

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

FILED

SEP 1 1970

JOHN H. POE, Clerk
U. S. DISTRICT COURT

BLACK, SIVALLS & BRYSON, INC., §
§
Plaintiff, §
§
VS. § CIVIL ACTION
§
NATIONAL TANK COMPANY, § NO. 69-C-183 ✓
§
Defendant. §

FINAL JUDGMENT

On the 13th day of May, 1970, came on to be heard the defendant's Motion for Summary Judgment, and there appeared the defendant, National Tank Corporation, by and through its attorneys of record and there appeared the plaintiff, Black, Sivalls & Bryson, Inc. by and through its attorneys of record, and all parties announced ready to proceed with the hearing on defendant's Motion for Summary Judgment. After having heard oral arguments and considered the briefs, affidavits, exhibits, depositions of both parties and the complete file, the Court is of the opinion that the defendant's Motion for Summary Judgment should be granted in accordance with the Court's Findings of Fact and Conclusions of Law which have previously been filed in this cause. Therefore, it is hereby

ORDERED, ADJUDGED AND DECREED that the National Tank CHF Heaters do not infringe Claim 1 of United States Letters Patent No. 2,993,479. Further, it is hereby

ORDERED, ADJUDGED AND DECREED that Claim 1 of United States Letters Patent No. 2,993,479 is invalid and void as a matter of law for failure to meet the criteria of 35 U.S.C. §103. Further, it is hereby

ORDERED, ADJUDGED AND DECREED that plaintiff's cause of action for unfair competition and/or misappropriation of trade secrets is dismissed for lack of jurisdiction. Further, it is hereby

ORDERED, ADJUDGED AND DECREED that no attorneys' fees be awarded and that costs be taxed and shared equally by the parties.

This Judgment shall constitute a final Judgment as to both the plaintiff's original cause and as to the defendant's counterclaim for declaratory judgment of non-infringement and invalidity.

SIGNED AND ENTERED this 1st day of September, 1970.


United States District Judge

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing "Final Judgment" was served upon Jerry J. Dunlap, Attorney for Plaintiff by mailing one copy addressed to him at his office at 219 Couch Drive, Oklahoma City, Oklahoma this 31st day of August, 1970.



Arthur L. Wade

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

DAVID G. PETERSON,)
)
 Plaintiff,)
)
 -vs-)
)
 VERNON T. FLOURNOY,)
)
 and)
)
 MARGIE M. FLOURNOY,)
)
 Defendants.)

No. 70-C-157

FILED

SEP 2 1970

JOHN H. POE, Clerk
U. S. DISTRICT COURT

JOURNAL ENTRY OF JUDGMENT

This Cause comes on for hearing this 25th day of August, 1970, on Plaintiff's Motion for Summary Judgment. The Court has reviewed the pleadings, depositions, admissions, and other evidence and the arguments and briefs submitted and filed herein, and finds that there is no genuine question, controversy, or issue regarding the following material facts:

1. This is a lawsuit instituted by Plaintiff, David G. Peterson, a resident and citizen of the State of California, against Defendants, Vernon T. Flournoy and Margie M. Flournoy, both citizens of the State of Oklahoma residing in the Northern District of Oklahoma, to recover and collect the full principal sum on a promissory note for Ten Thousand Six Hundred Dollars (\$10,600.00), together with accrued interest, attorney's fees, and costs thereon, and to foreclose two real estate mortgages given to secure same on two parcels of land, situated in the Northern District of Oklahoma, and the Eastern District of Oklahoma.

2. This Court has jurisdiction and venue over the subject matter and parties of this lawsuit.

3. On or about August 22, 1967, the Defendants, Vernon T. Flournoy and Margie M. Flournoy, jointly and severally, and for a valid consideration, signed,

executed, and delivered unto Plaintiff, David G. Peterson, the promissory note attached as "Appendix A" to the Complaint herein, in the principal sum of Ten Thousand Six Hundred Dollars (\$10,600.00), with interest thereon at six percent (6%) per annum payable on November 22 of 1967, 1968, and 1969, and the entire principal sum of Ten Thousand Six Hundred Dollars (\$10,600.00) payable on November 22, 1969, with further provision for interest at ten percent (10%) per annum on any overdue payment of interest or principal, and for an attorney's fee of Fifty Dollars (\$50.00) plus ten percent (10%) of any overdue interest or principal in the event said note should ever be placed in the hands of an attorney for collection.

4. Defendants jointly and severally failed on November 22, 1969, to make their then-accruing annual six percent interest payment (of \$636.00) on said principal note debt; and further failed to make on November 22, 1969, their then-accruing principal note debt payment of \$10,600.00; and have ever since wrongfully failed to make said payments, or any portions thereof.

5. Plaintiff is still the holder of said note, and has placed same in the hands of an attorney for collection.

6. Plaintiff is entitled to Judgment against the Defendants, and each of them, jointly and severally, for the November 22, 1969, accruing payments of \$10,600.00 principal and \$636.00 annual interest for a total of \$11,236.00, with interest thereon at 10% per annum from November 22, 1969 (equalling \$749.44 as of this date of Judgment herein).

7. Plaintiff is further entitled to Judgment against the Defendants, and each of them, jointly and severally, for an attorney's fee for the collection of said note debt in the sum of \$50.00 plus 10% of the unpaid principal and interest on said note (said 10% as of this date of Judgment equalling \$1,198.54 - for an overall attorney's fee as of this date of \$1,248.54).

8. Also on August 22, 1967, the Defendants, jointly and severally, and to secure the afore-mentioned promissory note as part and parcel of the same transaction executed unto Plaintiff two real estate mortgages on land interests owned by them,

to wit:

All of an undivided two-thirds (2/3rds) interest in and to the coal and asphalt minerals and coal deposits and asphalt deposits in, upon or underlying the surface of lands in LeFlore County, Oklahoma, also free rights of ingress and egress to said lands that are particularly described as follows:
E/2 of Sec. 19, Twp. 7 N., R. 24 E., 320 acres
W/2 of NE/4 of NW/4 of Sec. 19, Twp. 7 N., R. 24 E., 20 acres
SE/4 of NE/4 of NW/4 of Sec. 19, Twp. 7 N., R. 24 E., 10 acres
SE/4 of NW/4 of Sec. 19, Twp. 7 N., R. 24 E., 40 acres
E/2 of SW/4 of Sec. 19, Twp. 7 N., R. 24 E., 80 acres
W/2 of Lot 1 of Sec. 19, Twp. 7 N., R. 24 E., 19.08 acres
Lots 2, 3, 4 of Sec. 19, Twp. 7 N., R. 24 E., 116.48 acres
All of Sec. 20, Twp. 7 N., R. 24 E., 640 acres
with all improvements thereon and appurtenances thereto belonging;

and

The North 693.6 Feet of the West 208.8 Feet of the East Half of Southwest Quarter of Southeast Quarter of Section 21, Township 20 North, Range 11 East, Osage County, State of Oklahoma, according to the United States Government Survey thereof, containing 3 1/3 Acres, more or less.

