### MID-CONTINENT ENERGY EXCHANGE

Oil & Gas Asset Auctions



# BidEx Lot 55 Data Packet Jones 1-1H Producing Royalties

Royalty Interest in Hughes County, OK

### In this Document:

Lot Summary
Income and Expenses
Production
Maps

Misc.



### **BIDex Lot #55**

Lease Name: Jones 1-1H Producing Royalties

County/State: Hughes, OK

**Asset Type:** Royalty Interest

**Legal Description:** Sec 1-5N-10E

Details: 6 NMA HBP @ 3/16th

Net Monthly Income: \$61.00

**Operator:** XTO Energy, Inc.

Disclaimer: Bidders must conduct their own due diligence prior to bidding at the auction. Bidders shall rely upon their own evaluations of the properties and not upon any representation either oral or written provided here. This is a summary of information provided by the seller to Mid-Continent Energy Exchange.

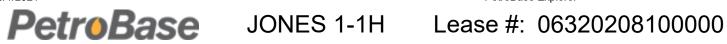


### Summary'

Net Income: \$61/month (interest)

Well has been producing 258 MCFD Well made 3,053,345 MCF CUMM





**MCFPM** 

8085

#### Lease and Production Information

State	County	1	Operator			
OK	Hughes	3	XTO ENERGY INC			
Location	Meridan	Quarter Call	Formation	Horizontal	<b>Production Months</b>	
1-05N-10E	Indian	AL	WOODFORD	Yes	143	
			Oil	Gas		
First Prod Date				2009-07-01		
Last Sale				2021-05-01		
Daily Rate			0	257.6		
MoM Change			0	253		
YoY Change			0	-14268		
Cumulative			0	2712641		

### **Production Snapshot**

Month

**Average** 

	- · · · · ·	
06-2020		9012
07-2020		9126
08-2020		9166
09-2020		8818
10-2020		9081
11-2020		8450
12-2020		8775
01-2021		2832
02-2021		7170
03-2021		8865
04-2021		7734
05-2021		7987

**BOPM** 

### **Annual Averages**

Year	Avg BOPM	Avg MCFPM	
2017		10888	
2018		9656	
2019		9498	
2020		8954	
2021		6918	

PetroBase Explorer



9/1/2021

### JONES 1-1H - Production Plot



PetroBase Explorer



## **Total Well Count: 1**

Well Name		API	Oį	perator		Type	Status
JONES 1-1H		35-063-24258	XT	O ENERGY INC		Gas	Active
Location	Spot		Foot-NS	Foot-EW	Foot-ref	Zone	
12-05N-10E	SW NV	W NE NE	2300	1380	SW	WOOD	FORD
Spud		Com	pletion	First	Production		
2009-04-14		2009	-07-21	2009-	-07-23		
Elevation	MD	TV-TD	Cmpl-Top	Cmpl-Btm	PBTD	Drill-Dir	Lateral
	11230	6003				2	5441

### Well Test

Date	BOPD	MCFPD	BWPD
2009-08-08	0	5015	1340



Lease Map	(1)	1 /		Mar.	•	•		20			•	Jane !					ONES 1-1H		
Legend Oil	10-6N-9E	cm116N-9E	12-6N-9E	7-6N-10E	8-6N-10E	9-6N-10E	Jo 10/6N-10E	11-6N-10ES	Producii ec 1-5N-1 IA HBP @		8-6N-11E	9-6N-11E	10.6%	11-6N-11E	12-6N-11E	Operator: Rate (Mcf	06320208100 XTO ENERG fpd): 276.2 : 2720926	Y INC OII (Bo	pd): <b>0</b>
Gas Gas	15-6N-95	146N-9E	13-6N-9E	18-6N-10E	17-6N-10E	16-6N-10E	15-6N-10E	14-6N-10E	13-6N-10E	18-6N-17E	17-6N-11E	16-6N-11E	15-6N-11E	14-6N-11E	13-6N-11E	18-6N-125	17-6N-12E	16-6N-12E	15-6N
20-6N-9E 21-6N-9E	22-6N-9E	23-6N-9E	8-6N-9E	19-6N-10E	20-6N-10E	21-6N-10E	22:6N-10E	23-6N-10E	24-6N-10E	(19-6N-11E	20-6N-11E	21-6N-11E	22-6N-11E	23-6N-11E	24-6N-11E	19-6N-12E	20-6N-12E	21-6/1-12E	22-6
19-6N-9E <b>Q</b> -6N-9E	27-6N-9E	26-6N-9E	25-6N-9E	30-6N-10E	29-6N-10E 1	Calv 28-6N-10E	677	26-6N-10E	25-6N-10E	30-6N-11E	29-6N-11E	28-6N-11E	27-6N-11E	26-6N-11E	25-6N-11E	30-6N-12E	29-6N-12E	28-6N-12E	27-6N
32-6N-9E 33-6N-9E	34-6N-9E	35-6N-9€	36-6N-9E	31-6N-10E	32-6N-10E	250.10	34-6N-10E	35-6N-10E	36-6N-10E	31-6N-11E	32-6N-11E	33- <b>1</b> 11E	344 <b>6</b> 11E	35-6N-11E	36-6N-11E	31-6N-12E	32-6N-12E	33-6N-12	34-6N
5-5N-9E 4-5N-9E	3-5N-9E	2-5N-9E	1-5N-9E	6-5N-10E	5-5N-10E	4-5N-10E	3-5N-10E	2-5N-10E	1-5N-10E	6-5N-11E ①	5-5N-11E	4.500	3-5N-11E	2-5N-11E	1-5N-11E	6-5N-12E	5-5N-12E	4-5N-12E	3-5N-
SN-9E 9-SN-9E	10-5N-9E	11-53-6€	12-5N-9E	7-5N-10E		9-5N-10E	10-5N-10E	11-5N-10E	NES 1-1H 12-5N-10E	7-5N-11E	8-5N-11E	9-5N-11E	10-50-11E	11-5N-11E	12-5N-11E	7-5N-12E	8-5N-12E	N-12E	10-5N
7-5N-9E 16-5N-9E	15-5N-9E	1430€	124456	18-5N-10E	17-5N-10E	16-5N-10E	15-5N-10E	14-5N-10E	13-5N-10E	18-5N-11E	17-5N-11E	16-5N-11E	15-5N-11E	14-5N-11E	13-5N-11E Stuart	18 <b>0</b> NE	5N-12E	5N-12E	1
10-5N-9E P-5N-9E	92.0	23-5N-9E	24-5N-9E	19-5N-10E	20-5N-10E	21-5N-10E	22-5N-10E	23-5N-10E	24:5N-10E	19-5N-11E	20-5N-11E	275N-11E	22-5N-11E	23-5N-11E	24-5N-11E	19-5N-12E	20-5N-12	21-5N-12E	22.0
9-5N-9E 28-5N-9E	27-5N-9E	2€4-9€	25-5N-96	30-5N-10E	29-5N-10E	28-5N-10E	275N-10E	26-5N-10E	25-5N-10E	30-5N-11E	255MTIE	28-5N-11E	27.5N-14	26-5N-11E	25-5N-1 N	30-5N-12E	29-5N-12E	28-5N-12E	27-5N
2-5N-9E 33-5N-9E	34-5N-9E	35-5N-9E	36-5N-9E	31-5N-10E	32-5N-10E	33-5N-10E	34-5N-10E	35-5N-10E	36-5N-10E	31-5N-11E	32-5N-11	33-5N-11E	34-5N-11E	35-5N-11E	36-5N-11E	31-5N-12E	32-5N-12E	33-5N-1	34:59





# HELLER OIL INC OWNERSHIP REPORT

Section	<u>1</u>	i ownsnip	<u>U5 North</u>	Kange	10 East
County	Hug	hes	State	Okla	homa
			_		
SW/4 and S/2 NW	<u>/4</u>	240.0000	acres, mo	ore or less	
PROSPECT: TF	RIMM				
		_			

### Heller Oil, Inc.

Professional Land Services 517 Smoking Oaks Drive Ardmore, Oklahoma 73401 (580) 220-9279 Fax: (580) 226-5218 scott@helleroilinc.com PROSPECT: TRIMM HUGHES COUNTY, OK DATE: 08/10/2021 TRACT #: 01-01

## (CURSORY) OWNERSHIP REPORT

SW/4 and S/2 NW/4 of Section 1, Township 5 North, Range 10 East, Hughes County, Oklahoma, containing 240.00 acres, more or less.

OWNER	MINERAL OWNERS	INTEREST	NET ACRES	LEASEHOLD & EXPIRATION DATE
		As to the SW/4 only	v	
		As to the GW/4 on	<u>'</u>	
1	Mark Trimm	1/80	2.0000	Mark S. Deason Dated: 1/9/2006
				3 yr; 3/16th royalty
				Book 1051, page 160
		Lease also covers:	S/2 NW/4	HBP (See Note #1)
				Mark S. Deason
				Dated: 10/2/2006
				3 yr; 3/16th royalty
		1	C/O NINA//A	Book 1072, page 191
		Lease also covers:	S/2 NW/4	HBP (See Note #1)
2	Not check for this report	79/80	158.0000	Not check for this report
		As to the S/2 NW/	4 only	
1	Mark Trimm	3/40	6.0000	Mark S. Deason
				Dated: 1/9/2006
				3 yr; 3/16th royalty
		Lease also covers:	CM/A	Book 1051, page 160 HBP (See Note #1)
		Lease also covers.	300/4	HDF (See Note #1)
				Mark S. Deason
				Dated: 10/2/2006
				3 yr; 3/16th royalty
			CW//A	Book 1072, page 191
		Lease also covers:	3VV/4	HBP (See Note #1)
2	Not check for this report	37/40	74.0000	Not check for this report
TDACT	TOTAL		240,0000	
INACI	TOTAL:		240.0000	

#### **NOTES:**

- Held by production by the Jones 1-1H well, completed as a gas well on 07/21/2009 with a spacing unit comprised of ALL of S1-T5N-R10E as to the Woodford common source of supply.
- The information contained herein is based upon a cursory examination of those instruments of record with the Office of the County Clerk of Hughes County, Oklahoma, and is subject to the possible errors and/or omissions inherent to such an examination. It should be noted that constructive notice occurs upon the filing of an instrument with the Office of the County Clerk, regardless as to whether or not that instrument is properly indexed. There also exists the possibility of pending suits, judgments or liens that have not been indexed in the Office of the County Clerk. For marketable record title, certified abstracts should be submitted for examination by a qualified attorney.

