

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

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

W. B. Jones, Chancery Clerk,  
By A. O. Sutherland, D.C.

The State of Mississippi)  
County of Madison

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, assigned, 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 produced 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, operate and occupy said lands for the production of oil, gas and other minerals or either of them, and for the storing, handling, transporting 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 removing at any time any and all property and improvements placed or erected on the premises 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 favor 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, drilled 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 assigned 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 grantee, 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 the oil and gas royalties payable thereunder~~ shall be in 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, administrators 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 line 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, interests and privileges, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee herein his heirs, executors, administrators and assigns, and does hereby bind himself, his heirs, executors, administrators 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 1st, day of March, 1929, all interlineations and erasures and variances from original printed form made and attached before signing.

Witnesses:  
W. McKay

G. W. Smith  
Comfort Smith

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 instrument on the day and year therein mentioned as their act and deed.

March, 1929:

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

(SEAL)

Jno. W. Cox,  
Notary Public.