geological, geophysical, seismic, Magnetometer, electrical or other examination for the presence of structure or structures favorable for the occurrence of oil, gas and other minerals on, or in the vicinity of, the hereinafter described land, hereby grants the Lessee the exclusive right to make such examinations for a period of 18 months from the date hereof (hereinafter called the "exploration period") and as long thereafter as this lease remains in force, on the following described land in the County of Baldwin State of Alabama, to-wit:

South half of Northwest Quarter of Southwest Quarter

of Section 21, Township 3 South, Range 5 East and for rental paying purposes and all other purposes of this lease estimated to contain 20 acres, whether the same be more or less than the estimated acreage.

In the event Lessee concludes from such geological, geophysical or other examination that there are favorable oil, gas or mineral indications on or in the vicinity of said land, Lessee may continue this oil, gas and mineral lease in force beyond the exploration period hereinabove provided for in accordance with all the terms and provisions hereof, for, or to the expiration of 18 months from the date hereof, beginning or causing to be begun operations for the drilling of a well for oil, gas or other minerals on some part of the above described land or on some tract of land any boundary of which lies within six (6) miles of any boundary of the above described land, or by paying or tendering to lessor or to the credit of lessor in the depository hereinafter named, in the same manner as the annual rentals hereinafter provided for the sum of Twenty-five Cents

per acre for such of the above described acreage as Lessee may select and elect to retain. If operations for the drilling of a well are commenced, such operations shall be prosecuted with reasonable diligence until a depth of 7000 feet is reached in said well unless oil, gas or other mineral is found in paying quantities at a lesser depth, or unless cap rock, salt, igneous rock or other impenetrable formation is encountered. If Lessee elects to retain less than the entire acreage hereinbefore described, Lessee shall at the time the selection of acreage is made, execute and deliver to lessor a written release, releasing from the terms of this agreement all acreage which it has not selected and elected to retain. And the terms of this agreement as hereinafter set forth shall apply to and be effective only as to the acreage not so released and the annual rental hereinafter provided to be paid in order to hold this lease in force in the absence of production or drilling operations shall be decreased proportionately.

Upon the commencement of such operations for the drilling of a well, or the tender or payment of the sum above set out, within the time specified, this oil, gas and mineral lease shall automatically and without further action on the part of the lessor or the lessee, and without the execution of any additional instrument, be continued in force in accordance with all of its terms and provisions.

Lessor, for and in consideration of the obligations to be performed by Lessee as hereinabove set out, of the royalties herein provided for, and of the covenants and agreements hereinafter contained, has demised, leased and let, and by these presents does demise, lease and let, exclusively unto the said Lessee the land hereinabove described with the exclusive right of exploring for mineral indications and to employ therein torsion balance, seismic or other geological or geophysical device or method, and with the right of operating for and producing therefrom oil, gas and other minerals, including casinghead gas and casinghead gasoline, with rights of way and easements for pipe lines, telegraph and telephone lines, tanks, power houses, stations, gasoline plants and fixtures for producing, treating and caring for such products and any and all other rights and privileges necessary, incident to or convenient for the economical operation of said land, for oil, gas or other minerals, including casinghead gas and casinghead gasoline.

It is agreed that this lease shall remain in force during the exploration period hereinbefore set out, and for a term of five years from and after January 31, 1940, hereinafter called "primary term" and as long thereafter as oil, gas or other minerals or any of them is produced from said land by Lessee, or the obligations in lieu of production are fulfilled.

In consideration of the premises the said Lessee covenants and agrees: (1) To deliver to the credit of Lessor, free of cost, in the pipe line to which he may connect his wells, the equal one-eighth part of all oil produced and saved from said leased premises.

(2) To pay Lessor for all gas (whether casinghead gas or otherwise) produced from said land and sold or utilized off the premises or used in the manufacture of gasoline or other product therefrom, 1/8th of the value of such gas at the mouth of the well in its natural state (including gasoline, whether same be recovered by drips or through absorption plant or by any other process) calculated at the rate of 12 cents per 1,000 cubic feet, corrected to 2 lbs. above assumed atmospheric pressure of fourteen and seven tenths (14.7 lbs.) pounds per square inch. While gas from a well capable of producing gas only is not being sold or utilized off the premises, Lessee shall pay Lessor at the rate of \$200.00 per year, payable quarterly for such time as said gas is not sold or utilized off the premises, and upon such payment by Lessee to Lessor, it will be considered that gas is being produced from said land. Lessor shall have gas free of cost from any well capable of producing gas only for all stoves and all inside lights in the principal dwelling house on said land by making his own connections with the well at his own risk and expense.

(3) To pay to the Lessor as royalty the sum of fifty cents (50c) per long ton (2240 pounds) for all sulphur produced and marketed from said leased premises, and if any minerals other than oil, gas and sulphur are found and produced from said land, the Lessee shall deliver or pay to the Lessor the usual prevailing royalty on such minerals in kind or value at Lessee's election.

Lessee may pay any royalty or make any other payment due Lessor by depositing said monies to the credit of Lessor in the Bank hereinafter named as Depository.

All taxes levied on the severance or production of oil, gas, sulphur and other minerals hereunder shall be due and payable in the following proportions: One-eighth by Lessor and seven-eighths by Lessee.

If drilling operations are not commenced on said land on or before the 18th day of January, 1941, this lease shall terminate as to both parties, unless Lessee shall pay or tender to Lessor or to the credit of Lessor in Baldwin County, Bank at Bay Minette, Alabama (which bank is Lessor's agent)

the sum of Five and no/100 Dollars (\$5.00) hereinafter called "rental", which shall extend for twelve months the time within which drilling operations may be commenced. Thereafter, annually, in like manner, and upon like payments or tenders, the commencement of drilling operations may be further deferred for periods of twelve months during the primary term. The payments or tenders of rental may be made by the check or draft of Lessee mailed or delivered to Lessor or to said bank, on or before such date of payment. Drilling operations hereunder shall be deemed to be commenced when the first material is placed on the ground. Notwithstanding any devolution, change or division in the ownership of said land, the payments or tenders of rental in the manner herein provided shall be binding on the successors, assigns or legal representatives of Lessor. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, Lessee shall not be held in default for failure to make such payments or tenders until thirty days after Lessor shall deliver to Lessee an instrument in writing duly executed and acknowledged, naming another bank as agent to receive such payments or tenders. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to date when said rental is payable as aforesaid, but also Lessee's option of extending that period as aforesaid, and any and all other rights herein conferred. Lessee may at any time execute and deliver to Lessor or to the depository above named or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

Notwithstanding the other provisions of this lease, it is expressly agreed that if Lessee has continued this oil, gas and mineral lease in force beyond the exploration period by drilling operations as hereinabove provided, this lease shall continue in full force and effect and no rental shall become due and payable on said lease as long as Lessee is conducting drilling operations on the above described land or on some tract of land any boundary of which lies within six (6) miles of any boundary of the said above described land, and prior to the discovery of oil, gas, or other minerals in paying quantities on said land or within such distance thereof, with intervals of not more than 120 days between the completion or abandonment of one well as a dry hole and the commencement of operations for the drilling of another well.

Provided that upon the completion of any such well, other than a well drilled on the above described land, as an oil well capable of producing one hundred (100) or more barrels of oil per day for thirty (30) consecutive days or a gas well capable of producing one (1) million cubic feet or more of gas per day for thirty (30) consecutive days, this lease shall terminate on the next ensuing rental paying date after the completion and test of said well, unless on or before such date, Lessee commences drilling operations on the above described land, or pays or tenders the rental hereinabove provided for on such part of the leased premises as Lessee elects to retain hereunder.

If prior to the discovery of oil, gas, sulphur or other minerals on said land Lessee should drill a dry hole or holes thereon, this lease shall not be terminated thereby, if Lessee, on or before the next ensuing rental paying date commences further drilling operations or commences or resumes the production thereof or tenders of rentals. If after the discovery of oil, gas, sulphur or other minerals the production thereof should cease from any cause, this lease shall not be terminated thereby if Lessee commences additional drilling operations within sixty days thereafter, or (if it be within the primary term) commences or resumes the payment or tender of rentals on or before the next ensuing rental paying date, or fulfills the obligations in lieu of drilling or production. If at the expiration of the primary term oil, gas, sulphur or other minerals have not been found on said land, but Lessee is then engaged in drilling operations thereon, this lease shall remain in force so long as drilling operations are prosecuted, and, if they result in the finding of oil, gas, sulphur or other minerals, so long thereafter as oil, gas, sulphur or other minerals are or can be produced from any well on said land, but if such well, being drilled when the primary term expires, should have to be abandoned or should be a dry hole, then Lessee shall have the option to commence other drilling operations, within sixty days from the completion or abandonment of such attempt, for drilling of another well on said land in search of oil, gas, sulphur or other minerals and in like manner this lease may be maintained in existence after the primary term by the drilling of other wells until oil, gas, sulphur or other minerals are found in paying quantities, provided not more than sixty days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of another.

It is agreed that if at any time or times hereafter, oil is being produced and sold off the leased premises and the market value of such oil at the well shall be less than One Dollar (\$1.00) per barrel, Lessee may discontinue the production and sale of said oil, but in such case Lessee shall pay Lessor during such discontinuance at the rate of Five Hundred (\$500.00) Dollars per year, payable monthly as royalty, and so long as such lieu royalty is paid, said well or wells shall be held wells producing oil in paying quantities.

The Lessee shall have the exclusive right to take all waste oil, from its own wells, or coming on this property from other sources, and agrees to pay to Lessor an equal one-eighth thereof, if utilized or sold.

If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which lessor's interest bears to the whole and undivided fee; and this clause shall apply to and include any amounts which may be paid to continue this lease in effect during the primary term without drilling.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land, also waste oil, for its operations thereon, except water from wells of Lessor.

When requested by Lessor, Lessee shall bury its pipe lines below plow depth. No wells shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the Lessor. Lessee shall pay for damages caused by its operations to growing crops on said land.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is hereby expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors, or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the Lessee until after the Lessee has been furnished with a written transfer or assignment, or certified copy thereof, and it is hereby agreed in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which said Lessee or any assignee thereof shall make due payment of said rental.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgage, taxes or other liens on the above described lands, in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof. In case of payment of any such mortgage, taxes or other liens by Lessee, in addition to the right of subrogation herein granted, Lessee shall also have the right to retain any rentals or royalties which may become due Lessor hereunder and to repay itself therefrom, and the retention of such rentals or royalties by Lessee shall have the same effect as if paid to the Lessor in whose behalf payment of any mortgage, taxes or other liens was made.

WITNESS OUR HANDS AND SEALS, this the _____ day of _____, 19____.

WITNESS: _____ (Seal) _____ (Seal) _____ (Seal) _____ (Seal)

Exhibit "G"

OK

Oil Gas and Mineral Lease With Exploration Period

THIS AGREEMENT made and entered into the _____ day of _____, 19____ by and between: Baldwin County Bank

hereinafter called "Lessor" (whether one or more), and Union Producing Company

hereinafter called "Lessee," WITNESSETH: Lessor in consideration of One and no/100 Dollars (\$ 1.00) in hand paid, the receipt of which is hereby acknowledged, and of the agreement by Lessee to make or have made a geological, geophysical, torsion balance, seismic, Magnetometer, electrical or other examination for the presence of structure or structures favorable for the occurrence of oil, gas and other minerals on, or in the vicinity of, the hereinafter described land, hereby grants the Lessee the exclusive right to make such examinations for a period of 18 months from the date hereof (hereinafter called the "exploration period") and as long thereafter as this lease remains in force, on the following described land in the County of Baldwin State of Alabama, to-wit:

East half of Southwest Quarter

of Section 30, Township 2 South, Range 4 East and for rental paying purposes and all other purposes of this lease estimated to contain 80.95 acres, whether the same be more or less than the estimated acreage.

In the event lessee concludes from such geological, geophysical or other examination that there are favorable oil, gas or mineral indications on or in the vicinity of said land, lessee may continue this oil, gas and mineral lease in force beyond the exploration period hereinabove provided for in accordance with all the terms and provisions hereof, by, prior to the expiration of Eighteen (18) months from the date hereof, beginning or causing to be begun operations for the drilling of a well for oil, gas or other minerals on some part of the above described land or on some tract of land any boundary of which lies within Six (6) miles of any boundary of the above described land, or by paying or tendering to Lessor or to the credit of Lessor in the depository hereinafter named, in the same manner as the annual rentals hereinafter provided for the sum of Twenty-five Cents

select and elect to retain. If operations for the drilling of a well are commenced, such operations shall be prosecuted with reasonable diligence until a depth of 7000 feet is reached in said well unless oil, gas or other mineral is found in paying quantities at a lesser depth, or unless cap rock, salt, igneous rock or other impetrable formation is encountered. If Lessee elects to retain less than the entire acreage hereinbefore described, Lessee shall at the time the selection of acreage is made, execute and deliver to Lessor a written release, releasing from the terms of this agreement all acreage which it has not selected and elected to retain. And the terms of this agreement as hereinafter set forth shall apply to and be effective only as to the acreage not so released and the annual rental hereinafter provided to be paid in order to hold this lease in force in the absence of production or drilling operations shall be decreased proportionately.

Upon the commencement of such operations for the drilling of a well, or the tender or payment of the sum above set out, within the time specified, this oil, gas and mineral lease shall automatically and without further action on the part of the Lessor or the Lessee, and without the execution of any additional instrument, be continued in force in accordance with all of its terms and provisions. Lessor, for and in consideration of the obligations to be performed by Lessee as hereinabove set out, of the royalties herein provided for, and of the covenants and agreements hereinafter contained, has demised, leased and let, and by these presents does demise, lease and let, exclusively unto the said Lessee the land hereinabove described with the exclusive right of exploring for mineral indications and to employ therein torsion balance, seismic or other geological or geophysical device or method, and with the right of operating for and producing therefrom oil, gas and other minerals, including casinghead gas and casinghead gasoline, with rights of way and easements for pipe lines, telegraph and telephone lines, tanks, power houses, stations, gasoline plants and fixtures for producing, treating and caring for such products and any and all other rights and privileges necessary, incident to or convenient for the economical operation of said land, for oil, gas or other minerals, including casinghead gas and casinghead gasoline.

It is agreed that this lease shall remain in force during the exploration period hereinbefore set out, and for a term of five years from and after January 18, 1940 hereinafter called "primary term" and as long thereafter as oil, gas or other minerals or any of them is produced from said land by Lessee, or the obligations in lieu of production are fulfilled.

