Approved _	January	31,	1989	
		Date		

MINUTES OF THE House COMMITTEE ON Local Government

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

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 \underline{HB} 2010, relating to documents filed in the office of the Register of Deeds.

Mike Heim, Staff, gave the Committee a summary of $\underline{\text{HB}}$ 2010 stating that the original legislation was enacted last year in $\underline{\text{HB}}$ 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 $\underline{\text{HB}}$ 2767. The Committee recommends that the change in type size should be deleted. $\underline{\text{HB}}$ 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, <u>HB 2767</u>, rather than <u>HB 2010</u> which they now support. (<u>Attach.</u> 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 <u>HB 2010</u> 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-\$ Statehouse, at 1:30 %%./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

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Linda Lincham	maxhall Co	Register of Deeds
Charletto Shawner	Riley Co.	Register of Deeds
Mary am Holsapple	nemaha Co.	Register of Deeds
Steven Flint	Smith Co.	legister of Dada
Sysie Parmer	Seavenuorth Co	Register of Deads
Janie Gellispie	Thomas Co.	Register of Lleeds
Namy Reynolds	Brown Co	Register of Deads
Jacqueline Webli	allen Co.	Register of Weeds
Hom GRONEMAN	WY ANDOTTE CO.	REGISTER OF DEEDS
Sue Neustifter	Douglas Co.	Register of Deeds
Polest Gudoras	Box 10 Clare	My CONTOLL + Fas
Les Petron	Tope KA	KS PETROLEUM Council
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Charley Ralatin	Wichta	Wighta associandmen
	Martina, Ks	~ 11
J. RED JAMBRIGHT PAULD JERVIS	WICHITA, KS	. 11
David A Stillings	Topeka, Ks.	11
alan Steppat	TopeKA	Pete McGill & Associates
Ron Smith	. 12	Ks Bar Assoc.
Don Schwank	Topsek	KIOGR
BILL HESS	WICHITA	RINE EXPLORATION CO.
Mark Ferguson	Lguren ce	Univ. of Kansas.
UVIIIan 2, Mitchell	Hutchinson	KLTA
977		

HOUSE COMMITTEE ON LOCAL GOVERNMENT

DATE 1-18-89

NAME	ADDRESS	REPRESENTING
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Dee Waln'	Liberal	Des or Cleans
Vera Francis Reynolds	ashland, Clark Co	Register of deeds
Sue Neustitter	Lawrence	11 11 11
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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 <u>all</u> 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

120 A TTOCH 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 President

cc: Fred Hambright

BLUE LINES

ARCHITECTS & ENGINEERING SUPPLIES



1-18-89

XEROX COPIES

CITY MAPS



KANSAS LAND TITLE ASSOCIATION

George L. 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

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ATTACI

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FIFTH DISTRICT
Janice S. Tittel
Ness City
Donna Eibert
Dighton
EDITOR,
KANSAS ABSTRACTER
JOHN M. Bell

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

ABCDEFGHUKLMNOPQRSTUVWXYZabcdefghijklmnopqrstuvwxyz1234567890(AvantGarde) Now is the time for all good men to come to the aid of their country.

ABCDEFGHIJKLMNOPQRSTUVWXYZabcdefghijklmnopqrstuvwxyz1234567890 (Bookman) Now is the time for all good men to come to the aid of their country.

ABCDEFGHIJKLMNOPQRSTUVWXYZabcdefghijklmnopqrstuvwxyz1234567890(Helvetica) Now is the time for all good men to come to the aid of their country.

ABCDEFGHUKLMNOPQRSTUVWXYZabcdefghijklmnopqrstuvwxyz1234567890 (N Helvetica Narrow) Now is the time for all good men to come to the aid of their country.

ABCDEFGHLJKLMNOPQRSTUVWXYZabcdefghijklmnopqrstuvwxyz1234567890 n(New Century Schlbk) Now is the time for all good men to come to the aid of their country.

ABCDEFGHIJKLMNOPQRSTUVWXYZabcdefghijklmnopqrstuvwxyz1234567890(Palatino) Now is the time for all good men to come to the aid of their country.

ABCDEFGHIKLMNOPQRSTUVWXYZabcdefghijklmnopqrstuvwxyz1234567890(Times) Now is the time for all good men to come to the aid of their country.

ABCDT.FGHIJKLMN(OPQRSTUVWXYZabcdefghijk[mnopqrstuvuxyz1234567890(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,

Fred Hambright)

