

233442

DEEDS

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth
by UNITED DIVERSIFIED, INC.
hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in
County of Montgomery, State of Texas, which is more particularly
described as:

BEING a Tract of land of 161.5604 acres, more or less, out
of the Montgomery County School Land Survey, A-35, Montgomery
County, Texas, and being more particularly described as follows:

Beginning at a 5/8" Iron Rod at the SE corner of Lot
258, Oak Ridge North, Section 2, map of which is recor-
ded in Volume 7, Page 205 of the map records of Montgomery
County, Texas, said Iron Rod also being the SW corner of
Lot 1 of Spring Oaks, Section 1, map of which is recorded
in Volume 7, Page 293 of the said Map Records;

THENCE S 89° 29' 51" E, with the South line of said Spring
Oaks, a distance of 2666.29 feet to the SE corner of said
Spring Oaks on the W right-of-way line of the M.P.R.R. based
on a 150 foot width as per Volume X, Page 574 of the
Montgomery County Deed Records;

THENCE S 11° 41' 57" E, with said West right-of-way line, a
distance of 2955.01 feet to a point for corner from which a
G.I.P. bears S 89° 13' 10" E, 25.3 feet;

THENCE N 89° 13' 10" W with the North line of that certain
6.5 acre tract described in Volume 422, Page 417 of the Deed
Records of Montgomery County, at 808.66 feet pass a 1" G.I.P.
from which a 16" Water Oak marked X bears S 57° E 23 feet, con-
tinuing in all 838.74 feet to a point for corner in the center-
line of a graded gravel road known as Richard Road;

THENCE S 5° 02' 57" W with said centerline a distance of 589.94
feet to an angle point:

THENCE S 0° 43' 23" W, continuing with said centerline, a dis-
tance of 1337.99 feet to a point for corner in the South line
of said Montgomery County School Land Survey A-350;

THENCE S 89° 48' 00" W with the South Line of said survey, a
distance of 378.48 feet to a 1"x2" stake from which a 9" Red
Oak marked X bears N 75° E 32.5 feet and a 6" Sweet Gum marked
X bears S 67° E 28.0 feet said stake being the SE corner of a
certain 100 acre tract described in Volume 30, Page 132 of the
Deed Records of Montgomery County;

THENCE N $0^{\circ} 06' 30''$ E with the East line of said 100 acre tract, a distance of 2637.95 feet to a 1" G.I.P. from which a 14" Sweet Gum marked X bears S $36^{\circ} W$ 51.6 feet;

THENCE N $89^{\circ} 07' 04'' W$, with the North line of said 100 acre tract, a distance of 683.12 feet to a $3/8''$ Iron Rod in a 1" G.I.P. from which a 14" Black Gum marked X bears E 12.6 feet, said Iron Rod in Iron Pipe being the SE corner of Spring Ridge, Section 1, map of which is recorded in Vol. 7, Page 395 of the Map Records of Montgomery County;

THENCE N $1^{\circ} 18' 57'' W$ with the most eastern east line of Spring Ridge, a distance of 621.36 feet to a $1/2''$ Iron Rod;

THENCE S $89^{\circ} 45' 57'' W$ with the most eastern north line of Spring Ridge, a distance of 1083.64 feet to a $1/2''$ Iron Rod in the East line of Oakhurst Drive;

THENCE N $0^{\circ} 09' W$ with the East line of Oakhurst Drive, a distance of 219.08 feet to a $1/2''$ Iron Rod for the most northern northeast corner of Spring Ridge;

THENCE S $89^{\circ} 42' W$ with the North line of Oakwood Drive and the most northern north line of Spring Ridge, a distance of 220.00 feet to a $1/2''$ Iron Rod for the NW corner of Spring Ridge in the East line of Oak Ridge North, Section 2;

THENCE N $0^{\circ} 04' 26'' E$ with the East line of Oak Ridge North, Section 2, a distance of 1349.33 feet to the PLACE OF BEGINNING and containing 161.5604 acres of land, more or less.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Village Green of Oak Ridge North Improvement Association, Inc. its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

BEING 2.15 acres out of the Chas. A. Bahr, Sr. tract of 168 acres, more or less, in the Montgomery County School Land Survey, A-350, Montgomery County, Texas, and being more particularly described as follows:

COMMENCING at a point in the west line of the said Montgomery County School Land Survey, A-350, and east line of the Chas. Eisterwall Survey, A-191, said point being the southwest corner of Spring Oaks Section One, a subdivision of land in Montgomery County, Texas, and the northwest corner of the said Chas. A. Bahr, Sr. 168 acre tract;

THENCE S 89° 17' 00" E 1459.62 feet along the South line of said Spring Oaks Section One and North line of said Chas. A. Bahr, Sr. 168 acre tract to a point in the South

line of Lot 12 of said Spring Oaks Section One, said point also lying in the easterly line of a Texas Pipeline Company 50 foot easement;

THENCE continuing along said South line of Spring Oaks Section One and North line of the Chas. Bahr, Sr. 168 acre tract, S 89° 17' 00" E 75.97 feet;

THENCE South 37° 06' 58" East 1220.00' to a point, said point being the POINT OF BEGINNING of the herein described tract;

THENCE North 52° 52' 02" East 100.00 feet to a point for corner;

THENCE South 37° 06' 58" East 300 feet to a point for corner;

THENCE South 52° 52' 02" West 310.00 feet for a point for corner;

THENCE North 37° 06' 58" 300.00 feet to a point for corner;

THENCE North 52° 52' 02" East 210 feet to the POINT OF BEGINNING for said tract herein described;

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to United Diversified, Inc. its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge to the owners reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period not to exceed 60 days for any infraction of its published rules and regulations; during which any assessment against his Lot remains unpaid;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with by-laws, his right of enjoyment to the Common Area and facilities to the members of his family, his

tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall be all Owners with two two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on July 1, 1972.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so

expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest with costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be sued exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of the homes situated upon the Properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred and no/100 dollars (\$100.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 3% above the maximum assessment for the previous year without a vote of themembership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 3% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessment for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds ($2/3$) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half ($1/2$) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall

be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least Thirty (30) days in advance of each assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessment on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessment: Remedies of the Association. Any assessment not paid within thirty (30) days after the due shall bear interest from the due date at the rate of 6 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Owner and the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced

erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, material, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not

less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 1st day of June, 1969.



ATTEST:

Marjorie Bateman
Marjorie Bateman, Assistant Secretary

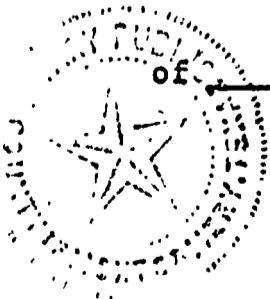
UNITED DIVERSIFIED, INC.
Declarant

By: Gary C. Wendt
Gary C. Wendt, Vice-President

THE STATE OF TEXAS
COUNTY OF MONTGOMERY

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Gary C. Wendt, Vice-President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said UNITED DIVERSIFIED, INC., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1st day of June, A. D. 1969.



FILED FOR RECORD
AT 2:30 CLOCK P. M.

