

Waiver of Obligation. Under Bond.

Silla Bell.

KNOW ALL MEN BY THESE PRESENTS: That, whereas, on the 2nd day of April 1909, the Secretary of the Interior approved an oil and gas mining lease on the allotment of Silla Bell, said allotment embracing the following described lands:

Southwest Quarter of Southwest Quarter of Sec. 9, T. 19. N.R. 13 E., 40 acres, more or less, said lease being dated February 27, 1909 and made by Silla Bell in favor of Duquense Oil and Gas Company and, WHEREAS, the said Duquense 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 Duquense Oil and Gas Company, faithfully performing all the obligations and conditions of the aforesaid lease and observing all the laws 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

WHEREAS, Eli Bell and Silby Bell, his wife, sole heirs of Silla Bell deceased, have transferred all their right, title and interest in and to ~~the~~ the said land to Ethel Davis said transfer having been made on the 28th day of February 1910.

Now therefore, we, Ethel Davis and Samuel C. Davis, her husband, 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 Duquense Oil and Gas Company and under said bond made by the United States Fidelity and Guaranty Company, as surety; and

DO HEREBY SUBSTITUTE for the United States Indian Agent, Union Agency, Muskogee, Oklahoma, the Bank of Commerce, Tulsa, Oklahoma as a place of payment of the rentals and royalties under said lease, do hereby authorize the lessee and his assigns to pay all rentals and royalties falling due under said lease at the said -----Bank of Commerce, Tulsa, Oklahoma, to the owner of the said land, and do hereby agree that all advance royalty and rental, payable for the delay of operations, ~~any~~ be paid in quarterly payments in advance, the first quarterly payment of advance royalty and rental payable for the delay of operations, to be ~~made~~ due at each quarter from the date to which said advance royalty, and rental payable for the delay of operations, is paid.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 12th day of March 1910.

Ethel Davis

Witnesses:---

Samuel C. Davis