

ESTATE OF
LaVELLE FERGUSON,
a Non Compos Mentis

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

IN EQUITY


70.4459

NOTICE OF APPOINTMENT, ACCEPTANCE AND ANSWER
OF GUARDIAN AD LITEM

TO C. LeNOIR THOMPSON, ESQUIRE:

You are hereby notified that, by a decree of this court heretofore rendered in this cause, you have been appointed guardian ad litem to represent LaVelle Ferguson, a non compos mentis, and to protect his interest in connection with a petition which was heretofore filed in this cause and which has been set for hearing at 11:00 o'clock A. M. on June 5, 1970.

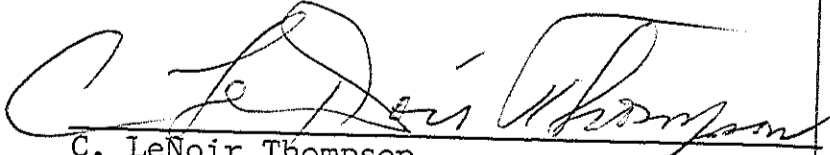
Dated this 5 day of June, 1970.


Register

STATE OF ALABAMA Ø
 *
BALDWIN COUNTY Ø

I, the undersigned, do hereby accept appointment as guardian ad litem for LaVelle Ferguson, a non compos mentis, who is interested in this proceeding, and for answer to the petition heretofore filed in this cause I deny each and all of the allegations of the said petition and demand strict proof of same.

Dated this 5 day of June, 1970.


C. LeNoir Thompson
As Guardian Ad Litem for LaVelle
Ferguson, a Non Compos Mentis

FILED

JUN 5 1970

ALICE J. DUCK CLERK
REGISTER

ESTATE OF
LaVELLE FERGUSON,
a Non Compos Mentis

Ø
Ø
Ø
Ø
Ø

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

IN EQUITY
4459

DECREE CONFIRMING MINERAL LEASE

In this cause it appears to the court from the written report of leasing filed in this cause on this date by Luella Ferguson, as guardian of LaVelle Ferguson, a non compos mentis, that she has in all respects complied with the decree heretofore rendered in this cause dated June 5, 1970, and that she has made, executed and delivered to The Louisiana Land & Exploration Company a lease as authorized in the said decree, and that the amount due to her as such guardian on the making of the said lease has been paid; upon consideration of all of which it is, therefore, ORDERED, ADJUDGED AND DECREED by the court as follows:

The making, execution and delivery of the lease from Luella Ferguson, as guardian of LaVelle Ferguson, a non compos mentis, to The Louisiana Land & Exploration Company, dated June 10, 1970, shall be and it is hereby in all respects confirmed.

ORDERED, ADJUDGED AND DECREED on this the 10th day of June, 1970.

Julius J. Maslowe
Judge

Filed 6-9-70
Acc. Black
Reg

ESTATE OF

LaVELLE FERGUSON,
a Non Compos Mentis

Ø
Ø
Ø
Ø
Ø

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

IN EQUITY
720.4459

DECREE AUTHORIZING EXECUTION OF MINERAL LEASE

This cause coming on to be heard on this date is submitted for a decree authorizing Luella Ferguson, as guardian of LaVelle Ferguson, a non compos mentis, to make, execute and deliver an oil, gas and mineral lease on certain lands in which the said ward has an interest, and is submitted upon the verified petition of the said guardian for authority to execute the said lease, the decree setting this cause for hearing on this date and appointing a guardian ad litem, the notice of appointment, acceptance and answer of the guardian ad litem, and upon the testimony of the witnesses for the petitioner taken in open court as provided in Equity Rule No. 56, as amended; upon consideration of all of which it is, therefore, ORDERED, ADJUDGED AND DECREED by the court as follows:

1. It is to the best interest of the said ward that his said guardian be authorized to execute an oil, gas and mineral lease on the ward's interest in the lands hereinafter described in this decree, and it is not necessary that the said lease be made publicly.

2. Luella Ferguson, as guardian of LaVelle Ferguson, a non compos mentis, shall be and she is hereby fully and completely authorized, empowered, instructed and directed to make, execute and deliver to The Louisiana Land & Exploration Company a lease on the undivided 39-135 interest of the said ward in and to the property described below, situated in Baldwin County, Alabama, to-wit:

IN TOWNSHIP 2 NORTH, RANGE 2 EAST:

In Section 14: Subdivision D, and South Half of South Half of Fractional Section, containing 223 acres, more or less.

In Section 23: Northeast Quarter, containing 160 acres, more or less.

IN TOWNSHIP 2 NORTH, RANGE 2 EAST: (Continued)

In Section 24: West Half of Southwest Quarter, containing 80 acres, more or less.

The above described property consists of 463 acres, more or less, of which 133.76 net mineral acres are owned by the said LaVelle Ferguson,

on Alabama Producers Form 88-D9803 (Revised 2-4-49) With Pooling Provision, for a period of ten (10) years at an annual rental of \$133.76, together with the ward's share of the bonus payment under the said lease amounting to \$1337.56.

3. The said guardian, within ten days after making such lease, shall report the same in writing, under oath, to this court accompanied by a duplicate of the said lease for confirmation.

4. The Register of this court shall promptly file a certified copy of this decree for record in the office of the Judge of Probate of Baldwin County, Alabama, and charge the cost of such recording as a part of the costs of this proceeding.

ORDERED, ADJUDGED AND DECREED on this the 5th day of June, 1970.

Isidore J. Massburn
Judge

FILED

NOV 20 1967 9AM

OCT 13 1967

and that no tax was collected. Recorded in *misc.*
Book 21
Page 254 *Hany Deline*
Judge of Probate
By _____

ALICE J. DECK CLERK
REGISTER

ESTATE OF

LaVELLE FERGUSON,
a Non Compos Mentis

Ø
Ø
Ø
Ø
Ø

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN EQUITY

DECREE

This cause coming on to be heard on this date is submitted on the verified petition filed in this court on this date by Luella Ferguson, as guardian of LaVelle Ferguson, a non compos mentis, the decree of this court heretofore rendered on this date setting the cause for hearing on this date and appointing a guardian ad litem for LaVelle Ferguson, a non compos mentis, without service upon him, and the testimony of Luella Ferguson taken in open court on this date, upon consideration of all of which it is, therefore, ORDERED, ADJUDGED AND DECREED by the court as follows:

1. Luella Ferguson, as guardian of LaVelle Ferguson, a non compos mentis, shall be and she is hereby fully and completely authorized and directed to make, execute and deliver the original and copies of the agreement with International Paper Company, a copy of which instrument is attached to the petition which was heretofore filed in this cause.

2. The sum of Twenty-five Dollars (\$25.00) is hereby fixed as a fee for Walter Patton, guardian ad litem for the said non compos mentis, which fee shall be and it is hereby taxed as a part of the costs of this proceeding.

3. The Register of this court shall file a certified copy of this decree in the office of the Judge of Probate of Baldwin County, Alabama, and tax the cost of such recording as a part of the costs of this proceeding.

4. The costs of this proceeding are hereby taxed against petitioner, for which execution may issue.

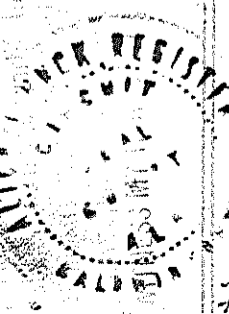
ORDERED, ADJUDGED AND DECREED on this the 13th day of October, 1967.

Filed 9-13-67
Alice J. Deck
Register

Walter Patton
Judge

BOOK 21 PAGE 254

13 Oct 1967
Alice J. Deck



\$5.00

FILED

MAY 21 1970

ALICE J. DUCK CLERK
REGISTER

ESTATE OF
LaVELLE FERGUSON,
a Non-Compos Mentis.

IN THE CIRCUIT COURT
OF BALDWIN COUNTY, ALABAMA,
IN EQUITY
May 22, 1970

MISS LUELLA FERGUSON, BEING FIRST DULY SWORN, TESTIFIED AS
FOLLOWS:

Examination by Mr. Blackburn.

- Q. Miss Ferguson, you are the guardian of your brother, LaVelle Ferguson, are you not?
- A. Yes sir.
- Q. You have filed this petition that I just went over to make this oil, gas and mineral lease to Mr. Richard C. Bradley?
- A. Yes sir.
- Q. Do you own an undivided interest in your own right in the lands described in this petition?
- A. Yes sir.
- Q. And in your opinion is it to the best interest of your brother to make this lease on the basis that we have set out here; that is, for a bonus of \$10.00 per acre, of which your brother's share would be \$1366.50 and rental of \$316.65?
- A. Yes sir.

ON CROSS EXAMINATION OF THIS WITNESS, SHE TESTIFIED:

Examination by Mr. Cooper, Guardian Ad Litem.

- Q. You are satisfied in your mind that that is a fair price for this lease?
- A. Yes sir.

ON RE-DIRECT EXAMINATION OF THIS WITNESS, SHE TESTIFIED:

Examination by Mr. Blackburn.

- Q. Leasing has been slow in your area?
- A. They have never tried to lease this particular part before - - I believe they did about 25 years ago.

MR. E. DAVIDSON, A WITNESS FOR THE PETITIONER, BEING FIRST DULY SWORN, TESTIFIED AS FOLLOWS:

Examination by Mr. Blackburn.

Q. Are you Mr. E. Davidson?

A. Yes sir.

Q. Mr. Davidson, do you own land in Baldwin County, Alabama?

A. Yes sir.

Q. Have you made oil, gas and mineral leases?

A. Yes sir.

Q. You are familiar with leasing of land for oil, gas and minerals?

A. Yes sir.

Q. Recently has there been much activity?

A. We are just beginning in our territory.

Q. In your opinion is the lease that we have discussed here for \$5 years with a bonus of \$10.00 an acre and an annual rental of \$1.00 per acre per year reasonable?

A. Yes sir.

Q. In your opinion, is it to the best interest of this ward that this lease be executed?

A. Yes sir.

ON CROSS EXAMINATION OF THIS WITNESS, HE TESTIFIED:

Examination by Mr. Cooper, guardian ad litem.

Q. The price, Mr. Blackburn just stated, is that the going price?

A. I think it is the going price in that part of the County and about half as much down our way.

C E R T I F I C A T E

I hereby certify that the foregoing, consisting of pages 1 to 3 both inclusive, correctly sets forth a true and correct transcript of the testimony as taken in open Court, before Hon. Telfair J. Mashburn, Judge of said Court on Thursday, May 22, 1970.

This 22nd day of May, 1970.

Louise J. Hershman
Official Court Reporter

IN TOWNSHIP 2 NORTH, RANGE 2 EAST: (Continued)

In Section 24: West Half of Southwest Quarter, containing 80 acres, more or less.

The above described property consists of 463 acres, more or less, of which 133.76 net mineral acres are owned by the said LaVelle Ferguson,

on Alabama Producers Form 88-D9803 (Revised 2-4-49) With Pooling Provision, for a period of ten (10) years at an annual rental of \$133.76, together with the ward's share of the bonus payment under the said lease amounting to \$1337.56.

3. The said guardian, within ten days after making such lease, shall report the same in writing, under oath, to this court accompanied by a duplicate of the said lease for confirmation.

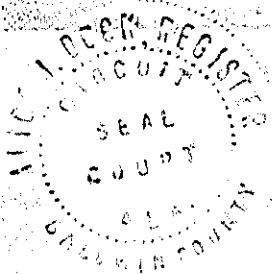
4. The Register of this court shall promptly file a certified copy of this decree for record in the office of the Judge of Probate of Baldwin County, Alabama, and charge the cost of such recording as a part of the costs of this proceeding.

ORDERED, ADJUDGED AND DECREED on this the 5th day of June, 1970.

(S) TELFAIR J. MASHBURN
Judge

I, Alice J. 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 above stated cause, which said decree is on file and enrolled in my office.
WITNESS MY HAND AND SEAL THIS THE 5 day of June, 1970

Alice J. Duck
Register of Circuit Court, in Equity



STATE OF ALABAMA,
BALDWIN COUNTY

I certify that this instrument was filed on

JUN 17 1970 2:10 P

and that no tax was collected. Recorded in deed
Book 403
Page 539-401 *Harry Deline*
Judge of Probate
By *[Signature]*

WHEREFORE, petitioner prays that she, as such guardian, be fully and completely authorized to make, execute and deliver a lease covering her ward's mineral rights in the said land for the term of ten (10) years; that a date be set for the hearing of this petition, a guardian ad litem be appointed to represent the said ward, and that on the day set for hearing the said petition she be authorized to execute the said lease.

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

Respectfully submitted,

Luella Ferguson
Luella Ferguson

J. B. Blackburn
Attorney for Petitioner

STATE OF ALABAMA Ø
 *
BALDWIN COUNTY Ø

Before me, the undersigned authority, in and for said County in said State, personally appeared Luella Ferguson, who, after being by me first duly and legally sworn, deposes and says: That she has read over the foregoing petition, and that the facts stated therein are true.

Luella Ferguson
Luella Ferguson

Sworn to and subscribed before me
on this the 3rd day of June, 1970.

