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John H. Shary Collection

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1945

E. H. Shary - Milton Glen Torno (All E. H. Shary Surgaen sold) (Tract 25, 5 acres; Tracts 11 and 12, 20 acres, all in Section 58 of the Geo. H. Paul Subdivision), 1945-1955

E H. Shary

Milton Glen Torno

Edward H. Vogel Sr

Blaine H. Holcomb

C R. Latham

See next page for additional authors

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Creator

E H. Shary; Milton Glen Torno; Edward H. Vogel Sr; Blaine H. Holcomb; C R. Latham; Southtex Land Sales, Inc.; John H. Shary Estate; and Christine K. Torno

November 14, 1955

Mr. Edw. H. Vogel, Sr. Route 1, Box 205 Sinton, Texas

Pine

Re: Tracts 11 and 12, and Tract 25, Section 58, Geo. H. Paul Subd. of J. J. Welder Ranch, San Patricio County, Texas

Dear Mr. Vogel:

We have your letter of November 10 and wish to advise that in answer to your inquiry about the matter of the 40-foot road just North of the above property, that our deed to Mr. Milton G. Torno recites only the description as listed above plus the number of acres contained in each tract.

The deed was further subject "To all rights, easements and contracts now of record, and to rights of anyone in possession of said premises". We would presume if this road is dedicated and of record in the courthouse that it would be a matter to be taken up with your local county commissioners.

We trust you are well and enjoying the best of health.

Kindest personal regards.

Sincerely,

SOUTHTEX LAND SALES, INC.

BLAINE H. HOLCOMB

BHH: S

St. Paul, Texas. November 10th. 1955.

Southtex Land Sales, Inc., Mission, Texas.

Attention Mr. B.H. Holcomb.

Dear Sir:-

\$ -- %

At the time you sold Mr. Glenn Torno of Sinton, Texas, tracts #11 & 12 (each containing 10 acres land), and tracts # 23,24 & 26 (each containing 5 acres of land, tract # 25 was purchased by him from another party), all the above tracts of land are in Section # 58, Geo. H. Paul, Sub-Div. J.J. Welder Ranch. Now,----- comes Mr. Torno and he claims the forty foot (40) road just north of him. Did you in your Deed sell or specify same in your Deed to him ? This according to the original map, is a public designated road. Mr. Torno has this road closed with a barb wire fence. This road has never been closed according to law.

Your kind reply will be appreciated.

I am encloseing stamped and self addressed envelope for your reply.

Kindest regards.

l encl.

Sincerely, Edw. H. Vogel

Edw. H. Vogel, Sr., Route 1, Box 205, Sinton, Texas.

August 26, 1953

Mr. C. R. Latham Route 1 Sinton, Texas

3 6 - all

Re: Tracts 11 and 12, Section 58, 20 acres, Map "A", Geo. H. Paul Subdivision of Welder Ranch.

Dear Mr. Latham:

We have your letter of August 19 and presume you are talking about the above mentioned property. If this is correct, please be advised that we sold same to Mr. Milton Glen Torno of Sinton, Texas back in 1952.

If you have another block in mind, kindly advise and we will check into the matter for you.

Thank you for your inquiry.

Sincerely,

SOUTHTEX LAND SALES, INC.

B. H. HOLCOMB

BHH:gs



AUSTIN 11, TEXAS

ALLAN SHIVERS

August 25, 1953

С

C

P

Mr. C. R. Latham Route 1 Sinton, Texas

Dear Mr. Latham:

Your letter of August 19 addressed to Governor Shivers has been received in his absence.

I am sending your letter to Mr. Blaine H. Holcomb, who is general manager of the Shary Organization, at Mission, Texas. Mr. Holcomb will be happy to check on the acreage you are interested in and he will be in touch with you.

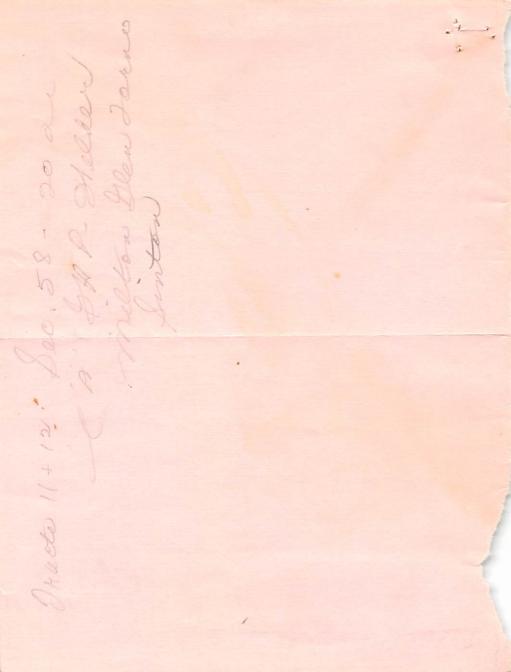
Yours very truly,

(Mrs.) Estelle Cole Secretary to Governor Shivers

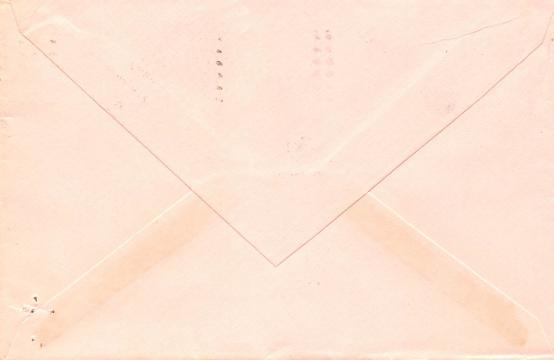
/ec

cc: Mr. Blaine H. Holcomb Box 433 Mission, T e x a s

PILSE 23 e terrer. Dear Sei you away anderstanding land near It Paul Sep. I would like to know if your care to sell it anytime soon. Please answer according Sincerely yours C.R. Latham RT#1 Sinton



Dov. allan Shives austin, Separ



CREDIT SOUTHTEX LAND SALES, INC. MILTON GLEN TORNO Tract #25, Sec. 58; 5 acres; Tracts 11 & 12, Sec. 58; 20 acres, G.H.P.Subd. San Pat. Co. Promissory note due 6-6-52 600 . 00 30. Interest from 6-6-51 to 6-6-52 00 TOTAL 630. 00 6-4-52 19..... ______V Received. Cashier Times Pubco-10-51-1915

June 4, 1952

Mr. Milton Glen Torno c/o Central Power & Light Company Sinton, Texas

> Re: Tract #25, Section 58; 5 acres; Tracts 11 & 12, Section 58, 20 acres; all in Map "A", Geo. H. Paul Subd., San Patricic County, Texas.

Dear Mr. Torno:

We acknowledge with thanks the receipt of your check in the amount of \$630.00, representing \$600.00 principal due on your note June 6, 1952 and \$30.00 for interest to June 6, 1952.

This completes payment in full of all notes due against the above premises and we enclose herewith special warranty deed conveying same to you, said deed being dated June 6, 1951. We have attached revenue stamps in the amount of \$1.65. Such deed should be placed of record in San Patricio County at once.

Enclosed also is your promissory note for \$600.00 marked "paid".

With kind regards.

Sincerely,

SOUTHTEX LAND SALES, INC.

/gs encls B. H. HOLCOMB

June 4, 1952

Mr. Milton Glen Torno c/o Central Power & Light Company Sinton, Texas

> Re: Tract #25, Section 58; 5 acres; Tracts 11 & 12, Section 58, 20 acres; all in Map "A", Geo. H. Paul Subd., San Patricio County, Texas.

Dear Mr. Torno:

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This completes payment in full of all notes due against the above premises and we enclose herewith special warranty deed conveying same to you, said deed being dated June 6, 1951. We have attached revenue stamps in the amount of \$1.65. Such deed should be placed of record in San Patricio County at once.

Enclosed also is your promissory note for \$600.00 marked "paid".

With kind regards.

Sincerely,

SOUTHTEX LAND SALES, INC.

B. H. HOLCOMB

/gs encls P. O. Box 433 Mission, Texas

SECOND NOTICE

ca -- mi

June 2, 1952

Mr. Milton Glen Torno

c/o Central Power & Light Company

Sinton, Texas

Re: Tract #25, Sec. 58; 5 acres; Tracts 11 & 12, Sec. 58; 20 acres; all in Map "A", G. H. P. Subd. San Patricio County, Texas.

Dear Mr. Torno :

Your promissory note will be due and payable in this office

on or before ______ June 6, 1952 _____ as follows:

Principal		<u>\$ 600.00'</u>
Interest from <u>6-6-51</u> on <u>\$ 600.00</u>	to <u>6-6-52</u>	30,00
	TOTAL	s 630.00

We shall appreciate remittance to cover on or before due date.

With all good wishes.

Very truly yours, SOUTHTEX LAND SALES, INC.

B. H. HOLCOMB

Milton Glen Torno c/o Central Power & Light Company Sinton, Texas June 6, 1952 5%

Tract #25, Sec. 58; 5 acres; Tracts 11 & 12, Sec. 58; 20 acres; all in Map "A", Geo. N. Paul Subd., San Patricio County, Texas.

One promissory note for \$600.00 dated June 6, 1951, bearing interest at rate of 5% from date, due on or pefore one year, payable to Southtex Land Sales, Inc.

Property is to be deededwhen this note is paid in full.

a. 4 1100 Lake & Overflow 29.59 62.95 IIA 4

SOUTHTEX LAND SALES, INC. P. O. BOX 433

MISSION, TEXAS



Date of Sale June 6, 1951	Purchaser	Milton Glen To: Christine K. To	rno & wife,
	Lot No.	Tr. 25, Sec. 5	8, 5 acres;
	Docaminti		. 58, 20 acres, GHP Sub
	Descripti	onall in San Pa	Cricio Councy
	Total Pur	chase Price \$1,	100.00
Earnest Money:	\$500.00	When Paid 6/25	/51
Prom.Note #1, Dueon or before 6/6/52	\$600.00	When Paid	
Prom.Note #2, Due	\$	When Paid	
Prom.Note #3, Due	\$	When Paid	
Prom.Note #4, Due	\$	When Paid	
Prom.Note #5, Due	\$	When Paid	
Prom.Note #6, Due	\$	When Paid	
Prom.Note #7, Due Prom.Note #8, Due	₽ ₽	When Paid	
etimienteritiinenteriteitiinenteriteitiinenteriteitiinen erenteriteitiinen erenteriteitiinen erenteriteitiinen	P	When Paid	
Total Amount	\$1,100.00		
Earnest Money Notes Bear Interest at Ra	te of 5 % Pe	r Annum from 6	/6/51
Original Notes Payable to Southtex La	and Sales, Inc.		
Balance of Purchase Price \$ \$600.00	to be in		V/L Notes
Deeded: Date			
V/L Note #1 \$ Inter	est from		at %
	est from	ann na taine ann a an an an an an ann an ann an ann	at %
	est from	Alexandra and a second a	at %
	est from	an an tha an	at %
	est from		at %
	est from		at %
V/1 Note #7 \$Inter	est from		%
	And an a particular second data		
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Title From: To:		\$	ideration:
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Fitle From: To:		"# Cone	ideration:
		\$	
	an a	angeneration of the state of th	and the second se
Oil Reservation to be Retained in			

JUNE 25, 1951.

HOLCOMB

ORDER FOR DEED - TRACT NO. 25, SECTION 58, CONTAINING 5 ACRES; TRACTS 11 AND 12, SECTION 58, CONTAINING 20 ACRES; ALL IN MAP "A", GEO. H. PAUL SUBDIVISION, SAN PATRICIO COUNTY, TEXAS - TOTAL OF 25 ACRES; MILTON GLEN TORNO AND WIFE, CHRISTINE K. TORNO, PURCHASERS.

6-25-51 BROWN 1

We have sold the above mentioned property to Mr. Milton Glen Torno and wife, Christine K. Torno, for a total consideration of \$1,100.00. We have received \$500.00 earnest money today, and he gave us promissory note for \$600.00 due on or before June 6, 1952, bearing 5% interest from June 6, 1951.

m. O'Breen,

Shole

We are reserving all minerals and we are not to furnish an abstract or title policy. Purchaser assumes and agrees to pay all taxes beginning January 1, 1951. Conveyance is to be made subject to all rights, easements, contracts and leases heretofore given.