SUBJECT to reservations of all oil, gas and other minerals in the Osage Tribe of Indian by Acts of Congress, and Rights of Ways of record.
with all improvements thereon and appurtenances thereto belonging;

9. The Defendants, jointly and severally, mortgaged to Plaintiff their aforesaid LeFlore County tract to secure the principal and interest of the note herein, and mortgaged to Plaintiff their aforesaid Osage County tract to further secure the interest on the note; Defendants also, jointly and severally, warranted title to both said tracts in said mortgages to Plaintiff, and further covenanted to pay additional reasonable attorney's fees in the event Plaintiff should ever have to employ an attorney to foreclose either or both said mortgages.

10. A reasonable attorney's fee for the foreclosure of the said LeFlore County mortgage will be One Thousand Dollars; and a reasonable attorney's fee for the foreclosure of the said Osage County mortgage will be Five Hundred Dollars.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED By the Court that Plaintiff have and recover Judgment against the Defendants, and each of them, jointly and severally, for \$10,600.00 principal, \$636.00 as 6% interest due November

22, 1969, and \$749.44 as 10% interest to date, for a total of \$11,985.44, together with a sum of \$1,248.54 attorney's fees, with interest on the foregoing at ten percent per annum from the date of Judgment herein, and all costs of this action, for which let Execution lie.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED By the Court that upon failure of the said Defendants to immediately pay and satisfy Judgment, interest, attorney's fees, and costs, the Marshall shall levy upon the above-described mortgaged real estate, and after having the same appraised as provided by law shall proceed to advertise and sell the same according to law and apply the proceeds as follows: From the sale of the above-described LeFlore County real estate, First, to payment of the costs of said sale and of this action, along with the above award of attorney's fees, together with an additional foreclosure attorney's fee of One Thousand Dollars; Second, to payment of the above Judgment and interest thereon; and Third, to the Defendants, for any excess or residue that there may be. And from the sale of the above-described Osage County real estate, First, to payment of the costs of said sale and of this action, along with the above principal award of attorney's fees, together with an additional foreclosure attorney's fee of Five Hundred Dollars; Second, to payment of the November 22, 1969, interest payment of \$636.00, and all subsequent interest accruing onto the debt and Judgment herein; and Third, to the Defendants, for any excess or residue that there may be.

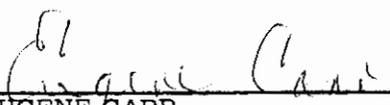
If the amounts derived from either said sale be insufficient to satisfy its said Judgment, interest, attorney's fees, and costs, let Execution issue against Defendants, and each of them, jointly and severally, for the remainder unpaid.

AND IT IS FURTHER ORDERED AND ADJUDGED BY THIS COURT that from and after the sale of said lands and tenements under and by virtue of this Judgment and Decree that the Defendants, Vernon T. Flournoy and Margie M. Flournoy, and all persons claiming under them since the commencement of this action, be and the same hereby are forever barred and foreclosed of and from all liens upon, right, title, and interest, estate or equity, of, in, or to said lands, tenements, or any part thereof.


UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM:


WILLIAM S. DORMAN
Attorney for Plaintiff


EUGENE CARR
Attorney for Defendants

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

United States of America,

Plaintiff,

vs.

Johnnie B. Nixon, a/k/a Johnny
Nixon, a single person, Ruth
Jones and William A. Harrington,

Defendants.

Civil No. 70-C-231

FILED

SEP 2 1970

JOHN H. POE, Clerk
U. S. DISTRICT COURT

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 1st day of
September, 1970, the defendants, Johnnie B. Nixon, a/k/a Johnny
Nixon, a single person, Ruth Jones and William A. Harrington, 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, Johnnie B. Nixon, a/k/a Johnny Nixon, Ruth Jones and William A.
Harrington, on July 27, 1970; 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 Ten (10), in Block Sixteen (16), in
Valley View Acres 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 defendant, Johnnie B. Nixon, a/k/a Johnny Nixon, did,
on March 22, 1969, execute and deliver to the Administrator of Veterans
Affairs, his mortgage and mortgage note for the sum of \$9,800.00, 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

The Court further finds that the defendant, Ruth Jones, has or claims some right, title, or interest in and to the premises herein being foreclosed by reason of a Judgment entered April 4, 1969, being No. CSJ-69-562, in the records of the District Court Within and for Tulsa County, Oklahoma, Special Judges Division, but in this regard, plaintiff states that whatever right, title, or interest the defendant, Ruth Jones, has in and to the property being foreclosed herein is junior and inferior to the first mortgage lien of this plaintiff; and

The Court further finds that the defendant, William A. Harrington, has or claims some right, title, or interest in and to the premises herein being foreclosed by reason of a Judgment dated March 25, 1969, and entered April 4, 1969, being No. CSJ-69-562, in the records of the District Court Within and For Tulsa County, Oklahoma, Special Judges Division, but in this regard, plaintiff states that whatever right, title, or interest the defendant, William A. Harrington, 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, Johnnie B. Nixon, a/k/a Johnny Nixon, Ruth Jones and William A. Harrington, and each of them, made default under the terms of the aforesaid mortgage note and mortgage by reason of their failure to make monthly installments due thereon on October 22, 1969, which default has continued and that by reason thereof the defendants, Johnnie B. Nixon, a/k/a Johnny Nixon, Ruth Jones and William A. Harrington, are now indebted to the Plaintiff in the sum of \$9,028.90, as unpaid principal, with interest thereon at the rate of 7½% per annum from October 22, 1969, until paid, plus the cost of this action accrued and accruing.

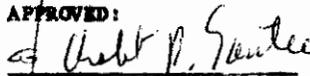
IT IS THEREFORE ORDERED, ADJUDGED and DECREED that the Plaintiff, United States of America, have and recover judgment against the defendant, Johnnie B. Nixon, a/k/a Johnny Nixon, for the sum of \$9,028.90, with interest thereon at the rate of 7½% per annum from October 22, 1969, until paid, plus the cost of this action accrued and accruing, and the sum of \$24.00 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 appraisal, 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.


WILLIAM E. BARROW
UNITED STATES DISTRICT JUDGE

APPROVED:


ROBERT P. SANTEE
Assistant U. S. Attorney

FILED

SEP 8 1970

JOHN H. POE, Clerk
U. S. DISTRICT COURT

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

ANNETTE C. KOON,

Plaintiff,

vs.

JIMMIE J. RYAN, and
COMMUNITY NATIONAL LIFE INSURANCE
COMPANY, a corporation,

Defendants.

