

Approved January 31, 1989  
Date

MINUTES OF THE House COMMITTEE ON Local Government

The meeting was called to order by Representative R. D. Miller at  
Chairperson

1:30 ~~XXX~~ p.m. on January 18, 19 89 in room 521-S of the Capitol.

All members were present except:

Representative Clyde Graeber, excused

Committee staff present:

Mike Heim, Legislative Research Dept.  
Theresa Kiernan, Revisor of Statutes' Office  
Connie Smith, Committee Secretary

Conferees appearing before the committee:

Donald Schnacke, Kansas Independent Oil & Gas Association  
Bill Mitchell, representing Kansas Land Title Association  
Fred Hambright, Past President Petroleum Landmen Assn.  
Ross Martin, Kansas Petroleum Council  
Chuck Stone, Kansas Bankers Association  
Linda Fincham, Register of Deeds in Marshall County

Chairman Miller called for hearing on HB 2010, relating to documents filed in the office of the Register of Deeds.

Mike Heim, Staff, gave the Committee a summary of HB 2010 stating that the original legislation was enacted last year in HB 2767 which raised the Register of Deeds fees, and increased the type size of instruments to be filed. The Interim Budget Committee reviewed the issues in HB 2767. The Committee recommends that the change in type size should be deleted. HB 2010 was prefiled by the Budget Committee to delete the section about type size.

Donald Schnacke, proponent, asked the Committee to rescind the 8 point type size requirement as is provided for in the Special Legislative Interim Budget Committee recommended HB 2010. (Attachment 1)

Donald Schnacke read a letter from Jerry Sims, President of Kansas Blue Print Co., Inc., who was unable to attend meeting. (Attach. 2)

Bill Mitchell, proponent, presented a copy of the testimony that Roy Worthington gave during the Interim study which he referred to the old bill, HB 2767, rather than HB 2010 which they now support. (Attach. 3)

Fred Hambright, proponent, testified that to increase minimum type size to 8 point type will create a financial and operational hindrance upon laymen, oil and gas companies and other industries who currently use forms with 6-point type. (Attach. 4)

Ross Martin, proponent, stated he had nothing more to add to the testimony and they supported passage of the bill with the elimination of 8-point.

Chuck Stone, proponent, would not be opposed to repealing the 8 point type requirement and believed the legibility requirement is adequate.

Charles H. Ralstin, Land Manager, Chief Drilling Co., Inc., proponent, sent a letter dated January 20 in support of HB 2010. (Attach. 5)

Marsha Fincham testified in opposition to HB 2010 stating their association felt it took the authority away to keep accurate records. (Attach. 6)

CONTINUATION SHEET

MINUTES OF THE House COMMITTEE ON Local Government,

room 521-S Statehouse, at 1:30 ~~XX~~/p.m. on January 18, 1989

A discussion was held. Numerous members of the Committee asked questions of all conferees.

Chairman Miller closed the hearing on HB 2010.

The chairman stated he would accept any request for Committee Bills at the next meeting, Jan. 20, and prefers individual requests later.

Chairman informed the Committee and Staff that on February 2nd the Kansas Association of Counties and the League of Kansas Municipalities will host a dinner.

Meeting adjourned at 2:14 p.m.

HOUSE COMMITTEE ON LOCAL GOVERNMENT

DATE 1-18-89

NAME	ADDRESS	REPRESENTING
Linda Finchan	Marshall Co.	Register of Deeds
Charlotte Shawver	Riley Co.	Register of Deeds
Mary Ann Helppke	Nemaha Co.	Register of Deeds
Heven Flint	Smith Co.	Register of Deeds
Susie Parmer	Seavensworth Co.	Register of Deeds
Jimmie Gullipie	Thomas Co.	Register of Deeds
Nancy Reynolds	Brown Co.	Register of Deeds
Jacqueline Webb	Allen Co.	Register of Deeds
Tom Groneman	Wyandotte Co.	REGISTER OF DEEDS
Sue Neustifter	Douglas Co.	Register of Deeds
Robert Anderson	Box 9 Ottawa	McCoy Oil & Gas
Ken Peterson	Topeka	KS PETROLEUM Council
Ross Wether	"	"
Charley Ralatin	Wichita	Wichita Assoc. Petroleum Landmen
J. FRED HAMBRIGHT	WICHITA, KS	"
DAVID JERVIS	WICHITA, KS	"
David A. Stillings	Topeka, KS.	"
Alan Steppat	Topeka	Pete McGill & Associates
Ron Smith	"	Ks Bar Assoc.
Don Schuank	Topeka	KIOGA
BILL HESS	WICHITA	RINE EXPLORATION Co.
Mark Ferguson	Lawrence	Univ. of Kansas.
William L. Mitchell	Hutchinson	KLTA





## KANSAS INDEPENDENT OIL & GAS ASSOCIATION

105 SOUTH BROADWAY • SUITE 500 • WICHITA, KANSAS 67202 • (316) 263-7297

January 19, 1989

TO: House Committee on Local Government

RE: HB 2010

The Kansas oil and gas industry has an important segment known as petroleum landmen. These people negotiate leases and contracts on behalf of our industry. They were the ones that raised concern over the requirement in HB 2767 (1988) that print or type size in documents recorded with Registers of Deeds shall not be smaller than 8 point.

We, along with other professions and organizations, missed this provision last session which moved late in the 1988 session. We are fortunate that the law did not become effective until January 1, 1989. We are here to ask your Committee to rescind the 8 point type size requirement as is provided for in the Special Legislative Interim Budget Committee recommended HB 2010.

Our best resource for comment on the impact of the type size requirement has been Kansas Blue Print Company, Inc. of Wichita. That company prints oil and gas lease assignments, affidavits, permits, and right of way grants and easement forms for the oil and gas industry, as well as other forms. Some of these forms have been in existence for over fifty years. Almost all are set in 6 point letters and have been acceptable over the years. If required to be set in 8 point type, most forms would have to be on two pages, or at least on a 9"x17" page size. Kansas Blue Print currently prints over 140 forms and they estimate it will cost over \$60,000 to reset the type, proofread and prepare them for printing. This does not include the cost of printing and discarding obsolete forms. This would also force their customers throughout Kansas to discard their stock. The cost to Kansas Blue Print Company and to our industry is prohibitive and unnecessary. It may take years for this one company to recoup the expense for reprinting all their forms.

We do not believe there should be an arbitrary requirement that all documents be an exact type size. We support the legibility test that would authorize the Register of Deeds to refuse acceptance of the documents for recording.

During the interim hearing it was discovered the problem was the use of microfilm machines and not the type size contained in the document. We believe if the document to be recorded is legible, then the Register of Deeds should record it. What happens after microfilming should not be the test.

Donald P. Schnacke

DS  
ATTACH 1  
1-18-89



1650 SOUTH BROADWAY  
PHONE 316-264-9344



MAILING ADDRESS: P.O. BOX 793  
WICHITA, KANSAS 67201-0793

January 13, 1989

Mr. Don Schnacke  
KIOGA  
1400 Merchants National Bank Bldg.  
Topeka, Kansas 66612

Re: Legal Forms 8 PT Type

Dear Mr. Schnacke:

As a follow up to my letter of June 9, 1988, on the changing of all letters to a minimum 8 point size on legal forms, I offer the following:

1. Many of our forms have been in use over 50 years in 6 PT type.
2. Microfilming has been in existence over 20 years and to my knowledge 6 PT and even smaller type has not been a problem if it is a good original.
3. Good Originals - Possibly this is the problem. In this day and age of copy machines, instead of using an original, people will make copies and even copies from copies, which may make even the copy submitted to a Register of Deeds unreadable. Perhaps the Register of Deeds needs to insist on a good original before accepting the document for recording.
4. If we are forced to go to 8 PT type, this will mean multipage forms which means a higher cost for printing, buying, recording, and microfilming. Not only will our inventory be useless, but so will the thousands of pads of forms our customers now have in their possession.

