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1944

O'Brien, M. (Torno - 5 acres tract No. 25, Section 58; Ware - Tract No. 25 in Section 58, 5 acres), 1944-1951

EH. Shary

J B. Torno

Allan Shivers

Blaine H. Holcomb

Southtex Land Sales, Inc.

See next page for additional authors

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Creator E H. Shary; J B. Torno; Allan Shivers; Blaine H. Holcomb; Southtex Land Sales, Inc.; and M O'Brien	

10-15-51 pall meter Slew Durface paed melas Joino 6/6/51. file 46/3, E. W. Shary.

CREDIT JOHN H SHARY ESTATE		
J.B. TORNO 5-acre Tract No. 25, Section No. 58, San Patricio		
Pasture Lease from April 20, 1951 to April 20, 1952	2	50
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Times Pubco — 7-50 — 9402

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THE STATE OF TEXAS COUNTY OF HIDALGO

THIS AGREEMENT OF LEASE made this 23 day of March A. D.

19 51 by and between ALLAN SHIVERS , Lessor, and

J.B. TORNO of 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 San Patricio County, State of Texas , viz:

Five acre Tract No. 25 in Section 58, Being part of the land known as the Welder Ranch, containing 5 acres as shown by map on file in Coutny Clerk's office of said County, and known as Map A of the Geo. H. Paul Subdivision of the J. J. Welder Ranch.

Said Lessee to pay Lessor as rental therefor the sum of 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 April 20 , 19 51 to April 20 , 19 52 , 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 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 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.

TEASI CHAI SEUTEAS SO BRASE

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 \$\frac{2.50}{}\$.

DOLLARS, in the following manners	(CC.SC) Cook is many
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for the purpose of pasturing and graz-	the bees ed of band blad
IN TESTIMONY WHEREOF the parties her	eto have caused these presents to be
signed and delivered in duplicate original	s this the 30 day of March,
A. D. 19 51.	
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executed or developed, it being expressly	or because of any such lesse having been

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

Dear Mr. Torno:

We acknowledge with thanks receipt of signed Pasture Lease in duplicate; also your check in the amount of \$2.50, being for rental for the period from April 20, 1951 to April 20, 1952.

We have signed copy of this lease and enclose herewith for your files.

Thank you.

Yours very truly,

SOUTHTEX LAND SALES, INC.

BHH/df encl

B. H. Holcomb

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

Dear Mr. Tornos

Your Pasture Lease expires April 20, 1951 on the 5-acre Tract No. 25 in Section 58, Geo. H. Paul Subdivision, you have been leasing from us. Therefore, we are enclosing a new lease from April 20, 1951 to April 20, 1952.

Please execute both the original and copy where we have indicated and return to us, together with your check for \$2.50. On receipt of same, we will sign and send you a copy.

Very truly yours, SOUTHIEK LAND SALES, INC.

B. H. Holcomb

BHH/df encls Mr. J.B. Torno Route #1, Box 148 Sinton, Texas

Dear Mr. Torno:

Your Pasture Lease expires April 20, 1951 on the 5-acre Tract No. 25 in Section 58, Geo. H. Paul Subdivision, you have been leasing from us. Therefore, we are enclosing a new lease from April 20, 1951 to April 20, 1952.

Please execute both the original and copy where we have indicated and return to us, together with your check for \$2.50. On receipt of same, we will sign and send you a copy.

Very truly yours, SOUTHTEX LAND SALES, INC.

B. H. Holcomb

BHH/df encls

J. B. Torno		
Pasture Lease on RE: M. O'Brien		
From April 20, 1950 to April 20, 1951	2.	50
TOTAL	2.	50
April 7 19 50		

Mission Times Print - 6-49

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:

We acknowledge with thanks the receipt of signed Pasture Lease in duplicate, also your check in the amount of \$2.50, being for rental for the period from April 20, 1950 to April 20, 1951.

We have signed copy of this lease and enclose herewith for your files.

Thank you.

Yours very truly, SOUTHTEX LAND SALES, INC.

B. H. HOLCOMB

/gs encl

THE STATE OF TEXAS COUNTY OF HIDALGO

19_	50 b	y a	nd bet			ENT OF		IVERS		-				Lessor	, and
	J.	B. 1	PORNO					of	Rou	te #1	, Box	148	Sintor	ı, Tex.	Lessee,
				WITNE	SSETH:	That	the	said	Less	or do	nes by	the	se pres	ents le	t and
leas	se u	nto	said	Lesse	e the	followi	ng o	descri	bed	real	estat	e, t	o-wit:	Situat	ed and
beir	ng i	n	San	Patr	icio	Cour	ity,	State	of		Texas	3	,	viz:	

Five aere Tract No. 25 in Section 58, being part of the land known as the Welder Ranch, containing 5 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.

