

STANOLIND OIL AND GAS COMPANY

CASPER, WYOMING

~~July~~

~~1954~~

AUG 3 1954

Re: Lease No. 121696-B
Johnson County, Wyoming
Parts of certain lands
in Sections 14, 15, 20, 21,
22, 23, 27, 28, 33 & 34-51N-83W

BOOK 020 PAGE 424

We are mailing to the Register of Deeds of the County in which the land herein described is located, a release of the Oil and Gas Lease which we hold covering such land. This cancels said lease and the recorded release will be retained in our file.

Very truly yours,

STANOLIND OIL AND GAS COMPANY

By Fred A. Thomson
Fred A. Thomson

DAO/gem

OIL & GAS LEASE

THIS AGREEMENT, made and entered into this 6th day of June, 1951 by and betweenLeRoy Miller and Pearl Miller, husband and wifeof Foley, Alabamahereinafter called lessor (whether one or more) and Walter G. Davis, P. O. Box 856, Casper, Wyoming
hereinafter called lessee:

WITNESSETH: That the lessor, for and in consideration of \$10.00 & more cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods and operating for and producing therefrom oil and all gas of whatever nature or kind, and laying pipe lines, telephone and telegraph lines, housing and boarding employees, building tanks, power stations, gasoline plants, ponds, roads, structures thereon to produce, save, market and take care of said products and the exclusive surface and sub-surface rights and privileges related in any manner to any and all operations and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone or conjointly with neighboring land for such purposes, and all such things, all

has certain tract or tracts of land situated in the County of Johnson State of Wyoming, described as follows, to wit:

Township 51 North, Range 83 West, 6th P.M.

- Section 14 - N 1/2 - SW 1/4
 Section 15 - E 1/2 - E 1/2 NW 1/4 - S 1/2 SW 1/4
 Section 20 - NE 1/4 NE 1/4 - SE 1/4
 Section 21 - SW 1/4
 Section 22 - All
 Section 23 - S 1/2 NE 1/4 - NW 1/4 - NW 1/4 SW 1/4
 Section 27 - SW 1/4 - and Lots 3-4-5-6-11-12 and those portions of Lots 1-2 and 7 described as beginning at the North West Corner of Lot 2; thence South to Southwest Corner of Lot 7; thence East 458 feet; thence Northeasterly to a Point on the North line of Section 27, which is 905 feet West of the Northeast Corner of said Section 27; thence West to point of beginning.
- Section 28 - All
 Section 33 - All
 Section 34 - W 1/2

containing 4224.43 acres, more or less.

manner and upon like payments or tenders the commencement of the lease shall be deemed to have taken place on or before the rental paying date. It is understood and agreed that the consideration tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, but also the lessee's right of extending that first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's right of extending that period as aforesaid, and any and all other rights conferred. Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rental or royalties in any National bank located in the same county with first named bank, due notice of such deposit to be mailed to lessor at last known address. If the first well drilled on said land is dry and a second well is not commenced thereon within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and manner as above provided and following such resumption of rental payments the lease shall continue in force as though there had been no interruption in such payments by said drilling.

Lessee may at any time release this lease as to part or all of the lands above described, after which all payments and liabilities thereafter to accrue, as to the lands released, shall cease and determine. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

No part of the surface of the leased premises shall, without the written consent of the lessor, be let, granted, or licensed by the lessor to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment or machinery to be used for the purpose of exploring, developing, or operating adjacent lands for oil or gas.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from ditches, ponds, reservoirs, or wells of lessor.

When requested by the lessor, lessee shall bury its pipe lines on cultivated portions below plow depth.

No well 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 his operation to growing crops on said lands.

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

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

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee. Any interest in the production from the lands herein described to which the interest of lessor may be subject shall be deducted from the royalty herein reserved.

All of lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with any thereof is prevented or hindered by or is in conflict with Federal, State, County, or municipal laws, rules, regulations or Executive Orders asserted as official by or under public authority claiming jurisdiction, or Act of God, adverse field, weather, or market conditions, inability to obtain materials in the open market or transportation thereof, war, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by lessee, and this lease shall not be terminated in whole or in part, nor lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which lessee shall be prevented from conducting drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of the lease; provided, however, that delay rentals as herein provided shall not be suspended by reason of the suspension of operations and if this lease is extended beyond the primary term above stated by reason of such suspension, lessee shall pay an annual delay rental on the anniversary dates hereof in the manner and in the amount above provided. Lessor agrees that lessee or its assigns may include said land or any part thereof in any unit plan of development or operations which is approved by the Secretary of the Interior or to which lessee may voluntarily subscribe, and lessor agrees to execute any such unit plan in order to make it effective as to the interests covered by this lease. In such event, royalty will be paid to lessor at the rate set forth above, as to the land covered hereby and included in such unit, based upon the production allocated pursuant to the unit plan to said land; and the drilling or completion or continued operation of a well on any portion of the area included within such a plan shall be construed and considered as the drilling or completion or continued operation of a well under the terms of this lease as to all of the land covered by the lease.

