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IN THE MATTER OF THE ESTATE OF)
)
MABEL SUE STANDARD.)
)
A Minor.)
)
)

IN THE
CIRCUIT COURT OF BALDWIN
COUNTY ALABAMA IN EQUITY
APRIL 13 1960

MRS. MABEL LUCINDA STANDARD. BEING FIRST DULY SWORN TESTIFIED AS
FOLLOWS:

examination by Mr. Mashburn.

Q. You are Mabel Lucinda Standard?

A. Yes sir.

Q. You live here in Baldwin County Mrs. Standard?

A. Yes sir. -- All of my life.

Q. Near Bay Minette, Alabama?

A. Yes sir.

Q. Are you the widow of John N. Standard?

A. Yes sir.

Q. Mrs. Standard, is Mr. Standard dead?

A. Yes sir.

Q. When did he die?

A. February of '53.

Q. Did he leave any children?

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REGISTER

A. One.

Q. What is her name?

A. Mabel Sue Standard.

Q. That was the only child you and Mr. Standard had?

A. Yes sir.

Q. Did he have any other children?

A. No sir.

Q. Did Mr. Standard leave any real estate?

A. No -- Yes, that farm out there.

Q. Is that the property that is described in this petition to the Court?

A. Yes sir.

Q. Consisting of 574 acres more or less?

A. Yes sir.

Q. Mrs. Standard what kind of property is that? Improved or unimproved? -- Range land or cultivatable land?

A. Part of it is in cultivation.

Q. About how much is in cultivation

A. 95 acres in one field, 20 acres in one field and 43 acres in another field in cultivation.

Q. 158 acres in cultivation?

A.

A. About that.

Q. That would leave better than 400 acres that is not in cultivation?

A. Yes sir.

Q. Now Mrs. Standard have you had an offer to lease this property for oil, gas and other minerals to the Sun Oil Company of Dallas, Texas?

A. Yes sir.

Q. How much have they offered to pay you for the lease?

A. \$3.00 an acre for the first year and \$1.00 an acres for each acre per year afterwards.

Q. \$1.00 for each acre per year after the first year that they see fit to keep the lease?

A. Yes sir.

Q. Have you had any other offers to lease the property for oil gas and other minerals recently?

A. No sir.

Q. Do you know whether other people in this area are leasing their land at the present time?

A. No sir.

Q. As a matter of fact, you do know that they-- that most of the leases have been dropped?

A. Yes sir.

- Q. In your opinion, would it be to the best interest of your daughter if you were authorized by this Court to make this lease to the Sun Oil Company under these terms?
- A. Yes sir.
- Q. Before Mr. Standard died. did he sell a half interest in the minerals off this property to a Mr. Biggerstaff of Sulpher Springs, Texas?
- A. I didn't know who it was that he sold them to. but I knew that he sold some.
- Q. At the present time your daughter only owns a half interest in and to the minerals under the land?
- A. That's right.
- Q. She owns about 287 mineral acres. does she not?
- A. Yes sir.
- Q. You were the widow of Mr. John N. Standard?
- A. Yes sir.
- Q. You have some dower rights in this property. do you not?
- A. Yes sir.
- Q. You will be entitled to a part of these rents and lease money for your dower rights individually. won't you?
- A. Yes sir.
- Q. In your opinion, would it be to the best interest of your daughter

that you make this lease to the Sun Oil Company under these terms?

A. Yes sir.

Q. Does the lease that the propose for you to execute provide for an undivided 1/8 royalty to be retained by the owner in case they discover oil, gas or other minerals?

A. Yes sir.

Q. Is this a copy of the proposed lease that they have sent you to execute if the Court authorizes you to execute the lease?

A. Yes sir.

MR. MASHBURN: I offer in evidence as Petitioner's Exhibit A, copy of proposed oil, gas and mineral lease to be executed.

Q. Did you have to employ an Attorney to bring this petition for you and prepare the papers in connection with this matter?

A. Yes sir.

Q. Did you employ Telfair J. Mashburn, Jr. a Lawyer in Bay Minette, Alabama, to handle this matter for you?

A. Yes sir.

ON CROSS EXAMINATION OF THIS WITNESS. SHE TESTIFIED:

Examination by Mrs. White.

Q. Does this property have any other income, Mrs. Standard?

A. I don't guess so. only I raise a few cows on it.

Q. This price is in line with leases in the vicinity or better?

A. As far as I know it is. I inquired around to find out

Q. In fact, there are not too many leases at this time being offered?

A. No.

Q. And the half interest in the minerals has been previously sold?

A. Yes mam.

ON RE-DIRECT EXAMINATION OF THIS WITNESS SHE TESTIFIED:

Q. You signed the petition that was filed in this case?

A. Yes sir.

Q. And the allegations contained in the petition are true and correct?

A. Yes sir

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this

day of

, 19 , between

Lessor (whether one or more), and SUN OIL COMPANY, a New Jersey corporation, with an office at Dallas, Texas, Lessee,

WITNESSETH:

1. Lessor in consideration of

Dollars

(\$) in hand paid, of the royalties herein provided, and of the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for, producing and owning oil, gas and all other minerals, constructing and maintaining pipe lines, roads, tanks, power stations, canals, telephone lines, houses for its employees, and other structures and facilities thereon to produce, save, take care of, treat, dispose of, store, manufacture, transport, and own said products and salt water, the following described land in

County, Alabama, to-wit:

and, in addition, any and all land and rights and interest in land owned or claimed by Lessor and adjacent or contiguous to the land above described.

For the purpose of determining the amount of any money payment hereunder, including the down cash payment, said premises shall be treated as comprising acres, whether there be more or less.

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 hereunder or land with which it or any part of it may be pooled.

3. Royalties to be paid by Lessee are: (a) on oil, and on condensate saved at the well, one-eighth of that produced and saved from said land, the same to be delivered at the well or to the credit of Lessor in the pipe line to which the wells may be connected; Lessee may from time to time purchase any such royalty oil or condensate in its possession, paying the market price therefor prevailing for the field where produced for oil or condensate of like kind and gravity on the date of purchase; (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; if at any time or times, either during or after the primary term, there is a well or wells capable of producing gas only or gas and liquefiable hydrocarbons on said land or on land with which it or any part of it may be pooled, but such substance or substances are not sold or used off the premises in paying quantities, and if this lease is not otherwise being maintained in force, it shall nevertheless be considered that such substance or substances are being produced and marketed in paying quantities during all such time or times; within sixty (60) days after the expiration of each year during which both such aforementioned conditions exist, Lessee shall pay as royalty to the parties who would be entitled at the end of such year to royalty on actual production of such substances a sum equal to the amount, if any, by which the rental provided herein as to the acreage then covered by this lease (whether during or after the primary term) exceeds the total royalties paid and payable hereunder on the actual production of oil, gas and other minerals during such year; any such payment may be made in the manner provided herein for the payment or tender of rentals, including all terms with respect to the deposit of same in the designated depository bank; where any such payment is made with respect to two or more wells, the amount of such payment shall for all purposes be allocated to and deemed attributable to such wells separately in equal proportions; the term "year" as used in this paragraph shall mean the twelve (12) months period commencing with this date and each successive twelve (12) months period thereafter, whether during or after the primary term; (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 the royalty shall be One Dollar (\$1.00) per long ton. Lessee shall have free use of oil, gas and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil and gas shall be computed after deducting any so used.

4. Lessee is hereby granted the right, power and option at any time or times to pool and combine the land covered by this lease or any portion thereof with any other land, lease or leases in the vicinity thereof when in the Lessee's judgement it is necessary or advisable to do so. Such pooling may include all oil, gas and other minerals or may be limited to one or more such substances and may extend to all such production or may be limited to one or more zones or formations. Any such pooling shall be into a unit or units not exceeding by more than ten percent (10%) forty (40) acres each for the exploration, development and production of oil, and not exceeding by more than ten percent (10%) six hundred forty (640) acres each for the exploration, development and production of gas, including condensate; provided, however, that if any governmental authority prescribes or permits a larger unit as a spacing pattern for the orderly development of the field, or for any other purpose, or shall allocate a producing allowable based in whole or in part on acreage per well, any unit may be formed or reformed to embrace acreage up to the maximum content so prescribed, permitted or allocated. The effective date and term of each such pooling shall be as set forth by Lessee in an instrument filed for record in the county or counties in which the pooled land is situated, which instrument shall describe the acreage, zones, formations and substances pooled. Any unit may include land upon which a well has heretofore been completed or upon which operations for drilling have theretofore been commenced, and within the meaning of paragraph 5 hereof any such well or operations shall be considered as having been commenced subsequent to the effective date of such pooling. Production, drilling or reworking operations anywhere on any such unit shall be treated as production, drilling or reworking operations on land covered by this lease. There shall be allocated to this lease the proportion of the pooled production from any such unit (whether or not from land covered by this lease) that the number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit; royalties shall be paid hereunder only upon that portion of such production so allocated, and as to pooled production from land in such unit such royalties shall be in lieu of any other royalties. Reduction in the size of or in the interest covered by any such unit as a result of failure of title or any other cause shall not of itself terminate the pooling. In the event of any such reduction no retroactive apportionment of royalties shall be required; nor shall royalties be payable thereafter on production from a tract (or on production attributable to an interest therein) title to which has thus been lost.

