

on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that

has failed to perform all its obligations hereunder.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and

hereby agrees that any such payment made by the lessee for the lessor shall be deducted from any amount of money which may become due the lessor under the terms of this lease.

In testimony whereof, we sign this the 2nd day of June 1931

J. E. Hail.

Ada B. Hail.

THE STATE OF TEXAS
COUNTY OF UPSHUR

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared J. E. Hail, and Ada B. Hail, 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 Ada B. Hail, with the said J. E. Hail, having been examined by me privately and apart from her husband, and having the same fully explained to her, she, the said Ada B. Hail, 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 22nd, day of June A.D. 1931.

Mrs. M. R. Smith, Notary Public,
in and for Upshur County, Texas.

(SEAL).

Record June 26, 1931, at 12:20 o'clock P.M.

Recorded June 18, 1931, at 1:30 o'clock A.M.

M. Smith, Clerk County Court,
Upshur County, Texas.

By Ada B. Hail
H.S. DEPUTY

ANNIE ROBERTSON, WIDOW, ET AL

OIL AND GAS LEASE

W.T. GARRETT,

FILE # 7460

AGREEMENT, Made and entered into the 27th, day of Jan. 1931, by and between Annie Robertson, a widow, John Robertson, Arquille Robertson, Arthur Robertson, M.L. Robertson, George Robertson, Beatrice Robertson, Robert Spearman and wife Lula Spearman, and Pircé Montgomery, Lee Robertson, Willie Lee Williams, husband of Sarah Martin Williams, and J.W. Waters, husband of Cordella Waters, of Upshur, Dallas, Counties, Rockwall, Marion, _____ hereinafter called lessor (whether one or more), and W.T. Garrett, hereinafter called lessee.

WITNESSETH: That the said lessor, for and in consideration of Ten (10.00) Dollars, cash in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept

K37963P

and performed, have granted, demised, leased and let, and by these presents does grant, lease and let unto the said lessee for the sole and only purpose of mining and operating for oil and gas and of laying pipe lines and of building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Upshur State of Texas, and containing 100 acres, more or less, described as follows, to-wit:

Being a part of the Wm. F. Britton Survey, and beginning at the N.W. corner of same; Thence South 90 poles with the West line of said survey a stake a pine bears N. 46 W 29 links, a hickory brs S. 87 E. 40 links; Thence E. 177 and four fifths poles a stake, a red oak brs S. 20 1/8 links a small P.O W. 25 E. 18 links, Thence N. 90 poles to the N. line of the original Survey a stake a sweet Gum brs N. 78 E. 9 links, a pen Oak brs N. 4 W. 14 links; Thence West with said line to place of beginning containing 100 acres of land less five acres given to P.B. I. O. Ry.,

This land described more fully in Upshur Co., Deed Records Vol. 11, Page 268

It is agreed that this lease shall remain in force for a term of 10 years from date and as long thereafter as oil or gas, or either of them is produced from said land by the lessee.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises.

2nd. To pay to lessor, as royalty for gas from each well where gas only is found, while the same is being sold or used off of the premises, one-eighth of the market price at the wells of the amount so sold or used, the lessor to have gas free of charge from any gas well on the leased premises for all stoves and inside lights in the principal dwelling house on said land by making lessor's own connections with the well at lessor's own risk and expense.

3rd. To pay to lessor as royalty for gas produced from any oil well and used by lessee for the manufacture of gasoline, one-eighth of the market value of such gas. If such gas is sold by lessee, then lessee agrees to pay lessor, as royalty, one-eighth of the market price at the wells of the amount sold.

If no well be commenced on said land on or before the 27 day of January 1932, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the Security State Bank at Ore City, Texas or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of One Dollar Per Acre Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as

as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

If, at the expiration of 10 years from the date of this lease, oil or gas is not being produced on the leased premises, but lessee is then engaged in drilling for oil or gas, then this lease shall continue in force so long as drilling operations are being continuously prosecuted on the leased premises, and drilling operations shall be considered to be continuously prosecuted if not more than Sixty (60) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If oil or gas shall be discovered and produced in paying quantities from any such well or wells drilled or being drilled at or after the lapse of 10 years, this lease shall continue in force so long as oil or gas shall be produced from the leased premises.

It is specially agreed that in the event that oil or gas is produced from said premises and said production shall for any reason cease or terminate, lessee shall have the right at any time within ninety (90) days from the cessation of such production to resume drilling operations in the effort to make said leased premises again produce oil or gas, in which event this lease shall remain in force so long as such operations are continuously prosecuted, as defined in the preceding paragraph, and if they result in production of oil or gas, so long thereafter as oil or gas is produced in paying quantities from the premises.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided for shall be paid the said lessor only in proportion which lessor's interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for all operations thereon, except from water wells of lessor. When requested by lessor, lessee shall bury its pipe line below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without the written consent of the lessor. Lessee shall pay for damages caused by all operations to growing crops on said land. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportion^{ate} part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due payment of said rental.

Lessee shall have the exclusive right to build, operate and maintain pits, reservoirs, pickup stations and plants for the purpose of picking up and conserving the waste oil that flows down the creeks, ravines and across the land embraced in this lease whether said oil is produced from lands covered by this lease or other lands and lessor shall be entitled to receive the royalty hereinbefore reserved on all such oil so saved.

