

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,

Plaintiff,

CIVIL ACTION NO. 70-0-66

vs.

FALSTON ROCK COMPANY, INC.,
FRANK B. NEFF, IDA M. NEFF,
FRANKLIN O. NEFF, and
MINNIE JO NEFF,

Defendants.

FILED

JUN 4 1970

CLERK
U.S. DISTRICT COURT

MEMORANDUM

NOW, on this 4th day of June, 1970, this matter coming on for consideration, the Plaintiff, United States of America, appearing by and through its attorney, Robert E. Service, Assistant United States Attorney for the Northern District of Oklahoma, and the Defendants appearing, and it appearing that this is a suit based on a note and her recollection of certain financing statements, security agreements and guaranty, all concerning said note; and

There further appearing that the chattels described in said financing statements and security agreements are located in Pawnee County, Oklahoma; and

It further appearing that the legal personal service of summons has been made on the Defendants, Falston Rock Company, Inc., Frank B. Neff, Ida M. Neff, Franklin O. Neff, and Minnie Jo Neff, on March 4, 1970, requesting each of them to answer the complaint herein in more than 20 days after date of service of summons and it appearing that said Defendants have failed to file an answer or otherwise plead herein, they are in default and they are hereby in default.

The Court being fully advised finds that the allegations and statements in the complaint of the Plaintiff United States are true and correct and that there is due and owing to the Plaintiff, United States of America, the Defendant, Falston Rock Company, Inc., Frank B. Neff, Ida M. Neff, Franklin O. Neff, and Minnie Jo Neff, the sum of \$7,316.90, as of September 12, 1969, plus interest at 8 1/2% per annum from that date until paid.

The Court further finds that the defendants had a direct and prior lien upon the chattels described in the complaint and listed in Exhibits "C" and "D" attached to the complaint by virtue of financing statements and a security agreement given covering such chattels.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the Plaintiffs, United States of America, do have and recover from the Defendants, Ralston Rock Company, Inc., Frank B. Neff, Ida M. Neff, Franklyn O. Neff, and Minnie Jo Neff, a judgment in the amount of \$9,316.56 as of September 12, 1969, plus interest thereon at 9 $\frac{1}{2}$ % per annum from that date until paid, plus the costs of this action accrued and accruing.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon failure of the Defendants, Ralston Rock Company, Inc., Frank B. Neff, Ida M. Neff, Franklyn O. Neff, and Minnie Jo Neff, to satisfy the judgment of Plaintiff, an Order of Sale shall issue to the United States Marshal for the Northern District of Oklahoma commanding him to levy upon, advertise and sell according to law, with appraisement, the chattels hereinabove referred to as being in Pawnee County, State of Oklahoma, which chattels are listed and referred to in Exhibits "C" and "D" attached to the complaint and to apply the proceeds of such sale of the chattels as follows:

1. In payment of the costs of the sale and of the cost of this action.
2. In payment to the Plaintiff of the sum of \$9,316.56 as of September 12, 1969, plus interest at 9 $\frac{1}{2}$ % per annum from that date until paid.
3. The balance, if any, to be paid to the Clerk of this Court to await further order of this Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the hereinabove referred to chattels be sold with appraisement, and advertisement made by virtue of this judgment and decree, the defendants, and all persons claiming under them since the filing of the complaint herein, be and they are forever barred and foreclosed of and from any and every claim, title, right, title, interest, estate or equity of, in or to the chattels so herein referred.

APPROVED


U. S. Marshal
Northern District of Oklahoma


Plaintiff

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN
DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

Charles J. Moore, a/k/a Charles
James Moore, and Mernell Moore,
William K. Meyers, d/b/a Buck
Meyers Company,

Defendants.

Civil No. 70-C-73

FILED

JUN 1 1970

CLERK
U. S. DISTRICT COURT

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 1st day of May, 1970. The defendants, Charles J. Moore, a/k/a Charles James Moore, and Mernell Moore, William K. Meyers, d/b/a Buck Meyers Company, appearing not; and

The Court being fully advised and having examined the file herein finds that due and legal personal service of summons has been made on the defendants, Charles J. Moore, a/k/a Charles James Moore, and Mernell Moore, William K. Meyers, d/b/a Buck Meyers Company, on April 13, 1970, April 1, 1970, and March 26, 1970, respectively; and it appearing that said defendants have failed to file an answer herein and their default has been entered by the Clerk of this Court; and

The Court further finds that this is a suit based upon a mortgage note and foreclosure on a real property mortgage securing said mortgage note on the following described real property located in the City of Tulsa, Tulsa County, Oklahoma, within the Northern Judicial District of Oklahoma:

Lot Five A (5 A) and the South 2.5 feet of Lot Four A (4 a), except the Easterly Ten Feet (10') thereof, of the Resubdivision of Lots 1, 2, 3, 4, 5, 14, 15, 16 and 17 of Block Eight (8), RESERVOIR HILL ADDITION to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

The Court further finds that the material allegations of Plaintiff's Complaint are true and correct;

That the Defendants, Edward W. Paige and Alberta D. Paige, did, on September 24, 1966, execute and deliver to the Administrator of Veterans Affairs, their mortgage and mortgage note for the sum of \$9,000.00, with interest thereon at the rate of 6% per annum and further providing for the payment of monthly installments of principal and interest; and subsequent

thereto, Doward W. Paige and Alberta D. Paige, did make application to the Veterans Administration for a Release of Liability, based on the sale of this property by Doward W. Paige and Alberta D. Paige to Charles J. Moore, a/k/a Charles James Moore and Mernell Moore. Accordingly, the Veterans Administration did approve and execute a Release of Liability as to Doward W. Paige and Alberta D. Paige.

The Court further finds that the defendants, Charles J. Moore and Mernell Moore, husband and wife, have or claim some right, title or interest in and to the premises herein being foreclosed by reason of a General Warranty Deed, dated the ____ day of July, 1969, and filed of record in the Office of the County Clerk of Tulsa County, Oklahoma, on July 7, 1969, in Book 3895, Page 495, but in this regard, plaintiff states that whatever right, title, or interest the defendants, Charles J. Moore and Mernell Moore, husband and wife, have in and to said property being foreclosed herein is junior and inferior to the first mortgage lien of this plaintiff.

It further appears that the defendant, William K. Meyers, d/b/a Buck Meyers Company, has or claims some right, title, or interest in and to the premises herein being foreclosed by reason of a Judgment filed in the District Court Within and For Tulsa County, State of Oklahoma, on July 16, 1969, being Special Claims No. 69-1191, William K. Meyers, et al vs. Charles Moore and Mernell Moore, in the amount of \$393.00, plus costs, but in this regard, plaintiff states that whatever right, title, or interest the defendants, William K. Meyers, d/b/a Buck Meyers Company, has in and to said property being foreclosed herein is junior and inferior to the first mortgage lien of this plaintiff.

It further appears that the defendants, Charles J. Moore, a/k/a Charles James Moore and Mernell Moore, made default under the terms of the aforesaid mortgage note and mortgage by reason of their failure to make monthly installments due thereon on July 1, 1969, which default has continued and that by reason thereof the defendants, Charles J. Moore, a/k/a Charles James Moore and Mernell Moore, are now indebted to the Plaintiff in the sum of \$9,024.86, as unpaid principal, with interest thereon at the rate of 6% per annum from July 1, 1970, until paid, plus the cost of this action accrued and accruing, and the sum of \$30.50 expended for abstracting fees, and \$14.50 expended for preservation of property.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that the Plaintiff have judgment against the defendants, Charles T. Moore, *wife* Charles James Moore and Mernell Moore, for the sum of \$9,024.36, as unpaid principal, with interest thereon at the rate of 6% per annum from July 1, 1970, until paid, plus the cost of this action accrued and accruing, and the sum of \$30.50 expended for abstracting fees, and \$14.50 expended for preservation of property.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that upon failure of the defendants to satisfy Plaintiff's money judgment herein, an Order of Sale shall issue to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell, with appraisement, the above-described real property and apply the proceeds thereof in satisfaction of Plaintiff's judgment. The residue, if any, to be deposited with the Clerk of the Court to await further order of the Court.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that from and after the sale of said property, under and by virtue of this judgment and decree, the defendants and each of them and all persons claiming under them since the filing of the complaint herein be and they are forever barred and foreclosed of any right, title, interest or claim in or to the real property or any part hereof.


UNITED STATES DISTRICT JUDGE

APPROVED:


ROBERT P. SANTEE
Assistant U. S. Attorney

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

GRADY S. PATTERSON,)
)
 Plaintiff,)
 vs.)
)
 TULSA LOCAL NO. 513,)
 MOTION PICTURE MACHINE)
 OPERATORS OF THE UNITED)
 STATES AND CANADA,)
)
 Defendant.)

No. 69-C-305

FILED

JUN 4 1970

CLERK
U. S. DISTRICT COURT

JOURNAL ENTRY OF JUDGMENT

Pursuant to the Findings of Fact and Conclusions
of Law heretofore rendered by this Court,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that
the plaintiff take nothing and that judgment be, and the
same is hereby ordered in favor of the defendant, the
plaintiff to pay costs herein.

Dated this 3rd day of June, 1970.

William H. Johnson
United States District Judge

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

BOB R. CARTWRIGHT,)
)
 Plaintiff,)
)
 vs.)
)
 GRAELL GAS SERVICE CO., INC.,)
 a corporation, and KATHOL)
 NATURAL GAS, INC., a corporation,)
)
 Defendants.)

No. 69-C-310

FILED

JUN - 4 1970

John H. Poe CLERK
U. S. DISTRICT COURT

JUDGMENT

This action came on for hearing on April 9, 1970, before the Court, Honorable Luther Bohanon presiding, and the issues having been duly heard and a decision having been duly rendered;

IT IS ORDERED AND ADJUDGED that the plaintiff, Bob R. Cartwright, have and recover of the defendants, Graell Gas Service Co., Inc. and Kathol Natural Gas, Inc., jointly and severally, the principal sum of Fourteen Thousand Seven Hundred Fifty and No/100 Dollars (\$14,750.00), interest on said Fourteen Thousand Seven Hundred Fifty and No/100 Dollars (\$14,750.00) at the rate of Six Percent (6%) per annum from October 1, 1969, to the date of this Judgment in the amount of Four Hundred Sixty and 68/100 Dollars (\$460.68), and the costs of this action in the amount of Twenty-five and No/100 Dollars (\$25.00), together with interest on the Judgment at the rate of Ten Percent (10%) per annum from this date until said Judgment be paid.

DATED at Tulsa, Oklahoma, this 30th day of ~~Apr~~ ^{May}, 1970.

Luther Bohanon
Judge Luther Bohanon

APPROVED:

Frederic Dorwart
Frederic Dorwart
Attorney for Plaintiff,
Bob R. Cartwright

David L. Fist
David L. Fist
Attorney for Defendants,
Graell Gas Service Co., Inc.
and Kathol Natural Gas, Inc.

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

BRUNSWICK CORPORATION,)
)
 Plaintiff,)
)
 vs.)
)
 MARSHALL C. FERRINO, et al.,)
)
 Defendants.)

No. 6434 - Civil

FILED

JUN 5 1970

JUDGMENT AND ORDER OF SALE

John H. Poe CLERK
U. S. DISTRICT COURT

NOW on this 5th day of June, 1970, this matter comes on for hearing before the Honorable Allen E. Barrow, Chief Judge of the U. S. District Court for the Northern District of Oklahoma. The plaintiff, BRUNSWICK CORPORATION, appeared through its attorneys, Crowe & Talar, by C. Rabon Martin of that firm; the defendant, FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF COFFEYVILLE, appeared through its attorney, James C. T. Harwick; the defendant, FINGER FURNITURE COMPANY, INC., appeared through its attorney, Charles E. Proeb; the defendant, INTERNATIONAL EQUIPMENT LEASING CORP. appeared through its attorney, Thomas A. Larsson, Jr.; the defendant, GENERAL ELECTRIC CREDIT CORPORATION, appeared through its attorney, Jay W. Blankenship; the defendant, B. E. DUNN, appeared through his attorney, Charles P. Cozwaik, Jr.; the defendants, MARSHALL C. FERRINO, ANN FERRINO, COLONIAL ARMS APARTMENTS, INC. and GUS MESSINA, appeared through their attorneys, Ward, Brown & Perrault by Ainslee Perrault, Jr.; the defendants, SHERMAN ENIX and WELBILT CORPORATION, appeared through their attorney, Glen E. Michael; the defendant, ROGER CLARK, appeared through his attorney, Frank J. Linner, of Dyer, Powers & Linner; the defendant, ATLAS FENCE CO., INC. appeared through its attorney, Ed Stephens; the defendant, PAUL E. BAIRD, appeared through his attorney, L. K. Smith; and the co-defendant, IRVINE E. UNGERLICK, appeared pro se.

The Court having examined all pleadings, reports, applications, motions, orders, the Pre-Trial Order, and other papers filed herein, having considered the stipulations made by counsel, and being fully advised concerning this matter, finds as follows:

1. That the jurisdiction of this Court to hear this matter is based upon diversity of citizenship which diversity the Court finds to exist and that the matter in controversy exceeds, exclusive of interest and costs, the sum of \$10,000.00.

2. That the defendants, Marshall C. Ferrino, Ann Ferrino, Colonial Arms Apartments, Inc., General Electric Credit Corporation, Frank B. Persson, d/b/a Frank B. Persson Industries, Atlas Fence Company, Inc., Morrison Plumbing Company, L. E. Dunn, The City of Tulsa, a municipal corporation, and Welbilt Corporation, have each been personally served with summons according to law, and the Court has personal jurisdiction over said defendants. That the defendant, Gus Messina, and the defendant, First Federal Savings & Loan Association of Coffeyville, were served with notice of the pendency of this suit by publication in the manner provided by the laws of the State of Oklahoma which service the Court finds to be regular, and thereby this Court has jurisdiction to adjudicate said defendants' rights in the subject matter of this action. Further, that said defendants, Gus Messina and First Federal Savings & Loan Association of Coffeyville, by their participation in this action through their attorneys, have submitted themselves to the personal jurisdiction of this Court. Further, that the defendants, International Equipment Leasing Corp. and Finger Furniture Company, Inc., have submitted themselves to the personal jurisdiction of this Court by their attorney's acceptance of summons herein. That the intervening defendants, Roger Clark, d/b/a Roger Clark

Plumbing Company, and Sherman Enix, are subject to the jurisdiction of this Court by virtue of their intervention herein. That Community State Bank was heretofore made a party in this matter, answered herein, and claimed no interest in the subject matter hereof and has heretofore been dismissed as a party hereto. That H. R. Minor and Blanche O. Neece, who were heretofore parties defendant hereto, have been dismissed as having no interest in the subject matter hereof.

3. That on March 13, 1969, default judgment was entered herein against defendants, Morrison Plumbing Company and the City of Tulsa, a municipal corporation, and thereby said defendants have no interest in the subject matter of this action.

4. That defendant, Frank B. Persson, d/b/a Frank Persson Industries, has heretofore disclaimed any right or interest in the subject matter hereof and thus he has been dismissed herefrom.

5. That on the 16th day of November, 1962, Marshall C. Ferrino and Ann Ferrino, husband and wife, and Colonial Arms Apartments, Inc. executed and delivered to Mortgage Clearing Corporation a written promissory note for good and valuable consideration in the principal sum of \$260,000.00 with interest at the rate of 6½% per annum. That at the time of the execution of said note, said parties delivered to Mortgage Clearing Corporation, as security for said note, a real estate mortgage covering the following described property (which property is commonly known as Colonial Arms Apartments No. 1), to-wit:

The East Half (E/2) of Lots 2 and 3, CANFIELD SUBDIVISION to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded Plat thereof (said property being the same as Lot 2, Block 1, Skelly Drive Court Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded Plat thereof),

which mortgage was recorded in Book 3295 at Page 123, on the 29th day of November, 1962. That by assignment dated November 28, 1962, said note and mortgage were duly assigned to defendant, First Federal Savings & Loan Association of Coffeyville, which Assignment of Mortgage is recorded in Book 3295 at Page 447. That on the 21st day of January, 1964, First Federal Savings & Loan Association of Coffeyville and defendant, Colonial Arms Apartments, Inc. entered into a Security Substitution Agreement whereby First Federal Savings & Loan Association of Coffeyville did release and discharge from the foregoing mortgage the following property, to-wit:

The West One Hundred Seventy-four and thirty-four hundredths feet (174.34') of the North One Hundred Sixty-five feet (165') of Lot Two (2), SKELLY DRIVE COURT ADDITION, a resubdivision of Lot Three (3), and part of Lot Two (2) of Canfield Subdivision, Tulsa County, Oklahoma, according to the recorded Plat thereof.

That as consideration for said discharge and as a part of said agreement, said Colonial Arms Apartments, Inc. did substitute and make a part of that mortgage dated November 16, 1962, the following described real estate, to-wit:

The East One Hundred Thirty feet (130') of Lot One (1), CANFIELD SUBDIVISION to the City of Tulsa, Tulsa County, State of Oklahoma (according to the Deed of Dedication and recorded Plat thereof, filed in Plat Number 763).

That said Security Substitution Agreement was duly recorded in Book 3416 at Page 651 on the 23rd day of January, 1964.

6. That said note and mortgage are in default in that no installments of principal or interest have been paid thereon with respect to installments due on and after July 1, 1968. That the unpaid balance thereof is the sum of \$199,455.96, together with interest thereon at the rate of 6½% per annum from the 1st day of June, 1968, which interest to June 1, 1970, has accrued in the amount of \$25,929.27. That First Federal Savings

& Loan Association of Coffeyville has incurred the sum of \$ 40.00 in bringing an abstract to date, has paid the sum of \$ 10,111.69 in delinquent ad valorem taxes which were a lien against the property described in said mortgage, and is entitled to a reasonable attorney's fee in the amount of \$8,000.00, which sums the lien of said mortgage also secures.

7. That on or about the 19th day of June, 1963, Marshall C. Ferrino and Ann Ferrino, his wife, executed and delivered to First Federal Savings & Loan Association of Coffeyville their written promissory note for good and valuable consideration in the principal sum of \$350,000.00 with interest thereon at the rate of $6\frac{1}{2}\%$ per annum, payable in installments. That at the time of the execution of said note, said defendants did deliver to First Federal Savings & Loan Association of Coffeyville, to secure the payment of the same, a real estate mortgage covering the following described property (which property is commonly known as Colonial Arms Apartments No. II), to-wit:

The South Half (S/2) of Lot One (1), Block One (1), SKELLY DRIVE COURT ADDITION, a Resubdivision of Lot 3 and part of Lot 2, Canfield Subdivision, Tulsa County, State of Oklahoma, according to the recorded Plat thereof,

which mortgage was recorded in Book 3358 at Page 136, on the 11th day of July, 1963.

8. That said note and mortgage are in default in that no installments of principal or interest have been paid with respect to installments due on or after June 1, 1968, and that the unpaid principal balance of the same is \$287,320.49, together with interest thereon at the rate of $6\frac{1}{2}\%$ per annum from the 1st day of May, 1968, which interest to June 1, 1970, has accrued in the amount of \$38,975.70.

9. That First Federal Savings & Loan Association of Coffeyville has paid \$ 12,423.38 in delinquent ad valorem taxes against the property described in the mortgage and has

incurred the sum of \$20.00 in bringing abstracts up to date, and is entitled to a reasonable attorney's fee in the amount of \$28,732.00, which sums, under the terms of said mortgage, the lien of such mortgage also secures.

10. That on the 25th day of September, 1962, Marshall C. Ferrino and Ann Ferrino, his wife, executed and delivered in favor of First Federal Savings & Loan Association of Coffeyville their written promissory note for good and valuable consideration in the principal sum of \$61,200.00 with interest thereon at the rate of 6½% per annum payable in installments. That at the time of the execution of said note, said defendants did deliver to First Federal Savings & Loan Association of Coffeyville, to secure the payment of said note, a real estate mortgage covering the following described property (which property is commonly known as Imperial Apartments), to-wit:

Part of Tract 5 in Block 1, OZARK GARDEN FARMS, an Addition to Tulsa, Tulsa County, State of Oklahoma, described as: Beginning at the Northeast corner of said Tract 5; Thence West 95.4 feet for a point of beginning; Thence West 74.6 feet; Thence South 164.5 feet; Thence East 74.6 feet; Thence North 164.5 feet to the point of beginning,

which mortgage was recorded in Book 3278 at Page 188 on the 28th day of September, 1962.

11. That said note and mortgage are in default in that no installments of principal or interest have been paid with respect to installments due on or after June 1, 1968. That the unpaid principal balance of said note and mortgage is the sum of \$46,382.51 with interest thereon at the rate of 6½% per annum from the 1st day of May, 1968, which interest to June 1, 1970, has accrued in the amount of \$6,280.97. That First Federal Savings & Loan Association of Coffeyville has paid the sum of \$2,678.86 in delinquent ad valorem taxes against the property described in said mortgage and has incurred the sum of \$35.00 in bringing abstracts to date, and is entitled to a reasonable attorney's fee in the amount of \$3,000.00, which sums the lien of said mortgage also secures.

12. That on the 1st day of September, 1965, the defendants, Marshall C. Ferrino and Ann Ferrino, executed and delivered, for good and valuable consideration, to the plaintiff, Brunswick Corporation, their promissory note in the principal sum of \$32,924.23 payable in installments, together with interest thereon at the rate of 6% per annum. That as a part of the same transaction and to secure the payment of said note, said defendants, joined by Colonial Arms Apartments, Inc. and Gus Messina, executed and delivered to said plaintiff a real estate mortgage covering the following described real estate located in Tulsa County, State of Oklahoma, to-wit:

Part of Tract 5 in Block 1, OZARK GARDEN FARMS, an Addition to Tulsa, Tulsa County, State of Oklahoma, more particularly described as: Beginning at the Northeast corner of said Tract 5; Thence West 95.4 feet for a point of beginning; Thence West 74.6 feet; Thence South 164.5 feet; Thence East 74.6 feet; Thence North 164.5 feet to the point of beginning;

Lots 1 and 2, Block 1, SKELLY DRIVE COURT ADDITION, a Resubdivision of parts of Lots 2 and 3, Canfield Subdivision, an Addition in Tulsa County, Oklahoma, less the North 165 feet of said Lot 1, Block 1, and the West 174.34 feet of the North 165 feet of Lot 2, Block 1 of said Skelly Drive Court Addition; and

(Other property not involved herein).

That said note and mortgage are in default in that no installments of principal or interest have been paid thereon. That said default accrues from the 1st day of October, 1965, and that said mortgage provides that in the event of default, mortgagee shall be entitled to interest at the rate of 10% per annum plus a reasonable attorney's fee, which reasonable fee the Court finds to be the sum of \$1,250.00.

13. That on the 26th day of February, 1964, the defendants, Marshall C. Ferrino, Ann Ferrino, and Colonial Arms Apartments, Inc., for good and valuable consideration, made, executed and delivered to General Electric Credit Corporation

their certain promissory note in the principal sum of \$17,000.00 with interest thereon at the rate of 10% per annum on the unpaid balance, payable in installments. That to secure the payment of said note, said defendants executed to said General Electric Credit Corporation a real estate mortgage covering the following described property located in Tulsa County, Oklahoma, to-wit:

The South Half (S/2) of Lot 1,
Block 1, SKELLY DRIVE COURT
ADDITION, a Resubdivision of
Lot 3 and a part of Lot 2, Can-
field Subdivision, Tulsa County,
State of Oklahoma, according to
the recorded Plat thereof,

which mortgage was filed in Book 3426 at Page 278, on February 26, 1964; that default has been made in said mortgage in that a receiver was appointed over the property which was the subject thereof on the 13th day of May, 1966; that the unpaid balance of said note and mortgage is the sum of \$12,303.51 with interest thereon at the rate of 10% per annum from July 1, 1966.

14. Further, to secure the aforesaid note, said Marshall C. Ferrino, Ann Ferrino, and Colonial Arms Apartments, Inc., executed a Security Agreement dated February 26, 1964, in favor of General Electric Credit Corporation, granting said General Electric Credit Corporation a security interest in certain personal property located upon said real estate consisting of certain washers, dryers, dishwashers, disposals, refrigerators, and other appliances more particularly described in the exhibits attached to said defendant's Answer and Cross-Claim filed herein.

15. That on the 21st day of May, 1963, Hotpoint, a Division of General Electric Company, and the defendants, Marshall C. Ferrino, Ann Ferrino, and Colonial Arms Apartments, Inc., entered into a Conditional Sales Contract for good and valuable consideration, whereby Hotpoint agreed to sell forty (40) dishwashers to the aforesaid defendants for the sum of \$6,163.20, which property is now located in the real estate described in

Paragraph 10 above. That said Conditional Sales Contract was filed in the office of the County Clerk of Oklahoma County, Oklahoma on the 5th day of June, 1963. That on the 21st day of May, 1963, Hotpoint, for good and valuable consideration, duly assigned said Conditional Sales Contract to the defendant, General Electric Credit Corporation. That said Conditional Sales Contract provides that if a receiver is appointed over the property which is the subject thereof, the entire unpaid balance shall be come immediately due and payable. That default has been made in said Conditional Sales Contract in that a receiver was appointed over said property on the 13th day of May, 1966. That the unpaid balance of said Conditional Sales Contract is the sum of \$1,714.03 with interest thereon at the rate of 6% per annum from July 1, 1966, until paid.

16. That on the 29th day of May, 1970, defendant, General Electric Credit Corporation, assigned all its right, title and interest, without recourse, in and to the aforesaid mortgage, the Security Agreement, and the Conditional Sales Contract to the defendant, First Federal Savings & Loan Association of Coffeyville.

