

No. 52419

THE STATE OF TEXAS

vs.

L. V. ABERNATHY, ET AL

IN THE DISTRICT COURT OF

TRAVIS COUNTY, TEXAS

98th JUDICIAL DISTRICT

JUDGMENT

IN THE DISTRICT COURT OF TRAVIS COUNTY,
TEXAS, 98TH JUDICIAL DISTRICT

THE STATE OF TEXAS
vs.
L. V. ABERNATHY, ET AL

TO THE HONORABLE 98TH DISTRICT COURT OF
TRAVIS COUNTY, TEXAS:

On this the 12th day of November, A. D. 1934, came on to be heard the above entitled and numbered cause and came the plaintiff, the State of Texas, by and through her Attorney General, James V. Allred, and Assistants Attorney General, Ralph Yarbrough and Homer DeWolfe, and came the defendants:

L. V. Abernathy, Herbert Register, T. R. Abernathy, Roy Ashton, Sallie Bell, Tom Bell, Dewey Biggs, Horace Boyatt, Leo Bradshaw, Calvin Brown, J. M. Chandler, Ruth Crane, Albert Crane, J. M. Dickson, Mrs. Roy Dickson, W. D. Dickson John Elder, W. D. Elliott, J. C. Farmer, C. W. Ferguson, Rosetta Register Greer, and husband, L. C. Greer; M. H. Hackney, Louvera Register Harnage, Ocie D. Harnage, Leota Hilburn, Homer Hilburn, Porter Horton, Laura Howard, Perry Howard, W. E. Jones, A. A. King, John King, J. Solon King, J. A. Knowles, Roy Laird, Dan LaRoe, R. L. Long, Rosie Bell Lloyd, Mrs. B. Reagan McLemore, B. Reagan McLemore, Bertha Mason Myatt, Acklin Nichols, Mary Nichols, Edna Pardue, W. M. Perkins, C. P. Porter, Trustee, Christian Register, Cora Register, Ernest Register, Maggie Register, Mary Ella Register Clayburn, Jerry Clayburn, Malissa Register Howard, Russell Howard, M. J. Register, R. D. Register, A. N. Rogers, Joe Rollins, Maxie Rollins, Terry Neal, Maxie ollins, Guardian of Terry Neal, Minor; Susan Scott, J. L. Skaggs, Julia Smith, Jack Tillery, V. E. Todd, G. W. Wilkin, E. Ballanfonte, S. H. Killingsworth, H. T. Elder & Sons, Inc., First National Bank of Longview, First National Bank of Longview, Trustee; Louisiana Iron & Supply Company, Invincible Oil Company, Portland Oil Company, Island Oil Company, Mrs. Joseph Cocke and husband, Joseph Cocke, S. E. Damon, Guy R. Holcombe, Preble Neal, H. C. Perkins, H. P. Perkins, R. J. Randolph, M. H. Reed, W. L. Stark, John H. Tyler, Richard Yett, J. B. Richardson, The North Central Texas Oil Company, J. G. Catlett, Inc., R. F. Burns, W. T. Burns, J. Brown Cutbirth, W. L. Goldston, J. Nye Ryman, B. P. Seay, L. H. Marshburn, Brazos Oil Corporation, General Crude Oil Company, Charles M. Cope and Charles M. Cope, Inc., Blue Star Oil Company, Fidelity Oil & Royalty Company, Gulf Production Company, Kirby Petroleum Company, Pitkin-Goldston Oil Company, Shell Petroleum Corporation, The Texas Company, Tide Water Oil Company (an Oklahoma corporation), W. G. Blanchard, Jr., Joe DeGrazier, Bert Fields, John T. Gano, Dr. E. L. Knox, Lawrence W. Mangold, Mike McNamara, C. J. O'Connor, Quad Corporation, Southern Royalty Company, The Staple Crude Oil Corporation, Continental Supply Company, Halliburton Oil Well Cementing Company, Sun Oil Company, Texhoma Drilling Company, Pivot Oil Company, Baylor B. Brown, Susie Johnson and husband, L. C. Johnson, M. J. Register, Jr., Phil R. Register, Madella Kelley and husband, Willie Kelley, Frank Simmons, Anna Belle Thomas and husband, C. T. Thomas, Rice M. Tilley, Anderson Williams, M. E. Wolfill, First National Bank of Fort Worth, Texas, Trustee, Fort Worth Pipe & Supply Company, Premier Investment Company, C. C. Crews, B. M. Dutton, H. C. Hensley, G. F. Holden, Harry Holden, Max Kelly, H. W. Lee, L. O. McMillan, W. L. Phagan, A. T. Sharp, Ed J. Zilkey, D. & H. Oil Corporation, J. B. Blanchard, Robert M. Franks, C. G. Porter, Saltmount Oil Corporation, Leonard Petroleum Corporation, Aza Register, Tom R. Register, Guardian of Samuel Williams, Minor; John W. Thomas, First National Bank of Wichita Falls, Texas, George L. Payton, W. M. Payton, Mrs. E. L. Smith, Julia Smith Thomas, Fred J. Adams, H. W. Fielder, George Lyles, Fred J. Adams and George W. Lyles, co-partners, composing the firm of Adams & Lyles, William Biggio, Paul Brown, F. N. Drane, Mrs. Billie Orrell Ward, L. I. Layne, Byrd Ashburn, and A. H. Hackett, P. P. Granbury, Roy Marcom, Mrs. Abigail Guernsey, Mrs. Mary Henderson, Mrs. Mary Anna Henderson, Mrs. Carla D. Sheffield, Clyde Vinson, R. J. Whelan, Curtis G. Breaux, O. M. Grisham, S. J. Banguess, J. L. Haynes, R. R. Hobson, J. S. Slack, Conway Stroud, Dr. B. J. DeLaurel, E. M. Boagin, Jr., C. W. Lane Company, Inc., J. H. Bell, Dr. L. A. H. Bishop, Fred S. Comstock, Mary H. Costello, Henry E. Koster, James M. Dawson, Jr., Florence A. Downs, Carrie M. Ellis, Ira A. Ellis, Elmer E. Emery, J. Everett Foering, Ernest Karl Fraser, Jerome Gouty, W. H. Hammond, Minnie W. Heisler, Lewis D. Hopfield, Mrs. Mary A. Howard, A. Victor Hughes, James P. Humphreys, Nettie B. Johnson, John W. Leidinger, Wm. C. Mitchell, Glen W. Owens, Dr. C. E. Peterson, Samuel Rigelhaupt, Frederick O. Root, Jonas A. Rudolph, Geo. L. Sanford, Mary C. Shahan, Frank S. Waler, G. T. Blankenship, J. G. Catlett, Seth W. Herndon, John L. Leavell, C. B. Mann,

J. E. Mannas, J. R. Simpson, J. Wood Glass, H. W. Reed, A. J. Spears, Mrs. A. J. Spears, M. E. Trapp, Pearl Vandervoort, First National Bank of McAlester, Oklahoma, J. G. Puterbaugh, H. G. Boren, Frank L. Grier, Mrs. Hazel H. Hutoon, Wm. M. Mask, Jr., and wife, Alice F. Mask, Harry B. McCaulley, Isaac Merritt, Ella Merritt, Chas. R. Parker, James A. Roome, A. L. Conner, Dominick Salvatore, Mrs. Mamie B. Weis, Chicago Oil & Royalty Company, John E. Horn and John E. Horn, Trustee, Imperial Royalties Company, John B. Danberg and wife, Georgia B. Danberg, Dr. Leslie W. Schwab and wife, Alice T. Schwab, Joseph F. Woodsum and wife, Grace D. Woodsum, Dora Mylander, Annie Pruitt, H. L. Williford, Voyt Williams, W. B. Hamilton, L. E. Hutchins, Mrs. A. N. Weaver, W. L. Lemons, E. D. Miller, S. P. Perkins, Roy D. Goldston, Maude W. Holcomb, Henry Williams, Inez Williams, Wash Williams, C. J. Connor, W. A. Lasher, Erman Price, Roy Leak, E. E. Brecher, J. H. Butler, John H. Wall, H. M. Welch, Alvin M. Owsley, Jack Elder, Minnie Elder, widow, Frank Elder, Jr., Charleen Bagwell and husband, Judson Bagwell, McAlester Fuel Company, L. L. Lively, J. C. Tippet, Ocie D. Harnage, Louvera Harnage, E. X. Birdsong, C. F. Kolp, Thos. J. Carter, O. V. Pickens, H. P. Perkins, Irvin G. Downs, Dan W. Francis, D. H. Sanford, H. G. Woodruff, Daisy Holden, A. L. Rogers, by their respective attorneys and all announced ready for trial, and a jury having been waived by all parties, and all matters in controversy of fact as well as of law were submitted to the court and after having heard the pleadings, evidence and arguments of counsel, it is ordered, adjudged and decreed by the court that:

SECTION I.

The plaintiff, the State of Texas, do have and recover of and from the defendants:

L. V. Abernathy, Roy Ashton, Horace Boyatt, Calvin Brown, Ruth Crane, Albert Crane, Mrs. Roy Dickson, W. D. Elliott, C. W. Ferguson, L. C. Greer, Lovera Register Harnage, Porter Horton, A. A. King, J. Solon King, Roy Laird, R. L. Long, B. Reagan McLemore, Bertha Mason Myatt, Edna Pardue, C. P. Porter, Trustee, Cora Register, A. N. Rogers, Maxie Rollins, Susan Scott, Julia Smith, V. E. Todd, T. R. Abernathy, Dewey Biggs, Leo Bradshaw, J. M. Chandler, J. M. Dickson, W. D. Dickson, J. C. Farmer, Rosetta Register Greer, M. H. Hackney, Leota Hilburn, W. E. Jones, John King, J. A. Knowles, Dan LaRoe, Rosie Bell Lloyd, W. M. Perkins, Christina Register, Joe Rollins, J. L. Skaggs, G. W. Wilkin, E. Ballanfonte, H. T. Elder & Sons, Inc., First National Bank of Longview, Portland Oil Company, Island Oil Company, S. E. Damon, H. P. Perkins, M. H. Reed, John H. Tyler, R. F. Burns, J. Nye Ryman, L. H. Marshburn, Blue Star Oil Company, The Texas Company, W. G. Blanchard, Jr., Dr. E. H. Know, Mike McNamara, Quad Corporation, Staple Crude Oil Company, Continental Supply Company, Sun Oil Company, Pivot Oil Company, First National Bank of Fort Worth, First National Bank of Longview, Trustee, Louisiana Iron & Supply Company, Mrs. Joseph Cocke, Mr. Joseph Cocke, Guy R. Holcombe, H. C. Perkins, W. L. Stark, Richard Yett, The North Central Texas Oil Company, J. G. Catlett, Inc., W. T. Burns, W. L. Goldston, Brazos Oil Corporation, Charles M. Cope and Charles M. Cope, Inc., Fidelity Oil & Royalty Company, Kirby Petroleum Company, Joe De Grazier, John T. Gano, Lawrence W. Mangold, C. J. O'Connor, Southern Royalty Company, Halliburton Oil Well Cementing Company, Texhoma Drilling Company, Baylor B. Brown, Rice M. Tilley, M. E. Wolfill, Fort Worth Pipe & Supply Company, Premier Investment Company, Max Kelley, L. O. McMillan, A. T. Sharp, J. B. Blanchard, C. G. Porter, Leonard Petroleum Corporation, First National Bank of Wichita Falls, Texas, George L. Payton, Mrs. E. L. Smith, Paul Brown, F. N. Drane, L. I. Layne, A. H. Hackett, Roy Marcom, Mrs. Mary Henderson, Mrs. Carla D. Sheffield, R. J. Whelan, O. M. Grisham, J. L. Haynes, J. S. Slack, Dr. B. J. DeLaurel, W. C. Lane Company, Inc., Dr. L. A. H. Bishop, Mary H. Costello, Charleen Bagwell, Judson Bagwell, Jack Elder, C. C. Crews, Harry Holden, H. W. Lee, W. L. Phagan, Ed J. Zilkey, Robert M. Franks, Saltmount Oil Corporation, John W. Thomas, W. M. Payton, Julia Smith Thomas, H. W. Fielder, William Biggio, Mrs. Billie Orrell Ward, Byrd Ashburn, P. P. Granbury, Mrs. Abigail Guernsey, Mrs. Mary Anna Henderson, Clyde Vinson, Curtis G. Breaux, S. J. Banguess, R. R. Hobson, Conway Stroud, E. M. Boagin, Jr., J. H. Bell, Fred S. Comstock, Henry E. Koster, James M. Dawson, Jr., Irving G. Downs, Ira A. Ellis, J. Everett Foering, Jerome Gouty, Minnie W. Heisler, Mrs. Mary A. Howard, Nettie B. Johnson, Wm. C. Mitchell, Dr. C. E. Peterson, Frederick O. Root, Geo. L. Sanford, Frank S. Walker, J. G. Catlett, John L. Leavell, J. E. Mannas, J. Wood Glass, A. J. Spears, M. E. Trapp, First National Bank of McAlester, Frank L. Grier, Wm. M. Mask, Jr., Harry B. McCaulley, Chicago Oil & Royalty Company, Imperial Royalties Company, Georgia B. Danberg, Alice T. Schwab, Grace D. Woodsum, Annie Pruitt, Voyt Williams, L. E. Hutchins, W. L. Lemons, E. D. Miller, S. P. Perkins, E. E. Brecher, J. H. Butler, Florence A. Downs, Carrie M. Ellis, Elmer E. Emery, Ernest Karl Fraser, W. H. Hammond, Lewis D. Hopfield, A. Victor Hughes, James P. Humphreys, John W. Leidinger, Glen W. Owens, Samuel Rigelhaupt, Jonas A. Rudolph, Mary C. Shahan, G. T. Blankenship, Seth W. Herndon, C. B. Mann, J. R. Simpson, H. W. Reed, Mrs. A. J. Spears,

Pearl Vandervoort, H. G. Boren, Mrs. Hazel B. Hutoon, Alice F. Mask, Isaac Merritt, John E. Horn, John B. Dangberg, Dr. Leslie W. Schwab, Joseph F. Woodsum, Dora Mylander, H. L. Williford, W. B. Hamilton, Mrs. A. N. Weaver, C. J. Conner, W. A. Lasher, Erman Price, Roy Leak, John W. Wall, H. M. Welch, Alvin M. Owsley, Ernest Register, Maggie Register, Mary Ella Register Clayburn, Jerry Clayburn, R. D. Register, Maxie Rollins, Silver Star Oil Company, Preble Neal, J. B. Richardson, Phil R. Register, Frank Simmons, Aza Register, Tom R. Register, J. G. Puterbaugh, Ella Merritt, Chas. R. Parker, James A. Roome, Dominick Salvatore, Mamie B. Weis, John E. Horn, Trustee, Ocie D. Harnage, Lovera Harnage, E. X. Birdsong, H. P. Perkins, Daisy Holden, Irvin G. Downs, Russell Howard, S. H. Killingsworth, G. F. Holden and A. L. Conner,

and each of them, the title and possession of the following described land, including all the oil, gas and other minerals in and under said land and heretofore and that may hereafter be produced therefrom, together with all oil wells and personal property located thereon or used in connection therewith, for which let execution issue; said land is located in Gregg County, Texas, and more particular described as follows, to-wit:

BEGINNING at a point in the North boundary line of the Mary Scott Survey 740.1 varas West of the Northeast corner of said survey, said Northeast corner of the Mary Scott Survey being a pine stake set in the north bank of a small branch, course Northwest, from which a badly burned forty-eight inch pine stump bears North 66 deg. West 4 varas, a twenty-eight inch white oak marked X monogram MH above the X, bears North 31 deg. 23 min. East 18 varas, and a fourteen inch red oak, marked X with the monogram MH above, bears N 2 deg. 35 min. East 5.44 varas; said Northeast corner of the Mary Scott Survey being also 576 varas East of a piece of wagon tire driven in the ground for the most Northernly Southwest corner of the L. B. Outlaw Survey, from said wagon tire the Sun Oil Company's Joe Rollins well No. 10 bears North 45 deg. 28 min. East 127.85 varas, the Sun Oil Company's Joe Rollins well No. 5 bears North 78 deg. 49 min. East 145.05 varas, and the Sultana Drilling Company's River Bed oil well "M" bears North 35 deg. 10 min. West 89.16 varas;

THENCE West with the North boundary line of said Mary Scott Survey, at 392.5 varas passing the Southeast corner of the Perry Howard 2.25 acre survey and the Southwest corner of the Laura Howard 2.25 acre Survey, an iron stake from which an oil well bearing the name of Skaggs No. 1 bears North 25.11 varas; and continuing West with the North boundary line of said Mary Scott Survey, 1161.42 varas the Northwest corner of the Mary Scott Survey and Northeast corner of the David Dainwood Survey, an iron pipe from which a twenty-four inch sweet gum bears North 51 deg. 32 min. East 4.1 varas, an oil well bearing the name Texas Company No. 14 Elder bears South 21 deg. 32 min. East 36.06 varas, another oil well bearing the name of General Crude No. 7 Scott bears South 60 deg. 3 min. West 59.3 varas, and another oil well located on the A. B. Thomas patent bears North 40 deg. 16 min. West 40.76 varas; and continuing West with North boundary line of David Dainwood Survey at 2447.4 varas the Northwest corner of the David Dainwood Survey and the Northeast corner of the Isaiah Beatty Survey, an iron pipe from which an oil well bearing the name of McCulloch No. 1 Strong bears South 124.16 varas, and an oil well bearing the name of Tide Water Oil Company No. 5 Bell bears South 0 deg. 14 min. 39 seconds East 38.02 varas, and another oil well bearing the name of R. B. Shultz, Receiver, No. 2 bears North 0 deg. 31 min. E 18 varas, and continuing West with North boundary line of Isaiah Beatty Survey, a total distance of 4197.32 varas, the Northwest corner of the Isaiah Beatty Survey an iron pipe set for corner in the East boundary line of the Bailey Anderson Survey;

THENCE North 63 varas to an iron stake marking the Southwest corner of the Wm. R. Powell Survey;

THENCE East with South boundary line of Wm. R. Powell Survey, at 850 varas passing an iron pipe set for the Southeast corner of the Wm. R. Powell Survey and the Southwest corner of the G. F. Penn Survey, from which pipe a fourteen inch red oak bears North 32 deg. 42 min. East 3.96 varas, a twelve inch post oak bears North 64 deg. 39 min. East 3.71 varas; and continuing East with South boundary line of G. F. Penn Survey at 3321 varas an iron pipe set for the Southeast corner of the G. F. Penn Survey and Southwest corner of the Juan Armendaris Survey, from which pipe an oil well bearing the name of Invincible No. 1 Weis bears North 37 deg. 47 min. East 150.31 varas, another oil well bearing the name of Texas Company No. 13 Elder bears South 50 deg. 5 min. West 179.11 varas, and another oil well bearing the name of Texas Company No. 9 Elder bears South 17 deg. 55 min. 42 seconds East 182.05 varas; and continuing East with South boundary line of Juan Armendaris Survey at 3984.62 varas, the Southeast corner of Juan Armendaris Survey, a stake on the South bank of Sabine River;

THENCE down the river with its meanders to a point due North of the place of beginning;
THENCE South to the place of beginning.

SECTION II.

(a) That the plaintiff, the State of Texas, do have and recover of and from Tom Bell, Perry Howard, Sallie Bell, John Elder, Laura Howard, Acklin Nichols, Mary Nichols, Jack Tillery, J. Brown Cutbirth, Gulf Production Company, Pitkin-Goldston Oil Company, Bert Fields, Susie Johnson, M. J. Register, C. T. Thomas, Anderson Williams, Invincible Oil Company, R. J. Randolph, B. P. Seay, Shell Petroleum Corporation, Tide Water Oil Company, L. C. Johnson, Madella Kelley, Willie Kelley, Annie Bell Thomas, C. T. Thomas, B. M. Dutton, D. & H. Oil Corporation, Fred J. Adams, George W. Lyle, H. C. Hensley, Samuel Williams, Henry Williams, Wash Williams, J. C. Tippet, Thos. J. Carter, C. F. Kolp, McAlester Fuel Company, General Crude Oil Company, L. L. Lively, Minnie Elder, Frank Elder, Jr., Mrs. B. Reagan McLemore, Maud W. Holcomb, Roy D. Goldston, O. V. Pickens, Malissa Register Howard, Terry Neal, Maxie Rollins, Guardian, A. L. Rogers, Dan W. Francis, D. H. Sanford, and H. G. Woodruff, one-sixteenth (1/16) of all the oil and gas, in and under and that has heretofore and that may be hereafter produced from the land described above in Section I of this judgment, as a free royalty and that the plaintiff, the State of Texas, do have and recover of and from the defendants above named in this section all of all other minerals in and under said land save and except oil and gas.

(b) By the terms "free royalty" as used in this section is meant that any person, firm or corporation producing oil or gas from the property above described shall deliver to the State of Texas one-sixteenth (1/16) of said oil and/or gas produced and saved from said land, free of cost in the pipe line to which said oil or gas wells are or may be connected.

(c) The Court finds that the respective lessors in the oil and gas leases enumerated and referred to in Sections XXIV to XLIII, inclusive, of this judgment received as the consideration for said respective leases the sum of One Hundred (\$100.00) Dollars in each case; and that the plaintiff, State of Texas, is entitled to one-half of said considerations; and it is therefore ordered, adjudged and decreed that the plaintiff, State of Texas, do have and recover from the following named parties the following sums of money:

From Laura Howard	\$100.00
From Maxie Rollins, Guardian of the Estate of Terry Neal	50.00
From Perry Howard	100.00
From Anderson Williams	50.00
From Annie Bell Thomas	50.00
From Wash Williams	50.00
From Madella Simmons Kelley	50.00
From Susie Johnson	50.00
From Henry Williams	50.00
From M. J. Register	50.00
From Acklin Nichols and Mary Nichols.....	50.00
From Tom Bell and Sallie Bell.....	50.00
From Malissa Register Howard	50.00
From Minnie Elder	50.00
From Dan W. Francis	50.00
From John Elder	50.00
From Frank Elder, Jr.	50.00

and in addition to said recovery of one-half (1/2) of the consideration for each lease as above adjudicated, the State of Texas shall be entitled hereafter to receive from each respective lessee in said oil and gas leases, and his assigns, the sum of ten cents (\$0.10) per acre annually for the area covered by said lease, to be paid in the case of each such lease by the respective lessee or his assigns to the Land Commissioner of the State of Texas each year on or before the anniversary date of the lease, during the existence of such lease; and in the event of the relinquishment, expiration or abandonment of said leases, the plaintiff, State of Texas, shall be entitled to one-half (1/2) of any consideration which may be received by the owner of the soil for any future oil and gas lease covering such tracts, together with the sum of ten cents (\$0.10) per acre per annum during the existence of any such lease. It is expressly adjudged and decreed, however, that the title to the following undivided interests in the oil and gas in and under portions of the land hereinbefore described, which interests are hereinafter vested by this judgment in the parties entitled thereto, are and shall remain as against all parties hereto, including the State of Texas, absolute and not determinable and not dependent upon the continued existence of any oil and gas lease; said interests being as follows:

(1) The one-fourth (1/4) overriding royalty interests as defined and adjudged to Invincible Oil Company in Sections XXVIII, XXIX, XXX, XXXI, and XXXII hereof;

(2) The one-eighth (1/8) overriding royalty interests as defined and adjudged to Pitkin-Goldston Oil Company, B. P. Seay, and J. Brown Cutbirth in Sections XXXIII, XXXIV, and XXXV hereof;

(3) The three-thirty-seconds (3/32) overriding royalty interest as defined and adjudged to Shell Petroleum Corporation in Section XXXVI hereof;

(4) The three-thirty-seconds (3/32) overriding royalty interest as adjudged to Gulf Production Company in Section XXXVII hereof; and

(5) The three-thirty-seconds (3/32) overriding royalty interest as adjudged to Tide Water Oil Company in Section XXXVIII hereof.

SECTION III.

Laura Howard, Fred J. Adams, George W. Lyle, R. J. Randolph, General Crude Oil Company and D. & H. Oil Corporation do have and recover of and from the State of Texas and all the other parties to this suit, being the other parties named in Sections I and II above of this judgment, (1) all of the following described tract of land except the mineral interest therein hereinbefore adjudged to the State of Texas, and (2) fifteen-sixteenths (15/16) of all oil and gas in and under and that has been heretofore or may be hereafter produced from the following described tract of land, together with all oil wells located thereon and personal property used in connection therewith; said land is situated in Gregg County, Texas, and more particularly described as follows, to-wit:

BEGINNING at a point on the north line of the Mary Scott survey 740.1 varas west of the northeast corner of the Mary Scott survey; said northeast corner of the Mary Scott survey being a pine stake set in the north bank of a small branch coursing northwest, from which a badly burned 48 inch pine stump bears North 66 deg. West 4 varas; a 28 inch white oak marked X, monogramed MH above the X, bears North 31 deg. 23 min. East 18 varas and a 14 inch red oak marked X, with the monogram MH above the X, bears north 2 deg. 35 min. East 5.44 varas; said point being also 164.1 varas west of a piece of wagon tire driven in the ground for the most northerly southwest corner of the L. B. Outlaw survey, from which piece of wagon tire, the Sun Oil Company Joe Rollins well No. 10 bears North 45 deg. 28 min. East 355.93 feet and the Sun Oil Company Joe Rollins well No. 5 bears North 78 degrees 49 min. East 402.13 feet and the Sultana Oil Corporation State river bed well "M" bears North 35 deg. 10 min. west 247.68 feet;

THENCE West with the north line of the Mary Scott survey 95.5 varas to a stake for corner, same being the southeast corner of the Perry Howard one acre survey, from which stake the Silver Star Oil Company No. 1 in the Perry Howard survey bears North 57 deg. 50 min. west 144.8 feet and Sultana Oil Corporation State river bed well "L" bears north 12 deg. 13 min. East 157.5 feet;

THENCE North 56.8 varas to a 1 inch iron pipe, same being the northeast corner of the Perry Howard one acre survey, from which pipe Sultana Oil Corporation State River Bed well "L" bears south 83 deg. 19 min. east 33.5 feet;

THENCE South 86 deg. 17 min. East with the south bank of said river to a point due north of the place of beginning;

THENCE South 50 varas to place of beginning, and being a part of the land described in Section I of this judgment and known as a part of the Laura Howard one-acre survey, and the title to said land (except the mineral interests therein hereinbefore adjudged to the State of Texas) and to said 15/16 of the oil and gas be and the same is hereby vested in the said Laura Howard, R. J. Randolph, Fred J. Adams, Geo. W. Lyle, General Crude Oil Company and D. & H. Oil Corporation, and divested from the State of Texas and all other parties hereto, such other parties being those named in Sections I and II of this judgment.

SECTION IV.

Perry Howard, McAlester Fuel Company, Fred J. Adams, Geo. W. Lyle, Bert Fields, Jack Tillery, and General Crude Oil Company do have and recover of and from the State of Texas and all the other parties to this suit, being the other parties named in Sections I and II above of this judgment, (1) all of the following described tract of land except the mineral interests therein hereinbefore adjudged to the State of Texas, and (2) fifteen-sixteenths (15/16) of all oil and gas in and under and that has been heretofore or may be hereafter produced from the following described tract of land, together with all oil wells located thereon and personal property used in connection therewith; said land is situated in Gregg County, Texas, and more particularly described as follows, to-wit:

BEGINNING at a stake on the North line of the Mary Scott Survey at 835.6 varas West of the Northeast corner of the said Survey, said stake being also 259.6 varas West of a piece of wagon tire driven in the ground for the most Northernly Southwest corner of the L. B. Outlaw Survey, from which piece of wagon tire the Sun Oil Company's Joe Rollins well No. 10 bears North 45 deg. 28 min. East 355.13 feet and the Sun Oil Company Joe Rollins well No. 5 bears North 78 deg. 49 min. East 402.93 feet and the Sultana Oil Corporation State River Bed well "M" bears North 35 deg. 10 min. West 247.68 feet;

THENCE West with the North line of the Mary Scott Survey 95 varas to a stake for corner;

THENCE North 63 varas to a stake on the bank of the Sabine River;

THENCE South 86 deg. 17 min. East 95.21 varas with South bank of Sabine River to 1 inch iron pipe, witness the Sultana Oil Corporation State River Bed Oil Well "L" bears South 83 deg. 19 min. East 33.54 feet;

THENCE South 56.8 varas to the place of beginning, and being a part of the land described in Section I of this judgment and known as the Perry Howard one acre survey, and title to said land (except the mineral interest therein hereinbefore adjudged to the State of Texas) and to said 15/16 of the oil and gas be and the same is hereby vested in the said Perry Howard, McAlester Fuel Company, Fred J. Adams, Geo. W. Lyle, Bert Fields, Jack Tillery, and General Crude Oil Company, and divested from the State of Texas and all other parties hereto, such other parties being those named in Sections I and II of this judgment.

SECTION V.

Laura Howard, Fred J. Adams, Geo. W. Lyle, and D. & H. Oil Corporation, do have and recover of and from the State of Texas and all the other parties to this suit, being the other parties named in Sections I and II above of this judgment, (1) all of the following described tract of land except the mineral interests therein hereinbefore adjudged to the State of Texas, and (2) fifteen-sixteenths (15/16) of all oil and gas in and under and that has been heretofore or may be hereafter produced from the following described tract of land, together with all oil wells located thereon and personal property used in connection therewith; said land is situated in Gregg County, Texas, and more particularly described as follows, to-wit:

BEGINNING at the Northwest corner of the Perry Howard one acre survey a 1 inch iron pipe for corner on South bank of the Sabine River;

THENCE South with the West line of said Perry Howard one acre Survey 63 varas to a stake on the North line of the Mary Scott Survey, said stake being 95 varas West of the Southwest corner of tract known as the Perry Howard one acre Survey;

THENCE West with the North line of the Mary Scott Survey 202 varas to a stake, which stake is 35 feet East and 60.1 feet North of the Danciger Oil & Refining Company R. O. Kenley oil well located in the Northwest corner of the Laura and Perry Howard 88 acre tract;

THENCE North 63 varas to a stake for corner;

THENCE East 202 varas to place of beginning, and being a part of the land described in Section I of this judgment and known as the Laura Howard 2.25 acre Survey, and the title to said land (except the mineral interest therein hereinbefore adjudged to the State of Texas) and said 15/16 of the oil and gas be and the same is hereby vested in Laura Howard, Fred J. Adams, Geo. W. Lyle, and D. & H. Oil Corporation, and divested from the State of Texas and all other parties hereto, such other parties being those named in Sections I and II of this judgment.

SECTION VI.

Perry Howard, Fred J. Adams, Geo. W. Lyle, Bert Fields, and R. J. Randolph, do have and recover of and from the State of Texas and all the other parties to this suit, being the other parties named in Sections I and II of this judgment, (1) all of the following described tract of land (except the mineral interest therein hereinbefore adjudged to the State of Texas) and (2) fifteen-sixteenths (15/16) of all oil and gas in and under and that has been heretofore or may be hereafter produced from the following described tract of land, together with all oil wells located thereon and personal property used in connection therewith; said land is situated in Gregg County, Texas, and more particularly described as follows, to-wit:

BEGINNING at a stake set in the North line of the Mary Scott Survey, which stake is 35 feet East and 60.1 feet North of the Danciger Oil & Refining Company R. O. Kenley oil well located in the Northwest corner of the Laura and Perry Howard 88 acre tract;

THENCE West with the North line of the Mary Scott Survey 194 feet to a stake at a point where the West fence line of the Laura and Perry Howard 88 acre tract intersects said North line of the Mary Scott Survey;

THENCE North 175 feet to a stake for corner;

THENCE East to a stake, a point due North of the place of beginning;

THENCE South to the place of beginning, and being a part of the land described in Section I of this judgment and known as part of the Perry Howard 2.25 acre Survey, and the title to said land (except the mineral interest therein hereinbefore adjudged to the State of Texas) and said fifteen-sixteenths (15/16) of the oil and gas be and the same is hereby vested in the said Perry Howard, Fred J. Adams, Geo. W. Lyle, Bert Fields, and R. J. Randolph, and divested from the State of Texas and all other parties hereto, such other parties being those named in Sections I and II of this judgment.

SECTION VII.