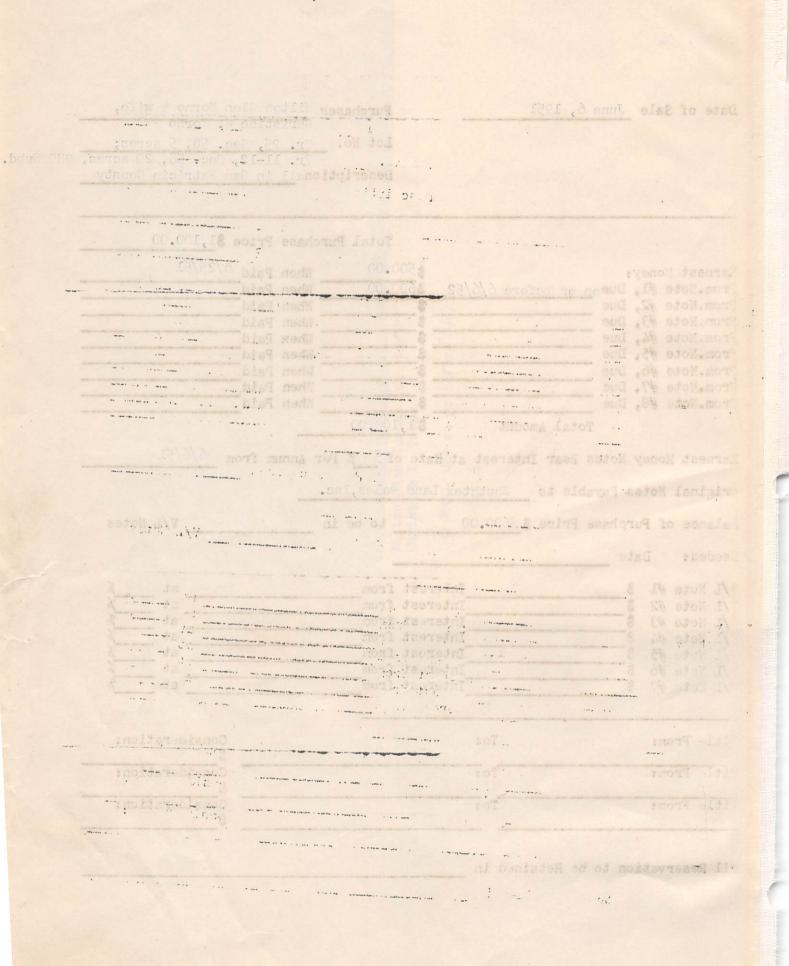
Please draw a special warranty deed from Allan Shivers to the above named purchasers. Of course, we will not deliver said deed until note for \$600.00 has been paid in full, but will hold in files.

Attached is Sales Contract and correspondence in connection therewith.

BHH; go

BHH

10/15/51 Exterie advised-



. .

June 25, 1951

Mr. Milton G. Torno c/o Central Power & Light Company Sinton, T e x a s

> Re: Tract 25, Sec. 58; Tracts 11 and 12, Sec. 58; all in Map "A", Geo. H. Paul Subdivision, San Patricio County, Texas.

Dear Mr. Torno:

We acknowledge receipt of signed Sales Contract in duplicate for purchase of the above described property, together with your check in the amount of \$500.00 as earnest money.

We have signed copy of said contract and return herewith for your files.

As you know, you gave us note in the amount of \$600.00, representing the balance of purchase price due, which is due on or before June 6, 1952, and at the time this note is paid, we will then deed this property to you.

Kind regards.

Sincerely,

SOUTHTEX LAND SALES, INC.

B. H. HOLCOMB

/gs encl

June 25, 1951

Mr. Milton G. Torno c/o Central Power & Light Company Sinton, T e x a s

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We have signed copy of said contract and return herewith for your files.

As you know, you gave us note in the amount of \$600.00, representing the balance of purchase price due, which is due on or before June 6, 1952, and at the time this note is paid, we will then deed this property to you.

Kind regards.

Sincerely,

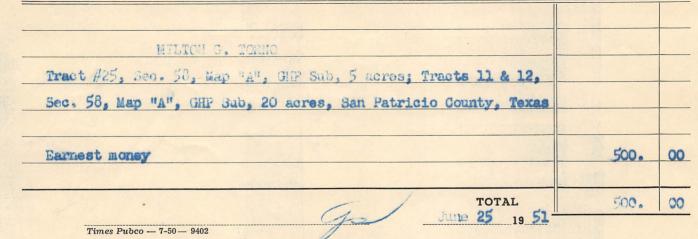
SOUTHTEX LAND SALES, INC.

B. H. HOLCOMB

/gs encl

CREDIT

JOHN H. SHARY ESTATE



Company Selling	John H. Sharj	Estate Purchaser	Milton G. Torno
Company Deeding	John H. Shary	Estate (AS)Lot No. Tra	act #25, Sec. 58, 5 acres; Tracts 11
Date of Sale	June 6, 1951		ec. 58, 20 acres; all in Map "A", n <u>Geo. H. Paul Sub., San Patricio Count</u>
Sales Price 👙	1,100.00		
Minerals Retair	ned All	By John	n H. Shary Estate XXXX
		Earnest Money	
	Amount	Date Due	Date Paid
Cash Payment Note #1 Note #2 Note #3 Note #4 Note #5 Note #6 Note #7 Note #8	600.00	On or before June 6, 1952, at which time property is to be deeded.	June 25, 1951
Total \$	\$ <u>1,100.00</u>	of Sales Price to b	Cash on Delivery of Deed. e in Vendor's Lien Notes. Payable in Monthly Installments.
		Vendor Lien Notes	
	Amount	Date Due	Date Paid
V/L Note #1 V/L Note #2 V/L Note #3 V/L Note #4 V/L Note #5 V/L Note #6 V/L Note #7			
Total	* *		······································
Date Deeded:			
Promissory Note	es Bear Interes	t at Rate of 7 p	er annum from
		Alter data and a faith a	3 per annum from
		trees on	
Sales Price in 19 to	cludes Care of	Trees on, 19	acres from,

OFFICE MEMORANDUM

SUBJECT JUNE 25, 1951. DATE

ORDER FOR DEED - TRACT NO. 25, SECTION 58, CONTAINING 5 ACRES; TRACTS 11 AND 12, SECTION 58, CONTAINING 20 ACRES; ALL IN MAP "A", GEO. H. PAUL SUBDIVISION, SAN PATRICIO COUNTY, TEXAS - TOTAL OF 25 ACRES; MILTON GLEN TORNO AND WIFE, CHRISTINE K. TORNO, PURCHASERS.

Mission	n Times Print	-' 3-49	· <u>M</u>	ILTON GLEN TORNO AND WIFE, CHRISTINE K. TORNO, PURCHASERS.
NO.	DATE	то	FROM	ACTION OR COMMENT
1	6-25-51	BROWN	HOLC OMB	We have sold the above mentioned property to Mr. Milton Glen Torno and wife, Christine K. Torno, for a total consideration of \$1,100.00. We have received \$500.00 earnest money today, and he gave us promissory note for \$600.00 due on or before June 6, 1952, bearing 5% interest from June 6, 1951.
			•	We are reserving all minerals and we are not to furnish an abstract or title policy. Purchaser assumes and agrees to pay all taxes beginning January 1, 1951. Conveyance is to be made subject to all rights, easements, contracts and leases heretofore given.
			. <	Please draw a special warranty deed from Allan Shivers to the above named purchasers. Of course, we will not deliver said deed until note for \$600.00 has been paid in full, but will hold in files.
				Attached is Sales Contract and correspondence in connection therewith.
	10-5-	*		BHH;gs
2	9-29-51	HOLCOMB	BROWN	Attached is the deed from "Allan Shivers" to above Grantees, dated June 6, 1951 (date at the top of your sales contract, though last line has later date of June 25, 1951). This deed was held up, as you know, and is not to be delivered until \$600.00 promissory note due on or before June 6, 1952 is paid. (Note in paragraph 3 the printed provision that if within the 60 cays after the note is paid title to premises should not prove merchantable is changed to provide that if title should not then"be acceptable" then the earnest money would be returned. This substitution weakens the sale contract, though you may have had to agree to that; but he could more easily say the title is not acceptable, then he could say it is not merchantable and request return of the \$500.00 earnest money paid. I suggest wherever possible you leave the word "merchantable" in the con- tract, as that has a definite legal meaning subject to proof, while "acceptable" is a very loose horizon, largely subject to Grantee's desires, which we might not be able to offset. LHB:ct
3		Shirers	Holeonab	For signature - allan Shiners - 2
4	11-15-51	HOLCOMB	BROWN	Gloria today handed me this original blue memo. You have origina deed above in your file properly signed. Therefore, all papers are handed you herewith, including correspondence, original sales contract and your copies of instruments, being all papers except my copy of deed and of memo which I will hold in suspense, and not place same in my regular files until and unless deed is de- livered. Please advise if and when deed is delivered after \$600.00 note due June 6, 1952 is paid. HHB:ct BROWN

ORDER FOR DEED - TRACT NO. 25, SECTION 58, CONTAINING 5 ACRES; TRACTS 11 AND 12, SECTION 58, CONTAINING 20 ACRES; ALL IN MAP "A", GEO. H. PAUL JUNE 25, 1951. SUBDIVISION, SAN PATRICIO COUNTY, TEXAS - TOTAL OF 25 ACRES; MILTON GLEN TORNO AND WIFE, CHRISTINE K. TORNO, PURCHASERS.

1 6-25-51 BROWN HOLCOMB We have sold the above mentioned property to Mr. Milton Glen Torno and wife, Christine K. Torno, for a total consideration of \$1,100.00. We have received \$500.00 earnest money today, and he gave us promissory note for \$600.00 due on or before June 6, 1952, bearing 5% interest from June 6, 1951.

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BHH;gs

BHH

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4 11-15-51 HOLCOMB ERCWN Gloria today handed me this original blue memo. You have original deed above in your file properly signed. Therefore, all papers are handed you herewith, including correspondence, original sales contract and your copies of instruments, being all papers except my copy of deed and of memo which I will hold in suspense, and not place same in my regular files until and unless deed is delivered. Please advise if and when deed is delivered after \$600.00 note due June 6, 1952 is paid. LHB:ct ERCWN

2

10-5

9-29-51 HOLCOMB

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

That I, Allan Shivers, of the County of Jefferson, State of Texas, (not joined herein by my wife for the reason that I have never occupied or claimed the premises herein described as my homestead), for and in consideration of the sum of

Eleven Hundred and No/100

to me in hand paid by Milton Glen Torno and Christine K. Torno

the receipt of which is hereby acknowledged, and of the acceptance hereof by grantee with the reservations to grantor as herein set out, have—subject to the reservations hereinafter set out, Granted, Sold and Conveyed, and by these presents do—subject to said reservations, Grant, Sell and Convey unto the said

Milton Glen Torno and wife Christine K. Torno

of the County of San Patricio , State of Texas , all that certain lot, tract or parcel of land situated in San Patricio County, Texas resolved in Mol de Page 10 of the Records of San Patricio County Texas resolved in Mol de Page 10 of the Records of San Patricio County Texas resolved in Mol de Page 10 of the Records of San Patricio County Texas resolved in Mol de Page 10 of the Records of San Patricio County Texas resolved in Mol de Page 10 of the Records of San Patricio County Texas resolved in Mol de Page 10 of the Records of San Patricio County Texas resolved in Mol de Page 10 of the Records of San Patricio County Texas resolved in Mol de Page 10 of the Records of San Patricio County Texas for which reference is and the resolved as follows, to-wit: Tract No. Twenty-Five (25), containing Five (5) acres, more or less; and Tracts Eleven (11) and Twelve (12), being Twenty (20) acres, more or less; all in Section Fifty-Eight (58), and being part of the lands known as Welder Ranch, as shown by map on file in the office of the County Clerk of San Patricio County, and known as map of the Geo. H. Paul Subdivision of the J. J.Welder Ranch, to which map or maps reference is here made.

SUBJECT TO all rights, easements and contracts now of record, and to rights of anyone in possession of said premises other than Grantor, if any, and to any Pasture or Mineral leases executed, if any.

The Grantor herein expressly reserves all of the oil, gas and other minerals in and under said premises expressly including but not limited to coal, iron and clay), together with the right to himself, his heirs, assignees or lessees of ingress and egress at any time for the purpose of exploring, mining and removing same, regardless of whether dwelling houses and/or other buildings are now or hereafter erected on premises, and Grantor, his assignees or lessees may drill a well closer than two hundred feet to any dwelling house and/or other buildings and as much closer as they desire in order to develop premises, if they so desire. It is understood that Grantor may execute oil and/or gas leases on part or all of premises herein described with above and other usual or special drilling provisions; and it is expressly understood and agreed that Grantor and his heirs are not and shall not be held liable or responsible for any damage of any character suffered by Grantee or Grantee's assignees (either personally or to premises or property or otherwise) on account of or in connection with or as a result of any such showing, exploring, testing or developing such premises or any act or omission of any lessee or occurring under or because of any such lease having been executed or developed, it being expressly understood and agreed, however, that Grantee does not hereby waive any right or action Grantee might have against Grantor's said assignees or lessees, or assignees of said lessees, causing damage or injury to person or property or otherwise under any such lease.

Grantee herein, as part of the consideration hereof, by the acceptance hereof, assumes and agrees to pay all taxes of every kind accruing against premises on and after January 1, 1951

TO HAVE AND TO HOLD the above described premises, subject to said reservations, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said Milton Glen Torno and Christine K. Torno, their

heirs and assigns forever; and I do hereby bind myself, my heirs, executors and administrators, to Warrant and Forever Defend all and singular the said premises unto the said Milton Glen Torno and Christine K. Torno, their

heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof, by, through or under me, subject to said reservations, and save and except for taxes as above provided.