17. That on the 23rd day of November, 1964, defendant, Marshall C. Ferrino, entered into an Equipment Rental Agreement with International Equipment Leasing Corp., whereby defendant, Marshall C. Ferrino, leased certain furniture which was placed and maintained inside that certain real estate described in Paragraph 7 above. That said Agreement provides, in the event lessee makes default of any of its terms and provisions, that the lessor shall have the right to possession of the furniture rented thereunder. That said Agreement is in default in that the defendant, Marshall C. Ferrino, has refused to pay all installments of rent as they have accrued; that there is owing, due and unpaid under the terms thereof the sum of \$33,611.22. That to further secure the lease rental payments payable under the Equipment Rental Agreement, the defendant, Colonial Arms Apartments, Inc. did execute, in favor of defendant, International

Equipment Leasing Corp., a certain real estate mortgage dated November 23, 1964, covering the following described property, to-wit:

The South Half (S/2) of Lot 1, Block 1, SKELLY DRIVE COURT ADDITION, a Resub-division of Lot 3 and part of Lot 2, Canfield Subdivision, Tulsa County, State of Oklahoma,

which mortgage was recorded in Book 3560 at Page 127, on the 28th day of April, 1965.

18. That by Assignment dated the 29th day of May, 1970, defendant, First Federal Savings & Loan Association of Coffeyville, acquired all interest of International Equipment Leasing Corp. in the aforesaid Equipment Rental Agreement and the aforesaid mortgage.

19. That defendant, Marshall C. Ferrino, executed a certain Lease Purchase Agreement dated July 30, 1963, and a certain Lease Agreement dated February 11, 1963, in favor of Finger Contract Supply Company, a division of defendant, Finger Furniture Company, Inc., whereby said Marshall C. Ferrino agreed to purchase certain furniture which was kept and used in that real estate described in Paragraphs 5 and 10 hereof. That said Agreements are in default in that defendant, Marshall C. Ferrino, has failed to pay the rental installments as they became due, and there is presently owing on the Lease Purchase Agreement dated July 30, 1963, the sum of \$25,710.75, and on the Lease Agreement dated February 11, 1963, the sum of \$3,456.27. That said Agreements provide that in the event default be made in any of the lease rental payments, the lessor shall have the right to terminate the respective leases and reclaim all property which is the subject thereof. That the defendant, Finger Furniture Company, Inc. has, by Assignment dated the 29th day of May, 1970, assigned all interest in said Agreements to the defendant, First Federal Savings & Loan Association of Coffeyville.

20. That the defendant, L. E. Dunn, is a judgment creditor of defendants, Marshall C. Ferrino and Ann Ferrino, said defendant, L. E. Dunn, being assignee of a judgment against said de-

fendants entered on the 20th day of November, 1964, in Cause No. 107523 in the District Court of Tulsa County, Oklahoma, in the amount of \$75,239.82, plus interest at the rate of 6% per annum from said date, which judgment is valid, subsisting and is wholly unpaid and constitutes a lien upon all the real property of said Marshall C. Ferrino and Ann Ferrino.

21. That on the 28th day of October, 1969, this Court determined that that certain Warranty Deed dated April 11, 1963, recorded in Book 3413 at Page 231, from Marshall C. Ferrino and Ann Ferrino to Gus Messina, covering:

Part of Tract 5 in Block 1, OZARK GARDEN FARMS, an Addition to the City of Tulsa, Tulsa County, State of Oklahoma, described as: Beginning at the Northeast corner of said Tract 5; Thence West 95.4 feet for a point of beginning; Thence West 74.6 feet; Thence South 164.5 feet; Thence East 74.6 feet; Thence North 164.5 feet to the point of beginning,

was void as a fraud upon creditors and, therefore, entered its Order on said date cancelling said deed. That thereby, defendant, L. E. Dunn, has a lien upon said property to secure his judgment of \$75,239.82, plus 6% interest from November 20, 1964.

22. That the defendant, Roger Clark d/b/a Roger Clark Plumbing Company, has a validly perfected materialman's lien for work performed and material furnished between January 25, 1965 and July 28, 1966, upon the property described in Paragraphs 5 and 7 hereof, which materialman's lien is represented by Materialman's Lien Statement filed in the office of the County Clerk of Tulsa County, Oklahoma on November 23, 1966, as Lien No. 47326, said lien being in the amount of \$672.14 plus interest, costs and attorney's fees.

23. That defendant, Marshall C. Ferrino, is indebted to the intervening defendant, Sherman Enix, in the sum of \$21,578.00

together with interest at the rate of 6% per annum thereon from August 1, 1966, in connection with labor and services performed in connection with the construction of various projects owned by defendant, Marshall C. Ferrino, but that, however, defendant Sherman Enix, claims no interest in the property which is the subject matter hereof.

24. That defendant, Marshall C. Ferrino, is indebted to the defendant, Welbilt Corporation, in the sum of \$3,578.00, together with interest thereon at the rate of 6% per annum from March 14, 1966, together with a reasonable attorney's fee in the amount of \$350.00, in connection with the purchase of 24 electric ranges and hoods from said defendant, Welbilt Corporation, on March 4, 1966 and March 14, 1966, said sum being the unpaid balance on a Conditional Sales Contract between the parties. That defendant, Welbilt Corporation, claims no interest in the property which is the subject matter of this suit.

25. That the defendant Atlas Fence Company, Inc., has a claim against the defendant, Marshall C. Ferrino, by virtue of a judgment entered in Case No. 74984 in the Court of Common Pleas in and for Tulsa County, Oklahoma, on the 22nd day of September, 1966, in the amount of \$1,289.53, plus interest thereon at the rate of 6% per annum from date of judgment, plus \$450.00 attorney's fees and \$50.00 costs, which judgment constitutes a lien upon the property described in Paragraph 10 above.

26. That in connection with the administration of the receivership of the property which is the subject hereof, the receiver has sold and disposed of personal property in which the plaintiff, Brunswick Corporation, had a valid security interest securing plaintiff's note from Marshall C. Ferrino and Ann Ferrino, dated September 1, 1965; that the receiver realized in connection with said sale the sum of \$2,750.00 which the receiver should pay to the plaintiff, Brunswick Corporation; that

said sum so paid should reduce the unpaid principal balance of the said note dated September 1, 1965 by the amount of \$2,750.00.

27. That the receiver, Paul E. Baker, in connection with his services as receiver herein, is entitled to a reasonable fee in the amount of \$15,000.00, and that his attorney, L. K. Smith, is entitled to a reasonable attorney's fee in the amount of \$7,500.00. That the co-receiver, Irvine E. Ungerman, is entitled to a reasonable fee for his services as co-receiver in the amount of \$4,000.00. That J. Paul Thieman, Jr. is entitled to a reasonable attorney's fee in the sum of \$1,000.00 for services performed for the benefit of the receivership. That Ainslee Perrault, Jr. is entitled to a reasonable attorney's fee in the sum of \$4,000.00 for services performed as attorney for the benefit of the defendants, Marshall C. Ferrino, Ann Ferrino, and Colonial Arms Apartments, Inc., at the request and order of this Court. That each of said fees should be taxed as costs of the receivership.

28. That the fees of the receivership paid to the receiver, the co-receiver, the receiver's attorney, Ainslee Perrault, Jr., and J. Paul Thieman, Jr., totaling \$31,500.00, should be allocated and added to the unpaid balances of the three mortgages of defendant, First Federal Savings & Loan Association of Coffeyville, in proportion to the present unpaid principal balance of each such mortgage, to-wit, 8.692% or \$2,738.00 to the mortgage dated September 25, 1962; 53.933% or \$16,989.00 to the mortgage dated June 19, 1963, and 37.375% or \$11,773.00 to the mortgage dated November 16, 1962. That when said sums are paid by First Federal Savings & Loan Association of Coffeyville to the receiver for disbursement, said sums shall draw interest at the rate of 10% per annum, and payment of said sums, plus interest, shall be secured by the lien of the respective mortgages to which they are allocated.

29. That the defendant, Finger Furniture Company, Inc., at the request of the Court and at the Court's order, permitted

certain furniture to remain in the property commonly known as Colonial Arms Apartments No. I and Imperial Apartments, and refrained from foreclosing its security interest therein. That the rentals received in the course of this receivership are in some part attributable to the presence of such furniture and that, therefore, said defendant is entitled to compensation for the use thereof. That the Court finds that the value of such use is the sum of \$15,100.00 and such sum should be taxed as a cost of this receivership. That said sum should be allocated to the mortgage of First Federal Savings & Loan Association of Coffeyville, dated November 16, 1962, and the mortgage of September 25, 1962, in the ratio of 88.5% and 11.5%, respectively, the same being \$13,360.00 to the mortgage of November 16, 1962, and \$1,740.00 to the mortgage of September 25, 1962, which sums said mortgages shall secure.

30. That defendant, General Electric Credit Corporation, has, at the request of the Court and upon its Order, permitted certain appliances to remain in the property commonly known as Colonial Arms Apartments No. II and Colonial Arms Apartments No. I, and has refrained from retaking possession of such appliances. That the rentals received in the course of this receivership are in some part attributable to the presence of such appliances and that, therefore, said defendant is entitled to compensation for the use thereof. That the Court finds that the value of such use is the sum of \$8,500.00, and such sum should be taxed as a cost of this receivership. The Court further finds that this sum should be allocated 12.2% to the mortgage of First Federal Savings & Loan Association of Coffeyville dated November 16, 1962, and 87.8% to the mortgage of First Federal Savings & Loan Association of Coffeyville dated June 19, 1963, which sums are \$1,037.00 and \$7,463.00, respectively. That the lien of such mortgages shall secure such sums.

31. That the defendant, International Equipment Leasing Corp. at the request and order of the Court, has permitted certain furniture to remain in the property commonly known as Colonial Arms Apartments No. II, and has refrained from retaking possession thereof under its Equipment Rental Agreement. That the rentals received in the course of this receivership are in some part attributable to the presence of such furniture and that, therefore, said defendant is entitled to compensation for the use thereof. That the Court finds that the value of such use is the sum of \$30,000.00 and such sum should be taxed as a cost of this receivership. That such sum should be allocated to the mortgage of First Federal Savings & Loan Association of Coffeyville dated June 19, 1963. That the lien of such mortgage shall secure said sum.

32. That any sums paid by First Federal Savings & Loan Association of Coffeyville as expenses of receivership which are allowed herein to be allocated to various of its mortgages shall not draw interest until such time as said moneys are actually paid to the receiver.

33. That the receiver has on hand the sum of \$3,945.12 creditable to profitable operations from the Imperial Apartments, which sum shall be credited against all costs of receivership to be paid by First Federal Savings & Loan Association of Coffeyville hereunder which are allocable to the mortgage of First Federal Savings & Loan Association of Coffeyville dated September 25, 1962, before any further sums shall be used to increase the balance of said mortgage.

34. The balance of the funds which receiver has on hand should be allocated to the three mortgages of First Federal Savings & Loan Association of Coffeyville in proportion to the present unpaid principal balances of said mortgages, to-wit: 8.692% to the mortgage dated September 25, 1962; 53.933% to the mortgage dated June 19, 1963, and 37.375% to the mortgage dated November 16, 1962. That said sums so credited shall be used to

reduce the unpaid principal balances of the respective mortgages.

35. That defendant, First Federal Savings & Loan Association of Coffeyville, has a valid, subsisting, first mortgage lien by virtue of its mortgage dated June 19, 1963, on the following described property, to-wit:

The South Half (S/2) of Lot 1,
Block 1, SKELLY DRIVE COURT
ADDITION, a resubdivision of
Lot 3 and part of Lot 2, Can-
fied Subdivision, Tulsa County,
State of Oklahoma, according to
the recorded Plat thereof.

That said mortgage lien secures the payment of the following sums:

- i) The principal amount of \$287,320.49 together with interest in the amount of \$38,975.70 plus interest on the principal amount from June 1, 1970 at the rate of 6½% per annum to the date hereof, with interest hereafter at the rate of 10% per annum;
- ii) The sum of \$ 12,423.38 in delinquent ad valorem taxes, \$ 20.00 in abstracting expense, and \$28,732.00 in attorneys' fees, plus interest thereon at the rate of 10% per annum from the date hereof.
- iii) The principal sum of \$16,989.00 (representing attorneys' and receiver's fees) plus interest thereon at the rate of 10% per annum from the date hereof;
- iv) The sum of \$7,463.00 (representing sums paid to General Electric Credit Corporation) plus interest at the rate of 10% per annum from the date hereof;
- v) The sum of \$30,000.00 (representing sums paid to International Equipment Leasing Corp.) plus interest at the rate of 10% per annum thereon from the date hereof;
- vi) Less a credit to the above for the allocated share of the funds the receiver has on hand creditable to the above mortgage.

That the mortgage of Brunswick Corporation, dated September 1, 1965, is a valid and subsisting second mortgage lien upon the above property second only to the above mortgage of First Federal Savings & Loan Association of Coffeyville, securing the payment of the principal sum of \$52,924.23 plus interest thereon at the rate of 10% per annum from the 1st day of October, 1965,

together with a reasonable attorney's fee in the sum of \$1,250.00. That Roger Clark d/b/a Roger Clark Plumbing Company, has a valid and subsisting materialman's lien against the above property in the amount of \$672.14 plus interest, costs and attorney's fees, which lien is inferior to the first mortgage of First Federal Savings & Loan Association of Coffeyville and the second mortgage of Brunswick Corporation.

36. That the mortgage of First Federal Savings & Loan Association of Coffeyville, dated November 16, 1962, constitutes a valid, subsisting, first mortgage lien against the following described property, to-wit:

The East Half (E/2) of Lots 2 and 3, CANFIELD SUBDIVISION to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded Plat thereof (said property being the same as Lot 2, Block 1, SKELLY DRIVE COURT ADDITION to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded Plat thereof) LESS AND EXCEPT the West 174.34 feet of the North 165 feet of Lot 2, Skelly Drive Court Addition, according to the recorded Plat thereof,

- AND -

The East 130 feet of Lot 1, CANFIELD SUBDIVISION to the City of Tulsa, Tulsa County, State of Oklahoma, according to the recorded Plat thereof.

That said first mortgage secures a payment of the following sums, to-wit:

- i) The principal sum of \$199,455.96 together with interest in the amount of \$25,929.27 plus interest from the 1st day of June, 1970, at the rate of 6½% per annum to the date hereof, with interest hereafter at the rate of 10% per annum;
- ii) The sum of \$ 10,111.69 in delinquent ad valorem taxes, \$ 40.00 abstracting expense, and \$8,000.00 attorneys' fee, with interest thereon at the rate of 10% per annum;
- iii) The sum of \$11,773.00 plus interest thereon at the rate of 10% per annum from the date hereof (which sums represent receiver's and attorneys' fees);
- iv) The sum of \$1,037.00 plus interest thereon at the rate of 10% per annum from the date of this Order (representing sums paid to General Electric Credit Corporation);
- v) The sum of \$13,360.00 plus interest thereon at the rate of 10% per annum from the date of this Order (said sums representing moneys paid to Finger Furniture Company, Inc.); and

- vi) Less a credit to the above for the allocated share of the funds the receiver has on hand creditable to the above mortgage.

That the mortgage of Brunswick Corporation dated September 1, 1965, is a valid and subsisting second mortgage lien upon the above property less and except the East 130 feet of Lot 1 of CANFIELD SUBDIVISION, second only to the above mortgage of First Federal Savings & Loan Association of Coffeyville, securing the payment of the principal sum of \$32,924.23 plus interest thereon at the rate of 10% per annum from the 1st day of October, 1965, together with a reasonable attorney's fee in the sum of \$1,250.00. That Roger Clark d/b/a Roger Clark Plumbing Company, has a valid and subsisting material-man's lien against the above property less and except the East 130 feet of Lot 1, CANFIELD SUBDIVISION, in the amount of \$672.14 plus interest, costs and attorneys' fees, which lien is inferior to the first mortgage of First Federal Savings & Loan Association of Coffeyville and the second mortgage of Brunswick Corporation.

37. That the mortgage of First Federal Savings & Loan Association of Coffeyville, dated September 25, 1962, constitutes a valid and subsisting first and prior mortgage lien upon the following described property, to-wit:

A part of Tract 5 in Block 1, OZARK GARDEN FARMS, an Addition to Tulsa, Tulsa County, State of Oklahoma, more particularly described as: Beginning at the Northeast corner of said Tract 5; Thence West 95.4 feet to a point of beginning; Thence West 74.6 feet; Thence South 164.5 feet; Thence East 74.6 feet; Thence North 164.5 feet to the point of beginning.

That said first mortgage lien secures the payment of the following sums, to-wit:

- i) The principal sum of \$46,382.51 plus \$6,280.97 interest, plus interest at the rate of 6½% per annum from June 1, 1970 to the date hereof, with interest hereafter at the rate of 10% per annum;
- ii) The sum of \$ 2,678.83 in delinquent ad valorem taxes, \$ 35.00 in abstracting fees, and \$3,000.00 in attorneys' fees, with interest thereon at the rate of 10% per annum;
- iii) \$2,738.00 (representing attorneys' and receiver's

fees) with interest thereon at the rate of 10% per annum from the date hereof;

- iv) \$1,740.00 plus interest thereon at the rate of 10% per annum from the date hereof (representing sums paid to Finger Furniture Company, Inc.); and
- v) Less a credit to the above for the allocated share of the funds the receiver has on hand creditable to the above mortgage.

That the defendant, L. E. Dunn, has a valid and subsisting judgment and lien against the above premises securing the payment of the sum of \$75,239.82 plus interest at the rate of 6% per annum from the 20th day of November, 1964, which judgment lien is second and inferior only to the first mortgage lien of First Federal Savings & Loan Association of Coffeyville, and is co-equal with the mortgage lien of Brunswick Corp. That the mortgage of Brunswick Corporation, dated September 1, 1965, constitutes a valid and subsisting mortgage upon the above property subject only to the first mortgage of First Federal Savings & Loan Association of Coffeyville and the co-equal judgment lien of L. E. Dunn, and securing the principal sum of \$32,924.23 plus interest thereon at the rate of 10% per annum from the 1st day of October, 1965, and a reasonable attorney's fee in the sum of \$1,250.00. That the plaintiff, Brunswick Corporation, and the defendant, L. E. Dunn, have agreed that their lien shall share in any recovery from the sale of the premises in the proportions of 30% and 70%, respectively. That the defendant, Atlas Fence Company, Inc., has a valid and subsisting judgment lien against the above property in the amount of \$1,289.53 plus interest thereon at the rate of 6% per annum from September 22, 1966, plus \$450.00 attorney's fees and \$50.00 costs, which judgment lien is inferior to the first mortgage lien of First Federal Savings & Loan Association of Coffeyville, the judgment lien of L. E. Dunn, and the mortgage lien of Brunswick Corporation.

38. That with respect to the property described in the mortgage of First Federal Savings & Loan Association of Coffeyville, dated November 16, 1962, the same should be marshalled.

That the property described as the East 130 feet of Lot 1, CANFIELD SUBDIVISION to the City of Tulsa, Tulsa County, State of Oklahoma, according to the recorded plat thereof, should first be sold to satisfy the mortgage of First Federal Savings & Loan Association of Coffeyville. Immediately after the sale of said tract, the balance of the property described in said mortgage may be sold.

39. That the parties have agreed that First Federal Savings & Loan Association of Coffeyville will not separately assert any rights under the real estate mortgage, the Conditional Sales Contract, or the Security Agreement acquired by assignment from General Electric Credit Corporation, or the Equipment Rental Agreement or the mortgage acquired by assignment from International Equipment Leasing Corp., or the Lease Purchase Agreement or the Lease Agreement acquired by assignment from Finger Furniture Company, Inc., but that the property described in said instruments shall be considered subject to the lien of the respective mortgages of First Federal Savings & Loan Association of Coffeyville to the effect that any sale at mortgage foreclosure of any of the property described in any of the mortgages shall also convey with it any furniture, appliances, fixtures, or other personal property located upon the real estate sold to the extent First Federal Savings & Loan Association of Coffeyville would be able to separately convey at a foreclosure of its security interest in personal property.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that the receiver, Paul E. Baker, is allowed a reasonable receiver's fee in the amount of \$15,000.00; that his attorney, L. K. Smith, is allowed a reasonable attorney's fee in the amount of \$7,500.00; that the co-receiver, Irvine E. Ungerman, is allowed a reasonable receiver's fee in the amount of \$4,000.00; that J. Paul Thieman, Jr. is allowed a reasonable attorney's fee in the amount of \$1,000.00; that Ainslee Perrault, Jr. is allowed a reasonable attorney's fee in the amount of \$4,000.00; that each of said fees should be taxed as costs of this receivership, and the total there-

of shall be allocated in the amount of \$2,738.00 to the mortgage of First Federal Savings & Loan Association of Coffeyville dated September 25, 1962; \$16,939.00 to the mortgage of First Federal Savings & Loan Association of Coffeyville dated June 19, 1963; and \$11,773.00 to the mortgage of First Federal Savings & Loan Association of Coffeyville dated November 16, 1962. That said sums shall draw interest at the rate of 10% per annum from the date hereof, and the same shall be secured by the lien of the respective mortgages to which they are allocated.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the defendant, Finger Furniture Company, Inc., is entitled to the sum of \$15,100.00 for the use of personal property during the receivership of which it was equitable owner, and that such sum should be taxed as a cost of this receivership. That \$13,360.00 of said sum should be allocated to the mortgage of First Federal Savings & Loan Association of Coffeyville dated November 16, 1962, and \$1,740.00 thereof should be allocated to the mortgage of First Federal Savings & Loan Association of Coffeyville dated September 25, 1962; that said sums shall bear interest at the rate of 10% per annum from the date hereof and shall be secured by the lien of the respective mortgages to which they are allocated.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the defendant, General Electric Credit Corporation, is entitled to the sum of \$8,500.00 for the use of personal property and fixtures during this receivership of which it is the equitable owner, and that said sum should be taxed as a cost of this receivership. That \$7,463.00 of said sum should be allocated to the mortgage of First Federal Savings & Loan Association of Coffeyville dated June 19, 1963, and \$1,037.00 of said sum should be allocated to the mortgage of First Federal Savings & Loan Association of Coffeyville dated November 16, 1962. That said sums shall bear interest at the rate of 10% per annum from the date hereof and the same shall be secured by the lien of the respec-

tive mortgages to which the sums are allocated.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant, International Equipment Leasing Corp., shall be entitled to the sum of \$30,000.00 for use of personal property during the course of this receivership in which it was the substantial equitable owner, and that said sum shall be taxed as a cost of this receivership. That said sum shall be allocated to the mortgage of First Federal Savings & Loan Association of Coffeyville dated June 19, 1963, shall bear interest from the date of this Order at the rate of 10% per annum, and shall be secured by the lien of such mortgage.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that all costs of this action which are not otherwise allocated herein to the three mortgages of First Federal Savings & Loan Association of Coffeyville shall be allocated to such mortgages in proportion to their present unpaid principal balances, to-wit: 8.692% to the mortgage dated September 25, 1962, 53.933% to the mortgage dated June 19, 1963, and 37.375% to the mortgage dated November 16, 1962; and said costs so allocated shall also be a judgment against the defendants who are herein liable on each such mortgage.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the plaintiff, Brunswick Corporation, shall be entitled to receive from the receiver the sum of \$2,750.00, representing proceeds from the sale by the receiver of property in which the plaintiff had a security interest, and that said sum, when so paid, shall reduce the unpaid principal balance of the note held by Brunswick Corporation, dated September 1, 1965, executed by Marshall C. Ferrino and Ann Ferrino.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that plaintiff, Brunswick Corporation, have judgment against the defendants, Marshall C. Ferrino and Ann Ferrino, on their note of September 1, 1965, for the sum of \$32,924.23 plus interest thereon from the 1st day of October, 1965, at the rate of 10% per annum plus a reasonable attorney's fee in the amount

37.375% of all moneys the receiver has on hand after deducting from such sums \$3,945.12 allocable to income from Imperial Apartments.

IT IS FURTHER ORDERED, ADJUDGED and DECREED by the Court that the mortgage of First Federal Savings & Loan Association of Coffeyville, dated November 16, 1962, is a first and prior lien upon the following property securing said judgment, to-wit:

The East Half (E/2) of Lots 2 and 3, CANFIELD SUBDIVISION to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded Plat thereof (said property being the same as Lot 2, Block 1, SKELLY DRIVE COURT ADDITION to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded Plat thereof) LESS AND EXCEPT the West 174.34 feet of the North 165 feet of Lot 2, Skelly Drive Court Addition, according to the recorded Plat thereof,

- and -

The East 130 feet of Lot 1, CANFIELD SUBDIVISION to the City of Tulsa, Tulsa County, State of Oklahoma, according to the recorded Plat thereof.

That the mortgage of Brunswick Corporation, dated September 1, 1965, is a valid and subsisting second mortgage lien upon the above property less and except the East 130 feet of Lot 1, CANFIELD SUBDIVISION to the City of Tulsa, and is second only to the foregoing first mortgage of First Federal Savings & Loan Association of Coffeyville, and secures the payment of the principal sum of \$32,924.23 plus interest thereon at the rate of 10% per annum from the 1st day of October, 1965, together with a reasonable attorney's fee in the sum of \$1,250.00. That Roger Clark d/b/a Roger Clark Plumbing Company, has a valid and subsisting materialman's lien against the above property less and except the East 130 feet of Lot 1, CANFIELD SUBDIVISION to the City of Tulsa, in the amount of \$672.14, plus interest, costs and attorney's fees, which lien is inferior to the first mortgage of First Federal Savings & Loan Association of Coffeyville and the second mortgage of Brunswick Corporation.

IT IS FURTHER ORDERED, ADJUDGED and DECREED by the Court that the defendant, First Federal Savings & Loan Association of Coffeyville, have judgment against the defendants, Marshall C.

of \$1,250.00. Further, said judgment shall be credited with the sum of \$2,750.00 received from the receiver.

