

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

WILLIE GIBSON, JR.,)
)
) Petitioner,)
)
 vs.)
)
) PARK J. ANDERSON, Warden,)
)
) et al.,)
)
) Respondents.)

NO. 72-C-256 ✓
FILED
DEC 29 1972
Jack C. Silver, Clerk
U. S. DISTRICT COURT

O R D E R

The Court, having examined the files and records of this proceeding, including the Initial Report of the United States Magistrate concerning the same and being fully advised in the premises finds that petitioner has previously filed both State and Federal petitions for relief, but he states in the petition before the Court that he was unaware of the ground herein asserted and has not previously included the instant contention in his previous allegations and petitions. Thus, by his own admission, the Court finds that petitioner has failed to exhaust adequate and available state remedies. Therefore, the Court finds that this petition is premature in the Federal Court and should be denied.

IT IS, THEREFORE, ORDERED:

1. That the petition for writ of habeas corpus of Willie Gibson, Jr., be and the same is hereby denied and dismissed.
2. That a copy of this Order be mailed by the Clerk of this Court to the petitioner, together with a copy of the Initial Report of the United States Magistrate.
3. That the Clerk of this Court furnish to respondent a copy of this Order, together with a copy of the Initial Report of the United States Magistrate, by mailing the same to the Attorney General of the State of Oklahoma.

Dated this 29th day of December, 1972, at Tulsa, Oklahoma.


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

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

FILED

DEC 29 1972

HENRY CLAY SPERRY,)
)
 Petitioner,)
)
 vs.)
)
 UNITED STATES OF AMERICA,)
)
 Respondent.)

Jack C. Silver, Clerk
U. S. DISTRICT COURT
72-C-237

ORDER

THE COURT, having examined the files and records of this proceeding, together with the files and records in the case of United States of America vs. Henry Clay Sperry, Case No. 72-CR-31, together with transcripts of hearings on change of plea held February 11, 1972 and sentencing held on February 29, 1972, and the Second Report of the United States Magistrate concerning the same and being fully advised in the premises,

FINDS:

1. The files, records and transcripts herein conclusively show that petitioner was adequately and properly represented by court appointed counsel.

2. The plea of guilty by petitioner was made voluntarily with understanding of the nature of the charges and the consequences of the plea.

3. The files and records conclusively show that the sentence imposed by the Court was not excessive.

IT IS, THEREFORE, ORDERED:

1. The petitioner's motion pursuant to § 2255, Title 28 U.S.C. is denied.

2. That a copy of this Order be mailed by the Acting Clerk of this Court to the petitioner, together with a copy of the Second Report of the United States Magistrate.

3. That the Acting Clerk of this Court furnish to respondent a copy of this Order, together with a copy of the Second Report of the United States Magistrate, by mailing the same to the United States Attorney for the Northern District of Oklahoma.

Dated this 27th day of December, 1972.


CHIEF JUDGE, UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA.

FILED

DEC 29 1972

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

HERBERT HOOVER GRISSOM,
vs.
UNITED STATES OF AMERICA,
Petitioner,
Respondent.

Jack C. Silver, Clerk
U.S. DISTRICT COURT

NO. 72-C-199

ORDER

The Court having examined the file and record of this proceeding together with the Report of the United States Magistrate concerning the same, and being fully advised in the premises, FINDS:

1. That petitioner does not attack as unconstitutional his 1961 conviction by jury and sentence in the United States District Court in this Northern District of Oklahoma, but rather asserts that he is held in the Federal Penitentiary at Leavenworth, Kansas, in violation of his constitutional right to due process of law because the revocation of his mandatory releasee status by the Board of Paroles in Kansas was without a revocation hearing.

2. That petitioner is not physically present within the jurisdiction of this Court, nor is the Warden of the Federal Penitentiary at Leavenworth, Kansas. Further, the Board of Paroles and the Court wherein his parole status as a mandatory releasee was vacated are in the State of Kansas.

3. That the Court concludes proper jurisdiction of the petition before the Court is in the State of Kansas, although this conclusion is not without reluctance since the findings and recommendation of the Magistrate would be adopted if this Court could properly look to the merits.

4. That the Court herein relies in part upon Halprin v. United States 293 F.Supp. 1187 (S.D.N.Y. 1968); Jacobson v. Harris, 313 F.Supp. 1036 (D. Minn. 3rd Div. 1970); Ahrens v. Clark, 335 U. S. 188 (1948); Jones v. Cunningham, 371 U. S. 236 (1963); Application of Gillette, 175 F.Supp. 255 (E.D.N.Y. 1959); United States v. New York State Division of Parole, 239 F.Supp. 622 (S.D.N.Y. 1965); Application of Lipscomb, 408 F.2d 1003 (6th Cir. 1969) cert. den. 396 U. S. 993, reh. den. 396 U. S. 1047; and Tanner v. Moseley, 441 F.2d 122 (8th Cir. 1971).

5. That this § 2255 motion should be dismissed without prejudice to the petitioner's right to file a motion to the proper Federal Court.

IT IS, THEREFORE, ORDERED that the 28 U.S.C. § 2255 motion of Herbert Hoover Grissom be and it is dismissed without prejudice to the petitioner's right to file a motion to the proper Federal Court.

Dated this 29th day of December, 1972, at Tulsa, Oklahoma.


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

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

JAMES ALFORD DONALD, JR.,
Petitioner,

vs.

UNITED STATES OF AMERICA,
Respondent.

72-C-204

FILED

DEC 29 1972

**Jack C. Silver, Clerk
U. S. DISTRICT COURT**

ORDER

THE COURT, having examined the files and records of this proceeding, including the transcript of hearing at time of arraignment and plea and sentencing, and the Second Report of the United States Magistrate concerning the same and being fully advised in the premises, FINDS:

1. The plea of guilty by the petitioner was made voluntarily with understanding of the nature of the charge and the consequences of the plea;

2. The files, records, and transcripts herein conclusively show the defendant was not coerced in his plea of guilty;

3. The files and record clearly show that the defendant, James Alfred Donald, Jr., was picked up on a commissioner's arrest warrant from custody in Creek County Jail at Sapulpa, Oklahoma, on January 18, 1971, and at the commissioner's hearing that day bond was set in the amount of \$2,500, which the defendant did not make, and he was remanded to and retained in the custody of the United States Marshal. The indictment was returned on January 21, 1971, and the arraignment set for February 2, 1971, was passed to February 9, 1971, at which time the defendant entered his plea of guilty. The defendant had been incarcerated in a drug free environment for 22 days in Federal custody alone before entering his plea; by his own admission his drug use was of "speed" and not hard narcotics; and the defendant showed no signs of suffering withdrawal at the time of his plea. In an abundance of caution,

The Court sentenced the defendant pursuant to 18 U.S.C. Section 4208(b) to obtain a recommendation for definitive sentence from the best facilities available to the Court. Thus, the files, records, transcripts, and the Court's memory, disclose no evidence supporting, and clearly refute petitioner's claim of incompetency at the time of his plea of guilty that would entitle him to the relief prayed for. Further, such knowing and voluntary plea of guilty as was made by the defendant waives prior procedural defects not going to the jurisdiction of the Court. The Court finds that the files and records so clearly refute petitioner's claim that an evidentiary hearing is not required in this instance and that the Section 2255 motion should be denied.

IT IS, THEREFORE, ORDERED:

1. The petitioner's motion pursuant to Title 28 U.S.C. Section 2255 is denied.

2. That a copy of this Order, together with a copy of the Second Report of the United States Magistrate be mailed to the petitioner by the Acting Clerk of this Court;

3. That the Acting Clerk of this Court furnish to respondent a copy of this Order, together with a copy of the Second Report of the United States Magistrate, by mailing the same to the United States Attorney for the Northern District of Oklahoma.

Dated this 29th day of December, 1972.


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

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

ELMER DAVIS, Regional Director of the
Sixteenth Region of the National Labor
Relations Board, for and on behalf of
the NATIONAL LABOR RELATIONS BOARD,

Petitioner,

v.

NORTHEASTERN OKLAHOMA BUILDING &
CONSTRUCTION TRADES COUNCIL,

Respondent

FILED

DEC 29 1972

Jack C. Silver, Clerk
U. S. DISTRICT COURT

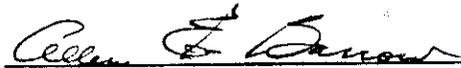
Civil No. 72-C-314

ORDER DISMISSING CASE

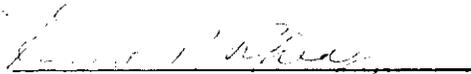
This Court having entered an Order on October 30, 1972,
continuing the above-entitled case subject to respondent's compliance
with the administrative disposition, and the Court being advised by the
Regional Director of the Sixteenth Region of the National Labor Relations
Board that the respondent has complied with the terms and conditions of
the administrative disposition,

IT IS ACCORDINGLY ORDERED that the above-entitled case be
and hereby is, dismissed and the proceeding terminated.

DATED at Tulsa, Oklahoma, this 29 day of December, 1972.


United States District Judge

Consent given by all Parties:


Evert P. Rhea
Counsel for Petitioner


Maynard I. Ungerman,
Counsel for Respondent

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

THE WILLIAMS COMPANIES)
National Bank of Tulsa Building)
Tulsa, Oklahoma 74103,)
)
Plaintiff,)
)
vs.)
)
C. JACKSON GRAYSON, JR.,)
Chairman of the Price Com-)
mission)
and)
PETER F. CARPENTER,)
Deputy Executive Director)
Price Commission)
2000 M Stree, N.W.)
Washington, D. C. 20508,)
)
Defendants.)

Civil No. 72-C-458

FILED
DEC 29 1972
Jack C. Silver, Clerk
U. S. DISTRICT COURT

VOLUNTARY DISMISSAL WITHOUT PREJUDICE AND
ORDER ALLOWING VOLUNTARY DISMISSAL WITHOUT PREJUDICE

1. On the 27th day of December, 1972, at 10:00 o'clock A.M., came on for hearing the issues set for hearing by Order of this Court issued December 21, 1972, and pursuant to valid and proper notice of said Order served upon Defendants. Plaintiff and Defendants appearing through counsel, Plaintiff showed the Court that since the filing of its Complaint herein the Defendants, and the Price Commission in Washington, D. C., issued a Decision and Order dated December 27, 1972, suspending the effectiveness of the ruling of the Price Commission which constitutes the basis of Plaintiff's lawsuit for not less than thirty (30) days, and for such additional and indefinite length of time as should be necessary to carry out the matters specified in said Order. A copy of said Decision and Order is attached hereto, and incorporated herein by reference, as Exhibit A.

2. Upon the issuance of the aforesaid Decision and Order, Plaintiff orally moved in open Court to voluntarily dismiss its

Complaint herein without prejudice, pursuant to Rule 41(a) of the Federal Rules of Civil Procedure, because of the effect of said Decision and Order.

3. Being fully advised in the premises, the Court finds that by reason of the existence of the aforesaid Decision and Order by the Price Commission dated December 27, 1972, Plaintiff's said voluntary dismissal without prejudice pursuant to Rule 41(a) of the Federal Rules of Civil Procedure should be allowed by the Court.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Plaintiff's voluntary dismissal without prejudice of its Complaint be, and it hereby is, allowed upon Plaintiff's oral motion of December 27, 1972.

DATED December 29, 1972.



Allen E. Barrow, United States
District Judge

Voluntarily dismissed without prejudice:

HALL, ESTILL, HARDWICK, GABLE,
COLLINGSWORTH & NELSON

By Walter B. Hall
Walter B. Hall

ROYCE H. SAVAGE
BOONE, ELLISON & SMITH

By Royce H. Savage

ARNOLD & PORTER
Attorneys for Plaintiff
The Williams Companies

APPROVED AS TO FORM:

Nathan E. Graham
Nathan E. Graham, United States
District Attorney, Northern
District of Oklahoma

Attorney for Defendants

DECISION AND ORDER OF THE PRICE COMMISSION
WASHINGTON, D. C.

REQUEST FOR REPURIFICATION AND PETITION FOR
RECONSIDERATION OF EXCEPTION ORDER

NAME OF PETITIONER: The Williams Companies of Tulsa, Oklahoma.

CASE NO. 73-EA-7304 RP

Upon consideration of the written submission of the Williams Companies on September 28, 1972, and oral submission of the Williams Companies made on December 26, 1972, and at other times, with regard to a request for an exception from the price commission profit margin rules, and upon consideration of the Williams Companies petition for reconsideration of price commission exception Order dated December 1, 1972, filed by the Companies on December 7, 1972, and upon consideration of the Williams Companies' request for repurification under Price Commission Special Regulation No. 1, filed on December 1, 1972,

IT IS HEREBY ORDERED:

(1) That the Price Commission Exception Order dated December 1, 1972, be suspended until such date as each of the following has occurred:

(a) The Price Commission has acted upon the Williams Companies' request for reconsideration of the Price Commission Exception Order dated December 1, 1972, pursuant to 6 CFR 305.38;

EXHIBIT A

1972. In the opinion the Tenth Circuit Court of Appeals, stated:

"Upon remand the district court will vacate its judgment and proceed to consider the case anew, allowing the appellants full opportunity to present their arguments and contentions. The remand will then to the trial court a renewed occasion to reconsider its findings and to deal with the several issues in the case, adjudicating in accordance with the true merits of the con-

troversies presented. The court is not to be limited in any manner and is free to hear additional evidence if there is a need to do so."

In compliance with said opinion, this Court set the matter down for additional evidence and argument on November 2, 1972. At that hearing all parties announced that they did not desire to introduce further or additional evidence, and the Court proceeded to hear oral argument.

Based on the complete file, the oral argument, the testimony previously adduced, the observation of the Court of the witnesses heretofore testifying; their ability to remember and relate the circumstances concerning this litigation; their interest, if any, in the result of the trial; the relation of the witness to the parties; the bias or prejudice, if any; the candor; fairness; intelligence and demeanor of the witness, the Court makes the following findings of fact, conclusions of law and judgment.