In consideration of the premises the said Lessee covenants and agrees:

- (1) To deliver to the credit of Lessor, free of cost, in the pipe line to which he may connect his wells, the equal one-eighth part of all oil produced and saved from said leased premises.
- (2) To pay Lessor for all gas (whether casinghead gas or otherwise) produced from said land and sold or utilized off the premises or used in the manufacture of gasoline or other product therefrom, 1/8th of the value of such gas at the mouth of the well in its natural state (including gasoline, cubic feet same be recovered by drips or through absorption plant or by any other process) calculated at the rate of Three (3) cents per 1,000 cubic feet, corrected to 2 lbs. above assumed atmospheric pressure of fourteen and seven tenths (14.7 lbs.) pounds per square inch. While gas from a well capable of producing gas only is not being sold or utilized off the premises, Lessee shall pay Lessor at the rate of \$200.00 per year, payable quarterly for such time as said gas is not sold or utilized off the premises, and upon such payment by Lessee to Lessor, it will be considered that gas is being produced from said land. Lessor shall have gas free of cost from any well capable of producing gas only for all stoves and all considered lights in the principal dwelling house on said land by making his own connections with the well at his own risk and expense.
- (3) To pay to the Lessor as royalty the sum of fifty cents (50c) per long ton (2240 pounds) for all sulphur produced and marketed from said leased premises, and if any minerals other than oil, gas and sulphur are found and produced from said land, the Lessee shall deliver or pay to the Lessor the usual prevailing royalty on such minerals in kind or value at Lessee's election.

Lessee may pay any royalty or make any other payment due Lessor by depositing said monies to the credit of Lessor in the Bank hereinafter named as Depository.

All taxes levied on the severance or production of oil, gas, sulphur and other minerals hereunder shall be due and payable in the following proportions: One-eighth by Lessor and seven-eighths by Lessee.

If drilling operations are not commenced on said land on or before the 18th day of January, 19 41 this lease shall terminate as to both parties, unless Lessee shall pay or tender to Lessor or to the credit of Lessor in Baldwin County Bank at Bay Minette, Alabama (which bank is Lessor's agent)

the sum of Twenty and 25/100 Dollars (\$ 20.25) (hereinafter called "rental"), which shall extend for twelve months the time within which drilling operations may be commenced. Thereafter, annually, in like manner, and upon like payments or tenders, the commencement of drilling operations may be further deferred for periods of twelve months during the primary term. The payments or tenders of rental may be made by the check or draft of Lessee mailed or delivered to Lessor or to said bank, on or before such date of payment. Drilling operations hereunder shall be deemed to be commenced when the first material is placed on the ground. Notwithstanding any devolution, change or division in the ownership of said land, the payments or tenders of rental in the manner herein provided shall be binding on the successors, assigns or legal representatives of Lessor. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, Lessee shall not be held in default for failure to make such payments or tenders until thirty days after Lessor shall deliver to Lessee an instrument in writing duly executed and acknowledged, naming another bank as agent to receive such payments or tenders. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to date when said rental is payable as aforesaid, but also Lessee's option of extending that period as aforesaid, and any and all other rights herein conferred. Lessee may at any time execute and deliver to Lessor or to the depository above named or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

Notwithstanding the other provisions of this lease, it is expressly agreed that if Lessee has continued this oil, gas and mineral lease in force beyond the exploration period by drilling operations as hereinabove provided, this lease shall continue in full force and effect and no rental shall become due and payable on said lease as long as Lessee is conducting drilling operations on the above described land or on some tract of land any boundary of which lies within Six (6) miles of any boundary of the said above described land, and prior to the discovery of oil, gas or other minerals in paying quantities on said land or within such distance thereof, with intervals of not more than 120 days between the completion or abandonment of one well as a dry hole and the commencement of operations for the drilling of another well.

Provided that upon the completion of any such well, other than a well drilled on the above described land, as an oil well capable of producing one hundred (100) or more barrels of oil per day for thirty (30) consecutive days or a gas well capable of producing one (1) million cubic feet or more of gas per day for thirty (30) consecutive days, this lease shall terminate on the next ensuing rental paying date after the completion and test of said well, unless on or before such date, Lessee commences drilling operations on the above described land, or pays or tenders the rental hereinabove provided for on such part of the leased premises as Lessee elects to retain hereunder.

If prior to the discovery of oil, gas, sulphur or other minerals on said land Lessee should drill a dry hole or holes thereon, this lease shall not be terminated thereby, if Lessee, on or before the next ensuing rental paying date commences further drilling operations or commences or resumes the payment or tender of rentals. If after the discovery of oil, gas, sulphur or other minerals the production thereof should cease from any cause, this lease shall not be terminated thereby if Lessee commences additional drilling operations within sixty days thereafter, or (if it be within the primary term) commences or resumes the payment or tender of rentals on or before the next ensuing rental paying date, or fulfills the obligations in lieu of drilling or production. If at the expiration of the primary term oil, gas, sulphur or other minerals have not been found on said land, but if such well, being drilled when the primary term expires, should have to be abandoned or should be a dry hole, then Lessee shall have the option to commence other drilling operations, within sixty days from the completion or abandonment of such attempt, for drilling of another well on said land in search of oil, gas, sulphur or other minerals and in like manner this lease may be maintained in existence after the primary term by the drilling of other wells until oil, gas, sulphur or other minerals are found in paying quantities, provided not more than sixty days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of another.

It is agreed that if at any time or times hereafter, oil is being produced and sold off the leased premises and the market value of such oil at the well shall be less than One Dollar (\$1.00) per barrel, Lessee may discontinue the production and sale of said oil, but in such case Lessee shall pay Lessor during such discontinuance at the rate of Five Hundred (\$500.00) Dollars per year, payable monthly as royalty, and so long as such lieu royalty is paid, said well or wells shall be held as wells producing oil in paying quantities.

The Lessee shall have the exclusive right to take all waste oil, from its own wells, or coming on this property from other sources, and agrees to pay to Lessor an equal one-eighth thereof, if utilized or sold. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee; and this clause shall apply to and include any amounts which may be paid to continue this lease in effect during the primary term without drilling. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land, also waste oil, for its operations thereon, except water from wells of Lessor.

When requested by Lessor, Lessee shall bury its pipe lines below plow depth. No wells shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the Lessor. Lessee shall pay for damages caused by its operations to growing crops on said land. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is hereby expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors, or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the Lessee until after the Lessee has been furnished with a written transfer or assignment, or certified copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which said Lessee or any assignee thereof shall make due payment of said rental.

Lessor hereby ~~expressly~~ agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgage, taxes or other liens on the above described lands, in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof. In case of payment of any such mortgage, taxes or other liens by Lessee, in addition to the right of subrogation herein granted, Lessee shall also have the right to retain any rentals or royalties which may become due Lessor hereunder and to repay itself therefrom, and the retention of such rentals or royalties by Lessee shall have the same effect as if paid to the Lessor in whose behalf payment of any mortgage, taxes or other liens was made.

WITNESS OUR HANDS AND SEALS, this the _____ day of _____, 19____

WITNESS: _____ (Seal) _____ (Seal) _____ (Seal) _____ (Seal)

Exhibit "G"

IN THE MATTER OF
BALDWIN COUNTY BANK

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.
IN EQUITY. NO. 1050.

The foregoing Petition having been presented to me on this the 30th day of July, 1938, and the same having been considered by me, it is therefore Ordered that the 3rd day of August, 1938, at Monroeville, Alabama be, and the same is hereby set as a day and place for hearing said Petition and all matters connected therewith.

IT IS FURTHER ORDERED that three days notice of the time of such hearing be given by notice upon Baldwin County Bank in Liquidation, by service upon some of its former officers, upon the Baldwin County Bank, a Corporation, by service upon S. F. Holmes, as its President.

Dated this 30th day of July, 1938.

F. W. Lane

Judge.

IN THE MATTER OF THE ESTATE OF : IN THE CIRCUIT COURT OF
CAROLINE C. HARRY, DECEASED. : BALDWIN COUNTY, ALABAMA.
: IN EQUITY No. _____

Comes your petitioner, Charles H. Pfennig, as executor under the last will and testament of Caroline C. Harry, deceased, and as trustee thereunder, and respectfully shows unto the court as follows:

The administration of this estate has been duly removed from the Probate Court of Baldwin County, Alabama, to this court.

More than six months have elapsed since the appointment of your petitioner as such executor, there are no outstanding claims filed against said estate and unpaid, and it would be to the best interest of said estate to have a final settlement of your petitioner's administration.

Proceeding under the provisions of Article 2 of the original will, and also of the codicil dated January 23, 1928, petitioner has placed suitable headstones or markers over the graves therein mentioned, and has also paid Green Ridge Cemetery, in accordance with said provisions, a sufficient sum to provide for the perpetual care of the John Kober cemetery lot therein mentioned, and said provisions of said will and codicil have been fully complied with. The personal effects and clothing referred to in the seventh paragraph of the codicil dated October 25, 1926, have been delivered, as petitioner is informed and believes, to the children of Katherine Schultz Ramsey, who is now deceased. The rings and watches mentioned in Article 3 of the original will have never come into possession of petitioner, and therefore petitioner cannot account for same.

Under the codicil dated January 23, 1928, and duly probated, it is provided as follows:

"I want this put in my will.

"If I should pass on before either John or Mary Jane Kober, and after all of my bills are paid and a marker put on my grave like Joe's and a marker for my mother grave and one for Joe's father grave, and money for perpetual care for John Kober's lot, and the lot where my mother and father are laid in the Greenridge Cemetery, then I want as long as either of them live to have all the income of what I have. Then when they have spent all they have either in money or property then they can have of the principal. But not until then. What is left of mine I want to go to those I mentioned in my will. I want Charles H. Pfennig as Trustee without Bonds, and if anything should happen to Mr. Pfennig would want the Northwestern Loan and Trust Co. to have charge of it."

Petitioner shows that the said Mary Jane Kober died before the death of the testatrix, but that the said John Kober is still living, and that petitioner has paid the income from the estate to the said John Kober as provided in said codicil. Petitioner further shows that the said John Kober has now spent all that he has, either in money or property, and that the said John Kober has demanded that petitioner pay over and distribute to him all of the principal of the estate. Petitioner shows unto the court that in his opinion the said John Kober, having spent all that he has either in money or property, is entitled to all of the principal of the estate, but petitioner wishes the court to construe said original will dated October 27, 1923, the codicil thereto dated October 25, 1926, and the codicil thereto dated January 23, 1928, and instruct petitioner as to the disposition of the assets of the estate remaining in his hands after deducting therefrom the commissions to which your petitioner is entitled, his reasonable attorneys' fees for services rendered during the administration of said estate and in connection herewith, and the costs of court incurred and to be incurred in these proceedings

Your petitioner further shows that all of the assets of

said estate received by your petitioner as such executor have been converted into cash, as shown by the itemized statement hereto attached and made a part hereof, except one Pennig Bond No. 22272, in the face amount of One Thousand Dollars (\$1,000.00) and certificates 123 and 200 of Fairhope Transportation and Excursion Company of a total par value of Three Hundred Dollars (\$300.00), which your petitioner now has in his possession; that your petitioner has received in cash, in addition to said above mentioned bond and certificates, the sum of Four Thousand Seven Hundred Ninety-two and 21/100 Dollars (\$4,792.21), as shown by the itemized statement hereto attached and made a part hereof, and has expended in and about the administration of said estate the sum of Three Thousand Ninety-Seven and 13/100 (\$3,097.13), as shown by the itemized accounts and vouchers filed herewith and made a part hereof; leaving a balance in your petitioner's hands of the sum of One Thousand Six Hundred Ninety-five and 08/100 Dollars (\$1,695.08) in cash, together with said bond and certificates hereinabove mentioned.

Petitioner further shows that at the time of the death of the testatrix, she was survived as her sole heirs at law and next of kin by John Kober, also known as John Cober, a brother, aged 71 years, residing in Kenosha, Wisconsin; Charles Schultz, a brother of half blood, aged 60 years, residing at Fairhope, Alabama; and George W. Cober, a nephew (the son of William Cober, a deceased brother of testatrix), aged about 56 years, residing at Oklahoma City, Oklahoma. Petitioner further shows that said original will and the codicils thereto mention the following persons who have or may claim an interest in said estate, namely:

Katherine Schultz Hansey, of _____, Mississippi.
George W. Cober, of Oklahoma City, Oklahoma.

Carrie Harry Miller, of Cody, Wyoming.
 Elizabeth L. Gitzen (now Brasher), now of LaGrange, Ill.
 Jos. Harry, of Burlington, Wisconsin
 John Cober (Kober), of Kenosha, Wisconsin
 Charles Schultz, of Fairhope, Alabama
 George Harry, of _____, Nebraska
 Madeline Schultz, of Fairhope, Alabama
 Josephine Schultz, (now Josephine Hawke) of Fairhope, Ala.
 Zene Bullamore, of Somers, Wisconsin
 Emma Swartz Abesch, of Somers, Wisconsin
 Carrie Swartz Bose, of Somers, Wisconsin
 Mary L. Gitzen, of Kenosha, Wisconsin
 Della Ramsey, of _____, Mississippi
 Salvation Army, a corporation, W. 14th St., New York, N. Y.
 Fairhope Methodist Episcopal Church, of Fairhope, Alabama
 William Cober, of Kenosha, Wisconsin
 Nath Harry, of Silver Creek, Nebraska
 Charles R. Pfennig, of Kenosha, Wisconsin

Petitioner shows that in said codicil dated October 27, 1922, the bequests made in said original will to the said William Cober and the said Nath Harry, of Silver Creek, Nebraska, are expressly revoked, because they were then dead. Petitioner further shows that he is informed and believes, and on such information and belief avers that all other persons hereinabove named other than Mary L. Gitzen, Carrie Swartz Bose, Zene Bullamore and Katherine Schultz Ramsey, who are believed to be dead, are alive and over the age of twenty-one years. However, although petitioner has made diligent inquiry in an effort to obtain more complete and definite information as to the addresses of said persons, and the name and address of the person or persons succeeding to the interest of any of them who may have died, petitioner has been unable to ascertain any further facts than those herein stated; and petitioner shows that he is informed and believes, and on such information and belief avers, that the residence of any such person is not in the State of Alabama.

PRAYER FOR PROCESS

Petitioner prays that due and proper notice be given each party interested herein according to the rules and practice of this court, commanding each of them to plead, answer or

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demur hereto within the time allowed by law and the rules of this court.

PRAYER FOR RELIEF

Petitioner further prays that a day be set for the hearing hereof, and that upon said hearing the court will be pleased to pass and allow the accounts and vouchers of your petitioner as such executor and trustee, and approve his administration in all things; that the court will fix and allow a reasonable commission for your petitioner's services, and a reasonable attorneys' fee for the attorneys representing your petitioner in the administration of said estate and in these proceedings; that the court will further construe said original will and the codicils thereto, and direct your petitioner as to the disbursements of the assets of said estate remaining in his hands; that your petitioner be finally discharged as such executor, and that he and the surety on his bond as such be relieved of all further liability; and that the court will grant your petitioner such other, further or different relief as he may be entitled to receive, the premises considered, in equity and good conscience.

(s) Charles H. Piennig
Petitioner

STATE OF WISCONSIN:

COUNTY OF KENOSHA:

Before me, the undersigned authority, personally appeared Charles H. Pfennig, who upon being first duly sworn, on oath deposes and says that he is the petitioner in the foregoing petition, and that the facts stated therein are true and correct, and that the accounts attached hereto are true and correct, and that he has not used any of the assets of said estate for his own benefit.

(s) Charles H. Pfennig

Subscribed and sworn to before me this
25th day of October, 1943.

(s) Mimmie A. Staver
Notary Public, Kenosha County, Wisconsin

1030

Handwritten scribbles and numbers, including '127' and '1'.