IT IS FURTHER ORDERED, ADJUDGED and DECREED by the Court that the intervening defendant, Sherman Enix, have judgment against the defendant, Marshall C. Ferrino, in the amount of \$21,578.00, together with interest thereon at the rate of 6% per annum from August 1, 1966, until paid.

IT IS FURTHER ORDERED, ADJUDGED and DECREED by the Court that the defendant, Welbilt Corporation, have judgment against the defendant, Marshall C. Ferrino, in the amount of \$3,578.00, together with interest thereon at the rate of 6% per annum from March 14, 1966, together with a reasonable attorney's fee in the amount of \$350.00.

IT IS FURTHER ORDERED, ADJUDGED and DECREED by the Court that the defendant, First Federal Savings & Loan Association of Coffeyville, have judgment against the defendants, Marshall C. Ferrino, Ann Ferrino, and Colonial Arms Apartments, Inc. on its note dated November 16, 1962, in the amount of \$199,455.96 plus interest in the amount of \$25,929.27, plus interest at the rate of 6½% per annum from the 1st day of June, 1970, until the date of this Order, plus interest at the rate of 10% per annum from the date of this Order until such judgment be paid. Further, said First Federal Savings & Loan Association of Coffeyville is granted judgment against said defendants for the sum of \$10,111.69 for delinquent ad valorem taxes paid, the sum of \$ 40.00 as abstracting expense, the sum of \$8,000.00 as a reasonable attorney's fee, the sum of \$11,773.00 as the allocated share of the receiver's and the attorneys' fees, and the sums of \$1,037.00 and \$13,360.00 as expenses of this receivership incurred for the use of personal property, all said sums to bear interest at the rate of 10% per annum from the date hereof. That said defendants, Marshall C. Ferrino, Ann Ferrino, and Colonial Arms Apartments, Inc., should be credited with

Ferrino, Ann Ferrino, and Colonial Arms Apartments, Inc. on the note executed by said defendants on the 19th day of June, 1963, in the amount of \$287,320.49 plus accrued interest in the amount of \$38,975.70 plus interest at the rate of 6 $\frac{1}{2}$ % per annum from June 1, 1970, until the date of this Order, plus interest at the rate of 10% per annum from the date of this Order until paid. Further, said defendant, First Federal Savings & Loan Association of Coffeyville, shall have judgment in the amount of \$12,423.38 for delinquent ad valorem taxes paid, the sum of \$ 20.00 as abstracting expense, the sum of \$28,732.00 as a reasonable attorney's fee, the sum of \$16,989.00 as the allocated share of the receiver's and attorneys' fees, the sum of \$30,000.00 and \$7,463.00 as compensation for the use of personal property and fixtures, all said sums to bear interest at the rate of 10% per annum from the date hereof until paid. That the defendants, Marshall C. Ferrino, Ann Ferrino, and Colonial Arms Apartments, Inc., should be credited with 53.933% of all moneys the receiver has on hand available for distribution after deducting from such sums \$3,945.12 allocable to income from Imperial Apartments.

IT IS FURTHER ORDERED, ADJUDGED and DECREED by the Court that the mortgage of First Federal Savings & Loan Association of Coffeyville, dated June 19, 1963, is a first and prior lien upon the following property securing said judgment, to-wit:

The South Half (S/2) of Lot 1,
Block 1, SKELLY DRIVE COURT
ADDITION, a Resubdivision of
Lot 3 and part of Lot 2, Can-
field Subdivision, Tulsa County,
State of Oklahoma, according to
the recorded Plat thereof.

That the mortgage of Brunswick Corporation dated September 1, 1965, is a valid and subsisting second mortgage lien upon the above property and is second only to the foregoing first mortgage of First Federal Savings & Loan Association of Coffeyville, and secures the payment of the principal sum of \$32,924.23 plus interest thereon at the rate of 10% per annum from the 1st day

of October, 1965, together with a reasonable attorney's fee in the sum of \$1,250.00. That Roger Clark d/b/a Roger Clark Plumbing Company, has a valid and subsisting materialman's lien against the above property in the amount of \$672.14 plus interest, costs and attorney's fees, which lien is inferior to the first mortgage of First Federal Savings & Loan Association of Coffeyville and the second mortgage of Brunswick Corporation.

IT IS FURTHER ORDERED, ADJUDGED and DECREED by the Court that the defendant, First Federal Savings & Loan Association of Coffeyville, have judgment against the defendants, Marshall C. Ferrino and Ann Ferrino, on their note dated September 25, 1962, for the sum of \$46,382.51 with interest accrued in the amount of \$6,280.97 plus interest thereon at the rate of 6% per annum from the 1st day of June, 1970, until the date hereof, and interest at the rate of 10% per annum thereon from the date hereof. Further, First Federal Savings & Loan Association of Coffeyville shall have judgment against said defendants for the sum of \$2,678.86 paid for delinquent ad valorem taxes, the sum of \$ 35.00 abstracting expense, and the sum of \$3,000.00 as a reasonable attorney's fee, the sum of \$2,738.00 as the allocated share of the costs of receiver's and attorneys' fees, the sum of \$1,740.00 for the use of personal property, all said sums to bear interest at the rate of 10% per annum thereon from the date hereof. That said judgment shall be credited with the sum of \$3,945.12 as income from profitable operations from Imperial Apartments and shall further be credited with 8.692% of all the moneys the receiver may have on hand for distribution over and above said \$3,945.12.

IT IS FURTHER ORDERED, ADJUDGED and DECREED by the Court that the mortgage of First Federal Savings & Loan Association of Coffeyville, dated September 25, 1962, is a first and prior lien upon the following property securing said judgment, to-wit:

A part of Tract 5 in Block 1, OZARK GARDEN FARMS, an Addition to Tulsa, Tulsa County, State of Oklahoma, more particularly described as:

Beginning at the Northeast corner of said Tract 5; Thence West 93.4 feet to a point of beginning; Thence West 74.6 feet; Thence South 164.5 feet; Thence East 74.6 feet; Thence North 164.5 feet to the point of beginning.

That the defendant, L. E. Dunn, has a valid and subsisting judgment and lien against the above property securing the payment of \$75,239.82 plus interest at the rate of 6% per annum from the 20th day of November, 1964, which judgment lien is second and inferior to the first mortgage lien of First Federal Savings & Loan Association of Coffeyville.

That the mortgage of Brunswick Corporation, dated September 1, 1965, constitutes a valid, subsisting mortgage upon the above property subject only to the first mortgage of First Federal Savings & Loan Association of Coffeyville and securing the principal sum of \$32,924.23 plus interest thereon at the rate of 10% per annum from the 1st day of October, 1965, and a reasonable attorney's fee in the sum of \$1,250.00. That the mortgage lien of Brunswick Corporation and the judgment lien of L. E. Dunn are co-equal liens; that any recovery from a foreclosure sale of the above property, which is allocable to such co-equal liens, shall be shared 30% by Brunswick Corporation and 70% by L. E. Dunn until their respective liens have been satisfied. That the defendant, Atlas Fence Company, Inc., has a valid and subsisting judgment lien against the above property in the amount of \$1,289.53 plus interest thereon at the rate of 6% per annum from September 22, 1966, plus \$450.00 attorney's fees and \$50.00 costs, which judgment lien is inferior to the first mortgage lien of First Federal Savings & Loan Association of Coffeyville, the judgment lien of L. E. Dunn, and the mortgage lien of Brunswick Corporation.

IT IS FURTHER ORDERED, ADJUDGED and DECREED by the Court that the three mortgages of First Federal Savings & Loan Association of Coffeyville and the mortgage of Brunswick Corporation are in default, and that, therefore, said mortgages, together with the judgment liens of Roger Clark d/b/a Roger Clark Plumbing Company, L. E. Dunn and Atlas Fence Company, Inc., be foreclosed

upon the respective properties with respect to which they are herein found to be liens.

IT IS FURTHER ORDERED, ADJUDGED and DECREED by the Court that, upon application, a Special Execution and Order of Sale issue by the Clerk of this Court, directing the U. S. Marshal for the Northern District of Oklahoma to levy upon, as upon execution, and to proceed to advertise and sell, with appraisalment, at public sale to the highest bidder, according to law, the following described tracts of real property, to-wit:

TRACT I

The East Half (E/2) of Lots 2 and 3, CANFIELD SUBDIVISION to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded Plat thereof (said property being the same as Lot 2, Block 1, SKELLY DRIVE COURT ADDITION to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded Plat thereof) LESS AND EXCEPT the West 174.34 feet of the North 165 feet of Lot 2, Skelly Drive Court Addition, according to the recorded Plat thereof.

TRACT II

The East 130 feet of Lot 1, CANFIELD SUBDIVISION to the City of Tulsa, Tulsa County, State of Oklahoma, according to the recorded Plat thereof.

TRACT III

The South Half (S/2) of Lot 1, Block 1, SKELLY DRIVE COURT ADDITION, a Resub-division of Lot 3 and part of Lot 2, Canfield Subdivision, Tulsa County, State of Oklahoma, according to the recorded Plat thereof.

TRACT IV

A part of Tract 5 in Block 1, OZARK GARDEN FARMS, an Addition to Tulsa, Tulsa County, State of Oklahoma, more particularly described as: Beginning at the Northeast corner of said Tract 5; Thence West 95.4 feet to a point of beginning; Thence West 74.6 feet; Thence South 164.5 feet; Thence East 74.6 feet; Thence North 164.5 feet to the point of beginning.

That each of the above tracts shall be separately offered and sold; that Tracts I and II comprising the mortgage of First

Federal Savings & Loan Association of Coffeyville, dated November 16, 1962, shall be marshalled; that Tract II shall first be sold prior to Tract I; that after the sale of such Tract II, Tract I may be sold to satisfy the unpaid balance of the judgment and mortgage lien of First Federal Savings & Loan Association of Coffeyville against such tract. That the proceeds of each such sale shall be paid to the Clerk of this Court to be applied separately with respect to each tract sold, as follows:

- FIRST: in payment of the costs of this action and the sale as said costs are herein allocated;
- SECOND: in payment of any unpaid taxes due against the property sold;
- THIRD: in payment of the judgment and lien herein rendered in favor of First Federal Savings & Loan Association of Coffeyville with respect to the property sold; and
- FOURTH: the balance, if any, to the Clerk of this Court to await its further order.

IT IS FURTHER ORDERED, ADJUDGED and DECREED by the Court that upon confirmation of said sale, all the parties herein (except any party purchasing at such sale) shall be forever barred, foreclosed and enjoined from asserting or claiming any right, title, interest, estate or equity of redemption in or to said real estate or any part thereof.



JUDGE OF THE U. S. DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

APPROVED AS TO SUBSTANCE
AND TO FORM:

Attorney for Plaintiff, Brunswick
Corporation

Attorney for Defendant, First Fed-
eral Savings & Loan Association
of Coffeyville

Attorney for Defendant, Finger Fur-
niture Company, Inc.

Attorney for Defendant, International
Equipment Leasing Corp.

Attorney for Defendant, General Elec-
tric Credit Corporation

Attorney for Defendant, L. E. Dunn

Attorney for Defendants, Marshall C.
Ferrino, Ann Ferrino, and Colonial
Arms Apartments, Inc., and Gus
Messina

Attorney for Defendants, Sherman Enix
and Welbilt Corporation

Attorney for Defendant, Roger Clark
d/b/a Roger Clark Plumbing Company

Attorney for Defendant, Atlas Fence
Company, Inc.

Attorney for Receiver, Paul E. Baker

Irvine E. Ungerman, Co-Receiver

MG:bm
5/26/70

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OKLAHOMA.

AMERICAN BILTRITE RUBBER CO., INC.,
BOSTON WOVEN HOSE & RUBBER DIVISION,
a corporation,

Plaintiff.

vs.

THE HAPPY COMPANY, INC., a corporation,

Defendant.

Civil Action
No. 70-C-37

FILED

JUN - 5 1970

J. L. Baker CLERK
U. S. DISTRICT COURT

ORDER CONFIRMING SALE

NOW, on this 4th day of May, 1970, there came on for hearing before the United States District Judge, Allen E. Barrow, Receiver's Report of Sale of assets located at the debtors place of business in Ft. Smith, Arkansas, and the Court having considered the Receiver's Report finds that said report should be confirmed in all respects and the Receiver, Robert E. Baker, is hereto authorized and directed to turn over to The Unlaub Co., Inc. certain assets as shown in Receiver's Report of sale free and clear of any liens, claims and demands.

IT IS, THEREFORE, ORDERED BY THIS COURT that the Receiver's Report of Sale to The Unlaub Co., Inc. of the assets located at the Ft. Smith store of the above named defendant is hereby confirmed in all respects and that the Receiver is hereby authorized and directed to turn over all of the assets as shown in Receiver's Report for the sum of \$10,693.06.

Allen E. Barrow
United States District Judge.

LAW OFFICES
UNGERMAN,
GRABEL,
UNGERMAN
& LEITER

SIXTH FLOOR
WRIGHT BUILDING
TULSA, OKLAHOMA

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,)	
)	
Plaintiff,	)	CIVIL ACTION NO. 68-C-205
vs.	)	Tracts Nos. 423-1
	)	423-2
174.68 Acres of Land, More or Less,	)	423-3
Situate in Rogers County, State of	)	423E-1
Oklahoma, and Hellen M. Sleep, et	)	423E-2
al and Unknown Owners,	)	423E-3
	)	423E-4
Defendants.)	

FILED

JUN 1 1970

John H. Poe CLERK
U. S. DISTRICT COURT

J U D G M E N T

1.

Now, on this 11 day of June, 1970, this matter comes on for disposition on application of the plaintiff, United States of America, for entry of judgment on the Report of Commissioners, filed herein on May 5, 1970, and the Court, after having examined the files in this action and being advised by counsel for the plaintiff, finds that:

2.

The Court has jurisdiction of the parties and the subject matter of this action.

3.

This judgment applies only to the estates taken in the tracts enumerated in the caption above, as such estates and tracts are described in the Complaint and Declaration of Taking filed herein.

4.

Service of process has been perfected either personally or by publication notice as provided by Rule 71A of Federal Rules of Civil Procedure on all persons who are interested in subject tracts.

5.

The Acts of Congress set out in paragraph 2 of the Complaint filed herein give the United States of America the right, power, and authority to condemn for public use the subject tracts of land. Pursuant thereto, on August 20, 1963, the United States of America filed its Declaration of Taking of such tracts of land, and title to the estates taken in such tracts should be vested in the United States of America, as of the date of filing such instrument.

6.

Simultaneously with the filing of the Declaration of Taking, there was deposited in the Registry of this Court as estimated compensation for the taking of the described estates in subject tracts, a certain sum of money, part of which has been disbursed, as set out in paragraph 11 below.

7.

The Report of Commissioners, filed herein on May 5, 1970, is hereby accepted and adopted as a finding of fact as to all tracts covered by such report. The amount of just compensation as to subject tracts, as fixed by the Commission, is set out in paragraph 11 below.

8.

A deficiency exists between the amount deposited as estimated just compensation for subject tracts and the amount fixed by the Commission and the Court as just compensation, and a sum of money sufficient to cover such deficiency should be deposited by the Government. This deficiency is set out in paragraph 11 below.

9.

The defendants named in paragraph 11 as owners of subject tracts are the only defendants asserting any interest in the estates condemned herein, all other defendants having either disclaimed or defaulted. The named defendants are the owners of the estates condemned herein in the subject tracts and as such, are entitled to receive the award of just compensation.

10.

It Is, Therefore, ORDERED, ADJUDGED, AND DECREED that the United States of America has the right, power, and authority to condemn for public use the subject tracts described in paragraph 3 herein, and such property, to the extent of the estates indicated and for the uses and purposes described in the Declaration of Taking filed herein, is condemned, and title thereto is vested in the United States of America as of the date of filing the Declaration of Taking, and all defendants herein and all other persons are barred forever from asserting any claim thereto.

11.

It Is Further ORDERED, ADJUDGED, AND DECREED that the right to just compensation for the estates taken herein in subject tracts is vested

in the defendants whose names appear below in this paragraph. The Report of Commissioners of May 5, 1970, is hereby confirmed and the sum therein fixed is adopted as the award of just compensation for subject tracts as shown by the following schedule:

TRACTS NOS. 423-1, 423-2, 423-3, 423E-1, 423E-2
423E-3 and 423E-4, INCL.

Owners: Hellen M. Slemp, Hellen M. Slemp, Trustee, Annelle Slemp Lanford, Trustee, and A. H. Slemp, Jr., Trustee, jointly

Award of just compensation pursuant to Commissioners' Report - - - -	\$95,647.00	\$95,647.00
Deposited as estimated compensation - - - - -		92,500.00
Disbursed to owners - - - - -	91,633.00	
Balance due to owners - - - - -	\$ 4,014.00 plus interest	
Deposit deficiency - - - - -		\$ 3,147.00

12.

It Is Further ORDERED, ADJUDGED, AND DECREED that the United States of America shall pay into the Registry of this Court for the benefit of the landowners the deposit deficiency for subject tracts, as shown in paragraph 11, together with interest on such deficiency at the rate of six per cent (6%) per annum from August 20, 1968, until the date of deposit of such deficiency sum; and such sum shall be placed in the deposit for subject tracts in this civil action. The Clerk of this Court then shall disburse from the deposit for the subject tracts to Hellen M. Slemp, Hellen M. Slemp, Trustee, Annelle Slemp Lanford, Trustee, and A. H. Slemp, Trustee, jointly, the sum of \$4,014.00 plus all accrued interest on the deposit deficiency.

Fred Dougherty

UNITED STATES DISTRICT JUDGE

APPROVED:

Frank E. McAnear
Frank E. McAnear
Attorney, Department of Justice
Washington, D. C. 20530

IN THE UNITED STATES DISTRICT COURT
IN AND FOR THE NORTHERN DISTRICT OF CALIFORNIA

KENDALL L. PATRICK (and BILLY
RUTH PATRICK, husband and wife,

Plaintiffs,

vs.

HOME FEDERAL SAVINGS AND LOAN
ASSOCIATION OF OKLAHOMA, a
resident corporation,

Defendant.

No. 89-C-119

ORDER ALLOWING DISMISSAL WITHOUT PREJUDICE
UPON THE STIPULATED MOTION FOR DISMISSAL
BETWEEN CHAMBERLAIN AND ALLEN

Upon stipulation of the parties in the above case that the above
entitled action be dismissed, and that it be without prejudice:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the
complaint of the plaintiffs and the counterclaim of the defendant be
dismissed without prejudice with costs to the defendant.

DATED this _____ day of _____, 1989.

U.S. District Court

U.S. District Court

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT
OF OKLAHOMA

WILLIAM J. McPARTLAND,)
)
 Plaintiff,)
)
 vs.)
)
 BERKSHIRE LIFE INSURANCE)
 COMPANY, a corporation,)
)
 Defendant.)

No. 69-C-184 ✓

FILED

JUN 11 1970

CLERK
U. S. DISTRICT COURT *h*

DISMISSAL WITH PREJUDICE

Comes now William J. McPartland, plaintiff herein, and dismisses
the above styled lawsuit with prejudice to a future refiling thereof.

William J. McPartland

By *C. Rabon Martin*
C. Rabon Martin
Crowe & Thieman
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on the 12 day of June, 1970,
I mailed a true and exact copy of the above Dismissal with Prejudice to the
attorney of record for defendant, Charles P. Gotwals, Jr., Fourth National
Building, Tulsa, Oklahoma.

C. Rabon Martin
C. Rabon Martin

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

Civil No. 70-C-46

Kenneth Edward Baysinger and
Marcia Ann Baysinger, William A.
Kays and Vera C. Kays, and Alton
Eugene Van Aernam and Mary Margaret
Van Aernam,

Defendants.

FILED

JUN 11 1970

CLERK
U.S. DISTRICT COURT

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 10 day of June, 1970. The defendants, Kenneth Edward Baysinger and Marcia Ann Baysinger, William A. Kays and Vera C. Kays, and Alton Eugene Van Aernam and Mary Margaret Van Aernam, appearing not.

The Court being fully advised and having examined the file herein finds that legal service by publication was made upon the defendants, Kenneth Edward Baysinger and Marcia Ann Baysinger, and Alton Eugene Van Aernam and Mary Margaret Van Aernam, as appears by Proof of Publication filed herein on June 9, 1970, and personal service was made on the defendants, Willard A. Kays and Vera C. Kays, in this state, on February 13, 1970, requiring them to answer the complaint filed herein not more than twenty (20) days after service of summons, and it appearing that said defendants have failed to file an answer herein and their default has been entered by the Clerk of this Court; and

The Court further finds that this is a suit based upon a mortgage note and foreclosure on a real property mortgage securing said mortgage note on the following described real property located in Tulsa, Tulsa County, Oklahoma, within the Northern Judicial District of Oklahoma:

Lot Two (2), Block Seventeen (17), Valley View Acres Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof;

The Court further finds that the material allegation of Plaintiff's Complaint are true and correct;

That the defendants, Kenneth Edward Baysinger and Marcia Ann Baysinger, did, on September 16, 1966, execute and deliver to the Administrator of Veterans Affairs, their mortgage and mortgage note for the sum of \$9,500.00, with interest thereon at the rate of 6% per annum and further providing for the payment of monthly installments of principal and interest; and

It further appears that the defendants, Willard A. Kays and Vera C. Kays, have or claim some right, title, or interest in and to the premises herein being foreclosed by reason of a Warranty Deed, dated September 30, 1966, and filed of record in the Office of the County Clerk of Tulsa County, Oklahoma, in Book 3776, Page 593, on November 23, 1966, but in this regard, plaintiff states that whatever right, title, or interest the defendants, Willard A. Kays and Vera C. Kays, have in and to said property being foreclosed herein is junior and inferior to the first mortgage lien of this plaintiff; and

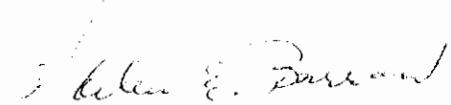
It further appears that the defendants, Alton Eugene Van Aernam and Mary Margaret Van Aernam, have or claim some right, title, or interest in and to the premises herein being foreclosed by reason of a General Warranty Deed, dated October 2, 1968, and filed of record in the Office of the County Clerk of Tulsa County, Oklahoma, in Book 3964, Page 1544, on October 3, 1968, but in this regard, plaintiff states that whatever right, title or interest the defendants, Alton Eugene Van Aernam and Mary Margaret Van Aernam, have in and to said property being foreclosed herein is junior and inferior to the first mortgage lien of this plaintiff; and

It further appears that the defendants, Kenneth Edward Baysinger and Marcia Ann Baysinger, Willard A. Kays and Vera C. Kays, and Alton Eugene Van Aernam and Mary Margaret Van Aernam, made default under the terms of the aforesaid mortgage note and mortgage by reason of their failure to make monthly installments due thereon on June 1, 1969, which default has continued and that by reason thereof the defendants are now indebted to the Plaintiff in the sum of \$9,313.71, as unpaid principal, with interest thereon at the rate of 6% per annum from June 1, 1969, until paid, plus the cost of this action accrued and accruing.

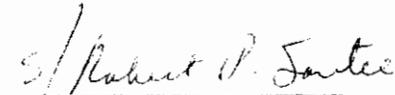
IT IS THEREFORE ORDERED, ADJUDGED and DECREED that the Plaintiff, United States of America, have and recover judgment against the defendants, Kenneth Edward Baysinger and Marcia Ann Baysinger, Willard A. Kays and Vera C. Kays, and Alton Eugene Van Aernam and Mary Margaret Van Aernam, for the sum of \$9,313.71, with interest at the rate of Six (6) per cent per annum from June 1, 1969, until paid, plus the cost of this action accrued and accruing, plus the sum of \$24.00 expended for Abstracting Fees, and the sum of \$7.50 expended for the preservation of property; and

IT IS FURTHER ORDERED, ADJUDGED and DECREED that upon failure of the defendants to satisfy Plaintiff's money judgment herein, an Order of Sale shall issue to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell, with appraisement, the above-described real property and apply the proceeds thereof in satisfaction of Plaintiff's judgment. The residue, if any, to be deposited with the Clerk of the Court to await further order of the Court.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that from and after the sale of said property, under and by virtue of this judgment and decree, the defendants and each of them and all persons claiming under them since the filing of the complaint herein be and they are forever barred and foreclosed of any right, title, interest or claim in or to the real property or any part thereof.


HELEN E. BUREAU
UNITED STATES DISTRICT JUDGE

APPROVED:


ROBERT P. HAWTEE
Assistant U. S. Attorney

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

SECURITIES AND EXCHANGE COMMISSION,]
]
 Plaintiff,]
]
 vs.]
]
 OIL FIELD DRILLING COMPANY, an Oklahoma]
 Corporation, PETROLEUM EQUIPMENT LEASING]
 COMPANY, an Oklahoma Corporation, GAS]
 TRANSMISSION ORGANIZATION, INC., a Texas]
 Corporation, FRED G. LUKE, BARRY KRUG,]
 Individually and d/b/a Alpha-Omega,]
 ALVIN L. BAWKS, ROBERT TEMP,]
]
 Defendants.]
]

FILED
JUN 11 1970
John H. Poe CLERK
U. S. DISTRICT COURT
No. CA 70-C-93
Civil

ORDER FOR TRANSFER OF VENUE

The Defendants, Bernard T. Krug and Robert Temp, having moved for an Order of this Court transferring the venue of this cause to the United States District Court for the Northern District of California, and said Motion having duly come to be heard on this 11th day of June, 1970; and the Court having considered the Memorandum of Points and Authorities in support of the Defendants' Motion to Transfer and having received the response of the Plaintiff to the Motion to Transfer, including the Plaintiff's Stipulation to the transfer of the cause on grounds set forth in Section 1404(a) of Title 28, United States Code, and this Court being fully advised; and it appearing to this Court that the Defendants' Motion for Transfer of Venue should be granted for the convenience of the parties and witnesses and in the interest of justice as provided in Section 1404(a) of Title 28, United States Code,

IT IS ORDERED, ADJUDGED AND DECREED that this action be transferred from the United States District Court for the Northern District of Oklahoma to the United States District Court for the Northern District of California.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Clerk of this United States District Court for the Northern District of Oklahoma be and he hereby is directed to transfer all records and papers in this action to the Clerk of the United States District Court for the Northern District of California together with a certified copy of this Order.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the time for the Defendants, Bernard T. Krug and Robert Temp to plead or answer be and the same is hereby extended to twenty (20) days after the transfer to the United States District Court for the Northern District of California has been effected.