JUN 30 1969

ROY HARRIS, Clerk
County Court, Montgomery Co., Tex.
By Jane W. Jones Deputy

Owen Helms
Notary Public in and for
Montgomery County, Texas

THE STATE OF TEXAS
 COUNTY OF HARRIS

91222

Whereas, the undersigned parties, (except Mrs. Blanche Bender and her vendees) being devisees or present owners of lands and interests in land in Montgomery County, Texas, desire to partition and set apart in severalty the surface interests in said lands situated in Montgomery County, Texas, so that each of us will own specific tracts rather than continue to hold undivided interests therein as we have been doing in the past;

Whereas, since the minerals in, on and under said lands were heretofore defined and have heretofore been dealt with as undivided interests, the same is not sought to be partitioned herein; and,

Whereas, without undertaking to describe minutely and by metes and bounds description of the lands to be so partitioned, divided and set apart to each, the same will be described by general descriptions of the several parcels and the quantities thereof will likewise be general:

I.

" Now, therefore, all of the other parties hereto, hereby partition, set apart to and vest in CHAS. A. BAHR, SR., the following described tracts and parcels of land:

(1) The Jos. A. Parker Survey, Abst. #418, in Montgomery County, Texas, consisting of 4,857 acres of land, more or less, of which he shall have and hold in severalty, except however, in this said survey, Mrs. Blanche Bender, owns an undivided 1/4th part in certain parts of said survey, so that said Chas. A. Bahr owns approximately 4,445 acres and Mrs. Blanche Bender owns 412 acres, said quantities being approximated, and hereafter said Chas. A. Bahr, Sr. and Mrs. Blanche Bender shall partition the ownership as between themselves, free of any claim by any other parties.

(2) The R. N. Davis Survey, Abst. #161, that portion of the same which lies East of the old Tramway (now well marked on the ground) the part hereby set apart to said Chas. A. Bahr, Sr. to be approximately 1,757.5 acres.

Beginning at a point in the North Line of the R.N.Davis Survey, in the center of the old Main Line Tramroad, and being the NE corner of the Geo. P. Kirkpatrick partitioned tract as hereinbelow shown, Thence NE along the N line of said R.N.Davis Survey to its N.E. Corner, the West line of San Jacinto River, also such point being the SE corner of the Stephen Richardson 640 acre Survey, Abst. #459, (but referred to herein as containing 545 acres); Thence following the meanders on its West bank of San Jacinto River to the NE corner of the Parker Survey, Thence SW along the division line between the Davis and the said Parker Surveys, to the center of the old Main Line Tramroad; Thence Northward along the center line of said Old Main Line Tramroad to the place of beginning.

(3) The George Lamb Survey, Abst. #334, containing 417 acres of land, more or less.

(4) A portion of the R.O.W.McManus Survey, Abst. #346, containing 420 acres of land, more or less, situated North of Spring Creek, covered by deed in Vol. 120, Page 27 of Montgomery County Deed Records, except, however, in said survey Mrs. Blanche Bender owns an undivided 1/4 interest, so that said Chas. A. Bahr, Sr. shall own 315 acres and Mrs. Blanche Bender shall own 105 acres, so that they shall partition the same between themselves, free of all claims by any other parties.

(5) A certain tract of 207 acres of land, in what is known as Abst. #350, of the Montgomery County School Lands, bounded on the North by the Wm. McDermott Survey, and intersected by U. S. Highway #75, and lying North of what has been known as the W.Y.Fuqua tract, shown on Bender colored map as Tract #6.

(6) The John Owens Survey, Abst. #403, lying on the East side of the San Jacinto River, and such tract so lying on the East side of the river containing approximately 569 acres of land.

(7) A tract of 174 acres in the Montgomery County School Lands, Abst. #350, bounded on the East by the Edward Hall tract, on the West by I&GN RR tracks, bounded on the North by what was known as Mrs. Lalmer Tract, shown on Bender colored map as Tract #4.

(8) A part of the Montgomery County School Lands, Abst. #350, containing 168 acres, out of the South part thereof, and marked on the Bender colored map as Tract No. 7.

II.

There is set apart to A. C. WOOD, to be owned by him in severalty, free of any claim from the other parties, the following described tract or parcel of land:

The Samuel Ward Survey, Abst. #607, containing 1,691 acres of land, more or less. See Patent #458, Volume 1, of the Patent Records, dated October 10th, 1845.

III.

There is set apart to GEO. P. KIRKPATRICK, to be owned by him in severalty, the following described tracts of land:

(1) All of that part of the R. N. Davis Survey, Abst. #161 which lies West of the old Mainline Tramway, and containing 1,694.5 acres, more or less, and described in part by metes and bounds as follows:

Beginning at a point in the North line of the R.N.Davis Survey, in the center of the old Main Line Tramroad, Thence SW with the North line of said Davis Survey and the South line of Montgomery County School Land, Abstract #351, to the NW corner of said Davis Survey, Thence SE with the West line of said Survey, intersecting the NE corner of the Frederick Rudge Survey, Abst. #448, Continuing SE with the NE line of the Frederick Rudge Survey to the SW corner of said Davis Survey and the SE corner of the Frederick Rudge Survey; Thence NE with the South line of said Davis Survey and the North line of the Jos. Parker Survey #418, to a point in the center of the old Main Line Tramroad, Thence NW with the center line of said Tramroad to the place of beginning, and containing 1694.5 acres, more or less.

(2) All of the Frederick Rudge Survey, Abst. #448, as shown by the Patent thereto, located in Montgomery County, Texas.

(3) The George Mason Survey, Abst. #341, and containing 1,245 acres of land, more or less, and excepting 311.25 acres, more or less, previously owned by Mrs. Blanche Bender.

(4) A tract of 150 acres, more or less, in the Montgomery County School Lands, Abst. #350, and being the North part of a tract known as No. 7 on the Bender colored map.

IV.

There is set apart and partitioned to WILLIE BENDER, so that he shall hold the same in severalty, the following tracts of land:

(1) The Allen Vince Survey, Abst. #582, containing 217 acres of land, more or less, except an undivided 1/4 interest formerly owned

by Mrs. Blanche Bender, but now owned by B.D.Griffin, of some 54.25 acres, and the part to be owned by Willie Bender being 162.75 acres (both quantities approximated) so that they shall hereafter partition and divide the same amongst themselves, free of all claims of any other parties hereto.

(2) The William Vince Survey, Abst. 581, containing approximately 1,202 acres, with Willie Bender owning approximately 901.5 acres and Mrs. Blanche Bender or her transferee or B.D.Griffin owning approximately 300.5 acres. They shall amongst themselves hereafter partition and divide the same, free of all claims by any other parties hereto.

(3) The Thomas Robinson Survey, Abst. #438, of 177 acres the part to be set apart to Willie Bender herein being approximately 88.6 acres, and L. D. Fussell, Ruby Fussell Sallas and Saphronia Fussell Pitts, to have 44.2 acres, excepting, however, Mrs. Blanche Bender's interest therein of some 44.2 acres, so that said parties shall own the same in severalty, and they shall henceforth divide and partition the same amongst themselves, free of all claims of all other parties hereto.

V.

There is set apart and partitioned to **ELSIE FUSSELL GRISSETT**, **VERA FUSSELL ELDER**, **MAE FUSSELL BROOKS**, and **MARIE FUSSELL ROARK**, each to have an equal interest therein, the following described tracts of lands:

(1) The John Owens Survey, Abst. #403, of 505 acres, lying on the West side of San Jacinto River.

