

MID-CONTINENT ENERGY EXCHANGE

Oil & Gas Asset Auctions



Lot 6312 Data Package
Sec 34-13N-3E

Open Minerals in
Shelby County, IL

In this Document:

[Summary](#)

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[Outgoing Conveyance](#)



Summary

BidEx Lot #6312

Lease Name:	Shelby, IL Open Minerals
County/State:	Shelby, IL
Asset Type:	Open Minerals
Legal Description:	SW/4 Sec 34-13N-3E
Acres:	40 NMA; 160 Gross Acres

Disclaimer: Bidders must conduct their own due diligence prior to bidding at the auction. Bidders shall rely upon their own evaluations of the properties and not upon any representation either oral or written provided here. This is a summary of information provided by the seller to Mid-Continent Energy Exchange.



Misc. Info



AFTER RECORDING PLEASE RETURN TO
RESERVE OIL & GAS CO.
ATTN: H. F. GREEN
64 PINE STREET
SAN FRANCISCO, CALIF.

INS-Asm 395-

State of Nebraska, Kimbrell County, ss. Filed for record
on the 16 day of Sept, 1963, at 9 A.M.
Book 77 Page 395-543
H. F. Green County Clerk

Conveyance and Assignment

OF NON-PRODUCTION PAYMENT PROPERTIES

from

PRODUCING PROPERTIES, INC.

to

RESERVE OIL AND GAS COMPANY

See page 356

Dated September 10, 1963

Effective September 1, 1963

United States Internal Revenue documentary stamps required by law in connection with the delivery of the above document were duly affixed to an original counterpart hereof and duly cancelled as required by law, said original counterpart being in the possession of Reserve Oil and Gas Company.

WARLICK PRESS, INC.—2263 VALDINA STREET—DALLAS—ME 1-2190

SEE MC 25,534 FOR THIS
COMPLETE DOCUMENT.

SHELBY COUNTY, ILLINOIS

R. F. Rawlings Royalty (#2440).

An undivided $\frac{1}{4}$ interest in and to all of the oil, gas and other minerals in and under and that may be produced from 160 acres of land more or less, described as SW/4 Section 34, T13N, R3E, Shelby County, Illinois, subject to any valid oil and gas lease of record.

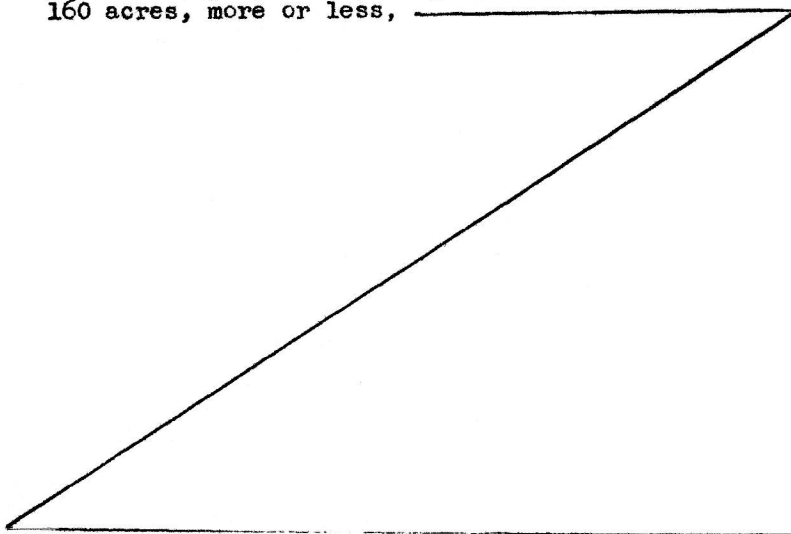
MINERAL DEED

KNOW ALL MEN BY THESE PRESENTS:

That the Tuesday Oil Company, a Delaware corporation, hereinafter called "GRANTOR", in pursuance of dissolution and liquidation proceedings, does hereby grant, bargain, sell, convey, transfer, assign and deliver unto Rock Hill Oil Company, a Delaware corporation, hereinafter called "GRANTEE", all of the following interests in and to all of the oil, gas, casinghead gas and minerals in the lands described below in Shelby County, Illinois in the respective fractional amounts mentioned with each tract, it being the intention of the Tuesday Oil Company to convey all of its rights, title and interest in and to the oil, gas, casinghead gas and minerals in and under the said tracts and all rights incident thereto:

An undivided one-fourth (1/4) interest in the following described land:

The Southwest Quarter (SW 1/4) of Section 34, Township 13 North, Range 3 East, containing 160 acres, more or less, _____



together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas, casinghead gas and minerals, and storing, handling, transporting and marketing the same therefrom with the right to remove from said land all of Grantee's property and improvements.