DATED: June 11, 1970



JUDGE OF THE UNITED STATES DISTRICT COURT

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

WILLIAM J. McPARTLAND,)
)
 Plaintiff,)
)
 vs.)
)
 BERKSHIRE LIFE INSURANCE)
 COMPANY, a corporation,)
)
 Defendant.)

No. 69-C-184

FILED

JUN 12 1970

J. H. ... CLERK
U. S. DISTRICT COURT

DISMISSAL WITH PREJUDICE OF CROSS-COMPLAINT

Comes now Berkshire Life Insurance Company, defendant
and cross-claimant, and hereby dismisses its Cross-Complaint in the
above entitled action with prejudice.

Charles P. ...

For GABLE, GOTWALS, HAYS, RUBIN & FOX
Attorneys for Berkshire Life Insurance Company,
Defendant and Cross-Claimant

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

W. G. BOUTELL and CARL ARTHUR MILER)
)
 Plaintiffs,)
 vs.) No. 69-C-215
)
 WARREN VOLK and WILSON-VOLK, INC.,)
)
 Defendants.)

FILED

JUN 12 1970

J U D G M E N T

CLERK
U. S. DISTRICT COURT

Now on this 12th day of May, 1970, the above stated case coming on regularly to be heard, after consideration of all the evidence of both parties and the arguments of counsel for both parties, orally and by brief, and after all due proceedings, and the findings of fact and conclusions of law, it is ordered, adjudged and decreed as follows:

First: That Claim 6 of the United States Letters Patent No. 2,674,957, which was granted to Carl Arthur Miler, of Portland, Oregon, on April 13, 1954, for an amusement device running on tracks, is invalid and void.

Second: Because the claim is invalid the defendant, Wilson-Volk, Inc., does not infringe upon Claim No. 6 of United States Letters Patent No. 2,674,957, by the sales and public use of an amusement device running on tracks known as the "Galaxie".

Third: That the complaint be dismissed at plaintiff's cost.

Dated this 11th day of June, 1970.

Ruth B. Bohannon
United States District Judge

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT
OF OKLAHOMA

FRATES PROPERTIES, INC., a corporation)
and JOHANNA I. FRATES, Trustee for the)
Benefit of RAMONA M. FRATES, JOSEPH A.)
FRATES, IV and STEPHEN I. FRATES;)

Plaintiffs)

vs.)

Civil No. 6631)

COMMUNITY NATIONAL LIFE INSURANCE)
COMPANY, JIMMIE J. RYAN, WILLIAM F.)
POULOS and the NATIONAL BANK OF)
COMMERCE OF TULSA, a National Banking)
Association,)

Defendants)

FILED

JUN 15 1970

CLERK
U. S. DISTRICT COURT

JUDGMENT

On this 15 day of June, 1970, the above entitled action comes on for hearing the Special Master's Report and the amendment thereto and the Plaintiff's Motion for Summary Judgment. The Plaintiffs appearing by their Counsel of record, F. Paul Thieman, Jr., the Defendants Community National Life Insurance Company (Community) and Joe B. Hunt, Insurance Commissioner of the State of Oklahoma, and Receiver of Community National Life Insurance Company (The Receiver) appearing by their Counsel of record L. K. Smith and Dickson M. Saunders, and remaining defendants Jimmie J. Ryan, William F. Poulos, and the National Bank of Commerce, also appearing by their respective Counsel of record, whereupon the Court having duly considered the Special Master's Reports, the Plaintiff's motion for summary judgment, the briefs, oral argument and statement of Counsel and being otherwise fully and sufficiently advised in the premises:

IT IS ORDERED

1. The report of the Special Master and the amendment thereto is hereby accepted and approved, except as the same may be modified by this order.

2. That Plaintiff's Motion for Summary Judgment for a decree of specific performance of an agreement of compromise and settlement as set forth in the third defense to the amended answer of Community and The Receiver be and the same is hereby sustained.

3. That Community and The Receiver duly execute and deliver to the Plaintiff, Frates Properties, Inc., appropriate deeds conveying all of their right, title, interest and equity in and to the following described real estate, together with any and all improvements located thereon and all of the appurtenances thereunto appertaining, to-wit:

- a. The South 7,366 feet of Tracts 68, 69, 70, 72 and 73; Tract 74 except the North 14, 194 feet; the East 470 feet of Tract 75 except the North 14, 194 feet; the South 1500 feet of the West 673 feet of Tract 75; the South 1500 feet of Tract 76, all of the 1913 Survey of San Pedro Lands, according to the Map thereof filed for record April 28, 1915 under Reception No. 13803, Costilla County records; excepting from the above described property the land described in the following deeds, recorded in Book 137 at Page 85, Book 78 at Page 358 and Book 100, Page 108;

Tracts 27, 28, 29 and 71 of the 1913 Survey of San Pedro Lands according to the Map thereof filed for record April 28, 1915, under Reception No. 13803, in Costilla County;

Lots 1 and 2 of Tract 26 of the 1913 Survey of the San Pedro Lands, according to the Map thereof filed April 28, 1915, under Reception No. 13803, same lying and being in parts of Sections 25, 26 and 36 in Township 2 North, Range 72 West of the Sixth Principal Meridian, according to the Costilla Estates Survey, so-called, said Lot 1 being also described as follows:

Beginning at a point from whence the Southeast corner of Section 25, Township 3 North, Range 72 West of the Sixth Principal Meridian, bears South $28^{\circ} 4'$ East 5152 feet; thence South $17^{\circ} 22'$ West 1717.2 feet; thence North $72^{\circ} 28'$ West 3148 feet; thence North $17^{\circ} 22'$ East 2040 feet; thence South $72^{\circ} 38'$ East 1430 feet; thence South $52^{\circ} 36'$ East 752.3 feet; thence South $70^{\circ} 19'$ East to point of beginning, containing 135.86 acres, more or less;

Together with all water and water rights, ditches and ditch rights and rights-of-way appurtenant to or used in connection with the above described property, including, but not by way of limitation, 4.287 cubic feet of water per second of time from the Cerro Ditch, Priority No. 11, and a prorata interest in the Cerro Ditch; all of the above described property being located in Costilla County, State of Colorado.

b. All of Sections 19, 20, 21, 28, 29, 30 and the $S\frac{1}{2}$ of Section 27, the $N\frac{1}{2}$, and the $SW\frac{1}{4}$, and the $N\frac{1}{2} SE\frac{1}{4}$ of Section 31, and the $N\frac{1}{2} N\frac{1}{2}$ of Section 33, all located in Township 27 South, Range 60 West, of the Sixth Principal Meridian, and

The $N\frac{1}{2}$, and the $N\frac{1}{2}SW\frac{1}{4}$, and the $SE\frac{1}{4}$ of Section 24, and the $NE\frac{1}{4}$, and the $E\frac{1}{2} NW\frac{1}{4}$, and the $SE\frac{1}{4}$ of Section 25, all located in Township 27 South, Range 61 West, of the Sixth Principal Meridian, and

All of Section 1, and the $E\frac{1}{2}$ of the $E\frac{1}{2}$ of Section 2, and the $N\frac{1}{2}$ of the $N\frac{1}{2}$ of Section 12, all being located in Township 28 South, Range 61 West of the Sixth Principal Meridian;

All of the above described real estate being located in Las Animas County, Colorado, and containing 7240 acres more or less.

4. That in the event either The Receiver or Community should fail to execute and deliver said deeds to the above described real estate within 5 days from the date of this order, this Judgment shall operate as a transfer and deed to Frates Properties, Inc., of all the right, title, interest and equity of Community and The Receiver, in and to the above described real estate, the improvements thereon and the appurtenances thereto.

5. That The Receiver is hereby ordered to pay unto Frates Properties, Inc., the sum of \$ 2512.17 under the following agreements and stipulation of Counsel for Community, The Receiver and Frates Properties, Inc.

- a. That Community and The Receiver have paid in full all of the real estate taxes due and owing on the above described real estate for the years 1968 and 1969.
- b. That all matured payments of principal and interest due on the notes which are secured by Deeds of Trust covering the real estate described in Paragraphs 3(a) and (b) hereof have been paid and the same are not in default at the present time. Said Deeds of Trust are as follows:

Costilla County, Colorado Property; Deed of Trust executed by Otis Jenkins securing Powell-Roach Company dated September 12, 1968 and recorded September 25, 1968 in Book 190 at Page 1031 of the records of the Recorder of Costilla, Colorado, securing the sum of \$62,000.00. Las Animas County, Colorado Property; Deed of Trust dated September 12, 1968, recorded September 13, 1968,

Book 717, Page 66 of the records of the Clerk and Recorder of Las Animas County, Colorado to secure a note payable to B. James Jokerest and Carol O. Jokerest in the amount of \$118,000.00.

- c. That there are no other liens or encumbrances upon the above described real estate created by Community, The Receiver or either of them, it being understood and agreed that the above described real estate is free of all liens and encumbrances except those specified above.
- d. That any and all rents received or accruing to Community or The Receiver from the above described real estate shall inure for the benefit of Frates Properties, Inc., and shall belong to Frates Properties, Inc.
- e. That The Receiver shall pay any required revenue stamps to transfer the above described real estate to Frates Properties, Inc.
- f. That no one is in possession of the above described real estate claiming an adverse interest to Community or The Receiver.
- g. The Receiver and Community shall surrender to Frates Properties, Inc. any abstracts of title covering the above described property, which they have in their possession or control.

6. This Court retains jurisdiction to resolve any dispute between Community, The Receiver, and Frates Properties, Inc., with respect to the matters as set forth in the above Paragraph 5.

7. That the title to the following described real estate is hereby vested in The Receiver, free and clear of any rights, liens, claims and demands of the Plaintiffs, to-wit:

The following described real property located in the City of Tulsa, County of Tulsa, State of Oklahoma, to-wit:

Lots 5 and 6 and the southerly 25 feet of Lot 7, Block 106, original townsite of the City of Tulsa, according to the recorded plat thereof, together with the improvements thereon, commonly referred to as the "Daniel Building", "Simmons Building" and "Commonwealth Building", and

That portion of the alley situated and lying between Lots 4 and 5, in Block 106, of the Original Town of Tulsa, Oklahoma, being contiguous to the Southerly 90 feet of the easterly boundary of said Lot 5, described as follows, to-wit:

Commencing at the southeasterly corner of Lot 5 in Block 106, Original Town, Tulsa, Oklahoma; thence in a northerly direction along the easterly line of said Lot 5, a distance of 90 feet to a point; thence 90 degrees to the right, a distance of 0.2 feet to a point; thence in a southerly direction along a straight line to a point on the easterly production of the southerly line of said Lot 5, said point being 0.3 feet easterly from the southeasterly corner of said Lot 5; thence westerly along the said easterly production of the southerly line of said Lot 5, a distance of 0.3 feet to the southeasterly corner of said Lot 5, and point of beginning; the same being the property vacated by Ordinance #4794 of the City of Tulsa, Oklahoma on the 18th day of June, 1943,

provided, however, that The Receiver or Community pay and discharge all notes as they mature which are secured by mortgages of record against said real estate on which the Plaintiffs or either of them may be personally liable.

8. That Plaintiff's complaint against Community and The Receiver is hereby dismissed with prejudice to any future action or actions.

9. The Plaintiffs shall surrender to The Receiver for cancellation the 62,000 shares of Community National Life Insurance Company Class "A" non voting stock, which the Plaintiffs received from Community in exchange for the real estate described in Paragraph 7 hereof. That such stock so surrendered shall not be re-issued nor exchanged for any stock issued by Community. This Court retains jurisdiction of this case for the purpose of enforcing the provisions of this Paragraph.

10. That the claim of Jimmie J. Ryan for judgment over and against Community is hereby denied.

11. That Plaintiff's complaint against the defendants William F. Poulos, Jimmie J. Ryan and the National Bank of Commerce be and the same is hereby dismissed.

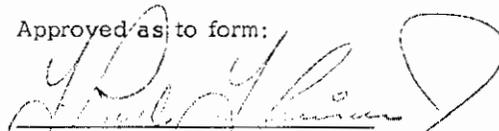
12. That the Special Master Irvine E. Ungerman be and he is hereby allowed a fee in the amount of \$2,500.00 plus expense of \$68.00, and the same are hereby taxed as part of the costs of this action. That

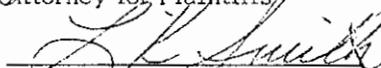
the Plaintiffs shall pay one-half of the costs of the action and The Receiver and Community jointly shall pay one-half of the costs of the action.

Done in Open Court at Tulsa, Oklahoma, the day and year first above written.

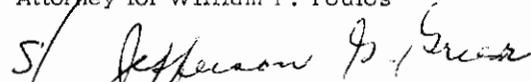

Allen E. Barrow,
United States District Judge

Approved as to form:


Attorney for Plaintiffs


Attorney for Community
and The Receiver

Attorney for William F. Poulos


Attorney for Jimmie J. Ryan


Attorney for National Bank
of Commerce

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,)
)
 Plaintiff,)
)
 vs.)
)
 144.73 Acres of Land, More or Less,)
 Situate in Tulsa County, State of)
 Oklahoma, and The Sand Springs)
 Home, et al, and Unknown Owners,)
)
 Defendants.)

CIVIL ACTION NO. 70-C-61

Tracts Nos. 5017, 5017E-4,
5017E-5, 5017E-6,
5017E-7, 5017E-8

FILED

JUN 15 1970

John H. Poe CLERK
U. S. DISTRICT COURT

J U D G M E N T

1.

Now on this 15 day of June, 1970, this matter comes on for disposition on application of the plaintiff, United States of America, for entry of Judgment on four (4) option contracts, wherein the owners have agreed upon the amount of just compensation, and the Court, after having examined the files in this action and being advised by counsel for plaintiff finds:

2.

This Judgment applies only to the estates condemned in the tracts enumerated in the caption above, as such estates and tracts are described in the Complaint and the Declaration of Taking filed herein.

3.

The Court has jurisdiction of the parties and the subject matter of this action.

4.

Service of Process has been perfected either personally or by publication notice as provided by Rule 71A of the Federal Rules of Civil Procedure on all parties defendant in this cause who are interested in the subject property.

5.

The Acts of Congress set out in paragraph 2 of the Complaint herein give the United States of America the right, power and authority to condemn for public use the estate described in paragraph 2 herein. Pursuant thereto on February 26, 1970, the United States of America filed its Declaration of Taking of such described property, and title

to the described estates in such property should be vested in the United States of America as of the date of filing the Declaration of Taking.

6.

On filing of the Declaration of Taking, there was deposited in the Registry of this Court as estimated compensation for the taking of certain estates in the subject tracts, a certain sum of money, and all of this deposit has been disbursed, as set out in paragraph 11 below.

7.

On the date of taking in this action, the owner of the estates taken in the subject tracts was the defendant whose name is shown in paragraph 11 below. Such named defendant is the only person asserting any interest in the estates taken in such tracts, all other persons having either disclaimed or defaulted, and such named defendant is entitled to receive the just compensation for the estates taken in these tracts.

8.

The former owner of the subject tracts and the United States of America have executed four (4) option contracts, each designated as "Offer to Sell Real Property," as alleged in the Complaint, wherein they have agreed that just compensation for the estates condemned in subject tracts is in the amount shown as compensation in paragraph 11, and such option contracts should be approved.

9.

It Is, Therefore, ORDERED, ADJUDGED AND DECREED that the United States of America has the right, power, and authority to condemn for public use the subject tracts, as such tracts are particularly described in the Declaration of Taking filed herein; and such tracts, to the extent of the estate described in such Declaration of Taking filed herein, are condemned, and title thereto is vested in the United States of America, as of the date of filing the Declaration of Taking, and all defendants herein and all other persons are forever barred from asserting any claim thereto.

10.

It Is Further ORDERED, ADJUDGED AND DECREED that on the date of taking, the owner of the estates condemned herein in the subject tracts

was the party whose name appears below in paragraph 11, and the right to just compensation for the estates taken herein in these tracts is vested in the party so named.

11.

It Is Further ORDERED, ADJUDGED and DECREED that the option contracts, mentioned in paragraph 8 above, hereby are confirmed; and the sum therein fixed is adopted as the award of just compensation for the estates condemned in subject tracts as follows:

TRACTS NOS. 5017, 5017E-4, 5017E-5,
5017E-6, 5017E-7 and 5017E-8,
Incl.

Owner:

Sand Springs Home

Award of just compensation pursuant to option contracts - - -	\$40,000.00
Deposited as estimated compensation - - - - -	40,000.00
Disbursed to Owner - - - - -	<u>\$40,000.00</u>

Allen E. Barrow
UNITED STATES DISTRICT JUDGE

APPROVED:

Frank E. McAnear
Frank E. McAnear, Attorney
Department of Justice

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

Civil No. 70-C-103

Arthur J. Pannell d/b/a King Attyhur's
Court, and Edna Pannell, his wife,

Defendants.

FILED

JUN 15 1970

Robert P. Santee
CLERK
U.S. DISTRICT COURT

NOTICE OF DISMISSAL

COMES NOW the United States of America, by and through
its Attorney, Robert P. Santee, Assistant United States Attorney for
the Northern District of Oklahoma, and hereby gives its Notice of
Dismissal of this cause, without prejudice.

Dated this 15th day of June, 1970.

UNITED STATES OF AMERICA

NATHAN G. GRAHAM
United States Attorney

s/ Robert P. Santee

ROBERT P. SANTEE
Assistant U. S. Attorney
Rm. 460, U. S. Courthouse
Tulsa, Oklahoma

CERTIFICATE OF MAILING

I hereby certify that a true and correct copy of the above and
foregoing Notice of Dismissal was mailed to: Arthur J. Pannell and
Edna Pannell, 1715 North Peoria, Tulsa, Oklahoma, with postage prepaid
thereon, on this 15th day of June 1970.

s/ Robert P. Santee
Robert P. Santee

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA.

United States of America,

Plaintiff,

vs.

Lloyd A. Berryhill and
Artie C. Berryhill,

Defendants.

Civil No. 70-C-142

FILED

JUN 15 1970

John H. ~~FILE~~

CLERK

U. S. DISTRICT COURT

JUDGMENT ON FORECLOSURE

THIS MATTER COMES on for consideration this 14th day of June, 1970. The defendants, Lloyd A. Berryhill and Artie C. Berryhill, appearing not.

The Court being fully advised and having examined the file herein finds that due and legal personal service of summons has been made on the defendants, Lloyd A. Berryhill and Artie C. Berryhill, in this state, on May 8, 1970, requiring them to answer the complaint filed herein not more than twenty (20) days after service of summons, and it appearing that said defendants have failed to file an answer herein and their default has been entered by the Clerk of this Court; and

The Court further finds that this is a suit based upon a mortgage note and foreclosure on a real property mortgage securing said mortgage note on the following described real property located in Tulsa, Tulsa County, Oklahoma, within the Northern Judicial District of Oklahoma:

Lot Twenty (20), Block Two (2), Lakeview Heights Second Addition to the City of Tulsa, County of Tulsa, State of Oklahoma, according to the recorded Plat thereof;

The Court further finds that the material allegations of Plaintiff's Complaint are true and correct;

That the defendants, Lloyd A. Berryhill and Artie C. Berryhill, did, on September 20, 1968, execute and deliver to the Administrator of Veterans Affairs, their mortgage and mortgage note for the sum of \$8,500.00, with interest thereon at the rate of 7% per annum and further providing for the payment of monthly installments of principal and interest; and

It further appears that the defendants, Lloyd A. Berryhill and Artie C. Berryhill, were default under the terms of the aforesaid mortgage note and mortgage by reason of their failure to make monthly installments due thereon on August 21, 1969, which default has continued and that by

reason thereof the defendants are now indebted to the Plaintiff in the sum of \$6,404.23, as unpaid principal, with interest thereon at the rate of 7% per annum from August 21, 1969, until paid, plus the cost of this action accrued and accruing.

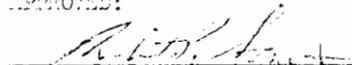
IT IS HEREBY ORDERED, ADJUDGED and DECREED that the Plaintiff, United States of America, have and recover judgment against the defendants, Lloyd A. Berryhill and Artie C. Berryhill, for the sum of \$6,404.23, with interest thereon at the rate of 7% per annum from August 21, 1969, until paid, plus the cost of this action accrued and accruing, plus \$22.00 expended for abstracting fees.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that upon failure of the defendants to satisfy Plaintiff's money judgment herein, an Order of Sale shall issue to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell, with appraisement, the above-described real property and apply the proceeds thereof in satisfaction of Plaintiff's judgment. The residue, if any, to be deposited with the Clerk of this Court to await further order of the Court.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that from and after the sale of said property, under and by virtue of this judgment and decree, the defendants and each of them and all persons claiming under them since the filing of the complaint herein be and they are forever barred and foreclosed of any right, title, interest or claim in or to the real property or any part thereof.


UNITED STATES DISTRICT JUDGE

APPROVED:


ROBERT P. CARTER
Assistant U. S. Attorney

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

George Bumphus, Jr. and Rose L.
(Laverne) Bumphus, and Timeplan
Corporation,

Defendants.

Civil No. 70-8-143

FILED

JUN 15 1970

John E. ...

CLERK
U. S. DISTRICT COURT

JUDGMENT ON FORECLOSURE

THIS MATTER COMES on for consideration this 15th day of June, 1970. The defendants, George Bumphus, Jr. and Rose L. (Laverne) Bumphus, and Timeplan Corporation, appearing not.

The Court being fully advised and having examined the file herein finds that personal service was made on the defendants, George Bumphus, Jr. and Rose L. (Laverne) Bumphus, and Timeplan Corporation, in this state, on May 7, 1970, and May 8, 1970, respectively, requiring them to answer the complaint filed herein not more than (20) twenty days after service of summons, and it appearing that said defendants have failed to file an answer herein and their default has been entered by the Clerk of this Court; and

The Court further finds that this is a suit based upon a mortgage note and foreclosure on a real property mortgage securing said mortgage note on the following described real property located in Tulsa, Tulsa County, Oklahoma, within the Northern Judicial District of Oklahoma:

Lot Seven (7), Block Five (5), Suburban Acres
Second Addition to the City of Tulsa, Tulsa
County, State of Oklahoma, according to the
recorded plat thereof;

The Court further finds that the material allegations of Plaintiff's Complaint are true and correct;

That the defendants, George Bumphus, Jr. and Rose L. Bumphus, did, on September 4, 1968, execute and deliver to the Administrator of Veterans Affairs, their mortgage and mortgage note for the sum of \$3,850.00, with interest thereon at the rate of 7% per annum and further providing for the payment of monthly installments of principal and interest; and

It further appears that the defendant, Timeplan Corporation, has or claims some right, title, or interest in and to the premises herein being foreclosed by reason of a Real Estate Mortgage, dated September 12, 1968, and filed of record in the Office of the County Clerk of Tulsa County, Oklahoma, in Book 3862, Page 1972, but in this regard, plaintiff states that whatever right, title, or interest the defendant, Timeplan Corporation, has in and to said property being foreclosed herein is junior and inferior to the first mortgage lien of this plaintiff; and

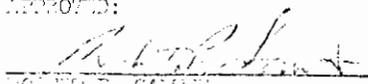
It further appears that the defendants, George Burphus, Jr. and Rose L. (Laverne) Burphus, and Timeplan Corporation, made default under the terms of the aforesaid mortgage note and mortgage by reason of their failure to make monthly installments due thereon on August 4, 1969, which default has continued and that by reason thereof the defendants are now indebted to the Plaintiff in the sum of \$9,212.00, as unpaid principal, with interest thereon at the rate of 7% per annum from August 4, 1969, until paid, plus the cost of this action accrued and accruing.

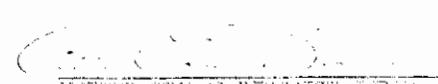
IT IS THEREFORE ORDERED, ADJUDGED and DECREED that the plaintiff, United States of America, have and recover judgment against the defendants, George Burphus, Jr. and Rose L. Burphus, for the sum of \$9,212.00, with interest thereon at the rate of 7% per annum from August 4, 1969, until paid, plus the cost of this action accrued and accruing, plus \$26.00 expended for abstracting fees.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that upon failure of the defendants to satisfy Plaintiff's money judgment herein, an Order of Sale shall issue to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell, with appraisement, the above-described real property and apply the proceeds thereof in satisfaction of Plaintiff's judgment. The residus, if any, to be deposited with the Clerk of the Court to await further order of the Court.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that from and after the sale of said property, under and by virtue of this judgment and decree, the defendants and each of them and all persons claiming under them since the filing of the complaint herein be and they are forever barred and foreclosed of any right, title, interest or claim in or to the real property or any part thereof.

APPROVED:


ROBERT F. GARRET
Assistant U. S. Attorney


UNITED STATES MARSHAL

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN
DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

Edgar M. Dye and Mary Lou Dye,
and Geneva Marie Dye,

Defendants.

Civil No. 70-C-148

FILED

JUN 15 1970

CLERK
U. S. DISTRICT COURT

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 15th day of June, 1970. The defendants, Edgar M. Dye and Mary Lou Dye, and Geneva Marie Dye, appearing not.

