

THE STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS:

73465

THAT I, Carol Douglas Hare, of Denver, Colorado, for the consideration hereinafter shown and stated, to me paid and to be paid by North Hays No. Two, Ltd., a limited partnership in which the General Partner is Nueces Land and Mineral Corporation, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto the said North Hays No. Two, Ltd., a limited partnership in which Nueces Land and Mineral Corporation is its General Partner, of Nueces County, Texas, all that certain tract or parcel of land consisting of 452 acres of land, more or less, in Hays County, Texas, and being the same identical tract of land conveyed by deed, dated January 10, 1952, from V. L. Glosson to G. M. Douglas, recorded in Volume 152, page 49, Hays County Deed Records; and being the same identical real property described as FIRST TRACT in that deed from Guy M. Douglas to Carol Douglas Hare (the grantor herein), dated February 25, 1971, recorded Volume 242, pages 19-21, Hays County Deed Records, more accurately described by metes and bounds as follows, to-wit:

BEGINNING at an old Rock Mound from which an 8" Live Oak marked X bears North 15 degs. East 8.3 varas, another 8" Live Oak marked X bears South 65 degs. West 6.7 varas, This is the Northeast corner of the B. F. Hanna Survey No. 28, also being a re-entrant corner of the Geo. W. Lindsey Survey No. 138;

THENCE North 2518.0 varas with the East fence line of this tract to a corner post for the Northeast corner of this property in the Southwest line of the Greer Property;

THENCE North 61 degs. 30' West at 143.0 varas a fence post for the Southwest corner of the Greer property and the Southeast corner of the Lumpkin Property, continuing North 61 degs. 30' West for a total distance of 849.0 varas to an angle in fence line;

THENCE North 65 degs. West 157.0 varas to an old rock mound for angle in line on South bank of Barton Creek;

THENCE North 50 degs. West 118.8 varas crossing Barton Creek to a rock mound for corner;

THENCE South 63 degs. 20' West 48.5 varas to a corner fence post for corner;

THENCE South 15 degs. 38' East 70.0 varas, crossing Barton Creek to a corner fence post for corner.

THENCE South 53 degs. 30' West 13.6 varas to a corner fence post for corner;

THENCE South 2206.3 varas with the East line of this property to an old water well for corner;

THENCE South 71 degs. 50' East 323.7 varas to a corner fence post for corner;

THENCE South 13 degs. 40' East 209.9 varas to an angle in fence;

THENCE South 13 degs. 23' East 465.1 varas to a 16" Live Oak for corner from which an 8" Live Oak marked X bears North 53 degs. East 6.5 varas and a 12" Live Oak marked X bears South 76 degs. 30' West 16.0 varas. This is also a point in the North line of the B. F. Hanna Survey No. 28 and a South line of the Geo. W. Lindsey Survey No. 138;

THENCE East 541.0 varas with the North line of the B. F. Hanna Survey No. 28 and a South line of the Geo. W. Lindsey Survey No. 138, to the PLACE OF BEGINNING, containing 452.1 acres of land.

This conveyance also covers and includes:

A perpetual and irrevocable interest, right and easement in and to 1/4 of the stone water tank and drinking trough surrounding same, located about 15 feet Southwest of the well and windmill, and being that property set apart to V. L. Glosson and wife, Neva Glosson, in the partition deed by V. L. Glosson, et al dated January 29, 1940, and of record in Vol. 119, page 622, Hays County Deed Records.

As a part of the consideration for this conveyance grantee here now pays to grantor the sum of Ten Dollars (\$10.00) cash, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby fully acknowledged and confessed and for which no lien, either express or implied is retained.

The balance and remainder of the consideration for this conveyance in the sum and amount of One Hundred Twenty-Six Thousand Four Hundred Twenty and no/100 Dollars (\$126,420.00) is evidenced by one certain promissory note in the said principal sum, dated of even date herewith, executed and delivered as maker by North Hays No. Two, Ltd., acting

by and through its General Partner, Nueces Land and Mineral Corporation, payable to the order of Carol Douglas Hare, at her home in the City of Denver, Colorado, bearing interest as in said note provided, both principal and interest payable as follows, to-wit:

On or before September 10, 1972, the accrued or accumulated interest only shall be due and payable, and thereafter, annually, commencing on September 10, 1973, and on September 10th of each year thereafter, the principal and interest shall be payable in nineteen (19) equal annual installments of \$ 12,693.95 each until the full amount of the note, principal and interest is paid. After September 10, 1974, the full amount of the note or any part thereof may be prepaid without penalty or fee, and prior to September 10, 1974, prepayments may be made on said note as provided in the deed of trust additionally securing said note, such deed of trust being of even date with said note and this deed, and being executed as grantor by North Hays No. Two, Ltd., a limited partnership acting by and through its General Partner, Nueces Land and Mineral Corporation, to Tom G. Oliver, Jr., as Trustee, for the use and benefit of payee, or other owner or holder of said note.

The said promissory note shows on its face that it is given in part payment of the purchase price of the above described and hereby conveyed real property and is secured by the vendor's lien hereinafter reserved and retained and acknowledged in said note by the maker thereof.

The said note is further and additionally secured by the deed of trust above mentioned, and the indebtedness evidenced by said note is subject to maturity according to the terms and provisions of the said deed of trust, which is not yet of record, but which, together with the future record thereof is here referred to and made a part hereof.

