

tract and a north corner of a 175 acre tract of land belonging to W.A. Goode; Thence with the center line of the said road and the Northwest line of the said 175 acre tract S 43-30 W at 58 vrs to a large L O tree marked "X" continuing in the same course, with the center of the said road at 187 vrs to a P O tree on line, at 464.6 vrs to a stake set in the North line of the Hebron Cemetery; Thence with the north line of the said cemetery, S 82 W 55 vrs to a post oak tree for corner; Thence S 38 W 29 vrs to a post for corner; Thence S 5 E 41 vrs to a stake set in the West line of the said cemetery; Thence S 43-30 W with the Northwest line of the aforesaid W A Goode land, 399 vrs to a stake for the South corner of this tract and the west corner of the said W.A. Goode tract; Thence N 47-30 W at 125.2 vrs pass the East corner of a 16.5 acre tract of land belonging to W.H. Hill, continuing with the same course with the Northeast line of the said 16.5 acre tract, in all, 732 vrs to an iron pipe set in the West corner of the said Chas. Delmas 1/3 league; Thence with the Northwest line of the said league, N 44-45 E at 50 varas course, Big Hog Branch, at 177 vrs to the center line of the said Branch, and in the Southwest corner of a 16.8 acre tract of land belonging to M.A. Placke; Thence with the South line of the said 16.8 acre tract and the meanders of the said Big Hog Branch as follows: S 58-15 E 61 vrs; S 88-15 E 77 vrs; N 53-45 E 174.6 vrs; N 83-30 E 194.3 vrs; N 58-30 E 78 vrs; N 1-45 E 95 vrs to a stake set for the East corner of the said 16.8 acre tract; Thence with the northeast line of the said 16.8 acre tract, N 45 W 214 vrs to a stake set in the North corner of the said 16.8 acre tract and in the northwest line of the aforesaid Chas. Delmas 1/3 league; Thence with the northwest line of the said 1/3 league, N 44-45 E 1275.9 vrs to the place of beginning, containing 229.9 acres of land, less 2 acres, more or less, belonging to the Hebron Church, leaving 227.9 acres of land.

Second tract: 16.5 acres of land being located in the County of DeWitt and the State of Texas, being 2.3 acres out of the Chas. Delmas 1/3 league and 14.2 acres out of the Henry Chamberlain 1/3 league; said 16.5 acre tract of land being more particularly described by metes and bounds as follows: Beginning at an iron pipe set in the West corner of the said Chas. Delmas 1/3 league and in the north corner of the said Henry Chamberlain 1/3 league; Thence with the northwest line of the said H. Chamberlain 1/3 league, S 44-45 W 287.5 vrs to a stake set in the north line of a public road; Thence with the north line of the said road, S 45 E 43 vrs to a live oak tree for corner; Thence with the north line of the said road S 86-30 E 369 vrs to a stake for corner; Thence S 6-15 W at 10.8 vrs cross the said road, continuing in the same course in all 181 vrs to a stake for corner; Thence N 83 E 279 vrs to a stake set for the Southeast corner of this tract and in the Southwest line of a 227.9 acre tract of land now belonging to the said W.H. Hill; Thence with the Southwest line of the said W.H. Hill 227.9 acre tract N 47-30 W, 606.8 vrs to the place of beginning, containing 16.5 acres of land, and containing 244-4/10 acres, more or less; and being the same two tracts of land described in Royalty Deed from W.H. Hill et ux to J.G. Burns, dated January 6th, 1930, of record in Volume 9, page 115, Oil and Gas Lease Records, DeWitt County, Texas.