The Court being fully advised and having examined the file herein finds that personal service was made on the defendants, Edgar M. Dye and Mary Lou Dye, on May 7, 1970, and on the defendant, Geneva Marie Dye, on May 8, 1970, requiring them to answer the complaint filed herein not more than twenty (20) days after service of summons, and it appearing that said defendants have failed to file an answer herein and their default has been entered by the Clerk of this Court; and

The Court further finds that this is a suit based upon a mortgage note and foreclosure on a real property mortgage securing said mortgage note on the following described real property located in Tulsa, Tulsa County, Oklahoma, within the Northern Judicial District of Oklahoma:

Lot Thirteen (13), Block Forty-Three (43), Valley View Acres Second Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof;

The Court further finds that the material allegations of Plaintiff's Complaint are true and correct;

That the defendants, Edgar M. Dye and Mary Lou Dye, did, on March 21, 1969, execute and deliver to the Administrator of Veterans Affairs their mortgage and mortgage note for the sum of \$10,500.00, with interest thereon at the rate of 7 $\frac{1}{2}$ % per annum and further providing for the payment of monthly installments of principal and interest; and

It further appears that the defendant, Geneva Marie Dye, has or claims some right, title, or interest in and to the premises herein being foreclosed by reason of a Judgment dated August 27, 1963, entered August 29, 1963, in the amount of \$25.00 per week alimony for a period of forty-five months, plus attorneys fees in the amount of \$25.00, which Judgment is against Edgar M. Dye, being No. D-32863 in the District Court for Tulsa County, State of Oklahoma, but in this regard plaintiff states that whatever right, title, or interest the defendant, Geneva Marie Dye, has in and to said property being foreclosed herein is junior and inferior to the first mortgage lien of this plaintiff; and

It further appears that the defendants, Edgar M. Dye and Mary Lou Dye, and Geneva Marie Dye, made default under the terms of the aforesaid mortgage note and mortgage by reason of their failure to make monthly installments due thereon on July 21, 1969, which default has continued and that by reason thereof the defendants are now indebted to the Plaintiff in the sum of \$10,614.81, as unpaid principal, with interest thereon at the rate of 7½% per annum from July 21, 1969, until paid, plus the cost of this action accrued and accruing.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that the plaintiff, United States of America, have and recover judgment against the defendants, Edgar M. Dye and Mary Lou Dye, for the sum of \$10,614.81, with interest thereon at the rate of 7½% per annum from July 21, 1969, until paid, plus the cost of this action accrued and accruing. plus \$20.00 for attorney's fees.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that upon failure of the defendants to satisfy Plaintiff's money judgment herein, an Order of Sale shall issue to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell, with appraisalment, the above-described real property and apply the proceeds thereof in satisfaction of Plaintiff's judgment. The residue, if any, to be deposited with the Clerk of the Court to await further order of the Court.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that from and after the sale of said property, under and by virtue of this judgment and decree, the defendants and each of them and all persons claiming under them since the filing of the complaint herein be and they are forever barred and foreclosed of any right, title, interest or claim in or to the real property or any part thereof.

S. Allen E. Parson
UNITED STATES DISTRICT JUDGE

APPROVED:

S/ Robert P. Sawdee
ROBERT P. SAWDEE
Assistant U. S. Attorney

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IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF OKLAHOMA

UNIROYAL, INC., a corporation,
Plaintiff

vs.

ROYAL TIRE & SUPPLY CO. INC.,
a corporation, STANLEY T. SYNAR
and JUDY K. SYNAR,
Defendants

No. 70-2-126

JUDGMENT BY DEFAULT UPON
APPLICATION TO CLERK

1970

CLERK
U.S. DISTRICT COURT
TULSA, OKLAHOMA

In this action the defendants, Royal Tire & Supply Co. Inc., a corporation, Stanley T. Synar and Judy K. Synar, having been legally served with summons and Complaint, and having failed to answer or otherwise defend, and the time having expired and default of the defendants, Royal Tire & Supply Co. Inc., a corporation, Stanley T. Synar and Judy K. Synar, in the premises having been duly entered according to law, now upon application of the plaintiff a judgment is hereby entered against the said defendants, and each of them, in pursuance of the prayer of said Complaint.

WHEREFORE, by virtue of the law and by reason of the premises aforesaid:

IT IS ORDERED AND DECREED that the plaintiff, Uniroyal, Inc., a corporation, have and receive from the defendant, Royal Tire & Supply Co. Inc., a corporation, Stanley T. Synar and Judy K. Synar, the principal sum of \$23,409.35 with interest thereon at the rate of 9% per annum from the 9th day of June, 1969, until paid, together with a further sum of \$3,500.00 attorneys fees and all necessary costs in this matter and plaintiff have executed, delivered.

JUDGMENT RENDERED THIS _____ DAY OF _____, 1970.

Clerk of U.S. District
Court for the
District of Oklahoma

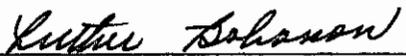
LAW OFFICES
UNGERMAN,
GRADEL,
UNGERMAN
& LEITER

SIXTH FLOOR
WRIGHT BUILDING
TULSA, OKLAHOMA

agents, servants, employees and all persons in active concert or participation with them, be and they hereby are restrained from causing or inducing work stoppages, interfering with work by Plaintiff's employees, or picketing at Plaintiff's premises, the premises of Plaintiff's customers, or at other places where Plaintiff's employees may be at work.

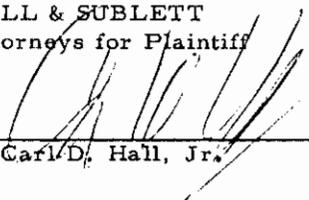
IT IS FURTHER ORDERED that the cash bond in the amount of \$5,000.00 filed herein by Plaintiff on the 1st day of July, 1970, is hereby approved.

DATED this 16th day of July, 1970.


Luther Bohanon, U.S. District Judge

APPROVED AS TO FORM:

HALL & SUBLETT
Attorneys for Plaintiff

By 
Carl D. Hall, Jr.

UNGERMAN, GRABEL,
UNGERMAN & LEITER
Attorneys for Defendant

By _____

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

EZRA BROOKS COMPANY, INC.,
an Illinois corporation,

Plaintiff,

vs.

GLEASON ROMANS, d/b/a
GLEASON ROMANS COMPANY,

Defendant.

No. 6490

FILED

JUN 19 1970

John H. Borz, CLERK
U. S. DISTRICT COURT

JOURNAL ENTRY OF JUDGMENT

This matter comes on before the Court upon agreement and stipulations for judgment; the plaintiff appearing by R. James Unruh, its Attorney of Record, and the defendant appearing by Floyd L. Walker, his Attorney of Record. Thereupon both counsel stipulated and agreed and the Court finds: The plaintiff is an Illinois corporation with its principal office and place of business in Chicago, Illinois; and is duly authorized and licensed to transact business in the State of Oklahoma; the defendant, Gleason Romans, is an individual d/b/a Gleason Romans Company, and is a resident and citizen of the State of Oklahoma and the Northern District of Oklahoma; that the amount in controversy exceeds the sum of \$10,000.00 exclusive of interest, costs and attorney's fees, and this Court thereby has jurisdiction of the subject matter and the parties. The defendant is indebted to the plaintiff on open account in the sum of \$11,569.80 after all credits and off-sets have been allowed; that interest is applicable to said account at the rate of ten per cent per annum from the 6th day of May, 1966, and an attorney's fee is allowable on said account under the provisions of 12 O.S. 936, and that a judgment should be entered accordingly.

IT IS BY THE COURT ORDERED, ADJUDGED AND DECREED, upon agreement and stipulation by the parties hereto that the plaintiff, Ezra Brooks Company, Inc., have and recover judgment as against the defendant, Gleason Romans, for the sum of \$11,569.80 with interest thereon at the rate of ten per cent per annum from the 6th day of May, 1966, until paid, and for an attorney's fee in the sum of \$1,000.00. It is further ordered and directed that the Clerk is hereby authorized to tax costs without further notice, as a part of this judgment.

Dated this 19th day of June, 1970.

Allen E. B...
UNITED STATES DISTRICT JUDGE

APPROVED:

R. James Unruh
R. JAMES UNRUH, Attorney for Plaintiff

Floyd L. Walker
FLOYD L. WALKER, Attorney for Defendant

FILED

JUN 24 1970

John H. Barrow CLERK
U. S. DISTRICT COURT

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

BRUNSWICK CORPORATION,)	
)	
	)	Plaintiff,
)	
vs.)	
	)	No. 6434 - Civil
MARSHALL C. FERRINO, et al.,)	
)	
	)	Defendants.)

AMENDED JUDGMENT AND ORDER OF SALE

NOW, on this 2nd day of June, 1970, this matter comes on for hearing before the Honorable Allen E. Barrow, Chief Judge of the U. S. District Court for the Northern District of Oklahoma. The plaintiff, BRUNSWICK CORPORATION, appeared through its attorneys, Crowe & Thieman, by C. Rabon Martin of that firm; the defendant, FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF COFFEYVILLE, appeared through its attorney, James C. T. Hardwick; the defendant, FINGER FURNITURE COMPANY, INC., appeared through its attorney, Charles H. Froeb; the defendant, INTERNATIONAL EQUIPMENT LEASING CORP., appeared through its attorney, Thomas A. Landrith, Jr.; the defendant, GENERAL ELECTRIC CREDIT CORPORATION, appeared through its attorney, Jap W. Blankenship; the defendant, L. E. DUNN, appeared through his attorney, Charles P. Gotwals, Jr.; the defendants, MARSHALL C. FERRINO, ANN FERRINO, COLONIAL ARMS APARTMENTS, INC. and GUS MESSINA, appeared through their attorneys, Ward, Brown & Perrault by Ainslee Perrault, Jr.; the defendants, SHERMAN ENIX and WELBILT CORPORATION, appeared through their attorney, Glen E. Michael; the defendant, ROGER CLARK, appeared through his attorney, Frank E. Turner, of Dyer, Powers & Marsh; the defendant, ATLAS FENCE COMPANY, INC. appeared through its attorney, Ed Stephens; the receiver, PAUL E. BAKER, appeared through his attorney, L. K. Smith; the co-receiver, IRVINE E. UNGERMAN, appeared pro se; the defendant, HOTPOINT, a Division of General Electric Co., Inc., appeared through its attorney, Richard V. Armstrong, and the defendant, W. L. CODREY

d/b/a United Linen Supply, appeared by his attorney, George E. Brewer.

The Court, having examined the Cross-Complaint of the defendant, First Federal Savings & Loan Association of Coffeyville against the defendants, Hotpoint, a Division of General Electric Co., Inc. and W. L. Codrey d/b/a United Linen Supply, and having examined the answers of the defendants, the said Hotpoint, a Division of General Electric Co., Inc. and W. L. Codrey d/b/a United Linen Supply, and having examined all other pleadings, reports, applications, motions, judgments, orders, the pre-trial order, and other papers filed herein, having considered the stipulations made by counsel, and being fully advised concerning this matter, finds as follows:

1. That the jurisdiction of this court to hear this matter is based upon diversity of citizenship, which diversity the Court finds to exist, and that the matter in controversy exceeds, exclusive of interest and costs, the sum of \$10,000.00.

2. That on the 27th day of May, 1966, the defendant, Hotpoint, a Division of General Electric Co., Inc., recovered, in the District Court in and for Tulsa County, Oklahoma, a judgment entered on the 1st day of June, 1966, against Marshall C. Ferrino, et al., in Case No. 112052, in the amount of \$12,584.87 together with interest at the rate of 6% per annum from the 24th day of August, 1965, plus \$1,257.49 attorney's fees, and costs; that \$590.00 was paid on said judgment on the 28th day of December, 1966, but that otherwise said judgment remains unpaid.

3. That on the 12th day of January, 1967, the defendant, W. L. Codrey d/b/a United Linen Supply, did recover, in the Court of Common Pleas in and for Tulsa County, Oklahoma, a judgment entered on the 17th day of January, 1967, against Marshall Ferrino, in Case No. 75073, in the amount of \$407.21, with interest at the rate of 6% per annum from the 15th day of January, 1967, and costs; that said judgment is wholly unpaid.

4. That the said judgments of the said defendants, Hotpoint, a Division of General Electric Co., Inc. and W. L. Codrey d/b/a United

Linen Supply, constitute a lien upon the following described property, to-wit:

A part of Tract 5 in Block, OZARK GARDEN FARMS, an Addition to Tulsa, Tulsa County, State of Oklahoma, more particularly described as: Beginning at the Northeast corner of said Tract 5; Thence West 95.4 feet to a point of beginning; Thence West 74.6 feet; Thence South 164.5 feet; Thence East 74.6 feet; Thence North 164.5 feet to the point of beginning;

that said judgment liens are inferior to the first mortgage lien of First Federal Savings & Loan Association of Coffeyville, the judgment lien of L. E. Dunn, and the second mortgage lien of Brunswick Corporation, the latter liens being more particularly described in Paragraph 37 of the Findings of this Court's Judgment and Order of Sale entered on the 5th day of June, 1970; that the aforesaid judgment lien of the defendant, Hotpoint, a Division of General Electric Co., Inc. is prior and superior to the judgment lien of the defendant, Atlas Fence Company, Inc., the latter lien being more particularly described in Paragraph 37 of the Findings of this Court's Judgment and Order of Sale entered on the 5th day of June, 1970; that the said judgment lien of the said Atlas Fence Company, Inc. is prior and superior to the aforesaid judgment lien of the said defendant, W. L. Codrey d/b/a United Linen Supply.

IT IS, THEREFORE, ORDERED, ADJUDGED and DECREED by the Court that the defendant, Hotpoint, a Division of General Electric Co., Inc., has a valid and subsisting judgment lien against the following described property, to-wit:

A part of Tract 5 in Block 1, OZARK GARDEN FARMS, an Addition to Tulsa, Tulsa County, State of Oklahoma, more particularly described as: Beginning at the Northeast corner of said Tract 5; Thence West 95.4 feet to a point of beginning; Thence West 74.6 feet; Thence South 164.5 feet; Thence East 74.6 feet; Thence North 164.5 feet to the point of beginning,

securing the sum of \$12,584.87, together with interest at the rate of 6% per annum from the 24th day of August, 1965, plus \$1,257.49 attorney's fees, and costs, less a credit of \$590.00 against the principal of said judgment paid on the 28th day of December, 1966; that the defendant,

W. L. Codrey d/b/a United Linen Supply, has a valid and subsisting judgment lien against the aforesaid property securing the amount of \$407.21 plus interest thereon at the rate of 6% per annum from the 15th day of January, 1967, and costs; that the judgment liens of the said Hotpoint, a Division of General Electric Co., Inc. and the said W. L. Codrey d/b/a United Linen Supply, are subordinate and inferior to the first mortgage lien of defendant, First Federal Savings & Loan Association of Coffeyville, the judgment lien of L. E. Dunn, the second mortgage lien of Brunswick Corporation, which latter liens secure the sums as adjudicated by this Court in its Judgment and Order of Sale entered herein on the 5th day of June, 1970; that the judgment lien of Hotpoint, a Division of General Electric Co., Inc. is superior to the judgment lien of the defendant, Atlas Fence Company, Inc., the latter lien securing said defendant's judgment in the amount previously adjudicated in this Court's Judgment and Order of Sale entered herein on the 5th day of June, 1970; that the said judgment lien of the said defendant, Atlas Fence Company, Inc. is prior and superior to the judgment lien of the defendant, W. L. Codrey d/b/a United Linen Supply.

IT IS FURTHER ORDERED, ADJUDGED and DECREED by the Court that the judgment liens of the defendants, Hotpoint, a Division of General Electric Co., Inc. and W. L. Codrey d/b/a United Linen Supply, be foreclosed upon the property described in this Amended Judgment and Order of Sale.

IT IS FURTHER ORDERED, ADJUDGED and DECREED by the Court that upon application, a special execution and order of sale issue by the Clerk of this court, directing the U. S. Marshal for the Northern District of Oklahoma to levy upon, as upon execution, and to proceed to advertise and sell, with appraisalment, at public sale to the highest bidder, according to law, the following described real property, to-wit:

A part of Tract 5 in Block 1, OZARK GARDEN FARMS, an Addition to Tulsa, Tulsa County, State of Oklahoma, more particularly described as: Beginning at the Northeast corner of said Tract 5; Thence West 95.4 feet to a point of beginning; Thence West 74.6 feet; Thence South 164.5 feet; Thence East 74.6 feet; Thence North 164.5 feet to the point of beginning;

that the proceeds of such sale shall be paid to the Clerk of this court to be applied as follows:

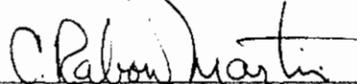
- FIRST: in payment of the costs of this action and the sale as said costs have heretofore been allocated;
- SECOND: in payment of any unpaid taxes due against the property sold;
- THIRD: in payment of the judgment and lien herein and heretofore rendered in favor of First Federal Savings & Loan Association of Coffeyville with respect to said real property; and
- FOURTH: the balance, if any, to the Clerk of this Court to await its further order.

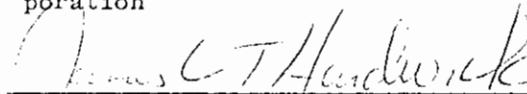
IT IS FURTHER ORDERED, ADJUDGED and DECREED by the Court that upon confirmation of said sale, all the parties herein (except any party purchasing at said sale) shall be forever barred, foreclosed and enjoined from asserting or claiming any right, title, interest, estate or equity of redemption in or to said real estate or any part thereof.

IT IS FURTHER ORDERED, ADJUDGED and DECREED by the Court that the Judgment and Order of Sale entered herein on the 5th day of June, 1970, be and the same hereby is confirmed and ordered, adjudged and decreed to be in full force and effect in all respects except as expressly herein provided or amended.


JUDGE OF THE U. S. DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

APPROVED AS TO SUBSTANCE
AND TO FORM:


Attorney for Plaintiff, Brunswick Corporation


Attorney for Defendant, First Federal Savings & Loan Association of Coffeyville

Thomas A. Kneaf

Attorney for Defendant, Finger Furniture Company, Inc.

Richard V. A.

Attorney for Defendant, International Equipment Leasing Corp.

Attorney for Defendant, General Electric Credit Corporation

Charles P. Heston

Attorney for Defendant, W. E. Dunn

August Perrault, Jr., D.P.F.

Attorney for Defendants, Marshall C. Ferrino, Ann Ferrino and Colonial Arms Apartments, Inc., and Gus Messina

John G. Michael

Attorney for Defendants, Sherman Enix and Welbilt Corporation

Frank J. ...

Attorney for Defendant, Roger Clark d/b/a Roger Clark Plumbing Company

Attorney for Defendant, Atlas Fence Company, Inc.

L. K. Smith

Attorney for Receiver, Paul E. Baker

Irvine E. Ungerman

Irvine E. Ungerman, Co-Receiver

Richard V. Armstrong

Attorney for Defendant, Hotpoint, a Division of General Electric Co., Inc.

W. L. Codrey

Attorney for Defendant, W. L. Codrey d/b/a United Linen Supply

FILED

JUN 22 1970

John H. Poe CLERK
U. S. DISTRICT COURT

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

CLAUD L. COOK,

Petitioner,

NO. 70-C-126

vs.
RAY L. PAGE, Warden, Oklahoma
State Penitentiary, McAlester,
Oklahoma, et al.

Respondent.

O R D E R

The Court has for consideration the petition for writ of habeas corpus filed by petitioner Claud L. Cook, and being fully advised in the premises finds:

1. That petitioner seeks in this petition to relitigate the exact issues raised and decided against him in his appeal to the Oklahoma Court of Criminal Appeals, as shown by his attached "Brief of Plaintiff in Error" presented in his appeal. The petitioner alleges that his constitutional rights have been abridged in the State Courts in that his Judgment and Conviction in the State trial Court, affirmed on appeal, deprives him of certain civil rights, to vote, hold certain offices, etc.; and, further, that his appointed counsel failed to raise all of the constitutional issues in the direct appeal. Therefore, plaintiff claims to have exhausted his state remedies, although he has not raised the constitutional issues in the State Courts nor there attempted to obtain habeas corpus relief.

2. That the laws of the State of Oklahoma provide suitable remedy to determine the matters raised by the petitioner, Okl. St. Ann. Const. Art. 2 §7 and §8; 12 Okl. St. Ann. §1331 et seq.

3. That a habeas corpus petition cannot be used to relitigate the guilt or innocence of the petitioner, and the petitioner has failed to exhaust adequate and available state remedies. The petitioner, therefore, is not eligible for federal habeas corpus relief; and, the petition for writ of habeas corpus should be denied.

IT IS, THEREFORE, ORDERED that the petition for writ of habeas corpus of Claud L. Cook be and the same is hereby denied.

Dated this 22nd day of June, 1970, at Tulsa, Oklahoma.

Allen E. B...
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

JUN 23 1970

John H. Poe CLERK
U. S. DISTRICT COURT

GEORGE P. SHULTZ, Secretary of Labor)
United States Department of Labor)
Plaintiff)
v.)
I-C COMPUTER CORPORATION and DAN B.)
McDEVITT, President, individually)
Defendants)

CIVIL ACTION

File No. 69-C-196

ORDER OF DISMISSAL

Plaintiff having filed his complaint herein and thereafter defendants, I-C Computer Corporation and Dan B. McDevitt, President, individually, having assured plaintiff and this Court that they will comply in the future with the provisions of the Fair Labor Standards Act of 1938, as amended, and defendants having heretofore entered into a stipulation of compliance, wherein they specifically agree to comply with all pertinent provisions of the Fair Labor Standards Act, and defendants having paid to plaintiff \$773.11 as unpaid overtime compensation for the use and benefit of certain of defendants' present and former employees:

It is, therefore, ORDERED, ADJUDGED and DECREED that the above-styled and numbered cause be and the same hereby is, dismissed with costs to defendants.

Dated this 22 day of June, 1970.

Fred Daugherty
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

NATIONAL DISTILLERS AND)
CHEMICAL CORPORATION,)
a corporation,)
)
Plaintiff,)
)
-vs-)
)
GLEASON ROMANS d/b/a)
GLEASON ROMANS LIQUOR)
COMPANY,)
)
Defendant.)

No. 6447

FILED

JUN 24 1970

J U D G M E N T

John R. Pae CLERK
U. S. DISTRICT COURT

This matter coming on for consideration by the court on this 22nd day of June, 1970, and the court having examined the records and files in this cause and in cause No. 66-924, In the Matter of Gleason Romans, Bankrupt, and being advised in the premises finds;

1. Complaint in this action was filed seeking recovery on verified account on May 26, 1966.

2. Thereafter in Bankruptcy cause No. 66-924 In the Matter of Gleason Romans, Bankrupt, the defendant was adjudged a bankrupt and the court made an order staying the proceedings in this cause pending final determination in the bankruptcy proceedings.

3. Thereafter the defendant in the bankruptcy proceedings, in his sworn statement of affairs, scheduled the claim asserted in the complaint in this case and acknowledged it as a debt owing.

4. The plaintiff herein filed in the Bankruptcy Court objections to the discharge of the bankrupt and an order was entered in the bankruptcy proceedings by the Referee on the 17th day of July, 1969, denying this charge. The Referee's certificate on review was filed on the 28th day of January, 1970, from which an appeal was taken to this court.

5. The order of this court was made and entered on May 27, 1970, sustaining the Referee's findings of fact and conclusions of law and sustaining the order denying the defendant discharge in bankruptcy.

6. The account upon which the complaint in this action is based is just, due and owing by the defendant to the plaintiff in the sum of \$31,977.02 with interest thereon at the rate of 6% per annum from and after May 24, 1966, to the date of this order, and from and after this order and judgment, interest at the rate of 10% per annum until paid, and an attorneys fee.

7. The court finds that a reasonable attorneys fee is \$3,197.00.

8. Judgment should be entered for the plaintiff and against the defendant.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff, National Distillers and Chemical Corporation, a corporation, be and is hereby awarded judgment against the defendant, Gleason Romans, for and in the sum of \$31,977.02, with interest thereon at the rate of 6% per annum from May 24, 1966, to the date of this judgment, and with interest thereon at the rate of 10% per annum from the date of this judgment until paid in full, and for an attorneys fee for and in the sum of \$3,197.00 and the costs of this action, for all of which let execution issue.


ALLEN E. BARROW,
United States District Judge

APPROVED AS TO FORM:


BERT McELROY,
Attorney for Plaintiff


PAT MALLOY,
Attorney for Defendant.

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

171.63 Acres of Land, More or Less,
Situate in Creek & Pawnee Counties,
Oklahoma, and William S. Bailey,
et al, and Unknown Owners,

Defendants.

CIVIL ACTION NO. 5721

Tract No. 878-1M (All interests)

FILED

JUN 25 1970

J U D G M E N T

John H. Poe CLERK
U. S. DISTRICT COURT

1.

NOW, on this 25 day of June, 1970, this matter comes on for disposition on application of Plaintiff, United States of America, for entry of judgment, and the Court, after having examined the files in this action and being advised by counsel for Plaintiff, finds:

2.

This judgment applies to the entire estate condemned in Tract No. 878-1M, as such estate and tract are described in the Complaint and the Declaration of Taking filed in this action.

3.

The Court has jurisdiction of the parties and subject matter of this action.

4.

Service of Process has been perfected either personally or by publication notice, as provided by Rule 71A of the Federal Rules of Civil Procedure, on all parties defendant in this cause who are interested in subject tract.

5.

The Acts of Congress set out in paragraph 2 of the Complaint herein give the United States of America the right, power, and authority to condemn for public use the estate described in paragraph 2 herein. Pursuant thereto, on August 3, 1963, the United States of America filed its Declaration of Taking of such described property, and title to the described estate in such property should be vested in the United States of America as of the date of filing the Declaration of Taking.

