

4428D—SHAWA PRINTING COMPANY, CHICAGO

JAMES D. HANEY ET AL :  
 TO :  
 METROPOLITAN LIFE INS. CO.:  
 Mineral Deed \$1.50 Pd. :  
 :

Filed December 14, 1946 at 12 o'clock A.M.

*Beane Deter*  
 \_\_\_\_\_  
 County Clerk

MINERAL DEED

THIS MINERAL DEED made and entered into this 19th day of November, 1946, between James D. Haney and Gladys B. Haney of Sarpy County, Nebraska, (hereinafter designated as grantors) parties of the first part and Metropolitan Life Insurance Company, a corporation of the State of New York, with its principal office at No. 1 Madison Avenue, New York, New York, (hereinafter designated as the grantee) party of the second part:

WITNESSETH: That in consideration of \$1.00 in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged, the said parties of the first part have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said Metropolitan Life Insurance Company, the party of the second part, an undivided one-half interest in and to all of the oil, gas and other minerals in and under and that may be produced from the lands and premises situate in the County of Sarpy, State of Nebraska, described as follows:

The North half of the Southwest quarter and the South half of the Southwest quarter of the Northwest quarter of Section Thirty-four, Township Fourteen North, Range Twelve East of the Sixth Principal Meridian for a period of twenty years from April 8th, 1941.

Reserving to the grantors, their heirs and assigns, the right to execute and deliver, sell and convey an oil and gas mining lease or leases covering all of the oil and gas, and other minerals, in and under or that may be produced from the premises hereinbefore described, including the interests of both the grantors and the grantee herein, without the grantee herein being obligated to join in any such lease or leases, provided, however, that any such lease or leases, if and when made, shall contain a provision for the payment by the lessee of a royalty of not less than one-eighth of all of the oil, gas and other minerals produced and saved from said premises, and which shall be delivered to the lessors and the grantee herein or their assigns, free of cost in the pipe line to which the lessee may connect any well or wells on said land; and shall also provide for the payment of not less than one-eighth of the gross proceeds each year payable quarterly for gas from each well, where gas only is found, while same is being used off the premises, and if used in the manufacture of gasolene, a royalty of not less than one-eighth payable monthly at the current market rate for gas.

Any such lease or leases made pursuant to the foregoing reservation shall further provide that one-half of the royalty provided for therein shall be paid to Metropolitan Life Insurance Company, its successors or assigns; that the said lease or leases shall provide that there shall be paid to Metropolitan Life Insurance Company, its successors or assigns, not less than one-sixteenth of all of the oil and gas produced and saved without any costs or charges upon said interest of Metropolitan Life Insurance Company for the producing and marketing of said oil or gas or in connection with the operations under said lease or leases.

Any lease or leases made by the grantors herein covering said property which do not contain the provision hereinbefore recited shall be void and of no force and effect as to the interest in said premises of Metropolitan Life Insurance Company.

All bonuses paid upon the execution of such lease or leases, and all annual rentals or delay money which may be provided by the terms of said lease or leases to be paid to the lessors to extend the term within which a well may be begun on said premises, shall be paid to the grantors, who shall be entitled to receive all of same and shall in no wise be obligated to account to or remit to the grantee therefor.

TO HAVE AND TO HOLD, the premises hereinbefore described, together with all and singular the rights and appurtenances thereto in anywise belonging or appertaining, unto Metropolitan Life Insurance Company, its successors and assigns, for a period of twenty years from April 8th 1941: said grantors do hereby bind themselves, their heirs, executors and administrators to warrant and forever defend all and singular the said property hereinbefore described, unto the Metropolitan Life Insurance Company, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, from, by or under said grantors, and agree that the grantee shall have the right, at any time, to redeem for said grantors by payment, any lien, mortgage, tax or other lien against the premises hereinbefore described in the event of default of payment by said grantors, and shall be subrogated to the rights of the holder thereof.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals this 19th day of November, A.D. 1946.