Mary Lou Blackburn
Notary Public, Baldwin County, Alabama

FILED

JUN 4 1970

ALICE J. DUCK CLERK
REGISTER

EXHIBIT A OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this XXX day of XXX, 19 70, between
Luella Ferguson, as guardian of LaVelle Ferguson, a non-compos-
mentis

Lessor (whether one or more) whose address is: _____
and The Louisiana Land & Exploration Company Lessee, WITNESSETH:

1. Lessor in consideration of Ten and more Dollars
(\$ _____), in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets
exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, laying
pipe lines, building roads, tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said
products, and housing its employees, the following described land in Baldwin County, Alabama, to-wit:

IN TOWNSHIP 2 NORTH, RANGE 2 EAST:
Section 14 - Subdivision D, and S/2 S/2 of Fractional Section, containing 223 acres,
more or less.
Section 23 - NE/4, containing 160 acres, more or less.
Section 24 - W/2 SW/4, containing 80 acres, more or less.

It is the intention of Lessor and Lessee that this lease shall also include, and there is hereby included, granted, leased and let, for the purposes and consideration
herein stated, all the land owned or claimed by Lessor, adjacent or contiguous to the land particularly described above, whether the same be in said section or sections,
grant or grants, or in adjacent sections or grants, although not included within the boundaries of the land particularly described above. For the purpose of determining
the amount of any money payment hereunder, the lands herein described shall be treated as comprising 463 acres, whether there be more
or less, and in the event of a partial assignment or surrender hereunder, the assigned or surrendered portion or portions shall be deemed to contain the number of acres
stated in such assignment or surrender.

2. Subject to the other provisions herein contained, this lease shall be for a term of ten years from this date (called "primary term") and as long
thereafter as oil, gas or other mineral is produced from said land or lands with which said land is pooled hereunder.

3. The royalties to be paid by Lessee are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the wells or
to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession,
paying the market price therefor prevailing for the field where produced on the date of purchase, in either case such interest to bear its proportion of any
expense of treating unmerchantable oil to render it merchantable as crude; (b) on gas, including casinghead gas or other gaseous substance, produced
from said land and sold or used off the premises or in the manufacture of gasoline or other product therefrom, the market value at the well of
one-eighth of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth of the amount realized from such sale;
where gas from a gas well is not sold or used, Lessee may pay as royalty \$100.00 per well per year and if such payment is made it will be considered that
gas is being produced within the meaning of Paragraph 2 hereof; and (c) on all other minerals mined and marketed, one-tenth either in kind or value
at the well or mine, at Lessee's election, except that on sulphur mined and marketed, the royalty shall be fifty cents (50c) per long ton. Lessee shall have
free use of oil, gas, coal, wood and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil, gas and
coal shall be computed after deducting any so used. Lessor shall have the privilege at his risk and expense of using gas from any gas well on said
land for stoves and inside lights in the principal dwelling thereon out of any surplus gas not needed for operations hereunder.

4. Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other
land, lease or leases in the immediate vicinity thereof, when in Lessee's judgment it is necessary or advisable to do so in order properly to develop and op-
erate said premises in compliance with any lawful spacing rules which may be prescribed for the field in which this lease is situated by any duly authorized
authority, or when to do so would, in the judgment of Lessee, promote the conservation of the oil and gas in and under and that may be produced from
said premises. Lessee shall execute in writing an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit
shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found
on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or
not. In lieu of the royalties elsewhere herein specified, Lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated
herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular
unit involved.

5. If operations for drilling are not commenced on said land or on acreage pooled therewith as above provided on or before one year from this date
the lease shall terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender to Lessor or to the credit of Lessor

in Baldwin County Bank at Bay Minette, Alabama
(which bank and its successors are Lessor's agent and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership
of said land or the rentals) the sum of One hundred thirty-three and 76/100 Dollars
133.76

(\$ _____), (herein called rental), which shall cover the privilege of deferring commencement of drilling operations for a period of
twelve (12) months. In like manner and upon like payments or tenders annually the commencement of drilling operations may be further deferred for suc-
cessive periods of twelve (12) months each during the primary term. The payment or tender of rental may be made by the check or draft of Lessee mailed
or delivered to Lessor or to said bank on or before such date of payment. If such bank (or any successor bank) should fail, liquidate or be succeeded by an-
other bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payment or tender of rental until
thirty (30) days after Lessor shall deliver to Lessee a proper recordable instrument, naming another bank as agent to receive such payments or tenders. The
down cash payment is consideration for this lease according to its terms and shall not be allocated as mere rental for a period. Lessee may at any time
or times execute and deliver to Lessor or to the depository above named or place of record a release or releases covering any portion or portions of the above de-
scribed premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and there-
after the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

6. If prior to discovery of oil, gas or other mineral on said land or on acreage pooled therewith Lessee should drill a dry hole or holes thereon, or if
after discovery of oil, gas or other mineral, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences additional
drilling or reworking operations within 60 days thereafter or if it be within the primary term, commences or resumes the payment or tender of rentals or com-
mences operations for drilling or reworking on or before the rental paying date next ensuing after the expiration of 60 days from date of completion of dry
hole or cessation of production. If at any time subsequent to sixty (60) days prior to the beginning of the last year of the primary term and prior to the dis-
covery of oil, gas or other mineral on said land, or on acreage pooled therewith, Lessee should drill a dry hole thereon, no rental payment or operations are
necessary in order to keep the lease in force during the remainder of the primary term. If at the expiration of the primary term, oil, gas or other min-
eral is not being produced on said land, or on acreage pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon or shall have
completed a dry hole thereon within sixty (60) days prior to the end of the primary term, the lease shall remain in force so long as operations are prosecut-
ed with no cessation of more than sixty (60) consecutive days, and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas
or other mineral is produced from said land or acreage pooled therewith. In the event a well or wells producing oil or gas in paying quantities should be
brought in on adjacent land and within one hundred fifty (150) feet of and draining the leased premises, or acreage pooled therewith, Lessee agrees to
drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances.

7. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said
land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well
shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent. Lessee shall be responsible for all
damages caused by Lessee's operations hereunder other than damages necessarily caused by the exercise of the rights herein granted.

8. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and
assigns; but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish
the rights of Lessee; and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by
registered U. S. mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of
assignment hereof in whole or in part liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion there-
of who commits such breach. In the event of the death of any person entitled to rentals hereunder, Lessee may pay or tender such rentals to the credit of
the deceased or the estate of the deceased until such time as Lessee is furnished with proper evidence of the appointment and qualifications of an executor or
administrator of the estate, or if there be none, then until Lessee is furnished with evidence satisfactory to it as to the heirs or devisees of the deceased, and
that all debts of the estate have been paid. If at any time two or more persons be entitled to participate in the rental payable hereunder, Lessee may pay or
tender said rental jointly to such persons or to their joint credit in the depository named herein; or, at Lessee's election, the proportionate part of said rental
to which each participant is entitled may be paid or tendered to him separately or to his separate credit in said depository; and payment or tender to any
participant of his portion of the rentals hereunder shall maintain this lease as to such participant. In event of assignment of this lease as to a segregated por-
tion of said land, the rentals payable hereunder shall be apportionable as between the several leasehold owners ratably according to the surface area of each,
and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. If six or more parties become entitled to royalty here-
under, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to re-
ceive payment for all.

ESTATE OF

LaVELLE FERGUSON,
a Non Compos Mentis

〇
 〇
 〇
 〇
 〇

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY

PETITION BY GUARDIAN FOR AUTHORITY TO EXECUTE MINERAL LEASE
TO THE HONORABLE TELFAIR J. MASHBURN, JUDGE OF THE CIRCUIT COURT
OF BALDWIN COUNTY, ALABAMA, SITTING IN EQUITY:

Your petitioner, Luella Ferguson, respectfully represents
unto the court and your Honor as follows:

1. She has been appointed, qualified and is now acting as guardian of LaVelle Ferguson, a non compos mentis. She was appointed as such guardian by the Probate Court of Baldwin County, Alabama, after which the said guardianship was removed to and is now pending in this court.

2. The said LaVelle Ferguson owns an undivided 39/135 interest in and to the following described property situated in Baldwin County, Alabama, to-wit:

IN TOWNSHIP 2 NORTH, RANGE 2 EAST

In Section 15: Entire, except that part South of a line described as beginning at the Southeast corner of said Section and run North 3 degrees 28 minutes East 1,309 feet, run thence North 84 degrees 45 minutes West 5,237 feet, thence South 1,335 feet to the Southwest corner of said Section 15.

In Section 17: The North Half of said Section.

In Section 37: All that part which lies North and West of Bear Creek; said Section 37 being also known as the James Carpenter Grant and as the Richard, Caleb, and Joseph Carpenter Grant.

In Section 49: Commencing at a point on the East margin of Alabama River, which point is also the Southwest corner of the John Linder, Jr. Grant and being at the mouth of Majors Creek; run thence up the East margin of said river 6.75 chains to the point of beginning; thence continue North up said Alabama River along the East bank thereof 3 chains; thence East 2 chains; thence South 3 chains; thence West 2 chains to the point of beginning.

The above described property consists of 1096 acres, of which 316.65 net mineral acres are owned by the said LaVelle Ferguson.

3. It is to the best interest of the said ward that his said interest in the mineral rights in and to the above described property be leased for a period not to exceed five (5) years and that the said lease be made privately.

4. Petitioner further alleges that the other joint owners of the said property have executed a lease to Richard C. Bradley in the form of the lease which is attached hereto, marked "Exhibit A," and by reference made a part hereof as though fully incorporated herein.

WHEREFORE, petitioner prays that she, as such guardian, be fully and completely authorized to make, execute and deliver a lease covering her ward's mineral rights in the said land for the term of five (5) years; that a date be set for the hearing of this petition, a guardian ad litem be appointed to represent the said ward, and that on the day set for hearing the said petition she be authorized to execute the said lease.

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

Respectfully submitted,

Luella Ferguson
Petitioner

J. B. Blackburn
Attorney for Petitioner

STATE OF ALABAMA Ø

BALDWIN COUNTY Ø

Before me, the undersigned authority, in and for said County in said State, personally appeared Luella Ferguson, who, after being by me first duly and legally sworn, deposes and says:

That she has read over the foregoing petition, and that the facts stated therein are true.

Lueña Ferguson
Lueña Ferguson

Sworn to and subscribed before me on
this the 12th day of May, 1970.

Mary Lou Blackburn
Notary Public, Baldwin County, Alabama

FILED

MAY 20 1970

ALICE J. DUCK CLERK
REGISTER

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 16th day of April 19 70, between

Luella Ferguson as Guardian of LaVelle Ferguson, a non compos mentis

Lessor (whether one or more) whose address is: Box 66, Latham Route, Stockton, Ala. 36579
and Richard C. Bradley, 406 Rollingwood Drive, Jackson, Mississippi 39211 Lessee, WITNESSETH:
1. Lessor in consideration of Ten and No/100 and other valuable consideration Dollars

(\$10.00 & OVC), in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, laying pipe lines, building roads, tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in BALDWIN County, Alabama, to-wit:

IN TOWNSHIP 2 NORTH, RANGE 2 EAST

In Section 15: Entire, except that part South of a line described as beginning at the Southeast corner of said Section and run North 3 degrees, 28 minutes East 1,309 feet, run thence North 84 degrees, 45 minutes West 5,237 feet, thence South 1,335 feet to the Southwest corner of said Section 15.

In Section 17: The N $\frac{1}{2}$ of said Section.

In Section 37: All that part which lies North and West of Bear Creek; said Section 37 being also known as the James Carpenter Grant and as the Richard, Caleb, and Joseph Carpenter Grant.

In Section 49: Commencing at a point on the East margin of the Alabama River, which point is also the Southwest corner of the John Linder, Jr. Grant and being at the mouth of Majors Creek; run thence up the East margin of said river 6.75 chains to the point of beginning, thence continue North up said Alabama River along the East bank thereof 3 chains, thence East 2 chains, thence South 3 chains, thence West 2 chains to the point of beginning.

It is the intention of Lessor and Lessee that this lease shall also include, and there is hereby included, granted, leased and let, for the purposes and consideration herein stated, all the land owned or claimed by Lessor, adjacent or contiguous to the land particularly described above, whether the same be in said section or sections, grant or grants, or in adjacent sections or grants, although not included within the boundaries of the land particularly described above. For the purpose of determining

the amount of any money payment hereunder, the lands herein described shall be treated as comprising 1.096 acres, whether there be more or less, and in the event of a partial assignment or surrender hereunder, the assigned or surrendered portion or portions shall be deemed to contain the number of acres stated in such assignment or surrender.

2. Subject to the other provisions herein contained, this lease shall be for a term of five years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land or lands with which said land is pooled hereunder.

3. The royalties to be paid by Lessee are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase, in either case such interest to bear its proportion of any expense of treating unmerchantable oil to render it merchantable as crude; (b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or in the manufacture of gasoline or other product therefrom, the market value at the well of one-eighth of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth of the amount realized from such sale; where gas from a gas well is not sold or used, Lessee may pay as royalty \$100.00 per well per year and if such payment is made it will be considered that gas is being produced within the meaning of Paragraph 2 hereof; and (c) on all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election, except that on sulphur mined and marketed, the royalty shall be fifty cents (50c) per long ton. Lessee shall have free use of oil, gas, coal, wood and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil, gas and coal shall be computed after deducting any so used. Lessor shall have the privilege at his risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling thereon out of any surplus gas not needed for operations hereunder.

4. Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in Lessee's judgment it is necessary or advisable to do so in order properly to develop and operate said premises in compliance with any lawful spacing rules which may be prescribed for the field in which this lease is situated by any duly authorized authority, or when to do so would, in the judgment of Lessee, promote the conservation of the oil and gas in and under and that may be produced from said premises. Lessee shall execute in writing an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, Lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

5. If operations for drilling are not commenced on said land or on acreage pooled therewith as above provided on or before one year from this date the lease shall then terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender to Lessor or to the credit of Lessor

in Baldwin County Bank Bank at Bay Minette 36507, Alabama
(which bank and its successors are Lessor's agent and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership

of said land or the rentals) the sum of One Thousand Ninety Six and No/100 Dollars

(\$1,096.00), (herein called rental), which shall cover the privilege of deferring commencement of drilling operations for a period of twelve (12) months. In like manner and upon like payments or tenders annually the commencement of drilling operations may be further deferred for successive periods of twelve (12) months each during the primary term. The payment or tender of rental may be made by the check or draft of Lessee mailed or delivered to Lessor or to said bank on or before such date of payment. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payment or tender of rental until the thirty (30) days after Lessor shall deliver to Lessee a proper recordable instrument, naming another bank as agent to receive such payments or tenders. The down cash payment is consideration for this lease according to its terms and shall not be allocated as mere rental for a period. Lessee may at any time or times execute and deliver to Lessor or to the depository above named or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

6. If prior to discovery of oil, gas or other mineral on said land or on acreage pooled therewith Lessee should drill a dry hole or holes thereon, or if after discovery of oil, gas or other mineral, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences additional drilling or reworking operations within 60 days thereafter or if it be within the primary term, commences or resumes the payment or tender of rentals or commences operations for drilling or reworking on or before the rental paying date next ensuing after the expiration of 60 days from date of completion of dry hole or cessation of production. If at any time subsequent to sixty (60) days prior to the beginning of the last year of the primary term and prior to the discovery of oil, gas or other mineral on said land, or on acreage pooled therewith, Lessee should drill a dry hole thereon, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If at the expiration of the primary term, oil, gas or other mineral is not being produced on said land, or on acreage pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon or shall have completed a dry hole thereon within sixty (60) days prior to the end of the primary term, the lease shall remain in force so long as operations are prosecuted with no cessation of more than sixty (60) consecutive days, and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas or other mineral is produced from said land or acreage pooled therewith. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within one hundred fifty (150) feet of and draining the leased premises, or acreage pooled therewith, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances.

7. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent. Lessee shall be responsible for all damages caused by Lessee's operations hereunder other than damages necessarily caused by the exercise of the rights herein granted.

8. The rights of either party in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee; and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by the registered U. S. mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or in part liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof of who commits such breach. In the event of the death of any person entitled to rentals hereunder, Lessee may pay or tender such rentals to the credit of the deceased or the estate of the deceased until such time as Lessee is furnished with proper evidence of the appointment and qualifications of an executor or administrator of the estate, or if there be none, then until Lessee is furnished with evidence satisfactory to it as to the heirs or devisees of the deceased, and that all debts of the estate have been paid. If at any time two or more persons be entitled to participate in the rental payable hereunder, Lessee may pay or tender said rental jointly to such persons or to their joint credit in the depository named herein; or, at Lessee's election, the proportionate part of said rental tender said rental jointly to such persons or to his separate credit in said depository; and payment or tender to any participant of his portion of the rentals hereunder shall maintain this lease as to such participant. In event of assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportionable as between the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.

9. The breach by Lessee of any obligation hereunder shall not work a forfeiture or termination of this lease nor be cause for cancellation hereof in whole or in part save as herein expressly provided. If the obligation should require the drilling of a well or wells, Lessee shall have ninety (90) days after the receipt of written notices by Lessee from Lessor specifically stating the breach alleged by Lessor within which to begin operations for the drilling of any such well or wells; and the only penalty for failure so to do shall be the termination of this lease save as to forty (40) acres for each well being worked on or producing oil or gas, to be selected by Lessee so that each forty (40) acre tract will embrace one such well. After the discovery of oil, gas or other mineral in paying quantities on said premises, Lessee shall reasonably develop the acreage retained hereunder, but in discharging this obligation it shall in no event be required to drill more than one well per forty (40) acres of the area retained hereunder and capable of producing oil, gas or other mineral in paying quantities.

10. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid Lessor shall be reduced proportionately. Failure of Lessee to reduce rental paid hereunder shall not impair the right of Lessee to reduce royalties. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided.

11. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations thereon or from producing oil or gas therefrom by reason of scarcity of or inability to obtain or to use equipment or material, or by operation of force majeure, or any Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil or gas from the leased premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

12. The undersigned Lessor, for himself and his heirs, successors and assigns, hereby surrenders and releases all rights of homestead in the premises herein described, in so far as said rights of homestead may in any way affect the purpose for which this lease is made as recited herein, and agrees that the annual drilling deferment rental payments made to Lessor as herein provided will fully protect this lease as to the full interests of the undersigned.

In WITNESS WHEREOF, this instrument is signed, sealed and delivered on the date first above written

WITNESS:

_____(SEAL)
Louella Ferguson as Guardian of

_____(SEAL)
LaVelle Ferguson, a non compos mentis

_____(SEAL)

_____(SEAL)

_____(SEAL)

_____(SEAL)

_____(SEAL)
Lessor.

STATE OF ALABAMA
COUNTY OF BALDWIN

I, _____, a Notary Public in and for said County, in said State, hereby certify that

Louella Ferguson as Guardian of LaVelle Ferguson, a non compos mentis

Whose name is signed to the foregoing instrument, and

who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and Official Seal, this _____ day of _____, A. D. 19 70

Notary Public in and for

County,

WIFE'S SEPARATE ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public in and for said County, in said State, do hereby certify that

on the _____ day of _____, 19 _____, came before me the within named _____

known to me to be the wife of the within named _____

who being examined separate and apart from the husband, touching her signature to the within instrument, acknowledged that she signed the same of her own free will and accord, and without fear, constraints or threats on the part of her husband.

Given under my hand and Official Seal, this _____ day of _____, A. D. 19 _____

Notary Public in and for

County,

ESTATE OF

LaVELLE FERGUSON,
a Non Compos Mentis

Ø
Ø
Ø
Ø
Ø

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY

ORDER SETTING DATE FOR HEARING PETITION OF
GUARDIAN TO MAKE, EXECUTE AND DELIVER OIL,
GAS AND MINERAL LEASE, AND APPOINTING GUARDIAN
AD LITEM

This cause coming on to be heard on this date is submitted on the petition of Luella Ferguson, as guardian of LaVelle Ferguson, a non compos mentis, to make, execute and deliver an oil, gas and mineral lease on certain lands in which the said ward is interested, situated in Baldwin County, Alabama; upon consideration of all of which it is, therefore, ORDERED, ADJUDGED AND DECREED by the court as follows:

1. The said petition shall be and it is hereby set for hearing at ^{1:00}~~10:00~~ o'clock ^{P.}~~A.~~ M. on the 21st day of May, 1970.

2. Kenneth Cooper, an Attorney at Law, practicing in Baldwin County, Alabama, shall be and he is hereby appointed as guardian ad litem to represent the said ward on the hearing of the said petition, and the Register of this court is hereby instructed to immediately notify the said guardian ad litem of his said appointment.

ORDERED, ADJUDGED AND DECREED on this the 20th day of May, 1970.

Jeffrey G. Maske
Judge

FILED

MAY 20 1970

ALICE J. DUCK CLERK
REGISTER

ESTATE OF

LaVELLE FERGUSON,
a Non Compos Mentis

Ø
Ø
Ø
Ø
Ø

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY

NOTICE OF APPOINTMENT, ACCEPTANCE AND ANSWER OF
GUARDIAN AD LITEM

TO KENNETH COOPER, ESQUIRE:

You are hereby notified that, by a decree of this court heretofore rendered in this cause, you have been appointed guardian ad litem to represent LaVelle Ferguson, a non compos mentis, and to protect his interest in connection with a petition which was heretofore filed in this cause and which has been set for hearing at 1:00 o'clock P. M. on May 21, 1970.

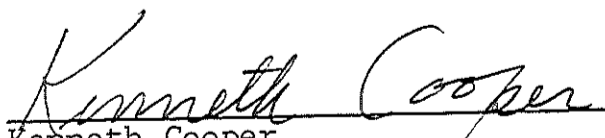
Dated this 20th day of May, 1970.


Register

STATE OF ALABAMA Ø
*
BALDWIN COUNTY Ø

I, the undersigned, do hereby accept appointment as guardian ad litem for LaVelle Ferguson, a non compos mentis, who is interested in this proceeding, and for answer to the petition heretofore filed in this cause I deny each and all of the allegations of the said petition and demand strict proof of same.

Dated this 21st day of May, 1970.


Kenneth Cooper
As Guardian Ad Litem for LaVelle
Ferguson, a Non Compos Mentis

FILED

MAY 28 1970

ALICE J. DUCK CLERK
REGISTER

ESTATE OF
LaVELLE FERGUSON,
a Non Compos Mentis

Ø
Ø
Ø
Ø
Ø

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY

DECREE AUTHORIZING EXECUTION OF MINERAL LEASE

This cause coming on to be heard on this date is submitted for a decree authorizing Luella Ferguson, as guardian of LaVelle Ferguson, a non compos mentis, to make, execute and deliver an oil, gas and mineral lease on certain lands in which the said ward has an interest, and is submitted upon the verified petition of the said guardian for authority to execute the said lease, the decree setting this cause for hearing on this date and appointing a guardian ad litem, the notice of appointment, acceptance and answer of the guardian ad litem, and upon the testimony of the witnesses for the petitioner taken in open court as provided in Equity Rule No. 56, as amended; upon consideration of all of which it is, therefore, ORDERED, ADJUDGED AND DECREED by the court as follows:

1. It is to the best interest of the said ward that his said guardian be authorized to execute an oil, gas and mineral lease on the ward's interest in the lands hereinafter described in this decree, and it is not necessary that the said lease be made publicly.

2. Luella Ferguson, as guardian of LaVelle Ferguson, a non compos mentis, shall be and she is hereby fully and completely authorized, empowered, instructed and directed to make, execute and deliver to Richard C. Bradley a lease on the undivided 39/135 interest of the said ward in and to the property described below, situated in Baldwin County, Alabama, to-wit:

IN TOWNSHIP 2 NORTH, RANGE 2 EAST

In Section 15: Entire, except that part South of a line described as beginning at the Southeast corner of said Section and run North 3 degrees 28 minutes East 1,309 feet, run thence North 84 degrees 45 minutes West 5,237 feet, thence South 1,335 feet to the Southwest corner of said Section 15.

IN TOWNSHIP 2 NORTH, RANGE 2 EAST (Continued)

In Section 17: The North Half of said Section.

In Section 37: All that part which lies North and West of Bear Creek; said Section 37 being also known as the James Carpenter Grant and as the Richard, Caleb, and Joseph Carpenter Grant.

In Section 49: Commencing at a point on the East margin of Alabama River, which point is also the Southwest corner of the John Linder, Jr. Grant and being at the mouth of Majors Creek; run thence up the East margin of said river 6.75 chains to the point of beginning; thence continue North up said Alabama River along the East bank thereof 3 chains; thence East 2 chains; thence South 3 chains; thence West 2 chains to the point of beginning.

The above described property consists of 1096 acres, of which 316.65 net mineral acres are owned by the said LaVelle Ferguson,

on Alabama Producers Form 88-D9803 (Revised 2-4-49) With Pooling Provision, for a period of five (5) years at an annual rental of \$316.65, together with the ward's share of the bonus payment under the said lease amounting to \$3166.50.

3. The said guardian shall, within ten days after making such lease, report the same in writing, under oath, to this court accompanied by a duplicate of the said lease for confirmation.

4. The Register of this court shall promptly file a certified copy of this decree for record in the office of the Judge of Probate of Baldwin County, Alabama, and charge the cost of such recording as a part of the costs of this proceeding.

ORDERED, ADJUDGED AND DECREED on this the 21st day of May, 1970.

Julian J. Marshall
Judge

FILED

MAY 27 1970

ALICE J. DUCK CLERK
REGISTER

ESTATE OF
LaVELLE FERGUSON,
a Non Compos Mentis

Ø
Ø
Ø
Ø
Ø

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

IN EQUITY

No. 4459

REPORT OF LEASING

The undersigned Luella Ferguson, as guardian of LaVelle Ferguson, a non compos mentis, hereby reports that, pursuant to the authority conferred upon her by the decree heretofore rendered in this cause and dated May 21, 1970, she has made, executed and delivered to Richard C. Bradley an oil, gas and mineral lease as provided in the said decree, a copy of which lease is hereto attached and by reference made a part hereof as though fully incorporated herein.

The said guardian further reports that the bonus of \$3166.50, which is due to her as guardian of the said ward, has been paid to her in cash.

WHEREFORE, petitioner prays that the court will render a decree confirming the making of the said lease in the manner provided by law.

Respectfully submitted,

Luella Ferguson

Luella Ferguson
As Guardian of LaVelle Ferguson, a
Non Compos Mentis

STATE OF ALABAMA Ø
*
BALDWIN COUNTY Ø

Before me, the undersigned authority, within and for said County in said State, personally appeared Luella Ferguson, who, after being by me first duly and legally sworn, deposes and says: That she is guardian of LaVelle Ferguson, a non compos mentis; that she has read the above and foregoing instrument and that the facts

contained therein are true.

