

of Bexar State of Texas, did on the 25th day of March, A. D. 1933 by deed of that date duly recorded in the Records of Deeds in Bexar County, Volume 1349 page 255 Grant, Sell and Convey to James F. Petersen and wife, Willie M. Peterson, of the County of Bexar State of Texas, the following ^{described} ⁽¹⁵⁾ property to-wit: Lot No. Sixteen/ containing one acre, in Block No. Twenty (20), of the Lady of the Lake Gardens, per plat and map thereof duly filed and of record in the Deed Records of Bexar County, Texas, Book 368 (used for plats), page 143, and said land and premises being in Bexar County, Texas, and did in said deed retain a Vendor's Lien on the property so Granted, Sold and Conveyed, to secure the payment of part of the purchase money mentioned in said deed as follows, to-wit: A Vendor's lien promissory note in the sum of \$436.41, bearing even date with above mentioned deed, payable to the order of the said J. E. Thompson and Minnie M. Thompson, at the National Bank of Commerce of San Antonio, Texas, and signed by said James F. Petersen and Willie M. Peterson, payable in, installments of \$15.00 or more monthly, beginning April 25, 1933, with usual attorney's fee clauses. And, Whereas, said Vendor's Lien note given as aforesaid for part purchase money of said property has been paid to J. E. Thompson and Minnie M. Thompson, the legal and equitable holder and owner of said note. NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS; That we, the said J. E. Thompson and Minnie M. Thompson the present legal and equitable owners and holders of said Vendor's Lien note above mentioned, do hereby release, discharge and quit-claim unto the said James F. Petersen and Willie M. Petersen, heirs and assigns, all the right, title, interest and estate in and to the property above described, which we have or may be entitled to by virtue of being the owner of said Vendor's Lien note and hereby declare said property released and discharged of all liens created by virtue of said Vendor's lien note above described. WITNESS our hands this 31st day of August A. D. 1937.

The State of Texas:
County of Bexar:

J. E. Thompson

Minnie M. Thompson

Before me, the undersigned authority, on this day personally appeared J. E. THOMPSON AND MINNIE M. THOMPSON, his wife, both known to me to be the personse whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and considerations therein expressed, and the said Minnie M. Thompson, wife of the said J. E. Thompson, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Minnie M. Thompson, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and considerations therein expressed, and that she did not wish to retract it. GIVEN under my hand and seal of office, this the 31st day of August, A. D. 1937.

A. A. Blondin Notary Public
in and for Bexar County, Texas.

SEAL

Filed for record Sept. 1, 1937 at 9:29 A.M. Albert G. Trawalter, Co. Clk. Bexar Co., Texas.
by Frank R. Newton, Jr., Deputy and recorded Sept. 2nd, 1937 at 1:30 P.M.
Albert G. Trawalter, Co. Clk. Bexar Co., Texas. By Hattie Schurgmann Deputy

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No. 136000

J. A. KENNEY, ET AL

LEASE AGREEMENT

E. S. ORGAIN

THE STATE OF TEXAS:

COUNTY OF - - - - : This contract, made and entered into this the 14th day of August, A. D. 1935 by and between J. A. Kenney, Annie Kenney, Texas Caruthers and wife, Maggie Caruthers of Bexar County, Texas, hereafter called Lessors and E. S. Orgain of Bastrop County, Texas, hereafter called Lessee, Witnesseth: 1st. For and in consideration of the sum of One Dollar cash to us in hand paid by the said E. S. Orgain, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter mentioned, We, the Lessors, have Granted, Demised, Leased and Let, and by these presents do Grant, Demise, Lease and Let

