

## B. J. Kadrmas, Inc.

<b>PROSPECT NAME:</b> Milo Leiss	<b>COUNTY:</b> Dunn, ND	<b>PREPARED BY:</b> MJT	<b>REVIEWED BY:</b> TMD
<b>PROPERTY DESCRIPTION:</b> <b>T143N-R96W, Sec. 26: E2</b> Containing 320.00 acres, more or less			
<b>PERIOD COVERED:</b> Patent through June 13, 2025 @ 4:30 P.M.			

### RUNSHEET

VIEW DOC	BOOK/ PAGE/ DOC.	INSTRUMENT DATED FILED	GRANTOR/ LESSOR	GRANTEE/ LESSEE	LEGAL DESCRIPTION	SPECIAL PROVISIONS/ LANDMAN COMMENTS
	2-342 Doc. 679	Homestead Certificate 4/26/1909 4/28/1909	United States of America	Henry Schultz	<u>T143N-R96W</u> Sec. 26: NE4	
	1-107 Doc. 1223	Patent 12/20/1909 1/14/1910	United States of America	Henry Schultz	<u>T143N-R96W</u> Sec. 26: NE4 Containing 160.00 acres, more or less	Patent No.: 97344 AoC: 4/24/1820 Reserves ditches/canals
	7-6 Doc. 4590	Warranty Deed 1/12/1912 3/12/1912	Henry Schultz and Gertrude Schultz, his wife	Charley Schultz	<u>T143N-R96W</u> Sec. 26: NE4	"... do by these presents grant, bargain, sell and convey... all that tract or parcel of land... described as follows, to-wit:"  No reservations
	5-419 Doc. 6051	Homestead Certificate 10/7/1912 10/31/1912	United States of America	Tena Helgeson, fka Tena Johnson	<u>T143N-R96W</u> Sec. 26: SE4	
	2M-556 Doc. 7781	Contract for Deed 4/3/1913 4/3/1913	Charley Schultz	Oscar Helgeson	<u>T143N-R96W</u> Sec. 26: NE4  AOL	No reservations
	3M-36 Doc. 8588	Cancellation of Contract for Deed 7/14/1913 7/15/1913	Oscar Helgeson	Charley Schultz	<u>T143N-R96W</u> Sec. 26: NE4  AOL	Annulled and cancelled Bk. 2M, Pg. 556
	3M-34 Doc. 8589	Contract for Deed 7/15/1913 7/15/1913	Charley Schultz	Oscar Helgeson	<u>T143N-R96W</u> Sec. 26: NE4	No reservations
	11-146 Doc. 16096	Warranty Deed 2/8/1916 2/8/1916	Charley Schultz	Oscar Helgeson	<u>T143N-R96W</u> Sec. 26: NE4	"... does by these presents grant, bargain, sell and convey... all that tract or parcel of land... described as follows, to-wit:"  No reservations