This sale is made subject to any rights now existing to any lessees or assigns under any valid and subsisting oil and gas leases of record heretofore executed; it being understood and agreed that said Grantee shall have, receive and enjoy the herein granted undivided interest in and to all bonuses, rents, royalties and other benefits which may accrue under the terms of said leases insofar as they cover the above described land from and after the date hereof, precisely as if the Grantee herein had been at the date of the making of said leases the owner of a similar undivided interest in and to the lands described and Grantee one of the lessors therein.

Grantor agrees to execute such further assurances as may be requisite for the full and complete enjoyment of the rights herein granted and likewise agrees that Grantee herein shall have the right at any time to redeem for said Grantor by payment, any mortgage, taxes, or other liens on the above described land, upon default in payment by Grantor, and be subrogated to the rights of the holder thereof.

TO HAVE AND TO HOLD, the above described property and easements with all and singular the rights, privileges, and appurtenances thereunto or in any wise belonging to the said Grantee herein its successors and assigns forever.

This assignment is pursuant to and in accordance with resolutions of the directors and stockholders of the Tuesday Oil Company for the purpose of dissolution and liquidation of said Company and transferring its assets to the Rock Hill Oil Company, and is effective as of November 1, 1947, at 7 A. M.

- 3 -

And the undersigned Grantor, for itself and its successors and assigns hereby waive and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way effect the purpose for which this instrument is made, as recited herein.

EXECUTED this 1st day of November, 1947.

TUESDAY OIL COMPANY

By  President

ATTEST:


Secretary

STATE OF MISSOURI)
) SS
CITY OF ST. LOUIS)

I, , Notary Public, do hereby certify that J. S. Lehmann and J. V. Janes, personally known to me to be the same persons whose names are, respectively as President and Secretary of the TUESDAY OIL COMPANY, a corporation of the State of Delaware, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the corporate seal, and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 1st day of November, 1947.


Notary Public

My commission expires February 22, 1948.

16530

1885

State of Illinois } ss.
Shelby County

This instrument was filed for record

on the 14 day of May
A.D. 1948 at 8⁰⁰ o'clock P.M. and
recorded in book 328 of

page 86

W. Frank White

Recorder

MINERAL DEED

KNOW ALL MEN BY THESE PRESENTS, That John C. Powell
and Lenore Powell, his wife,

of Mattoon, Illinois, hereinafter
called Grantor, (whether one or more) for and in consideration
of the sum of One and no/100 DOLLARS (\$1.00) cash in hand paid
and other good and valuable considerations, the receipt of which
is hereby acknowledged, do hereby grant, bargain, sell, convey,
transfer, assign and deliver unto TUESDAY OIL COMPANY, a corpora-
tion organized and existing under the laws of the State of
Delaware, hereinafter called Grantee (whether one or more) an
undivided One-Fourth (1/4) interest in and to all of the oil,
gas and other minerals in and under and that may be produced from
the following described lands situated in Shelby County, State of
Illinois, to-wit:

The Southwest Quarter (SW $\frac{1}{4}$) of Section 34,
Township 13 North, Range 3 East,

containing 160 acres, more or less, together with the right to in-
gress and egress at all times for the purpose of mining, drilling,
exploring, operating and developing said lands for oil, gas, and
other minerals, and storing, handling, transporting and marketing
the same therefrom with the rights to remove from said land all
of Grantee's property and improvements.

This sale is made subject to any rights now existing
to any lessee or assigns under any valid and subsisting oil and
gas lease of record heretofore executed; it being understood and
agreed that said Grantee shall have, receive, and enjoy the here-
in granted undivided interest in and to all bonuses, rents, roy-
alties and other benefits which may accrue under the terms of

said lease insofar as it covers the above described land from and after the date hereof, precisely as if the Grantee herein had been at the date of the making of said lease the owner of a similar undivided interest in and to the lands described and Grantee one of the lessors therein.