Should any person, firm or corporation having an interest in the above described land not leased to lessee, or should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

The undersigned lessors for themselves and their heirs, successors, and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of said state, insofar as the same may in any way affect the purposes for which this lease is made as recited herein.

IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written.

WITNESSES:

LeRoy E. Miller
Pearl Miller

SECTION 34 - 11 N 3
TOWNSHIP 32 - 7 W
RANGE 33 - 7 W

State of Alabama described as follows, to wit:

BOOK 020 PAGE 420

of section _____ Township _____ Range _____ and containing _____ acres, more or less.

It is agreed that this lease shall remain in force for a term of ten years from date and as long thereafter as oil, or gas of whatsoever nature or kind, or either of them is produced from said land or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on or from said land, but lessee is then engaged in drilling or reworking operations thereon, then this lease shall continue in force so long thereafter as drilling or reworking operations are being continuously prosecuted on said land or on a drilling or development or operating unit which includes all or a part of said land; and drilling or reworking operations shall be considered to be continuously prosecuted if not more than sixty days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling or reworking of another well. If oil or gas shall be discovered and/or produced from any such well or wells drilled, being drilled or reworked at or after the expiration of the primary term of this lease, this lease shall continue in force so long thereafter as oil or gas is produced from the leased premises or from any such unit which includes all or a part of said lands.

In consideration of the premises the said lessee covenants and agrees:
1st. To deliver to the credit of lessor, free of cost in the pipeline to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

2nd. To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth, at the market price at the well for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly.

3rd. Lessor shall have fuel gas free of cost from any well producing fuel gas, for all stoves and all inside lights in the principal dwelling house on said land by making his own connections with the wells at his own risk and expense.

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the Farmers & Merchants Bank at Isles, Alabama Four Thousand Two Hundred

or its successors, which shall continue as the depository for rental regardless of changes in the ownership of said land, the sum of Twenty Four and 43/100----

DOLLARS, (\$4224.43) which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of month successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's right of extending that period as aforesaid, and any and all other rights conferred. Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rental or royalties in any National bank located in the same county with first named bank, due notice of such deposit to be mailed to lessor at last known address. If the first well drilled on said land is dry and a second well is not commenced thereon within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and manner as above provided and following such resumption of rental payments the lease shall continue in force as though there had been no interruption in such payments by said drilling.

Lessee may at any time release this lease as to part or all of the lands above described, after which all payments and liabilities thereafter to accrue, as to the lands released, shall cease and determine. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.

No part of the surface of the leased premises shall, without the written consent of the lessee, be let, granted, or licensed by the lessor to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment or machinery to be used for the purpose of exploring, developing, or operating adjacent lands for oil or gas.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from ditches, ponds, reservoirs, or wells of lessor.

When requested by the lessor, lessee shall bury its pipe lines on cultivated portions below plow depth.

No well 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 his operation to growing crops on said lands.

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

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

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in proportion which his interest bears to the whole and undivided fee. Any interest in the production from the lands herein described to which the interest of lessor may be subject shall be deducted from the royalty herein reserved.

All of lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with any thereof is prevented or hindered by or is in conflict with Federal, State, County, or municipal laws, rules, regulations or Executive Orders asserted as official by or under public authority claiming jurisdiction, or Act of God, adverse field, weather, or market conditions, inability to obtain materials in the open market or transportation thereof, war, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by lessee, and this lease shall not be terminated in whole or in part, nor lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which lessee shall be prevented from conducting drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of the lease; provided, however, that delay rentals as herein provided shall not be suspended by reason of the suspension of operations and if this lease is extended beyond the primary term above stated by reason of such suspension, lessee shall pay an annual delay rental on the anniversary dates hereof in the manner and in the amount above provided. Lessor agrees that lessee or its assigns may include said land or any part thereof in any unit plan of development or operations which is approved by the Secretary of the Interior or to which lessee may voluntarily subscribe, and lessor agrees to execute any such unit plan in order to make it effective as to the interests covered by this lease. In such event, royalty will be paid to lessor at the rate set forth above, as to the land covered hereby and included in such unit, based upon the production allocated pursuant to the unit plan to said land; and the drilling or completion or continued operation of a well on any portion of the area included within such a plan shall be construed and considered as the drilling or completion or continued operation of a well under the terms of this lease as to all of the land covered by the lease.

Should any person, firm or corporation having an interest in the above described land not leased to lessee, or should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

The undersigned lessors for themselves and their heirs, successors, and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of said state, insofar as the same may in any way affect the purposes for which this lease is made as recited herein.

IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written.