00000011011-0014-10
Hughes Co, OK
Date: 08/10/2021
Last Inst:

Instrument					
Book/Page					
	Crantor	Crantos	Logal Deceription	Conveyence	Notes
Date	Grantor	Grantee	Legal Description	Conveyance	Notes
	ED Rahhal	Raymond Bell and Gracie Bell, h/w	SW 1-5n-10e (160 acres)	und 10 net acres	
356/466					
11/29/1963					
MD	ED Rahhal	Raymond Bell and Gracie Bell, h/w	S/2NW 1-5n-10e (80 acres)	und 30 net acres	
356/467					
11/29/1963					
	Raymond Bell and Gracie, h/w	Dulcie J. King	SW 1-5n-10e (160 acres)	und 5 net acres	
356/468	Thay mond bon and Gradiey ny w	Daniel of King	511 1 511 1 55 (1 55 doi:55)	and o not donot	
1/8/1964					
	Raymond Bell and Gracie, h/w	Dulcie J. King	S/2NW 1-5n-10e (80 acres)	und 15 net acres	
	Haymond Bell and Gracie, 11/W	Duicle 3. King	3/214W 1-311-106 (00 acres)	und 15 het acres	
356/469					
1/8/1964	5	L D 110 W 11/6 500/	OL:		
	Estate of Dulcie Josephine King, dec'd	Joe David Callicutt King 50%	Claims:		
	P-8569 Pittsburgh Co., OK	Elizabeth Leah King Newton 50%	und 5 acre MI in SW and		
6/30/1970	Estate claims 40 acres mineral SW/4		und 15 acre MI in S/2NW 1-5n-10e		
438/515	Elizabeth Leah King Newton and	Joe David King	S/2NW 1-5n-10e (80 acres)	und 15 net acres	
MD	C. B. Newton, Jr.				
7/20/1970	1				
	Elizabeth Leah King Newton and	Joe David King	SW 1-5n-10e (160 acres)	und 5 net acres	
	C. B. Newton, Jr.	oco zavia kiing	011 1 011 100 (100 00100)		
7/20/1970	C. B. Newton, St.				
	Estate of Joe David King, deceased	Elizabeth Newton King (50%)	Claims:		
	PB-2010-173, Pittsburgh Co., OK	Carol King (40%)	und 5 acre MI in SW and		
Decree		First Christian Church, McAlester, OK (10%)	und 15 acre MI in S/2NW 1-5n-10e		
4/18/2012					
1279/481	Estate of Carol S. King, deceased	The Carol S. King Revocable Trust u/a/d	Claims: und 40% of the following		Settlement agreement reached between the
Final Decree	PB-2012-139 Pittsburgh Co., OK	February 18, 2004	und 5 acre MI in SW and		beneficiaries of the Trust, Mark Trimm and Dennis
1/8/2014			und 15 acre MI in S/2NW 1-5n-10e		Trimm. Split minerals 50/50
					·
1279/493	Mark Trimm and Dennis Trimm, Co-Trustees	Mark Trimm 50%	und 40% of the following	ARTI	
Trustee's Deed	of the The Carol S. King Revocable Trust	Dennis Trimm 50%	und 5 acre MI in SW and		
1/10/2104	u/a/d February 18, 2004	Bolline Trimini Go /s	und 15 acre MI in S/2NW 1-5n-10e		
1/10/2104	u/a/u rebluary 18, 2004		und 15 acre wil in 3/2NW 1-511-10e		
1279/498	Dennis Trimm	Mark Trimm	und 40% of the following	ARTI	
	Definis Thinin	Walk Hillin	_	Anti	
Warranty MD			und 5 acre MI in SW and		
12/17/2013			und 15 acre MI in S/2NW 1-5n-10e		
			LAST OGLS		
OGL	Joe D King	Mark S. Deason	S/2 NW/4 and SW/4 (240 acres) 1-5n-10e	3 yr; 3/16 royalty	
1072/191					
10/2/2006					
OGL	Joe D King, sole heir of Delose J. King	Mark S. Deason	S/2 NW/4 and SW/4 (240 acres) 1-5n-10e	3 yr; 3/16 royalty	
1051/160	J		, , , , , , , , , , , , , , , , , , , ,	. , . , , ,	
01/09/2006					
i i					

00557

### IN THE DISTRICT COURT IN AND FOR PITTSBURG COUNTY STATE OF OKLAHOMA

IN THE MATTER OF THE ESTATE OF	``	
IN THE WATTER OF THE ESTATE OF	)	Case No. PB-2010-173
JOE DAVID KING, DECEASED	)	Case No. PB-2010-173
JOE DAVID KING, DECLASED	,	Y——YSPHTY

#### NOTICE OF DECREE

This Notice of Decree is made pursuant to Title 58 O.S. 2011, § 711.

- 1. Date Decree of Distribution Entered: April 18, 2012
- 2. Legal Description of Mineral Interests:

#### MINERAL INTERESTS, HUGHES COUNTY, OKLAHOMA

4.2549 net mineral acres lying under the SW¼ of Section 2, Township 4 North, Range 11 East of the Indian Base and Meridian, Hughes County, State of Oklahoma.

18.8230 net mineral acres lying under Lots 1, 2 and S½ NE¼ (aka NE¼) and NE¼ NE¼ SE¼ and N½ NE¼ NW¼ and SE¼ NE¼ NW¼ and NE¼ NW¼ NW¼ NW¼ and NE¼ SE¼ NW¼ and S½ S½ NW¼ and NW¼ SW¼ NW¼ of Section 3, Township 4 North, Range 11 East of the Indian Base and Meridian, Hughes County, State of Oklahoma.

7.9065 net mineral acres lying under the SW¼ less W½ SE¼ SE¼ SW¼ of Section 3, Township 4 North, Range 11 East of the Indian Base and Meridian, Hughes County, State of Oklahoma.

5.96 net mineral acres lying under the W½ NW¼ and W½ NE¼ NW¼ and NW¼ SE¼ NW¼ and N½ NW¼ SW¼ and SW¼ NW¼ SW¼ of Section 16, Township 4 North, Range 11 East of the Indian Base and Meridian, Hughes County, State of Oklahoma.

All the oil, gas and other minerals lying under the  $S\frac{1}{2}$  SW $\frac{1}{4}$  of Section 23, Township 5 North, Range 9 East of the Indian Base and Meridian, Hughes County, State of Oklahoma.

Undivided 15 mineral acre interest in the oil, gas and other minerals lying under the S½ NW¼ and an undivided 5 mineral acre interest in the oil gas and other minerals lying under the SW¼ of Section 1, Township 5 North, Range 10 East of the Indian Base and Meridian, Hughes County, State of Oklahoma.

Names and Addresses of parties holding title to mineral interests as provided in the Order Allowing First Annual Account Decree, together with any and all other property subject to the jurisdiction of the Court, wherever situated and whenever discovered, should be and is hereby distributed, set over and assigned, as follows:

#### NAME/ADDRESS

Elizabeth Newton King 3331 Stockwell Lincoln, NE 68506

SHARE

50%

Carol King 209 E. Osage Avenue McAlester, OK 74501

First Christian Church 300 E. Carl Albert Parkway McAlester, OK 74501

40%

10%

Dated this 18<sup>th</sup> day of April 2012.

ORIGINAL SIGNED BY JAMES D. BLAND

### JUDGE OF THE DISTRICT COURT

#### **RETURN TO:**

HACKLER AND HACKLER

Donald R. Hackler, OBA #3682

P.O. Box 954

McAlester, OK 74502

(918) 423-3131

Attorney for the Personal Representative

I, CINDY SMITH, Court Clerk in and for Pittsburg County State of Oklahoma do hereby certify that the within and foregoing is a full,

true and correct copy of the original\_

as the same appears on file and record to my of

STATE OF OKLAHOMA HUGHES COUNTY, SS

APR 20 2012

Ervin & Ervin Attorneys At Law, L.L.P. P.O. Box 1449 McAlester, OK 74502

00293

### IN THE DISTRICT COURT FOR PITTSBURG COUNTY STATE OF OKLAHOMA CHAPY SHAPE

In the Matter of the Estate of CAROLYN S. KING, Deceased

000481

Case No. PB-2012-139

# ORDER ALLOWING FINAL ACCOUNT, DECREE DETERMINING HEIRS, AND DECREE OF DISTRIBUTION AND DISCHARGE

Now, on this 8th day of January, 2014, the First and Final Account, Petition for Determination of Heirs, Distribution and Discharge of the duly appointed, qualified and acting co-personal representatives of the estate of the above-named decedent came on for hearing and no one appeared to oppose such petition.

The Court FINDS and IT IS HEREBY ORDERED, ADJUDGED AND DECREED that due and lawful notice of this hearing has been given for the time and in the manner required by law and is therefore approved and confirmed; whereupon the Court proceeded to receive and hear the evidence presented by petitioners and after making full inquiry into the facts, the Court further FINDS and IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the copersonal representatives have made a reasonably diligent effort to determine if there were any known creditors of the decedent, including a meaningful search of decedent's effects after her death and before filing the Notice to Creditors of decedent herein, filed on the 24th day of October, 2012; that all claims of every kind and character chargeable against said estate have been fully paid, satisfied and discharged, including costs of administration and all other expenses; that Notice to Creditors of decedent was given by the co-personal representatives for the time and in the manner required by law, including any notice by mail to all creditors, if any, known to the co-personal representatives as of the date said notice was filed with the district

court clerk for the county in which the probate is pending, at their respective last known addresses; and that all claims not filed within the time permitted for presentation of claims are nonsuited, void and forever barred except as otherwise provided by law or any claim for which payment is approved in this decree pursuant to Section 335 of Title 58 of the Oklahoma Statutes.