Grantor agrees to execute such further assurances as may be requisite for the full and complete enjoyment of the rights herein granted and likewise agrees that Grantee herein shall have the right at any time to redeem for said Grantor by payment, any mortgage, taxes, or other liens on the above described land, upon default in payment by Grantor, and be subrogated to the rights of the holder thereof.

TO HAVE AND TO HOLD The above described property and easement with all and singular the rights, privileges, and appurtenances thereunto or any wise belonging to the said Grantee herein its successors and assigns forever, and Grantor do hereby warrant said title to Grantee, its successors and assigns forever and do hereby agree to defend all and singular the said property unto said Grantee herein its successors and assigns against every person whomsoever claiming or to claim the same or any part thereof.

And the undersigned grantors, for themselves and their heirs, successors, and assigns hereby waive and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way effect the

the purpose for which this instrument is made, as recited herein.

WITNESS our hand this 14 day of September,

19 40.

Witnesses:

[Signature] [Redacted] (SEAL)
[Signature] [Redacted] (SEAL)

STATE OF Illinois }
COUNTY OF Calhoun } SS.

I, L. L. Clark, a Notary Public,
in and for said County, in the State aforesaid, do hereby certify
that JOHN C. POWELL and LEONORE POWELL, his wife,

personally known to me to be the same persons whose names are
subscribed to the foregoing instrument, appeared before me this
day in person, and acknowledged that they signed, sealed and
delivered the said instrument as their free and voluntary act
for the uses and purposes therein set forth, including the re-
lease and waiver of the right of homestead and dower.

Given under my hand and Seal, this 14 day of
September, 1940.

My commission expires

September 8, 1943

[Redacted]
Notary Public.

* * * * *

MINERAL DEED

* * * * *

*From: John C. Powell and Lenore
Powell, his wife,

*To: Tuesday Oil Company

* * * * *

State of Illinois }
Shelby County }

This instrument was filed for record
on the 18 day of Sept
A.D. 1940 at 8 o'clock A.M. and
the same was Booked 781 and Indexed 318

310
A. E. Darrith
November

SHELBY COUNTY, ILLINOIS
NO. 04-2576
FILED July 2, 2004
AT 10:25 Am
RECORDER



\$ 1.00 Paid for State Real
Estate Transfer Tax
\$ 0.50 Paid for County Real
Estate Transfer Tax

Date 7-2-04 KA2

MINERAL DEED

STATE OF ILLINOIS }
 }
COUNTY OF SHELBY }

THIS AGREEMENT, entered into this 4th day of June, 2004, by and between
CHEVRON U.S.A. INC., a Pennsylvania corporation, whose mailing address is 1111 Bagby,
Houston, Texas 77002 (hereinafter referred to as "Grantor") and
[REDACTED], whose mailing address
[REDACTED] (hereinafter referred to
as "Grantee"),

DOES WITNESS THAT:

In consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and of the performance by Grantee of the covenants, agreements, obligations and conditions hereinafter contained, to be kept and performed by Grantee, it is agreed between the parties as follows, to-wit:

1. **Conveyance.** Grantor does hereby grant, bargain, sell, convey and quitclaim to Grantee, without warranty express or implied, all of Grantor's right, title and interest in the oil, gas and other minerals (including but not limited to royalties, overriding royalties, working interests, reversionary interests, or any contractual obligations or interests created pursuant to any Joint Operating Agreement/s) in, under or that may be produced and saved from the property(ies) listed on Exhibit "A" attached hereto and made a part hereof, insofar and only insofar as limited herein (hereinafter referred to as the "Property"), and subject to all of the covenants and conditions hereof and the additional provisions, if any, contained in said Exhibit "A".
2. **No Warranty or Representation by Grantor.** This conveyance is made on an "AS IS, WHERE IS" basis and "WITH ALL FAULTS", and WITHOUT WARRANTIES WHATSOEVER WITH RESPECT TO ANY INTEREST HEREIN TRANSFERRED, EITHER EXPRESS OR IMPLIED, it being expressly agreed by

