

boundary line of the P. W. Humphrey 100-acre tract, the south corner of a 1.86 acre tract out of said Humphrey 29-acre tract, conveyed by the Guaranty Title & Trust Company, Trustee, to Mrs. Mary B. Blucher by deed dated March 5, 1934, as of record in the Deed Records of Nueces County, Texas, in Volume 210 at page 149, for the west corner of this tract, whence a cedar post, the west corner of said Humphrey 29-acre tract and of said Blucher 1.86-acre tract, and north corner of said Humphrey 100-acre tract, bears N. 58 deg. 45' W. 176.20 feet; THENCE N. 31 deg. 15' E. with the southeast boundary line of said Blucher 1.86 acre tract, 100 feet, more or less, to a point in the southwest boundary line of the right-of-way of the San Antonio, Uvalde & Gulf Railroad for the north corner of this tract; THENCE in a southeasterly direction with said southwest boundary line of the right-of-way of the San Antonio, Uvalde & Gulf Railroad, 1100 feet, more or less, to a point in the northwest boundary line of a public road known as Nueces Bay Boulevard for the east corner of this tract, being 40.00 feet distant to the northwestward, measured at right angles, from the southeast boundary line of said Humphrey 29-acre tract; THENCE S. 31 deg. 15' W. with the said northwest boundary line of Nueces Bay Boulevard and parallel with said southeast boundary line of the Humphrey 29-acre tract, 155 feet, more or less, to an iron pipe, the east corner of an 87.22-acre tract, out of said Humphrey 100-acre tract, for the south corner of this tract, whence the south corner of said Humphrey 29-acre tract and east corner of said Humphrey 100-acre tract, bears S. 58 deg. 45' E. 40.00 feet; THENCE N. 58 deg. 45' W. with said southwest boundary line of the Humphrey 29-acre tract and northeast boundary line of the Humphrey 100-acre tract, 1099.67 feet to the place of beginning; containing an area of 3.17 acres, more or less. TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in any wise belonging, unto the said Barnsdall Oil Company, its successors or assigns, forever. And I do hereby bind myself, my heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Barnsdall Oil Company, its successors and assigns, against every person whomsoever, lawfully claiming or to claim the same, or any part thereof. WITNESS MY HAND this 9 day of February, A. D. 1937.

(I. R. S. 506 M. L. 2/19/37)

Moe Leven

THE STATE OF TEXAS :

COUNTY OF NUECES | BEFORE ME, the undersigned authority, on this day personally appeared Moe Leven, 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 9th day of February, A. D. 1937.

(Nueces Co., Tex. U. S.)

Mrs Catherine McGracken, Notary
Public--Nueces County, Texas.

RECORDED: Filed For Record At 10 o'clock P. M. Feb. 24, 1937. Henry E. Gouger Clerk, County Court, Nueces Co., Tex. By H. D. Rudolph, Deputy.

RECORDED: The 26th day of Feb. A. D. 1937 At 2:30 P. M. Vol. 228, Pages 152-153. Henry E. Gouger, County Clerk. By *Justice Blunz* Deputy.

No. 113107

THE STATE OF TEXAS, |

COUNTY OF NUECES | I KNOW ALL MEN BY THESE PRESENTS: That West Securities Company, a Texas corporation with its domicile in the City of Houston, Harris County, Texas, hereinafter

