

R-2860

The State of Texas, } Know all Men by These Presents:
County of SAN PATRICIO

THAT **E. T. Gillett and wife Nell Gillett**

hereinafter called Grantor,

of **Nueces** County, Texas, for and in consideration of the sum of

Ten ----- Dollars (\$ **10.00**) cash in hand paid by

Seaboard Oil Company of Delaware

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 **(1/2)** interest in and to all of the oil, gas and other minerals in and under, and that may be produced from the following described land situated in **San Patricio** County, Texas, to-wit:

Being a part of the Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section No. Twenty Nine (29) of the Geo. H. Paul Subdivision of the J. J. Welder Ranch as shown by map or plat of said subdivision known as "Map A" of the Geo. H. Paul Subdivision of the J. J. Welder Ranch recorded in Book 2, page 12, Map Records of San Patricio County, Texas, and described by metes and bounds as follows:

Two (2) acres of land beginning at the Southwest corner (SW) of a three (3) acre tract of land heretofore conveyed by August Person and wife to R. R. Steen dated July 25, 1931, recorded in Book 100, page 48, Deed Records of San Patricio County, Texas, a stake in center of road;

Thence North, following west line of said 3 acre tract, 311.15 feet to a stake the Northwest corner of said three acre tract;

Thence West Two Hundred eighty (280) feet a stake;

Thence South Three Hundred Eleven and 15/100 (311.15) feet a stake in center of road for southwest corner of this tract;

Thence East, along center of road, Two Hundred eighty (280) feet, to the place of beginning, and being the same conveyed by August Person et al to M. Mitchell and C. J. Billimek by deed of date May 30th, 1934.

It is the intention and purpose of this instrument to convey to the **Seaboard Oil Company of Delaware**, one half (1/2) of all mineral rights in the above described 2 acres of land owned by **E. T. Gillett**.

Together with the right of ingress and egress at all times for the purpose of mining, drilling and exploring said land for oil, gas and other minerals, and removing the same therefrom.

Said land being now under an oil and gas lease executed in favor of **Seaboard Oil Company of Delaware**, it is understood and agreed that this sale is made

subject to the terms of said lease and/or any other valid lease covering same, but covers and includes

one-half (1/2) of all of the oil royalty and gas rental or royalty due and to be paid under the terms of said lease, in so far as it covers the above described land.

It is understood and agreed that **one-half (1/2)** of the money rentals, which may be paid, on the above described land, to extend the term within which a well may be begun under the terms of said lease, is to be paid to the said Grantee; and, in event that the above described lease for any reason becomes canceled or forfeited, then and in that event, Grantee shall own **one-half (1/2)** of all oil, gas and other minerals in and under said lands, together with a like **one-half (1/2)** interest in all bonuses paid, and all royalties and rentals provided for in future oil, gas and mineral leases covering the above described lands.

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

WITNESS our hands this the 2nd day of May

1939

E. T. Gillett
Nell Gillett