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:

- l. 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

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 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.

State of Alabama.

STATE OF ALABAMA

Daldww 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 belief.

addie Lee Farish

Sworn to and subscribed before me on this the 27th day of July, 1938.

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The parties respondent are required to answer the foregoing Petition but not under oath, the benefit whereof is hereby expressly waived.

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

As Deputy Superintendent of Banks of the State of Alabama.

Gas and Mineral Lea With Exploration Period

by and be <u>Baldwin County Bank</u>

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

Lessor in consideration of Dollar (\$ 0.000)
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 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 2State 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 Hortheast Quarter of the Southeast Quarter of Section 5, in Township 2 South, Range 3 Past of St Stephens Meridian, hounded 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 Day Winette Land Company to Nathan Seroka and running thence Westerly and parallel with the Couth line of said Sections, and 5 and along the Northerly line of said land of Seroka about 1017.5 feet to the Basterly line of McMillan Avenue, thence Northerly elong the Easterly line of McMillan Avenue about 1364 feet to a point is the said Desterly line of McMillan Avenue distant forby feet from the fouthwest corner of a tract of land of C. W. Petty as measured along the said Easterly line of McMillan Avenue and thouce running Austorly 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 foot Southerly from the Southeast corner of said land of Potty as membered along the Cesterly line of Hand Avenue, thence Coutherly 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 McMillon Avenue or Hand Avenue or in the right of way owned by Day Minette Land Company connecting McMillen Avenue and Hand Avenue adjoining the said land on the North.

Also Beginning at the Northeast corner of Section 21, Township 2 South, Renge 3 Mest ef St Stephens Meridian, and theore running South along the Jast line of said Section U 662 feet to a point, being the Mortheast corner of a five acre tract heretofore sold by the Day Minette Land Company to Mare, 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 Mast line of said right of way 649 feet to the North boundary line of said Section, thence last along the North boundary line of said Section 216.4 feet to the place of beginning, containing lj acros, more or less

Also beginning at a stake on the West line of Cay Sinette and Fort Morgan sailroad on the South Line of Section 16, run thence Southwesterly along the right of way line of said railroad 1306 feet, thence Vesterly 909 feet, thence Northerly 1300 feet to a point on said Section line, thence Easterly on South line of Section 16, 1891 feet to the place of beginning, containing 30 acres, more or less, in Section 21, Township 2 South, Pence 3 cot.

Also beginning at the Northwest corner of the Northeast quarter of the Southwest Quarter of Section 21, Sounship 2 South, Range 3 Last of St Stephens Secidian, theree South 990 feet to a point; thence Mast 1320 feet to a point in the mast line of the Southwest quarter, thence North, with said hast line of quarter Section, 330 feet to a point, thence west 660 feet to a point, thence North 660 feet to a point is the North line of said quarter Section, thence Best 660 feet to the point of beginning, containing 20 ecres, more or less in the Portheast juarter of the Couthwest quertor of Section 21, Township 2 South, mange 3 wast

Also the last balf of Loutheast Juerter of Lection 22, and that portion of the West balf of the continent justice of said becking 22 described as follows: Deginsing at the Northeast corner of the Morthwest quarter of the Sewtheast quarter of east Section 22, thence run South 1770 feet (26.81 chains) thence West 990 feet (15 chains), thouce North 1770 feet (26.81 chains) thence Mast 990 feet (15 chains) to the place of beginning, containing 120 acres, more or less, in Tewnship 2 South, Henge 3 East, except therefrom the following percel of land musely: Seginning at a point on the Lest line of Section 22, Township 2 South, Mange 3 mast, which is 1421 feet North of the Southeast corner of said Section, run thence Nest 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 Doutheast quarter of Section 22, Township 2 South, Range 3 Last, containing 10 acres, more or less, as per survey recorded in Deed Book 26 M. 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, Hange 3 East, which is the Northeast corner of a lot now or formerly owned by Eberry Green, and run 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, denge 3 Lest.

Also the East balf of Northeast Quarter of Southeast Quarter of Section 23, Township 2 South, Range 3 Last, 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 Rest, thense run West 330 feet for a point of beginning, thence run West 334 feet, thence run South 9° 30' West 249 feet, thence Worth 85° 30' bast 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 Mast

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 Last 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 Northeest Quarter of Section 25; West helf of Mast half of East belf 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 helf of Southeast Overter of Section 34 1314 - -