In summary, I do not really see the need for larger type, only that what is submitted for recording should be a clean, clear original. There are ways to insure that the Register of Deeds receives an original, and I believe that by working together, the problems can be solved without going to 8 PT type.

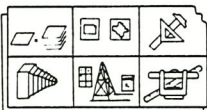
Sincerely,

KANSAS BLUE PRINT CO., INC.

*Jerry A. Sims*  
Jerry A. Sims  
President

1-18-89  
ATTACH. 2

cc: Fred Hambright



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# KANSAS LAND TITLE ASSOCIATION

George E. Burket  
President  
221 N. Main  
Kingman, Kansas 67068

John M. Bell  
Secretary-Treasurer  
434 N. Main  
Wichita, KS 67202



Dear Committee Members:

The Kansas Land Title Association opposes the provision of HB2767 which requires 8 point type size of print or type, for the following reasons:

1. Very rarely find typewritten document that is not legible, regardless of type size;
2. 8 point type size will vary depending on various type styles, making it difficult to know what to comply with - See attachment;
3. Register of Deeds should have the authority to require a legible document be recorded; Kansas Land Title Association recommends that lines 0084 (beginning with first complete sentence) through 0089 be deleted and that lines 0090 through 0096 be retained. This will give the Register of Deeds the authority to require legible documents on a "case by case" basis;
4. Requirement of 8 point type size is example of over-reaching by State Government without compelling need.
  - a. will raise costs to private business for new forms;
  - b. may increase # of pages in documents and therefore increase filing fees;
  - c. increase burden on title companies when receive documents from out of state to be filed;

### SUMMARY:

The Kansas Land Title Association supports a requirement that legible documents be filed and supports giving the authority to the Register of Deeds to require the same. However, the Association opposes setting a type size requirement.

Sincerely,

Roy H. Worthington  
Chairman  
Legislative Committee

### EXECUTIVE COMMITTEE

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Hill City

Donald D. Gregory  
Osborne

SECOND DISTRICT  
Margaret Harwood  
Lawrence

John E. Kerwin  
Olathe

THIRD DISTRICT  
Steven L. Lewis  
Oswego

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EX-OFFICIO  
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WaKeeney

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FOURTH DISTRICT  
R. J. Uplinger, Jr.  
Great Bend

Richard Knowles  
El Dorado

FIFTH DISTRICT  
Janice S. Tittel  
Ness City

Donna Eibert  
Dighton

EDITOR,  
KANSAS ABSTRACTER  
John M. Bell

PH  
1-18-89  
ATTACH.  
3

This is a sample of eight point type in various type styles.

ABCDEFGHIJKLMN OPQRSTUVWXYZabcdefghijklmnopqrstu vwxyz1234567890(AvantGarde)  
Now is the time for all good men to come to the aid of their country.

ABCDEFGHIJKLMN OPQRSTUVWXYZabcdefghijklmnopqrstu vwxyz1234567890 (Bookman)  
Now is the time for all good men to come to the aid of their country.

ABCDEFGHIJKLMN OPQRSTUVWXYZabcdefghijklmnopqrstu vwxyz1234567890(Helvetica)  
Now is the time for all good men to come to the aid of their country.

ABCDEFGHIJKLMN OPQRSTUVWXYZabcdefghijklmnopqrstu vwxyz1234567890 (N Helvetica Narrow)  
Now is the time for all good men to come to the aid of their country.

ABCDEFGHIJKLMN OPQRSTUVWXYZabcdefghijklmnopqrstu vwxyz1234567890 n(New Century Schlbk)  
Now is the time for all good men to come to the aid of their country.

ABCDEFGHIJKLMN OPQRSTUVWXYZabcdefghijklmnopqrstu vwxyz1234567890(Palatino)  
Now is the time for all good men to come to the aid of their country.

ABCDEFGHIJKLMN OPQRSTUVWXYZabcdefghijklmnopqrstu vwxyz1234567890(Times)  
Now is the time for all good men to come to the aid of their country.

ABCDEFGHIJKLMN OPQRSTUVWXYZabcdefghijklmnopqrstu vwxyz1234567890(Zaph. Chancery)  
Now is the time for all good men to come to the aid of their country.



**J. FRED HAMBRIGHT, INC.**

KSB&T BUILDING  
WICHITA, KANSAS 67202  
PHONE AC-316/265 - 8541

OIL AND GAS LEASES  
OIL ROYALTIES

January 13, 1989

RESIDENCE  
3330 COUNTRY CLUB PL.  
PHONE AC 316-683-0106

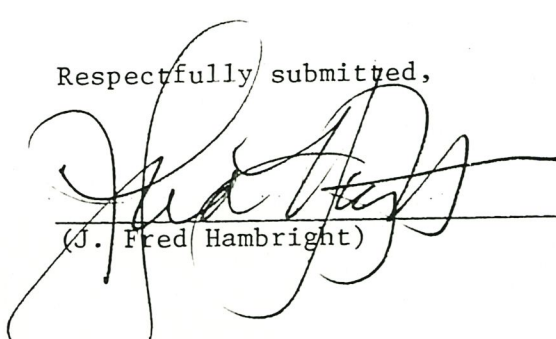
Mr. R. D. Miller, Chairman  
House Local Government Committee

RE: Testimony - HB2010 - Type-size requirements.

- (1) Oil and gas leases and associated instruments with 6-point type size have been in general usage (readable and recordable) for more than forty (40) years in Kansas. (See attached examples)
- (2) Having to replace these many different forms will cause hardship and needless expense to companies and individuals involved with oil and gas leases, both in and out of state. There are no such type-size requirements in any of our neighboring oil-producing states; i.e., Oklahoma, Colorado or Nebraska.
- (3) Existing forms in current usage are generally recognizable by "number" by land-owners, attorneys and advisors.
- (4) None of the members of our local Landman's Association (115 members) were aware of the change in type size incorporated in this bill until after the fact. Nor, might I add, were any of the "oil" type attorneys I talked to at the time.
- (5) None of the "oil-patch" Registers of Deeds with whom I talked to were aware that the change in type size would cause our industry any problems.
- (6) Recording fees, already set by the Bill will be increased due to extra length of the instruments, or by having to contemporaneously file an exact typewritten "copy" with a lease that is otherwise not recordable. Abstracting costs will escalate and storage in the already over-crowded vaults of most county courthouses will be further strained.

In summary, the requirement to increase minimum type-size to 8-point type will create a financial and operational hindrance upon landmen, oil and gas companies and other industries who currently use forms with 6-point type.