unto the said LESSEE, his heirs and assigns, The Exclusive Mining Right Through said Land as herein provided, For the purpose of prospecting, operating, excavating and mining the same, and it is agreed that Lessee, or their agents or employees shall have the exclusive right to enter upon this premises at all times during the term of this lease, and Build, erect, Construct and maintain thereon all Buildings, houses, barns, fences, storage places, sheds, Train-ways---, shafts, make roadways and equip them for the transportation of cars, vehicles or foot passengers. All Roadways passing through or crossing fences shall have gates or provided with ordinary cattle guard and all tenant or camp houses to be located on the North side of the Railroad Spur Track Should Any Tenant or Camp Houses be Placed On The Land hereafter described. To install and equip such merchandise or other apparatus, appliances or equipment such as construction of railroad tracks on to, across and off of said Land for transportation facilities and construction of lines of communication thereon, and anything that he may deem necessary or convenient for the economical mining, loadings, storing, removing, transporting, shipping and marketing Lignite or Coal from all that certain tract and parcel of land situated in Bexar County, Texas, described as follows, to-wit: The North one-half of Tracts Four, Five, and Six and or any Part of Tracts Four and Five that may contain Coal or Lignite underlying the same, all said land situated in Bexar County, Texas and reference is here made to the division of the Pat Kenney Estate for further description. TO HAVE AND TO HOLD subject to the conditions hereinafter stated, The above described premises unto the said Lessee, his heirs and assigns for and during the full term of twenty five years from the date hereof, for the purposes herein stated, with the privilege of renewing this lease for the like period of time on the terms herein stipulated. 2nd. LESSEE agrees to pay to the LESSORS at the Frost National Bank of San Antonio, Texas, the sum of five cents per long ton of 2240 pounds for each long ton of lignite or coal mined and sold from said premises, the basis of weight to be screened lignite or coal, excluding slack, and should the LESSEE dispose of any slack Lignite or coal from said premises then Lessee shall pay to the Lessor the sum of fifty cents per railroad car of fifty tons for such black lignite or coal so sold, and the said Lessee hereby agrees and binds himself to keep an accurate record of all weights of lignite or coal mined and sold by them and of all cars of slack lignite or coal sold by them from said premises, and to have same accessible and to permit Lessors or their agent to inspect same at any time, and it is agreed that settlement shall be based and made upon the weights of the lignite or coal as weighed upon the railroad track scales of the Missouri Pacific Railroad Company. All royalties hereunder and to be paid on or before the 20th day of each succeeding month. 3rd. It is fully understood and agreed that the Lessee shall have ingress and egress over and across any part of said lands and premises and shall have the right to build and erect roads and railway tracks over and across said lands and premises to the place or places of mining for the purpose of operating such mine or mines as may be necessary therefor, and it is further agreed and understood that the Lessee shall have the right of way for roads and railway tracks over and across any part of said lands and premises for the full term of this lease for the purpose of operating lignite or coal mine or mines. 4th. It is further agreed and understood that at the termination of this lease all buildings, machinery, railroad tracks and other improvements of whatsoever kind, placed on said lands and premises by LESSEE or his employees, shall remain in the property of the Lessee, and he shall ^{have} the right to remove the same from said premises and shall have a reasonable time of one year in which to remove the same. 5th. It is agreed that in case this lease should be rendered Null and Void by failure with the LESSEE to comply with the Terms hereof the buildings, machinery, railroad tracks, and other improvements of whatsoever kind, placed on said lands and premises by LESSEE, shall remain nevertheless the property of the

LESSEE, and he may remove the same therefrom within the reasonable time provided, provided that at the time of removal of said property the Lessee shall not be indebted to LESSORS in any amount as to royalties on lignite or coal mined and sold from said premises of LESSEE.

6TH. ANY FAILURE on the part of the Lessee to comply with any of the terms, conditions and stipulations contained in this lease, Shall at the option of the LESSORS render this lease for any and all purposes stated herein null and void, and in that event all the land herein leased shall revert to the LESSORS. If no mine be commenced and coal or lignite not be produced in paying quantities, on or before one year from the date thereof, then this lease shall terminate for all purposes. In the event operations are commenced and lignite or coal is produced in paying quantities, as herein before stipulated, but the supply of lignite or coal shall be exhausted or can not be produced in paying quantities or mined at a profit, before the expiration of the full term of this lease, to-wit 25 years, then this lease shall terminate and Lessee released from further payments of any kind. SUBJECT TO the foregoing clause of this paragraph this lease for all purposes shall continue in full force and effect for a term of TWENTY FIVE YEARS FROM THE DATE HEREOF. 7th. LESSEE shall have the right and privilege of free use of water from said premises and the right to dig or bore such well or wells as may be necessary to obtain water. LESSEE shall have the right to remove timber or three when the same obstructs railroad right of way or when timber is on a Location where a structure is to be built or improvements to be made. 8th. LESSORS AGREE TO HOLD LESSEE HARMLESS from any damage to any portion of said land by reason of surface caves or any other condition resulting from mining or transportation of lignite or coal. THE LESSEE shall have the right to transfer and assign this lease at any time during the terms hereof or to underlet the premises or any part thereof. 9th. It is agreed that any disputes that may arise between the parties hereto as to the construction of the contract and lease or any of its terms, the same shall be submitted to the arbitration and determined by three arbitrators, one to be selected by each of the parties hereto, and the two so selected to select a third arbitrator, and the decision of said arbitrators shall be final and binding upon all parties hereto and no appeal shall lie from same. 10th. All the covenants and agreements herein set forth between the parties hereto shall extend to their successors, heirs, executors, administrators and assigns. This lease and contract is signed in duplicate this the 14th day of August A. D. 1935. All erasures made before signature.

