

IN THE CIRCUIT COURT FOR THE SECOND JUDICIAL CIRCUIT  
WHITE COUNTY, CARMi, ILLINOIS

PEOPLES NATIONAL BANK, N.A., a National Bank, )

PLAINTIFF, )

VS. )

EVERGREEN ENERGY, L.L.C., a dissolved )

Limited Liability Corporation, et al., )

No. 2017-LM-28

DEFENDANTS. )

And )

GRAND RIVERS COMMUNITY BANK, an Illinois )

Banking Corporation, )

PETITIONER. )

EXHIBIT 11

Compl under provisions of pro-  
cess... Section 4, Real  
Estate Transfer Act.  
mm  
Lub 01-21-02

State of Illinois } SS NO. 244  
White County }  
This instrument was filed for record  
the 22 day of Jan 2002 at  
9:20 o'clock AM and recorded in  
Vol. 407 of Books Page 41-42

Paula Doria  
County Clerk and Reporter  
White County, IL

THIS SPACE FOR RECORDING

**WARRANTY DEED**

THIS INDENTURE WITNESSETH, That the Grantors, DALE FRANKLIN FRASHIER and JANICE ANN FRASHIER, 215 S. 6<sup>th</sup> St., Carmi, Illinois, for and in consideration of One Dollar (\$1.00) and other good and valuable considerations in hand paid, CONVEY AND WARRANT to DALE FRANKLIN FRASHIER and JANICE ANN FRASHIER, Irrevocable Trust dated the 21<sup>st</sup> day of JAN, 2002, the following described real estate to-wit:

A part of the North East Fourth of the North West Quarter of Section Twelve (12), Township Six (6) South, Range Nine (9) East of the Third Principal Meridian, in White County, Illinois, described as follows: Beginning at the Southeast corner of said North East Fourth of the North West Quarter, thence North Fifty (50) rods, thence West Thirty-two (32) rods, thence South Fifty (50) rods, thence East Thirty-two (32) rods to the place of beginning.

VOL. 407 PAGE 041

All of Sub-lot Number Eight (8) and Seven (7) feet off the North side of Sub-lot Number Seven (7) of Lot Number One (1) of the Centennial Subdivision to the City of Carmi, White County, Illinois, as per Plat recorded in Deed Record 58, page 516, in the Recorder's Office of White County, Illinois. SUBJECT to existing restrictions, easements, right-of-ways, roadways, mineral reservations and exceptions and real estate taxes hereafter due and payable.

Situated in White County, Illinois hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Dated this 21<sup>st</sup> day of JAN, 2002.

Deed Vol 407, pg. 41-42

Dale Franklin Frashier  
DALE FRANKLIN FRASHIER

Janice Ann Frashier  
JANICE ANN FRASHIER

STATE OF )  
                  ) SS.  
COUNTY OF )

I, the undersigned, a Notary Public, in and for said County and State aforesaid DO HEREBY CERTIFY that DALE FRANKLIN FRASHIER and JANICE ANN FRASHIER, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered as their free and voluntary act, for the uses and purposes therein set forth including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 21<sup>st</sup> day of JAN, 2002.



M. R. Stanley  
Notary Public

THIS INSTRUMENT WAS PREPARED BY:  
STANLEY LAW OFFICE  
114 S. WALNUT ST.  
P. O. BOX 399  
CARMi, IL 62821  
618/382-7388

VOL. 407 PAGE 042

(Deed, Jan. 02, pg. 44-45, MRS/pap)

IN THE CIRCUIT COURT FOR THE SECOND JUDICIAL CIRCUIT  
WHITE COUNTY, CARMI, ILLINOIS

PEOPLES NATIONAL BANK, N.A., a National Bank, )

PLAINTIFF, )

VS. )

EVERGREEN ENERGY, L.L.C., a dissolved )

Limited Liability Corporation, et al., )

No. 2017-LM-28

DEFENDANTS. )

And )

GRAND RIVERS COMMUNITY BANK, an Illinois )

Banking Corporation, )

PETITIONER. )

EXHIBIT 12



ILLINOIS  
11/5/03  
453647  
RD  
28

State of Illinois } SS NO. 3510  
White County }  
This instrument was filed for record  
the 5 day of Nov 2003 at  
1:20 o'clock P.M. and recorded in  
Vol. 419 of DEEDS Page 247-248

Paula Doria  
County Clerk and Recorder  
White County, IL

419 247

White County  
Real Estate Transfer  
Tax 10.00

THIS SPACE FOR RECORDING

CORPORATE WARRANTY DEED

THIS INDENTURE WITNESSETH, That the Grantor, NEAL DEVELOPMENT, INC., for and in consideration of One Dollar (\$1.00) and other good and valuable consideration in hand paid, CONVEYS AND WARRANTS to GARY EVANS, the following described real estate:

Lots Number Twelve (12), Thirteen (13), Fourteen (14) and Fifteen (15) of Colony West Subdivision Number Two (2) and Lot Number Thirty-five (35) of Colony West Subdivision Number One (1), being a part of the South Half of the South West Quarter of Section Seventeen (17), Township Five (5) South, Range Nine (9) East of the Third Principal Meridian, in White County, Illinois, as per Plat recorded in Deed Record 267, page 662 in the Recorder's Office of White County, Illinois.

Tract II - Lots Number One (1), Two (2), and Three (3) of Colony West Subdivision Number Two (2), being a part of the South Half of the South West Quarter of Section Seventeen (17), Township Five (5) South, Range Nine (9) East of the Third Principal Meridian, in White County, Illinois, as per Plat recorded in Deed Record 267, page 662 in the Recorder's Office of White County, Illinois.

SUBJECT to easements, right-of-ways, roadways and real estate taxes hereafter due and payable.

Situated in White County, Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

The preparer of this Deed has not examined title and thus makes no representation as to the condition of the title.

Deed Vol #419, Pg. 247-248

Dated this 27<sup>th</sup> day of Oct, 2003.

NEAL DEVELOPMENT, INC.

By: John Neal  
John Neal, President

ATTEST:

John Neal  
John Neal, Secretary

BOOK 419 PAGE 248

STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF WHITE )

I, the undersigned, a Notary Public, in and for said County and State aforesaid DO HEREBY CERTIFY that John Neal, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President and Secretary of Neal Development, Inc., appeared before me this day in person and severally acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act, and as the free and voluntary act of the said corporation, for the uses and purposes therein set forth, pursuant to authority given by the board of directors of said corporation and caused the corporate seal of said corporation to be thereto attached.

Given under my hand and Notarial Seal this 27 day of Oct, 2003.



Michelle Baker  
Notary Public

THIS INSTRUMENT PREPARED BY:  
Mark R. Stanley  
Attorney at Law  
302 W. Robinson Street  
Carmi, IL 62821  
PH: (618) 382-3340  
(Deed-War, p. 403-404/cds)

IN THE CIRCUIT COURT FOR THE SECOND JUDICIAL CIRCUIT  
WHITE COUNTY, CARMI, ILLINOIS

PEOPLES NATIONAL BANK, N.A., a National Bank, )

PLAINTIFF, )

VS. )

EVERGREEN ENERGY, L.L.C., a dissolved )

Limited Liability Corporation, et al., )

No. 2017-LM-28

DEFENDANTS. )

And )

GRAND RIVERS COMMUNITY BANK, an Illinois )

Banking Corporation, )

PETITIONER. )

EXHIBIT 13



State of Illinois } SS NO. 657  
White County }  
This instrument was filed for record  
the 17 day of MARCH, 2004 at  
10:32 o'clock A. M. and recorded in  
Vol. 421 of Deeds Page 315 - 316

*Paula Davis*  
County Clerk and Recorder  
White County, IL

BOOK 421 PAGE 315

White County  
Real Estate Transfer  
Tax 30.00

THIS SPACE FOR RECORDING

**WARRANTY DEED**

THIS INDENTURE WITNESSETH, That the Grantor, GARY L. EVANS, for and in consideration of One Dollar (\$1.00) and other good and valuable considerations in hand paid, CONVEYS AND WARRANTS to J & L PROPERTIES, LLC, all of Grantor's right, title and interest in and to the following described real estate to-wit:

A part of the North West Quarter of Section Eighteen (18), Township Five (5) South, Range Ten (10) East of the Third Principal Meridian, in White County, Illinois, and being more particularly described as follows, to-wit: Commencing at a point of beginning which falls on the North line of said Northwest Quarter of Section Eighteen (18) and is 330 feet West of the Northeast corner of said Quarter Section, thence South 0 degrees 54 minutes 53 seconds East and parallel to the East line of said Quarter Section, 435 feet; thence West and parallel to the north line of said Quarter Section, 100 feet; thence North 0 degrees, 54 minutes, 53 seconds West 435 feet to a point falling on the North line of said Quarter Section; thence East along the Section line 100 feet to the point of beginning and containing 0.9986 acres more or less, as per Plat filed January 3, 1984, recorded in book 281 of Deeds at page 320 in the Recorder's Office of White County, Illinois; and

A part of the North West Quarter of Section Eighteen (18), Township Five (5) South, Range Ten (10) East of the Third Principal Meridian, in White County, Illinois, and being more particularly described as follows, to-wit: Commencing at a point of beginning which falls on the North line of said Northwest Quarter of Section Eighteen (18) and is 455 feet West of the Northeast corner of said Quarter Section, thence South 0 degrees, 54 minutes, 53 seconds East and parallel to the East line of said Quarter Section 435 feet; thence West and parallel to the North line of said Quarter Section 81.88 feet; thence North 0

*Deed Vol #421, Pg. 315-316*



degrees, 54 minutes, 53 seconds West 435 feet to a point falling on the North line of said Quarter Section; thence East along the Section line 81.88 feet to the point of beginning, and containing .8177 acres, more or less;

SUBJECT TO existing restrictions, easements, rights-of-way, roadways, mineral reservations and exceptions and real estate taxes hereafter due and payable.

Situated in White County, Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

The preparer of this Deed has not examined title and thus makes no representation as to the condition of the title.

Dated this 12<sup>th</sup> day of March, 2004.

Gary L. Evans  
GARY L. EVANS

STATE OF Illinois )  
                                  ) SS.  
COUNTY OF White )

I, the undersigned, a Notary Public, in and for said County and State aforesaid DO HEREBY CERTIFY that GARY L. EVANS is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered as his free and voluntary act, for the uses and purposes therein set forth including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 12<sup>th</sup> day of March, 2004.

Christine A. Totten  
Notary Public



THIS DOCUMENT PREPARED BY:  
Mark R. Stanley  
302 W. Robinson Street  
Carmi, IL 62821  
Ph: (618) 382-3340  
(Deed-War p. 454-455/cds)



IN THE CIRCUIT COURT FOR THE SECOND JUDICIAL CIRCUIT  
WHITE COUNTY, CARMi, ILLINOIS

PEOPLES NATIONAL BANK, N.A., a National Bank, )

PLAINTIFF, )

VS. )

EVERGREEN ENERGY, L.L.C., a dissolved )

Limited Liability Corporation, et al., )

No. 2017-LM-28

DEFENDANTS. )

And )

GRAND RIVERS COMMUNITY BANK, an Illinois )

Banking Corporation, )

PETITIONER. )

EXHIBIT 14

EXEMPT UNDER 35ILCS 200/31-45  
PARAGRAPH E OF THE REAL ESTATE  
TRANSFER TAX ACT.  
3-11-24 Christine A. Miller  
DATE BUYER, SELLER,  
REPRESENTATIVE

State of Illinois } SS NO. 656  
White County }  
This instrument was filed for record  
the 17 day of March 2024 at  
10:30 o'clock AM and recorded in  
Vol. 421 of Books Page 313-314

Paula Doria  
County Clerk and Record  
White County, IL

THIS SPACE FOR RECORDING

QUIT-CLAIM DEED

THIS INDENTURE WITNESSETH, That the Grantor, DENITA EVANS for and in consideration of the sum of One Dollar (\$ 1.00) and other good and valuable considerations in hand paid, CONVEYS and QUIT-CLAIMS to GARY L. EVANS all of Grantor's right, title and interest in and to the following described real estate, to-wit:

A part of the North West Quarter of Section Eighteen (18), Township Five (5) South, Range Ten (10) East of the Third Principal Meridian, in White County, Illinois, and being more particularly described as follows, to wit: Commencing at a point of beginning which falls on the North line of said Northwest Quarter of Section Eighteen (18) and is 455 feet West of the Northeast corner of said Quarter Section, thence South 0 degrees 54 minutes 53 seconds East and parallel to the East line of said Quarter Section 435 feet; thence West and parallel to the North line of said Quarter Section 81.88 feet; thence North 0 degrees 54 minutes 53 seconds West 435 feet to a point falling on the North line of said Quarter Section; thence East along the Section line 81.88 feet to the point of beginning, and containing .8177 acres, more or less.