CIVIL NO.

69-C-62

ORDER AUTHORIZING DISMISSAL
WITHOUT PREJUDICE

Now on this 8th day of September, 1970, this matter comes on for hearing upon the application of the parties for an Order Authorizing Dismissal Without Prejudice of the above entitled proceeding, and the Court finds from the matters set forth in such application that this action should be so dismissed.

IT IS ORDERED that this action be and is hereby dismissed without prejudice to the bringing of a future action, with the provision that the same be transferred and submitted intoto to be heard as a claim in the District Court of Tulsa County, State of Oklahoma, in Cause No. C-69-652.


ALLEN E. BARROW, Judge

DISTRICT COURT
 SEP 8 1970
 201 E. ALSOCK COURT CLERK
 STATE OF OKLAHOMA-TULSA COUNTY

IN THE DISTRICT COURT WITHIN AND FOR
 COUNTY, STATE OF OKLAHOMA

THE STATE OF OKLAHOMA, ex rel)
 Joe B. Hunt, Insurance Commissioner,)
 Plaintiff,)
 vs. : NO. C-69-652
)
 COMMUNITY NATIONAL LIFE INSURANCE)
 COMPANY, an Oklahoma Life Insurance)
 Corporation,)
 Defendant.)

APPLICATION FOR ORDER AUTHORIZING TRANSFER AND
 SUBMISSION OF CAUSES AS CLAIMS HEREIN

Come now the undersigned, being counsel of record for the respective parties
 in the following styled causes in the United States District Court for the Northern
 District of Oklahoma:

Annette C. Koon,)
 Plaintiff,)
 vs. : NO. 69-C-62
)
 Jimmie J. Ryan, and)
 Community National Life Insurance)
 Company, a corporation,)
 Defendants.)

and

Austine K. Traylor,)
 Plaintiff,)
 vs. : NO. 69-C-63
)
 Jimmie J. Ryan, and)
 Community National Life Insurance)
 Company, a corporation,)
 Defendants.)

and move this Court for an Order allowing the above styled causes to be transferred
 and submitted in toto as a claim herein, and in support of such application would
 show the Court as follows:

1. That the respective parties in the above entitled actions have hereto-
 fore filed their application in the United States District Court for the Northern
 District of Oklahoma for an Order Authorizing Dismissal Without Prejudice of such
 proceedings upon the condition that the same may be transferred in toto and sub-
 mitted as claims herein.
2. That pursuant to such applications, orders granting the same were
 entered in the above styled proceedings on the 5th day of September, 1970, and

pursuant to such Order said proceedings, and each of them, were dismissed without prejudice on the 5th day of September, 1970.

3. That it is in the best interests of this receivership proceeding and all parties in the above styled cases, in order that multiplicity of actions and the attendant expenses of costs of such multiplicity, which would be to the detriment of all concerned, that the above styled cases be considered as transferred in toto and submitted as a claim herein.

WHEREFORE, your applicants pray for an Order of this Court authorizing and directing that the above styled cases in the United States District Court for the Northern District of Oklahoma be considered transferred and submitted as a claim herein.

RESPECTFULLY SUBMITTED,

GABLE, GOTWALS, HAYS, RUBIN & FOX
2010 Fourth National Bank Building
Tulsa, Oklahoma 74119

By Charles P. Hartsell
Attorneys for Annette C. Koon and
Austine K. Traylor

GREER & GREER
205 Pythian Building
Tulsa, Oklahoma 74103

By Franka B. Greer
Attorneys for Jimmie J. Ryan

BOONE, ELLISON & SMITH
914 World Building
Tulsa, Oklahoma 74103

By Joe B. Hunt
Attorneys for Community National Life
Insurance Company, a corporation
Joe B. Hunt, Receiver

SO ORDERED this 8th day of September, 1970.

ROBERT D. SIMMS
Judge of the District Court

I, Don E. Austin, Court Clerk, for Tulsa County, Oklahoma, hereby certify that the foregoing is a true, correct and full copy of the instrument herewith set out as appears of record in the Court Clerk's Office of Tulsa County, Oklahoma, this

day of August, 1970.

By Don E. Austin
Deputy Court Clerk

FILED

SEP 8 1970

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JOHN H. POE, Clerk
U. S. DISTRICT COURT,

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

AUSTINE K. TRAYLOR,)
Plaintiff,)
vs.)
JIMMIE J. RYAN, and COMMUNITY)
NATIONAL LIFE INSURANCE COMPANY,)
a corporation,)
Defendants.)

No. 69 - C - 63 ✓

ORDER AUTHORIZING DISMISSAL WITHOUT
PREJUDICE

Now on this 8th day of September, 1970, this matter comes on for hearing upon the application of the parties for an Order Authorizing Dismissal Without Prejudice of the above entitled proceeding, and the Court finds from the matters set forth in such application that this action should be so dismissed.

IT IS ORDERED that this action be and is hereby dismissed without prejudice to the bringing of a future action, with the provision that the same be transferred and submitted in toto to be heard as a claim in the District Court of Tulsa County, State of Oklahoma, in Cause No. C-69-652.



ALLEN E. BARROW, Judge

DISTRICT COURT
 TULSA
 SEP 8 1970
 DON E. AUSIPI, COURT CLERK
 STATE OF OKLAHOMA-TULSA COUNTY

IN THE DISTRICT COURT WITHIN AND FOR TULSA COUNTY, STATE OF OKLAHOMA

THE STATE OF OKLAHOMA, ex rel)
 Joe B. Hunt, Insurance Commissioner,)
 Plaintiff,)
 vs. : NO. C-69-652
)
 COMMUNITY NATIONAL LIFE INSURANCE)
 COMPANY, an Oklahoma Life Insurance)
 Corporation,)
 Defendant.)

APPLICATION FOR ORDER AUTHORIZING TRANSFER AND SUBMISSION OF CAUSES AS CLAIMS HEREIN

Come now the undersigned, being counsel of record for the respective parties in the following styled causes in the United States District Court for the Northern District of Oklahoma:

Annette C. Koon,)
 Plaintiff,)
 vs. : NO. 69-C-62
)
 Jimmie J. Ryan, and)
 Community National Life Insurance)
 Company, a corporation,)
 Defendants.)

and

Austine K. Traylor,)
 Plaintiff,)
 vs. : NO. 69-C-63
)
 Jimmie J. Ryan, and)
 Community National Life Insurance)
 Company, a corporation,)
 Defendants.)

and move this Court for an Order allowing the above styled causes to be transferred and submitted in toto as a claim herein, and in support of such application would show the Court as follows:

1. That the respective parties in the above entitled actions have heretofore filed their application in the United States District Court for the Northern District of Oklahoma for an Order Authorizing Dismissal Without Prejudice of such proceedings upon the condition that the same may be transferred in toto and submitted as claims herein.
2. That pursuant to such applications, orders granting the same were entered in the above styled proceedings on the 6th day of September, 1970, and

pursuant to such Order said proceedings, and each of them, were dismissed without prejudice on the 5th day of September, 1970.

