

Lot No. One (1), In Block No. Three (3), Size 25 x 141.7':

Lot No. Two (2), In Block No. Three (3), Size 25 x 141.7':

Lot No. Three (3), In Block No. Three (3), Size 25 x 141.7':

Lot No. Four (4), In Block No. Three (3), Size 25 x 141.7':

Lot No. Five (5), In Block No. Three (3), Size 25 x 141.7':

TO HAVE AND TO HOLD the above described property, together with all and singular the rights and appurtenances thereunto belonging, or in anywise appertaining, unto the said C. Lundgren and Rudolph Lundgren, their heirs and assigns, forever. And the said Southwestern Land Corporation does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said C. Lundgren and Rudolph Lundgren, their heirs and assigns, against every person whomsoever, lawfully claiming, or to claim the same, or any part thereof. Witness the signature of said Corporation by its President, duly attested by its Secretary, with the seal of said Corporation attached, at San Antonio, Texas, this the 18th day of January, A. D. 1917.

(Seal)

The Southwestern Land Corporation,

By S. S. Searcy,

President.

Attest:

Helen Zuch,

Secretary.

THE STATE OF TEXAS,)

County of Bexar.)

BEFORE ME, the undersigned authority, a Notary Public in and for Bexar County, Texas, on this day personally appeared S. S. Searcy, President of The Southwestern Land Corporation, 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 and as the act and deed of the said The Southwestern Land Corporation, for the purposes and consideration therein expressed, and in the capacity therein stated. GIVEN UNDER MY HAND and seal of office this the 18th day of January, A. D. 1917.

(SEAL)

D. M. Hill,

Notary Public, Bexar County, Texas.

Filed for record Oct. 26th, 1917, at 11:55 o'clock A. M.

Recorded Nov. 1st, 1917, at 2:40 o'clock P. M.

Frank R. Newton, County Clk., Bexar Co., Texas, by A. H. Coates, Deputy.

0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0

#109320

Pat Kenney, et al.

OIL LEASE.

Gulf Production Company.

OIL AND GAS LEASE.

THE STATE OF TEXAS,)

County of Bexar.)

KNOW ALL MEN BY THESE PRESENTS: That We, Pat Kenney and wife, Rosa Kenney, hereinafter styled "lessors", of the County of Bexar and State of Texas, have and by these presents do hereby demise, let and lease unto the Gulf Production Company, hereinafter styled "lessee", its successors and assigns, the tract of land hereinafter described for the purpose of exploiting the same for, and the production of minerals therefrom; and to that end also grant the exclusive right of drilling and operation thereon for oil or gas and other minerals, together with a right of way for and a right to lay pipe lines to convey water, oils, steam and gas, and the right to have and use sufficient water, oil, gas and coal from the premises to drill and operate any wells that lessee may bore, or shaft lessee may excavate, or, in treating, so as to make merchantable any of such minerals, and also such other privileges as are reasonably requisite for the conduct of said operations, and the right to remove, at any time, from said premises, any and all property