IN THE MATTER OF THE ESTATE OF : IN THE CIRCUIT COURT OF
CAROLINE C. HARRY, DECEASED. : BALDWIN COUNTY, ALABAMA.
: IN EQUITY No. _____

Comes your petitioner, Charles H. Pfennig, as executor under the last will and testament of Caroline C. Harry, deceased, and as trustee thereunder, and respectfully shows unto the court as follows:

The administration of this estate has been duly removed from the Probate Court of Baldwin County, Alabama, to this court.

More than six months have elapsed since the appointment of your petitioner as such executor, there are no outstanding claims filed against said estate and unpaid, and it would be to the best interest of said estate to have a final settlement of your petitioner's administration.

Proceeding under the provisions of Article 2 of the original will, and also of the codicil dated January 23, 1928, petitioner has placed suitable headstones or markers over the graves therein mentioned, and has also paid Green Ridge Cemetery, in accordance with said provisions, a sufficient sum to provide for the perpetual care of the John Kober cemetery lot therein mentioned, and said provisions of said will and codicil have been fully complied with. The personal effects and clothing referred to in the seventh paragraph of the codicil dated October 25, 1926, have been delivered, as petitioner is informed and believes, to the children of Katherine Schultz Ramsey, who is now deceased. The rings and watches mentioned in Article 3 of the original will have never come into possession of petitioner, and therefore petitioner cannot account for same.

Under the codicil dated January 23, 1928, and duly probated, it is provided as follows:

"I want this put in my will.

"If I should pass on before either John or Mary Jane Kober, and after all of my bills are paid and a marker put on my grave like Joe's and a marker for my mother gravek and one for Joes father grave, and money for perpetual care for John Kober's lot, and the lot where my mother and father are laid in the Greenridge Cemetery, then I want as long as either of them live to have all the income of what I have. Then when they have spent all they have either in money or property then they can have of the principal. But not until then. What is left of mine I want to go to those I mentioned in my Will. I want Charles H. Pfennig as Trustee without Bonds, and if anything should happen to Mr. Pfennig would want the Northwestern Loan and Trust Co. to have charge of it."

Petitioner s ows that the said Mary Jane Kober died before the death of the testatrix, but that the said John Kober is still living, and that petitioner has paid the income from the estate to the said John Kober as provided in said codicil. Petitioner further shows that the said John Kober has now spent all that he has, either in money or property, and that the said John Kober has demanded that petitioner pay over and distribute to him all of the principal of the estate. Petitioner shows unto the court that in his opinion the said John Kober, having spent all that he has either in money or property, is entitled to all of the principal of the estate, but petitioner wishes the court to construe said original will dated October 27, 1922, the codicil thereto dated October 25, 1926, and the codicil thereto dated January 23, 1928, and instruct petitioner as to the disposition of the assets of the estate remaining in his hands after deducting therefrom the commissions to which your petitioner is entitled, his reasonable attorneys' fees for services rendered during the administration of said estate and in connection herewith, and the costs of court incurred and to be incurred in these proceedings

Your petitioner further shows that all of the assets of

said estate received by your petitioner as such executor have been converted into cash, as shown by the itemized statement hereto attached and made a part hereof, except one Piennig Bond No. M2272, in the face amount of One Thousand Dollars (\$1,000.00) and certificates 128 and 200 of Fairhope Transportation and Excursion Company of a total par value of Three Hundred Dollars (\$300.00), which your petitioner now has in his possession; that your petitioner has received in cash, in addition to said above mentioned bond and certificates, the sum of Four Thousand Seven Hundred Ninety-two and 21/100 Dollars (\$4,792.21), as shown by the itemized statement hereto attached and made a part hereof, and has expended in and about the administration of said estate the sum of Three Thousand Ninety-Seven and 13/100 (\$3,097.13), as shown by the itemized accounts and vouchers filed herewith and made a part hereof; leaving a balance in your petitioner's hands of the sum of One Thousand Six Hundred Ninety-five and 08/100 Dollars (\$1,695.08) in cash, together with said bond and certificates hereinabove mentioned.

Petitioner further shows that at the time of the death of the testatrix, she was survived as her sole heirs at law and next of kin by John Kober, also known as John Cober, a brother, aged 71 years, residing in Kenosha, Wisconsin; Charles Schultz, a brother of half blood, aged 60 years, residing at Fairhope, Alabama; and George W. Cober, a nephew (the son of William Cober, a deceased brother of testatrix), aged about 56 years, residing at Oklahoma City, Oklahoma. Petitioner further shows that said original will and the codicils thereto mention the following persons who have or may claim an interest in said estate, namely:

Katherine Schultz Ramsey, of _____, Mississippi.
George W. Cober, of Oklahoma City, Oklahoma.

Carrie Harry Miller, of Cody, Wyoming.
 Elizabeth L. Gitzen (now Brasher), now of LaGrange, Ill.
 Jos. Harry, of Burlington, Wisconsin
 John Cober (Kober), of Kenosha, Wisconsin
 Charles Schultz, of Fairhope, Alabama
 George Harry, of _____, Nebraska
 Madeline Schultz, of Fairhope, Alabama
 Josephine Schultz, (now Josephine Hawks) of Fairhope, Ala.
 Zene Bullamore, of Somers, Wisconsin
 Emma Swartz Abesch, of Somers, Wisconsin
 Carrie Swartz Bose, of Somers, Wisconsin
 Mary L. Gitzen, of Kenosha, Wisconsin
 Della Ramsey, of _____, Mississippi
 Salvation Army, a corporation, W. 14th St., New York, N. Y.
 Fairhope Methodist Episcopal Church, of Fairhope, Alabama
 William Cober, of Kenosha, Wisconsin
 Nath Harry, of Silver Creek, Nebraska
 Charles H. Pfennig, of Kenosha, Wisconsin

Petitioner shows that in said codicil dated October 27, 1922, the bequests made in said original will to the said William Cober and the said Nath Harry, of Silver Creek, Nebraska, are expressly revoked, because they were then dead. Petitioner further shows that he is informed and believes, and on such information and belief avers that all other persons hereinabove named other than Mary L. Gitzen, Carrie Swartz Bose, Zene Bullamore and Katherine Schultz Ramsey, who are believed to be dead, are alive and over the age of twenty-one years. However, although petitioner has made diligent inquiry in an effort to obtain more complete and definite information as to the addresses of said persons, and the name and address of the person or persons succeeding to the interest of any of them who may have died, petitioner has been unable to ascertain any further facts than those herein stated; and petitioner shows that he is informed and believes, and on such information and belief avers, that the residence of any such person is not in the State of Alabama.

PRAYER FOR PROCESS

Petitioner prays that due and proper notice be given each party interested herein according to the rules and practice of this court, commanding each of them to plead, answer or

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demur hereto within the time allowed by law and the rules of this court.

PRAYER FOR RELIEF

Petitioner further prays that a day be set for the hearing hereof, and that upon said hearing the court will be pleased to pass and allow the accounts and vouchers of your petitioner as such executor and trustee, and approve his administration in all things; that the court will fix and allow a reasonable commission for your petitioner's services, and a reasonable attorneys' fee for the attorneys representing your petitioner in the administration of said estate and in these proceedings; that the court will further construe said original will and the codicils thereto, and direct your petitioner as to the disbursements of the assets of said estate remaining in his hands; that your petitioner be finally discharged as such executor, and that he and the surety on his bond as such be relieved of all further liability; and that the court will grant your petitioner such other, further or different relief as he may be entitled to receive, the premises considered, in equity and good conscience.

(s) Charles H. Piennig
Petitioner

STATE OF WISCONSIN;

COUNTY OF KENOSHA;

Before me, the undersigned authority, personally appeared Charles H. Pfennig, who upon being first duly sworn, on oath deposes and says that he is the petitioner in the foregoing petition, and that the facts stated therein are true and correct, and that the accounts attached hereto are true and correct, and that he has not used any of the assets of said estate for his own benefit.

(s) Charles H. Pfennig

Subscribed and sworn to before me this

25th day of October, 1943.

(s) Minnie A. Staver

Notary Public, Kenosha County, Wisconsin

Handwritten notes:
 ✓ M/P with receipt
 - [unclear]
 [unclear]

Handwritten notes:
 [unclear]
 [unclear]
 [unclear]

10201

IN THE MATTER OF THE ESTATE OF : IN THE CIRCUIT COURT OF
CAROLINE C. HARRY, DECEASED. : BALDWIN COUNTY, ALABAMA.
: IN EQUITY No. _____

Comes your petitioner, Charles H. Pfennig, as executor under the last will and testament of Caroline C. Harry, deceased, and as trustee thereunder, and respectfully shows unto the court as follows:

The administration of this estate has been duly removed from the Probate Court of Baldwin County, Alabama, to this court.

More than six months have elapsed since the appointment of your petitioner as such executor, there are no outstanding claims filed against said estate and unpaid, and it would be to the best interest of said estate to have a final settlement of your petitioner's administration.

Proceeding under the provisions of Article 3 of the original will, and also of the codicil dated January 23, 1926, petitioner has placed suitable headstones or markers over the graves therein mentioned, and has also paid Green Ridge Cemetery, in accordance with said provisions, a sufficient sum to provide for the perpetual care of the John Kober cemetery lot therein mentioned, and said provisions of said will and codicil have been fully complied with. The personal effects and clothing referred to in the seventh paragraph of the codicil dated October 25, 1926, have been delivered, as petitioner is informed and believes, to the children of Katherine Schultz Ramsey, who is now deceased. The rings and watches mentioned in Article 3 of the original will have never come into possession of petitioner, and therefore petitioner cannot account for same.

Under the codicil dated January 23, 1926, and duly probated, it is provided as follows:

"I want this put in my will.

"If I should pass on before either John or Mary Jane Kober, and after all of my bills are paid and a marker put on my grave like Joe's and a marker for my mother grave and one for Joe's father grave, and money for perpetual care for John Kober's lot, and the lot where my mother and father are laid in the Greenridge Cemetery, then I want as long as either of them live to have all the income of what I have. Then when they have spent all they have either in money or property then they can have of the principal. But not until then. What is left of mine I want to go to those I mentioned in my Will. I want Charles H. Pfennig as Trustee without Bonds, and if anything should happen to Mr. Pfennig would want the North-western Loan and Trust Co. to have charge of it."

Petitioner shows that the said Mary Jane Kober died before the death of the testatrix, but that the said John Kober is still living, and that petitioner has paid the income from the estate to the said John Kober as provided in said codicil. Petitioner further shows that the said John Kober has now spent all that he has, either in money or property, and that the said John Kober has demanded that petitioner pay over and distribute to him all of the principal of the estate. Petitioner shows unto the court that in his opinion the said John Kober, having spent all that he has either in money or property, is entitled to all of the principal of the estate, but petitioner wishes the court to construe said original will dated October 27, 1922, the codicil thereto dated October 25, 1926, and the codicil thereto dated January 23, 1926, and instruct petitioner as to the disposition of the assets of the estate remaining in his hands after deducting therefrom the commissions to which your petitioner is entitled, his reasonable attorneys' fees for services rendered during the administration of said estate and in connection herewith, and the costs of court incurred and to be incurred in these proceedings

Your petitioner further shows that all of the assets of

said estate received by your petitioner as such executor have been converted into cash, as shown by the itemized statement hereto attached and made a part hereof, except one Piennig Bond No. M2272, in the face amount of One Thousand Dollars (\$1,000.00) and certificates 128 and 200 of Fairhope Transportation and Excursion Company of a total par value of Three Hundred Dollars (\$300.00), which your petitioner now has in his possession; that your petitioner has received in cash, in addition to said above mentioned bond and certificates, the sum of Four Thousand Seven Hundred Ninety-two and 21/100 Dollars (\$4,792.21), as shown by the itemized statement hereto attached and made a part hereof, and has expended in and about the administration of said estate the sum of Three Thousand Ninety-Seven and 13/100 (\$3,097.13), as shown by the itemized accounts and vouchers filed herewith and made a part hereof; leaving a balance in your petitioner's hands of the sum of One Thousand Six Hundred Ninety-five and 08/100 Dollars (\$1,695.08) in cash, together with said bond and certificates hereinabove mentioned.

Petitioner further shows that at the time of the death of the testatrix, she was survived as her sole heirs at law and next of kin by John Kober, also known as John Cober, a brother, aged 71 years, residing in Kenosha, Wisconsin; Charles Schultz, a brother of half blood, aged 60 years, residing at Fairhope, Alabama; and George W. Cober, a nephew (the son of William Cober, a deceased brother of testatrix), aged about 56 years, residing at Oklahoma City, Oklahoma. Petitioner further shows that said original will and the codicils thereto mention the following persons who have or may claim an interest in said estate, namely:

Katherine Schultz Ramsey, of _____, Mississippi.
George W. Cober, of Oklahoma City, Oklahoma.

Carrie Harry Miller, of Cody, Wyoming.
 Elizabeth L. Gitzen (now Brasher), now of LaGrange, Ill.
 Jos. Harry, of Burlington, Wisconsin
 John Cober (Kober), of Kenosha, Wisconsin
 Charles Schultz, of Fairhope, Alabama
 George Harry, of _____, Nebraska
 Madeline Schultz, of Fairhope, Alabama
 Josephine Schultz, (now Josephine Hawke) of Fairhope, Ala.
 Zene Bullamore, of Somers, Wisconsin
 Emma Swartz Abesch, of Somers, Wisconsin
 Carrie Swartz Bose, of Somers, Wisconsin
 Mary L. Gitzen, of Kenosha, Wisconsin
 Della Ramsey, of _____, Mississippi
 Salvation Army, a corporation, W. 14th St., New York, N. Y.
 Fairhope Methodist Episcopal Church, of Fairhope, Alabama
 William Cober, of Kenosha, Wisconsin
 Math Harry, of Silver Creek, Nebraska
 Charles H. Pfennig, of Kenosha, Wisconsin

Petitioner shows that in said codicil dated October 27, 1922, the bequests made in said original will to the said William Cober and the said Math Harry, of Silver Creek, Nebraska, are expressly revoked, because they were then dead. Petitioner further shows that he is informed and believes, and on such information and belief avers that all other persons hereinabove named other than Mary L. Gitzen, Carrie Swartz Bose, Zene Bullamore and Katherine Schultz Ramsey, who are believed to be dead, are alive and over the age of twenty-one years. However, although petitioner has made diligent inquiry in an effort to obtain more complete and definite information as to the addresses of said persons, and the name and address of the person or persons succeeding to the interest of any of them who may have died, petitioner has been unable to ascertain any further facts than those herein stated; and petitioner shows that he is informed and believes, and on such information and belief avers, that the residence of any such person is not in the State of Alabama.

PRAYER FOR PROCESS

Petitioner prays that due and proper notice be given each party interested herein according to the rules and practice of this court, commanding each of them to plead, answer or

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demur hereto within the time allowed by law and the rules of this court.