Witness my hand at Mission, Texas, this 6th

____ day of_____

_____, 19<u>51</u>.

June

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS COUNTY OF HIDALGO

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

H. Brown)	uoei)	Logged h		al f. K. o	ins d							
D. 1951	.Α ,	ounp	day of	SQLP	This	OFFICE,	SEAL OF	D AND	NAH YM	I ONDER	GIAEN	

Notary Public, Hidalgo County, Texas						(F ' S ')	=
subject to said reservations' together and A will and insular the	53	i6T	¢T	ounr	Expires	no tas immo O	Ą

CLERK'S CERTIFICATE

PATRICIO	N	AR	OE	AIN	con
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ob ,9isiS bas VinuoO biss :	of the County Court of	County Clerk			(I

WITNESS MY HAND AND SEAL OF THE COUNTY COURT of said County, at office in Sinton, Texas, the day and year last above written.

By

County Clerk, San Patricio County, Texas

This instrument should be filed immediately with the County Clerk for record.

Recording Fee \$

When recorded-mail to:

, Deputy

No
Special Warranty Deed
FROM
ALLAN SHIVERS
TO
FILED FOR RECORD
this day of A. D. 19
ato'clockM.
County Clerk, San Patricio County, Texas By, Deputy

cc: Shivers Holcomb Brown

1,100,00

AC

WARRANTY DEED (New Shivers Special W/D, printed form)

Eleven Hundred and No/100

Milton Glen Torno and Christine K. Torno

Milton Glen Torno and wife Christine K. Torno

San Patriolo

Texas

Non-construction of the Geo, H. Paul Subdivision of the J. J.Welder Ranch, to which map or maps reference is here made.

, and to any Pasture or Maneral leases executed, if any.

January 1, 1951

By Commission Expires June 1, 1953

their*

Milton Glen Torno and Christins K. Torno,

Milton Glen Torno and Christine K. Torno, their

6th

June

52

WARRANTY DEED (New Shivers Special W/D, printed form)

Eleven Hundred and No/200

ee: Shivers Helesib Brown

1, 100,00

Malton Gian Forno and Christian K. Torus

a de la com

Milton Gian Torno and wife Christino N. Perso

East and the second of the second of the second sec

. and to any Masharo or Minaral lacasa emerated, if any.

January 1, 1951

1933 T ounp service notssimmed w

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SALES CONTRACT

m. O' Brye. 3. H. Sa.

THE STATE OF TEXAS COUNTY OF HIDALGO

THIS AGREEMENT made and entered into this th	e6	_day of	June	, A. D. 19_51		
by and between Southtex Land Sales, Inc., of the County	of Hidalgo, Sta	te of Texas	hereinafter	known as SELLER		
andMilton Glen Torno and wife, Christi	ne K. Torno,	Sinton,	Texas	of		
the County of San Patricio	_ State of	Texas		hereinafter		
known as PURCHASER:						
WITNESSETH						

For and in consideration of the total sum of \$ 1100.00 Seller hereby sells to Purchaser, subject to the mineral reservation hereinafter contained, and Purchased hereby buys from Seller the following described property, subject to the terms and conditions hereinafter provided:

*	Tract No. 25, Section 58, Map "A", George H. Paul Subdivision, containing	
	5 acres; Tracts 11 and 12, Section 58, Map "A", George H. Paul Subdivision,	
	containing 20 acres, San Patricio County, Texas.	

except the oil, gas and other minerals which is expressly reserved to the Seller, together with the right of ingress and egress at all times to explore, mine, develop, and produce the same.

1. Purchaser has deposited with Seller the sum of \$ 500.00 _____ as earnest money to be applied on the

as earnest money to be applied on the purchase price or forfeited as hereinafter provided to be conveyed, <u>Special</u> 2. Seller hereby agrees to convey the above described property by a good and sofficient Warranty Deed, within 60 days from date at this contract, supported by a merchantable Abstract of Title from Original Printed Book Ab-stract, down to date, together with a written opinion to the Seller, from a reputable attorney of Hidalgo County, Tex-as, showing merchantable title in Seller subject to any encumbrances and reservations mentioned herein, of in lieu of above at Title Policy issued by a reputable Title Insurance Company. Such Abstract of Title Policy is to be furnished atexpense of Setter is finally paid out. be acceptable

3. If within such 60-day period the title of said premises should not prove merchantable, then in such event the said earnest money paid shall be returned to the Purchaser and this agreement shall become null and void.

4. It is fully understood and agreed that the balance of said purchase price, after applying said earnest money is

One (1) notestof \$ 600.00 each due on or before one year from date of this Contract,

bearing interest at the rate of Five (5) % per annum from June 6, 1951 _ said notes tox becfurther secured by Deedrof Trust with power of sale in the form constantly used by Seller

5. It is fully understood and agreed that should the said Purchaser fail to refuse to pay the balance of the purchase price or execute said notes and Deed of Trust in the manner herein provided and at the time the title shas been made merchantable and the deed to the above described property is tendered, then in such event, the said earnest money shall be forfeited as liquidated damages, unless Seller elects to enforce specific performance as herein provided.

6. Seller will pay taxes up to and including <u>the year</u>, 19 50 Aeases heretofore given. 7. This conveyance is to be made further subject to all rights, easements, contracts and tiens in favor of the inriga-tion district of system under which land is focated. As a part of the consideration thereof, the Porchaser herein assumes

and agrees to pay when due all County, State, drainage and other taxes whatsoever beginning, water rentals, taxes and charges, whatsoever, which may accrue on become due or owing upon

8. Conveyance to be made subject to Pasture Lease with J. B. Torno, ending April 20, 1952 on Tract No. 25, Section 58, containing 5 acres, and Pasture Lease with J. B. Torno, ending September 1, 1951 on Tracts 10 and 12, Section 58, containing 20 acres.

This Contract and Agreement made and executed in Duplicate originals. WITNESS our hands this the _____ th June _ day of ____ _____, A. D. 19_51. SOUTHTEX LAND SALES, INC. Seller Receipt of above earnest money acknowledged to be handled as above provided.

Commercial State Bank, Sinton, Texas, check No. 28, dated June 23, 1951, \$500.00, signed by M. Glen Torno.

MAalcomt

Purchasen

Bu

June 18, 1951

Mr. M. G. Torno c/o Central Power & Light Company Sinton, Texas

> Re: Tract 25, Sec. 58, Map "A", Geo. H. Paul Subdivision; Tracts 11 and 12, Sec. 58, Map "A", Geo. H. Paul Subd.

Dear Mr. Torno:

Thank you for your letter of June 14. We are returning the Sales Contracts to you as originally made out. We can not at this time alter the mineral clause as we have now found that this property is presently leased to the Henshaw Bros. of San Antonio, Texas..

We feel the price is fair enough under these conditions and if you desire to proceed, please exècute the contract as we explained in our letter to you previously, and return to us, and if you are not interested please return the papers so that we may proceed with other parties.

We are glad you sent the contracts back as we found we had the wrong tracts in Section 58, listed as Tracts 10 and 11 when they should have been Tracts 11 and 12. We will hold the above proposition open for a period of five days from the date of this letter.

Thanks for your consideration.

Sincerely yours, SOUTHTEX LAND SALES, INC.

B. H. HOLCOMB

BHH:gs encls

June 14/ 1951 B.N. Haliamb Southty Land Soles, inc. mission, Lupas Lever mr. Holiamt In regard to the sale of the 25 airs of land at St. Paul. I received your "Compramis" offer & the sabs contract. The how divided to take the land at that price, if you will get the "onen dulling" port in the contract I am enclosing the complete Contract so you con make the recessary changes. Thonk your me I fond

June 6, 1951

Suspense

Mr. Milton G. Torno c/o Central Power & Light Company Sinton, Texas

> Re: Tract 25, Sec. 58, Map "A", Geo. H. Paul Subdivision; Tracts 10 and 11, Sec. 58, Map "A", Geo. H. Paul Subdivision.

Dear Mr. Tornos

We have reviewed the situation in regard to the sale of the above property to you and we find that the best we can do would be \$1100. for this land, with our retention of all mineral rights and your assumption of the taxes as of January 1, 1951. Taxes on the above lots only amounted to approximately \$10.00 last year.

In accordance therewith, we have prepared a Sales Contract with the amount of \$500. cash and the balance of \$600. to be due on or before one year.

We feel that the above is a compromised price and that the land is well worth that figure. If you want the land at this price, please sign, together with your wife, both copies of the Contract and one note for the \$600. and return to us, together with a check in the amount of \$500. We will then execute the Contract and return a copy for your files. The above offer on our part is open for a period of ten days from date of this letter, so if you are not interested, please return the papers to us.

It was certainly a pleasure meeting you and your wife on my recent trip to Sinton.

Thank you for your consideration.

Very truly yours, SOUTHTEX LAND SALES, INC.

B. H. Holcomb

BHH/df

June 6, 1951

Mr. Milton G. Torno c/o Central Power & Light Company Sinton, Texas

> Re: Tract 25, Sec. 58, Map "A", Geo. H. Paul Subdivision; Tracts 10 and 11, Sec. 58, Map "A", Geo. H. Paul Subdivision.

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Thank you for your consideration.

Very truly yours, SOUTHTEX LAND SALES, INC.

BHH/df

B. H. Holcomb

Mission, Texas,

SIX HUNDRED AND NO/100

On or before June 6, 1952

, after date for value received, I, we or either of us jointly and sev-

DOLLARS

erally promise to pay to the order of

SOUTHTEX LAND SALES, INC.

June 6.

at Mission, Texas

the sum of_

with interest thereon at the rate of Five (5) per cent per annum from date until paid. Interest payable annually. Each maker, surety and endorser hereon especially waives grace, protest, notice and presentation for payment and agrees to any and all extensions and renewals with the principal obligor. This note is one of a series evidencing unpaid purchase money for land described in Deed of Trust of even date herewith executed by makers. Full authority is hereby given the legal holder hereof to apply here on any funds in the possession of such holder belonging to such obligor or endorser at public or private sale, without notice, at any time before or after maturity, holder may deem itself insecure. It is expressly understood and agreed that if default be made in the payment of this note, or any of the notes given by more or, or if the interest hereon or thereon or thereon be not paid when due, then this note or any or all of the notes of which this one is a series, shall, at the option of any holder or owner hereof or thereof, become fully matured, due and payable immediately, without notice. Should this note be placed in the hands of an attorney for collection, after maturity, the undersigned agrees to pay and additional ten per centum of the amount of principal and interest due thereon, as attorney's fees.

Due On or before June 6, 1952	the state of the second se	Milton Glen Torno
No1		Christine K. Torno
Address Sinton, Texas		CHITSCINE A. TOTHO

SALES CONTRACT

THE STATE OF TEXAS COUNTY OF HIDALGO

THIS ACREEMENT made and entered into this the day of, A. D. 19 51 by and between Southtex Land Sales, Inc., of the County of Hidalgo, State of Texas hereinafter known as SELLER
and Milton Glen Torno and wife, Christine K. Torno, Sinton, Texas of
the County of San Patricio State of Texas hereinafter
known as PURCHASER:
WITNESSETH
For and in consideration of the total sum of \$Seller hereby sells to Purchaser, subject to the mineral reservation hereinafter contained, and Purchased hereby buys from Seller the following described property, subject to the terms and conditions hereinafter provided:
Tract No. 25, Section 58, Map "A", George H. Paul Subdivision, containing
5 acres; Tracts 10 and 11, Section 58, Map "A", George H. Paul Subdivision,
containing 20 acres, San Patricio County, Texas.
except the oil, gas and other minerals which is expressly reserved to the Seller, together with the right of ingress and egress at all times to explore, mine, develop, and produce the same.
1. Purchaser has deposited with Seller the sum of \$ 500.00 as earnest money to be applied on the
 2. Seller hereby agrees to convey the above described property by a good and sufficient Warranty Deed, within
60 days from date of this contract, supported by a merchantable Abstract of Title from Original Printed Book Ab- stract, down to date, together with a written opinion to the Seller, from a reputable attorney of Hidalgo County, Tex-
as, showing merchantable title in Seller subject to any encumbrances and reservations mentioned herein, or in lieu
of above a Title Policy issued by a reputable Title Insurance Company. Such Abstract or Title Policy is to be furnished at expense of Seller. is finally paid out. be acceptable
3. If within such 60-day period the title of said premises should not prove merchantable, then in such event the said earnest money paid shall be returned to the Purchaser and this agreement shall become null and void.
4. It is fully understood and agreed that the balance of said purchase price, after applying said earnest money is
to be paid as follows: \$2000000000000000000000000000000000000
bearing interest at the rate of Five (5) % per annum from June 6, 1951 said motess to
be further secured by Deedvor Trust with power of sale in the form customarily used by Seller. 5. It is fully understood and agreed that should the said Purchaser fail to refuse to pay the balance of the purchase
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6. Seller will pay taxes up to and including, 19 50, 19 50 7. This conveyance is to be made further subject to all rights, easements, contracts and liens in favor of the irriga-
tion district or system under which land is located XAS a part of the consideration thereof, the Purchaser herein assumes x
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and thereafter, and all water rentals, taxes and charges, whatsoever, which may acorne or become due or owing upon
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8. Conveyance to be made subject to Pasture Lease with J. B. Torno, ending April 20, 1952 on Tract No. 25, Section 58, containing 5 acres, and Pasture Lease with J. B. Torno,
ending September 1, 1951 on Tracts 10 and 11, Section 58, containing 20 acres.
This Contract and Agreement made and executed in Duplicate originals.
WITNESS our hands this the day of, A. D. 19_51.
SOUTHTEX LAND SALES, INC.
BySeller
Receipt of above earnest money acknowledged to be handled as
above provided.
Purchaser

.