3. That it is in the best interests of this receivership proceeding and all parties in the above styled cases, in order that multiplicity of actions and the attendant expenses of costs of such multiplicity, which would be to the detriment of all concerned, that the above styled cases be considered as transferred in toto and submitted as a claim herein.

WHEREFORE, your applicants pray for an Order of this Court authorizing and directing that the above styled cases in the United States District Court for the Northern District of Oklahoma be considered transferred and submitted as a claim herein.

RESPECTFULLY SUBMITTED,

GABLE, GOTWALS, HAYS, RUBIN & FOX
2010 Fourth National Bank Building
Tulsa, Oklahoma 74119

By Charles R. Hays
Attorneys for Annette C. Koon and
Austine K. Traylor

GREER & GREER
205 Pythian Building
Tulsa, Oklahoma 74103

By Franka Greer
Attorneys for Jimmie J. Ryan

BOONE, ELLISON & SMITH
914 World Building
Tulsa, Oklahoma 74103

By Joe B. Hunt
Attorneys for Community National Life
Insurance Company, a corporation
Joe B. Hunt, Receiver

SO ORDERED this 5th day of September, 1970.

ROBERT D. SIMMS

ROBERT D. SIMMS
Judge of the District Court

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OKLAHOMA

OKLAHOMA RUBBER BULDER CO. INC.,
SOUTHERN DIVISION OF HOEL & RUBBER DIVISION,
a corporation,
Plaintiff,
vs.
THE HARRY COMPANY, a corporation,
Defendant.

Civil Action
No. 70-C-37

FILED

SEP 8 1970

JOHN H. POE, Clerk
U.S. DISTRICT COURT

ORDER CONFIRMING SALE OF REAL ESTATE AT PRIVATE
SALE WITHOUT NOTICE

Now, on this 8th day of September, 1970, there having been presented to the undersigned United States District Judge a report of sale of real estate belonging to the above named defendant corporation, and the Receiver appearing in person and by his attorney, Irvin S. Bergerman, and no adverse interest appearing, and the court being fully advised in the premises, finds that the Receiver's report of sale should be confirmed and approved in all respects.

IT IS, THEREFORE, ORDERED BY THIS COURT that the Receiver's report of sale of the property described, to-wit:

The property located at 310 East 10th Street,
Oklahoma, being a 50 x 140 foot lot, more
particularly described as the Westerly One-Half of
lot 5, Block 11 in the Original Townsite now
City of Oklahoma, according to the recorded plat thereof;

to Tulsa Oil & Gas Co., Oklahoma, for the sum of \$54,250.00

and that the sale be confirmed, approved and ratified in all respects and

that all claims against said property free and clear of all liens, claims,

and encumbrances of whatever character whatsoever which may be due

thereon be paid.

IT IS, THEREFORE, ORDERED BY THIS COURT that the Receiver is authorized

and directed to deliver to said purchaser upon receipt of the

sum of \$54,250.00 for the sale of said above described property.


United States District Judge

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA
CLERK'S OFFICE
100 EAST 10TH STREET
OKLAHOMA CITY, OKLAHOMA 73104
TELEPHONE 524-1111

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

TULOMA RIGGING, INC.,)
A Corporation,)
)
Plaintiff,)
vs.)
)
TRANSPORT INSURANCE COMPANY,)
A Corporation,)
)
Defendant.)

No. 70-C-169

FILED
SEP 9 1970
JOHN H. POE, Clerk
U. S. DISTRICT COURT

JOURNAL ENTRY OF
SUMMARY DECLARATORY JUDGMENT.

THE COURT has for consideration the Motion of Plaintiff for Summary Judgment filed herein, pursuant to Rule 56, and the Briefs of Plaintiff in support thereof, and there being no objection filed herein by Defendant, and the Court being fully advised in the premises finds:

THAT by reason of Defendant's amendment to answer filed herein, there is no remaining genuine issue of fact as to any material fact alleged in Plaintiff's complaint, and under the provisions of Tule 56 (a), of the Federal Rules of Civil Procedure, Plaintiff's motion for summary judgment should be sustained.

IT IS THEREFORE ORDERED AND ADJUDGED that the motion of Plaintiff for summary declaratory judgment be and is hereby sustained.

IT IS FURTHER ORDERED, ADJUDGED AND DECLARED that Defendant, TRANSPORT INSURANCE COMPANY, is liable under the coverage provisions of its policy issued to Plaintiff to pay on behalf of the insured all sums, within the limits, terms and conditions of the policy, which the insured shall become legally obligated to pay for damages, including properly documented and provable claims for loss of use arising from and as a direct consequence of loss

or damage to the property of others.

ENTERED, this 8th day of September, 1970.

Ruther Bohannon
United States District Judge

O.K.:

[Signature]
Attorney for Plaintiff

[Signature]
Attorney for Defendant

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

JOSEPH W. CHAMBERLIN,)
)
 Plaintiff,)
 vs.)
 ROBERT H. FINCH, Secretary of)
 Health, Education and Welfare,)
 United States of America,)
)
 Defendant.)

No. 70-C-149

FILED
SEP 10 1970
JOHN H. POE, Clerk
U. S. DISTRICT COURT

J U D G M E N T

This cause comes on for consideration by the Court to review the final decision of the Secretary of Health, Education and Welfare of the United States of America made in this case as evidenced by the hearing examiner's decision dated December 23, 1969, and action of the Appeals Council on review affirming Examiner's decision as the final decision of the Secretary in this case, and

The Court having carefully considered the pleadings and transcript of the record is of the opinion that the findings of the Secretary denying plaintiff's claim is supported by substantial evidence and, therefore, conclusive on this Court.

IT IS, THEREFORE, the Judgment of this Court that the decision of the Secretary of Health, Education and Welfare of the United States of America be, and the same is hereby affirmed.

Dated this 7th day of September, 1970.

Luther Bohannon
United States District Judge

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

MARION HAROLD STARK,)
)
 Plaintiff,)
)
 v.)
)
 SEFRINO MEDINA and)
 TOM VILLEREAL,)
)
 Defendants.) No. 70-C-208

MARY STARK,)
)
 Plaintiff,)
)
 v.)
)
 SEFRINO MEDINA, and)
 TOM VILLEREAL,)
)
 Defendants.) No. 70-C-209

FILED
SEP 15 1970
JOHN H. POE, Clerk
U. S. DISTRICT COURT

STIPULATION OF
DISMISSAL

COMES now the plaintiffs, Marion Harold Stark, and
Mary Stark, and dismiss their respective causes of action
against the defendant, Tom Villereal, in the above styled
causes.