L. L. Lively and A. L. Rogers do have and recover of and from the State of Texas and all the other parties to this suit, being the other parties named in Sections I and II of this judgment, (1) all of the following described tract of land (except the mineral interest therein hereinbefore adjudged to the State of Texas) and (2) fifteen-sixteenths (15/16) of all oil and gas in and under and that has been heretofore or may be hereafter produced from the following described tract of land, together with all oil wells located thereon and personal property used in connection therewith; said land is situated in Gregg County, Texas, and more particularly described as follows, to wit:

BEGINNING at a stake on the North line of the Mary Scott Survey at a point where the West fence line of the Laura and Perry Howard 88 acre tract intersects the North line of said Mary Scott Survey, said point being also 60.1 feet North and 170.3 feet West from the Danciger Oil & Refining Company R. O. Kenley oil well located in the Northwest corner of said Laura and Perry Howard 88 acre tract;

THENCE West 200 feet to a stake, said stake being 71.1 feet North and 25 feet West of the Texas Company H. T. Elder & Sons well No. 12;

THENCE North 175 feet to a stake for corner;

THENCE East to a point due north of place of beginning;

THENCE South to place of beginning,

and being a part of the land described in Section I of this judgment, and the title to said land (except the mineral interest therein hereinbefore adjudged to the State of Texas) and said fifteen-sixteenths (15/16) of the oil and gas be and the same is hereby vested in the said L. L. Lively and A. L. Rogers, and divested from the State of Texas and all other parties hereto, such other parties being those named in Sections I and II of this judgment.

SECTION VIII.

Minnie Elder and D. H. Sanford do have and recover of and from the State of Texas and all the other parties to this suit, being the other parties named in Sections I and II above of this judgment, (1) all of the following described tract of land (except the mineral interest therein hereinbefore adjudged to the State of Texas) and (2) fifteen-sixteenths (15/16) of all oil and gas in and under and that has been heretofore or may be hereafter produced from the following described tract of land, together with all oil wells located thereon and personal property used in connection therewith; said land is situated in Gregg County, Texas, and more particularly described as follows, to wit:

BEGINNING at a stake 515.66 varas East of the Northwest corner of the Mary Scott Survey and on the North boundary line of the same, from which The Texas Company's H. T. Elder & Sons No. 6 oil well is South 118.4 varas and east 64.29 varas. The Texas Company's H. T. Elder & Sons No. 12 oil well is South 26.31 varas and East 124.16 varas;

THENCE East with the North line of the Mary Scott Survey 114.84 varas to a stake for a corner from which the Texas Company's H. T. Elder & Sons oil well No. 6 is South 118.4 varas and West 50.54 varas and the Texas Company's H. T. Elder & Sons No. 12 oil well is South 26.31 varas and East 9.32 varas;

THENCE North 63 varas to a stake for a corner from which a 22 inch Walnut tree bears South 19 deg. 10 min. West 12.6 varas and The Texas Company's H. T. Elder & Sons No. 12 oil well is South 89.31 varas and East 9.32 varas;

THENCE West with the North boundary line of said tract 114.84 varas to a stake for a corner from which the Texas Company's H. T. Elder & Sons No. 6 oil well is South 181.4 varas and east 64.29 varas and The Texas Company's H. T. Elder & Sons No. 12 oil well is South 89.31 varas and East 124.16 varas;

THENCE South 63 varas to the place of beginning, and being a part of the land described in Section I of this judgment and known as the Minnie Elder 1.29 acre Survey, and the title to said land (except the mineral interest therein hereinbefore adjudged to the State of Texas) and said fifteen-sixteenths (15/16) of the oil and gas be and the same is hereby vested in the said Minnie Elder and D. H. Sanford, and divested from the State of Texas and all other parties hereto, such other parties being those named in Section I and II of this judgment.

SECTION IX.

John Elder and Dan W. Francis do have and recover of and from the State of Texas and all the other parties to this suit, being the other parties named in Sections I and II of this judgment, (1) all of the following described tract of land (except the mineral interest therein hereinbefore adjudged to the State of Texas), and (2) fifteen-sixteenths (15/16) of all oil and gas in and under and that has been heretofore or may be hereafter produced from the following described tract of land, together with all oil wells located thereon and personal property

used in connection therewith; said land is situated in Gregg County, Texas, and more particularly described as follows, to wit:

BEGINNING at a stake 400.82 varas East of the Northwest corner of the Mary Scott Survey, and on the North boundary line of the same from which The Texas Company's H. T. Elder & Sons No. 9 oil well is South 110.26 varas and West 62.38 varas, and The Texas Company's H. T. Elder & Sons No. 13 oil well is South 33.37 varas and West 227.44 varas;

THENCE East with the North boundary line of the said survey, the Mary Scott, 114.84 varas to a stake from which the Texas Company's H. T. Elder & Sons No. 6 oil well is South 118.4 varas and East 64.29 varas, and The Texas Company's H. T. Elder & Sons No. 12 oil well is South 26.31 varas and East 124.16 varas;

THENCE North 63 varas to a stake from which The Texas Company's H. T. Elder & Sons No. 6 oil well is South 181.4 varas and East 64.29 varas, and The Texas Company's H. T. Elder & Sons No. 12 oil well is South 89.31 varas and East 124.16 varas;

THENCE West 114.84 varas to a stake from which The Texas Company's H. T. Elder & Sons No. 9 oil well is South 173.26 varas and West 62.38 varas, and The Texas Company's H. T. Elder & Sons No. 13 oil well is South 96.37 varas and West 227.44 varas;

THENCE South 63 varas to the place of beginning; and being a part of the land described in Section I of this judgment and known as the John Elder 1.29 acre Survey, and the title to said land (except the mineral interest therein hereinbefore adjudged to the State of Texas) and (2) fifteen-sixteenths (15/16) of all oil and gas be and the same is hereby vested in the said John Elder and Dan W. Francis and divested from the State of Texas and all other parties hereto, such other parties being those named in Sections I and II of this judgment.

SECTION X.

Frank Elder, Jr., and D. H. Sanford, do have and recover of and from the State of Texas and all the other parties to this suit, being the other parties named in Sections I and II above of this judgment, (1) all of the following described tract of land (except the mineral interest therein hereinbefore adjudged to the State of Texas), and (2) fifteen-sixteenths (15/16) of all oil and gas in and under and that has been heretofore or may be hereafter produced from the following described tract of land, together with all oil wells located thereon and personal property used in connection therewith; said land is situated in Gregg County, Texas, and more particularly described as follows, to wit:

BEGINNING 286 varas East of the Northwest corner of the Mary Scott Survey at a 3/8 inch iron rod on the North boundary line of the same from which it is South 33.37 varas and West 112.6 varas to The Texas Company's H. T. Elder & Sons No. 13 oil well, and The Texas Company's H. T. Elder & Sons No. 9 oil well is South 110.26 varas and East 52.45 varas;

THENCE East with the North boundary line of the Mary Scott Survey 114.84 varas to a stake for a corner from which the Texas Company's H. T. Elder & Sons No. 9 oil well is South 110.26 varas and West 62.38 varas, and The Texas Company's H. T. Elder & Sons No. 13 oil well is South 33.37 varas and West 227.44 varas;

THENCE North 63 varas to a stake set for corner from which The Texas Company's H. T. Elder & Sons No. 9 oil well is South 173.26 varas and West 62.38 varas, and The Texas Company's H. T. Elder & Sons No. 13 oil well is south 96.37 varas and West 227.44 varas;

THENCE West 114.84 varas to a stake for a corner from which The Texas Company's H. T. Elder & Sons No. 13 oil well is South 96.37 varas and West 112.6 varas, and The Texas Company's H. T. Elder & Sons No. 9 oil well is South 173.26 varas and East 52.45 varas;

THENCE South 63 varas to the place of beginning, and being a part of the land described in Section I of this judgment and known as the Frank Elder, Jr., 1.29 acre Survey, and the title to said land (except the mineral interest therein hereinbefore adjudged to the State of Texas) and the said fifteen-sixteenths (15/16) of the oil and gas be and the same is hereby vested in the said Frank Elder, Jr., and D. H. Sanford and divested from the State of Texas and all other parties hereto, such other parties being those named in Sections I and II of this judgment.

SECTION XI.

Dan W. Francis and Invincible Oil Company do have and recover of and from the State of Texas and all the other parties to this suit, being the other parties named in Sections I and II of this judgment, (1) all of the following described tract of land (except the mineral interest therein hereinbefore adjudged to the State of Texas) and (2) fifteen-sixteenths (15/16) of all oil and gas in and under and that has been heretofore or may be hereafter produced from the following described tract of

land, together with all oil wells located thereon and personal property used in connection therewith; said land is situated in Gregg County, Texas, and more particularly described as follows, to wit:

BEGINNING at an iron pin in the North line of the Mary Scott Survey 196.4 varas East of the Northwest corner of said Scott Survey, said Northwest corner of the Mary Scott Survey being an iron pipe from which a 24 inch sweet gum bears North 51 deg. 32 min. East 4 varas an oil well bearing the name Texas Company No. 14 Elder bears South 21 deg. 32 min. E. 36.06 varas;

THENCE E. 89.6 varas a stake for corner;
THENCE N. 63 varas a stake for corner;
THENCE W. 89.6 varas a stake for corner;
THENCE S. 63 varas to the place of beginning,

and being a part of the land described in Section I of this judgment and known as the Samuel Williams one acre Survey, and the title to said land (except the mineral interest therein hereinbefore adjudged to the State of Texas) and fifteen-sixteenths (15/16) of the oil and gas be and the same is hereby vested in the said Dan W. Francis and Invincible Oil Company, and divested from the State of Texas and all other parties hereto, such other parties being those named in Sections I and II of this judgment.

SECTION XII.

Terry Neal, Thos. J. Carter, B. M. Dutton, and Invincible Oil Company, do have and recover of and from the State of Texas and all the other parties to this suit, being the other parties named in Sections I and II above of this judgment, (1) all of the following described tract of land (except the mineral interest therein hereinbefore adjudged to the State of Texas) and (2) fifteen-sixteenths (15/16) of all oil and gas in and under and that has been heretofore or may be hereafter produced from the following described tract of land, together with all oil wells located thereon and personal property used in connection therewith; said land is situated in Gregg County, Texas, and more particularly described as follows, to wit:

BEGINNING at an iron pin in the North line of the Mary Scott Survey 106.8 varas East of the Northwest corner of said Scott Survey, said Northwest corner of the Mary Scott Survey being an iron pipe from which a 24 inch sweet gum bears North 51 deg. 32 min. East 4 varas an oil well bearing the name Texas Company No. 14 Elder bears South 21 deg. 32 min. E. 36.06 varas;

THENCE E. 89.6 varas a stake for corner;
THENCE N. 63 varas a stake for corner;
THENCE W. 89.6 varas a stake for corner;
THENCE S. 63 varas to the place of beginning,

and being a part of the land described in Section I of this judgment and known as the Terry Neal one acre Survey, and the title to said land (except the mineral interest therein hereinbefore adjudged to the State of Texas) and fifteen-sixteenths (15/16) of the oil and gas be and the same is hereby vested in the said Terry Neal, Thos. J. Carter, B. M. Dutton, and Invincible Oil Company, and divested from the State of Texas and all other parties hereto, such other parties being those named in Section I and II of this judgment.

SECTION XIII.

Samuel Williams, H. C. Hensley, B. M. Dutton, Mrs. B. Reagan McLemore, Invincible Oil Company, Thos. J. Carter and Bert Fields do have and recover of and from the State of Texas and all the other parties to this suit, being the other parties named in Sections I and II above of this judgment, (1) all of the following described tract of land (except the mineral interest therein hereinbefore adjudged to the State of Texas) and (2) fifteen-sixteenths (15/16) of all oil and gas in and under and that has been heretofore or may be hereafter produced from the following described tract of land, together with all oil wells located thereon and personal property used in connection therewith; said land is situated in Gregg County, Texas, and more particularly described as follows, to wit:

The East one-half (E½) of the following described tract:

BEGINNING at an iron pin in the North line of the Mary Scott Survey 17.2 varas East of the Northwest corner of said Scott Survey, said Northwest corner of the Mary Scott Survey being an iron pipe from which a 24 inch sweet gum bears North 51 deg. 32 min. East 4 varas an oil well bearing the name Texas Company No. 14 Elder bears South 21 deg. 32 min. East 36.06 varas;

THENCE E. 89.6 varas a stake for corner, in the North line of the Scott Survey;
THENCE N. 63 varas a stake for corner;
THENCE W. 89.6 varas a stake for corner;
THENCE S. 63 varas to the place of beginning,

and being a part of the land described in Section I of this judgment and known as part of the Anderson Williams one acre Survey, and the title to said land (except the mineral interest therein hereinbefore adjudged to the State of Texas) and fifteen-sixteenths (15/16) of the oil and gas be and the same is hereby vested in the said Samuel Williams, H. C. Hensley, B. M. Dutton, Mrs. B.

Reagan McLemore, Invincible Oil Company, Thos. J. Carter and Bert Fields, and divested from the State of Texas and all other parties hereto, such other parties being those named in Sections I and II of this judgment.

SECTION XIV.

Anderson Williams, H. C. Hensley, B. M. Dutton, C. F. Kolp, Maud W. Holcomb, Invincible Oil Company, and Bert Fields, do have and recover of and from the State of Texas and all the other parties to this suit, being the other parties named in Sections I and II above of this judgment, (1) all of the following described tract of land (except the mineral interest therein hereinbefore adjudged to the State of Texas) and (2) fifteen-sixteenths (15/16) of all oil and gas in and under and that has been heretofore or may be hereafter produced from the following described tract of land, together with all oil wells located thereon and personal property used in connection therewith; said land is situated in Gregg County, Texas, and more particularly described as follows, to wit:

The West one-half (W½) of the following tract:

BEGINNING at an iron pin in the North line of the Mary Scott Survey 17.2 varas East of the Northwest corner of said Scott Survey; said Northwest corner of the Mary Scott Survey being an iron pipe from which a 24 inch sweet gum bears North 51 deg. 32 min. East 4 varas an oil well bearing the name Texas Company No. 14 Elder bears South 21 deg. 32 min. East 36.06 varas;

THENCE E. 89.6 varas a stake for corner, in the North line of the Scott Survey;

THENCE N. 63 varas a stake for corner;
THENCE W. 89.6 varas a stake for corner;

THENCE S. 63 varas to the place of beginning,

and being a part of the land described in Section I of this judgment and known as part of the Anderson Williams one acre Survey, and the title to said land (except the mineral interest therein hereinbefore adjudged to the State of Texas) and fifteen-sixteenth (15/16) of the oil and gas be and the same is hereby vested in the said Anderson Williams, H. C. Hensley, B. M. Dutton, C. F. Kolp, Maud W. Holcomb, Invincible Oil Company, and Bert Fields, and divested from the State of Texas and all other parties hereto, such other parties being those named in Sections I and II of this judgment.

SECTION XV.

Annie Belle Thomas, H. C. Hensley, B. M. Dutton, C. F. Kolp, Maud W. Holcomb, Invincible Oil Company, and Bert Fields, do have and recover of and from the State of Texas and all the other parties to this suit, being the other parties named in Sections I and II above of this judgment, (1) all of the following described tract of land (except the mineral interest therein hereinbefore adjudged to the State of Texas) and (2) fifteen-sixteenths (15/16) of all oil and gas in and under and that has been heretofore or may be hereafter produced from the following described tract of land, together with all oil wells located thereon and personal property used in connection therewith; said land is situated in Gregg County, Texas, and more particularly described as follows, to wit:

BEGINNING at a point on the North line of the David Dainwood Survey 72.4 varas West of the Northeast corner of said David Dainwood survey, a stake for corner, said Northeast corner of the Dainwood Survey being an iron stake from which a 24 inch sweet gum bears North 51 deg. 32 minutes East 4 varas an oil well bearing the name Texas Company No. 14 Elder bears South 21 deg. 32 min. East 36.06 varas;

THENCE E. 89.6 varas a stake for corner, on the N. line of the Mary Scott Survey;

THENCE N. 63 varas to a stake for corner;
THENCE W. 89.6 varas a stake for corner;
THENCE S. 63 varas to the place of beginning,

and being a part of the land described in Section I of this judgment and known as the Annie Belle Thomas one acre Survey, and the title to said land (except the mineral interest therein hereinbefore adjudged to the State of Texas) and fifteen-sixteenths (15/16) of the oil and gas be and the same is hereby vested in the said Annie Belle Thomas, H. C. Hensley, B. M. Dutton, C. F. Kolp, Maud W. Holcomb, Invincible Oil Company, and Bert Fields, and divested from the State of Texas and all other parties hereto such other parties being those named in Sections I and II of this judgment.

SECTION XVI.