Respectfully submitted,

  
\_\_\_\_\_  
(J. Fred Hambright)

JF  
1-18-89  
ATTACH. 4



STATE OF \_\_\_\_\_ ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)  
 COUNTY OF \_\_\_\_\_  
 The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
 by \_\_\_\_\_ and \_\_\_\_\_  
 My commission expires \_\_\_\_\_  
 Notary Public

STATE OF \_\_\_\_\_ ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)  
 COUNTY OF \_\_\_\_\_  
 The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
 by \_\_\_\_\_ and \_\_\_\_\_  
 My commission expires \_\_\_\_\_  
 Notary Public

STATE OF \_\_\_\_\_ ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)  
 COUNTY OF \_\_\_\_\_  
 The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
 by \_\_\_\_\_ and \_\_\_\_\_  
 My commission expires \_\_\_\_\_  
 Notary Public

STATE OF \_\_\_\_\_ ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)  
 COUNTY OF \_\_\_\_\_  
 The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
 by \_\_\_\_\_ and \_\_\_\_\_  
 My commission expires \_\_\_\_\_  
 Notary Public

No. \_\_\_\_\_  
**OIL AND GAS LEASE**  
 FROM \_\_\_\_\_  
 TO \_\_\_\_\_  
 Date \_\_\_\_\_, 19\_\_\_\_  
 Section \_\_\_\_\_ Twp. \_\_\_\_\_ Rge. \_\_\_\_\_  
 No. of Acres \_\_\_\_\_ Term \_\_\_\_\_  
 \_\_\_\_\_ County \_\_\_\_\_  
 STATE OF \_\_\_\_\_  
 County \_\_\_\_\_  
 This instrument was filed for record on the \_\_\_\_\_  
 day of \_\_\_\_\_, 19\_\_\_\_,  
 at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and duly recorded  
 in Book \_\_\_\_\_ Page \_\_\_\_\_ of  
 the records of this office.  
 By \_\_\_\_\_ Register of Deeds.  
 When recorded, return to \_\_\_\_\_

STATE OF \_\_\_\_\_ ACKNOWLEDGMENT FOR CORPORATION (KsOkCoNe)  
 COUNTY OF \_\_\_\_\_  
 The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
 by \_\_\_\_\_  
 of \_\_\_\_\_ a \_\_\_\_\_  
 corporation, on behalf of the corporation.  
 My commission expires \_\_\_\_\_  
 Notary Public



THIS AGREEMENT, Entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

between \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ hereinafter called lessor,  
and \_\_\_\_\_ hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of \_\_\_\_\_ Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, rining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building powers, stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and for housing and boarding employees, said tract of land with any reversionary rights therein being situated in the County of \_\_\_\_\_, State of \_\_\_\_\_, and described as follows:

in Section \_\_\_\_\_, Township \_\_\_\_\_, Range \_\_\_\_\_, and containing \_\_\_\_\_ acres, more or less.

2. This lease shall remain in force for a term of \_\_\_\_\_ years and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of the products covered by this lease is or can be produced.

3. The lessee shall deliver to lessor as royalty, free of cost, on the lease, or into the pipe line to which lessee may connect its wells the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option may pay to the lessor for such one-eighth royalty the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

4. The lessee shall pay to lessor for gas produced from any oil well and used by the lessee for the manufacture of gasoline or any other product as royalty 1/8 of the market value of such gas at the mouth of the well; if said gas is sold by the lessee, then as royalty 1/8 of the proceeds of the sale thereof at the mouth of the well. The lessee shall pay lessor as royalty 1/8 of the proceeds from the sale of gas as such at the mouth of the well where gas only is found and where such gas is not sold or used, lessee shall pay or tender annually at the end of each yearly period during which such gas is not sold or used, as royalty, an amount equal to the delay rental provided in paragraph 5 hereof, and while said royalty is so paid or tendered this lease shall be held as a producing lease under paragraph 2 hereof; the lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of such gas to be at the lessor's sole risk and expense.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the \_\_\_\_\_ Bank at \_\_\_\_\_, or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said

land or in the oil and gas or in the rentals to accrue hereunder, the sum of \_\_\_\_\_ Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege 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. Notwithstanding the death of the lessor or his successors in interest, the payment or tender of rentals in the manner above shall be binding on the heirs, devisees, executors, and administrators of such persons.

6. If at any time prior to the discovery of oil or gas on this land and during the term of this lease, the lessee shall drill a dry hole, or holes on this land, this lease shall not terminate, provided operations for the drilling of a well shall be commenced by the next ensuing rental paying date, or provided the lessee begins or resumes the payment of rentals in the manner and amount hereinabove provided, and in this event the preceding paragraphs hereof governing the payment of rentals and the manner and effect thereof shall continue in force.

7. In case 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 said lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rental shall be increased at the next succeeding rental anniversary after any reversion occurs to cover the interest so acquired.

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing, but lessee shall be under no obligation to do so, nor shall lessee be under any obligation to restore the surface to its original condition, where any alterations or changes were due to operations reasonably necessary under this lease.

9. 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 the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

10. If the leased premises are now or shall hereafter be owned in severalty or in separate tracts, the premises nevertheless shall be developed and operated as one lease, and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise, descent or otherwise or to furnish separate measuring or receiving tanks. 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 land and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

13. If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for drilling a well within sixty (60) days from such cessation, and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

14. Lessee may at any time surrender or cancel this lease in whole or in part by delivering or mailing such release to the lessor, or by placing same of record in the proper county. In case said lease is surrendered and canceled as to only a portion of the acreage covered thereby, then all payments and liabilities thereafter accruing under the terms of said lease as to the portion canceled shall cease and determine and any rentals thereafter paid may be apportioned on an acreage basis, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect for all purposes.

15. All provisions hereof, express or implied, shall be subject to all federal and state laws and the orders, rules, or regulations (and interpretations thereof) of all governmental agencies administering the same, and this lease shall not be in any way terminated wholly or partially nor shall the lessee be liable in damages for failure to comply with any of the express or implied provisions hereof if such failure accords with any such laws, orders, rules or regulations (or interpretations thereof). If lessee should be prevented during the last six months of the primary term hereof from drilling a well hereunder by the order of any constituted authority having jurisdiction thereover, or if lessee should be unable during said period to drill a well hereunder due to equipment necessary in the drilling thereof not being available on account of any cause, the primary term of this lease shall continue until six months after said order is suspended and/or said equipment is available, but the lessee shall pay delay rentals herein provided during such extended time.

16. The unitization of this lease or any portion thereof with any other lease or leases or portions thereof shall be accomplished by the execution and filing by lessee in the recording office of said county of an instrument declaring its purpose to unitize and describing the leases and land unitized, which unitization shall cover the gas rights only and comprise an area not exceeding approximately 640 acres. The royalty provided for herein with respect to gas from gas wells shall be apportioned among the owners of such royalty on minerals produced in the unitized area in the proportion that their interests in the minerals under the lands within such unitized area bear to the minerals under all of the lands in the unitized area. Any well drilled on such unit shall be for all purposes a well under this lease and shall satisfy the rental provision of this lease as to all of the land covered thereby; Provided, however, lessee shall be under no obligation, express or implied, to drill more than one gas well on said Unit.

17. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor and lessee.

IN WITNESS WHEREOF, we sign the day and year first above written.

\_\_\_\_\_(SEAL) \_\_\_\_\_(SEAL)  
\_\_\_\_\_(SEAL) \_\_\_\_\_(SEAL)  
\_\_\_\_\_(SEAL) \_\_\_\_\_(SEAL)  
\_\_\_\_\_(SEAL) \_\_\_\_\_(SEAL)

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)

Before me, the undersigned, a Notary Public, within and for said county and state, on this \_\_\_\_\_  
day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_  
and \_\_\_\_\_

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me  
that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth.  
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires \_\_\_\_\_ Notary Public.

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)

Before me, the undersigned, a Notary Public, within and for said county and state, on this \_\_\_\_\_  
day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_  
and \_\_\_\_\_

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me  
that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth.  
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires \_\_\_\_\_ Notary Public.

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss. ACKNOWLEDGMENT FOR CORPORATION

On this \_\_\_\_\_ day of \_\_\_\_\_, A. D., 19\_\_\_\_, before me, the undersigned, a Notary Public  
in and for the county and state aforesaid, personally appeared \_\_\_\_\_  
to me personally known to be the identical person who signed the name of the maker thereof to the within and foregoing  
instrument as its \_\_\_\_\_ President and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and  
voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My commission expires \_\_\_\_\_ Notary Public.

