

MISCELLANEOUS RECORD No. 7.

Margaret Schram, Guardian of George Raymond Farrell and Margaret Mary Farrell, Minors.

State of Nebraska,)

(ss

County of Sarpy,)

Before me, the undersigned, a Notary Public in and for said County and State on this 14 day of August, 1930, personally appeared Mary Schram and Margaret Schram for herself and as guardian of George R. Farrell and Margaret Mary Farrell, minors, and as Adm'r Est. of George Schram dec'd 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 - - - 19 -

Ralph J. Nickerson, Commission Ex- #
pires April 14, 1932, Notarial Seal #
#General Nebraska. #

Ralph J. Nickerson Notary Public.

State of Colorado,)

(ss

County of Cheyenne)

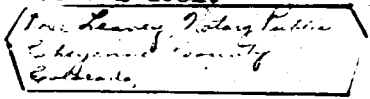
Before me, the undersigned, a Notary Public, in and for said County and State on this 25th day of August, 1930, personally appeared Peter Schram and Ella Schram, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they 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 9-2-1931.

State of Nebraska,)

(ss



Rose Leavey Notary Public.

County of Sarpy,)

On this 12 day of September 1930, before me, a Notary Public in and for said county, appeared personally the above named Leonard Schram and Josephine Tex who are personally known to me to be the identical persons whose names are affixed to the above instrument as grantors or lessors and they acknowledged said instrument to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the date last aforesaid.

Ralph J. Nickerson, Commission Ex- #
pires April 14, 1932, Notarial Seal #
#General Nebraska. #

Ralph J. Nickerson.
Notary Public.

My commission expires on the - day of - 193

ARTHUR J. PFLUG & WIFE :
TO :
VICTOR I. JEEP. :
Oil and Gas Lease \$2.50 Pd. :

Filed September 30, 1930, 11 o'clock a.m.

Joe E. Strawn
County Clerk. By *Rose M. Love* Deputy

OIL AND GAS LEASE.

AGREEMENT Made and entered into this 9th day of July, 1930, by and between Arthur G. Pflug and Johanna M. Pflug husband and wife, of Ralston, Nebraska Party of the first part, hereafter called lessor (whether one or more) and Victor I. Jeep, party of the second part, lessee.

WITNESSETH, That the said lessor, for and in consideration of One (\$1.00) 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 situate in the County of Sarpy, State of Nebraska described as follows, to-wit:

The North Half of the Northeast Quarter (N1/2NE1/4) of Section 14, Township 14, 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 the lessee produces oil and gas, or either of them, from said

MISCELLANEOUS RECORD No. 7.

land or the premises are being developed or operated.

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 to the lessor the equal one-eighth of the net proceeds, payable quarterly each year for the gas from any such 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 walls at his own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises, the equal one-eighth part of the net proceeds for casing head gas at the well, for the time during which such gas shall be used, said payments to be made quarterly.

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 on or before that date shall 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 Eighty (\$80.00) Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of a well twelve months from said date. In like manner and upon like payment or tenders the commencement of a well may be further deferred for like period or 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 privileges 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 hold, 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 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 operation thereon.

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 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 rentals.

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 lessee may use water from any wells on said premises provided it is not required for use by lessor or his tenants.

Whereof witness our hand as of the day and year first above writ.

Witness:

R.C. Hunter.

Victor E. Jeep (SEAL)

Arthur G. Pfling (SEAL)

Johanna R. Pfling (SEAL)

ACKNOWLEDGMENT OF THE LEASE.

State of Nebraska,)

(ss

County of Douglas,)

MISCELLANEOUS RECORD No. 7.

BE IT REMEMBERED, That on this 9th day of July, in the year of our Lord one thousand nine hundred and thirty, before me, a Notary Public in and for said County and State, came Arthur G. Pflug and Johanna R. Pflug, his wife, to me personally known to be the identical persons who executed the above and foregoing instrument, and who duly acknowledged the execution of the same, as their voluntary act and deed.

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

My commission expires November, 15, 1932.

#Richard C. Hunter, Notarial Seal#
#Commission Expires #
#Douglas County, Nebraska. #
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Richard C. Hunter
Notary Public.

ALBERT A. PFLUG & WIFE :
TO :
VICTOR I. JEEP. :
Oil and Gas Lease \$2.50 Pd. :

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

Geo. E. Meador
County Clerk. By Rose M. Love Deputy

OIL AND GAS LEASE.

AGREEMENT, Made and entered into 14th day of August, 1930, by and between Albert A. Pflug and Amanda Pflug, his wife, Party of the first part, hereafter called lessor (whether one or more) and Victor I. Jeep, party of the second part, lessee.

WITNESSETH, That the said lessor, for and in consideration of One (\$1.00) 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 situate in the County of Sarpy, State of Nebraska, described as follows, to-wit:

The South Half of the Northeast Quarter (~~S1/2~~) of Section 14, Township 14, Range 12, and containing 79 acres, more or less.

It is agreed that this lease shall remain in force for a term of three years from this date, and as long thereafter as the lessee produces oil and gas, or either of them, from said land or the premises are being developed or operated.

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 to the lessor the equal one-eighth of the net proceeds, payable monthly for the gas from any such 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.

3rd. To pay lessor for gas produced from any oil well and used off the premises, the equal one-eighth part of the net proceeds for casing head gas at the well, for the time during which such gas shall be used, said payments to be made monthly.

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 on or before that date shall 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 Eighty (\$80.00) Dollars which shall operate as a rental and cover the privilege of deferring the commencement of a well twelve months from said date. In like manner and upon like payment or tenders the commencement of a well may be further deferred for like period or 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 privileges 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 hold, 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