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containing ---- acres, more or less, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas, and other minerals, 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 sale 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 interest 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 owner of a similar undivided interest in and to the lands described and Grantee one of the lessors therein.

Grantor agrees to execute such further assurances as may be requisite for the full and complete enjoyment of the rights herein granted and likewise agrees 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 and privileges, and appurtenances thereunto or in any wise belonging to the said Grantee herein His heirs, successors, personal representatives, administrators, executors, and assigns forever, and Grantor does hereby warrant said title to Grantee, His heirs, executors, administrators, personal representatives, successors and assigns forever and do hereby agree to defend all and singular the said property unto the said Grantee herein, His heirs, successors, executors, personal representatives, and assigns against every person whomsoever claiming or to claim the same or any part thereof.

WITNESS My hand this 6th day of September, 1941.

Mary J. Kenegy

State of Illinois, County of Jo Daviess, ss:

Before me, the undersigned, a Notary Public, in and for said County and State on this 6th day of September, 1941, personally appeared Mary J. Kenegy and--- to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her 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.

My commission expires Aug 22, -44. John W. Stephenson, Notary Public.

(Notarial Seal)

DOCUMENTARY
United States Internal Revenue
Date 9-6-41
Amount $1.10
Cancel MJK

0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0---0-0-

11. ADDITIONAL BOND OF TRUSTEE

R. B. McFadden; et al; To: The Aetna Casualty and Surety Company

State of Oklahoma, Oklahoma County, ss:

This instrument was filed for record Sep 19, 1941, at 3:05 PM, and recorded in Book 474, at Page 517.

Helen Nix, County Clerk Fee $1.25 By Cunningham, Deputy

Brown Ringer

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UNOFFICIAL

BOND PRINTING COMPANY

THE AETNA CASUALTY AND SURETY COMPANY

HARTFORD, CONNECTICUT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, D. E. Malone, R. B. McFadden and Forrest G. Dellinger, as Principals, and THE AETNA CASUALTY AND SURETY COMPANY OF HARTFORD, CONNECTICUT, as Surety, are held and firmly bound unto D. E. Malone and Rae Malone Hess, and the heirs of the body of Rae Malone Hess in the sum of Thirty Eight Hundred and No/100 ($3800.00) Dollars, to be paid to the said D. E. Malone, Rae Malone Hess and the heirs of the body of Rae Malone Hess, as their interests appear under the terms and conditions of the Last Will and Testament of Flora I. Malone, deceased, and to their executors, administrators and personal representatives.

For which payment well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, by these presents.

SIGNED AND SEALED this 8th day of August, 1941.

The condition of this obligation is such that,

WHEREAS, Flora I. Malone, by the terms and conditions of her Last Will and Testament, which has been duly admitted to probate in the County Court of Oklahoma County, State of Oklahoma, gave, devised and bequeathed all of her property, real, personal and mixed, of which she died seized or possessed, to the said D. E. Malone, R. B. McFadden, Forrest G. Dellinger, in trust for the use and benefit of D. E. Malone, Rae Malone Hess, and the heirs of the body of Rae Malone Hess, said trust estate to be administered according to the terms and conditions of said Will.

AND WHEREAS, it is provided, among other things, in the said Will that the said Trustees, before title and possession of said property shall pass to them, shall execute a good and sufficient joint bond as principals, with a solvent surety company as surety, payable to beneficiaries of the trust estate created by the said Last Will and Testament, in a sum equal to the value of the personal property of said trust estate; and, whereas, the value of the personal property of said trust estate does not exceed the sum of Sixty Eight Thousand Eight Hundred and No/100 ($68,800.00)Dollars.

AND, WHEREAS, the County Court of Oklahoma County has made and entered a final order and decree of distribution and discharge passing possession and title to all of the property real, personal and mixed, to the said Trustees, Principals herein, upon their giving a good and sufficient bond, as provided for in said Last Will and Testament.

NOW, THEREFORE, if the said Principals, as trustees of the trust estate created by the Last Will and Testament of Flora I. Malone, deceased, shall faithfully perform the duties of said trust as such trustees, and faithfully account for funds coming in to their hands as such trustees, all according to the terms and conditions of the said Will, then the above obligation is to be void. Otherwise, to remain in full force and effect.

Signed, sealed and delivered this 8th day of August, 1941.

R. B. McFadden
Principal
Forrest G. Dellinger
Principal
D. E. Malone
Principal

(Corporate Seal)

THE AETNA CASUALTY AND SURETY COMPANY
By H. H. Craig

Resident Vice President

Attest:

S. F. Cox,

Resident Ass't Secretary

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