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	9M-203 Doc. 39114	Affidavit of Publication June, 1922 10/23/1922	T. Leroy Evans, owner of the Halliday Promoter	The Public	<u>T143N-R96W</u> Sec. 26: NE4	Foreclosure of Bk. 33, Pg. 512
	9M-204 Doc. 39115	Sheriff's Certificate 6/28/1922 10/23/1922	J. H. Brown, Sheriff of Dunn County	A. J. Wolf	<u>T143N-R96W</u> Sec. 26: NE4	Foreclosure of Bk. 33, Pg. 512
	9M-204 Doc. 39116	Register of Deeds Affidavit 10/23/1922 10/23/1922	C. Scott, Register of Deeds of Dunn County	The Public	<u>T143N-R96W</u> Sec. 26: NE4	Foreclosure of Bk. 33, Pg. 512
	16-340 Doc. 41504	Sheriff's Deed 6/29/1923 7/6/1923	J. H. Brown, as Sheriff of Dunn County	A. J. Wolf	<u>T143N-R96W</u> Sec. 26: NE4	"... doth grant, bargain, sell, convey and confirm... the following described piece or parcel of land... to-wit:"  No reservations  Mortgage in Bk. 33, Pg. 512 Sheriff Certificate at Bk. 9M, Pg. 204
	27-155 Doc. 59816	Patent 3/25/1913 3/1/1934	United States of America	Tena Helgeson, fka Tena Johnson	<u>T143N-R96W</u> Sec. 26: SE4 Containing 160.00 acres, more or less	Patent No.: 320980 AoC: 3/3/1909  Reserves ditches/canals Reserves <b>coal</b>
	19M-437 Doc. 65157	Sheriff's Certificate 10/7/1938 10/10/1938	Ray Watkins, as Sheriff of Dunn County	E. W. Miller	<u>T143N-R96W</u> Sec. 26: SE4	Foreclosure of Bk. 35, Pg. 55
	28-498 Doc. 66271	Sheriff's Deed 2/19/1940 2/19/1940	Ray Watkins, as Sheriff of Dunn County	E. W. Miller	<u>T143N-R96W</u> Sec. 26: SE4	"... doth grant, bargain, sell, convey and confirm... the following described piece or parcel of land... to-wit:"  No reservations  Mortgage in Bk. 35, Pg. 55 Sheriff Certificate at Bk. 19M, Pg. 437
	20M-322 Doc. 67133	Contract for Deed 3/1/1940 12/5/1940	E. W. Miller	Joe Leiss	<u>T143N-R96W</u> Sec. 26: SE4	No reservations
	30-139 Doc. 67694	Auditor's Tax Deed to County 10/2/1939 12/21/1940	The State of North Dakota, by Peter P. Judt, as County Auditor of Dunn County	Dunn County	<u>T143N-R96W</u> Sec. 26: NE4	"... does grant, bargain, sell and convey... the tract or parcel of land... described as follows, to-wit:"  No reservations  Nonpayment of taxes in 1930

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	25M-35 Doc. 71254	Contract for Deed 10/14/1942 12/8/1942	Dunn County, a public corporation	Joe Leiss	<u>T143N-R96W</u> Sec. 26: NE4	No reservations  Will be owed Tax Deed after paying off the taxes from 1943-1952
	32-358 Doc. 70970	Warranty Deed 11/21/1941 10/14/1942	E. W. Miller and Mabel C. Miller, husband and wife	Joe Leiss	<u>T143N-R96W</u> Sec. 26: SE4	"... do hereby grant, bargain, sell, and convey... all the tract or parcel of land... described as follows, to-wit:"  No reservations
	25M-38 Doc. 71301	Affidavit of Publication Sept, 1938 12/14/1942	L. H. Rosborough, foreman of the Killdeer Herald	The Public	<u>T143N-R96W</u> Sec. 26: SE4	Foreclosure of Bk. 35, Pg. 55
	35-512 Doc. 72681	Dunn County Deed 11/23/1943 12/14/1943	Dunn County	Joe Leiss	<u>T143N-R96W</u> Sec. 26: NE4	"... does hereby grant, bargain, sell and convey... that certain real property... described as follows, to-wit:"  No reservations
	26M-135 Doc. 75877	Judgement 6/26/1946 7/1/1946	Harvey J. Miller, Judge of the District Court, Sixth Judicial District	Joe Leiss	<u>T143N-R96W</u> Sec. 26: NE4, SE4	"It is ordered, adjudged and decreed that the Auditor's Tax Deed describing the following real estate conveyed title in fee simple..."  "That the Plaintiff is the owner in fee simple free from encumbrance of the real estate above described and that the defendants and each of them have no right, title, interest in or encumbrance upon the said real estate and are forever debarred from and foreclosed of ever asserting the same."
	26M-134 Doc. 75878	Judgement 6/26/1946 7/1/1946	Harvey J. Miller, Judge of the District Court, Sixth Judicial District	Joe Leiss	<u>T143N-R96W</u> Sec. 26: NE4, SE4	"It is ordered, adjudged and decreed that the Auditor's Tax Deed describing the following real estate conveyed title in fee simple..."  "That the Plaintiff is the owner in fee simple free of encumbrance of the real estate above described and that the defendants and each of them have no right, title, interest in or encumbrance upon the said real estate and are forever debarred from and foreclosed of ever asserting the same."
	39-421 Doc. 81750	Warranty Deed 10/28/1949 5/26/1951	Joe Leiss	Joe Leiss and Teresa Leiss, husband and wife, as joint tenants	<u>T143N-R96W</u> Sec. 26: E2	"... does by these presents grant, bargain, sell and convey... all those tracts or parcels of land... described as follows, to-wit:"  No reservations