SUBJECT TO existing restrictions, easements, right-of-ways, roadways, mineral reservations and exceptions and real estate taxes hereafter due and payable;

Situated in White County, Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

The preparer of this Deed has not examined title and thus makes no representation as to the condition of the title.

Deed Vol #421, Pg. 313-314

Dated this 12<sup>TH</sup> day of March, 2004.

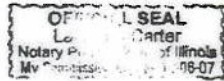
Denita Evans  
DENITA EVANS

STATE OF Illinois )  
                                  ) ss.  
COUNTY OF White )

I, the undersigned, a Notary Public, in and for said County and State aforesaid DO HEREBY CERTIFY THAT DENITA EVANS is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 11<sup>th</sup> day of March, 2004.

Lawn Ann Carter  
Notary Public



THIS DOCUMENT PREPARED BY:  
Mark R. Stanley  
302 W. Robinson Street  
Carmi, IL 62821  
Ph: (618) 382-3340  
(deed-qcd, p. 200-201/cds)

IN THE CIRCUIT COURT FOR THE SECOND JUDICIAL CIRCUIT  
WHITE COUNTY, CARMI, ILLINOIS

PEOPLES NATIONAL BANK, N.A., a National Bank, )

PLAINTIFF, )

VS. )

EVERGREEN ENERGY, L.L.C., a dissolved )

Limited Liability Corporation, et al., )

No. 2017-LM-28

DEFENDANTS. )

And )

GRAND RIVERS COMMUNITY BANK, an Illinois )

Banking Corporation, )

PETITIONER. )

EXHIBIT 15



# RECORD SHEET

Case No. 04-cH-5

Nature of Case FORCLOSURE- OIL AND GAS LIEN

**KEROGEN RESOURCES, INC**

Attorneys:

vs

**MARK STANLEY**

~~ROBERT H ROBINSON~~  
~~LELAND GROVE~~  
~~MARTHA GROVE~~  
 BOATMAN'S BANK  
 A/C A.G. HOCKING DRILLING CO, INC  
 WILLIAM N GILMORE, RICHARD FURMAN  
 HARRIET FURMAN, DAVID I MCGRATH, JR

CRAIG HEDIN  
 C,B,C,H., B, AND MCDONALD  
 MT VERNON, IL

BASIN WELL SERVICE AND COUNTRYMARK COOPERATIVE				COSTS
DATE	JUDGE AND	REPORTER		
17	04		COMPLAINT TO ESTABLISH AND FORECLOSE AN OIL AND GAS LIEN  (NINE COUNTS) FILED	\$ 105.00
27	04		SUMMONS ISSUED ( COUNTRY MARK) <i>Martha Grove, Leland Grove, Basin Well Serv., Boatman Bank, B</i> PLAINTIFFS MOTION TO DISMISS PARTY DEFENDANT, ROBERT H ROBINSON,	
30	04		FILED <i>Summons returned, filed otherwise.</i> ANSWER OF DEF. COUNTRYMARK COOP TO PLAINTIFF'S <i>Countrymark</i>	\$ 135.00 \$ 80.00 pd
3	04		COMPLAINT FILED	
3	04		ORDER ENTERED	
3	04		MOTION TO DISMISS PARTY DEF-LELAND GROVE AND MARTHA GROVE  FILED .	
5	10	04	ORDER ENTERED	
16	04		AFFIDAVIT FOR SERVICE BY PUBLICATION FILED	
6	24	04	CERTIFICATE OF MAILING NOTICE BY PUBLICATION FIELD	
8	4	04	<i>Judgment entered 8/4/04 - Publication Certificate filed</i>	\$ 686.70
12	08	04	ORDER OF SALE ENTERED - <i>Motion filed (12/8/04)</i>	
12	10	04	NOTICE OF SALE FILED (1/26/05 at 9:00 A M)	
1	26	05	<i>KGI</i> Attorney Mark Stanley appears to advise he will send orders as he doesn't have Publication Certificate yet	







IN THE CIRCUIT COURT OF THE SECOND JUDICIAL CIRCUIT

WAYNE COUNTY, ILLINOIS

KEROGEN RESOURCES, INC., )

Plaintiff, )

Vs. )

No. 04-CH-5

~~ROBERT H. ROBINSON,~~ )

~~LELAND GROVE, MARTHA GROVE,~~ )

~~BOATMAN'S BANK,~~ )

A/C A. G. HOCKING DRILLING CO., INC., )

~~WILLIAM N. GILMORE, RICHARD FURMAN,~~ )

~~HARRIET FURMAN, DAVID J. MCGRATH, JR.,~~ )

~~BASIN WELL SERVICE and~~ )

~~COUNTRYMARK COOPERATIVE, LLC.~~ )

Defendants. )

FILED  
MAR 17 2004

*Sharon J. ...*  
CIRCUIT CLERK, WAYNE CO., IL

**COMPLAINT TO ESTABLISH AND FORECLOSE AN OIL AND GAS LIEN**

**Count I**

Now comes Plaintiff, Kerogen Resources, Inc., by and through its Attorney, Mark R. Stanley, and for its cause of action against the Defendants, Robert H. Robinson, Leland Grove and Martha Grove and their successors and assigns and unknown owners, and any person unknown to Claimant claiming any interest through Debtors in the oil and gas leasehold on the premises hereinafter described, do state and allege the following:

1. That Plaintiff's address is 1237 County Road 1500N, Carmi, IL 62821.
2. Upon information and belief, Defendants, Robert H. Robinson, Leland Grove and Martha Grove are the owners of a working interest in the oil and gas leasehold described as follows:  
  
See Exhibit A
3. That Plaintiff is the operator of the leasehold premises described above and as such operator has been responsible for paying all the costs and expenses in order to produce the

oil sold from said leasehold premises during the dates hereinafter mentioned.

4. The Defendants have failed, neglected, refused and continues to fail, neglect and refuse to pay their proportionate part of the costs and expenses of development, production of sale of oil from all liens and in order to protect Plaintiff's interest and the interest of the working interest owners, Plaintiff has performed services, paid costs and expenses, supplied and equipped the leaseholds for the development, production and sale of oil with the consent and to the benefit of all the working interest owners. That all such services, costs and expenses, supplies and equipment were necessary and usual in the operation of the leasehold estates. The Defendant's proportionate share of such services, costs and expenses, supplies and equipment through June of 2003 is:

Robert H. Robinson	\$ 341.12
--------------------	-----------

Leland Grove	\$ 170.56
Martha Grove	

5. That on or about September 30, 2003, Plaintiff herein recorded a Claim for Statutory Oil and Gas Lien against the interest of Defendants and their successors, which was filed in accordance with and pursuant to the Illinois Oil and Gas Lien Act, which lien is recorded in Oil and Gas Lien Record Book 3 at pages R, G, H, F, Mc and B, File #7167 in the Recorder's Office of Wayne County, Illinois, a copy of which is attached as Exhibit "F".
6. That Plaintiff, as operator of the said leasehold, will be required to continue to furnish services, pay costs and services, supply and equip said leasehold unless Defendants pay their proportionate part of said costs.
7. That the Defendant, Countrymark Cooperative, LLP is purchasing the oil from said premises and is made a party hereto to answer to its interest herein.



8. The Court should take an accounting between the parties hereto and declare a lien in favor of Plaintiff and against the Defendants, said Defendants being the owner of interest in said leasehold estate. That the Defendant, Countrymark Cooperative, LLP, be ordered to pay the monies impounded and arising out of the purchasing of oil by said Defendants herein toward the satisfaction of said lien and in the event said monies are not sufficient to satisfy the lien of the Plaintiff, that the Court order and decree a foreclosure against said lien, unless the same be speedily discharged. That the Court order the Defendant, Countrymark Cooperative, LLP to impound any monies now in its hands, or hereafter coming into its hands which have accrued or which shall accrue to the credit of the respective interest of said Defendant.
9. That Plaintiff should receive interest at the legal rate since the filing of the Statutory Oil and Gas Lien above described.
10. Plaintiff should receive reasonable Attorney's fees and costs herein.

WHEREFORE, Plaintiff prays an Order, Judgment or Decree as follows:

- A. That an accounting be had between Plaintiff and Defendants with reference to the expenditures made by the Plaintiff as operator on behalf of the interest owned by Defendants in said leasehold.
- B. That a lien in the amount so found due to Plaintiff be declared against the interest of said Defendant in said respective leasehold and the proceeds from the sale of oil and gas insuring to the credit of the respective interest of said Defendants.
- C. That said Defendants be ordered and decreed to pay to Plaintiff whatever sums may appear to be due upon the taking of said account and all the costs of said proceeding, including reasonable attorney's fees by a short day to be fixed by the Court.

- D. That in default of such payment within the time so to be fixed by the Court that the Defendant, Countrymark Cooperative, LLP, may be ordered and decreed to pay to Plaintiff so much of the funds which it has impounded to the credit of the interest of said Defendants, and arising from the sale of oil purchased by it from said leasehold as is necessary to pay and discharge the amount so found to be due from the said Defendant.
- E. That default of such payment within the time so to be fixed by the Court, and in the event the impounded funds in the hands of the purchaser of the oil are not sufficient to satisfy the lien of the Plaintiff, that said lien may be foreclosed, the interest of said Defendants may be sold under the order and direction of this Court to satisfy the amount so found to be due to the Plaintiff and the costs of this proceeding.
- F. That in case of such sale and failure to redeem therefrom pursuant to law that the said Defendant owning interest in said leasehold and all persons claiming by, through or under them subsequent to the commencement of this suit, may be forever barred and foreclosed of every right and equity of redemption in the Defendant's interest in said leasehold estate and property.
- G. That in the event the proceeds from the impounded funds in the hands of the purchaser of the oil from said leasehold and the proceeds arising from such sale of the respective interest of the Defendants in said leasehold estate and the property thereon shall be insufficient to satisfy in full the costs of this proceeding in the amount found to be due Plaintiff by said Defendants then the Court shall enter a Deficiency Judgment for the unpaid balance against the delinquent Defendants.
- H. That Plaintiff may have such other and further relief from the premises as may be just and equitable in the premises.



KEROGEN RESOURCES, INC.