Luella Ferguson
Luella Ferguson

Sworn to and subscribed before me on
this the 28th day of May, 1970.

Mary Lou Blackburn

Notary Public, Baldwin County, Alabama

FILED

MAY 28 1970

ALICE J. DUBI CLECK
REC'D SIER

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 22nd day of May 1970, between

Lucille Ferguson as Guardian of Lavelle Ferguson, a non compos mentis

Lessor (whether one or more) whose address is: Box 66, Latham Route, Stockton, Ala. 36579
and Richard C. Bradley, 406 Hollingswood Drive, Jackson, Mississippi 39211

Lessee, WITNESSETH:

1. Lessor in consideration of Two and No/100 and other valuable consideration Dollars
(20.00 & ONE), in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, laying pipe lines, building roads, tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in DAKOTAH County, Alabama, to-wit:

IN TOWNSHIP 2 NORTH, RANGE 2 EAST

In Section 15: Entire, except that part South of a line described as beginning at the Southeast corner of said Section and run North 3 degrees, 26 minutes East 1,309 feet, run thence North 84 degrees, 45 minutes West 5,237 feet, thence South 1,335 feet to the Southwest corner of said Section 15.

In Section 17: The 1/4 of said Section.

In Section 37: All that part which lies North and West of Bear Creek; said Section 37 being also known as the James Carpenter Grant and as the Richard, Caleb, and Joseph Carpenter Grant.

In Section 49: Commencing at a point on the East margin of the Alabama River, which point is also the Southwest corner of the John Linder, Jr. Grant and being at the mouth of Majors Creek; run thence up the East margin of said river 6.75 chains to the point of beginning, thence continue North up said Alabama River along the East bank thereof 3 chains, thence East 2 chains, thence South 3 chains, thence West 2 chains to the point of beginning.

It is the intention of Lessor and Lessee that this lease shall also include, and there is hereby included, granted, leased and let, for the purposes and consideration herein stated, all the land owned or claimed by Lessor, adjacent or contiguous to the land particularly described above, whether the same be in said section or sections, grant or grants, or in adjacent sections or grants, although not included within the boundaries of the land particularly described above. For the purpose of determining

the amount of any money payment hereunder, the lands herein described shall be treated as comprising _____ acres, whether there be more or less, and in the event of a partial assignment or surrender hereunder, the assigned or surrendered portion or portions shall be deemed to contain the number of acres stated in such assignment or surrender.

2. Subject to the other provisions herein contained, this lease shall be for a term of ten years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land or lands with which said land is pooled hereunder.

3. The royalties to be paid by Lessee are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase, in either case such interest to bear its proportion of any expense of treating unmerchantable oil to render it merchantable as crude; (b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or in the manufacture of gasoline or other product therefrom, the market value at the well of one-eighth of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth of the amount realized from such sale; where gas from a gas well is not sold or used, Lessee may pay as royalty \$100.00 per well per year and if such payment is made it will be considered that gas is being produced within the meaning of Paragraph 2 hereof; and (c) on all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election, except that on sulphur mined and marketed, the royalty shall be fifty cents (50c) per long ton. Lessee shall have free use of oil, gas, coal, wood and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil, gas and coal shall be computed after deducting any so used. Lessor shall have the privilege at his risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling thereon out of any surplus gas not needed for operations hereunder.

4. Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in Lessee's judgment it is necessary or advisable to do so in order properly to develop and operate said premises in compliance with any lawful spacing rules which may be prescribed for the field in which this lease is situated by any duly authorized authority, or when to do so would, in the judgment of Lessee, promote the conservation of the oil and gas in and under and that may be produced from said premises. Lessee shall execute in writing an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, Lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

5. If operations for drilling are not commenced on said land or on acreage pooled therewith as above provided on or before one year from this date the lease shall then terminate as to both parties unless on or before such anniversary date Lessee shall pay or tender to Lessor or to the credit of Lessor

_____ Bank at _____, Alabama
(which bank and its successors are Lessor's agent and shall continue as the depository for all parties payable hereunder regardless of change in ownership of said land or the rentals) the sum of _____ Dollars

(_____), (herein called rental), which shall cover the privilege of deferring commencement of drilling operations for a period of twelve (12) months. In like manner and upon like payments or tenders annually the commencement of drilling operations may be further deferred for successive periods of twelve (12) months each during the primary term. The payment or tender of rental may be made by the check or draft of Lessee mailed or delivered to Lessor or to said bank on or before such date of payment. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payment or tender of rental until thirty (30) days after Lessor shall deliver to Lessee a proper recordable instrument, naming another bank as agent to receive such payments or tenders. The down cash payment is consideration for this lease according to its terms and shall not be allocated as mere rental for a period. Lessee may at any time or times execute and deliver to Lessor or to the depository above named or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

6. If prior to discovery of oil, gas or other mineral on said land or on acreage pooled therewith Lessee should drill a dry hole or holes thereon, or if after discovery of oil, gas or other mineral, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences additional drilling or reworking operations within 60 days thereafter or if it be within the primary term, commences or resumes the payment or tender of rentals or commences operations for drilling or reworking on or before the rental paying date next ensuing after the expiration of 60 days from date of completion of dry hole or cessation of production. If at any time subsequent to sixty (60) days prior to the beginning of the last year of the primary term and prior to the discovery of oil, gas or other mineral on said land, or on acreage pooled therewith, Lessee should drill a dry hole thereon, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If at the expiration of the primary term, oil, gas or other mineral is not being produced on said land, or on acreage pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon or shall have completed a dry hole thereon within sixty (60) days prior to the end of the primary term, the lease shall remain in force so long as operations are prosecuted with no cessation of more than sixty (60) consecutive days, and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas or other mineral is produced from said land or acreage pooled therewith. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within one hundred fifty (150) feet of and draining the leased premises, or acreage pooled therewith, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances.

7. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent. Lessee shall be responsible for all damages caused by Lessee's operations hereunder other than damages necessarily caused by the exercise of the rights herein granted.

8. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns; but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee; and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U. S. mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or in part liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. In the event of the death of any person entitled to rentals hereunder, Lessee may pay or tender such rentals to the credit of the deceased or the estate of the deceased until such time as Lessee is furnished with proper evidence of the appointment and qualifications of an executor or administrator of the estate, or if there be none, then until Lessee is furnished with evidence satisfactory to it as to the heirs or devisees of the deceased, and that all debts of the estate have been paid. If at any time two or more persons be entitled to participate in the rental payable hereunder, Lessee may pay or tender said rental jointly to such persons or to their joint credit in the depository named herein; or, at Lessee's election, the proportionate part of said rental to which each participant is entitled may be paid or tendered to him separately or to his separate credit in said depository; and payment or tender to any participant of his portion of the rentals hereunder shall maintain this lease as to such participant. In event of assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportionable as between the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.

ESTATE OF

LaVELLE FERGUSON,
a Non Compos Mentis

Ø
Ø
Ø
Ø
Ø

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY

DECREE CONFIRMING MINERAL LEASE

In this cause it appears to the court from the written report of leasing heretofore filed in this cause by Luella Ferguson, as guardian of LaVelle Ferguson, a non compos mentis, that she has in all respects complied with the decree heretofore rendered in this cause dated May 21, 1970, and that she has made, executed and delivered to Richard C. Bradley a lease as authorized in the said decree, and that the amount due to her as such guardian on the making of the said lease has been paid; upon consideration of all of which it is, therefore, ORDERED, ADJUDGED AND DECREED by the court as follows:

The making, execution and delivery of the lease from Luella Ferguson, as guardian of LaVelle Ferguson, a non compos mentis, to Richard C. Bradley, dated May 22, 1970, shall be and it is hereby in all respects confirmed.

ORDERED, ADJUDGED AND DECREED on this the 28th day of May, 1970.

Julian J. Madaleno
Judge

FILED

MAY 28 1970

ALICE J. BUCK CLERK
REGISTER

ESTATE OF

LaVELLE FERGUSON,
a Non Compos Mentis

Ø

IN THE CIRCUIT COURT OF

Ø

BALDWIN COUNTY, ALABAMA

Ø

IN EQUITY

NO. 4459

ORDER SETTING DAY TO HEAR PETITION

This cause coming on to be heard on this date is submitted on the verified petition for final settlement filed by Luella Ferguson, as guardian of LaVelle Ferguson, a non compos mentis, upon consideration of which, it is, therefore, ORDERED, ADJUDGED AND DECREED by the court as follows:

1. The said petition shall be and it is hereby set for hearing at 10:00 o'clock A. M. on the 27th day of April, 1971.

2. A. Cannon Owens, Jr., an Attorney at Law, practicing in Baldwin County, Alabama, and who is in all respects a fit and proper person to be appointed as guardian ad litem to represent the said ward, LaVelle Ferguson, shall be and he is hereby appointed as guardian ad litem to represent the said ward and to protect his interest in the said proceeding. Notice of the said appointment shall be given to the said guardian ad litem, and notice of the filing of the said petition for final settlement and of the date set for hearing same shall be given by publication once a week for three successive weeks in the Baldwin Times, a newspaper published at Bay Minette, Alabama.

ORDERED, ADJUDGED AND DECREED on this the 25th day of March, 1971.

Jeffrey J. Maslbury
Judge

FILED

MAR 25 1971

Vol. 112 No. 684

$$\begin{array}{c} \textcircled{X} \\ * \\ \textcircled{X} \end{array}$$

IN EQUITY NO. 4459

RECAPITULATION
(Continued)

Balance on deposit in Baldwin County Bank, as shown on preceding page	\$ 6,963.37
Amount on deposit in savings account in First National Bank, Mobile, Alabama, as shown on preceding page	2,773.55
Savings Certificate No. 11357, First National Bank, Mobile, Alabama, including interest	<u>26,946.96</u>
	\$ 36,683.88

The increase in receipts shown on the preceding page resulted from interest earned, timber sold and funds contributed to the guardian by Luella Ferguson, individually, and Perry C. Ferguson

Virginia Ferguson and Louella Ferguson, aunts of the said guardian and of the ward, died while the guardianship of La Velle Ferguson was pending; and on the death of the two said aunts, various bank accounts with survivorship provisions were in existence, under which Perry C. Ferguson and Luella Ferguson, the guardian, individually, received the funds on deposit in the said accounts. They transferred a net one-fourth of the funds which they received to Luella Ferguson, as guardian of La Velle Ferguson, which partly accounts for the increase in receipts as shown above.

Luella Ferguson
Luella Ferguson
(Petitioner)

STATE OF ALABAMA Ø
 *
BALDWIN COUNTY Ø

Before me, the undersigned authority, in and for said County in said State, personally appeared Luella Ferguson, who, after being by me first duly and legally sworn, deposes and says:

That she has read over the foregoing amended petition, and that the facts stated therein are true.

Luella Ferguson
Luella Ferguson

Sworn to and subscribed before me on this the 27th day of April, 1971.

Mary Lou Blackburn
Notary Public, Baldwin County, Alabama

FILED

APR 28 1971

EUNICE G. TINDAL, Register
Baldwin Co., Ala.

ESTATE OF	Ø	IN THE CIRCUIT COURT OF
	Ø	
LaVELLE FERGUSON,	Ø	BALDWIN COUNTY, ALABAMA
a Non Compos Mentis	Ø	
	Ø	IN EQUITY NO. 4459

DECREE ON FINAL SETTLEMENT

This cause coming on to be heard on April 27, 1971, was submitted on the amended petition for final settlement which was filed in this cause on March 25, 1971, and the amended petition for final settlement which was filed in this cause on April 27, 1971; appointment, acceptance and answer of guardian ad litem, and the testimony of Luella Ferguson taken in open court on April 27, 1971, from all of which it appears that Luella Ferguson, as guardian of La Velle Ferguson, a non compos mentis, has had total receipts of \$60,863.62, with which she is chargeable; and she is also chargeable with the sum of \$1,946.96, which is interest earned (but not collected on the date set for final settlement) on Savings Certificate No. 11357 in the First National Bank of Mobile, which interest was collected as of May 1, 1971, making a total amount with which the said guardian is chargeable of \$62,810.58;

That she is entitled to credits of \$26,126.70, leaving a balance to be accounted for on this settlement of \$36,683.88, which amount is represented by the said Savings Certificate No. 11357 issued by the First National Bank of Mobile, including interest as shown above, amounting to a total of \$26,946.96; amount on deposit in savings account in the First National Bank of Mobile, \$2,773.55; and amount on deposit in Baldwin County Bank, Bay Minette, Alabama, amounting to \$6,963.37;

That there is to be paid by the said guardian before her resignation becomes final attorney's fee due J. B. Blackburn in the amount of \$1500.00; guardian's commissions in the amount of \$1500.00, which amount the guardian has agreed to accept in full settlement

of all amounts due her; the guardian ad litem's fee and the court costs incurred in connection with the said guardianship;

Upon consideration of all of which, it is, therefore, ORDERED, ADJUDGED AND DECREED by the court as follows:

1. The sum of \$1500.00 is hereby fixed and allowed as a reasonable attorney's fee due J. B. Blackburn for representing the said guardian, and she is hereby authorized, empowered, instructed and directed to pay the said amount, take a receipt therefor and file it in this cause.

2. The sum of \$1500.00 is hereby fixed and allowed as commissions due to the said guardian for services as such guardian. The said guardian is hereby authorized, empowered, instructed and directed to pay to herself, in her individual capacity, the sum of \$1500.00, take her receipt therefor and file it in this cause.