WITNESSES:

L. R. E. Miller
Pearl Miller

OIL & GAS LEASE

THIS AGREEMENT, made and entered into this 6th day of June, 19 51, by and betweenLeRoy Miller and Pearl Miller, husband and wifeFoley, Alabamahereinafter called lessor (whether one or more) and Walter G. Davis, P. O. Box 856, Casper, Wyoming
hereinafter called lessee:

WITNESSETH: That the lessor, for and in consideration of \$10.00 & cash in hand paid, receipt of which is hereby acknowledged, and of the covenants hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods and operating for and producing therefrom oil and all gas of whatever nature or kind, and laying pipe lines, telephone and telegraph lines, housing and boarding employees, building tanks, power stations, gasoline plants, ponds, roadways, and structures thereon to produce, save, market and take care of said products and the exclusive surface and sub-surface rights and privileges related in any manner to any and all such operations and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone or conjointly with neighboring land for such purposes, in and to the said premises and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone or conjointly with neighboring land for such purposes, in and to the said premises.

certain tract or tracts of land situated in the County of Johnson State of Wyoming, described as follows, to wit:

of Section _____ Township _____ Range _____ and containing _____ acres, more or less.

It is agreed that this lease shall remain in force for a term of ten years from date and as long thereafter as oil, or gas of whatsoever nature or kind, or either of them is produced from said land or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on or from said land, but lessee is then engaged in drilling or reworking operations thereon, then this lease shall continue in force so long thereafter as drilling or reworking operations are being continuously prosecuted on said land or on a drilling or development or operating unit which includes all or a part of said land; and drilling or reworking operations shall be considered to be continuously prosecuted if not more than sixty days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling or reworking of another well. If oil or gas shall be discovered and/or produced from any such well or wells drilled, being drilled or reworked at or after the expiration of the primary term of this lease, this lease shall continue in force so long thereafter as oil or gas is produced from the leased premises or from any such unit which includes all or a part of said lands.

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

1st. To deliver to the credit of lessor, free of cost in the pipeline to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

2nd. To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth, at the market price at the well for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly.

3rd. Lessor shall have fuel gas free of cost from any well producing fuel gas, for all stoves and all inside lights in the principal dwelling house on said land by making his own connections with the wells at his own risk and expense.

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the Farmers & Merchants Bank Bank at Foley, Alabama Four Thousand Two Hundred Twenty Four and 43/100--- or its successors, which shall continue as the depository for rental regardless of changes in the ownership of said land, the sum of Twenty Four and 43/100--- DOLLARS, (\$224.43) which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of month successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's right of extending that period as aforesaid, and any and all other rights conferred. Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rental or royalties in any National bank located in the same county with first named bank, due notice of such deposit to be mailed to lessor at last known address. If the first well drilled on said land is dry and a second well is not commenced thereon within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties unless the lessee on or before the expiration of said twelve months shall resume the payment of rental in the same amount and manner as above provided and following such resumption of rental payments the lease shall continue in force as though there had been no interruption in such payments by said drilling.

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No well 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 his operation to growing crops on said lands.

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

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

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

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All of lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with any thereof is prevented or hindered by or is in conflict with Federal, State, County, or municipal laws, rules, regulations or Executive Orders asserted as official by or under public authority claiming jurisdiction, or Act of God, adverse field, weather, or market conditions, inability to obtain materials in the open market or transportation thereof, war, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by lessee, and this lease shall not be terminated in whole or in part, nor lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which lessee shall be prevented from conducting drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of the lease; provided, however, that delay rentals as herein provided shall not be suspended by reason of the suspension of operations and if this lease is extended beyond the primary term above stated by reason of such suspension, lessee shall pay an annual delay rental on the anniversary dates hereof in the manner and in the amount above provided. Lessor agrees that lessee or its assigns may include said land or any part thereof in any unit plan of development or operations which is approved by the Secretary of the Interior or to which lessee may voluntarily subscribe, and lessor agrees to execute any such unit plan in order to make it effective as to the interests covered by this lease. In such event, royalty will be paid to lessor at the rate set forth above, as to the land covered hereby and included in such unit, based upon the production allocated pursuant to the unit plan to said land; and the drilling or completion or continued operation of a well on any portion of the area included within such a plan shall be construed and considered as the drilling or completion or continued operation of a well under the terms of this lease as to all of the land covered by the lease.

Should any person, firm or corporation having an interest in the above described land not leased to lessee, or should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

The undersigned lessors for themselves and their heirs, successors, and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of said state, insofar as the same may in any way affect the purposes for which this lease is made as recited herein.

IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written.

WITNESSES:

Le Roy E. Miller
Pearl Miller

ESTATE OF
LEROY E. MILLER, DECEASED

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

PETITION TO REMOVE ADMINISTRATION TO EQUITY COURT

TO THE HONORABLE HUBERT M. HALL, JUDGE OF THE CIRCUIT COURT OF BALDWIN COUNTY,
ALABAMA, SITTING IN EQUITY:

1. She is the widow of Leroy E. Miller, deceased.
2. She was heretofore appointed, qualified and is now acting as Administrator of the estate of Leroy E. Miller, deceased, the administration of which estate is now pending in the Probate Court of Baldwin County, Alabama.

WHEREFORE, Petitioner prays that the court will make and enter a proper order or decree removing the administration of this estate from the Probate Court of Baldwin County, Alabama, to the Circuit Court of Baldwin County, Alabama, sitting in Equity. Petitioner further prays that such other orders be made and decreed rendered as may be requisite and proper in the premises.