PRAYER FOR RELIEF

Petitioner further prays that a day be set for the hearing hereof, and that upon said hearing the court will be pleased to pass and allow the accounts and vouchers of your petitioner as such executor and trustee, and approve his administration in all things; that the court will fix and allow a reasonable commission for your petitioner's services, and a reasonable attorneys' fee for the attorneys representing your petitioner in the administration of said estate and in these proceedings; that the court will further construe said original will and the codicils thereto, and direct your petitioner as to the disbursements of the assets of said estate remaining in his hands; that your petitioner be finally discharged as such executor, and that he and the surety on his bond as such be relieved of all further liability; and that the court will grant your petitioner such other, further or different relief as he may be entitled to receive, the premises considered, in equity and good conscience.

(s) Charles H. Pfennig
Petitioner

STATE OF WISCONSIN:

COUNTY OF KENOSHA:

Before me, the undersigned authority, personally appeared Charles H. Pfennig, who upon being first duly sworn, on oath deposes and says that he is the petitioner in the foregoing petition, and that the facts stated therein are true and correct, and that the accounts attached hereto are true and correct, and that he has not used any of the assets of said estate for his own benefit.

(s) Charles H. Pfennig

Subscribed and sworn to before me this
25th day of October, 1945.

(s) Minnie A. Staver
Notary Public, Kenosha County, Wisconsin

SUMMONS AND COMPLAINT

THE STATE OF ALABAMA, } No. 1030.
BALDWIN COUNTY

CIRCUIT COURT BALDWIN COUNTY

Dec. TERM, 194-3

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Carrie Harry Miller.

to appear and plead, answer or demur, within thirty days from the service hereof, to the Complaint filed in the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, ~~against~~ in re.

the Estate of Caroline C Harry, ~~Defendant~~

by Charles H Pfenninf. as Executor.

~~EMERSON~~

Witness my hand this 9th day of December. 194-3

R. Deuel

Clerk.

SUMMONS AND COMPLAINT

THE STATE OF ALABAMA, } No. 1030.
BALDWIN COUNTY

CIRCUIT COURT BALDWIN COUNTY

Dec. TERM, 1943

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Charles Schultz. Madeline Schultz

Josephine Schultz Hawke. and Fairhope Episcopal Church. of

Fairhope Ala.

to appear and plead, answer or demur, within thirty days from the service hereof, to the Complaint filed in the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against in re,

The Estate of Caroline C Harry.

~~XXXXXXXX~~
Defendant

by Charles H Pfenning, as executor.

~~XXXXXXXX~~

Witness my hand this 9th day of December. 194 3

[Signature] Clerk.

ALABAMA'S BEST COUNTY'S-

the BALDWIN

Times

BEST NEWSPAPER

BAY MINETTE, ALABAMA

AFFIDAVIT OF PUBLICATION

STATE OF ALABAMA,
BALDWIN COUNTY.

Ford Cook, being duly sworn, deposes and says that he is the PUBLISHER of THE BALDWIN TIMES, a Weekly Newspaper published at Bay Minette, Baldwin County, Alabama; that the notice hereto attached of

Notice - Estate of Caroline C. Harry

NOTICE
In The Circuit Of
BALDWIN COUNTY, ALABAMA
IN EQUITY
Harry, Caroline C.
Deceased
Estate of
TO GEORGE HARRY AND THE UNKNOWN HEIRS AT LAW AND NEXT OF KIN OF GEORGE HARRY, MARY L. GITZEN, WILLIAM COBER, MATH HARRY, AND THEIR UNKNOWN HEIRS AT LAW AND NEXT OF KIN.
You are hereby notified that Charles H. Pfenning as Executor under the last will and Testament of Caroline C. Harry, deceased, and as Trustee thereunder has filed his Petition as such Executor and Trustee in the Circuit Court of Baldwin County, Alabama, in Equity, which Petition alleges that you are named as a beneficiary in said will or one of the Codicils thereto, or that you claim some interest in the estate of Caroline C. Harry, deceased in which Petition the said Executor asks that the Court construe the will and Codicils thereto of the said Caroline C. Harry, deceased, and asks that final settlement be had of said Estate, said Petition or Bill of Complaint making each of you parties Respondent to the same.
You are hereby required to answer or plead to the above mentioned Petition before the 12 day of July, 1944.
WITNESS my hand and seal as Register of the Circuit Court of Baldwin County, Alabama, in Equity, on this 29 day of May, 1944.
R. S. DUCK
Register
HYBART and CHASON
Solicitors
For Petitioner. 15-4tc.

COST STATEMENT

229 WORDS @ 4 1/2 cents \$10.31

I hereby certify this is correct, due and unpaid (paid).

Publisher.

Was published in said newspaper for _____ consecutive weeks in the following issues:

Date of 1st publication May 11, 1944 Vol. 55 No. 15
Date of 2nd publication May 18, 1944 Vol. 55 No. 16
Date of 3rd publication May 25, 1944 Vol. 55 No. 17
Date of 4th publication June 1, 1944 Vol. 55 No. 18

Subscribed and sworn before the undersigned this _____ day of _____ 1944

Notary Public, Baldwin County.

Ford Cook

Publisher.

By Mrs. Place

ALABAMA'S BEST COUNTY'S-

The **BALDWIN**

Times

BEST NEWSPAPER

BAY MINETTE, ALABAMA

AFFIDAVIT OF PUBLICATION

STATE OF ALABAMA,
BALDWIN COUNTY.

Ford Cook

being duly sworn, deposes and says that he is the PUBLISHER of THE BALDWIN TIMES, a Weekly Newspaper published at Bay Minette, Baldwin County, Alabama; that the notice hereto attached of

Estate of Caroline C. Harry

HARRY CAROLINE C.
Deceased
IN THE CIRCUIT COURT
OF BALDWIN COUNTY,
ALABAMA.
IN EQUITY.
TO KATHERINE SCHULTZ RAMSEY
AND TO HER UNKNOWN HEIRS AT
LAW AND NEXT OF KIN; GEORGE
W. COBER; CARRIE HARRY MILLER;
JOSEPH HARRY; ZENE BULLA-
MORE AND THE UNKNOWN HEIRS
AT LAW AND NEXT OF KIN OF
ZENE BULLAMORE; CARRIE SWARTZ
BOSE AND THE UNKNOWN HEIRS
AT LAW AND NEXT OF KIN OF
CARRIE SWARTZ BOSE; MARY L.
CITZEN AND THE UNKNOWN HEIRS
AT LAW AND NEXT OF KIN OF
MARY L. CITZEN; DELLA RAMSEY.
You are hereby notified that Charles
H. Pfennig as Executor under the Last
Will and Testament of Caroline C. Har-
ry, deceased, and as Trustee there-
under, has filed his Petition as such
Executor and Trustee in the Circuit
Court of Baldwin County, Alabama, in
Equity, which Petition alleges that you
are named as a beneficiary in said Will
or one of the Codicils thereto, or that
you claim some interest in the Estate
of Caroline C. Harry, Deceased, in which
Petition the said Executor asks that
the Court construe the Will and Codicils
thereto of the said Caroline C. Harry,
Deceased, and asks that Final Settle-
ment be had of said Estate, said Peti-
tion or Bill of Complaint making each
of you parties Respondent to the same.
You are hereby required to answer
or plead to the above mentioned Peti-
tion before the 6 day of March, 1944.
WITNESS my hand and seal as
Register of the Circuit Court of Bald-
win County in Equity on this the 24
day of January, 1944.
J. S. DUCK
Register.
H. W. Chason
Solicitors For Petitioner. 52-4tc

COST STATEMENT

271 WORDS @ 4 1/2 cents \$ 12.19

I hereby certify this is correct, due and unpaid (paid).

Publisher.

Was published in said newspaper for 4 consecutive weeks in the following issues:

Date of 1st publication *Jan. 27*, 1944 Vol. *54* No. *22*

Date of 2nd publication *Feb. 3*, 1944 Vol. *55* No. *1*

Date of 3rd publication *Feb. 10*, 1944 Vol. *55* No. *2*

Date of 4th publication *Feb. 17*, 1944 Vol. *55* No. *3*

Subscribed and sworn before the undersigned this _____ day of _____ 194__.

Notary Public, Baldwin County.

Ford Cook
by, Mrs. Glace

Publisher.

The **BALDWIN** *Times* BEST NEWSPAPER
ALABAMA'S BEST COUNTY'S-
BAY MINETTE, ALABAMA

AFFIDAVIT OF PUBLICATION

STATE OF ALABAMA,
BALDWIN COUNTY.

Jard Cook, being duly sworn, deposes and says that he is the PUBLISHER of THE BALDWIN TIMES, a Weekly Newspaper published at Bay Minette, Baldwin County, Alabama; that the notice hereto attached of

Estate of Caroline C. Harry

ESTATE OF HARRY, CAROLINE C. Deceased. In the Circuit Court of BALDWIN COUNTY, ALABAMA, in Equity.

TO THE UNKNOWN HEIRS AT LAW AND NEXT OF KIN AND DEVISEES AND LEGATEES OF MARY E. GIBSON DECEASED; TO THE UNKNOWN HEIRS AT LAW AND NEXT OF KIN AND DEVISEES AND LEGATEES OF CARIE SWARTZ BOSE DECEASED; TO THE UNKNOWN HEIRS AT LAW AND NEXT OF KIN AND DEVISEES AND LEGATEES OF ZENE BULEA MORE DECEASED; TO THE UNKNOWN HEIRS AT LAW AND NEXT OF KIN AND DEVISEES AND LEGATEES OF KATHERINE SCHULTZ RAMSEY DECEASED; TO THE UNKNOWN HEIRS AT LAW AND NEXT OF KIN AND DEVISEES AND LEGATEES OF JOSEPH HARRY DECEASED; TO THE UNKNOWN HEIRS AT LAW AND NEXT OF KIN AND DEVISEES AND LEGATEES OF GEORGE HARRY DECEASED.

That I hereby notified that Charles H. Pruning, as Executor under the Last Will and Testament of Caroline C. Harry, deceased, and as Trustee thereunder, has filed his Petition and Amended Petition as such Executor and Trustee in the Circuit Court of Baldwin County, Alabama, in Equity, which Petition alleges that you are named as a beneficiary in said will or one of the Codicils thereto, or that you claim some interest in the Estate of Caroline C. Harry, deceased, or that you are in some wise interested in said Estate; in which Petition the said Executor asks that the court construe the Will and Codicils thereto of the said Caroline C. Harry, Deceased, and asks that Final Settlement be had of said Estate, said Petitioner or Bill of Complaint making each of you parties Respondent to the same.

That you are hereby required to answer or defend in said Petition and Amended Petition on or before the 15th day of August, 1944.

That the Court will be rendered against you without any bond and seal as Register of the Circuit Court of Baldwin County, Alabama, in Equity, on this the 15th day of August, 1944.

R. S. DUCK, Register.

COST STATEMENT

336 WORDS @ 4 1/2 cents \$ 15.12

I hereby certify this is correct, due and unpaid (paid).

Publisher.

Was published in said newspaper for 4 consecutive weeks in the following issues:

| | | | | | |
|-------------------------|----------------|-------|----------|----------------|---------------|
| Date of 1st publication | <u>Aug 17</u> | , 194 | <u>4</u> | Vol. <u>55</u> | No. <u>29</u> |
| Date of 2nd publication | <u>Aug 24</u> | , 194 | <u>4</u> | Vol. <u>55</u> | No. <u>30</u> |
| Date of 3rd publication | <u>Aug. 31</u> | , 194 | <u>4</u> | Vol. <u>55</u> | No. <u>31</u> |
| Date of 4th publication | <u>Sept 7</u> | , 194 | <u>4</u> | Vol. <u>55</u> | No. <u>32</u> |

Subscribed and sworn before the undersigned this _____ day of _____ 194_____

Notary Public, Baldwin County.

Jard Cook
by, Mrs Place Publisher.

SUMMONS AND COMPLAINT

THE STATE OF ALABAMA,
BALDWIN COUNTY

No. 1030.

CIRCUIT COURT BALDWIN COUNTY

Dec. TERM, 194 3

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon JOSEPH HARRY.

to appear and plead, answer or demur, within thirty days from the service hereof, to the Complaint filed in the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, ~~Alabama~~ against in. re.

The Estate of Caroline C Harry

by Charles Pfanning

~~Plaintiff~~

Witness my hand this 9th day of December, 194 3

R. Duck

Clerk.

SUMMONS AND COMPLAINT

THE STATE OF ALABAMA,
BALDWIN COUNTY

No. 1030.

CIRCUIT COURT BALDWIN COUNTY

Dec, TERM, 194 3

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon George W Cober.

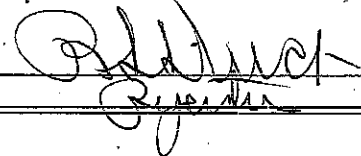
to appear and plead, answer or demur, within thirty days from the service hereof, to the Complaint filed in
the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, ~~against~~ ^{XXXXX} In Re,

the Estate of Caroline C Harry., ~~Defendant~~ ^{XXXXXX}

by Charles H Pfenning. as Executor.

~~XXXXXX~~

Witness my hand this 9th day of December. 194 3



~~XXXXXX~~
Clerk.

No. 1030

Page _____

THE STATE OF ALABAMA

BALDWIN COUNTY

CIRCUIT COURT

Plaintiffs

vs.

Defendants

SUMMONS AND COMPLAINT

Filed 12-9 1943

Robb
Deputy

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

RECEIVED IN OFFICE

194

Sheriff

I have executed this summons

this 194

by leaving a copy with

Sheriff

Deputy Sheriff

2500 ~~MP~~

1219
1514
1031
376

1 Cape Elizabeth & Bristol
1 Cape Emma Suetz Abusch
12-144

Making Receipt

Bill \$ 2500
Paid

SMITH & JOHNSTON

LAWYERS

622-626 FIRST NATIONAL BANK BUILDING

MOBILE, ALA.

HARRY H. SMITH
SAMUEL M. JOHNSTON

P. C. FOUNTAIN
DAN T. MCCALL, JR.
C. B. ARENDALL, JR.

July 1, 1939.

Mr. J. L. Kessler,
Clerk, Judge of Probate,
Bay Minette, Alabama.

Dear Mr. Kessler: Re: Caroline C. Harry Estate.

We are preparing to have a final settlement of the executor in the above estate, and have misplaced in our files the names of the heirs of Caroline C. Harry which were stated in the petition for probate of the will.

If it will not be asking too much, we would appreciate it if you would look at this original petition to probate the will and forward us the names and addresses, and ages, of those mentioned in the petition as being heirs at law. We have the names of the legatees under the will, of course.

Thanking you, we are

Very truly yours,

SMITH & JOHNSTON

By *P. C. Fountain*

PCF:IMK

In the Matter of the Estate of } IN THE PROBATE COURT OF
CAROLINE C. HARRY, Deceased. } BALDWIN COUNTY, ALABAMA.