(2) The Montgomery County School Lands, Abst. #350, shown on the Bender colored map as Tract #3, and containing approximately 76.6 acres, more or less.

(3) The Montgomery County School Lands, Abst. #350, in the South part, and lying South of the part heretofore set apart to Chas. A. Bahr, Sr., and shown on the Bender colored map as the South part of Tract #7, containing 25 acres of land.

VI.

There is set apart, divided and partitioned in severalty to **L. D. FUSSELL**, **RUBY FUSSELL SALLAS** and **SAPHRONIA FUSSELL PITTS**, to be owned by them in equal parts, the following described lands:

(1) In the North 1/2 of the Robert Howell Survey, Abst. #254 and containing approximately 661 acres, and save and excepting 165.25 acres, approximately, owned by Mrs. Blanche Bender, with L. D. Fussell, Ruby Fussell Sallas, and Saphronia Fussell Pitts, owning approximately 495.75 acres, and they are to later partition and divide the same amongst themselves, free of all claims of all other parties hereto.

(2) The Thos. Robinson Survey, Abst. #438, containing approximately 177 acres, and of which Willie Bender gets 88.6 acres, Mrs. Blanche Bender 44.2 acres, and L. D. Fussell, Ruby Fussell Sallas and Saphronia Fussell Pitts get in the aggregate 44.2 acres.

VII.

There is set apart and partitioned to the C. Bender Heirs and Emmett E. Brunson, in an aggregate group, so that they as such a group shall have, take and hold the same in severalty, the following described tracts of land, to be owned by **NORMAN O. TOWNSEN**, **EMMETT E. BRUNSON**, **LILLIAN TOWNSEN REMBERT**, **E. L. BENDER**, **MAUDE BENDER SCHWARTZ**, **WINNIFRED BENDER BEAMAN** and **MILDRED BENDER REID**,

(1) The Montgomery County School Lands, Absts. #350 and #351, containing 4,883 acres of land, more or less, and also an additional 106 acres (known on the Bender colored map as #5) so that such parties, in the aggregate, shall own said 4,883 acres and said 106 acres of land. In these Mrs. Blanche Bender owns no part.

(2) The Timothy O'Neal Survey, Abst. #406, and containing approximately 1275 acres of land. In the Southeast portion of this Tim O'Neal Survey, Mrs. Blanche Bender owns an undivided 1/4 interest in 175 acres, more or less, in what is known as A.L.Delfrasse Tract. Her interest is 43.75 acres, more or less.

(3) The T. F. Johnson Survey, Abst. #299, and containing approximately 315 acres, of which said C. Bender group owns 236.25 acres and Mrs. Blanche Bender owns approximately 78.75 acres.

(4) The Stephen Richardson Survey, Abst. #460, containing approximately 307 acres, and of which the Bender group owns 230.25 acres and Mrs. Blanche Bender owns 76.75 acres.

(5) The Stephen Richardson Survey, Abst. #459, containing approximately 545 acres, and of which the Bender group owns 408.75 acres and Mrs. Blanche Bender owns 136.25 acres.

(6) The Hanks Tract, in Montgomery County School Lands Survey, containing approximately 50 acres, with 37.5 acres to the Bender group and 12.5 acres to Mrs. Blanche Bender.

(7) The Fritz Tract, in Montgomery County School Lands Survey, containing approximately 40 acres of land, with the Bender group owning 30 acres and Mrs. Blanche Bender owning 10 acres.

(8) The Athey Tract, in Montgomery County School Lands Survey, containing approximately 99.33 acres of land, with the Bender group owning 74.5 acres of land and Mrs. Blanche Bender owning 24.8 acres.

(9) The Sellers Tract, in Montgomery County School Lands Survey, containing approximately 93.66 acres, with the Bender group owning 70.7 acres and Mrs. Blanche Bender owning 23.4 acres.

(10) The Robinson Tract, in Montgomery County School Lands Survey, containing approximately 78 acres of land, with the Bender group owning 58.5 acres and Mrs. Blanche Bender owning 19.5 acres.

(11) The Wood Tract, in Montgomery County School Lands Survey, containing approximately 51.5 acres of land, with the Bender group owning 38.6 acres of land and Mrs. Blanche Bender owning 12.8 acres.

(12) The Head Tract, in Montgomery County School Land Survey, containing approximately 50 acres, with the Bender group owning 37.5 acres and Mrs. Blanche Bender owning 12.5 acres.

(13) The Waldrin Tract, in Montgomery County School Lands containing approximately 34.2 acres of land, and of which the Bender group owns 25.6 acres and Mrs. Blanche Bender owns 8.5 acres.

(14) The Delfrassee Tract, in the Montgomery County School Lands Survey, containing approximately 40 acres, and of which the Bender group owns 30 acres and Mrs. Blanche Bender owns 10 acres.

(15) The Degman Tract, in the Montgomery County School Lands Survey, and containing approximately 93.4 acres, and of which the Bender group owns 70.1 acres of lands, and Mrs. Blanche Benders owns 23.3 acres.

(16) The Smith Tract, in the Montgomery County School Lands Survey, containing approximately 50 acres of land, and of which the Bender group owns 37.5 acres and Mrs. Bender owns 12.5 acres.

Tracts Nos. 6 to 16 inclusive, next above in which Mrs. Blanche Bender owned an undivided interest, have been by mesne conveyances deeded to Emmett E. Brunson.

By use of the words "C. Bender Group and Bender Group," is meant the heirs and those holding under them of the C. Bender who was a brother of the late E. L. Bender.

As between themselves, namely the C. Bender Group, and Mrs. Blanche Bender and Emmett E. Brunson, are to take, accept and hold these lands above next described in severalty as to all other parties, and to later divide the same between themselves and said Mrs. Blanche Bender, as shown on agreement dated Oct. 31st, 1953, to which instrument reference is made for all purposes.

It is agreed and stipulated that all of the funds to be received from Tennessee Gas Trans. Co. for an easement across certain parts of the lands owned by some of the parties hereto (Mrs. Bender not sharing, however, for she owns no interests in the lands traversed by such easement) shall be divided, just as have been done in the past, each to get his proportionate interests in such funds when paid. This covers the one now in court. Any subsequent easement shall be dealt with by the party or parties owning such lands as so traversed.

Should any party hereto, his heirs or assigns, take a tract of land so situated that it is without ^{suitable} ingress or egress, it is agreed and stipulated that those owning lands on which there is an outlet, gives and grants unto such inner owner, his heirs or assigns, a right of egress or ingress over the lands of those so owning outlets. Such inner owner, however, in such a case, will have an easement not over 30 feet in width, and shall pay for timber off the same at the prevailing market price, and if situated so a fence is necessary to hold cattle, will pay for such fences on each side of roadway, as well as any cattle guard.

The intent and purpose hereof is to partition and set apart to the several owners only lands that lie wholly in Montgomery County, Texas, and shall not include any land lying outside of Montgomery County, Texas.

It is the intent and purpose of all parties hereto that this is a present partition of the lands covered hereby, but if for any reason it be held not a complete partition, then it is hereby made an agreement between all such parties and groups of parties and shall be binding upon all of them henceforth as an agreement to so partition the same in accordance herewith.