Wash Williams, C. F. Kolp, B. M. Dutton, Roy D. Golston, and Invincible Oil Company, do have and recover of and from the State of Texas and all the other parties to this suit, being the other parties named in Sections I and II above of this judgment, (1) all of the following described tract of land (except the mineral interest therein hereinbefore adjudged to the State of Texas) and (2) fifteen-sixteenths (15/16) of all oil and gas in and under and that has been heretofore or may be hereafter produced from the following described tract of land, together with all oil wells located thereon and personal property used in connection therewith; said land is situated in Gregg County, Texas, and more particularly described as follows, to-wit:

BEGINNING at a point on the North line of the David Dainwood Survey 162 varas West of the Northeast corner of said David Dainwood Survey, a stake for corner, said Northeast corner of the Dainwood Survey being an iron stake from which a 24 inch sweet gum bears North 51 deg. 32 min. East 4 varas an oil well bearing the name Texas Company No. 14 Elder bears South 21 deg. 32 min. East 36.06 varas;

THENCE E. 89.6 varas a stake for corner, on the North line of the Dainwood survey;

THENCE N. 63 varas to a stake for corner;

THENCE W. 89.6 varas a stake for corner;

THENCE S. 63 varas to the place of beginning,

and being a part of the land described in Section I of this judgment and known as the Wash Williams one acre survey, and the title to said land (except the mineral interest therein hereinbefore adjudged to the State of Texas) and fifteen-sixteenths (15/16) of the oil and gas be and the same is hereby vested in the said Wash Williams, C. F. Kolp, B. M. Dutton, Roy D. Golston, and In-vincible Oil Company, and divested from the State of Texas and all other parties hereto, such other parties being those named in Sections I and II of this judgment.

SECTION XVII.

Madella Simmons Kelley, J. C. Tippet, O. V. Pickens, B. P. Seay, J. Brown Cutbirth, and Pitkin-Goldston Oil Company, do have and recover of and from the State of Texas and all the other parties to this suit, being the other parties named in Sections I and II above of this judgment, (1) all of the following described tract of land (except the mineral interest therein hereinbefore adjudged to the State of Texas) and (2) fifteen-sixteenths (15/16) of all oil and gas in and under and that has been heretofore or may be hereafter produced from the following described tract of land, together with all oil wells located thereon and personal property used in connection therewith; said land is situated in Gregg County, Texas, and more particularly described as follows, to wit:

BEGINNING at a point on the North line of the David Dainwood Survey 251.6 varas West of the Northeast corner of said David Dainwood Survey, a stake for corner, said Northeast corner of the Dainwood Survey being an iron stake from which a 24 inch sweet gum bears North 51 deg. 32 min. East 4 varas an oil well bearing the name Texas Company No. 14 Elder bears South 21 deg. 32 min. East 36.06 varas;

THENCE E. 89.6 varas to a stake for corner;

THENCE N. 63 varas to a stake for corner;

THENCE W. 89.6 varas to a stake for corner;

THENCE S. 63 varas to the place of beginning,

and being a part of the land described in Section I of this judgment and known as the Madella Simmons one acre Survey, and the title to said land (except the mineral interest therein hereinbefore adjudged to the State of Texas) and fifteen-sixteenths (15/16) of the oil and gas be and the same is hereby vested in the said Madella Simmons Kelley, J. C. Tippet, O. V. Pickens, B. P. Seay, J. Brown Cutbirth, and Pitkin-Goldston Oil Company, and divested from the State of Texas and all other parties hereto, such other parties being those named in Sections I and II of this judgment.

SECTION XVIII.

Susie Johnson, J. C. Tippet, O. V. Pickens, B. P. Seay, J. Brown Cutbirth, and Pitkin-Goldston Oil Company, do have and recover of and from the State of Texas and all the other parties to this suit, being the other parties named in Sections I and II above of this judgment, (1) all of the following described tract of land (except the mineral interest therein hereinbefore adjudged to the State of Texas) and (2) fifteen-sixteenths (15/16) of all oil and gas in and under and that has been heretofore or may be hereafter produced from the following described tract of land, together with all oil wells located thereon and personal property used in connection therewith; said land is situated in Gregg County, Texas, and more particularly described as follows, to wit:

BEGINNING at a point in the North line of the David Dainwood Survey 341.2 varas West of the Northeast corner of said David Dainwood Survey, a stake for corner, said Northeast corner of the Dainwood Survey being an iron stake from which a 24 inch sweet gum bears North 51 deg. 32 min. East 4 varas an oil well bearing the name Texas Company No. 14 Elder bears South 51 deg. 32 min. East 36.06 varas;

THENCE E. 89.6 varas a stake for corner;

THENCE N. 63 varas a stake for corner;

THENCE W. 89.6 varas a stake for corner;

THENCE S. 63 varas to the place of beginning,

and being a part of the land described in Section I of this judgment and known as the Susie Johnson one acre Survey, and the title to said land (except the mineral interest therein hereinbefore adjudged to the State of Texas) and fifteen-sixteenths (15/16) of the oil and gas be and the same is hereby vested in the said Susie Johnson, J. C. Tippet, O. V. Pickens, B. P. Seay, J. Brown Cutbirth, and Pitkin-Goldston Oil Company, and divested from the State of Texas and all other parties hereto, such other parties being those named in Sections I and II of this judgment.

SECTION XIX.

Henry Williams, J. C. Tippet, O. V. Pickens, B. P. Seay, J. Brown Cutbirth, and Pitkin-Goldston Oil Company, do have and recover of and from the State of Texas and all the other parties to this suit, being the other parties named in Sections I and II above of this judgment, (1) all of the following described tract of land (except the mineral interest therein hereinbefore adjudged to the State of Texas) and (2) fifteen-sixteenths (15/16) of all oil and gas in and under and that has been heretofore or may be hereafter produced from the following described tract of land, together with all oil wells located thereon and personal property used in connection therewith; said land is situated in Gregg County, Texas, and more particularly described as follows, to wit:

BEGINNING at a stake on the North line of the David Dainwood Survey at the Southwest corner of the Susie Johnson one acre Survey, said stake being also 341.2 varas West of the Northeast corner of said David Dainwood Survey;

THENCE West with the North line of the David Dainwood Survey 126.36 varas to a stake at the Southeast corner of a survey made for M. J. Register;

THENCE North with the East line of the said Register survey 63 varas to its Northeast corner;

THENCE East 126.36 varas to a stake at the Northwest corner of the Susie Johnson one acre Survey;

THENCE South with the West line of the said Johnson Survey 63 varas to the place of beginning,

and being a part of the land described in Section I of this judgment and known as the Henry Williams corrected Survey, and the title to said land (except the mineral interest therein hereinbefore adjudged to the State of Texas) and fifteen-sixteenths (15/16) of the oil and gas be and the same is hereby vested in the said Henry Williams, J. C. Tippet, O. V. Pickens, B. P. Seay, J. Brown Cutbirth, and Pitkin-Goldston Oil Company, and divested from the State of Texas and all other parties hereto, such other parties being those named in Sections I and II of this judgment.

SECTION XX.

M. J. Register, H. C. Hensley, J. C. Tippet, O. V. Pickens, Bert Fields, and Shell Petroleum Corporation, do have and recover of and from the State of Texas and all the other parties to this suit, being the other parties named in Sections I and II of this judgment (1) all of the following described tract of land (except the mineral interest therein hereinbefore adjudged to the State of Texas) and (2) fifteen-sixteenths (15/16) of all oil and gas in and under and that has been heretofore or may be hereafter produced from the following described tract of land, together with all oil wells located thereon and personal property used in connection therewith; said land is situated in Gregg County, Texas, and more particularly described as follows, to wit:

BEGINNING at a stake set in the North line of the David Dainwood Survey, said stake being located 467.56 varas West of the Northeast corner of the said D. Dainwood Survey (N E corner of D. Dainwood survey, a 2 inch iron pipe from which a 24 inch S G bears North 51 deg. 32 min. East 4.1 varas);

THENCE West with and on the North boundary line of the said D Dainwood Survey, 323.02 varas to a stake in an old lane for the Southwest corner of this survey;

THENCE North 63 varas (as recognized by land office) to a stake for the Northwest corner of this survey;

THENCE East 323.02 varas to a stake for the Northeast corner of this survey;

THENCE South 63 varas to the place of beginning, and being a part of the land described in Section I of this judgment and known as the M. J. Register Survey, and the title to said land (except the mineral interest therein hereinbefore adjudged to the State of Texas) and fifteen-sixteenths (15/16) of the oil and gas be and the same is hereby vested in the said M. J. Register, H. C. Hensley, J. C. Tippet, O. V. Pickens, Bert Fields, and Shell Petroleum Corporation, and divested from the State of Texas and all other parties hereto, such other parties being those named in Sections I and II of this judgment.

SECTION XXI.

Acklin Nichols and wife, Mary Nichols, Gulf Production Company, J. C. Tippet and O. V. Pickens do have and recover of and from the State of Texas and all the other parties to this suit, being the other parties named in Sections I and II above of this judgment, (1) all of the following described tract of land (except the mineral interest therein hereinbefore adjudged to the State of Texas) and (2) fifteen-sixteenths (15/16) of all oil and gas in and under and that has been heretofore or may be hereafter produced from the following described tract of land, together with all oil wells located thereon and personal property used in connection therewith; said land is situated in Gregg County, Texas, and more particularly described as follows, to wit:

BEGINNING at a stake on the North boundary line of the David Dainwood Survey, said stake being located 790.58 varas West of the Northeast corner of the

said David Dainwood Survey, NE corner of the Dainwood Survey a 2 inch iron pipe from which a 24 inch sweet gum bears North 51 degrees 32 minutes East 4.1 varas;

THENCE West with and on the North boundary line of said David Dainwood Survey 427.5 varas to a stake in an old lane for the Southwest corner of this survey; THENCE North 63 varas to a stake for the Northwest corner of this survey;

THENCE East 427.5 varas to a stake for the Northeast corner of this survey and the Northwest corner of a survey made for M. J. Register;

THENCE South 63 varas to place of beginning, and being a part of the land described in Section I of this judgment and known as the Acklin Nichols Survey, and the title to said land (except the mineral interests therein hereinbefore adjudged to the State of Texas) and said 15/16ths of the oil and gas be and the same is hereby vested in the said Acklin Nichols and wife, Mary Nichols, Gulf Production Company, J. C. Tippett, O. V. Pickens, and divested from the State of Texas and all other parties hereto, such other parties being those named in Sections I and II of this judgment.

SECTION XXII.

Tom Bell and wife, Sallie Bell, H. C. Hensley, J. C. Tippett, O. V. Pickens, Bert Fields, and Tide Water Oil Company, an Oklahoma corporation, do have and recover of and from the State of Texas and all the other parties to this suit, being the other parties named in Sections I and II above of this judgment, (1) all of the following described tract of land, except the mineral interests therein hereinbefore adjudged to the State of Texas, and (2) fifteen-sixteenths (15/16) of all oil and gas in and under and that has been heretofore or may be hereafter produced from the following described tract of land, together with all oil wells located thereon and personal property used in connection therewith; said land is situated in Gregg County, Texas, and more particularly described as follows, to-wit:

BEGINNING at a stake, in the N. line of the David Dainwood Survey, at the SW corner of the Acklin Nichols Survey, 1218.08 varas W of the NE corner of the Dainwood Survey;

THENCE W. with the N line of the Dainwood Survey 67.9 varas to the NE corner of the I. Beatty Survey 376.89 varas a stake in an old lane for corner;

THENCE N 1 deg. 28' E with lane, 63.02 varas, a stake for corner;

THENCE E 375.28 varas a stake for corner;

THENCE S 63 varas to the place of beginning, and being a part of the land described in Section I of this judgment and known as the Tom Bell Survey, and the title to the said land (except the mineral interests therein hereinbefore adjudged to the State of Texas) and said fifteen-sixteenths (15/16) of the said oil and gas be and the same is hereby vested in the said Tom Bell and wife, Sallie Bell, H. C. Hensley, J. C. Tippett, O. V. Pickens, Bert Fields, and Tide Water Oil Company, an Oklahoma corporation, and divested from the State of Texas and all other parties hereto, such other parties being those named in Sections I and II of this judgment.

SECTION XXIII.

Malissa Register Howard and H. G. Woodruff do have and recover of and from the State of Texas and all the other parties to this suit, being the other parties named in Sections I and II above of this judgment, (1) all of the following described tract of land, except the mineral interests therein hereinbefore adjudged to the State of Texas, and (2) fifteen-sixteenths (15/16) of all oil and gas in and under and that has been heretofore or may be hereafter produced from the following described tract of land, together with all oil wells located thereon and personal property used in connection therewith; said land is situated in Gregg County, Texas, and more particularly described as follows, to-wit:

BEGINNING at a stake set in the North boundary line of the I. Beatty Survey at the Southwest corner of a survey of 4.19 acres made for Tom Bell;

THENCE West on Beatty NBL at 368.03 varas pass 17.7 varas North of an oil well, at 445.7 varas cross branch, course North, at 468 varas cross branch, course Northeast, at 510.95 varas, a stake for corner, witness a 12" white oak N. 10 deg. 55' E. 15.7 varas, a 14" white oak N. 66 deg. 12' E. 14.8 varas, a 10" hickory S. 41 deg. 26' E. 12.5 varas;

THENCE North 63 varas to stake for corner;

THENCE East 512.56 varas to corner in public road (formerly an old lane), the NWC of the Tom Bell Survey;

THENCE S. 1 deg. 28' W. with public road 63 varas to the place of beginning, and being a part of the land described in Section I of this judgment and known as the Malissa Register Survey, and the title to said land (except the mineral interests therein hereinbefore adjudged to the State of Texas) and said fifteen-sixteenths (15/16) of the oil and gas be and the same is hereby vested in the said Malissa Register Howard and H. G. Woodruff and divested from the State of Texas and

oil other parties hereto, such other parties being those named in Sections I and II of this judgment.

SECTION XXIV.

All of the land described in Section III hereof (excepting the mineral interests hereinbefore adjudged to the State of Texas) and the fifteen-sixteenths (15/16) of the oil and gas in and under and that has been or may be produced from the land known as a part of the Laura Howard one acre Survey and described above in Section III and adjudged to Laura Howard, D. & H. Oil Corporation, Fred J. Adams, General Crude Oil Company, Geo. W. Lyle, and R. J. Randolph in said Section III, be and the same is hereby vested in these parties as between themselves as follows:

(a) In D. & H. Oil Corporation a good and valid oil and gas leasehold estate as evidenced by that certain oil and gas lease from Laura Howard, et al, as lessor, to H. C. Hensley, as lessee, dated May 10, 1934, and recorded in Vol. 124, page 505, Deed Records, Gregg County, Texas, subject, however, to the over-riding royalties hereinafter adjudged to General Crude Oil Company, Fred J. Adams, Geo. W. Lyle and R. J. Randolph and such oil and gas lease is hereby adjudged and decreed to be a good, valid and subsisting one as against all parties to this suit.

(b) R. J. Randolph one-sixteenth (1/16) of all the oil and gas in and under and that may be produced from said tract of land as an over-riding royalty and by over-riding royalty as used herein is meant that the lessee, his heirs, successors or assigns shall deliver to R. J. Randolph one-sixteenth (1/16) of the total oil and gas produced and saved from said land into the pipeline to which the well or wells on said land may be connected, free and clear of any cost and/or expense whatsoever incurred in the development, operation and maintenance of said land for oil and gas purposes.

(c) Fred J. Adams and Geo. W. Lyle, jointly, five-sixty-fourths (5/64) of all the oil and gas in and under and that may be produced from said tract of land as an over-riding royalty, and by over-riding royalty as used herein is meant that the lessee, his heirs, successors or assigns shall deliver to Fred J. Adams and Geo. W. Lyle, jointly, five-sixty-fourths (5/64) of the total oil and gas produced and saved from said land into the pipeline to which the well or wells on said land may be connected, free and clear of any cost and/or expense whatsoever incurred in the development, operation and maintenance of said land for oil and gas purposes.

(d) General Crude Oil Company one-sixty-fourth (1/64) of all the oil and gas in and under and that may be produced from said tract of land as an over-riding royalty, and by over-riding royalty as used herein is meant that the lessee, his heirs, successors or assigns shall deliver to General Crude Oil Company one-sixty-fourth (1/64) of the total oil and gas produced and saved from said land into the pipeline to which the well or wells on said land may be connected, free and clear of any cost and/or expense whatsoever incurred in the development, operation, and maintenance of said land for oil and gas purposes.

(e) Laura Howard one-half (1/2) of the one-eighth (1/8) royalty provided for in said oil and gas lease from Laura Howard, et al, to H. C. Hensley, recorded in Vol. 124, page 505, Deed Records, Gregg County, Texas, (the remaining one-half (1/2) of the royalty to be paid under said lease being the one-sixteenth (1/16) interest reserved by the State of Texas and adjudged to her in Section II above);

(f) Laura Howard all title to the land described in section III except the title and rights in said land hereinabove specifically decreed to other parties.

(g) The title to the interest set out in each of the parties shown above under paragraphs a, b, c, d, e, and f, of this section is hereby vested in such party and divested of all other parties to this suit.

