

# Assignment of Oil and Gas Lease

WHEREAS, on the 1st day of September 19 48, a certain oil and gas mining lease was made and entered into by and between Saul A. Yager and his wife Marian Yager of P. O. Box 956, Dallas, Texas, Lessor and Wayne Moore and his wife Jo Ann Moore of Midland, Texas, Lessee covering the following described land in the County of SAN JUAN COUNTY and State of TEXAS to-wit: NEW MEXICO

The South-Half of the North st Quarter (S/2 NW/4) and the Northeast Quarter of the Southwest Quarter (NE/4 SW/4) and the Northwest Quarter of the Southeast Quarter (NW/4 SE/4) of Section Twenty-Seven (27), in Township Thirty-One (31) North, Range Eleven (11) West, N.M.P.M., containing 160 acres of land, more or less

Said lease being recorded in the office of the County Clerk in and for said County in book page , and

Whereas, The said lease and all rights thereunder or incident thereto are now owned by WAYNE MOORE

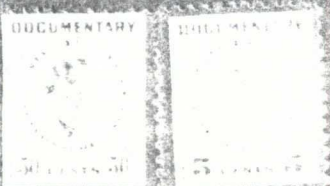
Now, Therefore, for and in consideration of One Dollar (and other good and valuable considerations), the receipt of which is hereby acknowledged, the undersigned, the present owner of the said lease and all rights thereunder or incident thereto, do es hereby bargain, sell, transfer, assign and convey all rights, title and interest of the original lessee and present owner in and to said lease and rights thereunder in so far as it covers the above described land

together with all personal property used or obtained in connection therewith to H. F. Petigrew of 160 Avery Street, Dallas, Texas and his heirs, successors and assigns.

And for the same consideration, the undersigned for himself and his heirs, successors and representatives, does covenant with the said assignee, his heirs, successors, or assigns, that WAYNE MOORE the lawful owner of the said lease and rights and interests thereunder and of the personal property thereon or used in connection therewith; that the undersigned has good right and authority to sell and convey the same, and that said rights, interest and property are free and clear from all liens and incumbrances, and that all rentals and royalties due and payable thereunder have been duly paid.

In Witness Whereof, The undersigned owner and assignor has signed this instrument

this 24th day of September 19 48 .



*Wayne Moore*  
*Jo Ann Moore*



AGREEMENT, Made and entered into this 1st day of September, 1948

by and between Saul A. Yager and his wife Marion Yager

of P. O. Box 956, Dallas, Texas hereinafter called lessor (whether one or more),

and Wayne Moore of Midland, Texas hereinafter called lessee:

WITNESSETH, That the said lessor, for and in consideration of \$100.00/100---- 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 the said lessee, for the sole and only purpose of mining and operating for oil and gas, and of laying of pipe lines and of 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 San Juan, State of New Mexico, described as follows, to-wit:

The South One-Half of the Northwest Quarter (SW<sup>1</sup>/<sub>2</sub>), and the <sup>NORTHEAST</sup> ~~Southwest~~ Quarter of the Southwest Quarter (NE<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>), and the Northwest Quarter of the Southeast Quarter (NW<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>) of Section Twenty-Seven (27) and Township Thirty-One (31) North of Range Eleven (11) West, T. 31 N., R. 11 W.,

of Section 27, Township 31, Range 11, N.M.P.M., and containing 160 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 lessee may connect wells on said land, the equal one-eighth part of all oil produced and saved from the leased premises.

2nd. To pay lessor one-eighth ( $\frac{1}{8}$ ) of the gross proceeds of the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth ( $\frac{1}{8}$ ), payable monthly at the prevailing market rate, and lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling on said land during the same time, by making lessor's own connections with the well at lessor's own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth ( $\frac{1}{8}$ ) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

If no well be commenced on said lands on or before the 1st day of September, 1948, 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 First National Bank & Trust Co. at Tulsa, Oklahoma. or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of One Hundred Sixty and no/100---- DOLLARS, which shall operate as a rental and cover the privilege

of deferring the commencement for a well for 12 months from said date. The payment herein referred to may be made in currency, draft, or check at the option of the lessee; and the depositing of such currency, draft, or check in the bank or banks named above shall constitute payment of such rental.

Should the commencement of a well be further deferred for like periods 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 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, and 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 like effect as if such well had been completed within the term of years first mentioned.

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 for shall be paid the lessor only in the proportion which the lessor's 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 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 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 that 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 payment of said rental, and this lease shall never be forfeited for non-payment of any rental due at least ten days after the date when such rental is due.

Lessor hereby agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands, in the event of default of payment by lessor, and the undersigned lessors, for themselves and their heirs, successors, and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

The words "commencement of a well" or words of like import, wherever used in this lease shall mean the actual spudding in of a well for oil or gas. This lease is given without any warranty of title by Lessor, and without any obligation by Lessor to defend title; it being further agreed that Lessee assumes all risks in connection with the title.

In Testimony Whereof We Sign, this the 1st day of September, 1948.

Witness.



Saul A. Yager  
Marion Yager

(SEAL)

(SEAL)

(SEAL)

(SEAL)

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Texas  
STATE OF NEW MEXICO )  
Gallagher ) ss.  
COUNTY OF SAN JUAN )

ACKNOWLEDGMENT TO THE LEASE

On this 14 day of September 1948, before me personally appeared

Saul A. Yager  
to me personally 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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My commission expires 6-1-49 Alta G. Barron Notary Public

KNOW ALL MEN BY THESE PRESENTS

STATE OF TEXAS )  
COUNTY OF TRAVIS ) ss

On this 17th day of September, 1948, before me personally appeared MARIAN YAGER (the wife of Saul A. Yager) to me personally known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

A. B. Campbell  
NOTARY PUBLIC, TRAVIS COUNTY, TEXAS

MY COMMISSION EXPIRES

6/6/49.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission expires Notary Public

Producers 88 Special

- OIL AND GAS LEASE -

FROM

TO

Date . . . . ., 19 . . . . .

Section . . . . . Township . . . . . Range . . . . .

No. of Acres . . . . .

County, New Mexico

Term . . . . .

STATE OF NEW MEXICO  
COUNTY OF SAN JUAN—SS.

I hereby certify that this instrument was filed for record on the 14 day of October, A. D., 1948, at 4:03 o'clock P. M., and duly recorded in Book 135 Page 86 of the Records of said county.

County Clerk

By W. H. Deputy Clerk

Times Hustler Press, Farmington, New Mexico



ACKNOWLEDGMENT TO THE LEASE

STATE OF NEW MEXICO  
COUNTY OF SAN JUAN

On this 14 day of September 1948, before me personally appeared

*Maria Yager*

being personally known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires

*W. B. B...*  
Notary Public

STATE OF TEXAS

ss

COUNTY OF TRAVIS

On this 14 day of September, 1948, before me personally appeared MARTHA YAGER (the wife of Paul A. Yager) to me personally known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

NOTARY PUBLIC, TRAVIS COUNTY, TEXAS

My Commission Expires

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires

Notary Public

- OIL AND GAS LEASE -

Producers No. 10000

TO

TO

Date 14 1948  
Section Township Range  
No. of Acres  
County New Mexico  
Term

STATE OF NEW MEXICO  
COUNTY OF SAN JUAN

I hereby certify that this instrument was filed

for record on the 14 day of

September, A. D. 1948 at

4:30 o'clock Merit duly recorded in

Book Page 26 of the Records of said county

*W. B. B...*  
County Clerk

By Deputy Clerk

Travis County, New Mexico