5. If operations for drilling are not commenced on said land or on acreage pooled with such land, or any part thereof, on or before one year from this date this 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 Bank at (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 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 to Lessor at

, or delivered to Lessor, or mailed or delivered 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. If such bank charges or deducts a fee for acting as depository or any other reason, such charge shall be borne by Lessor and shall not affect the validity of the lease. 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 designated depository bank, or place of record, a release or releases covering any portion or portions of the land covered hereby (or any one or more zones, formations or substances thereunder) and thereby surrender this lease as to such portion or portions and be relieved of all obligations in connection therewith, and thereafter the rentals, if any, payable hereunder shall be reduced in the proportion that the surface acreage covered hereby is reduced by said release or releases.

6. If at any time or times during the primary term Lessee abandons a well as a dry hole on said land or land pooled with such land, or any part thereof, or if production, having once been obtained therefrom, should cease from any cause, and if in either case this lease is not otherwise maintained, this lease shall nevertheless remain in force if production or operations for drilling or reworking on said land or land pooled with such land, or any part thereof, are commenced or resumed, or payment or tender of rentals is commenced or resumed, on or before the rental paying date next ensuing after the expiration of ninety (90) days from the date of abandonment of the well as a dry hole or cessation of production; provided, that no rentals or operations shall be necessary to maintain this lease for the remainder of the primary term if such abandonment of a well as a dry hole or cessation of production occurs within ninety (90) days prior to or during the last year of the primary term. If such abandonment of a well as a dry hole or cessation of production occurs within ninety (90) days prior to or at any time after the expiration of the primary term and this lease is not otherwise maintained, this lease shall nevertheless remain in force if production or operations for drilling or reworking are commenced or resumed on said land or land pooled with such land, or any part thereof, within ninety (90) days after such abandonment or cessation of production. Upon the expiration of the primary term or at any time or times thereafter when this lease is not otherwise maintained, this lease shall remain in force so long as any operations for drilling or reworking are prosecuted on said land or land pooled with such land, or any part thereof, with no cessation of more than ninety (90) consecutive days, and, if they result in production of oil, gas or other mineral, so long as oil, gas or other mineral is produced.

7. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land not more than 330 feet from and draining the leased premises, Lessee agrees to drill such offset well or wells as a reasonably prudent operator would drill under the same or similar circumstances. When required by Lessor, Lessee will bury pipe lines below ordinary plow depth and pay damage caused by Lessee's operations to growing crops. Lessee shall have the right at any time during the term of this lease or within one year after the termination of this lease to remove all properties and fixtures placed by Lessee on said land, including the right to draw and remove all casing whether from producing or non-producing wells. No well shall be drilled within two hundred (200) feet of the principal residence now on said land without Lessor's consent.

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 the ownership of the land or rentals or royalties or other payment hereunder or the right to receive same, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No change or division in the ownership or right to receive rentals, royalties or other payment hereunder shall be binding upon Lessee for any purpose until sixty (60) days after Lessee shall have been furnished at Lessee's office at Dallas, Texas, with duly recorded instrument or instruments or certified copies thereof or other legally authenticated written evidence of such change of ownership satisfactory to Lessee. In the event of the death of any person entitled to payments hereunder, Lessee may pay or tender such payments to the depository bank to the credit of the deceased or the estate of the deceased until such time as Lessee is furnished evidence satisfactory to Lessee of the appointment and qualification of an executor or administrator of the estate, if there be one, and evidence satisfactory to Lessee as to the heirs or devisees of the deceased. If at any time two or more persons are entitled to participate in payments hereunder, Lessee may pay or tender such payments jointly to such persons or to their joint credit in the depository designated herein; or, at Lessee's election, the proportionate part or parts to which any participant or participants may be entitled may be paid or tendered to such participant or participants separately or to their separate credit in said depository; and payment or tender to any participant of his portion, jointly or separately, shall maintain this lease as to such participant. In the event of assignment or sublease hereof in whole or in part, liability for breach of any express or implied obligation hereunder shall rest exclusively upon the owner or sublessee who commits such breach. In the event of an assignment of this lease as to a segregated portion of the land, the rentals payable hereunder

Lease No.

Oil, Gas and Mineral Lease (ALABAMA)

TO

Sun Oil Company

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.

Judge, Probate Court, Alabama County,

Record and Return to J. C. STEWART SUN OIL COMPANY P. O. Box No. 2880 Dallas, Texas

do hereby certify that on the day of 19 came before me the within named within named who, being examined separate and apart from the husband touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord, and without fear, constraints or threats on the part of the husband.

herby certify that executed the same voluntarily on the day the same bears date. whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

12. This lease shall bind as Lessors all who execute it, whether or not named above as Lessor, and regardless of whether it is executed by all parties named above.

11. When drilling, production or other operations on said land or land pooled with such land, or any part thereof, are prevented, delayed or interrupted by lack of water, labor or materials, or by fire, storm, flood, war, rebellion, insurrection, sabotage, riot, strike, difference with workers, or failure of other State or Federal, or as a result of any cause whatsoever beyond the reasonable control of the Lessee, the time of such prevention, delay or interruption shall not be counted against Lessee and this lease shall be extended in full force and effect during such time; nor shall Lessee be liable for damages for failure to comply with express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted, anything in this lease to the contrary notwithstanding.

10. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease or cause a termination or reversion of the estate hereby created, nor be grounds for cancellation hereof in whole or in part save as herein expressly provided. In the event that Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the fact relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty (60) days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument. Neither notice nor attempted compliance shall be evidence that a breach has occurred. The Lessee shall have the right to remain under the terms hereof around each oil or gas well producing, being worked on or drilling hereunder the maximum acreage allocable to each such well as fixed by the rules of the appropriate governmental regulatory body applicable to such well or wells, but in no event less than twenty (20) acres. Notwithstanding any partial cancellation or release of acreage covered hereby, Lessee may retain such existing roadways, pipe lines and other easements upon such cancelled or released acreage. Failure of Lessee to reduce rentals shall not constitute a waiver of its rights to reduce rentals or future rentals. That this lease might in part be subject to cancellation or release of acreage covered hereby, Lessee may retain such existing roadways, pipe lines and other easements upon such cancelled or released acreage. Failure of Lessee to reduce rentals shall not constitute a waiver of its rights to reduce rentals or future rentals. That this lease might in part be subject to cancellation or release of acreage covered hereby, Lessee may retain such existing roadways, pipe lines and other easements upon such cancelled or released acreage. Failure of Lessee to reduce rentals shall not constitute a waiver of its rights to reduce rentals or future rentals. That this lease might in part be subject to cancellation or release of acreage covered hereby, Lessee may retain such existing roadways, pipe lines and other easements upon such cancelled or released acreage.

C E R T I F I C A T E

I hereby certify that the foregoing consisting of pages
1 to 6 both inclusive correctly sets forth a true and correct
transcript of the testimony as taken by me on this day in open
Court before Hon Hubert M Hall Judge of said Court

This 13th day of April 1960

Official Court Reporter 23th
Judicial Circuit of Alabama

[Handwritten signature]

FILED

MAY 17 1960

ALICE J. DICK, CLERK REGISTER

ESTATE OF)	
)	IN THE
MABEL SUE STANDARD,)	
)	CIRCUIT COURT OF BALDWIN COUNTY,
A Minor.)	ALABAMA. IN EQUITY.
)	
)	

MRS. MABEL LUCINDA STANDARD, BEING FIRST DULY SWORN, TESTIFIED
 AS FOLLOWS:

Examination by Mr. Mashburn.

