

No. 7203  
 Carl F. Schlipf et ux # OIL, GAS AND MINERAL LEASE  
 To - Oil Lease # THIS AGREEMENT made this 11th day of June, 1938, between Carl F. Schlipf  
 Ralph A. Johnston # and wife, Zelma Schlipf, Lessor (whether one or more) whose address

is Katy, Texas, and Ralph A. Johnston, Houston, Texas. Lessee, WITNESSETH:

1. Lessor in consideration of Ten Dollars and other cash considerations Dollars (\$-----), in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets 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 in Waller County, Texas, to-wit:

All of the Northwest One-fourth (NW $\frac{1}{4}$ ) of Section #122, H. & T C RR Co. Survey, in Block #1, patented to T. S. Reese, and being the same land described in deed from Lon M. Ash and wife, Dollie Ash to Carl F. Schlipf, recorded in Vol. 45, on Page 272 of the Deed Records of Waller County, Texas, to which instrument and the record thereof reference is hereby made for all purposes.

In addition to the royalties hereinafter provided, Lessee shall pay to Lessor the value of  $\frac{1}{8}$  of the  $\frac{7}{8}$  working interest on all oil that shall be produced from said land under this lease until the equivalent of Thirty Five Dollars (\$35.00) per acre shall have been so paid to Lessor, whereupon such additional payments shall terminate. Said payments shall be made monthly after production shall have begun and shall continue until the Lessor shall have been paid said additional consideration of Thirty Five Dollars (\$35.00) C.F.S. Z.S. per acre out of said  $\frac{1}{8}$  of the  $\frac{7}{8}$  working interest as and when produced hereunder.

Lessee or his assigns is not obligated by the foregoing provisions, however, beyond the other terms and conditions herein, to drill a well on said lands or to pay delay rentals.

*Lessee shall be responsible for damages to Lessors property caused by its operations.*

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Signed for the purpose of identification.

Carl F. Schlipf  
 Zelma Schlipf

For the purpose of calculating the payments hereinafter provided for, said land is estimated to comprise 160 acres, whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall be for a term of FIVE years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land hereunder.

3. The royalties to be paid by Lessee are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefore prevailing for the field where produced on the date of purchase; (b) On gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or in the manufacture of gasoline or pther product therefrom, the market value at the well of one-eighth of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth of the amount realized from such sale; (c) on all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election, except that on sulphur the royalty shall be fifty cents (50c) per long ton, Lessee shall have free use of oil, gas, coal, wood and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil, gas and coal shall be computed after deducting any so used. Lessor shall have the privilege at his risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal

said tract; THENCE E. with said south line 450 varas to the place of beginning, containing 71-1/4 acres of land, more or less, LESS a tract of 49 acres conveyed by T. G. Wallingford to J. B. Fullick et al, reference Vol. 20, p. 524.

Save and except that all minerals in and under the tract hereinabove described are reserved to the Grantors herein, their successors and assigns.

SECOND TRACT: 27.9-acre tract in the John Reese Survey, thus described: BEGINNING on the N. boundary of the W. W. Moore's 34-acre survey off the same tract of land and the S. E. corner of D. H. Field's survey a stake in prairie; THENCE East 399.8 varas to a stake in prairie; THENCE North 395.2 varas to stake in prairie; THENCE West 399.8 varas to a stake in the Hempstead Road; THENCE South 395.2 varas to the place of beginning, containing 27.9 acres of land, more or less.

THIRD TRACT: 72 acres of land in the John Reese Survey, and thus described: BEGINNING at a stake in prairie on W. B. L. of said 1/3 league (John Reese) being the N. W. corner of T. F. Moore's land; THENCE North 500 varas to stake in Hempstead and Conroe Road; THENCE up said road N. 53° E., 230 varas to iron stake in road, the S. E. corner of J. W. Robertson's 6-acre tract of land in said 1/3 league; THENCE up said road 1st. N. 61° E. 140 varas; 2. E. 390 varas to N. W. corner of T. G. Wallingford's homestead tract; THENCE by W. line of said tract 383 varas to S. W. corner of W. W. Moore's N. B. line; THENCE West 167 varas to W. W. Moore's N. W. corner stake in prairie; THENCE S. 1° E. 345 varas to S. W. corner of said W. W. Moore's 34-acre tract, a stake from which a post oak 15 inches in dia. bears N. 20° E. 4.7 varas distant; THENCE West 555 varas to place of beginning, containing 72 acres of land, more or less.

Being the tract conveyed to T. G. Wallingford by deed recorded in Vol. 19, page 115, of the Waller County Records.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said I. L. Bunting, his heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators to warrant and forever defend all and singular the said premises unto the said I. L. Bunting, his heirs and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof.

But it is expressly stipulated that the vendor's lien is retained against the above described property, premises and improvements, until the above described notes, and all interest thereon, are fully paid according to their face and tenor, effect and reading, when this deed shall become absolute.

WITNESS our hands this the 25th. day of June, 1938.

(One (1) Two Dollar Federal Revenue Stamp and  
Two (2) Ten cent State Treasurer Stamps.)

Edna Ruth Lange  
Robert Lange  
John Roland Wallingford  
Corinne Wallingford  
Mrs. Edna Wallingford  
V. E. Wallingford

STATE OF TEXAS # BEFORE ME, the undersigned authority, on this day personally appeared  
COUNTY OF HARRIS # ROBERT LANGE and EDNA RUTH LANGE, 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 Edna Ruth Lange, wife of the said Robert Lange, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Edna Ruth Lange, 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