FINDINGS OF FACT

1. The Court finds that the Aetna Casualty and Surety Company issued a Family Automobile Policy Number 30 FA 93814 PC to Clifford R. Hunt and Mary Hunt, Route 4, Box 221, Claremore, Oklahoma, covering a 1969 Dodge Charger and a 1963 Chevrolet Impala, with bodily injury limits of \$25,000.00 each person and \$50,000.00 each occurrence, and property damage liability of \$5,000.00 each occurrence, which policy was in full force and effect on September 14, 1969.

2. The Court finds that said automobile liability policy issued by the Aetna Casualty and Surety Company provides as follows:

"Aetna Casualty and Surety Company *** agrees with the insured, *** Part I-Liability *** to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of:

A. bodily injury *** including death resulting therefrom, *** sustained by any person, ***.

arising out of the ownership, maintenance or use of the owned automobile or any nonowned automobile ***.

PERSONS INSURED

The following are insured under Part I:

(a) with respect to the owned automobile,

(1) the named insured and any resident of the same household,

(2) any other person using such automobile with the permission of the named insured, provided his actual operation or (if he is not operating) his other actual use thereof is within the scope of such permission, and

(3) any other person or organization but only with respect to his or its liability because of acts or omissions of an insured under (2) (1) or (2) above; ***."

3. The Court finds that the State Farm Mutual Automobile Insurance Company issued its automobile liability policy Number 940 770-A-15-36 and 919 547-C06-36, to Lester C. Watson and Evelyn Watson, Route 4, Box 523, Claremore, Oklahoma, providing coverage for a 1965 one-half ton Chevrolet pickup truck and a 1964 4-door Chevrolet automobile, each policy providing bodily injury limits of \$15,000.00 each person and \$30,000.00 each accident, and property damage limits of \$10,000.00 each accident, which policies were in full force and effect on the 14th day of September, 1969.

4. The Court finds that the said automobile liability policies issued by the State Farm Mutual Insurance Company provide as follows:

"State Farm Mutual Automobile Insurance Company *** agrees with the named insured ***
INSURING AGREEMENT I - THE OWNED AUTOMOBILE ***

(1) To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of
(A) bodily injury sustained by other persons, and
(B) property damage, caused by accident arising out of the ownership, maintenance or use *** of the owned automobile.

INSURING AGREEMENT II - NON-OWNED AUTOMOBILES

If the named insured is a person or persons and if during the policy period such named insured owns an automobile covered by this policy *** such insurance as is afforded by this policy with respect to the owned automobile under:

(1) coverages A and B applies to the use of a non-owned automobile by:

(a) the first person named in the declaration or,
(b) if residents of the same household, his spouse or the relatives of either, and

provides such use, operation, occupancy or custody is with the permission of the owner or person in lawful possession of such automobile.

CONDITIONS - INSURING AGREEMENTS I and II

15. Other insurance ***

(b) The insurance with respect to *** a non-owned automobile shall be excess over other collectible insurance."

5. The Court finds that the Independence Fire and Casualty Company issued its policy Number FA4-3741 to Leo Clinton, Route 1, Oologah, Oklahoma, covering a 1963 Ford Galaxie automobile with bodily injury limits of \$5,000.00 each person and \$10,000.00 each accident, and that said policy was in full force and effect on September 14, 1969.

6. The Court finds that said automobile liability policy of Independence Fire and Casualty Company provides as follows:

"INDEPENDENCE FIRE AND CASUALTY COMPANY *** agrees with the insured ***.

PART I - LIABILITY

***To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of:

A. bodily injury *** including death resulting therefrom *** sustained by

B. injury to or destruction of property ***

arising out of the ownership, maintenance or use of the owned automobile or any non-owned automobile ***

PERSONS INSURED: The following are insureds under Part I:

(a) with respect to the owned automobile,

(1) the named insured and any resident of the same household,

(b) with respect to a non-owned automobile,

(1) the named insured,

(2) any relative, but only with respect to a private passenger automobile or trailer

provided his actual operation or, if he is not operating, the actual use thereof is with the permission, or reasonably believed to be with the permission, of the owner and is within the scope of such permission, and

Other insurance: If the insured has other insurance

against a loss covered by Part I of this policy *** provided, however, the insurance with respect to *** or non-owned automobile shall be excess insurance over any other valid and collectible insurance."

7. The Court finds that on September 14, 1969, Charles Hunt was the son of Clifford and Mary Hunt and a resident of their household; that Dale Watson was the son of Lester C. and Evelyn Watson and a resident of their household; and that Michael Clinton was the son of Leo Clinton and a resident of his household.

8. The Court finds that on September 14, 1969, Charles Hunt was the owner of a 1963 Chevrolet Impala automobile; that said automobile was insured by the Aetna Casualty and Surety Company in the name of Clifford R. Hunt and Mary Hunt; that Clifford R. Hunt and May Hunt had given specific instructions to Charles R. Hunt not to let any other person operate the 1963 Chevrolet Impala automobile.

9. That on September 14, 1969, Charles Hunt, Michael Clinton, Dale Watson, Cinda Kay Dudley and Linda Mae Dudley were riding in the 1963 Chevrolet Impala automobile. That Charles Hunt permitted Cinda Kay Dudley to operate said automobile in and around Oolagah Lake; that thereafter he permitted Michael Clinton to use said automobile while he remained at the apartment of Linda Mae Dudley with her and Cinda Kay Dudley and Dale Watson. That thereafter when Michael Clinton returned in the automobile to the area of the Dudley girls' apartment Dale Watson forced himself into the driver's side of said automobile advising Michael Clinton that Clifford Hunt had given him permission to operate said vehicle. That Michael Clinton rolled down the window on the passenger side of said vehicle and attempted to verify Dale Watson's statement

that he had permission to operate said vehicle but was effectively prevented from doing so by the actions of Dale Watson who turned the tape deck in said automobile to full volume and drove rapidly away from the parking area in front of the Dudley girls' apartment.

10. The Court finds that Dale Watson did not have permission to operate the car from Clifford Hunt, Mary Hunt, Charles Hunt or Michael Clinton. That he in fact knowingly took said car without permission. That at the time he took said car from Michael Clinton's custody, Michael Clinton, having ridden with Dale Watson on one occasion, was not acquainted with and had no knowledge of Dale Watson's driving ability. The Court further finds that Dale Watson was a high school graduate and during high school had taken and passed a drivers education course.

11. The Court finds that after taking the Hunt vehicle Dale Watson drove Michael Clinton to his home, thereafter went joy riding on a mission of his own and while so doing was involved in an automobile accident wherein Edith Marie Mills and Patsy Teel were killed and Wilford Lamar Teel and Thomas A. Teel suffered injuries. That as a result of said accident, suits are now pending in the District Court of Tulsa County seeking damages as a result of said accident and resulting deaths and injuries. That demands have been made upon the Aetna Casualty and Surety Company, the State Farm Mutual Automobile Insurance Company and the Independence Fire and Casualty Company to defend and indemnify their respective insureds and the driver of the Hunt vehicle, Dale Watson, as a result of the damages sustained in said accident.

12. The Court finds that at the time of the accident the vehicle which Dale Watson was operating was a "non-owned"

automobile under the terms of the insurance contract issued by the State Farm Mutual Automobile Insurance Company and the Independence Fire and Casualty Company.

13. The Court finds that at the time of the accident and at the time of trial Dale Watson was a legally competent person.

CONCLUSIONS OF LAW

1. The Court holds that 28 U.S.C. §§2201 et seq. vests this Court with jurisdiction to determine the rights and responsibilities of the parties thereto under the insurance contracts issued by the Aetna Casualty and Surety Company, the State Farm Mutual Automobile Insurance Company and the Independence Fire and Casualty Company.

2. That the Court has acquired personal jurisdiction of the parties involved herein.

3. That the policy issued by the Aetna Casualty and Surety Company to Clifford R. Hunt and Mary Hunt does not afford coverage for the accident of September 14, 1969, and that the Aetna Casualty and Surety Company is not obligated to indemnify, but is, under the terms of the policy, obligated to defend their insureds in any action arising out of said accident.

4. That the policies issued by the State Farm Mutual Automobile Insurance Company does not afford coverage for the accident of September 14, 1969, and that the State Farm Mutual Insurance Company is not obligated to defend or indemnify Dale Watson in any action arising out of said accident.

5. That the policy issued by the Independence Fire and Casualty Company does not afford coverage for the accident of September 14, 1969; that the said Independence Fire and Casualty Company is not obligated to defend or indemnify Michael Clinton or Dale Watson in any action arising from the said accident.

JUDGMENT

Judgment is hereby entered in favor of Aetna Casualty and Surety Company, the State Farm Mutual Automobile Insurance Company, and the Independence Fire and Casualty Company decreeing they have no coverage and are not obligated to indemnify, but that Aetna Casualty and Surety Company is obligated to defend their insureds as to any claims arising out of the accident of September 14, 1969.

ENTERED this 21st day of December, 1972.



CHIEF UNITED STATES DISTRICT JUDGE

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

M. SUMMERS, a/b/a
THE M. SUMMERS COMPANY,
an individual,

Plaintiff,

-vs-

CONTINENTAL COPPER & STEEL
INDUSTRIES, INC.,

Defendant.

No. C-69-202

FILED
DEC 21 1972
Jack C. Silver, Clerk
U.S. DISTRICT COURT

JUDGMENT OF DISMISSAL WITH PREJUDICE

WHEREAS, the parties have stipulated that this action shall be dismissed in toto, IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that such dismissal shall be accepted and approved by the Court and this action be and the same is hereby and by these presents dismissed with prejudice and that no costs shall hereafter be assessed in favor of either party as against the other.

DATED this 19th day of December, 1972.

Ruthen B. ...
UNITED STATES DISTRICT JUDGE

APPROVED:

David H. Sanders
Attorney for Plaintiff.

Roger R. Scott
Attorney for Defendant.

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

SOUTHWESTERN STATES GAS COMPANY,
INC., a corporation, and DELTA
EXPLORATION COMPANY, a joint venture
composed of Southwestern States Gas Company,
Inc., Alan B. Erwin and William J. Lamberton,

Plaintiffs,

vs.

WILLIAM E. SNEE and ORVILLE EBERLY,
individually, and as partners doing business
as WILLIAM E. SNEE and ORVILLE EBERLY,
Oil and Gas Producers,

Defendants.

FILED

DEC 21 1972

Jack C. Silver, Clerk
U. S. DISTRICT COURT

NO. 72-C-81

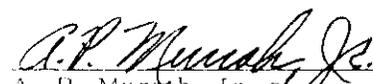
ORDER OF DISMISSAL WITH PREJUDICE

On this 14th day of November, 1972, this matter coming on for
hearing upon the application of plaintiffs for the entry of an order of dismissal
and the court having examined said application finds that this cause has been
fully settled and compromised between the parties and that an order of
dismissal should be entered.

IT IS THEREFORE ORDERED AND ADJUDGED that this cause be
and the same is hereby ordered dismissed with prejudice to the filing or
prosecution of a future action at the cost of plaintiffs.


United States District Judge


Charles C. Baker of
Gable, Gorwals, Hays, Rubin & Fox
Attorneys for Plaintiffs


A. P. Murrah, Jr. of
Andrews, Mosburg, Davis, Elam, Legg & Kornfeld
Attorneys for Defendants

IN DISTRICT COURT
THE UNITED STATES FOR THE DISTRICT OF
OKLAHOMA

FILED

DEC 21 1972

CAESELETA MANTON,)
)
 Plaintiff)
)
)
)
 JOSEPH G. HAMILTON,)
)
 Defendant.)

Jack C. Silver, Clerk
U. S. DISTRICT COURT
NO. 720-388

ORDER OF DISMISSAL

The Court, having reviewed the joint application for dismissal finds that all issues have been compromised and settled and that said action is hereby dismissed with prejudice to any future action.

Judge of the United States District Court

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

BOARD OF TRUSTEES, PIPELINE)
INDUSTRY BENEFIT FUND,)
)
Plaintiff,)
)
vs.)
)
HOOD CORPORATION,)
)
)
Defendant.)

No. 72 - C - 396

FILED

DEC 19 1972

., Clerk
U. S. DISTRICT COURT

ORDER OF DISMISSAL

NOW, on this 18th day of December, 1972, Plaintiff's Motion
for Dismissal coming on for consideration and counsel for Plaintiff
herein representing and stating that all issues, controversies, debts
and liabilities between the parties have been paid, settled and compromised,

IT IS THE ORDER OF THIS COURT that said action be and
the same is hereby dismissed with prejudice to the bringing of another
or future action by the Plaintiff herein.

H. Luther Bohannon
District Judge

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

FILED
DEC 19 1972 ✓
Clerk
U. S. DISTRICT COURT

UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
vs.)
)
JACK MURPHY and BERNICE MURPHY,)
)
)
Defendants.)

Civil Action No. 72-C-307 ✓

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 19th day
of December, 1972, the plaintiff appearing by Robert P. Santee,
Assistant United States Attorney, and the defendants, Jack Murphy
and Bernice Murphy, appearing not.

The Court being fully advised and having examined
the file herein finds that the whereabouts and residence of these
defendants cannot be ascertained; that due process of service
has been made on these defendants as appears from the Proof of
Publication filed herein on December 8, 1972, and

It appearing that the said defendants have failed
to answer herein and that default has been entered by the Clerk
of this Court.

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 and that the following described
real property is located in Tulsa County, Oklahoma, within the
Northern Judicial District of Oklahoma:

Lot Twenty-One (21), Block Three (3), NORTHGATE
THIRD 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, and

THAT the defendants, Jack Murphy and Bernice Murphy, did, on September 14, 1970, execute and deliver to Diversified Mortgage and Investment Company their mortgage and mortgage note in the sum of \$14,250.00 with 8½ per cent interest per annum, and further providing for the payment of monthly installments of principal and interest; and that by instrument dated September 29, 1970, Diversified Mortgage and Investment Company assigned said note and mortgage to Federal National Mortgage Association, which Association assigned said note and mortgage to the Secretary of Housing and Urban Development, Washington, D. C., his successors and assigns as such.