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The special control of the positions for the collision of	such geological, geophysical or other examination that there are favorable oil, gas or mineral indical ontinue this oil, gas and mineral lease in force beyond the exploration period hereinabove provided for the exploration of	ations on or r in accord- g or causing any bound- of lessor in
or drilling operations shall be described preference for the other of the state of the state and instead and instead lesses, and without preference of the state on the state, of the blosses or the steads on the state of the st	for the drilling of a well are commenced, such operations shall be prosecuted with reasonable dilige for the drilling of a well are commenced, such operations shall be prosecuted with reasonable dilige feet is reached in said well unless oil, sas or other mineral is found in paying quantities at a le other impenetrable formation is encountered. If lessee elects to retain less than the entire acreage he lection of acreage is made, execute and deliver to lessor a written release, releasing from the terms of and elected to retain. And the terms of this agreement as hereinafter set forth shall apply to and the armylar restal hereinafter provided to he paid in order to hold this lesse in force in the absence of	s lessee may ence until a esser depth, ereinbefore f this agree- be effective
Agreement of the remainest the staff seems coverants and agreem. (i) To deliver to the credit of Lessor, free of cost, in the type line to which he may connect his wells, the equal one-eighth agreement of the remainest of the staff of the control of the premises or most in the control of the premises of the control of the premises or most in the control of the premises of the control of the premises of the control of the premises of the control of the co	force in accordance with all of its terms and provisions. the obligations to be performed by Lessee as hereinabove set out, of the royalties herein provided for, contained, has demised, leased and let, and by these presents does demise, lease and let, exclusively defined with the exclusive right of exploring for mineral indications and to employ therein torsion balance.	, and of the ly unto the ice, seismic
seal of a Training the type of a synchry the sum of HIV cents (196) per long ton (240) counds) for all sulphur produced and marketed from said in the Jessee and the training of the than on the train of the train of the training of the tra	hereinafter called "primary term" and as long thereafter as oil, gas or other to be said Lessee, or the obligations in lieu of production are fulfilled. he said Lessee covenants and agrees: sor, free of cost, in the pipe line to which he may connect his wells, the equal one-eighth part of all of the casinghead gas or otherwise) produced from said land and sold or utilized off the premises or the person 1/8th of the value of such days at the mouth of the value in its particulated (including desoling).	minerals or il produced used in the
as Depository. One-dight by Lessor and seven-neight by Lessor. One has been been been by the company of the less of the lessor and less of the	with the well at his own risk and expense. y the sum of fifty cents (50c) per long ton (2240 pounds) for all sulphur produced and marketed from n oil, gas and sulphur are found and produced from said land, the Lessee shall deliver or pay to the s in kind or value at Lessee's election.	said leased a Lessor the
Beat act. More thank is Lessor's as the sum of Three the content of the sum of t	production of oil, gas, sulphur and other minerals hereunder shall be due and payable in the follow ghts by Lessee. In the day of Innury In the credit of Lesser shell pay or tender to Lesser or to the credit of Lessor in	ving propor-
such date of payment. Drilling operations hereunder shell be deemed to be commenced when the first material is placed on the ground. Notwithstanding devolution, change or division in the covariety of and ind. The payments or transport of the property of	Bank at Bay Minatio, Alchane (which bank is Less to and 45/100 Dollars (\$.301.45) extend for twelve months the time within which drilling operations may be commenced. Thereafter or tenders, the commencement of drilling operations may be further deferred for periods of twelve months.	sor's agent) ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
the proportion that the acreage covered hereby is reduced by said release or releases. In expressing agreed the lesses has continued this oil, see and mineral bears in force he across the other provides on the properties of the	hereunder shall be deemed to be commenced when the first material is placed on the ground. Notwithst mership of said land, the payments or tenders of rental in the mamer herein provided shall be bin es of Lessor. If such bank (or any successor bank) should fail, liquidate or be succeeded by another ba make such payments or tenders until thirty days after Lessor shall deliver to Lessee an instrument in wither bank as agent to receive such payments or tenders. "And it is understood and agreed that the co covers not only the privilege granted to date when said rental is payable as aforesaid, but also lessee by and all other rights herein conferred. Lessee may at any time execute and deliver to Lessor or to the or releases covering any portion or portions of the above described premises and thereby surrender this	tanding any ding on the ank, Lessee writing duly onsideration e's option of e depository s lease as to
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 (1) million cubic feet or more of per day for thirty (39) consecutive days, thirty (39) consecutive days, thirty (39) consecutive days or a gas well of the producing one (1) million cubic feet or more of per day for thirty (39) consecutive days, thirty (39) consecutive days, this tease shall terminate on the next ensuing rental paying date after the completion and test of said well, or or other mineral such days. Lessee the completion of the completion of 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, it lessee, and not enter ensuing rental paying date commences further drilling operations or commences 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 I shall not be terminated thereby it lessee commences additional drilling operations within the primary commences or resumes payment or tender of rentals on or before the next ensuing rental paying date, or fulfills the obligations in lieu of drilling production. If at the expiration of the primary term of	hereby is reduced by said release or releases. ons of this lease, it is expressly agreed that if lessee has continued this oil, gas and mineral lease in fo ions as hereinabove provided, this lease shall continue in full force and effect and no rental shall become conducting drilling operations on the above described land or on some tract of land any boundary of yof the said above described land, and prior to the discovery of oil, gas, or other minerals in paying que of, with intervals of not more than 120 days between the completion or abandonment of one well as	orce beyond me due and of which lies uantities on
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 shall not be terminated thereby if Lessee commences additional drilling operations within stry days thereafter, or (if it be within the primary term oil, gas, sulphur or other minerals have not been four or the primary term oil, gas, sulphur or other minerals have not been four or the primary term oil, gas, sulphur or other minerals have not been four or the finding of oil gas, sulphur or other minerals have not been four or the finding of oil gas, sulphur or other minerals have not been four or the minerals are or can be produced from any well on said land, but if such well, being the when the primary term expires, should have to be abandoned or should be a finding of oil on the option to commence other driver or other minerals and in like manner this lease may be maintained in eristence after the primary term by the drilling of other wells until oil, gas, sulper other minerals are found in paying quantities, provided not more than sixty days shall clapse between the completion or abandonment of one well 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 as the shall be less than Ome Dollar (\$1.00) per barrel, Lessee may discontinue the production and sale of said oil, but in such case Lessee shall pay Lessor due such discontinuance at the rate of five Handred (\$90.00) Dollars per year, payable monthly as royalty, and so long as such lieu royalty is pead, said of 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 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 reference p	n of any such well, other than a well drilled on the above described land, as an oil well capable of producing one (1) million cubic feet or this lease shall terminate on the next ensuing rental paying date after the completion and test of said is drilling operations on the above described land, or pays or tenders the rental hereinabove provided it to retain hereunder. So sulphur or other minerals on said land Lessee should drill a dry hole or holes thereon, this lease store the next ensuing rental paying date commences further drilling operations or commences or re-	well, unless for on such shall not be resumes the
shall be less than One Dollar (\$1.00) per barrel, Lessee may 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 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 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 rer 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 appl 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 feels 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 have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove case 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 he shall set to fit the party here to its assigned, and the privilege of assigning in whole or in part is hereby expressly allowed, the covenants he shall fail or make default in the payment of the lessee has been furnished with a written transfer or assignment of rentals or roya shall be binding on the Lessee until after the Lessee has been furnished with a written transfer or assignment of payment of year-or parts of said lands upon which said Lessee or any assignee there	the discovery of oil, gas, sulphur or other minerals the production thereof should cease from any cause so commences additional drilling operations within sixty days thereafter, or (if it be within the privender of rentals on or before the next ensuing rental paying date, or fulfilis the obligations in lieu of rimary term oil, gas, sulphur or other minerals have not been found on said land, but Lessee is then il remain in force so long as drilling operations are prosecuted, and, if they result in the finding of oil, g. l, gas, sulphur or other minerals are or can be produced from any well on said land, but if such well, b have to be abandoned or should be a dry hole, then Lessee shall have the option to commence of mpletion or abandonment of such attempt, for drilling of another well on said land in search of oil, g. s lesse may be meintained in existence effect the primary term by the drilling of other wells until oil.	e, this lease mary term) of drilling or engaged in tas, sulphur being drilled ther drilling tas, sulphur tas,
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 rerherin 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 appl 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 f 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 have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove case of the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is hereby expressly allowed, the covenants he shall extend to their heirs, executors, administrators, successors, or assigns, but no change in the ownership of the land or assignment of rentals or roya 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 he 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 of said lands upon which said Lessee or any assignee thereof shall make due payment of said rental. Lessor hereby samples and appears to defeat the title to the lands herein described; and agrees that the Lessee, shall have the right of 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 my appendict to the rights of the holder thereof. In ca	parrel, Lessee may discontinue the production and sale of said oil, but in such case Lessee shall pay Le Hundred (\$500.00) Dollars per year, payable monthly as royalty, and so long as such lieu royalty is pai in paying quantities.	id, said well
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 cas 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 he shall extend to their heirs, executors, administrators, successors, or assigns, but no change in the ownership of the land or assignment of rentals or roya 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 he 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 gentle fail 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 a 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 survents and agrees to defend the title to the lands herein described; and agrees that the Lessee shall have the right at any to redeem for Lessor, by payment, any mortgage, taxes or other liens by Lessee, in addition to the right of any submortgage, taxes or other liens by Lessee, in addition to the right of required lessee shall also have the right to retain any rentals or royalties which may become due Lessor hereunder and to repay itself th from, 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. WITNESS OUR HANDS AND SEALS, this the	f utilized or sold. In the above described land than the entire and undivided fee simple estate therein, then the royalties and the proportion which lessor's interest bears to the whole and undivided fee; and this clause sha paid to continue this lease in effect during the primary term without drilling. free of cost, gas, oil and water produced on said land, also waste oil, for its operations thereon, except	and rentals all apply to
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 **arrayants and agrees the defend the title to the lands herein described and agrees that the Lessee shall have the right at any 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, an 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 surgetion herein granted, Lessee shall also have the right to retain any rentals or royalties which may become due Lessor hereunder and to repay itself the from, 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 mortget taxes or other liens was made. WITNESS OUR HANDS AND SEALS, this the	in 200 feet to the house or barn now on said premises, without the written consent of the Lessor, and by its operations to growing crops on said land. ime to remove all machinery and fixtures placed on said premises, including the right to draw and rem is assigned, and the privilege of assigning in whole or in part is hereby expressly allowed, the coven- ninistrators, successors, or assigns, but no change in the ownership of the land or assignment of rentals it the Lessee has been furnished with a written transfer or assignment, or certified copy thereof; and is signed as to a part or as to parts of the above described lands and the assignee or assignees of such parts.	ants hereof or royalties it is hereby art or parts
	arts of said lands upon which said Lessee of any assignee thereot shall make due payment of said reni to defend the title to the lands herein described, and agrees that the Lessee shall have the right a ortgage, taxes or other liens on the above described lands, in the event of default of payment by Less reof. In case of payment of any such mortgage, taxes or other liens by Lessee, in addition to the right we the right to retain any rentals or royalties which may become due Lessor hereunder and to repay is	tal. at any time sor, and be at of subro- itself there-
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63 g	100000	Bartsed, VIV	he solve reductive	c an the motion for BMAE (1	icare generalisma en e Si regressiva dal BIZCA COP	per ecce for 300% rations spail be	i al tim circio descrit processores vice cas	rra sessoi sa ebestua bec Hann sosogiilb alduzes
Con	taining	71 acres	i in the	gygregate sessed in mid we	i vojese pil don or c	ithes mineral to asse simils to re:	Common in termony (1966) Sin Pass Chain Timb (1967) Roman and Commons System	on mesone as tesse for somethe diligence until untitles at a lesser deput tire acrosse dereinhelm the brane of this agre- apply to not be affective
ur isələrdə ildələr Vansayadə ildələri Madaləri	propaga wardole il	has not sake	eted and elected	j po resteva - 11445 tr Laboral Bassalinesh er B	Control to be paid in	n swiden to hotel th	pes deserve as force to t	pre-representation of the presentation pre-
ar ar timer i		M be decreas	urā propratikanistāt kai	tida Nationalesias et 1979	action on the nart	of the lessor or	the lessee, and with	out the execution of a
idditional 11	instrument, b	e continued i	n force in accor of the obligatio	rdance with all of i	ts terms and provisi by Lessee as herein	ions. iabove set out, o	f the royalties hereit es demise, lease and	provided for, and of the let, exclusively unto t
or other geo	ological or geo	physical devi	ice or method, a	and with the right of way and easem	ents for pipe lines,	telegraph and t	elephone lines, tank	s, power houses, station
asinghead asoline pla enient for								
It is a	agreeu mat u	mary 18	<u>, 1940</u>	hereina	fter called "primary lies of production a	r term" and as l re fulfilled.	ong thereafter as oil	, gas or other minerals
(1) 7	To deliver to t	he credit of I	essor, free of co	ost, in the pipe line	to which he may co	Diffiect Itis weres	the equal one-eight Id or utilized off th	h part of all oil produc e premises or used in t
manufactur	Le or Sasonme c	of Other Proce		become other a	ts betelroles (seese	the rate of	* *** *** ****************************	e premises or used in t cluding gasoline, wheth cents per 1,000 cubic fe gas from a well capable quarterly for such time being produced from so
same be reco corrected to producing f	overed by drip o 2 lbs. above gas only is no	assumed atm t being sold o	ospheric pressuor utilized off the	re of fourteen and e premises, Lessee s upon such paymen	seven tenths (14.7 lb shall pay Lessor at t at by Lessee to Lesso	he rate of \$200.0 or, it will be con	o per year, payable of sidered that gas is leadered that gas is leadered.	gas from a well capable quarterly for such time being produced from s incipal dwelling house
premises, a	and it any imailing royalty	on such mine	rals in kind or	value at Lessee's el	ection. Thy depositing said	monies to the c	redit of Lessor in th	e Bank hereinafter nan
Lesse	og may bay an	i rojanoj			and ather mineral	le herennder sha	II be due and payab	le in the following prop
One- If dri	eighth by Lea illing operation	sor and sever	n-eights by Less mmenced on sai	see. id land on or befor dess Lessee shall pa	e thev or tender to Lesson	day or to the gredit	of Lessor in	ch bank is Lessor's age s (\$ 17.775 ed. Thereafter, annua is of twelve months du to said bank, on or bei und. Notwithstanding ed stell be birding on
this lease s	hall them ter	n Count	# 700	Bank at	207 3216	CTO & ALBUC	(whi	ch bank is Lessor's age
the sum of (hereinafte in like mar	er called 'ren nner, and upo	al"), which s n like payme	hall extend for ots or tenders,	twelve months the	time within which of drilling operation of drilling operation of the check or draft of L	drilling operatio ons may be furth essee mailed or c	ns may be commend er deferred for period lelivered to Lessor or	is of twelve months dure to said bank, on or being and. Notwithstanding and shall be binding on
such date of	of payment. D 1. change of 0	rilling operat livision in the	e ownership of	said land, the pay	ments or tenders of	rental in the na should fail, liqu	idate or be succeede	d by another bank, Les
successors, shall not b executed a	s, assigns of le be held in defa and acknowled	ult for failure iged, naming	to make such I another bank s	payments or tender as agent to receive	s until thirty days at such payments or te tranted to date when	nders. And it is n said rental is	understood and agr payable as aforesaid	eed that the considerate but also lessee's option
extending above name	that period as ned or place of	aforesaid, an f record a rele	d any and all ot ase or releases o	ther rights herein c covering any portio	onterred. Lessee ma n or portions of the s case surrendered, at	above described ad thereafter the	premises and thereb rentals payable her	y surrender this lease 2 eunder shall be reduce:
such porti	ction that the	acreage cove	red hereby is re	duced by said relea	se or releases. correed that if lesse	e has continued	this oil, gas and mi	neral lease in force bey
) the explor	tation betroo	y urama so loce	as is conducting	drilling operation	s on the above descr	uped isno or on	Some trace or time.	any boundary of which als in paying quantitie at of one well as a dry
said land and the c	commenceme	nt of operation	ons for the dril	ling of another we	ill. 1 a well drilled on th	ne above describe	ed land, as an oil we	Il capable of producing
ner day fo	or thirty (30) c	onsecutive da	ys, this lease sh	all terminate on the	ie next ensuing rent have described land.	ai paying date a or pays or tend	ers the rental herein	above provided for on s
part of the If p	prior to the d ed thereby, if	iscovery of oil Lessee, on o	l, gas, suiphur or before the ne	or other minerals	on said land Lessee paying date comme or or other minerals	nces further dri the production	lling operations or thereof should cease	commences or resumes e from any cause, this
shall not	be terminate	d thereby if	Lessee commen	ces additional drill	ing operations with the next ensuing re	ental paying date	or fulfills the oblig	ations in lieu of drilling
drilling or	perations ther	eon, this least	e shall remain ir as oil, gas, sulp	n force so long as dr hur or other miner	illing operations are als are or can be pro-	duced from any	well on said land, br	it if such well, being di to commence other dri
when the	primary terms, within sixt minerals and	n expires, sh y days from t in like manne	ould have to be he completion or ir this lease may	e anandoned or shor abandonment of the maintained in	such attempt, for d existence after the p	rilling of another rimary term by elapse between	r well on said land it the drilling of other the completion or ab	n search of oil, gas, sul, wells until oil, gas, sul, andonment of one well walue of such oil at the ssee shall pay Lessor dy
or other t	minerals are f uning of opera is agreed tha	ound in payir tions for the t if at any tir	ng quantities, p drilling of anot ne or times here	rovided not more t her. after, oil is being p	roduced and sold off	the leased premi	ses and the market but in such case Le	value of such oil at the ssee shall pay Lessor du
shall be l	less than One	Dollar (\$1.06)	per barrel, Less	see may discontinu \$500.00) Dollars per	e the production and vear, payable mont	hly as royalty,	nd so long as such I	ien royalty is paid, said
to Lessor	r an equal one said Lessor ow	ns a less inte	rest in the abov	re described land th	an the entire and u	<u>ndivided fee sim</u> of to the whole a	nd undivided fee; an	r sources, and agrees to en the royalties and re ed this clause shall app
herein pr	ovided shall to ude any amou ssee shall hav	e paid the le nts which m e the right to	ssor only in the ay be paid to co use, free of cos	proportion which in intinue this lease ir it, gas, oil and wate	lessor's interest beau a effect during the pa er produced on said	rimary term wit land, also waste	hout drilling. oil, for its operations	d this clause shall app thereon, except water
	Lessor. hen requested	by Lessor, L	essee shall bury	its pipe lines below	v plow depth. rn now on said prem	rises, without th	e written consent of	the Lessor.
					and fixtures placed of	on said premises		lowed the covenants h
No Les Les	ssee shall have	e the right at	harata in greion	ed and the privile	e of assigning in w	hole or in part i	s hereby expressly at	nment of rentals or rov
No Les Les shall exte shall be I	essee snall pay essee shall have the estate of end to their he binding on the	e the right at elther party l eirs, executori de Lessee unti	hereto is assigne s, administrator il after the Less be assigned as	ed, and the privilers, successors, or assee has been furnish to a part or as to p	signs, but no change ned with a written to parts of the above do	In the ownershi ransfer or assign escribed lands at	ment, or certified could the assignee or as	opy thereof; and it is h signees of such part or
No Les Les Shall exte Shall be l agreed in shall fail	essee shall pay essee shall have the estate of end to their he binding on th n the event th	the right at either party leirs, executors to Lessee unti- tis lease shall tult in the pay	hereto is assigned as a dministrator is after the Lesse be assigned as yment of the pr	ed, and the privilers, successors, or assee has been furnish to a part or as to proportionate part of	signs, but no change ned with a written to earts of the above do the rents due from	ransfer or assign escribed lands at him or them, st	p of the land of assig iment, or certified co nd the assignee or as ich default shall no shell make due pay	opy thereof; and it is h signees of such part or it operate to defeat or ment of said rental.
No Les Les Shall exte Shall be l agreed in shall fail	essee shall pay essee shall have the estate of end to their he binding on th n the event th	the right at either party leirs, executors to Lessee unti- tis lease shall tult in the pay	hereto is assigned as a dministrator is after the Lesse be assigned as yment of the pr	ed, and the privilers, successors, or assee has been furnish to a part or as to proportionate part of	signs, but no change ned with a written to earts of the above do the rents due from	ransfer or assign escribed lands at him or them, st	p of the land of assig iment, or certified co nd the assignee or as ich default shall no shell make due pay	opy thereof; and it is he signees of such part or it operate to defeat or ment of said rental.
No Les Les If 1 shall extend in shall be least this least to redeer subrogat gation he	ssee shall pay ssee shall hav the estate of end to their h binding on th n the event th l or make defa e in so far as i essor hereby m for Lessor, i ted to the righ erein granted,	e the right at either party I eirs, executors is lease shall sult in the pay t covers a par covers a par to y payment, a ats of the hold Lessee shall a	hereto is assignes, administrator il after the Less be assigned as yment of the preto parts of sai agree to defend and the preto parts of sai agree to defend a defend and the property of the preto parts of sai agree to defend and the preto. In class have the right and the preto parts of the preto	ed, and the privileters, successors, or asee has been furnish to a part or as to reportionate part of diands upon which the title to the laxes or other liens of the to retain any retain the law the sease of payment of the to retain any retain the law Lesse shall he	signs, but no change and with a written to sarts of the above de the rents due from a said Lessee or any ands bessie desorbe any such mortgage, not also or royalties where the same effect as the same effect as day of	in the ownershing ransfer or assight scribed lands at him or them, so assignce thereof agrees a diands, in the taxes or other libich may become if paid to the L.	p of the land of assig- ment, or certified co not default shall no shall make due pay hat the Lessee shal event of default of ens by Lessee, in ad e due Lessor hereum essor in whose behal	py thereof; and it is he signees of such part or to operate to defeat or a ment of said rental. I have the right at any payment by Lessor, at dition to the right of sider and to repay itself the payment of any mort
No Les Les If: shall exte shall be l' agreed in shall fail this lease to reder subrogat gation be from, an taxes or	ssee shall have ssee shall have the estate of end to their h binding on the of the event the lor make defa se in so far as is m for Lessor, I ted to the right erein granted, and the retention other liens v ITNESS OUR	e the right at either party I effre, executions to Lesse until sold the less shall the lesses that to the lesses that to the lesses that a to the hold Lesses shall a on of such rerivas made. HANDS AND	hereto is assign, administrator il after the Less be assigned as yment of the pret or parts of sai agree to defend any mortgage, ta der thereof. In calso have the right also royalties of SEALS, this the	ed, and the privileters, successors, or asee has been furnish to a part or as to reportionate part of diands upon which the title to the laxes or other liens of the to retain any retain the law the sease of payment of the to retain any retain the law Lesse shall he	signs, but no change ned with a written to sarts of the above de the rents due from a said Lessee or any sanda lesses describe any such mortgage, ntals or royalties where the same effect as	in the ownershing ransfer or assight scribed lands at him or them, stassignee thereof added agrees diands, in the taxes or other little may become if paid to the L	por the land of assigned on the assignee or as ich default shall no shall make due pay that the Lessee shall event of default of ens by Lessee, in ade due Lessor hereum essor in whose behall	opy thereof; and it is h signees of such part or it operate to defeat or ment of said rental.