IS 1-18-89

ATTACH. 4

B OIL AND GAS LEASE

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(k)	09-13	•

ANSAS BLUE PRII

316-264-9344 • P O Box 793 • Wichita KS 6720
AGREEMENT, Made and entered into, 19, by and betw
Party of the second part, hereinafter called les
witnesseth. That the said lessor, for and in consideration of
State of, described as follows, to-wit:
of Section Township Range and containing acres more or l
It is agreed that this lease shall remain in full force for a term of
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 (18) 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 royalty $\frac{1}{8}$ of the market value of such gas at the mouth of the well: if said gas is sold by the lessee, then as royalty $\frac{1}{8}$ of the proceeds of the sale the at the mouth of the well. The lessee shall pay lessor as royalty $\frac{1}{8}$ of the proceeds from the sale of gas as such at the mouth of the well where gas onl 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 user 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 is 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 stoler is an an 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 less sole risk and expense.
If no well be commenced on said land on or before
or before that date shall pay or tender to the lessor, or to the lessor's credit in The
or its successors, which shall continue as the depository regardless of changes in the own ship of said land, the sum of
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 commen ment 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 ment 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 ment of a well may be ment 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 pository bank. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to date whon said first rental is payable as aforesaid, but also the lesse's option of extending that period as aforesaid, and any and all other rights conferr 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 descripenents and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter 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 with the acreage covered hereon is reduced by said release or releases.
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 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, that the last preceding paragraph hereof, governing the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.
If said lossor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rent 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 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 place d on said premises, including the right to draw and remove casing 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 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 force with the like effect as if such well had been completed within the term of years herein first mentioned.
If the estate of either party hereto is transferred, and the privilege of transferring in whole or in part is expressly allowed, or if the rights hereun of either party hereto are vested by descent or devise, the covenants hereof shall extend to and be binding on the heirs, devises, executors, administrate successors, or assigns, but no change in the ownership of said land or of any right hereunder shall be binding on the lessee until after lessee has be furnished with the original or a certified copy thereof of any transfer by lessor or with a certified copy of the will of lessor together with a transcript the probate thereof or, in the event lessor dies intestate and his estate is being administered, with a transcript of the administration proceedings or, the event of the death of lessor and no administration being had on the estate, with an instrument satisfactory to lessee executed by lessor's he authorizing payment or deposit or tender for deposit to their credit as hereinbefore provided, at least thirty days before said rentals and royalties payable or due, 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 stance 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, standard that the payments of said rentals are assigned that 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 assign thereof shall make due payments of said rentals. In case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations we respect to the assigned portion or portions arising subsequent to the date of assignment. If the leased premises are now or hereafter owned in severa or in separate tracts, the premises, nevertheless, may be developed and operated as an entircity, and the royalties shall be paid to each separate owner the proportion that the acreage
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 deem 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 that the lessee shall have the right at any mortgages.
to the rights of the holder thereof and may reimburse itself from any rental or royalties accruing hereunder. The terms, covenants, and conditions hereof shall run with said land and herewith and shall be binding upon the parties hereto, their heirs, a ministrators, devisees, executors, successors and assigns; however, all express or implied covenants of this lease shall be subject to all Federal and St. Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable for failure to com therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.
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Notary Public

OIL AND GAS LEAS

MANSAS	Biue 3
THE PROPERTY OF	GINTER OF
	-Wichita Kansas

THIS AGREEMENT, Entered into this the	day of
between	
	hereinafter called lessor,
and	hereinafter called lessee, does witness: ofDollars in hand paid and of the covenants and agreements hereinafter contained
hereinafter described land, and with the right to unitize thereby as hereinafter provided, for the purpose of carryi and operating for, producing, and saving all of the oil, and for constructing roads, laying pipe lines, building t convenient for the economical operation of said land a	eased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered ing on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, tanks, storing oil, building powers, stations, telephone lines and other structures thereon necessary or alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such
	aid 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 containingacres, more or less.
2. This lease shall remain in force for a term of any of the products covered by this lease is or can be	years and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or produced.
The lessee shall deliver to lessor as royalty, free of all oil produced and saved from the leased premises.like grade and gravity prevailing on the day such oil is	of cost, on the lease, or into the pipe line to which lessee may connect its wells the equal one-eighth part or at the lessee's option may pay to the lessor for such one-eighth royalty the market price for oil of run into the pipe line or into storage tanks.
4. The lessee shall pay to lessor for gas produced alty ½ of the market value of such gas at the mouth the mouth of the well. The lessee shall pay lessor as 1 and where such gas is not sold or used, lessee shall proyalty, an amount equal to the delay rental provided producing lease under paragraph 2 hereof; the lessor to principal dwelling house on said land by making his over the content of the lessor to principal dwelling house on said land by making his over the content of the lessor to principal dwelling house on said land by making his over the content of the lessor to principal dwelling house on said land by making his over the lessor to principal dwelling house on said land by making his over the lessor the lessor the lessor that the lessor the lessor that the less	from any oil well and used by the lessee for the manufacture of gasoline or any other product as roy- of the well; if said gas is sold by the lessee, then as royalty % of the proceeds of the sale thereof at royalty % of the proceeds from the sale of gas as such at the mouth of the well where gas only is found ay or tender annually at the end of each yearly period during which such gas is not sold or used, as in paragraph 5 hereof, and while said royalty is so paid or tendered this lease shall be held as a have gas free of charge from any gas well on the leased premises for stoves and inside lights in the wn 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 this lease shall terminate as to both parties, unless the	gas are not commenced on said land on or before the day of 19, ne lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the