SECTION XXV.

All of the land described in Section IV hereof (excepting the mineral interests therein hereinbefore adjudged to the State of Texas), and the fifteen-sixteenths (15/16) of the oil and gas in and under and that has been or may be produced from the land described in Section IV of this judgment and adjudged to Perry Howard, McAlester Fuel Company, Bert Fields, Jack Tillery, Fred J. Adams and Geo. W. Lyle, and General Crude Oil Company be and the same is hereby vested in these parties as between themselves as follows:

(a) McAlester Fuel Company a good and valid oil and gas leasehold estate as evidenced by oil and gas lease from Perry Howard to J. L. Skaggs, dated May 10, 1932, and recorded in Vol. 124, page 507, Deed Records of Gregg County, Texas, subject however, to the oil payments and over-riding royalty hereinafter adjudged to Jack Tillery, Bert Fields, Fred J. Adams and Geo. W. Lyle, and General Crude Oil Company, and such oil and gas lease is hereby adjudged and decreed to be a good, valid and subsisting one as against all parties to this suit.

(b) Geo. W. Lyle and Fred J. Adams, jointly, three-sixty-fourths (3/64) over-riding royalty also an oil payment in the original amount of Ten Thousand (\$10,000.00) Dollars out of one-eighth (1/8) of the total production as

created and defined in that certain assignment from Fred J. Adams and Geo. W. Lyle to the Silver Star Oil Company, dated August 9, 1932, and recorded in Vol. 134, page 589, Deed Records of Gregg County, Texas.

(c) Jack Tillery an oil payment in the original amount of One Thousand Six Hundred Sixty six and 67/100 (\$1,666.67) Dollars payable out of one-thirty-second (1/32) of seven-eighths (7/8) as conveyed and defined in that certain assignment from Louis M. Hitch, et al, to Jack Tillery, dated September 10, 1932, and recorded in Vol. 131, page 469, Deed Records of Gregg County, Texas.

The Court finds that the Receiver, Richard B. Shults, from the money proceeds of oil produced from the land described in said Section IV hereof, has paid to Jack Tillery \$449.00, and has paid costs adjudged against the said Jack Tillery of \$122.17, making a total of \$571.17, which should be applied and credited on said oil payment, and it is ordered, adjudged and decreed that said amount of \$571.17 be, and the same is hereby applied and credited on said oil payment. (This credit of \$571.17 is in addition to any other money received by said Jack Tillery under and by virtue of said oil payment from other sources than said Receiver.)

(d) Bert Fields an oil payment in amount of Three Thousand Three Hundred Thirty-three and 33/100 (\$3,333.33) Dollars out of two-thirty-seconds (2/32) of seven-eighths (7/8) of the oil produced from said land as described in that certain instrument from Louis M. Hitch to C. W. Ferguson, dated August 6, 1932, and recorded in Vol. 132, page 453, Deed Records of Gregg County, Texas;

The Court finds that the Receiver, Richard B. Shults, from the money proceeds of oil produced from the land described in said Section IV hereof, has paid to Bert Fields \$897.97, and has paid costs adjudged against the said Bert Fields of \$244.33, making a total of \$1142.30, which should be applied and credited on said oil payment, and it is ordered, adjudged and decreed that said amount of \$1142.30 be, and the same is hereby applied and credited on said oil payment. (This credit of \$1142.30 is in addition to any other money received by said Bert Fields under and by virtue of said oil payment from other sources than said Receiver.)

And also to said Bert Fields an oil payment in amount of Five Thousand (\$5,000.00) Dollars out of three-thirty-seconds (3/32) of seven-eighths (7/8) of the total oil produced from said land as described in assignment from Louis M. Hitch to Southern Royalty Company, dated October 6, 1932, and recorded in Vol. 137, page 442, Deed Records of Gregg County, Texas.

The Court finds that the Receiver, Richard B. Shults, from the money proceeds of oil produced from the land described in said Section IV hereof, has paid to Bert Fields \$1347.97 and has paid costs adjudged against said Bert Fields of \$366.48, making a total of \$1714.45, which should be applied and credited on said last mentioned oil payment, and it is ordered, adjudged and decreed that said amount of \$1714.45 be, and the same is hereby applied and credited on said oil payment. (This credit of \$1714.45 is in addition to any other money received by said Bert Fields under and by virtue of said oil payment from other sources than said Receiver.)

(e) General Crude Oil Company one-sixty-fourth (1/64) overriding royalty as conveyed and described in that certain conveyance from Bert Fields to General Crude Oil Company, dated May 1, 1934.

(f) Perry Howard one-half (1/2) of the one-eighth (1/8) royalty provided for in said oil and gas lease from Perry Howard, et al, to H. C. Hensley, recorded in Vol. 124, page 505, Deed Records, Gregg County, Texas, (the remaining one-half (1/2) of the one-eighth (1/8) royalty to be paid under said lease being the one-sixteenth (1/16) interest reserved by the State of Texas and adjudged to her in Section II above), and all the title to the land described in Section IV except the title and rights in said land herein specifically decreed to other parties.

(g) The title to the interest set out in each of the parties shown above in paragraphs a, b, c, d, e and f is hereby vested in such party and divested from all other parties to this suit.

SECTION XXVI.

All of the land described in Section V hereof (excepting the mineral interests therein hereinbefore adjudged to the State of Texas) and the 15/16 of the oil and gas in and under and that has been or may be produced from the land known as the Laura Howard 2.25 acre survey described in Section V of this judgment and adjudged in said Section to Laura Howard, D. & H. Oil Corporation, Fred J. Adams and Geo. W. Lyle, be and the same is hereby vested in these parties as between themselves as follows:

(a) In D. & H. Oil Corporation, a good and valid oil and gas leasehold estate as evidenced by oil and gas lease from Laura Howard to H. C. Hensley, dated October 8, 1932, and recorded in Vol. 131, page 553, Deed Records of Gregg County, Texas, subject, however, to the overriding royalty hereinafter adjudged to Geo. W. Lyle and Fred J. Adams, and such oil and gas lease is hereby adjudged and decreed to be a good, valid and subsisting one against all parties to this suit.

(b) Geo. W. Lyle and Fred J. Adams, jointly, three-thirty-seconds (3/32) of seven-eighths (7/8) overriding

royalty as created and defined in that certain instrument from H. C. Hensley et al, to Fred J. Adams and Geo. W. Lyle, dated October 15, 1932, and recorded in Vol. 141, page 150, Deed Records of Gregg County, Texas.

(c) Laura Howard, one-half (1/2) of the one-eighth (1/8) royalty provided for in said oil and gas lease from Laura Howard, to H. C. Hensley, described above in this section under subparagraph a (the remaining one-half (1/2) of one-eighth royalty provided in said lease having been reserved by and heretofore in this judgment adjudged to the State of Texas in Section II above), and all title to the land described in Section V, except the title and rights in said land hereinabove specifically decreed to other parties.

(d) The title to the interest set forth in each of the parties above in paragraphs a, b, and c, of this Section is hereby vested in such party and divested from all other parties to this suit.

SECTION XXVII.

All of the land described in section VI hereof (excepting the mineral interests therein hereinbefore adjudged to the State of Texas) and the 15/16 of the oil and gas in and under and that has been or may be produced from the land known as a part of the Perry Howard 2.25 acre Survey and described in Section VI of this judgment and in said section adjudged to Bert Fields, R. J. Randolph, Geo. W. Lyle, Fred J. Adams, and Perry Howard, be and the same is hereby vested in these parties as between themselves as follows:

(a) In Bert Fields a good and valid oil and gas leasehold estate as evidenced by oil and gas lease from Perry Howard to J. L. Skaggs, dated September 23, 1932, and recorded in Vol. 135, page 314, Deed Records of Gregg County, Texas, (such oil and gas lease providing for a one-sixteenth (1/16) royalty hereinafter adjudged to Perry Howard and an addition one-sixteenth (1/16) having been reserved by and adjudged to the State of Texas in Section II above), subject, however, to the over-riding royalties hereinafter adjudged to R. J. Randolph, Fred J. Adams, and Geo. W. Lyle, and such oil and gas lease is hereby adjudged and decreed to be a good, valid and subsisting one as against all parties to this suit.

(b) Fred J. Adams and Geo. W. Lyle three-thirty-seconds (3/32) of seven-eighths (7/8) over-riding royalty interest as created and defined by that certain instrument from J. L. Skaggs to Fred J. Adams and Geo. W. Lyle, dated October 17, 1932, and recorded in Vol. 141, page 149, Deed Records of Gregg County, Texas, insofar as said instrument covers and affects the land described in this section.

(c) R. J. Randolph one-twenty-fourth (1/24) over-riding royalty, and by over-riding royalty is meant that one-twenty-fourth (1/24) of the total oil produced and saved from said property shall be delivered into the pipeline to the credit of said R. J. Randolph free and clear of any cost and/or expense in the development, operation and maintenance of said property for oil and gas purposes.

(d) Perry Howard the one-sixteenth royalty provided for in above mentioned oil and gas lease from Perry Howard to J. L. Skaggs as described in sub-paragraph (a) of this section, (an additional one-sixteenth (1/16) of the oil produced from said land having been heretofore in Section II adjudged as a free royalty in the State of Texas), and all title to the land described in this Section except the title and rights in said land hereinabove specifically decreed to other parties.

(e) The title to the interest set out in each of the parties as shown under sub-paragraphs a, b, c, and d of this section is hereby vested in such party and divested from all other parties to this suit.

SECTION XXVIII.

All of the land described in Section XII hereof, (excepting the mineral interests therein hereinbefore adjudged to the State of Texas), and the 15/16 of the oil and gas in and under and that has been or may be produced from the land known as the Terry Neal survey and described in Section XII of this judgment and in said Section adjudged to Terry Neal, Thos. J. Carter, Invincible Oil Company, and B. M. Dutton, be and the same is hereby vested in these parties as between themselves as follows:

(a) (1) In Thos J. Carter a good and valid Oil and Gas lease and leasehold estate as evidenced by oil and gas lease from Maxie Rollins, Guardian, as lessor to H. C. Hensley, as lessee, dated January 26, 1933, and recorded in Vol. 143, page 406, Deed Records of Gregg County, Texas, subject, however, to the over-riding royalty interest hereinafter adjudged to the Invincible Oil Company and B. M. Dutton and the oil payment hereafter adjudged to Thomas J. Carter and such oil and gas lease is hereby adjudged and decreed to be a good, valid and subsisting one as against all parties to this suit.

(a) (2) Thos. J. Carter an oil payment in the amount of THIRTY-THREE THOUSAND (\$33,000.00) DOLLARS, payable out of one-half (1/2) of the total oil produced and saved from the said property, as created and defined in that certain instrument from W. S. Randall, Receiver, to Thos. J. Carter, dated January 20, 1934, and recorded in Vol. 158, page 522, Deed Records of Gregg County, Texas.

(b) Invincible Oil Company one-fourth (1/4) of seven-eighths (7/8) of all oil and gas in and under and that has been or may be produced from said tract of land as over-riding royalty interest, and by over-riding royalty interest as used herein is meant a one-fourth (1/4) of seven-eighths (7/8) interest in and to the oil and gas in place under said tract, and that the lessee, his heirs, successors or assigns, and/or any other person, firm or corporation who shall produce any oil or gas from said land, shall deliver to the Invincible Oil Company one-fourth (1/4) of seven-eighths (7/8) of the oil and gas produced and saved from said land into the pipeline to which the well or wells on said land may be connected, free and clear of any cost and/or expense whatsoever in the development, operation and maintenance of said property for oil and gas purposes; said one-fourth (1/4) of seven-eighths (7/8) over-riding royalty interest herein adjudged to the Invincible Oil Company is, however, subject to that certain agreement between the Invincible Oil Company and H. C. Hensley whereby until Thos. J. Carter and his assigns have received in the aggregate the full amount of that certain oil payment given by W. S. Randall, Receiver, to Thos. J. Carter, dated September 19, 1934, in original amount of THIRTY THREE THOUSAND (\$33,000.00) DOLLARS payable out of one-half (1/2) of the total oil produced from said premises, the Invincible Oil Company is entitled to receive only three-thirty-seconds (3/32) of seven-eighths (7/8) of the oil and gas produced and saved from the well heretofore drilled on said tract, and the balance of the said one-fourth (1/4) of seven-eighths (7/8) over-riding royalty interest in the oil produced and saved from said well shall be run until such time to the credit of the said Thos. J. Carter, his heirs and assigns.

(c) B. M. Dutton five-sixty-fourths (5/64) of seven-eighths (7/8) of the oil and gas in and under and that has been or may be produced from said land as an over-riding royalty, and by over-riding royalty as used herein is meant that the lessee, his heirs, successors and assigns shall deliver to said B. M. Dutton five-sixty-fourths (5/64) of seven-eighths (7/8) of the oil and gas produced and saved from said land, free and clear of any cost and/or expense whatsoever in the pipeline to which said oil and gas wells may be connected.

(d) Terry Neal one-half (1/2) of the one-eighth (1/8) royalty provided for in the above mentioned oil and gas lease from Maxie Rollins, Guardian, to H. C. Hensley, and described in sub-paragraph a of this section: (The remaining one-half (1/2) of the one-eighth (1/8) royalty to be paid under the terms of the lease being the one-sixteenth (1/16) interest reserved by the State of Texas and adjudged to her in Section II above), and all title to the land described in Section XII except the title and rights in said land hereinabove specifically decreed to other parties.

(e) The title to the interest set out in each of the parties shown above in sub-paragraphs a, b, c, and d, of this section is hereby vested in such party and divested from all other parties to this suit.

SECTION XXIX.

All of the land described in Section XIII hereof (excepting the mineral interests therein hereinbefore adjudged to the State of Texas) and the fifteen-sixteenths (15/16) of the oil and gas in and under and that has been or may be produced from the land known as the East half of the Anderson Williams Survey described in Section XIII of this judgment and in said section adjudged to Samuel Williams, H. C. Hensley, Invincible Oil Company, B. M. Dutton, Bert Fields, Mrs. B. Reagan McLemore, and Thos. J. Carter, be and the same is hereby vested in these parties as between themselves as follows:

(a) H. C. Hensley a good and valid oil and gas leasehold estate as evidenced by oil and gas lease from Anderson Williams to Bert Fields, dated December 15, 1932, recorded in Vol. 141, page 267, Deed Records of Gregg County, Texas, (said oil and gas lease providing for one-sixteenth (1/16) royalty herein adjudged to Samuel Williams, and an additional one-sixteenth (1/16) royalty having been reserved by and hereinabove decreed to the State of Texas in Section II of this judgment), subject, however, to the over-riding royalties and oil payment hereinafter adjudged to Thos. J. Carter, Mrs. B. Reagan McLemore, B. M. Dutton, and Invincible Oil Company, and such oil and gas lease is hereby adjudged and decreed to be a good, valid and subsisting oil and gas lease as against all parties to this suit.

(b) Invincible Oil Company one-fourth (1/4) of seven-eighths (7/8) of all oil and gas in and under and that has been or may be produced from said tract of land as an over-riding royalty interest, and by over-riding royalty interest as used herein is meant a one-fourth (1/4) of seven-eighths (7/8) interest in and to the oil and gas in place under said land, and that the lessee, his heirs, successors or assigns, and/or any other person, firm or corporation who shall produce any oil or gas from said land shall deliver to the Invincible Oil Company one-fourth (1/4) of seven-eighths (7/8) of the oil and gas produced and saved from said land into the pipeline to which the well or wells on said land may be connected free and clear of any cost and/or expense whatsoever in the development, operation and maintenance of said property for oil and

gas purposes; said one-fourth (1/4) of seven-eighths (7/8) over-riding royalty interest herein adjudged to the Invincible Oil Company is, however, subject to that certain agreement between the Invincible Oil Company and H. C. Hensley whereby until Thos. J. Carter and his assigns have received in the aggregate the full amount of that certain oil payment given by W. S. Randall, Receiver, to Thos. J. Carter, dated September 19, 1934, in original amount of THIRTY THREE THOUSAND (\$33,000.00) DOLLARS payable out of one-half (1/2) of the total oil produced from said premises, the Invincible Oil Company is entitled to receive only three-thirty-seconds (3/32) of seven-eighths (7/8) of the oil produced and saved from the well heretofore drilled on said tract, and the balance of said one-fourth (1/4) of seven-eighths (7/8) over-riding royalty interest in the oil produced and saved from said well shall be run until such time to the credit of the said Thos. J. Carter, his heirs and assigns.