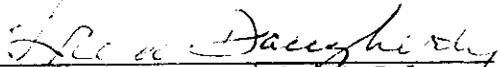
The Court further finds that the defendants, Jack Murphy and Bernice Murphy, made default under the terms of the aforesaid mortgage note by reason of their failure to make monthly installments due thereon for more than 12 months last past, which default has continued and that by reason thereof the above-named defendants are now indebted to the plaintiff in the sum of \$14,929.81 as unpaid principal, with interest thereon at the rate of 8½ per cent interest per annum from June 1, 1972, until paid, plus the cost of this action accrued and accruing.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff have and recover judgment against defendants, Jack Murphy and Bernice Murphy, in rem, for the sum of \$14,929.81 with interest thereon at the rate of 8½ per cent per annum from June 1, 1972, plus the cost of this action accrued and accruing, plus any additional sums advanced or to be advanced or expended during this foreclosure action by plaintiff for taxes, insurance, abstracting, or sums for the preservation of the subject property.

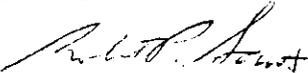
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon the failure of said defendants to satisfy plaintiff's money judgment herein, an Order of Sale shall be issued to the United States Marshal for the Northern District of Oklahoma, commanding

him to advertise and sell, with appraisement the 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, all of 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 ¹/_a

APPROVED.


ROBERT P. SANTEE
Assistant United States Attorney

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

DECEMBER 1972

United States of America,
Plaintiff,

vs.

40.00 Acres of Land, More or
Less, Situate in Rogers County,
State of Oklahoma, and C. L.
Crawford, et al., and Unknown
Owners,

Defendants.

, Clerk
U. S. DISTRICT COURT

CIVIL ACTION NO. 69-C-141

Tract No. 503M

United States of America,
Plaintiff,

vs.

20.00 Acres of Land, More or
Less, Situate in Rogers County,
State of Oklahoma, and Garland
G. Boyd, et al., and Unknown
Owners,

Defendants.

CIVIL ACTION NO. 69-C-142

Tract No. 504M

United States of America,
Plaintiff,

vs.

60.00 Acres of Land, More or
Less, Situate in Rogers County,
State of Oklahoma, and Homer
Van Dyke, et al., and Unknown
Owners,

Defendants.

CIVIL ACTION NO. 69-C-143

Tract No. 506M

United States of America,
Plaintiff,

vs.

17.75 Acres of Land, More or
Less, Situate in Rogers County,
State of Oklahoma, and Ella
McMahan, et al., and Unknown
Owners,

Defendants.

CIVIL ACTION NO. 69-C-146

Tract No. 512M

J U D G M E N T

J U D G M E N T

1.

NOW, on this 18th day of December, 1972, this matter comes on for disposition on application of the Plaintiff, United States of America, for entry of judgment on the Report of Commissioners (Second) filed herein on August 8, 1972, and on a Stipulation As To Just Compensation filed herein on December 8, 1972, and the Court, after having examined the files in this action and being advised by counsel, finds that:

2.

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

3.

This judgment applies to the entire estates taken in Tracts Nos. 503M, 504M, 506M and 512M, as such tracts and estates are described in the Complaints filed in the captioned civil actions.

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 these actions who are interested in the 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 property. Pursuant thereto, on July 2, 1969, 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 date of filing such instruments.

6.

Simultaneously with filing of the Declaration of Taking, there were deposited in the Registry of this Court as estimated compensation for the estates taken in the subject tracts, certain sums of money, and none of these deposits has been disbursed, as set out below in paragraph 14.

7.

On August 8, 1972 the Commissioners appointed by the Court, in subject cases, filed their Report of Commissioners (Second) setting forth their conclusions as to the amount of just compensation for all interests taken in such cases. Such report should be approved by the Court in regard to all interests covered thereby except the working interest.

8.

After the filing of the Report of Commissioners (Second) the owners of the working interest in the estates taken in each of the subject tracts, and the United States of America, have compromised and settled their differences and have executed and filed herein, on December 8, 1972, a Stipulation As To Just Compensation by which such parties have agreed upon the amount of just compensation for such working interest and such stipulation should be approved by the Court.

9.

This judgment will create a surplus in some of the deposits of estimated compensation for the estates taken in subject tracts as shown below in paragraph 14. Such surplus should be refunded to the Plaintiff.

10.

The defendants named in paragraph 14 as owners of the estates taken in subject tracts are the only defendants asserting any claim to such estates. 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.

11.

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 they are described in the Complaints filed herein, and such property, to the extent of the estates described in such Complaints, is condemned, and title to such estates is vested in the United States of America, as of July 2, 1969, and all defendants herein and all other persons are forever barred from asserting any claim to such estates.

12.

It Is Further ORDERED, ADJUDGED and DECREED that as of the date of taking in these cases the owners of the estates taken in subject tracts were the defendants whose names are listed in paragraph 14 below; that each defendant's interest was as shown therein; and that the right to receive the just compensation awarded by this judgment is vested in such named defendants.

13.

It Is Further ORDERED, ADJUDGED and DECREED that the Report of Commissioners (Second) filed herein on August 8, 1972, insofar as it applies to all interests in the estates taken herein except the working interest, hereby is approved and the sums therein fixed are adopted as the awards of just compensation for the various interests in the estates taken in the subject tracts, all as set forth below in paragraph 14.

14.

The Stipulation as to Just Compensation, described above in paragraph 8, hereby is approved and the sum therein recited is adopted as the award of just compensation for the working interest in the estate taken in subject tracts, as shown in the following schedule:

PART I: WORKING INTEREST ONLY IN ALL
4 TRACTS, TO-WIT 503M, 504M,
506M AND 512M, COMBINED

Owners:

O. L. Crawford and
Carl J. Helean

Deposited as estimated compensation:

Tract No. 503M -----	\$3,165.00
Tract No. 504M -----	4,627.00
Tract No. 506M -----	2,024.00
Tract No. 512M -----	18.00
Total -----	<u>\$9,834.00</u>

Award of just compensation pursuant to Stipulation -----	\$6,000.00	\$6,000.00
Deposit surplus -----	\$3,834.00	
Disbursed to owners -----		<u>None</u>
Balance due to owners -----		\$6,000.00

PART II: ALL INTERESTS OTHER THAN WORKING
INTEREST (BY TRACT)

A. Tract No. 503M (C.A. 69-C-141)

1. Lessor (royalty) interest:

Owners: Garland G. Boyd and
Leona E. Boyd

Deposited as estimated compensation -----	\$1,678.00	
Award of just compensation pursuant to Commissioners' Report -----	\$700.00	\$700.00
Deposit surplus -----	\$978.00	
Disbursed to owners -----		<u>None</u>
Balance due to owners -----		\$700.00

2. Oil payment interest:

Owner: Mayabb Oil Company

Deposited as estimated compensation -----	\$832.00	
Award of just compensation pursuant to Commissioners' Report -----	\$35.00	\$35.00
Deposit surplus -----	\$797.00	
Disbursed to owner -----		<u>None</u>
Balance due to owner -----		\$35.00

B. Tract No. 504M (C.A. 69-C-142)

1. Lessor (royalty) interest:

Owners: Garland G. Boyd and
Leona E. Boyd

Deposited as estimated compensation -----	\$1,886.00	
Award of just compensation, pursuant to Commissioners' Report -----	\$500.00	\$500.00
Deposit surplus -----	\$1,386.00	
Disbursed to owners -----		<u>None</u>
Balance due to owners -----		\$500.00

2. Oil payment interest:

Owner: Mayabb Oil Company

Deposited as estimated compensation -----	\$20.00	
Award of just compensation pursuant to Commissioners' Report -----	5.00	\$5.00
Deposit surplus -----	\$15.00	
Disbursed to owner -----		<u>None</u>
Balance due to owner -----		\$5.00

D. Tract No. 512M (C. A. 69-C-146).

1. Lessor (royalty) interest:

Owner: Ella McMahan

Award of just compensation
pursuant to Commission-
ers' Report ----- \$150.00 \$150.00

Deposited as estimated
compensation ----- 105.00

Deposit deficiency ----- \$45.00

Disbursed to owner ----- None

Balance due to owner ----- \$150.00

Plus interest on \$45 deficiency at
6% per annum from July 2, 1969 to
January 2, 1973 ----- \$9.45

Total due to owner ----- \$159.45

2. Oil payment interest:

Owners:

W. J. Fox
Clemens A. Timpfe and
Portia E. Timpfe

Deposited as estimated
compensation ----- \$18.00

Award of just compensation
pursuant to Commission-
ers' Report ----- None

Deposit surplus ----- \$18.00

15.

It Is Further ORDERED, ADJUDGED and DECREED that the Clerk of this Court shall transfer from the deposit in Civil Action No. 69-C-141 to the deposit in Civil Action No. 69-C-146 a sum sufficient to cover the net deficiency in the latter deposit, to-wit, the sum of \$18.45.

The Clerk of this Court then shall disburse the deposits in the subject cases as follows:

Civil Action No. 69-C-141 (Tract No. 503M)

To: Garland G. Boyd and
Leona E. Boyd, jointly ----- \$700.00
Mayabb Oil Company ----- \$35.00
Treasurer, United States
of America ----- \$4,921.55

Civil Action No. 69-C-142 (Tract No. 504M)

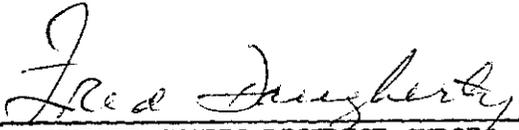
To: O.L. Crawford and
Carl J. Helean, jointly ----- \$6,000.00
Garland G. Boyd and
Leona E. Boyd, jointly ----- \$500.00
Mayabb Oil Company ----- \$5.00
Joanna Dugas, Administratrix of the
Estate of Homer Van Dyke, deceased ---- \$24.20
Treasurer, United States of America ----- \$3.80

Civil Action No. 69-C-143 (Tract No. 506M)

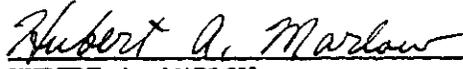
To: Joanna Dugas, Administratrix of the
Estate of Homer Van Dyke, deceased ---- \$1,300.00
Mayabb Oil Company ----- \$56.00
Treasurer, United States of America ----- \$3,575.00

Civil Action No. 69-C-146 (Tract No. 512M)

To: Ella McMahan ----- \$159.45


UNITED STATES DISTRICT JUDGE

APPROVED:


HUBERT A. MARLOW
Assistant United States Attorney

Approved:

attorney for defendants
O.L. Crawford and Carl J
Helean.

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

EDYTHE CUMMINGS,)
Plaintiff,)
VS.) Civil Action No. 72-C-142
THE UNITED STATES OF AMERICA,)
Defendant.)

CONSOLIDATED

CLARENCE CUMMINGS,)
Plaintiff,)
VS.) Civil Action No. 72-C-143
THE UNITED STATES OF AMERICA,)
Defendant.)

FILED

DEC 11 1972

Clerk
U. S. DISTRICT COURT

J U D G M E N T

This action, wherein the captioned cases were consolidated for trial, came on for trial on December 1, 1972, before the Court, Honorable Fred Daugherty, United States District Judge, presiding, with Plaintiffs appearing in person and by their counsel, Don L. Dees and Jack C. Brown; and, the Defendant appearing by Jack M. Short, Assistant United States Attorney for the Northern District of Oklahoma; and, the issues having been duly tried and a Memorandum Opinion having been rendered by the Court on December 12, 1972, for the Defendant,

IT IS ORDERED AND ADJUDGED BY THE COURT that the Plaintiffs take nothing, that each of these actions is dismissed on its merits, and that the Defendant, United States of America, recover of the Plaintiffs its costs of action.

Dated at Tulsa, Oklahoma this 18th day of
December, 1972.

FRED DAUGHERTY
United States District Judge

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

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.)
)
 JOHNNIE L. BROWN and)
 BARBARA J. BROWN,)
)
 Defendants.)

Civil Action No. 72-C-346

FILED
DEC 16 1972

JUDGMENT OF FORECLOSURE U. S. DISTRICT COURT
Clerk

THIS MATTER COMES on for consideration this 15th day
of December, 1972, the plaintiff appearing by Robert P. Santee,
Assistant United States Attorney, and the defendants, Johnnie L.
Brown and Barbara J. Brown, appearing not.

The Court being fully advised and having examined the
file herein finds that the whereabouts and residence of these
defendants cannot be ascertained; that due process of service
was made on these defendants by publication, as appears from the
Proof of Publication filed herein on December 8, 1972, and

It appearing that the said defendants have failed to
answer herein and that default has been entered by the Clerk of
this Court.

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 and that the following described real property
is located in Osage County, Oklahoma, within the Northern Judicial
District of Oklahoma:

Lot Sixteen (16), Block One (1), RUSTIC HILLS
ADDITION to Osage County, Oklahoma.

THAT the defendants, Johnnie L. Brown and Barbara J.
Brown, did, on February 18, 1971, execute and deliver to the United
States of America, acting through the Farmers Home Administration,
United States Department of Agriculture, their mortgage and mortgage

note in the sum of \$13,950.00 with 7½ per cent interest per annum, and further providing for the payment of monthly installments of principal and interest; and

The Court further finds that the defendants, Johnnie L. Brown and Barbara J. Brown, made default under the terms of the aforesaid mortgage note by reason of their failure to make monthly installments due thereon for more than 8 months last past, which default has continued and that by reason thereof the above-named defendants are now indebted to the plaintiff in the sum of \$13,941.63 as unpaid principal, with interest thereon at the rate of 7½ per cent interest per annum from August 10, 1972, until paid, plus the cost of this action accrued and accruing.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff have and recover judgment against defendants, Johnnie L. Brown and Barbara J. Brown, in rem, for the sum of \$13,941.63 with interest thereon at the rate of 7½ per cent per annum from August 10, 1972, until paid, plus the cost of this action accrued and accruing, plus any additional sums advanced or to be advanced or expended during this foreclosure action by plaintiff for taxes, insurance, abstracting, or sums for the preservation of the subject property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon the failure of said defendants to satisfy plaintiff's money judgment herein, an Order of Sale shall be issued to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell, with appraisal the 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, all of 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. SANTEE
Assistant United States Attorney

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

NATIONAL TRAILER CONVOY, INC.,)
)
 Plaintiff,)
)
 -vs-)
)
 THE INTERSTATE COMMERCE COMMISSION)
 and UNITED STATES OF AMERICA,)
)
 Defendants,)
)
 HOME TRANSPORTATION COMPANY, INC.,)
)
 Intervenor.)