OFFICE MEMORANDUM

TO GOVERNOR SHIVERS.

FORM NO. 19

6

SUBJECT POSSIBLE SALE OF TRACT 25, CONTAINING 5 ACRES, AND TRACTS 10 AND 11, CONTAINING 20 ACRES, ALL IN SECTION 58, MAP "A", GEO. H. PAUL SUBDIVISION. DATE MAY 29, 1951.

The above tracts are located north and west of the St. Paul Townsite, which are presently in brush and do not seem to lay too well being in a swale. We at present have them under lease at 50 cents an acre per year and we have been corresponding for sometime trying to sell these tracts. These are the last of our small tracts up in that area which are not in cultivation. We have been trying to sell these at \$50.00 an acre with our retaining all of the minerals. The parties interested have objected to the mineral reservation. However, on my recent trip to Sinton, I talked with one of the parties who had been interested and they have tenatively offered us \$1,000.00 for these tracts with our retention of all minerals. This would be \$40.00 an acre. It appears to me that this would be a pretty good deal for us as the last similar lots we sold in that area were at \$40.00 an acre also. If this is okay with you, we will go ahead with the deal, which is to be \$500.00 cash and \$500.00 within one year.

While in St. Paul I talked to Mr. Edw. H. Vogel, Sr. and a couple of the other people who live there, in regard to our lot situation. The development in the townsite seems to still be about the same; that is, still all in brush and cactus with the exception of about four or five houses and some mexican houses to the south part of the townsite. We have been corresponding with Mr. Vogel for the past several months in regard to the sale of some of these lots. He is a fairly well-to-do man, along in years and appears to have taken an interest in trying to get a few people from Sinton to move out closer to him in this townsite. It appears that a large part of the lots out there are going to be sold from tax sales sometime late this year. The price of \$20.00 for a 25' x 125' lot is the same as we have been getting for sometime, what sales we have made. We still have approximately 125 lots left, but all those lie south of the only paved road running through town and even though they are in areas of designated streets, there are no streets, so it appears to me as long as we continue to hold the minerals that we are not hurting ourselves by selling them and to eliminate paying taxes with practically no income. As far as oil activity: even though the Henshaw Bros. hit that dry hole, they still feel since Henshaw Bros. are holding their leases that they have something worthwhile in that area as evidenced by the field not too far to the south and east.

The crops on the Tynan farm look very good. We have approximately three-fourths of the acreage in cotton and the balance in feed crops which look pretty good at this time. We ought to get good rent this year. According to the information I could get up there, there hasn't been any oil activity within a mile of this area other than the well which I saw up there last year to the north and west.

On the farm south of Robstown, the cotton looks good but the feed crops were very bad and it appears they will have to abandon the present feed crops and plant one for fall, but approximately half of this farm is in cotton.

FORM NO. 19

OFFICE MEMORANDUM

TO SUBJECT DATE

PAGE 2

The crops on the farm south of Banquette look much better than the crops in Robstown as it seems as though they had more rain over here in this section. I saw the pits where the Glasscock well was to the north, and there was a rig working to the west, across the creek from this tract. We will try to locate this and watch for the results.

On our Driscoll lots, they are having an election for incorporating on June 23. It appears that this wouldn't be too good for us as we own a considerable number of lots yet, and no doubt our taxes would be very high. On the other hand, it might encourage the sale on them. It appears to me we have them priced quite high and it might be well to discuss lowering Didge droven the most file lander the price some in order to try to move them faster.

BHH:gs

GOVERNOR SHIVERS.

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POSSIBLE SALE OF TRACT 25, CONTAINING 5 ACRES, AND TRACTS 10 AND 11, CONTAINING 20 ACRES, ALL IN SECTION 58, MAP "A", GEO. H. PAUL SUBDIVISION. MAY 29, 1951.

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BHH:gs

BHH

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BHH:gs

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BHH

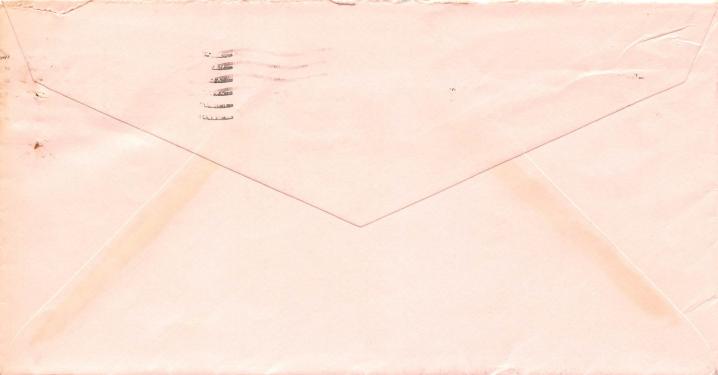
5- 10- 51 Sinters Tx. R-1_ Dear Si. ne ciend your letter some time ago. been busy, and when not busy Just for get to write you. The party is m. y. Jours. Sintin he is my youngest Son westimaled he till me he wanted to talk to you about the land. he is still thinking about it so will close. I. Jona miton steras

is days to But 148 -Route 1 - Sinton For





Southter, Jand, Sales. Core. P. G. Box 433 mission Zet



April 19, 1951

Duspense

Mr. J. B. Torno Route #1, Box 148 Sinton, Texas

> Re: 5-acre Tract No. 25, Section 58, George H. Paul Subdivision

Dear'Mr. Torno:

Not having heard from you since our letter of March 30, we are just wondering if the party you had in mind is still interested in the purchase of the above tract.

Please let us hear from you at your convenience.

Very truly yours, SOUTHTEX LAND SALES, INC.

B. H. Holcomb

BHH/df

Re-

April 19, 1951

Mr. J. B. Torno Route #1, Box 148 Sinton, Texas

> Re: 5-acre Tract No. 25, Section 58, George H. Paul Subdivision

Dear Mr. Torno:

Not having heard from you since our letter of March 30, we are just wondering if the party you had in mind is still interested in the purchase of the above tract.

Please let us hear from you at your convenience.

Very truly yours, SOUTHTEX LAND SALES, INC.

B. H. Holcomb

BHH/df

March 30, 1951

Super

Mr. J. B. Torno Route #1, Box 148 Sinton, Texas

> Re: 5-acre Tract No. 25 in Section 58, Geo. H. Paul Subdivision

Dear Mr. Torno:

In regard to the sale of the above tract, per your letter received this morning, please be advised that our price on this 5-acre tract is \$50.00 an acre, or \$250.00, with our retaining the minerals.

If you are interested, we would be very glad to prepare Sales Contract and forward for signature, if you will give us the name of the party who is interested in purchasing.

Also, you mentioned that he was interested in purchasing the adjoining 5-acre tract. Our records do not show that we own the five acres adjoining, but we do have 20 acres in Tracts 11 and 12, Section 58, which you have leased and which is very near to the above piece of property. Our price on this is \$50.00 an acre also.

We will be glad to hear from you, if we can help you further on this matter.

Very truly yours,

SOUTHTEX LAND SALES, INC.

BHH/df

B. H. Holcomb

March 30, 1951

Mr. J. B. Torno Route #1, Box 148 Sinton, Texas

> Re: 5-acre Tract No. 25 in Section 58, Geo. H. Paul Subdivision

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Very truly yours,

SOUTHTEX LAND SALES, INC.

BHH/df

B. H. Holcomb

pen Sis. Buy That 5: and Block. 25 - Son 58 - please lit me know, what you want has are for it, he has the cash to hay for it, also wants the other other 5 and joining it if he can get. it J.B. Tomo CK for 25° sental and Posture Lense reve 3/30/51 (5)



JB. Jorno J

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GREDIT

JOHN H. SHARY ESTATE

J. B. TORNO		
10-acre Tracts 11 and 12 in Section 58, San Patricio County		
BN. Shary		
Pasture lease from 9-1-50 to 9-1-51	10.	00
· · ·		
August 24 19 50	10.	00
Mission Times Print - 6-49 August 24 19 90		

August 24, 1950

Mr. J. B. Torno Route #1, Box 148 Sinton, Texas

> Re: 10-acre Tracts 11 and 12 in Section 58, San Patricio County, containing 20 acres.

Dear Mr. Torno:

We are in receipt of your check in the amount of \$10.00 being for pasture lease on the above mentioned property from September 1, 1950 to September 1, 1951.

We herewith enclose you signed copy of this lease for your file.

Yours very truly, SOUTHTEX LAND SALES, INC.

B. H. HOLCOMB

BHH:gs encl

July 20, 1950

Mr. J. B. Torno Route #1, Box 148 Sinton, Texas

> Re: 10-acre Tracts 11 and 12 in Section 58, San Patricio County, containing 20 acres.

Dear Mr. Torno:

Your Pasture Lease expires September 1, 1950 on the above mentioned tracts in Section 58. Therefore, we herewith enclose you a lease from September 1, 1950 to September 1, 1951.

Will you please sign both the original and copy, returning to us with your check for \$10 on or about September 1. On receipt of same we will sign and send you a copy.

Yours very truly,

SOUTHTEX LAND SALES, INC.

B. H. Holcomb

BHH:ah encls

GRASS OR PASTURE LAND LEASE .

THE STATE OF TEXAS . . COUNTY OF HIDALGO

ð

THIS AGREEMENT OF LEASE made this day of A. D. July , Lessor, and 1950 by and between ALLAN SHIVERS of Route #1 Sinton, TexasLessee, J. B. Torno

WITNESSETH: That the said Lessor does by these presents let and lease unto said Lessee the following described real estate, to-wit: Situated and being in <u>San Patricio</u> County, State of <u>Texas</u>, viz: being in <u>San Patricio</u> County, State of <u>Texas</u>

10-acre Tracts 11 and 12 in Section 58, being part of the land known as the Welder Ranch as shown by Map A of the Geo. H. Paul Subdivision of J. J. Welder Ranch, containing 20 acres, more or less.

Said Lessee to pay Lessor as rental therefor the sum of Ten and No/100 (\$10.00) - - - - _ _ DOLLARS, in the following manner: Cash on signing this lease.

Said land to be used only for the purpose of pasturing and grazing during the season of/from <u>September 1</u>, 19 50 to <u>September 1</u> 19 51, of only cattle or live stock belonging to Lessee.

The right to sell or use for development purposes of said above described premises at any time during the continuance of this lease is reserved and Lessor hereby reserves the right to at any time cancel this lease and terminate the same and to return to Lessee pro-rata the unearned rental, and upon notice of sale in writing to Lessee together with an offer or tender on the part of Lessor to return the pro-rata unearned rental, Lessor shall be entitled to immediate possession of said premises and shall not be liable for damage of any nature by reason of such re-entry, all such damages being hereby expressly waived by Lessee.

- It is also agreed that Lessee may, at his own expense, erect a fence on and around said land, said fence not to be removed at the expiration hereof, and that any such fences shall then automatically become the property of and belong to Lessor; that whether said lands are fenced or not, Lessor or his agent may have access to said premises at any and all times; that, at the expiration of the term hereof, said Lessee agrees to quit and surrender said premises in as good state and condition as when taken, reasonable wear thereof and damage thereto by the elements excepted; that Lessec will not sub-lease or sub-let said above described premises or any part thereof without consent thereto of the owner or Lessor herein, first having been obtained in writing.

It is further understood that Lessor reserves the right to execute oil and/ or gas leases on part or all of premises during the term of this lease, and it is expressly agreed that Lessor may at any time execute an oil and/or gas lease (or other mineral lease) on all or any part of the premises herein leased, and Lessor or anyone authorized by him, or Lessor's lessees or assignees of such lessees may at all times, subject to such reasonable requirements as Lessee may make to safeguard Lessee's property and interests under this lease, enter upon premises for the purpose of showing, exploring, testing and/or developing said premises prior to and/or under the terms of any such oil and/or gas or other lease so executed by Lessor; it being expressly understood and agreed that Lessor is not and shall not be held liable or responsible for any damage of any character suffered by Lessees (either to crops, stock or premises or property or otherwise) on account of or in clanection with or as a result of any such showing, exploring, testing or developing such premises or omission of any lessee or occurring under or because of any such lease having been executed or developed, it being expressly understood and agreed, however that Lessees do not waive any right or action they might have against Lessor's said lessees, or assignees of said lessees, or any other persons, causing damage or injury to property, livestock or interests under this lease.

It is further agreed that a first and prior lien is hereby given and granted by Lessee to Lessor on all livestock grazed on premises herein described to secure the payment of all lease rentals herein agreed to be paid to Lessor.