PEARL V. MILLER, as Administrator of the
estate of LEROY E. MILLER, Deceased.

Pearl V. Miller

STATE OF ALABAMA

BALDWIN COUNTY

Before me, the undersigned authority, within and for said County in said State, personally appeared Pearl V. Miller, Administrator, who, after being by me first duly and legally sworn, deposes and says:

That she is Pearl V. Miller, Administrator of the Estate of Leroy E. Miller, deceased, who has been appointed, qualified and is now acting as Administrator of the estate of Leroy E. Miller, Deceased; that she has read over the foregoing petition and that the facts stated therein are true.

Pearl V. Miller

Sworn to and subscribed before me on this the 9 day of June, 1955.

C. L. Davis Thompson
Notary Public, Baldwin County, Alabama.

STATE OF ALABAMA

IN THE PROBATE COURT

Baldwin

County

May 27

1953

Present, the Honorable W. R. Stuart, Judge of Probate.

In the Matter of the Estate of LeRoy E. Miller, deceased.

And now, on this day comes Pearl V. Miller and presents to the Court her petition in writing and under oath, praying that letters of administration on the estate of LeRoy E. Miller, deceased,

issue to her, which petition is examined by the Court; it is therefore ordered that said petition

be filed and set for hearing on the 27 day of May, 1953; and it appearing to the satisfaction of the Court from the allegations contained in said petition and from other good and suf-

ficient evidence that the said LeRoy E. Miller departed this life on or

about the 20th day of August, 1952, being at the time of his death

an inhabitant of Baldwin County, Alabama; that he died leaving assets in

Baldwin County, Alabama, which assets both real and personal are estimated to be worth about

One Thousand

Dollars, but leaving

no will, testament or other writing relative to the disposal or distribution of his estate and that the death

of said decedent was known more than five days before this day; and ~~now also~~ ~~of the said~~

~~intestate, having relinquished xxxxxxxxxxxx rights under the statute to administer said estate;~~ and it further ap-

pearing to the satisfaction of the Court that Pearl V. Miller

the said petitioner, is the widow of the said decedent, is over twenty-one years of age, an inhab-

itant of this State, and a fit person under the law and in the estimation of the Court to serve as administrator rix

and no person having appeared to oppose the granting of letters of administration

to the said Pearl V. Miller or to show cause why the prayer of said petitioner should not be granted; it is ordered by the Court that the prayer for letters of administration

be granted and that petitioner shall make and file bond in the penal sum of

Two Thousand

Dollars, conditioned and

payable according to the statute in such cases made and provided, with such surety or sureties as may be approved by the Court; letters of administration shall not issue until said bond is approved and filed; it is further ordered that said petition be recorded.

And now again comes Pearl V. Miller and presents to

the Court for approval her bond in the form as by this Court heretofore required with

Hartford Accident & Indemnity Co. as surety thereon,

and the Court being sufficiently advised concerning said bond and said surety, it is ordered and adjudged by the Court that said bond be taken, approved and recorded.

It is therefore ordered, adjudged and decreed by the Court that letters of administration

on the estate of said deceased be granted to the said Pearl V. Miller

and she be and she

hereby is authorized to administer said estate; it is further ordered that the said

Pearl V. Miller proceed immediately to collect and take into her

possession all of the goods, chattels, money, books, papers and evidence of debt of said deceased, except the personal property specifically exempted from administration under Code 1940, Title 7, Section 664, and make due return under oath to this Court of a full inventory thereof within two months.

STATE OF ALABAMA, BALDWIN COUNTY

W. R. Stuart Probate Judge

Recorded Pro. & Min. 1 117

W. R. Stuart
Judge of Probate

IN THE MATTER OF THE ESTATE
LEROY E. MILLER, DECEASED

IN THE PROBATE COURT OF
BALDWIN COUNTY, ALABAMA

To the Honorable W. R. Stewart, Judge of Probate Court of said County:

The petition of the undersigned Pearl V. Miller respectfully represents that Leroy E. Miller departed this life in Mobile County on or about the 20TH day of August, 1952, leaving no last will and testament, so far as your petitioner knows or believes, Leroy E. Miller's death was known more than five days before this day, and this petition further shows that the said Leroy E. Miller was at the time of his death an inhabitant of Baldwin County, Alabama and died seized and possessed an undivided interest in and to a certain gas, oil and mineral rights in in and to certain property in Johnson County, Wyoming, which interest is under a lease and rental agreement. Said lease being payable through the Farmer's and Merchants Bank at Foley, Alabama, and is estimated to be worth ONE-THOUSAND (\$1,000.00) DOLLARS in annual rental, and probably not more; that the names, residences, ages and conditions of the heirs and distributees of the estate of the said decedent, so far as your petitioner knows and believes are as follows; to-wit: Pearl V. Miller, the widow, Lea Miller, age 4 and BeRoy Miller, age about 2 years, both residing with their Mother, Pearl V. Miller of Bon Secour, Alabama; post office address, Foley, Alabama. Being that the said estate should be immediately administered to the end that said rentals may be collected and preserved for those who shall appear to have a legal right and interest therein, your Petitioner, does, therefore, by virtue of her right under the statute pray that Your Honor will grant letters of administration to her on said estate upon her entering into a bond in such sum as required by the statute, and with such security or securities as shall be approved by Your Honor.