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	109M-131 Doc. 123732	Contract for Deed 11/29/1973 1/23/1974	Joe Leiss and Teresa Leiss, husband and wife	Roger Leiss	<u>T143N-R96W</u> Sec. 26: E2	Reserves 1/2 of mineral interest
	83-345 Doc. 138081	Warranty Deed 6/4/1979 7/12/1979	Joe Leiss and Teresa Leiss, husband and wife	Roger Leiss	<u>T143N-R96W</u> Sec. 26: E2	"... do by these presents grant, bargain, sell and convey... all that tract or parcel of land... described as follows, to-wit:  "Excepting therefrom and reserving unto the said parties of the first part an undivided 1/2 interest in and to all oil, gas, uranium, clay, coal, gravel and other minerals on or in or that may be produced from the hereinbefore described premises of which the said parties of the first part are presently seized; it is the intention hereby to grant and convey to the party of the second part 1/2 of the minerals which the Sellers now own."
	90-77 Doc. 147288	Mineral Deed 9/14/1981 9/29/1981	Joe Leiss and Teresa Leiss, husband and wife	James Leiss	<u>T143N-R96W</u> Sec. 26: E2	"... do by these presents grant, bargain, sell and convey... an undivided 1/2 interest in and to all oil, gas, uranium, clay, coal, gravel and other minerals on or in or that may be produced from the following described premises... to-wit:"
	205M-319 Doc. 162912	Statement of Claim of Mineral Interest 7/1/1985 7/1/1985	James J. Leiss and Lillian Faye Leiss, as husband and wife	The Public	<u>T143N-R96W</u> Sec. 26: E2	claims mineral interest within the lands
	127-178 Doc. 3007798	Mineral Deed 1/20/2003 1/31/2003	James Leiss, aka James J. Leiss and Lillian F. Leiss, husband and wife	James J. Leiss, Lillian F. Leiss and Milo J. Leiss as joint tenants	<u>T143N-R96W</u> Sec. 26: E2	"... does hereby grant, bargain, sell, convey, transfer and deliver... an undivided all of our right, title and interest [sic] in and to all of the oil, gas, casinghead gas, casinghead gasoline, all liquid hydrocarbons, and other minerals... in and under and that may be produced from the following described lands... to- wit:"
	321M-31 Doc. 3015966	Oil and Gas Lease 12/15/2005 1/27/2006	James Leiss, aka James J. Leiss and Lillian F. Leiss, individually and as husband and wife; Milo J. Leiss, a single man	Empire Oil Company	<u>T143N-R96W</u> Sec. 26: E2 Containing 320.00 acres, more or less	Term: 5 years Royalty: 15%  120-day continuous drilling Paid Up