No. _____	<b>OIL AND GAS LEASE</b>	FROM _____
		TO _____
Date _____, 19____		
Section _____ Twp. _____ Rge. _____		
No. of Acres _____ Term _____		
County _____		
STATE OF _____ } County of _____ } ss:		
This instrument was filed for record on the _____ day of _____, 19____		
at _____ o'clock _____ M., and duly recorded		
in Book _____ Page _____ of		
the records of this office.		
By _____ Register of Deeds.		
When recorded, return to _____		

THE KANSAS BLUE PRINT CO.  
WICHITA, KANSAS  
PHOTOSTAT SERVICE-UP-TO-DATE OIL MAPS

NOTE: When signature by mark in Kansas, said mark to be witnessed by at least one person and also acknowledged.  
For acknowledgment by mark, use regular Kansas acknowledgment.

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)

Before me, the undersigned, a Notary Public, within and for said county and state, on this \_\_\_\_\_  
day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_  
and \_\_\_\_\_

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me  
that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth.  
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires \_\_\_\_\_ Notary Public.

# CHIEF DRILLING CO., Inc.

Drilling Contractors - Oil Producers

224 E. DOUGLAS

SUITE 350

WICHITA, KANSAS 67202

V. RICHARD HOOVER

PRESIDENT

(316) 262-3791

January 20, 1989

Representative R. D. Miller  
Chairman, House Local Gov't Committee  
State Capitol  
Topeka, Kansas 66612

RE: HB 2010  
Type size requirements

Dear Representative Miller:

The question to be answered in HB 2010 is whether type sizes smaller than 8 point are legible. Since 1978 I have been reading Kansas Blue Print Co. forms in counties using magnified microfilm viewers and in counties using the traditional books, and I have rarely had a hard time reading them. In fact, it came as a surprise to many Registers of Deeds when these forms were discovered to fail the 8 point test. The legibility of the many forms printed in 6 point type has seldom been a problem.

I think the primary concern of the Registers of Deeds is the legibility of forms that are not originals. Those who have their records on microfilm are telling me that sometimes a poorly zeroxed copy of a small type form, and not the original form itself, is submitted for recording. The copy must be reproduced a second time in the microfilm machine and it becomes illegible.

If this is the problem, then the next time an illegible zeroxed copy is submitted for recording, the Register of Deeds will have the power under the new law to require a typewritten copy or not record the instrument at all. This will motivate the public to submit legible instruments and should solve the problem.

Imposing an 8 point minimum type size is impractical and burdensome. People shouldn't have to peruse everything they want to record and ask the question: "Is this 8 point type or isn't it?" Often it's hard to tell, and the Registers of Deeds aren't going to measure everything that comes in the office.

In addition, it makes no sense for a 6 point document to be followed by a typewritten copy in 8 point when the legibility of the 6 point document was never in doubt. The typewritten copy doesn't make the document any more legible, yet it adds several dollars to the expense of recording.

24  
1-18-89  
ATTACH. 5

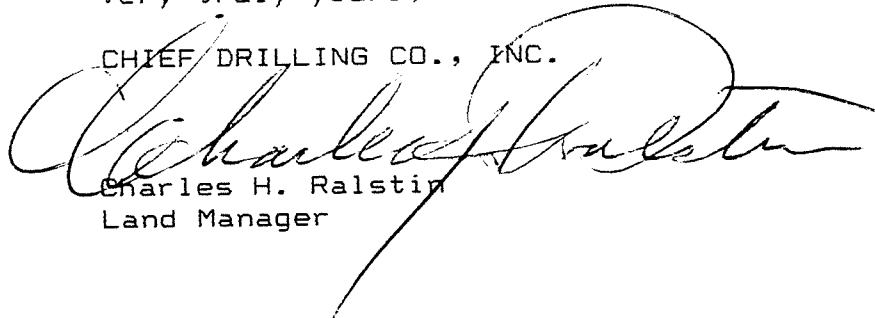
The new law affects a variety of instruments that are smaller than 8 point type, such as oil and gas leases and related forms, mortgages, financing statements, death certificates, military discharges, etc., which can no longer be recorded without larger duplicates. Additional books and microfilm cards will be needed to store additional, unnecessary duplicates and many Register of Deeds Offices are running out of space.

I was present at the hearing Wednesday and agree strongly with the testimony to repeal the 8 point type provision from KSA 28-115. I urge you to strike this needless provision and vote in favor of HB 2010.

Thank you.

Very truly yours,

CHIEF DRILLING CO., INC.

A large, stylized handwritten signature in black ink, appearing to read "Charles H. Ralstin". The signature is written over the typed name and extends upwards and to the right.

Charles H. Ralstin  
Land Manager

January 18, 1989

Good afternoon Chairman Miller, and members of the Committee. I am Linda Fincham, Chairman of the Register of Deeds Legislative Committee. Thank you for allowing me time to explain our feelings on Housebill 2010. This bill deals with the bottom line of the work that we do, which is good records. If the documents that we record are not easily reproduced, we have a problem. These documents are on record forever, if there is a problem tomorrow, five years from now, or fifty years from now in reading or making a copy of that document then we have neglected our duty to the people of Kansas who elected us to do our job.

The new law K.S.A. 28-115, which only went into effect 18 days ago requires that documents recorded contain no type smaller than 8 point. The law does allow for documents recorded to have a type written sheet in larger type to accompany any document of less than 8 point type to be filed. The reason that our association worked on this bill last year, was to help the over 50 counties that microfilm their records. So often anything less than 8 point type that is microfilmed is difficult to read on the reader-printer. Our association's only concern is for the documents that need to be read in future years.

After visiting with many of the Register of Deeds across the state, it seems that in these past 18 days very few complaints have been expressed about the new 8 point type, except by the oil and gas landmen from the southern part of the state. In general most of the attorneys, the banking institutions and abstracters along with the general public are complying with the new statute. Some oil and gas land men from other states as well as Kansas have expressed their understanding for the new law and were very willing and cooperative to comply with what is now law.

We did not seek the 8 point type, as a means to be hard nosed. We simply want to have records on file that are easy to read and to reproduce. With the changes of modern technology, documents have been sent for recording that are difficult to read such as computer forms, 5th generation copy forms, documents with no margins for our recording information, reduced legal descriptions attached to the instruments, and type as small as 4 point. It is our understanding that oil and gas forms have been printed in 8 point type and are available to the oil and gas industry. An example of such a form from Kansas Blue Print in Wichita is attached. I have attached some copies of documents that we have trouble reproducing. Please look them over, any member of the Register of Deeds Association here or I will be happy to answer any questions that you might have.

LH  
1-18-89  
ATTACH. 6



In summary, the majority of our association opposes H.B. 2010, which takes away our authority to keep accurate legible records. We feel that if given the chance, K.S.A. 28-115 can and will work in the State of Kansas, just as it has worked in Missouri, where the law was patterned. If given this chance, K.S.A. 28-115 will work for the land owner, the abstractor, the attorney and even that oil and gas landman who must come into the office and spend hours searching through the old records.

Thank you for your consideration.

Linda Fincham,  
Kansas Register of Deeds Association

INDEX TO EXAMPLES

ATTACHED TO TESTEMONY GIVEN

JANUARY 18, 1989 By

KANSAS REGISTER OF DEEDS ASNN.

OPPOSING H.B. 2010

- I. New 8 pt. Oil and Gas Leases, printed by Kansas Blue Print Co., Inc.
- II. 8 pt type Oil and Gas Lease printed by Miami County Publisheing Co.
- III.Used prior to 1/1/89 Oil and Gas Lease
- IV. Microfilmed reproduction of the above lease.
- V. Legal description reduced to smaller than 8 pt. type.
- VI. Microfilmed reproduction from illegible original.

