

MISCELLANEOUS RECORD No. 7.

KARL C. BROWN, Etal. :
 TO :
 VICTOR I. JEEP. :
 Oil and Gas Lease \$2.50 Pd. :

Filed September 30, 1930, 11 o'clock A.M.

J. E. Johnson
 County Clerk. *By Ross W. Jones*
County Clerk

OIL AND GAS LEASE.

AGREEMENT, Made and entered into the 16th day of July, 1930, by and between Karl C. Brown and Margaret Brown, his wife, Marguerite H. Brown, unmarried, and Richard S. Brown, a minor, by Karl C. Brown, his guardian, hereinafter called lessor (whether one or more), and Victor I. Jeep, hereinafter called lessee;

WITNESSETH: That the said lessor, for and in consideration of One (31.00) Dollars, cash in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on part of lessee to be paid, kept and performed, has granted, demised, leased and let 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 of laying of pipe lines, and of building tanks, powers, stations and structures thereon to produce, save and take care of said products; all that certain tract of land situated in the County of Sarpy, State of Nebraska, described as follows to-wit: All that part of the Northeast Quarter (NE¹) of Section Twenty-six (26) lying north of the right of way of the U-P R.R. CO. and containing 147.92 acres; Tax Lot 21B of said Section 26; Tax Lot Three (3) of Section Twenty-five (25) containing 15.23 acres and Lots 1, 2, 3, 4, 5, 6, 7 and 8 of Block 3 Basiles Sub-Division of the Village of Papillion, all in Township 14, Range 12 and containing 165 acres, more or less.

It is agreed that this lease remain in force for a term of five years from this date, and as long thereafter as oil or gas or either of them is produced from said land by 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 one-eighth part of all oil produced and saved from the leased premises.

2nd. To pay lessor an one-eighth part or a one-eighth royalty for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline or any other product, a royalty of one-eighth (1/8), payable monthly at the prevailing market rate; and lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling house on said land during the same time by making their own connections with the well at their own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) payable monthly at the prevailing market rate.

If no well be commenced on said land on or before the 1st. day of September, 1931, this lease shall terminate as to both parties, unless the lessee shall on or before that date pay or tender to the lessor or to the lessor's credit in the Banking House of A.W. Clarke, at Papillion Nebraska, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of One Hundred & Sixty five Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals, in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

It said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided for shall be paid the said lessor only in the proportion which their interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for his operations thereon, except water from the wells of lessor.

When requested by lessor, lessee shall bury his pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor.

Lessee shall pay for damages caused by his operations to growing crops on said land.

Lessee 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.

If the estate of either party hereto is assigned and the privilege of assigning in whole or in part is expressly allowed the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignments

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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 TESTIMONY WHEREOF I SIGN, This the 18th day of July, 1930—

Witnesses:

R.C. Hunter.

Victor I. Jeep.
Karl C. Brown.
Margaret Brown.
Richard S. Brown, a minor by
K.C. Brown, Jdr.
Legal guardian of Richard S.
Brown.
Larverite H. Brown.

State of Nebraska,)

(ss

County of Sarpy,)

Before me, the undersigned, a Notary Public, in and for said County and State on this 24th day of July, 1930, personally appeared Karl C. Brown and Margaret Brown, his wife, Larverite Brown, unmarried, and Richard S. Brown by Karl C. Brown, his legal guardian, to me 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, 1933.

D.S. Mickerson, Notary Public.

#D.S. Mickerson, Notarial Seal #
#Sarpy County, Nebraska. #
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JOHN H. SCHRAM & WIFE.

Filed September 30, 1930, 11 o'clock A.M.

VICTOR I. JEEP.

Oil and Gas Lease 29.50 Pa.

John C. Schram
County Clerk, Sarpy County, Nebraska

OIL AND GAS LEASE.

AGREEMENT, Made and entered into the 11th day of July, 1930, by and between John H. Schram and Clara Schram, his wife, of Papillion, near, 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 One 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, pumps, stations and structures thereon to produce, save and take care of said products, all that certain tract of land situate in the County of Sarpy, State of Nebraska, described as follows, to-wit:

Tax Lot 22, Tax Lot 12 A, Tax Lot 23 and Tax Lot 25, of Section 26 Township 14 Range 14 and containing 117 acres, more or less.

It is agreed that this lease shall remain in force for a term of 5 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 lessor 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