3. The sum of \$75.00 is hereby fixed and allowed as a guardian ad litem's fee for J. Connor Owens, guardian ad litem for the said ward, which fee is a part of the court costs incurred in this proceeding, the total amount of which is \$108.65. The said guardian is hereby authorized, empowered, instructed and directed to pay to the Register of this court the said sum of \$108.65, which includes all court costs and the said guardian ad litem's fee.

4. After making the payments provided for above, the said guardian shall pay to any guardian or guardians who may be hereafter appointed for the said ward, La Velle Ferguson, the balance on hand or under her control, take his, her or their receipt therefor and file it in this cause.

5. Upon compliance with all of the terms and provisions of this decree, the said guardian's resignation shall become final and she and the surety on her bond as such guardian shall be and they are each hereby relieved of and discharged from all other and

further liability because of the said guardianship.

Jurisdiction of this cause is reserved for such other and further orders or decrees as may be necessary and proper in the premises.

ORDERED, ADJUDGED AND DECREED on this the 19th day of May, 1971.

Seafair J. Marbleburn
Judge

FILED

MAY 19 1971

EUNICE G. TINDAL, Register
Baldwin Co., Ala.

ESTATE OF

LaVELLE FERGUSON,
a Non Compos Mentis

Ø
Ø
Ø
Ø
Ø

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY NO. 4459

PETITION FOR FINAL SETTLEMENT

TO THE HONORABLE TELFAIR J. MASHBURN, JUDGE OF THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA, SITTING IN EQUITY:

Your petitioner, Luella Ferguson, who is over twenty-one years of age and a resident of Baldwin County, Alabama, respectfully represents unto the court and your Honor as follows:

1. She was heretofore on, to-wit, October 9, 1952, appointed and qualified in the Probate Court of Baldwin County, Alabama, as guardian of La Velle Ferguson, a non compos mentis, which guardianship was subsequently transferred to this court where it is now pending. Since the date of her said appointment she has acted as guardian of the said ward and has performed her duties as such guardian to the best of her ability, and has not used any part of the ward's estate for her own benefit, either directly or indirectly.

2. Petitioner, as said guardian, did on February 25, 1960, file in this court a petition for partial settlement, which contained an itemized statement of the receipts by her as such guardian from the 9th day of October, 1952, to September 28, 1959, and an itemized statement of disbursements made by her as such guardian, covering the period of time between October 18, 1952, and October 8, 1959, which petition showed a balance on hand as of October 19, 1959, of \$4743.29, \$2438.81 of which was the balance on deposit in the Baldwin County Bank, Bay Minette, Alabama, and \$2304.48 of which was the amount on deposit in the First National Bank, Mobile, Alabama.

3. Since the filing of the said petition for partial settlement, petitioner has acted as guardian of the said ward in the manner provided by law and now amends the petition for partial

settlement by filing this amendment, attached to which, marked "Exhibit A," is an itemized statement showing her receipts as said guardian from October 19, 1959, to date hereof, and an itemized statement of her disbursements as said guardian from October 19, 1959, to the date of the filing of this petition. Canceled checks or vouchers showing all disbursements are filed herewith.

4. Petitioner now desires to resign as such guardian, and desires that this petition be taken and construed in all respects as a petition for final settlement.

5. J. B. Blackburn of Bay Minette, Alabama, an Attorney at Law, has represented Petitioner, as guardian as aforesaid, from the time of her appointment and has not been paid any fee for services rendered by him, except for services rendered in connection with oil, gas and mineral leases made by petitioner as said guardian, for which services he was paid by the party or parties taking such leases.

WHEREFORE, petitioner prays that the court will take jurisdiction of this petition, appoint and set a day to hear it, appoint a guardian ad litem to represent the said ward without service on him, and that on the date set for hearing the said petition, the commissions due petitioner, as said guardian, be ascertained and fixed and a reasonable attorney's fee be ascertained, fixed and ordered paid to J. B. Blackburn, who has acted as attorney for the said petitioner from the time of her appointment up to the filing of this amended petition for final settlement; and that on such hearing a proper order be made or decree rendered directing petitioner, as such guardian, as to how the assets of the estate shall be disbursed; and that upon compliance with such decree, petitioner, as such guardian, and the surety on her bond be relieved of and discharged from all other and further liability because of petitioner's handling of the said estate.

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

J. B. Blackburn
Attorney for
Petitioner

Luella Ferguson
Luella Ferguson
(Petitioner)

STATE OF ALABAMA §
*
BALDWIN COUNTY §

Before me, the undersigned authority, in and for said County in said State, personally appeared Luella Ferguson, who, after being by me first duly and legally sworn, deposes and says: That she has read over the foregoing petition, and that the facts stated therein are true.

Luella Ferguson
Luella Ferguson

Sworn to and subscribed before me on this the 24th day of March, 1971.

Mary Lou Blackburn
Notary Public, Baldwin County, Alabama

EXHIBIT A

RECEIPTS

<u>Date</u>	<u>Received From:</u>	<u>Amount</u>
	Balance in guardian's account in Baldwin County Bank, Bay Minette, Alabama, as of October 19, 1959	\$ 2,438.81
12-19-59	Timber sale	103.42
12-26-59	Timber sale	96.42
1- 4-60	Timber sale	113.58
1- 9-60	Timber sale	101.90
1-16-60	Timber sale	82.79
1-25-60	Timber sale	144.80
1-30-60	Timber sale	142.75
2-12-60	Timber sale	237.15
2-26-60	Timber sale	50.56
2-27-60	Timber sale	31.97
3-17-60	Timber sale	32.17
4- 2-60	Timber sale	37.00
4-23-60	Timber sale	13.37
5-13-60	Timber sale	17.63
5-28-60	Timber sale	25.82
6-11-60	Timber sale	14.63
7- 9-60	Timber sale	12.27
12- 8-60	Timber sale	32.48
3- 1-61	Timber sale	15.26
5-26-61	Timber sale	56.45
6-10-61	Timber sale	71.80
6-22-61	Timber sale	39.34
8- 4-61	Timber sale	21.10
8-19-61	Timber sale	36.86
8-26-61	Timber sale	68.90
9- 1-61	Timber sale	26.42
9-16-61	Timber sale	8.65
11-25-61	Timber sale	100.00
12- 2-61	Timber sale	32.21
12-30-61	Timber sale	16.00
1-29-62	Timber sale	8.00
8- 8-62	Timber sale	51.00
8-15-62	Timber sale	127.17
8-24-62	Timber sale	169.35
8-30-62	Timber sale	78.27
11-10-62	Timber sale	163.00
11-16-62	Timber sale	71.89
11-16-62	Placid Oil Company, lease	68.00
11-24-62	Timber sale	37.67
3- 6-63	Stump wood	13.07
3-18-63	Timber sale	28.44
3-23-63	Stump wood	22.82
4- 5-63	Timber sale	27.34
4- 6-63	Timber sale	18.74
5-20-63	Timber sale	39.65
5-18-63	Timber sale	28.07
6- 1-63	Timber sale	28.97
6-17-63	Timber sale	23.97
8- 9-63	Timber sale	48.82
8-17-63	Placid Oil Company, lease	34.00
11-12-63	Hunting Lease	43.07
5-22-64	Texaco Oil Company, lease	172.00
6-13-64	Timber sale	205.85

EXHIBIT A (Continued)

RECEIPTS

<u>Date</u>	<u>Received From:</u>	<u>Amount</u>
6-20-64	Timber sale	\$ 288.33
6-27-64	Timber sale	311.45
7- 6-64	Timber sale	37.27
7-15-64	Paperwood sale	59.61
7-29-64	Timber sale	19.05
8- 5-64	Paperwood sale	12.39
9-29-64	Timber sale	38.69
10- 3-64	Timber sale	48.88
10- 8-64	Hunting Lease	54.66
10-24-64	Timber sale	79.69
4-10-65	Gift	125.23
5- 3-65	U. S. Treasurer- Retirement U. S. P. O. V. F.	19.33
5- 3-65	Texaco, Inc., oil rental	21.50
5- 3-65	Timber sale	40.85
6- 9-65	Texaco, Inc., oil lease rental	50.84
9-25-65	Hunting Lease	78.33
7-30-65	Oil Lease	1,481.50
8- 2-65	Gift	4,000.00
10-30-65	Hunting Lease	287.21
12- 6-65	Texaco, Inc., oil lease	50.84
11- 8-65	Texaco, Inc., oil lease	21.50
12-31-65	Timber and cows	117.00
2-21-66	Florida Gas Line, right of way	244.13
5- 2-66	Texaco, Inc., oil lease rental	21.50
5-15-66	Shell Oil Company, oil lease rental	148.30
6- 4-66	Texaco, Inc., oil lease rental	50.84
9- 2-66	Timber sale	802.48
11- 7-66	Texaco, Inc., oil lease	21.50
12- 6-66	Texaco, Inc., oil lease	50.84
5- 1-67	Texaco, Inc., oil lease	21.50
5-17-67	Shell Oil Company, oil lease	148.30
6- 6-67	Texaco, Inc., oil lease	50.84
6- 2-67	Rent on farm land and cows	296.93
6-30-67	U. S. Treasurer, overpayment on tax	37.20
11- 4-67	Texaco, Inc., oil lease rental	21.50
12- 1-67	Timber sale	11.22
12- 9-67	Texaco, Inc., oil lease rental	50.84
4- 5-68	Timber sale	540.72
5- 4-68	Texaco, Inc., oil lease	21.50
5-20-68	Shell Oil Company, oil lease	148.30
6- 8-68	Texaco, Inc., oil lease	50.84
9-10-68	Cows	692.67
11-19-68	Texaco, Inc., oil lease	21.50
12-30-68	Timber sale	647.90
12-17-68	Texaco, Inc., oil lease	50.84
4-30-69	Texaco, Inc., oil lease	21.50
5-17-69	Shell Oil Company, oil lease	148.30
6- 4-69	Texaco, Inc., oil lease	50.84
11- 4-69	Texaco, Inc.	21.50
11-20-69	Miscellaneous	890.33
12- 2-69	Texaco, Inc.	50.84

EXHIBIT A (Continued)

RECEIPTS

<u>Date</u>	<u>Received From:</u>	<u>Amount</u>
1-31-70	Rent on farm land	\$ 59.58
2- 6-70	Sale of cows	333.67
5-28-70	Shell Oil Co., lease	148.30
6-10-70	Richard C. Bradley, oil lease	3,163.33
3-28-70	Texaco, Inc., oil lease rental	21.50
6-10-70	Texaco, Inc., oil lease rental	50.84
6-17-70	Refund on hearing aid (NOT INCOME)	75.00
7- 3-70	Louisiana Land and Exploration Co., oil lease	1,336.22
8-10-70	Stump wood and cows	362.84
10- 5-70	Hunting lease and timber	503.39
11- 7-70	Pulpwood and stumps	265.50
11-11-70	Texaco, Inc., oil lease rental	21.50
12- 8-70	Texaco, Inc., oil lease rental	50.84
12-15-70	Hunting lease	59.20
1- 2-71	Paperwood	135.34
1-13-71	Paperwood	<u>58.72</u>
	Total receipts since October 19, 1959, including balance on deposit in Baldwin County Bank, Bay Minette, Alabama, as of that date	\$ 24,957.09
	(10-19-59 bank balance 2,438.81	
	Receipts since 10-19- '59 <u>22,518.28</u>	
	24,957.09)	

EXHIBIT B

DISBURSEMENTS

<u>Ck. No.</u>	<u>Date</u>	<u>Payee and Purpose</u>	<u>Amount</u>
80	12- 3-59	Luella Ferguson, reimbursement, for clothing	\$ 23.53
81	12-31-59	W. B. Rowe, Bryce Hospital, board	228.15
82	1-15-60	Luella Ferguson, reimbursement, for insurance	22.16
83	4- 1-60	W. B. Rowe, Bryce Hospital, board	228.15
84	7- 1-60	W. B. Rowe, Bryce Hospital, board	228.15
85	10- 7-60	W. B. Rowe, Bryce Hospital, board	228.15
86	10- 7-60	J. A. Ertzinger & Son, guardian's bond	44.00
87	10-27-60	Luella Ferguson, reimbursement, shoes	12.93
88	12-30-60	W. B. Rowe, Bryce Hospital, board	228.15
89	12-30-60	Luella Ferguson, reimbursement, for stationery	22.00
90	12-30-60	Brown Service, insurance	20.12
91	3-31-61	Bryce Hospital, board	228.15
92	6- 8-61	Luella Ferguson, reimbursement, shoes	19.53
93	6-30-61	Bryce Hospital, Board	228.15
94	9-29-61	Bryce Hospital, board	228.15
95	9-29-61	J. A. Ertzinger & Son, guardian's bond	44.00
96	10-10-61	Bryce Hospital, board	45.60
97	1- 5-62	Bryce Hospital, board	273.75
98	1- 5-62	Luella Ferguson, reimbursement, for burial insurance	24.98
99	4- 2-62	Bryce Hospital, board	273.75
100	4-11-62	Bryce Hospital, medicine	10.00
101	5-10-62	Bryce Hospital, medicine	10.00
102		Bryce Hospital, board (7-2-62)	273.75
103	7-16-62	Bryce Hospital, medicine	10.00
104	8-10-62	Bryce Hospital, medicine	10.00
105	9-28-62	Bryce Hospital, board and medicine	283.75
106	10- 8-62	J. A. Ertzinger & Son, guardian's bond	44.00
107	10-15-62	Luella Ferguson, reimbursement, for clothing	25.14
108	11- 1-62	Bryce Hospital, medicine	10.00
109	1- 1-63	Bryce Hospital, board	273.75
110	4- 1-63	Bryce Hospital, board	273.75
111	5-24-63	Luella Ferguson, reimbursement, for clothing	18.73
112	7- 1-63	Bryce Hospital, board	273.75
113	9-27-63	J. A. Ertzinger & Son, bond (gdn.)	44.00
114	10- 1-63	Bryce Hospital, board	273.75
115	1-10-64	Bryce Hospital, board	273.75
116	4- 3-64	Bryce Hospital, board	273.75
117	5-15-64	Bryce Hospital, spending account	20.00
117-A	7- 1-64	Bryce Hospital, board	273.75
118	6-26-64	Radcliff's Firestone, Inc., radio for ward	39.95
118-A	7-17-64	Luella Ferguson, reimbursement, for clothing	16.22
119	9-25-64	Luella Ferguson, reimbursement, for slippers	7.20
120	10- 1-64	Bryce Hospital, board	273.75
121	10-25-64	J. A. Ertzinger & Son, guardian's bond	44.00
122	10-19-64	Luella Ferguson, reimbursement, shoes	16.30
123	10-30-64	Bryce Hospital, for spending account	10.00
124	1- 6-65	Bryce Hospital, board	273.75