which may have been placed thereon by said lessee. The said premises as to which this instrument does apply are situated in Bexar County, State of Texas, and described as follows: ~~1st~~ Tract. Four Hundred and Seventy-five (475) acres of land off the East side of the Michael De Chaumes 640 acre survey, Certificate #1322, Survey No. 136, in Section #5, particularly described by metes and bounds as follows; to-wit: Beginning at the Southeast corner of Survey #134, said point being the Northeast corner of this survey, stake in West line of the Clemente Bustillo 640 acre survey No. 348; Thence South 1416 varas to the Southeast corner of the Michael De Chaumes Survey and Northeast corner of Survey #137 of 640 acres patented to the heirs of Jason Smith, deceased; Thence west along South line of De Chaumes Survey and North line of Jason Smith Survey 1914 varas to stake for corner; Thence North 1416 varas to stake in North line of Michael De Chaumes Survey; Thence East along its North line 1914 varas to place of beginning, containing 480 acres, save and except, however, 5 acres of land on the South line of said survey and near the Southeast corner thereof, heretofore conveyed by the undersigned to T. A. Kenney by deed dated February 24th, 1905, and recorded in Vol. 287, Pg. 508, of Bexar County Deed Records, to which reference is here made. ~~Second~~ Tract: Fifty-three (53) acres of land out of Survey No. 137, Sec. 5, of 640 acres patented to the heirs of Jason Smith, deceased; said 53 acres being all of the hereinafter described tract of 55 acres, save and except a tract of two (2) acres out of Northeast corner thereof, described in deed from John J. Kenney and wife to T. A. Kenney, dated April 12th, 1904, and recorded in Volume 175, page 381 of the Bexar County Deed Records. Beginning at the Northwest corner of J. A. Matthews homestead tract; thence South 547-1/2 varas; thence West 569.48 varas; thence North 547-1/2 vrs. Thence East 569.48 varas to the place of beginning and being the same property described in deed from J. J. Kenney and wife to Patrick Kenney, dated August 17th, 1909, and recorded in Volume 321, page 4, of the Bexar County Deed Records, to which reference is here made for all purposes. ~~Third~~ Tract: Twenty (20) acres of land out of the Clemente Bustillo 640 acre survey #348, described in deed from Mary K. Meredith to Patrick Kenney dated March 22nd, 1887, and recorded in Volume 50, page 320 of the Bexar County Deed Records, to which reference is here made, save and except, however, one acre out of the Northeast corner thereof conveyed by Pat Kenney to Rev. Jno. C. Neraz, Bishop, dated May 7th, 1891, and recorded in Volume 93, page 204, of the Bexar County Deed Records; also excepting a tract of 2 acres conveyed by Pat Kenney to J. A. Forest, Bishop, by deed recorded in Volume 128, page 97, of the Bexar County Deed Records. ~~Fourth~~ Tract: The following described tract or parcel of land in the Northern Portion of said Clemente Bustillo Survey #348, of 640 acres: Beginning at point in the East line of said Survey at the Northeast corner of 80-1/2 acres heretofore conveyed by D. W. Heard to F. Opperman by deed recorded in Volume 23, page 283 of Bexar County Deed Records, which point is 594 varas North of the Southeast corner of the North half of said Bustillo survey; Thence North 1000 varas, more or less, to the Southeast corner of 20-1/2 acres heretofore sold off the North end of said survey to Wm. Laird. Thence West along South line of said Laird tract to point in West line of Bustillo Survey. Thence South along West line of Bustillo Survey, 1000 varas, more or less, to a point due West of the Northwest corner of the F. Opperman 80-1/2 acres. Thence East and along North line of Opperman 80-1/2 acres, 1000 varas more or less, to place of beginning, containing 230 acres, save and excepting from the above described tract, the following portion thereof, heretofore conveyed: (a). 2-1/4 acres in N. E. corner of said tract described in deed from Patrick Kenney to Michael Hannon dated December 15th, 1885, recorded in Volume 44, page 73, Deed Records Bexar County, Texas. (b). 99 acres, more or less, described in deed from Patrick Kenney and wife to J. J. Kenney