cessors are the lessor's agent and shall continue as the	k at, or its successors, which Bank and its successory 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 erate as a rental and cover the privilege of deferring t payments or tenders the commencement of operations fo check or draft of lessee or any assignee thereof, mailed bank, and it is understood and agreed that the consider first rental is payable as aforesaid, but also the lessee the death of the lessor or his successors in interest, the and administrators of such persons.	e hereunder, the sum of
6. If at any time prior to the discovery of oil or ga	is on this land and during the term of this lease, the lessee shall drill a dry hole, or holes on this land, the drilling of a well shall be commenced by the next ensuing rental paying date, or provided the e manner and amount hereinabove provided, and in this event the preceding paragraphs hereof goverect thereof shall continue in force.
7. In case said lessor owns a less interest in the a als herein provided for shall be paid the said lessor only be increased at the next succeeding rental anniversary	hove described land than the entire and undivided fee simple estate therein then the royalties and renty in the proportion which his interest bears to the whole and undivided fee. However, such rental shall after any reversion occurs to cover the interest so acquired.
the lessor. When required by lessor, the lessee shall be on said land. No well shall be drilled nearer than 200 f the right at any time during, or after the expiration of	cost, gas, oil and water found on said land for its operations thereon, except water from the wells of its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have f, this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said casing, but lessee shall be under no obligation to do so, nor shall lessee be under any obligation to restore tions or changes were due to operations reasonably necessary under this lease.
9. If the estate of either party hereto is assigned to the heirs, devisees, executors, administrators, succes due under this lease shall be binding on the lessee und copy thereof or a certified copy of the will of any dec an administrator for the estate of any deceased owner fied copies thereof necessary in showing a complete chunder before receipt of said documents shall be binding	and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend stors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum till it has been furnished with either the original recorded instrument of conveyance or a duly certified eased owner and of the probate thereof, or certified copy of the proceedings showing appointment of r, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified in the back to lessor to the full interest claimed, and all advance payments of rentals made here on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.
ated as one lease, and all royalities accruing nereunder proportion that the acreage owned by each separate of set wells on separate tracts into which the land covered measuring or receiving tanks. It is hereby agreed tha	her be owned in severalty or in separate tracts, the premises nevertheless shall be developed and oper- shall be treated as an entirety and shall be divided among and paid to such separate owners in the owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to off- d by this lease may be hereafter divided by sale, devise, descent or otherwise or to furnish separate t in the event this lease shall be assigned as to a part or as to parts of the above described land and make default in the payment of the proportionate part of the rent due from him or them, such default or as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment
11. Lessor hereby warrants and agrees to defend th	he title to the land herein described and agrees that the lessee, at its option, may pay and discharge in existing, levied, or assessed on or against the above described lands and, in event it exercises such option, olders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other
12. Notwithstanding anything in this lease contain time while this lease is in force, this lease shall remaresults therefrom, then as long as production continues	led to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any in in force and its terms shall continue so long as such operations are prosecuted and, if production s.
tions for the drilling of a well shall be commenced belt rentals in the manner and amount hereinbefore provide cease from any cause, this lease shall not terminate p lease shall remain in force during the prosecution of	notion on the leased premises shall cease from any cause, this lease shall not terminate provided opera- ore or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of ded. If, after the expiration of the primary term of this lease, production on the leased premises shall provided lessee resumes operations for drilling a well within sixty (60) days from such cessation, and this of such operations and, if production results therefrom, then as long as production continues.
record in the proper county. In case said lease is st liabilities thereafter accruing under the terms of said apportioned on an acreage basis, but as to the portion and effect for all purposes.	his lease in whole or in part by delivering or mailing such release to the lessor, or by placing same of urrendered and canceled as to only a portion of the acreage covered thereby, then all payments and lease as to the portion canceled shall cease and determine and any rentals thereafter paid may be of the acreage not released the terms and provisions of this lease shall continue and remain in full force
of) of all governmental agencies administering the san in damages for failure to comply with any of the exp (or interpretations thereof). If lessee should be prevent constituted authority having jurisdiction thereover, or drilling thereof not being available on account of a and/or said equipment is available, but the lessee shal	be subject to all federal and state laws and the orders, rules, or regulations (and interpretations therene, and this lease shall not be in any way terminated wholly or partially nor shall the lessee be liable ress or implied provisions hereof if such failure accords with any such laws, orders, rules or regulations ed during the last six months of the primary term hereof from drilling a well hereunder by the order of any if lessee should be unable during said period to drill a well hereunder due to equipment necessary in the may cause, the primary term of this lease shall continue until six months after said order is suspended lipay delay rentals herein provided during such extended time.
filling by lessee in the recording office of said county ization shall cover the gas rights only and comprise from gas wells shall be apportioned among the owners minerals under the lands within such unitized area b all purposes a well under this lease and shall satisfy t under no obligation, express or implied, to drill more t	thereof with any other lease or leases or portions thereof shall be accomplished by the execution and of an instrument declaring its purpose to unitize and describing the leases and land unitized, which unitan area not exceeding approximately 640 acres. The royalty provided for herein with respect to gas of such royalty on minerals produced in the unitized area in the proportion that their interests in the least to the minerals under all of the lands in the unitized area. Any well drilled on such unit shall be for the rental provision of this lease as to all of the land covered thereby; Provided, however, lessee shall be than one gas well on said Unit.
17. This lease and all its terms, conditions, and s IN WITNESS WHEREOF, we sign the day and year	stipulations shall extend to and be binding on all successors of said lessor and lessee. ar first above written.
	(SEAL)
	(SEAL) (SEAL)
	(SEAL) (SEAL)
	(SEAL)