JONES AND JONES

By Waldo E. Jones, II

GREER AND GREER

By Frank A. Greer

ATTORNEYS FOR PLAINTIFFS

DAN ROGERS
ATTORNEY FOR DEFENDANTS

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

MARION HAROLD STARK,)
)
 Plaintiff,)
)
 v.)
)
 SEFRINO MEDINA and)
 TOM VILLEREAL,)
)
 Defendants.) No. 70-C-208

MARY STARK,)
)
 Plaintiff,)
)
 v.)
)
 SEFRINO MEDINA, and)
 TOM VILLEREAL,)
)
 Defendants.) No. 70-C-209

FILED
SEP 15 1970
JOHN H. POE, Clerk
U. S. DISTRICT COURT

STIPULATION OF
DISMISSAL

COMES now the plaintiffs, Marion Harold Stark, and
Mary Stark, and dismiss their respective causes of action
against the defendant, Tom Villereal, in the above styled
causes.

JONES AND JONES

By Waldo E. Jones, II

GREER AND GREER

By Frank A. Greer

ATTORNEYS FOR PLAINTIFFS

DAN ROGERS
ATTORNEY FOR DEFENDANTS

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

LEE TONEY,)
)
 Plaintiff,)
 vs.)
)
 CENTRAL STATES, SOUTHEAST AND)
 SOUTHWEST AREAS PENSION FUND,)
 et al.,)
 Defendants.)

Civil Action ✓
No. 70-C-225

FILED

SEP 15 1970

JOHN H. FOLE, Clerk
U. S. DISTRICT COURT *BF*

O R D E R

Now, on this 14 day of September, 1970, upon stipulation of plaintiff, Lee Toney, and defendant Central States, Southeast and Southwest Areas Pension Fund, it appearing to the Court from said stipulation and pleadings on file in this cause that the persons hereinafter named were not at the time of the filing by the plaintiff on June 26, 1970, of his Complaint (Petition) and are not now Trustees of said defendant Pension Fund and that this action should be dismissed as to said defendants hereinafter named:

IT IS BY THE COURT ORDERED that plaintiff's action be and the same is hereby dismissed without prejudice as to defendants James R. Hoffa, A. O. Buck, Kirke Couch, Charles J. Morse, R. J. Ehrhardt, M. W. Miller, Gordon R. Conklin (deceased), Gene San Soucie (deceased), Floyd C. Webb (deceased), and Fred Strecker, Jr., without cost to either party.

Dated this 14 day of September, 1970.

Fred Daugherty
Fred Daugherty,
United States District Judge

APPROVED:

Blackstock & McMillan

By *Gregory M. McMillan*
Attorneys for Plaintiff

Goldberg, Previant & Uelmen
and

Ungerman, Grabel, Ungerman & Leiter

By *William Leiter*
Attorneys for defendants Central States,
Southeast and Southwest Areas Pension
Fund, Hoffa, Buck, Couch, Morse,
Ehrhardt, Miller, and Strecker (defend-
ants Conklin, San Soucie and Webb being
deceased)

LAW OFFICES
UNGERMAN,
GRABEL,
UNGERMAN
& LEITER

SIXTH FLOOR
WRIGHT BUILDING
TULSA, OKLAHOMA

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

FILED

SEP 18 1970

JOHN H. POE, Clerk
U. S. DISTRICT COURT

FREDERICK CARSTENS,)
)
 Plaintiff,)
)
 vs.)
)
 ABERDEEN PETROLEUM CORPORATION,)
 GEORGE R. PIETCH and B. V. BOCK,)
)
 Defendants.)

NO. 69-C-138

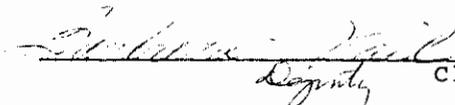
J U D G M E N T

An order having been entered herein on August 27, 1970, sustaining the motion of defendant George R. Pietch for summary judgment on his counterclaim against the plaintiff Frederick Carstens, and there having been entered the further order of the court expressly determining that there was no just reason for delay and expressly directing the entry of final judgment on said defendant's counterclaim, it is hereby

ORDERED, ADJUDGED AND DECREED that the Defendant George R. Pietch have and recover of the plaintiff Frederick Carstens the sum of Ninety Four Thousand, Four Hundred Eighty and 60/100 Dollars (\$94,480.60) together with interest thereon at the rate of 10% per annum from October 28, 1968, until paid together with costs.


United States District Judge

JUDGMENT ENTERED


Clerk

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

FILED
SEP 18 1970
JOHN H. POE, CLERK
U. S. DISTRICT COURT

FREDERICK CARSTENS,)
)
Plaintiff,)
)
vs.) NO. 69-C-138
)
ABERDEEN PETROLEUM CORPORATION,)
GEORGE R. PIETCH and B. V. BOEK,)
)
Defendants.)

ORDER FOR FINAL JUDGMENT

This is to certify that, pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, the undersigned hereby directs the entry of final judgment upon the order entered herein on August 27, 1970, sustaining defendant George Pietch's motion for summary judgment upon his counterclaim, and the undersigned expressly determines that there is no just reason for delay and expressly directs the entry of such judgment.

ENTERED this 17th day of September, 1970.


United States District Judge

FILED
SEP 18 1970
JOHN H. POE, Clerk
U. S. DISTRICT COURT

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

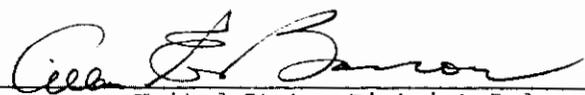
FREDERICK CARSTENS,)
)
 Plaintiff,)
)
 vs.)
)
 ABERDEEN PETROLEUM CORPORATION,)
 GEORGE R. PIETCH and B. V. BOCK,)
)
 Defendants.)

NO. 69-C-138

ORDER FOR FINAL JUDGMENT

This is to certify that, pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, the undersigned hereby directs the entry of final judgment upon the order entered herein on August 27, 1970, sustaining defendant Aberdeen Petroleum Corporation's motion for summary judgment upon its counterclaim, and the undersigned expressly determines that there is no just reason for delay and expressly directs the entry of such judgment.

ENTERED this 17 day of September, 1970.


United States District Judge

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

United States of America,

Plaintiff,

vs.

Approximately 50 Bags, each 100 Lbs.
Net Adolphus Extra Long Grain Rice,
Comet Rice Mills, Inc., Houston, Texas,

Defendant.

CIVIL ACTION NO. 70-C-228

FILED
IN OPEN COURT.

