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THE STATE OF TEXAS,  
COUNTY OF HARRIS

1054482

KNOW ALL MEN BY THESE PRESENTS:

That, we, O. J. Spears, and wife, Carrie E. Spears  
hereinafter called Grantor (whether one or more),  
for and in consideration of the sum of Ten and No/100 (\$10.00) DOLLARS, cash  
in hand paid by Claud B. Hamill, hereinafter called Grantee, the receipt of  
which is hereby acknowledged, have granted, sold, conveyed, assigned and de-  
livered, and by these presents do grant, sell, convey, assign and deliver,  
unto the said Grantee an undivided one-half ( $\frac{1}{2}$ ) interest in and to all of the  
oil royalty, gas royalty, and royalty in casinghead gas, gasoline, and royalty  
in other minerals in and under, and that may be produced and mined from the  
following described lands situated in the County of Harris and State of Texas,  
to-wit:

295 acres of land, more or less, being all of the Daniel  
O'Neal Survey, Abstract No. 617, in Harris County, Texas,  
except the following described two tracts:

FIRST TRACT: 15 acres of land being the property des-  
cribed in deed from John M. Cobb to F. M. Carpenter,  
recorded in Vol. 551, Page 160 of Harris County Deed  
Records.

SECOND TRACT: 10 acres of land being the property described  
in deed from O. J. Spears, et ux to L. E. Spears, et ux,  
recorded in Vol. 594, Page 160 of Harris County Deed Records.

together with the right of ingress and egress at all times for purpose of mining,  
drilling and exploring said lands for oil, gas and other minerals and removing  
the same therefrom.

Said lands, or portions thereof, being now under oil and gas lease or  
leases, executed in favor of Texas Company, it is understood and agreed that  
this sale is made subject to the terms of said lease or leases, but covers and  
includes one-half ( $\frac{1}{2}$ ) of all the oil royalty, and gas royalty, and casinghead  
gas and gasoline royalty, and royalty from other minerals or products, due or  
to be paid under the terms of said lease or leases only insofar as it or they  
cover the above described land. And it is further understood and agreed that  
notwithstanding the Grantee does not by these presents acquire any right to  
participate in the making of future oil and gas mining leases on the portion of  
said lands not at this date under lease, nor of participating in the making of  
future leases, should any existing or future leases for any reason become can-  
celled or forfeited, nor of participating in the bonus or bonuses which Grantor

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herein shall receive for any future lease, nor of participating in any rental to be paid for the privilege of deferring the commencement of a well under any lease now or hereafter;

NEVERTHELESS, the Grantor nor the heirs, administrators, executors and assigns of the Grantor shall make or enter into any lease or contract for the development of said land or any portion of same for oil, gas or other minerals, unless each and every such lease, contract, leases or contracts, shall provide for at least a royalty on oil of the usual one-eighth to be delivered free of cost in the pipe line, and a royalty on 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 one-sixteenth (1/16) 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 one-sixteenth (1/16) 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 undivided one-sixteenth (1/16) 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 himself and his 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 signature, this the 21 day of October, A. D. 1952.

O. J. Spears  
O. J. Spears

Carrie E. Spears  
Carrie E. Spears

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared O. J. Spears and Carrie E. Spears, 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 Carrie E. Spears, wife of the said having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Carrie E. Spears 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 21 day of October

[Signature]  
Notary Public in and for Harris County, Texas



Filed for Record Oct 22 1952 at 2:00 o'clock P.M.

Recorded Dec 8 1952 at 8:12 o'clock A.M.

W. D. MILLER, Clerk County Court, Harris County, Texas.

BY Lillian Hankins Deputy