6.

Simultaneously with filing the Declaration of Taking, there was deposited in the Registry of the Court, as estimated compensation for the taking of a certain estate in subject tract, a certain sum of money and part of this deposit has been disbursed, as set out below in paragraph 12.

7.

On the date of taking in this action, the owners of the estate taken in subject tract were the defendants whose names are shown in paragraph 12 below, and the interest owned by each defendant is shown following his or her name. Such named defendants are the only persons asserting any interest in the estate taken in such tract, all other persons having either disclaimed or defaulted, and such named defendants are entitled to receive the just compensation awarded by this judgment.

8.

The owners of all interests in the estate taken in the subject tract, except the restricted Indian interests, have agreed with the Plaintiff as to the amount of compensation for their interests. Such agreements were made by either option contracts as recited in the Complaint, or stipulations filed in this case. The amounts agreed upon as compensation are as shown below in paragraph 12. Such options and stipulations should be approved.

9.

The issue of just compensation for the restricted Indian interests in the estate taken in subject tract was tried to Commissioners appointed by the Court, and their Report thereon was filed in this case on March 12, 1970. The amount of just compensation for such interest, as fixed by the Commissioners, is shown below in paragraph 12. The Report of Commissioners should be approved.

10.

It is, Therefore, ORDERED, ADJUDGED, and DECREED that the United States of America has the right, power, and authority to condemn for public use Tract No. 878-1M, as such tract is particularly described in the Complaint and Declaration of Taking filed herein; and such tract, to the extent of the estate described in such Declaration of Taking, is condemned and title thereto is vested in the United States of America as of the date of filing such Declaration of Taking, and all defendants herein and all other persons interested in such estate are forever barred from asserting any claim to such estate.

11.

It is Further ORDERED, ADJUDGED and DECREED that on the date of taking, the owners of the estate condemned herein in subject tract were the defendants whose names appear below in paragraph 12, and the interest owned by each defendant is shown following his or her name. The right to receive the just compensation awarded by this judgment is vested in the parties so named.

12.

It Is Further ORDERED, ADJUDGED and DECREED that the Stipulations and the Option Contracts described in paragraph 8 above, and the Report of Commissioners, filed herein on March 12, 1970 (insofar as it applies to subject tract), hereby are confirmed and the sums therein fixed are adopted as the awards of just compensation for the various interests in the estate condemned in the subject tract, as follows:

TRACT NO. 878-1M

OWNERS:

As to that part of subject tract				:	
<u>situated in:</u>				:	
				:	
		Lots 3		:	
Lot 3	Lot 4	& 4		:	
Below	Below	Above		:	
High	High	High	W $\frac{1}{2}$ NW $\frac{1}{4}$	:	Owner's
Water	Water	Water	of	:	Share
Mark	Mark	Mark	Sec. 8	:	of Award

LESSOR INTEREST:

Heirs of Lyman Yahola, ----- deceased, who are:	1/18	1/18	1/18	1/18	Per Stip- ulation:
Bertha Taylor, now Yahola ---	--	--	--	--	\$ 134.35
Zelma Yahola, now Wind -----	--	--	--	--	24.43
Lyman Yahola, Jr. -----	--	--	--	--	24.43
Thomas Yahola -----	--	--	--	--	24.43
Elizabeth Yahola, now Dunson - Bertha Taylor Yahola as natural guardian of:	--	--	--	--	24.43
Harold Yahola -----	--	--	--	--	24.43
Lela Yahola -----	--	--	--	--	24.43
Leon Yahola -----	--	--	--	--	24.43
Joyce Ann Yahola -----	--	--	--	--	24.43
Mary Yahola Gouge -----	--	1/18	1/18	1/18	329.78
Estate of Daniel Yahola, ----- deceased, (A. M. Woodford, Administrator)	1/18	1/18	1/18	1/18	Per Stip. 329.78 Per Option Contract
Annie Yahola, deceased, ----- (Admn. is Mary Yahola Gouge)	1/12	1/12	1/12	1/12	494.66 Per Stip.
Alonzo Yahola -----	1/6	1/6	1/6	1/6	989.33 Per Stip.
Maud Dean Wilson -----	1/24	1/24	1/24	1/24	247.33 Per Option Contract

Tract No. 878-1M (Cont'd)

As to that part of subject tract :
Situated in: :
 :
 Lot 3 Lot 4 Lots 3 :
 Below Below & 4 :
 High High Above :
 Water Water High $\frac{1}{2}$ N $\frac{1}{4}$ W $\frac{1}{4}$: Owner's
 Mark Mark Mark Sec. 8 of : Share
 : of Award

LESSOR INTEREST (Cont'd):

Tom Biggers -----	--	--	--	1/96	} \$ 247.33 Per Stip.
S. W. Biggers -----	--	--	--	1/96	
J. B. Biggers -----	--	--	--	1/96	
Emma Biggers -----	1/24	1/24	1/24	--	
Emma Jene Howell -----	--	--	--	1/96	} 2,968.00 Per Comm. Report
Lucy Bear Lewis -----	5/18	1/4	1/4	1/4	
(restricted interest)					
John Allen Bear -----	5/72	1/16	1/16	1/16	
(restricted interest)					
Janie Alene Bear -----	5/72	1/16	1/16	1/16	
(restricted interest)					
Rosina Louise Bear -----	5/72	1/16	1/16	1/16	
(restricted interest)					
Ivan Eugene Bear -----	5/72	1/16	1/16	1/16	
(restricted interest)					

LEASEHOLD INTEREST:

C. R. Colpitt -----	All	--	All	All	62,750.00 Per Option Contract
Comail Oil Company -----	--	All	--	--	6,647.00 Per Option Contract

Total award for all interests -----	\$ 75,333.00
Deposited as estimated compensation -----	75,333.00

Disbursals:

Disbursals have been made to all owners in the exact amounts of their respective shares of the award, except as to the Estate of Daniel Yahola, deceased. That share of the award remains on deposit.

13.

It Is Further ORDERED that the Clerk of this Court shall disburse the balance of the deposit for the subject tract as follows:

To A. M. Woodford, Administrator of the estate
 of Daniel Yahola, deceased - - - - - \$329.78.

APPROVED:

Hubert A. Marlow
 HUBERT A. MARLOW
 Assistant United States Attorney

ALLEN E. MARLOW
 UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

171.63 Acres of Land, More or Less,
Situate in Creek & Pawnee Counties,
Oklahoma, and William S. Bailey,
et al, and Unknown Owners,

Defendants.

CIVIL ACTION NO. 5721

Tract No. 878-2M

(Partial - All Interests
Except "Cwens" Interest)

FILED

JUN 25 1970

~~See Page~~ CLERK
U. S. DISTRICT COURT

J U D G M E N T

1.

NOW, on this 25 day of June, 1970, this matter comes on for dis-
position on application of Plaintiff, United States of America, for entry of
judgment, and the Court, after having examined the files in this action and being
advised by counsel for Plaintiff, finds:

2.

This judgment applies only to the following interests in the estate
taken in Tract No. 878-2M, as such estate and tract are described in the Complaint
filed herein:

1. All of the lessor (royalty) interest in entire tract,
2. All of the leasehold interest in only that part of the
subject tract which is situated above the high water mark
of the Cimarron River.

3.

The Court has jurisdiction of the parties and subject matter of this
action.

4.

Service of Process has been perfected either personally or by publi-
cation notice, as provided by Rule 71A of Federal Rules of Civil Procedure, on
all parties defendant in this cause who are interested in subject tract.

5.

The Acts of Congress set out in paragraph 2 of the Complaint herein
give the United States of America the right, power, and authority to condemn for
public use the estate described in paragraph 2 herein. Pursuant thereto, on
August 3, 1963, the United States of America filed its Declaration of Taking of

such described property, and title to the described estate in such property should be vested in the United States of America as of the date of filing the Declaration of Taking.

6.

Simultaneously with filing the Declaration of Taking, there was deposited in the Registry of the Court, as estimated compensation for the taking of a certain estate in subject tract a certain sum of money, and part of this deposit has been disbursed, as set out below in paragraph 12.

7.

On the date of taking in this action, the owners of the estate taken in subject tract were the defendants whose names are shown in paragraph 12 below, and the interest owned by each defendant is shown following his or her name. Such named defendants are the only persons asserting any claim to the interests covered by this judgment, all other persons having either disclaimed or defaulted, and such named defendants are entitled to receive the just compensation awarded by this judgment.

8.

All of the owners of the above described interests in the subject tract, except the owners of restricted Indian interests, have agreed with the Plaintiff that just compensation for such interests in the estate condemned in subject tract is in the amounts shown as compensation in paragraph 12 below. Such agreements are set forth in either option contracts described in the Complaint, or stipulations filed in this case. Such contracts and stipulations should be approved.

9.

The issue of just compensation for the restricted Indian interests in the estate taken in subject tract was tried to Commissioners appointed by the Court, and their Report thereon was filed in this case on March 12, 1970. The amount of just compensation for such restricted interests as fixed by the Commissioners is shown below in paragraph 12. The Report of Commissioners as to such restricted interests in subject tract should be approved.

10.

It Is, Therefore, ORDERED, ADJUDGED, and DECREED that the United States of America has the right, power and authority to condemn for public use Tract No. 878-2M, as such tract is particularly described in the Complaint and Declaration of Taking filed herein; and such tract, to the extent of the estate described

in such Declaration of Taking (but limited to the interests described above in paragraph 2), is condemned and title thereto is vested in the United States of America, as of the date of filing such Declaration of Taking, and all defendants herein and all other persons interested in such interests in such estate are forever barred from asserting any claim to such estate.

11.

It Is Further ORDERED, ADJUDGED and DECREED that on the date of taking, the owners of the interests in subject tract as described above in paragraph 2 were the defendants whose names appear below in paragraph 12, and the interest owned by each defendant is shown following his or her name. The right to receive the just compensation awarded by this judgment is vested in the parties so named.

12.

It Is Further ORDERED, ADJUDGED and DECREED that the Stipulations and the Option Contracts described in paragraph 8 above, and the Report of Commissioners, filed herein on March 12, 1970 (insofar as it applies to subject tract), hereby are confirmed and the sums therein fixed are adopted as the awards of just compensation for the various interests covered by this judgment, as follows:

TRACT NO. 878-2M

All of lessor interest in entire tract and leasehold interest in only that part above high water mark

OWNERS:

<u>Part Above High Water Mark</u>	<u>Part Below High Water Mark</u>	<u>Owner's Share of Award</u>	<u>Basis for Award</u>
-----------------------------------	-----------------------------------	-------------------------------	------------------------

LESSOR INTEREST:

Heirs of Lyman Yahola, ----- deceased, who are: Bertha Taylor, now Yahola Zelma Yahola, now Wind Lyman Yahola, Jr. Thomas Yahola Elizabeth Yahola, now Dunson Bertha Taylor Yahola, as natural guardian of: Harold Yahola Lela Yahola Leon Yahola Joyce Ann Yahola	1/18	1/18	\$250.00	Stipulation
Estate of Daniel Yahola, ----- deceased (A. M. Woodford is Administrator)	1/18	1/18	250.00	Option
Estate of Annie Yahola, deceased, (Mary Yahola Gouge, Adminis- tratrix)	1/12	1/12	375.00	Stipulation

	Part Above High Water Mark	Part Below High Water Mark	Owner's Share of Award	Basis for Award
<u>LESSOR INTEREST (Cont'd)</u>				
Alonzo Yahola -----	1/6	1/6	\$ 750.00	Stipulation
Maud Dean Wilson -----	1/24	1/24	187.50	Option
Lucy Bear Lewis ----- (restricted interest)	1/9	5/18	1,000.00	Commissioners' Report
John Allen Bear ----- (restricted interest)	1/36	5/72		
Janie Alene Bear ----- (restricted interest)	1/36	5/72		
Rosina Louise Bear ----- (restricted interest)	1/36	5/72		
Ivan Eugene Bear ----- (restricted interest)	1/36	5/72		
G. C. Stout -----	1/9	--	500.00	Stipulation
Henry C. Becker -----	1/9	--	500.00	Stipulation
Lynn Biggers -----	1/24	1/24	187.50	Stipulation
Lucille M. Adcock -----	1/9	--	500.00	Stipulation

LEASEHOLD INTEREST:

Comeil Oil Company -----	All	--	16,092.00	Option
--------------------------	-----	----	-----------	--------

Total award -----	\$20,592.00
Deposited as estimated compensation -----	<u>\$20,592.00</u>

Disbursals:

Disbursals have been made to all owners in the exact amounts of their respective shares of the award, except as to the Estate of Daniel Yahola, deceased. That share of the award remains on deposit.

13.

It Is Further ORDERED that the Clerk of this Court shall disburse the balance on deposit for the subject tract as follows:

To A. M. Woodford, Administrator of the Estate
of Daniel Yahola, deceased, the sum of - - - - \$250.00.

HUBERT A. MARLOW
UNITED STATES DISTRICT JUDGE

APPROVED:

Hubert A. Marlow
HUBERT A. MARLOW
Assistant United States Attorney

FILED

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

JUN 25 1970

John H. Poe
CLERK
U. S. DISTRICT COURT

United States of America,

Plaintiff,

vs.

171.63 Acres of Land, More or Less,
Situate in Creek & Pawnee Counties,
Oklahoma, and William S. Bailey,
et al, and Unknown Owners,

Defendants.

CIVIL ACTION NO. 5721

Tract No. 878-2M

(Partial - "Owens" Interest Only)

United States of America,

Plaintiff,

vs.

619.30 Acres of Land, More or Less,
Situate in Pawnee & Creek Counties,
Oklahoma, and James T. Hoke, et al,
and Unknown Owners,

Defendants.

CIVIL ACTION NO. 6131

Tracts Nos. 4348 and 4348E-1

(Partial - "Owens" Interest Only)

United States of America,

Plaintiff,

vs.

230.87 Acres of Land, More or Less,
Situate in Creek County, Oklahoma,
and General American Oil Company of
Texas, et al, and Unknown Owners,

Defendants.

CIVIL ACTION NO. 6136

Tracts Nos. 4351 and 4351E

(Partial - "Owens" Interest Only)

J U D G M E N T

1.

NOW, on this 25 day of June, 1970, this matter comes on for dis-
position on application of the Plaintiff, United States of America, for entry of
judgment on the Report of Commissioners filed herein on April 21, 1970, and the
Court, after having examined the files in this action and being advised by counsel
for the Plaintiff, finds that:

2.

The Court has jurisdiction of the parties and the subject matter of
this action.

3.

This judgment covers only the "O. O. Owens interest" (including per-
sonal, family and company interests) in the estate taken in the tracts listed in

the caption above. The estates taken in such tracts and the description of such tracts are as set forth in the Complaints (and amendment thereto) filed in these three cases. The "Owens" interest in these tracts is more particularly described as follows:

1. As to Tract No. 878-2M, in Civil Action No. 5721, all the leasehold (working) interest only on only that portion of such tract situated below the high water mark of the Cimarron River.
2. As to Tracts No. 4348 and 4348E-1 in Civil Action No. 6131, all of the leasehold (working) interest and 3/4 of the total lessor (royalty) interest in the entire tract area.
3. As to Tracts Nos. 4351 and 4351E in Civil Action No. 6136, all of the leasehold (working) interest only, on only that portion of such tracts situated in Section 17, T. 18 N., R. 7 E., and lying below the high water mark of the Cimarron River.

There are other interests in each of the subject tracts not owned by "Owens" and not covered by this judgment. Such outstanding interests are covered by other judgments filed in the respective cases.

4.

Service of Process has been perfected either personally or by publication notice, as provided by Rule 71A of the Federal Rules of Civil Procedure, on all parties defendant in this cause, who are interested in subject tracts.

5.

The Acts of Congress set out in paragraph 2 of the Complaints filed herein give the United States of America the right, power and authority to condemn for public use the subject tracts of land. Pursuant thereto, on August 3, 1963, as to Civil Action No. 5721, on January 29, 1965, as to Civil Action No. 6131, and on February 11, 1965, as to Civil Action No. 6136, the United States of America filed its Declarations of Taking of certain estates in such tracts of land, and title to such property should be vested in the United States of America, as of the dates of filing such Declarations of Taking.

6.

Simultaneously with filing the Declarations of Taking in cases 6131 and 6136, there was deposited in the Registry of this Court as estimated compensation for the taking of the described interests in the subject tracts, certain sums of

money and none of this deposit has been disbursed, as set out below in paragraph 11.

7.

The Report of Commissioners filed herein on April 21, 1970, is hereby accepted and adopted as a finding of fact as to the interests covered by this judgment. The amount of just compensation for the taking of such interests, as fixed by the Commission, is set out below in paragraph 11.

8.

This judgment will create a deficiency between the total amount deposited as estimated compensation for the subject interests and the amount awarded as just compensation, and a sum of money sufficient to cover such deficiency should be deposited by the Plaintiff. The computation of the deficiency is shown below in paragraph 11.

9.

The defendants named in paragraph 11 as to owners of subject interests are the only defendants asserting any claim to the same; all other defendants having either disclaimed or defaulted, the named defendants are found to be the owners and, as such, are entitled to receive the just compensation awarded by this judgment.

10.

It Is, Therefore, ORDERED, ADJUDGED and DECREED that the United States of America has the right, power, and authority to condemn for public use the subject tracts, as such tracts are described in the Declarations of Taking and the Complaints as amended, filed herein, and such property, to the extent of the interests particularly described above in paragraph 3, is condemned, and title thereto is vested in the United States of America, as of the dates of filing the Declarations of Taking, and all defendants herein and all other persons are forever barred from asserting any claim to such interests.

11.

It Is Further ORDERED, ADJUDGED and DECREED that the right to receive just compensation for the property taken, as described in paragraph 3, is vested in the parties named in the schedule shown below; the Report of Commissioners filed herein on April 21, 1970, insofar as it applies to the subject interests, is confirmed, and the sum therein fixed is adopted as just compensation for subject interests, as shown by the following schedule:

1. TRACT NO. 878-2M:

Leasehold interest only on that portion lying below
high water mark of Cimarron River

Owners:

O. O. Owens
Nabob Oil Company and
Thlocco Oil Company

2. TRACTS NOS. 4348 and 4348E-1:

Leasehold interest and 3/4 of lessor (royalty) interest
in entire tract area.

Owners:

Nabob Oil Company - All of leasehold interest, and
1/4 of total lessor (royalty) interest
Maurine Borne - 1/2 of total lessor (royalty) interest

3. TRACTS NOS. 4351 and 4351E:

Leasehold interest only, in only that portion lying in
Section 17, T. 18 N., R. 7 E., and below high water mark
of Cimarron River.

Owners:

O. O. Owens and
Nabob Oil Company

<u>Total award</u> for all of above interests combined (pursuant to Commissioners' Report) - - - - -	\$6,069.50	\$6,069.50
(royalty - \$ 958.50)		
(leasehold- 5111.00)		

Deposited as estimated compensation:

For: 878-2M (C.A. 5721) - - - - -	None
4348 & 4348E-1 (C.A. 6131) - - - - -	\$748.00
4351 & 4351E (C.A. 6136) - - - - -	\$100.00
Total - - - - -	\$ 848.00

Disbursed to owners - - - - -	None
Balance due to owners - - - - -	\$6,069.50 plus Interest
Deposit deficiency - - - - -	\$5,221.50

It Is Further ORDERED, ADJUDGED and DECREED that the Plaintiff, United States of America, shall pay into the Registry of this Court the deposit deficient

as shown in paragraph 11, together with interest thereon computed at the rate of 6% per annum from August 3, 1963 until the date of deposit of such deficiency sum.

For accounting purposes the Clerk shall credit such deficiency deposit to the deposit for Tract No. 878-2M.

When the said deficiency has been deposited the Clerk of this Court shall disburse from the deposits for subject tracts,

From 878-2M (C.A. 5721) - \$5,221.50 plus all accrued interest,

From 4348 and 4348E-1 (C.A. 6131) - \$748.00, and

From 4351 and 4351E (C.A. 6136) - \$100.00

To:

O. O. Owens, Nabob Oil Company, Thlocco Oil Company and Maurine Borne, jointly, the sum of \$6,069.50 plus all accrued interest on the aforesaid deposit deficiency.

/s/ Allen E. Barrow

UNITED STATES DISTRICT JUDGE

APPROVED:

/s/ Hubert A. Marlow

HUBERT A. MARLOW
Assistant United States Attorney

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

24.99 Acres of Land, More or Less,
Situate in Creek & Pawnee Counties,
Oklahoma, and Lillian Smith, et al,
and Unknown Owners,

Defendants.

CIVIL ACTION NO. 5910

Tracts Nos. 4351 and 4351E

(All Interests)

FILED

JUN 25 1970

John H. Pate CLERK
U. S. DISTRICT COURT.

J U D G M E N T

1.

NOW, on this 25 day of June, 1970, this matter comes on for disposition on application of the Plaintiff, United States of America, for entry of judgment on the Report of Commissioners filed herein on March 18, 1970, and the Court, after having examined the files in this action and being advised by counsel for the Plaintiff, finds that:

2.

The Court has jurisdiction of the parties and the subject matter of this action.

3.

This judgment applies to all interests in the estate taken in the tracts enumerated in the caption above, as such tracts and estate are described in the Complaint and the Declaration of Taking filed in this case.

4.

Service of Process has been perfected either personally or by publication notice, as provided by Rule 71A of the Federal Rules of Civil Procedure, on all parties defendant in this cause who are interested in subject tracts.

5.

The Acts of Congress set out in paragraph 2 of the Complaint filed herein give the United States of America the right, power and authority to condemn for public use the subject property. Pursuant thereto, on March 10, 1964, the United States of America filed its Declaration of Taking of a certain estate in such tracts of land, and title to such property should be vested in the United States of America, as of the date of filing such Declaration of Taking.

6.

Simultaneously with filing the Declaration of Taking, there was deposited in the Registry of this Court as estimated compensation for the taking of the subject property, a certain sum of money, and none of this deposit has been disbursed, as set out below in paragraph 11.

7.

The Report of Commissioners filed herein on March 18, 1970, is hereby accepted and adopted as a finding of fact. The amount of just compensation as to the subject property, as fixed by the Commission, is set out below in paragraph 11.

8.

This judgment will create a deficiency between the amount deposited as estimated just compensation for subject property and the amount fixed by the Commission and the Court as just compensation, and a sum of money sufficient to cover such deficiency should be deposited by the Government. Such deficiency is set out below in paragraph 11.

9.

The defendants named in paragraph 11 as owners of subject property are the only defendants asserting any claim thereto; all other defendants having either disclaimed or defaulted, the named defendants are found to be the owners as of the date of taking, of the estate taken in subject tracts, and, as such, are entitled to receive the just compensation awarded by this judgment.

10.

It Is, Therefore, ORDERED, ADJUDGED and DECREED that the United States of America has the right, power and authority to condemn for public use the subject tracts, as such tracts are described in the Declaration of Taking and the Complaint, filed herein, and such property, to the extent of the estate described in such Declaration of Taking, hereby is condemned, and title thereto is vested in the United States of America, as of the date of filing the Declaration of Taking, and all defendants herein and all other persons are forever barred from asserting any claim to such estate.

11.

It Is Further ORDERED, ADJUDGED and DECREED that the right to receive just compensation for the estate taken in subject tracts is vested in the defendants whose names appear below in this paragraph; the Report of Commissioners of March 18, 1970, is confirmed and the sum therein fixed is adopted as just

compensation for the taking of subject property, and the award is allocated among the owners as shown by the following schedule:

TRACTS NOS. 4351 and 4351E

Total award of just compensation for all interests, pursuant to Commissioners' Report - - - - - \$2,495.00
 Deposited as estimated compensation - - - - - \$1,280.00
 Deposit deficiency - - - - - \$1,215.00

Ownership, and Allocation of Award:

Owners	Interest Owned	Share of Award
Eleanor G. Andrews	2/320	\$ 13.59
W. Clen Brown	2/320	13.59
Etta Field Caves	3/320	20.39
John L. Collins	6/320	40.78
Velma J. Collins	2/320	13.59
Everarde B. McGehee	5/320	33.98
Hobson C. McGehee	5/320	33.98
C. Montfort McGehee	11/320	74.77
Estate of Edwin C. McMillan, deceased (Minna Karl McMillan is Executrix)	4/320	27.19
Dale Benedict	15/32	1,019.53
Josephine T. Saffa	1/16	135.94
M. S. Hamzy	1/128	16.99
Ollie C. Jamell and Joe H. Jamell	1/256	8.50
Estate of Lewis H. Thornton (legal representative is Winfred Thornton)	1/8	271.88
Margaret Khair	11/64	373.84
M. Ralah	1/64	33.98
Joe Jamell	1/256	8.50
Mary Hello	1/64	33.98
O. O. Owens and The Thlocco Oil Company	Road Easement Only	320.00

Disbursals:

No money has been disbursed to any of the owners.

It Is Further ORDERED, ADJUDGED and DECREED that the United States of America shall pay into the Registry of this Court for the benefit of the landowner: the deposit deficiency for the subject tracts in the amount of \$1,215.00, together with interest on such deficiency at the rate of 6% per annum from March 10, 1964, until the date of deposit of such deficiency sum; and such sum shall be placed in the deposit for subject tracts in this civil action.

Upon receipt of such sum, the Clerk of this Court shall disburse from such deposit to each of the owners (except as provided below) his or her share of the award as shown above in paragraph 11, together with each owner's proportionate share of the accrued interest on the aforesaid deposit deficiency.

Provided, that no disbursal shall be made at this time to the following named owners because their addresses are not known:

M. Ralah
Mary Hello
Joe Jamell
M. S. Hamzy

In the event that such persons be found the Court will enter an appropriate order of disbursal.