- Q. Is your name Mabel Lucinda Standard?
- A. Yes sir.
- Q. You are the guardian of Mabel Sue Standard, a minor?
- A. Yes sir.
- Q. On the 14th day of April, 1960, did the Judge of this Court issue a decree authorizing you to make an oil, gas and mineral lease on behalf of your daughter to the Sun Oil Company, the Southwest Division, of Dallas, Texas?
- A. Yes sir.
- Q. In accordance with that decree, did you execute an oil, gas and mineral lease to the Sun Oil Company?
- A. Yes sir.
- Q. Is this a true and correct copy of that lease?
- A. Yes sir.
- Q. And for that lease you received \$861.00 as a bonus for the first years rental?
- A. Yes sir.
- Q. Now Mrs. Standard, you are the widow of John Standard, deceased, are you not?
- A. Yes sir.
- Q. And the mother of Mabel Sue Standard?
- A. Yes sir.
- Q. You have a widow's right in that property, do you not?

A. Yes sir.

Q. You are entitled to a part of this lease money for your dower interest in that property, is that right?

A. That is right.

Q. You employed an Attorney to represent you in preparing the petition and orders and otherthings necessary to get the authority to make this lease, did you not?

A. Yes sir.

Q. And you employed Telfair J. Mashburn as your Attorney to handle this matter for you?

A. Yes sir.

NO CROSS EXAMINATION OF THIS WITNESS BY THE GUARDIAN AD LITEM,
MRS. MARY WHITE, WHO WAS PRESENT IN COURT

J. CONNOR OWENS, JR. A WITNESS FOR THE COMPLAINANT, BEING FIRST
DULY SWORN, TESTIFIED AS FOLLOWS:

Examination by Mr. Mashburn.

Q. You are Mr. J. Connor Owens, Jr.?

A. Yes sir.

Q. An Attorney, practicing at the Baldwin County Bar?

A. Yes sir.

Q. For how long?

A. Eight years.

Q. Are you familiar with the fees charged by Attorneys at the Baldwin County Bar?

A. Yes sir.

- Q. What would be the reasonable fee for the Attorney for preparing the petition and filing the same for authority to make an oil, gas and mineral lease of a minor's interest in real property, preparing the decrees and orders and report to the Court after the lease was made for confirmation by the court and decrees and orders in conjunction therewith, where \$861.00 was the payment for the first years' lease?
- A. I feel that in this particular case that \$100.00, or thereabouts is a reasonable Attorney's fee.

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, in the above styled cause on May 17, 1960.

This 17th day of May, 1960.

Louise Dunscomb
Official Court Reporter

IN THE MATTER OF THE ESTATE OF
MABEL SUE STANDARD, A Minor.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

IN EQUITY. NO. _____

DECREE SETTING DATE FOR HEARING PETITION
FILED BY GUARDIAN ON APRIL 11, 1960.

This cause coming on to be heard on this date is submitted for
decree on the verified petition filed in this cause on April 11,
1960, by MABEL LUCINDA STANDARD, as Guardian of the Estate of MABEL
SUE STANDARD, A Minor; upon consideration of which it is, therefore,
ORDERED, ADJUDGED AND DECREED by the Court as follows:

1. That said petition be and it is hereby set for hearing at

8:30, o'clock, A M., on the 13 day of April, 1960.

2. It appearing to the Court that the only person interested in
this proceeding, other than the petitioner, is the said minor, MABEL
SUE STANDARD, who is under the age of fourteen years; and it further
appearing to the Court that R. D. Mary Thompson White, an
attorney at law and Solicitor in Chancery, practicing in Baldwin
County, Alabama, is not of kin or counsel to any of the parties in-
terested in this proceeding and who in all respects a fit and proper
person to act as guardian ad litem for said minor, he shall be and he
is hereby appointed as guardian ad litem to represent said minor in
this proceeding without service on said minor.

3. The testimony of the witnesses for the said petitioner on the
said hearing shall be taken in open court in the manner provided by
Equity Rule Number 56, as amended.

ORDERED, ADJUDGED AND DECREED on this the 11 day of April, 1960.

Hubert M. Steele
J U D G E.

FILED

APR 11 1960

ALICE L. DUCK, CLERK
REGISTER

IN THE MATTER OF THE ESTATE OF
MABEL SUE STANDARD, A Minor.

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

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

Your Petitioner, MABEL LUCINDA STANDARD, respectfully represents unto your Honor and this Honorable Court that she is the guardian of the estate of MABEL SUE STANDARD, a Minor, under the age of fourteen years, duly appointed and qualified as such guardian in the Probate Court of Baldwin County, Alabama, by decree dated July 1, 1954; that said guardianship was transferred to this Honorable Court by a decree of this Honorable Court date July 1, 1954, where such guardianship is now pending; that said minor is seized and possessed, subject to the dower rights of your petitioner, of an undivided one-half ($\frac{1}{2}$) interest in and to the oil, gas and minerals in, on and under the following described real property, lying and being in Baldwin County, Alabama, viz:

That part of the Joshua Kennedy Grant, Section 47, Township 2 South, Range 2 East, which lies in and would be the South half of the North half of Regular Government Section 10, Township 2 South, Range 2 East; and all of that portion of said Grant which would be that part of the North half of the Southwest quarter and the Northwest quarter of the Southeast quarter of Regular Government Section 10, Township 2 South, Range 2 East, lying West of the public road leading from Carpenter's Station to Stockton, in Baldwin County, Alabama, as now located, containing 240 acres, more or less; and also all that part of the Robert Wolfington Grant, Section 4, Township 2 South, Range 2 East, South of Seaberry Creek, which lies in and would be the North half of the North half of Regular Government Section 10, Township 2 South, Range 2 East, and that part of Regular Government Section 3 South of Seaberry Creek in Regular Government Section 3, Township 2 South, Range 2 East, containing in all 334 acres, more or less; said total acreage of said two tracts being 574 acres, more or less, in Baldwin County, Alabama, except a certain lot of land beginning at the Southeast Corner of Southeast quarter of Northwest quarter of Section 10, Township 2 South, Range 2 East, running thence North 33 feet to a post, thence East 267 feet to a post, thence North 102 feet to a post, thence East 374 feet to a post; thence South 213 feet, thence West 374 feet, thence North 78 feet, thence West 267 feet to point of beginning, containing 2 acres, more or less.

That said ownership of said minor is subject to the dower rights of your petitioner in said property as widow of John N. Standard, Deceased; that your Petitioner has an offer from Sun Oil Company, Southwest Division, Dallas, Texas, to lease said mineral rights for a period of ten (10) years for Three (\$3.00) Dollars per acre for the first year,

and an annual rental of One (\$1.00) Dollar per acre for each year that the lease is kept in force thereafter; that it will be to the best interest of said minor that your petitioner be authorized and empowered to make said lease; and that petitioner should be authorized and empowered to make said lease privately.

WHEREFORE, THE PREMISES CONSIDERED, Petitioner prays that this Honorable Court will take jurisdiction of this her Petition, appoint and set a day to hear it, appoint a guardian ad litem to represent said minor, and that on the date set for hearing the said petition, and after said hearing, she be granted the following separate and several relief:

A. That she be authorized and empowered to lease privately the mineral rights and interests of the said minor, MABEL SUE STANDARD, in and to the real property hereinabove described to the Sun Oil Company/at and for the sum of Three (\$3.00) Dollars per mineral acre for the first year, and an annual rental of One (\$1.00) Dollars per mineral acre for each year that the lease is kept in force after the first year.

B. That this Honorable Court fix and determine the amount that petitioner is entitled to receive from said lease for her dower rights in said property.

C. That this Honorable Court fix a reasonable fee for petitioner to pay her Solicitor, Telfair J. Mashburn, Esq., for his services in this cause, and that the Court authorize and empower petitioner to pay said fee from the said minor's share of said lease money.

D. That such other orders be made or decrees rendered as may be requisite and proper in the premises.

Mabel Lucinda Standard

STATE OF ALABAMA, §
 §
COUNTY OF BALDWIN. §

Before me, the undersigned authority, within and for said State and County, personally appeared MABEL LUCINDA STANDARD, who, being by me first duly sworn, deposes and says, on oath: "That she has read the foregoing petition and that the facts stated therein are true."

Mabel Lucinda Standard

Sworn to and subscribed before me
on this the 11th day of April, 1960.

T. J. Mashburn, Jr.
NOTARY PUBLIC BALDWIN COUNTY, ALABAMA.

Filed - 4-11-60
097

IN THE MATTER OF THE ESTATE OF 0
MABEL SUE STANDARD, A MINOR. 0

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

Your Petitioner, the undersigned LUCINDA STANDARD, as Guardian
of the Estate of MABEL SUE STANDARD, a Minor, respectfully shows
unto this Honorable Court that she was on, to-wit: the 1st day of
July, 1954, duly and legally appointed as Guardian of the Estate of
MABEL SUE STANDARD, a Minor, in and by the Probate Court of Baldwin
County, Alabama, and in said Court duly qualified as such Guardian,
and that the Guardianship of said estate is now pending in the said
Probate Court.