Case No. 71-C-407

FILED
DEC 18 1972
Clerk
U. S. DISTRICT COURT

MEMORANDUM OPINION

Upon the Complaint filed herein by the above Plaintiff, this Three-Judge Court has for review the Orders of the Defendant Interstate Commerce Commission (ICC) granting temporary authority under 49 U.S.C. §310a to the Intervenor Home Transportation Company, Inc. (Home) to transport trailers designed to be drawn by passenger vehicles in initial movements over irregular routes from certain designated points to certain designated points. It appears that such temporary authority has been extended and is now in force by Intervenor having filed an Application for permanent authority embracing such temporary authority, which application has been partially granted by the Defendant ICC and which decision now pends on Motion for reconsideration. The parties have submitted this controversy to the Court on the pleadings and briefs waiving the presentation of any evidence and oral arguments.

The Plaintiff herein contends that this Court in reviewing such Orders of the Defendant ICC should follow the requirements of 5 U.S.C. §706 as the same has been construed by cases to establish a standard of whether (1) the Orders set forth a rational basis for their grant, (2) whether they departed from

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

BOARD OF TRUSTEES, PIPELINE)
INDUSTRY BENEFIT FUND,)
)
Plaintiff,)
)
vs.)
)
CITIES UTILITY CONSTRUCTION)
INC.)
)
Defendant.)

No. 72 - C - 399

FILED

DEC 15 1972

-, Clerk
U. S. DISTRICT COURT

ORDER OF DISMISSAL

NOW, on this 15 day of December, 1972, Plaintiff's Motion
for Dismissal coming on for consideration and counsel for Plaintiff
herein representing and stating that all issues, controversies, debts
and liabilities between the parties have been paid, settled and compromised,

IT IS THE ORDER OF THIS COURT that said action be and
the same is hereby dismissed with prejudice to the bringing of another
or future action by the Plaintiff herein.

Allen E. Barrow
District Judge

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

BOARD OF TRUSTEES, PIPELINE)
INDUSTRY BENEFIT FUND,)
)
Plaintiff,)
)
vs.)
)
UNITED WELDING, INC.)
)
)
Defendant.)

No. 72- C - 259

FILED
DEC 15 1972
Clerk
U. S. DISTRICT COURT

ORDER OF DISMISSAL

NOW, on this 15 day of December, 1972, Plaintiff's Motion for Dismissal coming on for consideration and counsel for Plaintiff herein representing and stating that all Issues, controversies, debts and liabilities between the parties have been paid, settled and compromised,

IT IS THE ORDER OF THIS COURT that said action be and the same is hereby dismissed with prejudice to the bringing of another or future action by the Plaintiff herein.

1st Allen E. Bowen
District Judge

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

JOHN LESLIE BRAUCHER, JR. and)
BILLIE BABETTE BRAUCHER,)
husband and wife,)
)
Plaintiffs,)

-vs-

JAMES T. PURNELL and CLETA)
PURNELL, husband and wife,)
)
Defendants.)

Civil Action No. 72-C-171

ORDER DISMISSING COMPLAINT AND
CROSS-COMPLAINT WITH PREJUDICE

Upon the application of the Plaintiffs and the Defendants, the Court does hereby order the Complaint, as amended, and the Cross-Complaint, as amended, dismissed, with prejudice to the bringing of a future action, each party to go hence with his costs.

Dated this 14 day of December, 1972.

15/10 *Luther Bohanon*
LUTHER BOHANON
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT
DISTRICT OF OKLAHOMA

1972

HEAT/FLUID ENGINEERING CORPORATION,) JACK C. SILVER
) U. S. DISTRICT COURT
)
)
)
) Civil Action No.
) 72-C-141
R & R ENGINEERING COMPANY, INCORPORATED,)
)
)
)
) Defendant.)

FINAL JUDGMENT

Now, on the date appearing below, the above entitled cause of action came before this Court for entry of Final Judgment, the parties appearing in person, with demand of record, and, by agreement of counsel, the Court advised, ADJUDGED and DECREES that:

1. This Court has jurisdiction of the parties and the subject matter involved in this action.
2. The plaintiff, Heat/Fluid Engineering Corporation, is the owner of the entire right, title and interest in and to United States Letters Patent No. 3,827,037.
3. United States Letters Patent No. 3,827,037 are good and valid in law.
4. The defendant, R & R Engineering Company, Incorporated, has manufactured and sold machinery which infringe the claims of Patent No. 3,827,037.
5. Counsel having appeared to the Court that the parties have stipulated to judgment, and considerable amount, there shall be no award of costs for attorneys.
6. The defendant, R & R Engineering Company, Incorporated, its agents, servants and employees, for the remainder of the term of the Letters Patent No. 3,827,037, are jointly and severally liable to the plaintiff for the amount of the damages caused by the defendant, its agents, servants and employees, for the remainder of the term of the Letters Patent No. 3,827,037, and jointly and severally liable to the plaintiff for the amount of the damages caused by the defendant, its agents, servants and employees, for the remainder of the term of the Letters Patent No. 3,827,037, and jointly and severally liable to the plaintiff for the amount of the damages caused by the defendant, its agents, servants and employees, for the remainder of the term of the Letters Patent No. 3,827,037.

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

United States of America,
Plaintiff,
vs.
100.29 Acres of Land, More or
Less, Situate in Nowata County,
State of Oklahoma, and Charles
F. Jensen, et al., and Unknown
Owners,
Defendants.

CIVIL ACTION NO. 71-C-55
Tract No. 1462M

RECEIVED
DEC 11 1972
JACK C. SILVER
U.S. DISTRICT COURT

J U D G M E N T

1.

NOW, on this 13 day of December, 1972, 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 November 28, 1972, 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 the entire estate condemned in Tract No. 1462M, as such estate and tract are described in the Complaint filed in 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 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 property described above in paragraph 2. Pursuant thereto, on March 8, 1971, the United States of America filed its Declaration of Taking of such

property, and title thereto 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 11.

7.

The Report of Commissioners filed herein on November 28, 1972, hereby is approved, 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 11.

8.

The defendants named in paragraph 11 as owners 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 estate condemned herein 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 Complaint filed herein, and such property, to the extent of the estate described in such Complaint, is condemned, and title thereto is vested in the United States of America, as of March 8, 1971, 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 on the date of taking in this case, the owners of the subject property were the defendants whose names appear below in paragraph 11, the interest owned by each is as therein shown, and the right to receive

the just compensation for the taking of such property is vested in the parties so named.

11.

It Is Further ORDERED, ADJUDGED and DECREED that the Report of Commissioners filed herein on November 28, 1972, hereby is confirmed and the sum therein fixed is adopted as the award of just compensation for the taking of the subject property, and such award is allocated among the various interests, as shown by the following schedule:

TRACT NO. 1462M

Owners:

1. Basic mineral interest:

Charles F. Jensen and
Louise Jensen ----- 1/2

Clark T. Jensen and
Mabel Jensen ----- 1/2

2. Equipment interest reserved by contract:

Estate of Guy D. White, deceased,
now owned by:

Vivian E. White (widow)
Donna Gay Fails (daughter)
Roger Drew White (son)

Award of just compensation pursuant
to Commissioners' Report ----- \$1,401.00 \$1,401.00

Allocated to:

Basic mineral
interest ---- \$501.00
Reserved equipment
interest ---- \$900.00

Deposited as estimated compensation - \$1,401.00

Disbursed to owners ----- None
Balance due to owners ----- \$1,401.00

12.

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

To: Charles F. Jensen and
Louise Jensen, jointly ----- \$250.50

Clark J. Jensen and
Mabel Jensen, jointly ----- \$250.50

Vivian E. White, Donna Gay
Fails and Roger Drew
White, jointly ----- \$900.00

/s/ Allen E. Barrow

UNITED STATES DISTRICT JUDGE

APPROVED:

/s/ Hubert A. Marlow

HUBERT A. MARLOW
Assistant United States Attorney

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

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
vs.)
)
)
ROY D. WILLIAMS and)
DONNA JANE WILLIAMS,)
)
 Defendants.)

Civil Action No. 72-C-315

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 12 day of December, 1972, the plaintiff appearing by Robert P. Santee, Assistant United States Attorney, and the defendants, Roy D. Williams and Donna Jane Williams, appearing not.

The Court being fully advised and having examined the file herein finds that due and legal process of service was made on the defendants by publication, as appears from the Proof of Publication filed herein on December 7, 1972, and

It appearing that the said defendants have failed to answer herein and that default has been entered by the Clerk of this Court.

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 and that the following described real property is located in Tulsa County, Oklahoma, within the Northern Judicial District of Oklahoma:

Lot Thirteen (13), Block Three (3), NORTHGATE THIRD 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, and

THAT the defendants, Roy D. Williams and Donna Jane Williams, did, on April 13, 1971, execute and deliver to the

Diversified Mortgage and Investment Company their mortgage and mortgage note in the sum of \$14,250.00 with 7 per cent interest per annum, and further providing for the payment of monthly installment of principal and interest; and

THAT by instrument dated May 3, 1971, Diversified Mortgage and Investment Company assigned said note and mortgage to the Federal National Mortgage Association; that by instrument dated June 23, 1971, Federal National Mortgage Association reassigned said note and mortgage to Diversified Mortgage and Investment Company; by instrument dated July 2, 1971, Diversified Mortgage and Investment Company assigned said note and mortgage to Government National Mortgage Association; by instrument dated July 20, 1971, Government National Mortgage Association assigned said note and mortgage to Diversified Mortgage and Investment Company; by instrument dated July 26, 1971, Diversified Mortgage and Investment Company assigned said note and mortgage to Federal National Mortgage Association; by instrument dated September 13, 1971, Federal National Mortgage Association assigned said note and mortgage to Diversified Mortgage and Investment Company; and on September 29, 1971, Diversified Mortgage and Investment Company assigned said note and mortgage to the Secretary of Housing and Urban Development, Washington, D. C., his successors and assigns as such.

The Court further finds that the defendants, Roy D. Williams and Donna Jane Williams, made default under the terms of the aforesaid mortgage note by reason of their failure to make monthly installments due thereon for more than 10 months last past, which default has continued and that by reason thereof the above-named defendants are now indebted to the plaintiff in the sum of \$14,979.17 as unpaid principal, with interest thereon at the rate of 7 per cent interest per annum from June 1, 1972, until paid, plus the cost of this action accrued and accruing.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED THAT the plaintiff have and recover judgment against defendants, Roy D. Williams and Donna Jane Williams, in rem, for the sum of \$14,979.17 with interest thereon at the rate of 7 per cent per annum from June 1, 1972, plus the cost of this action accrued and accruing, plus any additional sums advanced or to be advanced or expended during this foreclosure action by plaintiff for taxes, insurance, abstracting, or sums for the preservation of the subject property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon the failure of said defendants to satisfy plaintiff's money judgment herein, an Order of Sale shall be issued to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell, with appraisement the 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, all of 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. SANTEE
Assistant United States Attorney

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

UNITED STATES OF AMERICA,)
)
) Plaintiff,)
)
 vs.) Civil Action No. 72-C-273
)
 BERNARD ELTON YOUNG, DORIS JEAN)
 YOUNG, et al.,)
)
 Defendants.)

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 12 day of December, 1972, the plaintiff appearing by Robert P. Santee, Assistant United States Attorney, and the defendants, Bernard Elton Young, Doris Jean Young, Ronald E. Packard, Connie J. Packard, Murlin J. Hall, and Barbara V. Hall, appearing not.

The Court being fully advised and having examined the file herein finds that the whereabouts and residence of Barbara V. Hall and Murlin J. Hall, cannot be ascertained and these defendants were served by publication as appears from the Affidavit of Publication filed herein on December 8, 1972; that the defendants, Ronald E. Packard, Connie J. Packard, Bernard Elton Young, and Doris Jean Young, were personally served in this action as appears from the U. S. Marshal's Returns of Service herein, and

It appearing that the said defendants have failed to answer herein and that default has been entered by the Clerk of this Court.

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 and that the following described real property is located in Washington County, Oklahoma, within the Northern Judicial District of Oklahoma:

Lot Seven (7), Block Twenty-Four (24), OAK PARK VILLAGE, Section II, an Addition to the City of Bartlesville, Oklahoma, as per recorded plat of said addition on file in the office of County Clerk, Washington County, Oklahoma.

The Court further finds that the defendants, Bernard Elton Young and Doris Jean Young, did, on October 25, 1968, execute and deliver to the Administrator of Veterans Affairs, their mortgage and mortgage note in the sum of \$10,500.00 with 7 per cent interest per annum, and further providing for the payment of monthly installments of principal and interest; and

The Court further finds that the defendants, Ronald E. Packard and Connie J. Packard, have or claim some right, title, or interest in and to the premises herein being foreclosed by reason of a General Warranty Deed filed in the Washington County Mortgage Records on November 25, 1970, and that the defendants, Murlin J. Hall and Barbara V. Hall, have or claim some right, title, or interest in and to the premises herein being foreclosed by reason of a General Warranty Deed filed in the Washington County Mortgage Records on May 19, 1971.

The Court further finds that the defendants, Bernard Elton Young, Doris Jean Young, Ronald E. Packard, Connie J. Packard, Murlin J. Hall, and Barbara V. Hall, made default under the terms of the aforesaid mortgage note by reason of their failure to make monthly installments due thereon for more than 11 months last past, which default has continued and that by reason thereof the above-named defendants are now indebted to the plaintiff in the sum of \$10,248.71 as unpaid principal, with interest thereon at the rate of 7 per cent interest per annum from August 25, 1971, until paid, plus the cost of this action accrued and accruing.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff have and recover judgment against defendants, Bernard Elton Young, Doris Jean Young, Ronald E. Packard, and Connie J. Packard, and judgment, in rem, against defendants, Murlin J. Hall and Barbara V. Hall, for the sum of \$10,248.71 with interest thereon at the rate of 7 per cent per annum from August 25, 1971, plus the cost of this action accrued and accruing, plus any additional sums advanced or to be advanced or expended during this foreclosure

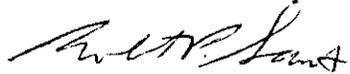
action by plaintiff for taxes, insurance, abstracting, or sums for the preservation of the subject property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon the failure of said defendants to satisfy plaintiff's money judgment herein, an Order of Sale shall be issued to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell, with appraisement the 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, all of 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. SANTEE
Assistant United States Attorney

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

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
vs.)
)
JAKE OSBORNE, JR., et al.,)
)
)
 Defendants.)

Civil Action No. 72-C-269

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 12th day of December, 1972, the plaintiff appearing by Robert P. Santee, Assistant United States Attorney, and the defendants, Jake Osborne, Jr., Elaine Osborne, Floyd Perkins, Ruby Perkins, and Third Finance Company, appearing not.

The Court being fully advised and having examined the file herein finds that personal service of summons and complaint was made on Third Finance Company on August 17, 1972, as appears from the Marshal's return of service; that the defendants, Jake Osborne, Jr., Elaine Osborne, Floyd Perkins, and Ruby Perkins, were served by publication, as evidenced by the Proof of Publication filed herein on December 7, 1972, and

It appearing that the said defendants have failed to answer herein and that default has been entered by the Clerk of this Court.

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 and that the following described real property is located in Tulsa County, Oklahoma, within the Northern Judicial District of Oklahoma:

Lot Five (5), Block Three (3), HOBBS 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, and

THAT the defendants, Jake Osborne, Jr., and Elaine Osborne, did, on May 27, 1967, execute and deliver to the Administrator of Veterans Affairs, their mortgage and mortgage note in the sum of \$9,500.00 with 6 per cent interest per annum, and further providing for the payment of monthly installments of principal and interest; and

THAT the defendants, Floyd Perkins and Ruby Perkins, have or claim some right, title, or interest in and to the premises herein being foreclosed by reason of General Warranty Deed dated September 23, 1968.

The Court further finds that the defendants, Jake Osborne, Jr., Elaine Osborne, Floyd Perkins and Ruby Perkins, made default under the terms of the aforesaid mortgage note by reason of their failure to make monthly installments due thereon for more than 8 months last past, which default has continued and that by reason thereof the above-named defendants are now indebted to the plaintiff in the sum of \$8,743.43 as unpaid principal, with interest thereon at the rate of 6 per cent interest per annum from January 1, 1972, until paid, plus the cost of this action accrued and accruing.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff have and recover judgment against defendants, Jake Osborne, Jr., Elaine Osborne, Floyd Perkins and Ruby Perkins, in rem, for the sum of \$8,743.43 with interest thereon at the rate of 6 per cent per annum from January 1, 1972, until paid, plus the cost of this action accrued and accruing, plus any additional sums advanced or to be advanced or expended during this foreclosure action by plaintiff for taxes, insurance, abstracting, or sums for the preservation of the subject property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon the failure of said defendants to satisfy plaintiff's money judgment herein, an Order of Sale shall be issued to the United

States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell, with appraisalment the 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, all of 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.

St. Allen E. Barron

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 Action No. 72-C-268
)
 EDWARD DELL CROOK and)
 WANDA DEARLENE CROOK,)
)
 Defendants.)

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 12th day of December, 1972, the plaintiff appearing by Robert P. Santee, Assistant United States Attorney, and the defendants, Edward Dell Crook and Wanda Dearlene Crook, appearing not.

The Court being fully advised and having examined the file herein finds that due and legal process of service was made on these defendants by publication, as appears from the Proof of Publication filed herein on December 7, 1972, and

It appearing that the said defendants have failed to answer herein and that default has been entered by the Clerk of this Court.

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 and that the following described real property is located in Tulsa County, Oklahoma, within the Northern Judicial District of Oklahoma:

Lot Seventeen (17), Block Three (3), SUBURBAN ACRES 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 plaintiffs complaint are true and correct, and

THAT the defendants, Edward Dell Crook and Wanda Dearlene Crook, did, on October 16, 1971, execute and deliver to the

Administrator of Veterans Affairs, their mortgage and mortgage note in the sum of \$10,250.00 with 4½ per cent interest per annum, and further providing for the payment of monthly installments of principal and interest; and

The Court further finds that the defendants, Edward Dell Crook and Wanda Dearlene Crook, made default under the terms of the aforesaid mortgage note by reason of their failure to make monthly installments due thereon for more than 10 months last past, which default has continued and that by reason thereof the above-named defendants are now indebted to the plaintiff in the sum of \$10,286.49 as unpaid principal, with interest thereon at the rate of 4½ per cent interest per annum from November 16, 1971, until paid, plus the cost of this action accrued and accruing.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff have and recover judgment against defendants, Edward Dell Crook and Wanda Dearlene Crook, in rem, for the sum of \$10,286.49 with interest thereon at the rate of 4½ per cent per annum from November 16, 1971, plus the cost of this action accrued and accruing, plus any additional sums advanced or to be advanced or expended during this foreclosure action by plaintiff for taxes, insurance, abstracting, or sums for the preservation of the subject property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon the failure of said defendants to satisfy plaintiff's money judgment herein, an Order of Sale shall be issued to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell, with appraisement the 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, all of 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 G. Barron
United States District Judge

APPROVED.



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 Action No. 72-C-309
)
 ROBERT BEN HARRIS and)
 SUE ANN HARRIS,)
)
 Defendants.)

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 8th day
of December, 1972, the plaintiff appearing by Robert P. Santee,
Assistant United States Attorney, and the defendants, Robert Ben
Harris and Sue Ann Harris, appearing not.

The Court being fully advised and having examined
the file herein finds that the whereabouts and residence of the
defendants, Robert Ben Harris and Sue Ann Harris, cannot be
ascertained; that these defendants were served by publication as
appears from the Proof of Publication filed herein on November 6,
1972, and

It appearing that the said defendants have failed
to answer herein and that default has been entered by the Clerk
of this Court.

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 and that the following described
real property is located in Tulsa County, Oklahoma, within the
Northern Judicial District of Oklahoma:

Lot Seven (7), Block Ten (10), ROLLING HILLS
THIRD ADDITION, an Addition in 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, and

THAT the defendants, Robert Ben Harris and Sue Ann Harris,
did, on January 21, 1971, execute and deliver to the Lomas & Nettleton

Company their mortgage and mortgage note in the sum of \$16,950.00 with 8 per cent interest per annum, and further providing for the payment of monthly installments of principal and interest; and

THAT by instrument dated June 1, 1971, Lomas & Nettleton Company assigned said note and mortgage to Bay State Savings Bank, and by instrument dated June 18, 1971, Bay State Savings Bank assigned said note and mortgage to the Secretary of Housing and Urban Development, Washington, D. C., his successors and assigns as such.

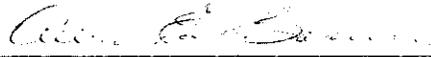
The Court further finds that the defendants, Robert Ben Harris and Sue Ann Harris, made default under the terms of the aforesaid mortgage note by reason of their failure to make monthly installments due thereon for more than 10 months last past, which default has continued and that by reason thereof the above-named defendants are now indebted to the plaintiff in the sum of \$18,381.14 as unpaid principal, with interest thereon at the rate of 8 per cent interest per annum from May 1, 1972, until paid, plus the cost of this action accrued and accruing.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff have and recover judgment against defendants, Robert Ben Harris and Sue Ann Harris, ^{in rem,} for the sum of \$18,381.14 with interest thereon at the rate of 8 per cent per annum from May 1, 1972, plus the cost of this action accrued and accruing, plus any additional sums advanced or to be advanced or expended during this foreclosure action by plaintiff for taxes, insurance, abstracting, or sums for the preservation of the subject property.

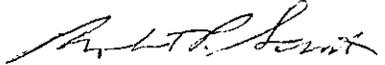
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon the failure of said defendants to satisfy plaintiff's money judgment herein, an Order of Sale shall be issued to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell, with appraisement the real property

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, all of 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. SANTEE
Assistant United States Attorney

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

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.) Civil Action No. 72-C-310
)
 LESLIE J. KANGAS and)
 CHERRY KANGAS,)
)
 Defendants.)

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 8th day
of December, 1972, the plaintiff appearing by Robert P. Santee,
Assistant United States Attorney, and the defendants, Leslie J.
Kangas and Cherry Kangas, appearing not.

The Court being fully advised and having examined
the file herein finds that the whereabouts and residence of the
defendants, Leslie J. Kangas and Cherry Kangas, cannot be ascertained;
that these defendants were served by publication, as appears from
the Proof of Publication filed herein on November 30, 1972, and

It appearing that the said defendants have failed
to answer herein and that default has been entered by the Clerk
of this Court.

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 and that the following described real property
is located in Tulsa County, Oklahoma, within the Northern Judicial
District of Oklahoma:

Lot Two (2), Block One (1), CHEROKEE VILLAGE,
an Addition to Tulsa County, Oklahoma, accord-
ing to the recorded plat thereof.

THAT the defendants, Leslie J. Kangas and Cherry Kangas,
did, on the 30th day of October, 1970, execute and deliver to
the Midland Mortgage Company their mortgage and mortgage note in
the sum of \$17,250.00 with 8½ per cent interest per annum, and further
providing for the payment of monthly installments of principal and
interest; and

By instrument dated October 30, 1970, Midland Mortgage Company assigned said Note and Mortgage to the Federal National Mortgage Association; by instrument dated January 14, 1971, Federal National Mortgage Company reassigned the Note and Mortgage to the Midland Mortgage Company; by instrument dated November 12, 1970, Midland Mortgage Company assigned said Note and Mortgage to Columbia Savings and Loan Association; and by instrument dated August 2, 1971, Columbia Savings and Loan Association assigned said Note and Mortgage to the Secretary of Housing and Urban Development, Washington, D. C., his successors and assigns, and

The Court further finds that the defendants, Leslie J. Kangas and Cherry Kangas, made default under the terms of the aforesaid mortgage note by reason of their failure to make monthly installments due thereon for more than 12 months last past, which default has continued and that by reason thereof the above-named defendants are now indebted to the plaintiff in the sum of \$18,323.04 as unpaid principal, with interest thereon at the rate of 8½ per cent interest per annum from June 1, 1972, until paid, plus the cost of this action accrued and accruing.

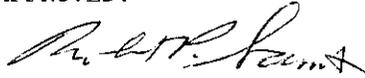
IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff have and recover judgment against defendants, Leslie J. Kangas and Cherry Kangas, ^{in rem,} for the sum of \$18,323.04 with interest thereon at the rate of 8½ per cent per annum from June 1, 1972, plus the cost of this action accrued and accruing, plus any additional sums advanced or to be advanced or expended during this foreclosure action by plaintiff for taxes, insurance, abstracting, or sums for the preservation of the subject property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon the failure of said defendants to satisfy plaintiff's money judgment herein, an Order of Sale shall be issued to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell, with appraisement the 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, all of 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. SANTEE
Assistant United States Attorney

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

12 1972
Civil Action No. 72-C-317

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.)
)
 LARRY ABNER THOMAS and)
 LaVERA THOMAS,)
)
 Defendants.)

Civil Action No. 72-C-317

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 12⁷² day
of December, 1972, the plaintiff appearing by Robert P.
Santee, Assistant United States Attorney, and the defendants,
Larry Abner Thomas and LaVera Thomas, appearing not.

The Court being fully advised and having examined
the file herein finds that the whereabouts and residence of the
defendants, Larry Abner Thomas and LaVera Thomas, cannot be
ascertained; that service of summons was made on these defendants
by publication as appears from the Proof of Publication filed
herein on December 7, 1972, and

It appearing that the said defendants have failed
to answer herein and that default has been entered by the
Clerk of this Court.

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 and that the following
described real property is located in Tulsa County, Oklahoma,
within the Northern Judicial District of Oklahoma:

Lot Twenty-Three (23), Block Five (5), NORTHGATE
THIRD 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, and

THAT the defendants, Larry Abner Thomas and LaVera
Thomas, did, on or about 1971, execute and deliver to

Diversified Mortgage and Investment Company their mortgage and mortgage note in the sum of \$14,250.00 with 8½ per cent interest per annum, and further providing for the payment of monthly installments of principal and interest; and

THAT by instrument dated February 15, 1971, Diversified Mortgage and Investment Company assigned said note and mortgage to Federal National Mortgage Association; that by instrument dated February 15, 1971, Federal National Mortgage Association reassigned said note and mortgage to Diversified Mortgage and Investment Company; by instrument dated April 12, 1971, Diversified Mortgage and Investment Company assigned said note and mortgage to the Home Federal Savings and Loan Association of Tulsa, which Association, on September 15, 1971, assigned said note and mortgage to the Secretary of Housing and Urban Development, Washington, D. C., his successors and assigns as such.

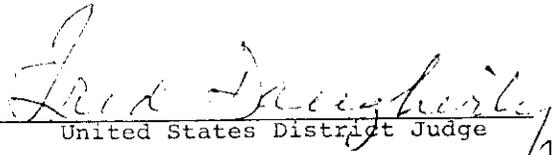
The Court further finds that the defendants, Larry Abner Thomas and LaVera Thomas, made default under the terms of the aforesaid mortgage note by reason of their failure to make monthly installments due thereon for more than 10 months last past, which default has continued and that by reason thereof the above-named defendants are now indebted to the plaintiff in the sum of \$14,980.04 as unpaid principal, with interest thereon at the rate of 8½ per cent interest per annum from May 1, 1972, until paid, plus the cost of this action accrued and accruing.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff have and recover judgment against defendants, Larry Abner Thomas and LaVera Thomas, in rem, for the sum of \$14,980.04 with interest thereon at the rate of 8½ per cent per annum from May 1, 1972, plus the cost of this action accrued and accruing, plus any additional sums advanced or to be advanced or expended

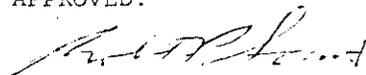
bring this foreclosure action by plaintiff for taxes, insurance, abstracting, or sums for the preservation of the subject property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon the failure of said defendants to satisfy plaintiff's money judgment herein, an Order of Sale shall be issued to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell, with appraisement the 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, all of 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. SANTEE
Assistant United States Attorney

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA *Robt. P. Santee*

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.) Civil Action No. 72-C-316
)
 DAVID EDWARD McMORRIS and)
 PATRICIA McMORRIS,)
)
 Defendants.)

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 8th day of December, 1972, the plaintiff appearing by Robert P. Santee, Assistant United States Attorney, and the defendants, David Edward McMorris and Patricia McMorris, appearing not.

The Court being fully advised and having examined the file herein finds that the whereabouts and residence of the defendants, David Edward McMorris and Patricia McMorris, cannot be ascertained; that service of summons on these defendants was made by publication as appears from the Proof of Publication filed herein on December 6, 1972, and

It appearing that the said defendants have failed to answer herein and that default has been entered by the Clerk of this Court.

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 and that the following described real property is located in Tulsa County, Oklahoma, within the Northern Judicial District of Oklahoma:

Lot Ten (10), Block Six (6), NORTHGATE THIRD ADDITION to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

The Court further finds that the defendants, David Edward McMorris and Patricia McMorris, did, on March 15, 1971, execute

and deliver to Diversified Mortgage and Investment Company their mortgage and mortgage note in the sum of \$14,400.00 with 8½ per cent interest per annum, and further providing for the payment of monthly installments of principal and interest; and

That by instrument dated March 15, 1971, Diversified Mortgage and Investment Company assigned said note and mortgage to the Federal National Mortgage Association; by instrument dated April 7, 1971, Federal National Mortgage Association reassigned said note and mortgage to Diversified Mortgage and Investment Company; by instrument dated April 12, 1971, Diversified Mortgage and Investment Company assigned said note and mortgage to Home Federal Savings and Loan Association of Tulsa; and by instrument dated August 12, 1971, Home Federal Savings and Loan Association assigned said note and mortgage to the Secretary of Housing and Urban Development, Washington, D. C., his successors and assigns.

The Court further finds that the defendants, David Edward McMorris and Patricia McMorris, made default under the terms of the aforesaid mortgage note by reason of their failure to make monthly installments due thereon for more than 10 months last past, which default has continued and that by reason thereof the above-named defendants are now indebted to the plaintiff in the sum of \$15,344.88 as unpaid principal, with interest thereon at the rate of 8½ per cent interest per annum from May 1, 1972, until paid, plus the cost of this action accrued and accruing.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff have and recover judgment against defendants, David Edward McMorris and Patricia McMorris, in rem, for the sum of \$15,344.88 with interest thereon at the rate of 8½ per cent per annum from May 1, 1972, plus the cost of this action accrued and accruing, plus any additional sums advanced or to be advanced or expended during this foreclosure action by plaintiff for taxes, insurance, abstracting, or sums for the preservation of the subject property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon the failure of said defendants to satisfy plaintiff's money judgment herein, an Order of Sale shall be issued to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell, with appraisal the 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, all of 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.

Luther Robinson

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 Action No. 72-C-301
)
 LLOYD WILLIAM PURCELL and)
 JANACE SUE PURCELL,)
)
 Defendants.)

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 8th day of December, 1972, the plaintiff appearing by Robert P. Santee, Assistant United States Attorney, and the defendants, Lloyd William Purcell and Janace Sue Purcell, appearing not.

The Court being fully advised and having examined the file herein finds that the whereabouts and residence of the defendants, Lloyd William Purcell and Janace Sue Purcell, cannot be ascertained; that service of summons on these defendants was made by publication as appears from the Affidavit of Publication filed herein on December 6, 1972, and

It appearing that the said defendants have failed to answer herein and that default has been entered by the Clerk of this Court.

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 and that the following described real property is located in Washington County, Oklahoma, within the Northern Judicial District of Oklahoma:

Lot Nine (9), Block Forty-Five (45), OAK PARK VILLAGE, Section IV, Bartlesville, Washington County, Oklahoma.

THAT the defendants, Lloyd William Purcell and Janace Sue Purcell, did, on April 1, 1971, execute and deliver to

the Glenn Justice Mortgage Company, Inc., their mortgage and mortgage note in the sum of \$17,600.00 with 7 per cent interest per annum, and further providing for the payment of monthly installments of principal and interest; and

That by instrument dated June 21, 1971, Glenn Justice Mortgage Company, Inc., assigned said note and mortgage to the Federal Home Loan Mortgage Corporation; and

That by instrument dated September 16, 1971, Federal Home Loan Mortgage Corporation assigned said note and mortgage to the Secretary of Housing and Urban Development, Washington, D. C., his successors and assigns as such.

The Court further finds that the defendants, Lloyd William Purcell and Janace Sue Purcell, made default under the terms of the aforesaid mortgage note by reason of their failure to make monthly installments due thereon for more than 10 months last past, which default has continued and that by reason thereof the above-named defendants are now indebted to the plaintiff in the sum of \$18,945.73 as unpaid principal, with interest thereon at the rate of 7 per cent interest per annum from July 1, 1972, until paid, plus the cost of this action accrued and accruing.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff have and recover judgment against defendants, Lloyd William Purcell and Janace Sue Purcell, in rem, for the sum of \$18,945.73 with interest thereon at the rate of 7 per cent per annum from July 1, 1972, plus the cost of this action accrued and accruing, plus any additional sums advanced or to be advanced or expended during this foreclosure action by plaintiff for taxes, insurance, abstracting, or sums for the preservation of the subject property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon the failure of said defendants to satisfy plaintiff's money judgment herein, an Order of Sale shall be issued to the United

States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell, with appraisement the 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, all of 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.

Luther Bohanon

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 Action No. 72-C-266
)
ANDREW HARRIS, JR., a/k/a)
ANDREW B. HARRIS, et al.,)
)
 Defendants.)

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 8th day of December, 1972, the plaintiff appearing by Robert P. Santee, Assistant United States Attorney, and the defendants, Andrew Harris, Jr., a/k/a Andrew B. Harris, Olivia Ellen Harris, Tulsa District Court Clerk, Finance System of Tulsa, Inc., Carl E. Baker, and Palestine Harris, appearing not.

The Court being fully advised and having examined the file herein finds that the whereabouts and residence of the defendants, Andrew Harris, Jr., a/k/a Andrew B. Harris, Olivia Ellen Harris, Finance System of Tulsa, Inc., Carl E. Baker, and Palestine Harris, cannot be ascertained; that service was made on these defendants by publication, as appears from the Proof of Publication filed herein on December 1, 1972; that personal service was made on the Tulsa District Court Clerk on August 10, 1972, as evidenced by the Marshal's return of service; and

It appearing that the said defendants have failed to answer herein and that default has been entered by the Clerk of this Court.

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 and that the following described real property is located in Tulsa County, Oklahoma, within the Northern Judicial District of Oklahoma:

Lot Two (2), Block Ten (10), VALLEY VIEW ACRES
ADDITION to the City of Tulsa, County of Tulsa,
State of Oklahoma, according to the recorded
plat thereof.

THAT the defendants, Andrew Harris, Jr., and Olivia Ellen Harris, did, on the 13th day of August, 1971, execute and deliver to the Administrator of Veterans Affairs, his successors and assigns as such, their mortgage and mortgage note in the sum of \$10,300.00 with 4½ per cent interest per annum, and further providing for the payment of monthly installments of principal and interest; and

The Court further finds that the defendants, Andrew Harris, Jr., and Olivia Ellen Harris, made default under the terms of the aforesaid mortgage note by reason of their failure to make monthly installments due thereon for more than 7 months last past, which default has continued and that by reason thereof the above-named defendants are now indebted to the plaintiff in the sum of \$12,284.43 as unpaid principal, with interest thereon at the rate of 4½ per cent interest per annum from November 13, 1971, until paid, plus the cost of this action accrued and accruing.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff have and recover judgment against defendants, Andrew Harris, Jr., and Olivia Ellen Harris, for the sum of \$12,284.43 with interest thereon at the rate of 4½ per cent per annum from November 13, 1971, plus the cost of this action accrued and accruing, plus any additional sums advanced or to be advanced or expended during this foreclosure action by plaintiff for taxes, insurance, abstracting, or sums for the preservation of the subject property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon the failure of said defendants to satisfy plaintiff's money judgment herein, an Order of Sale shall be issued to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell, with appraisement the 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, all of 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.

Luther Robinson

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

CHARLES F. PORCHE,)
)
 Petitioner,)
)
 vs.) 72-C-240)
)
 THE STATE OF OKLAHOMA and)
 PARK J. ANDERSON, Warden,)
 OKLAHOMA STATE PENITENTIARY,)
 McALESTER, OKLAHOMA,)
)
 Respondent.)

ORDER

FILED

DEC 11 1972

Jack C. Anderson
U. S. DISTRICT COURT

THE COURT, having examined the files and records of this proceeding, together with the transcript of the record in Case No. 20,990 in the District Court in and for Tulsa County, State of Oklahoma at the time of appearance for plea and sentencing, and the Second Report of the United States Magistrate concerning the same, and being fully advised in the premises, FINDS:

1. The plea of guilty by petitioner was made voluntarily with understanding of the nature of the charge and the consequences of the plea.
2. That the petitioner, as shown by the record, waived his right to appeal.
3. The files and records conclusively show that petitioner was properly represented by counsel at the time of plea and sentencing.
4. The remaining contentions of petitioner afford him no basis for relief and such allegations do not give rise to any constitutional issue.
5. The files and records conclusively show that the petitioner is not entitled to the relief prayed for, and therefore no evidentiary hearing is required.

IT IS, THEREFORE, ORDERED:

1. That petitioner's motion pursuant to § 2254, Title 28, U.S.C. is denied.

2. That a copy of this Order be mailed by the Acting Clerk of this Court to the petitioner, together with a copy of the Second Report of the United States Magistrate.

3. That the Acting Clerk of this Court furnish to respondent a copy of this Order, together with a copy of the Second Report of the United States Magistrate, by mailing same to the Attorney General of the State of Oklahoma, State Capitol Building, Oklahoma City, Oklahoma.

Dated this 8th day of December, 1972.


CHIEF JUDGE, UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA.

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

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.) Civil Action No. 71-C-251
)
 JAMES S. BESSON and MELVONNIE)
 GAIL BESSON, husband & wife,)
)
 Defendants.)

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 6th day of December, 1972, the plaintiff appearing by Robert P. Santee, Assistant United States Attorney, and the defendants, James S. Besson and Melvonnie Gail Besson, appearing not.

The Court being fully advised and having examined the file herein finds that Legal service by publication was made upon the defendants, James S. Besson and Melvonnie Gail Besson, as appears by Proof of Publication filed herein on November 15, 1971, requiring them to answer the Complaint filed herein not more than twenty (20) days after date of last publication, 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 and that the following described real property is located in Tulsa County, Oklahoma, within the Northern Judicial District of Oklahoma:

Lot Twenty (20), Block Five (5), ROLLING HILLS
THIRD ADDITION, an Addition in Tulsa County,
State of Oklahoma, according to the recorded plat
thereof.

THAT the defendants, James S. Besson and Melvonnie Gail Besson, did, on July 13, 1970, execute and deliver to Lomas & Nettleton West, Inc., their mortgage and mortgage note in the sum of \$16,650.00 with 8½ per cent interest per annum, and further

providing for the payment of monthly installments of principal and interest; and

That subsequent thereto, said mortgage note and mortgage were assigned by Lomas and Nettleton West, Inc., to the Lomas & Nettleton Company and thereafter Lomas & Nettleton Company assigned said mortgage note and mortgage to the Federal National Mortgage Association; and

That subsequent thereto, Federal National Mortgage Association sold, transferred, set over and delivered said mortgage note and mortgage to the Secretary of Housing and Urban Development, Washington, D. C., his successors and assigns as such.

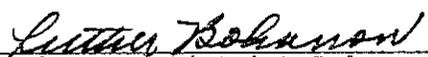
The Court further finds that the defendants, James S. Besson and Melvonnie Gail Besson, made default under the terms of the aforesaid mortgage note by reason of their failure to make monthly installments due thereon for more than 9 months last past, which default has continued and that by reason thereof the above-named defendants are now indebted to the plaintiff in the sum of \$17,872.91 as unpaid principal, with interest thereon at the rate of 8½ per cent interest per annum from June 1, 1971, until paid, plus the cost of this action accrued and accruing.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff have and recover judgment against defendants, James S. Besson and Melvonnie Gail Besson, in rem, for the sum of \$17,872.91 with interest thereon at the rate of 8½ per cent per annum from June 1, 1971, plus the cost of this action accrued and accruing, plus any additional sums advanced or to be advanced or expended during this foreclosure action by plaintiff for taxes, insurance, abstracting, or sums for the preservation of the subject property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon the failure of said defendants to satisfy plaintiff's money judgment herein, an Order of Sale shall be issued to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell, with appraisal the 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, all of 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. SANTEE
Assistant United States Attorney

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

DEBORAH TROXELL SHIBLEY,)
)
 Plaintiff,)

- vs-)

JOHN DOE, an alias, and)
MICHAEL P. SHIBLEY,)
)
 Defendants.)

and)

STATE FARM MUTUAL AUTOMOBILE)
INSURANCE COMPANY, a foreign)
insurance corporation,)

Garnishee.)

Case No. 72-C-422

FILED

DEC 11 1972

Clerk
U. S. DISTRICT COURT

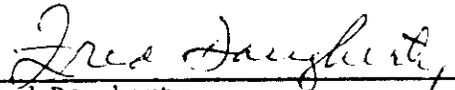
ORDER TO REMAND

Plaintiff by Motion seeks remand of her garnishment action against State Farm Mutual Automobile Insurance Company which was initiated in the District Court of Creek County, Oklahoma by issuance of a garnishment summons after entry of judgment by default against the Defendants in the State Court and removed to this Court by the Insurance Company, Garnishee. Plaintiff asserts that the garnishment summons was quashed by the State Court on November 8, 1972 and therefore at the date of said removal by the Garnishee on November 14, 1972, there was nothing to remove. Garnishee in its Response to the Motion under consideration does not dispute this assertion and the Court therefore takes the same to be true.

Inasmuch as the proceeding which Garnishee seeks to remove did not exist in contemplation of law on the date of removal, Plaintiff's Motion to Remand is well taken and the same is granted. The Clerk of this Court will take immediate steps to

effect remand of this case to the District Court of Creek County from which it was improvidently removed.

It is so ordered this 1TH day of December, 1972.



Fred Daugherty
United States District Judge

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

COLEEN E. DEN ADEL, Widow of)
WAYNE E. DEN ADEL, Deceased,)
Plaintiff,)

vs.)

AMOCO PRODUCTION COMPANY, formerly)
PAN AMERICAN PETROLEUM CORPORATION,)
a foreign corporation,)
Defendant.)

NO. 72-C-261

FILED
DEC 11 1972
Jack C. Shaw, Clerk
U. S. DISTRICT COURT

ORDER OF DISMISSAL

ON this 8th day of December, 1972, 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 Complaint and all causes of action of the plaintiff filed herein against the defendant be and the same hereby is dismissed with prejudice to any future action.

Luther Bohannon
JUDGE, DISTRICT COURT OF THE UNITED STATES, NORTHERN DISTRICT OF OKLAHOMA

APPROVAL:

DIX, PATRICK, RATCLIFFE & ADAMSON,

By: [Signature]
Attorneys for the Plaintiff,

CARL H. KING, and ALFRED B. KNIGHT,

By: [Signature]
Attorneys for the Defendant.

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

COLEMAN LOTT,)
)
 Petitioner,)
)
 v.) 72-C-191
)
 STATE OF OKLAHOMA,)
)
 Respondent.)

ORDER

FILED
DEC 8 1972

Clerk
U. S. DISTRICT COURT

THE COURT HAS EXAMINED the files and records in this proceeding. It is a prerequisite for the petitioner to allege that he has exhausted his post-conviction remedies in the state post-conviction procedure act. Bratt v. Crouse, 346 F.2d 146 (CA 10, 1965). Although specifically directed by this court in its order of July 17, 1972, to enumerate the proceedings which he had filed pursuant to the provisions of the Oklahoma Post-Conviction Procedure Act, (22 O.S.A. §§ 1080-1088), he failed to do so. The Attorney General of the State of Oklahoma has advised the court in the Response filed herein that he has searched all the pleadings which concern the petitioner, and that he has never availed himself of his remedies under the Oklahoma Post-Conviction Procedure Act. Absent a showing of unavailability or ineffectiveness of state procedures, a state prisoner is required to afford state courts the opportunity to consider and resolve claims of constitutional infirmity before raising these claims in federal court. 28 U.S.C. § 2254, and Hoggatt v. Page, 432 F.2d 41 (CA 10, 1970). Therefore, it appears and the court finds that petitioner has not exhausted the remedies available to him in the courts of Oklahoma, and that he has failed to show that circumstances exist rendering such state process inadequate and ineffective.

ACCORDINGLY, THE PETITIONER'S REQUEST for the appointment of counsel is denied by the court in its discretion, and it is hereby ordered that the Petition for Writ of Habeas Corpus be dismissed.

Dated this 6th day of December, 1972.

Luther Bohannon
UNITED STATES DISTRICT JUDGE

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

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
 vs.) Civil Action No. 72-C-318
)
 RAYMOND O. KIRBY, et al.,)
)
 Defendants.)

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this Five day
of December, 1972, the plaintiff appearing by Robert P. Santee,
Assistant United States Attorney, and the defendants, Raymond O.
Kirby, Margie Kirby, and American Loan and Brokerage, Inc.,
appearing not.

The Court being fully advised and having examined
the file herein finds that the whereabouts and residence of these
defendants cannot be ascertained; that service was made on these
defendants by publication, as appears from the Proof of Publication
filed herein on November 6, 1972; and

It appearing that the said defendants have failed
to answer herein and that default has been entered by the Clerk
of this Court.

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 and that the following described
real property is located in Tulsa County, Oklahoma, within the
Northern Judicial District of Oklahoma:

Lot Fifteen (15), Block Six (6), NORTHGATE
THIRD ADDITION to the City of Tulsa, Tulsa
County, Oklahoma, according to the recorded
plat thereof.

The Court further finds that the defendants, Raymond O.
Kirby and Margie Kirby, did, on September 3, 1971, execute and

deliver to the Diversified Mortgage and Investment Company their mortgage and mortgage note in the sum of \$15,00.00 with 7 per cent interest per annum, and further providing for the payment of monthly installments of principal and interest; and

That by instrument dated September 24, 1971, Diversified Mortgage and Investment Company assigned said note and mortgage to the Federal National Mortgage Association, which Association assigned said note and mortgage to the Secretary of Housing and Urban Development, Washington, D. C., his successors and assigns as such.

The Court further finds that the defendants, Raymond O. Kirby and Margie Kirby, made default under the terms of the aforesaid mortgage note by reason of their failure to make monthly installments due thereon for more than 10 months last past, which default has continued and that by reason thereof the above-named defendants are now indebted to the plaintiff in the sum of \$14,962.68 as unpaid principal, with interest thereon at the rate of 7 per cent interest per annum from January 1, 1972, until paid, plus the cost of this action accrued and accruing.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff have and recover judgment against defendants, Raymond O. Kirby and Margie Kirby, in rem, for the sum of \$14,962.68 with interest thereon at the rate of 7 per cent per annum from January 1, 1972, plus the cost of this action accrued and accruing plus any additional sums advanced or to be advanced or expended during this foreclosure action by plaintiff for taxes, insurance, abstracting, or sums for the preservation of the subject property.

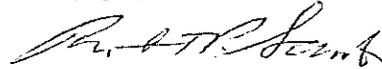
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon the failure of said defendants to satisfy plaintiff's money judgment herein, an Order of Sale shall be issued to the United States Marshal for the Northern District of Oklahoma, commanding

him to advertise and sell, with appraisement the 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, all of 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.


Allen G. Burrow
United States District Judge

APPROVED.



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.)
)
)
JERRY L. YOUNG and HELENA J.)
YOUNG,)
)
 Defendants.)

Civil Action No. 72-C-308

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 5th day of December, 1972, the plaintiff appearing by Robert P. Santee, Assistant United States Attorney, and the defendants, Jerry L. Young and Helena J. Young, appearing not.

The Court being fully advised and having examined the file herein finds that after diligent effort the whereabouts and residence of the defendants, Jerry L. Young and Helena J. Young, cannot be ascertained; that these defendants were served by publication as appears from the Proof of Publication filed herein on November 6, 1972, and

It appearing that the said defendants have failed to answer herein and that default has been entered by the Clerk of this Court.

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 and that the following described real property is located in Tulsa County, Oklahoma, within the Northern Judicial District of Oklahoma:

Lot Eleven (11), Block Nine (9), SOUTHERN MEMORIAL ACRES EXTENDED, an Addition to the City of Bixby, Tulsa County, Oklahoma, according to the recorded plat thereof.

THAT the defendants, Jerry L. Young and Helena J. Young, did, on September 16, 1970, execute and deliver to the Mercury Mortgage Company, Inc., their mortgage and mortgage note in

the sum of \$20,800.00 with 8½ per cent interest per annum, and further providing for the payment of monthly installments of principal and interest; and

That by instrument dated September 29, 1970, Mercury Mortgage Company, Inc., assigned said note and mortgage to the Federal National Mortgage Association, which Association, by instrument dated September 23, 1971, assigned said note and mortgage to the Secretary of Housing and Urban Development, Washington, D. C., his successors and assigns as such.

The Court further finds that the defendants, Jerry L. Young and Helena J. Young, made default under the terms of the aforesaid mortgage note by reason of their failure to make monthly installments due thereon for more than 12 months last past, which default has continued and that by reason thereof the above-named defendants are now indebted to the plaintiff in the sum of \$22,226.57 as unpaid principal, with interest thereon at the rate of 8½ per cent interest per annum from June 1, 1972, until paid, plus the cost of this action accrued and accruing.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff have and recover judgment against defendants, Jerry L. Young and Helena J. Young, in rem, for the sum of \$22,226.57 with interest thereon at the rate of 8½ per cent per annum from June 1, 1972, plus the cost of this action accrued and accruing, plus any additional sums advanced or to be advanced or expended during this foreclosure action by plaintiff for taxes, insurance, abstracting, or sums for the preservation of the subject property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon the failure of said defendants to satisfy plaintiff's money judgment herein, an Order of Sale shall be issued to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell, with appraisement the 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, all of 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.

Allen E. Bennett
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 Action No. 72-C-305
)
 HORACE WALKER, JR., NANCY)
 WALKER, et al.,)
)
 Defendants.)

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 5th day
of December, 1972, the plaintiff appearing by Robert P. Santee,
Assistant United States Attorney, and the defendants, Horace
Walker, Jr., Nancy Walker, and Forbes Rentals, appearing not.

The Court being fully advised and having examined
the file herein finds that the whereabouts and residence of the
defendants, Horace Walker, Jr., Nancy Walker, and Forbes Rentals,
cannot be ascertained; that service of summons was made by publication
on these defendants, as appears from the Proof of Publication filed
herein on November 6, 1972, and

It appearing that the said defendants have failed
to answer herein and that default has been entered by the Clerk
of this Court.

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 and that the following described
real property is located in Tulsa County, Oklahoma, within the
Northern Judicial District of Oklahoma:

Lot Ten (10), Block Six (6), VILLAGE SQUARE
SECOND, an Addition to the City of Broken
Arrow, Tulsa County, State of Oklahoma, accord-
ing to the recorded plat thereof.

The Court further finds that the defendants, Horace
Walker, Jr., and Nancy Walker, did, on February 19, 1971, execute

and deliver to the Lomas and Nettleton Company their mortgage and mortgage note in the sum of \$16,250.00 with 8½ per cent interest per annum, and further providing for the payment of monthly installments of principal and interest; and

That by instrument dated June 8, 1971, the Lomas and Nettleton Company assigned said note and mortgage to the Secretary of Housing and Urban Development, Washington, D. C., his successors and assigns as such.

The Court further finds that the defendants, Horace Walker, Jr., and Nancy Walker, made default under the terms of the aforesaid mortgage note by reason of their failure to make monthly installments due thereon for more than 12 months last past, which default has continued and that by reason thereof the above-named defendants are now indebted to the plaintiff in the sum of \$17,934.87 as unpaid principal, with interest thereon at the rate of 8½ per cent interest per annum from May 1, 1972, until paid, plus the cost of this action accrued and accruing.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff have and recover judgment against defendants, Horace Walker, Jr., and Nancy Walker, ^{in rem,} ~~for~~ the sum of \$17,934.87 with interest thereon at the rate of 8½ per cent per annum from May 1, 1972, plus the cost of this action accrued and accruing, plus any additional sums advanced or to be advanced or expended during this foreclosure action by plaintiff for taxes, insurance, abstracting, or sums for the preservation of the subject property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon the failure of said defendants to satisfy plaintiff's money judgment herein, an Order of Sale shall be issued to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell, with appraisal the 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, all of 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. SANTEE
Assistant United States Attorney

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

UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
vs.) Civil Action No. 72-C-303
)
JAMES EDWARD WADE, et al.,)
)
)
Defendants.)

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 17th day
of December, 1972, the plaintiff appearing by Robert P. Santee,
Assistant United States Attorney, and the defendants, James
Edward Wade and Stephanie S. Wade, appearing not.

The Court being fully advised and having examined
the file herein finds that the whereabouts and residence of
these defendants cannot be ascertained; that these defendants
were served by publication, as appears from the Proof of Publica-
tion filed herein on November 30, 1972; and

It appearing that the said defendants have failed
to answer herein and that default has been entered by the Clerk
of this Court.

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 and that the following described
real property is located in Tulsa County, Oklahoma, within the
Northern Judicial District of Oklahoma:

Lot Twenty-Three (23), Block Four (4),
ROLLING HILLS THIRD ADDITION, an Addition
in Tulsa County, State of Oklahoma, accord-
ing to the recorded plat thereof.

THAT the defendants, James Edward Wade and Stephanie
S. Wade, did, on the 16th day of April, 1971, execute and deliver
to the Lomas & Nettleton Company, their mortgage and mortgage

note in the sum of \$17,250.00 with 7 per cent interest per annum, and further providing for the payment of monthly installments of principal and interest; and

That by instrument dated September 13, 1971, Lomas & Nettleton Company assigned said note and mortgage to the Secretary of Housing and Urban Development, Washington, D. C., his successors and assigns as such.

The Court further finds that the defendants, James Edward Wade and Stephanie S. Wade, made default under the terms of the aforesaid mortgage note by reason of their failure to make monthly installments due thereon for more than 12 months last past, which default has continued and that by reason thereof the above-named defendants are now indebted to the plaintiff in the sum of \$18,393.19 as unpaid principal, with interest thereon at the rate of 7 per cent interest per annum from June 1, 1972, until paid, plus the cost of this action accrued and accruing.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff have and recover judgment against defendants, James Edward Wade and Stephanie S. Wade, in rem, for the sum of \$18,393.19 with interest thereon at the rate of 7 per cent per annum from June 1, 1972, plus the cost of this action accrued and accruing, plus any additional sums advanced or to be advanced or expended during this foreclosure action by plaintiff for taxes, insurance, abstracting, or sums for the preservation of the subject property.

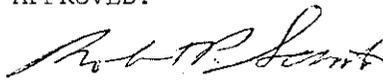
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon the failure of said defendants to satisfy plaintiff's money judgment herein, an Order of Sale shall be issued to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell, with appraisalment the real property 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, all of 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. SANTEE
Assistant United States Attorney

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

W. FRANKLIN GREGORY and)
CCC, INC., a corporation,)
)
Plaintiffs,)
)
vs.)
)
WIENER, GOLDWATER, GALATZ &)
RAGGIO, LTD., and LOUIS)
WIENER, JR., individually,)
)
Defendants.)

72-C-198

FILED
DEC 8 1972
Clerk
U. S. DISTRICT COURT

ORDER

After reviewing the file and record in this cause, the
recommendations of the Magistrate are hereby approved, and

IT IS, THEREFORE, ORDERED that the Defendants' Motion to
Dismiss be and the same is hereby overruled and that Defendants'
Motion for Change of Venue under 1404(a) be and the same is
hereby sustained and this action transferred as prayed in said
Motion, to the U.S. District Court for the District of Nevada, Las
Vegas, Nevada.