In the event that the balance due to such defendants, or any part thereof, including accrued interest, remains on deposit for a period of five years from the date of filing this judgment, then after that period, the Clerk of this Court, without further order, shall disburse the balance on deposit for the subject tracts to the Treasurer of the United States of America, pursuant to the provisions of Title 28, Section 2042, U.S.C.

ALLEN F. DARROW

UNITED STATES DISTRICT JUDGE

APPROVED:


HUBERT A. MARLOW
Assistant United States Attorney

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

JUN 25 1970

CLERK
U. S. DISTRICT COURT

United States of America,

Plaintiff,

vs.

199.64 Acres of Land, More or Less,
Situate in Creek, Pawnee & Tulsa
Counties, Oklahoma, and John T.
Steil, et al, and Unknown Owners,

Defendants.

CIVIL ACTION NO. 6079

Tract No. 875-1M

Partial - Covers Leasehold
(Working) Interest
Only

J U D G M E N T

1.

NOW, on this 25 day of June, 1970, this matter comes on for dis-
position on application of the Plaintiff, United States of America, for entry of
judgment on an option contract, whereby the owners of the leasehold interest in
subject tract and the Plaintiff have agreed upon the amount of just compensation
and the Court, after having examined the files in this action and being advised
by counsel for Plaintiff, finds:

2.

This judgment applies only to the leasehold (working) interest in the
estate condemned in Tract No. 875-1M, as such estate and tract are described in
the Complaint and the Declaration of Taking filed in this civil action.

3.

The Court has jurisdiction of the parties and the subject matter of
this action.

4.

Service of Process has been perfected either personally or by publi-
cation notice, as provided by Rule 71A of the Federal Rules of Civil Procedure,
on all parties defendant in this cause who are interested in the subject tract.

5.

The Acts of Congress set out in paragraph 2 of the Complaint herein
give the United States of America the right, power and authority to condemn for
public use the estate described in paragraph 2 herein. Pursuant thereto, on
November 9, 1964, the United States of America has filed its Declaration of Taking
of such described property, and title to the described estate in such property
should be vested in the United States of America as of the date of filing the
Declaration of Taking.

6.

Simultaneously with filing the Declaration of Taking, there was deposited in the Registry of this Court as estimated compensation for the taking of the interest described above in paragraph 2, a certain sum of money, and all of this deposit has been disbursed, as set out below in paragraph 11.

7.

On the date of taking in this action, the owners of the leasehold (working) interest in the estate taken in the subject tract were the defendants whose names are shown below in paragraph 11. Such named defendants are the only persons asserting any claim to such interest. All other persons having either disclaimed or defaulted, such named defendants, as owners, are entitled to receive the just compensation awarded by this judgment.

8.

The owners of the leasehold (working) interest in the estate taken in the subject tract and the United States of America have executed an option contract, as alleged in the Complaint, wherein they have agreed that just compensation for such leasehold interest in the estate condemned in subject tract is in the amount shown as compensation in paragraph 11 and such option contract should be approved.

9.

It Is, Therefore, ORDERED, ADJUDGED and DECREED that the United States of America has the right, power, and authority to condemn for public use Tract No. 875-1M, as such tract is particularly described in the Complaint and Declaration of Taking filed herein; and such tract, to the extent of the estate described in such Declaration of Taking, but limited to the leasehold (working) interest therein, is condemned and title thereto is vested in the United States of America as of the date of filing the Declaration of Taking, and all defendants herein and all other persons interested in such estate are forever barred from asserting any claim to the interest so condemned.

10.

It Is Further ORDERED, ADJUDGED and DECREED that on the date of taking, the owners of the leasehold (working) interest in the estate condemned herein in the subject tract were the persons whose names appear below in paragraph 11, and the right to receive the just compensation awarded by this judgment is vested in the parties so named.

It Is Further ORDERED, ADJUDGED and DECREED that the option contract described in paragraph 8 above, hereby is confirmed; and the sum thereby fixed is adopted as the award of just compensation for the leasehold (working) interest in the estate condemned in subject tract, and such award is allocated among the owners as follows:

TRACT NO. 875-1M
 (Includes Nos. 4322 & E and 4328 & E)
 (As to leasehold (working) interest only)

Total award for all of this interest pursuant to option contract - - - - -	\$44,850.00	\$44,850.00
Total deposit for this interest - - - - -	<u>\$44,850.00</u>	

Ownership, Allocation of Award and Disbursals:

1. As to all of such tract situated above high water mark of Cimarron River:

<u>Owners</u>	<u>Interest</u>	<u>Share of Award</u>	<u>Disbursed to Owner</u>
Adolph Beren, H. H. Beren, and I. H. Beren, co- partners, d/b/a Okmar Oil Company - - -	7/8	\$28,437.50	\$28,437.50
Sheldon K. Beren - - -	1/8	4,062.50	4,062.50

2. As to all of such tract situated below high water mark of the Cimarron River:

<u>Owners</u>	<u>Interest</u>	<u>Share of Award</u>	<u>Disbursed to Owner</u>
C. O. Owens, Nabob Oil Company and Thiocco Oil Company - -	All	\$12,350.00	<u>\$12,350.00</u>

Total Disbursals - - - - - \$44,850.00

APPROVED:

UNITED STATES DISTRICT JUDGE

Hubert A. Marlow

HUBERT A. MARLOW
 Assistant United States Attorney

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,)	
)	
Plaintiff,	)	CIVIL ACTION NO. 6121
)	
vs.	)	Tracts Nos. 4343 and 4348E-1
	)	(All interests)
251.93 Acres of Land, More or Less,)	
Situate in Creek and Pawnee Counties,)	
Oklahoma, and Clarice Wynn, et al,)	
and Unknown Owners,)	
)	
Defendants.))	

FILED

JUN 25 1970

John H. Roe CLERK
U. S. DISTRICT COURT

J U D G M E N T

1.

NOW, on this 25 day of June, 1970, this matter comes on for disposition on application of the plaintiff, United States of America, for entry of Judgment on the Report of Commissioners filed herein on April 20, 1970, and the Court after having examined the files in this action and being advised by counsel for the plaintiff finds that:

2.

The Court has jurisdiction of the parties and the subject matter of this action.

3.

This Judgment applies only to the estates taken in the subject tracts, as such estates and tracts are described in the Complaint and Amendment thereto, and the Declaration of Taking and Amendment thereto filed in this case.

4.

Service of process has been perfected either personally or by publication notice as provided by Rule 71A of the Federal Rules of Civil Procedure on all parties defendant in this cause, who are interested in subject property.

5.

The Acts of Congress set out in Paragraph 2 of the Complaint filed herein give the United States of America the right, power and authority to condemn for public use the subject tracts of land. Pursuant thereto, on January 19, 1965, the United States of America filed its Declaration of

Taking of such tracts of land, and on February 11, 1966, filed an Amendment thereto, and title to such property should be vested in the United States of America, as of the date of the filing of such instruments.

6.

Simultaneously with filing the Declaration of Taking, and the Amendment thereto, there was deposited in the Registry of this Court as estimated compensation for the taking of the subject property a certain sum of money and none of this deposit has been disbursed as set out below in Paragraph 11.

7.

The Report of Commissioners filed herein on April 20, 1970, is hereby accepted and adopted as a finding of fact as to subject tracts. The amount of just compensation for the estates taken in the subject tracts as fixed by the Commission is set out below in Paragraph 11.

8.

This judgment will create a deficiency between the amount deposited as estimated just compensation for subject tracts and the amount fixed by the Commission and the Court as just compensation, and a sum of money sufficient to cover such deficiency should be deposited by the plaintiff. The deficiency is set out below in Paragraph 11.

9.

The defendants named in Paragraph 11 as owners of subject tracts are the only defendants asserting any interest in the estates condemned herein, all other defendants having either disclaimed or defaulted; as of the date of taking the named defendants were the owners of the estates condemned herein and, as such, are entitled to receive the just compensation awarded by this judgment.

10.

It Is, Therefore, ORDERED, ADJUDGED AND DECREED that the United States of America has the right, power, and authority to condemn for public use the subject tracts, as such tracts are described in the Declaration of Taking, as amended, filed herein, and such property to the extent of the estates described in the Declaration of Taking, as amended, is condemned and title thereto is vested in the United States of America, as of the date of the filing of the Declaration of Taking, and all defendants herein and all other persons are forever barred from asserting any claim to such estates.

11.

It Is Further ORDERED, ADJUDGED AND DECREED that the right to receive the just compensation for the estates taken herein in subject tracts is vested in the defendants whose names appear below in this paragraph; the Report of Commissioners of April 20, 1970, is hereby confirmed and the sum therein fixed is adopted as just compensation for the estates taken in subject tracts as shown by the following schedule:

TRACTS NOS. 4348 and 4348E-1

Owners:

Mildred Owens 1/3
Jerry Owens 1/3
Rex Owens 1/3

Award of Just Compensation:

For all interests in estates taken . . .	\$1,930.00	\$1,930.00
Deposited as Estimated Compensation	<u>\$1,570.00</u>	
Deposit Deficiency	<u>\$ 360.00</u>	
Disbursed to Owners		<u>None</u>
Balance Due to Owners		\$1,930.00 plus interest

12.

It Is Further ORDERED, ADJUDGED AND DECREED that the United States of America shall pay into the Registry of this Court for the benefit of the landowners the deposit deficiency for the subject tracts as shown in Paragraph 11, together with interest on such deficiency at the rate of 6% per annum from January 19, 1965, until the date of deposit of such deficiency sum. Upon receipt of such sum, the Clerk of this Court shall disburse from the deposit for subject tracts the following sums of money:

To Mildred Owens \$643.34
plus 1/3 of all accrued interest on
deposit deficiency.

To Jerry Owens \$643.33
plus 1/3 of all accrued interest on
deposit deficiency.

To Rex Owens \$643.33
plus 1/3 of all accrued interest on
deposit deficiency.

HUBERT A. MARLOW
UNITED STATES DISTRICT JUDGE

APPROVED:

Hubert A. Marlow
HUBERT A. MARLOW
Assistant U. S. Attorney

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

JUN 25 1970

John H. Poe
CLERK
U. S. DISTRICT COURT

United States of America,
Plaintiff,

vs.

619.30 Acres of Land, More or Less,
Situate in Pawnee & Creek Counties,
Oklahoma, and James T. Hoke, et al,
and Unknown Owners,

Defendants.

CIVIL ACTION NO. 6131

Tracts Nos. 4348 & 4348E-1

(Partial - 1/4th of Lessor
Interest Only)

J U D G M E N T

1.

NOW, on this 25 day of June, 1970, this matter comes on for disposition on application of the Plaintiff, United States of America, for entry of judgment on the Report of Commissioners filed herein on April 21, 1970, and the Court after having examined the files in this action and being advised by counsel for the Plaintiff, finds that:

2.

The Court has jurisdiction of the parties and the subject matter of this action.

3.

This judgment applies only to 1/4th of the total lessor (royalty) interest in the estate taken in the tracts enumerated in the caption above, as such tracts and estate are described in the Complaint and the Declaration of Taking as amended, filed herein.

4.

Service of Process has been perfected either personally or by publication notice, as provided by Rule 71A of the Federal Rules of Civil Procedure, on all parties defendant in this cause who are interested in subject tracts.

5.

The Acts of Congress set out in paragraph 2 of the Complaint filed herein give the United States of America the right, power and authority to condemn for public use the subject property. Pursuant thereto, on January 29, 1965, the United States of America filed its Declaration of Taking of a certain estate in such tracts of land, and on January 25, 1966, filed an amendment to such instrument, and title to such property should be vested in the United States of America, as of the date of filing such Declaration of Taking.

6.

Simultaneously with filing the Declaration of Taking, there was deposited in the Registry of this Court as estimated compensation for the taking of the subject property, a certain sum of money, and none of this deposit has been disbursed, as set out below in paragraph 11.

7.

The Report of Commissioners filed herein on April 21, 1970 insofar as it applies to the interest described in paragraph 3, is hereby accepted and adopted as a finding of fact. The amount of just compensation as to the subject property, as fixed by the Commission, is set out below in paragraph 11.

8.

This judgment will create a deficiency between the amount deposited as estimated just compensation for subject property and the amount fixed by the Commission and the Court as just compensation, and a sum of money sufficient to cover such deficiency should be deposited by the Government. Such deficiency is set out below in paragraph 11.

9.

The defendants named in paragraph 11 as owners of subject property are the only defendants asserting any claim thereto; all other defendants having either disclaimed or defaulted, the named defendants are found to be the owners of the interest described in paragraph 3 and, as such, are entitled to receive the just compensation awarded by this judgment.

10.

It Is, Therefore, ORDERED, ADJUDGED and DECREED that the United States of America has the right, power and authority to condemn for public use the subject tracts, as such tracts are described in the Declaration of Taking and the Complaint, as amended, filed herein, and such property, to the extent of the interest particularly described above in paragraph 3, hereby is condemned, and title thereto is vested in the United States of America, as of the date of filing the Declaration of Taking, and all defendants herein and all other persons are forever barred from asserting any claim to such interest.

11.

It Is Further ORDERED, ADJUDGED and DECREED that the right to receive just compensation for the property taken, as described above in paragraph 3, is vested in the defendants whose names appear below in this paragraph; the Report of Commissioners of April 21, 1970 insofar as it applies to the subject interest,

is confirmed and the sum therein fixed is adopted as just compensation for subject property, and the award is allocated among the owners as shown by the following schedule:

TRACTS NOS. 4348 AND 4348E-1
1/4 of Total Lessor (Royalty)
Interest Only

OWNERS:

A. N. Boatman, Guardian of
 Easter Sunday Fixaco, Jr. - - - - 6/40 of total lessor
 Kay Sue Hurd - - - - - 1/40 of total lessor
 Patsy Ann Pearson - - - - - 1/40 of total lessor
 Harry Lee Williams - - - - - 1/40 of total lessor
 Johnny Mae Williams - - - - - 1/40 of total lessor
 Total = 1/4 of total lessor

Award of just compensation for subject interest pursuant to Commissioners' Report - - - -	\$319.50	\$319.50
Deposited as estimated compensation for this interest - - - - -	187.00	
Disbursed to owners - - - - -		<u>None</u>
Balance due to owners - - - - -		\$319.50 plus interest
Deposit deficiency - - - - -	\$132.50	

12.

It Is Further ORDERED, ADJUDGED and DECREED that the United States of America shall pay into the Registry of this Court for the benefit of the landowners the deposit deficiency for the subject interest in the amount of \$132.50, together with interest on such deficiency at the rate of 6% per annum from January 29, 1965, until the date of deposit of such deficiency sum; and such sum shall be placed in the deposit for subject tracts in this civil action.

Upon receipt of such sum, the Clerk of this Court shall disburse from such deposit certain sums as follows:

A. N. Boatman, Guardian of
 Easter Sunday Fixaco, Jr. - - - - \$191.70, plus 3/5 of all
 accrued interest on the aforesaid deposit deficiency;
 Kay Sue Hurd - - - - - \$31.95, plus 1/10 of all
 accrued interest on the aforesaid deposit deficiency;
 Patsy Ann Pearson - - - - - \$31.95, plus 1/10 of all
 accrued interest on the aforesaid deposit deficiency;
 Harry Lee Williams - - - - - \$31.95, plus 1/10 of all
 accrued interest on the aforesaid deposit deficiency;

Johnny Mae Williams - - - - - \$31.95, plus 1/10 of all
accrued interest on the aforesaid deposit deficiency.

Hubert A. Marlow

UNITED STATES DISTRICT JUDGE

APPROVED:

Hubert A. Marlow

HUBERT A. MARLOW
Assistant United States Attorney

FILED

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

JUN 25 1970

CLERK
U. S. DISTRICT COURT

United States of America,

Plaintiff,

vs.

230.87 Acres of Land, More or Less,
Situate in Creek County, Oklahoma,
and General American Oil Company of
Texas, et al, and Unknown Owners,

Defendants.

CIVIL ACTION NO. 6136

Tracts Nos. 4351 & 4351E

(Partial - All Interests
Except "Owens" Interest)

J U D G M E N T

1.

NOW, on this 25 day of June, 1970, this matter comes on for dis-
position on application of Plaintiff, United States of America, for entry of
judgment, and the Court, after having examined the files in this action and being
advised by counsel for Plaintiff, finds:

2.

This judgment applies only to the following interests in the estate
taken in Tracts Nos. 4351 and 4351E, as such estates and tracts are described in
the Complaint filed herein:

1. All of the lessor (royalty) interest in entire tract area,
2. All of the leasehold interest in only those parts of the
subject tracts which are situated as follows:
 - a. Above high water mark of the Cimarron River,
in Section 17, T. 18 N., R. 7 E.
 - b. All, to-wit, both above and below high water
mark, in Sections 18 and 19, T. 18 N., R. 7 E.
(Note: This excludes only the "Owens" interest
in the leasehold. The "Owens" lease covered
the area below high water mark in Sec. 17, and
that interest is adjudicated in another judgment.)

3.

The Court has jurisdiction of the parties and subject matter of this
action.

4.

Service of Process has been perfected either personally or by publi-
cation notice, as provided by Rule 71A of Federal Rules of Civil Procedure, on
all parties defendant in this cause who are interested in subject tracts.

5.

The Acts of Congress set out in paragraph 2 of the Complaint herein give the United States of America the right, power, and authority to condemn for public use the estates described in paragraph 2 herein. Pursuant thereto, on February 11, 1965, the United States of America filed its Declaration of Taking of such described property, and title to the described interests in such property should be vested in the United States of America as of the date of filing the Declaration of Taking.

6.

Simultaneously with filing the Declaration of Taking, there was deposited in the Registry of the Court, as estimated compensation for the taking of certain estates in subject tracts a certain sum of money, and part of this deposit has been disbursed, as set out below in paragraph 12.

7.

On the date of taking in this action, the owners of the subject interests in the estates taken in subject tracts were the defendants whose names are shown in paragraph 12 below, and the interest owned by each defendant is shown following his or her name. Such named defendants are the only persons asserting any claim to the interests covered by this judgment, all other persons having either disclaimed or defaulted, and such named defendants are entitled to receive the just compensation awarded by this judgment.

8.

The owner of the leasehold interest covered by this judgment, as described above in paragraph 2, and the Plaintiff, have executed an option contract, as alleged in the Complaint herein, in which contract said owner and the Plaintiff have agreed upon the amount of just compensation for such leasehold interest in the estate taken in the subject tracts. Such option contract should be approved.

9.

The issue of just compensation for the lessor (royalty) interests in the estates taken in subject tracts was tried to Commissioners appointed by the Court, and their Report thereon was filed in this case on March 18, 1970. The amount of just compensation for such lessor interests as fixed by the Commissioners is shown below in paragraph 12. The Report of Commissioners as to such lessor interests in subject tracts should be approved.

10.

It Is, Therefore, ORDERED, ADJUDGED and DECREED that the United States of America has the right, power and authority to condemn for public use Tracts Nos. 4351 and 4351E, as such tracts are particularly described in the Complaint and Declaration of Taking filed herein; and such tracts, to the extent of the estates described in such Declaration of Taking (but limited to the interests described above in paragraph 2), are condemned and title thereto is vested in the United States of America, as of the date of filing such Declaration of Taking, and all defendants herein and all other persons interested in such interests in such estates are forever barred from asserting any claim to such estates.

11.

It Is Further ORDERED, ADJUDGED and DECREED that on the date of taking, the owners of the interests in subject tracts as described above in paragraph 2 were the defendants whose names appear below in paragraph 12, and the interest owned by each defendant is shown following his or her name. The right to receive the just compensation awarded by this judgment is vested in the parties so named.

12.

It Is Further ORDERED, ADJUDGED and DECREED that the Option Contract described in paragraph 8 above, and the Report of Commissioners, filed herein on March 18, 1970, hereby are confirmed and the sums therein fixed are adopted as the awards of just compensation for the various interests covered by this judgment, as follows:

TRACTS NOS. 4351 AND 4351E
(As to interests described
in paragraph 2)

1. Ownership and Awards:

A. Lessor interest in area <u>above high water mark</u>	<u>Interest Owned</u>	<u>Share of Award Pursuant to Comm. Report</u>
<u>Owners:</u>		
Josephine T. Saffa	1/16	\$159.00
Estate of Lewis H. Thornton (legal representative is Winfred Thornton)	3/32	238.50
Margaret Khair	11/64	437.25
M. Ralah	1/64	39.75
Mary Hello	1/64	39.75
Joe Jamell	1/256	9.94
Ollie C. Jamell and Joe H. Jamell	1/256	9.94

<u>Owners</u>	<u>Interest Owned</u>	<u>Share of Award Pursuant to Comm. Report</u>
M. Hamzy	1/128	\$ 19.87
Patrick B. Ward	1/64	39.75
Patrick L. O'Conner	1/64	39.75
Livingston Oil Company	15/32	1,192.50
Eleanor G. Andrews	2/320	15.90
W. Clen Brown	2/320	15.90
Etta Field Caves	3/320	23.85
John L. Collins	6/320	47.70
Velma J. Collins	2/320	15.90
Everarde B. McGehee	5/320	39.75
Hobson C. McGehee	5/320	39.75
C. Montfort McGehee	11/320	87.45
Estate of Edwin C. McMillan, deceased (Minna Karl McMillan is Executrix)	4/320	31.80

Total award for this interest,
pursuant to Commissioners' Report - - - - - \$2,544.00

B. Lessor interest in area
below high water mark:

<u>Owners:</u>	<u>Interest Owned</u>	<u>Share of Award Pursuant to Comm. Report</u>
Josephine T. Saffa	16/256	\$ 25.63
Estate of Lewis H. Thornton (legal representative is Winfred Thornton)	26/256	41.64
Margaret Khair	44/256	70.47
M. Ralah	4/256	6.41
Margaret Walsh Shea	39/256	62.46
Mary Hello	3/256	4.80
Joe Jamell	1/256	1.60
Ollie Jamell and Joe H. Jamell	1/256	1.60
M. Hamzy	2/256	3.20
Patrick B. Ward	3/256	4.80
Patrick L. O'Conner	3/256	4.80
Livingston Oil Company	90/256	144.14
Eleanor G. Andrews	6/1280	1.92

<u>Owners</u>	<u>Interest Owned</u>	<u>Share of Award Pursuant to Comm. Report</u>
W. Clen Brown	6/1280	\$ 1.92
Etta Field Caves	9/1280	2.88
John L. Collins	18/1280	5.78
Velma J. Collins	6/1280	1.92
Everarde B. McGehee	15/1280	4.81
Hobson C. McGehee	15/1280	4.81
C. Montfort McGehee	33/1280	10.57
Estate of Edwin C. McMillan, deceased (Minna Karl McMillan is Executrix)	12/1280	3.84

Total award for this interest,
pursuant to Commissioners' Report - - - - - \$410.00

C. Leasehold interest (in part described in paragraph 2)

Owner:

General American Oil Company

Total award pursuant to Option Contract - - - - - \$18,000.00

Total amount disbursed to owner - - - - - \$18,000.00

2. Deposit, Total Award and Disbursals:

Total amount deposited as estimated compensation for all interests covered by this judgment - - - - - \$24,850.00 \$24,850.00

Total of awards for all interests covered by this judgment - - - - - \$20,954.00

Overdeposit - - - - - \$ 3,896.00

Disbursals only as follows:

To Josephine T. Saffa \$ 428.12
(Total of awards for her interests was \$184.63, so this was an overpayment of \$243.49.)

To General American Oil Company 18,000.00

Total disbursals - - - - - 18,428.12

Balance on deposit - - - - - \$ 6,421.88

13.

It Is Further ORDERED, ADJUDGED and DECREED that the United States of America have judgment against Josephine T. Saffa, in the amount of \$243.49 for the overpayment to her, as shown above in paragraph 12.

In payment of such judgment the said defendant shall deposit the sum of \$243.49 in the Registry of this Court. When such payment has been made the Clerk of this Court shall disburse said sum to the Treasurer, United States of America, and the Plaintiff shall execute and file in this case its Release of this judgment.

14.

It Is Further ORDERED that the Clerk of this Court now shall disburse from the deposit for the subject tracts certain sums as follows:

Winfred Thornton, for and on behalf of the Estate of Lewis H. Thornton - - - - -	\$ 280.14
Margaret Khair - - - - -	507.72
Margaret W lsh Shea - - - - -	62.46
Ollie C. Jamell and Joe H. Jamell, jointly - - - - -	11.54
Patrick L. O'Conner - - - - -	44.55
Livingston Oil Company - - - - -	1,336.64
Eleanor G. Andrews - - - - -	17.82
W. Clen Brown - - - - -	17.82
Etta Field Caves - - - - -	26.73
John L. Collins - - - - -	53.48
Velma J. Collins - - - - -	17.82
Everarde B. McGehee - - - - -	44.56
Hobson C. McGehee - - - - -	44.56
C. Montfort McGehee - - - - -	98.02
Minna Karl McMillan, Executrix of the estate of Edwin C. McMillan - - - - -	35.64
Treasurer, United States of America - - - - -	<u>3,652.51</u>
Total - -	\$6.252.01

15.

It Is Further ORDERED that the sum of \$169.87, representing the cumulative total of the awards for the interests of M. Ralah, Mary Hello, Joe Jamell,

M. Hamzy and Patrick B. Ward, shall not be disbursed at this time because the addresses of such owners are not known. In the event that such persons be found the Court will enter an appropriate order of disbursal.

In the event that the balance due to such defendants, or any part thereof, remains on deposit for a period of five years from the date of filing this judgment, then after that period, the Clerk of this Court, without further order, shall disburse the balance on deposit for the subject tracts to the Treasurer of the United States of America, pursuant to the provisions of Title 28, Section 2042, U. S. C.

ALLEN E. BARKROW
UNITED STATES DISTRICT JUDGE

APPROVED:

Hubert A. Marlow
HUBERT A. MARLOW
Assistant United States Attorney

IN THE UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF OKLAHOMA

HEUBLEIN, INC., a corporation,)
)
 Plaintiff,)
)
 vs.)
)
 GLEASON ROMANS, d/b/a)
 GLEASON ROMANS COMPANY,)
)
 Defendant.)