# B OIL AND GAS LEASE

AGREEMENT, Made and entered into December 27, 1938, by and between:  
Mary Virginia Lohrey and Russell Lohrey, her husband; and Gertrude Copher and Ralph Copher, her husband

R. T. Bick Party of the first part, hereinafter called lessor (whether one or more) and  
Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of One and 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, power stations and structures thereon to produce, save and take

care of said products, all that certain tract of land, "together with any reversionary rights therein," situated in the County of Ellis State of Kansas, described as follows, to-wit:

The Northeast Quarter (NE/4)

of Section 10 Township 11S Range 18W and containing 160 acres more or less.

It is agreed that this lease shall remain in full force for a term of Two (2) years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, or the premises are being developed or operated.

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 (1/8) part of all oil produced and saved from the leased premises.

2nd. The lessee shall pay to lessor for gas produced from any oil well and used by the lessee for the manufacture of gasoline or any other product as royalty 1/8 of the market value of such gas at the mouth of the well; if said gas is sold by the lessee, then as royalty 1/8 of the proceeds of the sale thereof at the mouth of the well. The lessee shall pay lessor as royalty 1/8 of the proceeds from the sale of gas as such at the mouth of the well where gas only is found and where such gas is not sold or used, lessee shall pay or tender annually at the end of each yearly period during which such gas is not sold or used as royalty, an amount equal to the delay rental provided in the next succeeding paragraph hereof, and while said royalty is so paid or tendered this lease shall be held as a producing lease under the above term paragraph hereof; the lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of such gas to be at the lessor's sole risk and expense.

If no well be commenced on said land on or before December 27 1938, this lease shall terminate as to both parties, unless the lessee or

~~any assignee thereof, shall pay or tender to the lessor, or to the lessor's credit, in the~~

~~Bank of~~ or its successors, which shall continue as the depository—regardless of changes in the ownership of said land, the sum of \_\_\_\_\_ DOLLARS, which shall operate as a rental and cover

the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods or the same number of months successively. All such payments or tenders of rental may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date either direct to lessor or assigns or to said depository bank. And it is understood and agreed that the consideration, first recited herein, covers not only the privileges referred to in the above when said first rental is payable as aforesaid, but also the lessee's option by extending that period for any and all other rights conferred. Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.

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 herein before 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.

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. However, such rental shall be increased at the next succeeding rental anniversary after any reversion occurs to cover the interest so acquired.

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 lessor, lessee shall bury his 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.

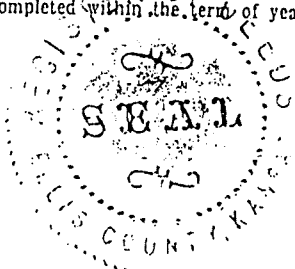
If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with the like effect as if such well had been completed within the term of years herein first mentioned.

AT THE CITY OF WICHITA, KANSAS  
ELLIS COUNTY  
This instrument was filed for record

10:00 O'clock A M recorded in  
374 of 92 page 239  
Fees 76.00 Register of Deeds

JAN 10, 1939

739



R. T. BICK

1525  
KANSAS STATE BANK BUILDING  
WICHITA, KANSAS 67202

(Encl)

64

AGREEMENT, Made and entered into this 9th day of January, 19 89  
by and between Rosa F. Lyons  
R.R.#1 Winchester, Kansas 66097

\_\_\_\_\_ Party of the first part, hereinafter called lessor (whether one or more) and  
Razorback Exploration, Inc. Part V of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten (\$10.00) 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, power sta-  
tions and structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of  
Leavenworth State of Kansas, described as follows, to wit:

of Section 3 Township 9S Range 20E and containing 10.649 acres, more or less.

It is agreed that this lease shall remain in full force for a term of Three (3) 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 his wells, the equal one-eighth (1/8)  
part of all oil produced and saved from the leased premises.

2nd. To pay lessor for gas from each well where gas only is found the equal one-eighth (1/8) of the gross proceeds at the prevailing  
market rate, for all gas used off the premises, said payments to be made Monthly 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 well at his 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 pro-  
duct a royalty of one-eighth (1/8) of the market value, at the mouth of the well, payable monthly at the prevailing market price.

If no well be commenced on said land on or before the 1st day of January, 19 90,  
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 \_\_\_\_\_ Bank at \_\_\_\_\_

or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of  
Ten and 50/100 (\$10.50) DOLLARS, which shall operate as a rental and cover the privi-

lege 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 periods of the same number of months successively. All such  
payments or tenders of rentals may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the  
rental paying date, either direct to lessor or assigns or to said depository bank. 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.

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 operation thereon, except water  
from wells of lessor.

When requested by lessor, lessee shall bury his 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 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 the like effect as if such well had been completed within the term of years herein first men-  
tioned.

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 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 his or them on an acreage basis, 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 payments of said rentals. If the leased  
premises are now or hereafter owned in severalty or in separate tracts, the premises, nevertheless, may be developed and operated as  
an entirety, and the royalties shall be paid to each separate owner in the proportion that the acreage owned by him bears to the entire  
leased area. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this  
lease may hereafter be divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks for the oil produced  
from such separate tracts.

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.

Whereof witness our hands as of the day and year first  
above written. Rosa F. Lyons (SEAL)  
\_\_\_\_\_ (SEAL)

Witness to the mark:  
Jackie L. Howard (SEAL)  
\_\_\_\_\_ (SEAL)  
\_\_\_\_\_ (SEAL)  
\_\_\_\_\_ (SEAL)

STATE OF Kansas  
COUNTY OF Leavenworth

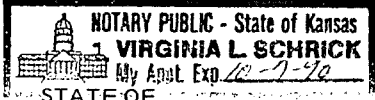
ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kan., Okla., and

Before me, the undersigned, a Notary Public, within and for said county and state, on this 9th  
day of January, 1989, personally appeared Rosa F. Lyons  
and \_\_\_\_\_

to me personally known to be the identical person \_\_\_\_\_ who executed the within and foregoing instrument and acknowledged to me  
that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.  
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires 10-7-90

Virginia L. Schrick  
Notary Public



STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kan., Okla., and Colo.)

Before me, the undersigned, a Notary Public, within and for said county and state, on this \_\_\_\_\_  
day of \_\_\_\_\_, 19\_\_\_\_\_, personally appeared \_\_\_\_\_  
and \_\_\_\_\_

to me personally known to be the identical person \_\_\_\_\_ who executed the within and foregoing instrument and acknowledged to me  
that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth.  
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires \_\_\_\_\_

Notary Public

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

ss. ACKNOWLEDGMENT FOR CORPORATION

On this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19\_\_\_\_\_, before me, the undersigned, a Notary Public  
in and for the county and state aforesaid, personally appeared \_\_\_\_\_  
to be personally known to be the identical person who signed the name of the maker thereof to the within and foregoing  
instrument as its \_\_\_\_\_ President and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and  
voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My commission expires \_\_\_\_\_

Notary Public

No. \_\_\_\_\_

**OIL AND GAS LEASE**

FROM Rosa F Lyons

TO Razorback Exploration, Inc  
P.O. Box 25507  
Shawnee Mission, Kansas 66205

Date \_\_\_\_\_, 19\_\_\_\_\_  
Section \_\_\_\_\_ Twp. \_\_\_\_\_ Rge. \_\_\_\_\_  
No. of Acres \_\_\_\_\_ Term \_\_\_\_\_  
County \_\_\_\_\_

STATE OF \_\_\_\_\_  
County of \_\_\_\_\_ ss:

This instrument was filed for record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and duly recorded  
in Book \_\_\_\_\_ Page \_\_\_\_\_ of  
the records of this office.

By \_\_\_\_\_  
Register of Deeds.

