

VVV

G. W. Smith
Comfort Smith
To/Mineral Deed
Kirby S. Woolery

The State of Mississippi
County of Madison

Filed for record the 11th, day Mar.
1929, at 8 O'clock, A. M., and
Recorded the 27th, day April 1929.

W. E. Jones, Chancery Clerk,
By Ed. G. Sutherland, D.C.

) Know all men by these presents:
That G. W. Smith and his wife, Comfort Smith (P.O. address,
Madison Station, Miss.) of Madison County, State of Mississippi, hereinafter called
Grantor (whether one or more), for and in consideration of the sum of Eighty and No/100
Dollars (\$80.00) cash in hand paid by Kirby S. Woolery, a single man of Dallas, Texas,
P. O. Address Box 1667 hereinafter called Grantee (whether one or more), the receipt of
which is hereby acknowledged, have granted, bargained, sold, conveyed, transferred, as-
singed, set over and delivered, and by these presents do grant, bargain, sell, convey,
transfer, assign, set over and deliver unto the said Grantee, the following described
property, rights, and interests, to-wit: Undivided one-half ($\frac{1}{2}$) of all the oil and gas
and gas rights and other minerals and mineral rights in and under and that may be pro-
duced from the following described land, situated in the County of Madison and State of
Mississippi, to-wit:

The West half ($W\frac{1}{2}$) of Northeast quarter (NE $\frac{1}{4}$) of Section
Eighteen (18), Twp. 7N., Range Two (2) East, containing 80 acres, more or less----->
together with the right to the Grantee his heirs, executors, administrators and assigns,
of ingress and egress and the right at all times to enter upon, explore, develop, oper-
ate and occupy said lands for the production of oil, gas and other minerals or either
of them, and for the storing, handling, transporing and marketing of the same, and all
other rights and privileges necessary and incident to or convenient for the economical
operation of said land for the production of said minerals, and with the right of re-
moving at any time any and all property and imprevements placed or erected on the pre-
mises by the Grantee or his assigns, including the right to pull and remove all casing.

Said land being now under an oil and gas lease executed in fav-
or of Gulf Refining Company, of La. it is understood and agreed that this grant is made
subject to the terms of said lease, but covers and includes one-half ($\frac{1}{2}$) of all the oil
royalty and gas rentals or royalty and royalty on other minerals due and to be paid by
the lessee or his assigns under the terms of said lease from all mines and wells, drill-
ed or to be drilled on the land hereinabove described under the terms of said lease as
though such lease covered said tract hereinabove described and no other.

It is understood and agreed that one-half ($\frac{1}{2}$) the money rentals
which may be due or paid from time to time to extend the term within which a well or wells
may be drilled on the above described land under the terms of said lease is to be paid
to and is hereby assinged to Grantee, and in the event that the above described lease
for any reason becomes cancelled, forfeited or inoperative in so far as it covers the
land hereinabove described, then and in that event one-half ($\frac{1}{2}$) of the lease interests,
bonuses and all future rentals in said land hereinabove described for oil, gas and other
mineral privileges shall be owned by said grantees, he owning one-half ($\frac{1}{2}$) of all oil and
other minerals and mineral rights in and under said land hereinabove described, together
with one-half ($\frac{1}{2}$) interest in all future rents therein.

It is expressly understood that if the oil and gas lease now
encumbering said land should cover other lands in addition to that hereinabove described
grantee shall be entitled to a proportion that
the acreage hereinabove described bears to the total leased acreage, but the royalties
and mineral rights of grantee under this deed are confined solely to the tract of land
hereinabove first described as though such lease covered said tract hereinabove described
and no other.

Grantor further agrees that Grantee his heirs, executors, ad-
ministrators and assigns shall have the right at any time to redeem for grantor or heirs,
executors, administrators and assigns by payment, any deed of trust, taxes judgments or
other liens on the above described land in the event of default of payment by grantor and
be subrogated to the rights of the holder or holders thereof.

To have and to hold the above described property, rights, in-
terests and privileges, together with all and singular the rights and appurtenances
thereto in anywise belonging, unto the said Grantee herein his heirs, executors, adminis-
trators and assigns, and does hereby bind himself, his heirs, executors, administra-
tors and assigns to warrant and forever defend all and singular the said property, rights
interest and privileges unto the said Grantee his heirs, executors, administrators and
assigns against every person whomsoever lawfully claiming the same or any part thereof.

Witness our hands this the 1st, day of March, 1929, all in-
terlineations and erasures and variances from original printed form made and attached
before signing.

Witnesses:
M. McKay

State of Mississippi
County of Madison

This day personally appeared before me, the undersigned a
Notary Public in and for said County, the within named G. W. Smith and his wife, Comfort
Smith who acknowledged that they signed and delivered the within and foregoing instru-
ment on the day and year therein mentioned as their act and deed.

Given under my hand and seal of office, this 1st, day of
March, 1929.

(SEAL)

Jno. W. Cox,
Notary Public.