TO THE HON. G. W. ROBERTSON, JUDGE OF PROBATE OF SAID COUNTY:

COMES your petitioner, Charles H. Pfennig, and shows unto the Court as follows:

That he has heretofore been appointed by this Honorable Court as the Executor of the last will and testament of Caroline C. Harry, deceased, and is now acting as such executor; that at the time of her death the said Caroline C. Harry was the owner of a leasehold interest for a term of years in the property described in Exhibit A, attached hereto and made a part hereof, and was the owner of the house situated on said property, and that said property is now an asset of the Estate of the said Caroline C. Harry, deceased; that legal title to the fee in said land upon which said house is located was not in the said Caroline C. Harry at the time of her death and is not an asset of this estate, and, because she left at the time of her death only a leasehold interest for a term of years in said land, the said house situated upon said land is personal property of the estate.

Your petitioner further shows that said house, at the time of her death, was not equipped with modern conveniences as were the houses in that neighborhood, and, therefore, it was and is difficult to rent said house; that said house is badly in need of repairs and improvements, and the assets of the estate are not sufficient to warrant or to pay for making said repairs to said house and installing conveniences and improvements in said house; that by reason of its condition and the difficulty in securing a tenant for said house it is deteriorating in value constantly, and is and will result in waste to the estate, unless the same is sold to prevent such

waste; that such house is liable to become destroyed by fire and result in loss to the estate. That it would be to the best interest of the estate to sell said house to prevent its deterioration, or possible loss, and waste to the estate.

That pursuant to the provisions of Article Five of the last will and testament of said deceased said house and leasehold interest of the decedent therein and thereto was devised and bequeathed to Charles H. Pfennig, subject only to the life use of John Kober therein, and that in the event of the sale of said leasehold interest and house, the proceeds thereof should be held in lieu of the property and be disposed of in accordance with the terms of the last will and testament of said deceased in the same manner and to the same extent as though said leasehold interest and house were not sold and converted into cash in accordance with the prayer of this petition.

WHEREFORE, the premises considered, your petitioner prays that this Honorable Court will hear this petition in the manner as provided by law, and that upon said hearing this Honorable Court will enter an order authorizing your petitioner as executor of the estate of Caroline C. Harry, deceased, to sell said house in the manner authorized by law, in order to prevent waste to this estate, and for that purpose to assign and transfer to the purchaser all and singular the leasehold interest of the decedent in and to the land particularly described in Exhibit "A". And your petitioner prays for such other relief and instructions as he may be entitled to in the premises.

In the Matter of the Estate of } IN THE PROBATE COURT OF
CAROLINE C. HARRY, deceased. } BALDWIN COUNTY, ALABAMA.

The following described parcel
of land, to-wit:

Lot eight (8), in block thirty
(30), division two (2) of the land of
Fairhope Single Tax Corporation, in the
Town of Fairhope, in the State of
Alabama, as per its plat thereof filed
September 13th, 1911, fractional section
eighteen (18), township six (6) south
of range two (2) east, Baldwin County,
Alabama.

EXHIBIT "A"

In the Matter of the Estate of
CAROLINE C. HARRY, Deceased.

} IN THE PROBATE COURT OF
} BALDWIN COUNTY, ALABAMA

WAIVER AND CONSENT

The undersigned hereby expressly waive any and all notice of hearing upon the annexed petition, and hereby expressly consent to the sale by order of the court of all right, title and interest of Caroline C. Harry, deceased, in and to the lease of the premises particularly described in Exhibit "A" annexed to said petition and the sale of the house situated upon said real estate.

The above and foregoing waiver and consent is executed with the understanding and upon the condition that the net proceeds derived from said sale and all income produced therefrom shall be held, distributed and assigned in the same manner as said leasehold interest and house would be held, distributed and assigned in accordance with the terms of the last will and testament of said deceased in the event the proposed sale thereof be not effected.

Dated at Kenosha, Wisconsin, this 1st day of September, A.D. 1937.

Charles H. Fleming
John W. Koser

SMITH & JOHNSTON

LAWYERS

622-626 FIRST NATIONAL BANK BUILDING

MOBILE, ALA.

HARRY H. SMITH
SAMUEL M. JOHNSTON

October 21, 1937

P. C. FOUNTAIN
DAN T. MCCALL, JR.

Hon. G. W. Robertson
Judge of Probate
Bay Minette, Alabama

Dear Sir: Re: Estate of Caroline C. Harry, deceased

We are enclosing herewith a petition by Charles H. Pfennig, executor in the above estate, for permission to sell certain property, described in the petition, in Fairhope, which is a leasehold interest in some property there, together with waiver and consent of Charles H. Pfennig, who is a legatee under the will, and also John Kober, who is a legatee under the will.

This petition is filed under section 5832 of the Code of 1923, and we would appreciate your filing the same and setting the same down for hearing according to law and advising us the date.

Inasmuch as all of the debts in this estate have been paid and under the will Charles Pfennig is bequeathed this property, subject to a life estate in John Kober, it would appear that no other notice would be required and that an order of sale might be entered without any further notice. Of course, probably notice of the sale would have to be published, as required under the succeeding statute.

Thanking you, we are

Very truly yours,

SMITH & JOHNSTON

By *P. C. Fountain*

PCF:HB
Encls.

ESTATE OF CAROLINE C HARRY, X
DECEASED. |

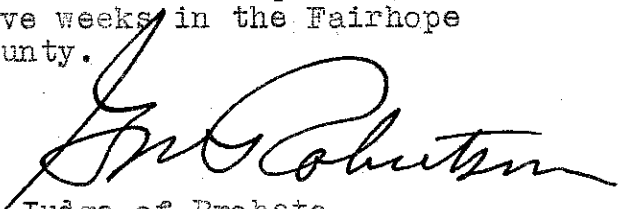
In the Probate Court of Baldwin county, Alabama.

In the matter of the petition of Charles H. Pfennig to sell personal property of said estate.

Comes Charles H. Pfennig, executor of the last Will and Testament of said deceased, by his attorney, and files his petition in writing setting forth that certain personal property, consisting of house located on leased lands in the Town of Fairhope, ~~is~~ is considered personal property; that said house is badly in need of repairs and improvements and the assets of the estate of said decedent are not sufficient to warrant or pay for making the necessary repairs; that by reason of its condition and the difficulty in securing a tenant for said property, it is deteriorating in value and will ultimately result in waste to the estate unless the same is sold to prevent such waste, and that it should be to the best interests of said estate to sell said house to prevent its deterioration, or possible loss and waste to the estate.

It appearing to the Court that the allegations of said petition are true and that the property described therein may deteriorate in value if held, and be a loss to the estate.

It is therefore ordered by the Court that said petition be filed and the 16th day of November, A.D., 1937, be and is appointed a day for hearing said application, and that notice of the filing of said petition and the date set for hearing same, be given by advertisement for three successive weeks in the Fairhope Courier, a newspaper published in this County.
Done this Oct 23rd, 1937.


Judge of Probate.

SMITH & JOHNSTON

LAWYERS

622-626 FIRST NATIONAL BANK BUILDING

MOBILE, ALA.

HARRY H. SMITH
SAMUEL M. JOHNSTON

P. C. FOUNTAIN

August 22nd, 1932.

Hon. G. W. Humphries,
Judge of Probate,
Bay Minette, Alabama.

Dear Judge Humphries:

We beg to acknowledge receipt of your favor of August 20th with reference to the Probate of the last will and testament of Caroline C. Harry. I enclose you herewith interrogatories propounded to the witnesses, who live in Kenosha, Wisconsin. Walter W. Hammond, Circuit Commissioner No. 702, 57th Street, Kenosha, Wisconsin will act as Commissioner in the taking of these depositions. We have drafted a commission which is attached to the interrogatories. If you will attach the original will to the same, and mail to us, we will send the same on to the Commissioner with proper instructions and have him take the depositions, or you may send them as you see fit. In any event, the original will will have to be attached to the depositions. We have not bradded these depositions in view of the fact that you will have to attach the will. We thought that, before we send the will off, we would have a photostatic copy made thereof, so that if it should become lost, we would have a picture of the signatures.

We are today writing the two witnesses at Fairhope, namely, Mrs. Clyde Lowell and Reverend Eugene Yeger, to ascertain if they know the signatures of Fred

Hon. G. W. Humphries.

-2-

August 22nd, 1932.

S. Pfennig, Grace E. Shields and Stanley A. Newberry.

If either does, this will dispose with the necessity of the depositions. If you decide to send the interrogatories direct to the commissioner, kindly advise us of the date in order that we may advise the commissioner as to the proper certificate to be attached.

We see no reason why the matter should not be ready by the 23rd of September.

Thanking you for your promptness and courtesy in the matter, we are

Very truly yours,

Smith & Johnston

By

B. M. Johnston

SMJ:GG

encs.

*P.S. Mr. Fountain is away on his vacation,
hence on answer by the writer.*

B. M. J.

SMITH & JOHNSTON
LAWYERS

622-626 FIRST NATIONAL BANK BUILDING
MOBILE, ALA.

HARRY H. SMITH
SAMUEL M. JOHNSTON

P. C. FOUNTAIN
DAN T. MCCALL, JR.

August 18

1934

Hon. G. W. Humphries
Judge of Probate
Bay Minette, Alabama

Dear Judge:

Re: Estate of Caroline C. Harry,
deceased

We are enclosing herewith a petition by the Executor in the above estate, seeking to be allowed to accept Home Owner's Loan bonds in compromise of a mortgage indebtedness held by the estate.

This petition has been drawn under Sections 5827, et seq. of the 1923 Code. If the petition is granted after having been heard, we would appreciate it if you would send us two certified copies of the order granting the same. Please also forward us two certified copies of letters testamentary.

Very truly yours,

Smith & Johnston,

By

Dan T. McCall, Jr.

McC:G

encs.

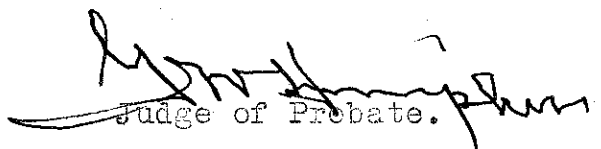
ESTATE OF CAROLINE HARRY, | In the Probate Court of Baldwin
 : County, Alabama,
DECEASED. | April 3rd, 1933.

In the matter of the application to require the Executor of said estate to give bond:

This being the day appointed by the Court to hear the petition of W.H.Mask, et al, to require Charles H. Pfennig, as Executor of said Estate to give bond:-

And it appearing to the Court that said Executor a non-resident of this State, residing at Kenosha, Wisconsin, was given notice of the filing of said application and of the date set for hearing the same by registered mail, for more than twenty days prior to this day, and no protest having been filed, the Court now proceeds to hear said application. And it appearing to the Court from an examination of the file in this case, and from other evidence, that said Executor was not required to furnish bond as such Executor, but was relieved from giving bond at the time of his appointment, by an express provision in the will of said deceased, and that on account of existing conditions the interests of some of the creditors of said estate may be endangered for want of security.

It is ordered by the Court that said petition be and it is granted, and said Executor, Charles H. Pfennig is ordered to furnish to this Court, a bond, as such executor of said estate, in the sum of \$2000.00, conditioned and payable as required by the laws of this State, with good and sufficient sureties to be approved by the Judge of this Court; said bond to be filed on or before the 1st day of May, A.D., 1933.


Judge of Probate.

Copy for Smith & Johnston

ESTATE OF CAROLINE C. HARRY, |
DECEASED. |

In the Probate Court of
Baldwin Co., Ala.,
November 16, 1937.

In the matter of the application of Charles H. Pfennig, Executor of the last will and testament of said deceased, to sell personal property of said estate.

This being the day set by the Court for the hearing of the application of said Executor to sell certain personal property belonging to said estate to prevent waste to said estate, and to prevent the possible destruction by fire, which would result in loss to the estate; which said application contains a full and accurate description of said property sought to be sold.

Now comes, Charles H. Pfennig, Executor aforesaid, by his attorney, and shows to the court that notice of this proceeding and of the date set for this hearing, was given by advertisement for three successive weeks in the Fairhope Courier, a weekly newspaper regularly published in this county; and it further appearing to the satisfaction of the Court that the allegations of said petition are true and that a sale of said property should be made to prevent waste to the estate.

It is therefore ordered by the Court that said application be and is granted, and that said executor is empowered to sell said property described in the said application in this cause, as follows: Lease-hold interest in Lot 8 in Block 30, Division Two of the lands of Fairhope Single Tax Corporation in the Town of Fairhope, in the State of Alabama, as per plat thereof, filed Sept. 13, 1911, fractional section 17, township 6 south of range 2 east, and the dwelling house situated on said property; the said sale to be to the highest bidder for cash in the front of the court house door in Baldwin County, State of Alabama, between the legal hours of sale, after having given notice of the day, place and terms of sale, together with a description of the property to be sold by advertisement thereof for three successive weeks in some newspaper published in said County of Baldwin.

And said executor is further ordered to report his doings hereunder to this Court.

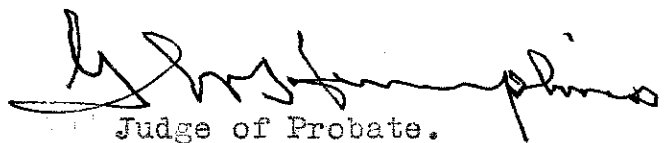

Judge of Probate.

ESTATE OF CAROLINE C. HARRY, | In the Probate Court of
DECEASED. | Baldwin County, Alabama,
April 27th, 1933.

In the matter of the application to require Executor of said Estate to file bond:

Comes Charles H. Pfennig, Executor of the last Will and Testament of said decedent, in compliance with an order of this Court made and entered on the 3rd day of April, A.D., 1933, and filed his bond as such Executor of said Estate, in the sum of \$2000.00 with the Fidelity & Deposit Company, of Maryland, as his sureties; and it appearing to the Court that said bond is in an amount prescribed by the Court, and conditioned and payable as required by law, and that said sureties are good and sufficient:

It is ordered by the Court, that said bond be and it is approved and that the same be filed and recorded.


Judge of Probate.

Fairhope, Alabama
March 1, 1933

Honorable G. W. Humphries
Judge of the Probate Court
Bay Minette, Alabama

Sir:

Re: Estate of Caroline Harry

Having heard nothing from the Administrator of this estate, Mr. Charles H. Pfennig, relative to making settlement of amounts due us by the estate, and realizing that the assets of the estate are not great and that possibly the value of same has decreased considerably owing to the depression, and further realizing that the Administrator is not under bond, we, the undersigned, creditors of the estate, request that said Administrator be placed under bond to guarantee faithful performance of the duties of his office.

Very truly yours,

W. H. Mason
Claude G. Goddard M.D.
Emma J. Blockman
Mrs. Anna Winberg
Fairhope Pharmacy
W. H. Mason Prop
Dr. C. A. Sartor

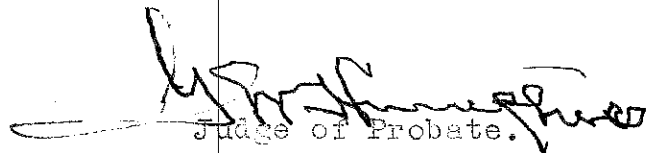
Caroline Harry, Deceased,
Estate of

In the Probate Court of said County,
March 4th, 1933.