Lessee agrees, states and represents that Lessee has no right, title or interest in or to the premises herein described, except the rights expressly granted herein to him as Lessee.

Lessee agrees to not record this instrument without the written consent of Lessor being first obtained.

Lessee agrees that during the term or at or following the expiration of this lease he will not tear down, move or remove any fences now on premises.

It is agreed and understood that any holding over by the Lessee of the hereby leased premises after the expiration of this lease shall operate and be construed as a tenancy from month to month at a rental of 5.00 .

IN TESTIMONY WHEREOF the parties hereto have caused these presents to be signed and delivered in duplicate originals this the _____ day of _____, A. D. 19 50 .

_cancel this lease and terminate the same armed rental, and upon actice of sale in or tender on the part of leaser to ro-ALLAN SHIVERS Lessor

Witnesses:

for densite of any nature by reason by expressly extrud by Desree.

Lessor or envone subherized by him, or Lessor's lesses or assigneds of such lesses may at all times, subject to such reasonable requirements as Lesses may nake to safeguart Lesses's property and interests under this lesse, enter upon other persons, causing demage or injury to property, livestock or interests under GRASS OR PASTURE LAND LEASE

RE: M. O'BRIEN

THE STATE OF TEXAS) COUNTY OF HIDALGO)

THIS AGREEMENT OF	LEASE made this 1	5 day of	August	A. D.
1949 by and between	ALLAN SHIVERS		, Lessor, and	
J. B. Torno	of 1	Route #1, Box 148,	Sinton, Texas ,	Lessee,

WITNESSETH: That the said Lessor does by these presents let and lease unto said Lessee the following described real estate, to-wit: Situated and being in <u>San Patricio</u> County, State of <u>Texas</u>, viz:

10-acre Tracts 11 and 12 in Section 58, being part of the land known as the Welder Ranch as shown by Map A of the Geo. H. Paul Subdivision of J. J. Welder Ranch, containing 20 acres, more or less.

Cash on signing this lease.

Said land to be used only for the purpose of pasturing and grazing during the season of/from <u>September 1</u>, 1949 to <u>September 1</u> 1950, of only cattle or live stock belonging to Lessee.

The right to sell or use for development purposes of said above described premises at any time during the continuance of this lease is reserved and Lessor hereby reserves the right to at any time cancel this lease and terminate the same and to return to Lessee pro-rata the uncarned rental, and upon notice of sale in writing to Lessee together with an offer or tender on the part of Lessor to return the pro-rata uncarned rental, Lessor shall be entitled to immediate possession of said premises and shall not be liable for damage of any nature by reason of such re-entry, all such damages being hereby expressly waived by Lessee.

It is also agreed that Lessee may, at his own expense, erect a fence on and around said land, said fence not to be removed at the expiration hereof, and that any such fences shall then automatically become the property of and belong to Lessor; that whether said lands are fenced or not, Lessor or his agent may have access to said premises at any and all times; that, at the expiration of the term hereof, said Lessee agrees to quit and surrender said premises in as good state and condition as when taken, reasonable wear thereof and damage thereto by the elements excepted; that Lessee will not sub-lease or sub-let said above described premises or any part thereof without consent thereto of the owner or Lessor herein, first having been obtained in writing.

It is further understood that Lessor reserves the right to execute oil and/or gas leases on part or all of premises during the term of this lease, and it is expressly agreed that Lessor may at any time-execute an oil and/or gas lease (or other mineral lease) on all or any part of the premises herein leased, and Lessor or anyone authorized by him, or Lessor's lessees or assignees of such lessees may at all times, subject to such reasonable requirements as Lessee may make to safeguard Lessee's property and interests under this lease, enter upon premises for the purpose of showing, exploring, testing and/or developing said premises prior to and/or under the terms of any such oil and/or gas or other lease so executed by Lessor; it being expressly understood and agreed that Lessor is not and shall not be held liable or responsible for any damage of any character suffered by Lesses (either to crops, stock or premises or property or otherwise) on account of or in connection with or as a result of any such showing, exploring, testing or developing such premises or omission of any lessee or occurring under or because of any such lease having been executed or developed, it being expressly understood and agreed, however that Lessees do not waive any right or action they might have against Lessor's said lessees, or assignees of said lessees, or any other persons, causing damage or injury to property, livestock or interests under this lease.

(over)

It is further agreed that a first and prior lien is hereby given and granted by Lessee to Lessor on all live stock grazed on premises herein described to secure the payment of all lease rentals herein agreed to be paid to Lessor.

Lessee agrees, states and represents that Lessee has no right, title or interest in or to the premises herein described, except the rights expressly granted herein to him as Lessee.

· Lessee agrees to not record this instrument without the written consent of. Lessor being first obtained.

Lessee agrees that during the term or at or following the expiration of this lease he will not tear down, move or remove any fences now on premises.

It is agreed and understood that any holding over by the Lessee of the hereby leased premises after the expiration of this lease shall operate and be construed as a tenancy from month to month at a rental of \$ 5.00

IN TESTIMONY WHEREOF the parties hereto have caused these presents to be signed and delivered in duplicate originals this the $\frac{\nu q}{\rho}$ day of $\frac{2\rho q}{\rho}$, A. D. 1949.

ALLAN SHIVERS Lessor By:

Lessee 17

Witnesses:

CREDIT John H. Sharry J. B. Jerno 10. acre Fracts 11+ 12, Action 58. Sec. H. Paul Subdivision. - Pasture Leaves grom 9-1-49 to 8-29 1949 TOTAL Ga Mission Times Print - 2-48

August 29, 1949

Mr. J. B. Torno Route #1, Box 148 Sinton, Texas

1 days

Re: 10-acre Tracts 11 and 12 in Section 58, San Patricio County, containing 20 acres.

Dear Mr. Torno:

We are in receipt of your check in the amount of \$10.00 being for pasture lease on the above mentioned property from September 1, 1949 to September 1, 1950.

We herewith enclose you signed copy of the lease for your file.

Yours very truly,

SOUTHTEX LAND SALES, INC.

R. K. STRAW

RKS:gjs encl

August 15, 1949

Mr. J. B. Torno Route #1, Box 148 Sinton, Texas

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1 . 0

Re: 10-acre Tracts 11 and 12 in Section 58, San Patricio County, containing 20 acres.

Dear Mr. Torno:

Your Pasture Lease expires September 1, 1949 on the above mentioned tracts in Section 58. Therefore, we herewith enclose you a lease from September 1, 1949 to September 1, 1950.

Will you please sign both the original and copy, returning to us with your check for \$10 on or about September 1. On receipt of same we will sign and send you a copy.

Yours very truly,

SOUTHTEX LAND SALES, INC.

R. K. STRAW

RKS:gjs encls

April 6, 1949

wtin frontill

Mr. J. B. Torno Route #1, Box 118 Sinton, Texas

Re: E. H. Shary

Dear Mr. Torno:

Your Pasture Lease expires September 1, 1949 on Tracts 11 and 12 in Section 58. We herewith enclose you a lease from September 1, 1949 to September 1, 1950.

Will you kindly sign both the original and copy where I have indicated with a cross, returning to us with your check for \$10.00. On receipt of same we will sign and send you a copy.

Yours very truly,

SOUTHTEX LAND SALES, INC.

R. K. STRAW

RKS:gjs encls

CREDIT John N. Shary atele Re- E. H. Shary, Tracter 11+ 12, Sec. 58, 20 acres, San Patrices County of J. B. Zerno from 9-1-48 to 9-1-49 Pasture lesse y 8/30 1948 Mission Times Print - 2-48

September 16, 1948

RE & He Alary

-

Mr. J. B. Torno Route #1, Box 148 Sinton, Texas

2

Re: 10-acre Tracts 11 and 12 in Section 58, San Patricio County, containing 20 acres.

Dear Mr. Torno:

We acknowledge receipt of signed Pasture Lease from you under date of August 30 and your check in the amount of \$10.00, in payment for the above mentioned lease from September 1, 1948 to September 1, 1949.

We have signed copy of same and enclose herewith for your file.

Thank you.

Yours very truly,

SOUTHTEX LAND SALES, INC.

R. K. STRAW

RKS:gjs encl

August 24, 1948

Mr. J. B. Torno R. F. D. Sinton, Texas

. 0.

Re: E. H. Shary

Dear Mr. Torno:

Your Pasture Lease expires September 1, 1948 on Tracts 11 and 12 in Section 58. We herewith enclose you a lease from September 1, 1948 to September 1, 1949.

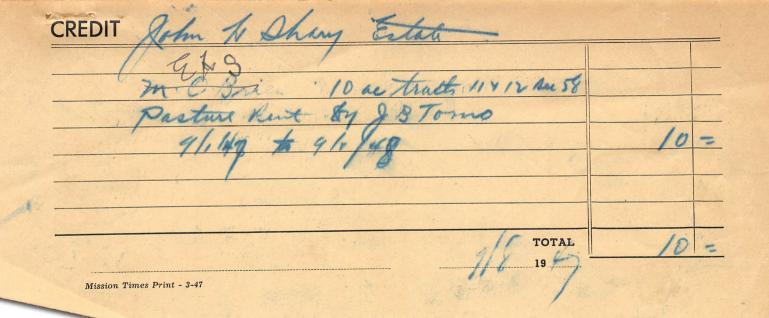
Will you kindly execute both the original and copy, returning to us with your check for \$10 on or about September 1. On receipt of same we will sign and send you a copy.

Yours very truly,

SOUTHTEX LAND SALES, INC.

R. K. STRAW

RKS:gjs encls.



AND CONTROL OF

September 9, 1947

Mr. J. B. Torno R. F. D. Sinton, Texas

EN Sharry

Re: M. O'Brien

Dear Sir:

We have received in today's mail your check for \$10.00 in payment of pasture rent on two 10-acre tracts, numbers 11, and 12 in Section 58.

We herewith enclose you a new pasture lease from September 1, 1947 to September 1, 1948. Kindly sign the original and return to us.

Yours truly,

SOUTHTEX LAND SALES, INC.

BY:

R. K. Straw

RKS: ms Encl. September 16, 1946

Mr. J. B. Torno RFD Sinton, Texas

In Re: M. O'Brien

Dear Mr. Torno:

We enclose your signed copy of the lease and herewith return for your files.

Yours truly,

SOUTHTEX LAND SALES, INC.

R. K. STRAW

RKS:dvm

21 January 1947

Mr. H. M. Jackson, County Clerk San Patricio County Sinton, Texas

Dear Sir:

We enclose you John H. Shary Estate check for \$1.00, being in payment of your bill for recording fees, for a deed from M. O'Brien to John H. Shary.

> Yours very truly JOHN E. SHARY ESTATE

BY

RKS:gjs Incl.

Check Needed

January 20, 1947

1 1-20-47 Straw Mona

Make a John H. Shary Estate check to H. M. Jackson, County Clerk, San Patricio County, for \$1.00;

> Recording fees - RE M. O'Brien, San Patricio County, Texas.

> > RKS

RKS:gjs

. 12 October 1946

Mr. L. R. Hale Sinton, Texas

Re: RE M. O'Erien

Dear Mr. Hale:

Acknowledge receipt of your letter of October 9th addressed to Mr. Allan Shivers regarding Tracts 11 and 12 in Section 58. We are handling this property for Mr. Shivers and I believe he might accept \$50.00 per acre provided that he reserves all oil, gas, and mineral rights, otherwise he would not be interested in disposing of them.

This land is leased to Mr. Torno for pasture purposes and any sale would have to be subject to the written lease we have with him and his right to any fences that might have been put on the land by himself during the period of his lease, however there is a clause in the lease that we can terminate it at any time by refunding pro-rata uncarned rental.

The above price would be net to Mr. Shivers and subject to prior sale.

Yours very truly

SOUTHTEX LAND SALES, INC.

R. K. STRAW

RKS:gjs

September 6, 1946

Mr. J. B. Torno Sinton, Texas

Dear Sir:

We acknowledge receipt of your check for pasture rental, in the amount of \$10.00 and herewith enclose a new lease and copy from Sept. 1, 1946 to Sept. 1, 1947.

We have signed a copy of the lease, and you will please sign the original, and return to us by return mail.

Yours truly,

SOUTHTEX LAND SALES, INC.

BY:

RKS/jaa

CREDIT RE 220	Bralen Expo	3	Suit	property
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	STATE BANK & TRUST CO. MISSION, TEXAS	19		

September 7, 1945

Mr. J. B. Torno Sinton, Texas

LANS

RE: M. O'Brien Tracts 11 and 12 Section 58

Dear Mr. Torno:

We acknowledge receipt of your check for ten dollars (\$10.00) under date of September 4th, in payment of one year pasture rent on ten (10) acres tract number eleven (11) and twelve (12) in Section 58. We enclose your new lease from September 1st, 1945 to September 1st, 1946 and you will please sign both and mail back to us.