SEP 24 1970

JOHN H. POE, Clerk
U. S. DISTRICT COURT

DEFAULT DECREE OF CONDEMNATION

This matter comes on for consideration, the plaintiff United States of America being represented by Nathan G. Graham, United States Attorney for the Northern District of Oklahoma, and it appearing that process was issued herein and returned according to law, and that notice of seizure of the above-described rice was given according to law, and that no persons have appeared or interposed a claim before the return day named in said process:

IT IS, on this 24 day of September, 1970, ORDERED, ADJUDGED, AND DECREED that the defaults of all persons be and the same are entered herein; and it is further

ORDERED, ADJUDGED, AND DECREED that the rice so seized be condemned as forfeited to the United States, and that the United States Marshal for the Northern District of Oklahoma do forthwith dispose of the same by destruction and make return of his action to this Court; and it is further

ORDERED that the United States of America shall pay all the costs of this proceeding.


UNITED STATES DISTRICT JUDGE
Northern District of Oklahoma

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

United States of America,

Plaintiff,

vs.

An article of food consisting of 26 cases,
more or less, each containing 24 packages,
labeled in part: (package)

"Grist Mill Improved Super-Cereal
Net Weight 8 Ozs. ***Mfd. by The Grist
Mill *** Los Angeles, California 90014",

Defendant.

CIVIL ACTION NO. 70-C-238

FILED
IN OPEN COURT

SEP 24 1970

JOHN H. POE, Clerk
U. S. DISTRICT COURT

DEFAULT DECREE OF CONDEMNATION

This matter comes on for consideration, the plaintiff United States of America being represented by Nathan G. Graham, United States Attorney for the Northern District of Oklahoma, and it appearing that process was issued herein and returned according to law, and that notice of seizure of the above-described article of food was given according to law, and that no persons have appeared or interposed a claim before the return day named in said process:

IT IS, on this 24 day of September, 1970, ORDERED, ADJUDGED, AND DECREED that the defaults of all persons be and the same are entered herein; and it is further

ORDERED, ADJUDGED, AND DECREED that the article of food so seized be condemned as forfeited to the United States, and that the United States Marshal for the Northern District of Oklahoma do forthwith dispose of the same by destruction and make return of his action to this Court; and it is further

ORDERED, that the United States of America shall pay all the costs of this proceeding.


UNITED STATES DISTRICT JUDGE
Northern District of Oklahoma

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

United States of America,

Plaintiff,

vs.

An article of drug consisting of
6 bottles, more or less, labeled in part:
(bottle)
"1000 Tablets Merrell 100 mg. Frenquel
(Azacyclonol Hydrochloride Tablets, N.F.)
each tablet contains Azacyclonol
Hydrochloride 100 mg. Caution: Federal
Law Prohibits *** Lot No. 2907 XD the
Wm. S. Merrell Company of Richardson-
Merrell Inc. Cincinnati ***,"

Defendant.

CIVIL ACTION NO. 70-C-242

FILED
IN OPEN COURT
SEP 24 1970
JOHN H. POE, Clerk
U. S. DISTRICT COURT

DEFAULT DECREE OF CONDEMNATION

This matter comes on for consideration, the plaintiff, United States of America, being represented by Nathan G. Graham, United States Attorney for the Northern District of Oklahoma, and it appearing that process was issued herein and returned according to law, and that notice of seizure of the above-described drug was given according to law, and that no persons have appeared or interposed a claim before the return day named in said process:

IT IS, on this 24 day of September, 1970, ORDERED, ADJUDGED, AND DECREED that the defaults of all persons be and the same are entered herein; and it is further

ORDERED, ADJUDGED, AND DECREED that the merchandise and property so seized be condemned as forfeited to the United States, and that the United States Marshal for the Northern District of Oklahoma do forthwith dispose of the same by destruction and make return of his action to this Court; and it is further

ORDERED that the United States of America shall pay all the costs of this proceeding.


UNITED STATES DISTRICT JUDGE
Northern District of Oklahoma

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

GRAND RIVER DAM AUTHORITY, a
public corporation,

Plaintiff

Vs.

CASE NO. 70-C-3

A strip of land 100 feet in width
in the Southeast Quarter of the
Southwest Quarter and the South
One Half of the Southeast Quarter
of Section 30, Township 22 North,
Range 16 East in Rogers County,
Oklahoma, et. al.,

Defendants

FILED
SEP 25 1970
JOHN H. POE, Clerk
U. S. DISTRICT COURT

ORDER CONFIRMING REPORT OF COMMISSIONERS AS
MODIFIED BY STIPULATION OF THE PARTIES

Now on this 22 day of September, 1970, the Court considered the application of the petitioner herein for a judgment confirming and approving the Commissioners' report heretofore filed in this proceeding, as modified by the stipulation of the parties filed herein, as to the real estate hereinafter specifically described.

THE COURT FINDS that:

1. Each and all of the allegations of the said petition for condemnation are true and that the Grand River Dam Authority is entitled to acquire property by eminent domain for the uses and purposes therein set forth.
2. That more than sixty days has elapsed since the filing of the report of Commissioners herein and no exceptions therein nor demand for jury trial are pending as to the lands hereinafter described and that the report of Commissioners filed herein on the 3rd day of February, 1970, should be confirmed and approved.
3. That there has been filed herein a stipulation by all parties hereto that the just compensation for the appropriation by the plaintiff be fixed at the sum of \$6,100.00, including one

half of that amount, or \$3,050.00 as compensation for the perpetual easement and right-of-way upon, over and across said described land, and one half of that amount, or \$3,050.00 as damages to the tracts of land owned by Defendants which are contiguous to the lands described in this proceeding, and that the defendants herein and each of them have withdrawn their exceptions to the Commissioners' report and demand for jury trial. That the stipulation provides that the report of Commissioners shall be confirmed except as modified by the stipulation.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the report of Commissioners filed herein on the 3rd day of February, 1970, is final and the award as set out and fixed in said report together with the sum of \$3,600.00 as set forth in the stipulation is the full and just compensation for the perpetual easement and right-of-way taken upon, over and across said described lands by plaintiff, and for damages caused to the tracts of land owned by defendants which are contiguous to the lands described in this proceeding, because of the presence of plaintiff's transmission line and other structures across said described land, the said described land and/or estate taken being more particularly described as follows, to-wit:

TRACT NO. 327-10.3 - PERPETUAL EASEMENT

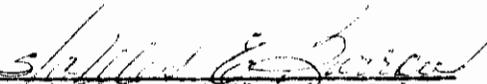
A strip of land 100 feet in width in the Southeast Quarter of the Southwest Quarter and the South Half of the Southeast Quarter of Section 30, Township 22 North, Range 16 East, in Rogers County, Oklahoma, the center line of which is described as follows, to-wit:

Beginning at a point in the North Boundary of said Southeast Quarter of the Southwest Quarter 578 feet West of the Northeast corner thereof; thence in a Southeasterly direction to a point in the South Boundary of said South Half of the Southeast Quarter 1,021 feet West of the Southeast corner thereof.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the estate or right taken is the perpetual right, privilege and authority to erect, operate and maintain a line or lines of poles, towers, structures, wires and fixtures for the transmission of electrical energy and to cut down, remove and trim any trees that may, in the judgment of the plaintiff, interfere with or endanger said lines, or lines, poles, towers, structures, wires and fixtures, or the maintenance or operation thereof; also, the perpetual right, privilege and authority to set the necessary fittings, guy and brace poles and anchors, and to attach all the necessary guy wires upon the above described premises and to enter upon the above described premises for the

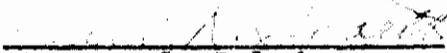
purpose of erecting, maintaining and operating the said line, or lines, of poles, towers, structures, wires and fixtures as aforesaid and the perpetual privilege, right and authority to erect, maintain and operate said line or lines upon, over and across any street, alley, highway, railroad or other right-of-way now or hereafter established and existing on or across said lands or adjoining the same or adjacent thereto; reserving unto the owners the use of said land for any and all purposes that do not interfere with the estate and right taken by the plaintiff and for the purposes herein set forth.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the estate and all of the above designated and described real estate, as described in said petition, and the interest therein taken by these eminent domain proceedings, was vested in the Grand River Dam Authority on the 3rd day of February, 1970, upon the depositing of the sum of \$2,500.00 with the registry of this Court for the lands and estates taken in and to the above described lands, and that all damages caused to the tracts of land owned by the defendants and which adjoin the lands and estates taken in and to the above described land were absolved by the plaintiff at that time.


United States District Judge

APPROVED:


Attorney for Plaintiff


Attorney for Defendants

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

GRAND RIVER DAM AUTHORITY, a
public corporation,

Plaintiff

Vs.

CIVIL CASE NO. 70-C-4

A strip of land 100 feet in width
in the East Half of the Southwest
Quarter of the Northwest Quarter
and the East Half of the Northwest
Quarter of Section 32, Township 22
North, Range 16 East, in Rogers
County, Oklahoma, et. al.,

FILED

SEP 24 1970

JAMES H. FEE, CLERK
U. S. DISTRICT COURT

Defendants

ORDER CONFIRMING REPORT OF COMMISSIONERS AS MODIFIED
BY STIPULATION OF THE PARTIES

Now on this 24 day of September, 1970, the Court considered the application of the petitioner herein for a judgment approving the Commissioners' report heretofore filed in this proceeding as to the real estate hereinafter specifically described.

The Court finds that:

1. Each and all of the allegations of the said petition for condemnation are true and that the Grand River Dam Authority is entitled to acquire property by eminent domain for the uses and purposes therein set forth.
2. That more than sixty days has elapsed since the filing of the report of Commissioners herein and no exceptions therein nor demands for jury trial are pending as to the lands hereinafter described and that the report of Commissioners filed herein on the 6th day of February, 1970, should be confirmed and approved.
3. That there has been filed herein a stipulation by all parties hereto that the just compensation for the taking by the plaintiff be fixed at the sum of \$5,300.00, including one half of that amount, or \$3,150.00, as compensation for the perpetual easement and right-of-way taken upon, over and across said described land, and one half of that amount, or \$3,150.00, for damages caused to the tracts of land owned by defendants which

adjoin the lands described in this proceeding, said damages being caused by the presence of plaintiff's line, or lines, of poles, towers, structures, wires and fixtures, including guy and brace poles and anchors and guy wires upon the hereinafter described premises; and that the defendants herein and each of them have withdrawn their exceptions to the Commissioners' report and demand for jury trial. That the stipulation provides that the report of Commissioners shall be confirmed except as modified by the said stipulation.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the report of Commissioners filed herein on the 6th day of February, 1970, is final and the award as set out and fixed in said report together with the sum of \$3,700.00, as set forth in the stipulation, is the full and just compensation for the perpetual easement and right-of-way taken upon, over and across said described lands and for damages caused to the tracts of land owned by the defendants which adjoin the lands described in this proceeding, said lands and/or estate taken being more particularly described as follows, to-wit:

TRACT NO. 327-12.2 - REVISED - PERPETUAL EASEMENT

A strip of land 100 feet in width in the East Half of the Southwest Quarter of the Northwest Quarter and the East Half of the Northwest Quarter of Section 32, Township 22 North, Range 16 East, in Rogers County, Oklahoma, the center line of which is described as follows, to-wit:

Beginning at a point in the North Boundary of said East Half of the Southwest Quarter of the Northwest Quarter 110 feet West of the Northeast corner thereof; thence in a Southeasterly direction to a point in the East Boundary of said East Half of the Northwest Quarter 462 feet North to the Southeast corner thereof.

TRACT NO. 327-12.4 - REVISED - PERPETUAL EASEMENT

A strip of land 100 feet in width in the South Half of the North Half of the Southeast Quarter of Section 32, Township 22 North, Range 16 East, in Rogers County, Oklahoma, the center line of which is described as follows, to-wit:

Beginning at a point in the North Boundary of said South Half of the North Half of the Southeast Quarter 727 feet West of the Northeast corner thereof; thence in a Southeasterly direction to a point in the East Boundary of said South Half of the North Half of the Southeast Quarter 224 feet North of the Southeast corner thereof.

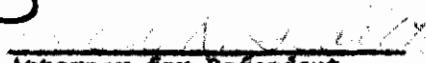
IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the estate or right taken is the perpetual right, privilege and authority to erect, operate and maintain a line, or lines of poles, towers, structures, wires and fixtures for the transmission of electrical energy and to cut down, remove and trim any trees that may, in the judgment of the plaintiff, interfere with or endanger said line, or lines, poles, towers, structures, wires and fixtures or the maintenance or operation thereof; also, the perpetual right, privilege and authority to set the necessary footings, guy and brace poles and anchors, and to attach all the necessary guy wires upon the above described premises and to enter upon the above described premises for the purpose of erecting, maintaining and operating the said line, or lines, of poles, towers, structures, wires and fixtures as aforesaid, and the perpetual privilege, right and authority to erect, maintain and operate said line or lines, upon, over and across any street, alley, highway, railroad or other right-of-way now or hereafter established and existing on or across said lands or adjoining the same or adjacent thereto; reserving unto the owners the use of said lands for any and all purposes that do not interfere with the estate and right taken by the plaintiff and for the purposes herein set forth.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the estate and all of the above designated and described real estate, as described in said petition, and the interest therein taken by these eminent domain proceedings, was vested in the Grand River Dam Authority on the 6th day of February, 1970, upon the depositing of the sum of \$2,600.00 with the registry of this Court for the lands and estates taken in and to the above described land, and that the aforesaid damages were absolved by plaintiff at that time.