H37963P

In case of cancellation or termination of this lease for any cause lessee shall have the right to retain under the terms hereof Twenty (20) acres of land around each oil or gas well producing, being worked on, or drilling hereunder (as long as such operations are continued in good faith) such tract to be designated by lessee in as near a square form as practicable.

In the event lessor considers that lessee has not complied with all its obligations hereunder, both express and implied, before production has been secured or after production has been secured, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this contract. Lessee shall then have Sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligation hereunder.

Title to the minerals vested in grantee under this grant shall not end or revert to grantor until there is a complete, absolute and intentional abandonment by grantee of each and all of the purposes, expressed or implied, of this grant and every part and parcel of the premises described in this grant.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment any mortgage, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payment made by the lessee for the lessor shall be deducted from any amounts of money which may become due the lessor under the terms of this lease.

Witnesses:

E. L. Carington,
T. Ferguson.

Arthur Robertson.
M. L. Robertson.
George Robertson.
John Robertson.
Pierce Montgomery.
Lee Robertson.
Willie Lee Williams.
his
J. W. X Waters.
mark.

Witnesses to J.W. Waters.

(O. B. H. Mitchell)
(
(E. C. McApplin.)

Arquillie Robertson.
Beatrice Robertson.
her
Annie X Robertson.
mark.
her
Lula X Sperman.
mark.
his
Robert X Sperman.
mark.

THE STATE OF TEXAS
COUNTY OF UPSHUR

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Arquillie Robertson, and Beatrice Robertson & John Robertson, known to me to be the person whose names is subscribed to the foregoing instrument, and acknowledged to me they each executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 8 day of June, A.D. 1931.

(SEAL).

R.A. Moughon, Notary Public, in and for
Upshur County, Texas.

THE STATE OF TEXAS
COUNTY OF UPSHUR

BEFORE ME, the undersigned authority, in for Upshur County, Texas, on this day personally appeared J.W. Waters known to me to be the person whose name is subscribed to the foregoing instruments, 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 June, A.D. 1931

R. A. Moughon, Notary Public,
Upshur County, Texas.

(SEAL).

THE STATE OF TEXAS
COUNTY OF UPSHUR

Before me, the undersigned authority, in for Upshur County, Texas, on this day personally appeared Lee Robertson and Willie Lee Williams, known to me to be the persons whose names is subscribed to the foregoing instruments, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 18 day of June A.D. 1931.

J. H. Hogg, Notary Public
Upshur County, Texas.

(SEAL).

THE STATE OF TEXAS
COUNTY OF UPSHUR

ss.

BEFORE ME, the undersigned authority, in for Upshur County, Texas, on this day personally appeared Annie Robertson, a feme sole, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this the 8 day of June, A.D. 1931.

R. A. Moughon, Notary Public,
Upshur County, Tex.

(SEAL).

THE STATE OF TEXAS
COUNTY OF UPSHUR

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day personally appeared Pirce Montgomery, 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 considerations therein expressed.

Given under my hand and seal of office this the 13 day of June, A.D. 1931.

R. A. Moughon, Notary Public in and
for Upshur Co.,

(SEAL).

THE STATE OF TEXAS
COUNTY OF MARION

BEFORE ME, the undersigned a Notary Public in and for said County and State, on this day personally appeared Robert Sperman and Lula Sperman, 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 Lula Sperman, wife of the said Robert Sperman, having been examined by me privily and apart from her husband, and having the same fully explained to her, she the said Lula Sperman, acknowledged such instrument to be her act and deed, and she declared that

K37963P

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 12 day of June A.D. 1931.

(SEAL).

Ex Officio
W. C. Wicker, Notary Public in and for
Marion County, Texas,

THE STATE OF TEXAS
COUNTY OF ROCKWALL

BEFORE ME, the undersigned authority, in and for Rockwall County, Texas, on this day personally appeared M.L. Robertson and George Robertson, 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.

Given under my hand and seal of office, this the 10th, day of June, A.D. 1931.

(SEAL).

J. H. Parker, Notary Public,
Rockwall County, Texas.

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Arthur Robertson, 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 10th, day of June A.D. 1931.

(SEAL).

Gertrude Longcope, Notary Public
Dallas County, Texas.

Filed for Record June 25, 1931, at 4:46 O'clock P.M.

Recorded July 16, 1931, at 3 O'clock P.M.

By Ruth Spain Deputy,
Es.

W. M. Smith, Clerk County Court,
Upshur County, Texas.

C. W. WATSON, ET UX,

OIL AND GAS LEASE

CHAS. A. FLUTY.

FILE # 742

GREGORY and wife, the 23 day of April 1931, by and between C. W. Watson and wife, Jennie Watson, of Gregg County, Texas, her master and lessor (whether one or more), and Chas. A. Fluty, hereinafter called lessee:

WITNESSETH: That the said lessor, for and in consideration of Ten & No/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, demise, lease and let unto the said lessee, for the sole and only purpose of mining and operating thereon and laying pipe lines, and building tanks, power lines and structures thereon to produce, save and transport oil and gas products, and that certain tract of land situated in the Counties of Gregg & Upshur State of Texas, described as follows, to-wit:

35 Acres of land out of the W. side of the Thompson Allen Survey, patented to Matthew Cartwright, Ass. by Patent No. 1032, Vol. 4, Abstract No. 1032, said 35 acres being situated about 13 miles South from Gilmer, and about 1 mile North from the town

Does Not Apply

Does Not Apply