Yours very truly,

, RS :mlv

JOHN H. SHARY

By

September 17, 1945

Mr. J. B. Torno Sinton, Texas

200

RE: M. OBrien

Dear Mr. Torno:

We acknowledge receipt of your signed lease on ten acre tracts number 11 and 12 in Section 58 for rental period September 1st, 1945 to September 1st, 1946. We herewith enclose copies of the lease.

Yours very truly,

JOHN H. SHARY

RKS :mlv

By

Sintin Tex-9-4-1945-Near Si. Enclose bind check. But 10,00 for parting next, from 9-1 - 1945 & 9-1- 1944 in See. 5% - Paul. Site. how is every Thing they at mission. The storm nearly got us, mind To percent of my cottin' avell and J.B. Tom Birlion Zet B.1-B. 148. · · · · · · ·

Mission, Texas September 15th 1944

ENS RE MOUTIEN Tracts 11 and 12 Sec 58

Mr J.B. Torno Sinton, Texas

Dear Sir-

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We enclose you copy of lease from 9-1-44 to 9-1-45 for you file.

Yours very truly,

JOHN H. SHARY

RKS-s

By

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THE STATE OF TEXAS) COUNTY OF HIDALGO) RE: E. H. SHARY

THIS AGREEMENT OF LEASE made this 23rd day of August	· As Di
1948 by and between ALLAN SHIVERS	, Lessor, and
J. B. TORNO, Rept Bad 42 of Sinton, Texas	, Lessee,

WITNESSETH: That the said Lessor does by these presents let and lease unto said Lessee the following described real estate, to-wit: Situated and being in San Patricio County, State of Texas , viz:

10-acre tracts 11 and 12 in Section 58, being part of the land known as the Welder Ranch as shown by Map A of the Geo. H. Paul Subdivision of J. J. Welder Ranch, containing 20 acres, more or less.

Said Lessee to pay Lessor as rental therefor the sum of <u>Ten and no/100 (\$10.00) - - - - - DOLLARS</u>, in the following manner:

Cash on signing this lease.

Said land to be used only for the purpose of pasturing and grazing during the season of/from <u>September 1st</u>, 194<u>8</u> to <u>September 1st</u> 194<u>9</u>, of only cattle or live stock belonging to Lessee.

The right to sell or use for development purposes of said above described premises at any time during the continuance of this lease is reserved and Lessor hereby reserves the right to at any time cancel this lease and terminate the same and to return to Lessee pro-rata the uncarned rental, and upon notice of sale in writing to Lessee together with an offer or tender on the part of Lessor to return the pro-rata uncarned rental, Lessor shall be entitled to immediate possession of said premises and shall not be liable for damage of any nature by reason of such re-entry, all such damages being hereby expressly waived by Lessee.

It is also agreed that Lessee may, at his own expense, erect a fence on and around said land, said fence not to be removed at the expiration hereof, and that any such fences shall then automatically become the property of and belong to Lessor; that whether said lands are fenced or not, Lessor or his agent may have access to said premises at any and all times; that, at the expiration of the term hereof, said Lessee agrees to quit and surrender said premises in as good state and condition as when taken, reasonable wear thereof and damage thereto by the elements excepted; that Lessee will not sub-lease or sub-let said above described premises or any part thereof without consent thereto of the owner or Lessor herein, first having been obtained in writing.

It is further understood that Lessor reserves the right to execute oil and/or gas leases on part or all of premises during the term of this lease, and it is expressly agreed that Lessor may at any time execute an oil and/or gas lease (or other mineral lease) on all or any part of the premises herein leased, and Lessor or anyone authorized by him, or Lessor's lessees or assignees of such lessees may at all times, subject to such reasonable requirements as Lessee may make to safeguard Lessee's property and interests under this lease, enter upon premises for the purpose of showing, exploring, testing and/or developing said premises prior to and/or under the terms of any such oil and/or gas or other lease so executed by Lessor; it being expressly understood and agreed that Lessor is not and shall not be held liable or responsible for any damage of any character suffered by Lesses (either to crops, stock or premises or property or otherwise) on account of or in connection with or as a result of any such showing, exploring, testing or developing such premises or omission of any lessee or occurring under or because of any such lease having been executed or developed, it being expressly understood and agreed, however that Lessees do not waive any right or action they might have against Lessor's said lessees, or assignees of said lessees, or any other persons, causing damage or injury to property, livestock or interests under this lease. . It is further agreed that a first and prior lien is hereby given and granted by Lessee to Lessor on all live stock grazed on premises herein described to secure the payment of all-lease rentals herein agreed to be paid to Lessor.

Lessee agrees, states and represents that Lessee has no right, title or interest in or to the premises herein described, except the rights expressly granted herein to him as Lessee.

Lessee agrees to not record this instrument without the written consent of Lessor being first obtained.

Lessee agrees that during the term or at or following the expiration of this lease he will not tear down, move or remove any fences now on premises.

It is agreed and understood that any holding over by the Lessee of the hereby leased premises after the expiration of this lease shall operate and be construed as a tenancy from month to month at a rental of $\frac{5.00}{5.00}$.

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IN TESTIMONY WHEREOF the parties hereto have caused these presents to be signed and delivered in duplicate originals this the <u>70</u> day of <u>Lept</u>, A. D. 194<u>8</u>.

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Witnesses:

GRASS OR PASTURE LAND LEASE

THE STATE OF TEXAS) COUNTY OF HIDALGO)

RE: M. O'Brien

THIS AGREEMENT OF	LEASE	made this	9th day of	September,	· · A. D.
1948 by and between	ALLAN	SHIVERS	eppeacets that	, Lessor,	and
J. B. Torno	·	of	Sinton,	Texas	Lessee.

WITNESSETH: That the said-Lessor does by these presents let and lease unto said Lessee the following described real estate, to-wit: Situated and being in San Patricio County, State of Texas , viz:

10 acre tracts Nos 11 and 12 in Section 58, being part of the land known as the Welder Ranch as shown by Map A of the Geo. H. Paul Subdivision of J. J. Welder Ranch, containing 20 acres, more or less.

Cash which is acknowledged.

Said land to be used only for the purpose of pasturing and grazing during the season of/from <u>September 1st</u>, 1947 to <u>September 1st</u> 1948, of only cattle or live stock belonging to Lessee.

The right to sell or use for development purposes of said above described premises at any time during the continuance of this lease is reserved and Lessor hereby reserves the right to at any time cancel this lease and terminate the same and to return to Lessee pro-rata the uncarned rental, and upon notice of sale in writing to Lessee together with an offer or tender on the part of Lessor to return the pro-rata uncarned rental, Lessor shall be entitled to immediate possession of said premises and shall not be liable for damage of any nature by reason of such re-entry, all such damages being hereby expressly waived by Lessee.

It is also agreed that Lessee may, at his own expense, erect a fence on and around said land, said fence not to be removed at the expiration hereof, and that any such fences shall then automatically become the property of and belong to Lessor; that whether said lands are fenced or not, Lessor or his agent may have access to said premises at any and all times; that, at the expiration of the term hereof, said Lessee agrees to quit and surrender said premises in as good state and condition as when taken, reasonable wear thereof and damage thereto by the elements excepted; that Lessee will not sub-lease or sub-let said above described premises or any part thereof without consent thereto of the owner or Lessor herein, first having been obtained in writing.

It is further understood that Lessor reserves the right to execute oil and/or gas leases on part or all of premises during the term of this lease, and it is expressly agreed that Lessor may at any time execute an oil and/or gas lease (or other mineral lease) on all or any part of the premises herein leased, and Lessor or anyone authorized by him, or Lessor's lessees or assignees of such lessees may at all times, subject to such reasonable requirements as Lessee may make to safeguard Lessee's property and interests under this lease, enter upon premises for the purpose of showing, exploring, testing and/or developing said premises prior to and/or under the terms of any such oil and/or gas or other lease so executed by Lessor; it being expressly understood and agreed that Lessor is not and shall not be held liable or responsible for any damage of any character suffered by Lessees (either to crops, stock or premises or property or otherwise) on account of or in connection with or as a result of any such showing, exploring, testing or developing such prem-ises or omission of any lessee or occurring under or because of any such lease having been executed or developed, it being expressly understood and agreed, however that Lessees do not waive any right or action they might have against Lessor's said lessees, or assignees of said lessees, or any other persons, causing damage or injury to property, livestock or interests under this lease.

(over)

It is further agreed that a first and prior lien is hereby given and granted by Lessee to Lessor on all live stock grazed on premises herein described to secure the payment of all lease rentals herein agreed to be paid to Lessor.

Lessee agrees, states and represents that Lessee has no right, title or interest in or to the premises herein described, except the rights expressly granted herein. to him as Lessee.

Lesseé agrees to not record this instrument without the written consent of Lessor being first obtained.

Lessee agrees that during the term or at or following the expiration of this lease he will not tear down, move or remove any fences now on premises.

It is agreed and understood that any holding over by the Lessee of the hereby leased premises after the expiration of this lease shall operate and be construed as a tenancy from month to month at a rental of $\frac{5.00}{5.00}$.

IN TESTIMONY WHEREOF the parties hereto have caused these presents to be signed and delivered in duplicate originals this the 9th day of September

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ALLAN SHIVERS ALLAN SHIVERS 1 ... date . d son the money of the state of the second by the beautient of the second seco

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GRASS OR PASTURE LAND LEASE

THE STATE OF TEXAS | COUNTY OF HIDALGO

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1 Person

THIS AGREEAE	OF LEASE made	this 5 day of	September	A. D.
1946 by and between	ALLAN SHIVERS	f Mission, Texas,	Lessor, and	
	and the second of the second second second	Sinton, Texas	Lastro, or for the o	, Lessee,
		Dillioni, 102.00		_,,

SITNESSETH: That the said Lessor does by these presents let and lease unto said Lessee the following described real estate, to-wit: Situated and being in San Patricio County, State of Texas , viz:

10 acre tracts Nos 11 and 12 in Section 58, being part of the land known as the Welder Ranch as shown by Map A of the Geo H. Paul Subdivision of J. J. Welder Ranch, containing 20 acres more or less. 90.0 5.3.1.

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Said Lessee to pay Lessor as rental therefor the sum of Ten and No/100 DOLLARS, in the following manner:

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Said land to be used only for the purpose of pasturing and grazing during the season of/from <u>September 1st</u>, 1946 to <u>September 1st</u>, 1947, of only cattle or live stock belonging to Lessee.

The right to sell said above described premises at any time during the continuance of this lease is reserved and Lessor hereby reserves the right to at any time cancel this lease and terminate the same and to return to Lessee prorata the uncarned rental, and upon notice of sale in writing to Lessee together with an offer or tender on the part of Lessor to return the pro-rata unearned rental, Lessor shall be entitled to immediate possession of said premises and shall not be liable for damage of any nature by reason of such re-entry, all such damages being hereby expressly waived by Lessee.

It is also agreed that Lessee may, at his own expense, erect a fence on and around said land, said fence to be removed at his own expense at the expiration hereof, and that any such fences not so removed within thirty (30) days from date of expiration hereof, shall then automatically become the property of an d belon, to Lessor; that whether said lands are fenced or not, Lessor or his agent may have access to said premises at any and all times; that, at the expiration of the term hereof, said Lessee agrees to quit and surrender said premises in as good state and condition as when taken, reasonable wear thereof and damage thereto by the elements excepted; that Lessee will not sub-lease or sub-let said above described premises or any part thereof without consent thereto of the owner or Lessor herein, first having been obtained in writing.

It is further understood that Lessor probably will execute oil and/or gas leases on part or all of premises during the term of this lease, and it is expressly agreed that Lessor may at any time execute an oil and/or has lease (or other mineral lease) on all or any part of the premises herein leased, and Lessor or anyone authorized by him, or Lessor's lessees or assignees of such lessees may at all times, subject to such reasonable requirements as Lessee may make to safeguard Lessee's property and interests under this lease, enter upon premises for the purpose of showing, exploring, testing and/or developing said premises prior to and/or under the terms of any such oil and/or gas or other lease so executed by Lessor; it being expressly understood and agreed that Lessor is not and shall not be held liable or responsible for any damage of any character suffered by Lessees (either to crops, stock or premises or property or otherwise) on account of or in connection with or as a result of any such showing, exploring, testing or developing such premises or omission of any lessee or occurring under or because of any such lease having been executed or developed, it being expressly understood and agreed, however that Lessees do not waive any right or action they might have against Lessor's said lessees, or assignees of said lessees, or any other persons, causing damage or injury to property, livestock or interests under this lease.

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. It is further agreed that if said rental is payable other than in cash upon the execution hereof, all of the hay cut or mowed from said premises, if any, shall remain the property of said Lessor until said rent shall have been paid in full.

It is further agreed that a first and prior lien is hereby given and granted by Lessee to Lessor on all live stock graxed on premises herein described to secure the payment of all lease rentals herein agreed to be paid to Lessor.

Lessee agrees, states and represents that Lessee has not right, title or interest in or to the premises herein described, except the rights expressly granted herein to him as Lessee.

Lessee agrees to not record this instrument without the written consent of Lessor being first obtained.

Lessee agrees that during the term or at or following the expiration of this lease he will not tear down, move or remove any fences now on premises.