That there has been no final settlement of said Guardianship,
and that no proceedings have been taken in said Probate Court looking
to a final settlement of said Guardianship; and that, in the opinion
of your Petitioner, the said Guardian, such estate can be better ad-
ministered in the Circuit Court of Baldwin County, in Equity, than
in the Probate Court.

WHEREFORE, your Petitioner respectfully prays that an order of
this Court be made and entered removing the administration of the
Estate of MABEL SUE STANDARD, a Minor, from the Probate Court of Bald-
win County into this Honorable Court; and petitioner prays for any and
all order and decrees as may be necessary or appropriate in the premises.

Lucinda Standard
AS GUARDIAN OF THE ESTATE OF MABEL
SUE STANDARD, A MINOR.

STATE OF ALABAMA, 0
COUNTY OF BALDWIN. 0

Before me, T. J. Mashburn, Jr., a Notary Public in and for said
State and County, personally appeared LUCINDA STANDARD, whose name is
signed to the foregoing Petition and who, being by me first duly and
legally sworn, deposes and says that the facts stated in the foregoing
Petition are true.

Lucinda Standard

Subscribed and sworn to before me this 1st day of July, 1954.

Filed - 7-1-54

T. J. Mashburn, Jr.
Notary Public, Baldwin County, Alabama.

IN THE MATTER OF THE ESTATE OF
MABEL SUE STANDARD, A Minor.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

IN EQUITY. NO. 4896

NOTICE OF APPOINTMENT, ACCEPTANCE AND ANSWER
OF GUARDIAN AD LITEM.

TO: Mary Thompson White, ESQUIRE:

You are hereby notified that you have been appointed as guardian ad litem to represent MABEL SUE STANDARD, a Minor, and to protect her interest in connection with a petition that has been filed in this cause by MABEL LUCINDA STANDARD, as guardian of the estate of MABEL SUE STANDARD, A Minor, which petition has been set for hearing and will be heard at 8:30 o'clock, A M., on the 13 day of April, 1960.

Dated this 11 day of April, 1960.

Benjamin J. Nichols
REGISTER

STATE OF ALABAMA,
COUNTY OF BALDWIN.

I, Mary Thompson White Esq., do hereby accept appointment as guardian ad litem for MABEL SUE STANDARD, a Minor, and for answer do hereby deny each and all of the allegations of the said petition heretofore filed in this cause and do demand strict proof of the same.

Dated this 12th day of April, 1960.

Mary Thompson White
AS GUARDIAN AD LITEM.

IN THE MATTER OF THE ESTATE OF
MABEL SUE STANDARD, A Minor.

§
0

CIRCUIT
IN THE ~~XXXXXX~~ COURT OF
BALDWIN COUNTY, ALABAMA.

IN EQUITY. NO. _____

NOTE OF SUBMISSION

This cause is submitted on behalf of the Petitioner, MABEL LUCINDA STANDARD, as guardian of the Estate of MABEL SUE STANDARD, a Minor, upon the following:

1. Petition heretofore filed in this cause on April 11, 1960.
2. Decree setting day for hearing petition filed by guardian on April 11, 1960.
3. Order appointing guardian ad litem to represent MABEL SUE STANDARD in this cause.
4. Notice of Appointment, Acceptance and Answer of guardian ad litem.
5. Testimony of MABEL LUCINDA STANDARD taken in open court on April 13, 1960.

Respectfully submitted,

Alice J. Newck

Register of the Circuit Court of
Baldwin County, Alabama, in Equity.

Telfair J. Mashburn
TELFAIR J. MASHBURN
Solicitor for Petitioner

IN THE MATTER OF THE ESTATE OF
MABEL SUE STANDARD, A Minor.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

IN EQUITY. NO. _____

DECREE GRANTING APPLICATION TO MAKE MINERAL LEASE.

This cause coming on to be heard is submitted on the verified Petition of MABEL LUCINDA STANDARD, as Guardian of the Estate of MABEL SUE STANDARD, A Minor, to lease, privately, the mineral lands of said minor, described as follows:

An undivided one-half ($\frac{1}{2}$) interest in and to the oil, gas and minerals, subject to the dower rights of the said MABEL LUCINDA STANDARD, in on and under the following described real property in Baldwin County, Alabama, viz:

That part of the Joshua Kennedy Grant, Section 47, Township 2 South of Range 2 East, which lies in and would be the South half of the North half of Regular Government Section 10, Township 2 South, Range 2 East; and all that portion of said Grant which would be that part of the North half of the Southwest quarter and the Northwest quarter of the Southeast quarter of Regular Government Section 10, Township 2 South, Range 2 East, lying West of the public road leading from Carpenter Station to Stockton, in Baldwin County, Alabama, as now located, containing 240 acres, more or less; and also that part of the Robert Wolfington Grant, Section 4, Township 2 South, Range 2 East, South of Seaberry Creek which lies in and would be the North half of the North half of Regular Government Section 10, Township 2 South of Range 2 East, and that part of Regular Government Section 3, Township 2 South, Range 2 East, South of Seaberry Creek, containing in all 334 acres, more or less; said total acreage of said two tracts being 574 acres, more or less, in Baldwin County, Alabama, except a certain lot of land beginning at the Southeast Corner of the Southeast quarter of the Northwest quarter of Section 10, Township 2 South, Range 2 East, running thence North 33 feet to a post, thence East 267 feet to a post, thence North 102 feet to a post, thence East 374 feet to a post; thence South 213 feet, thence West 374 feet, thence North 78 feet, thence West 267 feet to the point of beginning, containing 2 acres, more or less;

Decree setting day for hearing said petition; order appointing guardian ad litem to represent the minor, MABEL SUE STANDARD; Notice of Appointment, Acceptance and Answer of Guardian ad litem; and the testimony of MABEL LUCINDA STANDARD taken in open court; all of which being considered by the Court and the Court being of the opinion that such lease is necessary and advisable, and that it will be to the best interest of said minor that said mineral lands be leased for a primary term of ten (10) years for Three (\$3.00) Dollars per mineral acre for the first year, and an annual rental of One (\$1.00) Dollar per mineral acre for each ^{year} that the lease is kept in force thereafter,

said minor to be paid by the lessee a 1/8 royalty on all oil, gas and other minerals produced and saved from said premises, with the lessee having the right, while the lease is in effect, to explore, prospect, drill, mine and operate for oil, gas and other minerals in, on and under said lands; to save, store, take care of, treat, manufacture, load and transport said minerals; and to construct, maintain, use, enjoy, and remove any machinery, plants, power stations, pipe, casing, pipe lines, tanks, bins, reservoirs, storage accommodations, camps, houses, buildings, telephone, telegraph, light or power cables or lines, rail or other roads or ways, and in general, any appliances, structures, equipment, easements, servitudes, and privileges which may be necessary, useful or convenient to or in connection with any operations conducted by the lessee in said lease on the real estate subject to such lease, or on any adjacent lands;

It is, therefore, ORDERED, ADJUDGED AND DECREED by the Court as follows:


1. That said petition of MABEL LUCINDA STANDARD, as Guardian of the Estate of MABEL SUE STANDARD, a Minor, be and the same is hereby granted;

2. That said MABEL LUCINDA STANDARD, as guardian as aforesaid, be and she is hereby authorized and empowered to make and execute a lease of said mineral lands above described, privately, to the SUN OIL COMPANY, a Corporation;

3. That the said MABEL LUCINDA STANDARD, as guardian as aforesaid, report her action in the premises, under oath, accompanied with a duplicate of the lease, to this Court within ten (10) days from the making of said lease;

4. That jurisdiction be and it is hereby retained for such other orders and decrees as may be requisite and proper in the premises.

ORDERED, ADJUDGED AND DECREED this the 14th day of April, 1960.



JUDGE.

FILED
APR 14 1960
ALICE J. DUCK, CLERK
REGISTER

of said lease, will set a day for hearing the same, allowing time for exceptions if any therebe, and on said hearing will issue a decree granting her the following separate and several relief:

1. Ratifying and confirming said lease to said Sun Oil Company;

2. Fixing and determining the part of the proceeds from said lease, and the annual rental, that should come to your Petitioner, individually, for her dower interest in the lands of said minor.

3. Fixing a reasonable Solicitor's fee to be paid to her Solicitor in this cause, Telfair J. Mashburn, Esq., and authorizing and empowering her to pay said fee from that part of the proceeds from said lease belonging to said minor.

4. Authorizing and empowering her to pay to her self, as Guardian of said Minor, the part of said proceeds not used for the costs of this action, to be used for the benefit of said minor by your Petitioner.