Grantor and Grantee that GRANTOR MAKES NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ORIGIN, QUANTITY, QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, SAFETY OF EQUIPMENT, COMPLIANCE WITH GOVERNMENTAL REGULATIONS, TITLE TO PERSONAL PROPERTY, TITLE TO REAL PROPERTY, THE QUANTITY, VALUE OR EXISTENCE OF RESERVES OF OIL, GAS OR OTHER MINERALS PRODUCIBLE OR RECOVERABLE FROM THE PROPERTY, OR OF TITLE TO OR CONDITION OF THE PROPERTY. All descriptions set forth herein and all information heretofore or hereafter furnished Grantee by Grantor concerning the Property have been and shall be furnished solely for Grantee's convenience and have not constituted and shall not constitute a representation or warranty of any kind by Grantor, and any reliance thereupon by Grantee shall be at Grantee's sole risk and liability. Grantee understands and acknowledges that (i) the Property is or may have been used for the production, storage and transportation of oil and/or gas, including, without limitation, the handling and the storage of naturally occurring radioactive material (NORM); (ii) the Property may contain an abandoned oil well and other oilfield equipment, including abandoned well casing, storage facilities, pipelines, and buried pipe; (iii) the condition and whereabouts of such equipment is unknown and all of which equipment has not been excepted and excluded from this conveyance; and (iv) Grantee must comply with all laws and regulations affecting its planned activities on the Property.

3. **Grantee's Indemnity of Grantor.** Grantee agrees to protect, defend, indemnify and hold Grantor harmless from and against any and all liability (including, but not limited to, liability for environmental contamination or damage under CERCLA, RCRA, CWA, CAA and all other federal, state and local environmental laws and regulations, as well as all acts, laws and regulations amendatory or supplementary thereto), loss, damage, injury, claims, demands and causes of action therefor asserted or filed after the effective date hereof in any way relating to the Property and the contracts and agreements appertaining thereto, **REGARDLESS OF THE SOLE, JOINT OR CONCURRENT NEGLIGENCE, STRICT LIABILITY, REGULATORY LIABILITY, STATUTORY LIABILITY, OR OTHER FAULT OR RESPONSIBILITY OF GRANTOR OR ANY OTHER PERSON OR PARTY.** Grantee shall observe and comply with all covenants, terms, and provisions, express or implied, contained in the agreements, leases, easements and all other contracts appertaining to Grantor's interest in the Property and this Deed is made expressly subject to all such agreements, leases, easements, contracts and other matters.
4. **Taxes.** Any taxes, including but not limited to ad valorem, property, and severance taxes, that may be payable on the Property shall be prorated between Grantor and Grantee as of the effective date hereof, with Grantor responsible for all such taxes accruing prior thereto, and Grantee responsible for all such taxes accruing thereafter. Grantor shall reimburse Grantee for Grantor's share of ad valorem taxes which are due on oil or gas produced prior to the effective date hereof, but not payable until after the effective date hereof. Grantee shall be responsible for all sales, use and similar taxes arising out of the transfer of the Property.

This conveyance shall be binding on the parties and their successors and assigns. Grantee's indemnity obligation under Paragraph 3 is a covenant running with the Property conveyed hereunder, and shall be binding upon Grantee and all subsequent grantees of the Property or any interest therein.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever.

EXECUTED the day and year first above written, but effective as of the 1st day of July, 2004.

GRANTOR:

CHEVRON U.S.A. INC.

By: [REDACTED]

Name / Title:

Larry C. LaFleur, Assistant Secretary

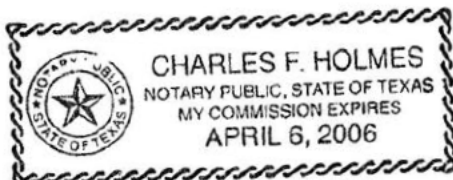
GRANTEE:



THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me this 4th day of June, 2004, by Larry C. LaFleur, Assistant Secretary for CHEVRON U.S.A. INC., a Pennsylvania corporation, on behalf of said corporation.



[REDACTED]
Notary Public in and for the State of Texas

Corporate Acknowledgment

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 20____,
_____, the _____ of
_____, a _____ corporation, on behalf of said
corporation.

My Commission Expires: _____

Notary Public

Attorney-in-Fact Acknowledgement

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 20____,
by _____,
Attorney-in-Fact for _____, on behalf of said
individual/corporation.

My Commission Expires: _____

Notary Public

Partnership Acknowledgement

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 20____,
by _____,
partner, on behalf of _____, a partnership.