There is EXCEPTED from this conveyance and reserved to the grantor herein, her heirs, executors, administrators and assigns an undivided one-half (1/2) of one-eighth (1/8th) interest in and to all of the oil royalty, gas royalty and royalty in casinghead gas, gasoline and royalty in other minerals in and under and that may be produced from the hereinabove described tract of land; said reservation and exception being of a one-half (1/2) of one-eighth (1/8th) royalty interest and said royalty interest and said reservation to be for a period of thirty (30) years from the date of this deed, and as long thereafter as oil, gas or other minerals or either of them is produced, saved or marketed from said land or any portion thereof of said land hereinabove described. If at the expiration of said term (30 years), oil, gas or other minerals, or either of them, are not being produced, saved or marketed from said land or any portion thereof, this reservation shall be null and void, and grantor's rights hereunder shall terminate.

North Hays No. Two, Ltd., a limited partnership with Nueces Land and Mineral Corporation as General Partner, its or their administrators, executors, heirs, successors and assigns, shall have the sole right, without the joinder of Carol Douglas Hare, to execute any and all oil, gas and other mineral leases upon the premises herein conveyed, and it or they shall have all of the bonus or bonuses which may be paid for any lease or leases or annual rentals to be paid under provisions under any such leases, however, during the term of this reservation, neither the said North Hays No. Two, Ltd., a limited partnership of which Nueces Land and Mineral Corporation is General Partner, nor the heirs, administrators, executors, successors and assigns which make or enter into any lease or contract

for the development of said land or any portion of the same for oil, gas or other minerals, unless each and every such lease, contract, leases or contracts shall provide for at least a royalty on oil of the usual one-eighth (1/8th) to be delivered free of cost in the pipeline and a royalty on natural gas of one-eighth (1/8th) of the value of same when sold or used off the premises, or one-eighth (1/8th) of the net proceeds of such gas, and one-eighth (1/8th) of the net amount of gasoline manufactured from natural or casinghead gas; and in the event North Hays No. Two, Ltd., with Nueces Land and Mineral Corporation as its General Partner, or its or their heirs, administrators, executors, assigns and successors in interest, or as in the status of the fee owners of the land and minerals, or as the fee owner or owners of any portion of said land, shall operate and develop the minerals therein, the grantor herein shall own and be entitled to receive, as a free royalty hereunder, an undivided one-half (1/2) of one-eighth (1/8th) of the percent interest first, hereinabove named and reserved, of all the oil produced and saved from the premises delivered to the grantor's credit free of cost in the pipeline, and the same percent interest and portion of the value or proceeds of the sales of natural gas when and while the same is used or sold off the premises, and the same percent interest of the net amount of gasoline or other products manufactured from gas or casinghead gas produced from wells situated on the premises during the term hereof and as reserved hereinabove.

TO HAVE AND TO HOLD the above described premises, subject to the vendor's lien hereinafter reserved and subject to the hereinabove oil, gas and other mineral reservation, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said North Hays No. Two, Ltd., a limited partnership in which Nueces Land

and Mineral Corporation is General Partner, their heirs, executors, administrators, assigns and successors in interest, forever; and I do hereby bind myself, my heirs, executors, administrators to WARRANT AND FOREVER DEFEND, all and singular the said premises unto the said grantee and its heirs, executors, administrators, assigns and successors in interest, against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject to the said mineral reservation and vendor's lien.

But, it is expressly agreed that the vendor's lien, as well as the superior, legal title in and to the above described premises, is retained against the above described property, premises and improvements until the above described vendor's lien note and all interest thereon are fully paid according to the face and tenor, effect and reading thereof, when this deed shall become absolute.

The deed of trust of even date herewith which additionally secures the promissory note hereinabove described contains a clause with reference to partial releases from the vendor's lien and deed of trust lien, which said deed of trust and future record thereof are here referred to and made a part hereof for the exact provisions of such partial release clause.

The tract of land hereinabove described was, in that deed from Guy M. Douglas to the undersigned, Carol Douglas Hare, dated February 25, 1971, recorded in Volume 242, pages 19-21, Hays County Deed Records, conveyed to the undersigned, Carol Douglas Hare, as a part of her separate property and to the use and benefit of her separate estate.

EXECUTED this 10th day of September, A.D., 1971.

Carol Douglas Hare
Carol Douglas Hare

VOL 245 PAGE 768

THE STATE OF COLORADO
COUNTY OF DENVER

BEFORE ME, the undersigned authority, in and for said
County and State, on this day personally appeared Carol Douglas Hare,
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 11th

day of September, A. D., 1971.

My Commission Expires
November 8, 1972

Wallace A. Uphouse
Notary Public in and for
Denver County, Colorado.

THE STATE OF TEXAS
COUNTY OF HAYS

I, LYDELL B. CLAYTON, Clerk of the County Court within and for the County and State aforesaid, do hereby certify that the with-
in and foregoing instrument of writing with its Certificate of Authentication, was filed for record in my office on the 16th day
of September A. D., 1971 at 11:00 o'clock A. M., and duly recorded on the 17th day
of September A. D., 1971 at 9:10 o'clock A. M., in the Book
of said County in Book Number 245 Pages 762-768 Inclusive.

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF HAYS COUNTY, TEXAS, the date last above written.

Lydell B. Clayton
LYDELL B. CLAYTON, Clerk of the County Court within and for the County

By [Signature] Deputy