And petitioner prays for such other, further, different or general relief as in equity and good conscience she may be entitled to receive in the premises.

Mabel Lucinda Standard

STATE OF ALABAMA, |
 |
COUNTY OF BALDWIN. |

Before me, T. J. Mashburn, Jr., a Notary Public in and for said County and State, personally appeared MABEL LUCINDA STANDARD, whose name is signed to the foregoing report and who is known to me, and who, being by me first duly sworn, deposes and says, on oath: That she is the Guardian of MABEL SUE STANDARD, A Minor, and that she has personal knowledge of the recitals of fact made in the foregoing report and that the same are true and correct.

Mabel Lucinda Standard

Sworn to and subscribed before me on this the 6th day of May, 1960.

T. J. Mashburn, Jr.
NOTARY PUBLIC, BALDWIN COUNTY, ALA.

A copy of the foregoing was handed to MARY THOMPSON WHITE, Esq., guardian ad litem for the minor child in this cause on this the 6th day of May, 1960.

FILED
MAY 6 1960

Telfair J. Mashburn
SOLICITOR FOR PETITIONER.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

IN EQUITY. NO. 4896

IN THE MATTER OF THE ESTATE
OF MABEL SUE STANDARD, A
Minor.

GUARDIAN'S REPORT OF PRIVATE
MINERAL LEASE.

FILED
MAY 6 1960
ALICE J. DUCK, Register

IN THE MATTER OF THE ESTATE OF
MABEL SUE STANDARD, A Minor.

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

DECREE

This cause coming on to be heard is submitted on the Report of MABEL LUCINDA STANDARD, as Guardian of the Estate of MABEL SUE STANDARD, A Minor, of the leasing, privately, of certain mineral lands belonging to said Minor's Estate, lying and being in Baldwin County, Alabama, and described as follows, viz:

That part of the Joshua Kennedy Grant, Section 47, Township 2 South, Range 2 East, which lies in and would be the South half of the North half of Regular Government Section 10, Township 2 South, Range 2 East; and all that portion of said grant which would be that part of the North half of the Southwest quarter and the Northwest quarter of the Southeast quarter of Regular Government Section 10, Township 2 South, Range 2 East, lying West of the public road leading from Carpenter Station to Stockton, in Baldwin County, Alabama, as now located, containing 240 acres, more or less; and also all that part of the Robert Wolfington Grant, Section 4, Township 2 South, Range 2 East, South of Seaberry Creek which lies in and would be the North half of the North half of Regular Government Section 10, Township 2 South, Range 2 East, and that part of Regular Government Section 3 South of Seaberry Creek in Regular Government Section 3, Township 2 South, Range 2 East, containing in all 334 acres, more or less; said total acreage of said two tracts being 574 acres, more or less, in Baldwin County, Alabama, except a certain lot of land beginning at the Southeast Corner of the Southeast quarter of the Northwest quarter, Section 10, Township 2 South, Range 2 East, running thence North 33 feet to a post, thence East 267 feet to a post, thence North 102 feet to a post, thence East 374 feet to a post; thence South 213 feet, thence West 374 feet, thence North 78 feet, thence West 267 feet to the point of beginning, containing 2 acres, more or less;

under and by virtue of a decree issued out of this Court on the 14th day of April, 1960, to the Sun Oil Company, a New Jersey Corporation, with Office at Dallas, Texas, for a term of ten years, for the sum of EIGHT HUNDRED SIXTY-ONE AND NO/100ths (\$861.00) DOLLARS for the first year, and an annual rental of TWO HUNDRED EIGHTY-SEVEN AND NO/100ths (\$287.00) DOLLARS for each year that the lease is kept in force after the first year; praying for confirmation of said lease; asking that this Court fix and determine the part of the proceeds that should go to the said MABEL LUCINDA STANDARD for her dower interest in the lands of said minor; asking that the minor's share of the proceeds of said lease be paid to the said MABEL LUCINDA STANDARD, as Guardian as aforesaid, to be used for the benefit of said minor, MABEL SUE STANDARD;

and asking the Court fix a reasonable fee to be paid to Telfair J. Mashburn, Esq., for his services as Solicitor for the said Guardian in this cause; all of which being considered and understood by the Court, it is, therefore, ORDERED, ADJUDGED AND DECREED by the Court as follows:

1. That this cause be and it is hereby set down for hearing in chambers on the 17 day of May, 1960, at 10 o'clock, AM, M, for the following separate and several purposes:

A. For the hearing of exceptions to the Report, if any there be.

B. For the fixing a reasonable allowance to the said MABEL LUCINDA STANDARD for her dower interest in said property of said minor.

C. For taking testimony as to the reasonable fee to be allowed Telfair J. Mashburn, Esq., for his services as Solicitor for the Petitioner in this cause.

D. For such other and further actions and proceedings as may be necessary and proper in the premises.

DONE AND ORDERED this the 6th day of May, 1960.

Telfair J. Mashburn
CIRCUIT JUDGE.

IN THE MATTER OF THE ESTATE OF
MABEL SUE STANDARD, A Minor.

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

DECREE

This cause coming on for further hearing, is submitted on the Guardian's Report and Application for Confirmation of Lease, filed May 6th, 1960, Decree setting day for hearing Guardian's Report and Application for Confirmation of Lease, and the Testimony of MABEL LUCINDA STANDARD AND J. CONNOR OWENS, JR., Esq., taken in open court, and the same being considered by the Court, it appears to the Court as follows:

That, pursuant to a decree of this Court dated April 14, 1960, MABEL LUCINDA STANDARD, as Guardian of the Estate of MABEL SUE STANDARD, a Minor, did enter privately into an oil, gas and mineral lease with the Sun Oil Company, a Corporation, leasing the mineral rights of said minor in and to the following described lands in Baldwin County, Alabama, viz:

An undivided one-half ($\frac{1}{2}$) interest in and to the oil, gas and minerals in, on and under the following described lands, in Baldwin County, Alabama, viz:

That part of the Joshua Kennedy Grant, Section 47, Township 2 South, Range 2 East, which lies in and would be the South half of the North half of Regular Government Section 10, Township 2 South, Range 2 East; and all that portion of said Grant which would be that part of the North half of the Southwest quarter and the Northwest quarter of the Southeast quarter of regular Government Section 10, Township 2 South, Range 2 East, lying West of the public road leading from Carpenter Station to Stockton, in Baldwin County, Alabama, as now located, containing 240 acres, more or less; and also all that part of the Robert Wolfington Grant, Section 4, Township 2 South, Range 2 East, South of Seaberry Creek which lies in and would be the North half of the North half of Regular Government Section 10, Township 2 South, Range 2 East, and that part of Regular Government Section 3 South of Seaberry Creek in Regular Government Section 3, Township 2 South, Range 2 East, containing in all 334 acres, more or less; said total acreage of said two tracts being 574 acres, more or less, in Baldwin County, Alabama, EXCEPT a certain lot of land beginning at Southeast Corner of the Southeast quarter of the Northwest quarter, Section 10, Township 2 South, Range 2 East, running thence North 33 feet to a post, thence East 267 feet to a post, thence North 102 feet to a post, thence East 374 feet to a post; thence South 213 feet, thence West 374 feet, thence North 78 feet, thence West 267 feet to the point of beginning, containing 2 acres;

that said lease was made to said Sun Oil Company at and for the sum

and court costs were incurred for the benefit of said minor, MABEL

this proceeding, including Solicitor's fee, guardian ad litem's fee,

It further appearing to the court that the costs incurred in

red in this proceeding amount to \$ 48.55;

It further appearing to the court that the court costs incur-

for her services in this cause in the amount of \$ 35.00;

ted in this Estate and that a reasonable fee should be allowed her

has acted as guardian ad litem for MABEL SUE STANDARBY minor, interes-

It further appearing to the court that MARY THOMPSON WHITE, Esq.,

in the sum of \$ 100.00;

reasonable fee should be allowed him for his services in this cause

the other necessary legal orders, notices and decrees, and that a

J. Washburn, Esq., to file the petitions in this cause and to prepare

SUE STANDARD, a minor, to employ the services of a Solicitor, Telfair

the said MABEL LUCINDA STANDARD, as Guardian of the Estate of MABEL

It further appearing to the court that it was necessary for

of the proceeds of said lease, or \$ 287.00;

dower in the proceeds of this lease in the amount of one-third (1/3)

as the widow of JOHN W. STANDARD, Deceased, is entitled to a widow's

It further appearing to the court that MABEL LUCINDA STANDARD,

filed and approved;

