

0 155 1

By deed T. Stand #54

75

Huber

Form 38 (Producers)

(LEASES) *Michael*

B

OIL AND GAS LEASE

AMERICAN BLUE PRINT CO.
217 N. Main Street, Lincoln, Nebraska

Commence
AGREEMENT, Made and entered into this 26th day of October, 1958,
by and between Michael Sonderrup

Blair, Nebr.

Party of the first part, hereinafter called lessor (whether one or more) and

Roy W. Johnson, Donald W. Slattery and Paul J. House Parties of the second part, hereinafter called 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 said lessee, for the sole and only purpose of mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Washington State of Nebraska, described as follows, to-wit:

lots 27 and 28 of Section 2, Township 18 N., Range 11 E.

The south west quarter of the south east quarter (SW 1/4 SE 1/4), and

lots 25 and 26 of Section 3, Township 18 N., Range 11 E.

East of the 6th principal meridian.

of Section --- Township --- Range --- and containing 120 acres more or less.

It is agreed that this lease shall remain in full 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 lessee may connect his wells, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay lessor for gas from each well where gas only is found the equal one-eighth (1/8) of the gross proceeds at the prevailing market rate for all gas used on the premises, said payments to be made monthly 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 well at his own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used on the premises, or for the manufacture of casing-head gasoline, one-eighth (1/8) of the proceeds at the prevailing market rate for the gas used, 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 25th day of October, 1959, 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 Washington County Bank at Blair, Nebr.

or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of \$120.00

One hundred and twenty DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for 2 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 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 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.

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, and the signing of this agreement shall be binding on each of the above named parties who sign, regardless of whether it is signed by any of the other parties.

Lessee shall have the right to use, free of cost, gas, oil, and water produced on said land for its operation thereon, except water from 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 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 lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with the like effect as if such well had been completed within the term of years herein first mentioned.

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 payments 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.

Whereof witness our hands as of the day and year first above written. Michael Sonderrup (SEAL)
Witness to the mark. _____ (SEAL)
_____ (SEAL)
_____ (SEAL)
_____ (SEAL)
_____ (SEAL)

STATE OF Nebraska }
 COUNTY OF Washington } ss. **ACKNOWLEDGMENT FOR INDIVIDUAL** (Nebraska)
 Before me, the undersigned, a Notary Public, within and for said County and State, on this 26th
 day of October, 1958, personally appeared
 and Michael Sonderup

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 last above written.
 My commission expires October 1, 1963
General Notary Public



STATE OF _____ }
 COUNTY OF _____ } ss. **ACKNOWLEDGMENT FOR INDIVIDUAL** (Kans., Okla. and Colo.)
 Before me, the undersigned, a Notary Public, within and for said County and State, on this _____
 day of _____, 19____, personally appeared _____
 and _____

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 _____ 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 last above written.
 My commission expires _____
 _____ Notary Public

STATE OF _____ }
 COUNTY OF _____ } ss. **ACKNOWLEDGMENT FOR CORPORATION**
 Be it remembered that on this _____ day of _____, 19____, before me, the undersigned, a
 Notary Public, duly commissioned in and for the county and state aforesaid, came _____
 _____ president of _____

a corporation of the State of _____, personally known to me to be such officer, and to be
 the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly ac-
 knowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.
 IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written.
 My commission expires _____
 _____ Notary Public

OIL AND GAS LEASE

FROM _____ TO _____
 Date _____, 19____
 Section _____ Twp. _____ Rge. _____
 No. of Acres _____ Twp. _____ County _____

STATE OF Nebraska }
 County of Washington } ss.
 This instrument was filed for record on the
12 day of May, 1958
 at 9:00 o'clock P.M. and duly recorded
 in Book 100 Page 156 of
 the records of this office.
Michael Sonderup
 Notary of Deeds
 By Michael Sonderup
 General Notary Public
 When recorded, return to
Michael Sonderup
 General Notary Public
 THE KANSAS BLUE PRINT CO.
 14 NORTH MARKET ST. WICHITA, KANSAS
 TELEPHONE SERVICE 61-10101/01-4113

NOTE: When signature by mark in Kansas, said mark to be witnessed by at least one person and also acknowledged.
 For acknowledgment by mark, use regular Kansas acknowledgment.

STATE OF _____ }
 COUNTY OF _____ } ss. **ACKNOWLEDGMENT FOR INDIVIDUAL** (Kans., Okla. and Colo.)
 Before me, the undersigned, a Notary Public, within and for said County and State, on this _____
 day of _____, 19____, personally appeared _____
 and _____

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 _____ 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 last above written.
 My commission expires _____
 _____ Notary Public