

Filed this for record this the 18th day of May A.D. 1928 at 10:30 o'clock A.M.  
 Recorded this the 15th day of May A.D. 1928 at 9:56 o'clock A.M.

*Hettie Roach*  
 Clerk County Court Menard County,  
 Texas.

MINERAL DEED.

THE STATE OF TEXAS/  
 COUNTY OF MASON. / KNOW ALL MEN BY THESE PRESENTS:

THAT I, Max Martin of Mason County, State of Texas, hereinafter called Grantor (whether one or more), for and in consideration of the sum of Ten & no-100 Dollars (\$10.00) cash in hand paid by Chas. Petit, of Dallas Texas hereinafter called Grantee (whether one or more), the receipt of which is hereby acknowledged, have granted, bargained, sold, conveyed, transferred, assigned, set over and delivered, and by these presents do grant, bargain, sell, convey, transfer, assign, set over and deliver unto the said Grantee the following described property, rights and interests, to-wit:.....

an undivided seven-eighths (7/8) interest in and to

All the oil and gas and oil and gas rights and other minerals and mineral rights in and under and that may be produced from the following described lands, situated in the Counties of Mason, Menard and McCulloch and State of Texas, to-wit:

SURVEY NO.	ABSTRACT NO.	CERTIFICATE	ORIGINAL GRANTEE	ACRES
256	100	45	Julius Schrendt	766.25
14	163	403	P.F. Cavron	320
71	164	403	P.F. Cavron	234
63	208	73	F.W. Dobritz	320
72	210	388	F. Doebler	208
13	209	388	F. Doebler	320
82	211	560	Casper Dantz	284
251	296	309	Edward Forche	320
64	351	81	Edward Glass	320
115	382	1/420	G.W.T & P.Ry. Co.	320
21	410	74	Christian Hartmann	320
22	411	74	Christian Hartmann	320
246	417	130	H. Heymann	160
248	418	130	H. Heymann	160
247	419	130	H. Heymann	160
189	457	15/3087	H. & G.N. Ry. Co.	640
939	446	15/3086	H. & G.N. Ry. Co.	640
49	524	16/143	Indianola R.R. Co.	320
47	525	16/144	Indianola R.R. Co.	640
51	526	16/145	Indianola R.R. Co.	320
18	535	335	Philip Junker	320
65	536	791	F. Jacoby	320
262	597	57	Carl Koepsel	160
261	598	57	Carl Koepsel	160
260	599	57	Carl Koepsel	160
263	600	57	Carl Koepsel	160
362	608	61	Wilhelm Knetch	860
264	609	59	F. Wilhelm Koepsel	313
259	620	12/160	John Leisser	168
251 1/2	621	12/160	John Leisser	28
69	667	6/438	Heinrich Muller	230
257	700	231	Heinrich Muller	160
258	701	231	Heinrich Meyer	160
70	755	404	Johan Priess	283
83	760	418	Gottfried Preusser	330
84	759	418	Gottfried Preusser	360
245	699	536	Johan G. Meckels	160
71 1/2	1718	32/3235	H. & T.C. Ry. Co.	320
62	812	76	August Roske	320
17	856	548	Dan H. Sarter	320
35	857	657	August Schuler	117
68	858	657	August Schuler	129
81	859	42	Johan G. Starch	213
361	874	417	Ludwig Schuetz	736
252	910	140	Wilhelm Theiss	160
253	911	140	Wilhelm Theiss	160
255	912	140	Wilhelm Theiss	160
254	913	140	Wilhelm Theiss	160
67	959	41	Johannes Weye	159
605	1166	9	S.A.C. Valley Ditch Co.	428
116	1907	1/420	Elsie Reeves	320
50	1934	16/143	J.P. Yoas	320
20	1970	15/3187	W.H. Howell	383
72 1/2	1838	33/3235	Andrew Alsop	320
118	2003	33/3257	Max Martin	320
440	232	85	Fischer & Miller	157.75
358	1294	229	J. Schukraft	160
357	1265	229	J. Schukraft	160