Civil Action No. 6448

FILED

JUN 25 1970

John H. Poe

CLERK

U. S. DISTRICT COURT

JOURNAL ENTRY OF JUDGMENT

Now on this 25th day of June, 1970, there comes on for trial the above captioned cause regularly assigned before me the undersigned Judge of the United States District Court; and the plaintiff is represented by Henry L. Fist of Rosenstein, Livingston, Fist & Ringold, and the defendant is present and is represented by Pat Malloy; and both parties having announced ready for trial, and a jury having been waived, the Court proceeds to examine the file and the evidence which has been introduced, and having heard the testimony of witnesses sworn and examined in open Court and having heard the argument of counsel and being fully advised in the premises, and in consideration thereof, finds:

1. This Court has jurisdiction of these parties and this action based on diversity of citizenship and an amount in controversy exceeding ten thousand dollars, exclusive of interest and costs.

2. All allegations contained in plaintiff's amended complaint are true and defendant is presently indebted to the plaintiff as follows:

(A) Defendant purchased merchandise on January 7, 1966, in the amount of \$4,812.16, which amount became due on February 6,

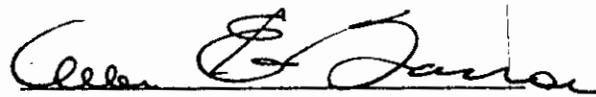
1966, and therefore defendant became liable for said principal amount plus interest at the rate of 6% per annum from and after February 6, 1966, to the date of this judgment in the total amount of \$1,251.16 (computed through June 6, 1970). The defendant owes to the plaintiff the amount of \$6,063.32 on this account.

(B) Defendant purchased merchandise on February 14, 1966, in the amount of \$19,805.61, which amount became due on March 16, 1966, and therefore defendant became liable for said principal amount plus interest at the rate of 6% per annum from and after March 16, 1966, to the date of this judgment in the total amount of \$5,149.40 (computed through June 6, 1970); the defendant owes to the plaintiff the amount of \$24,955.01 on this account.

3. By reason of the purchases by the defendant, from the plaintiff, on January 7, 1966, and February 14, 1966, the defendant is indebted to the plaintiff in the total amount of \$31,018.33 for which amount the plaintiff should have and recover judgment.

4. This is an action to recover an open account for which the plaintiff is entitled to an attorney's fee in the amount of \$ 1500.00 which this Court finds to be reasonable in all respects.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff have and recover judgment against the defendant in the principal amount of thirty one thousand eighteen dollars and 33/100 (\$31,018.33) plus interest thereon at the rate of 10% per annum from the date of judgment until paid, an attorney's fee in the amount of \$ 1500.00 and all its costs incurred herein, all of which let execution issue. Defendant is allowed an exception to the foregoing findings and judgment.


JUDGE ALLEN E. BARROW

APPROVED AS TO FORM:

HEUBLEIN, INC.

By Henry L. Fist

Henry L. Fist
Rosenstein Livingston,
Fist & Ringold

GLEASON ROMANS d/b/a
GLEASON ROMANS COMPANY

By Pat Malloy

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,)
)
Plaintiff,) Civil Action No. 67-C-95
)
vs.) Tract No. 9928-2M
)
371.79 Acres of Land, More or Less,)
Situat e in Creek and Pawnee Counties,)
Oklahoma, and Thomas F. McCullough,)
et al, and Unknown Owners,)
)
Defendants.)

FILED

JUN 25 1970
John M. Fox
CLERK
U. S. DISTRICT COURT

J U D G M E N T

1.

Now, on this 25 day of June, 1970, this matter comes on for disposition on application of the plaintiff, United States of America, for entry of judgment on the Report of Commissioners filed herein on May 5, 1970, and the Court after having examined the files in this action and being advised by counsel for the plaintiff, finds that:

2.

The Court has jurisdiction of the parties and the subject matter of this action.

3.

This judgment applies only to the estate condemned in Tract No. 9928-2M, as such estate and tract are described in the Complaint and Declaration of Taking, filed herein.

4.

Service of Process has been perfected either personally or by publication notice as provided by Rule 71A of the Federal Rules of Civil Procedure on all parties defendant in this cause, who are interested in subject property.

5.

The Acts of Congress set out in paragraph 2 of the Complaint filed herein give the United States of America the right, power and authority to condemn for public use the subject tract of land. Pursuant thereto, on June 13, 1967, the United States of America filed its Declaration of Taking of such tract of land, and title to such tract should be vested in the United States of America, as of the date of filing such instrument.

6.

Simultaneously with filing the Declaration of Taking, there was deposited in the Registry of this Court as estimated compensation for the estate taken in the subject tract a certain sum of money, and none of this deposit has been disbursed as set out below in paragraph 10.

7.

The Report of Commissioners filed herein on May 5, 1970, hereby is accepted and adopted as a finding of fact as to subject tract. The amount of just compensation for the estate taken in the subject tract, as fixed by the Commission, is set out below in paragraph 10.

8.

The defendants named in paragraph 10 as owners of the subject tract are the only defendants asserting any interest in the estate condemned herein, all other defendants having either disclaimed or defaulted; as of the date of taking the named defendants were the owners of the respective interests in the estate condemned herein as shown in such paragraph 10 and, as such, are entitled to receive the just compensation awarded by this judgment.

9.

It Is, Therefore, ORDERED, ADJUDGED AND DECREED that the United States of America has the right, power, and authority to condemn for public use the subject tract, as such tract is described in the Declaration of Taking filed herein, and such property, to the extent of the estate described in the Declaration of Taking filed herein, is condemned, and title thereto is vested in the United States of America, as of the date of filing such Declaration of Taking, and all defendants herein and all other persons are forever barred from asserting any claim to such estate.

10.

It Is Further ORDERED, ADJUDGED AND DECREED that the right to receive the just compensation for their respective interests in the estate taken herein in subject tract is vested in the defendants whose names appear below in this paragraph; the Report of Commissioners of May 5, 1970, is hereby confirmed and the sums therein fixed are adopted as just compensation for the estate taken in subject tract as shown by the following schedule:

Award of just compensation:

For lessor interest (1/8) - - - - -	\$1,350.00	
For (15/16 of 7/8) working interest - - -	405.00	
For (1/16 of 7/8) overriding royalty interest - - - - -	<u>45.00</u>	
Total - - - - -	\$1,800.00	\$1,800.00
Deposited as estimated compensation - - - - -	\$1,800.00	
Disbursed to owners - - - - -		None
Deposit deficiency - - - - -		<u>None</u>

Ownership, Distribution of Awards and Disbursals:

1. Lessor Interest (1/8):

<u>Owners</u>	<u>Interest</u>	<u>Share of Award & Balance Due</u>
Clara Mae Greenwood - - - - -	1/84	\$ 16.08
Clayton D. Greenwood - - - - -	1/84	16.08
Talmadge O. Greenwood - - - - -	1/84	16.08
Dorothy L. Roper - - - - -	1/84	16.08
Billy J. Greenwood - - - - -	1/84	16.08
Bobby G. Greenwood - - - - -	1/84	16.08
George Benson Cree, Jr. - - - - -	14/84	225.00
Bettye Cree Reid - - - - -	14/84	225.00
Richard Cree - - - - -	14/84	225.00
Glen V. Evans - - - - -	10/84	160.71
C. M. Evans - - - - -	2/84	32.14
Evans DeFord - - - - -	3/84	48.21
Maggie Evans Gage - - - - -	6/84	96.42
Mazie DeFord Dupont - - - - -	3/84	48.21
C. D. Evans - - - - -	6/84	96.42
Hazel Evans Smith)		25.71
Ethel Ward)		25.71
Lulu Evans) - - - - -	6/84	25.71
Jeanne G. Thatcher)		<u>19.28</u>
Total - -		\$1,350.00

2. Working Interest (15/16 of 7/8):

Glen V. Evans and Alice Mae Evans - All \$405.00

3. Overriding Royalty Interest (1/16 of 7/8):

Roberta W. Bailey, Executrix of the Estate of John M. Bailey, deceased - - -	1/32	\$ 22.50
R. C. Hall - - - - -	1/64	11.25
Dollie R. Hall - - - - -	1/64	<u>11.25</u>
Total - -		\$ 45.00

11.

It Is Further ORDERED that the Clerk of this Court now shall disburse the deposit for the subject tract to the owners (except R. C. Hall), paying each owner the sum shown following his or her name in paragraph 10 above.

No disbursal shall be made to R. C. Hall at this time because his address is wholly unknown. In the event that such person be located the Court will enter an appropriate order of disbursal.

In the event that the balance due to such defendant, or any part thereof, remains on deposit for a period of five years from the date of filing this judgment, then after that period, the Clerk of this Court, without further order, shall disburse the balance on deposit for the subject tract to the Treasurer of the United States of America, pursuant to the provisions of Title 28, Section 2042, U.S.C.

ANNIE E. CARROW
UNITED STATES DISTRICT JUDGE

APPROVED:

Hubert A. Marlow

HUBERT A. MARLOW
Assistant United States Attorney

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN
DISTRICT OF OKLAHOMA

SIALS SMITH,)
)
 Plaintiff,)
)
 vs.) NO. 69-C-212
)
 NATIONAL TRAILER CONVOY, INC.,)
 an Oklahoma Corporation,)
)
 Defendant.)

NO. 69-C-212

FILED

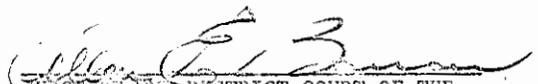
JUN 26 1970

CLERK
U.S. DISTRICT COURT

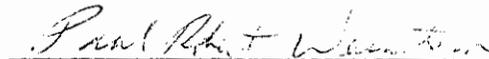
ORDER OF DISMISSAL

ON this 26th day of June, 1970, upon the written application of the parties for a dismissal with prejudice of the Complaint and all causes of action, the Court, having examined said Application, finds that said parties have entered into a compromise settlement covering all claims involved in the Complaint and have requested the Court to dismiss said Complaint with prejudice to any future action, and the Court being fully advised in the premises, finds that said Complaint should be dismissed pursuant to said Application.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT that the cause of action of the Plaintiff filed herein against the Defendant be and the same is hereby dismissed with prejudice to any future action.


JUDGE OF THE DISTRICT COURT OF THE
UNITED STATES FOR THE NORTHERN DISTRICT
OF OKLAHOMA

APPROVED AS TO FORM:


Attorney for Plaintiff


Richard D. Wagner, Attorney for
Defendant

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

THE UNITED STATES OF AMERICA
for the use of SINGER STEEL, INC.,
an Oklahoma corporation,

Plaintiff,

vs.

MARTIN-MADDOX ASSOCIATES, INC.,
a corporation, and the AETNA
CASUALTY & SURETY CO. OF HARTFORD,
CONNECTICUT,

Defendants.

No. 70-C-63

FILED

JUN 26 1970

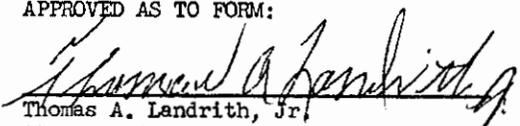
CLERK
U. S. DISTRICT COURT

ORDER OF DISMISSAL WITH PREJUDICE

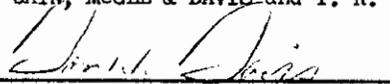
Now on this 26th day of June, 1970 for good cause shown and upon
the joint application of all the parties to this cause, the above cause is
hereby ordered to be dismissed with prejudice.


Judge

APPROVED AS TO FORM:


Thomas A. Landrith, Jr.
Attorney for Plaintiff

IRION, CAIN, MCGEE & DAVIS and T. R. BRETT

By 
Don W. Davis
Attorneys for Defendants

FILED

JUN 26 1970

John H. Poe CLERK
U. S. DISTRICT COURT

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

LIBERTY GLASS COMPANY,)	
a corporation,)	
)	
Plaintiff,	)	70-C-187 ✓
)	
vs.)	
)	
ARKANSAS-BEST FREIGHT)	
SYSTEM, INC.,)	
)	
Defendant.)	
)	
LIBERTY GLASS COMPANY,)	
a corporation,)	
)	
Plaintiff,	)	70-C-188 ✓
)	
vs.)	
)	
SPECTOR FREIGHT SYSTEMS, INC.,)	
)	
Defendant.)	
)	
LIBERTY GLASS COMPANY,)	
a corporation,)	
)	
Plaintiff,	)	70-C-191 ✓
)	
vs.)	
)	
TRANSCON LINES, a)	
corporation,)	
)	
Defendant.)	

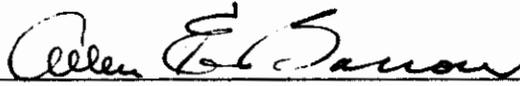
ORDER CONSOLIDATING

The Court has for consideration the Motions to Consolidate filed by the defendants, the brief in support thereof, and being fully advised in the premises, finds:

That said cases should be consolidated.

IT IS, THEREFORE, ORDERED by the Court that 70-C-188
and 70-C-191 be and they are consolidated with 70-C-187.

ENTERED this 26th day of June, 1970.



UNITED STATES DISTRICT JUDGE

FILED

JUN 26 1970

John H. Poe CLERK
U. S. DISTRICT COURT

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

LIBERTY GLASS COMPANY,
a corporation,

Plaintiff,

vs.

ARKANSAS-BEST FREIGHT
SYSTEM, INC.,

Defendant.

70-C-187 ✓

LIBERTY GLASS COMPANY,
a corporation,

Plaintiff,

vs.

SPECTOR FREIGHT SYSTEMS, INC.,

Defendant.

70-C-188

LIBERTY GLASS COMPANY,
a corporation,

Plaintiff,

vs.

TRANSCON LINES, a
corporation,

Defendant.

70-C-191 ✓

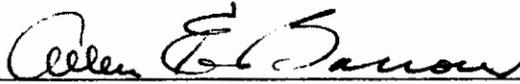
ORDER CONSOLIDATING

The Court has for consideration the Motions to Consolidate
filed by the defendants, the brief in support thereof, and being
fully advised in the premises, finds:

That said cases should be consolidated.

IT IS, THEREFORE, ORDERED by the Court that 70-C-188
and 70-C-191 be and they are consolidated with 70-C-187.

ENTERED this 26th day of June, 1970.



UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN
DISTRICT OF OKLAHOMA

READING & BATES OFFSHORE)
DRILLING COMPANY,)
A Corporation,)
)
Plaintiff,)
)
vs.)
)
UNITED STATES FIDELITY AND)
GUARANTY COMPANY,)
A Corporation,)
)
Defendant.)

NO. 70-C-118

FILED

JUN 26 1970

John H. Mac CLERK
U.S. DISTRICT COURT

ORDER OF DISMISSAL

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On this 26th day of June, 1970, upon the written Application of the parties for a dismissal of the Complaint and cause of action, with Prejudice the Court having examined said Application, finds that said parties have entered into a compromise settlement covering all claims involved in the Complaint and have requested the Court to dismiss said Complaint with prejudice to any future action, and the Court being fully advised in the premises, finds that said Complaint should be dismissed pursuant to said Application.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the Complaint and Cause of Action of Plaintiff filed herein against the Defendant be and the same is hereby dismissed with prejudice to any future action.

William E. ...
JUDGE OF THE DISTRICT COURT OF THE
UNITED STATES, NORTHERN DISTRICT OF OKLAHOMA

APPROVED AS TO FORM:

Robert Biolchini
Robert Biolchini, Attorney for Plaintiff

Richard D. Wagner
Richard D. Wagner, Attorney for Defendant

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF CALIFORNIA

United States of America,

Plaintiff,

vs.

Civil No. 70-C-46

Kenneth Edward Baysinger and
Marcia Ann Baysinger, Willard A.
Kays and Vera C. Kays, and Alton
Eugene Van Aernam and Mary Margaret
Van Aernam,

Defendants.

FILED

JUN 29 1970

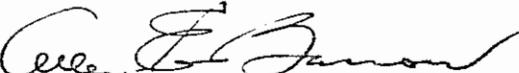
John J. P... Clerk
CLERK
U. S. DISTRICT COURT

AMENDMENT TO JUDGMENT OF FORECLOSURE

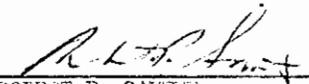
THIS MATTER COMES ON for consideration this 28 day of
June 1970, the Plaintiff, United States of America, seeking to amend
the Judgment entered previously herein on June 11, 1970.

The Court being fully advised finds that the Judgment
entered previously herein on June 11, 1970, should be Amended to
substitute the name Willard A. Kays for the name William A. Kays in
each and every instance the latter name appears in said Judgment.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that the name
Willard A. Kays be, and the same is hereby substituted for the name
William A. Kays, in each and every instance the latter name appears in
the Judgment entered herein on June 11, 1970.


CECIL F. BANNAN
UNITED STATES DISTRICT JUDGE

APPROVED:


ROBERT P. SANTEE
Assistant U. S. Attorney

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

Plaintiff,

vs.

Civil No. 70-C-64

William R. Cornelison and
Violet N. Cornelison, James B.
Wright and Jessie L. Wright,
a/k/a Jessie Lois Wright, and
Commerce Acceptance of Bartlesville,
Incorporated, and Sutton-Beals
Realtors,

Defendants.

FILED

JUN 29 1970

John H. Foo
CLERK
U. S. DISTRICT COURT

JUDGMENT OF FORECLOSURE

THIS MATTER COMES ON for consideration this 29th day of June, 1970, the defendant, Commerce Acceptance of Bartlesville, Inc., a corporation, appearing by James H. Laughlin, its attorney, and the defendants, William R. Cornelison and Violet N. Cornelison, James B. Wright and Jessie L. Wright, a/k/a Jessie Lois Wright, and Sutton-Beals Realtors, appearing not; and

The Court being fully advised and having examined the file herein finds that the defendant, Commerce Acceptance of Bartlesville, Inc., a corporation, has heretofore filed its Answer disclaiming any right, title and interest in and to the real property which is the subject of this foreclosure proceeding; and

It further appearing and the Court finds that due and legal personal service of summons has been made on the defendants, Sutton-Beals Realtor, and William R. Cornelison and Violet N. Cornelison, requiring each of them to answer the complaint filed herein not more than twenty (20) days after service of summons; and it further appearing that legal service by publication was made upon the defendants, James B. Wright and Jessie L. Wright, a/k/a Jessie Lois Wright, requiring each of them to answer the complaint filed herein no later than May 27, 1970, and it appearing that the defendants, William R. Cornelison and Violet N. Cornelison, James B. Wright and Jessie L. Wright, a/k/a Jessie Lois Wright, and Sutton-Beals Realtors, have failed to file an Answer herein and default has been entered by the Clerk of this Court; and

The Court further finds that the material allegations of the plaintiff's complaint are true and correct; that the defendant, William R. Cornelison, did, on March 4, 1965, execute and deliver to the Administrator of Veterans Affairs their mortgage and mortgage note for the sum of \$3,500.00, with interest thereon at the rate of 5 $\frac{1}{2}$ % per annum, and further providing for the payment of monthly installments of principal and interest; and

It further appearing that the defendant, Violet N. Cornelison, has or claims some right, title or interest in and to the premises herein being foreclosed by reason of her marriage to the defendant, William R. Cornelison, but in this regard, plaintiff states that whatever right, title, or interest the defendant, Violet N. Cornelison, has in and to the said property being foreclosed herein is junior and inferior to the first mortgage lien of this plaintiff; and

It further appearing that the defendants, James B. Wright and Jessie L. Wright, a/k/a Jessie Lois Wright, have or claim some right, title or interest in and to the premises herein being foreclosed by reason of a General Warranty Deed, dated August 10, 1965, and filed of record in the Office of the County Clerk, Tulsa County, Oklahoma, on June 21, 1966, Book 3725, Page 323, but in this regard, plaintiff states that whatever right, title, or interest the defendants, James B. Wright and Jessie L. Wright, a/k/a Jessie Lois Wright, have in and to the said property being foreclosed herein is junior and inferior to the first mortgage lien of this plaintiff; and

It further appearing that the defendant, Sutton-Beals Realtors, has or claims some right, title, or interest in and to the premises herein being foreclosed by reason of a Real Estate Mortgage dated August 16, 1965, and filed of record in the Office of the County Clerk of Tulsa County, Oklahoma, on December 2, 1968, in Book 3871, Page 895, but in this regard, plaintiff states that whatever right, title, or interest the defendant, Sutton-Beals Realtors, has in and to said property being foreclosed herein is junior and inferior to the first mortgage lien of this plaintiff; and

It further appearing that the defendants, William R. Cornelison and Violet N. Cornelison, James B. Wright and Jessie L. Wright, a/k/a Jessie Lois Wright, and Sutton-Seals Realtors, made default under the terms of the aforesaid mortgage note and mortgage by reason of their failure to make monthly installments due thereon on June 1, 1969, which default has continued and that by reason thereof the defendants are now indebted to the Plaintiff in the sum of \$3,156.74, with interest thereon at the rate of 5 $\frac{1}{2}$ % per annum from June 1, 1969, until paid.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that the Plaintiff, United States of America, have and recover judgment against the defendants, William R. Cornelison, James B. Wright and Jessie L. Wright, a/k/a Jessie Lois Wright, for the sum of \$3,156.74, with interest thereon at the rate of 5 $\frac{1}{2}$ % per annum from June 1, 1969, until paid, plus the cost of this action accrued and accruing, plus the sum of \$22.50 expended for the preservation of property, and the sum of \$26.00 expended for abstracting fees.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that upon failure of the defendants, William R. Cornelison, James B. Wright and Jessie L. Wright, a/k/a Jessie Lois Wright, to satisfy the judgment of the Plaintiff herein, an Order of Sale shall issue to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell, with appraisalment, the following described real property:

Lot Sixteen (16), Block Four (4), Lake-View Heights Amended Addition to the City of Tulsa, Tulsa County, State of Oklahoma, according to the recorded plat thereof,

and apply the proceeds thereof in satisfaction of Plaintiff's judgment. The residue, if any, to be deposited with the Clerk of the Court to await further Order of the Court.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that from and after the sale of said property under and by virtue of this judgment, the defendants, William R. Cornelison, James B. Wright and Jessie L. Wright, a/k/a Jessie Lois Wright, and each of them, and all persons claiming by, through or under said defendants, since the filing of the Complaint herein, be and they are forever barred and foreclosed from every right, title or interest in or to the heretofore described real property.

APPROVED:

15 Robert P. Saville
ROBERT P. SAVILLE
Assistant U. S. Attorney

Walter Bohannon
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN

DISTRICT OF OKLAHOMA

FILED

THELMA L. WHITE,

Plaintiff,

-vs-

PATRICK WAYNE RYAN,

Defendant.

JUN 30 1970

CLERK
U. S. DISTRICT COURT

NO. 70-C-42

ORDER OF DISMISSAL

On the application of both parties the above and foregoing *cause of*
action is dismissed with prejudice.

Allen E. Dawson

JUDGE OF THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN
DISTRICT OF OKLAHOMA

FILED

JUN 30 1970

ERNEST E. WHITE,

Plaintiff,

-vs-

PATRICK WAYNE RYAN,

Defendant.

CLERK
U. S. DISTRICT COURT

NO. 70-C-43

APPLICATION FOR ORDER OF DISMISSAL WITH PREJUDICE

Comes now the Plaintiff and the Defendant and moves the Court to enter its order dismissing the above-entitled action with prejudice to any future action and further shows to the Court that all the issues have been fully and completely settled.

Ernest E. White
Plaintiff

E. E. White
Attorney for Plaintiff

Richard D. Gehlen
Attorney for Defendant

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,

vs.

Allen Ray Craig,

70-0-206
Civil No. _____

FILED

JUN 30 1970

O R D E R

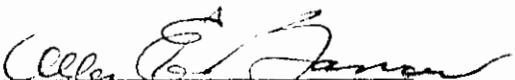
CLERK
U. S. DISTRICT COURT

This day came on for consideration the petition of the United States in this cause; and it appearing to the Court that the patient has been fully advised of his rights as set forth in Title 42 U.S.C. Section 3411, et seq. (Title III, Section 301, et seq. Public Law 89-793); and the Court having determined that there is reasonable cause to believe that the patient is a narcotic addict, and that there are not any appropriate State or other facilities available for his treatment pursuant to said law, it is hereby

ORDERED that the patient be committed to the custody of the Surgeon General for examination under Title 42 U.S.C. Section 3413 (Title III, Section 303, Public Law 89-793), to determine whether or not he is a narcotic addict who is likely to be rehabilitated. The written report required of each examining physician shall be filed with the Court and copies thereof furnished to the patient, not later than twenty (20) days after the patient is received at the facility hereinafter designated, and the patient shall be detained for an additional period of ten (10) days at the institution, pending further order of the Court. Provided, however, in the event both examining physicians conclude in their respective written reports that the patient is a narcotic addict who is likely to be rehabilitated through treatment, and, if the patient by written instrument filed with the Court along with, and at the same time as, the reports of the examining physicians, waives any right he may have to notice and hearing on the issue as to whether or not he is a narcotic addict who is likely to be rehabilitated through treatment, and requests that he be forthwith committed to the care and custody of the Surgeon General for treatment in a hospital of the Service, rather than be returned to this Court for further proceedings, he shall be detained at said institution for a reasonable time after the expiration of thirty (30) days from the date he is received at said facility, pending further order of the Court.

It Is Further ORDERED that the patient shall be transported to the National Institute Mental Health Clinical Research Center, 3150 Horton Road, Fort Worth, Texas 76119, by the United States Marshal, within such time as the U. S. Marshal may be able to transport said patient.

Signed the 30th day of June, 1970.


United States District Judge