Notary Public.

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IV.

nission expires.

CHIEF DRILLING CO., Inc.

Drilling Contractors - Oil Producers

224 E. DOUGLAS SUITE 350

WICHITA, KANSAS 67202

V. RICHARD HOOVER
PRESIDENT

January 20, 1989

(316) 262-3791

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.

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.

enarles H. Ralstip

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 then 8 point. The law does allow for documents recorded to have a type written sheet in larger type to accompany any document of less then 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 then 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 compliants 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 compling 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 Assoication here or I will be happy to answer any questions that you might have.

ATTACIT. 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 abstracter, 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 Rēgister 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.

(Enco)

OIL AND GAS LEAS!



17 Co.Inc.

AGREEMENT, Made and ent Mary Virginia Lo	hrey and Russel	1 Lohrey		sband: an	, 19 <u>88</u> , by and between d Gertrude
Copher and Ralph	ı Copher, her hu	sband			
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R. T. Bick			Р	arty of the second	nort horoinafter collect tone
WITNESSETH, That the said lessor, for	and in consideration of	One an	d no/100-		
cash in hand paid, receipt of which is kept and performed, has granted, demis purpose of mining and operating for oil	sed, leased and let and by these and gas, and laying pipe lines,	ne covenants and presents does ; and building to	l agreements herei grant, demise, leas inks, power station	inafter contained on se and let unto said is and structures the	t the part of lessee to be paid il lessee, for the sole and only ereon to produce, save and take
care of said products, all that certain tr	act of land, "logether with any	reversionary rigi	its therein", situat	ed in the County of	Ellis
State of Kansas	.described as follows, to-wit:		•		
	The Northea	ast Quar	ter (NE/4	.)	
		-			
of Section 10 Townshi	11S	18W		160	
or Section Townshi	pRange		nd containing		acres more or less.
It is agreed that this lease shall rema or either of them, is produced from said	land by the lessee, or the premis	ses are being de	yeloped or operated	m this date, and as I.	long thereafter as oil or gas,
In consideration of the premises the	said lessee covenants and agre	ees:		•	
Ist. To deliver to the credit of lessor and saved from the leased premises.	, free of cost, in the pipe line to	o which he may	connect his wells,	the equal one-eighth	n (!s) part of all oil produced
2nd. The lessee shall pay to lessor for royalty 's of the market value of such g				•	
royalty, an amount equal to the delay report be held as a producing lease under the stoves and inside lights in the principal sole risk and expense. If no well be commenced on said lan	dwelling house on said land by i	making his own	connections with	the well, the use of	en on the leased premises for such gas to be at the lessor's the parties, which the lesson of
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ship of said land, the sum of	or its succ	cessors, which sl	all continue as th	e depository-regariil	ess of changes in the owner-
the privilege of deferring the commencement of a well may be further deferred—five check or draft of lessee of any assign another when said first rental is payable as Lessee may at any time execute and delipremises and thereby surrender this least rentals payable hereunder shall be reduced.	ee thereof, mailed or delivered of the consideration, if an interest of the consideration, if an interest of the test of record e as to such portion or portion as to such portion that the a	on or before the ist space, because of the control	Th like manner successively. All surental paying dat may the common and may the covering to fall obligations nereon is reduced	and upon like payments or tended the payments or tended the either direct to be entropy; and which was any portion or por as to the acreage suby said release or r	noers of rental may be made ssor on assigns or to said de- the privileges at the to the and an other red, and an other red, and are described urrendered, and thereafter the cleans.
Should the first well drilled on the a welve months from the expiration of the problem the expiration of said twelve modern before the expiration of said twelve modern the sagreed that upon the resumption (intals and the effect thereof, shall continue the effect thereof).	above described land be a dry he last rental period for which reports shall resume the payment	nole, then, and in intal has been po of rentals in th	that event, if a said, this lease shall same amount an	second well is not co I terminate as to bot d in the same mann	ommenced on said land within th parties, unless the lessee on
If said lessor owns a less interest in percin provided shall be paid the lessor of acreased at the next succeeding rental an	the above described land than	the entire and	undivided fee simp	ole estate therein, th	
Lessee shall have the right to use, fre	e of cost, gas, oil, and water pr	roduced on said	and for its operati	ion thereon, except w	vater from wells of lessor.
when requested by lessor, lessee shall	hury his pipe lines below plow of	iepth.			
No well shall be drilled nearer than 20	0 feet to the house or barn nov	w on said premis	es, without the wi	ritten consent of the	e lessor.
Lessee shall pay for damages caused	by its operations to growing cro	ops on said land.		•	
Lessee shall have the right at any tim	e to remove all machinery and	fixtures place d	on said premises,	including the right t	o draw and remove casing.
If the lessee shall commence to drill a completion with reasonable diligence and orce with the like effect as if such well from the like effect as if such well eff	well within the term of this le dispatch, and if oil or gas, lor, and been completed within the le	ase or any externel, either of them, error of years her	nsion thereof, the be found in paying tein first mentione	lesses thell be kind of the decision of the less of th	to drill such well to
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R. T. BICK	SEA	ر مار	**************************************	374// of	Ogl page 239
KANSAS STATE BANK BUILDING			739	Fees HO	Register of Deeds
WICHITA, KANSAS 67202	Colini	. A.	***		
Enuo)	o. CON.				61

Form 88—(Producers) B+ OIL AND GAS LEASE

THE MIAMI COUNTY PUBLISH Paola, Kansas 66071

	AGRE	EMENT, Made and entered into this	grx		January	
by	and	between Rosa F. Ly R.R.#1 Win	ons chester	Kangag	66097	
		1(•1(• π - ΜΤ)	.c.icscc1,	Kansas	00057	
			Party of	the first part	, hereinafter called lessor (whether one or more) ar
		back Exploration, Inc.				
casl less saic tion	n in ha ee to b I lessed s and	ETH, That the said lessor, for and in con and paid, receipt of which is hereby acknowle paid, kept and performed, has granted, des, for the sole and only purpose of mining a structures thereon to produce, save and to be a convenient.	edged, and of temised, leased and operating foliate care of said	he covenants and let and by r oil and gas, I products, al	and agreements hereinafte these presents does grant, and laying pipe lines, and b I that certain tract of land	er contained on the particle demise, lease and let un puilding tanks, power sta situated in the County (
		Leavenworth			State of Kansas, described	as follows, to wit.
						A A A A A A A A A A A A A A A A A A A
of S	ection	3 Township 9S Ran	ge 20E	and contain	ning 10.649	acres, more or les
JI 3	It ic a	greed that this lease shall remain in full fo	orce for a term	_ three	(3) years fro	om this date, and as lor
ther	eatter	as oil or gas, or either of them, is produce	ed from said la	na by the less	see.	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
	1st. To	sideration of the premises the said lessee deliver to the credit of lessor, free of cost	in the pipe line	agrees: e to which les	see may connect his wells,	the equal one-eighth (1/8
pari	of all 2nd. T	oil produced and saved from the leased pi o pay lessor for gas from each well where ç	emises. Jas only is foun	d the equal or	ne-eighth ($1/_{ m B}$) of the gross p	roceeds at the prevailin
mar	ket ra	te, for all gas used off the premises, said preceding the state of cost from any such well for all stoves	ayments to be	made	Monthly	and lessor t
time	by m	aking his own connections with the well at p pay lessor for gas produced from any oil w	his own risk a vell and used of	nd expense. If the premise	s or in the manufacture of g	gasoline or any other pro
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or i	ts suc	cessors, which shall continue as the de	pository regar	dless of cha	nges in the ownership of	said land, the sum o
		Ten and 50/100 (\$10.50)		DOLLARS,	which shall operate as a re	ental and cover the priv
rent first but said to be amo abov force	al pay recite also th Should land v oth pai unt ar re prove just	or tenders of rentals may be made by checing date, either direct to lessor or assigns of dherein, the down payment, covers not only lessee's option of extending that period at the first well drilled on the above describerable within twelve months from the expiration of ties, unless the lessee on or before the extend in the same manner as hereinbefore provided, that the last preceding paragraph has though there had been no interruption in lessor owns a less interest in the above did rentals herein provided shall be paid the	r to said deposity the privileges of the privileges of a deposition of the last rental point of the last rental point of the point of the point of the rental parescribed land it is escribed land it is escri	itory bank. Ai s granted to the nd any and al hole, then, an period for whi twelve mont is agreed that g the paymer yments. than the entir	nd it is understood and agree to date when said first rental to ther rights conferred. I that event, if a second with the second with the shall resume the payme upon the resumption of that of rentals and the effect e and undivided fee simple	ed that the consideration is payable as aforesaid well is not commenced on slease shall terminate and of rentals in the same e payment of rentals, at thereof, shall continue is estate therein, then the
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Notary Public