The Court further FINDS and IT IS HEREBY ORDERED, ADJUDGED AND DECREED that no estate tax return was filed with the Oklahoma Tax Commission for estate and inheritance taxes, as none was required; that an estate tax return was not filed with the Internal Revenue Service for the reason that said estate was not possessed of sufficient assets to require the filing of such return; that all state, county, school and municipal taxes together with all state and federal income taxes, if any, have been paid, or provisions have been made sufficient to pay the same, which are hereby approved and ordered.

The Court further FINDS and IT IS HEREBY ORDERED, ADJUDGED AND DECREED that said co-personal representatives have paid all expenses of the last illness of the decedent, including hospital and doctor bills and funeral expense, and that all just and lawful debts owing by the decedent at the time of death have been paid.

The Court further FINDS and IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Carolyn S. King died testate the 30th day of August, 2012; that the decedent was a resident of Pittsburg County, Oklahoma and was survived by the following heirs at law, all of whom are of legal age:

Mark Trimm, son, 209 E. Osage, McAlester OK 74501
Dennis Trimm, son, c/o Brian McLaughlin, Attorney, 109 E. Main St., Stigler OK 74562
Kristin Trimm DeLagardie, granddaughter, 2312 Colonial Court, Brentwood CA 94513-5025
Jerry Trimm, grandson, Route 6, McAlester OK 74501
Joseph Trimm, grandson, 7316 Bertram Drive, Fayetteville NC 28314-1665

# OKCOUNTYRECORDS.COM

2

and was not survived by a spouse nor any other child nor any other child of a deceased child; that under the terms and provisions of the Last Will and Testament of said decedent, the following constituted the sole heir, devisee and legatee:

The Carolyn S. King Revocable Trust, U/A/D February 18, 2004

The Court further FINDS and IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Family Settlement Agreement entered into by Mark Trimm and Dennis Trimm, and attached hereto, is hereby approved and confirmed by this Court and made a part of the Final Decree of Distribution. In connection therewith, the Court specifically FINDS, ORDERS AND DECREES that those mineral interests described on the Schedule of Mineral Interests attached to the Family Settlement Agreement, which were owned by decedent, are hereby distributed to The Carolyn S. King Revocable Trust U/A/D February 18, 2004, to be divided equally between the beneficiaries of said trust, Mark Trimm and Dennis Trimm.

The Court further FINDS and IT IS HEREBY ORDERED ADJUDGED AND DECREED that if decedent died seized and possessed of any other real or personal property, not included in this estate, and not herein referred to, then all right, title and interest in and to said property, regardless of where situated, should be and is distributed in accordance with and pursuant to the terms of the Last Will and Testament on file herein to:

The Carolyn S. King Revocable Trust, U/A/D February 18, 2004

The Court further FINDS and IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the fee of the co-personal representatives is waived.

The Court further FINDS and IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the attorney's fees of the respective co-personal representatives, together with all

out-of-pocket expenses, are hereby approved and ordered paid by said co-personal representatives from their respective distributive shares from decedent's trust.

The Court further FINDS and IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the co-personal representatives have fully accounted for all matters concerning decedent's estate and that said First and Final Account, Petition for Determination of Heirs, Distribution and Discharge filed herein is, in all things, true and the same should be and is hereby approved and allowed.

The Court FINDS and IT IS HEREBY ORDERED, ADJUDGED AND DECREED that all matters of administration have been completed and the estate of decedent is hereby closed; that upon proof furnished by the co-personal representatives that they have performed those actions ordered by the Court, they shall be discharged and fully exonerated, without further hearing or notice.

ORIGINAL SIGNED BY JAMES D. BLAND

Approved: William J. Ervin - OBA #2756 918/423-4242

Approved:

Brian McLaughlin – OBA #12494

Judge of the District Court

COUNTY OF PITTSBURG STATE OF OKLAHOMA SS I, CINDY SMITH, Court Clerk in and for Pittsburg County State of Oklahoma do hereby certify that the writing eaching is a full as the same appears on file and record in the prince in witness This day of CNDY SMITH Court Clerk

By

Dequation

OKCOUNTYRECORDS AT

IN THE DISTRICT COURT FOR PITTSBURG COUNTY STATE OF OKLAHOMA 1: 15

000485

CINDY SMITH

In the Matter of the Estate of CAROLYN S. KING, Deceased

BY \_\_\_\_\_

Case No. PB-2012-139

#### FAMILY SETTLEMENT AGREEMENT

This agreement is made this Indiay of October, 2013, between the sole residual heirs, devisees, and legatees of Carolyn S. King, deceased, being: Mark Trimm and Dennis Trimm, sons of the deceased.

WITNESSETH, Whereas, Carolyn S. King died testate on or about the 30th day of August 2012, a resident of Pittsburg County, Oklahoma at the time of her death. Mark Trimm and Dennis Trimm, named in Decedent's Last Will and Testament to serve as co-personal representatives, were duly appointed by this Court on October 24, 2012 as co-personal representatives of the estate.

Said heirs agree that, in accordance with the Decedent's Last Will and Testament, all of the property, both real and personal, belonging to said Decedent, constituting the residue of Decedent's probate estate, is to be distributed to The Carolyn S. King Revocable Trust, dated February 18, 2004, and Amended October 6, 2010, and April 30, 2012, designating Mark Trimm and Dennis Trimm successor co-trustees following the death of the original Trustee, Carolyn S. King.

That upon such distribution being made, said Mark Trimm and Dennis Trimm hereby agree that the homestead of the deceased, more particularly described as Lot Six (6), Block Five Hundred Thirty-seven (537), City of McAlester, formerly South McAlester, Pittsburg County, Oklahoma (209 E. Osage), valued at One Hundred Two Thousand Dollars (\$102,000.00), be

distributed to Mark Trimm as an offset against the Ninety-five Thousand Three Hundred Forty-Eight and 88/100ths Dollars (\$95,348.88), advanced by Decedent to Dennis Trimm prior to her death. That Mark Trimm shall pay to Dennis Trimm the sum of Six Thousand Six hundred Fifty-One and 12/100ths Dollars (\$6,651.12), to balance their respective shares.

Said heirs further agree that upon distribution from trust, Mark Trimm shall receive Decedent's 2003 Lincoln L.S. automobile, VIN 1LNHM86SX3Y686306, and shall pay to Dennis Trimm the sum of Three Thousand Nine Hundred Dollars (\$3,900.00), representing one-half of the vehicle's agreed value.

Said heirs further agree that the undivided forty (40) percent interest received from the Estate of Joe King, deceased, as shown on the "SCHEDULE OF MINERAL INTERESTS" attached hereto and made a part hereof shall be divided equally between them and distributed from Decedent's trust as per its provisions.

In further consideration of mutual promises hereinafter provided, it is agreed between the heirs of the decedent as follows:

That said heirs Mark Trimm and Dennis Trimm agree that payment of the last expenses of the deceased in the amount of \$12,211.29, as shown on the list of Disbursements attached hereto and made a part hereof, be paid by the trust of Decedent from trust proceeds.

That each agrees to pay his own respective attorney from his respective distributive share from Decedent's trust.

That the balance of the property in the estate and the trust, including "Indian Trust Land" in the State of South Dakota, shall be divided between the said heirs Mark Trimm and Dennis Trimm equally and distributed to them in kind.

Whereas, at this point in the administration of said estate, the general inventory and appraisal of the assets of the estate have been determined, all claims have been paid or are barred. That no estate tax returns were filed with either the Oklahoma Tax Commission or the Internal Revenue Service, as none were required. All state and federal income tax returns have been filed through the tax year 2012. However, such tax returns for the current year, 2013, have not yet been prepared and cannot be filed, nor the tax liability determined, until after the end of the tax year. Also, the 2013 ad valorem taxes owed on Decedent's real property, constituting her homestead, are not yet due or payable, but shall be prorated between Mark Trmm and Dennis Trimm as of the date of this agreement, and paid by them from their respective distributive trust shares. Therefore, the heirs agree that any and all such taxes owing shall be paid by Decedent's trust from trust funds. To insure funds are available to pay for the preparation of such tax returns, and to pay any such taxes as may be owing, the heirs and co-trustees agree to pay such taxes from trust funds and to hold sufficient funds in trust to cover such liability.

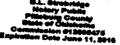
NOW, THEREFORE, said heirs of the Estate of Carolyn S. King, jointly, petition the Court to approve this Agreement as part of its final decree distributing the Estate of Carolyn S. King.

Agreed and signed by us the date above first written.

Mark Trimm

Subscribed and sworn to before me this 12 day of November, 2013.

(SEAL)



My Commission number: \_\_\_\_\_\_ เลอกร 475

Notary Public

ADDITIONAL LAND RECORDS AT

**Dennis Trimm** 

Subscribed and sworn to before me this 22 day of October

County seion expires: 19.01.2015

VIEW ADDITIONAL LAND RECORDS AT OKCOUNTYRECORDS.COM

### SCHEDULE OF MINERAL INTERESTS

### Estate of Carolyn S. King

An undivided 40% interest in the following described tracts: All the oil, gas and other minerals lying under Section 33, Township 11 North, Range 23 West of the Indian Base and Meridian, Beckham County, State of Oklahoma.

Undivided 15/200<sup>th</sup> interest (15 mineral acres) of the oil, gas and other minerals lying under the N½ SE¼ and E½ SW¼ and SW¼ SW¼ of Section 34, Township 11 North, Range 23 West, Beckham County, State of Oklahoma.

