

CONTRACT AND AGREEMENT

1 This contract and agreement made and entered into this 25th day of  
2 May, 1956 by and between John A. Aday, party of first part, and Cecil D'Spain,  
3 party of the second part, WITNESSETH:

4 WHEREAS, First Party and his associates have drilled a well on land  
5 of the Second Party in search of oil and/or gas, but due to considerable  
6 difficulties have been unable to complete said well and have abandoned the same,  
7 and  
8

9 WHEREAS, Second Party has agreed that he will relieve First Party and  
10 his associates from the responsibility of filling pits, clearing the location of  
11 all junk and plugging the said well for the purpose of using the same as a water  
12 well.

13 Second Party has this date purchased from First Party a 48 Star Standard  
14 Drilling Rig, fully equipped and including all tools and equipment used in connec-  
15 tion therewith, for and in consideration of the sum of \$2,000.00 and the perform-  
16 ing the plugging of the well, clearing the location of all junk and filling the pits.  
17 It being understood and agreed that Second Party is to also have all casing in  
18 the well, ~~and one third of the casing above the ground.~~ Second Party excepts from  
19 the equipment used in connection with the said drilling rig one small electric  
20 welder which is to be retained by First Party.  
21  
22

23 It is agreed and understood that the sum of \$2,000.00 shall be  
24 paid to first party from the proceeds of one-half of the profit derived from the  
25 use of said rig, interest free, doing custom work for the drilling and servicing  
26 of ~~water~~ wells. It being understood that Second Party is not to charge  
27 Driller's wages against the work performed for his own services in arriving  
28 at the profit earned by said rig. Second Party agrees to maintain an accurate  
29 statement of his earnings from the use of said rig, which said statement shall  
30 be furnished to First Party upon request, and the profit divided after each job.  
31

32 It is specifically understood and agreed that Second Party is a farmer  
and rancher and devotes his full time to the same during the crop season and

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515 CENTRAL AVENUE N.E.  
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*J.A.*

*C.D.  
J.A.*

1 that he does not contemplate using said rig for custom work except in the off  
2  
3 season for his farming operations.

4 It is specifically agreed and understood that the said John A. Aday  
5  
6 certifies and guarantees to Second Party that there are to be no liens of any  
7 nature against said casing, drilling rig and other equipment.

8 This contract shall be binding on the heirs, administrators and  
9 assignees of parties hereto. Executed in triplicate the day and year first  
10 herein above written.

11  
12 John A. Aday  
13 First Party  
14 Cecil D'Spain  
15 Second Party

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16 STATE OF NEW MEXICO )  
17 ) ss.  
18 COUNTY OF BERNALILLO )

19 On this 25 day of May, 1956, before me personally appeared  
20 Cecil D'Spain, to me known to be the person described in and who executed  
the foregoing instrument and acknowledged that he executed the same as his  
free act and deed.

21 Witness my hand and seal the day and year last above written.

22  
23 Donald W. Coker  
Notary Public

24 My commission expires:  
9-24-56

25  
26 STATE OF NEW MEXICO )  
27 Torrance ) ss.  
28 COUNTY OF BERNALILLO )

29 On this 31 day of May, 1956, before me personally appeared  
30 John A. Aday, to me known to be the person described in and who executed  
the foregoing instrument and acknowledged that he executed the same as his  
free act and deed.

31 Witness my hand and seal the day and year last above written.

32  
James C. Hale

My commission expires:  
Nov. 22, 1958