THIS AGREEMENT made and enter	r. into this	day of		
by and between		NATION AND ADDRESS OF THE PARTY	A CONTRACTOR OF THE PROPERTY O	
				, lessor (whe
witnesseth:				, le
producing and saving of oil, gas, gas co	ondensate, pas distillate, casing	head has casinghead pasoline a	Dollars (\$_ does hereby grant, demise, lease and let u ther exploratory work, including core drill ad all other gases and their constituent par	ing, and the drilling, mining, operating
ights of way and easements for laving	T nine lines telephone and told	gas, and the exclusive right of	injecting water, brine and other fluids an injecting water, brine and other fluids an is, stations, ponds, roadways and other fix hient in the economical or efficient operat produce, save and take care of said produce.	d substances into the subsurface strate, v
		iano, together with any reversi	produce, save and take care of said produce on any rights therein, said tract of land bei, and described as follo	ng situated in the County of
	, state c	01	and described as follo	ws, to-wit: +
f Section, Township djacent or contiguous thereto and owned	d or claimed by the lessor, whi	, Range ich land shall, for the purpose o	f calculating the amount of any money pa	ubmerged lands, accretions, strips and go yment permitted or required by the terms
his lease he considered as containing	avaet			
In consideration of the premises, it	is hereby mutually agreed as f	follows:	ter to which have	
revailing on the day such oil is run int	to the pipe line or storage tank	is.	ine to which lessee may connect its well, ne-eighth (1/sth) the market price at the instituent parts, produced from said land at 1/sth) of the gross proceeds received from	wellhead for oil of a like grade and gra-
ne same is sold at the mouth of the w	yell or, if not sold at the mout	h of the well, then one-eighth	(Vath) of the market value thereof at the	mouth of the well, but in no event m
3. If gas from any well or wells eriod of one (1) year or more during sum equal to the delay rentals provide all the terms of this lease, including the terms of this lease.	on the premises capable of pro which time there is no other ped in paragraph number 6 hereo	iducing gas in commercial quant production from the lease prem f, whether during or after the	ites is not sold or used off the premise ises, then lessee shall become obligated primary term. In consideration of the oblig ing produced from the premises during th	to pay as royalty for such annual per ation so to pay, it shall within the mean
the actual amount received by the less	Ssee.	one-eighth (48th) of the curre	it market price at the mouth of the well,	but in no event more than one-eighth (1/s
ssor's wells and tanks, for all operation	ons hereunder.	and an other petroleum produc	is nereunder, lessor shall have the privile premises. Notwithstanding any of the pro- cts, water and other minerals and materials lises on or before one (1) year from the d	from the lease premises, except water to
			or tender to lessor or to lessor's credit in	
ccessors are lessor's agents and shall	(or to any bank designated in v	Bank at	such written designation is recorded), or it wnership of said land or the right to rece	s successor or successors, which bank and
erations for the drilling of said well	for a period of one (1) year f), which	shall operate as a rental and cover the	privilege of deferring the commencement
ptions and other rights conferred upon hove described premises, as to any or here a part or portion of this lease is duced by said release or releases. Pay e lessor at his last known address (as	the lessee. Lessee may, at any all horizons, and thereby surren released as to all horizons, the sympet or tender of rental may	y time, execute and deliver to der this lease as to such portion en rentals thereafter payable he	the consideration first recited herein, it lessor or piace of record a release or rete mo or portions and be relieved of all cob- reunder may be reduced in the proportion the lessee, transmitted, delivered or mail- the payment or tender shall be deemed to	ases covering any portion or portions of igations as to the portion surrendered, that the acreage covered by this lease
7. It is expressly agreed that if all continue for so long as such operscribed land be a dry hole or fall to the last rental period for which rental p	lessee shall commence operation ations are prosecuted and, if p establish production, then and tal has been paid (or within t	ns for the drilling of a well a production results therefrom, the in that event if a second well twelve (12) months from the fit	t any time while its lease is in force, the so long as such production may continue is not commenced on said land within the annuary of the last of such well is tannuary of the last of such well is	is lease shall remain in force and its te . Should the first well drilled on the ab welve (12) months following the expirati
mount and in the same manner as here ntemplated in paragraph 3), this lease	einabove provided. If, within t shall not terminate provided	the primary term of this lease, operations for the drilling or re	aid twelve (12) months shall resume or co production on the lease premises shall ce-	mmence the payment of rentals in the sa ase from any cause (other than a cessat
sumes or commences operations for the	drilling or reworking of a we	tase from any cause (other than	t of rentals in the manner and amount here a cessation contemplated in paragraph 3), in the date of such cessation, and this lease ontinues or the well or wells are capable o	this lease shall not terminate provided less
c. Where required by lessor, lesse cultivated crops growing on said land her property placed by lessee on the	e snail bury all pipe lines be d. Lessee shall have the right, lease premises, including the r	flow ordinary plow depth in cu but shall not be obligated, at right to draw and remove all c	Itivated land. Lessee shall pay lessor for any time, either before or after expiration asing Any structures and facilities placed	damages caused by lessee's operations on of this lease, to remove all fixtures a
