

construction, location or maintenance of structures, tanks, pits, reservoirs, equipment or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil or gas.

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 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, except water from wells of lessor.

When requested by the 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 operation to growing crops on said lands.

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, 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 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 as to which the said lessee or any assignee thereof shall make due payment of said rental.

Lessor agrees that the lessee shall have the right at any time to pay for lessor, any mortgage, 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, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rental in any National Bank located in same county with first named bank, due notice of the deposit of such rental to be mailed to lessor at last known post office address.

Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

The undersigned, lessors, for themselves, their heirs, and assigns, hereby surrender and release all rights of dower and homestead, in the premises herein described, in so far as said rights of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

In Testimony Whereof, We Sign, as of the day and year first above written.

The Federal Land Bank of Omaha (SEAL)
By H. A. Viergutz (SEAL)
Vice President

(CORPORATE SEAL)

Attest:

Wayne E. Smith
Secretary

STATE OF _____)
COUNTY OF _____)SS.

On this ____ day of ___, in the year 19____, before me, ___, a Notary Public, personally appeared ___, known to me to be the person whose name ___ subscribed to the within instrument, and acknowledged to me that ___ executed the same.

My commission expires _____, Notary Public

STATE OF _____)
COUNTY OF _____)SS.

On this ____ day of ___, in the year 19____, before me, ___, a Notary Public, personally appeared ___, known to me to be the person whose name ___ subscribed to the within instrument, and acknowledged to me that ___ executed the same.

My commission expires _____, Notary Public

STATE OF NEBRASKA))SS.
COUNTY OF DOUGLAS)

On this 25th day of August, in the year 1945, before me, Gladys Reineke, a Notary Public, personally appeared H. A. Viergutz known to me to be the Vice-President of the corporation that executed the within instrument, and acknowledged to me that such corpor-