

MISCELLANEOUS RECORD, "H"

John M. Carstens & wife
To
N. Ben Johnson

Oil Land Lease.
Fee \$1.65

Filed for record April 8th A.D. 1920
at 11:00 O'clock A.M.
Irene M. King, Register of Deeds
By Cora Welsh, Deputy.

Agreement made and entered into this 17 day of November A.D. 1919 by and between John M. Carsten and Mrs. Susie A. Carsten County of Jefferson, State of Nebraska, parties of the first part and N. Ben Johnson, party of the second part. Witnesseth, That the said parties of the first part, for and in consideration of the sum of One Dollar in hand well and truly paid by the party of the second part, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the party of the second part, to be paid, kept and performed, have granted, demised, leased and let and by these presents do-- demise, lease and let unto the second party his successors or assigns, for the sole and only purpose of mining and operating for oil and gas and of laying pipe lines, constructing tanks, buildings and other structures thereon to take care of said products, all that certain tract of land situate in the township of Rock Creek County of Jefferson, State of Nebraska, bounded and described as follows, to-wit:

South half (1/2) of the North East and North half (1/2) of South East Quarter of Section Eight (8) Township Two (2) North, Range Three (3) east of the Sixth (6) Principal M. containing 160 acres, more or less, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this State. It is agreed that this lease shall remain in force for the term of Five years and six months from this date, and as long thereafter as oil or gas or either of them is produced therefrom by the party of the second part, his successors or assigns. In consideration of the premises the said party of the second part covenants and agrees:

1st-To deliver to the credit of the first parties heirs or assigns, free of cost, in the pipe line to which second party may connect wells, the equal one eighth (1-8) part of all oil produced and saved from the leased premises.

2nd-To pay to the first parties One Hundred Dollars each year in advance for the gas from each well where gas only is found, while the same is being used off the premises; and the first parties to have gas free of cost to heat and light one dwelling house on said premises during the same time.

3rd-The Second party shall have the right to discharge any incumbrance on said premises and shall have a lien thereon for the amount so paid together with all costs and expenses incurred. The party of the second part agrees to begin a well on said premises within one year and six months from the date hereof, or pay One Dollar per acre in advance for each additional Twelve months such drilling is delayed from the time above mentioned for the beginning of such well until a well is begun. The above rental shall be paid to first parties in person or to the credit of the first parties at the Harbina Bank of Fairbury, Nebraska, and it is agreed that the drilling of such well shall be and operate as a full liquidation of all rent under this provision during the remainder of the term of this lease.

The party of the second part shall have the right to use oil, gas and water produced on said land for operation thereon, except water from wells of first parties. When requested by first parties the second party shall bury the pipe lines below plow depth. No well shall be drilled nearer than two hundred feet to the house or barn on said premises. Second party shall pay for damages caused by operation to growing crops on said lands. The party of the second part shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. For and in consideration of One Dollar, the receipt of which is hereby acknowledged the first parties herein expressly waive all right to demand or declare a cancellation or a forfeiture of this lease except for the non-payment of rentals when due; and further agrees that the party of the second part, his successors or assigns, shall have the right at any time on payment of one dollar to the party of the first parties, heirs or assigns, to surrender this lease for cancellation, after which all payments and liabilities thereafter to accrue under and by virtue of its terms shall cease and determine. All covenants and agreements herein set forth between the parties hereto shall extend to their successors, heirs, executors, administrators and assigns. Witness the following signatures and seals

Witnesses
S. T. Holliday
John M. Carstens (seal)
Susie A. Carstens (seal)
N. Ben Johnson (seal)
(seal)

State of Nebraska,)
Jefferson County,) ss On this 2nd day of December A.D. 1919 before me the undersigned S.T. Holliday a Notary Public, duly commissioned and qualified for and residing in said County, personally came John M. Carsten and Susie A. Carstens his wife, the said lessor and N. Ben Johnson the said lessee, to me known to be the identical persons whose names are affixed to the foregoing instrument as lessor and lessee and acknowledged said instrument to be their voluntary act and deed. Witness my hand and Notarial Seal the day and year last above written.

S.T. Holliday, Notary Public.

My commission expires the 28 day of Nov. 1925.



For valuable consideration on Oil Lease
this 14th day of January A.D. 1922
N. Ben Johnson
Irene M. King