Comes W.H.Mask, Claude G. Godard, M.D., Emma J. Bloxham, Mrs. Anna Winberg, Fairhope Pharmacy, by W.C.Mason, Prop. and Dr. A.A. Gaston, and represent that they are creditors of the Estate of Caroline Harry, deceased; that Charles H. Pfennig, is the Executor of the last Will and Testament of said Decedent, duly appointed by this Honorable Court on the 23rd day of September, A.D., 1932;

That since the granting of Letters Executory upon the Estate of said decedent, the assets of the estate of said decedent have possibly decreased owing to the depression; that said Executor is not under bond, having been relieved from furnishing bond, by an express provision in the Will of said Decedent, and that their interest in said Estate is, or will be endangered for want of security. The Premises considered, it is Ordered by the Court that said Petition be filed;

And it is further ordered that Monday the 3rd day of April A.D., 1933, be and it is appointed for hearing said petition, and that said Executor, Charles H. Pfennig, who is a non-resident, of this State, residing in the City of Kenosha, State of Wisconsin, have notice of the filing of said petition and the date set for hearing the same, by registered letter, postage prepaid at least ten days before said day of hearing.


Judge of Probate.

State of Alabama,
Probate Court - Baldwin County.

In the Matter of the Last Will
and Testament

of

CAROLINE C. HARRY, Deceased.

ORDER

Upon reading and filing the petition of Charles H. Pfennig, Executor of the last will and testament of Caroline C. Harry, deceased, praying the order of this court authorizing him as such executor to accept Home Owners' Loan Corporation Bonds in satisfaction of the note and mortgage, and bond secured by trust deed, particularly mentioned and described in said petition and in the respective amounts as therein set forth, and praying the order of this court authorizing him to pay to John Kober the sum of One Hundred Twenty-five Dollars (\$125.00) for the purpose of re-imbursing him for the advancement of that amount in the payment of the perpetual care of the burial lot in accordance with the terms of the last will and testament of said deceased,

And the Court being fully satisfied and advised in the premises,

On motion of Smith & Johnston, attorneys for said executor,

IT IS ORDERED, That Charles H. Pfennig, as executor of the last will and testament of Caroline C. Harry, deceased, be, and he hereby is authorized, empowered and directed to accept Home Owners' Loan Corporation Bonds equal at par, together with a small amount of cash, to approximate the sum of Three

Thousand Two Hundred Forty Dollars and Six Cents (\$3,240.06), it being impossible to estimate definitely the exact amount to be so received, in payment of the note and mortgage given by Paul Arthur Windesheim and Emily Windesheim, his wife, and particularly described in said petition, and upon delivery to him of said bonds and cash approximating the aforesaid amount to cancel and deliver up said note to the makers thereof and to satisfy and discharge of record the mortgage securing the payment of said note.

IT IS FURTHER ORDERED, That Charles H. Pfennig, as executor of the last will and testament of Caroline C. Harry, deceased, be, and he hereby is authorized, empowered and directed to accept Home Owners' Loan Corporation Bonds equal at par, together with a small amount of cash, to approximately five thirty-sevenths ($5/37$) of Three Thousand Five Hundred Thirty-four Dollars and Thirty-seven Cents (\$3,534.37), it being impossible to estimate definitely the exact amount to be so received, in payment of the bond secured by trust deed, which said bond and trust deed were given by Helen M. Hallett, and George L. Hallett and Johannah D. Hallett, husband and wife, to Charles H. Pfennig, and particularly described in said petition, and upon delivery to him of said bonds and cash approximating the aforesaid amount to cancel and deliver up said bond to the makers thereof.


IT IS FURTHER ORDERED, That Charles H. Pfennig, as executor of the last will and testament of Caroline C. Harry, deceased, be, and he hereby is authorized, empowered and directed to pay to John Kober the sum of One Hundred Twenty-five Dollars (\$125.00) and take his receipt therefor, together with the receipt to him by Kenosha Cemetery Association of said sum for the perpetual care of the burial lot in which

the deceased is buried, all in accordance with the terms of the last will and testament of said deceased.

IT IS FURTHER ORDERED, that upon compliance by said executor with the terms of the within order, he be, and hereby is released and discharged from any and all liability in said several matters, excepting only his liability to account to this court for the bonds and cash so to be received by him.

Dated at Bay Minette, County of Baldwin, State of Alabama, this 31st day of August, A.D. 1934.

BY THE COURT:



Probate Judge

Caroline C. Harry Deceased,
Estate of
As To compromise of claim, etc.

In the Probate Court of
Baldwin county, Alabama,
August 20th, 1934.

This ~~day~~ came Chas. H. Pfennig, Executor of the last will and testament of Caroline C. Harry, Deceased, whose letters were granted by this Court, on the 23rd day of September, 1932, and filed his application in writing, and under oath setting forth among other things that said executor is desirous of converting two mortgages owned by said estate into Home Owners Loan Bonds and also for authority to settle a claim of \$125.00 due one John Kober, for money advanced to pay for the perpetual care of lot on which said deceased is buried; and praying that such proceedings may be had as may be necessary and proper to authorize him to compromise or settle said claims as set out in said petition and for reimbursing said Kober. It is therefore ordered by the court, that the matter of said application be set for a hearing on the 31st day of August, A.D., 1934. It is not deemed by the Court necessary to give notice to any adverse party interested in this proceeding.


Judge of Probate.

In the Matter of the Estate of) IN THE PROBATE COURT OF
CAROLINE C. HARRY, deceased.) BALDWIN COUNTY, ALABAMA

COMES your petitioner, Charles H. Pfennig, executor of the last will and testament of Caroline C. Harry, deceased, and respectfully represents and shows as follows:

That your petitioner is the duly appointed, qualified, and acting executor under the last will and testament of Caroline C. Harry, deceased, having been so appointed and letters testamentary issued to him by the Probate Court of Baldwin County, Alabama;

That Caroline C. Harry, deceased, died in the month of July 1932, leaving, among the assets of her estate, a promissory note for the sum of \$3500.00, dated the 13th day of August, 1920, which promissory note was made, executed, and delivered by Paul Arthur Windesheim and Emily Windesheim, his wife, to Charles H. Pfennig, payable three years after date, with interest thereon at the rate of 6% per annum, payable semi-annually, the same being secured by a mortgage of even date executed by the said Paul Arthur Windesheim and Emily Windesheim, his wife, to the said Charles H. Pfennig on the following real estate lying and being in the City and County of Kenosha, State of Wisconsin, to-wit:

The east forty-five (45) feet of lot number ninety-one (91) of Parkview Subdivision to the City of Kenosha, as per plat thereof now on file and of record in the office of the Register of Deeds for Kenosha County, Wisconsin, in Volume "4" of Plats on page thirty-three (33), said land and premises lying and being in the southwest quarter of section six (6), in town one (1) north of range twenty-three (23) east.

That on the 13th day of September, 1920, the said mortgage was duly assigned by an assignment in writing by the said Charles H. Pfennig to the decedent, Caroline C. Harry;

That from and after the date of said assignment, and up to and until the time of her death, said Caroline C. Harry owned and held said mortgage and the note thereby secured, and that at the time of her death there was due and unpaid on said note and

No. 1177 In the Matter of Est. Caroline L. Harry, Deed
Wm. H. Penning Administrator, Executor or Guardian Residence _____
 Attorneys Smith & Johnston Mobile Ala. Docket _____ Page _____ Fee Book _____ Page _____

| DATE | FEE OF PROBATE JUDGE | AMOUNT | DATE | FEE OF PROBATE JUDGE | AMOUNT |
|---------|--|--------|------|---|--------|
| | WILL—Order on Presentation, \$1.00 | 100 | | BROUGHT FORWARD | 42.27 |
| | Affidavit in Petition for Probate, 25c | | | Affidavit to Report, 25c | |
| | Recording Petition, per 100 words, 15c | 4.80 | | Recording, per 100 words, 15c | |
| | Issuing Citation, ent'g Sheriff's Returns, 50c | | | Appointing Com'r to Divide, and Writ, \$2.00 | |
| 8/29/33 | App'ting and Notifying Guard, ad Litem, 50c | 50 | | Approving Division and Order thereon, \$1.00 | |
| | Issuing Subpoenas for Witness, 50c | 150 | | App'ting and Notifying Guard, ad Litem, 50c | |
| | Affidavit of Witnesses, 25c | | | | |
| | Examining Wit. and order Probating, \$2.60 | | | | |
| | Issuing Commission to take Deposition, 50c | | | | |
| | Filing Interrogatories, 10c | 125 | | PARTIAL SETTLEMENT—Affidavit in Acct, 25c | |
| | Copy of same, per 100 words, 15c | 514 | | Affidavit to List of Heirs, 25c | |
| | Recording Will, per 100 words, 15c | 7.50 | | Examining, Stating Acct and Ap. Hear., \$1.00 | |
| | Recording Testimony, per 100 words, 15c | | | Order to Publish Notice of Sale, 50c | |
| | Certificate, without seal, 25c | 50 | | App'ting and Notifying Guard, ad Litem, 50c | |
| | Certificate, with seal, 50c | | | Examining Vouchers, 10c | |
| | Presiding at Trial C't'd Will, per day, \$2.50 | 500 | | Administering Affidavits, 25c | |
| 1/22/33 | Learning—Affidavit in Petition, 25c | 330 | | Making Decree and Order to Record, \$1.50 | |
| 7/10/33 | Recording Petition, per 100 words, 15c | 310 | | Recording same, per 100 words, 15c | |
| | Recording Rel. rights to Adm'ner, 100 words, 15c | 50 | | Filing Claims and giving Receipt, 15c | |
| | Granting Letters of Administration, 50c | 50 | | | |
| | Issuing and Recording same, 50c | | | INSOLVENCY—Affidavit in Report, 25c | |
| | Granting Let. of Gu'd'nship, each minor, 75c | 25 | | Affidavit to Statements, 25c | |
| 3/4/33 | Issuing, Filing and Recording same, 50c | 100 | | Recording Rep't and Statem't, 100 words, 15c | |
| | Taking, App. Filing, Rec. Adm. Bonds, \$1.00 | 50 | | Order Appointing Day of Hearing, 25c | |
| 4/3/33 | Taking, App. Filing, Guard. Bond, \$1.00 | 50 | | Order to Publish Notice of same, 25c | |
| 4/27/33 | Affidavit of Justification, 25c | 15 | | Order for Citations, 25c | |
| | Granting Order of Appraisement, 50c | | | Iss'g Notice to Creditor Day of Hearing, 50c | |
| | Issuing Order of Appraisement, 25c | | | Order Sustaining Report, 25c | |
| | Recording same, per 100 words, 15c | | | Order for Settlement, 25c | |
| | Order Removing Executor, Adm. Guard., \$2.00 | | | Order to Publish Day of Settlement, 25c | |
| | Order Appointing General Guardian, \$1.00 | | | Issuing Notice of Day of Settlement, 25c | |
| | Issuing and Recording same, 50c | | | Affidavit to Amount of Claims, 25c | |
| | Order Appointing General Administ'r., \$1.00 | | | App'ting and Notifying Guard, ad Litem, 50c | |
| | Issuing and Recording same, 50c | | | SALE OF REAL ESTATE—Affidavit in Petition, 25c | |
| 8/10/36 | Issuing and Recording same, 50c | 1.85 | | Recording Petition, per 100 words, 15c | |
| | HOMESTEAD—Rec. Pet'n for Com., 100 words, 15c | | | Order App't'g Day of Hear. and Notice, \$1.00 | |
| | Record, Order for App., per 100 words, 15c | | | Order to Publish Notice of same, 50c | |
| | Recording Order for Com., per 100 words, 15c | | | Issuing Citations, Ent'g Sheriff's Return, 50c | |
| | Notice to Commissioners, 50c | | | App'ting and Notifying Guard, ad Litem, 50c | |
| | Recording Report of Com., per 100 words, 15c | | | Issuing Commission to take Deposition, 50c | |
| | Record, Order Setting Apart, 100 words, 15c | | | Filing Interrogatories, 10c | |
| | INVENTORY—Order to Approve and Record, 50c | 50 | | Copy of Interrogatories, per 100 words, 15c | |
| | Affidavit to same, 25c | 100 | | App't'g Com. to Divide and Issue Writ, \$2.00 | |
| | Recording same, per 100 words, 15c | | | Affidavit to Report of Same, 25c | |
| | SUPPLEMENT INVENTORY—Order App., Rec., 50c | | | Order Approving Division and Report, \$1.00 | |
| | Affidavit to same, 25c | | | Recording same, per 100 words, 15c | |
| | Recording same, per 100 words, 15c | | | Hearing Applic'n for Dower, Iss'g Writ, \$4.00 | |
| 8/21/33 | Recording Decree, per 100 words, 15c | 100 | | Exam'g Testim'y and Grant Ord'r to Sell, \$2.00 | |
| 6/27/33 | APPRAISEMENT—Order Approving, Rec., 50c | 100 | | Recording Depositions, per 100 words, 15c | |
| 8/14/33 | Affidavit to same, 25c | 30 | | Record. Reliq'm't of Dower, 100 words, 15c | |
| | Recording same, per 100 words, 15c | | | Recording Report, per 100 words, 15c | |
| | SUPPLEMENT APPRAISEMENT—Grant Order, 50c | | | Rec. Paym't Purchase Money, 100 words, 15c | |
| | Issuing Order of Appraisement, 25c | | | Making Order on Report of Sale of Land, 75c | |
| | Recording Warrant, per 100 words, 15c | | | Hear Ap'n to Compel Conveyance, etc., \$2.00 | |
| | Order to Approve Appraisement, 50c | | | | |
| | Affidavit to same, 25c | | | FINAL SETTLEMENT—Affidavit in Account, 25c | |
| | Recording same, per 100 words, 15c | | | Affidavit to Statement of Heirs, 25c | |
| | Recording Decree, per 100 words, 15c | | | Exam'g, Stating and Reporting Acct, \$1.00 | |
| | SALE OF HEREDITARY PROPERTY—Petition, 25c | | | Order to Publish Notice of same, 50c | |
| | Recording same, per 100 words, 15c | | | App'ting and Notifying Guard, ad Litem, 50c | |
| | Granting Order of Sale, 50c | | | Examining Vouchers, 10c | |
| | Issuing Order of Sale, 25c | | | Administering Affidavits, 25c | |
| | App'ting and Notifying Guard, ad Litem, 50c | | | Recording same, per 100 words, 15c | |
| | Recording, per 100 words, 15c | | | Decree in Final Settlement, 50c | |
| | SALE OF PERSONAL PROPERTY—Petition, 25c | | | | |
| | Recording same, per 100 words, 15c | 160 | | SPECIAL PROCEEDINGS—Proceedings for Declara- | |
| | Granting Order of Sale, 50c | 50 | | tion of Unsound Mind and App. Guard, ad | |
| | Issuing Order of Sale, 25c | 25 | | Litem, \$5.00 | |
| | Order to Publish Notice of Sale, 50c | | | Recording Decree Relieving Minors, etc., \$1.00 | |
| | | | | Proceed to Perpetuate Testimony, per 100 | |
| | | | | words, 20c | |
| | | | | Other Services Relating Thereto, 75c | |
| | | | | Record. Pro'dings Bind'g Out Appren., \$1.00 | |
| | CARRIED FORWARD | 42.29 | | Total Probate Judge's Fees. | |

C
O
P
Y

IN THE MATTER OF THE ESTATE OF:
CAROLINE C. HARRY, DECEASED.

