

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 11th day of January A. D. 1940.

(Seal)

Jane Summer Notary Public in and for Travis County, Texas.

Filed for Record Jan. 25, 1940 at 8 o'clock A.M. Recorded Jan. 26, 1940 at 4:15 o'clock P. M.

D. J. H. Clerk,
County Court, Lavaca County, Texas.
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OIL, GAS AND MINERAL LEASE

✓ E.S. COOK, GUARDIAN OF THE ESTATE
OF DORIS COOK, A MINOR.....)

✓ TO...OIL, GAS AND MINERAL LEASE)

SHELL OIL COMPANY, INCORPORATED..) AGREEMENT, Made and entered into the 15th day of January, 1940, by and between E. S. COOK, Guardian of the Estate of Doris Cook, a minor whose post office address is Route 1, Victoria, Texas, hereinafter called lessor (whether one or more), and SHELL OIL COMPANY, Incorporated hereinafter called lessee: 1. WITNESSETH: That the said lessor, for and in consideration of Thirty-Two & 00/100 Dollars cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, lease and let unto the said lessee for the purpose and with the exclusive right of exploring, drilling, mining, and operating for, producing, and owning oil, gas, sulphur and all other minerals and of laying pipe lines and of building tanks, telephone lines, power stations and other structures thereon, to produce, save, treat and take care of said products, and housing its employees, all of said minor's undivided interest, which is an undivided one-tenth (1/10) subject to life estate of E. S. Cook in one-third (1/3) thereof, in and to that certain tract of land situated in the County of Lavaca, State of Texas, described as follows, to wit: About eighteen miles South 11 W. of the town of Hallettsville, the same being a part of the A. Adams Survey and the boundaries of which are as follows: BEGINNING on the northeast line of the Chas. Delmas Survey, one mile from said Chas. Delmas (survey) North corner, a stake a Post Oak marked S. bears N. 29 E. 8-3/4 varas another marked M bears N 47 E 11-3/4 vrs; THENCE N 45 E 1925 varas a stake a Black Jack tree marked X bears S 6 E 9 varas another tree marked _ bears S 12 1/2 E 7 1/2 varas; THENCE S 45 E to the Streatman North corner; THENCE with the Streatman line 1925 varas to Chas. Delmas line; THENCE with the northeast line of said Chas. Delmas to the place of beginning, containing 160 acres of land, more or less. E.S.Cook.

2. For the purpose of determining the amount of any money payment hereunder, said lease shall be considered to comprise 160 acres, even though it actually comprises more or less, but it is Lessor's intention to lease, and Lessor does lease hereby, in addition to the land above described, all of the land and interests in land owned or claimed by Lessor by limitation or otherwise and located in said sections, grants, leagues and surveys, or adjoining sections, grants, leagues or surveys, and Lessor accepts the bonus as a lump sum and agrees to likewise accept the rentals as specified as a lump sum as full and complete consideration therefor, and Lessor expressly agrees to deliver to Lessee any supplemental instrument deemed necessary or requested by Lessee for a more complete or accurate description of said land. 3. It is agreed that this lease shall remain in force for a term of ten (10) years from this date, said term being hereinafter called "Primary Term," and as long thereafter as either oil, gas, sulphur or any other mineral is produced from said land by lessee, or drilling operations are prosecuted, as hereinafter provided. 4. In consideration of the premises lessee cov-