(c) Mrs. B. Reagan McLemore three-two hundred fifty sixths (3/256) of all oil and gas in and under and that has been or may be produced from said tract of land as an over-riding royalty and by over-riding royalty as used herein is meant that the lessee, his heirs, successors or assigns shall deliver to the said Mrs. B. Reagan McLemore three-two hundred fifty sixths (3/256) of the oil and gas produced and saved from the said land into the pipeline to her credit, free and clear of any cost and/or expense in the development, operation and maintenance of said property for oil and gas purposes.

(d) B. M. Dutton one-thirty-second (1/32) of seven-eighths (7/8) of the oil and gas in and under and that has been or may be produced from said tract of land as an over-riding royalty, and by over-riding royalty as used herein is meant that the lessee, his heirs, successors, or assigns shall deliver to the said B. M. Dutton one-thirty-second of seven-eighths (7/8) of the oil and gas produced and saved from said land into the pipeline to which the wells on said land may be connected, free of any cost and/or expense incurred in the development, operation and maintenance of said property for oil and gas purposes.

(e) Thos. J. Carter an oil payment in original amount of THIRTY THREE THOUSAND (33,000.00) DOLLARS payable out of one-half (1/2) the total oil produced and saved from said property, said oil payment being more particularly described in that certain instrument from W. S. Randall to Thos. J. Carter, recorded in Vol. 158, page 522, Deed Records, Gregg County, Texas, which instrument is hereby referred to for more particular description of the terms and conditions of said oil obligation.

(f) Bert Fields a vendor's lien to secure the payment of FIFTEEN THOUSAND (\$15,000.00) DOLLARS on the interest above decreed to H. C. Hensley, Mrs. B. Reagan McLemore, and one-half (1/2) the interest decreed to B. M. Dutton. All other interests decreed to other parties in this section are not subject to said vendor's lien; the vendor's lien being reserved in conveyance from Bert Fields to H. C. Hensley, recorded in Vol. 169, page 434, Deed Records of Gregg County, Texas.

(g) Samuel Williams one-sixteenth (1/16) royalty provided for in said oil and gas lease from Anderson Williams, et al, to Bert Fields as described in sub-paragraph a of this section, (an additional one-sixteenth (1/16) royalty having been reserved by the State of Texas and adjudged to the State of Texas in Section II above); and all title to the land described in Section XIII except the title and rights in said land herein above specifically decreed to other parties.

(h) The title to the interest set out in each of the parties shown above in sub-paragraphs a, b, c, d, e, f, and g, of this section is hereby vested in such parties and divested from all other parties to this suit.

SECTION XXX.

All of the land described in Section XIV hereof (excepting the mineral interests therein hereinbefore adjudged to the State of Texas) and the fifteen-sixteenths (15/16) of the oil and gas in and under and that has been or may be produced from the land known as the West half of the Anderson Williams Survey described in Section XIV of this judgment and in said section adjudged to Anderson Williams, H. C. Hensley, Invincible Oil Company, B. M. Dutton, Bert Fields, Maud W. Holcomb, and C. F. Kolp, be and the same is hereby vested in these parties as between themselves as follows:

(a) In H. C. Hensley a good and valid oil and gas leasehold estate as evidenced by oil and gas lease from Anderson Williams to Bert Fields, dated December 15, 1932, and recorded in Vol. 141, page 267, Deed Records of Gregg County, Texas, (said oil and gas lease provides for one-sixteenth (1/16) royalty hereinafter adjudged to Anderson Williams and an additional one-sixteenth (1/16) royalty having been reserved by the State of Texas and adjudged to the State of Texas in Section II above), subject, however, to the over-riding royalties and oil payment hereinafter adjudged to Invincible Oil Company, B. M. Dutton, Maude W. Holcomb and C. F. Kolp, and such oil and gas lease is hereby adjudged and decreed to be a good, valid and subsisting one as against all parties to this suit.

(b) Invincible Oil Company one-fourth (1/4) of seven-eighths (7/8) of all oil and gas in and under and that has

been or may be produced from said tract of land as an over-riding royalty interest, and by over-riding royalty interest as used herein is meant a one-fourth (1/4) of seven-eighths (7/8) interest in and to the oil and gas in place under said land, and that the lessee, his heirs, successors or assigns, and/or any other person, firm or corporation who shall produce any oil or gas from said land shall deliver to the Invincible Oil Company one-fourth (1/4) of seven-eighths (7/8) of the oil and gas produced and saved from said land into the pipeline to which the well or wells on said land may be connected, free and clear of any cost and/or expense whatsoever in the development, operation and maintenance of said property for oil and gas purposes; said one-fourth (1/4) of seven-eighths (7/8) over-riding royalty interest herein adjudged to the Invincible Oil Company is, however, subject to that certain agreement between the Invincible Oil Company and H. C. Hensley whereby until C. F. Kolp and his assigns have received in the aggregate the full amount of that certain oil payment given by W. S. Randall, Receiver, to C. F. Kolp, dated December 7, 1933, and recorded in Vol. 155, page 444, Deed Records of Gregg County, Texas, in original amount of THIRTY THREE THOUSAND (\$33,000.00) DOLLARS payable out of one-half (1/2) of the total oil produced from said premises, the Invincible Oil Company is entitled to receive only three-thirty-seconds (3/32) of seven-eighths (7/8) of the oil produced and saved from the well heretofore drilled on said tract, and the balance of the said one-fourth (1/4) of seven-eighths (7/8) over-riding royalty interest in the oil produced and saved from said well shall be run until such time to the credit of the said C. F. Kolp, his heirs and assigns.

(c) B. M. Dutton one-thirty-second (1/32) of seven-eighths (7/8) of the oil and gas in and under and that has been or may be produced from said tract of land as an over-riding royalty, and by over-riding royalty as used herein is meant that the lessee, his heirs, successors, or assigns shall deliver to said B. M. Dutton one-thirty-second (1/32) of seven-eighths (7/8) of all oil produced and saved from said land into the pipeline to which the well on said land may be connected, free and clear of any cost and/or expense incurred in the development, operation and maintenance of said property for oil and gas purposes.

(d) Bert Fields a vendor's lien to secure the payment of FIFTEEN THOUSAND (\$15,000.00) DOLLARS on the interest above decreed to H. C. Hensley and one-half (1/2) the interest decreed to B. M. Dutton, but the interest decreed to Invincible Oil Company, C. F. Kolp, and Anderson Williams is not subject to said vendor's lien; such interest being held free of said lien. The vendor's lien herein mentioned is reserved in conveyance from Bert Fields to H. C. Hensley, recorded in Vol. 169, page 434, Deed Records of Gregg County, Texas.

(e) C. F. Kolp that certain oil obligation in original amount of THIRTY THREE THOUSAND (\$33,000.00) DOLLARS payable out of one-half (1/2) the total oil produced from the land described in this section as created and defined by that certain instrument from W. S. Randall, Receiver, to C. F. Kolp, dated December 7, 1933, recorded in Vol 155, page 444, Deed Records of Gregg County, Texas, subject, however, to the interest hereinafter decreed to Maud W. Holcomb.

(f) Maud W. Holcomb an oil payment obligation in original amount of THREE THOUSAND (\$3,000.00) DOLLARS payable out of one-sixteenth (1/16) of seven-eighths (7/8) as created and defined in that certain assignment from C. F. Kolp to said Maud W. Holcomb, dated December 7, 1933, recorded in Vol. 156, page 441, Deed Records of Gregg County, Texas.

(g) Anderson Williams the one-sixteenth (1/16) royalty provided for in the oil and gas lease from Anderson Williams to Bert Fields, and described in sub-paragraph (a) of this Section, (an additional one-sixteenth (1/16) royalty having been reserved by and adjudged to the State of Texas in Section II above); and all title to the land described in Section XIV except the title and rights in said land hereinabove specifically decreed to other parties.

(h) The title to the interest set out in each of the parties shown above in sub-paragraphs a, b, c, d, e, f, and g, of this Section is hereby vested in such party and divested from all other parties to this suit.

SECTION XXXI.

All of the land described in Section XV hereof, (excepting the mineral interests therein hereinbefore adjudged to the State of Texas), and the fifteen-sixteenths (15/16) of the oil and gas in and under and that has been or may be produced from the land known as the Annie Belle Thomas Survey and described in Section XV in this judgment and in said Section adjudged to the said Annie Belle Thomas, H. C. Hensley, Invincible Oil Company, B. M. Dutton, Bert Fields, C. F. Kolp, and Maud W. Holcomb be and the same is hereby vested in these parties as between themselves as follows:

(a) In H. C. Hensley a good and valid oil and gas leasehold estate as evidenced by oil and gas lease from Annie Belle Thomas and husband, et al, to Bert Fields, dated December 16, 1932, recorded in Vol. 141, page 262, Deed Records of Gregg County, Texas, (such oil and gas

lease providing for one-sixteenth (1/16) royalty herein-after adjudged to Annie Belle Thomas and an additional one-sixteenth (1/16) royalty having been reserved by the State of Texas and adjudged to the State of Texas in Section II above), subject, however, to the over-riding royalty and oil payment hereinafter adjudged to C. F. Kolp, Maud W. Holcomb, Invincible Oil Company, and B. M. Dutton and such oil and gas lease is hereby adjudged and decreed to be a good, valid an subsisting oil and gas lease as against all parties to this suit.

(b) Invincible Oil Company one-fourth (1/4) of seven-eighths (7/8) of all oil and gas in and under and that has been or may be produced from said tract of land as an over-riding royalty interest and by over-riding royalty interest as used herein is meant a 1/4th of 7/8th interest in and to the oil and gas in place under said land and that the lessee, his heirs, successors or assigns and/or any other person, firm or corporation who shall produce any oil or gas from said land shall deliver to the Invincible Oil Company one-fourth (1/4) of seven-eighths (7/8) of the oil and gas produced and saved from said land into the pipe line to which the well or wells on said land may be connected, free and clear of any cost and/or expense whatsoever in the development, operation and maintenance of said property for oil and gas purposes; said one-fourth (1/4) of seven-eighths (7/8) over-riding royalty interest herein adjudged to the Invincible Oil Company is, however, subject to that certain agreement between the Invincible Oil Company and H. C. Hensley whereby until C. F. Kolp and his assigns have received in the aggregate the full amount of that certain oil payment given by W. S. Randall, Receiver, to C. F. Kolp, dated November 2, 1933, recorded in Vol. 153, page 281, Deed Records of Gregg County, Texas, in original amount of Thirty Three Thousand (\$33,000.00) Dollars payable out of one-half (1/2) of the total oil produced from said premises, the Invincible Oil Company is entitled to receive only three-thirty-seconds (3/32) of seven-eighth (7/8) of the oil produced and saved from the well heretofore drilled on said tract, and the balance of the said one-fourth (1/4) of seven-eighths (7/8) over-riding royalty interest in the oil produced and saved from said well shall be run until such time to the credit of the said C. F. Kolp, his heirs and assigns.

(c) B. M. Dutton three-sixty-fourths (3/64) of seven-eighths (7/8) of the oil and gas in and under and that has been or may be produced from said tract of land as an over-riding royalty, and by over-riding royalty as used herein is meant that the lessee, his heirs, successors, or assigns shall deliver to the said B. M. Dutton three-sixty-fourths (3/64) of seven-eighths (7/8) of the oil and gas produced and saved from said land into the pipeline to which the well on said land may be connected, free and clear of any cost and/or expense whatsoever incurred in the development, operation and maintenance of said property for oil and gas purposes.

(d) Bert Fields a deed of trust on the interest above decreed to H. C. Hensley. The deed of trust herein referred to and the amount secured by such deed of trust is more fully set out in Vol. 23, page 116, Deed of Trust Records, Gregg County, Texas. The interest in this section decreed to Invincible Oil Company, Annie Bell Thomas, B. M. Dutton, and C. F. Kolp, is not subject to said deed of trust or affected by such deed of trust in any way.

(e) C. F. Kolp an oil payment obligation in original amount of THIRTY THREE THOUSAND (\$33,000.00) DOLLARS payable out of one-half (1/2) the total oil produced from the well now on said land as created and defined in that certain instrument from W. S. Randall, Receiver, to C. F. Kolp, dated November 2, 1933, recorded in Vol. 153, page 281, Deed Records of Gregg County, Texas, subject, however, to the interest hereinafter decreed to Maud W. Holcomb.

(f) Maud W. Holcomb an oil obligation in original amount of THREE THOUSAND (\$3,000.00) DOLLARS payable out of one-sixteenth (1/16) of seven-eighths (7/8) of the total oil produced from said land as created and defined in that certain assignment from C. F. Kolp to Maud W. Holcomb, dated November 8, 1933, recorded in Vol. 155, page 172, Deed Records of Gregg County, Texas.

(g) Annie Belle Thomas as her sole and separate property the one-sixteenth (1/16) royalty provided for in oil and gas lease from Annie Belle Thomas, et al, to Bert Fields as described in sub-paragraph (a) of this section (another one-sixteenth royalty having been reserved by the State of Texas and adjudged to her in Section II above); and all title to the land described in Section XV except the title and rights in said land hereinabove specifically decreed to other parties.

(h) The title to the interests set out in each of the parties shown above in sub-paragraphs a, b, c, d, e, f, and g, of his Section is hereby vested in such party and divested from all other parties to this suit.

SECTION XXXII.

All of the land described in Section XVI hereof (excepting the mineral interests therein hereinbefore adjudged to the State of Texas) and the fifteen-sixteenths (15/16) of the oil and gas in and under and that has been or may be produced from the land known as the Wash Williams

Survey and described in Section XVI in this Judgment and in said judgment decreed to Wash Williams, C. F. Kolp, B. M. Dutton, Invincible Oil Company, and Roy D. Goldston, be and the same is hereby vested in these parties as between themselves as follows:

(a) (1) C. F. Kolp a good and valid oil and gas leasehold estate as evidenced by that certain oil and gas lease from Wash Williams, et al, to J. E. Medling, dated December 16, 1932, and recorded in Vol. 141, page 264, Deed Records of Gregg County, Texas, (such lease providing for one-sixteenth (1/16) royalty hereinafter adjudged to Wash Williams and an additional one-sixteenth (1/16) royalty having been reserved by the State of Texas and adjudged to her in Section II above), subject, however, to the over-riding royalty and oil payment hereinafter decreed to Roy D. Golston, Invincible Oil Company and B. M. Dutton, and the oil payment hereinafter adjudged to C. F. Kolp and such oil and gas lease is hereby adjudged and decreed to be a good, valid and subsisting one as against all parties to this suit.

(a) (2) C. F. Kolp an oil payment obligation in the original amount of Thirty Three Thousand (\$33,000.00) Dollars, payable out of one-half (1/2) of the total oil produced from the said property as created and defined in that certain instrument from W. S. Randall, Receiver, to C. F. Kolp, dated August 31, 1933, and recorded in Vol. 151, page 231, Deed Records of Gregg County, Texas.

(b) Invincible Oil Company, one-fourth (1/4) of seven-eighths (7/8) of all oil and gas in and under and that has been or may be produced from said tract of land as an over-riding royalty interest, and by over-riding royalty interest as used herein is meant a 1/4th of 7/8ths interest in and to the oil and gas in place under said land, and that the lessee, his heirs, successors or assigns, and/or any other person, firm or corporation who shall produce any oil or gas from said land, shall deliver to the Invincible Oil Company one-fourth (1/4) of seven-eighths (7/8) of the oil and gas produced and saved from said land into the pipeline to which the well or wells on said land may be connected, free and clear of any cost and/or expense whatsoever in the development, operation and maintenance of said property for oil and gas purposes; said one-fourth (1/4) of seven-eighths (7/8) over-riding royalty interest herein adjudged to the Invincible Oil Company is, however, subject to that certain agreement between the Invincible Oil Company and C. F. Kolp, whereby until C. F. Kolp and his assigns have received in the aggregate the full amount of that certain oil payment given by W. S. Randall, Receiver, to C. F. Kolp, dated August 31, 1933, and recorded in Vol. 151, page 231, Deed Records of Gregg County, Texas, in original amount of Thirty Three Thousand \$33,000.00 Dollars payable out of one-half (1/2) of the total oil produced from said premises, the Invincible Oil Company is entitled to receive only three-thirty-seconds (3/32) of seven-eighths (7/8) of the oil produced and saved from the well heretofore drilled on said tract, and the balance of the said one-fourth (1/4) of seven-eighths (7/8) over-riding royalty interest in the oil produced and saved from said well shall be run until such time to the credit of the said C. F. Kolp, his heirs and assigns.

