

natural gas of one-eighth of the value of same when sold or used off the premises, or one-eighth of the net proceeds of such gas, 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 1/1024 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 1/1024 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 1/1024 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.

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.

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

Seal.

I hereby certify that the foregoing instrument was filed for record the 25th day of July, 1938 at 8:00 o'clock A.M. and recorded the 28th day of July, 1938 at 8:30 o'clock A.M.

County Clerk, DeWitt County, Texas.

Seal.

By Mrs. S. E. Egan Deputy

Martha Gohmert et al

Oil & Gas Lease To

OIL, GAS AND MINERAL LEASE.

D.C. DeWitt

THIS AGREEMENT made this 24th day of May 1938, between Martha Gohmert individually and as independent executor of the estate of Louis Gohmert deceased, Walter Gohmert and Laura Gohmert, Lydia Dayhuff & hus. Walter C. Dayhuff, Carrie Gohmert, Louis F. Gohmert, Martha Stricker & hus. M.N. Stricker, Frieda Gohmert Lessor (whether one or more) whose address is DeWitt County, Texas and D.C. DeWitt Lessee, WITNESSETH:

1. Lessor in consideration of Three hundred twenty and no/100 Dollars (\$320.00), in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in DeWitt County, Texas, to-wit: 640 acres of land, being the whole of the T & N O Railroad Co. Survey No. 5, situated in DeWitt County, Texas. Beginning at a stake, the South corner of M.E. Blair's Preemption Survey, A B.J. 10 inches in diameter marked E bears S 68° E 30 varas; Thence N 45° E at 865 varas Chidolet, at 950 varas East corner of said Blair Survey, at 1550 varas the South corner of Thos. Wilsons 320 acres Survey, at 1894 varas the West corner of a Survey for Heirs of H. Clark, deceased, a stake a small B.J. marked "H" bears N 45° E 41 varas, and a ditto marked "X" bears S 47½° W 233-1/3 varas; Thence S 45° E at 1515½ varas a stake South corner of H. Clarks Survey a P O 8 inches in diameter marked "H" bears N 57½° E 310 varas; Thence N 45° E at 38 varas a stake; Thence S 45° E at 26 varas the West corner of a Survey made for Thos. D. Fisher, a P O 8 inches in diameter bears N 53° E 272 varas; Thence with said Fishers Survey S 47° E at 1214 varas a stake; Thence S 80° W at 2075 varas intersected the East line of Section No. 4, T & N O R R Co a stake; Thence N 10° W at 10 varas, N E corner Section 4, a stake, a Black Jack marked J, bears S 72° W 161-3/5 varas; Thence S 80° W at 340 varas a stake, another N E corner of Section No. 4, a small P O marked "X" bears N 22° W 39-2/5 varas; Thence N 10° W at 920 varas, N E corner of said Sec. 4, a stake a B.J. marked H bears S 52° W 7½ varas; Thence S 80° W at 650 varas South corner of Sec. 3, T & N O R R Co., a small B J marked P for corner a B J 7 inches in diameter marked "H" bears S 70½° W 10½ varas; Thence N 45° W 240 varas to the beginning, containing 640 acres of land, and being the same land conveyed to Mrs. Martha Gohmert, by Louis Buehrig and wife, by deed dated July 15, 1933, recorded in Vol. 104, page 412, Deed Records, DeWitt County, Texas. This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the land particularly described above. For the purpose of calculating the payments hereinafter provided for, said land is estimated to comprise 640 acres, whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall be for a term of Five years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land hereunder.

3. The royalties to be paid by Lessee are (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including gasinghead gas or other gaseous substance, produced from said land and sold or used off the premises or in the manufacture of gasoline or other product therefrom, the market value at the well of one-eighth of the gas so sold or used, pro-