By: 

Gary Evans

**Count II**

Now comes Plaintiff, Kerogen Resources, Inc., by and through its Attorney, Mark R. Stanley, and for its cause of action against the Defendants, Robert H. Robinson, Boatman's Bank, A/C A. G. Hocking Drilling Company, Inc., Leland Grove and Martha Grove and their successors and assigns and unknown owners, and any person unknown to Claimant claiming any interest through Debtors in the oil and gas leasehold on the premises hereinafter described, do state and allege the following:

1. That Plaintiff's address is 1237 County Road 1500N, Carmi, IL 62821.
2. Upon information and belief, Defendants, Robert H. Robinson, Boatman's Bank, A/C A. G. Hocking Drilling Company, Inc., Leland Grove and Martha Grove are the owners of a working interest in the oil and gas leasehold described as follows:  
  
See Exhibit B
3. That Plaintiff is the operator of the leasehold premises described above and as such operator has been responsible for paying all the costs and expenses in order to produce the oil sold from said leasehold premises during the dates hereinafter mentioned.
4. The Defendants have failed, neglected, refused and continues to fail, neglect and refuse to pay their proportionate part of the costs and expenses of development, production of sale of oil from all liens and in order to protect Plaintiff's interest and the interest of the working interest owners, Plaintiff has performed services, paid costs and expenses, supplied and

equipped the leaseholds for the development, production and sale of oil with the consent and to the benefit of all the working interest owners. That all such services, costs and expenses, supplies and equipment were necessary and usual in the operation of the leasehold estates. The Defendant's proportionate share of such services, costs and expenses, supplies and equipment through June of 2003 is:

Robert H. Robinson	\$ 341.12
Boatman's Bank, A/C A. G. Hocking Drilling Co., Inc.	\$ 341.12
Leland Grove Martha Grove	\$ 170.56

5. That on or about September 30, 2003, Plaintiff herein recorded a Claim for Statutory Oil and Gas Lien against the interest of Defendants and their successors, which was filed in accordance with and pursuant to the Illinois Oil and Gas Lien Act, which lien is recorded in Oil and Gas Lien Record Book 3 at pages R, G, H, F, Mc and B, File #7167 in the Recorder's Office of Wayne County, Illinois, a copy of which is attached as Exhibit "F".
6. That Plaintiff, as operator of the said leasehold, will be required to continue to furnish services, pay costs and services, supply and equip said leasehold unless Defendants pay their proportionate part of said costs.
7. That the Defendant, Countrymark Cooperative, LLP is purchasing the oil from said premises and is made a party hereto to answer to its interest herein.
8. The Court should take an accounting between the parties hereto and declare a lien in favor of Plaintiff and against the Defendants, said Defendants being the owner of interest in said leasehold estate. That the Defendant, Countrymark Cooperative, LLP, be ordered to pay

the monies impounded and arising out of the purchasing of oil by said Defendants herein toward the satisfaction of said lien and in the event said monies are not sufficient to satisfy the lien of the Plaintiff, that the Court order and decree a foreclosure against said lien, unless the same be speedily discharged. That the Court order the Defendant, Countrymark Cooperative, LLP to impound any monies now in its hands, or hereafter coming into its hands which have accrued or which shall accrue to the credit of the respective interest of said Defendant.

9. That Plaintiff should receive interest at the legal rate since the filing of the Statutory Oil and Gas Lien above described.
10. Plaintiff should receive reasonable Attorney's fees and costs herein.

WHEREFORE, Plaintiff prays an Order, Judgment or Decree as follows:


- A. That an accounting be had between Plaintiff and Defendants with reference to the expenditures made by the Plaintiff as operator on behalf of the interest owned by Defendants in said leasehold.
- B. That a lien in the amount so found due to Plaintiff be declared against the interest of said Defendant in said respective leasehold and the proceeds from the sale of oil and gas insuring to the credit of the respective interest of said Defendants.
- C. That said Defendants be ordered and decreed to pay to Plaintiff whatever sums may appear to be due upon the taking of said account and all the costs of said proceeding, including reasonable attorney's fees by a short day to be fixed by the Court.
- D. That in default of such payment within the time so to be fixed by the Court that the Defendant, Countrymark Cooperative, LLP, may be ordered and decreed to pay to Plaintiff so much of the funds which it has impounded to the credit of the interest of said



Defendants, and arising from the sale of oil purchased by it from said leasehold as is necessary to pay and discharge the amount so found to be due from the said Defendant.

- E. That default of such payment within the time so to be fixed by the Court, and in the event the impounded funds in the hands of the purchaser of the oil are not sufficient to satisfy the lien of the Plaintiff, that said lien may be foreclosed, the interest of said Defendants may be sold under the order and direction of this Court to satisfy the amount so found to be due to the Plaintiff and the costs of this proceeding.
- F. That in case of such sale and failure to redeem therefrom pursuant to law that the said Defendant owning interest in said leasehold and all persons claiming by, through or under them subsequent to the commencement of this suit, may be forever barred and foreclosed of every right and equity of redemption in the Defendant's interest in said leasehold estate and property.
- G. That in the event the proceeds from the impounded funds in the hands of the purchaser of the oil from said leasehold and the proceeds arising from such sale of the respective interest of the Defendants in said leasehold estate and the property thereon shall be insufficient to satisfy in full the costs of this proceeding in the amount found to be due Plaintiff by said Defendants then the Court shall enter a Deficiency Judgment for the unpaid balance against the delinquent Defendants.
- H. That Plaintiff may have such other and further relief from the premises as may be just and equitable in the premises.

KEROGEN RESOURCES, INC.

By:   
Gary Evans

### Count III

Now comes Plaintiff, Kerogen Resources, Inc., by and through its Attorney, Mark R. Stanley, and for its cause of action against the Defendant, William N. Gilmore, and his successors and assigns and unknown owners, and any person unknown to Claimant claiming any interest through Debtors in the oil and gas leasehold on the premises hereinafter described, do state and allege the following:

1. That Plaintiff's address is 1237 County Road 1500N, Carmi, IL 62821.
2. Upon information and belief, Defendant, William N. Gilmore is the owner of a working interest in the oil and gas leasehold described as follows:

See Exhibit C

3. That Plaintiff is the operator of the leasehold premises described above and as such operator has been responsible for paying all the costs and expenses in order to produce the oil sold from said leasehold premises during the dates hereinafter mentioned.
4. The Defendant, William N. Gilmore, has failed, neglected, refused and continues to fail, neglect and refuse to pay his proportionate part of the costs and expenses of development, production of sale of oil from all liens and in order to protect Plaintiff's interest and the interest of the working interest owners, Plaintiff has performed services, paid costs and expenses, supplied and equipped the leaseholds for the development, production and sale of oil with the consent and to the benefit of all the working interest owners. That all such services, costs and expenses, supplies and equipment were necessary and usual in the operation of the leasehold estates. The Defendant's proportionate share of such services, costs and expenses, supplies and equipment through June of 2003 is:

William N. Gilmore           \$ 111.20

5. That on or about September 30, 2003, Plaintiff herein recorded a Claim for Statutory Oil



and Gas Lien against the interest of Defendant and his successors, which was filed in accordance with and pursuant to the Illinois Oil and Gas Lien Act, which lien is recorded in Oil and Gas Lien Record Book 3 at pages R, G, H, F, Mc and B, File #7167 in the Recorder's Office of Wayne County, Illinois, a copy of which is attached as Exhibit "F".

6. That Plaintiff, as operator of the said leasehold, will be required to continue to furnish services, pay costs and services, supply and equip said leasehold unless Defendant pays his proportionate part of said costs.
7. That the Defendant, Countrymark Cooperative, LLP is purchasing the oil from said premises and is made a party hereto to answer to its interest herein.
8. The Court should take an accounting between the parties hereto and declare a lien in favor of Plaintiff and against the Defendant, William N. Gilmore, said Defendant being the owner of interest in said leasehold estate. That the Defendant, Countrymark Cooperative, LLP, be ordered to pay the monies impounded and arising out of the purchasing of oil by said Defendant herein toward the satisfaction of said lien and in the event said monies are not sufficient to satisfy the lien of the Plaintiff, that the Court order and decree a foreclosure against said lien, unless the same be speedily discharged. That the Court order the Defendant, Countrymark Cooperative, LLP to impound any monies now in its hands, or hereafter coming into its hands which have accrued or which shall accrue to the credit of the respective interest of said Defendant.
9. That Plaintiff should receive interest at the legal rate since the filing of the Statutory Oil and Gas Lien above described.
10. Plaintiff should receive reasonable Attorney's fees and costs herein.


WHEREFORE, Plaintiff prays an Order, Judgment or Decree as follows:

- A. That an accounting be had between Plaintiff and Defendants with reference to the expenditures made by the Plaintiff as operator on behalf of the interest owned by Defendants in said leasehold.
- B. That a lien in the amount so found due to Plaintiff be declared against the interest of said Defendant in said respective leasehold and the proceeds from the sale of oil and gas insuring to the credit of the respective interest of said Defendants.
- C. That said Defendants be ordered and decreed to pay to Plaintiff whatever sums may appear to be due upon the taking of said account and all the costs of said proceeding, including reasonable attorney's fees by a short day to be fixed by the Court.
- D. That in default of such payment within the time so to be fixed by the Court that the Defendant, Countrymark Cooperative, LLP, may be ordered and decreed to pay to Plaintiff so much of the funds which it has impounded to the credit of the interest of said Defendants, and arising from the sale of oil purchased by it from said leasehold as is necessary to pay and discharge the amount so found to be due from the said Defendant.
- E. That default of such payment within the time so to be fixed by the Court, and in the event the impounded funds in the hands of the purchaser of the oil are not sufficient to satisfy the lien of the Plaintiff, that said lien may be foreclosed, the interest of said Defendants may be sold under the order and direction of this Court to satisfy the amount so found to be due to the Plaintiff and the costs of this proceeding.
- F. That in case of such sale and failure to redeem therefrom pursuant to law that the said Defendant owning interest in said leasehold and all persons claiming by, through or under them subsequent to the commencement of this suit, may be forever barred and foreclosed

of every right and equity of redemption in the Defendant's interest in said leasehold estate and property.

- G. That in the event the proceeds from the impounded funds in the hands of the purchaser of the oil from said leasehold and the proceeds arising from such sale of the respective interest of the Defendants in said leasehold estate and the property thereon shall be insufficient to satisfy in full the costs of this proceeding in the amount found to be due Plaintiff by said Defendants then the Court shall enter a Deficiency Judgment for the unpaid balance against the delinquent Defendants.
- H. That Plaintiff may have such other and further relief from the premises as may be just and equitable in the premises.

KEROGEN RESOURCES, INC.

By:   
Gary Evans

**Count IV**

Now comes Plaintiff, Kerogen Resources, Inc., by and through its Attorney, Mark R. Stanley, and for its cause of action against the Defendants, William N. Gilmore, and his successors and assigns and unknown owners, and any person unknown to Claimant claiming any interest through Debtors in the oil and gas leasehold on the premises hereinafter described, do state and allege the following:

1. That Plaintiff's address is 1237 County Road 1500N, Carmi, IL 62821.
2. Upon information and belief, Defendant, William N. Gilmore is the owner of a working interest in the oil and gas leasehold described as follows:

See Exhibit C



3. That Plaintiff is the operator of the leasehold premises described above and as such operator has been responsible for paying all the costs and expenses in order to produce the oil sold from said leasehold premises during the dates hereinafter mentioned.
4. The Defendant has failed, neglected, refused and continues to fail, neglect and refuse to pay his proportionate part of the costs and expenses of development, production of sale of oil from all liens and in order to protect Plaintiff's interest and the interest of the working interest owners, Plaintiff has performed services, paid costs and expenses, supplied and equipped the leaseholds for the development, production and sale of oil with the consent and to the benefit of all the working interest owners. That all such services, costs and expenses, supplies and equipment were necessary and usual in the operation of the leasehold estates. The Defendant's proportionate share of such services, costs and expenses, supplies and equipment through June of 2003 is:

William N. Gilmore                      \$ 685.20

5. That on or about September 30, 2003, Plaintiff herein recorded a Claim for Statutory Oil and Gas Lien against the interest of Defendant and his successors, which was filed in accordance with and pursuant to the Illinois Oil and Gas Lien Act, which lien is recorded in Oil and Gas Lien Record Book 3 at pages R, G, H, F, Mc and B, File #7167 in the Recorder's Office of Wayne County, Illinois, a copy of which is attached as Exhibit "F".
6. That Plaintiff, as operator of the said leasehold, will be required to continue to furnish services, pay costs and services, supply and equip said leasehold unless Defendant pays his proportionate part of said costs.
7. That the Defendant, Countrymark Cooperative, LLP is purchasing the oil from said premises and is made a party hereto to answer to its interest herein.
8. The Court should take an accounting between the parties hereto and declare a lien in favor



of Plaintiff and against the Defendant, William N. Gilmore, said Defendant being the owner of interest in said leasehold estate. That the Defendant, Countrymark Cooperative, LLP, be ordered to pay the monies impounded and arising out of the purchasing of oil by said Defendants herein toward the satisfaction of said lien and in the event said monies are not sufficient to satisfy the lien of the Plaintiff, that the Court order and decree a foreclosure against said lien, unless the same be speedily discharged. That the Court order the Defendant, Countrymark Cooperative, LLP to impound any monies now in its hands, or hereafter coming into its hands which have accrued or which shall accrue to the credit of the respective interest of said Defendant.