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called grantor, acting herein through its duly authorized officers, for the considerations hereinafter mentioned to it paid and secured to be paid by Barnsdall Oil Company in the manner hereinafter mentioned, has GRANTED, BARGAINED, SOLD, and CONVEYED, and by these presents does GRANT, SELL, and CONVEY unto the said Barnsdall Oil Company, a Delaware corporation, hereinafter called grantee, all that certain tract of land, containing 87.22 acres out of the P. W. Humphrey 100-acre tract situated in Nueces County, Texas, about one and one-half miles West of the County Courthouse, known and described as follows, to-wit: BEGINNING at a cedar post, the north corner of the P. W. Humphrey 100-acre tract, the west corner of the P. W. Humphrey 29-acre tract and the east corner of the J. Benton Johnson 40-acre tract, for the north corner of this tract; THENCE S. 58° 45' E., with the northeast boundary line of said Humphrey 100-acre tract and southwest boundary line of said Humphrey 29-acre tract, 1275.87 feet to an iron bar in the northwest boundary line of a public road known as Nueces Bay Boulevard, for the east corner of this tract, whence the east corner of said Humphrey 100-acre tract and south corner of said Humphrey 29-acre tract, in the center of said Nueces Bay Boulevard, bears S. 58° 45' E. 40 feet; THENCE S. 31° 15' W., with said northwest boundary line of Nueces Bay Boulevard, parallel with and 40 feet distant, measured at right-angles to the northwestward, from the southeast boundary line of said Humphrey 100-acre tract, 2616.42 feet to a cedar post, the east corner of a tract of land, known as the Minnie T. Meuly tract, out of said Humphrey 100-acre tract, for a south corner of this tract; THENCE N. 58° 45' W., with the northeast boundary line of said Minnie T. Meuly tract, 660 feet to an iron pipe, the north corner of said Minnie T. Meuly tract, for a corner of this tract; THENCE S. 31° 15' W. with the northwest boundary line of said Minnie T. Meuly tract, 692.13 feet to an iron pipe in the southwest line of said Humphrey 100-acre tract and northeast boundary line of a tract now subdivided and known as Baymoor Addition, the west corner of said Minnie T. Meuly tract, for a south corner of this tract; THENCE N. 55° 53' W., with the southwest boundary line of said Humphrey 100-acre tract and northeast boundary line of said Baymoor Addition, 642.19 feet to a cedar post, the west corner of said Humphrey 100-acre tract and south corner of a tract known as the Compton tract, for the west corner of this tract; THENCE N. 31° 41' 45" E., with the northwest boundary line of said Humphrey 100-acre tract and southeast boundary line of said Compton tract and of said J. Benton Johnson tract, 3270.5 feet to the place of beginning, containing an area of 87.22 acres; being one of the tracts of land conveyed to South Texas Lumber Company by Sewall Myer, Administrator de bonis non with the will annexed of the Estate of R. E. Brooks, deceased, by deed dated January 29th, 1935, recorded in Volume 212, on pages 618-620, of the Deed Records in the office of the County Clerk of Nueces County, Texas, to which deed and the record thereof reference is here made for all purposes. Grantor herein reserves and excepts from this conveyance for itself, its successors and assigns, a royalty equal to one-sixteenth (1/16) of all of the oil, gas, and other minerals which the grantee, its successors or assigns, may at any time hereafter elect to produce from the lands herein conveyed, the same to be delivered at the surface, free of cost to grantor, to the pipe line or other receptacle where the balance of production is delivered. Grantee, its successors or assigns, shall not be obligated to drill, explore, or develop the lands herein conveyed, for oil, gas, or other minerals unless it elects to do so, and its failure to drill or explore said lands shall not give grantor the right to claim damages against it, or the right to enforce or have drilling or exploration thereon because of the failure of the grantee herein to do so; but if the grantee, its successors or assigns, does elect to drill or explore said lands at any time and it discovers and produces oil, gas, or other minerals therefrom, then grantor herein, its successors or assigns, shall receive the royalty herein reserved. TO HAVE AND TO HOLD the above described lands and premises, together with all and singular the

rights and appurtenances thereto in anywise belonging, unto the said Barnsdall Oil company, its successors and assigns, forever; and West Securities Company does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the said lands and premises unto the said Barnsdall Oil Company, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof; subject to the lien securing payment of the purchase money notes hereinafter mentioned; it being understood and agreed that all taxes against said property for the year 1937 are to be assumed and paid by grantee herein. Of the consideration hereinbefore mentioned, the sum of Ten (\$10.00) Dollars, and other good, valid and valuable considerations have this day been paid to grantor, the receipt of which is hereby acknowledged, and the remaining consideration of Seventy-seven Thousand, Two Hundred Twenty and 00/100 (\$77,220.00) Dollars is evidenced by ten (10) certain promissory purchase money notes, of even date herewith, each for the principal sum of Seventy-seven Hundred Twenty-two and 00/100 (\$7722.00) Dollars, each executed and delivered by Barnsdall Oil Company and payable to the order of West Securities Company, at its office in Houston, Texas, one, two, three, four, five, six, seven, eight, nine, and ten years, respectively, after date thereof, each note bearing interest from date until maturity at the rate of five per cent (5%) per annum, the interest payable semi-annually, as it accrues, and providing for ten per cent (10%) interest on past due principal and interest, and containing clause accelerating the maturity thereof, at the option of the owner thereof, in the event of failure to pay any installment of principal or interest on said notes, or either of them, when due, and also contains the usual ten per cent (10%) attorney's fee clause. Grantee herein shall have the ^{option} after three years from date hereof, to pay the principal and interest owing on notes Nos. 7 to 10, inclusive, of said series of notes, on any interest-paying date, by giving to the holder of said notes at least thirty (30) days prior written notice of its intention to pay the unpaid balance of principal and interest thereon. It is expressly understood and agreed that the vendor's lien and superior title is hereby retained against said lands and premises herein conveyed, to secure the prompt and punctual payment of the purchase money notes above described, according to their tenor and effect, and, as additional security for the payment of said notes, the said Barnsdall Oil Company has executed a deed of trust, bearing even date herewith and containing powers of sale, to J. A. Platt, Trustee, against said lands and premises. IN WITNESS WHEREOF, West Securities Company has caused its corporate name to be hereunto subscribed by T. H. Monroe, its President, its corporate seal affixed and attested by W. H. Skipwith, its Secretary, at Houston, Texas, on this the 10th day of February, A. D. 1937.