Estate and those interested therein that said private lease be con-

taken on this hearing that it would be to the best interest of this

be confirmed, and that it appears to this court from the testimony

and that no cause was shown as to why said private lease should not

ceptions were filed to said report within ten (10) days thereafter,

for the said minor, MABEL SUE STANDARD; that no objections or ex-

of which was given to MARY THOMPSON WHITE, Esq., as guardian ad litem

reported said lease to this court on the 6th day of May, 1960, notice

reasonable and said lease should be confirmed; that said guardian

produced from said lands; that the terms of said lease are fair and

minor is to receive a royalty of 1/8th of all oil, gas and minerals

that said lease is for a primary term of ten (10) years; that said

for each year that said lease is kept in force after the first year;

rental of TWO HUNDRED EIGHTY-SEVEN AND NO/100ths (\$287.00) DOLLARS

first year, which sum has been paid to said guardian, and an annual

of EIGHT HUNDRED SIXTY-ONE AND NO/100ths (\$861.00) DOLLARS for the

SUE STANDARD, and, therefore, should be paid from said minor's share of said proceeds;

It further appearing to the Court that, after deduction of the widow's dower interest in the proceeds of this lease and the payment of the costs hereinabove set forth, there will remain for said minor less than \$500.00, and that it would be to the best interest of said minor for the said MABEL LUCINDA STANDARD, as Guardian of said Minor, to take said amount to use for the benefit of said minor and for said minor's support and maintenance, without further order of this Court and without further report to this Court;

And it further appearing to the Court that MABEL LUCINDA STANDARD will be entitled to her widow's dower interest of one-third (1/3) in the annual rental payments to be made under this lease in the future, and that the yearly annual amount to go to said minor will be less than \$500.00, and that it would be to the best interest of said minor that said MABEL LUCINDA STANDARD, as guardian of the Estate of MABEL SUE STANDARD, be authorized and empowered to use the proceeds from said annual rental for the benefit of said minor without further order of this Court;

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the private mineral lease from MABEL LUCINDA STANDARD, individually, and as Guardian of the Estate of MABEL SUE STANDARD, A Minor, to SUN OIL COMPANY, a New Jersey Corporation, with Office in Dallas, Texas, dated April 21, 1960, under the terms and conditions hereinabove set forth, be and the same is hereby ratified and confirmed.

It is further ORDERED, ADJUDGED AND DECREED by the Court that MABEL LUCINDA STANDARD, for her widow's dower interest in said lands, take and keep for her own use the sum of \$287.00, from said proceeds.

It is further ORDERED, ADJUDGED AND DECREED by the Court that MABEL LUCINDA STANDARD, as Guardian of the Estate of MABEL SUE STANDARD, A Minor, from the minor's share of the proceeds of said lease, pay to Telfair J. Mashburn, Esq., Solicitor in this cause, for his services, the sum of \$ 100⁰⁰; to MARY THOMPSON WHITE, Esq., for her services as Guardian ad Litem, the sum of \$ 35⁰⁰; and to ALICE J. DUCK, Register, for court costs, the sum of \$ 48.55.

It is further ORDERED, ADJUDGED AND DECREED by the Court that

MABEL LUCINDA STANDARD, as Guardian of the Estate of MABEL SUE STANDARD, a Minor, be and she is hereby authorized and empowered to use the balance of said proceeds, as well as future payments of annual rental under this private lease, for the maintenance, support and benefit of said minor without further order from this Court.

ORDERED, ADJUDGED AND DECREED this the 20 day of May, 1960.

FILED

MAY 20 1960

ALICE J. DUCK, CLERK
REGISTER

Hubert M. Steer

JUDGE.

shall be apportionable as between the several leasehold owners ratably according to the surface area of each and details in rental payment by one shall not affect the rights of other leasehold owners hereunder. Drilling, reworking, production or payments in lieu of production on any portion of the lands covered by this lease or on land pooled with such land, or any part thereof, shall inure to the benefit of the owners of this lease and of any and all portions thereof.

9. Lessor hereby warrants and agrees to defend the title to said land (to the extent of the interest purported to be covered by this lease) and agrees that Lessor, at Lessor's option, may purchase or discharge in whole or in part any tax, mortgage or other lien upon said land and thereupon be subjected to the rights of the holder thereof and may apply rents and royalties payable hereunder toward satisfying same or toward reimbursing Lessee, and Lessor further agrees that the interest of Lessor is and at all times shall be and remain primarily liable hereunder toward satisfying Lessee, and that in any proceeding for the enforcement or collection thereof the interest of Lessor shall be first subjected to the payment thereof. For the purpose of determining the amount of any money payment hereunder, notwithstanding any other provision in this lease, Lessee may deduct or withhold the amount of or any production, severance, withholding and other tax or taxes applicable thereto, in which event such money payment made or tendered shall nevertheless be treated for purposes of this lease as having included any amount so deducted or withheld. In case of dispute or litigation as to the ownership of or title to the rentals, royalties or other payments hereunder or Lessor's or Lessee's title, Lessee may withhold payment of rentals, royalties and other payments hereunder without interest until final adjudication or other settlement of such dispute or litigation and until sixty (60) days after Lessee shall have received evidence satisfactory to Lessee of the settlement or adjudication. Without any impairment of Lessor's rights under Lessor's warranty of title, it is agreed that if Lessor owns an interest in the land less than the entire fee simple estate and royalty rights relating thereto, the rentals, royalties and other payments to be paid or tendered hereunder shall be reduced proportionately and all outstanding royalties shall be deducted from those herein provided. The rentals, royalties and other payments hereunder provided for have been determined with respect to the entire fee or mineral estate and the fact that this lease might purport to cover a less interest shall not defeat the right of Lessee to reduce royalties or future rentals as above provided.

10. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease or cause a termination or reversion of the estate hereby created, nor be grounds for cancellation hereof in whole or in part save as herein expressly provided. In the event that Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the fact relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty (60) days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument. Neither notice nor attempted compliance shall be evidence that a breach has occurred. The service of said notice shall be precedent to the bringing of any action by Lessor on this lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on Lessee. In case of cancellation or termination of this lease for any cause, Lessee shall have the right to remain under the terms hereof around each oil or gas well producing governmental regulatory body applicable to such well or wells, but in no event less than twenty (20) acres. Notwithstanding any partial cancellation or release of acreage covered hereby, Lessee may retain such existing roadways, pipe lines and other easements upon such cancelled or released lands as are necessary or convenient for Lessee's operations on lands retained hereunder or on lands pooled with such land, or any part thereof.

11. When drilling, production or other operations on said land or land pooled with such land, or any part thereof, are prevented, delayed or interrupted by lack of water, labor or materials, or by fire, storm, flood, war, rebellion, insurrection, sabotage, riot, strike, difference with workers, or failure of carriers to transport or furnish facilities for transportation, or as a result of some law, order, rule, regulation or necessity of governmental authority, shall not be counted against Lessee and this lease shall be extended and continued in full force and effect during such time; nor shall Lessee be liable for damages for failure to comply with express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted, anything in this lease to the contrary notwithstanding.

12. This lease shall bind as Lessors all who execute it, whether or not named above as Lessor, and regardless of whether it is executed by all parties named above.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

Witnesses:
J. J. Marshall
J. J. Marshall
As Gen. of the Estate of Mabel Sue
Standard, a Minor.

STATE OF ALABAMA,
COUNTY OF BALDWIN,
I, J. J. Marshall, Attorney General of the State of Alabama, do hereby certify that on this 12th day of April, 1960, A. D. 1960, I executed the foregoing conveyance and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

STATE OF ALABAMA,
COUNTY OF BALDWIN,
I, J. J. Marshall, Attorney General of the State of Alabama, do hereby certify that on this 12th day of April, 1960, A. D. 1960, I executed the foregoing conveyance and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand this _____ day of _____, A. D. 19____.

within named _____ from the husband touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord, and without fear, constraints or threats on the part of the husband.

do hereby certify that on the _____ day of _____, 19____, came before me the within named _____ known to me to be the wife of the _____

Lease No. _____
Oil, Gas and Mineral Lease (ALABAMA)
TO
Sun Oil Company
102
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.
Judge, Probate Court, _____ County, Alabama
Record and Return to
J. C. STEWART
SUN OIL COMPANY
P. O. Box No. 2880
Dallas, Texas

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this **21st** day of **April**

, 19 **60**, between

MABEL LUCINDA STANDARD, Individually, and as Guardian of the Estate of MABEL SUE STANDARD, a Minor,

Lessor (whether one or more), and **SUN OIL COMPANY, a New Jersey corporation, with an office at Dallas, Texas, Lessee,**

WITNESSETH:

1. Lessor in consideration of **EIGHT HUNDRED SIXTY ONE AND No/100ths** Dollars (\$ **861.00**) in hand paid, of the royalties herein provided, and of the agreements of Lessee herein contained, hereby grants, leases and lets exclusively to Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for, producing and owning oil, gas and all other minerals, constructing and maintaining pipe lines, roads, tanks, power stations, canals, telephone lines, houses for its employees, and other structures and facilities thereon to produce, save, take care of, treat, dispose of, store, manufacture, transport, and own said products and salt water, the following described land in **Baldwin** County, Alabama, to-wit:

An undivided one-half (1/2) interest in and to the Oil, Gas and Minerals in, on and under the lands described on a separate sheet of paper, which is attached hereto, and, by reference, made a part hereof as though fully set out herein:

and, in addition, any and all land and rights and interest in land owned or claimed by Lessor and adjacent or contiguous to the land above described.