)
)
)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.
IN EQUITY.

This matter coming on to be heard is submitted upon the Petition of Charles H. Pfennig, as Executor of the Estate of Caroline C. Harry, Deceased, which Petition is duly verified, praying the Court to order the administration of the Estate of said Decedent moved from the Probate Court of Baldwin County, Alabama, to the Circuit Court of Baldwin County, Alabama, sitting in Equity, for the purpose of further administration of said Estate, and alleging that said Estate can be better administered in the Circuit Court.

It IS, THEREFORE, ORDERED that said administration of said Estate be moved from the Probate Court of Baldwin County, Alabama, to the Circuit Court of Baldwin County, Alabama, sitting in Equity, and that a copy of this Order be served upon the Probate Court of Baldwin County, Alabama.

DATED at Bay Minette, Alabama, this 7th day of December, 1943.

F. W. Hare

Judge

I, R. S. Duck, Register of the Circuit Court of Baldwin County, Alabama, do hereby certify that the foregoing is a correct copy of the original decree rendered by the Judge of the Circuit Court in the above stated cause, which said decree is on file and enrolled in my office.

Witness my hand and seal this the 7th day of December, 1943.

R. S. Duck

Register of Circuit Court,
in Equity.

ESTATE OF CAROLINE C. HARRY,
DECEASED.

IN THE PROBATE COURT OF
BALDWIN COUNTY, ALABAMA.

In the matter of the Order of Transfer or Removal of Administration of Estate of said Deceased, from Probate Court of Baldwin County, Alabama, to the Circuit Court of Baldwin County, Alabama, -Sitting in Equity.

In compliance with order of transfer of Hon. F.W.Hare, Judge of Circuit Court of Baldwin County, Alabama--Sitting in Equity.

I, G.W.Robertson, as Judge of the Probate Court of Baldwin County, Alabama, hereby transfer all documents and paper writings in the File #1179--Estate of Caroline C. Harry, Deceased, to the Circuit Court of Baldwin County, Alabama--Sitting in Equity. Number of Documents and writings in file --52.

Done this 8th day of December, A.D., 1943.


Judge of Probate Court,

Baldwin County, Alabama.

The State of Alabama }
Baldwin County

PROBATE COURT

Sept 23rd 1932

In the matter of the Estate of Caroline C. Harry Deceased.

Present, Hon. G W Humphries Judge of Probate.

Before me, G W Humphries Judge of Probate in

and for said county, personally appeared in open court

Mrs Clyde Lowell

who, having been, by me, first duly sworn and examined, did depose and say, on oath, that she is a

subscribing witness to the instrument of writing now shown to her

and which purports to be ^{a codicil to} the last will and testament of

Caroline C. Harry

deceased, late an inhabitant of this county, that said

Caroline C. Harry

signed and executed said instrument on the day the same bears date, Jan 23rd 1928

and declared the same to be ^{Codicil to her} a last will and testament, and that affiant set her signature

thereto on the day the same bears date as a subscribing witness to the same, in the presence of said

Caroline C. Harry and Rev. Eugene Yager, the other
witness and that such other witness subscribed his name as a witness in her

presence and in the presence of said Caroline C. Harry,

That said Caroline C. Harry

was of sound mind and disposing memory, and in the opinion of the deponent fully capable of making

the ^{said Codicil to her} will at the time the same was so made as aforesaid. Affiant further states that said

Caroline C. Harry
^{Codicil to her will}

was on the day of the said date of said will of the full age of twenty-one years and upwards.

x Mrs Clyde Lowell (L. S.)

(L. S.)

Sworn to and subscribed before me this 23 day of Sept 1932

G W Humphries
Judge of Probate

Received of Charles H. Pfennig, Executor of the last will of Caroline C. Harry, deceased, the sum of Thirty-four Dollars (\$34.00), in full settlement of the claim of Doctor C. G. Godard, of Fairhope, Alabama, filed in the Probate Court of Baldwin County, Alabama, on October 1, 1932.

Dated this 26 day of August, 1936.

Dr. C. G. Godard;
Fairhope, Ala.

Witnesses:

Ray Myers
William Simmons

KNOW ALL MEN BY THESE PRESENTS that, whereas I, Mrs. Anna Winberg, have filed a claim against the Estate of Caroline C. Harry, deceased, which claim was filed in the Probate Court of Baldwin County, Alabama; and

WHEREAS, there is a bona fide dispute between me and the Executor, Charles H. Pfennig, as to said claim; and

WHEREAS, it is doubtful if said estate will have sufficient assets in cash to pay said claim in the near future; and

WHEREAS, I, the undersigned, am willing to accept the sum of Fifty Dollars (\$50.00) in full settlement and satisfaction of said claim, rather than wait an indefinite length of time, or take the necessary burdensome steps to attempt to effect a collection of said claim in whole or in part;

NOW, THEREFORE, in consideration of the premises, and of the payment to me of the sum of Fifty Dollars (\$50.00) by Charles H. Pfennig, the Executor, receipt of which is hereby acknowledged, I do hereby forever release and discharge said Executor and the said estate from any and all liability for said claim, and do hereby acknowledge full and complete satisfaction of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 21st day of July, 1936.

Anna Winberg (SEAL)

Witness:

E. S. Ristley

Received of Charles H. Pfennig, Executor of the last will of Caroline C. Harry, deceased, the sum of Four and 50/100 Dollars (\$4.50), in full settlement of the claim of Doctor C. A. Gaston, of Fairhope, Alabama, filed in the Probate Court of Baldwin County, Alabama, on January 19, 1933.

Dated this 10th day of September, 1936.

C. A. Gaston

Witnesses:

E. G. Wolcott

R. H. Bailey

State of Alabama,
Probate Court - Baldwin County

In the Matter of the Estate
of
CAROLINE C. HARRY, Deceased.

RECEIPT

RECEIVED of Charles H. Pfennig, sole executor of the last will and testament of Caroline C. Harry, late of Fairhope, County of Baldwin, State of Alabama, deceased, the sum of One Hundred Eighty-five Dollars (\$185.00) in full payment for one marker, including inscriptions, erected over the grave of Katherine Cober, mother of the decedent, in Green Ridge Cemetery, located at Kenosha, Wisconsin, said marker being similar to the one heretofore erected on the grave of Mary Cober, sister of the decedent, also in full payment for one marker, including inscriptions, erected over the grave of Caroline C. Harry, deceased, in Green Ridge Cemetery, located at Kenosha, Wisconsin, said marker being similar to the one heretofore erected over the grave of Joe Harry, husband of said deceased, also in full payment of one marker, including inscriptions, erected over the grave of James Harry, father-in-law of said deceased, in the Union Grove Cemetery, located at Union Grove, Wisconsin, the said James Harry having been buried in said cemetery instead of Green Ridge Cemetery, located at Kenosha, Wisconsin, as stated in the second paragraph of the last will and testament of said deceased.

Dated this 30th day of October, A.D. 1936.

B. H. MEYERS MONUMENT WORKS

By A. H. Carlson
Executor of the last will and testament of B. H. Meyers, deceased, sole proprietor

ALFRED L. DRURY
ATTORNEY AND COUNSELOR AT LAW
5612 SEVENTH AVE.
TELEPHONE 2-2511

KENOSHA, WISCONSIN

August 4, 1932.

Honorable G. W. Humphries,
Judge of Probate Court,
Bay Minette, Alabama.

Dear Sir:

Re: Will of Caroline C. Harry, deceased.

Mr. John Kober, the principal beneficiary under the will of the above named decedent, he being a life tenant with power in case of necessity to expend principal, very much desires that Mr. Pfennig be appointed executor. He knows that this was his sister's wish and he desires that her wishes be carried out. We have, therefore, conferred with Mr. Pfennig and he will accept the appointment as executor and will write you to this effect. Arrangements have been made with Smith & Johnston, attorneys of Mobile, Alabama, to prepare the necessary papers for the settlement of the estate and to appear as attorneys for the petitioner and executor named in the will. These attorneys are very well rated and I have no hesitancy in stating that I believe they will handle the matter entirely to your satisfaction.

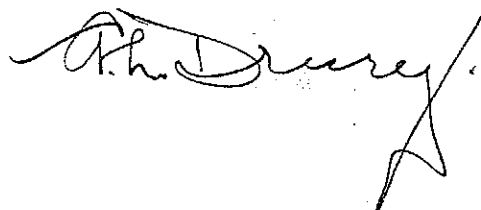
I have furnished them with the name of a court commissioner before whom the depositions of the witnesses can be taken here and I will arrange with them to appear at the time of the taking of the depositions and propound the necessary interrogatories. I do not know whether it is your practice to submit oral or written interrogatories, but in either event the matter will be properly and promptly attended to. I have requested the attorneys above named to confer with you and with Mr. Bloxham and I assume that they will make satisfactory arrangements with you.

I trust that this attempt on our part to comply with the wishes of the deceased as expressed in her will, will meet with your entire approval.

Very truly yours,

Copy to Carl L. Bloxham
Copy to Smith & Johnston

ALD: ST



SMITH & JOHNSTON

LAWYERS

622-626 FIRST NATIONAL BANK BUILDING

MOBILE, ALA.

HARRY H. SMITH
SAMUEL M. JOHNSTON
P. C. FOUNTAIN

August 19th, 1932

Hon. G.W. Humphries
Judge of Probate
Bay Minette, Alabama.

Dear Sir:

Re: Will of Caroline C. Harry

We have been employed to have the will of the late Caroline C. Harry, deceased, who resided at Fairhope, Alabama, probated.

Mr. Alfred L. Drury, attorney, of Kenosha, Wisconsin, through whom we were employed, informs us that you already have the will in your possession. We enclose herewith the petition of Charles H. Pfennig, executor under the will, duly sworn to, to have the will probated and him appointed executor. You will note that the next of kin reside out of the State with one exception. Will you kindly have the proper notice published in the paper there of the filing of this petition, at the end of which time we will have the same proved.

Thanking you, we are,

Very truly yours,

Smith & Johnston

By *P. C. Fountain*

pcf. encl:

SIXTY NINETEEN
SEVENTH AVENUE

140

KENOSHA, WIS.

July 13, 1932

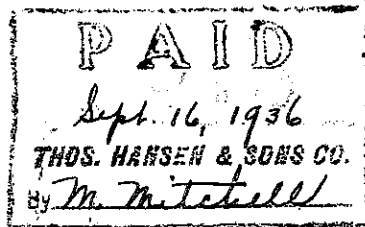
TO THOMAS HANSEN & SONS CO. DR.
FUNERAL DIRECTORS

FUNERAL OF

Mrs. Caroline Cober Harry. Deceased.

| | |
|--|----------|
| Cement Vault | \$ 60.00 |
| Casket Coach | 15.00 |
| Sedan | 5.00 |
| Lining Grave | 5.00 |
| Professional Services, Removal from Depot | 25.00 |
| Opening Grave | 13.00 |
| Minister's Fee | 10.00 |
| Music | 5.00 |
| Telegrams | 2.26 |

\$ 140.26



KNOW ALL MEN BY THESE PRESENTS, That whereas I, Walter H. Mask, have filed a claim against the estate of Caroline C. Harry, deceased, which claim was filed in the probate Court of Baldwin County, Alabama, on, to-wit, the 20th day of December 1932; and

Whereas, there is a bona fide dispute between me and the executor, Charles H. Pfennig, as to said claim; and,

Whereas, it is doubtful if said estate will have sufficient assets in cash to pay said claim in the near future; and,

Whereas, I, the undersigned, am willing to accept the sum of Three Hundred & no/100 (\$300.00) in full settlement and satisfaction of said claim, rather than wait an indefinite length of time or to take the necessary burdensome steps to attempt to effect a collection of said claim either in whole or in part;

NOW THEREFORE, in consideration of the premises, and of the payment to me of the sum of Three Hundred & no/100 (\$300.00) by Charles H. Pfennig, the executor, the receipt of which is hereby acknowledged, I do hereby forever release and discharge the said executor, and the said estate from any and all liability on said claim, and do hereby acknowledge complete and full satisfaction of it.

In witness whereof I have hereunto set my hand and seal on this 4 day of June, 1936.

W H Mask (SEAL)

Witness:

W Fountain

In consideration of the above and of the payment to Walter H. Mask, my husband, of the sum stated above, I, Mrs. Walter H. Mask, do hereby release said estate of any claim I may have in said above mentioned claim, and hereby acknowledge full and complete satisfaction of any interest I may have in said claim.

In witness whereof I have hereunto set my hand and seal this 4 day of June, 1936.

Witness:

W Fountain

Maries L. Mask (SEAL)
Mrs Walter H. Mask,

STATE OF ALABAMA)
)
COUNTY OF)

KNOW ALL MEN BY THESE PRESENTS that I, Emma J. Bloxham, for and in consideration of the sum of Five Hundred Dollars (\$500.00) paid to me by Charles H. Pfennig, Executor of the last will and testament of Caroline C. Harry, deceased, receipt of which is hereby acknowledged, which is in payment in full of the claim of the undersigned filed against said estate on, to-wit, December 10, 1932, in said sum of \$500.00, and is in full satisfaction of said claim, do hereby release and discharge said estate from any and all liability by reason of said claim, and hereby acknowledge that the same has been paid and satisfied.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 10 day of February, 1937.

Emma J. Bloxham (SEAL)

Witnesses:

Carl F. Bloxham
Mrs. S. Martin

STATE OF ALABAMA)
)
COUNTY OF)

KNOW ALL MEN BY THESE PRESENTS that I, Emma J. Bloxham, hereby acknowledge receipt of the sum of Twenty-eight Dollars (\$28.00) paid to me by Charles H. Pfennig, Executor of the last will and testament of Caroline C. Harry, deceased, being in full satisfaction and settlement of that certain claim filed by me against said estate of Caroline C. Harry, deceased, in the Probate Court of Baldwin County, Alabama, on, to-wit, December 10, 1932, in the sum of \$28.00, and I hereby acknowledge that said claim has been paid in full, and release and discharge said Executor and said Estate from all liability by reason of said claim.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 10 day of February, 1937.

Emma J. Bloxham (SEAL)

Witnesses:

Carl H. Bloxham
Mrs. S. Martin

STATEMENT

22a

FAIRHOPE, ALA., November 1st 1937.