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*********	MENT made and entered into the	
reinafter called "I	essor" (whether one or more), and Union Proc	include Company
reinafter called "L Lessor in cons	essee," WITNESSETH:	by Lessee to make or have made a geological, geophysical, torsion balance, ure or structures favorable for the occurrence of oil, gas and other minerals
hand paid, the receismic, Magnetomet	eipt of which is hereby acknowledged, and of the agreement l ter, electrical or other examination for the presence of structi	by Lessee to make or have made a geological, geophysical, torsion balance, ure or structures favorable for the occurrence of oil, gas and other minerals
, or in the vicinity onths from the dat	of, the hereinafter described land, hereby grants the Lessee te hereof (hereinafter called the "exploration period") and a	e the exclusive right to make such examinations for a period ofSs long thereafter as this lease remains in force, on the following described
ad in the County o	M Baldwin State of A	Alabama, to-wit:
est half of	f Northwest Quarter; Northwest Quar	rter of Southwest Quarter; Northeast Quarter
of Southwest	t Quarter	half of Southeast Quarter of Southwest Quar
Section	, Township & South	Range 2 1851 contain 155 acres, whether the same be more or less
the vicinity of said	d land, lessee may continue this oil, gas and mineral lease i	examination that there are favorable oil, gas or mineral indications on or n force beyond the exploration period hereinabove provided for in according to the exploration period hereinabove provided for in according to the show months from the date hereof, beginning or causing ome part of the above described land or on some tract of land any bound-
be begun operation	ns for the drilling of a well for oil, gas or other minerals on su	ome part of the above described land or on some tract of land any bound- cribed land, or by paying or tendering to lessor or to the credit of lessor in
a danneitam harois	nafter named in the same manner as the annual rentals he	reinafter provided for the sum of INSILV-LIVE VEHUS
lect and elect to re	Teoliais (\$) per acre for such of the above described acreage as lessee may ed, such operations shall be prosecuted with reasonable diligence until a
pth of	feet is reached in said well unless alt, igneous rock or other impenetrable formation is encou	s oil, gas or other mineral is found in paying quantities at a lesser depth, ntered. If lessee elects to retain less than the entire acreage hereinbefore
scribed, lessee sha ent all acreage wh the series	ill at the time the selection of acreage is mage, execute and ich it has not selected and elected to retain. And the term to not so released and the annual rental hereinafter provided	deriver to lessor a written release, releasing from the terms of this agree- is of this agreement as hereinafter set forth shall apply to and be effective to be paid in order to hold this lease in force in the absence of production
drilling operation Upon the com	is shall be decreased proportionately. mencement of such operations for the drilling of a well, or t	he tender or payment of the sum above set out, within the time specified,
is oil, gas and mit ditional instrume Lessor, for and	neral lease shall automatically and without further action nt, be continued in force in accordance with all of its term I in consideration of the obligations to be performed by Les	on the part of the lessor of the lessee, and without the execution of any s and provisions. see as hereinabove set out, of the royalties herein provided for, and of the
enants and agree d Lessee the land	ments hereinafter contained, has demised, leased and le hereinabove described with the exclusive right of exploring	the tender or payment of the sum above set out, within the time specified, on the part of the lessor or the lessee, and without the execution of any s and provisions. see as hereinabove set out, of the royalties herein provided for, and of the et, and by these presents does demise, lease and let, exclusively unto the g for mineral indications and to employ therein torsion balance, seismic ating for and producing therefrom oil, gas and other minerals, including r pipe lines, telegraph and telephone lines, tanks, power houses, stations, s and any and all other rights and privileges necessary, incident to or continuing casinghead gas and casinghead gasoline. The period hereinbefore set out, and for a term of five years from and after the continuing tender of the period hereinbefore set out, and for a term of five years from and after the continuing tender of the period tender of the property of the period tender of the pe
otner geological o singhead gas and soline plants and f	a geophysical acrace of inclines, and with the right of oper casinghead gasoline, with rights of way and easements for fixtures for producing, treating and caring for such products	r pipe lines, telegraph and telephone lines, tanks, power houses, stations, and any and all other rights and privileges necessary, incident to or con-
ient for the econo It is agreed th	omical operation of said land, for oil, gas or other minerals at this lease shall remain in force during the exploration	, including casinghead gas and casinghead gasoline. period hereinbefore set out, and for a term of five years from and after
y of them is produ	uced from said land by Lessee, or the obligations in lifer of p	or officially term and as long thereafter as on, gas or other minerals or oroduction are fulfilled.
(1) To deliver	To the creat of Lessor, free of cost, in the pipe line to whic	II II III ON PRODUCE III WORKS, SHE ENGLISH VINE WE WIN ON PRODUCED
(2) To pay Le	essor for all gas (whether casinghead gas or otherwise) product therefrom. I/8th of the value of such gas	suced from said, land and sold or utilized off the premises or used in the set the mouth of the well in its natural state (including gasoline, whether accurated at the rate of 1990 and 1990 are to 1990 and 1990 are to 1990 are to 1990 and 1990 are to 1990 ar
		alculated at the rate of
d. Lessor shall h	ave 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
(3) To pay to emises, and if any	the Lessor as royalty the sum of fifty cents (50c) per long to minerals other than oil, gas and sulphur are found and p	isc. on (2240 pounds) for all sulphur produced and marketed from said leased produced from said land, the Lesser shall deliver or pay to the Lessor the
ual prevailing roys Lessee may pa		ositing said monies to the credit of Lessor in the Bank hereinafter named
Depository. All taxes levied ons:	i on the severance or production of oil, gas, sulphur and ot	her minerals hereunder shall be due and payable in the following propor-
One-eighth by If drilling oper		18 th day of January 19 47
is lease shall them Releas	terminate as to both parties, unless Lessee shall pay or tend	ler to Lessor or to the credit of Lessor in
e sum of	rental'), which shall extend for twelve months the time wit	Dollars (\$ \$\overline{5}\overline{5} = 75\overline{5}\
like manner, and e primary term. The	upon like payments or tenders, the commencement of drilli he payments or tenders of rental may be made by the check of the brilling operations becomed shall be deemed to be comme	ing operations may be further deterred for periods of twelve months during or draft of Lessee mailed or delivered to Lessor or to said bank, on or before enced when the first material is placed on the ground. Notwithstanding any
ccessors, assigns o	or legal representatives of Lessor. If such bank (or any succe	essor bank) should fail, liquidate or be succeeded by another bank, Lessee
all not be held in d ecuted and acknow et recited herein.	lefault for failure to make such payments or tenders until the wiedged, naming another bank as agent to receive such pay: the down payment, covers not only the privilege granted t	sirty days after Lessor shall deliver to Lessee an instrument in writing duly ments or tenders. And it is understood and agreed that the consideration o date when said rental is payable as aforesaid, but also lessee's option of Lessee may at any time execute and deliver to Lessor or to the depository ions of the above described premises and thereby surrender this lease as to endered, and thereafter the rentals payable hereunder shall be reduced in asses.
tending that period ove named or place	d as aforesaid, and any and all other rights herein conferred. e of record a release or releases covering any portion or port	Lessee may at any time execute and deliver to Lessor or to the depository ions of the above described premises and thereby surrender this lease as to
ch portion or port e proportion that Notwithstand	tions and he relieved of all obligations as to the acreage sur- the acreage covered hereby is reduced by said release or rele ing the other provisions of this lease, it is expressly agreed t	endered, and thereafter the remais payable hereunder shall be reduced in asses. that if lessee has continued this oil, gas and mineral lease in force beyond
yante on sauu teas	is as long as resses is compacting arming obstations on the	that if lessee has continued this oil, gas and mineral lease in force beyond shall continue in full force and effect and no rental shall become due and above described land or on some tract of land any boundary of which lies
id land or within	such distance thereof, with intervals of not more than 120	prior to the discovery of oil, gas, or other minerals in paying quantities on 0 days between the completion or abandonment of one well as a dry hole
Provided that	upon the completion of any such well, other than a well do	rilled on the above described land, as an oil well capable of producing one r a gas well capable of producing one (1) million cubic feet or more of gas well capable of producing one (1) million cubic feet or more of gas the constitution and test of said well project
or before such da	ite, Lessee commences drilling operations on the above descri	isuing rental paying date after the completion and test of said well, unless ribed land, or pays or tenders the rental hereinabove provided for on such
If prior to the minated thereby.	e discovery of oil, gas, sulphur or other minerals on said b . if Lessee, on or before the next ensuing rental paying da	and Lessee should drill a dry hole or holes thereon, this lease shall not be ate commences further drilling operations or commences or resumes the production thereof should case from any cause, this lease
il not be termina	ated thereby if Lessee commences additional drilling opera- nes the payment or tender of rentals on or before the pext.	r minerals the production thereof should cease from any cause, this lease tions within sixty days thereafter, or (if it be within the primary term) ensuing rental paying date, or fulfills the obligations in lieu of drilling or
duction. If at th	te expiration of the primary term oil, gas, sulphur or other the	minerals have not been found on said land, but Lessee is then engaged in tations are prosecuted, and, if they result in the finding of oil, gas, sulphur can be produced from any well on said land, but if such well, being drilled
	term expires, should have to be abandoned or should be a ixty days from the completion or abandonment of such atte	mpt, for drilling of another well on said land in search of oil, gas, sulphur
en the primary t erations, within si	nd in like manner this lease may be maintained in existence are found in paying quantities, provided not more than sixty exercises for the drilling of another.	after the primary term by the drilling of other wens until oil, gas, sulphur days shall elapse between the completion or abandonment of one well and
en the primary t erations, within si other minerals ar other minerals ar	eranous for the arming or another.	The state of the s
en the primary terations, within si other minerals ar other minerals ar e beginning of op tris agreed t	hat if at any time or times hereafter, oil is being produced at	duction and sale of said oil, but in such case Lessee shall pay Lessor during
en the primary terations, within si other minerals an other minerals are beginning of option it is agreed the less than Orch discontinuance wells shall be held	hat if at any time or times hereafter, oil is being produced ar ne Dollar (\$1.00) per barrel, Lessee may discontinue the prod e at the rate of Five Hundred (\$500.00) Dollars per year, pay d wells producing oil in paying quantities.	fuction and sale of said oil, but in such case Lessee shall pay Lessor during rable monthly as royalty, and so long as such lieu royalty is paid, said well
een the primary terations, within is other minerals an other minerals are beginning of open it is agreed the same of the same	hat if at any time or times hereafter, oil is being produced ar ne Dollar (\$1.00) per harrel, Lessee may discontinue the prod e at the rate of Five Hundred (\$500.00) Dollars per year, pay d wells producing oil in paying quantities. all have the exclusive right to take all weste oil, from its ow one-eighth thereof, if utilized or sold. owns a less interest in the above described land than the en	fuction and sale of said oil, but in such case Lessee shall pay Lessor during rable monthly as royalty, and so long as such lieu royalty is paid, said well on wells, or coming on this property from other sources, and agrees to pay tire and undivided fee simple estate therein, then the royalties and rentals
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(i) To define to this calls of a lease, the est cost, in the gipe like it which he may connect his wells, the equal consequents part of all off profits of said and said from the control of the cost of the profits of the said and said from the cost of the profits of the said and said from the cost of the profits of the said and said from the cost of the profits of	It is agreed that this lease shall	remain in force during the expi	oration period nereinbe	tore set out, and for a term of	nve years from and
(1). To deliver to the credit of Lessor, free of cort, in the pipe line to which he may connect his wells, the equal one-eighth part of all oil process. The process of the process of product of the process of the process of the product of the product of the process of the product of the product of the product of the process of the product of the pro	in consideration of the premises	the said Lessee covenants and	agrees:		
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and hand by making his own connectons with the well it has own rich and expense. 1249 pounds) for all sulphur produced and marketed from each premises, and if any mineral deliver or pay to the Less usual prevailing royalty on such mineral in kind or value at Lessee's skection, positing said monies to the credit of Lessor in the Bank hereinafter as a Depointor, and the produced from asid all monies to the credit of Lessor in the Bank hereinafter as a Depoint of the Less of the Control of the Contr	corrected to 2 lbs. above assumed atmos producing gas only is not being sold or	pheric pressure of fourteen and utilized off the premises, Lessee	seven tenths (14.7 lbs.) shall pay Lessor at the r	pounds per square inch. While ate of \$200.00 per year, payable	gas from a well capab quarterly for such tin
(a) To pay to the Lessor as royalty che sum of striy cents (50) per Joing too. (224) pounds) for all subplur produced and marketed from easily the sum of providing such marketed from easily to the Lessor has pay any royalty or make any other payment due Lessor by depositing said monies to the credit of Lessor in the Sank hereinafter as Desease may pay any royalty or make any other payment due Lessor by depositing said monies to the credit of Lessor in the Sank hereinafter as Desease the series on the severance or production of oil, gas, a suphur and other minerals hereased eshable to the series of					
as Lesse may joy any royalty or make any other payment due Lessor by depositing said monies to the resulted a these pries of the Bank hereinalter a Mall trave brief on the severance or production of oil, gas, suphur and other minerals hereunder shall be due and poyable in the following principles of the principles of	(3) To pay to the Lessor as royal premises, and if any minerals other th	ty the sum of fifty cents (50c) p an oil, gas and sulphur are four	er long ton (2240 pounds ad and produced from s) for all sulphur produced and aid land, the Lessee shall deliv	marketed from said le er or pay to the Lesso
to non-eight by Lessor and sever-sights by Lessor. If the following processor is a sever-sight by Lessor and sever-sights by Lessor. If the filling operations are not commenced on said land on or before the first little operations are not commenced on said land on or before the first little operations are not commenced on said land on or before the first little operations are not commenced on said land on or before the first little operations are not commenced as to both parties, unless Lessoe shall pay or tender to Lessor or to the credit of Lessor in the said that the said of the said that the s	Lessee may pay any royalty or ma	ils in kind or value at Lessee's el ike any other payment due Lesse	ection. or by depositing said mo	nies to the credit of Lessor in th	e Bank hereinafter na