When recorded, return to 1000

NOTE: When signature by mark in Kansas, said mark to be witnessed by at least one person and also acknowledged.  
For acknowledgment by mark, use regular Kansas acknowledgment.

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kan., Okla., and Colo.)

Before me, the undersigned, a Notary Public, within and for said county and state, on this \_\_\_\_\_  
day of \_\_\_\_\_, 19\_\_\_\_\_, personally appeared \_\_\_\_\_  
and \_\_\_\_\_

to me personally known to be the identical person \_\_\_\_\_ who executed the within and foregoing instrument and acknowledged to me  
that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth.  
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires \_\_\_\_\_

Notary Public



THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

by and between \_\_\_\_\_, lessor (whether

one or more), and \_\_\_\_\_, lessee

WITNESSETH:

That the lessor, for and in consideration of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in hand paid, the receipt and sufficiency of which is hereby acknowledged, and the covenants and agreements hereinafter contained, does hereby grant, demise, lease and let unto the said lessee, exclusively, its successors and assigns, the following described land for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, operating for, producing and saving of oil, gas, gas condensate, gas distillate, casinghead gas, casinghead gasoline, and all other gases and their constituent parts, and other minerals produced in connection with oil and gas operations hereunder, or as a by-product of oil and gas, and the exclusive right of injecting water, brine and other fluids and substances into the subsurface strata, with rights of way and easements for laying pipe lines, telephone and telegraph lines, tanks, power houses, stations, ponds, roadways and other fixtures or structures for producing, treating and caring for such products, and any and all other rights and privileges necessary, incident to or convenient in the economical or efficient operation, alone or conjointly with other lands, of said land for the production of said products or substances and the erection of structures thereon to produce, save and take care of said products and substances and the injection of water, brine and other substances into the subsurface strata of said tract of land, together with any reversionary rights therein, said tract of land being situated in the County of \_\_\_\_\_

State of \_\_\_\_\_ and described as follows, to-wit:

of Section \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_ together with all submerged lands, accretions, strips and gores adjacent or contiguous thereto and owned or claimed by the lessor, which land shall, for the purpose of calculating the amount of any money payment permitted or required by the terms of

this lease, be considered as containing exactly \_\_\_\_\_ acres, whether there is more or less. TO HAVE AND TO HOLD the same (subject to the other provisions herein contained) for a term of \_\_\_\_\_ years from this date (hereafter called "Primary Term") and as long thereafter as oil, gas, gas condensate, gas distillate, casinghead gas, casinghead gasoline, and other minerals may be produced from said lease premises or operations for the drilling or production thereof are continued as hereinafter provided.

In consideration of the premises, it is hereby mutually agreed as follows:

1. To deliver, free of cost, to the lessor at the well or to the credit of lessor into the pipe line to which lessee may connect its well, an equal one-eighth (1/8th) part of all oil produced and saved from the lease premises or at the lessee's option to pay to the lessor for such one-eighth (1/8th) the market price at the wellhead for oil of a like grade and gravity prevailing on the day such oil is run into the pipe line or storage tanks.
2. On gas, gas condensate, gas distillate, casinghead gas and all other gases, including their constituent parts, produced from said land and sold or used off the lease premises or in the manufacture of gasoline or other products, lessee shall pay to lessor a sum equal to one-eighth (1/8th) of the gross proceeds received from the sale of such produced substances where the same is sold at the mouth of the well or, if not sold at the mouth of the well, then one-eighth (1/8th) of the market value thereof at the mouth of the well, but in no event more than one-eighth (1/8th) of the actual amount received by lessee for the sale thereof.
3. If gas from any well or wells on the premises capable of producing gas in commercial quantities is not sold or used off the premises or in the manufacture of gasoline for a period of one (1) year or more during which time there is no other production from the lease premises, then lessee shall become obligated to pay as royalty for such annual period a sum equal to the delay rentals provided in paragraph number 6 hereof, whether during or after the primary term. In consideration of the obligation so to pay, it shall within the meaning of all the terms of this lease, including the habendum clause, be conclusively deemed that gas is being produced from the premises during the time such gas is not sold or used.
4. On all other minerals produced and marketed, lessee shall pay one-eighth (1/8th) of the current market price at the mouth of the well, but in no event more than one-eighth (1/8th) of the actual amount received by the lessee.
5. If any gas well on the lease premises produces dry gas in excess of that needed for operations hereunder, lessor shall have the privilege, at his sole risk, cost and expense, of using such surplus gas for stoves and inside lights in the principal dwelling located upon the lease premises. Notwithstanding any of the provisions aforesaid, lessee shall have free use of oil, distillate, condensate, gas, casinghead gas, casinghead gasoline and all other petroleum products, water and other minerals and materials from the lease premises, except water from lessor's wells and tanks, for all operations hereunder.
6. If operations for the drilling of a well for oil or gas are not commenced on the lease premises on or before one (1) year from the date hereof, then this lease, except as otherwise provided, shall terminate as to both parties unless the lessee, on or before that date, shall pay or tender to lessor or to lessor's credit in the \_\_\_\_\_

Bank at \_\_\_\_\_

(or to any bank designated in writing by lessor whether or not such written designation is recorded), or its successor or successors, which bank and its successors are lessor's agents and shall continue as the depository bank regardless of changes in the ownership of said land or the right to receive rentals, the sum of \_\_\_\_\_

Dollars (\$ \_\_\_\_\_), which shall operate as a rental and cover the privilege of deferring the commencement of operations for the drilling of said well for a period of one (1) year from said date. In a like manner and upon like payments or tenders, the commencement of operations for the drilling of said well may be further deferred for like periods successively. It is understood and agreed that the consideration first recited herein, the down payment, covers all the privileges, options and other rights conferred upon the lessee. Lessee may, at any time, execute and deliver to lessor or piece of record a release or releases covering any portion or portions of the above described premises, as to any or all horizons, and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the portion surrendered, and where a part or portion of this lease is released as to all horizons, then rentals thereafter payable hereunder may be reduced in the proportion that the acreage covered by this lease is reduced by said release or releases. Payment or tender of rental may be made by draft or check of the lessee, transmitted, delivered or mailed to the authorized depository bank or to the lessor at his last known address (as shown by lessee's records) on or before the rental date, and the payment or tender shall be deemed to have been made when the check or draft is so transmitted, delivered or mailed.

7. It is expressly agreed that if lessee shall commence operations for the drilling of a well at any time while its lease is in force, this lease shall remain in force and its term shall continue for so long as such operations are prosecuted and, if production results therefrom, then so long as such production may continue. Should the first well drilled on the above described land be a dry hole or fail to establish production, then and in that event if a second well is not commenced on said land within twelve (12) months following the expiration of the last rental period for which rental has been paid (or within twelve (12) months from the first anniversary of this lease if such well is drilled during the first year of the primary term), this lease shall terminate as to both parties unless the lessee on or before the expiration of said twelve (12) months shall resume or commence the payment of rentals in the same amount and in the same manner as hereinabove provided. If, within the primary term of this lease, production on the lease premises shall cease from any cause (other than a cessation contemplated in paragraph 3), this lease shall not terminate provided operations for the drilling or reworking of a well shall be commenced before or on the next ensuing rental paying date falling more than ninety (90) days after such cessation; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the lease premises shall cease from any cause (other than a cessation contemplated in paragraph 3), this lease shall not terminate provided lessee resumes or commences operations for the drilling or reworking of a well within ninety (90) days from the date of such cessation, and this lease shall remain in force and effect during the prosecution of such operations and if production results therefrom, then as long as such production continues or the well or wells are capable of producing.

