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MISCELLANEOUS RECORD NO. 7.

of rental or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due payment of said rental.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

It is agreed that all payments may be made by lessee to Karl C. Brown for distribution.

IN WISCONSIN, COUNTY OF STON, this the 18th day of July, 1936.

Witnesses:

H.C. Hunter.

Victor I. Jeep.

Karl C. Brown.

Barbara Brown.

Richard S. Brown, a minor by

W.S. Brown, Jd.

Legal Guardian of Richard S.

Brown.

Marguerite H. Brown.

State of Wisconsin.)

(ss

County of Sarp.)

Before me, the undersigned, a Notary Public, in and for said County and State on this 24th day of July, 1936, personally appeared Karl C. Brown and Margary Brown, his wife, Mary (Brown) married, and Richard S. Brown by Karl C. Brown, his legal guardian.

To be known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

My Commission expires July 31, 1936.

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Filed September 30, 1936, 11 o'clock A.M.

VICTOR I. JEEP.

Notary Public.

Oil and Gas Lease \$6.50 Pr.

P. C. Blumenthal
County Clerk by *P. C. Blumenthal*

OIL AND GAS LEASE.

AGREEMENT, made and entered into the 14th day of July, 1936, by and between John H. Schram and Clara Schram, his wife, of Fapillon, Neb., party of the first part, hereinafter called lessor (whether one or more) and Victor I. Jeep party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of the Dollar cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let unto the said lessee, for the sole and only purpose of mining and operating for oil and gas, and laying pipe lines, and building tanks, towers, stations and structures thereon to produce, save and to be sold or sold products, all that certain tract of land situate in the County of Sarp, State of Nebraska, described as follows, to-wit:

Tax Lot 7, Tax Lot 12 A, Tax Lot 23 and Tax Lot 26, of Section 26 Township 14 Range 13 and containing 1.7 acres, more or less.

It is agreed that this lease shall remain in force for a term of 3 years from this date, and as long thereafter as oil or gas or either of them is produced from said land by the lessee.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which he may connect his wells, the equal to one-eighth part of all oil produced and saved from the leased premises.

2nd. To pay the lesser one-eighth value of gas from each well where gas only is found, while the same is being used off the premises, and lessor to have gas free of cost from any such well for all stoves and all inside light in the principal dwelling house on said land.