me area; the right to so use such fac all be drilled nearer than 200 feet to	cilities may be continued beyond any house or barn now on the	d the term of this lease by pa the premises without the consent	vater or other fluids may also be used for yment in advance of the sum of One Hu: of lessor	or lessee's operation on other lands in the decided Dollars (\$100,000 per year. No w
 Lessee is granted the right, fro th other land, lease or leases, or inter of by the lessees thereof), when in le 	om time to time while this le rest therein (whether such other essee's judgment it is necessary	ease is in force, to pool into a r interests are pooled by a volu y or advisable in order to prom	separate operating unit or units all or unitary agreement on the part of the owner of the conservation, to properly develop or or	rs thereof or by the exercise of a right
e substances covered by this lease, and all be of abutting or cornering tracts	may cover one or more or all and shall not exceed 640 acres	zones or formations underlying : s for mas mas distillate or mas	matters. Any pooling hereunder may cover all or any portion or portions of the lead	r all oil and gas, or any one or more premises. Any unit formed by such pooli
tated, or allocate a producing allowable the allocation of allowable. The area of	le based on acreage per well, i	then any such unit may embrac	e as much additional acreage as may be	ve described land, or a portion thereof, so prescribed or as may be permitted
sence of such pooling, would be payab.	le hereunder to lessor on produ	ction from the land covered by	eclaration is filed unless a later effective on production from an area so pooled only this lease which is placed in the pooled face acreage of the entire pooled area.	such portion of the royalties which, in t
a well or of a dry hole, or the opera	ation of a producing well on th	est pooled pursuant nereto. In	red for all purposes (except for royalty ponot such well is located upon, or such	of other drilling operations, the completi
ing and filing of record in the count erests not covered by this lease which	ty or counties in which the po n comprise a part of such pool	ny time the pooled unit is not ooled area is located a written led unit he also terminated in	capable of producing and no drilling open declaration of the termination of such	ations are being conducted thereon by exposing, provided that the pooling of
the ownership of the land, rentals or rights. Specifically, but not by way	reunder may be assigned in who r royalties, however accomplishe of limitation of the foregoing	ole or in part and the provision ed, shall operate or be construct the lesses shall not be require	ns hereof shall extend to their heirs, succe ed so as to enlarge or increase the obliga	tions or burdens of the lessee, or dimini
d land or the right to receive rentals vs after lessee has been furnished will	or royalties hereunder, or any th written notice thereof toge	interest therein, however account that with the supporting information	or constructive knowledge of or notice to mplished, shall be binding on the lessee (the lessee, no change in the ownership except at lessee's option) until thirty (3
ablish the ownership of the claiming indirect assignee, grantee, devisee, as	party. All advance payments of	of rentals made hereunder with	in thirty (30) days after receipt of said	roceedings necessary in lessee's opinion documents shall be binding on any dire
ault in the rental payment by one shall	not affect the rights of the oth	her leasehold owners.	owners (including sublessees) ratably acc	ording to the surface area of each, as
condition precedent to any action by sor, lessee shall not be deemed in defa	lessor for any cause. If, within	in sixty (60) days after the re-	o) days without lessee meeting or commen ceipt of such notice lessee shall meet or er interest is stated above), the rentals a	cing to meet the alleged breaches shall t commence to meet the breaches alleged t
d in that event on the next succeeding reof, the rental shall be increased to	rental anniversary after lessor	shall have notified lessee of the	e occurrence of such reversion and shall h	ion of interest to lessor should occur, the ave furnished lessee with satisfactory pro-
interpretations thereof by such age mages for failure to comply with any o	r implied shall be subject to a encies or courts having jurisdic of the express or implied coven	all federal and state laws and ction), and this lease shall no	the orders, rules and regulations of all go t in any way be terminated wholly or p aused by any such laws, orders, rules or	artially nor shall the lessee be liable i
sstituted authority having or asserting completion thereof not being available tilable.	jurisdiction thereover, or if I from any cause, the primary	lessee should be unable during term of this lease shall contin	cas of the primary term hereof from drilling said period to drill a well hereunder di ue until six (6) months after said orde	g a well hereunder by the order of any dul ue to equipment necessary in the drillin r is suspended and/or said equipment
t any payment or payments made by t	the lessee to the owner of any	interest subject to this lease of	sors and the lessees. Should any one or r tanding any language herein to the contra hall be sufficient payment hereunder as to	
15. Lessor hereby warrants and agr	rees to defend the title to the	e land above described and agree	or inchaste rights of inheritance, if any, ess that the lesses shall have the right at a	any time to redeem for lessor, by payment
ressor nereby agrees that any such i	payments made by the lessee for	or the lessor may, at lessee's o	ption, be deducted from any amounts of m	gated to the rights of the holder thereof loney which may become due or payable t