Petitioner further states that her Post office address is Foley, Alabama.

Pearl V. Miller

Sworn to and subscribed before me this 27th. day of May, 1953.

Clair Robinson
Notary Public

STATE OF ALABAMA, BALDWIN COUNTY

FILED: May 27, 1953 M

Recorded: Pro F. M. in book 1 page 115

W. R. Stewart

Judge of Probate 115

ESTATE OF
LEROY E. MILLER, DECEASED

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

PETITION TO REMOVE ADMINISTRATION TO EQUITY COURT

TO THE HONORABLE HUBERT M. HALL, JUDGE OF THE CIRCUIT COURT OF BALDWIN COUNTY,
ALABAMA, SITTING IN EQUITY:

1. She is the widow of Leroy E. Miller, deceased.
2. She was heretofore appointed, qualified and is now acting as Administrator of the estate of Leroy E. Miller, deceased, the administration of which estate is now pending in the Probate Court of Baldwin County, Alabama.

WHEREFORE, Petition prays that the court will make and enter a proper order or decree removing the administration of this estate from the Probate Court of Baldwin County, Alabama, to the Circuit Court of Baldwin County, Alabama, sitting in Equity. Petitioner further prays that such other orders be made and decrees rendered as may be requisite and proper in the premises.

PEARL MILLER, as Administrator of the
estate of LEROY E. MILLER, Deceased.

BY:

C. LeNoir Thompson
C. LeNoir Thompson as Attorney.

STATE OF ALABAMA

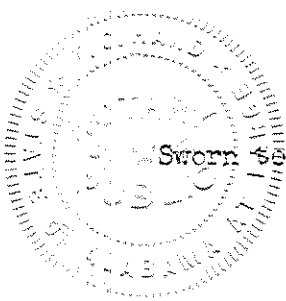
BALDWIN COUNTY

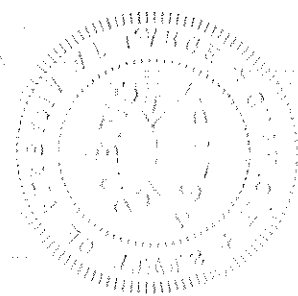
Before me, the undersigned authority, within and for said County in said State, personally appeared C. LeNoir Thompson, Attorney of Record, who, after being by me first duly and legally sworn, deposes and says:

That he is the Attorney of Record, for Pearl Miller, who has been appointed, qualified and is now acting as Administrator of the estate of Leroy E. Miller, Deceased; that he has read over the foregoing petition and that the facts stated therein are true.

Sworn to and subscribed before me on this the 8 day of June, 1955.

C. LeNoir Thompson
Notary Public, Baldwin County, Alabama.





Filed 6-8-55
Alice J. Henrich
Register

ESTATE OF
LEROY E. MILLER, DECEASED

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

PETITION TO REMOVE ADMINISTRATION TO EQUITY COURT

TO THE HONORABLE HUBERT M. HALL, JUDGE OF THE CIRCUIT COURT OF BALDWIN COUNTY,
ALABAMA, SITTING IN EQUITY:

1. She is the widow of Leroy E. Miller, deceased.
2. She was heretofore appointed, qualified and is now acting as Administrator of the estate of Leroy E. Miller, deceased, the administration of which estate is now pending in the Probate Court of Baldwin County, Alabama.

WHEREFORE, Petitioner prays that the court will make and enter a proper order or decree removing the administration of this estate from the Probate Court of Baldwin County, Alabama, to the Circuit Court of Baldwin County, Alabama, sitting in Equity. Petitioner further prays that such other orders be made and decreed rendered as may be requisite and proper in the premises.

PEARL V. MILLER, as Administrator of the
estate of LEROY E. MILLER, Deceased.

Pearl V. Miller

STATE OF ALABAMA

BALDWIN COUNTY

Before me, the undersigned authority, within and for said County in said State, personally appeared Pearl V. Miller, Administrator, who, after being by me first duly and legally sworn, deposes and says:

That she is Pearl V. Miller, Administrator of the Estate of Leroy E. Miller, deceased, who has been appointed, qualified and is now acting as Administrator of the estate of Leroy E. Miller, Deceased; that she has read over the foregoing petition and that the facts stated therein are true.

Pearl V. Miller

Sworn to and subscribed before me on this the 9 day of June, 1955.

LeRoy Thompson
Notary Public, Baldwin County, Alabama.

STATE OF ALABAMA)
) In the Probate Court . . .
 BALDWIN COUNTY)

In the matter of the Estate of LeRoy E. Miller, Deceased:

BOND FOR ADMINISTRATION.

KNOW ALL MEN BY THESE PRESENTS: That we, Pearl V. Miller, as principal, and Hartford Accident & Indemnity Company, a corporation, as surety, are held and firmly bound unto Probate Judge of said County and State, and unto his successors in office, in the penal sum of Two Thousand Dollars (\$2,000.00), for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, jointly and severally, by these presents.