EXHIBIT B

DISBURSEMENTS
(Continued)

<u>Ck.</u> <u>No.</u>	<u>Date</u>	<u>Payee and Purpose</u>	<u>Amount</u>
125	4- 1-65	Bryce Hospital, board	\$ 273.75
126	7- 1-65	Bryce Hospital, board	273.75
127	10- 4-65	Bryce Hospital, board	273.75
128	10- 8-65	Mrs. J. E. Nelson, wrist watch for ward	34.95
129	10-12-65	J. A. Ertzinger & Son, guardian's bond	44.00
130	10-25-65	Bryce Hospital, board increase	18.24
131	12- 3-65	Bryce Hospital, board increase	24.33
132	1- 1-66	Bryce Hospital, board	364.98
133	2-17-66	U. S. Treasury Dept., Internal Revenue Service, income tax	9.30
134	2-17-66	Ralph A. Harold & Co., income tax service	20.00
135	3-28-66	Luella Ferguson, reimbursement, shoes	14.82
136	3-28-66	U. S. Treasury Dept., Internal Revenue Service, tax	9.30
137	4-21-66	Bryce Hospital, board	364.98
138	6- 9-66	Director Internal Revenue, estimated tax	9.30
139	6- 9-66	Luella Ferguson, reimbursement, pants	8.30
140	7- 1-66	Bryce Hospital, board	364.98
141	7-18-66	Bryce Hospital, for spending acct.	10.00
142	9-13-66	Internal Revenue Service, estimated tax	9.30
143	10- 1-66	Bryce Hospital, board	364.98
144	9-27-66	J. A. Ertzinger & Son, guardian's bond	44.00
145	11-18-66	Luella Ferguson, reimbursement, clothing	23.53
146	1- 2-67	Bryce Hospital, board	364.98
147	4-10-67	Bryce Hospital, board	364.98
148	7- 1-67	Bryce Hospital, board	364.98
148A	4-12-67	Ralph A. Harold & Co., income tax service	20.00
149	10- 2-67	Bryce Hospital, board	513.00
150	10- 2-67	J. A. Ertzinger & Son, guardian's bond	44.00
151	12- 1-67	Luella Ferguson, Agent, reimbursement for property tax	202.67
152	12-12-67	Bryce Hospital, for spending acct.	10.00
	5-12-64	Service charge by Baldwin County Bank	.42
	1-10-67	Internal Revenue Service, tax	9.30
153	1- 1-68	Bryce Hospital, board	513.00
154	4- 1-68	Bryce Hospital, board	513.00
155	6- 3-68	Luella Ferguson, reimbursement for shoes and clothing	68.21
156	7- 1-68	Bryce Hospital, board	513.00
157	8-26-68	Luella Ferguson, reimbursement, clothing	7.42
158	9-20-68	Bryce Hospital, for spending account	10.00
159	9-20-68	J. A. Ertzinger & Son, guardian's bond	44.00
160	10- 1-68	Bryce Hospital, board	513.00
161	11- 7-68	Luella Ferguson, Agent, for property tax	170.50
162	12-28-68	Luella Ferguson, reimbursement, for spending acct.	10.00
163	1- 1-69	Bryce Hospital, board	513.00
164	4- 1-69	Bryce Hospital, board	513.00
165	4- 2-69	Ralph A. Harold, CPA, professional serv.	25.00
166	5-23-69	Internal Revenue Service, tax	13.63
167	7- 1-69	Bryce Hospital, board	513.00
168	7-23-69	Bryce Hospital, for spending account	10.00

EXHIBIT B

DISBURSEMENTS
(Continued)

<u>Ck. No.</u>	<u>Date</u>	<u>Payee and Purpose</u>	<u>Amount</u>
169	8-22-69	Luella Ferguson, reimbursement for amount paid CPA for preparing income tax return, 1968	\$ 25.00
170	10- 3-69	Bryce Hospital, board	576.90
171	12- 8-69	Luella Ferguson, Agent, reimbursement, 1969 taxes	196.23
172	12- 8-69	Luella Ferguson, reimbursement, spending acct. and miscellaneous	15.55
173	12-12-69	J. A. Ertzinger & Son, guardian's bond premium	44.00
174	1-10-70	Searcy Hospital, board	576.90
175	1-10-70	Luella Ferguson, reimbursement for dental work	40.00
176	2-25-70	Luella Ferguson, reimbursement for shoes and pants	30.71
177	3-31-70	Ralph A. Harold, CPA, income tax work	25.00
178	4- 1-70	Searcy Hospital, board	576.90
179	4-17-70	Luella Ferguson, reimbursement for hearing aid	100.00
180	6-22-70	Searcy Hospital, board	576.90
181	6-22-70	Luella Ferguson, reimbursement for clothing	12.72
182	8-10-70	Luella Ferguson, reimbursement for hearing aid	286.00
183	10- 1-70	Searcy Hospital, board	192.30
184	10-15-70	Luella Ferguson, reimbursement for taxes	160.98
185	10-19-70	Searcy Hospital, board	226.50
186	12- 1-70	Searcy Hospital, board	209.40
187	12- 1-70	Luella Ferguson, reimbursement for clothing	33.23
188	12- 1-70	J. A. Ertzinger & Son, buardian's bond premium	44.00
189	1- 2-71	Searcy Hospital, board	209.40
190	2- 1-71	Searcy Hospital, board	209.40
		Total disbursements since October 19, -1959	\$ 18,780.99
191	3- 1-71	Searcy Hospital, board	209.40
192	3-24-71	Searcy Hospital, board	209.40
		Total disbursements since October 19, 1959	\$ 19,199.79

RECAPITULATION

Total receipts:

October 9, 1952 - October 19, 1959	\$ 8,466.21	
October 19, 1959 - March 24, 1971	<u>22,518.28</u>	\$ 30,984.49

Total disbursements:

October 9, 1952 - October 19, 1959	6,027.40	
October 19, 1959 - March 24, 1971	<u>19,199.79</u>	<u>25,227.19</u>

Balance on deposit in Baldwin County Bank	\$ 5,757.30
---	-------------

Amount on deposit in savings account in First National Bank, Mobile, Alabama	2,773.55
---	----------

Savings Certificate No. 11357, First National Bank, Mobile, Alabama	<u>26,946.96</u>
--	------------------

Total as of March 24, 1971	\$ 35,477.81
--------------------------------------	--------------

ESTATE OF

LA VELLE FERGUSON,
a Non Compos Mentis

Ø
Ø
Ø
Ø
Ø

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN EQUITY

NØ. 4459

RECEIPT

I, J. B. Blackburn, hereby acknowledge receipt of the sum of Fifteen Hundred Dollars (\$1500.00), which has been paid to me by Luella Ferguson, as guardian of La Velle Ferguson, a non compos mentis, which amount is accepted in full satisfaction of all attorney's fees due me for representing the said guardian.

Dated this 31st day of May, 1971.


J. B. Blackburn

FILED

SEP 1 - 1971

EUNICE G. TINDAL, Register
Baldwin Co., Ala.

ESTATE OF

LA VELLE FERGUSON,
a Non Compos Mentis

Ø
Ø
Ø
Ø
Ø

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY NO. 4459

RECEIPT

I, Luella Ferguson, hereby acknowledge receipt of the sum of Fifteen Hundred Dollars (\$1500.00), which has been paid to me by Luella Ferguson, as guardian of La Velle Ferguson, a non compos mentis, which amount is accepted by me in full satisfaction of all commissions due to me as said guardian.

Dated this 31st day of May, 1971.

Luella Ferguson
Luella Ferguson

FILED

SEP 1 - 1971

EUNICE G. TINDAL, Register
Baldwin Co., Ala.

ESTATE OF

LaVELLE FERGUSON,
a Non Compos Mentis

0
0
0
0
0

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY

ORDER SETTING DATE FOR HEARING PETITION OF GUARDIAN
TO MAKE, EXECUTE AND DELIVER OIL, GAS AND MINERAL
LEASE, AND APPOINTING GUARDIAN AD LITEM

This cause coming on to be heard on this date is submitted
on the petition of Luella Ferguson, as guardian of LaVelle Ferguson,
a non compos mentis, to make, execute and deliver an oil, gas and
mineral lease on certain lands in which the said ward is interest-
ed, situated in Baldwin County, Alabama; upon consideration of all
of which it is, therefore, ORDERED, ADJUDGED AND DECREED by the
court as follows:

1. The said petition shall be and it is hereby set for
hearing at 11:00 o'clock on the 5th day of June, 1970.

2. C. LeVain Thompson, an Attorney at Law,
practicing in Baldwin County, Alabama, shall be and he is hereby
appointed as guardian ad litem to represent the said ward on the
hearing of the said petition, and the Register of this court is
hereby instructed to immediately notify the said guardian ad litem
of this said appointment.

ORDERED, ADJUDGED AND DECREED on this the 4th day of
June, 1970.

Jeffrey J. Madhoun
Judge

FILED

JUN 4 1970

ALICE J. DUCK CLERK
REGISTER

ESTATE OF
LaVELLE FERGUSON,
a Non Compos Mentis

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY

DECREE AUTHORIZING EXECUTION OF MINERAL LEASE

This cause coming on to be heard on this date is submitted for a decree authorizing Luella Ferguson, as guardian of LaVelle Ferguson, a non compos mentis, to make, execute and deliver an oil, gas and mineral lease on certain lands in which the said ward has an interest, and is submitted upon the verified petition of the said guardian for authority to execute the said lease, the decree setting this cause for hearing on this date and appointing a guardian ad litem, the notice of appointment, acceptance and answer of the guardian ad litem, and upon the testimony of the witnesses for the petitioner taken in open court as provided by Equity Rule No. 56, as amended; upon consideration of all of which it is, therefore, ORDERED, ADJUDGED AND DECREED by the court as follows:

1. It is to the best interest of the said ward that his said guardian be authorized to execute an oil, gas and mineral lease on the ward's interest in the lands hereinafter described in this decree, and it is not necessary that the said lease be made publicly.

2. Luella Ferguson, as guardian of LaVelle Ferguson, a non compos mentis, shall be and she is hereby fully and completely authorized, empowered, instructed and directed to make, execute and deliver to Roy J. Anderson a lease on the undivided one-fifteenth (1/15) interest of the said ward in and to the property described below (being all of the said ward's interest in the said property), situated in Baldwin County, Alabama, to-wit:

Northeast Quarter,
East Half of Northwest Quarter, Section 26;

Southeast Quarter,
Northeast Quarter of Southwest Quarter,
East Half of Northwest Quarter,
Northwest Quarter of Northwest Quarter, Section 28,

All in Township 2 North, Range 2 East,

on Producers 88 Revised-Ala.-Miss. (11-56) form, for a period of

BOOK 351 PAGE 420

ten (10) years at an annual rental of \$148.30 per year.

3. The said guardian shall, within ten (10) days after making such lease, report the same in writing, under oath, to this court accompanied by a duplicate of the said lease for confirmation.

4. The Register of this court shall promptly file a certified copy of this decree for record in the office of the Judge of Probate of Baldwin County, Alabama, and charge the cost of such recording as a part of the costs of this proceeding.

ORDERED, ADJUDGED AND DECREED on this the 16th day of June, 1965.

(S) TELFAIR J. MASHBURN
Judge

I, Alice J. Duck, Register of the Circuit Court of Baldwin County, Alabama, do hereby certify that the foregoing is a true and correct copy of the original decree of the Circuit Court of Baldwin County, Alabama, in the above entitled cause, which was filed in the said court on the 16th day of June, 1965.

WITNESS MY HAND AND SEAL THIS 18th day of June 1965

Alice J. Duck
Register of Circuit Court, in Equity

STATE OF ALABAMA,
BALDWIN COUNTY

I certify that this instrument was filed on

JUN 28 1965

1 30
M

and that no tax was collected. Recorded in

Book 351

Page 420-21

By _____

Harry D. Dine
Judge of Probate

BOOK 351 PAGE 421

2244
6/29

FILED

JUN 29 1970

Carroll

ALICE J. DUCK

CLERK
REGISTER

ESTATE OF

LAVALLE FERGUSON,

A Non Compos Mentis.