Form 88 - (Producers)	Samples of P	(h) Kennata Sa	ANSAS BLUS PRINT C
Δ.	GAS LEASE	C222	er na sident to his "State only and "Me of
Charles E. Lohman and Helen E. Lohman		wife	19 betwee
Tonganoxie, Kansas			
(Post Office Address) Corporation Lessee*	whether one or more), and	***************************************	lesources
1. Lessor, in consideration of Four hundred and no	100 Dellara (8.40	0.00	I is hand noted received of white
and things therein to produce over their and air into subsurface strata, laxing pip	" in- storing cel, building to	Anka, twier stations to	mind their respective white products
products and other products manufactured therefrom, and housing and otherwise car	and transport said oil, figuresing for its employees, the full Worth County.	d hadromathors games offereing described land	and their respective constituent. Lucether with any reversional
	oren gounes,		Kansas, 10-wit
West 1/2 of SE1/2			
in bertion 10 Toronto 10 South Range 21 Ea	^ +	0/	
2. Subject to the other named	,		acres, more or less, and all
dend to period.	it primiteta, or any of them.	m produced from a	s date (called "primary term").
3. The regulation to be paid by lessee are: in) on oil, and other liquid said land, same to be delivered free of cost at the welle or in the credit of lesses caninghout gas and all gaseous substances, produced from said land and said or up of the amount of the gas or only of the amount of the gas or only	hydrocarbone saved at the r in the pipe line to which wed off the premises or in i	well, enoughth of the wells may be er	that produced and saved from movered, this on gas including
wells on the above lend over sale; and ice at any time, either before or after	r the expiration of the pri	mary term of the	the transfer of their state of the
The firelly a sum must be seen may pay or tender annually at the end of each	year)) perual during which	TOTA PAR WELL OF CAR	me at the become the transferred
payme described gas regard may be paid or tendered in the same	manner as prunided hereu	for the payment of	tender of delay rentals.
4. If operations describing are not confinenced on and land or second- terminate as to both parties, unless on so before one old proc dome the date to be	mail on an andre to the	fore one (1) year f	rom this date, this leads shall
e-pented ad Austria. (Marchaella de Marchaella Constantina de Cons			
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			ر المراجعة المراجعة المراجعة المراجعة الم المراجعة المراجعة ا
the parameters became a containing to the second of the se			
bunkatten in house granted the right to period execution the least of			
the distribution of the control of t			・ ・ ・ ・ ・ ・ ・ ・ ・ ・ ・ ・ ・ ・
the tank described as the same about the should be described as the same th			The state of the s
6. If, prior to the discovery of all, liquid hydrocarbons, gas no their respectives of the discovery of all, liquid hydrocarbons, gas no their respectives of the discovery of t	tive constituent products, or	say of them, on any	
them, the production thereof should comes from any cause, this lease shall not terms	i oil, imuid Rydrocarbons, ga inate if leaser commences re-	working or additional	constituent products, or any of delling operators within
hole was drilled, or till in the case of committee of production, commences or resume reworking on or before the rental paying date next ensuing after the entiration of	twelve (12) months after the s the payment or tender a three (1) months from the	expiration of the rest	at period during which north dry
processed twistles on the same or different sales are reworking of any well therson, if	his lease shall remain in fo	ten an post as quille	and experience of the second property and the second p
I. Leaves shall have from you of all one and make from the last	nem, is produced from said if	and an inches	-
have the right at any time during or after the expiration of this lease to remove	all property and fixtures p	properties after security	ing any an nord, became shall idiand, the transfer the rune, be
pensent. Lessor shall have the privilege, at his risk and expense, of using gas from thereon, and of supplies on a second fee appending hospitalists.	any gas well on said land f	or stoves and inside	septs in the principal Smelling
8. The rights of either party herounder may be assigned in whole or in part successors, and assigns, but no change or division in ownership of the land, rent or diminish the rights of lones. No such change or division in the consensity of the contraction of th	IN OF TOYBITIES, ROWSTER SA	remplished, shall uper	tale to entarge the obligations.
such person acquiring any interest has furnished lesses with the instrument or in- original lesser. In the event of an assignment of this lesse as to a segregated po-	itruments, or certified coper rtive of said land, the restal	i shaii he sinding upo is thereof, constitution is payable herounder i	or increase for any programm upost is had release that they from the street and the second transfer as had reconstructed to be second t
the several learnhold surners ratably according to the surface area of each, and dewares beyonder. An assignment of this lease, in whole or in part, shall, to the hereunder, and, if lease or assignment of part or parts hereunder if fail or make because or assignment of part or parts hereunded if fail or make eleases or assignment or fail to comply with any other prevision of the lease, such d which leases or any assignses thereof shall make payment of said rentais.	rfault in routal payment by ratent of such assignment fault in the payment of th	r one chall not affer L. Ivilese and discha I proportionale part	biomeganes wastin in white war in monators in a see to more wast war done notes out the state of the
which issues or any assignse thereof shift make payment of said rentais. 2. Lenses shall not be liable for delays or defaults in its need/armane of any	efault shall not affect this is	same in an far as it ex	mere a part of said lands spin
2. Louses shall not be liable for delays or defaults in its performance of an majoure" as employed herein shall mean! any act of (lod including but not limited wars, blockades, insurrections or riots; strikes or lockeets; opdemics or quarantis guerraments or governments officers or agents under culor of authority; frught.	to storms, (loods, washouts, o regulations; laws, acts, or	landelides, and lights der or requests of fe-	we majoure. The term "force ind a serie of the prehite enemy; bers, state majorities or other
product, labor, service, or material, if lessee is required, ordered or directed by	any federal, state or munici	ipal law, executive on	y or orders in contract of day
Tule, regulation, request or force majoure is terminated and for a period of nine	ty 1901 days after such term	nination much and eve	I such time as such her, under, or provider, the bear that
during the primary term, the time thereof shall be added to such term. If leases shall be in the drilling themself ned being awaitship on account of any course the primary term, and equipment in a validable, but the beases shall pay delay rentals herein provided during	be unable during east period	to drill a well become until six months after	celd reter to equipment necessary
10. Lesser hereby warrants and agrees to defend the title to said land, an	d agrees that lessee, at its	option, may discharge	s any tax, mortgage, or other
hereunder toward satisfying same. In case said issuer owns a less interest in the ab- the regulates, including substitute gas repulty, and rentals herein provided for shall be and undivided for hereeness and march march and a set of the second sec	ve described land than the is paid the said lessor only is	re same and apply o entire and undivided : a the proportion that	rentals and royalties accoung fee simple entate therein, then his interest bears to the whole
actuited title to cover the interest as acquired, and insect agrees to noily issue in property, whether it be by reversions or affer-acquired title, out such additional act to cover the interest as accurred. Should any one or more of the parties named above party or pacties ancesuling the same	unition occurs after the i	acquisition of any re of any additional in- tun be obtained, then	recruipment interest or aften- terest in the above described the royalty shall be increased
11. If the leased premises shall hereafter be owned in severalty or in separal long, and all regative accrusing hereunder shall be treated as an entirety and shall acruse owned by each such separate owner bears to the entire leased acruses. There into which the land covered by this lease may be hereafter divided by sale, devise, or	of harming on the francish and ind	bart of the shude to	utions mails on manufacts fracts
12. Leases and leases's successors and assigns shall have the right at any it basigns by delivering or mailing a release thereof to the leases, or by placing a re-lease shall be released from all obligations, capressed or implied, of this strange under shall be reduced from all obligations, capressed or implied, of this strange under shall be reduced in the proportion that the acronge severed hereby is reduced.			
under shall be reduced in the preportion that the acronge severed hereby is reduced	at no to the acreme so our	rendered, and theres	fler the remain payable here-
IN WITNESS WHEREOF, we sign the day and year first above written.	11. V	a Pl	/
p o m mon	Courles	1 Chimin	22222
X Carl 111. 111. Kills	- 10. T : E	Bongan	
Carl M. Welch, President	N THIE W/ G	1010000	Facilities

