

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 7/128ths 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 natural gas of one-eighth of the value of same when sold or used off the premises, and one-eighth of the net amount of gasoline manufactured from natural or casinghead gas; and in the event Grantor, or the heirs, administrators, executors and assigns of the Grantor, or as in the status of the fee owners of the land and minerals, or as the fee owner of any portion of said land, shall operate and develop the minerals therein, Grantee herein shall own and be entitled to receive as a free royalty hereunder, (1) An undivided 7/1024ths of all the oil produced and saved from the premises delivered to Grantee's credit free of cost in the pipe line, (2) An undivided 7/1024ths interest and portion of the value or proceeds of the sales of natural gas when and while the same is used or sold off the premises, (3) An 7/1024ths of the net amount of gasoline or other products manufactured from gas or casinghead gas produced from wells situated on the premises, during the term hereof.

TO HAVE AND TO HOLD the above described property and rights, together with all and singular the rights and appurtenances thereto in any wise belonging, unto the said Grantee, and to Grantee's heirs, administrators, executors and assigns, forever; and Grantor does hereby bind ourselves, our heirs, administrators, executors and assigns, to warrant and forever defend all and singular, the said property and rights unto the said Grantee, and Grantee's heirs, administrators, executors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the following signatures, this the 1st day of July, 1938.
I.R. Stamps \$.50 attach & Canc. W.H. Hill
Ida E. Hill

The State of Texas:

County of DeWitt : Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared W.H. Hill and Ida E. Hill, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Ida E. Hill, wife of the said W.H. Hill having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Ida E. Hill acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1st day of July A.D. 1938.

Seal.

W.E. Ehlers, Notary Public in and for DeWitt County, Texas.

I hereby certify that the foregoing instrument was filed for record the 25th day of July, 1938 at 1:00 o'clock P.M. and recorded the 27th day of July, 1938, at 3:00 o'clock P.M.

Henry J. Koenig
County Clerk, DeWitt County, Texas.

Seal.

By J.P. Bridges, Deputy.

W.H. Hill et ux

Royalty Deed To

H.B. Stone

Vol 13
Pg 77

The State of Texas:

County of DeWitt :

KNOW ALL MEN BY THESE PRESENTS:

That we, W.H. Hill and wife, Ida E. Hill, of the County of DeWitt and State of Texas hereinafter called Grantor (whether one or more), for and in consideration of the sum of Ten (\$10.00) Dollars cash in hand paid by H.B. Stone, Houston, Texas, hereinafter called Grantee, the receipt of which is hereby acknowledged, have granted, sold, conveyed, assigned and delivered, and by these presents do grant, sell, convey, assign and deliver, unto the said Grantee an undivided one-one hundred twenty eighth (1/128) interest in and to all of the oil royalty, gas royalty, and royalty in casinghead gas, gasoline, and royalty in other minerals in and under, and that may be produced and mined from the following described lands situated in the County of DeWitt, and State of Texas, to-wit: The following described lands lying and being situated in DeWitt County, Texas; it being a part of the Chas. Delmas 1/3 league and being more particularly described by metes and bounds as follows: Beginning at an iron pipe set in the northwest line of the said Chas. Delmas 1/3 league and in the north line of DeWitt County; Thence with the said line between DeWitt and Lavaca Counties S 38 E 778 vrs. to a stake set in the northwest line of a public road and in the northwest line of a 386.5 acre tract of land belonging to D.G. McManus; Thence with the Northwest line of the said road and the said 386.5 acre tract S 44-45 W 307.7 vrs. to a stake for corner of this and the said 386.5 acre tract; Thence with a Southwest line of the said 386.5 acre tract, S 42.45 E 13 vrs. to a stake set in the North corner of a 64.5 acre tract of land belonging to the said D.G. McManus, said stake being located in the southeast line of the said 30 foot public road; Thence with the Southeast line of the said road, S 58-30 W (also with the said 64.5 acre tract; 465 vrs to a stake for corner of this and the said 64.5 acre tract; Thence with the Southeast line of the said road S 65 W 114.3 vrs to a stake another corner of this and the said 64.5 acre tract; Thence S 13 E 73.6 vrs to a stake set in the center of the said road and also of the Big Hog Branch. It being a West corner of the said 64.5 acre