The condition of the above obligation is such that, whereas, on the 27TH day of MAY, 1953, the Probate Court in and for the said County, in said State, did grant unto the above bounden Pearl V. Miller letters of administration upon LeRoy E. Miller, Deceased.

Now, therefore, if the said Pearl V. Miller shall perform all the duties which are or may be required of her as such administrator, then this obligation is to be void; otherwise, to be and remain in full force and effect.

Given under our hands and seals on this the 26TH day of

May, 1953.

Pearl V. Miller SEAL
 AS PRINCIPAL

HARTFORD ACCIDENT & INDEMNITY CO., a corporation,

BY: Charles J. Ebert
 its Attorney-in-fact, as Surety.

Taken and approved by me on the 27th day of May, 1953.

W. R. Stuart
 Judge of Probate

STATE OF ALABAMA, BALDWIN COUNTY
 Filed May 27, 1953 M
 Recorded Pro. & Min book 1 page 116
W. R. Stuart
 Judge of Probate NO

JIMMY FAULKNER
EDITOR AND PUBLISHER

ALABAMA'S BEST COUNTY'S-

BAY MINETTE, ALABAMA

THE BALDWIN

Times

BEST NEWSPAPER

AFFIDAVIT OF PUBLICATION

STATE OF ALABAMA.
BALDWIN COUNTY.

Jimmy Faulkner, 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

Est. Leroy E. Miller, Decd.

COST STATEMENT

105 WORDS @ 5 cents --- \$ 5.25
I hereby certify this is correct, due and unpaid (paid).

Jimmy Faulkner
Publisher.

Was published in said newspaper for 3 consecutive weeks in the following issues:

Date of 1st publication June 4, 1953 Vol. 64 No. 20

Date of 2nd publication June 11, 1953 Vol. 64 No. 21

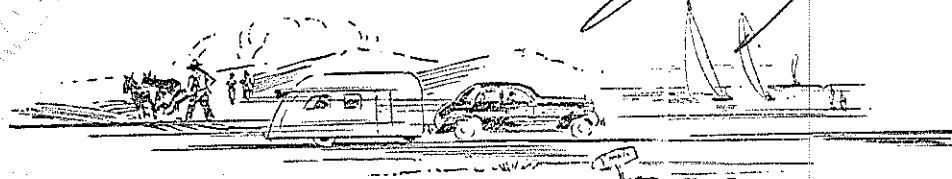
Date of 3rd publication June 18, 1953 Vol. 64 No. 22

Date of 4th publication _____, 195___ Vol. ___ No. ___

Subscribed and sworn before the undersigned this 19 day of June, 1953

Sanatary Martin
Notary Public, Baldwin County.

Jimmy Faulkner
Publisher.



NOTICE OF APPOINTMENT
Probate Court
ESTATE OF
LEROY E. MILLER, Deceased
Letters of Administration upon the
Estate of said deceased having been
granted to the undersigned on the 27th
day of May, 1953, by the Hon. W. R.
Stuart, Judge of the Probate Court of
Baldwin County, notice is hereby given
that all persons having claims against
said estate are hereby required to pre-
sent the same within time allowed by
law or the same will be barred.
PEARL V. MILLER
Administratrix of said estate
C. LeNoir Thompson
Attorney for Administratrix 20-3tc.

Filed 6/27/53
W. R. Stuart Judge
HD

The undersigned surety on the official bond of Pearl V. Miller, as administratrix of the Estate of Leroy E. Miller, deceased, does hereby accept service of notice of the filing of the above and foregoing report for final settlement and waives all notice of the time and place of hearing same and waives all other or further notice of proceedings with respect to same.

This the 30th day of July, 1955.

Hartford Accident & Indemnity
By: Chas. J. Ebert

3545
Leroy Miller

FILED

AUG 9 1950

ALICE J. ROSS, Register

IN THE MATTER OF THE ESTATE OF
LEROY E. MILLER, DECEASED

*
*
*

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY NO. 3545.

APPOINTMENT OF GUARDIAN AD LITEM

In this cause, it appearing to the Register, Alice J. Duck, that
Lea Miller, age 4 and LeRoy Miller, age about 2 years, are minors and,

In the said proceeding it being made to appear to the Register,
Alice J. Duck, that the said minors are interested in the result of
said proceedings for settlement of said estate.

It is therefore ordered, by the Register that Wilson Hayes be and
he is hereby appointed Guardian Ad Litem to represent the said minors,
upon hearing of the said proceedings.

Done the 30th day of April, 1956.

Alice J. Duck
Register

CONSENT TO ACT

I, Wilson Hayes, hereby consent to act as guardian ad litem for
Lea Miller and LeRoy Miller, minors, upon hearing of the above cause.

Witness my hand this 30th day of April, 1956.

Wilson Hayes
Guardian Ad Litem.