My Commission Expires: _____

Notary Public

Individual Acknowledgement

STATE OF Texas §
COUNTY OF Smith §

This instrument was acknowledged before me on this 23rd day of June, 2004,
by _____, in the capacity expressed herein.

My Commission Expires: _____

Notary Public



1225710

Exhibit "A"

Attached to and made a part of that certain Mineral Deed dated effective July 1, 2004, by and between Chevron U.S.A. Inc., Grantor, and [REDACTED] Grantee

<u>LIS No or TEPI #</u>	<u>Grantor</u>	<u>Grantee</u>	<u>Date</u>	<u>Recording</u>	<u>Legal Description</u>
080428	Tuesday Oil Company	Rock Hill Oil Company	11/1/1947	Book 328, Page 86	160 acres of land, more or less, being the SW/4 of Section 34, T13N- R3E, Shelby County, Illinois.

Exhibit Prepared by
James L. Gunderson
c/o ChevronTexaco
11111 S. Wilcrest, #N-2110
Houston, TX 77099

04-2576



Conveyance Document

Please note the following draft deed/assignment has been prepared by the seller in advance of sale. The successful buyer agrees to accept title to the lots pursuant to said deeds or assignments. Seller shall not be obligated or required to modify or change said deeds or assignments unless a correction is required to properly convey the interests being sold.

MINERAL DEED

STATE OF ILLINOIS

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS:

That [REDACTED], whose address is [REDACTED] (hereinafter referred to as "Grantor") for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby GRANTS, SELLS, CONVEYS and ASSIGNS unto

_____,
whose address is:

_____,
(hereinafter referred to as "Grantee"), all of Grantor's right, title and interests in and to the oil, gas, and mineral interests, royalty interests and other interests in and to those certain lands ("Lands") described below and located in Shelby County, Illinois:

160 acres of land, more or less, being the SW/4 of Section 34, T13N-R3E, Shelby County, Illinois, Except prior reservations of record. And being the same lands as described in certain Mineral Deed from Tuesday Oil Company, as Grantor, to Rock Hill Oil Company, as Grantee, dated November 1, 1947, as recorded in Book 328, Page 86 of the Shelby County Recorder. TEPI # 080428.

LIMITED HOWEVER to such oil, gas, mineral interests, royalty interests, overriding royalty interests, and other interests in the Lands acquired by Grantor by the following instruments, to wit:

that certain Mineral Deed dated effective July 1, 2004, from Chevron, U.S.A. INC. to [REDACTED], as recorded on July 2, 2004, as Document No. 04-2576, in the records of the Shelby County Recorder.

This conveyance is made subject to all prior conveyances of mineral, royalty or wellbore interests of record, if any, and further subject to any rights now existing to any lease or assigns

Lot 6312

under any valid and subsisting oil, gas and mineral lease(s) of record heretofore executed; it being understood and agreed that said Grantee shall have, receive and enjoy the herein-granted undivided interests in and to all royalties and other benefits which may accrue under the terms of said lease(s) insofar as the lease(s) covers the above described interests from and after the Effective Date hereof.

Grantor agrees to execute such further assurances as may be necessary or requisite for the full and complete enjoyment of the rights herein granted. Grantor and Grantee agree to execute any Acts of Correction that may be necessary in the event the interests intended to be conveyed are not properly described.

TO HAVE AND TO HOLD the above-described interests and all other rights herein granted, all and singular, the rights and appurtenances thereto belonging or appertaining. The terms, covenants and conditions contained in this Mineral Deed shall be binding upon and inure to the benefit of the parties and their successors and assigns.

This conveyance is made on an "AS IS, WHERE IS" basis and "WITH ALL FAULTS", and WITHOUT WARRANTIES WHATSOEVER WITH RESPECT TO ANY INTEREST HEREIN TRANSFERRED, EITHER EXPRESS OR IMPLIED.

EXECUTED THIS _____ day of _____, 2025, but **EFFECTIVE** as August 1, 2025.

GRANTOR: _____
[REDACTED]
[REDACTED]

STATE OF TEXAS
COUNTY OF SMITH

This instrument was acknowledged before me on _____, 2025 by [REDACTED]
[REDACTED], known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Signature of Notary

(Notary Seal)

Name of Notary

Future Tax Bills should be sent to:

Prepared by:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]