It is agreed and stipulated that this agreement does not depend upon the inner groups making final partition of what is set apart to them, but as herein set forth this is final as a partition without regard to groups as aforesaid.

It is agreed, stipulated and understood by all parties hereto, that the 750 acre tract in the Montgomery County School Lands, Abst. #350, known as the Antoine Russo Tract, in the Tamina area, and on which there is no timber of any consequence, is not partitioned in this instrument, as the same will be subsequently sold or partitioned.

Since all vendees from Mrs. Blanche Bender acquired title covering specific tracts of land, in which Mrs. Bender owned an interest, it is assumed that such vendees will be limited to their respective quantity in such specific tracts. All parties hereto take and accept hereunder subject to such vendees so taking.

Since the lands herein involved have not been recently surveyed, it is understood that the quantities everywhere used herein are the approximate quantities, each to have his proportionate share in such tracts.

This partition deed may be executed in any number of counterparts, and all such counterparts shall together constitute and be one and the same instrument.

WITNESS our hands this the 17th day of November, 1953.

Chas. A. Bahr, Sr.
Chas. A. Bahr, Sr.

A. C. Wood
A. C. Wood

Geo. P. Kirkpatrick
Geo. P. Kirkpatrick

Willie Bender
Willie Bender

Elsie Fussell Grissett
Elsie Fussell Grissett

Clarence Grissett
Clarence Grissett

Vera Fussell Elder
Vera Fussell Elder

Plas Elder
Plas Elder

Mae Fussell Brooks
Mae Fussell Brooks

C. P. Brooks
C. P. Brooks

Marie Fussell Roark
Marie Fussell Roark

Leonard Roark
Leonard Roark

L. D. Fussell
L. D. Fussell

Ruby Fussell Sallas
Ruby Fussell Sallas

Albert Sallas
Albert Sallas

Saphronia Fussell Pitts
Saphronia Fussell Pitts

Frank Pitts
Frank Pitts

Norman C. Townsen
Norman C. Townsen

Emmett E. Brunson
Emmett E. Brunson

Lillian Townsen Rembert
Lillian Townsen Rembert

Frank M. Rembert
Frank M. Rembert

E. L. Bender
E. L. Bender

Maude Bender Schwartz
Maude Bender Schwartz

W. H. Schwartz
W. H. Schwartz

Winnifred Bender Beaman
Winnifred Bender Beaman

Ray Beaman
Ray Beaman

Mildred Bender Reid
Mildred Bender Reid

Chas. Reid
Chas. Reid

Mrs. Blanche Bender
Mrs. Blanche Bender

B. D. Griffin
B. D. Griffin

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 CHAS. A. BAHR, SR.; A. C. WOOD; GEO. P. KIRKPATRICK; WILLIE BENDER; NORMAN C. TOWNSEN; EMMETT E. BRUNSON; and E. L. BENDER, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11 day of DECEMBER A. D. 1953.

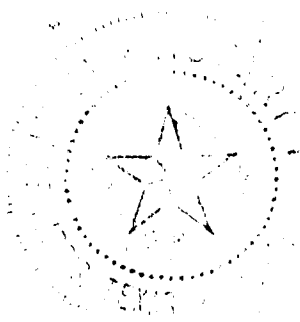
J. D. Bryant
Notary Public in and for Harris County, Texas.

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 Clarence Grissett and Elsie Grissett, 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 Elsie Grissett, wife of the said Clarence Grissett, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Elsie Grissett 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 8th day of December, A. D. 1953.

Henry T. ...
Notary Public in and for Harris County, Texas.



THE STATE OF TEXAS |
COUNTY OF ~~MONTGOMERY~~ ^{Harris} |

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared PLAS ELDER and VERA FUSSELL ELDER, his wife, both known to me to be 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 VERA FUSSELL ELDER, wife of the said PLAS ELDER, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said VERA FUSSELL ELDER, 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 8th day of Dec., A.D. 1953.
Earl E. Wunsch
Notary Public in and for ~~Montgomery~~ ^{Harris} County, Texas.

THE STATE OF TEXAS |
COUNTY OF ~~MONTGOMERY~~ ^{Harris} |

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared C. P. BROOKS and MAE FUSSELL BROOKS, 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 MAE FUSSELL BROOKS, wife of the said C. P. BROOKS, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said MAE FUSSELL BROOKS, 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 8th day of Dec., A.D. 1953.
Earl E. Wunsch
Notary Public in and for ~~Montgomery~~ ^{Harris} County, Texas.

THE STATE OF TEXAS |
COUNTY OF MONTGOMERY |

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared LEONARD ROARK and MARIE FUSSELL ROARK, 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 MARIE FUSSELL ROARK, wife of the said LEONARD ROARK, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said MARIE FUSSELL ROARK, 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 9th day of December, A.D. 1953.
Ernie Martin
Notary Public in and for Montgomery County, Texas.



THE STATE OF TEXAS |
COUNTY OF MONTGOMERY |
HARRIS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared L. D. FUSSELL, 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 8th day of Dec., A.D. 1953.

Earl E. Wunsch

Notary Public in and for ~~Montgomery~~ County, Texas.
***** HARRIS

THE STATE OF TEXAS |
COUNTY OF MONTGOMERY |

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared ALBERT SALLAS and RUBY FUSSELL SALLAS, 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 RUBY FUSSELL SALLAS, wife of the said ALBERT SALLAS having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said RUBY FUSSELL SALLAS, 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 9 day of Dec., A.D. 1953.

J. P. Casey

Notary Public in and for Montgomery County, Texas.

THE STATE OF TEXAS |
COUNTY OF MONTGOMERY |

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared FRANK PITTS and SAPHRONIA FUSSELL PITTS, 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 SAPHRONIA FUSSELL PITTS, wife of the said FRANK PITTS, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said SAPHRONIA FUSSELL PITTS, 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 ___ day of ___, A.D. 1953.

[Signature]
Notary Public in and for Montgomery County, Texas.

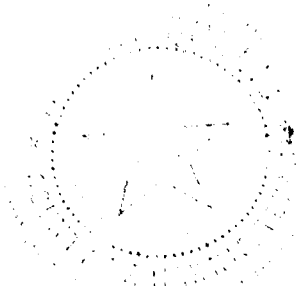
THE STATE OF TEXAS |
COUNTY OF HARRIS |

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared FRA K W. REMBERT and LILLIAN TOWSEN REMBERT, 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 LILLIAN TOWSEN REMBERT, wife of the said FRANK W. REMBERT, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said LILLIAN TOWSEN REMBERT, 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 4th day of DECEMBER, A.D. 1953.

J. W. Rembert

Notary Public in and for Harris County, Texas.



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 W. H. Schwartz and wife, Maude Bender Schwartz, 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 Maude Bender Schwartz, wife of said W. H. Schwartz, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Maude Bender Schwartz, 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 24 day of NOVEMBER, A.D. 1953.

J. D. Bryant

Notary Public in and for Harris County, Texas.

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 Roy Beaman and Winnifred Bender Beaman, 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 Winnifred Bender Beaman, wife of said Roy Beaman, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Winnifred Bender Beaman, 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 11 day of DECEMBER, A. D. 1953.

J. D. Bryant

Notary Public in and for Harris County, Texas.