Undivided 15/160<sup>th</sup> interest (15 mineral acres) in the oil, gas and other minerals lying under the SW¼ of Section 35, Township 11 North, Range 23 West, Beckham County, State of Oklahoma.

4.2549 net mineral acres lying under the SW¼ of Section 2, Township 4 North, Range 11 East of the Indian Base and Meridian, Hughes County, State of Oklahoma.

18.8230 net mineral acres lying under Lots 1, 2 and S½ NE¼ (aka NE½) and NE½ NE½ SE½ and N½ NE½ NW½ and SE½ NE½ NW½ and NE½ NW½ and NE½ SE½ NW½ and NW½ SW½ NW½ of Section 3, Township 4 North, Range 11 East of the Indian Base and Meridian, Hughes County, State of Oklahoma.

7.9065 net mineral acres lying under the SW¼ less W½ SE¼ SE¼ SW¼ of Section 3, Township 4 North, Range 11 East of the Indian Base and Meridian, Hughes County, State of Oklahoma.

5.96 net mineral acres lying under the W½ NW¼ and W½ NE¼ NW¼ and NW¼ SE¼ NW¼ and N½ NW¼ SW¼ and SW¼ NW¼ SW¼ of Section 16, Township 4 North, Range 11 East of the Indian Base and Meridian, Hughes County, State of Oklahoma.

All the oil, gas and other minerals lying under the S½ SW¼ of Section 23, Township 5 North, Range 9 East of the Indian Base and Meridian, Hughes County, State of Oklahoma.

Undivided 15 mineral acre interest in the oil, gas and other minerals lying under the S½ NW¼ and an undivided 5 mineral acre interest in the oil gas and other minerals lying under the SW¼ of Section 1, Township 5 North, Range 10 East of the Indian Base and Meridian, Hughes County, State of Oklahoma.

Undivided 40 mineral acre interest in the oil, gas and other minerals lying under the SW¼ of Section 31, Township 11 North, Range 11 East of the Indian Base and Meridian, Okfuskee County, State of Oklahoma.

Undivided 5/550<sup>th</sup> interest (5 mineral acres) in the oil, gas and other minerals lying under the E½ and NW¼ and NE½ SW¼ and S½ SE½ SW¼ and NE½ SE½ SW½ of Section 34, Township 2 North, Range 16 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

All the oil, gas and other minerals lying under Section 14, Township 3 North, Range 14 East of the

Indian Base and Meridian, Pittsburg County, State of Oklahoma.

Undivided ½ interest (10 mineral acres) in the oil, gas and other minerals lying under the W½ SW½ NE½ SW½ and N½ SW½ NW½ SW½ and SE½ NW½ SW¾ of Section 33, Township 3 North, Range 17 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

All the oil, gas and other minerals lying under Section 5, Township 4 North, Range 16 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

Undivided 1/4<sup>th</sup> interest (40 mineral acres) in the oil, gas and other minerals lying under 160 acres described as SW¼ of Section 5, Township 5 North, Range 13 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

Undivided 1/12<sup>th</sup> interest (10 mineral acres) in the oil, gas and other minerals lying under the 120 acres described as N½ NW¼ and SW¼ NW¼ of Section 8, Township 5 North, Range 13 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

All the oil, gas and other minerals lying under Section 19, Township 6 North, Range 17 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

All the oil, gas and other minerals lying under Section 11, Township 7 North, Range 12 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

All the oil, gas and other minerals lying under the NW¼ NW¼ SE¼ and SE¼ SE¼ SW¼ and SW¼ SW¼ NW¼ of Section 5, Township 7 North, Range 13 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

All the oil, gas and other minerals lying under the NE¼ NE¼ SE¼ and NE¼ NE¼ SW¼ and SW¼ SW¼ NW¼ and SW¼ SW¼ NE¼ and NW¼ NE¼ SW¼ of Section 6, Township 7 North, Range 13 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

All the oil, gas and other minerals lying under the S½ and SE¼ NE¼ and W½ W½ NE¼ of Section 25, Township 7 North, Range 13 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

Undivided 7.5 mineral acres interest in the oil, gas and other minerals lying under the NE¼ NW¼ NE¼ and N½ NE¼ SW¼ of Section 11, Township 7 North, Range 14 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

Undivided 18.75 mineral acre interest in the oil, gas and other minerals lying under the NE½ NE½ and SE½ NW½ NE½ and SW½ SW½ NE½ and SW½ NE½ and NW½ SE¼ and W½ NE½ SE½ and SE½ NE½ SE½ of Section 11, Township 7 North, Range 14 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

All the oil, gas and other minerals lying under the N½ of Section 25, Township 7 North, Range 14 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

An undivided 1.33333 net mineral acres lying under the NE¼ of Section 26, Township 7 North, Range 14 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

10 net mineral acres lying under the NW¼ of Section 36, Township 7 North, Range 14 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

Undivided 8.5 mineral acre interest in the oil, gas and other minerals lying under the SE¼ SE¼ NW¼ and Lot 3 and Northwest 10.52 acres of Lot 4, Section 18, Township 7 North, Range 15 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

20 net mineral acres lying under the S½ SE¼ SW¼ and S½ NE¼ of Section 30, Township 7 North, Range 16 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

20 net mineral acres lying under the SE¼ NE¼ NE¼ and S½ NE¼ and S½ SE¼ SW¼ of Section 33, Township 7 North, Range 16 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

Undivided 7.5 acre mineral interest in the oil, gas and other minerals lying under 60 acres described as SE¼ SW¼ and E½ SW¼ SW¼ of Section 36, Township 8 North, Range 14 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

2.222 net minerals acres lying under the E½ SW¼ of Section 7, Township 2 West, Range 9 North of the Indian Base and Meridian, Washita County, State of Oklahoma.

1.11111 net mineral acres lying under Section 7, Township 9 North, Range 18 West of the Indian Base and Meridian, Washita County, State of Oklahoma.

An undivided 1/16<sup>th</sup> interest in oil, gas and other minerals lying under the NE/4 SE/4 and SE/4 NE/4 of Section 17, Township 4 North, Range 11 East, of the Indian base & meridian, Hughes County, Oklahoma.

OKCOUNTYRECORDS AT

## SCHEDULE OF RECEIPTS TO AND DISBURSEMENTS FROM REVOCABLE TRUST AND ESTATE OF CAROLYN S. KING, DECEASED

### A. Carolyn S. King Revocable Trust Account #1026124

opened from CD #193410 on 12/30/12		\$41,289.49
1/2/13 Bishop Funeral Service	\$8,807.42	32,482.07
Pittsburg County Treasurer, 2012 property	y taxes 899.00	31,583.07
Ervin & Ervin cost deposit	507.04	31,076.03
4/4/13 Chase Credit Card Services	539.79	30,536.24
The Monument Place	475.90	30,060.34
4/4/12 Pro Tax Services	100.00	29,960.34
McMahan Appraisal Service	500.00	29,460.34
The Hartford	382.14	29,078.20
6/20 Deposit from Edward Jones	62,784.84	91,863.04
7/31 Mark Trimm	40,000.00	51,863.04
Dennis Trimm	40,000.00	11,863.04
	Balance:	11,863.04

#### B. Carolyn King Estate Account #10205640

1/31/13	BP Deposits (4 checks)	\$577.38	
2/26/13	BP and Samson (4 checks)	481.51	\$1,058.89
4/22/13	Hartford House Insurance	\$882.86	176.03
5/17/13	BP and OTC income tax refund	270.37	446.40
6/18/13	BP, XTO, OTC refunds for 2010 and 2011	537.71	984.11
		Ralance	984.11

### C. Beneficiary IRA #220698 to be distributed

to Carolyn S. King Revocable Trust Balance: \$102,980.58

Total Assets:

\$115,827.73

RECORDS AT ORDS.COM



Ervin & Ervin Attorneys At Law, L.L.P. P.O. Box 1449 McAlester, OK 74502

I-2014-000388 Book 2081 Pg:80 \$ 21.00 Doc:

01/15/2014 4:31 pm Pg 0080-0084 Hope Trammell - Pittsburg County Clerk State of Oklahoma C00493

### TRUSTEE'S DEED

#### KNOW ALL MEN BY THESE PRESENTS:

That Mark Trimm and Dennis Trimm, Successor Co-Trustees of the Carolyn S. King Revocable Trust dated February 18, 2004 (Grantors), in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other valuable considerations, in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto Mark Trimm and Dennis Trimm, beneficiaries, each an undivided one-half (1/2) interest (Grantees), in the property and premises situated in Beckham, Hughes, Okfuskee, Pittsburg, and Washita counties, State of Oklahoma, as shown on the "Schedule of Mineral Interests" attached hereto as part of this deed, and warrant title thereto.

TO HAVE AND TO HOLD the same unto Grantees, and to Grantees' heirs and assigns, forever, free, clear and discharged of and from all former granted, claims, charges, taxes, judgments, mortgages and other liens and encumbrances whatsoever.

Signed and delivered this / Dt/day of JANUAR /

Dennis Trimm, Successor Co-Trustee

#### **INDIVIDUAL ACKNOWLEDGMENT**

STATE OF OKLAHOMA	)	
	)	SS
COUNTY OF PITTSBURG	)	

Before me the undersigned, a Notary Public in and for said county and state, on this May of JANNAY, 2014, personally appeared Mark Trimm, a Successor Co-Trustee of the Carolyn S. King Revocable Trust dated February 18, 2004, to me know to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Notary Public (

My Commission Expire

I-2014-000388 Book 2081 Pg:81 01/15/2014 4:31 pm Pg 0080-0084 Fee: \$ 21.00 Doc: \$ 0.00 Hope Trammell - Pittsburg County Clerk State of Oklahoma

Mark Trimm, Successor Co-Trustee

#### INDIVIDUAL ACKNOWLEDGMENT

STATE OF OKLAHOMA ) ss COUNTY OF PITTSBURG )

Before me the undersigned, a Notary Public in and for said county and state, on this May of Manal (2014, personally appeared Mark Trimm, a Successor Co-Trustee of the Carolyn S. King Revocable Trust dated February 18, 2004, to me know to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

(SEAL)

My Commission Expires: 12/28/14

My Commission Number: 1/1000011

# OKCOUNTYRECORDS AT

### SCHEDULE OF MINERAL INTERESTS

Estate of Carolyn S. King

000495

An undivided 40% interest in the following described tracts: All the oil, gas and other minerals lying under Section 33, Township 11 North, Range 23 West of the Indian Base and Meridian, Beckham County, State of Oklahoma.

