

1944

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

E H. Shary

J B. Torno

Allan Shivers

Blaine H. Holcomb

Southtex Land Sales, Inc.

See next page for additional authors

Follow this and additional works at: <https://scholarworks.utrgv.edu/johnshary>



Part of the [History Commons](#)

Recommended Citation

John H. Shary Collection, UTRGV Digital Library, The University of Texas – Rio Grande Valley

This Book is brought to you for free and open access by the Special Collections and Archives at ScholarWorks @ UTRGV. It has been accepted for inclusion in John H. Shary Collection by an authorized administrator of ScholarWorks @ UTRGV. For more information, please contact justin.white@utrgv.edu, william.flores01@utrgv.edu.

Creator

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

10-15-51

Surface sold Milton Glen
Joins 6/6/51 -

all correspondence in
file 46 $\frac{1}{2}$, 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

3/30 TOTAL
19 51

2 50

M. O'Brien

TYPE OF PROPERTY

M. O'Brien
J.B. Jarno

TITLE (1) JHShary Est. DATE 11-6-45 COST BASIS \$125.00 IMPROVEMENTS _____

(2) _____

(3) _____

(4) _____

(5) _____

Interest 6/6/51 Jarno

INCOME

EXPENSE

YEAR	FRUIT		OTHER		TOTAL	YEAR	TAXES	CARE TREES	OTHER		Net Profit TOTAL
	POUNDS	AMOUNT	DESCRIPTION	AMOUNT					DESCRIPTION	AMOUNT	
1945			Pasture Lease	250		1945	1.04				
1946			"			1946	.95				
1947			"			1947	1.86		Recording fee	1.00	
1948			"			1948	.87				
1949			Pasture L	250		1949	.97				
1950			"	250							

LOT OR BLOCK NO.

DESCRIPTION

San Patricio County - 5 ac. Tract N. 25 in Sec. 58, Map "A"

GRASS OR PASTURE LAND LEASE

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 _____
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 graz-
ing 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 re-
turn the pro-rata unearned rental, Lessor shall be entitled to immediate posses-
sion 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 here-
in, 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.

(over)

LEASE OF PASTURE LAND

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.

Said lessee to pay Lessor as rental therefor the sum of _____ DOLLARS, in the following manner:

Said land to be used only for the purpose of pasturing and grazing.

IN TESTIMONY WHEREOF the parties hereto have caused these presents to be signed and delivered in duplicate originals this the 30 day of March, A. D. 19 51.

ALLAN SHIVERS, Lessor

By J. B. Torme

J. B. Torme
LESSEE

Witnesses:

It is further understood that Lessor reserves the right to execute all and/or any leases on part or all of premises during the term of this lease, and if 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 assigns or assigns of such assigns may at all times, subject to such reasonable requirements as Lessor may hereinafter prescribe, enter upon the premises for the purpose of showing, exploring, testing and/or developing said premises prior to and/or within the term of any such oil and/or gas or other lease as 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 Lessee (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 cessation of any lease or occurrence under or because of any such lease having been executed or developed, it being expressly understood and agreed, however, that Lessee do not waive any right or action they might have against Lessor's said assigns, or assigns of said assigns, or any other persons, causing damage or injury to property, livestock or interests under this lease.

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

March 23, 1951

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

March 23, 1951

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

CREDIT

JOHN H. SHARY ESTATE

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

April 7, 1950

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

GRASS OR PASTURE LAND LEASE

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

THIS AGREEMENT OF LEASE made this 28 day of March A. D. 19 50 by and between ALLAN SHIVERS, Lessor, and J. B. TORNO of Route #1, Box 148, Sinton, Tex. 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 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, 19 50 to April 20, 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 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.

(over)

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 .

This lease to pay Lessor as rental therefor the sum of _____ DOLLARS, in the following manner:

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 .

ALLAN SHIVERS, Lessor

By [Signature], Agent

X [Signature]
LESSEE

Witnesses:

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

GRASS OR PASTURE LAND LEASE

Re - M. O'Brien

THE STATE OF TEXAS)
COUNTY OF HIDALGO)

THIS AGREEMENT OF LEASE made this 13 day of April A. D. 1949 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 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.

LEASE OF LAND

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 \$ _____.

Said Lessee to pay Lessor as rental therefor the sum of _____ DOLLARS, in the following manner: _____

IN TESTIMONY WHEREOF the parties hereto have caused these presents to be signed and delivered in duplicate originals this the 19 day of April, A. D. 1949.