8. Where required by lessor, lessee shall bury all pipe lines below ordinary plow depth in cultivated land. Lessee shall pay lessor for damages caused by lessee's operations to all cultivated crops growing on said land. Lessee shall have the right, but shall not be obligated, at any time, either before or after expiration of this lease, to remove all fixtures and other property placed by lessee on the lease premises, including the right to draw and remove all casing. Any structures and facilities placed on the lease premises by lessee for operations hereunder and any well or wells on the lease premises drilled or used for the injection of salt water or other fluids may also be used for lessee's operation on other lands in the same area; the right to so use such facilities may be continued beyond the term of this lease by payment in advance of the sum of One Hundred Dollars (\$100.00) per year. No well shall be drilled nearer than 200 feet to any house or barn now on the premises without the consent of lessor.

9. Lessee is granted the right, from time to time while this lease is in force, to pool into a separate operating unit or units all or any part of the land covered by this lease with other land, lease or leases, or interest therein (whether such other interests are pooled by a voluntary agreement on the part of the owners thereof or by the exercise of a right to pool by the lessee(s) thereof), when in lessee's judgment it is necessary or advisable in order to promote conservation, to properly develop or operate the land and interests to be pooled, or to obtain a multiple production allowable from any governmental agency having control over such matters. Any pooling hereunder may cover all oil and gas, or any one or more of the substances covered by this lease, and may cover one or more or all zones or formations underlying all or any portion or portions of the lease premises. Any unit formed by such pooling shall be of abutting or cornering tracts and shall not exceed 640 acres for gas, gas distillate or gas condensate and shall not exceed 80 acres for any other substance covered by this lease; provided that if any governmental regulation or order shall prescribe a spacing pattern for the development of a field wherein the above described land, or a portion thereof, is located, or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so prescribed or as may be permitted in such allocation of allowable. The area pooled and the zones or formations and substances pooled shall be set forth by lessee in a "declaration of pooling" filed for record in the county or counties in which the pooled area is located. Such pooling shall be effective on the date such declaration is filed unless a later effective date is specified in such declaration. In lieu of the royalties elsewhere herein specified, except shut-in gas well royalties, lessor shall receive on production from an area so pooled only such portion of the royalties which, in the absence of such pooling, would be payable hereunder to lessor on production from the land covered by this lease which is placed in the pooled area as the amount of the surface acreage in the land covered by this lease which is placed in the pooled area bears to the amount of the surface acreage of the entire pooled area. Nothing herein contained shall authorize or effect any transfer of any title to any leasehold, royalty or other interest pooled pursuant hereto. The commencement of a well, the conduct of other drilling operations, the completion of a well or of a dry hole, or the operation of a producing well on the pooled area, shall be considered for all purposes (except for royalty purposes) the same as if said well were located on, or such drilling operations were conducted upon, the lands covered by this lease whether or not such well is located upon, or such drilling operations are conducted upon, said lands. Lessee may terminate any pooling effected pursuant hereto at any time the pooled unit is not capable of producing and no drilling operations are being conducted thereon by executing and filing of record in the county or counties in which the pooled area is located a written declaration of the termination of such pooling, provided that the pooling of all interests not covered by this lease which comprise a part of such pooled unit be also terminated in some effective manner.

10. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to their heirs, successors and assigns, but no change or division in the ownership of the land, rentals or royalties, however accomplished, shall operate or be construed so as to enlarge or increase the obligations or burdens of the lessee, or diminish its rights. Specifically, but not by way of limitation of the foregoing, the lessee shall not be required to offset wells on separate tracts into which the land covered by this lease may hereafter be divided, or to furnish separate measuring or receiving tanks. Notwithstanding any actual or constructive knowledge of or notice to the lessee, no change in the ownership of said land or the right to receive rentals or royalties hereunder, or any interest therein, however accomplished, shall be binding on the lessee (except at lessee's option) until thirty (30) days after lessee has been furnished with written notice thereof, together with the supporting information hereinafter referred to, by the party claiming as the result of such change in ownership or interest. Such notice shall be supported by original or certified copies of all recorded documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party. All advance payments of rentals made hereunder within thirty (30) days after receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, heir or successor to the lessor. In the event of an assignment or sublease of this lease as to segregated portions of the land above described the rental payments hereunder shall be apportioned as to the several leasehold owners (including sublessees) ratably according to the surface area of each, and default in the rental payment by one shall not affect the rights of the other leasehold owners.

11. In the event lessor considers that the lessee has failed to comply with any obligation hereunder, express or implied, lessor shall notify lessee in writing, specifying in what respect lessor claims lessee has breached this lease. The service of such notice and elapse of sixty (60) days without lessee meeting or commencing to meet the alleged breaches shall be a condition precedent to any action by lessor for any cause. If, within sixty (60) days after the receipt of such notice lessee shall meet or commence to meet the breaches alleged by lessor, lessee shall not be deemed in default hereunder.

12. If lessor owns a less interest than the entire fee or mineral estate (whether or not a lesser interest is stated above), the rentals and royalties herein provided shall be paid to lessor only in the proportion that his interest bears to the entire fee or mineral estate. If, however, during the term of this lease any reversion of interest to lessor should occur, then and in that event on the next succeeding rental anniversary after lessor shall have notified lessee of the occurrence of such reversion and shall have furnished lessee with satisfactory proof thereof, the rental shall be increased to cover the additional interest so acquired by the lessor.

13. All provisions hereof express or implied shall be subject to all federal and state laws and the orders, rules and regulations of all governmental agencies administering the same (and interpretations thereof by such agencies or courts having jurisdiction), and this lease shall not in any way be terminated wholly or partially nor shall the lessee be liable in damages for failure to comply with any of the express or implied covenants hereof if such failure is caused by any such laws, orders, rules or regulations (or interpretations thereof by said agencies or courts having jurisdiction). If lessee should be prevented during the last six (6) months of the primary term hereof from drilling a well hereunder by the order of any duly constituted authority having or asserting jurisdiction thereover, or if lessee should be unable during said period to drill a well hereunder due to equipment necessary in the drilling or completion thereof not being available from any cause, the primary term of this lease shall continue until six (6) months after said order is suspended and/or said equipment is available.

14. This lease and all of its terms and conditions shall be binding upon all successors of the lessors and the lessees. Should any one or more of the parties above named as lessors fail to execute this lease, it shall nevertheless be binding upon all lessors who do execute it. Notwithstanding any language herein to the contrary, it is expressly understood and agreed that any payment or payments made by the lessee to the owner of any interest subject to this lease shall be sufficient payment hereunder as to such interest notwithstanding the joining herein of the spouse of any such party as a party-lessor for the purpose of waiving homestead, dower or inchoate rights of inheritance, if any.

15. Lessor hereby warrants and agrees to defend the title to the land above described and 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 land in the event of default of payment by the lessor and the lessee shall 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, at lessee's option, be deducted from any amounts of money which may become due or payable to lessor under the terms of this lease.

IN WITNESS WHEREOF, we sign this as of the day and year first above written.



THIS AGREEMENT made this 26 day of December Charles E. Lohman and Helen E. Lohman, husband and wife

of Tonpanoxie, Kansas (Post Office Address) herein called lessor (whether one or more), and Renegade Resources Corporation, Lessee;

1. Lessor, in consideration of Four hundred and no/100 Dollars (\$400.00) in hand paid, receipt of which is here acknowledged, and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring, producing, mining and operating for and producing oil, liquid hydrocarbons, gas and other products...

West 1/2 of SE4

in section 10 Township 10 South Range 21 East and containing 80 acres, more or less, and all accretions thereto.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of (1) year from the date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land... 3. The royalties to be paid by lessee are: (a) on oil, and other liquid hydrocarbons saved at the well, one-eighth of that produced and saved from said land...