M. Charles H. Pfennig

IN ACCOUNT WITH

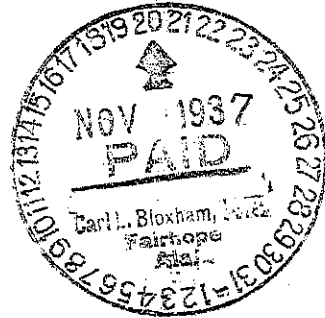
CARL L. BLOXHAM

REAL ESTATE AND INSURANCE

Office 56 — PHONES — Residence 70

Insurance premium Caroline Harry property

\$7.68



BAY MINETTE, ALA.,

Sept 10 193 4

Messrs Smith & Johnson

IN ACCOUNT WITH

G. W. HUMPHRIES

JUDGE OF PROBATE, BALDWIN COUNTY

Please Return Bill With Remittance

Privilege Tax Rec. Fee Total

| Please Return Bill With Remittance | Privilege Tax | Rec. Fee | Total |
|--|---------------|--------------------|---------------|
| <p>To Deed Rec. Mort. from</p> <p>Smith & Johnson Attys</p> <p>Preparing Exemplified Copy of Court Order & Letters Testamentary Est. Caroline Harry Reed,</p> | | <p>150 160</p> | <p>\$3 10</p> |

TOWN OF FAIRHOPE

200

No. 252

FAIRHOPE, ALA. Dec 24 19 37

RECEIVED OF Charles Penning

THE SUM OF Eight. 00 / 10 00 DOLLARS

Lots Blk. 3 Div. 2

Imp on lot 8

Town Taxes due Town of Fairhope, Baldwin County, Alabama, 1937

Total Value of Real Estate, \$ Total Value Personal Property \$ Tax Rate \$1.00 per \$100 Valuation

| | |
|-------------------------|-----------------|
| Regular Tax | 4 00 |
| Special Tax | 4 00 |
| TOTAL TOWN TAX | 8 00 |
| Penalty | |
| Interest | |
| Aggregate Amount | 8 00 |

Gen. L. Morgan Tax Collector

BAY MINETTE, ALA.

Jan 14

193

3

Mr. Alfred L. Rivers

Atty. Kershaw McInnis

IN ACCOUNT WITH

G. W. HUMPHRIES

JUDGE OF PROBATE, BALDWIN COUNTY

Caroline C. Hargy, Est.

2.90

Please Return Bill With Remittance

Privilege Tax

Rec. Fee

Total

Deed
Rec. Mort. from

to

*To 2 Exemplified Copies of Letters
Testamentary sent Caroline C. Hargy, Est.
@ \$1.15 each*

\$ 2.30

*Paid by Humphries
check to office
Jan 1932*

Original

The State of Alabama,
BALDWIN COUNTY

PROBATE COURT

In the Matter of Application of

Miss M. P. ...

To Probate Will of

Caroline C. Harris
Deceased.

NOTICE TO

Char. Stuart
John ...

Issued _____ day of _____ 193__

Must be served at least ten days before

_____ day of _____ 193__

Moore Printing Co.

Lewis

Executed *aug 28th* 193__

by leaving copy on
Charlie Schultz

on ~~by leaving copy of~~
~~written notice on him~~

W R Stuart Sheriff

Deputy Sheriff

Return made

Jan 3rd 1932

W R Humphreys Judge
by S. H. ...

Notice of Day Set for Hearing Probate of Will.

Moore Ptg. Co.

The State of Alabama {
Baldwin County

PROBATE COURT.

To Charles S. Smith of Baldwin County, Alabama

You will please take notice, that on the 20 day of Aug 1932, a
certain paper in writing purporting to be the Last Will and Testament of and Beulah Woods Caroline O. Hardy
was filed in my office for
Probate, by Charles S. Smith
and that the 23 day of Sept 1932, was appointed a day for the hearing
thereof, at which time you can appear and contest the same if you see proper.

Given under my hand this 20th day of Aug 1932
W. M. Humphries
Judge of Probate

To Any Sheriff of the State of Alabama to Execute.

SMITH & JOHNSTON
LAWYERS
622-626 FIRST NATIONAL BANK BUILDING
MOBILE, ALA.

HARRY H. SMITH
SAMUEL M. JOHNSTON

F. C. FOUNTAIN
DAN T. MCCALL, JR.

August 24, 1936

Probate Court of Baldwin County
Bay Minette, Alabama

Gentlemen: Attention Mr. Kessler

I have had a letter from the attorneys in Wisconsin representing the Estate of Caroline G. Harry, deceased, making inquiry in regard to the petition which we filed in your office August 10, and which was set for hearing August 21.

I would thank you to advise me whether or not the Judge has returned from his vacation and had an opportunity to act on this petition.

Very truly yours,

Dan T. McCall, Jr.

McC:G

*Hearing if the above application
was held on 8/24/36, and Judge Robertson
requests me to advise you that the petition is
granted, and order will be entered as of any 24/36
8/25/36
JMR Robertson Judge
Bay Minette Ala*

CHARLES H. PFENNIG, INC.

REAL ESTATE, INSURANCE AND LOANS

700 FIFTY-SEVENTH STREET

TELEPHONE 8134

ACCOUNT OF

KENOSHA, WIS., May 9 - 1939

Estate of Caroline Harry

FOR INSURANCE AS PER ACCOUNT RENDERED

16 00



750
27

1939
April 24

STATEMENT

ALFRED L. DRURY

ATTORNEY AT LAW

5612 - SEVENTH AVENUE

KENOSHA, WISCONSIN

August 15,

1939

Estate of Caroline C. Harry, deceased, DR.

| | | | |
|-------------|--|----|------|
| <u>1934</u> | | | |
| Oct. 26 | Paid for recording certified copy of Letters | \$ | 80 |
| <u>1936</u> | | | |
| May 29 | Paid for telephone call to Mobile | | 3 00 |
| Sept. 25 | Paid for recording deed from Windesheim to Pfennig | | 60 |
| <u>1937</u> | | | |
| Sept. 2 | Paid for photostatic copy of lease | | 50 |
| | | | 4 90 |

RECEIVED PAYMENT

Aug. 16, 1939.

A. L. Drury
By M. W. Stover

No. 5029 Fairhope, Ala., May 19 1938

Received from Caroline Harry Est.

By 1936 County Tax 7810 16.80

1937 " " 8389 16.80

Cash-ck- (Jesse Smith) 1.82

Rent on Lot 8 Blk. 30 Div. 2

Land in Sec. _____

Int to date .80

Sunds. _____

TOTAL \$ 35.42

FAIRHOPE SINGLE TAX CORPORATION

E.C. Moleatt

Treasurer

Treasurer

No. 1029 Fairhope, Ala., Jan 8 1934

Received from Mrs Caroline Harry Est.

By 1933 County Tax 3507 17.85

1933 Town " 239 8.00

Rent on Lot 8 Blk. 30 Div. 2

Rent for 1934 26.67

Land in Sec. _____

No. 738 Fairhope, Ala., Aug. 11 1933

Received from Caroline Harry
By 1937 County Tax # 753

Rent on Lot _____ Blk. _____ Div. _____

Land in Sec. _____
Bal due to Jan 1 33^d 1.99

First half 192. _____

2nd half 192. \$ _____

Penalties _____

Sunds. _____

TOTAL \$ 17.85

FAIRHOPE SINGLE TAX CORPORATION

E. C. Holcott
Treasurer




The FIRST NATIONAL BANK OF KENOSHA 79-65 7

KENOSHA, WIS. Nov 17 - 1932 No. _____

PAY TO THE ORDER OF Charles H. Penning, Adm. \$ 140⁵⁶

One Hundred forty $\frac{56}{100}$ DOLLARS

To close 

Charles H. Penning
Adm. Estate of Caroline Harry



The FIRST NATIONAL BANK OF KENOSHA 79-65 7

KENOSHA, WIS. Jan 1 - 1927 No. _____

PAY TO THE ORDER OF you or order \$ 26⁰²

Twenty six $\frac{02}{100}$ DOLLARS



Estate of Caroline Harry
by Charles H. Penning
Adm.



The FIRST NATIONAL BANK OF KENOSHA 79-65 7

KENOSHA, WIS. SEP 1 1938 19 No. _____

PAY TO THE ORDER OF Charles H. Penning \$ 1⁷⁷

One and $\frac{77}{100}$ DOLLARS



Charles H. Penning
Adm. - Estate of Caroline Harry

concern check. Dec 1/37
Pd by C H P to correct
some draft.

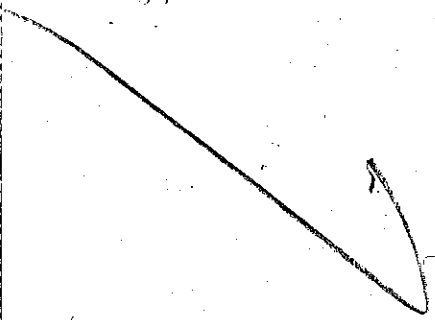
Chas. H. Fennig

Deposit to the Account of
BLAKE H. PFENNIG, AGENT

Chas. H. Fennig

Advers

7 NOV 18 1892
24 NOV 18 1892





The **FIRST NATIONAL BANK** ⁷⁹⁻⁶⁵/₇
OF KENOSHA

EST. 1852

KENOSHA, WIS. 4-17 1937 No. _____

PAY TO THE ORDER OF

Charles H. Pfennig, Inc \$16⁰⁰

PFENNIG ★ ★ ★ \$ 16 AND 00 CENTS

DOLLARS



*Estate of Carolus, Harry
by Char. H. Pfennig, admr*

© 1937 FIRST NATIONAL BANK OF KENOSHA



The **FIRST NATIONAL BANK** ⁷⁹⁻⁶⁵/₇
OF KENOSHA

EST. 1852

KENOSHA, WIS. Jan. 3 1935 No. _____

PAY TO THE ORDER OF

Fourteen \$1500⁰⁰

PFENNIG ★ \$ 1500 AND 00 CENTS

DOLLARS

The FIRST NATIONAL BANK of Kenosha

CHECKING ACCOUNT SERVICE CHARGE MEMO

Schedule of Charges

| Accounts With Average Balance for the Month of | Subject to a Monthly Charge of |
|--|--------------------------------------|
| \$ 1.00 to \$100.00 ... | \$1.00 |
| 101.00 to 150.00 ... | .75 |
| 151.00 to 200.00 ... | .50 |

SEP - 7 1933

Kenosha, Wis. _____

Service Charge for Previous Month \$ 1.00

Charge Account of:

Approved _____

Est. of Caroline Harry

H. C. MILLER CO., MILWAUKEE 259840

The FIRST NATIONAL BANK of Kenosha

CHECKING ACCOUNT SERVICE CHARGE MEMO

Schedule of Charges

| Accounts With Average Balance for the Month of | Subject to a Monthly Charge of |
|--|--------------------------------------|
| \$ 1.00 to \$100.00 ... | \$1.00 |
| 101.00 to 150.00 ... | .75 |
| 151.00 to 200.00 ... | .50 |

Kenosha, Wis. _____

OCT - 4 1933

Service Charge for Previous Month \$ 1.00

Charge Account of:

The FIRST NATIONAL BANK of Kenosha

CHECKING ACCOUNT SERVICE CHARGE MEMO

Schedule of Charges

| Accounts With Average Balance for the Month of | Subject to a Monthly Charge of |
|--|--------------------------------|
| \$ 1.00 to \$100.00 ... | \$1.00 |
| 101.00 to 150.00 ... | .75 |
| 151.00 to 200.00 ... | .50 |

Kenosha, Wis. JUL 6 1933

Service Charge for Previous Month \$ 1⁰⁰

Charge Account of:

Approved [Signature]

Est. of Caroline Harry
H.

The FIRST NATIONAL BANK of Kenosha

CHECKING ACCOUNT SERVICE CHARGE MEMO

Schedule of Charges

| Accounts With Average Balance for the Month of | Subject to a Monthly Charge of |
|--|--------------------------------|
| \$ 1.00 to \$100.00 ... | \$1.00 |
| 101.00 to 150.00 ... | .75 |
| 151.00 to 200.00 ... | .50 |

Kenosha, Wis. JUN - 3 1933

Service Charge for Previous Month \$ 1⁰⁰

Charge Account of:

Approved [Signature]

Est. of Caroline Harry
H.

The FIRST NATIONAL BANK of Kenosha

CHECKING ACCOUNT SERVICE CHARGE MEMO

Schedule of Charges

| Accounts With Average Balance for the Month of | Subject to a Monthly Charge of |
|--|--------------------------------|
| \$ 1.00 to \$100.00 ... | \$1.00 |
| 101.00 to 150.00 ... | .75 |
| 151.00 to 200.00 ... | .50 |

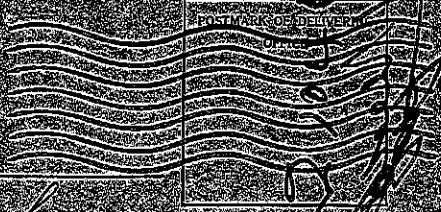
Kenosha, Wis. AUG 4 1933

Service Charge for Previous Month \$ 1⁰⁰

Charge Account of:

Post Office Department
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE \$100



Return to *R. S. Duck*
NAME OF SENDER

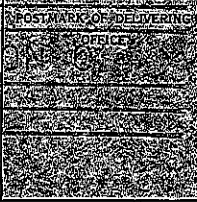
Street and Number
or Post Office Box *Circuit Court*

REGISTERED ARTICLE
No. *1184* Post Office *Bay Minette*

INSURED PARCEL
No. _____ State *Ala.*

Post Office Department
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE \$100



Return to *R. S. Duck*
NAME OF SENDER

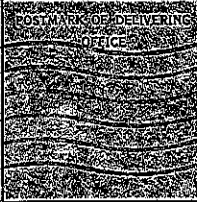
Street and Number
or Post Office Box _____

REGISTERED ARTICLE
No. *1192* Post Office *Bay Minette, Ala.*

INSURED PARCEL
No. _____ State _____

Post Office Department
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE \$100



Return to *R. S. Duck*
NAME OF SENDER

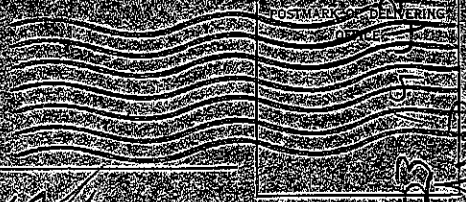
Street and Number
or Post Office Box *Circuit Court*

REGISTERED ARTICLE
No. *1184* Post Office *Bay Minette, Ala.*

INSURED PARCEL
No. _____ State _____

Post Office Department
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE \$100



Return to *R. S. Duck*
NAME OF SENDER

Street and Number
or Post Office Box *Circuit Court*

RETURN RECEIPT

Received from the Postmaster the Registered or Insured Article, the original number of which appears on the face of this Card.

1 Wmmer A Staver
(Signature or name of addressee)

2 _____
(Signature of addressee's agent - Agent should enter addressee's name on line ONE above)

Date of delivery 2/21 1944

RETURN RECEIPT

Received from the Postmaster the Registered or Insured Article, the original number of which appears on the face of this Card.

1 Deliver to Addressee Only Selection by my
(Signature or name of addressee)

2 A. J. Plunkett
(Signature of addressee's agent - Agent should enter addressee's name on line ONE above)

Date of delivery 1/1 1944

RETURN RECEIPT

Received from the Postmaster the Registered or Insured Article, the original number of which appears on the face of this Card.

1 _____
(Signature or name of addressee)

2 Deliver to Addressee Only
(Signature of addressee's agent - Agent should enter addressee's name on line ONE above)

Date of delivery 12/18 1943

RETURN RECEIPT

Received from the Postmaster the Registered or Insured Article, the original number of which appears on the face of this Card.

1 Emma Stewart Wash
(Signature or name of addressee)