2232	296	160	Fisher & Miller	30.70
186	1772		F.M. & T.E. McLaughan	174.20
117	662	33/3257	H. & T.C. Ry. Co	306
241	1300	812	Christoph Spengler	311
116	2182	33/3256	Willis Huey	320
75	183	189	Sophie Grama	568
8	510	188	J. Kavelmaher	40
77	605	*20	L. Neeb	130
76	797	189	H. Voges	25.50
250	1359	470	L. Brumme	262
74	1383	387	F.F. Schultze	333
45	1411	16/107	Indianola R.R. Co.	320
305	1463	24	Leona I.A. Ass'n	217.50
12	1475	514	F.W. Seelhorst	320
73	1476	387	F.F. Schultze	248
2	1635	0/162	T.J. Graves	178
160	1443	632	J.J. Dietz	160
163	1444	632	J.J. Dietz	160

The lands herein described and embraced containing an aggregate of 21,096.90 acres, more or less, all of said surveys hereinabove described being herein embraced in their entirety except as to:

Section 17, Abstract 662, Certificate 33/3257,  
 Section 241, Abstract 1300, Certificate 812,  
 Section 116, Abstract 2182, Certificate 33/3256,  
 Section 8, Abstract 510, Certificate 188,  
 Section 76, Abstract 797, Certificate 189,  
 Section 2232, Abstract 296, Certificate 160,  
 Section 186, Abstract 1772,  
 Section 440, Abstract 282, Certificate 85, and the portions of said eight (8) surveys last

mentioned that are hereby embraced are as follows, to-wit:

- (a) All of the West 306 acres of said Survey 117, Abstract 662, Certificate 33/3257;
- (b) All of Section 241, Abstract 1300, Certificate 812, except a certain 9 acre tract out of said survey heretofore conveyed to K. Haby, as follows: Beginning at the Northwest corner of said Survey 241; Thence South 75° 40' East 143 varas to the West line of the Brady-Hext public road; Thence with the West line of said road South 12° West 578 varas; Thence South 35° West 40 varas to the West line of said Survey 241; Thence North with the West line of Survey 241, 620 varas to the place of beginning.
- (c) All of the South 320 acres of Survey 116, Abstract 2182, Certificate 33/3256;
- (d) All of Section 8, Abstract 510, Certificate 188, except a 40 acre tract and an 80 acre tract heretofore conveyed by Max Martin to John F. Harper and Nat Reeves by two deeds dated December 21, 1923, recorded in the Deed Records of Menard County, Texas, in Volume 36, pages 286-8, inclusive to which reference is here made;
- (e) All of Survey 76, Abstract 797, Certificate 189, except five tracts out of said survey heretofore sold by Max Martin to N.H. Coble, C.E. Marsh, A.L. Bierschwale, Nat Reeves, and John F. Harper which deeds are of record, respectively, in the Deed Records of Menard County, Texas, in Vol. 36, pages 261-2, 268-9, 285-6, and 287-8, to which reference is here made;
- (f) A 25.7 acre tract out of Survey 2232, Abstract 296, Certificate 160, being our of the Southeast part of said Survey, and lying East and South of the Brady-Hext Public road; and also a 5 acre tract out of said survey which is more fully described in a deed from K. Haby and husband, E. Haby, to Max Martin, of record in Vol. 78, page 69, of the Deed Records of McCullough County, Texas, to which reference is here made;
- (g) All that part of Survey 186, Abstract 1772, Patent No. 37, Vol. 17, which lies East of the Brady-Hext public road, containing 174.2 acres, more or less; and,
- (h) All that part of Section 440, Abstract 282, Certificate 85, Fisher & Miller, owned by Max Martin, containing 157.75 acres, more or less

It is agreed that no wells will be drilled nearer than a quarter of a mile of the residences on this property without special agreement with grantor herein. It is further understood that this mineral deed is subject to the rights of R.C. Payne and Bruce Yaron under and by virtue of a certain mining lease from Max Martin, dated Dec. 12, 1927, covering some of the lands embraced herein, a copy of said mining lease being hereto attached and marked "Exhibit A".