If drilling operations are not commenced on said land on or before the Living of Lesson (which bank is Lessor's or the laces that them terminate as to both parties, unless lesses shall pay or tender to Lessor or to the cretic of Lesson (which bank is Lessor's or Lesson (Lesson (Lesson (Lessor))). The said of Lesson (Lesson (Lesson (Lessor)) and the said of Lesson (Lesson	All taxes levied on the severance c	-1414- X X			
Balder I. Country. Bank at Bay M. 1821. Country. Chercinster called 'rental'), which shall extend for twelve months the time within which drilling operations may be commenced. Therefore, and in like manner, and upon like payments or tenders, the commencement of drilling operations may be commenced. Therefore, and in like manner, and upon like payments or tenders, the commenced of the country	If drilling operations are not come	menced on said land on or before	e the	day of Sania	1 9
such date of payment. Belling operations hereunder shall be deemed to be commenced when the first material is placed on the ground. Notwithstanding devolution, change or division in the ownership of said liand, the payments or tenders of rental in the manner herein provided shall be binding of successors, assigns or legal representatives of Lestor. If such bonk for any successor bank should fail, includince to the succeeded by mother bank as signator to successors, assigns or legal representatives of Lestor. If such bonk for any successor bank should fail, includince to the succeeded by mother bank as signator to a successor, assigns of the successor of the suc	Baldwin County	Bank at	Dev Minetic,	Aleigna (whi	ch bank is Lessor's a
such date of payment. Belling operations hereunder shall be deemed to be commenced when the first material is placed on the ground. Notwithstanding devolution, change or division in the ownership of said liand, the payments or tenders of rental in the manner herein provided shall be binding of successors, assigns or legal representatives of Lestor. If such bonk for any successor bank should fail, includince to the succeeded by mother bank as signator to successors, assigns or legal representatives of Lestor. If such bonk for any successor bank should fail, includince to the succeeded by mother bank as signator to a successor, assigns of the successor of the suc	the sum of hereinafter called 'rental'), which sha	ill extend for twelve months the	time within which drilli	ng operations may be commend	s (\$2.st ed. Thereafter, annu
successors, assigns or legal representatives of Lessor. If such bank (or any successor bank) should fail, included or successor bank, a standard or successor bank, a standard or successor bank, a standard or successor bank, and a successor bank, a standard or successor bank, and a successor bank, and a successor bank of the succ	such date of payment. Drilling operation	is hereunder shall be deemed to b	e commenced when the f	irst material is placed on the gro	und. Notwithstanding
inst recited herein, the down payment, covers and only the privilege granted to date when said retrial is payable as addressed, plut also lesses a or provided or place of record a release or releases above named or place of record a release or releases above named or place of record a release or release or releases and thereby a release of the	successors, assigns or legal representati	ves of Lessor. If such bank (or a	ny successor bank) shou	ld fail, liquidate or be succeede	d by another bank, L
above named or place of record a release or releases covering any portion or portions and the relieved of all obligations as to the acreage surrecadered, and thereter the rentals pervalol hereunder shall be reduced. Notwithstanding the other provisions of this lease, it is expressly agreed that if lessee has continued this oil, gas and mineral lease in force be the exploration period by drilling operations as have inabove provided, this lease shall continue in full force and effect and no rental shall become due 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 within\$2.75.\$\text{\text{\text{All}}}.\text{\text{\text{ell}}} of any boundary of the said above described land, and prior to the discovery of oil, gas, or other mineral shall become due within\$2.75.\$\text{\text{\text{\text{ell}}}} of any boundary of which are the completion or abandonment of one well as a for the shall and or which such defaunced the completion of the shall and or which such defaunced that upon the completion of any such well, other than a well drilled on the above described land, as an oil well capable of producin lundred (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 prior day for thirty (30) consecutive days, this lease shall terminate on the next ensuing rental paying date draft the completion and test of said well, to 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 all day hole or holes thereon, this lease shall interminated thereby; if Lessee, on or before the next ensuing rental paying date commences for fulfills operations or commences or resume she payment or tender of rentals on or before the next ensuing rental paying date, or fulfills the obligations in lieu of drilling operations. If it is a provided that the proper	' first recited herein, the down payment	, covers not only the privilege g	ranted to date when sai	i rental is payable as aforesaid,	but also lessee's opti-
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 I lease has continued this oil, gas and mineral base in force by Northestanding the other provisions of this lease, it is expressly agreed that I lease has continued this oil, gas and mineral base in force by Maybel on said lease as long as lessee is conducting drilling operations on the above described land and prior to the discarder of one of the drilling of another well. We will remove the completion or abandonment of one well as a dry and the commencement of operations for the drilling of another well. We drilled on the above described land, as not well capable of producing one (1) million cubic feet or more than 120 days between the completion or abandonment of one well as a dry and the commencement of operations for the drilling of another well. We drilled on the above described land, as an oil well capable of producing one (1) million cubic feet or more 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, to no or before such data, Lessee commences drilling operations on the above described land, or pays or tenders the rental hereinabove provided for on or of the drever of oil, as, sulphur or other minerals on said land Lessee should drill a dry hole or holes thereon, this lease shall in terminated thereby, if Lessee, on or before the next ensuing rental paying date commences further drilling operations or commences or resum payment or tender of rentals. If after the discovery of oil, gas, sulphur or other minerals have observed, and, if they result in the finding operations, which is also an advantage of the discovery of oil, gas, alphur or other minerals have conduction thereof should cease from any cause, this shall not be terminated thereby if Lessee commences additional drilling operations within satty days from the completion or abandon	above named or place of record a release	e or releases covering any portion	or portions of the above	described premises and thereby	surrender this lease
the exploration period by drilling operations as hereinabove provided, this lease shall continue in 1111 force and effect and no rental shall become our payable on said lease as long as lesses is conducting drilling operations on the above described land or on some tract of land any boundary of which within. M.Z.I.G., miles of any boundary of the said above described land, and prior to the discovery of oil, gas, or other minerals in paying quantities, 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 producin indred (160) 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 per day for thirty (30) consecutive days, this lease shall terminate on the next ensuing rental paying data after the completion and test of said well, repaired to the discovery of oil, gas, sulphur or other minerals on said land Lesses should drill a dry hole or holes thereon, this lease shall terminate the temporary of the discovery of oil, gas, sulphur or other minerals on said land Lesses should drill a dry hole or holes thereon, this lease shall reminate the theory. If Lesse, on or hofer the next ensuing rental paying date 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 grant of the primary term oil, gas, sulphur or other minerals have not been found on said land, but Lesses is then engaged drilling operations thereon, this lease shall remain in force so long as drilling operations are found on said land, but Lesses is then engaged drilling operations thereon, this lease shall remain in force so long as drilling operations are prosecuted, and, if they result in the mining of oil, gas, sulphur or other minerals have not been found on said land, but it such well, being drilling operati	the proportion that the acreage covered Notwithstanding the other provis	I hereby is reduced by said releas sions of this lease, it is expressly	se or releases. agreed that if lessee has	continued this oil, gas and mi	eral lease in force be
said jand or within such distance thereof, with intervals of not more than 120 days between the completion or abandonment of one well as a dry and the commencement of operations for the drilling of another well. and the commencement of operation of operations for the drilling of another well. In a proper of the completion and the comple	the exploration period by drilling opera payable on said lease as long as lessee i	tions as hereinabove provided, ti is conducting drilling operations	nis lease shall continue i on the above described	n full force and effect and no re land or on some tract of land a	ntal shall become due my boundary of which
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 (1) million cubic feet or more 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, the payer of the lease of premises as a Lessee elects to retain hereunder he above described land, or pays or tenders the rental hereunders provided for on part of the leased premises as Lessee elects to retain hereunder he above described land, or pays or tenders the rental hereunder of part of the leased premises as Lessee elects to retain hereunder here and the lease of the lease of the lease of the lease of the rental 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 shall not be terminated thereby if Lessee commences additional drilling operations within sixty days thereafter, or (if it be within the primary commences of the terminated thereby if Lessee commences additional drilling operations are rental paying date commences of the commence of th	said land or within such distance ther and the commencement of operations	eof, with intervals of not more for the drilling of another wel	than 120 days between 1.	the completion or abandonmen	t of one well as a dry
on or before such date, Lessee commences drilling operations on the above described land, or pays or tenders the rental hereinabove provided for on part of the leased premises as Lessee elects to retain hereunders mentals are said land Lessee should drill a dry hole or boles therein, this lease shall terming the provided of the commences of the payment or or the minerals are drilling operations or commences or resume the payment or ender or tenders. If after the discovery of all, gas, subhur or other minerals the production thereof should cease from any cause, this shall not be terminated thereby if Lessee commences additional drilling operations within stry days thereafter, or (if it be within the primary commences or resumes the payment or or tenders the rent ensuing rental paying date, or fuffills the obligations in lieu of drilling 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 engag drilling operations thereon, this lease shall remain in force so long as drilling operations and, if they result in the finding of oil, gas, sulphur or other minerals have not been found on said land, but it such well, being do greations, within sixty days from the completion or abandomment 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, su or other minerals are found in paying quantities, provided not more than sixty days shall elapse between the completion or abandomment of one we the beginning of operations for the drilling of another. If a six discontinuance at the rate of Five Himded (556 may discontinuance at the rate of Five Himded (556 may discontinuance at the rate of Five Himded (556 may discontinuance at the rate of Five Himded (556 may discontinuance at the rate of Five Himded (556 may discontinuance) and the six of the said the less	Provided that upon the completi- hundred (160) or more barrels of oil pe	on of any such well, other than or day for thirty (30) consecutive	a well drilled on the abo e days or a gas well capa	tble of producing one (1) million	n cubic feet or more o
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 netrominated thereby, if Lessee, on or before the next ensuing rental paying date commences further drilling operations or commences or resumpayment or tender of rentals. If after the discovery of oil, gas, sulphur or other minerals the production thereof should cease from any cause, this shall not be terminated thereby if Lessee commences additional drilling operations within sixty days thereafter, or (if it he within the primary 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 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, and 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 d 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, su or other minerals are found in paying quantities, provided not more than sixty days shall elapse between the completion or abandonment of one well the beginning of operations for the drilling of another. If said the said of the lessee of the primary term by the drilling of another value of such oil is being produced and sold off the lessed premises and the market value of such oil at the shall be less than One Dollar (3.1.00) per turnel, Lessee analy discontinue the production and sale of said oil, but in such case Lessee shall pay Lessor d such discontinuance at the rate of Five Hundred (\$594.00) Dollars per year, payable monthly as royalty, and so long as such lieu royalty is paid, said 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 or before such date, Lessee commende part of the leased premises as Lessee ele	ces drilling operations on the ab ects to retain hereunder.	ove described land, or pa	ys or tenders the rental hereins	bove provided for on
shall not be terminated thereby it Lessee commences additional drilling operations within sixty days thereafter, or (it if be within the primary for 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 production. If at the expiration of the primary term oil, gas, suphur or other minerals have not been found on said land, but Lessee is then engage drilling operations thereon, this lease is the said and the said of the primary term of the primary term expires, should have to be abandoned or should be a dry hole, then Lessee shall have the option to commence other dry 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 dry 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, su or other minerals are found in paying quantities, provided not more than sixty days shall elapse between the completion or abandonment of one well 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 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 of 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 or well be a dry here of the payable monthly as royalty, and so long as such lieu royalty is paid, said or well all here the drilling of the proportion which lessor's interest bears to the undivided fee and this clause shall appear to the payable payable monthly as royalty, and so long as such lieu royalty is paid, said or well all the payable payable to excent the payable payable payable payable monthly as royalty, and so	If prior to the discovery of oil, g	as, sulphur or other minerals of	aving date commences t	further drilling operations or c	ommences of resume
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 engaging 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 do when the primary term by the option to commence other droperations, within sixty days from the completion or abandoned or should be a dry hole, then Lessee shall have the option to commence other droperations, within sixty days from the completion or abandonment of such attempt, for drilling of another. The interest are found in paying quantities, provided not more than sixty days shall elapse between the completion or abandonment of one well 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 do such 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 do reall 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 do reall 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 do reall 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 Lesser 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 royal real states of the result in the result in the proportion which lessor's interest bears to the whole and undivided	shall not be terminated thereby it Less	see commences additional drilling tender of rentals on or before t	ig operations within six he next eneming rental :	ty days thereafter, or (if it be '	Within the primary t