WITNESSES: W. H. Skipwith, Secretary.

(Corp Seal)

(I. P. 3,387.50 W. S. Co. 2/19/37)

(State Tax 57:10 W. S. Co)

THE STATE OF TEXAS,)

WEST SECURITIES COMPANY,

BY T. H. Monroe, President.

COUNTY OF HARRIS [BEFORE ME, the undersigned authority, on this day personally appeared T. H. Monroe and W. H. Skipwith, known to me to be the persons and officers whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same as the act and deed of West Securities Company, a corporation, for the purposes and consideration therein expressed. GIVEN under my hand and seal of office, on this the 10th day of February, A. D. 1937.

(Harris Co., Tex. L. S.)

Myra Hemphill Notary Public,

Harris County, Texas.

RECORDED: DEED: WEST SECURITIES COMPANY TO BARNSDALL OIL COMPANY. Filed For Record at 4:30 o'clock P. M. Feb. 24, 1937. Henry E. Gouger Clerk, County Court, Harris Co., Tex.

By H. D. Rudolph, Deputy.

RECORDED: The 24th day of Feb. A. D. 1937 At 4:45 P. M. Vol. 223, Pages 183-186. Henry D. Gouger, County Clerk. By *Justine Brumby* Deputy.

No 112102

THE STATE OF TEXAS |

COUNTY OF NUECES | KNOW ALL MEN BY THESE PRESENTS: That we, W. E. Brennan and wife, Etta Brennan, of the County of Nueces, State of Texas, for and in consideration of the sum of ONE AND 10/100 (\$1.00) DOLLARS cash to us in hand paid by Thelma Lee Brennan, receipt of which is hereto acknowledged, and the further consideration of the love and affection we bear for our daughter, the said Thelma Lee Brennan, HAVE GRANTED, SOLD AND CONVEYED, and by these presents do Grant, Sell and Convey unto the said Thelma Lee Brennan, a feme sole, of the County of Nueces, State of Texas, all that certain tract, piece or parcel of land, lying and being situated in the County of Nueces, State of Texas, and more particularly described as follows, to-wit: Situated within the city of Corpus Christi, Nueces County, Texas, a part of the Rosalie Charlier 7-acre tract out of the original J. M. Frious 144-acre tract, more particularly described as follows, to-wit: Beginning at a point in the North boundary line of Lipan Street extended, said point being 200 feet N. 88° 25' W. from the intersection of the extension of the West boundary line of Coke Street with the extension of the North boundary line of Lipan Street; Thence N. 1° 35' E. 76 feet; Thence N. 88° 25' W. 100 feet; Thence S. 1° 35' W. 76 feet to the North boundary line of said Lipan Street extended; Thence S. 88° 25' E. with said North boundary line to the place of beginning. TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Thelma Lee Brennan, her heirs and assigns, forever; and we hereby bind ourselves, our heirs, executors and administrators, to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Thelma Lee Brennan, her heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. WITNESSED our hands, this 23rd. day of February, A. D. 1937.

W. E. Brennan

Etta Brennan

THE STATE OF TEXAS |

COUNTY OF NUECES | BEFORE ME, the undersigned authority, on this day personally appeared W. E. Brennan, 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 24th day of February, A. D. 1937.

(Nueces Co., Tex. L. S.)

Opha Akin Lea, Notary Public,
Nueces County, Texas.

THE STATE OF TEXAS |

COUNTY OF NUECES | BEFORE ME, the undersigned authority, on this day personally appeared Etta Brennan, wife of W. E. Brennan, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Etta Brennan, 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 24th day of February, A. D. 1937.

(Nueces Co., Tex. L. S.)

Opha Akin Lea, Notary Public,
Nueces County, Texas.