THE STATE OF LOUISIANA |
PARISH OF OUACHITA |

BEFORE ME, the undersigned, a Notary Public in and for said Parish and State on this day personally appeared Chas. Reid and Mildred Bender Reid, 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 Mildred Bender Reid, wife of said Chas Reid, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Mildred Bender Reid, 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 1st day of December, A. D. 1953.

J. M. McLaughlin

Notary Public in and for Ouachita Parish Louisiana.

THE STATE OF TEXAS |
COUNTY OF ~~PALO PINTO~~ Harris

BEFORE ME, the undersigned a Notary Public in and for said County and State, on this day personally appeared Mrs. Blanche Bender, a widow, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 3rd day of Dec, A.D. 1953.

J. J. Stovall

Notary Public in and for Palo Pinto County, Texas.

THE STATE OF TEXAS |
COUNTY OF MONTGOMERY |

BEFORE ME, the undersigned a Notary Public in and for said County and State, on this day personally appeared B. D. Griffin, 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 9 day of Dec, A.D. 1953.

J. J. Stovall

Notary Public in and for Montgomery County, Texas.

FILED FOR RECORD December 17, 1953, at 9:30 o'clock A. M.
RECORDED December 30, 1953, at 5:00 o'clock P. M.
BETTIE C. IVY, Clerk County Court
Montgomery County, Texas
By Betty F. Bealer, Deputy

#191 MONTGOMERY - TEX

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OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 12th day of December, 1952, between Charles A. Bahr, Sr., E. L. Bender, Maude Bender Schwartz, joined by her husband Wm. H. Schwartz, Mildred Bender Reid, joined by her husband Charles Reid, Winnifred Bender Beaman, joined by her husband Roy Beaman, Lillian Margaret Rembert, joined by her husband Frank Rembert, Norman Orville Townsen, A. C. Wood, Willie Bender, George P. Kirkpatrick, A. B. Rhodes, Vera Fussell Elder, joined by her husband Plas Elder, Elsie Fussell Grissett, joined by her husband Clarence Grissett, Mae Fussell Brooks, joined by her husband, C. P. Brooks, Marie Fussell Roark, joined by her husband Leonard Roark, L. D. Fussell, Saphronia Fussell Pitts, joined by her husband, Frank Pitts, Ruby Fussell Sallas, joined by her husband Albert Sallas, hereinafter referred to as "lessors", and Tom A. Howard, hereinafter referred to as "lessee",

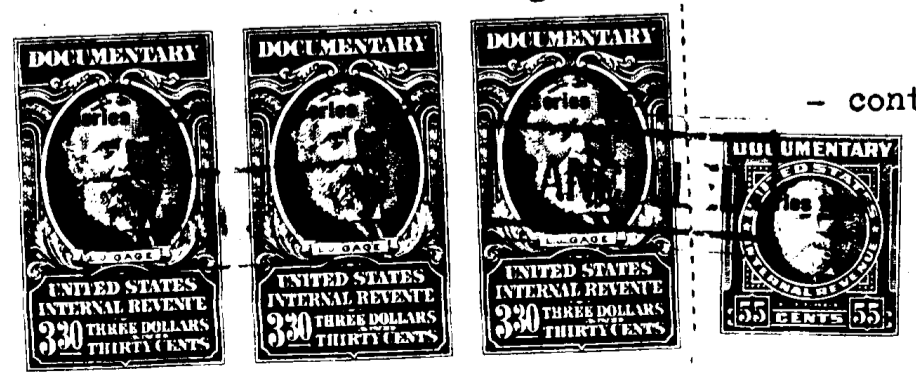
W I T N E S S E T H

- 1 -

Lessors in consideration of the sum of Ten Dollars (\$10.00) in hand paid, of the royalties herein provided, and of the agreements of Lessee herein contained, hereby GRANT, LEASE AND LET exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, laying pipe lines, building tanks, power stations, telephone lines, and other structures thereon to produce, save, take care of, treat, transport and own said products and housing its employees, the following described land situated in Montgomery County, Texas, to-wit:

343 acres of land beginning at S. E. corner of the L. Jones 61.7 acre Survey on W. Edge of the I. & G. N. Ry. Right of Way a stake set 75 feet at right angles from center of railroad tract from which a post oak 8 in brs N. 49 W. 3-8/10 vrs. and a sweet gum 6 in brs. N. 25W. 7 vrs. Thence W. 644 vrs. to Jones S. W. Corner, a stake from which a pine 16 in brs. S. 51 W. 6-6/10 vrs. Thence with line of Jones, Hanna and Hoke W. lines 2677 vrs. to Hoke N. W. corner, a stake from which a pine 18 in brs S. 20 W. 3-2/10 vrs. and a sweet gum 18 in brs. N. 6 E. 5-6/10 vrs. Thence W. 211 vrs. to

- continued -



F24

E. line of C. Eisterwalls Survey, a stake from which a sweet gum 10 in brs. N. 5 E. 9 vrs. Thence S. with Eisterwalls E. line 3830 vrs. to a stake from which a pine 8 in brs S. 85 E. 8-4/10 vrs. Thence 33 vrs. passed McAddams or Rucker N. W. corner 98 vrs. to S. W. corner of L. Jones 14 acre Survey, a black gum 14 in for corner mkd. "JX" from which a pine 8 in. brs N. 44 W. 5 vrs. Thence N. with L. Jones 220 vrs. to his N. W. Corner, a stake from which a pine 6 in brs. N. 50 W. 4-4/10 vrs. another pine 6 in mkd. "JX" brs N. 81 E. 3-6/10 vrs. Thence E. 360 vrs. to Jones N. E. corner, a post oak 14 in for corner mkd. "JX" from which a post oak 6 in brs N. 52 W. 11-1/2 vrs. Thence S. 220 vrs. to Jones S. E. corner on McAddams or Rucker N. line a stake from which a black gum 12 in brs N. 12 W. 8-8/10 vrs. and a pine 16 in brs S. 25 E. 1 vr. Thence E. 235 vrs. to McAddams N. E. corner a stake from which a post oak 8 in brs E. 2 vrs. mkd. "MXX", and a pine 8 in brs. S. 3 W. 15-8/10 vrs. Thence S. with McAddams E. line 945 vrs. to McAddams S. E. corner on N. line of S. Browning 204 Acre Survey, a stake from which a pine 16 in brs. W. 15 vrs. and a Hickory 6 in brs S. 41 W. 5-2/10 vrs. Thence E. with Brownings N. line 219 vrs. to S. W. corner of Mrs. Hoffman's 25 acre Survey a stake from which a pine 6 in brs. E. 4-1/2 vrs. another pine 4 in. brs. N. 30 W. 2 vrs. mkd. "H". Thence N. 380 vrs. to Mrs. Hoffman's N. W. corner a post from which a pine 16 in brs. S. 73 E. 6-1/2 vrs. mkd. "H", and a post oak 8 in brs. S. 9-1/2 E. 9 vrs. Thence E. 300 vrs. to Mrs. Hoffman's N. E. Corner in the West edge of the I. & G. N. Ry. a stake set 75 feet at right angles from center of railroad tract, from which a red oak 6 in brs. S. 24 W. 8-4/10 vrs. Thence N. 11-1/2 W. with W. edge of I. & G. N. Ry. right of way 1753 vrs. to the place of beginning, containing 343 acres of land, all bearing trees marked "X".