(c) B. M. Dutton three-sixty-fourths (3/64) of seven-eighths (7/8) of the oil and gas in and under and that has been or may be produced from said tract of land as an over-riding royalty, and by over-riding royalty as used herein is meant that the lessee, his heirs, successors or assigns shall deliver to said B. M. Dutton to his credit in the pipe line to which wells on said land may be connected three-sixty-fourths (3/64) of seven-eighths (7/8) of the total oil produced and saved from said land, free and clear of any cost and/or expense incurred in the development, operation and maintenance of said property for oil and gas purposes.

(d) Roy D. Golston an oil obligation out of one-sixteenth (1/16) of seven-eighths (7/8) of the total oil produced and saved as evidenced by that certain assignment from Maud W. Holcomb to Roy D. Golston, dated March 20, 1934, filed in Gregg County, March 29, 1934, and being Clerk's file No. 3398.

(e) Wash Williams the one-sixteenth (1/16) royalty provided for in the oil and gas lease from Wash Williams et al to J. C. Medling and referred to above in subparagraph (a) of this Section, (and another one-sixteenth (1/16) royalty having been reserved by the State of Texas and adjudged to her in Section II above), and all title to the land described in Section XVI except the title and rights in said land hereinabove specifically decreed to other parties.

(f) The title to the interest set out in each of the parties shown above in sub-paragraphs a, b, c, d, and e, is hereby vested in such party and divested from all other parties to this suit.

SECTION XXXIII.

All of the land described in Section XVII hereof (excepting the mineral interests therein hereinbefore adjudged to the State of Texas) and the fifteen-sixteenth (15/16) of the oil and gas in and under and that has been or may be produced from the land known as the Madella Simmons survey and described in Section XVII in this judgment and in said Section adjudged to Madella Simmons

Kelley and J. C. Tippet, B. P. Seay, J. Brown Cutbirth, Pitkin-Goldston Oil Company, and O. V. Pickens, be and the same is hereby vested in these parties as between themselves as follows:

(a) J. C. Tippet a good and valid oil and gas leasehold estate as evidenced by oil and gas lease from Madella Simmons, et al, to J. L. Skaggs, dated December 16, 1932, and recorded in Vol. 142, page 5, Deed Records of Gregg County, Texas, (such oil and gas lease providing for one-sixteenth (1/16) royalty hereinafter adjudged to Madella Simmons Kelley and an additional one-sixteenth (1/16) royalty having been reserved by the State of Texas and adjudged to her in Section II above), subject, however, to the over-riding royalty hereinafter adjudged to B. P. Seay, J. Brown Cutbirth, Pitkin-Goldston Oil Company and oil payment of O. V. Pickens, and such oil and gas lease is hereby adjudged and decreed to be a good, valid and subsisting one as against all parties to this suit.

(b) B. P. Seay, J. Brown Cutbirth and Pitkin-Goldston Oil Company, one-eighth (1/8) of the total oil in and under and that has been or may be hereafter produced from said tract of land as an over-riding royalty interest, and by over-riding royalty interest as used herein is meant a 1/8th interest in and to the oil and gas in place under said land and that the lessee, his heirs, successors or assigns and/or any other person, firm or corporation who shall produce any oil or gas from said land shall deliver to B. P. Seay, J. Brown Cutbirth and Pitkin-Goldston Oil Company one-eighth (1/8) of the oil and gas produced and saved from said land into the pipeline to which the well or wells on said land may be connected free and clear of any cost and/or expense whatsoever in the development, operation and maintenance of said property for oil and gas purposes.

(c) O. V. Pickens one-half (1/2) of that certain oil payment in original amount of Thirty Thousand (\$30,000.00) Dollars payable out of one-half (1/2) of the total oil produced from well now on said land; said oil payment being created and defined in the drilling contract between Richard B. Shults and J. C. Tippet, dated July 11, 1933, and fully set out in certified copy of Court order recorded in Vol 152, page 518, Deed Records of Gregg County, Texas, which drilling contract is hereby referred to and made a part hereof for more particular description of the terms and conditions of said oil payment herein decreed to O. V. Pickens.

(d) Madella Simmons Kelley, as her sole and separate property, the one-sixteenth (1/16) royalty provided for in the oil and gas lease executed by Madella Simmons, et al, to J. L. Skaggs and referred to in sub-paragraph (a) of this section, (and another one-sixteenth (1/16) royalty having been reserved by the State of Texas and adjudged to her in Section II above), and all title to the land described in Section XVII except the title and rights in said land hereinafter specifically decreed to other parties.

(e) The title to the interest set out to each of the parties in sub-paragraphs a, b, c, and d of this Section is hereby vested in such party and divested from all other parties to this suit.

SECTION XXXIV.

All of the land described in Section XVIII hereof (excepting the mineral interests therein hereinbefore adjudged to the State of Texas), and the fifteen-sixteenths (15/16) of the oil and gas in and under and that has been or may be produced from the land known as the Susie Johnson Survey and described in Section XVIII in this Judgment and in said Section adjudged to Susie Johnson, J. C. Tippet, O. V. Pickens, B. P. Seay, J. Brown Cutbirth, and Pitkin-Goldston Oil Company, be and the same is hereby vested in these parties as between themselves as follows:

(a) J. C. Tippet, a good and valid oil and gas leasehold estate as evidenced by oil and gas lease from Susie Johnson, et al, to W. M. Perkins, dated December 16, 1932, and recorded in Vol. 142, page 1, Deed Records of Gregg County, Texas (such oil and gas lease providing for one-sixteenth (1/16) royalty hereinafter adjudged to Susie Johnson and an additional one-sixteenth (1/16) royalty having been reserved by the State of Texas and adjudged to her in Section II above), subject, however, to the over-riding royalty hereinafter adjudged to B. P. Seay, J. Brown Cutbirth, Pitkin-Goldston Oil Company, and the oil payment adjudged to O. V. Pickens, and such oil and gas lease is hereby adjudged and decreed to be a good, valid and subsisting one as against all parties to this suit.

(b) B. P. Seay, J. Brown Cutbirth and Pitkin-Goldston Oil Company, one-eighth (1/8) of the total oil in and under and that has been or may be hereafter produced from said tract of land as an over-riding royalty interest, and by over-riding royalty interest as used herein is meant a 1/8th interest in and to the oil and gas in place under said land and that the lessee, his heirs, successors or assigns and/or any other person, firm or corporation who shall produce any oil or gas from said land shall deliver to B. P. Seay, J. Brown Cutbirth and Pitkin-Goldston Oil Company one-eighth (1/8) of the oil and gas produced and saved from said land into the pipeline to which the well or wells on said land may be connected free and clear of any cost and/or expense whatsoever in the development, operation and maintenance of said property for oil and gas purposes.

(c) O. V. Pickens one-half (1/2) of that certain oil payment in original amount of Thirty Thousand (\$30,000.00) Dollars payable out of one-half (1/2) of the total oil produced from well now on said land; said oil payment being created and defined in the drilling contract between Richard B. Shults and J. C. Tippett, dated July 11, 1933, and fully set out in certified copy of court order recorded in Vol. 152, page 518, Deed Records of Gregg County, Texas, which drilling contract is hereby referred to and made a part hereof for more particular description of the terms and conditions of said oil payment herein decreed to O. V. Pickens.

(d) Susie Johnson, as her sole and separate property, the onesixteenth (1/16) royalty provided for in the oil and gas lease executed by Susie Johnson, et al, to W. M. Perkins and referred to in sub-paragraph (a) of this section, (and another one-sixteenth (1/16) royalty having been reserved by the State of Texas and adjudged to her in Section II above), and all title to the land described in Section XVIII except the title and rights in said land hereinabove specifically decreed to other parties.

(e) The title to the interest set out to each of the parties in sub-paragraphs a, b, c, and d, of this section is hereby vested in such party and divested from all other parties to this suit.

SECTION XXXV.

All of the land described in Section XIX hereof (excepting the mineral interests therein hereinbefore adjudged to the State of Texas), and the fifteen-sixteenths (15/16) of the oil and gas in and under and that has been or may be produced from the land known as the Henry Williams survey and described in Section XIX of this Judgment and in said Section adjudged to Henry Williams, J. C. Tippett, B. P. Seay, O. V. Pickens, J. Brown Cutbirth and Pitkin-Goldston Oil Company, be and the same is hereby vested in these parties as between themselves as follows:

(a) J. C. Tippett, a good and valid oil and gas leasehold estate as evidenced by oil and gas lease from Henry Williams to J. L. Skaggs, dated December 15, 1932, and recorded in Vol. 142, page 3, Deed Records of Gregg County, Texas, (such oil and gas lease providing for one-sixteenth (1/16) royalty hereinafter adjudged to Henry Williams and an additional one-sixteenth (1/16) royalty having been reserved by the State of Texas and adjudged to her in Section II above), subject, however, to the overriding royalty hereinafter adjudged to B. P. Seay, J. Brown Cutbirth, Pitkin-Goldston Oil Company, and the oil payment adjudged to O. V. Pickens, and such oil and gas lease is hereby adjudged and decreed to be a good, valid and subsisting one as against all parties to this suit.

(b) B. P. Seay, J. Brown Cutbirth and Pitkin-Goldston Oil Company, one-eighth (1/8) of the total oil in and under and that has been or may be hereafter produced from said tract of land as an overriding royalty interest, and by overriding royalty interest as used herein is meant a 1/8th interest in and to the oil and gas in place under said land and that the lessee, his heirs, successors or assigns and/or any other person, firm or corporation who shall produce any oil or gas from said land shall deliver to B. P. Seay, J. Brown Cutbirth and Pitkin-Goldston Oil Company one-eighth (1/8) of the oil and gas produced and saved from said land into the pipe line to which the well or wells on said land may be connected free and clear of any cost and/or expense whatsoever in the development, operation and maintenance of said property for oil and gas purposes.

(c) O. V. Pickens one-half (1/2) of that certain oil payment in original amount of THIRTY THOUSAND (\$30,000.00) DOLLARS payable out of one-half (1/2) of the total oil produced from well now on said land; said oil payment being created and defined in the drilling contract between Richard B. Shults and J. C. Tippett, dated July 11, 1933, and fully set out in certified copy of court order recorded in Vol. 152, page 518, Deed Records of Gregg County, Texas, which drilling contract is hereby referred to and made a part hereof for more particular description of the terms and conditions of said oil payment herein decreed to O. V. Pickens.

(d) Henry Williams the one-sixteenth (1/16) royalty provided for in the oil and gas lease executed by Henry Williams to J. L. Skaggs and referred to in sub-paragraph a of this section, (and another one-sixteenth (1/16) royalty having been reserved by the State of Texas and adjudged to her in Section II above), and all title to the land described in Section XIX except the title and rights in said land hereinabove specifically decreed to other parties.

(e) The title to the interest set out to each of the parties in sub-paragraphs a, b, c, and d, of this section is hereby vested in such party and divested from all other parties to this suit.

SECTION XXXVI.

All of the land described in Section XX hereof (excepting the mineral interests therein hereinbefore adjudged to the State of Texas) and the fifteen-sixteenths (15/16) of the oil and gas in and under and that has been or may be produced from what is known as the M. J. Register Survey and described in Section XX of this judgment and adjudged in said section to H. C. Hensley, M. J. Register, Shell Petroleum Corporation, J. C. Tippett, O. V. Pickens, and Bert Fields, be and the same is hereby vested in these parties as between themselves as follows:

(a) In H. C. Hensley a good and valid oil and gas leasehold estate as evidenced by oil and gas lease from M. J. Register to H. C. Hensley, dated October 16, 1934, filed for record October 17, 1934, bearing file No. 9595, County Clerk's Office, Gregg County, Texas, subject, however, to the overriding royalty and oil payment hereinafter decreed to the Shell Petroleum Corporation and J. C. Tippett, and O. V. Pickens, and the deed of trust hereinafter decreed to Bert Fields, and such oil and gas lease is hereby adjudged and decreed to be a good, valid and subsisting one as against all other parties to this suit.

(b) J. C. Tippett and O. V. Pickens, one-half (1/2) to each, an oil obligation in original amount of Thirty Thousand (\$30,000.00) Dollars payable out of one-half (1/2) of the total oil produced and saved from well now on said tract of land, such oil obligation being created and defined by that certain contract between Richard B. Shults, Receiver, and J. C. Tippett, dated July 11, 1933, recorded in Vol. 152, page 518, Deed Records of Gregg County, Texas.

(c) Shell Petroleum Corporation, three-thirty-seconds (3/32) of the total oil in and under and that has been or may be hereafter produced from said tract of land as an overriding royalty interest, and by overriding royalty interest as used herein is meant a three-thirty-seconds (3/32) interest in and to the oil and gas in place under said land and that the lessee, his heirs, successors or assigns and/or any other person, firm or corporation who shall produce any oil or gas from said land shall deliver to Shell Petroleum Corporation three-thirty-seconds (3/32) of the oil and gas produced and saved from said land into the pipe line to which the well or wells on said land may be connected free and clear of any cost and/or expense whatsoever in the development, operation and maintenance of said property for oil and gas purposes.

(d) Bert Fields a deed of trust to secure payment of Fifteen Thousand (\$15,000.00) Dollars on the interest above decreed to H. C. Hensley, said deed of trust and the terms of same are set out in Vol. 23, page 116, Deed of Trust Records of Gregg County, Texas. The interest in this Section decreed to Shell Petroleum Corporation, J. C. Tippett and O. V. Pickens, and M. J. Register, is not subject to said deed of trust or affected by same in any way.

(e) M. J. Register one-half (1/2) of the one-eighth (1/8) royalty provided for in that certain oil and gas lease from M. J. Register to H. C. Hensley, which lease is referred to in sub-paragraph (a) of this Section, (the remaining one-half (1/2) of the royalty to be paid under the terms of the lease being the one-sixteenth (1/16) interest reserved by the State of Texas and adjudged to her in Section II above), and all title to the land described in Section XX except the title and rights in said land hereinabove specifically decreed to other parties.

(f) The title to the interest set out in each of the parties shown above in sub-paragraphs a, b, c, d, and e, of this Section, is hereby vested in such party and divested from all other parties to this suit.

SECTION XXXVII.

All of the land described in Section XXI hereof (excepting the mineral interests therein hereinbefore adjudged to the State of Texas) and the fifteen-sixteenths (15/16) of the oil and gas in and under and that has been or may be produced from the land known as the Acklin Nichols survey and described in Section XXI of this Judgment and in said Section adjudged to Acklin Nichols, Mary Nichols, J. C. Tippett, O. V. Pickens, and Gulf Production Company, be and the same is hereby vested in these parties as between themselves as follows:

(a) J. C. Tippett, a good and valid oil and gas leasehold estate as evidenced by oil and gas lease from Acklin Nichols and wife Mary Nichols to H. C. Hensley, dated October 17, 1934, and filed for record on same day, bearing file No. 9596, office of the County Clerk, Gregg County, Texas, subject, however, to the overriding royalty and the oil payment hereinafter adjudged to the Gulf Production Company, J. C. Tippett, and O. V. Pickens, and such oil and gas lease is hereby adjudged and decreed to be a good, valid and subsisting one as against all parties to this suit.

(b) Gulf Production Company, three-thirty-seconds (3/32) of the total oil in and under and that has been or may be hereafter produced from said tract of land as an overriding royalty interest, and by overriding royalty interest as used herein is meant a three-thirty-seconds (3/32) interest in and to the oil and gas in place under said land and that the lessee, his heirs, successors or assigns and/or any other person, firm or corporation who shall produce any oil or gas from said land shall deliver to Gulf Production Company three-thirty-seconds (3/32) of the oil and gas produced and saved from said land into the pipe line to which the well or wells on said land may be connected free and clear of any cost and/or expense whatsoever in the development, operation and maintenance of said property for oil and gas purposes.

(c) J. C. Tippett, O. V. Pickens, one-half (1/2) to each, that certain oil obligation originally of THIRTY THOUSAND (\$30,000.00) DOLLARS payable out of one-half (1/2) of the total oil produced from well now drilled on said land, which oil obligation was created and defined in that certain drilling contract between Richard B. Shults, Receiver, and J. C. Tippett, dated July 11, 1933, and re-

corded in Vol. 152, page 518, Deed Records of Gregg County, Texas.

(d) Acklin Nichols and Mary Nichols one-half (1/2) of the one-eighth (1/8) royalty provided for to be paid under that certain oil and gas lease from them to H. C. Hensley, dated October 17, 1934, and referred to in sub-paragraph a of this section; (the remaining one-half (1/2) of the royalty to be paid under the terms of the lease being the one-sixteenth (1/16) interest reserved by the State of Texas and adjudged to her in Section II above), and all title to the land described in Section XXI except title and rights in said land hereinabove specifically decreed to other parties.