300 629 ms 441

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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:

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

The name of the mortgagee is:

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

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

nore or less, located in the West Half (Wh) of the Northeast Quarter (NEh) of Section Twenty-Six (26), Township Eight (8) South, Range Six (6) East of the 6th P.M., in Riley County, Kane lescribed as follows: Beginning at the Northwest Corner of the said West Half (Wh) of the Swortheast Quarter (NEh) of said Section 26, thence East along the North line of said Northeast Quarter (NEh) of said Section 26 a distance of 660 feet, thence West 660 feet, and Northeast Quarter (NEh) 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 (NEh) of said Section 26, thence North 660 feet along the West line of said Northeast Quarter (NEh) of said Section 26, thence North 660 feet along the West line of said Northeast Quarter (NEh) 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 sarty specifically reserves for herself, her heirs and assigns.

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

The volume and page the mortgage is recorded in is: Volume 373 Page 269 of the records of the Register of Deeds for _County, Kansas.

_, 19<u>88</u>. Dated this 28th day of October

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

· | 3.3. By_ 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

, 19<u>88</u>,

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 State of Kansas / State of Kansas /9/ Public

My appointment expires: May 6, 1991

544 . 232

UNITED STATES DEPARTMENT OF ACTIONATURE FACE FOR PART ADMINISTRATION

THEN OF PARTIAL TELFASE

KNOW ALL MEN BY THESE PRESENTS, THAT	
Administration (hereinafter called the Covernment), is the owner and hold mortrage(s), dated 26th Feb., 1980, executed by Frederick A. Kopp (hereinafter called the mortragor), and recorded in 1 Brown County, Wansas, in Peer 302 at Page 448.	and Rosemary Kopp
WIEDEAS, the empers of the land covered by said mortrage desire that thereof, hereinafter described, and have asked that said mortgage be retract. NOW THE EFORE, the Covernment, in consideration of the sum of ONE DOLLAR ONE DOLLAR and other valuable consideration, the receipt whereof is hereby acknowled the EMBE, RELEASE AND CUITCLAIM unto the mortgages that part of the internal of the sum	1.00 p
by said mortgage(s) lying, being and situate in the County of Brown State of Panses, described as follows, to-wit:	· ·
see attached legal description	
TO MAVE ADD TO MOUR the same with all the appurtenances theret clear and discharged from the lien and encumbrance of said mortgage(s). This deed of partial release is given on the empress terms and condition may affect the lien of the above-mentioned mortgage(s) on the remaining therein, but shall be construed only as a release from the lien of said mortgage.	ns that it shall in or land described
above described. E TEMPOR WIEDECE, the Coverns on the caused this instrument to dily authorized officer pursuant to the authority of 7 CFF 1800.11 and 1 this 7th day of February 10 85.	o be signed by its 800.21 - 1800.25
א אם משבע הג'ים ואוויה. אין	r:FiliCA
DONALD C. MAD Farmers ome Administr. C. Repartment of Administration	ISON, County Supervisor
ACTACHIANCE DIN	
CCLUTY OF Nemaha	
Con this 7th day of February , 19 85, before me per Donald C. Madison . From Administration, State of Canada Control of of Canada Cana	instrument and instrument and as the free pot
A KOLAY FURUS - 222 d ALOM CLOPE COPPER TO LUCABETH V. ALTERNOTER Elizabeth V.	# J =
(COR. (1))	State of Mansas, Brown County, SS.
v complission expires 4-21 19 86 .	Filed for record at 3:25_0'clock_P_h and recorded in book 320_page 315= 316
	\$2_00 FEB 08 1985
	Name & Rumolak REGISTER OF DEEDS

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 8 89°54'02" W (assumed bearing) along the South line of said Southwest Quarter 660.00 leet; 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 PO'RT 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 \$70°31'08" W, a chord length of \$74.88 feet and arc length of \$75.45 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 \$0°01'16" E, parallel to the East line of said Southwest Quarter, 1280.00 feet to interesect the North right-of-way of US-36 and the TRUE POINT OF BEGINNING. Said tract containing 30.00 feeres more or less.

C/J-11005 ! /

REAL ESTATE MORTGAGE RELEASE (Full Release) 5503

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: 1.

> 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: 2.

> Columbia Savings Association fA (Exact name of mortgagee shown on recorded mortgage)

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

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.

Lot 14, in Block 24, in Simulatr's Addition to the City of Lawrence, in Douglas County, Kunsas.

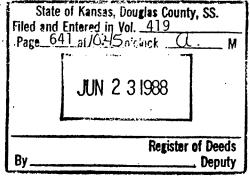
Lot 12, in Block 26, in University Place Annex, an Addition to the City of Lawrence, as shown by the recorded plot thereof, in Bouglas County, Kansas.

Lot 9, in Block 20, in Prairie Moadous No. 10, an Addition to the City of Laurence, as shown by the recorded plat thereot, in Bouglas 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 4. Volume 414 Page 1465 of the records of the Register of Deeds for County, Kansas. Douglas

February 16th day of Dated this



Columbia Savings Association FA

Ruchle

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 33: Douglas

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 and state aforesaid, came

Columbia Savings Association FA οf who is personally known to me to be the same person who executed the foregoing Real Estate Mortgage Release as Sr. V.P. the foregoing Real Estate Mortgage Release as of said corporation, and said Sr. V.P. dul duly acknowledged the execution of the same as the act of said Corporation.

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

Nótary Public

My appointment expires: (1-2)

BOOK 419 PAGE 641