Anything in this lease to the contrary notwithstanding, it is agreed between Lessors and Lessee as follows:

(1) On or before ninety (90) days from the date of the acknowledgment of the last signature of Lessors to this lease, Lessee shall commence operations for the drilling of a well for oil or gas on either the land covered by this lease or, at the option of Lessee, on any one of the following described tracts of land which are covered by Leases, of even date herewith, from some or all of the Lessors herein, to Tom A. Howard, as Lessee:

(1) 343 acres, more or less, out of the Montgomery County School Land Survey, Abstract No. 350, and being the 6th tract of land described in corrected deed recorded in Vol. 36, Page 49, of the Deed Records of Montgomery County, Texas. This being same 343 acres as above described by metes and bounds.

(2) 174 acres, more or less, out of the Montgomery County School Land Survey, Abstract No. 350, and being the 3rd tract of land described in corrected deed recorded in Vol. 36, Page 49, of the Deed Records of Montgomery County, Texas.

(3) 106 acres, more or less, out of the Montgomery County School Land Survey, Abstract No. 350, and being the 4th tract of land described in corrected deed recorded in Vol. 36, Page 49, of the Deed Records of Montgomery County, Texas;

And thereafter shall continue the drilling thereof with reasonable diligence until the same has reached (1) the Cockfield Formation as identified by

lessee, or (2) a depth of 7500 feet, or (3) a depth at which oil or gas in commercial quantities, salt, salt water flow, heaving shale or other reasonable impenetrable substance or condition is encountered.

- 2 -

Subject to the other provisions herein contained, this lease shall be for a term of five (5) years from the date thereof (called "Primary Term") and as long thereafter as oil, gas or other mineral is produced from said land hereunder in paying quantities.

- 3 -

The royalties to be paid by Lessee are:

(a) On oil, including distillate and condensate, 1/6 of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessors in the pipe line to which the wells may be connected; Lessee may from time to time purchase any royalty oil (including distillate and condensate) in his possession, paying the market price therefor prevailing for the field where produced on the date of purchase;

(b) On gas, including casinghead gas and other vaporous and gaseous substances, produced from said land and sold or used off the premises, 1/6 of the market value at the well, and on gas sold at the well, 1/6 of the amount realized from such sale. In the event Lessee processes the gas produced from the premises for the liquid hydrocarbons therein contained or in the event such gas is processed in a plant in which Lessee owns an interest or in the event the said gas is processed in a plant owned by a corporation in which Lessee owns as much as fifteen percent (15%) of the capital stock, then in any of such events Lessee shall account to Lessors at the market value at the plant, for 1/6 of the products extracted from said gas and shall also account to Lessors, on the bases hereinabove specified, for the 1/6 of the residue gas remaining after processing. In the event Lessee completes a commercial gas well or wells on the premises and for a period of six (6) months after date of the official Railroad Commission completion test of the first gas well, a market for said gas has not been obtained, Lessee agrees to pay to Lessors and thereafter for each twelve (12) months period until a market for such gas is obtained, the sum of One Thousand Seven Hundred Fifteen and no/100 Dollars (\$1,715.00), payable on the first day of each twelve (12)

months period, which period begins six months from said Railroad Commission completion test, and each anniversary of said date thereafter, said sum to be in addition to the other royalties herein provided for. So long as the \$1,715.00 payments herein provided for are made, it shall be considered that gas is being produced from the premises in paying quantities in accordance with Paragraphs 2 and 5 hereof.

(a) On all other minerals mined and marketed, 1/6 either in kind or value at the well or mine at Lessee's election, except that on Sulphur the royalty shall be \$2.00 per long ton.

- 4 -

If operations for drilling are not commenced on said land on or before one (1) year from this date, this lease shall terminate as to both parties, unless, on or before such anniversary date lessee shall pay or tender to lessors, or to the other persons named below, or to the credit of lessors, or such other persons named below, in the various banks set opposite their respective names (such banks or their successors are the agents of lessors and such other persons, and shall continue as the depositories for all rentals payable hereunder, regardless of change in ownership of said land or the rentals) the sum of \$1,715.00 (herein called rental), in the amount set opposite the names listed below, which shall cover the privilege of deferring commencement of drilling operations for a period of twelve (12) months. The payment or tender of rental may be made by check or draft of lessee, mailed or delivered to said banks or lessors, or such other persons named below, on or before such date of payment. If such banks (or any successor banks) should fail, liquidate or be succeeded by other banks, or for any reason fail or refuse to accept rental, lessee shall not be held in default for failure to make payments or tenders of rental until thirty (30) days after lessors or such other persons named below shall deliver to lessee a proper recordable instrument naming another bank as agent to receive such payments or tenders. The down cash payment is consideration for this lease according to its terms and shall not be allocated as mere rental for a period.

The lessors or other persons to whom rentals are payable, the depository banks in which deposits may be made and the amounts allocable to each person are as follows:

PAYEE	DEPOSITORY BANK	CITY	AMOUNT
Chas. A. Bahr, Sr.	Union National Bank	Houston, Texas	\$ 580.64
E. L. Bender	Second National Bank	Houston, Texas	95.28
Maude B. Schwartz & Wm. H. Schwartz	Union National Bank	Houston, Texas	95.28
Mildred B. Reid & Chas. Reid	Mildred B. Reid {Quachita Natl. Bank}	Monroe, La.	95.28
Winnifred B. Beaman & Roy Beaman	Union National Bank	Houston, Texas	95.28
Lillian Margaret Rembert & Frank Rembert	City National Bank	Houston, Texas	95.28
Norman Orville Townsen	Second National Bank	Houston, Texas	95.28
A. C. Wood	First National Bank	Houston, Texas	89.32
Adolph Bender	The Union National Bank	Houston, Texas	17.86
Willie Bender	Commercial State Bank	Houston, Texas	71.46
W. C. Muhlhausen	Houston Bank & Trust Co.	Houston, Texas	17.86
Lena Bender Logan & Will Logan	Comfort State Bank	Comfort, Texas	16.97
Dorothy Granger Lee & Mack E. Lee, Jr.	Houston Bank & Trust Co.	Houston, Texas	16.97
George P. Kirkpatrick	American National Bank	Beaumont, Texas	133.98
A. B. Rhodes	First State Bank	Jasper, Texas	133.98
Vera Fussell Elder & Plas Elder	First National Bank	Conroe, Texas	8.93
Elsie Fussell Grissett & Clarence Grissett	Humble State Bank	Humble, Texas	8.93
Mae Fussell Brooks & C. P. Brooks	Humble State Bank	Humble, Texas	8.93
Marie Fussell Roark & Leonard Roark	First National Bank	Conroe, Texas	8.93
L. D. Fussell	Humble State Bank	Humble, Texas	8.93
Saphronia Fussell Pitts & Frank Pitts	Commercial State Bank P. O. Box 1100	Houston, Texas	8.93
Ruby Fussell Sallas & Albert Sallas	Humble State Bank	Humble, Texas	8.93
Irving G. Mulitz	Houston Bank & Trust Co.	Houston, Texas.	1.79
			<u>\$1,715.02</u>

If prior to discovery of oil or gas on said land, Lessee should drill a dry hole or holes thereon, or if after discovery of oil or gas the production thereof should cease from any cause, this lease shall not terminate if Lessee commences additional drilling or re-working operations within sixty (60) days thereafter or (if it be within the primary term) commences or resumes the payment or tender of rentals on or before the rental paying date next ensuing after the expiration of three (3) months from date of completion of dry hole or cessation of production. If at the expiration of the primary term oil or gas is not being produced on said land but Lessee is then engaged in drilling or re-working operations thereon, the lease shall remain in force so long as operations are prosecuted with no cessation of more than sixty (60) consecutive days, and, if they result in the production of oil, or gas, so long thereafter as oil or gas is produced from said land. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within 660 feet of and draining the leased premises, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances. After the discovery of oil on the premises, Lessee agrees to reasonably develop the premises for the production of oil, provided reasonable development as used here shall never be construed so as to require Lessee hereunder to drill wells to a greater density than one well to each forty (40) surface acres, and provided further if a larger pattern for the field is fixed by the Railroad Commission of Texas or other regulatory agency having jurisdiction, then Lessee shall never be required hereunder to drill to a greater density than that so fixed.