(e) The title to the interest set out in each of the parties shown above in sub-paragraphs a, b, c, and d, of this section is hereby vested in such party and divested from all other parties to this suit.

SECTION XXXVIII.

All of the land described in Section XXII hereof (excepting the mineral interests therein hereinbefore adjudged to the State of Texas) and the fifteen-sixteenths (15/16) of the oil and gas in and under that has been or may be produced from the land described in Section XXII of this judgment and adjudged in said section to Tom Bell, Sallie Bell, Tide Water Oil Company, J. C. Tippet, Bert Fields, O. V. Pickens, and H. C. Hensley, be and the same is hereby vested in these parties as between themselves as follows:

(a) In H. C. Hensley a good and valid oil and gas leasehold estate as evidenced by the oil and gas lease from Tom Bell and wife, Sallie Bell to H. C. Hensley, dated Oct. 16, 1934, and filed for record on October 17, 1934, bearing file No. 9597, Office of the County Clerk, Gregg County, Texas, subject, however, to the overriding royalty and oil payments hereinafter adjudged to Tide Water Oil Company, J. C. Tippet, and O. V. Pickens, and such oil and gas lease is hereby adjudged and decreed to be a good, valid and subsisting one against all other parties to this suit, but said lease is also subject to the deed of trust hereinafter decreed to Bert Fields.

(b) Tide Water Oil Company, an Oklahoma Corporation, an oil obligation in original amount of Five Thousand Six Hundred Fifty-eight and 06/100 (\$5,658.06) Dollars payable out of three-eighths (3/8) of the gross production of oil and gas and casinghead gas of the oil produced from well No. 1 as created and defined by that certain conveyance from H. C. Hensley to the Tide Water Oil Company, a Oklahoma corporation, dated October 16, 1934, which instrument is made a part hereof for more particular description of said oil obligation, which obligation is effective from and after August 1st, 1934.

(c) Tide Water Oil Company, three-thirty-seconds (3/32) of the total oil in and under and that has been or may be hereafter produced from said tract of land as an overriding royalty interest, and by overriding royalty interest as used herein is meant a three-thirty-seconds (3/32) interest in and to the oil and gas in place under said land and that the lessee, his heirs, successors or assigns and/or any other person, firm or corporation who shall produce any oil or gas from said land shall deliver to Tide Water Oil Company three-thirty-seconds (3/32) of the oil and gas produced and saved from said land into the pipe line to which the well or wells on said land may be connected free and clear of any cost and/or expense whatsoever in the development, operation and maintenance of said property for oil and gas purposes; said 3/32nds overriding royalty interest being effective as to well No. 1 on said land after the above mentioned oil obligation has been paid and effective as to well No. 2 on said land, as of seven (7) o'clock A. M., August 1st, 1934.

(d) J. C. Tippet and O. V. Pickens, one-half (1/2) to each, of that certain oil obligation originally of Thirty Thousand (\$30,000.00) Dollars payable out of one-half (1/2) of the total oil produced from well No. 2 on said land (well No. 2 being the second well drilled thereon by J. C. Tippet), said oil obligation being created and defined by that certain drilling contract between Richard B. Shults, Receiver, and J. C. Tippet, dated July 11, 1933, and recorded in Vol. 152, page 518, Deed Records of Gregg County, Texas, and said drilling contract and records thereof are hereby referred to and made a part hereof for more particular description for the terms and conditions of said oil obligation.

(e) Bert Fields deed of trust to secure payment of FIFTEEN THOUSAND (\$15,000.00) DOLLARS covering the interest above decreed to H. C. Hensley, said deed of trust and the terms of same are recorded in Vol. 23, page 116, Deed of Trust Records, Gregg County, Texas. The interests above decreed to Tide Water Oil Company, Tom Bell, and Sallie Bell, are not subject to said deed of trust or affected by same in any way.

(f) Tom Bell and Sallie Bell one-half (1/2) of the one-eighth (1/8) royalty provided for in the oil and gas lease from them to H. C. Hensley, dated October 16, 1934, and being the same lease referred to in sub-paragraph a of this section: (The remaining one-half (1/2) of the royalty to be paid under the terms of the lease being the one-sixteenth (1/16) interest reserved by the State of Texas and adjudged to her in Section II above), and all title to the land described in Section XXII except the title and rights in said land hereinabove specifically decreed to other parties.

(g) The title to the interest set out in each of the parties shown above is sub-paragraphs a, b, c, d, e, and f, of this section is hereby vested in such party and divested from all other parties to this suit.

SECTION XXXIX.

All of the land described in Section XXIII hereof (excepting the mineral interests therein hereinbefore adjudged to the State of Texas) and the fifteen-sixteenths (15/16) of the oil and gas in and under and that has been or may be produced from the land described in Section XXIII in this judgment and in said section adjudged to Malissa Register Howard and H. G. Woodruff be and the same is hereby vested in these parties as between themselves as follows:

(a) In H. G. Woodruff a good and valid oil and gas leasehold estate as evidenced by oil and gas lease from Malissa Register Howard and husband, Russell Howard, dated November 2, 1934, and filed for record November 3, 1934, bearing file No. 10165 in the office of the County Clerk, Gregg County, Texas, and such oil and gas lease is hereby adjudged and decreed to be a good, valid and subsisting oil and gas lease as against all other parties to this suit.

(b) Malissa Register Howard one-half (1/2) of the one-eighth (1/8) royalty provided to be paid under the terms of that certain oil and gas lease referred to in sub-paragraph a of this section; (the remaining one-half (1/2) of the royalty to be paid under the terms of the lease being the one-sixteenth (1/16) interest reserved by the State of Texas and adjudged to her in Section II above), and all title to the land described in Section XXIII except the interest and rights in said land hereinabove specifically decreed to other parties.

(c) The title to the interest set out in each of the parties shown above in sub-paragraphs a and b of this section is hereby vested in such party and divested from all other parties to this suit.

SECTION XL.

All of the land described in Section XI hereof (excepting the mineral interests therein hereinbefore adjudged to the State of Texas) and the fifteen-sixteenths (15/16) of the oil and gas in and under and that has been or may be produced from the land known as the Samuel Williams Survey, described in Section XI of this judgment and in said section adjudged to Dan W. Francis and Invincible Oil Company be and the same is hereby vested in these parties as between themselves as follows:

(a) Invincible Oil Company a good and valid oil and gas leasehold estate as evidenced by oil and gas lease from Dan W. Francis to Invincible Oil Company, dated November 2, 1934, and recorded in Gregg County, Texas, (such oil and gas lease providing for one-sixteenth (1/16) royalty hereinafter adjudged to Dan W. Francis and an additional one-sixteenth (1/16) royalty having been reserved by the State of Texas and adjudged to the State of Texas in Section II above).

(b) Dan W. Francis the one-sixteenth (1/16) royalty provided for in oil and gas lease from Dan W. Francis to Invincible Oil Company, as described in sub-paragraph a of this section (another one-sixteenth (1/16) royalty having been reserved by the State of Texas and adjudged to the State of Texas in Section II above), and all title to the land described in Section XI except the title and rights in said land hereinbefore specifically decreed to other parties.

(c) The title to the interest set out in each of the parties shown above in sub-paragraphs a and b of this section is hereby vested in such parties and divested from all other parties to this suit.

SECTION XLI.

All of the land described in Section VIII hereof (excepting the mineral interests therein hereinbefore adjudged to the State of Texas) and the fifteen-sixteenths (15/16) of the oil and gas in and under and that has been or may be produced from the land described in Section VIII of this judgment, known as the Minnie Elder Survey, and in said section adjudged to Minnie Elder and D. H. Sanford, be and the same is hereby vested in these parties as between themselves as follows:

(a) D. H. Sanford a good and valid oil and gas leasehold estate as evidenced by oil and gas lease from Minnie Elder to D. H. Sanford, dated November 2, 1934, and recorded in Gregg County, Texas, (such oil and gas lease providing for one-sixteenth (1/16) royalty hereinafter adjudged to Minnie Elder and an additional one-sixteenth (1/16) royalty having been reserved by the State of Texas, and adjudged to the State of Texas in Section II above).

(b) Minnie Elder the one-sixteenth (1/16) royalty provided for in oil and gas lease from Minnie Elder to D. H. Sanford as described in sub-paragraph a of this section (another one-sixteenth (1/16) royalty having been reserved by the State of Texas and adjudged to the State of Texas in Section II above), and all title to the land described in Section VIII except the title and rights in said land hereinbefore specifically decreed to other parties.

(c) The title to the interest set out in each of the parties shown above in sub-paragraphs a and b of this section

is hereby vested in such parties and divested from all other parties to this suit.

SECTION XLII.

All of the land described in Section IX hereof (excepting the mineral interests therein hereinbefore adjudged to the State of Texas) and the fifteen-sixteenths (15/16) of the oil and gas in and under and that has been or may be produced from the land described in Section IX of this judgment, known as the John Elder Survey, and in said section adjudged to John Elder and Dan W. Francis, be and the same is hereby vested in these parties as between themselves as follows:

(a) Dan W. Francis a good and valid oil and gas leasehold estate as evidenced by oil and gas lease from John Elder to Dan W. Francis, dated November 2, 1934, and recorded in Gregg County, Texas, (such oil and gas lease providing for one-sixteenth (1/16) royalty hereinafter adjudged to John Elder and an additional one-sixteenth (1/16) royalty having been reserved by the State of Texas, and adjudged to the State of Texas in Section II above).

(b) John Elder the one-sixteenth (1/16) royalty provided for in oil and gas lease from John Elder to Dan W. Francis, as described in sub-paragraph a of this section (another one-sixteenth (1/16) royalty having been reserved by the State of Texas and adjudged to the State of Texas in Section II above), and all title to the land described in Section IX except the title and rights in said land hereinbefore specifically decreed to other parties.

(c) The title to the interest set out in each of the parties shown above in sub-paragraphs a and b of this section is hereby vested in such parties and divested from all other parties to this suit.

SECTION XLIII.

All of the land described in Section X hereof (excepting the mineral interests therein hereinbefore adjudged to the State of Texas) and the fifteen-sixteenths (15/16) of the oil and gas in and under and that has been or may be produced from the land described in Section X of this judgment, known as the Frank Elder, Jr., Survey, and in said section adjudged to Frank Elder, Jr., and D. H. Sanford, be and the same is hereby vested in these parties as between themselves as follows:

(a) D. H. Sanford a good and valid oil and gas leasehold estate as evidenced by oil and gas lease from Frank Elder, Jr., to D. H. Sanford, dated November 2, 1934, and recorded in Gregg County, Texas, (such oil and gas lease providing for one-sixteenth (1/16) royalty hereinafter adjudged to Frank Elder, Jr., and an additional one-sixteenth (1/16) royalty having been reserved by the State of Texas, and adjudged to the State of Texas in Section II above).

(b) Frank Elder, Jr., the one-sixteenth (1/16) royalty provided for in oil and gas lease from Frank Elder, Jr., to D. H. Sanford, as described in sub-paragraph a of this section (another one-sixteenth (1/16) royalty having been reserved by the State of Texas and adjudged to the State of Texas in Section II above), and all title to the land described in Section X except the title and rights in said land hereinbefore specifically decreed to other parties.

(c) The title to the interest set out in each of the parties shown above in sub-paragraphs a and b of this section is hereby vested in such parties and divested from all other parties to this suit.

SECTION XLIV.

All of the land described in Section VII hereof (excepting the mineral interests therein hereinbefore adjudged to the State of Texas) and the fifteen-sixteenths (15/16) of the oil and gas in and under and that has been or may be produced from the land described in Section VII of this Judgment, and in said Section adjudged to L. L. Lively and A. L. Rogers, be and the same is hereby vested in these parties as between themselves as follows:

(a) A. L. Rogers, a good and valid oil and gas leasehold estate as evidenced by oil and gas lease from L. L. Lively to A. L. Rogers, dated October 29, 1934, and recorded in Gregg County, Texas, (such oil and gas lease providing for one-sixteenth (1/16) royalty hereinafter adjudged to L. L. Lively and an additional one-sixteenth (1/16) royalty having been reserved by the State of Texas, and adjudged to the State of Texas in Section II above).

(b) L. L. Lively the one-sixteenth (1/16) royalty provided for in oil and gas lease from L. L. Lively to A. L. Rogers, as described in sub-paragraph (a) of this section (another one-sixteenth (1/16) royalty having been reserved by the State of Texas and adjudged to the State of Texas in Section II above), and all title to the land described in Section VII except the title and rights in said land hereinbefore specifically decreed to other parties.

(c) The title to the interest set out in each of the parties shown above in sub-paragraphs (a) and (b) of this Section is hereby vested in such parties and divested from all other parties to this suit.

SECTION XLV.

The Court finds that the Receiver W. S. Randall has paid out under the orders of the Court all the money in his hands as Receiver, and that the Receiver W. S. Randall under the orders of this Court has, on November 1, 1934, delivered possession of the property in his hands to the

parties to whom said property has been hereinbefore adjudged, and the action of such Receiver in paying out such money and delivering the possession of such property is hereby expressly approved and confirmed.

The Receiver W. S. Randall has filed his final report herein, and the Court having heard all the evidence concerning this report and having carefully considered it, finds that it is true and correct and should be in all things approved and confirmed by the Court, and it is therefore ordered, adjudged and decreed that the final report of the Receiver W. S. Randall be, and the same is hereby approved and confirmed, and all actions of said Receiver in connection with said property held by him in this suit are hereby expressly approved and confirmed.

And it appearing to the Court that the Receiver W. S. Randall has complied with all orders of the Court and delivered possession of the property in his hands and paid the money in his hands in accordance with the orders of the Court, and filed his final report herein, and that no reason exists why said Receiver should not be discharged, it is therefore ordered, adjudged and decreed that the Receiver W. S. Randall and his bondsmen be, and they are hereby discharged.

SECTION XLVI.

The Court finds that the Receiver Richard B. Shults has paid out under the orders of the Court all the money in his hands as Receiver, and that the Receiver Richard B. Shults under the orders of this Court has, on November 1, 1934, delivered possession of the property in his hands to the parties to whom said property has been hereinbefore adjudged, and the action of such Receiver in paying out such money and delivering the possession of such property is hereby expressly approved and confirmed.

The Receiver Richard B. Shults has filed his final report herein, and the Court having heard all the evidence concerning this report and having carefully considered it, finds that it is true and correct and should be in all things approved and confirmed by the Court, and it is therefore ordered, adjudged and decreed that the final report of the Receiver Richard B. Shults be, and the same is hereby approved and confirmed, and all actions of said Receiver in connection with said property held by him in this suit are hereby expressly approved and confirmed.

And it appearing to the Court that the Receiver Richard B. Shults has complied with all orders of the Court and delivered possession of the property in his hands and paid the money in his hands in accordance with the orders of the Court, and filed his final report herein, and that no reason exists why said Receiver should not be discharged, it is therefore ordered, adjudged and decreed that the Receiver Richard B. Shults and his bondsmen be, and they are hereby discharged.

SECTION XLVII.

The costs of this suit and all amounts adjudged to the State of Texas in Section II above having been paid under the orders of this Court, no further order need be made concerning costs and no execution shall issue therefor, and no execution shall be issued for the collection of the amounts adjudged to the State of Texas in Section II hereof.

SECTION XLVIII.

Any relief sought by any party hereto, whether plaintiff, defendant, cross-plaintiff, cross-defendant, intervenor or other party, and not specifically disposed of herein, is hereby expressly denied, except the intervention of H. G. Lee for a labor claim which is hereby dismissed without prejudice.

SECTION XLIX.

It is the intention of this judgment to dispose of all parties to this suit, and any party not hereinbefore disposed of is hereby dismissed.

J. D. MOORE, Judge.

(Endorsed) No. 52,419. State of Texas vs. L. V. Abernathy, et al. Judgment. Filed in the 98 District Court of Travis County, Texas, Nov. 12, 1934. Geo. H. Templin, District Clerk.

THE STATE OF TEXAS }
COUNTY OF TRAVIS }

I, GEO. H. TEMPLIN, Clerk of the District Courts within and for the State and County aforesaid, do hereby certify that the within and foregoing is a true and correct copy of Judgment in Cause No. 52,419, wherein The State of Texas is Plaintiff and L. V. Abernathy, et al are Defendants, as the same appears on file and of record in this office.

Given under my hand and seal of office, at Austin, Texas, this the 12th day of November, A. D. 1934.

(Seal) GEO. H. TEMPLIN,
District Clerk, Travis County, Texas.

By.....
Deputy.

C 14

Counter 24611

Sketch File # ~~22~~ 22, 13

Gregg Co

sk File

Gregg County

Copy of judgement
Abernathy Case

counter 24612

C 15