It is agreed and understood that any holding over by the Lessee of the hereby leased premises after the expiration of this lease shall operate and be construed as a tenancy from month to month at a rental of \$ 5.00

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IN TESTIMONY WHEREOF the parties hereto have caused these presents to be signed and delivered in duplicate originals this the 17 day of September A. D. 1946 .

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It is further statetion that Lesser probably ill exacts of and/or and state of and/or and state of and/or and state of an and an area of a area of

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Witnesses:

GRASS OR PASTURE LAND LEASE

THE STATE OF TEXAS I COUNTY OF HIDALGO

THIS AGREEMENT OF LEASE made this 7 day of September	A. D.
194 5 by and between JOHN H. SHARY of Mission, Texas, Lessor, and	
J. B. Torno of Sinton, Texas	, Lessee,

WITNESSETH: That the said Lessor does by these presents let and lease unto said Lessee the following described real estate, to-wit: Situated and being in <u>San Patricio</u> County, State of <u>Texas</u>, viz:

10 acre tracts Nos 11 and 12 in Section 58, being part of the land known as the Welder Ranch as shown by Map A of the Geo H. Paul Subdivision of J. J. Welder Ranch, containing 20 acres more or less.

Said Lessee to pay Lessor as rental therefor the sum of Ten and No/100 DOLLARS, in the following manner:

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Cash which is acknowledged.

Said land to be used only for the purpose of pasturing and grazing during the season of/from <u>September 1st</u>, 1945 to <u>September 1st</u>, 1946 of only cattle or live stock belonging to Lessee.

The right to sell said above described premises at any time during the continuance of this lease is reserved and Lessor hereby reserves the right to at any time cancel this lease and terminate the same and to return to Lessee prorata the uncarned rental, and upon notice of sale in writing to Lessee together with an offer or tender on the part of Lessor to return the pro-rata uncarned rental, Lessor shall be entitled to immediate possession of said premises and shall not be liable for damage of any nature by reason of such re-entry, all such damages being hereby expressly waived by Lessee.

It is also agreed that Lessee may, at his own expense, erect a fence on and around said land, said fence to be removed at his own expense at the expiration hereof, and that any such fences not so removed within thirty (30) days from date of expiration hereof, shall then automatically become the property of an d belong to Lessor; that whether said lands are fenced or not, Lessor or his agent may have access to said premises at any and all times; that, at the expiration of the term hereof, said Lessee agrees to quit and surrender said premises in as good state and condition as when taken, reasonable wear thereof and damage thereto by the elements excepted; that Lessee will not sub-lease or sub-let said above described premises or any part thereof without consent thereto of the owner or Lessor herein, first having been obtained in writing.

It is further understood that Lessor probably will execute oil and/or gas leases on part or all of premises during the term of this lease, and it is expressly agreed that Lessor may at any time execute an oil and/or gas lease (or other mineral lease) on all or any part of the premises herein leased, and Lessor or anyone authorized by him, or Lessor's lessees or assignees of such lessees may at all times, subject to such reasonable requirements as Lessee may make to safeguard Lessee's property and interests under this lease, enter upon premises for the purpose of showing, exploring, testing and/or developing said premises prior to and/or under the terms of any such oil and/or gas or other lease so executed by Lessor; it being expressly understood and agreed that Lessor is not and shall not be held liable or responsible for any damage of any character suffered by Lessees (either to crops, stock or premises or property or otherwise) on account of or in connection with or as a result of any such showing, exploring, testing or developing such premises or omission of any lessee or occurring under or because of any such lease having been executed or developed, it being expressly understood and agreed, however that Lessees do not waive any right or action they might have against Lessor's said lessees, or assignees of said lessees, or any other persons, causing damage or injury to property, livestock or interests under this lease.

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It is further agreed that a first and prior lien is hereby given and granted by Lessee to Lessor on all live stock graxed on premises herein described to secure the payment of all lease rentals herein agreed to be paid to Lessor.

Lessee agrees, states and represents that Lessee has not right, title or interest in or to the premises herein described, except the rights expressly granted herein to him as Lessee.

Lessee agrees to not record this instrument without the written consent of Lessor being first obtained.

Lessee agrees that during the term or at or following the expiration of this lease he will not tear down, move or remove any fences now on premises.

It is agreed and understood that any holding over by the Lessee of the hereby leased premises after the expiration of this lease shall operate and be construed as a tenancy from month to month at a rental of \$5

IN TESTIMONY WHEREOF the parties hereto have caused these presents to be signed and delivered in duplicate originals this the 12 day of the particular of th

JOHN H. SHARY, Lessor BY: LESSEE

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Witnesses:

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GRASS OR PASTURE LAND LEASE

THE STATE OF TEXAS & COUNTY OF HIDAR O

 THIS AGREELENT OF LEASE made this lst day of September
 A. D.

 194_44
 by and between JOHN H. SHARY of Mission, Texas, Lessor, and
 A. D.

 J. B. Torno
 of Sinton, Texas
 , Lessee,

WITNESSETH: That the said Lessor does by these presents let and lease unto said Lessee the following described real estate, to-wit: Situated and being in <u>San Patricio</u> County, State of <u>Texas</u>, viz:

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Cash which is acknowledged.

Said land to be used only for the purpose of pasturing and grazing during the season of/from <u>September 1st</u>, 1944 to <u>September 1st</u>, 1945, of only cattle or live stock belonging to Lessee.

The right to sell said above described premises at any time during the continuance of this lease is reserved and Lessor hereby reserves the right to at my time cancel this lease and terminate the same and to return to Lessee prorata the uncarned rental, and upon notice of sale in writing to Lessee together with an offer or tender on the part of Lessor to return the pro-rata uncarned rental, Lessor shall be entitled to immediate possession of said premises and shall not be liable for damage of any nature by reason of such re-entry, all such demages being hereby expressly vaived by Lessee.

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Lessee agrees that during the term or at or following the expiration of this lease he will not tear down, move or remove any fences now on premises.

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IN TESTIMONY WHEREOF the parties hereto have caused these presents to be signed and delivered in duplicate originals this the <u>lst</u> day of <u>September</u> A. D. 1944_.

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Lessor JOHN H. SHARY LESSEE

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Vitnesses:

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J.B. Zorno Sear. RE m O'Brien Senton, Lesas Der. 9, 1946 Gelen Shouers. mission, Lufas Dear Sir: in regard to - two 10 acre tracts of land near St. Paul, Letas Fract no. 11 and Qualt 720 12. Der #58 I would like to being it it is far sale, state your price and answer Doon plans Sincerety Joues T. P. Dale

om. John. 14. Shary. missing Z +

10-3-44 Sintin 7- -

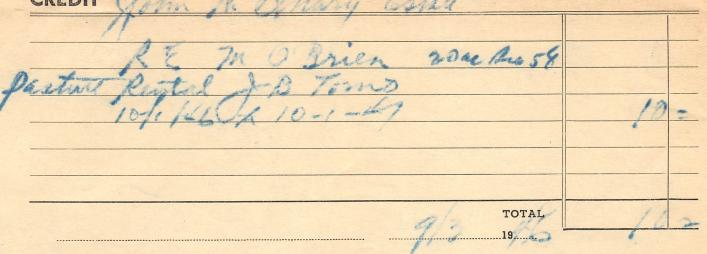
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enabling J.B. Tamo

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CREDIT



A marine in the

Mission, Toxas November 10th, 1939

Re Traces 11 and 12 Sec 58

phano

Mr C.I. Albertson Sinton, Tomas

RE M. OBrien

Dear Sire

ith reference to your letter of October 4th of party offering \$500.00 for the 20 acres, Mr Shary wiches to retain all of the mineral rights and fole that he should have \$650.00 and recorve the minerals in his deed.

the have enother party interested in these tracts and wish you would advise if you could constrate a deal on above basis.

Your letter would have been answered seener but Mr Shary has been every from our office.

Yours very truly,

JOHN H. TRAMY

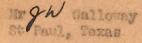
By

REE-0

Mission, Texas October Soth, 1959

HE MIO*Brien

Tracts 11 and 12 Sec 58 20 acres



Dear Mr Galloway.

I have not heard from you regarding the offer you were going to submit us on Fracts 11 and 12 in Section 58.

Since arriving home we have had an offer from a party in Sinton , who offers \$25.00 per acre not to us which seems to low a price.

I hope you can get your party to submit an offer on this and we would like to see you make the sale and make something out of it for yourself. As we wish to answer this other letter we hope to hear from you by return mail, submitting your best offer. No offer will be considered unless Mr Shary reserves all of the oil and mineral rights.

Hope you got the pasture leases fixed up and can send them down

to us.

Yours very truly,

JOHN H. SHARY

By

RESIS



pulsen a "

Mission, Texas October 10, 1939

Mr. C. I. Albertson Sinton, Texas

Dear Sir:

PMM

Mr. Shary is away from the office, and we duly acknowledge your letter of October 4th. Same is being sent on to him and if he is interested you may expect to hear from him direct.

Yours truly,

JOHN H. SHARY

By:

A PER CENT MONEY FOR FARM AND RANCH LOANS OFFICE PHONE 89 SPECIALTY OIL LEASES AND ROYALTIES ALL KINDS OF REAL ESTATE BOUGHT, SOLD AND EXCHANGED RESIDENCE PHONE 373

ALBERTSON REALTY COMPANY

C. I. ALBERTSON, PROPRIETOR

SINTON, TEXAS October4, 1939

Mr. John H. Shary Mission, Texas

Dear Mr. Shary:

I am,

According to my records you own 20 acres of land in San Patricio County, Texas, same being tracts 11 and 12, in Section 58, of the Geo. H. Paul Subdivision of the J. J. Welder Ranch.

I have a party who desires to buy this land, and offers \$500.00 for the 20 acres, net to you; this proposition is subject to you making him good title and all taxes paid.

Thanking you for a prompt reply in this connection,

Yours very truly,

C. I. Albertson



ALOIS CASSIUS VERNOR

Independent Oil Operator 1707 W. KINGS HIGHWAY SAN ANTONIO 1. TEXAS

Sept. 20, 1950

Mr. B. H. Holcomb c/o J. H. Shary Estate Box 433 Mission, Texas

Dear Mr. Holcomb:

I called on the Chicago Corporation last Monday and talked to their land man, Mr. Rune. We discussed the East Mathis area rather thoroughly. He called in a geologist, who sat in with us, and I left them with the understanding that they are to let me know about the possibilities of using my block and your acreage.

For your information, they say that their geological department does not have any information on this area; therefore, I don't expect them to do much, if anything, in this area.

Very truly yours,

A. C. Vernor

e de

ACV/d

ALOIS CASSIUS VERNOR Independent Oil Operator 1707 W. Kings Highway San Antonio 1, Texas

Sept. 20, 1950

Mr. B. H. Holcomb c/c J. H. Shary Estate Box 433 Mission, Texas

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> Very truly yours, (signed) A. C. Vernor A. C. Vernor

ACV/d

ALOIS CASSIUS VERNOR Independent Oil Operator 1707 W. Kings Highway San Antonio 1, Texas

Sept. 20, 1950

Mr. B. H. Holcomb c/o J. H. Shary Estate Box 433 Mission, Texas

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For your information, they say that their geological department does not have any information on this area; therefore, I don't expect them to do much, if anything, in this area.

> Very truly yours, (signed) A. C. Vernor A. C. Vernor

ACV/d

OFFICE MEMORANDUM

TO - B. H. HOLCOMB

E 2 OF SW 2 OF SECTION 9, GEO. H. PAUL SUBD. OF J. J. WELDER RANCH, SAN PATRICIO SUBJECT COUNTY, TEXAS (FORMER J. J. VANECEK LAND)

DATE

SEPTEMBER 21, 1950

Mission Times Print - 3-49					
NO.	DATE	TO	FROM	ACTION OR COMMENT	
1		HOLCOMB		For the record I give you this memo, though I have told you verbally about results.	
	As pe	r your req rals under	above prem	k copy of our Vanecek deed from Mr. Shary reserving 63/64ths of ises for 10 years ending December 2, 1950 and contacted Henshaw	

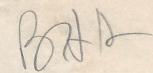
Brothers, A. C. Vernor and other San Antonio parties at San Antonio, August 30. Henshaw after thinking he was not interested, told me to contact his geologist Mr. Jolly and to go over the entire matter with him and get his data, though he felt sure Mr. Jolly would not recommend it. I was unable to contact Mr. Jolly that day and then tried to get Mr. Vernor who was in Sinton, out in the field and I could not contact him until that night by telephone. He said he was still interested, but had been unable to get anyone interested in drilling on this particular 80 acres, especially because Mr. Cabla owned 80 acres on each side of our 80 Ge. on which he had not given Vernor or anyone else a lease, and frankly Cabla was waiting for our mineral reservation to expire. He said the 80 acre lease from Cabla to Vernor which he had recently recorded was the original 80 and not the second 80 acre lease you and I hoped it was. (Vernor said he had gotten some people interested in drilling or possibly drilling on some of his acreage about a mile north of our 80 acres, but it was not closed). He said he was still working on it and for me to see him when I returned to San Antonio nearly two weeks later. I left San Antonio the next morning on my vacation.