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	Doc. 3041566	Extension, Amendment & Ratification of Oil and Gas Lease  11/19/2009 2/19/2010	James Leiss, aka James J. Leiss; Lillian F. Leiss; Milo J. Leiss	Empire Oil Company	<u>T143N-R96W</u> Sec. 26: E2 Containing 320.00 acres, more or less	Extends the primary term of Bk. 321, Pg. 31 until 12/15/2015. Also amends the lease to have a 16% royalty instead of 15%
	Doc. 3061455	Death Certificate  8/16/2011 10/18/2012	North Dakota Department of Health	The Public	<u>T143N-R95W</u> Sec. 7: S2SE4  <u>T143N-R96W</u> Sec. 26: E2	Lillian Fay Leiss died on 8/2/2011
	Doc. 3065775	Mineral Deed  6/16/2010 5/23/2013	James J. Leiss and Lillian F. Leiss, husband and wife	<u>LIFE TENANTS</u> James J. Leiss and Lillian F. Leiss, husband and wife  <u>REMAINDERMEN</u> Milo James Leiss, a single person	<u>T143N-R95W</u> Sec. 7: S2SE4  <u>T143N-R96W</u> Sec. 26: E2	"... does hereby grant, bargain, sell, convey, transfer, assign and deliver... all the Grantor's interest in and to all of the oil, gas, coal, gravel, clay, sand, scoria, and all other minerals in and under that may be produced from the following described lands... to-wit:"  "Excepting and reserving unto Grantor(s) James and Lillian Leiss, a life estate interest in and to the above described minerals... during their lifetime, until the death of the remaining Grantor."
	Doc. 3066373	Personal Representative's Mineral Deed w/ Letters Testamentary  6/24/2013 6/25/2013  Letters Certified: 6/24/2013	Milo J. Leiss, Personal Representative of the Lillian F. Leiss Estate, Deceased	Milo J. Leiss	<u>T143N-R96W</u> Sec. 26: E2  <u>T143N-R95W</u> Sec. 6: Auditor's Lots 1, 2, and 5 of the Original Townsite of Manning Sec. 7: S2SE4  <u>T143N-R95W</u> Sec. 30: S2	"... does convey... all the right, title and interest and Estate of Lillian F. Leiss, deceased, at the time of her death, and also all the right, title and interest that the estate, by operation of law or otherwise may have acquired other than or in addition to that of the said decedent at the time of her death, in and to all minerals of every kind and nature, including but not limited to oil, gas and all other minerals in and under the following described real property... to-wit:"  "It is the intent herein to convey above full mineral acres..."

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	Doc. 3066374	Personal Representative's Mineral Deed w/ Letters Testamentary  6/24/2013 6/25/2013  Letters Certified: 6/24/2013	Milo J. Leiss, Personal Representative of the Estate of James J. Leiss Estate, deceased	Milo J. Leiss	<u>T143N-R96W</u> Sec. 26: E2  <u>T143N-R95W</u> Sec. 6: Auditor's Lots 1, 2, and 5 of the Original Townsite of Manning Sec. 7: S2SE4  <u>T143N-R95W</u> Sec. 30: S2	"... does convey... all the right, title and interest and Estate of James J. Leiss, deceased, at the time of his death, and also all the right, title and interest that the estate, by operation of law or otherwise may have acquired other than or in addition to that of the said decedent at the time of his death, in and to all minerals of every kind and nature, including but not limited to oil, gas and all other minerals in and under the following described real property... to-wit:  "It is the intent herein to convey above full mineral acres..."
	Doc. 3066394	Death Certificate  8/16/2011 6/25/2013	North Dakota Department of Health	The Public	<u>T143N-R96W</u> Sec. 26: E2  <u>T143N-R95W</u> Sec. 6: Auditor's Lots 1, 2, and 5 of the Original Townsite of Manning Sec. 7: S2SE4  <u>T143N-R95W</u> Sec. 30: S2	Lillian Fay Leiss died on 8/2/2011
	Doc. 3066395	Death Certificate  1/30/2013 6/25/2013	North Dakota Department of Health	The Public	<u>T143N-R96W</u> Sec. 26: E2  <u>T143N-R95W</u> Sec. 6: Auditor's Lots 1, 2, and 5 of the Original Townsite of Manning Sec. 7: S2SE4  <u>T143N-R95W</u> Sec. 30: S2	James J Leiss died on 1/26/2013
	Doc. 3066725	Statement of Claim of Mineral Interest  7/10/2013 7/12/2013	Milo J. Leiss	The Public	<u>T143N-R96W</u> Sec. 26: E2  <u>T143N-R95W</u> Sec. 6: Auditor's Lots 1, 2, and 5 of the Original Townsite of Manning Sec. 7: S2SE4  <u>T143N-R95W</u> Sec. 30: S2	Claims an interest in the minerals underneath the property

Last Document on Index: Doc. 3104842