dated August 17th, 1909, and recorded Volume 319, page 289 of Bexar County Deed Records, leaving unsold in this tract 101.75 acres, more or less. ~~Fifth Tract:~~ Twenty (20) acres, more or less, in said Clemente Bustillo survey, described as follows: Beginning at the Southwest corner of North half of said survey; thence North 594 varas; thence East 157-1/2 varas; thence South 594 varas; Thence West 157-1/2 varas to beginning, save and except the following tracts heretofore conveyed: (a). 5-3/4 acres described in deed from Pat Kenney to F. Opperman dated August 10th, 1881, recorded Volume 12, page 338, Bexar County Deed Records. (b). 1587-1/2 square varas of land described in deed from Pat Kenney to Elm Creek Cornet Band dated March 29th, 1884, recorded Volume 35, page 624, Bexar County Deed Records. (c). 1/4 acre described in deed from Pat Kenney to P. H. Kenney dated May 29th, 1907, recorded in Volume 268, page 242, Bexar County Deed Records. (d). 1 acre described in deed from Pat Kenney and wife to J. A. Matthews, dated November 24th, 1885, recorded Volume 44, page 69, Bexar County Deed Records. (e). 2 acres, described in deed from Patrick Kenney to Bexar County dated August 24th, 1883, recorded Volume 34, page 6, Bexar County Deed Records. (f). A tract described in deed from Pat Kenney to Trustees of School District #33, dated September 1st, 1905, recorded in Volume 241, page 535, Bexar County Deed Records. (g). 1-1/2 acres described in deed from Patrick Kenney to Jno. Conoly dated October 18th, 1893, recorded Volume 128, page 272; Bexar County Deed Records. (h). Tract described in deed from Pat Kenney to Bexar County, dated September 13th, 1901, recorded in Volume 195, page 578, Bexar County Deed Records. It being the intention to include in the foregoing description any and all properties owned by the undersigned in either of the three surveys mentioned, whether same be herein specifically described, or not. TO HAVE AND TO HOLD unto the said lessee, its successors and assigns, for the term and under the provisions, as follows, to-wit: FIRST. There is hereby expressly granted to said lessee the right at any time before the expiration of twelve (12) months from August 8th, 1917, to begin operations of drilling a well for oil or gas on said premises, and also the right to extensions of time in which to begin such operations, for successive periods of six (6) months, on condition that the said lessee shall, on or before the first day of each such respective six months period pay to lessor, or deposit to lessor's credit in the D. and A. Oppenheimer Bank of San Antonio, Texas, the sum of Three Hundred and Six (\$306.00) Dollars; provided, that if such payment shall not be made on or before the first day of each such respective six months period, then and on such default, this lease shall wholly determine; and provided, further, that these successive periods in which the right may be acquired to begin the operation of drilling a well in search of oil or gas, shall not exceed in the aggregate five (5) years from August 8th, 1917; and if such operations shall not be begun on or before the expiration of said five (5) years from August 8th, 1917, then this lease shall wholly determine. SECOND. If said lessee shall avail itself of the right herein granted and begin operations of drilling a well on said premises, then from and after the beginning of such operations said lessee shall not be required to make any further money payments hereunder; provided, however, if the said lessee shall begin such operations of drilling a well, but shall fail to prosecute such operations with reasonable diligence, then this lease shall become of no effect. If the lessee shall begin such operations of drilling a well either within the fixed twelve months period from August 8th, 1917, or within any extension period for which lessee may have paid as above provided, then said lessee shall have the right to make as many attempts to find oil or gas as lessee pleases, and to continue the exercise of such right as long as lessee pleases, even beyond said term of five (5) years from August 8th, 1917; provided, only, such attempts shall be successive in the sense that until oil or gas be found not more than sixty days shall elapse between the cessation or abandonment of work on one well and the beginning of work on

another. THIRD. If, in the exercise of the right hereby conferred, oil or gas be found in paying quantities on said land, then the lessee shall deliver as royalty to said lessors, free of expense, one-eighth (1/8) part of the oil saved from that produced; such delivery to be made either in tanks with connection by lessors provided, or into any pipe line that may be connected with the well; and if any well on said premises produces gas in paying quantities, and such gas is used or marketed off the premises by said lessee, then the said lessors shall be paid at the rate of One Hundred (\$100.00) Dollars per year for each and every such well, such payments to be made at the end of each such year. FOURTH. If, as a result of any exploration under this contract, any other minerals than oil or gas shall be found in quantities deemed by the lessee to be paying, then lessee shall have the right to mine for and produce same, paying to the lessors, what, under all circumstances, may be reasonable royalty. FIFTH. It is expressly declared that if oil, gas or other minerals, or any of them, be found in paying quantities, then the said lessee shall become at once vested with the exclusive right to produce the same, and any and all of same, as long as any one of said minerals can be produced in paying quantities. SIXTH. It is agreed that without the written consent of both parties hereto, no well shall be drilled within three hundred (300) feet of the present buildings on said premises, and that the use of the surface of the land is hereby granted only so far as may be necessary to conduct mining operations, including the saving, storing and transporting the minerals. SEVENTH. It is further provided that if oil or gas or other minerals in paying quantities shall be found, and the lessee, its successors or assigns hereunder, should conclude that it or they do not desire to operate longer under this lease, then the right is conferred to surrender the same upon payment of One Hundred (\$100.00) Dollars to the lessors, and such right of surrender shall also confer the privilege of removing from said premises any and all materials placed thereon by said lessee, its successors and assigns. EIGHTH. It is further agreed that all the conditions and terms herein shall extend to the heirs, executors, legal representatives, successors and assigns, of the parties hereto. Gulf Production Company on the 8th day of August, 1917, paid to the said lessors, the sum of Six Hundred and Twelve (\$612.00) Dollars, the receipt whereof is hereby acknowledged, and which payment is received in full satisfaction of any and every right hereby granted, including the right to extend the privilege of exploration of said land. This lease is executed in lieu of and to take the place of another lease executed by Pat Kenney and wife, Rosa Kenney to Gulf Production Company, dated August 8th, 1917, which was intended to cover same property and to grant the same privileges and to impose the same terms and conditions as herein specified, and all rights of the parties are to be governed hereby. Witness the signatures of the parties hereto this the 4th day of Oct. A. D. 1917.

