

MISCELLANEOUS RECORD "W"

75447 OMAHA PRINTING CO. OMAHA

FROM

B. Wolph et al

TO

B. Wolph

STATE OF NEBRASKA } ss.
CASS COUNTY

Entered in Numerical Index and filed for record in the Register of Deeds

Gas office of said County the 21 day of December 1927
and Oil at 4 o'clock and 10 minutes P. M., and recorded in Book
Lease "W" page 141 of Mis'l Record

Jessie M. Robertson, Register of Deeds

\$2.00

By

Deputy

Agreement, MADE AND ENTERED INTO the 29th day of Sept. 1926 by and between
B. Wolph and Gertrude Wolph of Nehawka, Nebr.
party of the first part, hereinafter called lessor (whether one or more) and B. Wolph

COMPARED

party of the second part, lessee,

WITNESSETH: That the said lessor, for and in consideration of ONE - - - - - DOLLARS, 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, 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 Cass, State of Nebraska, described as follows, to-wit:

W $\frac{1}{2}$ NE $\frac{1}{4}$ sec 25, T. 10 R. 12 Avoca Precinct, Cass Co.

of Section 25, Township 10, Range 12, and containing 80 acres, more or less.

It is agreed that this lease shall 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 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 one-eighth part of all oil produced and saved from the leased premises.

2d To pay the lessor one eighth of the gross proceeds of the sale each year the 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 lights in the principal dwelling house on said land during the same time by making his own connections with the wells at his own risk and expense.

3d To pay lessor for gas produced from any oil well and used off the premises at the rate of one hundred - - - - - Dollars per year, for the time during which such gas shall be used, said payments to be made each three months.

If no well be commenced on said land on or before the 1st day of November 1928 this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor, or to the lessor's credit in the Nehawka Bank at Nehawka, Nebr. or its successors, which shall continue as the depository regardless of any changes in the ownership of said land, the sum of fifty cents per acre 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. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

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 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.

If 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 shall be paid the lessor only in the proportion which his 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 its operations thereon except water from wells of lessor.

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

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

Lessee shall pay for damages, caused by its 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 assignment of rentals 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 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

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for lessor, by payment, any deeds of trust, 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.

IN TESTIMONY WHEREOF WE SIGN, this the **13th** day of **Oct.**, 19 **26**
Witness:
Walter J. Wunderlich

B. Wolph
Gertrude Wolph

ACKNOWLEDGMENT TO THE LEASE

STATE OF NEBRASKA }
COUNTY OF CASS } ss. On this **13th** day of **Oct.**, 19**26** before me, **Walter J. Wunderlich**, a Notary Public,
personally appeared **B. Wolph** and **Gertrude Wolph**, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in **Nebraska** the day and year first above written.

My term expires **Oct. 18th** 19 **28** **Walter J. Wunderlich**
Notary Public in and for said County and State.

{**Walter J. Wunderlich**
{**My commission expires Oct. 18, 1928**
{**Notarial Seal, Cass County, Nebraska**}

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:
That **B. Wolph** of **Nebraska** State of Nebraska, the within named grantee in consideration of the sum of **one** Dollars to **Robt. C. Druessedow, Trustee** in hand paid, the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer, set over and convey unto **Robt. C. Druessedow, Trustee** his heirs, and assigns, the within grant.

TO HAVE AND TO HOLD THE SAME FOREVER, subject nevertheless, to the conditions therein contained.

In Witness Whereof, the said grantee has hereunto set **his** hand this **18th** day of **October** 19 **27**
B. Wolph

ACKNOWLEDGMENT TO THE ASSIGNMENT

STATE OF NEBRASKA }
COUNTY OF CASS } ss. On this **18th** day of **October**, 19 **27** before me, **Walter J. Wunderlich**, a Notary Public,
personally appeared **B. Wolph**, and his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in **Nebraska, Nebr.** the day and year first above written.

My term expires **Sept. 28th** 19 **33** **Walter J. Wunderlich**
Notary Public in and for said County and State.

{**Walter J. Wunderlich**
{**General Notarial Seal**
{**My commission expires**
{**Sept. 28, 1933**
{**Cass County, Nebraska**}