9. That Plaintiff should receive interest at the legal rate since the filing of the Statutory Oil and Gas Lien above described.
10. Plaintiff should receive reasonable Attorney's fees and costs herein.

WHEREFORE, Plaintiff prays an Order, Judgment or Decree as follows:

- A. That an accounting be had between Plaintiff and Defendants with reference to the expenditures made by the Plaintiff as operator on behalf of the interest owned by Defendants in said leasehold.
- B. That a lien in the amount so found due to Plaintiff be declared against the interest of said Defendant in said respective leasehold and the proceeds from the sale of oil and gas insuring to the credit of the respective interest of said Defendants.
- C. That said Defendants be ordered and decreed to pay to Plaintiff whatever sums may appear to be due upon the taking of said account and all the costs of said proceeding, including reasonable attorney's fees by a short day to be fixed by the Court.
- D. That in default of such payment within the time so to be fixed by the Court that the Defendant, Countrymark Cooperative, LLP, may be ordered and decreed to pay to Plaintiff

so much of the funds which it has impounded to the credit of the interest of said Defendants, and arising from the sale of oil purchased by it from said leasehold as is necessary to pay and discharge the amount so found to be due from the said Defendant.

- E. That default of such payment within the time so to be fixed by the Court, and in the event the impounded funds in the hands of the purchaser of the oil are not sufficient to satisfy the lien of the Plaintiff, that said lien may be foreclosed, the interest of said Defendants may be sold under the order and direction of this Court to satisfy the amount so found to be due to the Plaintiff and the costs of this proceeding.
- F. That in case of such sale and failure to redeem therefrom pursuant to law that the said Defendant owning interest in said leasehold and all persons claiming by, through or under them subsequent to the commencement of this suit, may be forever barred and foreclosed of every right and equity of redemption in the Defendant's interest in said leasehold estate and property.
- G. That in the event the proceeds from the impounded funds in the hands of the purchaser of the oil from said leasehold and the proceeds arising from such sale of the respective interest of the Defendants in said leasehold estate and the property thereon shall be insufficient to satisfy in full the costs of this proceeding in the amount found to be due Plaintiff by said Defendants then the Court shall enter a Deficiency Judgment for the unpaid balance against the delinquent Defendants.
- H. That Plaintiff may have such other and further relief from the premises as may be just and equitable in the premises.

KEROGEN RESOURCES, INC.

By: 

Gary Evans

### Count V

Now comes Plaintiff, Kerogen Resources, Inc., by and through its Attorney, Mark R. Stanley, and for its cause of action against the Defendants, Richard Furman and Harriet Furman, and their successors and assigns and unknown owners, and any person unknown to Claimant claiming any interest through Debtors in the oil and gas leasehold on the premises hereinafter described, do state and allege the following:

1. That Plaintiff's address is 1237 County Road 1500N, Carmi, IL 62821.
2. Upon information and belief, Defendants, Richard Furman and Harriet Furman are the owners of a working interest in the oil and gas leasehold described as follows:  
See Exhibit D
3. That Plaintiff is the operator of the leasehold premises described above and as such operator has been responsible for paying all the costs and expenses in order to produce the oil sold from said leasehold premises during the dates hereinafter mentioned.
4. The Defendants have failed, neglected, refused and continues to fail, neglect and refuse to pay their proportionate part of the costs and expenses of development, production of sale of oil from all liens and in order to protect Plaintiff's interest and the interest of the working interest owners, Plaintiff has performed services, paid costs and expenses, supplied and equipped the leaseholds for the development, production and sale of oil with the consent and to the benefit of all the working interest owners. That all such services, costs and expenses, supplies and equipment were necessary and usual in the operation of the leasehold estates. The Defendant's proportionate share of such services, costs and expenses, supplies and equipment through June of 2003 is:



Richard Furman  
Harriet Furman

\$ 245.80

5. That on or about September 30, 2003, Plaintiff herein recorded a Claim for Statutory Oil and Gas Lien against the interest of Defendants and their successors, which was filed in accordance with and pursuant to the Illinois Oil and Gas Lien Act, which lien is recorded in Oil and Gas Lien Record Book 3 at pages R, G, H, F, Mc and B, File #7167 in the Recorder's Office of Wayne County, Illinois, a copy of which is attached as Exhibit "F".
6. That Plaintiff, as operator of the said leasehold, will be required to continue to furnish services, pay costs and services, supply and equip said leasehold unless Defendants pay their proportionate part of said costs.
7. That the Defendant, Countrymark Cooperative, LLP is purchasing the oil from said premises and is made a party hereto to answer to its interest herein.
8. The Court should take an accounting between the parties hereto and declare a lien in favor of Plaintiff and against the Defendants, said Defendants being the owner of interest in said leasehold estate. That the Defendant, Countrymark Cooperative, LLP, be ordered to pay the monies impounded and arising out of the purchasing of oil by said Defendants herein toward the satisfaction of said lien and in the event said monies are not sufficient to satisfy the lien of the Plaintiff, that the Court order and decree a foreclosure against said lien, unless the same be speedily discharged. That the Court order the Defendant, Countrymark Cooperative, LLP to impound any monies now in its hands, or hereafter coming into its hands which have accrued or which shall accrue to the credit of the respective interest of said Defendant.
9. That Plaintiff should receive interest at the legal rate since the filing of the Statutory Oil



and Gas Lien above described.

10. Plaintiff should receive reasonable Attorney's fees and costs herein.

WHEREFORE, Plaintiff prays an Order, Judgment or Decree as follows:

- A. That an accounting be had between Plaintiff and Defendants with reference to the expenditures made by the Plaintiff as operator on behalf of the interest owned by Defendants in said leasehold.
- B. That a lien in the amount so found due to Plaintiff be declared against the interest of said Defendant in said respective leasehold and the proceeds from the sale of oil and gas insuring to the credit of the respective interest of said Defendants.
- C. That said Defendants be ordered and decreed to pay to Plaintiff whatever sums may appear to be due upon the taking of said account and all the costs of said proceeding, including reasonable attorney's fees by a short day to be fixed by the Court.
- D. That in default of such payment within the time so to be fixed by the Court that the Defendant, Countrymark Cooperative, LLP, may be ordered and decreed to pay to Plaintiff so much of the funds which it has impounded to the credit of the interest of said Defendants, and arising from the sale of oil purchased by it from said leasehold as is necessary to pay and discharge the amount so found to be due from the said Defendant.
- E. That default of such payment within the time so to be fixed by the Court, and in the event the impounded funds in the hands of the purchaser of the oil are not sufficient to satisfy the lien of the Plaintiff, that said lien may be foreclosed, the interest of said Defendants may be sold under the order and direction of this Court to satisfy the amount so found to be due to the Plaintiff and the costs of this proceeding.
- F. That in case of such sale and failure to redeem therefrom pursuant to law that the said

Defendant owning interest in said leasehold and all persons claiming by, through or under them subsequent to the commencement of this suit, may be forever barred and foreclosed of every right and equity of redemption in the Defendant's interest in said leasehold estate and property.

- G. That in the event the proceeds from the impounded funds in the hands of the purchaser of the oil from said leasehold and the proceeds arising from such sale of the respective interest of the Defendants in said leasehold estate and the property thereon shall be insufficient to satisfy in full the costs of this proceeding in the amount found to be due Plaintiff by said Defendants then the Court shall enter a Deficiency Judgment for the unpaid balance against the delinquent Defendants.
- H. That Plaintiff may have such other and further relief from the premises as may be just and equitable in the premises.

KEROGEN RESOURCES, INC.

By:   
Gary Evans

**Count VI**

Now comes Plaintiff, Kerogen Resources, Inc., by and through its Attorney, Mark R. Stanley, and for its cause of action against the Defendant, David J. McGrath, Jr., and his successors and assigns and unknown owners, and any person unknown to Claimant claiming any interest through Debtors in the oil and gas leasehold on the premises hereinafter described, do state and allege the following:

1. That Plaintiff's address is 1237 County Road 1500N, Carmi, IL 62821.
2. Upon information and belief, Defendant, David J. McGrath, Jr. is the owner of a working

interest in the oil and gas leasehold described as follows:

See Exhibit D

3. That Plaintiff is the operator of the leasehold premises described above and as such operator has been responsible for paying all the costs and expenses in order to produce the oil sold from said leasehold premises during the dates hereinafter mentioned.
4. The Defendant has failed, neglected, refused and continues to fail, neglect and refuse to pay his proportionate part of the costs and expenses of development, production of sale of oil from all liens and in order to protect Plaintiff's interest and the interest of the working interest owners, Plaintiff has performed services, paid costs and expenses, supplied and equipped the leaseholds for the development, production and sale of oil with the consent and to the benefit of all the working interest owners. That all such services, costs and expenses, supplies and equipment were necessary and usual in the operation of the leasehold estates. The Defendant's proportionate share of such services, costs and expenses, supplies and equipment through June of 2003 is:

David J. McGrath, Jr.           \$ 710.91

5. That on or about September 30, 2003, Plaintiff herein recorded a Claim for Statutory Oil and Gas Lien against the interest of Defendant and his successors, which was filed in accordance with and pursuant to the Illinois Oil and Gas Lien Act, which lien is recorded in Oil and Gas Lien Record Book 3 at pages R, G, H, F, Mc and B, File #7167 in the Recorder's Office of Wayne County, Illinois, a copy of which is attached as Exhibit "F".
6. That Plaintiff, as operator of the said leasehold, will be required to continue to furnish services, pay costs and services, supply and equip said leasehold unless Defendant pay their proportionate part of said costs.



7. That the Defendant, Countrymark Cooperative, LLP is purchasing the oil from said premises and is made a party hereto to answer to its interest herein.
8. The Court should take an accounting between the parties hereto and declare a lien in favor of Plaintiff and against the Defendants, said Defendants being the owner of interest in said leasehold estate. That the Defendant, Countrymark Cooperative, LLP, be ordered to pay the monies impounded and arising out of the purchasing of oil by said Defendant herein toward the satisfaction of said lien and in the event said monies are not sufficient to satisfy the lien of the Plaintiff, that the Court order and decree a foreclosure against said lien, unless the same be speedily discharged. That the Court order the Defendant, Countrymark Cooperative, LLP to impound any monies now in its hands, or hereafter coming into its hands which have accrued or which shall accrue to the credit of the respective interest of said Defendant.
9. That Plaintiff should receive interest at the legal rate since the filing of the Statutory Oil and Gas Lien above described.
10. Plaintiff should receive reasonable Attorney's fees and costs herein.