For the purpose of determining the amount of any money payment hereunder, including the down cash payment, said premises shall be treated as comprising **28 3/4 mineral** acres, whether there be more or less.

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 hereunder or land with which it or any part of it may be pooled.

3. Royalties to be paid by Lessee are: (a) on oil, and on condensate saved at the well, one-eighth of that produced and saved from said land, the same to be delivered at the well or to the credit of Lessor in the pipe line to which the wells may be connected; Lessee may from time to time purchase any such royalty oil or condensate in its possession, paying the market price therefor prevailing for the field where produced for oil or condensate of like kind and gravity on the date of purchase; (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; if at any time or times, either during or after the primary term, there is a well or wells capable of producing gas only or gas and liquefiable hydrocarbons on said land or on land with which it or any part of it may be pooled, but such substance or substances are not sold or used off the premises in paying quantities, and if this lease is not otherwise being maintained in force, it shall nevertheless be considered that such substance or substances are being produced and marketed in paying quantities during all such time or times; within sixty (60) days after the expiration of each year during which both such aforementioned conditions exist, Lessee shall pay as royalty to the parties who would be entitled at the end of such year to royalty on actual production of such substances a sum equal to the amount, if any, by which the rental provided herein as to the acreage then covered by this lease (whether during or after the primary term) exceeds the total royalties paid and payable hereunder on the actual production of oil, gas and other minerals during such year; any such payment may be made in the manner provided herein for the payment or tender of rentals, including all terms with respect to the deposit of same in the designated depository bank; where any such payment is made with respect to two or more wells, the amount of such payment shall for all purposes be allocated to and deemed attributable to such wells separately in equal proportions; the term "year" as used in this paragraph shall mean the twelve (12) months period commencing with this date and each successive twelve (12) months period thereafter, whether during or after the primary term; (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 the royalty shall be One Dollar (\$1.00) per long ton. Lessee shall have free use of oil, gas and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil and gas shall be computed after deducting any so used.

4. Lessee is hereby granted the right, power and option at any time or times to pool and combine the land covered by this lease or any portion thereof with any other land, lease or leases in the vicinity thereof when in the Lessee's judgement it is necessary or advisable to do so. Such pooling may include all oil, gas and other minerals or may be limited to one or more such substances and may extend to all such production or may be limited to one or more zones or formations. Any such pooling shall be into a unit or units not exceeding by more than ten percent (10%) forty (40) acres each for the exploration, development and production of oil, and not exceeding by more than ten percent (10%) six hundred forty (640) acres each for the exploration, development and production of gas, including condensate; provided, however, that if any governmental authority prescribes or permits a larger unit as a spacing pattern for the orderly development of the field, or for any other purpose, or shall allocate a producing allowable based in whole or in part on acreage per well, any unit may be formed or reformed to embrace acreage up to the maximum content so prescribed, permitted or allocated. The effective date and term of each such pooling shall be as set forth by Lessee in an instrument filed for record in the county or counties in which the pooled land is situated, which instrument shall describe the acreage, zones, formations and substances pooled. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced, and within the meaning of paragraph 5 hereof any such well or operations shall be considered as having been commenced subsequent to the effective date of such pooling. Production, drilling or reworking operations anywhere on any such unit shall be treated as production, drilling or reworking operations on land covered by this lease. There shall be allocated to this lease the portion of the pooled production from any such unit (whether or not from land covered by this lease) that the number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit; royalties shall be paid hereunder only upon that portion of such production so allocated, and as to pooled production from land in such unit such royalties shall be in lieu of any other royalties. Reduction in the size of or in reduction no retroactive apportionment of royalties shall be required; nor shall royalties be payable thereafter on production from a tract (or on production attributable to an interest therein) title to which has thus been lost.

5. If operations for drilling are not commenced on said land or on acreage pooled with such land, or any part thereof, on or before one year from this date this 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 its

rentals) the sum of **TWO HUNDRED EIGHTY SEVEN AND NO/100ths** Dollars (\$ **287.00**), (herein called rentals, which shall accrue from the date of drilling 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 to Lessor at **Bay Minette, Alabama**, or delivered to Lessor, or mailed or delivered to said bank on or before such date of payment. If such bank (or any

successor or trustee) 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. If such bank charges or deducts a fee for acting as depository or any other reason, such charge shall be borne by Lessor and shall not affect the validity of the lease. The down cash payment is consideration for this lease according to its terms and shall not be allocated as more rental for a period. Lessee may at any time or times execute and deliver to Lessor or to the designated depository bank, or place of record, a release or releases covering any portion or portions of the land covered hereby (or any one or more zones, formations or substances thereunder) and thereby surrender this lease as to such portion or portions and be relieved of all obligations in connection therewith, and thereafter the rentals, if any, payable hereunder shall be reduced in the proportion that the surface acreage covered hereby is reduced by said release or releases.

6. If at any time or times during the primary term Lessee abandons a well as a dry hole on said land or land pooled with such land, or any part thereof, or if production, having once been obtained therefrom, should cease from any cause, and if in either case this lease is not otherwise maintained, this lease shall nevertheless remain in force if production or operations for drilling or reworking on said land or land pooled with such land, or any part thereof, are commenced or resumed, or payment or tender of rentals is commenced or resumed, on or before the rental paying date next ensuing after the expiration of ninety (90) days from the date of abandonment of the well as a dry hole or cessation of production; provided, that no rentals or operations shall be necessary to maintain this lease for the remainder of the primary term if such abandonment of a well as a dry hole or cessation of production occurs within ninety (90) days prior to or during the last year of the primary term. If such abandonment of a well as a dry hole or cessation of production occurs within ninety (90) days prior to or at any time after the expiration of the primary term and this lease is not otherwise maintained, this lease shall nevertheless remain in force if production or operations for drilling or reworking are commenced or resumed on said land or land pooled with such land, or any part thereof, within ninety (90) days after such abandonment or cessation of production. Upon the expiration of the primary term or at any time or times thereafter when this lease is not otherwise maintained, this lease shall remain in force so long as any operations for drilling or reworking are prosecuted on said land or land pooled with such land, or any part thereof, with no cessation of more than ninety (90) consecutive days, and, if they result in production of oil, gas or other mineral, so long as oil, gas or other mineral is produced.

7. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land not more than 330 feet from and draining the leased premises, Lessee agrees to drill such offset well or wells as a reasonably prudent operator would drill under the same or similar circumstances. When required by Lessor, Lessee will bury pipe lines below ordinary plow depth and pay damage caused by Lessee's operations to growing crops. Lessee shall have the right at any time during the term of this lease or within one year after the termination of this lease to remove all properties and fixtures placed by Lessee on said land, including the right to draw and remove all casing whether from producing or non-producing wells. No well shall be drilled within two hundred (200) feet of the principal residence now on said land without Lessor's consent.

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 the ownership of the land or rentals or royalties or other payment hereunder or the right to receive same, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No change or division in the ownership or right to receive rentals, royalties or other payment hereunder shall be binding upon Lessee for any purpose until sixty (60) days after Lessee shall have been furnished at Lessee's office at Dallas, Texas, with duly recorded instrument or instruments or certified copies thereof or other legally authenticated written evidence of such change of ownership satisfactory to Lessee. In the event of the death of any person entitled to payments hereunder, Lessee may pay or tender such payments to the depository bank to the credit of the deceased or the estate of the deceased until such time as Lessee is furnished evidence satisfactory to Lessee of the appointment and qualification of an executor or administrator of the estate, if there be one, and evidence satisfactory to Lessee as to the heirs or devisees of the deceased. If at any time two or more persons are entitled to participate in payments hereunder, Lessee may pay or tender such payments jointly to such persons or to their joint credit in the depository designated herein; or, at Lessee's election, Lessee may pay or tender such payments to the depository bank to the credit of the designated depository bank, the proportionate part or parts to which any participant or participants may be entitled may be paid or tendered to such participant or participants separately or to their separate credit in said depository; and payment or tender to any participant of his portion, jointly or separately, shall maintain this lease as to such participant. In the event of assignment or sublease hereof in whole or in part, liability for breach of any express or implied obligation hereunder shall rest exclusively upon the owner or sublessee who commits such breach. In the event of an assignment of this lease as to a segregated portion of the land, the rentals payable hereunder

MABEL SUE STANDARD, MINOR, 0 IN THE PROBATE COURT OF
ESTATE OF. 0 BALDWIN COUNTY, ALABAMA.

