

Madison County, Iowa

Book 74

Harry Gutshall)
to
Seibel Oil Corporation)

Oil & Gas
Lease

Filed for record the 17 day of October A.D. 1921 at 10.47
o'clock A.M.

Nettie W. Winship, Recorder
Winifred Whedon, Deputy
Fee \$1.10 # 1862. ✓

AGREEMENT, Made and entered into the 6th day of June 1921, by and between Harry Gutshall Widower, of Van Meter, Ia, Party of the first part, hereinafter called lessor (whether one or more) and Seibel Oil Corporation, party of the second part, lessee:

WITNESSETH: That the said lessor, for and in consideration of One No/100 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, 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 Madison State of Iowa, described as follows, to-wit:

$\frac{1}{2}$ N.W. $\frac{1}{4}$ Sec 2.77-27 of Section 2 Township 77 Range 27 and containing 80 Acres, more or less

It is agreed that this lease shall remain in force for a term of Five (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 one-eighth part of all oil produced and saved from the leased premises. ;

2nd. To pay the lessor Two hundred no/100 Dollars each year in advance, for 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.

3rd. To pay lessor for gas produced from any oil well and used off the premises at the rate of One hundred no/100 Dollars per year, for the time during which such gas shall be used, said payments to be made each three months in advance.

If no well be commenced on said land on or before the 6th day of December, 1922 this lease shall terminate as to both parties, unless the lessee on or before the date shall pay or tender to the lessor, or to the lessor's credit in the Booneville Saving- Bank at Booneville Iowa or its successors, which shall continue as the depository regardless of changes in ownership of said land, the sum of Eight & no/100 Dollars, which shall operate as a rental and cover the privileges of deferring the commencement of a well for 12 months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like period 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 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 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 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.

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FIDLAR & CHAMBERS, DAVENPORT, IOWA.

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 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 privileges 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 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 land 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 insofar 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.

In Testimony Whereof We sign this the 6th day of June 1921.

Harry Gutshall (Seal)

Seibel Oil Corporation (Seal)
By C.L. Seibel Pres.
O.O. Brinker Sec

State of Iowa County of Dallas Be It Remembered,

That on this 6th day of June in the year of our Lord one thousand nine hundred and twenty-one, before me, a Notary Public in and for said County and State, came Harry Gutshall and---- to me personally known to be the identical person who executed the above and foregoing instrument, and who each duly acknowledged the execution of the same.

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 July 4, 1921.

Fred S. Whiting
Notary Public