WHEREFORE, Plaintiff prays an Order, Judgment or Decree as follows:

- A. That an accounting be had between Plaintiff and Defendants with reference to the expenditures made by the Plaintiff as operator on behalf of the interest owned by Defendants in said leasehold.
- B. That a lien in the amount so found due to Plaintiff be declared against the interest of said Defendant in said respective leasehold and the proceeds from the sale of oil and gas insuring to the credit of the respective interest of said Defendants.
- C. That said Defendants be ordered and decreed to pay to Plaintiff whatever sums may appear




to be due upon the taking of said account and all the costs of said proceeding, including reasonable attorney's fees by a short day to be fixed by the Court.

- D. That in default of such payment within the time so to be fixed by the Court that the Defendant, Countrymark Cooperative, LLP, may be ordered and decreed to pay to Plaintiff so much of the funds which it has impounded to the credit of the interest of said Defendants, and arising from the sale of oil purchased by it from said leasehold as is necessary to pay and discharge the amount so found to be due from the said Defendant.
- E. That default of such payment within the time so to be fixed by the Court, and in the event the impounded funds in the hands of the purchaser of the oil are not sufficient to satisfy the lien of the Plaintiff, that said lien may be foreclosed, the interest of said Defendants may be sold under the order and direction of this Court to satisfy the amount so found to be due to the Plaintiff and the costs of this proceeding.
- F. That in case of such sale and failure to redeem therefrom pursuant to law that the said Defendant owning interest in said leasehold and all persons claiming by, through or under them subsequent to the commencement of this suit, may be forever barred and foreclosed of every right and equity of redemption in the Defendant's interest in said leasehold estate and property.
- G. That in the event the proceeds from the impounded funds in the hands of the purchaser of the oil from said leasehold and the proceeds arising from such sale of the respective interest of the Defendants in said leasehold estate and the property thereon shall be insufficient to satisfy in full the costs of this proceeding in the amount found to be due Plaintiff by said Defendants then the Court shall enter a Deficiency Judgment for the unpaid balance against the delinquent Defendants.

H. That Plaintiff may have such other and further relief from the premises as may be just and equitable in the premises.

KEROGEN RESOURCES, INC.

By:   
Gary Evans

**Count VII**

Now comes Plaintiff, Kerogen Resources, Inc., by and through its Attorney, Mark R. Stanley, and for its cause of action against the Defendants, Richard Furman and Harriet Furman, and their successors and assigns and unknown owners, and any person unknown to Claimant claiming any interest through Debtors in the oil and gas leasehold on the premises hereinafter described, do state and allege the following:

1. That Plaintiff's address is 1237 County Road 1500N, Carmi, IL 62821.
2. Upon information and belief, Defendants, Richard Furman and Harriet Furman are the owners of a working interest in the oil and gas leasehold described as follows:  
  
See Exhibit D
3. That Plaintiff is the operator of the leasehold premises described above and as such operator has been responsible for paying all the costs and expenses in order to produce the oil sold from said leasehold premises during the dates hereinafter mentioned.
4. The Defendants have failed, neglected, refused and continues to fail, neglect and refuse to pay their proportionate part of the costs and expenses of development, production of sale of oil from all liens and in order to protect Plaintiff's interest and the interest of the working interest owners, Plaintiff has performed services, paid costs and expenses, supplied and

equipped the leaseholds for the development, production and sale of oil with the consent and to the benefit of all the working interest owners. That all such services, costs and expenses, supplies and equipment were necessary and usual in the operation of the leasehold estates. The Defendant's proportionate share of such services, costs and expenses, supplies and equipment through June of 2003 is:

Richard Furman	\$ 1,392.92
Harriet Furman	

5. That on or about September 30, 2003, Plaintiff herein recorded a Claim for Statutory Oil and Gas Lien against the interest of Defendants and their successors, which was filed in accordance with and pursuant to the Illinois Oil and Gas Lien Act, which lien is recorded in Oil and Gas Lien Record Book 3 at pages R, G, H, F, Mc and B, File #7167 in the Recorder's Office of Wayne County, Illinois, a copy of which is attached as Exhibit "F".
6. That Plaintiff, as operator of the said leasehold, will be required to continue to furnish services, pay costs and services, supply and equip said leasehold unless Defendants pay their proportionate part of said costs.
7. That the Defendant, Countrymark Cooperative, LLP is purchasing the oil from said premises and is made a party hereto to answer to its interest herein.
8. The Court should take an accounting between the parties hereto and declare a lien in favor of Plaintiff and against the Defendants, said Defendants being the owner of interest in said leasehold estate. That the Defendant, Countrymark Cooperative, LLP, be ordered to pay the monies impounded and arising out of the purchasing of oil by said Defendants herein toward the satisfaction of said lien and in the event said monies are not sufficient to satisfy the lien of the Plaintiff, that the Court order and decree a foreclosure against said lien,



unless the same be speedily discharged. That the Court order the Defendant, Countrymark Cooperative, LLP to impound any monies now in its hands, or hereafter coming into its hands which have accrued or which shall accrue to the credit of the respective interest of said Defendant.

9. That Plaintiff should receive interest at the legal rate since the filing of the Statutory Oil and Gas Lien above described.
10. Plaintiff should receive reasonable Attorney's fees and costs herein.

WHEREFORE, Plaintiff prays an Order, Judgment or Decree as follows:


- A. That an accounting be had between Plaintiff and Defendants with reference to the expenditures made by the Plaintiff as operator on behalf of the interest owned by Defendants in said leasehold.
- B. That a lien in the amount so found due to Plaintiff be declared against the interest of said Defendant in said respective leasehold and the proceeds from the sale of oil and gas insuring to the credit of the respective interest of said Defendants.
- C. That said Defendants be ordered and decreed to pay to Plaintiff whatever sums may appear to be due upon the taking of said account and all the costs of said proceeding, including reasonable attorney's fees by a short day to be fixed by the Court.
- D. That in default of such payment within the time so to be fixed by the Court that the Defendant, Countrymark Cooperative, LLP, may be ordered and decreed to pay to Plaintiff so much of the funds which it has impounded to the credit of the interest of said Defendants, and arising from the sale of oil purchased by it from said leasehold as is necessary to pay and discharge the amount so found to be due from the said Defendant.
- E. That default of such payment within the time so to be fixed by the Court, and in the event



the impounded funds in the hands of the purchaser of the oil are not sufficient to satisfy the lien of the Plaintiff, that said lien may be foreclosed, the interest of said Defendants may be sold under the order and direction of this Court to satisfy the amount so found to be due to the Plaintiff and the costs of this proceeding.

- F. That in case of such sale and failure to redeem therefrom pursuant to law that the said Defendant owning interest in said leasehold and all persons claiming by, through or under them subsequent to the commencement of this suit, may be forever barred and foreclosed of every right and equity of redemption in the Defendant's interest in said leasehold estate and property.
- G. That in the event the proceeds from the impounded funds in the hands of the purchaser of the oil from said leasehold and the proceeds arising from such sale of the respective interest of the Defendants in said leasehold estate and the property thereon shall be insufficient to satisfy in full the costs of this proceeding in the amount found to be due Plaintiff by said Defendants then the Court shall enter a Deficiency Judgment for the unpaid balance against the delinquent Defendants.
- H. That Plaintiff may have such other and further relief from the premises as may be just and equitable in the premises.

KEROGEN RESOURCES, INC.

By:   
Gary Evans

### Count VIII

Now comes Plaintiff, Kerogen Resources, Inc., by and through its Attorney, Mark R. Stanley, and for its cause of action against the Defendant, David J. McGrath, Jr., and his successors and assigns and unknown owners, and any person unknown to Claimant claiming any interest through Debtors in the oil and gas leasehold on the premises hereinafter described, do state and allege the following:

1. That Plaintiff's address is 1237 County Road 1500N, Carmi, IL 62821.
2. Upon information and belief, Defendant, David J. McGrath, Jr. is the owner of a working interest in the oil and gas leasehold described as follows:  
  
See Exhibit D
3. That Plaintiff is the operator of the leasehold premises described above and as such operator has been responsible for paying all the costs and expenses in order to produce the oil sold from said leasehold premises during the dates hereinafter mentioned.
4. The Defendant has failed, neglected, refused and continues to fail, neglect and refuse to pay his proportionate part of the costs and expenses of development, production of sale of oil from all liens and in order to protect Plaintiff's interest and the interest of the working interest owners, Plaintiff has performed services, paid costs and expenses, supplied and equipped the leaseholds for the development, production and sale of oil with the consent and to the benefit of all the working interest owners. That all such services, costs and expenses, supplies and equipment were necessary and usual in the operation of the leasehold estates. The Defendant's proportionate share of such services, costs and expenses, supplies and equipment through June of 2003 is:

David J. McGrath, Jr.	\$4,028.51
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5. That on or about September 30, 2003, Plaintiff herein recorded a Claim for Statutory Oil

and Gas Lien against the interest of Defendant and his successors, which was filed in accordance with and pursuant to the Illinois Oil and Gas Lien Act, which lien is recorded in Oil and Gas Lien Record Book 3 at pages R, G, H, F, Mc and B, File #7167 in the Recorder's Office of Wayne County, Illinois, a copy of which is attached as Exhibit "F".

6. That Plaintiff, as operator of the said leasehold, will be required to continue to furnish services, pay costs and services, supply and equip said leasehold unless Defendant pays his proportionate part of said costs.
7. That the Defendant, Countrymark Cooperative, LLP is purchasing the oil from said premises and is made a party hereto to answer to its interest herein.
8. The Court should take an accounting between the parties hereto and declare a lien in favor of Plaintiff and against the Defendant, David J. McGrath, Jr., said Defendant being the owner of interest in said leasehold estate. That the Defendant, Countrymark Cooperative, LLP, be ordered to pay the monies impounded and arising out of the purchasing of oil by said Defendant herein toward the satisfaction of said lien and in the event said monies are not sufficient to satisfy the lien of the Plaintiff, that the Court order and decree a foreclosure against said lien, unless the same be speedily discharged. That the Court order the Defendant, Countrymark Cooperative, LLP to impound any monies now in its hands, or hereafter coming into its hands which have accrued or which shall accrue to the credit of the respective interest of said Defendant.
9. That Plaintiff should receive interest at the legal rate since the filing of the Statutory Oil and Gas Lien above described.
10. Plaintiff should receive reasonable Attorney's fees and costs herein.



WHEREFORE, Plaintiff prays an Order, Judgment or Decree as follows:

- A. That an accounting be had between Plaintiff and Defendants with reference to the expenditures made by the Plaintiff as operator on behalf of the interest owned by Defendants in said leasehold.
- B. That a lien in the amount so found due to Plaintiff be declared against the interest of said Defendant in said respective leasehold and the proceeds from the sale of oil and gas insuring to the credit of the respective interest of said Defendants.
- C. That said Defendants be ordered and decreed to pay to Plaintiff whatever sums may appear to be due upon the taking of said account and all the costs of said proceeding, including reasonable attorney's fees by a short day to be fixed by the Court.
- D. That in default of such payment within the time so to be fixed by the Court that the Defendant, Countrymark Cooperative, LLP, may be ordered and decreed to pay to Plaintiff so much of the funds which it has impounded to the credit of the interest of said Defendants, and arising from the sale of oil purchased by it from said leasehold as is necessary to pay and discharge the amount so found to be due from the said Defendant.
- E. That default of such payment within the time so to be fixed by the Court, and in the event the impounded funds in the hands of the purchaser of the oil are not sufficient to satisfy the lien of the Plaintiff, that said lien may be foreclosed, the interest of said Defendants may be sold under the order and direction of this Court to satisfy the amount so found to be due to the Plaintiff and the costs of this proceeding.
- F. That in case of such sale and failure to redeem therefrom pursuant to law that the said Defendant owning interest in said leasehold and all persons claiming by, through or under them subsequent to the commencement of this suit, may be forever barred and foreclosed

of every right and equity of redemption in the Defendant's interest in said leasehold estate and property.

