



BrV-1225

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:
That the undersigned,

W. B. Smethers, a single man

hereinafter called Assignor (whether one or more), for and in consideration of One Dollar (\$1.00) the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto SMALANCE OIL COMPANY, a Utah Corporation, an undivided 75%; and William F. Elder & Helen E. Elder, as Joint Tenants, an undivided 25%

(hereinafter called Assignee), all right, title and interest, subject to the overriding royalty reservation hereinafter set out, in and to the oil and gas lease dated September 8, 1970, from

James G. Jensen and Madolin V. Jensen, his wife

State of Nebraska } SS 1060
County of Washington }
Entered in Numerical Index and filed for record
this 13 day of September
A. D. 1971 at 10:40 o'clock A.M.
and recorded in Book 1 at page 225
Charlotte L. Peterson
County Clerk
Lorne Hoff Deputy

_____, lessor S
to W. B. Smethers, a single man, lessee
recorded in book U, page 543-544 insofar as said lease covers the following described land in
Washington County, State of Nebraska:

Township 17 North - Range 12 East
Section 5: W/2 NE/4 NW/4
Section 6: E/2 NE/4; NE/4 SE/4
Township 18 North - Range 12 East
Section 31: Tax Lots 2, 4, 5'

FILED
10:40 AM
SEP 13 1971
CHARLOTTE L. PETERSEN
COUNTY CLERK
WASHINGTON COUNTY, NEBRASKA

of Section ----- Township ----- Range ----- and containing 308 acres, more or less together with the rights, incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

In the event the assignee herein shall elect to not pay the rental due under the lease herein assigned, Assignee agrees, at least thirty days prior to any such rental date, to tender to the Assignor herein an assignment, without warranty of title, of all of the interest herein assigned.

The Assignor herein hereby expressly excepts, reserves, and retains title to an undivided 1/16th of 7/8ths

of all oil, gas, and casinghead gas produced, saved, and marketed from the above described land under the provisions of the aforesaid lease, or any extension or renewal thereof, as an overriding royalty, free and clear of any cost and expense of the development and operation thereof, excepting taxes applicable to said interest and the production therefrom.

And for the same consideration the Assignor covenants with the Assignee, its or his heirs, successors, or assigns: That the Assignor is the lawful owner of and has good title to the interest above assigned in and to said lease, estate, rights, and property, free and clear from all liens, encumbrances or adverse claims; That said lease is a valid and subsisting lease on the land above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed, and that the Assignor will warrant and forever defend the same against all persons whomsoever, lawfully claiming or to claim the same.

All of the provisions of this assignment shall be available to and binding upon the respective heirs, executors, administrators, successors, and assigns of the Assignor and Assignee herein.

EXECUTED, This 7th day of September, 1971.

W. B. Smethers

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 7th day of September, 1971, personally appeared and W. B. Smethers, a single man

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

My commission expires 9-22-71
[Signature] Notary Public