Witness to signature by mark.

W. Kenney.

M. Wanke.

His
Pat x Kenney.
mark

Her
Rosa x Kenney.
mark

Lessors.

Gulf Production Company,

By Douglass Lanier,

Agent.

Lessee.

THE STATE OF TEXAS,)

County of Bexar.)

BEFORE ME, THE undersigned authority, on this day personally appeared Pat Kenney and wife, Rosa Kenney, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same

for the purposes and consideration therein expressed; and the said Rosa Kenney, wife of the said Pat Kenney, having been examined by me privily and apart from her said husband and having the same fully explained to her, she, the said Rosa Kenney, acknowledged such instrument to be her act and deed and 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 on this the 4th day of Oct. A. D. 1917.

W. Kenney,

(SEAL)

Notary Public in and for Bexar County, Texas.

THE STATE OF TEXAS,)

County of Harris.

County of Harris.) BEFORE ME, the undersigned authority, on this day personally ap-
 appeared Douglass Lanier, known to me to be the person whose name is subscribed to the fore-
 going instrument as agent of the Gulf Production Company, and acknowledged to me that he
 executed the same for the purposes and consideration therein expressed, and as the act and
 deed of said Company. Given under my hand and seal of office on this the 8th day of Octo-
 ber, A. D. 1917.

Fred O. Oberwetter.

(SEAL)

Notary Public in and for Harris County, Texas.

Filed for record Oct. 26th, 1917, at 12:00 o'clock M.

Recorded Nov. 2nd, 1917, at 9:30 o'clock A. M.

Frank R. Newton, County Clk., Bexar Co., Texas, by A. H. Coates, Deputy.

0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0

#109321

QUIT-CLAIM DEED.

August Borgfeld, et al.

Wiley Priest, et al.

STATE OF TEXAS,)

County of Bexar.

County of Bexar.) KNOW ALL MEN BY THESE PRESENTS, that WHEREAS, by Deed dated Sept. 15, 1905, filed Dec. 26, 1905, and recorded in Vol. 245, page 78 of the Deed Records for Bexar County, Tex., here referred to, August Borgfeld, and wife, Bertha Borgfeld, did grant, sell, and convey to Emil Maurer, those certain 810 acres of land situated in Bexar County, Texas, generally known and described as a part of the Francisco Farias Grant, Survey No. 15, for one League of land, subject, however, to a Vendors Lien thereon for, approximately, \$4100.00 against which said Borgfeld and wife did not warrant said title; and WHEREAS, as a part of the consideration for said conveyance and the said lands therein conveyed by Borgfeld and wife to Maurer, the said Emil Maurer did grant, sell and convey to said August Borgfeld, and wife, Bertha Borgfeld, by deed dated Sept. 15, 1905, which it is believed is duly of record in the Deed Records of Guadalupe County, Texas, certain real-estate, situated in the town of Marion, Guadalupe County, Texas; and WHEREAS, some question has been raised as to the sufficiency of the title to said 810 acres of land in Bexar County, Texas, which passed from Borgfeld and wife to Maurer, as above-stated, for the reason that failure, or partial failure, of the title to the real-estate, in Marion, Guadalupe County, Texas, which Maurer conveyed to Borgfeld and wife, might enable Borgfeld and wife to attack the validity of the sale of said 810 acres of land in Bexar County, which they conveyed to Maurer, as above-stated; and WHEREAS, certain portions of the above-described 810 acres of land have passed, by regularly, recorded, chain of transfers, to Wiley Priest, and certain other portions of said 810 acres of said land above-described have passed by regularly, recorded, chain of transfers to other persons. NOW THEREFORE, for and in consideration of \$1.00 to us in hand paid by Wiley Priest, receipt of which we hereby acknowledge, and for the further purposes of releasing and cancelling any and all rights which we may have to claim any right, title, claim or interest into any part or portion of said 810 acres of land, and with the intent and purpose to waive and release any and all right that we might have to rescind the said sale, trade, or exchange