

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

Charles R. Gilmore, Notary Public.

(Seal)

My commission expires Oct. 1, 1913.

Filed for record at Tulsa, Okla. Mar. 15, 1910 at 3:10 o'clock P. M.

H C. Walkley, Register of Deeds (Seal)

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WAIVER OF OBLIGATION UNDER BOND.

COMPARED

KNOW ALL MEN BY THESE PRESENTS: That, whereas, on the 4th day of August 1908, the Secretary of the Interior approved an oil and gas mining lease on the allotment of Nellie J. Chambers, nee Jones, said allotment embracing the following described lands:

Southeast Quarter of Southeast Quarter of Sec. 6, township 21 N. Range 14 E., containing 40 acres, more or less

said lease being dated June 29, 1908 and made by Nellie J. Chambers, nee Jones, in favor of Duquesne Oil and Gas Company 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 (\$15,000) conditional upon the said Duquesne 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, the said Nellie J. Chambers, nee Jones has transferred all her right, title and interest in and to said land to James D. Ward, said transfer having been made on the 9th day of July 1909, and said James D. Ward has transferred all his right, title and interest in and to the same to L. J. Atwood said transfer having been made on the 5th day of March 1910 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 Duquesne 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 Farmers and Merchants Bank of Collinsville, Oklahoma, as a place of payment of 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

may be paid in quarterly payments in advance, the first quarterly payment of advance royalty and rental payable for the delay of operations
Farmers and Merchants Bank, of Collinsville, Oklahoma, to the owner of the said land, and do hereby agree that all advance royalty and rental, payable for the delay of operations, to be due at each quarter period from the date to which said advance royalty, and rental payable for the delay of operations is paid.