Said Lessee to pay Lessor as rental therefor the sum of _ - - - Two and 50/100 (\$2.50) - - - - - - 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 April 20, 1950 to April 20, 1951, 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 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 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 2.50

. DOLLARS, in the following manne

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

ble for damage of any nature by reason

Witnesses:

by expressly waived by lessee.

premises for the purpose of showing apploring, testing and/or developing said

March 28, 1950

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

Dear Mr. Torno:

Your Pasture Lease expires April 20, 1950 on the 5-acre tract No. 25 in Section 58, Geo. H. Paul Subdivision you have been leasing from us. Therefore we are enclosing you a new lease from April 20, 1950 to April 20, 1951.

Please execute both the original and copy where we have indicated with a cross and return to us together with your check for \$2.50. On receipt of same we will sign and send you a copy.

Yours very truly,
SOUTHTEX LAND SALES, INC.

B. H. HOLCOMB

/gs encls

Re-M. O'Brien

THE STATE OF TEXAS)
COUNTY OF HIDALGO)

· · · · · · · · · · · · · · · · · · ·				
THIS AGREEMENT O	F LEASE made this	13 day of	April	A. D.
1949 by and between	ALLAN SHIVERS		, Lessor, an	nd
J. B. Torno	of	Route #1, Box 1	48, Sinton, Texas	, Lessee,
said Lessee the follow	t the said Lessor ving described rea County, State of _	l estate, to-wit	esents let and lease : Situated and bein , viz:	unto g in

Five acre Tract No. 25 in Section 58, being part of the land known as the Welder Ranch, containing 5 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.

Said Lessee to pay Lessor as rental therefor the sum of Two and 50/100

---- (\$2.50) ----- DOLLARS, in the following manner:

Cash, which is acknowledged.

Said land to be used only for the purpose of pasturing and grazing during the season of/from April 20, 1949 to April 20

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 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 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 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 a tenancy from month to month at a rental	this lease shall operate and be c	onstrued as
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IN TESTIMONY WHEREOF the parties her and delivered in duplicate originals this	reto have caused these presents to the day of Apr	o be signed
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lessees, or assigness of said lessees, or any other persons, causing damage or injury to property, livestock or interests under this lesses

April 19, 1949 Mr. J. B. Torno Route #1, Box 148 Sinton, Texas Ro-m. O Brien Dear Mr. Torno: We acknowledge receipt of signed pasture leases covering a 5-acre tract numbered 25 in Section 58, Geo. H. Paul Subdivision from April 20, 1949 to April 20, 1950. We have signed copy of this lease and enclose herewith for your files. Yours very truly, SOUTHTEX LAND SALES, INC. R. K. STRAW RKS:gjs encl

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J. S. Joens.		
Re. M. O' Breed		
4-20-49 to 4-20-50	2	50
4-20-49 to 4-20-50		
TOTAL	9	_
Mission Wines Dries 2 40	2	ب تر

Mission Times Print - 2-48

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

Re: M. O'Brien

Dear Mr. Torno:

We are in receipt of your letter of the 11th enclosing your check in the amount of \$2.50 for Pasture Lease on Tract 25 in Section 58 from April 20, 1949 to April 20, 1950. We have made this new lease up and enclose original and copy for your signature. Please return both copies and we will sign and send you a copy.

With reference to the Pasture Lease we sent you on Tracts 11 and 12, Section 58, we sent this lease to you in error as it is not due until September 1, 1949.

Yours very truly,

SOUTHTEX LAND SALES, INC.

R. K. STRAW

RKS:gjs encls

4-11-1949 South Te Jany Sules, Inc. Dear Sir. Enclose find chock- for 25'5 Time acres. Tract 25- Sex. 58ofon said that track 11-12 in ser 48 mere due. if you will look on your books you will find it was haid, last Sep. 1 - 1948, up to Sep. 1- 1949, I have The contrast here and The cansled check. honest mistake, J.B. Torma. alsa. I Think you just made a B-1-Dex 148

Fract 25 Lee 58

Sacres

m O Brien

October 30th., 1944

Interruta 87

Mrs. N. B. Ware Sinton, Texas

RE: M. O'Brien

Dear Mrs. Ware:

We acknowledge your check for \$2.50 in payment of pasture rent on Tract 25 in Section 58, Geo. H. Paul Subdivision; lease runs from November 1, 1944 to November 1, 1945, and we herewith enclose your copy of the lease.