ALLAN SHIVERS, Lessor

By [Signature], Agent

x J. B. Torno
Lessee

Witnesses:

It is further understood that Lessor reserves the right to exercise all and/or any lease on part or all of premises during the term of this lease and to re-lease the premises to any other person or entity (other than the Lessee) on all or any part of the premises herein leased, and Lessor or anyone authorized by him, or Lessor's lessee or assignee of such lessee may at all times, subject to such reasonable requirements as Lessor may wish to safeguard Lessor'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 during the term of this lease and shall not be held liable or responsible for any damage or injury (either to the Lessee or to any other person or entity) on account of or in connection with or as a result of any such showing, exploring, testing or developing such premises or operation of any lease or occurrence under or because of any such lease having been executed or developed, if being expressly understood and agreed, however, that Lessee do not waive any right or action they might have against Lessor's said lessee, or assignee of said lessee, or any other person, causing damage or injury to property, livestock or interests under this lease.

April 19, 1949

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

Re - 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

CREDIT

John H. Sherry Estate

J. E. Jones

Re. W. O''Brien

Pasture Lease given

4-20-49 to 4-20-50

2 50

TOTAL

2 50

js

4-18 19 49

April 13, 1949

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 Lee Land Sales, Inc.

Dear Sir. Enclose find check for $2\frac{50}{100}$

Five acres. Tract 25- Sec. 58-

you said that tract 11-12 in sec 58 were
due. if you will look on your books
you will find it was paid, last
Sep. 1-1948, up to Sep. 1-1949, I have
the contract here. and the canceled check.
also. I think you just made a
honest mistake.

J. B. Torno.

Sinton Tex
8-1-0ct 148

~~Tract 25 Sec 58~~

Tract 25 Sec 58

5 acres

M O'Brien

250

October 30th., 1944

Int Property
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 here-
with enclose your copy of the lease.

Yours very truly

JOHN H. SHARY

BY:

RKS/vdm

Encl

2.50
Dep 10-31-44
R

GRASS OR PASTURE LAND LEASE

THE STATE OF TEXAS }
 COUNTY OF HIDALGO }

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,

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.

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, 194 5, 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 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 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 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 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 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 TESTIMONY WHEREOF the parties hereto have caused these presents to be signed and delivered in duplicate originals this the _____ day of _____, A. D. 194_____.

JOHN H. SHAW, Lessor

BY: _____

N B Ware

LESSEE

Witnesses: _____

October 9, 1944

Mr. N. B. Ware
Sinton, Texas

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

Dear Mr. Ware:

Your 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 before November 1, 1944.

Yours very truly

JOHN H. SHARY

BY:

RKS/vdm

Encls

February 11, 1944

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/vcm

Enc

2.50
pay 2-12-44
A

GRASS OR PASTURE LAND LEASE

THE STATE OF TEXAS }
 COUNTY OF HIDALGO }

THIS AGREEMENT OF LEASE made this 2nd day of February A. D. 1944 by and between JOHN H. SHARY of Mission, Texas, Lessor, and N. B. Ware 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:

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, 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 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 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 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 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 \$_____.

IN TESTIMONY WHEREOF the parties hereto have caused these presents to be signed and delivered in duplicate originals this the n2d day of February A. D. 1944.

JOHN W. SHEPHERD, Lessor

[Handwritten Signature]
Mrs N B Ware

LESSEE

Witnesses:

GRASS OR PASTURE LAND LEASE

Outlet Lease (4)
REM O'Brien
File # 87

THE STATE OF TEXAS)
COUNTY OF HIDALGO)

THIS AGREEMENT OF LEASE made this 14th day of April A. D. 1948 by and between Adlon Shupers, Lessor, and J. B. Jerns, of San Patricio County, State of 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 Acres Tract # 25 in Section 58, part of land known as Weller Ranch, as shown by map in County Clerk of San Patricio Co. Texas known as map "A" of Sec. 58, part of J. G. Weller Ranch, being 5 acres.

Said Lessee to pay Lessor as rental therefor the sum of \$2.50 (Two and 50/100) DOLLARS, in the following manner:

Cash 2.50 - receipt of which is acknowledged

Said land to be used only for the purpose of pasturing and grazing during the season of/from April 14, 1948 to April 14, 1949, 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 this lease shall operate and be construed as a tenancy from month to month at a rental of \$ 2.50.

IN TESTIMONY WHEREOF the parties hereto have caused these presents to be signed and delivered in duplicate originals this the 15th day of April, A. D. 1948.

Allan Shivers
By Leon H. Brown his atty., Lessor

By _____
J. B. Tomo
Lessee

Witnesses:

