

Carroll and being more particularly described as follows;

BEGINNING at a point on the southwest line of said Trott Survey being in a fence line and located 2894.2 varas southeasterly from the west corner of said Trott survey and also located 13.5 varas southeasterly from the north corner of the John Garelli Survey; THENCE NORTH  $50^{\circ}41'$  EAST with said fence a distance of 51.4 varas to an angle corner in same; THENCE NORTH  $44^{\circ}02'$  EAST continuing with said fence a distance of 46.2 varas to a point on the northeast line of said Trott Survey; THENCE SOUTH  $45^{\circ}20'$  EAST with the northeast line of said Trott Survey a distance of 545.3 varas to a west fence corner of the L. G. McKanus 71.6 acre tract; THENCE SOUTH  $44^{\circ}34'$  EAST with said fence a distance of 411.8 varas to a fence corner; THENCE SOUTH  $45^{\circ}02'$  WEST with said fence a distance of 105 varas to a fence corner; THENCE NORTH  $44^{\circ}33'$  WEST with said fence a distance of 850 varas to a point on the southwest line of said Trott Survey; THENCE North  $44^{\circ}08'$  WEST with the southwest line of said Trott Survey a distance of 111.3 varas to the place of beginning and containing 17.43 acres more or less.

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging, unto the said Leslie Carroll and wife, Cora Carroll, and unto the said Saltmount Oil Company, their heirs, assigns and successors, forever, so that neither I, the said R.L. Trott, nor my heirs, nor any person claiming unto me shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances or any part thereof.

The said Leslie Carroll and wife, Cora Carroll, are hereby conveyed the entire fee simple estate, subject to the hereinafter referred to (1) lease and amendment thereof held by Shell Oil Company, Incorporated; (2) reservation of royalty by the State of Texas; and (3)  $1/32$  of the minerals (payable out  $1/4$  of the  $1/8$  royalty), reverting to Leslie Carroll et ux, their heirs and assigns, in the absence of paying production, on May 28, 1960, and for six (6) months thereafter (which  $1/4$  of the  $1/8$  royalty is in turn subject to the aforesaid lease and amendment of Shell Oil Company, Incorporated, and to the aforesaid reservation of royalty by the State of Texas ).

The said Saltmount Oil Company is hereby conveyed the aforesaid  $1/32$  of the minerals (payable out of  $1/4$  of the  $1/8$  royalty including the royalty payable under the lease hereinafter referred to and all future leases) for a term ending May 28, 1960, provided there is no paying production on said 17.43 acres on that date and for six months thereafter ( in which event said interest reverts to said Leslie Carroll and wife, their heirs and assigns); and in the event there is such paying production this grant is to remain in full force and effect until such production ceases, whereupon said interest reverts to the said Leslie Carroll and wife, their heirs and assigns. Provided, however, that said Saltmount Oil Company shall have no interest in any bonus money received by Leslie Carroll and wife in any future lease or leases and that it shall not be necessary for Saltmount Oil Company to join in any such future lease or leases so made; provided, further, that Saltmount Oil Company shall have no part in the annual rentals paid to keep such future lease or leases, as well as the one presently being placed thereon, in force until drilling is begun. The conveyance of the aforesaid interest to Saltmount Oil Company is further made subject to the reservation of royalty by the State of Texas and the lease and amendment thereof presently held by Shell Oil Company, Incorporated, both hereinafter specifically referred to.

Except, however, said premises are sold, released and quitclaimed to said grantees in the respective interests and proportions aforesaid, subject to the terms of a certain oil, gas and mineral lease made by Leslie Carroll and wife, Cora Carroll, to Shell Petroleum Corporation, bearing date June 12, 1933, recorded in Book 16, page 586, of the Lavaca County Lease Records, and subject to the terms of an amendment and correction of said lease dated November 3, 1939, executed by said Leslie Carroll and wife to Shell Oil Company, Incorporated, recorded in Book