LESS, HOWEVER, The following described tract of 33 acres of land; In DeWitt County, Texas, part of the C.P. Delmas 1/3 league, part of the tract of land conveyed by S.C. Thigpen et al to W.H. Hill by deed of record in Vol. 99, page 232 of the Deed Records of DeWitt County, Texas, and a part of that certain 54 acres tract described thus: Beginning at the intersection of the DeWitt-Lavaca County line with the N W line of the said Delmas 1/3 league; Thence with said line of the said Delmas 1/3 league, S 45 W to stake at the West corner of the 200 acres tract formerly owned by S.C. Thigpen, which is also the West corner of the tract conveyed by S. C. Thigpen et al to W.H. Hill as above mentioned; Thence S 45 E 776 varas to a stake at the South corner of said 200 acres tract also said tract conveyed by Thigpen et al to Hill; Thence N 45 E 307.7 varas to a stake on the said DeWitt-Lavaca County line; Thence with said DeWitt-Lavaca County line N 38 W 778 varas to place of beginning, containing 54 acres of land; and the 33 acres of land hereby conveyed is situated and located in the northeasterly side of said 54 acres, the North corner of the 54 acres being the North corner of this 33 acres, the Easterly corner of the 54 acres being the Easterly corner of this 33 acres, the northeasterly line of the 54 acres being the northeasterly line of this 33 acres tract, and the northwest and the South east lines of the 54 acres tract being the N.W. and S.E. lines of the 33 acres tract hereby conveyed for a distance sufficient to embrace and contain 33 acres of land; and being the same land conveyed by W.H. Hill et ux to Mrs. Mary H. Blackwell by deed dated October 8th, 1934, of record in Vol. 105, page 627, Deed Records, DeWitt County, Texas.

LESS, HOWEVER, All that certain tract or parcel of land being situated in DeWitt County Texas, and lying in the Chas. P. Delmas and Henry Chamberlain Surveys more particularly described by metes and bounds as follows: Beginning at an iron stake at the N E corner of the Chamberlain Survey and the N W corner of the Delmas Survey; Thence S 43 W along the N W line of the Chamberlain Survey 287.6 varas to a stake in fence of the old Terryville and Fordtran road; Thence S 48° 26' E along said fence 36 varas to a stake in corner at the intersection of said road and the Terryville and Hebron road; Thence S 85° 43' E along fence on North side of said Terryville and Hebron road 90 varas to a stake; Thence N 9° 55' E 20.1 varas to a stake; Thence N 54° 55' E 98.3 varas to a stake; Thence N 22° 5' E 145.5 varas to a stake; Thence N 4° 55' W 74.9 varas to a stake; Thence S 43 W 71.5 varas to place of beginning, containing 5.15 acres of land, more or less of which 0.68 acres are situated in the Delmas Survey and 4.47 acres in the Chamberlain Survey; and being the same land conveyed by W.H. Hill et ux to Hugo Koehler by deed dated Oct. 18th., 1937, of record in Vol. 110, page 349, Deed Records, DeWitt County, Texas. The above described tracts of land aggregate 206.25 acres. together with the right of ingress and egress at all times for purpose of mining, drilling and exploring said lands for oil, gas and other minerals and removing the same therefor. This grant shall run, and the rights, titles and privileges hereby granted shall extend to Grantee herein, and to Grantee's heirs, administrators, executors and assigns, for a period of twenty years from date hereof and as long thereafter as oil, gas or other minerals, or either of them, is produced or mined from the lands described herein, in paying or commercial quantities. If at the expiration of said twenty years from date hereof, oil, gas or other minerals, or either of them, is not being produced or mined from said land or any portion thereof in paying or commercial quantities, this contract shall be null and void and the Grantee's rights hereunder shall terminate. Said lands, or portions thereof, being now under oil and gas lease executed in favor of Record Owners it is understood and agreed that this sale is made subject to the terms of said lease, but covers and includes of all the oil royalty, and gas royalty, and casinghead gas and gasoline royalty, and royalty from other minerals or products, due and to be paid under the terms of said leases. And it is further understood and agreed that notwithstanding the Grantee does not by these presents acquire any right to participate in the making of future oil and gas mining leases on the portion of said lands not at this date under lease, nor of participating in the making of future leases, should any existing or future leases for any reason become cancelled or forfeited, nor of participating in the bonus or bonuses which Grantor herein shall receive for any future lease, nor of participating in any rental to be paid for the privilege of deferring the commencement of a well under any lease, now or hereafter;

NEVERTHELESS, during the term of this grant, neither the Grantor nor the heirs, administrators, executors and assigns of the Grantor shall make or enter into any lease or contract for the development of said land or any portion of same for oil, gas or other minerals, unless each and every such lease, contract, leases or contracts, shall provide for at least a royalty on oil of the usual one-eighth to be delivered free of cost in the pipe line, and a royalty on