IN THE

CIRCUIT COURT OF BALDWIN COUNTY,

ALABAMA. IN EQUITY

NO. _____

MISS LUELLA FERGUSON, BEING FIRST DULY SWORN, TESTIFIED AS
FOLLOWS:

Examination by Mr. Blackburn.

Q. Are you Miss Luella Ferguson?

A. Yes sir.

Q. Miss Ferguson, are you acting as guardian of your brother,
LaValle Ferguson?

A. Yes sir.

Q. The administration of this guardianship is pending in the
equity Court of Baldwin County, Alabama?

A. Yes sir.

Q. Does your brother own a 39/135th interest in and to
Sub-division D, and the S $\frac{1}{2}$ of S $\frac{1}{2}$ of Fractional Section 14
Township 2 North, Range 2 East, and the NE $\frac{1}{4}$ of Section 23,
same Township and Range; the W $\frac{1}{2}$ of SW $\frac{1}{4}$, Section 24, same
Township and Range consisting of 463 acres of which the net
mineral interest of your brother is 133.76 acres?

A. Yes sir.

Q. And do you also own an interest in this property?

A. Yes sir.

Q. Have you, in your individual capacity, executed a lease?

A. Yes sir.

Q. What is being paid you all for the total interest? - - That
is, for the first year?

A. \$10.00 per acre.

Q. And an annual rental of \$1.00 per acre?

A. Yes sir.

Q. The part your brother would get is \$1337.56 out of the
initial amount?

A. Yes sir.

Q. In your opinion, is it to his advantage that you
(page 1)

execute this lease?

A. Yes sir.

Q. You have had inquiries from other people about leasing in that area?

A. Yes sir.

Q. \$10.00 is the going price?

A. That is all they are paying.

ON CROSS EXAMINATION OF THIS WITNESS, SHE TESTIFIED:

Examination by Mr. Thompson, as guardian ad litem.

Q. Who else owns an interest in the lands?

A. My sister and my brother.

Q. That makes the full ownership?

A. Yes sir.

Q. And did your sister lease?

A. Yes sir.

Q. Then your brother's interest is the only unleased portion of this property?

A. Yes, all the rest have leased.

MR. E. DAVIDSON, BEING FIRST DULY SWORN, TESTIFIED:

Examination by Mr. Blackburn.

Q. Are you Mr. Emanuel Davidson?

A. Yes sir.

Q. Mr. Davidson, do you own lands in Baldwin County, Alabama?

A. Yes sir.

Q. Have you made Oil, gas and mineral leases in Baldwin County?

A. Yes.

Q. Are you familiar with the leasing activities in the Latham area?

A. Yes sir.

Q. In your opinion, is \$10.00 bonus and \$1.00 rental per acre a fair price?

A. Yes sir.

Q. In your opinion is it to the best interest of this ward that this lease be executed?

A. Yes sir.

C E R T I F I C A T E

I hereby certify that the foregoing is a true and correct transcript of the testimony as taken by me in open Court, before Hon. Telfair J. Mashburn, Judge of said Court, on Friday, June 5th. 1970.

This 5th day of June. 1970.

Louise Deschamps
Court Reporter

ESTATE OF
LaVELLE FERGUSON,
A Non Compos Mentis.

IN THE
CIRCUIT COURT OF BALDWIN COUNTY,
ALABAMA, IN EQUITY.
#4459. 4/27/71

HON. KENNETH COOPER, BEING FIRST DULY SWORN, TESTIFIED AS FOLLOWS:

Examination by Mr. Blackburn.

Q. Are you Mr. Kenneth Cooper?

A. Yes sir.

Q. Mr. Cooper, are you an Attorney at Law practicing at Bay Minette, Baldwin County, Alabama?

A. Yes sir.

Q. Are you familiar with fees charged by Attorneys for representing guardians and other matters in the Courts?

A. Yes sir.

Q. Have you, at my request, made a brief examination of this file?

A. Yes.

Q. Assuming that Miss Ferguson, as Guardian of her brother had receipts of \$60,863.62 and a balance on hand now of \$36,883.88 - -

A. - - That is receipts for him?

Q. Yes. Incidentally, I have represented her since 1952 - -

A. Approximately 20 years - -

Q. What, in your opinion would be a reasonable Attorney's fee for representing the Guardian?

A. There is \$36,683.88 involved - -

Q. \$36,683.88 is the balance on hand now - -

A. - - I would say a minimum fee should be in the neighborhood of \$1800.00. I think a reasonable fee would be \$2,000.00, but certainly not less than \$1800.00

MISS LUELLA FERGUSON, BEING FIRST DULY SWORN, TESTIFIED:

Examination by Mr. Blackburn.

Q. Miss Luella, you are now acting as guardian of your brother, Mr. LaVelle Ferguson, are you not?

A. Yes sir.

Q. How long have you been serving in that capacity?

A. Since October 9, 1952.

Q. You have signed and we are filing today an amended petition for a final settlement to show the receipts and disbursements that you have made since the original petition was filed showing that you have on hand at this time \$36,683.88, is that correct?

A. Yes sir.

Q. And you have filed in this proceeding all of your receipts and disbursements?

A. Yes sir.

Q. You have not used any of the money or assets of your brother's estate for your own benefit have you?

A. No, never.

Q. In your opinion should the estate be finally settled now?

A. Yes sir.

Q. All of the disbursements you have made were necessary for his wellbeing?

A. Yes sir.

Q. A number of them were for board and maintenance in the insane hospital?

A. Yes and for his clothing.

ON CROSS EXAMINATION OF THIS WITNESS, SHE TESTIFIED:

Examination by J. Connor Owens, Guardian ad Litem.

MR. OWENS: I have gone through the vouchers and they all seem to be in order.

Q. Miss Ferguson, a good many receipts are from timber sales. I assume that is from lands he owns an interest in along with you?

A. Yes sir.

Q

Q. The proceeds were divided based on the total amount that came in?

A. Yes sir.

Q. This petition for final settlement, this will conclude the guardianship?

A. Yes sir. - - Me as guardian - -

C E R T I F I C A T E

I hereby certify that the foregoing, consisting of pages 1 through 3 both inclusive, correctly sets forth a true and correct transcript of the testimony as taken by me, in open Court, on the 27th day of April, 1971, in the caption case.

This April 27, 1971.

Laura B. Besseling
Court Reporter

ESTATE OF
LaVELLE FERGUSON,
a Non Compos Mentis

Ø
Ø
Ø
Ø
Ø

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

IN EQUITY
720.4457

REPORT OF LEASING

The undersigned Luella Ferguson, as guardian of LaVelle Ferguson, a non compos mentis, hereby reports that, pursuant to the authority conferred upon her by the decree heretofore rendered in this cause and dated June 5, 1970, she has made, executed and delivered to The Louisiana Land & Exploration Company an oil, gas and mineral lease as provided in the said decree, a copy of which lease is hereto attached and by reference made a part hereof as though fully incorporated herein.

The said guardian further reports that the bonus of \$1337.56, which is due to her as guardian of the said ward, has been paid to her in cash.

WHEREFORE, petitioner prays that the court will render a decree confirming the making of the said lease in the manner provided by law.

Respectfully submitted,

Luella Ferguson
Luella Ferguson
As Guardian of LaVelle Ferguson, a
Non Compos Mentis

STATE OF ALABAMA Ø
*
BALDWIN COUNTY ØØ

Before me, the undersigned authority, within and for said County in said State, personally appeared Luella Ferguson, who, after being by me first duly and legally sworn, deposes and says: That she is guardian of LaVelle Ferguson, a non compos mentis; that she has read the above and foregoing instrument and that the

facts contained therein are true.

Luella Ferguson
Luella Ferguson

Sworn to and subscribed before me on
this the 10th day of June, 1970.

Mary Lou Blackburn
Notary Public, Baldwin County, Alabama

Filed 6-10-70
Alice J. Duck
Register

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 10th day of June, 19 70, between
Luella Ferguson, as guardian of LaVelle Ferguson, a non compos mentis,

Lessor (whether one or more) whose address is: _____
and The Louisiana Land & Exploration Company Lessee, WITNESSETH:

1. Lessor in consideration of Ten and more Dollars
(_____), in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets
exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, laying
pipe lines, building roads, tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said
products, and housing its employees, the following described land in Baldwin County, Alabama, to-wit:

IN TOWNSHIP 2 NORTH, RANGE 2 EAST:

Section 14 - Subdivision D, and S/2 S/2 of Fractional Section, containing 223 acres,
more or less.

Section 23 - NE/4, containing 160 acres, more or less.

Section 24 - W/2 SW/4, containing 80 acres, more or less.

It is the intention of Lessor and Lessee that this lease shall also include, and there is hereby included, granted, leased and let, for the purposes and consideration
herein stated, all the land owned or claimed by Lessor, adjacent or contiguous to the land particularly described above, whether the same be in said section or sections,
grant or grants, or in adjacent sections or grants, although not included within the boundaries of the land particularly described above. For the purpose of determining
the amount of any money payment hereunder, the lands herein described shall be treated as comprising 463 acres, whether there be more
or less, and in the event of a partial assignment or surrender hereunder, the assigned or surrendered portion or portions shall be deemed to contain the number of acres
stated in such assignment or surrender.

2. Subject to the other provisions herein contained, this lease shall be for a term of ten years from this date (called "primary term") and as long
thereafter as oil, gas or other mineral is produced from said land or lands with which said land is pooled hereunder.

3. The royalties to be paid by Lessee are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the wells or
to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession,
paying the market price therefor prevailing for the field where produced on the date of purchase, in either case such interest to bear its proportion of any
expense of treating unmerchantable oil to render it merchantable as crude; (b) on gas, including casinghead gas or other gaseous substance, produced
from said land and sold or used off the premises or in the manufacture of gasoline or other product therefrom, the market value at the well of
one-eighth of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth of the amount realized from such sale;
where gas from a gas well is not sold or used, Lessee may pay as royalty \$100.00 per well per year and if such payment is made it will be considered that
gas is being produced within the meaning of Paragraph 2 hereof; and (c) on all other minerals mined and marketed, one-tenth either in kind or value
at the well or mine, at Lessee's election, except that on sulphur mined and marketed, the royalty shall be fifty cents (50c) per long ton. Lessee shall have
free use of oil, gas, coal, wood and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil, gas and
coal shall be computed after deducting any so used. Lessor shall have the privilege at his risk and expense of using gas from any gas well on said
land for stoves and inside lights in the principal dwelling thereon out of any surplus gas not needed for operations hereunder.

4. Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other
land, lease or leases in the immediate vicinity thereof, when in Lessee's judgment it is necessary or advisable to do so in order properly to develop and
operate said premises in compliance with any lawful spacing rules which may be prescribed for the field in which this lease is situated by any duly authorized
authority, or when to do so would, in the judgment of Lessee, promote the conservation of the oil and gas in and under and that may be produced from
said premises. Lessee shall execute in writing an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit
shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found
on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or
not. In lieu of the royalties elsewhere herein specified, Lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated
herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular
unit involved.

5. If operations for drilling are not commenced on said land or on acreage pooled therewith as above provided on or before one year from this date
the lease shall then terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender to Lessor or to the credit of Lessor

in Baldwin County Bank at Bay Minette, Alabama
(which bank and its successors are Lessor's agent and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership
of said land or the rentals) the sum of One hundred thirty-three and 76/100 Dollars
133.76

(_____), (herein called rental), which shall cover the privilege of deferring commencement of drilling operations for a period of
twelve (12) months. In like manner and upon like payments or tenders annually the commencement of drilling operations may be further deferred for suc-
cessive periods of twelve (12) months each during the primary term. The payment or tender of rental may be made by the check or draft of Lessee mailed
or delivered to Lessor or to said bank on or before such date of payment. If such bank (or any successor bank) should fail, liquidate or be succeeded by an-
other bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payment or tender of rental until
thirty (30) days after Lessor shall deliver to Lessee a proper recordable instrument, naming another bank as agent to receive such payments or tenders. The
down cash payment is consideration for this lease according to its terms and shall not be allocated as mere rental for a period. Lessee may at any time
or times execute and deliver to Lessor or to the depository above named or place of record a release or releases covering any portion or portions of the above de-
scribed premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and there-
after the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

6. If prior to discovery of oil, gas or other mineral on said land or on acreage pooled therewith Lessee should drill a dry hole or holes thereon, or if
after discovery of oil, gas or other mineral, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences additional
drilling or reworking operations within 60 days thereafter or if it be within the primary term, commences or resumes the payment or tender of rentals or com-
mences operations for drilling or reworking on or before the rental paying date next ensuing after the expiration of 60 days from date of completion of dry
hole or cessation of production. If at any time subsequent to sixty (60) days prior to the beginning of the last year of the primary term and prior to the dis-
covery of oil, gas or other mineral on said land, or on acreage pooled therewith, Lessee should drill a dry hole thereon, no rental payment or operations are
necessary in order to keep the lease in force during the remainder of the primary term. If at the expiration of the primary term, oil, gas or other min-
eral is not being produced on said land, or on acreage pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon or shall have
completed a dry hole thereon within sixty (60) days prior to the end of the primary term, the lease shall remain in force so long as operations are prosecut-
ed with no cessation of more than sixty (60) consecutive days, and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas
or other mineral is produced from said land or acreage pooled therewith. In the event a well or wells producing oil or gas in paying quantities should be
brought in on adjacent land and within one hundred fifty (150) feet of and draining the leased premises, or acreage pooled therewith, Lessee agrees to
drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances.

7. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said
land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well
shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent. Lessee shall be responsible for all
damages caused by Lessee's operations hereunder other than damages necessarily caused by the exercise of the rights herein granted.

8. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and
assigns; but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish
the rights of Lessee; and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by
registered U. S. mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of
assignment hereof in whole or in part liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion there-
of who commits such breach. In the event of the death of any person entitled to rentals hereunder, Lessee may pay or tender such rentals to the credit of
the deceased or the estate of the deceased until such time as Lessee is furnished with proper evidence of the appointment and qualifications of an executor or
administrator of the estate, or if there be none, then until Lessee is furnished with evidence satisfactory to it as to the heirs or devisees of the deceased, and
that all debts of the estate have been paid. If at any time two or more persons be entitled to participate in the rental payable hereunder, Lessee may pay or
tender said rental jointly to such persons or to their joint credit in the depository named herein; or, at Lessee's election, the proportionate part of said rental
to which each participant is entitled may be paid or tendered to him separately or to his separate credit in said depository; and payment or tender to any
participant of his portion of the rentals hereunder shall maintain this lease as to such participant. In event of assignment of this lease as to a segregated por-
tion of said land, the rentals payable hereunder shall be apportionable as between the several leasehold owners ratably according to the surface area of each,
and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. If six or more parties become entitled to royalty here-
under, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to re-
ceive payment for all.

9. The breach by Lessee of any obligation hereunder shall not work a forfeiture or termination of this lease nor be cause for cancellation hereof in whole or in part save as herein expressly provided. If the obligation should require the drilling of a well or wells, Lessee shall have ninety (90) days after the receipt of written notices by Lessee from Lessor specifically stating the breach alleged by Lessor within which to begin operations for the drilling of any such well or wells; and the only penalty for failure so to do shall be the termination of this lease save as to forty (40) acres for each well being worked on or producing oil or gas, to be selected by Lessee so that each forty (40) acre tract will embrace one such well. After the discovery of oil, gas or other mineral in paying quantities on said premises, Lessee shall reasonably develop the acreage retained hereunder, but in discharging this obligation it shall in no event be required to drill more than one well per forty (40) acres of the area retained hereunder and capable of producing oil, gas or other mineral in paying quantities.

10. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid Lessor shall be reduced proportionately. Failure of Lessee to reduce rental paid hereunder shall not impair the right of Lessee to reduce royalties. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided.

11. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations thereon or from producing oil or gas therefrom by reason of scarcity of or inability to obtain or to use equipment or material, or by operation of force majeure, or any Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil or gas from the leased premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

12. The undersigned Lessor, for himself and his heirs, successors and assigns, hereby surrenders and releases all rights of homestead in the premises herein described, in so far as said rights of homestead may in any way affect the purpose for which this lease is made as recited herein, and agrees that the annual drilling deferment rental payments made to Lessor as herein provided will fully protect this lease as to the full interests of the undersigned.

In WITNESS WHEREOF, this instrument is signed, sealed and delivered on the date first above written

WITNESS:

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

STATE OF _____ }
COUNTY OF _____ }

I, _____ a Notary Public in and for said County, in said State, hereby certify that _____

_____ Whose name _____ signed to the foregoing instrument, and _____

_____ known to me, acknowledged before me on this day, that, being informed of the contents of the instrument _____ he _____ executed the same voluntarily on the day the same bears date.

Given under my hand and Official Seal, this _____ day of _____, A. D. 19 _____

Notary Public in and for _____ County,

WIFE'S SEPARATE ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ }

I, _____ a Notary Public in and for said County, in said State, do hereby certify that _____

on the _____ day of _____, 19 _____, came before me the within named _____

_____ known to me to be the wife of the within named _____

_____ who being examined separate and apart from the husband, touching her signature to the within instrument, acknowledged that she signed the same of her own free will and accord, and without fear, constraints or threats on the part of her husband.

Given under my hand and Official Seal, this _____ day of _____, A. D. 19 _____

Notary Public in and for _____ County,

Producers 88 Rev.	No. _____	Oil, Gas and Mineral Lease	FROM _____	TO _____	Dated _____, 19 _____	No. Acres _____	County, Alabama	Term _____	This instrument was filed for record on the _____ day of _____, 19 _____, at _____ o'clock _____ M., and duly recorded in Book _____, Page _____ of the _____ records of this office.	By _____ (Official Title)	When recorded return to _____
-------------------	-----------	----------------------------	------------	----------	-----------------------	-----------------	-----------------	------------	---	---------------------------	-------------------------------

The Baldwin Times

"Baldwin's Only All County Newspaper"

BAY MINETTE, ALABAMA

J. H. FAULKNER, Publisher

AFFIDAVIT OF PUBLICATION

STATE OF ALABAMA,
BALDWIN COUNTY.

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

Estate of LaVelle Ferguson

ESTATE OF
LAVELLE FERGUSON,
a Non compos mentis
IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY
NO. 4459
NOTICE OF
GUARDIAN'S SETTLEMENT
This day came Luetta Ferguson,
guardian of the Estate of LaVelle
Ferguson, a non compos mentis, and
filed her account, vouchers, and
petition for a final settlement of this
guardianship.
It was ordered that the 27th day of
April, 1971, at 10:00 o'clock A.M., be
appointed as a day and time at
which to make such settlement, at
which time all persons interested
can appear and contest the said
settlement, if they think proper.
WITNESS my hand this 25th day
of March, 1971.
J. H. FAULKNER, JR.
Notary Public in and for the
County of Baldwin, Alabama.

COST STATEMENT

WORDS @ _____ cents \$ 6.50

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

J. H. Faulkner, Jr.
Editor.

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

Date of 1st publication April 1, 1971 Vol. 82 No. 14

Date of 2nd publication April 8, 1971 Vol. 82 No. 15

Date of 3rd publication April 15, 1971 Vol. 82 No. 16

Date of 4th publication _____, 19____ Vol. _____ No. _____

Subscribed and sworn before the undersigned this 15 day of April, 1971.

Sumner L. Smith
Notary Public, Baldwin County.

J. H. Faulkner, Jr.
Editor.

HARRY D'OLIVE

PROBATE JUDGE

4794

Bay Minette, Ala., 6-17, 1920

ad of Mrs. Alice Duck

FROM	TO	Deed Tax		Mortgage Tax		Mineral Documentary Tax		Recording Fees		Total	
		\$	Cts.	\$	Cts.	\$	Cts.	\$	Cts.	\$	Cts.
decree with execution of original lease -	Estate of La Belle Ferguson							1	25	1	25

FOR RECORD

Harry D'Olive TOTAL \$ 1.25
JUDGE OF PROBATE.

STATE OF ALABAMA
BALDWIN COUNTY

I, Mary Lou Blackburn, a Notary Public, in and for said County in said State, hereby certify that Luella Ferguson, whose name as guardian of LaVelle Ferguson, a non compos mentis, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she, in her capacity as such guardian, executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 10th day of June, 1970.

Mary Lou Blackburn
Notary Public, Baldwin County, Alabama

HARRY D'OLIVE

PROBATE JUDGE

4345

Bay Minette, Ala., 5-28, 1920

ed of Miss Alice Duck

FROM	TO	Deed Tax		Mortgage Tax		Mineral Documentary Tax		Recording Fees		Total	
		\$	Cts.	\$	Cts.	\$	Cts.	\$	Cts.	\$	Cts.
<u>reel - Estate of LaVelle</u>								<u>1 50</u>		<u>1 50</u>	

FOR RECORD

Harry D'Olive TOTAL \$ 1.50
JUDGE OF PROBATE.

STATE OF ALABAMA
BALDWIN COUNTY

I, Mary Lou Blackburn, a Notary Public, in and for said County in said State, hereby certify that Luella Ferguson, whose name as guardian of LaVelle Ferguson, a non compos mentis, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she, in her capacity as such guardian, executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 22nd day of May, 1970.

Mary Lou Blackburn

Notary Public, Baldwin County, Alabama

IN TOWNSHIP 2 NORTH, RANGE 2 EAST (Continued)

In Section 17: The North Half of said Section.

In Section 37: All that part which lies North and West of Bear Creek; said Section 37 being also known as the James Carpenter Grant and as the Richard, Caleb, and Joseph Carpenter Grant.

In Section 49: Commencing at a point on the East margin of Alabama River, which point is also the Southwest corner of the John Linder, Jr. Grant and being at the mouth of Majors Creek; run thence up the East margin of said river 6.75 chains to the point of beginning; thence continue North up said Alabama River along the East bank thereof 3 chains; thence East 2 chains; thence South 3 chains; thence West 2 chains to the point of beginning.

The above described property consists of 1096 acres, of which 316.65 net mineral acres are owned by the said LaVelle Ferguson,

on Alabama Producers Form 88-D9803 (Revised 2-4-49) With Pooling Provision, for a period of five (5) years at an annual rental of \$316.65, together with the ward's share of the bonus payment under the said lease amounting to \$3166.50.

3. The said guardian shall, within ten days after making such lease, report the same in writing, under oath, to this court accompanied by a duplicate of the said lease for confirmation.

4. The Register of this court shall promptly file a certified copy of this decree for record in the office of the Judge of Probate of Baldwin County, Alabama, and charge the cost of such recording as a part of the costs of this proceeding.

ORDERED, ADJUDGED AND DECREED on this the 21st day of May, 1970.

(S) TELFAIR J. MASHBURN
Judge

I, Alice J. 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 above stated cause, which said decree is on file and enrolled in my office.

WITNESS MY HAND AND SEAL THIS THE 28 day of May, 1970

Alice J. Duck
Register of Circuit Court, in Equity

STATE OF ALABAMA,
BALDWIN COUNTY

I certify that this instrument was filed on

MAY 28 1970 245 P

and that no tax was collected. Recorded in

Book 396

Page 493-94 *Harry Deline*
Judge of Probate

By



BOOK 396 PAGE 494

ESTATE OF
LaVELLE FERGUSON,
a Non Compos Mentis

0
0
0
0
0

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY

DECREE AUTHORIZING EXECUTION OF MINERAL LEASE

This cause coming on to be heard on this date is submitted for a decree authorizing Luella Ferguson, as guardian of LaVelle Ferguson, a non compos mentis, to make, execute and deliver an oil, gas and mineral lease on certain lands in which the said ward has an interest, and is submitted upon the verified petition of the said guardian for authority to execute the said lease, the decree setting this cause for hearing on this date and appointing a guardian ad litem, the notice of appointment, acceptance and answer of the guardian ad litem, and upon the testimony of the witnesses for the petitioner taken in open court as provided in Equity Rule No. 56, as amended; upon consideration of all of which it is, therefore, ORDERED, ADJUDGED AND DECREED by the court as follows:

1. It is to the best interest of the said ward that his said guardian be authorized to execute an oil, gas and mineral lease on the ward's interest in the lands hereinafter described in this decree, and it is not necessary that the said lease be made publicly.

2. Luella Ferguson, as guardian of LaVelle Ferguson, a non compos mentis, shall be and she is hereby fully and completely authorized, empowered, instructed and directed to make, execute and deliver to Richard C. Bradley a lease on the undivided 39/135 interest of the said ward in and to the property described below, situated in Baldwin County, Alabama, to-wit:

IN TOWNSHIP 2 NORTH, RANGE 2 EAST

In Section 15: Entire, except that part South of a line described as beginning at the Southeast corner of said Section and run North 3 degrees 28 minutes East 1,309 feet, run thence North 84 degrees 45 minutes West 5,237 feet, thence South 1,335 feet to the Southwest corner of said Section 15.

ESTATE OF
LaVELLE FERGUSON,
a Non Compos Mentis

0
0
0
0
0

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

IN EQUITY

No. 4457

DECREE AUTHORIZING EXECUTION OF MINERAL LEASE

This cause coming on to be heard on this date is submitted for a decree authorizing Luella Ferguson, as guardian of LaVelle Ferguson, a non compos mentis, to make, execute and deliver an oil, gas and mineral lease on certain lands in which the said ward has an interest, and is submitted upon the verified petition of the said guardian for authority to execute the said lease, the decree setting this cause for hearing on this date and appointing a guardian ad litem, the notice of appointment, acceptance and answer of the guardian ad litem, and upon the testimony of the witnesses for the petitioner taken in open court as provided in Equity Rule No. 56, as amended; upon consideration of all of which it is, therefore, ORDERED, ADJUDGED AND DECREED by the court as follows:

1. It is to the best interest of the said ward that his said guardian be authorized to execute an oil, gas and mineral lease on the ward's interest in the lands hereinafter described in this decree, and it is not necessary that the said lease be made publicly.

2. Luella Ferguson, as guardian of LaVelle Ferguson, a non compos mentis, shall be and she is hereby fully and completely authorized, empowered, instructed and directed to make, execute and deliver to The Louisiana Land & Exploration Company a lease on the undivided 39-135 interest of the said ward in and to the property described below, situated in Baldwin County, Alabama, to-wit:

IN TOWNSHIP 2 NORTH, RANGE 2 EAST:

In Section 14: Subdivision D, and South Half of South Half of Fractional Section, containing 223 acres, more or less.

In Section 23: Northeast Quarter, containing 160 acres, more or less.

BOOK 396 PAGE 539