Together with the right to the Grantee his heirs, executors, administrators and assigns, of

2232	296	160	Fisher & Miller	30.70
186	1772		F.M. & T.E. McHahan	174.20
117	662	33/3257	H. & T.C. Ry. Co	306
241	1300	812	Christoph Spengler	311
116	2182	33/3256	Willis Huey	320
75	183	187	Sophie Gramm	568
8	510	188	J. Kavelmaaher	40
77	605	"20	L. Neeb	130
76	797	189	H. Voges	25.50
250	1359	470	L. Brumme	262
74	1383	387	F.F. Schultze	333
45	1411	16/107	Indianola R.R. Co.	320
305	1463	24	Leona I.A. Ass'n	217.50
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73	1476	387	F.F. Schultze	248
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- (g) All that part of Survey 186, Abstract 1772, Patent No. 37, Vol. 17, which lies East of the Brady-Hext public road, containing 174.2 acres, more or less; and,
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524	16/143	49	I.R.R.Co.	320
525	16/144	47	Do.	640
526	16/145	51	Do.	320
536	335	18	Philip Junker	320
536	791	65	Frederick Jacoby	320
597	59	202	Carl Koepsel	160
598	59	261	Do.	160
599	59	260	Do.	160
600	59	263	Do.	160
608	61	362	Widhelm Knetsch	860
609	58	264	F.W. Koepsel	313
620	12/160	259	Johann Leisner	166
667	498	69	Heinrich Lueller	220
700	231	257	Heinrich Meyer	160
701	231	258	Do.	160
755	404	70	Johann Priess	283
759	418	83	G. Preusser	330
760	418	84	do.	369
812	76	62	August Roske	320
853	548	17	Daniel Sartor	320
857	657	85	August Schuler	117
858	657	68	Do.	129
859	42	81	Johann G. Storch	213
874	417	361	Ludwig Schuetz	736
959	41	67	Johannes Teye	159
1166	9	608	S.A.C. V.Ditch Co.	428
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1934	16/143	50	J.P. Yoas	320
1970	16/3087	20	W.H. Howell	3-3
2003	33/3257	118	Max Martin	320
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1265	229	357	Do.	160
1475	514	12	F.W.Seelhorst	320
1276	387	73	F.F.Schultz	248
1638	0/162	2	T.J. Graves	178

It is agreed that this lease shall remain in force for a term of eight months from this date and as long thereafter as any mineral is produced from said land by parties of the second part in paying quantities.

In consideration of the premises the said parties of the second part covenants and agrees to pay to the party of the first part 10% free of cost on top of ground of all mineral produced and saved from the leased premises.

Said parties of the second part agree that at any time any hole or holes dug by them on said lands are abandoned, to fill same level with the ground so that no livestock of any kind can fall in.

It is understood and agreed by both parties at interest that in case minerals of any kind are found in paying quantity within the above mentioned eight months time that this agreement perpetuate itself only as to the particular survey or part of survey on which the mineral is found so long as same is operated continuously, however this agreement in such an event defers the time of expiration on the balance of said tracts for eight months and so on until all tract are used.

Witness our hands at Mason, Texas, this the 12th day of December, A.D. 1927.

Max Martin  
Party of the first part.  
R.C. Payne,  
Bruce Tadon,  
Parties of the Second Part.

THE STATE OF TEXAS)

COUNTY OF MASON. } I, R.E. Lee, County Clerk in and for Mason County, Texas, do hereby certify that the above and foregoing instrument of writing, dated on the 12th day of March, 1928, with its certificate of authentication and with an Exhibit A thereto attached was filed for record in my office March 19th, A.D. 1928 at 8 o'clock A.M. and duly recorded March 22nd A.D. 1928 at 5 o'clock P.M. in the Deed Records of Mason County, Texas, in Vol. 22 on pages 7, 8, 9, 10 and 11.

Witness my hand and seal of office, at Mason, Texas, this 22nd, day of March, A.D. 1928

(seal)

R.E. Lee  
County Clerk, Mason Co. Texas.

Filed for record this the 14th day of May A.D. 1928 at 10:30 o'clock A.M.  
Recorded this the 15th day of May A.D. 1928 at 4:20 o'clock P.M.

*Hettie Roach*  
Clerk County Court - Menard County, Texas.