- G. That in the event the proceeds from the impounded funds in the hands of the purchaser of the oil from said leasehold and the proceeds arising from such sale of the respective interest of the Defendants in said leasehold estate and the property thereon shall be insufficient to satisfy in full the costs of this proceeding in the amount found to be due Plaintiff by said Defendants then the Court shall enter a Deficiency Judgment for the unpaid balance against the delinquent Defendants.
- H. That Plaintiff may have such other and further relief from the premises as may be just and equitable in the premises.

KEROGEN RESOURCES, INC.

By: 

Gary Evans

**Count IX**

Now comes Plaintiff, Kerogen Resources, Inc., by and through its Attorney, Mark R. Stanley, and for its cause of action against the Defendant, Basin Well Service, and their successors and assigns and unknown owners, and any person unknown to Claimant claiming any interest through Debtors in the oil and gas leasehold on the premises hereinafter described, do state and allege the following:

1. That Plaintiff's address is 1237 County Road 1500N, Carmi, IL 62821.
2. Upon information and belief, Defendant, Basin Well Service is the owner of a working interest in the oil and gas leasehold described as follows:

See Exhibit E

3. That Plaintiff is the operator of the leasehold premises described above and as such operator has been responsible for paying all the costs and expenses in order to produce the oil sold from said leasehold premises during the dates hereinafter mentioned.
4. The Defendant has failed, neglected, refused and continues to fail, neglect and refuse to pay his proportionate part of the costs and expenses of development, production of sale of oil from all liens and in order to protect Plaintiff's interest and the interest of the working interest owners, Plaintiff has performed services, paid costs and expenses, supplied and equipped the leaseholds for the development, production and sale of oil with the consent and to the benefit of all the working interest owners. That all such services, costs and expenses, supplies and equipment were necessary and usual in the operation of the leasehold estates. The Defendant's proportionate share of such services, costs and expenses, supplies and equipment through June of 2003 is:

Basin Well Service                      \$ 1,109.05

5. That on or about September 30, 2003, Plaintiff herein recorded a Claim for Statutory Oil and Gas Lien against the interest of Defendant and his successors, which was filed in accordance with and pursuant to the Illinois Oil and Gas Lien Act, which lien is recorded in Oil and Gas Lien Record Book 3 at pages R, G, H, F, Mc and B, File #7167 in the Recorder's Office of Wayne County, Illinois, a copy of which is attached as Exhibit "F".
6. That Plaintiff, as operator of the said leasehold, will be required to continue to furnish services, pay costs and services, supply and equip said leasehold unless Defendant pays his proportionate part of said costs.
7. That the Defendant, Countrymark Cooperative, LLP is purchasing the oil from said premises and is made a party hereto to answer to its interest herein.



8. The Court should take an accounting between the parties hereto and declare a lien in favor of Plaintiff and against the Defendant, Basin Well Service, said Defendant being the owner of interest in said leasehold estate. That the Defendant, Countrymark Cooperative, LLP, be ordered to pay the monies impounded and arising out of the purchasing of oil by said Defendant herein toward the satisfaction of said lien and in the event said monies are not sufficient to satisfy the lien of the Plaintiff, that the Court order and decree a foreclosure against said lien, unless the same be speedily discharged. That the Court order the Defendant, Countrymark Cooperative, LLP to impound any monies now in its hands, or hereafter coming into its hands which have accrued or which shall accrue to the credit of the respective interest of said Defendant.
9. That Plaintiff should receive interest at the legal rate since the filing of the Statutory Oil and Gas Lien above described.
10. Plaintiff should receive reasonable Attorney's fees and costs herein.

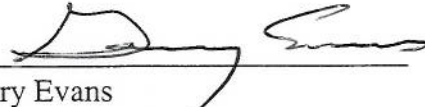
WHEREFORE, Plaintiff prays an Order, Judgment or Decree as follows:

- A. That an accounting be had between Plaintiff and Defendants with reference to the expenditures made by the Plaintiff as operator on behalf of the interest owned by Defendants in said leasehold.
- B. That a lien in the amount so found due to Plaintiff be declared against the interest of said Defendant in said respective leasehold and the proceeds from the sale of oil and gas insuring to the credit of the respective interest of said Defendants.
- C. That said Defendants be ordered and decreed to pay to Plaintiff whatever sums may appear to be due upon the taking of said account and all the costs of said proceeding, including reasonable attorney's fees by a short day to be fixed by the Court.

- D. That in default of such payment within the time so to be fixed by the Court that the Defendant, Countrymark Cooperative, LLP, may be ordered and decreed to pay to Plaintiff so much of the funds which it has impounded to the credit of the interest of said Defendants, and arising from the sale of oil purchased by it from said leasehold as is necessary to pay and discharge the amount so found to be due from the said Defendant.
- E. That default of such payment within the time so to be fixed by the Court, and in the event the impounded funds in the hands of the purchaser of the oil are not sufficient to satisfy the lien of the Plaintiff, that said lien may be foreclosed, the interest of said Defendants may be sold under the order and direction of this Court to satisfy the amount so found to be due to the Plaintiff and the costs of this proceeding.
- F. That in case of such sale and failure to redeem therefrom pursuant to law that the said Defendant owning interest in said leasehold and all persons claiming by, through or under them subsequent to the commencement of this suit, may be forever barred and foreclosed of every right and equity of redemption in the Defendant's interest in said leasehold estate and property.
- G. That in the event the proceeds from the impounded funds in the hands of the purchaser of the oil from said leasehold and the proceeds arising from such sale of the respective interest of the Defendants in said leasehold estate and the property thereon shall be insufficient to satisfy in full the costs of this proceeding in the amount found to be due Plaintiff by said Defendants then the Court shall enter a Deficiency Judgment for the unpaid balance against the delinquent Defendants.

H. That Plaintiff may have such other and further relief from the premises as may be just and equitable in the premises.

KEROGEN RESOURCES, INC.

By:   
Gary Evans

**CERTIFICATION**

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.

  
Gary Evans

Mark R. Stanley  
Attorney at Law  
302 W. Robinson Street  
Carmi, IL 62821  
PH: (618) 382-3340  
(Evans, Gary p. 64-97/cds)



**MARK R. STANLEY**

**Attorney at Law**

302 W. Robinson Street  
Carmi, Illinois 62821

PH: (618) 382-3340  
FAX: (618) 382-3860

E-MAIL: mark@mstanley.com

April 30, 2004

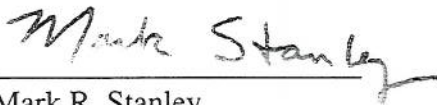
Wayne County Circuit Clerk  
Wayne County Courthouse  
307 East Main Street  
Fairfield, IL 62837

Re: Kerogen Resources vs. Robinson et al., 2004-CH-5

Dear Circuit Clerk:

Enclosed you will find a Motion to Dismiss Party Defendant for filing together with a proposed Order. Please file the Motion to Dismiss Party Defendant and present the proposed Order to the presiding Judge for his consideration. Upon execution of the Order, please provide to me a file-marked copy of the Motion to Dismiss and Order and send to me in the enclosed envelope.

Sincerely,



Mark R. Stanley

MRS/cds

**FILED**  
MAY 3 2004  
*Sharon S. Stewart*  
CIRCUIT CLERK, WAYNE CO., IL.

IN THE CIRCUIT COURT FOR THE SECOND JUDICIAL CIRCUIT  
WHITE COUNTY, CARMI, ILLINOIS

PEOPLES NATIONAL BANK, N.A., a National Bank, )

PLAINTIFF, )

VS. )

EVERGREEN ENERGY, L.L.C., a dissolved )

Limited Liability Corporation, et al., )

No. 2017-LM-28

DEFENDANTS. )

And )

GRAND RIVERS COMMUNITY BANK, an Illinois )

Banking Corporation, )

PETITIONER. )

EXHIBIT 16

**ADDITIONAL RECORD SHEET**

Attorneys:

Case No. 04CH9Nature of Case. KEROGEN vs - Rhodes Et Al

DATE			JUDGE AND REPORTER		COSTS
JUN 29 2004			Thomas H. Sutton	TT presents sworn testimony of Jury Evans Based on said evidence, Jury entered finalizing O&G As per Order on file	
(cont)			BHASSEE		
7 9 04			gcw	Motion to Dismiss Party Defendant filed.	
JUL 12 2004			Thomas H. Sutton	Order to Dismiss Sadie Burton & Larry Burton entered as per Order on file.	
11 30 04			KGH	attorney Mark Stanley appears for TT. Motion For Sale filed. order of Sale entered.	
11 30 04			slc	Per Mark Stanley, sale to be held on January 5, 2004 at 9:00a.m.	
1 5 05			gcw	Report of Sale filed. Motion for Confirmation of Sale filed. Order Confirming Sale filed. Affidavit of Judicial Sale filed.	



# RECORD SHEET

Case No. 2004-CH-9.....

Nature of Case. Complaint to Establish and Foreclose an Oil and Gas Lien

**KEROGEN RESOURCES, INC.,**  
(Plaintiff)

Attorneys:

VS

**Mark Stanley**

**JEAN RHODES, etal.,**  
(Defendants)

**Craig Hedin**

DATE			JUDGE AND REPORTER		COSTS
02	20	04	hjd	Complaint to Establish and Foreclose an Oil and Gas Lien filed. Summons requested to be issued. Summons issued to Haroldine Rogers, William O. Rogers, Roy Seidel, Jean Rhodes, Randy Rennels, Steve Weber, Renita Weber, Edna F. Dobbs, Jean B. Parks, Phillip E. Parks, Robert W. Sessions, Carl R. Woods, Kathy Marshall, Phillip A. Marshall, M. Scott Rennels, Paul Rennels, Rick Rennels, Basin Well Service, Eulice C. Burnett, and Carrol D. Freeland.	\$115.00
02	26	04	hjd	Per request of Atty Mark Stanley Summons issued to Countrymark Cooperative.	
4	27	04	gcw	Answer of Defendant Countrymark Cooperative, LLP to Plaintiff's Complaint filed along with Verification and Proof of Service.	\$90.00
5	20	04	gcw	Affidavit for Service by Publication filed.	
05	27	04	klf	Certificate of Mailing Notice by Publication filed.	
6	10	04	gcw	Copy of letter Elizabeth Turnburke (received) June 10, 2004 mailed to Mark Stanley.	
06	25	04	hjd	Notice filed along with Proof of Service. Cause set for 6/29/04 at 9:00 a.m.	
JUN 29	2004		<del>Thomas H. Sutton</del> BY ASSE	<i>TT apprs w/ Atty M. Stanley. No one else apprs. TT filed Summons as to Δs actually served &amp; Cert of Publication filed showing service on all Δs including those not served w/ Summons.</i>	

IN THE CIRCUIT COURT OF THE SECOND JUDICIAL CIRCUIT

WHITE COUNTY, ILLINOIS

KEROGEN RESOURCES, INC.,

Plaintiff,

Vs.

JEAN RHODES et al.

Defendants.