APPROVED:



Attorney for Plaintiff



Attorney for Defendant

Luther Bohanon

United States District Judge

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

UNITED STATES OF AMERICA,

Plaintiff,

vs.

WILLIAM E. BARNES, d/b/a BARNES
ALUMINUM, DOROTHY MAE BARNES,
FRED WOODSON, PUBLIC SUPPLY COMPANY,
INC., and HARDING GLASS OF MISSOURI,
INC.,

Defendants.)

CIVIL ACTION NO. 70-C-333

FILED

SEP 25 1970

**JOHN H. POE, Clerk
U. S. DISTRICT COURT**

J U D G M E N T

NOW on this 25 day of September, 1970, this matter coming on for consideration, the plaintiff, United States of America, appearing by and through its attorney, Robert P. Santee, Assistant United States Attorney for the Northern District of Oklahoma, and the defendants, William E. Barnes and Dorothy Mae Barnes, appearing by and through their attorney Fred W. Woodson, and the defendant, Fred W. Woodson, appearing herein, and the defendants, Public Supply Company, Inc., and Harding Glass of Missouri, Inc., appearing not, and it appearing that this is a suit based on a note and foreclosure of a certain real estate mortgage securing said note; and

It further appearing that the real estate described in said mortgage is located in Mayes County, Oklahoma, and

It further appearing that due and legal personal service of summons has been made on the defendants, William E. Barnes and Dorothy Mae Barnes, Fred Woodson, Public Supply Company, Inc., and Harding Glass of Missouri, Inc., on August 4, 1970, August 5, 1970, August 4, 1970, and August 6, 1970, respectively, requiring each of them to answer the complaint herein not more than twenty (20) days after date of service of summons and it appearing that the defendants, Harding Glass of Missouri, Inc., and Public Supply Company, Inc., have failed to file an answer or otherwise plead and it appearing that defendants, William E. Barnes and Dorothy Mae Barnes, have filed their answer herein on August 6, 1970, and it appearing that defendant, Fred Woodson, having filed his disclaimer herein on August 6, 1970.

The Court being fully advised finds that the allegations and averments in the complaint of the plaintiff filed herein are true and correct, and that there is due and owing to the plaintiff, United States of America, from the defendants, William E. Barnes and Dorothy Mae Barnes, the sum of \$10,058.93 as of February 20, 1970, plus interest thereafter at 4-5/8 per cent per annum until paid, plus abstracting costs of \$21.50, plus costs accrued and accruing.

The Court further finds that the plaintiff has a first and prior lien upon the real estate described in the complaint and listed as an exhibit attached to the complaint by virtue of a real estate mortgage given by the defendants, William E. Barnes and Dorothy Mae Barnes covering such real estate.

The Court further finds that the defendants, William E. Barnes and Dorothy Mae Barnes, did on February 20, 1970, file voluntary individual petitions in bankruptcy, being Cases Nos. 70-B-171 and 70-B-172, and that the plaintiff was listed as a creditor in both proceedings and that the Bankruptcy Court has entered an Order of Discharge, fully discharging said defendants of and from any deficiency which might arise as a result of a foreclosure sale in favor of this plaintiff.

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED that the plaintiff, United States of America, do have and recover from the defendants, William E. Barnes and Dorothy Mae Barnes, a judgment in the amount of \$10,058.93 as of February 20, 1970, plus interest thereafter at 4-5/8 per cent per annum until paid, plus abstracting costs in the amount of \$21.50, plus the costs of this action accrued and accruing.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that upon the failure of the defendants, William E. Barnes and Dorothy Mae Barnes, to satisfy the judgment of this 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 real estate described in Exhibit "E" of the complaint, which is located in Mayes County, State of Oklahoma, and to apply the proceeds of such sale of real estate as follows:

1. In payment of the cost of the sale and of the cost of this action.
2. In payment to the plaintiff of its judgment.
3. The residue, 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 real estate be sold with appraisement, and after such sale by virtue of this judgment and decrees, the defendants, and each of them, and all persons claiming under them be and they are forever barred and foreclosed of and from any and every lien upon, right, title, interest, estate, or equity of, in or to the real estate above referred to hereby.

W. W. ...

UNITED STATES DISTRICT JUDGE

APPROVED:

Robert P. Santee

ROBERT P. SANTEE
Assistant United States Attorney

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

United States of America,

Plaintiff,

vs.

Civil No. 70-C-258

Lionell Ogans and Lois H. Ogans,
and Planned Credit, Inc.
#6,

Defendants.

FILED

SEP 25 1970

**JOHN H. POE, Clerk
U. S. DISTRICT COURT**

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 25 day of
September, 1970, the defendants, Lionell Ogans and Lois H. Ogans, and
Planned Credit, Inc. #6, appearing next; 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, Lionell Ogans and Lois H. Ogans, on August 19, 1970; and the
defendant, Planned Credit, Inc. #6, on August 13, 1970; 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 One (1), Sunnyland Addition,
a Subdivision 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, Lionell Ogans and Lois H. Ogans, did, on
December 2, 1966, execute and deliver to the Administrator of Veterans
Affairs, his mortgage and mortgage note for the sum of \$6,500.00, with
interest thereon at the rate of Six (6) per cent per annum and further
providing for the payment of monthly installments of principal and interest;
and

The Court further finds that the defendant, Planned Credit, Inc., #6, has or claims some right, title, or interest in and to the premises herein being foreclosed by reason of a Real estate mortgage dated December 20, 1968, and filed as such in the Office of the County Clerk of Tulsa County, Oklahoma, in Book 3073, Page 1476, on December 20, 1968, but in this regard, plaintiff avers that whatever right, title, or interest the defendant, Planned Credit, Inc. #6, has in and to said property being foreclosed herein is junior and inferior to the first mortgage lien of this plaintiff; and

The Court further finds that the defendants, Lionell Ogans and Lois H. Ogans, and Planned Credit, Inc. #6, and each of them, 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, Lionell Ogans and Lois H. Ogans, and Planned Credit, Inc. #6 are now indebted to the Plaintiff in the sum of \$3,177.23, with interest thereon at the rate of Six (6%) per cent per annum from July 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, Lionell Ogans and Lois H. Ogans, for the sum of \$3,177.23, as unpaid principal, with interest thereon at the rate of Six (6%) per cent per annum from July 1, 1969, until paid, plus the cost of this action accrued and accruing, and the sum of \$22.00 expended for abstracting fees.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that upon failure of the defendants to satisfy Plaintiff's aforesaid 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 appraisal, 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 orders of the Court.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that here 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.

Walter E. Barrow
UNITED STATES DISTRICT JUDGE

APPROVED:

Robert P. Santee

ROBERT P. SANTEE
Assistant U. S. Attorney