when the primary term express, should have to be abandoned or should be a dry hole, then Lessee shall have the option to commence other or 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, su 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, su or other minerals are found in paying quantities, provided not more than sixty days shall elapse between the completion or abandonment of one well 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 shall be less than One Dollar (31.00) per barrel, Lessee may discontinue the production and sale of said oil, but in such case Lessee shall pay Lessor of such discontinuance at the rate of five Hundred (3598.00) Dollars per year, payable monthly as royalty, and so long as such lier royalty is paid, said 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 to Lessor an equal one-eighth thereof, if utilized or sold. 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 to Lessor and equal one-eighth thereof, if utilized or sold. The Lessee shall have the right to last in the proportion which lessor's interest bears to the whole and undivided fee; and this clause shall app 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 luse, free of cost, gas, oil and water produced on said premises, without the written consent of the Lessor. When requested by Lessor, Lessee shall buy its pipe lines bel	production. If at the expiration of the drilling operations thereon, this lease sh	primary term oil, gas, sulphur o ali remain in force so long as drif	or other minerals have n ling operations are prose	ot been found on said land, but cuted, and, if they result in the	Lessee is then engage anding of oil, gas, sul
or other minerals and in the manner this lease may be maintained in existence arter the primary term by the drilling of or other minerals are found in paying quantities, provided not more than sixty days shall elapse between the completion or abandonment of one well the beginning of operations for the drilling of another. If 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 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 as 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 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 the said Lessor own said the interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and reherein provided shall be held wells of Lessor only in the proportion which lessor's interest bears to the whole and undivided fee; and this clause shall any 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 wells of Lessor. Wells of Lessor. Wells of Lessor. Wells of 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 have the right at any time to remove all machinery and fatures placed on said premises, including the right to draw and remove constitutions and the said of each of either party hereto is assigned, and the privileg	operations, within sixty days from the c	d have to be abandoned or sho completion or abandonment of s	uld be a dry hole, then uch attempt, for drilling	Lessee shall have the option to of another well on said land in	search of oil, gas, sul
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 shall be leed in the rate of Five Hundred (\$500.00) Dollars per year, payable monthly as royalty, and so long as such lieu royalty is paid, said 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 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 reherein 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 app 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 wells of Lessor. When requested by Lessor, Lessee shall bury its pipe lines below plow depth. No weils 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 have the right at any time to remove all machinery and fixtures piaced on said premises, including the right to draw and remove compact of the server of the store of either party hereto is assigned, and the privilege of assigning in whole or in part is hereby expressly allowed, the covenants he shall extend to their heirs, executors, administrators, successors, or assigns, but no change in the ownership of the land or assignment of rentals or roys 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 he agreed in the event this lease shall be assigned as to a part or as to	or other minerals and in like manner to or other minerals are found in paying q	us lease may be maintained in ei uantities, provided not more tha	ustence after the brimar	v term by the ariling of other w	ens untu on, eas, sur
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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 reherein 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 and under the right to use, free of cost, gas, oil and water produced on said land, also waste oil, for its operations thereon, except water 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 have the right at any time to remove all machinery and fixtures piaced on said premises, including the right to draw and remove consents in the essee of either party hereto is assigned, and the privilege of assigning in whole or in part is hereby expressly allowed, the covenants he shall extend to their heirs, executors, administrators, successors, or assigns, but no change in the ownership of the land or assignment of rentals or roy 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 a greed in the event this lease shall be assigned as to a paet or as to parts of the above described lands and the assigned or assignees of such part or 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 this less 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 waxants and afters to defend the title to the lands herein described, and agrees that the Lessee, in addition to the right of signation herein granted. Lessee shall also have the right to retain any rentals or royalties which may become due Lessor he	or wells shall be held wells producing of The Lessee shall have the exclusion	il in paying quantities. ve right to take all waste oil, fro			(4) \$45.45 \$4.45 \$4.45 \$1.55 \$1.
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	Lessor in hand paid seismic, Mag on, or in the	in consideration of	reby acknowledged, and her examination for the er described land, hereb fter called the "explorat	of the agreement presence of struct y grants the Lesse ion period") and a	by Lessee to mak ure or structures e the exclusive ri as long thereafter	e or have made a geological, geographic favorable for the occurrence of oight to make such examinations as this lease remains in force, or	hysical, torsion balance, l, gas and other minerals
	East 1	alf of Southwe	st Quarter				et .
	of Section	· 30 · · · · · · · · · · · · · · · · · · ·		2 South		Rance 4 Zast	
	and for rents than the est In the in the vicini ance with al to be begun	al paying purposes and alimated acreage, event lessee concludes frey of said land, lessee may I the terms and provision operations for the drilling	other purposes of this om such geological, geo continue this oil, gas a s hereof, by, prior to the of a well for oil, gas or	physical or other and mineral lease in the expiration of	examination that in force beyond the some part of the some cribed land, or him.	t there are favorable oil, gas or a the exploration period hereinabout the exploration from the date here above described land or on some to paying or tendering to lessor of	nineral indications on or re provided for in accord- of, beginning or causing tract of land any bound- to the credit of lessor in
		TE comments	Doll	well are commen) per	acre for such of the above descri lons shall be prosecuted with res	bed acreage as lessee may sonable diligence until a
	depth of or unless cap described, le ment all act	p rock, sait, igneous rock ssee shall at the time the cage which it has not selected	feet is reached or other impenetrable i selection of acreage is cted and elected to retreat the annual rental h	in said well unles ormation is encou made, execute and	s oil, gas or othe intered. If lessed i deliver to lesson	or mineral is found in paying que elects to retain less than the er a written release, releasing from ent as hereinafter set forth shall der to hold this lease in force in t	intities at a lesser depth, tire acreage hereinbefore the terms of this agree- annly to and be effective
	or drilling o Upon this oil, cas	perations shall be decrease the commencement of suc- and mineral lease shall s	sed proportionately. The operations for the dri- nutomatically and with	illing of a well, or a out further action	the tender or pay on the part of	ment of the sum above set out, the lessor or the lessee, and with	within the time specified, nout the execution of any
	Lessor covenants at said Lessee or other geo- casinghead s	, for and in consideration nd agreements hereinafte the land hereinabove desc logical or geophysical dev gas and casinghead gasoli	of the obligations to be or contained, has demi- ribed with the exclusiv- ice or method, and with ne, with rights of way	e performed by Les sed, leased and I e right of explorin h the right of oper and easements for	see as hereinabo et, and by these of for mineral in rating for and pr r pipe lines, tele	ve set out, of the royalties hereing presents does demise, lease and dications and to employ thereing therefrom oil, gas and graph and telephone lines, tank lother rights and privileges necenghead gas and casinghead gas olfore set out, and for a term of it	a provided for, and of the let, exclusively unto the torsion balance, seismic other minerals, including s, power houses, stations, sarv, incident to or con-
	any of them	is produced from said lar	1940 of by Lessee, or the obli	, hereinafter cal gations in lieu of	led "primary ter production are fu	m'' and as long thereafter as oil dfilled.	gas or other minerals or
	(1) T and saved fr (2) T	o deliver to the credit of I com said leased premises. o pay Lessor for all gas (v	essor, free of cost, in the	or otherwise) pro	duced from said,	ct his wells, the equal one-eight land and sold or utilized off the f the well in its natural state (inc	premises or used in the
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10	said land by (3) T premises, ar usual prevai	making his own connection on any to the Lessor as roy and if any minerals other thing royalty on such mine may pay any royalty or n	ons with the well at his alty the sum of fifty ce han oil, gas and sulph rals in kind or value at nake any other paymen	own risk and exper nts (50c) per long ur are found and Lessee's election. t due Lessor by de	ise. ton (2240 pounds produced from s positing said mor	 for all sulphur produced and n aid land, the Lessee shall deliven nies to the credit of Lessor in the 	narketed from said leased t or pay to the Lessor the Bank hereinafter named
	√ tione•	res levied on the severance				reunder shall be due and payabl	
N.	this lease sh	ing operations are not con all them terminate as to b Balania Cour	ooth parties, unless Less	ee shall pay or ten Bank at	der to Lessor or t	day of NATHER of the credit of Lessor in (whice	h bank is Lessor's agent)
J.	the primary such date of	term. The payments or te payment. Drilling operati	nders of rental may be toons hereunder shall be d	nade by the check eemed to be comm	or draft of Lessee enced when the f	(whice treath of Descoration (whice the Commence of the Commen	to said bank, on or before and. Notwithstanding any
K.	successors, shall not be executed an first recited	assigns or legal representa held in default for failure d acknowledged, naming herein, the down paymer	tives of Lessor. It such to make such payments another bank as agent nt, covers not only the	bank (or any successor tenders until the conference such pay privilege granted to be a horsing conferred.	essor bank) shou hirty days after L ments or tenders to date when said Lasson may at	dd fail, liquidate or be succeeded essor shall deliver to Lessee an ir s. And it is understood and agred rental is payable as aforesaid, any time execute and deliver to Le described premises and thereby ereafter the rentals payable here	istrument in writing duly ed that the consideration but also lessee's option of esser or to the depository
	the proport Notwi the explorat	ion that the acreage cover ithstanding the other pro- ion period by drilling oper said lease as long as lesse	ed nereby is reduced by visions of this lease, it i rations as hereinabove ; e is conducting drilling	s and release of release sexpressly agreed provided, this lease operations on the	that if lessee has shall continue i above described	ereafter the rentals payable here continued this oil, gas and min full force and effect and no ren land or on some tract of land as overy of oil, gas, or other minera	eral lease in force beyond tal shall become due and ny boundary of which lies
	said land or and the cor Provide hundred (10	r within such distance the mmencement of operation ded that upon the complete of more barrels of oil	ereof, with intervals of as for the drilling of a ction of any such well, per day for thirty (30)	not more than 12 nother well. other than a well of consecutive days	lrilled on the abor a gas well capa	the completion or abandonment ove described land, as an oil well able of producing one (1) million gind date after the completion ar	capable of producing one cubic feet or more of gas id test of said well. unless
	on or before	such date, Lessee comme	nces drilling operations	on the above desc	ribed land, or pa	ys or tenders the rental hereinal ld drill a dry hole or holes there further drilling operations or conduction thereof should cease to days thereafter, or (if it be waying date, or fulfills the oblication.	bove provided for on such
	production. drilling oper or other mir	If at the expiration of the ations thereon, this lease nerals, so long thereafter a	e primary term oil, gas shall remain in force so s oil, gas, sulphur or otl	sulphur or other long as drilling ope minerals are or	minerals have n rations are prose can be produced	ot been found on said land, but cuted, and, if they result in the fi from any well on said land, but I seems shall have the oution to	Lessee is then engaged in nding of oil, gas, sulphur if such well, being drilled commence other drilling
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	and include Lesse- wells of Les When	e any amounts which may e shall have the right to u sor. I requested by Lessor. Less	be paid to continue thise, free of cost, gas, oil see shall bury its pipe li	is lease in effect du and water produc nes below plow de	iring the primary ed on said land, : pth.	he whole and undivided fee; and y term without drilling. also waste oil, for its operations t without the written consent of ti	hereon, except water from
	Lesse Lesse If the shall extend shall be bin agreed in th shall fail or this lease in	e shall pay for damages ca e shall have the right at an e estate of either party he i to their heirs, executors, iding on the Lessee until i re event this lease shall be make default in the payn so far as it covers a part	used by its operations by time to remove all m reto is assigned, and the administrators, success fifter the Lessee has bee assigned as to a part ent of the proportional or parts of said lands up	to growing crops of achinery and fixtune privilege of assigns, or assigns, but n furnished with a for as to parts of the part of the reuts on which said Les	n said land. res placed on said gning in whole or no change in the written transfer te above describe due from him of see or any assign	I premises, including the right to r in part is hereby expressly allo e ownership of the land or assign- r or assignment, or certified copy d lands and the assignee or assign t them, such default shall not ee thereof shall make due paym	draw and remove casing, wed, the covenants hereof nent of rentals or royalties thereof; and it is hereby nees of such part or parts operate to defeat or affect ent of said rental.
	to redeem for subrogated a gation herei from, and the	or Lessor, by payment, any to the rights of the holder n granted, Lessee shall also be retention of such renta) have the right to retai Is or rovalties by Lessee	n any rentais or re shall have the san	ve described fand mortgage, taxes o pyaities which m ne effect as if pai	is, in the event of default of pa or other liens by Lessee, in addi- ay become due Lessor hereunder d to the Lessor in whose behalf p	yment by Lessor, and be ion to the right of subro- and to repay itself there- ayment of any mortgage.
	WITNESS:		7		PP40044 EEY404++***		(Seal)
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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 20 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 30 day of July, 1938.