J. A. Kenney

Annie Kenney

Maggie Caruthers

Lessors

Texas Caruthers

Lessors

E. S. Orgain

Lessee

THE STATE OF TEXAS:
COUNTY OF BEXAR:

Before me, the undersigned authority, on this day personally appeared J. E. Kenney, Annie Kenney, and Texas Caruthers 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 14th day of Aug. A. D. 1935.

SEAL

W. H. Koehler Notary Public
in and for Bexar Co. Texas.

THE STATE OF TEXAS:
COUNTY OF BEXAR:

Before me, the undersigned authority, on this day personally appeared Maggie Caruthers, wife of Texas Caruthers, known to me to be the person whose name is subscribed to the foregoing to the foregoing instrument and having the same fully explained to

her, the said Maggie Caruthers 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 this the 14th day of Aug. A. D. 1935.

W. H. Kohler Notary Public
in and for Bexar Co. Texas.

SEAL

THE STATE OF TEXAS:

COUNTY OF BEXAR: Before me, the undersigned authority, on this day personally appeared E. S. Orgain, 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 14th day of Aug. A. D. 1935.

SEAL

W. H. Kohler Notary Public
in and for Bexar Co., Texas.

Filed for record Sept. 1, 1937 at 12:50 P. M. Albert G. Trawalter, Co. Clk. Bexar Co., Texas.
By Frank R. Newton, Jr., Deputy and recorded Sept. 2nd, 1937 at 2:50 P.M.
Albert G. Trawalter, Co. Clk. Bexar Co., Texas. By Mattie Schwegmann Deputy

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No. 136029

CHARLES A. SALTER

quitclaim deed

E. W. JONES

THE STATE OF TEXAS:

COUNTY OF BEXAR: KNOW ALL MEN BY THESE PRESENTS: That I, Charles A. Salter, of Bexar County, Texas, owning, claiming and occupying as a homestead property other than that hereinafter described and conveyed, for and in consideration of the sum of TEN (\$10.00) DOLLARS cash in hand paid to me by E. W. Jones, and other good and valuable considerations, the receipt of which is hereby acknowledged and confessed. Have QUIT-CLAIMED, RELEASED AND RELINQUISHED and by these presents do hereby QUIT-CLAIM, RELEASE and RELINQUISH unto the said E. W. Jones of Bexar County, Texas, all of my right, title, interest ^{claim} and deed of whatsoever kind and character in and to a certain tract of land situated in the Counties of Atascosa and Bexar, State of Texas, bounded and described as follows: All of the Enoch Jones Survey No. Seven Hundred Eleven (711), abstract number Twelve Hundred Eighty-one (1281), Certificate number Ten (10), Patent Number Three Hundred Sixty-nine (369), Volume Number Nine (9), situated in Atascosa and Bexar Counties, State of Texas. TO HAVE AND TO HOLD, the above described property and premises, together with all and singular all right, title, interest, estate, claim and demand in and to the hereditaments and appurtenances thereto belonging, or in anywise pertaining; unto the said E. W. Jones, his heirs and assigns FOREVER EXECUTED at San Antonio, Texas, this the 21st day of April, A. D. 1937.

THE STATE OF TEXAS:
COUNTY OF BEXAR:

Charles A. Salter
Charles A. Salter

BEFORE ME, the undersigned authority, on this day personally appeared

Charles A. Salter, 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 21st day of April, A. D. 1937.

SEAL

Guy Bonham Notary Public
in and for Bexar County, Texas.

Filed for record Sept. 1, 1937 at 3:12 P.M. Albert G. Trawalter, Co. Clk. Bexar Co., Texas.
By Frank Browning, Deputy and recorded Sept. 2, 1937 at 3:00 P.M.
Albert G. Trawalter, Co. Clk. Bexar Co., Texas. By Mattie Schwegmann Deputy

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No. 136030

J. A. GARLAND, ET AL

QUIT-CLAIM DEED

E. W. JONES

THE STATE OF TEXAS:
COUNTY OF BEXAR:

KNOW ALL MEN BY THESE PRESENTS: THAT WE, J. A. Garland and wife Erma Garland, of Bexar County, Texas, for and in consideration of the sum of TEN (\$10.00) Dollars cash in hand paid to us by E. W. Jones and other good ^{and} valuable considerations, the receipt of