27, page 245, of the Lavaca County Lease Records, and each of the grantees herein, by the acceptance of this deed, assumes all the agreements and obligations of lessors in said oil, gas and mineral lease and correction thereof, referred to hereinabove.

Except further, however, that this conveyance is made subject to a free royalty of 1/16 of all oil and gas and 1/8 of all sulphur and other mineral production from said 17.43 acres, reserved by the State of Texas.

EXECUTED This 18" day of December, 1940.

DCCUMENTARY STAMPS 55 &

R. L. Trott

R. L. Trott.

The undersigned accept the foregoing conveyance upon the terms, provisions and conditions therein set forth and do hereby ratify, adopt and confirm said lease and its amendment and extend same to cover the 17.43 acres of land conveyed to us hereinabove, and do grant, lease and let exclusively unto Shell Oil Company, Incorporated, its successors and assigns, such above described 17.43 acres for the purposes and upon the terms, conditions, provisions and agreements in such lease and its amendment contained, subject, however, to the free royalty of 1/16 of all oil and gas and 1/8 of all sulphur and other mineral production from said 17.43 acres, us reserved by the State of Texas. It is further understood and agreed by/that the acquisition of the above 17.43 acres of land does not increase or alter in any fashion the amount and manner of payment of annual delay rentals under said lease and its amendment, as hereby extended to cover said 17.43 acres, but it is expressly stipulated and agreed by the undersigned that said delay rentals shall be due in the sum of \$55.88 annually and are wholly payable to lessor, Leslie Carroll and wife, Cora Carroll, but the royalties payable thereunder shall be owned by said Leslie Carroll and wife, Cora Carroll and Saltmount Oil Company as above provided.

It is hereby further agreed and stipulated by said Saltmount 0il Company that the convey ance to it of the aforesaid interest, directly, rather than to its predecessors in title, Leslie Carroll and wife, meets and satisfies all covenants of warranty in its favor, in so far as same relate to this after acquired title, as fully as though its said predecessors in title had themselves executed a conveyance of the foregoing interest to it.

This instrument is made without warranty either express or implied to Shell Oil  $C_{\mathrm{company}}$ , Incorporated.

(SEAL) ATTEST:

H. Wadlington Secretary ✓Leslie Carroll Leslie Carroll

√Cora Carroll Cora Carroll

SALTMOUNT OIL COMPANY

BY: HAnde Complegne Vice-Fresident

The undersigned has read all the foregoing and hereby disclaims any right, title or interest in and to the 17.43 acres conveyed hereinabove.

JG. L. Scheig

G.L.Scheig

STATE OF TEXAS I

COUNTY OF HARRIS! BEFORE ME, The undersigned authority, on this day personally appeared R.L.Trott, 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.

GIVEN Under my hand and seal of office, this the 18 day of December, 1940.

(SEAT.)

W. C. 1

W.C.ERANDAU Notary FublicHarris County, Texas.

NOTARY PUBLIC IN AMD FOR HAPRIS

COUNTY, TEXAS.