Judge.

A Woddare

IN THE NATION OF THE INCAME OF GAROLING G. HARRY, DECLARED.

IN THE CINCUIT COURT OF

BAIDWIN GOUNTY, AIARAMA,

IN HAUNTY NO.

Cases your petitioner, Charles H. Pfennig, as executor under the last will and testament of Caroline C. Harry, decessed, 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 Kaldwin County, Alabama, to this court.

Hore them aim months have clapsed 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.

Froceeding under the provisions of Article 2 of the original will, and also of the codicil dated January 23, 1020, petitioner has placed suitable headstones or markers over the graves therein mentioned, and has also paid Green Ridge Commetery, in secondance with said provisions, a sufficient sum to provide for the perpetual care of the John Rober cometery 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 25, 1928, and duly probated, it is provided as follows: "I want this put in my will.

To I should pass on before either Join or Mary Jane Mober, and alter all of my bills are paid and a marker for my mother gravek and one for Joes Johns Jove, and momey for perpetual care for John Mober'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. Them when they have spent all they have either in money or property then they can have of the principal but not until them. That is left of mine I want to go to those I mentioned in my Mill. I want Charles I. Pienniz as Trustee without Bonds, and if anything should happen to Mr. Přemniz would want the North-

Potitioner a owa that the eald Mary Jane Kober died before the death of the testatrix, but that the said John Rober is still living, and that petitioner has paid the income from the estate to the said John Rober as provided in said codicil. Petitioner Jurther shows that the said John Kober has now spent all that he bas, either in money or property, and that the said John Kober has demanded that petitioner pay over end 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 politioner wishes the court to construe said original will dated Jotober 27, 1928. the codicil thereto dated October 25, 1926, and the codicil therete dated Jamery 23, 1928, and instruct potitioner 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 essets of

said estate received by your petitioner as such executor have been converted into onah, as shown by the Itemized statement hereto attached and made a part hereof, except one Pfemig Ford No. NEETE, in the face amount of One Thousand Dollars (\$1,000.00) and certificates 120 and 200 of Fairhope Transportation and Excursion Company of a total per value of Three Hundred Dollars (5300.00), with 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 Fundred Minety-two and 21/100 Dollars (84,792.21), as shown by the itemized distances hereto attached and made a part hereof, and has expended in and about the administration of said ostate the sum of Three Thousand Minety-Seven and 13/100 (83,097,13), as shown by the itemized accounts and vouchers filed herowith and made a part heroof; leaving a balance in your petitioner's hands of the sum of One Thousand Six Rundred Minety-five and US/100 Dollars (\$1,695.08) in each, together with said bond and certificates hereinabove montilonaci

retitioner 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 Scorge W. Cober, a nephew (the son of William Cober, a deceased brother of testatrix), aged about 56 years, residing at Dilahoms City, Oklahoms. Potitioner 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 Hamsey, of Gity, Oklahoom. Mississippl.

Carrie Harry Miller, of Cody, Wyoming.
Elizabeth L. Gitzen (now Brasher), now of LaGrange, Ill.
Jos. Harry, of Burlington, Wisconsin
John Cober (Rober), of Kenosha, Wisconsin
Garries Schultz, of Fairhope, Alabama
George Harry,
Madeline Schultz, O. Yairhope, Alabama
Josephine Schultz, (now Josephine Hawke) of Fairhope, Ala.
Zone Bullamore, of Somers, Wisconsin
Garrie Swartz Abesch, of Somers, Wisconsin
Garrie Swartz Bose, of Somers, Wisconsin
Garrie Swartz Bose, of Somers, Wisconsin
Garrie Swartz Bose, of Menosha, Wisconsin
Galvation Army, of Gorporation, W. lath St., New York, N. Y.
Fairhope Methodist Episoopal Church, of Fairhope, Alabama
Gilliam Cober, of Kenosha, Wisconsin
Math Harry, of Silver Opeak, Mebraska
Charles H. Pfennis, of Kenosha, Wisconsin

Petitioner shows that in said codicil dated October 87, 1928. the bequests made in said original will to the said William Cohor and the said Nath Herry, 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 avere that all other persons hereinabove named other than Mary L. Sitzon, Cerrie Swartz Bose, Zone Bullamore and Estherine Schultz Kansey, 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 addreases 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, potitioner has been unable to accortain any further facts than those herein stated; and petitioner shows that he is informed and bolieves, and on such information and belief avers, that the residence of any such person is not in the State of Alabama.

THATER FOR FRODERIG

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

denur hereto within the time allowed by law and the rub s of this court.

PRAYER FOR MELLEY

letitimer 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 countssion for your politioner's services, and a reasonable atterneys! fee for the atterneys representing your potitioner in the administration of said estate and in these proceedings; that the court will furtheremetrue said original will and the occioils 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 band as much be relieved of all further liability; and that the court will great your politioner such other, further or different relief as he may be entitled to receive, the presises considered, in equity and good consciouse.

COCCESS AS PLONIES

DEATE OF WINCOUNINE

COUNTY OF KINDSHA!

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

(a) Charles H. Fiennic

Subscribed and sworm to before me this Sith day of October, 1943.

(4) Minnie de Stavor Moiary Tublio, Konosna Canny, Wisconsin IN THE MATTER OF THE ESTATE OF CAROLINE C. HARRY, DECEASED.

- IN THE CINCUIT COURT OF
- : BALIWIN COUNTY, ALARAMA.
- 1 IN BAULTY 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 Haldwin County, Alabama, to this court.

Nove 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 eriginal will, and also of the codicil dated January 23, 1925, petitioner has placed suitable headstones or markers over the graves therein mentioned, and has also paid Green Ridge Commetery, in accordance with said provisions, a sufficient sum to provide for the perpetual care of the John Kober cometery 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 Ratherine 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 25, 1928, and duly probated, it is provided as follows: "I want this put in my will.

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 graves 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 Gemetery, 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 them. What is left of mine I want to go to those I mentioned in my will. I want Charles I. 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 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 120 and 200 of Fairhope Transportation and Excursion Company of a total per 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 aum of Four Thousand Seven Hundred Minety-two and 21/100 Dollars (84,792.21), as shown by the itemized statement herete attached and made a part hereof, and has expended in and about the administration of said estate the sum of Three Thousand Minety-Seven and 13/100 (\$5.097.13), 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 Minety-five and 08/100 Dollars (\$1,695.08) in eash, 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 George W. Gober, of Oklahoma City, Oklahoma. Wississippi.