ESTATE OF
LEROY E. MILLER, DECEASED

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

DECREE REMOVING ADMINISTRATION TO EQUITY COURT

This cause coming on to be heard on this date is submitted on the sworn petition filed in this cause on this date by Pearl Miller, widow of Leroy E. Miller, deceased., as Administrator of the estate of Leroy E. Miller, deceased, from which it appears that the said Administrator has been appointed, qualified and is now acting as such administrator, the administration of which said estate is now pending in the Probate Court of Baldwin County, Alabama, and that because of the broader powers of the said Equity Court, the administration of the said estate can be better handled in this court; upon consideration of all of which, it is, therefore, ORDERED, ADJUDGED AND DECREED by the Court as follows:

1. The administration of this said estate shall be and it is hereby removed from the Probate Court of Baldwin County, Alabama, to the Circuit Court of Baldwin County, Alabama, in Equity.

2. The Register of this court shall deliver a copy of this decree to the Probate Judge of Baldwin County, Alabama, who shall transmit all of the relevant proceedings in connection with the administration of the said estate to this court.

ORDERED, ADJUDGED AND DECREED on this the 13 day of June, 1955.

Robert M. Hall
JUDGE.

3545

RECORDED

FILED

JUN 13 1955

ALICE L. DUCK, Registered

STATE OF ALABAMA } IN THE CIRCUIT COURT OF BALDWIN COUNTY,
BALDWIN COUNTY } ALABAMA. IN EQUITY. NO. _____

IN THE MATTER OF THE
ESTATE OF LEROY E.
MILLER, DECEASED.

TO THE HONORABLE HUBERT HALL, JUDGE OF THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA, IN EQUITY SITTING:

The undersigned, Pearl V. Miller, Administratrix of the Estate of
Leroy E. Miller, deceased, would respectfully submit to the Court, the
following report of her acts and doings as such administratrix from the
27th day of May, 1953, to the 8th day of June, 1955.

She charges herself as follows, to-wit:

DATE:	ITEMS OF RECEIPTS	AMOUNT
, 1953.	One-half annual or lease rental paid the Stanolind Oil and Gas Company (total annual rent \$2,112.22, one-half of which accrued to Pearl V. Miller in her own proper person and one half of which accrued to the estate of Leroy E. Miller, they being the joint owners of said lands).....	\$1,056.11

NOTE: On August 3, 1954, the Stanolind Oil and Gas Company, notified Pearl V. Miller and Pearl V. Miller, as Administratrix, that, pursuant to the terms of the aforesaid lease, they were cancelling same; hence, there have been no further receipts as and for oil and gas rentals on the Wyoming lands.

NOTE: No other personal property, choses in action or other effects subject to administration have come into hands of your administratrix.

TOTAL amount receipts to be accounted for.....\$1,056.11

Your administratrix asks to be credited with the disbursements as follows:

DATE: June 8, 1955
Your administratrix asks to be credited with the sum of One Thousand and No/100 Dollars (\$1,000.00) as personal property exemptions and states that she has paid to herself for the use of herself, the widow of the deceased, and the two minor children of the deceased, Leroy E. Miller, viz: Lee Miller, a girl now aged six and Leroy Miller, a boy now aged about four years, both of whom reside with and are in the custody of their mother, your administratrix, Pearl V. Miller.

The sum of One Thousand and No/100 Dollars (\$1,000.00) which she has claimed for herself and for her said children as exempt from administration under the personal property exemption laws of the State of Alabama, exempting One Thousand Dollars in personalty to the widow and minor children of a decedent; since said personal property claimed as exempt is not money, there is no need for the appointment of an appraiser. \$1,000.00

May, 27, 1953.	Court costs paid to Probate Court at or about the time of receiving letters of administration.	\$ 11.80
May 27, 1953.	Bond premium to Charles J. Ebert Agency	\$ 16.00
April 26, 1954.	Bond premium to Charles J. Ebert Agency	\$ 16.00
June 8, 1954,	Bond premium to Charles J. Ebert Agency	\$ 16.00
	Court costs paid on final settlement of your estate to be determined by the Court at hearing of this report for final settlement.	\$

For the information of the Court, your petitioner attaches hereto and makes a part of this report, the original oil and gas lease upon which rentals hereinbefore reported as paid to her approved and the original lease of the lessee or transferee of the lessee cancelling same.

TOTAL DISBURSEMENTS.....\$

Amount to be distributed to the distributees of the estate after personal property exemptions paid \$

Your petitioner further makes known to the Court that she is the mother of the two infant children of Leroy E. Miller, deceased, and that she is a fit and proper person to have the custody of said children and that she is a fit and proper person to distribute the funds accruing to the widow and minor children as exempt and is a fit and proper person to distribute any distributee's share of the estate of Leroy E. Miller which may accrue to said minor children not in excess of Five Hundred and No/100 Dollars (\$500.00) each without bond as provided by the Statutes of the State of Alabama and she prays for an order of this Court approving and ratifying the payment by herself as administratrix to herself as widow of Leroy E. Miller and mother of the minor children hereinbefore named, of the sum of One Thousand and No/100 Dollars (\$1,000.00) exempt personal sums as hereinbefore reported and authorizing and instructing her as administratrix of the estate of Leroy E. Miller, deceased, to pay over to herself as an individual, any part of the distributive estate of Leroy E. Miller accruing to each of said infant children not in excess of Five Hundred Dollars each in addition to the aforesaid exempt funds and your petitioner will ever pray.