)  
)  
)  
)  
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)  
)

No. 04-CH-9

**FILED**

JAN 05 2005

*Ellen L. Pappas*  
CIRCUIT COURT  
WHITE COUNTY

**ORDER CONFIRMING SALE**

Now comes hearing on Plaintiff's Motion for Confirmation of Sale and the Court, finding due notice of this hearing has been given to all parties entitled to such notice, having examined said Report and being duly advised in the premises, FINDS:

1. Said Judge has proceeded in due form of law and in accordance with the terms of the Judgment of Foreclosure entered herein.
2. This Court further finds:
  - a. A Notice required in accordance with 735 ILCS 5/15-1507 (C) was given.
  - b. The terms of sale were fair and not unconscionable.
  - c. The sale was conducted fairly and without fraud.
  - d. Justice was done by the sale.
3. All redemption and reinvestment periods have expired.

IT IS THEREFORE ORDERED:

- A. Said Report of Sale is approved and said sale is confirmed;
- B. Jack I. Martin shall execute a Deed to the holder of the Certificate of Sale sufficient to convey title; and,

C. There is no just reason to delay enforcement of or appeal from this final appealable order.

ENTER:

Jan 5, 2005

  
JUDGE

Mark R. Stanley  
Attorney at Law  
302 W. Robinson Street  
Carmi, IL 62821  
PH: (618) 382-3340



IN THE CIRCUIT COURT OF THE SECOND JUDICIAL CIRCUIT  
STATE OF ILLINOIS

Kenogaw Resources, Inc. )  
Plaintiff, )  
 )  
Vs. )  
 )  
Jean Rhodes, et al )  
Defendant. )

No. 04-CH-9

**FILED**  
JAN 05 2005  
*Ellen L. Higgins*  
CIRCUIT COURT  
WHITE COUNTY

**AFFIDAVIT OF JUDICIAL SALE**

MARK STANLEY, being duly sworn, upon oath, states as follows:

1. I am a licensed attorney in the state of Illinois and reside in Carroll, Illinois.
2. I represent Plaintiff in the above-entitled cause.
3. A judicial sale was conducted on the 5<sup>th</sup> day of JAN, 20 05, at the White County Courthouse, in Carroll, Illinois, and the exact location of the sale was up stairs outside the court room.
4. I was personally present at the judicial sale.
5. 1 bidders were present at the judicial sale.  
(Number)
6. GARY EARL having the highest bid of \$ 1000.00, purchased the property and deposited with the sales agent earnest money in the amount of \$ 1000.00.

*Mark Stanley*  
Affiant

*Under penalties as provided by law pursuant to section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matter the undersigned certifies as aforesaid that he verily believes the same to be true.*

*Gidget C. Wagner*  
Affiant

Signed and certified this 5<sup>th</sup> day of January, 20 05.

OFFICIAL SEAL  
GIDGET C. WAGNER  
Notary Public, State of Illinois  
My Commission Expires 09-25-05

IN THE CIRCUIT COURT FOR THE SECOND JUDICIAL CIRCUIT  
WHITE COUNTY, CARMI, ILLINOIS

PEOPLES NATIONAL BANK, N.A., a National Bank, )

PLAINTIFF, )

VS. )

EVERGREEN ENERGY, L.L.C., a dissolved )

Limited Liability Corporation, et al., )

No. 2017-LM-28

DEFENDANTS. )

And )

GRAND RIVERS COMMUNITY BANK, an Illinois )

Banking Corporation, )

PETITIONER. )

EXHIBIT 17

IN THE CIRCUIT COURT OF THE SECOND JUDICIAL CIRCUIT

WHITE COUNTY, ILLINOIS

KEROGEN RESOURCES, INC., )  
 )  
 Plaintiff, )  
 )  
 Vs. )  
 )  
 JEAN RHODES et al. )  
 )  
 Defendants. )

No. 04-CH-9

State of Illinois } SS NO. 060  
 White County }  
 This instrument was filed for record  
 the 7 day of January, 20 05 at  
 10:30 o'clock A.M. and recorded in  
 Vol. 96 of Oct 3 Page 184-195

*Paula Davis*  
 County Clerk and Recorder  
 White County, IL

FORECLOSURE CONVEYANCE

Pursuant to the Order Confirming Sale entered herein and by authority of 735 ILCS 5/15-1509(a), this Conveyance, sufficient to transfer title to the following described working interest, is executed and delivered to the holder of the Certificate of Sale. As thereby directed, the undersigned, FINDS AND DECLARES:

- A. Above appears the caption of the case and the Court in which Judgment was entered authorizing issuance of this Conveyance.
- B. The undersigned Grantor, Jack I. Martin issues this Conveyance by the authority granted by Order entered November 30, 2004 by the Circuit Court of White County.
- C. This Conveyance is executed and delivered pursuant to the Judgment of Foreclosure entered in the above captioned action.
- D. All Notices required by 735 ILCS PART 15, have been given.
- E. All redemption and reinstatement periods have expired with redemption or reinstatement having been made.
- F. Said working interest is subject to general Ad valorem taxes, special assignments, if any, and easements and restrictions of record.

*042 vol # 296 pg 184-195*



G. This transfer is exempt under the provisions of the Real Estate Transfer Tax Act, Illinois Revised Statutes, Chapter 120, Section 1004(m), which is paragraph 4 (m).

H. The undersigned, Grantor, Jack I. Martin, pursuant to a sale on January 5, 2005, does hereby grant, transfer, convey, and assign to Grantee, Gary L. Evans, the following described working interest:

**John Dozier #21-28 Lease**  
**Countrymark Cooperative, LLP, Lease #52647**

Jean Rhodes: 1/16 interest (.04100700 net revenue working interest) in and to the following oil and gas leases, to wit:

Oil and gas Lease dated April 1, 1980, recorded in Book 140, at page 274, from John I. Dozier and wife to Black Hawk Resources Corporation.

Oil and gas Lease dated April 12, 1980, recorded in Book 141, at page 157, from Iona M. Davis and others to Black Hawk Resources Corporation.

Oil and gas lease dated April 12, 1980, recorded in Book 141, at page 309, from Nora A. Richards to Black Hawk Resources Corporation.

Oil and gas Lease dated April 12, 1980, recorded in Book 140, at page 264, from Leda L. Withrow and others to Black Hawk Resources Corporation.

Oil and gas lease dated April 12, 1980, recorded in Book 140, at page 270, from Carl S. Davis and Wife to Black Hawk Resources Corporation.

Oil and gas lease dated April 12, 1980, recorded in Book 140, at page 272, from Grace Ethel Johnson and husband to Black Hawk Resources Corporation.

Oil and gas lease dated November 7, 1980, recorded in Book 143, at page 609, from Billie Anderson and others to Black Hawk Resources Corporation.

Oil and gas lease dated November 7, 1980, recorded in Book 143, at page 611, from Audra Anderson and others to Black Hawk Resources Corporation.

Oil and gas lease dated December 2, 1980, recorded in Book 143, at page 613, from Mildred L. Anderson and others to Black Hawk Resources Corporation.

Insofar as the foregoing oil and gas leases cover the following described lands:

N 1/2 NW 1/4 NW 1/4, Section 28, T3S, R8E, White County, Illinois.

Gray Estate #1 Lease  
Countrymark Cooperative, LLP, Lease #32713

Karl D. Wiedeman and Julia S. Wiedeman	.01171880 net revenue working interest
David Dawson	.01171870 net revenue working interest
Cleve B. Hiott	.01171870 net revenue working interest
G.M. Turnburke	.01171880 net revenue working interest
Doris V. Littell	.01171870 net revenue working interest
Renita Weber, Steve Weber, Randy Rennels	.01171880 net revenue working interest
Philip A. Marshall and Kathi Marshall	.01171870 net revenue working interest
M. Scott Rennels, Rick Rennels, and Paul E. Rennels	.01171880 net revenue working interest
James A. Moss	.01171870 net revenue working interest
James Paul Yeager and Delores Jean Yeager	.01171880 net revenue working interest

In and to the following oil and gas lease, to wit:

Oil and gas lease dated March 7, 1980, recorded in Book 139, at page 720, from Mark W. Lowell and others as trustees to Mid-America Petroleum Corp. and covering the following described lands:

W 1/2 SW 1/4 NW 1/4, Section 30, T3S, R8E, White County, Illinois.

W. H. Hollinger Comm. #1 Lease  
Countrymark Cooperative, LLP, Lease #102547

Strata Oil Corporation	.20300000 net revenue working interest
Ames Oil Company	.08700000 net revenue working interest

In and to the following oil and gas leases, to wit:

Oil and gas lease dated March 22, 1984, recorded in Book 165, at page 147, from Ralph

Hosick and wife to Gunner Energy Corp.

Oil and gas lease dated March 22, 1984, recorded in Book 165, at page 149, from Louise Hollinger to Gunner Energy Corp.

Insofar as the foregoing oil and gas leases cover the following described lands:

W 1/2 NW 1/4 NW 1/4, Section 21, T3S, R8E, White County, Illinois.

**McKyes Comm. #1 Lease**  
**Countrymark Cooperative, LLP, Lease #32736**

Blumberg Family Investment Partnership	.13033390
John Allen Bauchman	.06270260
Virginia B. Musselman	.02172240
Anita E. Wommack	.00521330

In and to the following oil and gas leases, to wit:

Oil and gas lease dated August 15, 1939, recorded in Book 145, at page 399, from P.E. Painter, et al, to Ben H. Nation.

Oil and gas lease dated May 18, 1937, recorded in Book 4, at page 557, from Bernie D. McKyes and Wife to Pure Oil Company.

Insofar as the foregoing oil and gas leases cover the following described lands:

E 1/2 NE 1/4 SE 1/4, Section 19, T3S, R8E, White County, Illinois, but limited to production from the top of the St. Louis Formation and below.

**McKyes Comm. #2 Lease**  
**Countrymark Cooperative, LLP, Lease #32746**

Anita E. Wommack	.0035860 net revenue working interest
John Allen Bauchman	.04252430 net revenue working interest
Virginia B. Musselman	.01494160 net revenue working interest
Blumberg Family Investment Partnership	.08964970 net revenue working interest



In and to the following oil and gas leases, to wit:

Oil and gas lease dated August 31, 1939, recorded in Book 145, at page 632, from A. J. Poorman and wife to Ben H. Nation.

Oil and gas lease dated December 7, 1940, recorded in Book 158, at page 457, from A. J. Poorman and others to Ben H. Nation.

Insofar as the foregoing oil and gas leases cover the following described lands:

W ½ NE ¼ SE ¼, Section 19, T3S, R8E, White County, Illinois, limited to production from the top of the St. Louis Formation and below.

W. K. Musgrave #1-A Lease  
Countrymark Cooperative, LLP, Lease #72720

Basin Well Servicing, Inc. 1/8 interest (.10083010 net revenue working interest)

In and to the following oil and gas leases, to wit:

Oil and gas lease dated May 13, 1985, recorded in Book 398, at page 350, from Norbert B. Johnson and others to Mid-America Petroleum Corporation.

Oil and gas lease dated May 31, 1985, recorded in Book 398, at page 352, from William K. Musgrave and wife to Mid-America Petroleum Corporation.

Oil and gas lease dated May 14, 1985, recorded in Book 398, at page 355, from Fern McClure to Mid-America Petroleum Corporation.

Oil and gas lease dated May 15, 1985, recorded in Book 398, at page 357, from Ralph Anthony Johnson to Mid-America Petroleum Corporation.

Oil and gas lease dated May 15, 1985, recorded in Book 398, at page 359, from Ruth Ann Smoker and husband to Mid-America Petroleum Corporation.

Oil and gas lease dated May 14, 1985, recorded in Book 398, at page 361, from Marjorie L. Johnson to Mid-America Petroleum Corporation.

Oil and gas lease dated May 14, 1985, recorded in Book 398, at page 363, from Curtis B. Johnson, et al to Mid-America Petroleum Corporation.