James D. Haney (L.S.)  
 Gladys B. Haney (L.S.)

STATE OF NEBRASKA ) SS:
COUNTY OF SARPY )

On this 10th day of December, 1946, before me, a Notary Public in and for said County, personally appeared James D. Haney and Gladys B. Haney personally to me known to be the identical persons whose names are affixed to the foregoing Mineral Deed as grantors and who executed the same, and acknowledged the execution of the Mineral Deed to be their voluntary act and deed for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date last above written.

TOM DOOLEY GENERAL NOTARY
STATE OF NEBRASKA
COMMISSION EXPIRES MAR. 20, 1952

Tom Dooley
Notary Public

JOHN W. ALBERRY, ET AL :
AND :
LEE R. ALBERRY :
Agreement for W.D. \$2,000.00

Filed December 16, 1946 at 9.45 o'clock A.M.

Benjamin Dotson
County Clerk

ARTICLES OF AGREEMENT, made this 8th day of May, in the year of our Lord One Thousand Nine Hundred and forty six between John W. Allbery and Maude Allbery his wife--Myrtle Dotson and Marvin Dotson her husband--Anna Foster single--Elizabeth Richardson and Robert Richardson her husband--W. E. Allbery and Rheba A. Allbery his wife and Richard Allbery and Thaylia Allbery his wife party of the first part, and Lee R. Allbery party of the second part

WITNESSETH, that the said party of the first part hereby covenants and agrees that if the party of the second part shall first make the payment and perform the covenants hereinafter mentioned on his part to be made and performed, the said party of the first part agrees to furnish to second party a good and sufficient abstract of title showing a good title of record to the premises hereinafter described in the party of the first part, and will convey and assure to the party of the second part, in fee simple, clear of all encumbrances whatsoever, by good and sufficient Warranty Deed, the following lot, piece and parcel of ground, viz:

The west half of the southeast quarter, the Northeast quarter of the Southeast quarter, the Northwest quarter of the Northeast quarter, and the Southeast quarter of the Northeast quarter, all of which is situated in Section 16 Township 14 North Range 10 East of the 6th P.M.

And the said party of the second part covenants and agrees to pay to said party of the first part, the sum of Ten thousand two hundred---DOLLARS, in the manner following:

Dollars, cash in hand paid, the receipt whereof is hereby acknowledged, and the balance on or before June 10th, 1946--It is understood that all crops for the year 1946 shall go to the purchaser--Any insurance shall be paid by party of the 2nd part on a pro-rata basis--All buildings, fences and any and all improvements go with the premises, nothing being reserved.

It is hereby understood that the grantors named herein are agreeing to convey their undivided 6/7 interest in and to the above described premises.

Party of the second part agrees to pay all taxes, assessments or impositions that may be legally levied or imposed upon said land, subsequent to the year 1945 and keep the buildings insured for \$ ---. If there is a mortgage on said property, pay interest and taxes thereon up to --- It is mutually agreed that time is an essential element in this contract. And it is further agreed that in case of any payment, either of principal or interest, remaining unpaid for a space of 60 days after the same shall become due, and in case of failure of the said party of the second part to make either of the payments or to perform any of the covenants on part hereby made and entered into, this contract shall at the option of the party of the first part, be forfeited and determined and the party of the second part shall forfeit all payments by him on this contract, and such payments shall be retained by the said party of the first part in full satisfaction of all the damages by them sustained and they shall have the right to re-enter and take possession of said premises aforesaid

It is mutually agreed that all the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

IN WITNESS WHEREOF. The parties of these presents have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of
W. A. Snare as to --- John W. Allbery & Maude E. Allbery
Elizabeth R. Richardson & Robert Richardson
Myrtle H. Dotson & Marvin Dotson
Anna Foster
Richard E. Allberry Thaylia I. Allberry
W. E. Allberry Rheba A. Allberry