

State of Kansas, Montgomery County, ss:

Before me, Notary Public in and for the said county and state on this 13th day of August, 1909 personally appeared A. T. Alison to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

(SEAL)

Jno W. Sanford Notary Public.

My commission expires May 29, 1913.

Filed for record Nov 20, 1909 at 10:40 o'clock A. M.

H. C. Walkley, Register of Deeds, (SEAL)

COMPARED

WAIVER OF OBLIGATION UNDER BOND.

KNOW ALL MEN BY THESE PRESENTS: That, whereas, on the 8th day of September 1908 the Secretary of the Interior approved an oil and gas mining lease on the allotment of Rachel Simmons, nee Wilkerson,, said allotment embracing the following described lands;

S $\frac{1}{2}$ of Sec. 18, T. 21 N., R. 14 E, of Indian Base and Meridian, containing 80 acres, more or less, according to the Government Survey thereof said lease being dated December 3rd 1907 and made by Rachel Simmons, nee Wilkerson, in favor of the Duquesne Oil and Gas company, a corporation and, whereas the said Duquesne Oil and Gas Company made and executed a bond to the United States of America in the sum of fifteen thousand dollars (\$15000.00) conditioned upon the said Duquesne Oil and gas Company faithfully performing all the obligations and conditions of the aforesaid lease and observing all the law of the United States and regulations thereunder made by the Secretary of the Interior; and

Whereas, the Secretary of the Interior has been relieved by Act of Congress of May 27/ 1908 of all further jurisdiction of said premises and said lease and is desirous of being relieved of any and all obligations and duties assumed under said bond, and

NOW, THEREFORE, I, the said Rachel Simmons, nee Wilkerson, for and in consideration of the sum of One dollar (\$1.00) the receipt whereof is hereby acknowledged do hereby relieve and release the United States Of America from all further obligations and duties under said lease to the