Undivided 15/200<sup>th</sup> interest (15 mineral acres) of the oil, gas and other minerals lying under the N½ SE¼ and E½ SW¼ and SW¼ SW¼ of Section 34, Township 11 North, Range 23 West, Beckham County, State of Oklahoma.

Undivided 15/160<sup>th</sup> interest (15 mineral acres) in the oil, gas and other minerals lying under the SW¼ of Section 35, Township 11 North, Range 23 West, Beckham County, State of Oklahoma.

4.2549 net mineral acres lying under the SW¼ of Section 2, Township 4 North, Range 11 East of the Indian Base and Meridian, Hughes County, State of Oklahoma.

18.8230 net mineral acres lying under Lots 1, 2 and S½ NE¼ (aka NE¾) and NE¼ NE¼ SE¼ and N½ NE¼ NW¼ and SE¼ NE¼ NW¼ and NE¼ NW¼ and NE¼ SE¼ NW¼ and S½ S½ NW¼ and NW¼ SW¼ NW¼ of Section 3, Township 4 North, Range 11 East of the Indian Base and Meridian, Hughes County, State of Oklahoma.

7.9065 net mineral acres lying under the SW¼ less W½ SE¼ SE¼ SW½ of Section 3, Township 4 North, Range I I East of the Indian Base and Meridian, Hughes County, State of Oklahoma.

5.96 net mineral acres lying under the W½ NW¼ and W½ NE¼ NW¼ and NW¼ SE¼ NW¼ and N½ NW¼ SW¼ and SW¼ NW¼ SW¼ of Section 16, Township 4 North, Range 11 East of the Indian Base and Meridian, Hughes County, State of Oklahoma.

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Undivided 15 mineral acre interest in the oil, gas and other minerals lying under the S½ NW¼ and an undivided 5 mineral acre interest in the oil gas and other minerals lying under the SW¼ of Section 1, Township 5 North, Range 10 East of the Indian Base and Meridian, Hughes County, State of Oklahoma.

Undivided 40 mineral acre interest in the oil, gas and other minerals lying under the SW¼ of Section 31, Township 11 North, Range 11 East of the Indian Base and Meridian, Okfuskee County, State of Oklahoma.

Undivided 5/550<sup>th</sup> interest (5 mineral acres) in the oil, gas and other minerals lying under the E½ and NW¼ and NE½ SW¼ and S½ SE½ SW¼ and NE½ SE½ SW½ of Section 34, Township 2 North, Range 16 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

All the oil, gas and other minerals lying under Section 14, Township 3 North, Range 14 East of the

Indian Base and Meridian, Pittsburg County, State of Oklahoma.

I-2014-000388 Book 2081 Pg:83 01/15/2014 4:31 pm Pg 0080-0084 Fee: \$ 21.00 Doc: \$ 0.00 Hope Trammell - Pittsburg County Clerk State of Oklahoma

Undivided ½ interest (10 mineral acres) in the oil, gas and other minerals lying under the W½ SW¼ NE¼ SW¼ and N½ SW¼ NW¼ SW¼ and SE¼ NW¼ SW¼ of Section 33, Township 3 North, Range 17 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

All the oil, gas and other minerals lying under Section 5, Township 4 North, Range 16 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

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Undivided 1/12<sup>th</sup> interest (10 mineral acres) in the oil, gas and other minerals lying under the 120 acres described as N½ NW¼ and SW¼ NW¼ of Section 8, Township 5 North, Range 13 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

All the oil, gas and other minerals lying under Section 19, Township 6 North, Range 17 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

All the oil, gas and other minerals lying under Section 11, Township 7 North, Range 12 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

All the oil, gas and other minerals lying under the NW¼ NW¼ SE¼ and SE¼ SE¼ SW¼ and SW¼ SW¼ NW¼ of Section 5, Township 7 North, Range 13 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

All the oil, gas and other minerals lying under the NE¼ NE¼ SE¼ and NE¼ NE¼ SW¼ and SW¼ SW¼ NW¼ and SW¼ SW¼ NE¼ and NW¼ NE¼ SW¼ of Section 6, Township 7 North, Range 13 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

All the oil, gas and other minerals lying under the S½ and SE¼ NE¼ and W½ W½ NE¼ of Section 25, Township 7 North, Range 13 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

Undivided 7.5 mineral acres interest in the oil, gas and other minerals lying under the NE¼ NW¼ NE¼ and N½ NE¼ SW¼ of Section 11, Township 7 North, Range 14 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

Undivided 18.75 mineral acre interest in the oil, gas and other minerals lying under the NE¼ NE¼ and SE½ NW¼ NE¼ and E½ SW¼ NE¼ and SW½.SW¼ NE½ and NW¼ SE¼ and W½ NE½ SE¼ and SE½ NE½ SE¼ of Section 11, Township 7 North, Range 14 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

All the oil, gas and other minerals lying under the N½ of Section 25, Township 7 North, Range 14 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

An undivided 1.33333 net mineral acres lying under the NE¼ of Section 26, Township 7 North, Range 14 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

10 net mineral acres lying under the NW¼ of Section 36, Township 7 North, Range 14 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

Undivided 8.5 mineral acre interest in the oil, gas and other minerals lying under the SE¼ SE¼ NW¼ and Lot 3 and Northwest 10.52 acres of Lot 4, Section 18, Township 7 North, Range 15 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

20 net mineral acres lying under the S½ SE¼ SW¼ and S½ NE¼ of Section 30, Township 7 North, Range 16 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

20 net mineral acres lying under the SE¼ NE¼ NE¼ and S½ NE¼ and S½ SE¼ SW¼ of Section 33, Township 7 North, Range 16 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

Undivided 7.5 acre mineral interest in the oil, gas and other minerals lying under 60 acres described as SE¼ SW¼ and E½ SW¼ SW¼ of Section 36, Township 8 North, Range 14 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

2.222 net minerals acres lying under the E½ SW¼ of Section 7, Township 2 West, Range 9 North of the Indian Base and Meridian, Washita County, State of Oklahoma.

1.11111 net mineral acres lying under Section 7, Township 9 North, Range 18 West of the Indian Base and Meridian, Washita County, State of Oklahoma.

An undivided 1/16<sup>th</sup> interest in oil, gas and other minerals lying under the NE/4 SE/4 and SE/4 NE/4 of Section 17, Township 4 North, Range 11 East, of the Indian base & meridian, Hughes County, Oklahoma.

l-2014-000388 Book 2081 Pg:84 01/15/2014 4:31 pm Pg 0080-0084 Fee: \$ 21.00 Doc: \$ 0.00 Hope Trammell - Pittsburg County Clerk State of Oklahoma

STATE OF OKLAHOMA HUGHES COUNTY, SS

At 1.36 Filed for record

At 0 o'clock P. M., and recorded in

JAN 21 2014

Book 1279

at Page 223

Deputy Joquita Walton, County Clerk

Deputy County Clerk

OKCOUN EGÜRDS.COM

6 V WOPE 4 000498

Ervin & Ervin Attorneys At Law, L.L.P. P.O. Box 1449 McAlester, OK 74502

### WARRANTY MINERAL DEED

I-2014-000389 Book 2081 Pg:85 01/15/2014 4:32 pm Pg 0085-0089 Fee: \$ 21.00 Doc: \$ 9.75 Hope Trammell - Pittsburg County Clerk

00295

ALL MEN BY THESE PRESENTS:

That **DENNIS TRIMM**, hereinafter called Grantor, whether one or more, for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby quit claim, grant, bargain, sell, convey, transfer, assign and deliver unto **MARK TRIMM**, **209 E. Osage, McAlester, OK 74501**, hereinafter called Grantee, whether one or more, all of his undivided fractional interest in all minerals of every kind and nature, not previously excepted, reserved or conveyed, including without limitation all coal, coal bed gas and coal seam gas, asphalt, oil, gas or other minerals, and all components and constituents thereof, whether or not such minerals involve the surface of the tract, in, under or that may be produced from the following described lands situated in Beckham, Hughs, Okfuskee, Pittsburg and Washita Counties, State of Oklahoma, to-wit:

#### **MINERALS ONLY:**

### SEE LEGAL DESCRIPTION ATTACHED AS "EXHIBIT A"

together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for such minerals and any components thereof, and storing, handling, transporting and marketing the same therefrom with the right to remove from said land all of Grantee's property and improvements.

This conveyance is made subject to any rights now existing to any lessee or assigns under any valid and subsisting oil and gas lease of record heretofore executed; it being understood and agreed that said Grantee shall have, receive, and enjoy the herein granted undivided interests in and to all bonuses, rents, royalties and other benefits which may accrue under the terms of said lease insofar as it covers the above described land from and after the date hereof, precisely as if the Grantee herein had been at the date of the making of said lease the owners of a similar undivided interest in and to the land described and Grantee one of the lessors therein.

Grantor hereby stipulated that there is conveyed herewith unto Grantee any and all claims as to royalties and shut-in royalties held in suspense, and any monies held in escrow, derived from or obtained in connection with the above-described mineral interest occurring after the date of this conveyance.

It is the intention of the Grantor herein to convey by this deed all of his right, title and undivided interest in the hereinabove described minerals of every kind and/or nature including coal, coal bed gas, coal seam gas, asphalt, oil, gas and other minerals in the above described lands, whether or not such minerals involve the surface of the tract of land. Should it be later determined that Grantor's interest therein is greater or lesser than that fractional interest specified under the description of those several tracts set out above, and a discrepancy shall exist between that fractional interest specified and that interest sought to be conveyed, then in such event, the terms and provisions of this paragraph shall precede and be controlling in determining the actual fractional interested conveyed by this deed.

Grantor agrees to execute such further assurances as may be requisite for the full and complete enjoyment of the rights herein granted and likewise agree that Grantee herein shall have the right at any time to redeem for said Grantor by payment, any mortgage, taxes, or other liens on the above described land, upon default in payment by Grantor, and be subrogated to the rights of the holder thereof.

TO HAVE AND TO HOLD the above described property and easement with all and singular the rights, privileges, and appurtenances thereunto or in any wise belonging to the said Grantee herein, and to his heirs, successors, personal representatives,

administrators, executors, and assigns forever, so that neither the said Grantor or any person in his name and behalf, shall or will hereafter claim or demand any right or title to the said premises or any part thereof but they and everyone of them shall by these presents be excluded and forever barred.

WITNESS our hand this 17 day of December, 2013.

**Dennis Trimm** 

I-2014-000389 Book 2081 Pg:86 01/15/2014 4:32 pm Pg 0085-0089
Fee: \$21.00 Doc: \$9.75
Hope Trammell - Pittsburg County Clerk
State of Oklahoma

Mulliam Jimm Sn.
otary Public

ACKNOWLEDGEMENT

STATE OF OKLAHOMA

) ss

**COUNTY OF PITTSBURG)** 

Before me, the undersigned, a Notary Public in and for said county and state, on this 17th day of December, 2013, personally appeared DENNIS TRIMM, to me known to be the identical person who subscribed his name as the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

My Commission expires:  $\frac{12/28/14}{11}$  My Commission number:  $\frac{12/28/14}{11}$ 

**VIEW ADDITIONAL LAND RECORDS AT** 

# EXHIBIT "A" For Warranty Mineral Deed dated December 17, 2013 From Dennis Trimm to Mark Trimm

I-2014-000389 Book 2081 Pg:87 01/15/2014 4:32 pm Pg 0085-0089 Fee: \$ 21.00 Doc: \$ 9.75 Hope Trammell - Pittsburg County Clerk State of Oklahoma

An undivided 40% interest in the following described tracts: All the oil, gas and other minerals lying under Section 33, Township 11 North, Range 23 West of the Indian Base and Meridian, Beckham County, State of Oklahoma.

Undivided 15/200<sup>th</sup> interest (15 mineral acres) of the oil, gas and other minerals lying under the N½ SE¼ and E½ SW¼ and SW¼ SW¼ of Section 34, Township 11 North, Range 23 West, Beckham County, State of Oklahoma.

Undivided 15/160<sup>th</sup> interest (15 mineral acres) in the oil, gas and other minerals lying under the SW½ of Section 35, Township 11 North, Range 23 West, Beckham County, State of Oklahoma.

4.2549 net mineral acres lying under the SW¼ of Section 2, Township 4 North, Range 11 East of the Indian Base and Meridian, Hughes County, State of Oklahoma.

18.8230 net mineral acres lying under Lots 1, 2 and S½ NE¼ (aka NE½) and NE½ NE½ SE¼ and N½ NE½ NW¼ and SE½ NE¼ NW¼ and NE½ NW¼ and NE½ SE½ NW¼ and NW½ SW½ NW¼ of Section 3, Township 4 North, Range 11 East of the Indian Base and Meridian, Hughes County, State of Oklahoma.

7.9065 net mineral acres lying under the SW1/2 less W1/2 SE1/2 SW1/2 of Section 3, Township 4 North, Range 11 East of the Indian Base and Meridian, Hughes County, State of Oklahoma.

5.96 net mineral acres lying under the W½ NW¼ and W½ NE¼ NW¼ and NW¼ SE¼ NW¼ and N½ NW¼ SW¼ and SW¼ NW¼ SW¼ of Section 16, Township 4 North, Range 11 East of the Indian Base and Meridian, Hughes County, State of Oklahoma.

All the oil, gas and other minerals lying under the S½ SW¼ of Section 23, Township 5 North, Range 9 East of the Indian Base and Meridian, Hughes County, State of Oklahoma.

Undivided 15 mineral acre interest in the oil, gas and other minerals lying under the S½ NW¼ and an undivided 5 mineral acre interest in the oil gas and other minerals lying under the SW¼ of Section 1, Township 5 North, Range 10 East of the Indian Base and Meridian, Hughes County, State of Oklahoma.

Undivided 40 mineral acre interest in the oil, gas and other minerals lying under the SW1/2 of Section 31, Township 11 North, Range 11 East of the Indian Base and Meridian, Okfuskee County, State of Oklahoma.

Undivided 5/550<sup>th</sup> interest (5 mineral acres) in the oil, gas and other minerals lying under the E½ and NW¼ and NE½ SW¼ and S½ SE½ SW¼ and NE½ SE½ SW¼ of Section 34, Township 2 North, Range 16 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

All the oil, gas and other minerals lying under Section 14, Township 3 North, Range 14 East of the

Indian Base and Meridian, Pittsburg County, State of Oklahoma.

Undivided ½ interest (10 mineral acres) in the oil, gas and other minerals lying under the W½ SW¼ NE¼ SW¼ and N½ SW¼ NW¼ SW¼ and SE¼ NW¼ SW¼ of Section 33, Township 3 North, Range 17 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

All the oil, gas and other minerals lying under Section 5, Township 4 North, Range 16 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

Undivided 1/4<sup>th</sup> interest (40 mineral acres) in the oil, gas and other minerals lying under 160 acres described as SW<sup>1</sup>/<sub>4</sub> of Section 5, Township 5 North, Range 13 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

Undivided 1/12<sup>th</sup> interest (10 mineral acres) in the oil, gas and other minerals lying under the 120 acres described as N½ NW¼ and SW¼ NW¼ of Section 8, Township 5 North, Range 13 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

All the oil, gas and other minerals lying under Section 19, Township 6 North, Range 17 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

All the oil, gas and other minerals lying under Section 11, Township 7 North, Range 12 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

All the oil, gas and other minerals lying under the NW¼ NW¼ SE¼ and SE¼ SE¼ SW¼ and SW¼ SW¼ NW¼ of Section 5, Township 7 North, Range 13 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

All the oil, gas and other minerals lying under the NE¼ NE¼ SE¼ and NE¼ NE¼ SW¼ and SW¼ SW¼ NW¼ and SW¼ SW¼ NE¼ and NW¼ NE¼ SW¼ of Section 6, Township 7 North, Range 13 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

All the oil, gas and other minerals lying under the S½ and SE¼ NE¼ and W½ W½ NE¼ of Section 25, Township 7 North, Range 13 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

Undivided 7.5 mineral acres interest in the oil, gas and other minerals lying under the NE¼ NW¼ NE¼ and N½ NE¼ SW¼ of Section 11, Township 7 North, Range 14 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

Undivided 18.75 mineral acre interest in the oil, gas and other minerals lying under the NE¼ NE¼ and SE¼ NW¼ NE¾ and E½ SW¼ NE¾ and SW¼.SW¼ NE¼ and NW¼ SE¼ and W½ NE¼ SE¼ and SE¼ NE¼ SE¼ of Section 11, Township 7 North, Range 14 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

All the oil, gas and other minerals lying under the N½ of Section 25, Township 7 North, Range 14 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

An undivided 1.33333 net mineral acres lying under the NE¼ of Section 26, Township 7 North, Range 14 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

10 net mineral acres lying under the NW¼ of Section 36, Township 7 North, Range 14 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

Undivided 8.5 mineral acre interest in the oil, gas and other minerals lying under the SE¼ SE¼ NW¼ and Lot 3 and Northwest 10.52 acres of Lot 4, Section 18, Township 7 North, Range 15 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

20 net mineral acres lying under the S½ SE½ SW¼ and S½ NE½ of Section 30, Township 7 North, Range 16 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

20 net mineral acres lying under the SE¼ NE¼ NE¼ and S½ NE¼ and S½ SE¼ SW¼ of Section 33, Township 7 North, Range 16 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

Undivided 7.5 acre mineral interest in the oil, gas and other minerals lying under 60 acres described as SE¼ SW¼ and E½ SW¼ SW¼ of Section 36, Township 8 North, Range 14 East of the Indian Base and Meridian, Pittsburg County, State of Oklahoma.

2.222 net minerals acres lying under the E½ SW¼ of Section 7, Township 2 West, Range 9 North of the Indian Base and Meridian, Washita County, State of Oklahoma.

1.11111 net mineral acres lying under Section 7, Township 9 North, Range 18 West of the Indian Base and Meridian, Washita County, State of Oklahoma.

An undivided 1/16<sup>th</sup> interest in oil, gas and other minerals lying under the NE/4 SE/4 and SE/4 NE/4 of Section 17, Township 4 North, Range 11 East, of the Indian base & meridian, Hughes County, Oklahoma.

STATE OF OKLAHOMA HUGHES COUNTY, SS
Filed for record
At 1:27 o'clock Amount of the county of the cou

I-2014-000389 Book 2081 Pg: 89 01/15/2014 4:32 pm Pg 0085-0089 Fee: \$ 21.00 Doc: \$ 9.75 Hope Trammell - Pittsburg County Clerk State of Oklahoma

JAN 21 2014

Joquita Walton, County Clerk

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ORDS.COM

FORM 88-390 - (Prod. Pooling)(Oklahoma)(640 Shur Copyright© by BURKHART'S Legal Forms (Since	t-In) (Paid-up)(Rev e 1908) - Tulsa, C	vised 1963) SD-NF( )K	G-Bl. Royalty			
Mailing Address	<b>O</b> II	ANDGA	S LEASE		÷ 99	
	OIL	AND GA J PAID (			•	
AGREEMENT, Made and entered into this _		day of	fJanuar	<b>y</b>	· · · · · · · · · · · · · · · · · · ·	. 2006
by and between Joe David King		eir of Del	ose J. Kin	g		
1533 S. 5th Si			. 6.1 6			
and Mark S. Deason, Rt. 4 1		McAlegter	$\mathbf{O}\mathbf{K}$ , party of the firm	st part, hereinafte	r called lessor (w	hether one or more
WITNESSETH, That the said lessor, for and	in consideration	n of		おおおTen a	and more**	DOLLAR
cash in hand paid, receipt of which is h lessee to be paid, kept and performed, h the said lessee, for the sole and only pu but not limited to distillate and condens, lines, and building tanks, power stations land, together with any reversionary rights th	ereby acknow as granted, del irpose of exploate), gas (inclu and structures	ledged and of the mised, leased and oring by geophy uding casing-heads thereon, to pro-	he covenants and delet and by the sical and other and gas and helium duce, save and t	se presents does methods, mining n and all other ake care of said	grant, demise,	ned on the part lease and let un
State of Oklahoma, described as follows, to-	wit:					
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		/				······································
	SW/4	amd S/2 NW	/4			
of Section, Township_				, and containing	240.00	acres, more or les
It is agreed that this lease shall remai as long thereafter as oil or gas, or either of the In consideration of the premises the s	em, is produced aid lessee cover	from said land by nants and agrees:	the lessee.			cd primary term) ar
1st. To deliver to the credit of lessor (including but not limited to condensate and condensate	listillate) produc	ced and saved from	m the leased premi	ses.		•
or used in the manufacture of products therefr	_	46.3		-		· -
or used in the manufacture of products therefrom, by payments to be made monthly. During a so sold or used and the well or wells are ficient to keep this lease in force, lessed under, such payment or tender to be maded days from the date such well is shut in a royalty owners. When such payment or tender to tender to the maded the such well is shut in a group of the such payment or tender to th	out in no event n ny period (who re shut in and shall pay or to e, on or before and thereafter	ether before or a there is no cur ender a royalty the anniversary	/16ths after expiration of ent production of One Dollar (\$ // date of this leasery date of this leasery	of the actual of the primary tended of oil or operation of the primary tended of the primary tended of the primary tended of the primary the primary the primary the primary the primary the primary that the primary the primary that the primary tended of the primary te	al amount received from hereof) when ions on said leader net royalty after the expiration of such well	en gas is not being ased premises su- acre retained here tion of ninety (90 1 is shut in, to the
shall be used, said payments to be made mone If the lessee shall commence to driextension thereof, or on acreage pooled to operations with reasonable diligence and continue and be in force with like effect as if Lessee is hereby granted the right as to all strata or any stratum or strata, wo or primarily of gas with or without distill for the production primarily of gas with prescribe a spacing pattern for the develounit may embrace as much additional actifile written unit designations in the count be treated as if such operations were ulocated thereon. The entire acreage witexcept that the royalty on production from gas royalties, only the part of the acreage duction from the unit, Lessee shall pay I as the amount of his acreage placed in the unit of the acreage duction from the unit, Lessee shall pay I as the amount of his acreage placed in the unit herein provided shall be paid to the lessor oll Lessee shall have the right to use, wells of lessor.  When requested by the lessor, lessee the No well shall be drilled nearer than 2 Lessee shall have the right at any tremove casing.  If the estate of either party hereto hereof shall extend to their heirs, executed and or royalties shall enlarge the obligation be binding on the lessee until after the lesses assigns this lesses in whole or in arising subsequent to the date of assignment.  All express or implied covenant. Regulations, and this lease shall not be teif compliance is prevented by, or such failure. This lease shall be effective as to notwithstanding some of the lessors above the party or parties who execute this lease as it is the party or parties who execute this lease as it is the party or parties who execute this lease as it is the party or parties who execute this lease as it is the party or parties who execute this lease as it is the party or parties who execute this lease as it is the party or parties who execute this lease as it is the party or parties who execute this lease.	Il a well or conherewith, the il dispatch, and such well had bat any time and with any other late. However or without dippment of the reage as may it is without dippment of the reage as may it is which the pon or such phin a unit shalm the unit shalm the unit shalm the unit shalm the dippment of the reage as may it is without the pon or such phin a unit shalm the proposed of the sesor, in lieu t, or his royalty in the above det is easor, in lieu t, or his royalty in the proposed is assigned, and it is assigned.	dif oil or gas, deen completed wid from time to till lands as to all to no unit for the istillate more the field or allocate be so prescribed eleased premise production were all be treated for all be as below placed and then act of other royaltic interest therein or scribed land than ion which his interest therein or scribed land than ion which his interest therein or scribed land than ion which his interest therein or scribed land than ion which his interest therein or scribed land than ion which his interest therein or scribed land than ion which his interest therein or scribed land than ion which his interest therein or scribed land than ion which his interest therein or scribed land than ion which his interest therein to growing critical than the privilege of the privilege	e the right to dril or either of them thin the term of ye me to unitize the strata or any strate production prim an 640 acres, production prim an 640 acres, production galle or as may be used all purposes as provided, and excutally embraced less thereon, only an acreage basis the entire and unrest bears to the weight produced on said produced o	I such well to ca, be found in pars first mentione leased premises turn or strata, farily of oil shall bounded that if a cowable based or premises where if it were coverent that in calc by this lease shouch proportion bears to the total divided fee simphole and undivided land for its operations upon a complete that in calc by this lease shouch proportion bears to the total divided fee simphole and undivided land for its operation of the word in the owner or assignmen with respect to and State Laviable in damage tion.  Er interest and so The word "Lee"	completion or coaying quantities of coaying quantities of the production or the production or the production or the production of the royalties acreage in the unple estate therein of the production of the last consent of the last or a true copy of the assigned production of the pro	omplete reworkings, this lease shaper or portions thereon primarily of one than 40 acres, (all regulation shaper or possible. Lessee shaper or wells are unit of any shut in the shaper of the shaper
Lessee may at any time and from nailing a release thereof to lessor, or by placi Lessor hereby warrants and agrees my time to redeem for lessor by payment nent by lessor, and be subrogated to the right.	ng a release of notice to defend the any mortgage:	ecord in the prope title to the lands s, taxes or other	r County. herein described	and agrees tha	t the lessee shall	ll have the right a
This lease shall not be a solely by the payment of	naintaine	d after th	e expirati for a peri	on of the od longer	primary t than twe	erm
IN TESTIMONY WHEREOU we sign	n this the O	)th	Tomas		2006	
IN TESTIMONY WHEREOF, we sig	n mus me	th day of	January	····································		
			Joe David King	King, sole	e heir of	Delose J.



# STATE OF OKLAHOMA HUGHES COUNTY, SS Filed for record At 9:56 o'clock At M., and recorded in

JAN 1 9 2006

book 1051 at page 160

Joonita Walton, County Clerk

Deputy will all to

Note: We have omitted the 'Title Box' normally located on the back of our forms, in order to provide additional space for stamps and seals by County Clerks.

To avoid additional filing fees for nonconforming instruments, do not write or stamp in any margin of forms which will be filed. (HB 2011)