- 6 -

Lessee shall have free use of oil, gas and water from said land, except water from Lessors' wells, for all operations hereunder, and the royalty on oil and gas shall be computed after deducting any so used. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessors, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within four hundred (400) feet of any residence or barn now on said land without Lessors' consent. Lessors shall have the privilege at their risk and expense

of using gas from any gas well on said land for stoves and inside lights in the principal dwelling thereon out of any surplus gas not needed for operations hereunder.

- 7 -

The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns; but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee; and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U. S. mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of the death of any person entitled to rentals hereunder, Lessee may pay or tender such rentals to the credit of the deceased or the estate of the deceased until such time as Lessee is furnished with proper evidence of the appointment and qualification of an executor or administrator of the estate, or if there be none, then until Lessee is furnished with evidence satisfactory to it as to the heirs or devisees of the deceased and that all debts of the estate have been paid. In event of assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportionable as between the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.

- 8 -

In case of the cancellation or termination of this lease for any cause, Lessee shall have the right to retain, under the terms hereof, Forty (40) acres of land around each oil well, unless the Railroad Commission of Texas or other regulatory agency having jurisdiction shall fix or establish a different pattern for oil development in said field, in which event the

acreage retained shall be the amount so fixed or established by the regulatory agency. All such tracts so designated and retained shall be as near a square form as practicable.

- 9 -

All expressed and implied covenants of this lease shall be subject to all Federal and State laws, executive orders, rules or regulations, and this lease shall not be terminated in whole or in part, nor Lessee held liable in damages for failure to comply herewith, if compliance is prevented by, or if such failure to comply herewith is the result of any such law, order, rule or regulation.

- 10 -

Lessors hereby warrant and agree to defend the title to said land and agree that Lessee at its option may discharge any tax, mortgage or other lien upon said land, and in event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessors own an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid Lessors shall be reduced proportionately.

- 11 -

Subject to Lessee's obligations herein with respect to protection of the premises from drainage, if the first or any subsequent well drilled by Lessee on the leased premises be completed as a gas well, Lessee shall not be obligated to drill any further or additional gas well or wells thereon unless the Railroad Commission of Texas or other regulatory agency having jurisdiction shall fix or establish a pattern for development in said field, for gas, which would require Lessee to Drill an additional gas well or wells on the premises in order to conform to such pattern of development. This instrument may be executed in counterpart and shall be binding and effective as to each of the undersigned when executed regardless of whether the same may be executed by the remainder of the parties hereto or any of them.

IN WITNESS WHEREOF, this instrument is executed on the date first above

written.

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Charles A. Bahr, Sr.
Charles A. Bahr, Sr.

E. L. Bender
E. L. Bender

Norman Orville Townsen
Norman Orville Townsen

L. D. Fussell
L. D. Fussell

Maude Bender Schwartz
Maude Bender Schwartz

Wm. H. Schwartz
Wm. H. Schwartz

Mildred Bender Reid
Mildred Bender Reid

Charles Reid
Charles Reid

Winifred Bender Beaman
Winifred Bender Beaman

Roy Beaman
Roy Beaman

Lillian Margaret Rembert
Lillian Margaret Rembert

Frank Rembert
Frank Rembert

A. C. Wood
A. C. Wood

Willie Bender
Willie Bender

Geo. P. Kirkpatrick
Geo. P. Kirkpatrick

A. B. Rhodes
A. B. Rhodes

Vera Fussell Elder
Vera Fussell Elder

Plas Elder
Plas Elder

Elsie Fussell Grissett
Elsie Fussell Grissett

Clarence Grissett
Clarence Grissett

Mae Fussell Brooks
Mae Fussell Brooks

C. P. Brooks
C. P. Brooks

Marie Fussell Roark
Marie Fussell Roark

Leonard Roark
Leonard Roark

Saphronia Fussell Pitts
Saphronia Fussell Pitts

Frank Pitts
Frank Pitts

Ruby Fussell Sallas
Ruby Fussell Sallas

Albert Sallas
Albert Sallas

JOINT ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF Montgomery

BEFORE ME, the undersigned authority, on this day personally

appeared C. P. Brooks and wife Mae Fussell Brooks 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 Mae Fussell Brooks wife of said E. P. Brooks, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Mae Fussell Brooks, acknowledged said 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 19th day of December A. D. 1952

(A.D. Matthews)

A.D. Matthews

Notary Public in and for Montgomery County, Texas.

JOINT ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF Montgomery

BEFORE ME, the undersigned authority, on this day personally

appeared Leonard R. Roark and wife Marie Fussell Roark 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 purpose and consideration therein expressed; and the said Marie Fussell Roark wife of said Leonard R. Roark, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Marie Fussell Roark, acknowledged said 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 19th day of December A. D. 19 52

(A.D. Matthews)

A.D. Matthews

Notary Public in and for Montgomery County, Texas.

JOINT ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF Montgomery

BEFORE ME, the undersigned authority, on this day personally

appeared Frank Pitts and wife Saphronia Fussell Pitts 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 Saphronia Fussell Pitts wife of said Frank Pitts, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Saphronia Fussell Pitts, acknowledged said 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 19th day of December A. D. 19 52

(A.D. Matthews)

A.D. Matthews

Notary Public in and for Montgomery County, Texas.

JOINT ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF Montgomery

BEFORE ME, the undersigned authority, on this day personally

appeared Albert Sallas and wife Ruby Fussell Sallas 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 purpose and consideration therein expressed; and the said Ruby Fussell Sallas wife of said Albert Sallas, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Ruby Fussell Sallas, acknowledged said 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 19th day of December A. D. 19 52

(A.D. Matthews)

A.D. Matthews

Notary Public in and for Montgomery County, Texas.

JOINT ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally

appeared Frank Rembert and wife Lillian Margaret Rembert 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 purpose and consideration therein expressed; and the said Lillian Margaret Rembert wife of said Frank Rembert, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Lillian Margaret Rembert, acknowledged said 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 12th day of December A. D. 19 52

(A.D. Matthews)

J.O. Bryant

Notary Public in and for HARRIS County, Texas.

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JOINT ACKNOWLEDGMENT

COUNTY OF Harris

BEFORE ME, the undersigned authority, on this day personally

appeared Wm. B. Schwartz and wife Maude Bender Schwartz, 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 Maude Bender Schwartz, wife of said Wm. B. Schwartz, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Maude Bender Schwartz, acknowledged said 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 22 day of December A. D. 1952

JOB Bryant
Notary Public in and for Harris County, Texas.