6. If, prior to the discovery of oil, liquid hydrocarbons, gas or their respective constituent products, or any of them, on said land... 7. Lessee shall have free use of oil, gas, and water from said land, except water from lessor's wells and tanks, for all operations hereunder...

8. The rights of other party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, executors, administrators, successors, and assigns, but no change or division in ownership of the land, rentals or royalties, shall operate to enlarge the obligations...

9. Lessee shall not be liable for delays or defaults in its performance of any agreement or covenant hereunder due to force majeure. The term "force majeure" as employed herein shall mean any act of God including but not limited to storms, floods, wrecks, landslides, and lightning...

10. Lessor hereby warrants and agrees to defend the title to said land, and agrees that lessee, at its option, may discharge any tax, mortgage, or other lien upon said land, and in the event lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties...

11. If the leased premises shall hereafter be owned in severalty or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease, and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to each separate owner...

IN WITNESS WHEREOF, We sign the day and year first above written. Carl M. Welch, President, Renegade Resources Corporation

Charles E. Lohman, Helen E. Lohman

REAL ESTATE MORTGAGE RELEASE  
(Full Release)

The undersigned Mortgagee, pursuant to K.S.A. 58-2306, acknowledges satisfaction in full of the debt secured by the following described and recorded real estate mortgage and the same is hereby released:

1. The name of the Mortgagor is:

James E. Dillion and Jeanette Dillion, husband and wife  
(Exact names of all mortgagors shown on recorded mortgage)

2. The name of the mortgagee is:

Peoples Savings and Loan Association  
(Exact name of mortgagee shown on recorded mortgage)

3. The legal description of the property subject to the mortgage is:

more or less, located in the West Half (W $\frac{1}{2}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Twenty-Six (26), Township Eight (8) South, Range Six (6) East of the 6th P.M., in Riley County, Kansas, described as follows: Beginning at the Northwest Corner of the said West Half (W $\frac{1}{2}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of said Section 26, thence East along the North line of said Northeast Quarter (NE $\frac{1}{4}$ ) of said Section 26 a distance of 660 feet; thence South parallel to the West line of said Northeast Quarter (NE $\frac{1}{4}$ ) of said Section 26 a distance of 660 feet; thence West 660 feet along a line parallel to the North line of said Northeast Quarter (NE $\frac{1}{4}$ ) of said Section 26 to the West line of said Northeast Quarter (NE $\frac{1}{4}$ ) of said Section 26, thence North 660 feet along the West line of said Northeast Quarter (NE $\frac{1}{4}$ ) of said Section 26 to the point of beginning. Subject to a roadway easement along the East 30 feet of the above described tract which first party specifically reserves for herself, her heirs and assigns.

(If space is insufficient, attach separate exhibit listing legal description.)

4. The volume and page the mortgage is recorded in is:

Volume 373 Page 269  
of the records of the Register of Deeds for  
Riley County, Kansas.

Dated this 28th day of October, 1988.

Peoples Heritage Federal Savings and Loan Assn.  
formerly Peoples Savings and Loan Association

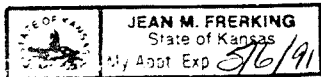
By Max E. Searcey  
Max E. Searcey  
Vice President  
of the Corporation

(Must be the President, Vice-President, Secretary, Cashier, or Treasurer of the Corporation.)

State of Kansas, County of Marshall ss:

BE IT REMEMBERED, that on this 3rd day of November, 1988, before me, the undersigned, a notary public in and for the county and state aforesaid, came Max E. Searcey, Vice President of Peoples Heritage Federal Savings and Loan Assn. who is personally known to me to be the same person who executed the foregoing Real Estate Mortgage Release as Vice President of said corporation, and said Officer has duly acknowledged the execution of the same as the act of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.



Jean M. Frerking  
Notary Public Jean M. Frerking

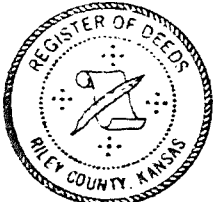
My appointment expires: May 6, 1991

544-332

6-8

6-8

7 A Nov 19 88 11:40  
544-332 Rec 2,00  
M. Charlotte Shaver







Commencing at the Southeast Corner of the Southwest Quarter of Section 25, Township 2 South, Range 15 East of the Sixth Principal Meridian, Brown County, Kansas; thence S 89°54'02" W (assumed bearing) along the South line of said Southwest Quarter 560.00 feet; thence N 0°01'16" W parallel to the East line of said Southwest Quarter, 561.13 feet to intersect the North right-of-way line of US-36 Highway and the TRUE POINT OF BEGINNING; thence S 66°07'00" W along said North right-of-way, 404.54 feet to the beginning of a curve to the right; thence continuing along said curve with a radius of 3744.80 feet, a chord bearing of S 70°31'08" W, a chord length of 574.88 feet and arc length of 575.45 feet; thence N 0°01'16" W parallel to the East line of said Southwest Quarter, 1556.90 feet; thence N 85°04'24" E, 915.36 feet; thence S 0°01'16" E, parallel to the East line of said Southwest Quarter, 1280.00 feet to intersect the North right-of-way of US-36 and the TRUE POINT OF BEGINNING. Said tract containing 30.00 acres more or less.

6-10

REAL ESTATE MORTGAGE RELEASE  
(Full Release)

The undersigned Mortgagee, pursuant to K.S.A. 58-2306, acknowledges satisfaction in full of the debt secured by the following described and recorded real estate mortgage and the same is hereby released:

- The name of the Mortgagor is:  
Rodney D. Laing and Jannah K. Laing, Husband and Wife  
(Exact names of all mortgagors shown on recorded mortgage)
- The name of the mortgagee is:  
Columbia Savings Association FA  
(Exact name of mortgagee shown on recorded mortgage)
- The legal description of the property subject to the mortgage is:

TRACT I:  
Lot 6, in Block 17, in Prairie Meadows No. 15, an Addition to the City of Lawrence, as shown by the recorded plat thereof, in Douglas County, Kansas.

TRACT II:  
Lot 14, in Block 24, in Sinclair's Addition to the City of Lawrence, in Douglas County, Kansas.

TRACT III:  
Lot 12, in Block 26, in University Place Annex, an Addition to the City of Lawrence, as shown by the recorded plat thereof, in Douglas County, Kansas.

TRACT IV:  
Lot 9, in Block 20, in Prairie Meadows No. 10, an Addition to the City of Lawrence, as shown by the recorded plat thereof, in Douglas County, Kansas.

(If space is insufficient, attach separate exhibit listing legal description.)

- The volume and page the mortgage is recorded in is:  
Volume 414 Page 1465  
of the records of the Register of Deeds for  
Douglas County, Kansas.

Dated this 16th day of February, 1988.

State of Kansas, Douglas County, SS.  
Filed and Entered in Vol. 419  
Page 641 at 10:45 o'clock A. M

JUN 23 1988

By \_\_\_\_\_ Register of Deeds  
Deputy

Columbia Savings Association FA  
By Stan L. McCabe  
Stan L. McCabe, Senior Vice-President  
of the Corporation  
(Must be the President, Vice-President,  
Secretary, Cashier, or Treasurer of the  
Corporation.)

State of Kansas, County of Douglas SS:

BE IT REMEMBERED, that on this 22nd day of June, 1988, before me, the undersigned, a notary public in and for the county and state aforesaid, came Stan L. McCabe, Senior Vice-President of Columbia Savings Association FA who is personally known to me to be the same person who executed the foregoing Real Estate Mortgage Release as Sr. V.P. of said corporation, and said Sr. V.P. duly acknowledged the execution of the same as the act of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Shirley S. Stover  
Notary Public

My appointment expires: 9-21-91

Columbia Savings Association F.A.