STATE OF OKLAHOMA  County of PTTISBURG  SET CONTROLLED SO IN A Notary Public, in and for said County and State, on this STATE OF OKLAHOMA  STATE OF OKLAHOMA  County of State one, the undersigned, a Notary Public, in and for said County and State, on this day of State one that show written.  My commission expires:  (Individual Acknowledgment)  STATE OF OKLAHOMA  County of State one, the undersigned, a Notary Public, in and for said County and State, on this day of State one, the undersigned, a Notary Public, in and for said County and State, on this day of State one, the undersigned, a Notary Public, in and for said County and State, on this day of State one, the undersigned, a Notary Public, in and for said County and State, on this day of State one, the undersigned, a Notary Public, in and for said County and State, on this day of State one, the undersigned, a Notary Public, in and for said County and State, on this day of State one, the undersigned, a Notary Public, in and for said County and State, on this day of State one of State one of State one of State on the same as the said of State on the same as the said of State on this day of State on the same of the said of State on this day of State on the same said of State on the same said of State on this day of State on this day of State on this day of State on the same said of State on the said of State on this day of State on the said of State on this day of State on this day of State on this day of State on the said of State on this day of State on the said of State on this day of State on this day of State on the said of State on this day of State on the said of State on this day of State on the said of State on the said of State on this day of State on the said of State on the said of State on this day of State on the said of State on this day of State of Sta					
Define the undersigned, a Notary Public, in and for said County and State, on this 9th day of Januarry 2006. Pervird King, sole heir of Delose J. King.  One known to be the ideatical government of the process of the same as hill the same as hil					
Before me, the undersigned, a Notary Public, in and for said County and State, on this	County of PTTTSBURG				
one known to be the identical particle. The property of the pr	Before me, the undersigned, a Note	ary Public, in and for said County and	State, on this 9th day of _	<u>January</u>	, <u>2006</u>
IN WITNESS WHEREOF, I have bereauto set my official signature and affixed my official seal the day and year last above written.    Wormsission expires:	personally appeared Joe Davi	d King, sole heir of	Delose J. King		
TATE OF OKLAHOMA  SS  (Individual Acknowledgment)  STATE OF OKLAHOMA  County of	o me known to be the identical person	who executed the within	and foregoing instrument, and acl	mowledged to me that _	he
ATATE OF OKLAHOMA  SS  (Individual Acknowledgment)  STATE OF OKLAHOMA  County of	xecuted the same as his	The and countary act and deed,	for the uses and purposes therein	set forth.	
TATE OF OKLAHOMA  County of Before me, the undersigned, a Notary Public, in and for said County and State, on this day of mechanisms with EMEREOF, I have hereunto set my official signature and affixed my official seal the day and year last above written.  Notary Public  TATE OF OKLAHOMA  SS  (Individual Acknowledged to me that necessary with the same as free and voluntary act and deed, for the uses and purposes therein set forth.  Notary Public  TATE OF OKLAHOMA  SS  (Individual Acknowledgement)  SSATATE OF OKLAHOMA  SS  (Individual Acknowledgement)  STATE OF OKLAHOMA  SS  (Individual Acknowledgement)  Notary Public  TOTALE OF OKLAHOMA  SS  (Individual Acknowledgement)  Notary Public  TOTALE OF OKLAHOMA  TOTALE OF OKLAHOMA  SS  (Individual Acknowledgement)  STATE OF OKLAHOMA  TOTALE OF OKLAHOMA	IN WITNESS WHEREOF, I have	reunto set my official signature and	affixed my official seal the day and	l year last above written.	
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Dounty of	ly commission expires:	IN AND FOR		Not	ary Public
Dounty of		ALAHO CO			
County of					
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Denty of	TATE OF OKLAHOMA				
Before me, the undersigned, a Notary Public, in and for said County and State, on this	'ounty of	SS	(Individual A	cknowledgment)	
one known to be the identical personwho executed the within and foregoing instrument, and acknowledged to me that	Before me, the undersigned, a Not	ary Public, in and for said County and	State, on this day of _		
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County of				Not	tary Public
Before me, the undersigned, a Notary Public, in and for said County and State, on this	STATE OF OKLAHOMA	<b>\</b>			
who executed the within and foregoing instrument, and acknowledged to me that		<b>&gt;</b> \$8	(Individual A	cknowledgment)	
to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that recented the same as free and voluntary act and deed, for the uses and purposes therein set forth.  IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year last above written.  My commission expires: Notary Public Notary Public Notary Public and for said County and State, on this day of	County of	J	·	_	
Executed the same as free and voluntary act and deed, for the uses and purposes therein set forth.  IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year last above written.  My commission expires: Notary Public	Before me, the undersigned, a Not	tary Public, in and for said County and	State, on this day of _	_	
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STATE OF OKLAHOMA EW ADDIT ss AL LAND (Corporation Acknowledgment)  County of	Before me, the undersigned, a Not personally appeared	tary Public, in and for said County and	State, on this day of and foregoing instrument, and ac	knowledged to me that _	
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free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.  IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year last above written.  Wy commission expires:	Before me, the undersigned, a Not personally appeared	ary Public, in and for said County and  m who executed the within  free and voluntary act and deed, hereunto set my official signature and  ADDIT ss VAL L  tary Public, in and for said County and	State, on this day of and foregoing instrument, and ac , for the uses and purposes therein affixed my official seal the day and (Corporation A day of day of day of day of day of day of	knowledged to me that _ set forth. d year last above written  No  Acknowledgment)	tary Public
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(MINALA LIDIN)	Before me, the undersigned, a Not personally appeared	ADDIT ss ALL tary Public, in and for said County and hereunto set my official signature and tary Public, in and for said County and tary Public, in an and tary Public, in an	and foregoing instrument, and act, for the uses and purposes therein affixed my official seal the day and act of the uses and purposes therein affixed my official seal the day and act of the uses and purposes therein affixed my official seal the day and act of the uses therein set forth.	knowledged to me that _ set forth. d year last above written  No  Acknowledgment)  he within and foregoin  free and voluntary	tary Public  g instrument as y act and deed, as t

FORM 88-390 - (Prod. Pooling)(Oklahoma)(640 Shut-In) (Paid-up)(Revised 1963) SD-NFG-BI. Royalty Copyright© by BURKHART'S Legal Forms (Since 1908) - Tulsa, OK OIL AND GAS LEASE (PAID UP) AGREEMENT, Made and entered into this 2006 day of October 0 Joe David King by and between 1533 S. 5th McAlester, OK 74501 , party of the first part, hereinafter called lessor (whether one or more), and Mark S. Deason, Rt. 4 Box 229, McAlester, OK 74501 party of the second part, hereinafter called lessee. WITNESSETH, That the said lessor, for and in consideration of \*\*\*Ten and more\*\*\* DOLLARS. cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of the said lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the said lessee, for the sole and only purpose of exploring by geophysical and other methods, mining and operating for oil (including but not limited to distillate and condensate), gas (including casing-head gas and helium and all other constituents), and for laying pipe lines, and building tanks, power stations and structures thereon, to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situated in the County of HUGHES State of Oklahoma, described as follows, to-wit: S/2 NW/4 and SW/4 , Township \_\_ 5 NORTH , Range 10 FAST, and containing 240.00 acres, more or less. Three (3) It is agreed that this lease shall remain in force for a term of \_ years from date (herein called primary term) and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee. In consideration of the premises the said lessee covenants and agrees: 1st. To deliver to the credit of lessor free of cost, in the pipe line to which it may connect its wells, the \_(including but not limited to condensate and distillate) produced and saved from the leased premises. 3/16ths part of all oil 2nd. To pay lessor for gas of whatsoever nature or kind (with all of its constituents) produced and sold or used off the leased premises, or used in the manufacture of products therefrom, \_ 3/16ths of the gross proceeds received for the gas sold, used off the premises, 3/16ths or in the manufacture of products therefrom, but in no event more than of the actual amount received by the lessee, said payments to be made monthly. During any period (whether before or after expiration of the primary term hereof) when gas is not being so sold or used and the well or wells are shut in and there is no current production of oil or operations on said leased premises sufficient to keep this lease in force, lessee shall pay or tender a royalty of One Dollar (\$1.00) per year per net royalty acre retained hereunder, such payment or tender to be made, on or before the anniversary date of this lease next ensuing after the expiration of ninety (90) days from the date such well is shut in and thereafter on the anniversary date of this lease during the period such well is shut in, to the royalty owners. When such payment or tender is made it will be considered that gas is being produced within the meaning of the entire lease. 3rd. To pay lessor for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas, 3/16ths of the gross proceeds, at the mouth of the well, received by lessee for the gas during the time such gas shall be used, said payments to be made monthly.

If the lessee shall commence to drill a well or commence reworking operations on an existing well within the term of this lease or any extension thereof, or on acreage pooled therewith, the lessee shall have the right to drill such well to completion or complete reworking operations with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned. 3/16ths Lessee is hereby granted the right at any time and from time to time to unitize the leased premises or any portion or portions thereof, as to all strata or any stratum or strata, with any other lands as to all strata or any stratum or strata, with any other lands as to all strata or any stratum or strata, for the production primarily of gas with or without distillate. However, no unit for the production primarily of oil shall embrace more than 40 acres, or for the production primarily of gas with or without distillate more than 640 acres, provided that if any governmental regulation shall prescribe a spacing pattern for the development of the field or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so prescribed or as may be used in such allocation of allowable. Lessee shall file written unit designations in the county in which the leased premises are located. Operations upon and production from the unit shall be treated as if such operations were upon or such production were from the leased premises whether or not the well or wells are located thereon. The entire acreage within a unit shall be treated for all purposes as if it were covered by and included in this lease except that the royalty on production from the unit shall be as below provided, and except that in calculating the amount of any shut in gas royalties, only the part of the acreage originally leased and then actually embraced by this lease shall be counted. In respect to production from the unit, Lessee shall pay Lessor, in lieu of other royalties thereon, only such proportion of the royalties 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 in the unit.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided shall be paid to the lessor only in the proportion which his interest bears to the whole and undivided fee. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells of lessor. When requested by the lessor, lessee shall bury his pipe lines below plow depth.

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

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

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and cascing. remove casing. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns. However, no change or division in ownership of the land or royalties shall enlarge the obligations or diminish the rights of Lessee. No change in the ownership of the land or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof. In case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules and Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or such failure is the result of any such Law, Order, Rule or Regulation. This lease shall be effective as to each lessor on execution hereof as to his or her interest and shall be binding on those signing, notwithstanding some of the lessors above named may not join in the execution hereof. The word "Lessor" as used in this lease means the party or parties who execute this lease as Lessor, although not named above. Lessee may at any time and from time to time surrender this lease as to any part or parts of the leased premises by delivering or mailing a release thereof to lessor, or by placing a release of record in the proper County.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor by payment any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof. IN TESTIMONY WHEREOF, we sign this the 2006 2nd October day of \_ David King

Lesson

Note: We have omitted the 'Title Box' normally located on the back of our forms, in order to provide additional space for stamps and seals by County Clerks.

To avoid additional filing fees for nonconforming instruments, do not write or stamp in any margin of forms which will be filed. (HB 2011)

STATE OF OKLAHOMA	(Individual A	cknowledgment)	
County of PITTSBURG  Refore me the undersigned a Notary Public in and family County			
Before me, the undersigned, a Notary Public, in and for said County and Separated Joe David King		October	, <u>2006</u> _,
to me known to be the identical person who executed the within ar	nd foregoing instrument, and ack	mowledged to me that	ne
executed the same as <u>his</u> free and voluntary act and deed, for IN WITNESS WHEREOF, I have hereunto set my official signature and af	or the uses and purposes therein s	set forth.	
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My commission express Motary Public State of Oklahoma	1 Jac UN	M / WWW.	Public
Commission # 05010696 Pittsburg Co., Oklahoma			
Commission Exp. 11-21-09			
STATE OF OKLAHOMA			
County of		knowledgment)	
Before me, the undersigned, a Notary Public, in and for said County and Starpersonally appeared	ate, on this day of		
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	mos my official soul the day and	year last above written.	
My commission expires:		Notary	Public
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STATE OF OKLAHOMA STATE OF OKLAHOMA	/T., Jt. + 1		
County of		knowledgment)	
Before me, the undersigned, a Notary Public, in and for said County and Sta personally appeared	te, on this day of		
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My commission expires:		Notary	Public
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STATE OF OKLAHOMA VIEW ADDITIONAL L	(Corporation Aci	knowledgment)	
County of			
personally appeared	te, on this day of	15.1.	
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