Carrie Harry Miller, of Cody, Wyoming.
Elizabeth L. Citzen (now Bresher), now of LaGrange, Ill.
Jos. Harry, of Burlington, Bisconsin
John Cober (Kober), of Kenosha, Bisconsin
Cherles Schultz, of Fairhope, Alabams
George Harry, of
Madeline Schultz, of Fairhope, Alabams
Josephine Schultz, of Fairhope, Alabams
Josephine Schultz, (now Josephine Hawke) of Fairhope, Ala.
Zene Bullamore, of Somers, Wisconsin
Emms Swartz Abeseb, of Somers, Wisconsin
Garrie Swartz Bose, of Somers, Wisconsin
Della Ramsey, of Kenosha, Wisconsin
Della Ramsey, of Somporation, W. lith St., New York, N. Y.
Fairhope Methodist Episcopal Church, of Fairhope, Alabams
William Cober, of Kenosha, Wisconsin
Wath Harry, of Silver Creek, Hebraska
Charles H. Pfennig, of Kenosha, Wisconsin

Petitioner shows that in said codicil dated October 27, 1922, the bounests made in said original will to the said William Cobor 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 avera that all other persons hereinabove named other than Hary L. Gitzen, Carrie Swartz Bose, Zene Bullamore and Katherine Schultz Hansey, 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 mable to ascertain any further facts than those herein stated; and petitioner shows that he is informed and bolieves, and on such information and belief avera, that the residence of any such person is not in the State of Alabama.

PRAYER FOR PROGESS

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

demur heroto within the time allowed by law and the rule of this court.

PRAYER FOR RELEEP

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 attornoys' fee for the attorneys representing your petitioner in the administration of said estate and in those proceedings; that the court will furthersonatrue said original will and the odicils 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.

> (a) Charles H. Premis Patiblicae

STATE OF WISCONSING

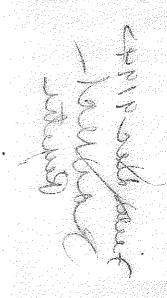
COUNTY OF KENOSHAR

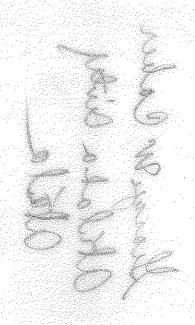
Before me, the undersigned authority, personally appeared Charles H. Premis, who upon being first duly sworm, on eath deposes and says that he is the petitioner in the foregoing petition, and that the facts stated therein are true and correct, and that the accounts attached hereto are true and correct,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

(a) Charles I. Fromis

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

Totary Modic, Kencena County, Misconsin





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

IN THE CIRCUIT COURT OF BALLWIN COUNTY, ALABAMA.

· IN DAMES NO.

Comes your petitioner, Charles N. Ffennis, as executor under the last will and testament of Caroline G. 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 Haldwin County, Alabama, to this court.

Nore then six months have elapsed since the appointment of your potitioner 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 potitioner's administration.

Proceeding under the provisions of Article 2 of the original will, and also of the codicil dated January 25, 1928, petitioner has placed suitable headstenes 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 Rober 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 28, 1926, have been Celivered, as petitioner is informed and believes, to the children of Katherine Schults Hamsey, 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 Jenuary 25, 1928, and duly probated, it is provided as follows: "I want this put in my will.

Tober, and after all of my bills are paid and a marker for my mother gravek and one for Joes father grave, and marker for my mother gravek and one for Joes father grave, and money for perpetual care for John Rober's lot, and the lot where my mother end 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 them. That is left of mine I want to so to those I mentioned in my will. I want Charles I. Pfennig as frustee without bonds, and if anything should happen to are I fennig would want the North-western Loan and Trust So. to have charge of "

Potitioner s ows that the said Mery Jane Rober 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 Rober as provided in said codicil. Petitioner further shows that the said John Kober has now spent all that he bas, either in money or property, and that the eaid 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 ell 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 Gotober 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 itemised statement hereto attached and made a part hereof, except one Pfennis Bond No. M2272, in the face amount of One Thousand Dollars (\$1,000.00) and certificates 120 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 Minety-two and 21/100 Dollers (\$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 (\$5,097.13), 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 Binety-five and 08/100 Dellars (\$1,695.08) in each, 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, Sisconsin; Charles Schultz, a brother of half blood, aged 60 years, residing at Fairnope, 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 City, Oklancus. Mississippi.

Carrie Harry Miller, of Cody, Wyoming.
Elizabeth L. Citzen (now Brasher), now of LaGrange, Ill.
Jos. Harry, of Burlington, Wisconsin
John Cober (Kober), of Kenosha, Bisconsin
Charles Schultz, of Fairhope, Alabama
George Harry, of Nebraska
Madeline Schultz, Or Fairhope, Alabama
Josephine Schultz, (now Josephine Hawke) of Fairhope, Ala.
Cone Euliamore, of Jomers, Wisconsin
Hamas Swartz Abesch, of Somers, Wisconsin
Carrie Swartz Bose, of Somers, Wisconsin
Delia Ramsey, of Nemosha, Wisconsin
Delia Ramsey, of Kenosha, Wisconsin
Salvation Army, a Corporation, W. 14th St., New York, W. Y.
Fairhope Methodist Episcopal Church, of Fairhope, Alabams
William Gober, of Kenosha, Wisconsin
Math Harry, of Silver Greek, Hebraska
Charles H. Ffennig, 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 paned other than Hary L. Citzon. Carrie Swartz Bose. Zene Bullamore and Katherine Schultz Sameey, 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 avera, that the residence of any such person is not in the State of Alabara.

PARIM FW PROMS

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

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

PRAYER FOR PELLEP

Patitioner further prays that a day be set for the hearing hereof, and they upon said hearing the court will be pleased to pass and allow the accounts and vouchers of your petitioner se such executor and trustee, and approve his administration in all things; that the court will fix and allow a reasonable commission for your potitioner's services, and a reasonable attorneys' fee for the attorneys representing your petitioner in the administration of said estate and in those proceedings; that the court will furtherconstrue said original will and the codicils thereto, and direct your politicaer as to the disburgaments 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.

CARTAGE TARREST CONTRACTOR OF THE SECOND CONTR

STATE OF WISCONSIN:

COUNTY OF KENOSEA!

Before he, the undersigned suthopity, personally appeared Charles H. Pfennig, who upon being first duly sworm, on eath deposes and says that he is the petitioner in the foregoing position, 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.

<u>is) Charles I. Pfennis</u>

Subscribed and sworm to before me this

Notary Fublic, Konosus County, Visconsin

THE STATE OF ALABAMA,	NJ030.	CIRCUIT	COURT I	BALDWIN COUNTY	r
BALDWIN COUNTY		De	c	TERM, 194_3	_
TO ANY SHERIFF OF THE STATE O	OF ALABAM	A :			
You are hereby commanded to summ	mon <u>Car</u>	rie Harry	Miller		
		n e	•	· · · · · · · · · · · · · · · · · · ·	
		*****	•		
		:		-	
to appear and plead, answer or demur, with the Circuit Court of Baldwin County, State					
the Estate of Caroline C	Harry,		· · · · · · · · · · · · · · · · · · ·	——, Defendant	
by Charles H Pfenn	ninf. as	Executor.	- / <u> </u>		
	· .	· · · · · · · · · · · · · · · · · · ·		RMHIN	
Witness my hand this 9th				194_3_	
	·	RX	level	Clerk.	

TO ANY CUEDI						_TERM, 1943_
TO ANY SHEKI	FF OF THE ST	TATE OF AL	ABAMA:			· ·
	V					•
You are her	reby commanded	to summon <u>C.</u>	harles S	chultz.	Madeline	Schultz
\$ \frac{1}{y}	- Trans. De	,		**	e Comment	
Jose	phine Schul	tz Hawke.	and Fai:	rh o pe E	piscopal	Church, of
	ope Ala.					

to appear and plea	* *	* *	-			4
	Estate of					XXXXXX
						-, Beiendant-
by	Charles H	Pfenning.	es exec	utor.		
			. 2			
						— Pangar
Witness my	hand this _9th	dav	of Decembe	r.	•	194_3_

MES ALDWIN ALABAMA'S BEST COUNTY'S- MES BEST NEWSPAPER

BAY MINETTE, ALABAMA

AFFIDAVIT OF PUBLICATION

NOTICE Jin The Circuit Of BALDWIN COUNTY ALABAMA IN BOULTY	STATE OF ALABAMA, BALDWIN COUNTY.
Harry Caroline C. Dechest Estate of T. FONGEORGENHARTY AND THE TIN. ENOWN HELRS AT LAW AND NEXT ONE MARY	Jard Cook, being duly sworn, deposes and says that he is the PUBLISHER of THE BALDWIN TIMES, a Weekly Newspaper published of
LE GITZEN, WILLIAM COBER, MATH- HARRY, AND THEIR, UNKNOWN HEIRS AT LAW AND NEXT OF UN ATOU are hereby hotified that Charles H. Pfennis as Executor under the Just Will and Testament of Caroline C. Harry, deceased, and as Trustee there-	Motice - Estate of Caroline C. Harry
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 out the Codicits thereto.	
of that you claim some interest in the ms are of Caroline C. Harry deceased in which Petition the said Executor axis that the Court construe the will and Codiciis thereto of the said Coroline E. Harry deceased, and asks that final settlement be had of said fistner, said	
Febtion or Bill of Complaint making each of you parties Respondent to the same of your hereby required to answer or plead to the above mentioned Petition before the 12 day of Thu 1944.	COST STATEMENT
WITNESS my hand and seal as Register of the Circuit Court of Baldwin Court of Baldwin Court on this these day of May 1944 Best Duck Register Hypart and Chason	I hereby certify this is correct, due and unpaid (paid).
For Petitioner 15-4tc	Publisher.
	Was published in said newspaper forconsecutive weeks in the following issues:
	Date of 1st publication Many // , 1944 Vol. 55 No. 15
•	Date of 2nd publication May 35, 194 Vol. No. 19
	Date of 4th publication
(2) (1) (4) (4)	Subscribed and sworn before the undersigned units day of
	Notary Public, Baldwin County. Jord Cook Publisher.
	Ly Mrs Glace

MEBALDWIN ALABAMA'S BEST COUNTY'S- MESS BEST NEWSPAPER

BAY MINETTE, ALABAMA

AFFIDAVIT OF PUBLICATION

	STATE OF ALABAMA, BALDWIN COUNTY.
HARRY CAROLINE C Decised 10% IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA. IN BOULTI TO KATHERINE SCHULTZ RAMSEY AND TO HER UNKNOWN HEIRS AT LAW AND NEXT OF KIN, GEORGE W. COBER CARRIE HARRY MULLER; JOSEPH HARRY, ZENE BULLA- MORE AND THE UNKNOWN HEIRS AT LAW AND NEXT OF KIN OF ZENE BULLAMORE; CARRIESWARTZ BOSE AND THE UNKNOWN HEIRS AT LAW AND NEXT OF KIN OF CARRIE SWARTZ BOSE; MARY L CITIZEN AND THE UNKNOWN HEIRS AT LAW AND NEXT OF KIN OF CARRIE SWARTZ BOSE; MARY L CITIZEN AND THE UNKNOWN HEIRS AT LAW AND NEXT OF KIN OF MARY L CITIZEN; DELLA RAMSEY: YOU are hereby notified that Charles	Tard 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 Eastate y Caraline C- Harry
H. Pfennig as Executor under/the Last Will and Testament of Caroline C. Harry, deceased, and as Trustee thereunder, has filed his Petiticia 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 your claim, some interest in the Estate 5f Caroline C. Harry, Deceased, in which Petition the said Executor asks that the Court construct the Will and Codicils thereto of the said Executor asks that thereto of the said Executor asks that thereto of the said Executor asks that the Court construct the Will and Codicils thereto of the said Executor 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 sabove mentioned Petition before the 8 day lof. March, 1944; WIINDES imp. hand and seel as Segistance lae, Circuit Court of Baldwill Courts in Education that the 24 parties of the South Court of Baldwill Courts in Education of Baldwill Courts in Education of Baldwill Courts in Education of the South Court of Baldwill Courts in Education of the South Court of Baldwill Courts in Education of the South Court of Baldwill Courts in Education (1944).	COST STATEMENT 27/ WORDS @ #3 cents \$ 12.19 I hereby certify this is correct, due and unpaid (paid). Publisher.
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	Date of 2nd publication 7-la. 3 , 1944 Vol. 55 No. 1 Date of 3rd publication 7-la. 10 , 1944 Vol. 55 No. 2 Date of 4th publication 7-la. 17 , 1944 Vol. 55 No. 3
	Subscribed and sworn before the undersigned thisday of
	Fublisher.