PETITION FOR LETTERS OF GUARDIANSHIP.

TO THE HONORABLE W. R. STUART, JUDGE OF THE PROBATE COURT, BALDWIN COUNTY, ALABAMA:

The undersigned LUCINDA STANDARD, your Petitioner, respectfully represents unto your Honor that MABEL SUE STANDARD is a minor, aged nine years on the 2nd day of October, 1953; that the said minor has no father living, or other legal guardian residing in this State; that said minor is a resident of Baldwin County, Alabama, and has an estate in her own right situated in the State of Alabama, which estate is estimated to be worth about Five Thousand (\$5,000.00) Dollars; that your Petitioner is the Mother of said minor, over the age of twenty-one years, of sound mind, and a resident of this County and State; and now prays your Honor that she may be appointed guardian of the estate of the said minor, MABEL SUE STANDARD, upon her entering into bond in such sum as is by law required; and with security or securities to be approved by your Honor.

Lucinda Standard
PETITIONER.

STATE OF ALABAMA, 0
 0
COUNTY OF BALDWIN. 0

LUCINDA STANDARD, being duly sworn, deposes and says that the facts averred in the above petition are true, according to the best of her knowledge and belief.

Lucinda Standard

Subscribed and sworn to before me this 1st day of July, 1954.

J. A. Madbury, Jr.
Notary Public, Baldwin County, Alabama.

STATE OF ALABAMA, BALDWIN COUNTY
Filed July 1, 1954
Recorded Prox Min book 4 page 104
W. R. Stuart
Judge of Probate 165

IN THE PROBATE COURT OF
BALDWIN COUNTY, ALABAMA.

IN THE MATTER OF THE ESTATE
OF MABEL SUE STANDARD,
A MINOR.

PETITION FOR GRANTING LETTERS
OF GUARDIANSHIP.

IN THE MATTER OF THE ESTATE OF MABEL SUE STANDARD, A MINOR. IN THE PROBATE COURT OF BALDWIN COUNTY, ALABAMA.

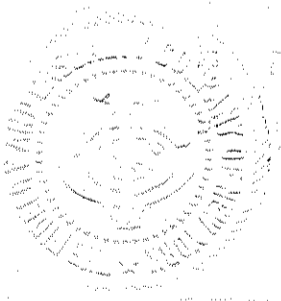
GUARDIAN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That we LUCINDA STANDARD and The Fidelity + Casualty Co. of New York, of the County and State aforesaid, are held and firmly bound unto W. R. STUART, Judge of the Court of Probate for said County, and his successors in office, in the penal sum of Ten Thousand (\$10,000.00) Dollars, for which payment, well and truly to be made and done, we bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents. And we waive in favor of this bond all right to claim any exemption of personal property allowed by the laws of the State of Alabama.

Sealed with our seals and dates this 1st day of July, 1954.

The condition of the above obligation is such, that whereas the above bound LUCINDA STANDARD has been appointed Guardian of the estate of MABEL SUE STANDARD, a minor.

Now, if said LUCINDA STANDARD shall well and truly perform all duties which are or may be by law required of her as such Guardian, then the above obligation to be void; other wise to remain in full force.



Lucinda Standard (SEAL)

The Fidelity + Casualty Co. of New York (SEAL)

By: William Lindsey (SEAL) atty. in fact

Taken, approved and ordered to be recorded this 1st day of July, 1954.

W. R. Stuart PROBATE JUDGE.

STATE OF ALABAMA, BALDWIN COUNTY Filed July 1, 1954 Recorded Prob. & Min. book 4 page 105 W. R. Stuart Judge of Probate

IN THE MATTER OF THE ESTATE OF
MABEL SUE STANDARD, A MINOR.

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IN THE PROBATE COURT OF
BALDWIN COUNTY, ALABAMA.

DECREE GRANTING LETTERS OF GUARDIANSHIP.

This day came LUCINDA STANDARD and filed her application in writing and under oath in this Court stating the MABEL SUE STANDARD who is a minor under 14 years of age, is a resident in this State without a guardian, and has an estate in this State estimated to be worth about Five Thousand (\$5,000.00) Dollars, and that petitioner is a resident of this State; and praying that she may be appointed guardian of said minor; and said LUCINDA STANDARD having also filed her bond as such guardian, in the sum of Ten Thousand (\$10,000.00) Dollars, with The Fidelity & Casualty, Co of New York as surety therein, conditioned and approved as required by law: It is ordered and decreed by the Court that letters of guardianship over the person, and estate of said minor, be granted and issued forthwith to said LUCINDA STANDARD. It is further ordered that said petition be recorded.

It is further ordered, that said LUCINDA STANDARD as such guardian, proceed immediately to collect and take into her possession all of the estate, real and personal, of said ward, and to make and return to this Court, within three months a full and complete inventory of the same.



Judge of Probate.

STATE OF ALABAMA, BALDWIN COUNTY
Recorded Pro. & Min. book 4 page 106
W. R. Stuart

Judge of Probate HS

LETTERS OF GUARDIANSHIP.

1403-3

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THE STATE OF ALABAMA

Baldwin County

PROBATE COURT.

LETTERS OF GUARDIANSHIP OVER THE ESTATE OF

Mabel Sue Standard, a minor, under the age of fourteen years,
 _____, a minor, _____ the age of fourteen years,
 _____, a minor, _____ the age of fourteen years,
 _____, a minor, _____ the age of fourteen years,
 _____, a minor, _____ the age of fourteen years,

STATE OF ALABAMA, BALDWIN COUNTY

Recorded Pro. & Min book 4 page 107

W. R. Stuart
Judge of Probate HO

are hereby granted to Lucinda Standard, who has duly qualified and given bond as required by law, and is authorized to discharge all the functions attached to said guardianship.

Dated this 1st day of July, A.D. 19 54.

Code 1940—Tit. 21, Sec.1.

W. R. Stuart, Judge of Probate.

IN THE MATTER OF THE ESTATE OF
MABEL SUE STANDARD, A MINOR.

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

DECREE

The sworn petition of LUCINDA STANDARD, as Guardian of the estate of MABEL SUE STANDARD, a minor, praying for the removal of the administration of said estate from the Probate Court of Baldwin County, Alabama, into the Circuit Court of Baldwin County, Alabama, in Equity, having been filed, now coming on to be heard, and the court finding that all the allegations of said petition are true, that it is in due form, and that the prayer of said petition should be granted, it is, therefore,

ORDERED, ADJUDGED AND DECREED BY THE COURT

1. That the prayer of the petition of the said LUCINDA STANDARD as guardian of the estate of MABEL SUE STANDARD, a minor, be and the same is hereby granted and the Guardianship of the estate of MABEL SUE STANDARD, a minor, be and it is hereby removed from the Probate Court of Baldwin County, Alabama, and transferred to the Circuit Court of Baldwin County, Alabama, in Equity, here to be proceeded with according to law and the rules and practices of this court.

2. That the Judge of Probate forthwith transmit to this court the file and all papers in connection with the Guardianship of said estate.

Done this 1st day of July, 1954.

Hubert M. Hall
CIRCUIT JUDGE.

IN THE MATTER OF THE ESTATE OF
MABEL SUE STANDARD, A Minor.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

IN EQUITY. NO. _____

NOTE OF SUBMISSION

This cause is submitted on behalf of the Petitioner, MABEL LUCINDA STANDARD, as guardian of the Estate of Mabel Sue Standard, a Minor, upon the following:

1. Guardian's Report and Application for Confirmation of Lease, filed May 6, 1960.
2. Decree setting day for hearing Guardian's Report and Application for Confirmation of Lease.
3. Testimony of MABEL LUCINDA STANDARD and J. CONNOR OWENS, JR., taken in open Court on May 17, 1960.

Respectfully submitted,

Alice J. Luck
Register of the Circuit Court of
Baldwin County, Alabama, in Equity.

Telfair J. Mashburn
TELFAIR J. MASHBURN
Solicitor for Petitioner