Yours very truly

JOHN H. SHARY

BY:

RKS/vdm

Encl

301/s Joup R

THE STATE OF TEXAS I COUNTY OF HIDALGO I

THIS AGREEMENT OF LEASE made this 9th day of October A. D.

194_4 by and between JOHN H. SHARY of Mission, Texas, Lessor, and

N. B. Ware of Sinton, Texas , Lessee,

WITHESSETH: 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:

Tract No. 25 in Section 58, containing 5 acres, more or less, George H. Paul Subdivision of Welder Ranch.

Said Lessee to pay Lessor as rental therefor the sum of ______ Two and _______ 50/100 (\$2.50) - - - - - - _____ 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 November 1st , 194 4 to November 1st , 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 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 Lessoe 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.

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 \$

In sum and refered & Andrew on reason was not suched black

was grantfol and of such that - - - - - -IN TESTIMONY WHEREOF the parties hereto have caused these presents to be signed and delivered in duplicate originals this the _____ day of _____ A. D. 194 ... seerised presided as any time during the and Leasor hereby reserved the at hit to a Witnesses:

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October 9, 1944

Mr. N. B. Ware Sinton, Texas

> Re: M. O'Brien Tract 25, Section 58

Dear Mr. Ware:

Yur Pasture Lease expires on November 1, 1944, and we herewith enclose you an original and duplicate for your signature and return to us together with \$2.50 on or befor November 1, 1944.

BY:

Yours very truly JOHN H. SHARY

RKS/vdm

Encls

B"3

Mr. N. B. Ware Sinton, Texas

> RE: M. O'Brien Tract 25, Section 58

Dear Sir:

We received your check for \$2.50 together with signed Pasture Lease from November 1, 1943 to November 1, 1944, and we herewith enclose your signed copy.

Yours very truly JOHN H. SHARY

BY:

RKS/vdm

Enc

THE STATE OF TEXAS (COUNTY OF HIDAE O

THIS AGREELENT OF LEA	SE made	this 2nd da	ay of	Febru	ary	A. D.
194 4 by and between JOHN H.	SHARY	of Mission, Te	exas,	Lessor,	and	
N. B. Ware	_ of _	Sinton, Texa	as		, , , , , , , , , , , , , , , , , , , ,	Lessee,
WITH PERFOU. What the	coid T	occon door by	+bogo	procent	s lot o	nd longo

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:

Tract No. 25 in Section 58 containing 5 acres, more or less, George H. Paul Subdivision of Welder Ranch

Cash on signing this lease

Said land to be used only for the purpose of pasturing and grazing during the season of/from November 1st , 1943 to November 1st , 1944, 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 Lessoe prorata the uncarned rental, and upon notice of sale in writing to Lessoe 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 Lessoe.

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 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 alltimes; 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 safe-guard 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.

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

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 .

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IN TESTHONY WHEREOF the parties hereto have caused these presents to be signed and delivered in duplicate originals this the n2d day of February A. D. 194 4.

> Wase LESSEE

Witnesses:

- - DOLLARS, in the following manner:

THIS AND NAME OF LAST made this gad day of Webrush by and between John H. SMAIN of Mission, Texas, language and

THE STATE OF TEXAS COUNTY OF HIDAIGO

THIS AGREEMENT OF LEASE made this find day of the following described real estate, to-wit: Situated and being in county, State of the following described real estate, to-wit: Situated and being in which former as may A of the following described real estate, to with the following described real estate, to wit: Situated and being in which former as may A of the following in former laws to be followed the following described the following described real estate, to wit: Situated and being in which is authority to describe the following in the following manner:

Said Lessee to pay Lessor as rental therefor the sum of \$2.50 (Juvo and DOLLARS, in the following manner:

Cosh 250 - receipt of which is authority days.

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.

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and delivered in duplicate originals this the life or day of A. D. 1948. Lessor cerimong bles to sofenceso Witnesses: as a result of any such chewing, exploring, testing or developing such prem issa or omission of any lesses or occurring under or bucques of any such lesse having seem executed or developed, it boing expressly understood and agreed, however that seem of one waive say right or action they wight have against lessor's said

lessess, or assignees of said lessees, or any other persons, causing demage or injury

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