R E M A R K S

Your petitioner reports that no creditors have filed any claim against this estate in the office of the Judge of Probate of Baldwin County, Alabama.

Pearl V. Miller
Pearl V. Miller

Sworn to and subscribed before me
this the 25 day of July, 1955.

[Signature]
NOTARY PUBLIC

STATE OF ALABAMA I
:
BALDWIN COUNTY I

Before me, the undersigned Notary Public in and for said County in said State, personally appeared Pearl V. Miller, administratrix of the Estate of Leroy E. Miller, deceased, who, being duly sworn, makes oath that the foregoing account current is a full and correct statement of all her dealings and transactions of all moneys and effects received and paid out by her on account of said estate and that she has not used any of the said estate for her own benefit.

Pearl V. Miller
Pearl V. Miller, administratrix
of the Estate of Leroy E. Miller.

Subscribed and sworn to before me

this the 25 day of July, 1955.

C. E. Thompson
NOTARY PUBLIC.

STATE OF ALABAMA I
:
BALDWIN COUNTY I

Pearl V. Miller, Administratrix of the Estate of Leroy E. Miller, deceased, being duly sworn, makes oath that

Lee Miller, a girl, aged six years, residing in Foley, Alabama.

Leroy Miller, a boy, aged four years, residing in Foley, Alabama.

Pearl V. Miller, widow, over twenty-one years, residing in Foley, Ala.

are the heirs and legatees of said deceased, according to the best of her information, knowledge and belief.

Pearl V. Miller
Pearl V. Miller, administratrix
of the estate of Leroy E. Miller.

Subscribed and sworn to before me

this the 25 day of July, 1955.

C. E. Thompson
NOTARY PUBLIC.

STATE OF ALABAMA § § IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA
BALDWIN COUNTY § § IN EQUITY, DOCKET NO. _____

IN THE MATTER OF THE ESTATE OF

LEROY E. MILLER, DECEASED

FINAL DECREE APPROVING THE REPORT OF THE ADMINIS-
TRATRIX OF THE ESTATE OF LEROY E. MILLER, DECEASED
FOR FINAL SETTLEMENT AND DISCHARGING SAID ADMINIS-
TRATRIX AND SURETIES ON HER OFFICIAL BOND FROM ALL
FURTHER LIABILITY

The above captioned matter coming on to be heard before the undersigned Judge of the Circuit Court of Baldwin County, Alabama in Equity, on this the 29th day of May, 1956, and there appearing for the Administratrix, the Honorable C. LeNoir Thompson as her attorney, and there appearing to represent the interest of the infant heirs and distributees, the Honorable Wilson Hayes, an Attorney at Law, duly appointed by this Court to be the Guardian Ad Litem for said Lee Miller, a girl six years of age, and Leroy Miller, a boy four years of age, at the time of the filing of said report for final settlement, and the report of the Administratrix for final settlement being considered and understood by the Court and it appearing to the Court that said Administratrix has made a full and complete accounting of all things coming into her hands as such administratrix and has properly disbursed the same, it is ORDERED, ADJUDGED AND DECREED BY THE COURT;-

1. That said report for final settlement be, and the same is, in all things ratified, confirmed and approved by the Court, and the Administratrix is hereby discharged from all liability as Administratrix, and the Sureties on her official bond are hereby discharged from all liability as such sureties on her bond.

It further appearing to the Court that the personal funds coming into the hands of the Administratrix, viz:- namely chattels and monies, after payment of Court Costs including premiums on official bond, is less than One Thousand Dollars (\$1,000.00) and it appearing to the Court that said Administratrix has paid over to herself as the widow and as the mother of the two minor children of said deceased, Leroy E. Miller, the sum of One Thousand Dollars (\$1,000.00) as exempt monies exempt to them under the laws of the State of Alabama, it is ORDERED, ADJUDGED AND DECREED BY THE COURT:-

2. That said payment of said exempt funds to herself as the widow and for the use of herself and the two infant children of Leroy E. Miller, deceased,

be and the same is hereby ratified, confirmed and approved.

3. It is further ORDERED, ADJUDGED AND DECREED BY THE COURT, that the costs of the Court in this proceeding for final settlement be and the same are hereby taxed against said Administratrix for which let execution issue if the same be not paid within thirty (30) days from the date of the entry and filing of this decree.

DONE and ORDERED BY THE COURT, on this the 7 day of Aug 1956.

Hubert M. Hall
HUBERT HALL, AS JUDGE OF THE CIRCUIT
COURT OF BALDWIN COUNTY, ALABAMA
IN EQUITY SETTING.

3545

of
Leroy Miller

RECORDED
3545

FILED

AUG 27 1905

ALICE B. DICK, Register