EDITOR AND PUBLISHER

MEBAL/DWIN

ALABAMA'S BEST COUNTY'S- MESS BEST NEWSPAPER

BAY MINETTE, ALABAMA

STATE OF ALABAMA, DATISTING COTINGS

ESTATETOF HASELY, CAROLINE C. Decesed. LINTE COURT OF BRAD WEN-GOINTY ALABAMAS. TO THE UNKNOWN HERS AT LAW LID HER UNKNOWN HERS AT LAW LID HER UNKNOWN HER WARTY L. GIE ZEN DECEASED. TO THE UNKNOWN HERS AT LAW AND NEXT OF KIN AND DEVISES AND LEGATES OF CARRIE: WARTZ ROSE, DECEASED. TO THE UNKNOWN HERS AT LAW AND ANEXT OF KIN AND DEVISES MORE, DECEASED, TO THE UNKNOWN HERS AT LAW AND NEXT CREEN AND DEVISES AND LEGATES MORE, DECEASED, TO THE UNKNOWN HERS AT LAW AND NEXT CREEN AND DEVISES AND LEGATES HAMSEY, DECEASED, TO THE UNENOWN HERS AT LAW AND NEXT OF KEN AND DEVISES AND LEGAMEDS SOE, JOSEPH HARRY DECEASED, TO THE UNENOWN HERS AT LAW AND NEXT OF KEN AND DEVISES AND LEGAMEESS OF JOSEPH HARRY DECEASED. TO THE UNKNOWN HERS AT LAW AND DEVISES AND LEGAMEESS OF JOSEPH HARRY DECEASED. TO THE UNKNOWN HERS AT LAW AND NEXT OF KIN AND DELICAN LEGATES OF GEORGE ED: TO THE UNKNOWN HERRS AT LAW AND NEXT OF KIN AND DE-VISEES AND LEGATEES OF GEORGE HARRY, DECEASED— YOU are hereby notified that Charles HAPForning, as Executor under the Last Will and Testament of Caroline C. Har-ry, deceased, and as Trustee thereun-der, has filled his Petition and Amendder, has filed his Petition and Amended Petition as such Executor and Trustice in the Circuit Court of Baldwin Count, Alabama, in Equity, which Pefilton alleges that you are named as a beneficiary in said will er one-of the Colacile thereto, or that you claim some insepest, in the Estate of Caroline C. Harry deceased, or that you are in some wise finterested 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 Stillement be had of said Estate said Determine, Bill of Complaint making said of yousparties Respondent to the senter. TESS my hard and seal as Reg of the Circuit Court of Baldwin re Alabama, in Equity, on this the thi day of August, 1944; R. S. DUCK/ Register

AFFIDAVIT OF PUBLICATION

Dord Carlo	haira Jala wasan Janagas and gawa
that he is the PUBLISHER of THE BALDWIN	, being duly sworn, deposes and says TIMES, a Weekly Newspaper pub-
lished at Bay Minette, Baldwin County, Alabam	
Estates of Carne	line C. Harry
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Notary Public, Baldwin County. Ford	Cork
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SMITH & JOHNSTON

LAWYERS

622-626 FIRST NATIONAL BANK BUILDING

MOBILE, ALA.

HARRY H.SMITH SAMUEL M.JOHNSTON

P. C. FOUNTAIN DAN T. M9CALL, 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

PCF: IMK

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.

4

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 CAROLINE C. HARRY, deceased. SALDWIN 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.

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 day of September, A.D. 1937.

Charles H. Houring

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. MECALL, 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 Pt. Innilain

PCF:HB Encls. ESTATE OF CAROLINE C HARRY, I In the Probate Court of Bald-DECEASED. win 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 considered personal property; that said house is badly in meed 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 sould 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.

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 in-If you will attach the original will to terrogatories. 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. 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

S. Pfennig, Grace E. Shields and Stanley A. Newberry. If either does, this will dispose with the necessity of If you decide to send the interrogathe depositions. tories 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 D, M. Joh

SMJ:GG

hence on summer by the writer.

An In-

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 peti-

tion 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,

McC:G

encs.

ESTATE OF CAROLINE HARRY, I In the Probate Court of Baldwin County, Alabama,
DECEASED. I 2rd, 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.

Fadge of Probate. Phun

Copy for Smith o Solution

ESTATE OF CAROLINE C. HARRY, I 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 deings hereunder to this Court.

Tudge of Probate.

ESTATE OF CAROLINE C. HARRY,
DECEASED.

In the Probate Court of 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,

Marke G. Godsod M. Emiliano Blockson

Mrs. Cinna Winberg

Fairhope Pharmsey

W. C. Maron Prop

Dr. G. A. Saston

Carbline 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, Frop. 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 setfor hearing the same, by registered letter, postage prepaid at least ten days before said day of hearing.

Tage of Probate. Two

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
G. Harry, deceased, praying the order of this court authorizing him as such executor to accept Home Owners' Lean 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 Bends 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.

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.

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 3/3/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 way came Chas. H. Pfennig, Executor of the last will and testament of Caroline C. Harry, Deceased, whose lettders 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

CARRIED FORWARD.

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.

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, Alabma--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.

age of Probate Court,

Baldwin County, Alabama.

The State of Alabama Baldwin County

PROBATE COURT

Dest 23m
$\frac{193.2}{1}$
In the matter of the Estate of Live Live Larry Deceased.
Present, Hon. Judge of Probate.
Before me, Judge of Probate in
and for said county, personally appeared in open court
Mrs Cyde Lowell
who, having been, by me, first duly sworn and examined, did depose and say, on oath, that he is a
subscribing witness to the instrument of writing now shown to
and which purports to be 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,
and declared the same to be a last will and testament, and that affiant set less signature
Caroline Charry W. Two Eugene Hager the other
and that such other witness subscribed name as a witness in
presence and in the presence of said and the O. Starry
That said Caroline (Starry)
was of sound mind and disposing memory, and in the opinion of the deponent fully capable of making will at the time the same was so made as aforesaid. Affiant further states that said
will at the time the same was so made as aforesaid. Affiant further states that said
vas on the day of the said date of said will of the full age of twenty-one years and upwards.
× Mrs Clyde Louell (L.S.)
(L. S.)
\(\lambda\)
Sworn to and subscribed before me this
Judge of Probate

Received of Charles H. Pfennig, Executor of the last will of Caroline C. Harry, deceased, the sum of Thirtyfour 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

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 215 day of July , 1936.

anna Winberg (SEAL)

Witness:

6. & Rivery

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.

Co. a. Seston

Witnesses:

E. G. Nolcott RHPailer 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 30 day of Ottober, A.D. 1936.

B. H. MEYERS MONUMENT WORKS

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 dase 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 trulyyours,

Copy to Carl L. Bloxham Copy to Smith & Johnston

ALD: ST

NOTSNHOL & HTIMS

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. "arry

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. S. Torrutain

pcf.encl:

KENOSHA, WIS.

July 13, 1932

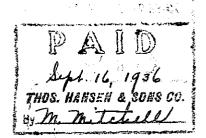
TO THOMAS HANSEN & SONS CO. DR. FUNERAL DIRECTORS

FUNERAL OF

Mrs. Caroline Cober Harry. Deceased.

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Professional Services, Removal from	25 20
Do bo a	25.00 13.00
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Music Telegrams	5.00 2.26

\$ 140.26



KNOW ALL TEN BY THISK PRESENTS, That whoreas I, Walter H. Mask, have filed a claim against the estate of Caroline C. Marry, decogsed, which claim was filed in the probate Court of Baldwin County, Alabama, on to-wit, the 20th day of December 1939:and

Whereas, there is a bone fide dispute between me and the executor, Charles Harrennigens to said claim; and a

Whereas, it is doubtful if said estate will have a fficient assets in each to pay said claim in the near future; and, Whereas, I, the undersigned, an willing to accept the sum of Three Hundred & no/100 (\$300.00) in full settlement and salisfaction of said claim, rather than welt an indefinite length of time or to take the necessary burdensome steps to attempt to effect e collection of said claim dither 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 W. Pfounig, the executor, thereseipt of which is hereby selmowledged, 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 salisfaction of 1to

In witness whereof I have hereunto set my hand and seal on this

207 OT JUNE 3,956.

It Amitain

In consideration of the above and of the payment to Walter H. Mack, 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 horoby acknowledge full and somplete satisfaction of any interest I may have in said claim.

In witness whereof I have brown to set my hand and seal this 🖊

day of June. Inde

Marie L. Mask (SEAL) Mrs Waller H. Mask,

MAMCERE (SBAZ)

STATE OF ALABAMA

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 Blockan (SEAL)

Witnesses:

Carl FBlosham

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 18 day of February, 1937.

Emma Blogham (SEAL)

Witnesses:

Mas & Martin

FAIRHOPE, ALA., November 1st 193 7.

M. Charles H. Pfennig

IN ACCOUNT WITH

CARL L. BLOXHAM

REAL ESTATE AND INSURANCE

Office 56 — PHONES — Residence 70

Insurance premium C aroline Harry property

\$7.68



IN ACCOUNT WITH

JUDGE OF PROBATE, BALDWIN COUNTY

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G. W. HUMPHRIES

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The State of Alabama (Baldwin County

PROBATE COURT.

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To	Any Sher	iff of the	State of A	Ylaba ma t	o Execute.					

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 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 C. 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.

McC:G

Jan

McC:G

Jan

McC:G

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

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STATEMENT

ALFRED L. DRURY

ATTORNEY AT LAW

5612 - SEVENTH AVENUE KENOSHA, WISCONSIN

August 15,

102

Estate of Caroline C. Harry, deceased, DR.

1934 Oct. 26	Paid for recording certified copy of Letters	₩	80	
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	RECEIVED PAYMENT Aug. 16, 1939. A. L. Drung Bir M. at Staver			

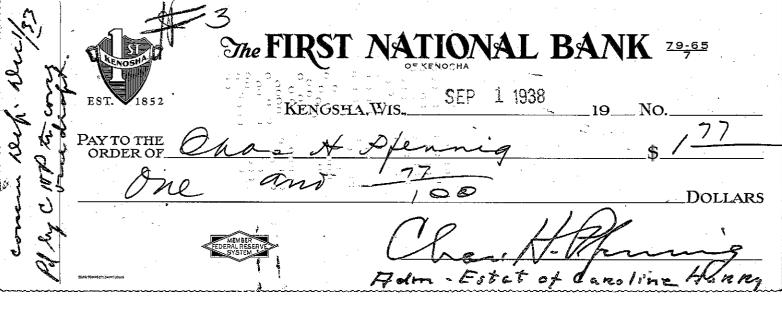
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Deposit to the Account of BLEE H. PFENNIG, AGENT



The FIRST NATIONAL BANK 79-65

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The FIRST NATIONAL BANK 79-65

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PAY TO THE ORDER OF PFENNIG # \$1800 MIN

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The FIRST NATIONAL BANK of Kenosha

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Approved	

FORM 624

The FIRST NATIONAL BANK of Kenosha

CHECKING ACCOUNT SERVICE CHARGE MEMO

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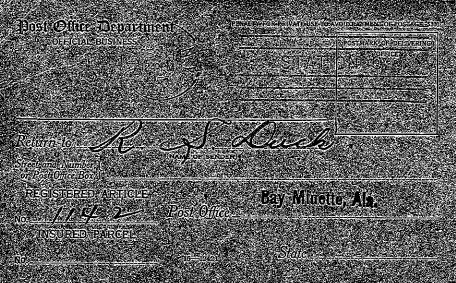
Kenosha, Wis.

The FIRST NATIONAL BANK of Kenosha

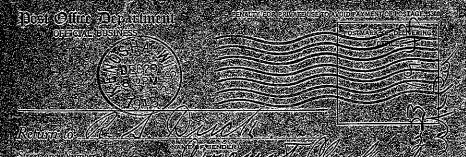
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FORM 624. The FIRST	NATIONAL BANK of Kenosha
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FORM 624 S74 FIDST	NATIONAL BANK of Kenosha
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RETURN RECEIPE

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Minne A. Stock

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RETURN RECEIPT

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RETURN RECEIPT

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