Oil and gas lease dated May 15, 1985, recorded in Book 398, at pages 365, from Tom Monosmith and Wife to Mid-America Petroleum Corporation.

Oil and gas lease dated May 15, 1985, recorded in Book 398, at page 367, from P. Ruth Norman to Mid-America Petroleum Corporation.

Oil and gas lease dated May 15, 1985, recorded in Book 398, at page 369, from Walter R. Johnson and wife to Mid-America Petroleum Corporation.

Oil and gas lease dated May 14, 1985, recorded in Book 398, at page 371, from Raymond D. Johnson a/k/a Ray D. Johnson and wife to Mid-America Petroleum Corporation.

Oil and gas lease dated May 14, 1985, recorded in Book 398, at page 373, from Reva Newell Thomas to Mid-America Petroleum Corporation.

Oil and gas lease dated May 15, 1985, recorded in Book 398, at page 375, from Georgia Johnson to Mid-America Petroleum Corporation.

Insofar as the foregoing oil and gas leases cover the following described lands:

NW 1/4 NE 1/4, Section 21, T3S, R8E, White County, Illinois.

**Poorman Comm. #1 Lease**  
**Countrymark Cooperative, LLP, Lease #32900**

Eulice C. Burnett	.00588350 net revenue working interest
Bobby L. Daniels and Leola F. Daniels	.01176710 net revenue working interest
Carrol D. Freeland and Donna Freeland	.01176710 net revenue working interest
Roy Seidel	.01176710 net revenue working interest
R.E. Sharp	.01176710 net revenue working interest
Dean Walcutt	.02353410 net revenue working interest

In and to the following oil and gas leases, to wit:

Oil and gas lease dated February 2, 1939, recorded in Book 141, at page 29, from A. J. Poorman and wife to W. S. Field.

Oil and gas lease dated December 7, 1940, recorded in Book 158, at page 457, from A. J. Poorman and others to Ben H. Nation.

Insofar as the foregoing oil and gas leases cover the following described lands:

NW 1/4 SE 1/4 lying North of the McLeansboro and Mill Shoals Highway, containing 32 acres, more or less; and all that part of the NW 1/4 SE 1/4 lying South and East of the McLeansboro and Mill Shoals Highway, containing 8 acres, more or less, all in Section 19, T3S, R8E, White County, Illinois.

A.J. Poorman Est #2 Lease  
Countrymark Cooperative, LLP, Lease #32708

W.O Rogers and  
Haroldine Rogers .01196290

Book 296 PAGE 190

David W. Meyer and  
Eva L. Meyer .01196290

In and to the following oil and gas leases, to wit:

Oil and gas lease dated November 16, 1979, recorded in Book 138, at page 163, from  
Fairfield National Bank as Successor Trustee of the A.J. Poorman Trust to Gordon Jenkins  
and covering the following described lands:

NW 1/4 NW 1/4, Section 30, T3S, R8E, White County, Illinois.

A.J. Poorman Estate #3 Lease  
Countrymark Cooperative, LLP, Lease #32709

Lawrence F. Moore, Jr.  
Linda Moore,  
Harold T. Singer and  
Ellen S. Singer .01196290 net revenue working interest

Joseph E. Matthews and  
Lynda M. Matthews .01196290 net revenue working interest

Arnold L. Dickson and  
Myrtice C. Dickson .01196290 net revenue working interest

Carl R. Woods .02392570 net revenue working interest

David W. Meyer and  
Eva L. Meyer .01196290 net revenue working interest

In and to the following oil and gas lease, to wit:

Oil and gas lease dated November 16, 1979, recorded in Book 138, at page 163, from  
Fairfield National Bank as Successor Trustee of the A. J. Poorman Trust to Gordon Jenkins  
and covering the following described lands:

S 1/2 NE 1/4 NW 1/4, Section 30, T3S, R8E, White County, Illinois.



A. J. Poorman Est #4 Lease  
Countrymark Cooperative, LLP, Lease #32710

296 PAGE 191

Lawrence F. Moore, Jr.  
Lin Moore  
Harold T. Singer, and  
Ellen S. Singer .01196290 net revenue working interest

Wayne G. Embree .00598140 net revenue working interest

William Baker,  
Joyce Baker,  
Robert Griffith and  
Mary Jo Griffith .01196290 net revenue working interest

Dean Walcutt .02392580 net revenue working interest

Arnold L. Dickson and  
Myrtice C. Dickson .01196290 net revenue working interest

Carl R. Woods .02392580 net revenue working interest

Bobby L. Daniels and  
Leola F. Daniels .01196290 net revenue working interest

David W. Meyer and  
Eva L. Meyer .01196290 net revenue working interest

In and to the following Oil and Gas leasees, to wit:

Oil and gas lease dated November 16, 1979, recorded in Book 138, at page 163, from Fairfield National Bank as Successor Trustee of the A.J. Poorman Trust to Gordon Jenkins and covering the following described lands:

N ½ NE 1/4 NW 1/4, Section 30, T3S, R8E, White County, Illinois.

Smothers Comm. #1 Lease  
Countrymark Cooperative, LLP, Lease #102557

Pontiac Petroleum, Inc. .19677040 net revenue working interest

Cypress Resources, Inc. .17964440 net revenue working interest

Amalgamated Mining Western, Ltd. .01805920 net revenue working interest

Eldorado Petroleum Corp. .07187780 net revenue working interest

Mont Blanc Investment, Inc. .03598920 net revenue working interest

In and to the following oil and gas leases, to wit:

Oil and gas lease dated November 5, 1979, recorded in Book 143, at page 491, from Eugenie L. Smothers and others to Henry Fullop.

Oil and gas lease dated November 5, 1979, recorded in Book 143, at page 493, from Eugenie L. Smothers and others to Henry Fullop.

Oil and gas lease dated November 27, 1979, recorded in Book 143, at page 495, from Leon Belangee and wife to Henry Fullop.

Oil and gas lease dated October 28, 1980, recorded in Book 143, at page 497, from Miles W. Friend and wife to Henry Fullop.

Oil and gas lease dated November 1, 1980, recorded in Book 143, at page 499, from Robert G. Wheeler and wife to Henry Fullop.

Oil and gas lease dated November 7, 1980, recorded in Book 143, at page 501, from John T. Felty and others to Henry Fullop.

Insofar as the foregoing oil and gas leases cover the following described lands:

N ½ SE 1/4 NE 1/4, Section 20, T3S, R8E, White County, Illinois, but limited to the McClosky Formation at a depth of 3473 to 3490 feet.

Smothers Comm. #1-A Lease

Countrymark Cooperative, LLP, Lease #102545

Pontiac Petroleum, Inc. .19677040 net revenue working interest

Cypress Resources, Inc. .17964430 net revenue working interest

Amalgamated Mining Western, Ltd. .01805920 net revenue working interest

In and to the following oil and gas leases, to wit:

Oil and gas lease dated November 5, 1979, recorded in Book 143, at page 491, from Eugenie L. Smothers and others to Henry Fullop.

Oil and gas lease dated November 5, 1979, recorded in Book 143, at page 493, from Eugenie L. Smothers and others to Henry Fullop.

Oil and gas lease dated November 27, 1979, recorded in Book 143, at page 495, from Leon Belangee and wife to Henry Fullop.

Oil and gas lease dated October 28, 1980, recorded in Book 143, at page 497, from Miles W. Friend and wife to Henry Fullop.

Oil and gas lease dated November 1, 1980, recorded in Book 143, at page 499, from Robert G. Wheeler and wife to Henry Fullop.

Oil and gas lease dated November 7, 1980, recorded in Book 143, at page 501, from John T. Felty and others to Henry Fullop.

Insofar as the foregoing oil and gas leases cover the following described lands:

N ½ SE 1/4 NE 1/4, Section 20, T3S, R8E, White County, Illinois, from the surface to the top of the McClosky Formation.

Williams Comm. #1 Lease

Countrymark Cooperative, LLP, Lease #32733

Robert W. Sessions	.02392570 net revenue working interest
John B. Wilson, Sr.	.01196290 net revenue working interest
Robert A. Kubach	.01196290 net revenue working interest
Douglas E. Corbin	.01196290 net revenue working interest
R.A. Martin	.00639400 net revenue working interest
Joseph R. Puckett and Donna L. Puckett	.01196290 net revenue working interest
Dennis L. Peggs and Carol K. Peggs	.01196290 net revenue working interest
Walter E. Hollmann and Betty L. Hollmann	.01196290 net revenue working interest
Charles A. Peggs, Jr. And Marijean Peggs	.01196290 net revenue working interest
Thomas M. North and Alice L. North	.01196290 net revenue working interest



Billie D. Riley and  
Lois N. Riley .01196290 net revenue working interest

Richard Heap and  
Billie Heap .01196290 net revenue working interest

Don Cagle .01196290 net revenue working interest

Herbert W. Dobbs and  
Edna F. Dobbs as  
Trustees of the  
Herbert W. Dobbs Trust  
dated November 6, 1980 .01196290 net revenue working interest

Sherman T. Littell and  
Doris Littell .01196290 net revenue working interest

David W. Meyer and  
Eva L. Meyer .01196290 net revenue working interest

In and to the following Oil and Gas Leases, to wit:

Oil and gas lease dated August 22, 1985, recorded in Book 179, at page 194, from Amos Williams and wife to Mid-America Petroleum Corp.

Oil and gas lease dated August 22, 1985, recorded in Book 179, at page 196, from M.J. Williams to Mid-America Petroleum Corp.

Insofar as the foregoing oil and gas leases cover the following described lands:

N ½ NW 1/4 SW 1/4, Section 20, T3S, R8E, White County, Illinois, but limited to production from the top of the St. Louis Limestone Formation and below.

**William Hall #1 Lease**  
**Countrymark Cooperative, LLP, Lease #42758**

Patricia G. Whitsitt .02520750 net revenue working interest

In and to the following oil and gas leases, to wit:

Oil and gas lease dated June 21, 1984, recorded in Book 167, at page 643, from Linda R. Hall and William L. Hall to White Oil Company.

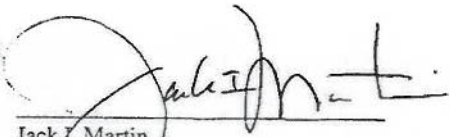
Oil and gas lease dated June 21, 1984, recorded in Book 169, at page 687, from Cornelia C. Bradley and others to White Oil Company.

Insofar as the foregoing oil and gas leases cover the following described lands:

S 1/2 SE 1/4 and S 1/2 SE 1/4 SW 1/4, Section 3; and NE 1/4 NW 1/4, Section 10, T6S, R10E, White County, Illinois.

- I. That all proceeds impounded by Countrymark Cooperative, LLP that correspond to the interest conveyed herein shall be paid to Grantee herein pursuant to Order of Sale entered November 30, 2004.

Dated this 7<sup>TH</sup> day of JANUARY, 2005.

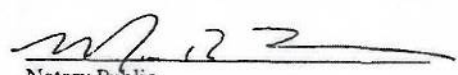


Jack I. Martin

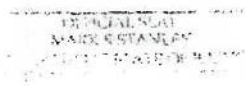
STATE OF Illinois )  
 ) SS.  
 COUNTY OF White )

I, the undersigned, a Notary Public, in and for said County and State aforesaid DO HEREBY CERTIFY that JACK I. MARTIN is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered as his free and voluntary act, for the uses and purposes therein set forth including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 7<sup>th</sup> day of JANUARY, 2005.



Notary Public



Mark R. Stanley  
 Attorney at Law  
 302 W. Robinson Street  
 Carmi, IL 62821  
 PH: (618) 382-3340  
 (Evans, Gary p. 403-414/cds)