JOINT ACKNOWLEDGMENT

THE STATE OF ~~TEXAS~~ LOUISIANA

PARISH COUNTY OF ~~HARRIS~~ OUACHITA

BEFORE ME, the undersigned authority, on this day personally

appeared Charles Reid and wife Mildred Bender Reid, 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 purpose and consideration therein expressed; and the said Mildred Bender Reid, wife of said Charles Reid, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Mildred Bender Reid, acknowledged said 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 17 day of December A. D. 1952

John M. [Signature]
Notary Public in and for Ouachita County, Texas.

JOINT ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF Harris

BEFORE ME, the undersigned authority, on this day personally

appeared Roy Beaman and wife Winnifred Bender Beaman, 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 Winnifred Bender Beaman, wife of said Roy Beaman, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Winnifred Bender Beaman, acknowledged said 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 22 day of December A. D. 1952

JOB Bryant
Notary Public in and for Harris County, Texas.

JOINT ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF Montgomery

BEFORE ME, the undersigned authority, on this day personally

appeared Plas Elder and wife Vera Fussell Elder, 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 purpose and consideration therein expressed; and the said Vera Fussell Elder, wife of said Plas Elder, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Vera Fussell Elder, acknowledged said 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 19th day of December A. D. 1952

A. D. Matthews
Notary Public in and for Montgomery County, Texas.

JOINT ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF Montgomery

BEFORE ME, the undersigned authority, on this day personally

appeared Clarence Grissett and wife Elsie Fussell Grissett, 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 purpose and consideration therein expressed; and the said Elsie Fussell Grissett, wife of said Clarence Grissett, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Elsie Fussell Grissett, acknowledged said 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 19th day of December A. D. 1952

A. D. Matthews
Notary Public in and for Montgomery County, Texas.

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THE STATE OF TEXAS

COUNTY OF Harris

BEFORE ME, the undersigned authority, on this day personally

appeared Charles A. Bahr, Sr., known to me to be the person whose name is ~~not~~ subscribed to the foregoing instrument and acknowledged to me that he ~~has~~ executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 12th day of December A. D. 1952

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

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF Harris

BEFORE ME, the undersigned authority, on this day personally

appeared E. L. Bender, known to me to be the person whose name is ~~not~~ subscribed to the foregoing instrument and acknowledged to me that he ~~has~~ executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 12th day of December A. D. 1952

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

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF Harris

BEFORE ME, the undersigned authority, on this day personally

appeared Norman Orville Townsen, known to me to be the person whose name is ~~not~~ subscribed to the foregoing instrument and acknowledged to me that he ~~has~~ executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 12th day of December A. D. 1952

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

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF Harris

BEFORE ME, the undersigned authority, on this day personally

appeared A. C. Wood, known to me to be the person whose name is ~~not~~ subscribed to the foregoing instrument and acknowledged to me that he ~~has~~ executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 15th day of December A. D. 1952

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

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF Harris

BEFORE ME, the undersigned authority, on this day personally

appeared Willie Bender, known to me to be the person whose name is ~~not~~ subscribed to the foregoing instrument and acknowledged to me that he ~~has~~ executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 17 day of December A. D. 1952

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

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF Jefferson

BEFORE ME, the undersigned authority, on this day personally

appeared Geo. P. Kirkpatrick, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 11th day of December A. D. 1952



Lilah Jean Wortley
Notary Public in and for Jefferson County, Texas.

SINGLE ACKNOWLEDGMENT

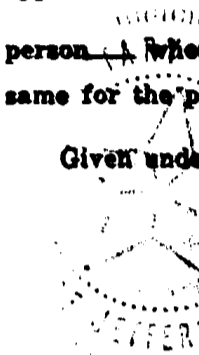
THE STATE OF TEXAS

COUNTY OF Jefferson

BEFORE ME, the undersigned authority, on this day personally

appeared A. B. Rhodes, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 11th day of December A. D. 1952



Lilah Jean Wortley
Notary Public in and for Jefferson County, Texas.

SINGLE ACKNOWLEDGMENT

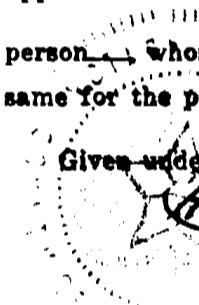
THE STATE OF TEXAS

COUNTY OF Montgomery

BEFORE ME, the undersigned authority, on this day personally

appeared L. D. Fussell, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 19th day of December A. D. 1952



A. D. Matthews
Notary Public in and for Montgomery County, Texas.

FILED FOR RECORD January 22, 1953
RECORDED January 29, 1953
1953 at 11:25 o'clock A.M.
1953 at 4:00 o'clock P.M.
GEO. J. IVY, Clerk County Court,
Montgomery County, Texas
J. D. Hoke, DEPUTY.

85578

85-ASSIGNMENT OF OIL AND GAS LEASE

Pound Printing Co., Houston, Texas-Standard Form

ASSIGNMENT OF OIL AND GAS LEASE

Whereas, On the 12th day of December, 1952, a certain oil and gas mineral lease was made and entered into by and between Chas. A. Bahr, Sr., et al, Lessor and Tom A. Howard, Lessee covering the following described land in the county of Montgomery and State of Texas, to-wit:

343 acres of land, beginning at the S. E. corner of the L. Jones 61.7 acre Survey on W. edge of the I. & G. N. Ry. right of way a stake set 75 feet at right angles from center of railroad tract from which a post oak 8 in brs. N. 49 W. 3-8/10 vrs. and a sweet gum 6 in brs. N. 25 W. 7 vrs. Thence W. 644 vrs. to Jones S. W. Corner, a stake from which a pine 16 in. brs. S. 51 W. 6-6/10 vrs. Thence with line of Jones, Hanna and Hoke W. lines 2677 vrs. to Hoke N. W. corner, a stake from which a pine 18 in brs. S. 20 W. 3-2/10 vrs. and a sweet gum 18 in. brs. N. 6 E. 5-6/10 vrs. Thence W. 211 vrs. to E. line of C. Eisterwalls Survey, a stake from which a sweet gum 10 in. brs. N. 5 E. 9 vrs. Thence S. with Eisterwalls' E. line 3830 vrs. to a stake from which a pine 8 in. brs. S. 85 E. 8-4/10 vrs. Thence 33 vrs passed McAddams or Rucker N. W. corner 98 vrs. to S. W. corner of L. Jones 14 acre Survey, a black gum 14 in for corner mkd. "JX" from which a pine 8 in. brs. N. 44 W. 5 vrs. Thence N. with L. Jones 220 vrs. to his N. W. Corner, a stake from which a pine 6 in brs. N. 50 W. 4-4/10 vrs. another pine 6 in mkd. "JX" brs. N. 81 E. 3-6/10 vrs. Thence E. 360 vrs. to Jones N. E. corner, a post oak 14 in fro corner mkd. "JX" from which a post oak 6 in. brs. N. 52 W. 11-1/2 vrs. Thence S. 220 vrs. to Jones S. E. Corner on McAddams or Rucker N. line a stake from which a black gum 12 in