On September 13 I tried to contact Vernor, but Mrs. Vernor said he was in Austin and would return that hight and she would have him call me, but he did not and I called him next morning. I had arranged a meeting with Mr. Jolly and Mr. Henshaw for Vernor to be present if I should call him. However, the next day, though Mr. Vernor agreed to come to the meeting and hoped for some results, Mr. Paul Henshaw and Mr. Jolly showed me all their geologidal data and finally said they would not be interested in drilling even if Mr. Vernor gave them his acreage (and that Vernor's price of \$12.50 per acre and 1/16 or 1/32 override was too high).

I contacted some other San Antonio operators I knew were financially able, and 6 or 7 similar friends of mine (oil men) at Fort Worth, Dallas, and Oklahoma City, but none had interests in that particular area, though some nearby . Of course, we may not be losing anything, and never would drill this 80 acres if geology

is bad. Vernor promised to see you here. He is our best chance. LHB:MLM

BROWN



Minerals on property 5 miles west of St. Paul Townsite, San Patricio County, Texas

September 9. 1950

1 9-9-50 Gov.Shivers BHH Following is the legal description of the three pieces of property which we own; about 5 miles West of St. Paul Townsite: 1. The East half of SW1 and the West half of SE1 of Section

- 64, being a part of the land known as the Welder Ranch. containing 160 acres, as shown by map on file in County Clerk's office, and known as Map "A" of the Geo. H. Paul Subdivision of the J. J. Welder Ranch.
- 2. East 100 acres of NE 1 of Sec. 11, Map "A", Geo. H. Paul Subdivision of J. J. Welder Ranch, San Patricio County, Texas.

3. All of the East half of SW 1 of Sec. 9, being part of the land known as Welder Ranch, containing 80 acres, as shown by map on file in County Clerk's Office of said County, and known as Map "A" of the Geo H. Paul Subdivision of the J. J. Welder Ranch, San Patricio County, Texas.

Our surface interest in number three above was sold on December 2, 1940 in which we reserved 63/64th of all oil, gas and other minerals for a period of ten years from date of deed, which was December 2, 1940, excepting unless if drilling is being conducted or production is being obtained. Therefore, it is necessary that drilling operations commence before December 2, 1950 for us to hold our interest. Denne Brien (15.50 Denne Briene Borger to to It is noted that in the S.W. 1 of Sec 8, being a part of the land known as the Welder Ranch, etc, minerals of which are owned by W. R. Bennet, that there is shown a shut-in gas well which was drilled some years ago.

We have talked to Mr. A. C. Vernor, 1711 W. Kings Highway, San Antonio, Texas, who says he has approximately 2,500 acres of leases in that area. He has indicated a willingness to make a deal with someone to develop these leases.

If we can furnish any further information, please advised of the set of the s BHH : pas

Minerals on property 5 miles west of St. Paul Townsite, San Patricio County, Texas September 9, 1950

1 9-9-50 Gov.Shivers BHH

Following is the legal description of the three pieces of property which we own; about 5 miles West of St. Paul Townsite: 1. The East half of SW; and the West half of SE; of Section 64, being a part of the land known as the Welder Ranch, containing 160 acres, as shown by map on file in County Clerk's office, and known as Map "A" of the Geo. H. Paul Subdivision of the J. J. Welder Ranch.

 East 100 acres of NE 1 of Sec. 11, Map "A", Geo. H. Paul Subdivision of J. J. Welder Ranch, San Patricio County, Texas.

3. All of the East half of SW 1 of Sec. 9, being part of the land known as Welder Ranch, containing 80 acres, as shown by map on file in County Clerk's Office of said County, and known as Map "A" of the Geo H. Paul Subdivisionof the J. J. Welder Ranch, San Patricio County, Texas.

Our surface interest in number three above was sold on December 2, 1940 in which we reserved 63/64th of all oil, gas and other minerals for a period of ten years from date of deed, which was December 2, 1940, excepting unless if drilling is being conducted or production is being obtained. Therefore, it is necessary that drilling operations commence before December 2, 1950 for us to hold our interest. It is noted that in the S.W. 1 of Sec 8, being a part of the land known as the Welder Ranch, etc, minerals of which are owned by W. R. Bennet, that there is shown a shut-in gas well which was drilled some years ago.

We have talked to Mr. A. C. Vernor, 1711 W. Kings Highway, San Antonio, Texas, who says he has approximately 2,500 acres of leases in that area. He has indicated a willingness to make a deal with someone to develop these leases.

If we can furnish any further information, please advise. BHH:pas

BHH

Minerals on property 5 miles west of St. Paul Townsite, San Patricio County, Texas

September 9, 1950

1 9-9-50 Gov.Shivers BHH

Following is the legal description of the three pieces of property which we own; about 5 miles West of St. Paul Townsite:

- 1. The East half of SW1 and the West half of SE1 of Section 64, being a part of the land known as the Welder Ranch, containing 160 acres, as shown by map on file in County Clerk's office, and known as Map "A" of the Geo. H. Paul Subdivision of the J. J. Welder Ranch.
- East 100 acres of NE 1 of Sec. 11, Map "A", Geo. H. Paul Subdivision of J. J. Welder Ranch, San Patricio County, Texas.

3. All of the East half of SW 2 of Sec. 9, being part of the land known as Welder Ranch, containing 80 acres, as shown by map on file in County Clerk's Office of said County, and known as Map "A" of the Geo H. Paul Subdivisionof the J. J. Welder Ranch, San Patricio County, Texas.

Our surface interest in number three above was sold on December 2, 1940 in which we reserved 63/64th of all oil, gas and other minerals for a period of ten years from date of deed, which was December 2, 1940, excepting unless if drilling is being conducted or production is being obtained. Therefore, it is necessary that drilling operations commence before December 2, 1950 for us to hold our interest. It is noted that in the S.W. 2 of Sec 8, being a part of the land known as the Welder Ranch, etc, minerals of which are owned by W. R. Bennet, that there is shown a shut-in gas well which was drilled some years ago.

We have talked to Mr. A. C. Vernor, 1711 W. Kings Highway, San Antonio, Texas, who says he has approximately 2,500 acres of leases in that area. He has indicated a willingness to make a deal with someone to develop these leases.

If we can furnish any further information, please advise. BHH:pas

BHH

GOVERNOR SHIVERS

MINERAL RESERVATION EXPIRING DECEMBER 2, 1950 ON EAST 1/2 OF SOUTHWEST 1/4 OF SECTION 9 OF THE WELDER RANCH, SAN PATRICIO COUNTY, TEXAS, JULY 18, 1950. CONTAINING 80 ACRES.

In regard to the above you recall that we reserved 63/64ths of all oil, gas and other minerals for a period of 10 years from date of deed which was December 2, 1940, excepting unless if drilling is being conducted or production is being obtained, etc.

I looked over this tract on July 15 and got a little additional information in regard to the possibilities of working out some kind of a deal where we could get drilling operations started before December 2, 1950. You will note from the map that we own 100 acres about half a mile to the east in Section 11 and we own all the minerals on 160 acres in Section 64 about half a mile to the northeast. The 80 acres to the north of this tract is owned by George Vanecek, who also bought the surface of our 80. Vanecek has leased to Mr. A. C. Vernor, who is an oil man in San Antonio. He has leased quite a lot of acreage around this 80 that we own and has a lease on a piece about half a mile to the east which had a shut-in gas well drilled on the W. R. Bennett place a number of years ago.

I happened to run across Mr. Vernor drilling a well up in Tynan area about two miles northeast of our farm up there and had a talk with him in regard to this 80 acres down here which I told him we were desirous of having a well started before December. He gave indication that he is equally anxious to have a well drilled in that area due to his lease holdings and indicated that he would be very anxious in making some kind of a deal.

I also talked with Mr. E. H. Lewis, real estate operator and lease hound in Sinton, who told me that Vernor usually works on a basis of getting a bunch of leases together and then farming them out to someone to do the drilling. It looks to me like if we had to we could afford to give a lease on this place in order to get the drilling operations started. Since Henshaw Brothers, drilling operators, have been interested in this area to the east, we are getting in touch with them and giving information in regard to this 80 acres and also the fact of Vernor's holdings there and see if we can get together on some kind of a deal. Mr. Brown is going to take it up from here and start to work on it and see what he can work out.

Mr. Vernor's address is:

Mr.A. C. Vernor 1711 West Kingshighway San Antonio 1, Texas

BHH:gs

BHH

FN Qil sate mither 100 acres Sec. 11 -sil : & H. Sherry Holland Oil S Maula File Shary Maddy 5

4 October 1946

Mr. John L. Tompkins & Company Corpus Christi, Texas

Gentlemen:

Your letter of October 1st addressed to the John H. Shary Estate has been handed to us since we are handling the sales of all properties in Nueces and San Patricio County, Texas, which lands belong to Mr. Allan Shivers and not to the estate.

We do not care to list any of the properties nor do we care to quote prices, however we would like to consider any offers that are submitted for the surface rights only, but not otherwise. The tax rolls in each county reflect the properties except of course the ones that have been sold.

If any of your clients are interested n making offers, they will be given consideration.

Thanking you for your inquiry, we are

Yours very truly

SOUTHTEX LAND SALES, INC.

R. K. STRAW

RKS:gjs

FLOUR BLUFF ESTATES FLOUR BLUFF PARK

FLOUR BLUFF ESTATES NO. 2 FLOUR BLUFF CENTER

JOHN L. TOMPKINS & COMPANY

REAL ESTATE AND OIL PROPERTIES 214-215 JONES BUILDING PHONE 8712

PHONE 6712

CORPUS CHRISTI, TEXAS

October 1, 1946

John H. Shary, Estate Mission, Texas

Gentlemen:

If you would be interested in selling any of your property here in Nueces County, we would like to have your best price and terms.

Yours very truly,

John L. Tompkins & ompany

JLT:db

Rever Ester

March 8th, 1946

Mr. O. K. Crow, 801 802 Nixon Building, Corpus Christi, Texas.

> Re: Lot 14, Section 76, 8.15 acres. Fractional Lot 10, Section 64, 13.09 acres.

Dear Sir:

Answering your letter of March 5th I am not yet ready to consider an offer of \$30.00 an acre on these two tracts. We turned down an offer of \$100.00 an acre last summer on this very same land and, of course, this offer being so much lower I want to do some more work on it and see if we cannot get at least as much as we were offered last year.

Yours truly,

JOHN H. SHARY ESTATE

By

RKS:jt

O, K. CROW, OWNER

25 YEARS IN BUSINESS

O. K. GROW REALTY

801 802 NIXON BUILDING

CORPUS CHRISTI, TEXAS March 5, 1946

OIL, GAS LEASES DRILLING BLOCKS

FARMS RANCHES

> John H. Shary Estate Mission, Texas

Attn: Mr. R. K. Straw

Dear Mr. Straw:

Mr. Russell Brown has checked Lot 14, Section 76, Coleman-Fulton Pasture Lands, South of Taft, San Patricio County, containing 8.15 acres. Also Fractional Lot 10 in Section 64 of George H. Paul Sub of the C.F.P.C. Lands South of Taft, containing 13.09/100 acres, and he told me that he would pay \$30.00 per acre for these two tracts.

As I am sure you know, these are just little scrap tracts that run down on the breaks along the bay, and there are no good roads down to them. Besides there is not any way of getting water on these tracts for drinking purposes except from tanks or cisterns as the water is all salty in this area.

I am just bringing you out the true facts regarding this area and whereby you will retain all of the minerals I would let the other man do the paying of the taxes, as you know all of the lands along these bay shores are very bad to wash and crumble off.

I am sure that he would be agreeable to one abstract on both tracts by selling both of these tracts to the same party.

What about the offer on the 160 acres in Section 64 of the Geo. H. Paul Sub of the J. J. Welder Ranch? This man asked me again yesterday if I had heard from you in regards to his offer of \$30.00 per acre allowing you to retain all minerals. Will appreciate your giving me an answer as soon as possible on the above tracts.

Mr. Earl Vickers has not been back to see me since I wrote you about the South $\frac{1}{2}$ of the Southwest Quarter of Section 24 of the C.F.P.C. Lands South of Sinton, as he has been sick and under the weather, but I will see him in the next day or two and get a written proposition from him.

I am pushing the sales on all of your properties and will appreciate your giving me some exclusive time, if possible, on these tracts, as I have shown seven or eight people besides the ones who have gone and look and have given them information on same, and I believe that we will be able to move all of these tracts in a very short time. Page 2 - John H. Shary Estate - 3-5-46

My man is still figuring on the old deal that I outlined you before and since leaving out the land in Section 108 near Driscoll and the land at Tynan, which joins the townsite of Tynan, I will have to take him back and show him all of these other tracts again. You had the 80 acres in Section 9 marked sold, which I did not consider it further.

Please let me hear from you as soon as possible regarding the tracts that these men have made offers on, so that we can get them to put up the money, and I will send the checks to you so you can prepare contracts if you decide to make these sales.

With best regards I am,

Yours very truly,

O. K. CROW REALTY

C. K. Crow

OKC:msz