The Clerk of the Court shall forward by mail a copy of
this Order to each of the attorneys for the above named plaintiffs
and defendants.

Dated this 5th day of December, 1972.

[Signature]
CHIEF JUDGE, UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

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

GLADYS McNEW and MECIA MARSH,)
)
 Plaintiffs,)
)
 vs.)
)
 HOME INSURANCE COMPANY,)
)
 Defendant.)

NO. C-72-80

FILED
1972
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ORDER OF DISMISSAL

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The above matter coming on to be heard this ^{Consideration} 8th day of ^{December} November, 1972, upon written application of the parties for a dismissal of the cause of action of Mecia Marsh, the Court having examined said application finds that said parties have entered into a compromise settlement covering all claims of Mecia Marsh and have requested the Court to dismiss said action with prejudice to any future action, and the Court being fully advised in the premises, finds that said action should be dismissed pursuant to said application.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that this settlement be approved and the cause of action of Mecia Marsh filed herein against the defendant be and the same hereby is dismissed with prejudice to any future action.

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

APPROVALS:

JOSEPH WM. SEGERS, JR.
DAVIS, REED & RAY,

By: *Joseph Wm. Segers*
Attorneys for the Plaintiff,

ALFRED B. KNIGHT,

Alfred B. Knight
Attorney for the Defendant.

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

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.) Civil Action No. 72-C-264
)
)
 LLOYD E. FRIGGLE, et al.,)
)
 Defendants.)

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 4th day
of December, 1972, the plaintiff appearing by
Robert P. Santee, Assistant United States Attorney, and the
defendants, Lloyd E. Friggle, Elizabeth A. Friggle, Richard
Henry Trent, Mildred Ann Trent, Richard Lloyd Taylor aka Richard
L. Taylor, Nina Taylor, City Finance Company of Fourth Street, Inc.,
Oklahoma Tire and Supply Co., a division of McCrory Corporation,
Dorman Stiles dba Dorman Home Supplies, and Looboyle, Inc.,
appearing not.

The Court being fully advised and having examined
the file herein finds that after diligent effort the whereabouts
and residence of the defendants, Lloyd E. Friggle, Elizabeth
A. Friggle, Richard Lloyd Taylor a/k/a Richard L. Taylor, and
Nina Taylor, cannot be ascertained; that these defendants were
served by publication as appears from the Proof of Publication
filed herein on November 14, 1972; that Oklahoma Tire & Supply
Company, a division of McCrory Corporation, filed its Disclaimer
of Interest on August 14, 1972; that by letter dated August 29,
1972, City Finance Company disclaimed any interest in said property;
that Looboyle, Inc., was personally served on August 10, 1972, as
indicated by the Marshal's return of service, and

It appearing that the said defendants have failed
to answer herein and that default has been entered by the
Clerk of this Court.

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 and that the following described real property is located in Tulsa County, Oklahoma, within the Northern Judicial District of Oklahoma:

Lot One (1), in Block Six (6), SUBURBAN ACRES THIRD ADDITION to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

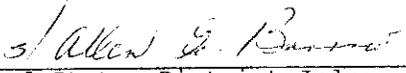
THAT the defendants, Lloyd E. Friggle and Elizabeth A. Friggle, did, on February 25, 1964, execute and deliver to the Administrator of Veterans Affairs, their mortgage and mortgage note in the sum of \$9,850.00 with 5½ per cent interest per annum, and further providing for the payment of monthly installments of principal and interest; and

The Court further finds that the defendants, Lloyd E. Friggle and Elizabeth A. Friggle, made default under the terms of the aforesaid mortgage note by reason of their failure to make monthly installments due thereon for more than 12 months last past, which default has continued and that by reason thereof the above-named defendants are now indebted to the plaintiff in the sum of \$8,886.44 as unpaid principal, with interest thereon at the rate of 5½ per cent interest per annum from October 1, 1971, until paid, plus the cost of this action accrued and accruing.

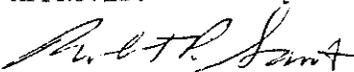
IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff have and recover judgment against defendants, Lloyd E. Friggle and Elizabeth A. Friggle, in rem, for the sum of \$8,886.44 with interest thereon at the rate of 5½ per cent per annum from October 1, 1971, plus the cost of this action accrued and accruing, plus any additional sums advanced or to be advanced or expended during this foreclosure action by plaintiff for taxes, insurance, abstracting, or sums for the preservation of the subject property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon the failure of said defendants to satisfy plaintiff's money judgment herein, an Order of Sale shall be issued to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell, with appraisement the 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, all of 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.


Allen G. Bennett
United States District Judge

APPROVED.



ROBERT P. SANTEE
Assistant United States Attorney

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

ALEPH INVESTMENT CO., INC.,)
a corporation,)

Plaintiff,)

vs.)

Civil Action No. 72-C-124

GIANT ENTERPRISES, INC.,)
a corporation; LEWIS R. SLEETH,)
and CARL F. CHILDRESS,)

Defendants.)

ORDER OF DISMISSAL

NOW on this 6th day of December, 1972, it
appearing to the Court from the stipulation of the parties heretofore filed
herein that all of the issues in this case have been settled and compromised
by the parties and that the parties have agreed that this action may be
dismissed both as to the causes of action of the plaintiff against the several
defendants and as to the counter-claim of the corporate defendant against
the plaintiff.

IT IS, THEREFORE, BY THE COURT ORDERED that this
case be, and the same is hereby, dismissed with prejudice.

William E. Brown
JUDGE OF THE DISTRICT COURT

APPROVED AS TO FORM:

[Signature]
Attorney for Plaintiff

[Signature]
Attorney for Defendants

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

GLAZIERS, GLASS WORKERS AND
BEVELERS LOCAL UNION NO. 1433
of TULSA, OKLAHOMA AND VICINITY,

Plaintiff,

-vs-

ROCK BROS. GLASS, INC.,

Defendant.

NO. 72 C 172

FILED

JOURNAL ENTRY OF JUDGMENT

Clerk
U. S. DISTRICT COURT

This matter comes on for hearing this 30th day of November, 1972, upon Plaintiff's Motion for Default Judgment, filed October 17, 1972, wherein Plaintiff appeared in person through its business representative, ALVA E. HOLLINGSWORTH, and by its attorney, GENE DAUBERT, and wherein Defendant appeared not.

Upon hearing the sworn testimony of the Plaintiff in this matter, the Court finds the following:

I

This action arises and jurisdiction is conferred upon this Court by virtue of the Labor-Management Relations Act, 1947, 29 U.S.C., S. 185, and this action involves an actual controversy between the parties, Plaintiff and Defendant.

II

Plaintiff is a labor organization representing employees in industry affecting commerce as defined in the LMRA, 29 U.S.C., SS. 142(3) and (3) and 152(5) and within the meaning of 29 U.S.C., S. 185.

III

Plaintiff maintains its principal offices within the territorial jurisdiction of this Court.

IV

Defendant is a corporation organized and existing under the

SAM HARRIS
W. C. PENDEGRASS, II
TULSA, OKLAHOMA
310 SOUTH MAIN ST.
TULSA, OKLAHOMA 74103
TELEPHONE (918) 742-2337

laws of the State of Oklahoma and has its principal office and place of business located within the territorial jurisdiction of this Court. Defendant is an employer in an industry affecting commerce as defined in the LMRA, 29 U.S.C., SS. 142(1) and (3) and 152(2), and within the meaning of 29 U.S.C., S. 185.

V

On September 7, 1969, Plaintiff and Defendant entered into a Collective Bargaining Agreement, which is set forth in Plaintiff's Exhibit "A" and which is now in full force and effect. Said agreement provides a procedure for the presentation, adjustment and settlement of grievances with a decision of the Joint Conference Committee and/or Arbitrator being final and binding on both parties.

VI

On January 17, 1972, the Construction Industry Stabilization Committee approved an economic adjustment of Forty-four Cents (44¢) effective on September 7, 1971, increasing the rate per hour to SIX and .185/100 (\$6.185) DOLLARS.

VII

On February 14, 1972, Plaintiff filed a grievance with the Joint Conference Committee against Defendant and, subsequently, notice was sent to all Joint Conference Committee Members and the Defendant.

VIII

On February 16, 1972, the Joint Conference Committee reached a decision concerning the heretofore mentioned grievance, wherein a final and binding decision of the Joint Conference Committee was rendered, deciding that the wage increase approved by the Construction Industry Stabilization Committee is part of the working agreement between Plaintiff and Defendant.

IX

Plaintiff requested and/or demanded the Defendant follow the contract provisions and findings of the Construction Industry Stabilization Committee and the Joint Conference Committee.

IT IS THEREFORE ORDERED that Defendant meet with the Plaintiff within thirty (30) days of the date of this Order, with all books, records and documents necessary to establish the straight time and overtime hours of the Union employees working for Defendant during the time in question.

IT IS FURTHER ORDERED that Plaintiff be and is hereby awarded its costs sustained in this action and

IT IS FURTHER ORDERED that Defendant has, without justification refused to abide by the award of the Arbitrator as set forth hereinabove, and Plaintiff's attorney, GENE DAUBERT, is hereby awarded a reasonable attorney's fee of SIX HUNDRED (\$600.00) DOLLARS.

Dated December 6, 1972

Fred Daugherty

Fred Daugherty, Judge
United States District Court for
the Northern District of Oklahoma

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

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
 vs.)
)
 LANE M. LEARD and ANITA SUE)
 LEARD,)
 Defendants.)

Civil Action No. 72-C-83

FILED

DEC 5 1972

JUDGMENT OF FORECLOSURE

U. S. DISTRICT COURT

THIS MATTER COMES on for consideration this 4th day
of December, 1972, the plaintiff appearing by Robert P.
Santee, Assistant United States Attorney, and the defendants,
Lane M. Leard and Anita Sue Leard, appearing not.

The Court being fully advised and having examined the
file herein finds that personal service of the Complaint and
Summons and Amended Complaint and Summons were made on Anita Sue
Leard on March 3, 1972, and June 12, 1972, respectively; that
service by publication was made upon the defendant, Lane M. Leard,
as appears from the Affidavit of Publication filed herein on
November 22, 1972, requiring them to answer the Complaint and
Amended Complaint filed herein not more than twenty (20) days
after date of service and/or publication, and

It appearing that the said defendants have failed to answer
herein and that default has been entered by the Clerk of this Court.

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 and that the following described real property
is located in Washington County, Oklahoma, within the Northern
Judicial District of Oklahoma:

The Northwest quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) and the North seventy (70) feet of the North half (N $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) in Section 29, Township 26 North, Range 14 East, less two tracts described as follows: Beginning at the Southwest corner of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 29, Township 26 North, Range 14 East., I.M., thence North along the West line thereof, 35 feet; thence East, parallel to the South line of said NW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ 210 feet; thence South 105 feet; thence West 210 feet to a point on the West line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 29, thence North along said West line 70 feet to the point of beginning, and the North 440 feet of the West 420 feet of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 29, Township 26 North, Range 14 East., I.M.

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

THAT the defendants, Lane M. Leard and Anita Sue Leard, did, on August 27, 1970, execute and deliver to the First National Bank of Dewey, Oklahoma, their promissory note in the principal amount of \$30,000.00 with interest thereon at the rate of 5 $\frac{1}{2}$ per cent per annum on 82 per cent of said principal sum and 8 per cent per annum on 18 per cent of said principal sum, and said Note was duly endorsed to the Small Business Administration on March 4, 1971, and that to secure payment of said Note, the defendants executed and delivered to the First National Bank of Dewey, Oklahoma, two real estate mortgages on the above-described property, which mortgages were also assigned to the Small Business Administration on March 4, 1971.

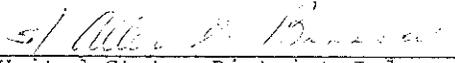
It further appears that the defendants, Lane M. Leard and Anita Sue Leard, made default under the terms of the aforesaid Note and Mortgages by their failure to make any payments thereon, which default has continued and that by reason thereof the defendants are now indebted to the plaintiff in the sum of \$30,000.00 plus interest at the rate of 5 $\frac{1}{2}$ per cent per annum on 82 per cent of said principal sum and 8 per cent per annum on 18 per cent of said principal sum from August 27, 1970, until paid, plus any additional sums expended

during this foreclosure action by plaintiff for taxes, abstracting and cost of this action accrued and accruing.

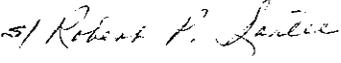
IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED THAT the plaintiff, United States of America, have and recover judgment in rem against the defendants, Lane M. Leard and Anita Sue Leard, for the sum of \$30,000.00 with interest thereon at the rate of 5½ per cent per annum on 82 per cent of said sum and 8 per cent per annum on 18 per cent of said sum from August 27, 1970, until paid, plus any additional sums expended during this foreclosure action by plaintiff for taxes, abstracting and cost of this action accrued and accruing.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon the failure of said defendants to satisfy plaintiff's money judgment herein, an Order of Sale shall be issued to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell, with appraisement the 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, all of the defendants and each of them and all persons claiming under them since the filing of the complaint and Amended 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. SANTEE
Assistant United States Attorney

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

DARLENE MILLER MARTIN,

Plaintiff,

vs.

UNITED STATES OF AMERICA and
DISTRICT DIRECTOR OF INTERNAL
REVENUE SERVICE,

Defendants.)

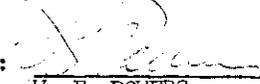
CIVIL ACTION NO. 72-C-287

STIPULATION OF DISMISSAL

IT IS HEREBY STIPULATED AND AGREED THAT the above entitled
action be dismissed with prejudice, each party to bear its own costs.

DATED this 30th day of November, 1972.

DYER, POWERS & MARSH

By: 

W. F. POWERS

Attorney for Plaintiff

UNITED STATES OF AMERICA



NATHAN G. GRAHAM

United States Attorney

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

KOLOR PRINT, INC.,)	
a corporation,)	
)	
Plaintiff,)	
)	
vs.)	No. 72-C-356
)	
SUN PHOTO COLOR, INC.,)	
a corporation,)	
)	
Defendant.)	

JUDGMENT BY DEFAULT

The Summons and the Complaint in the above entitled action having been duly served on the defendant, and the defendant is in default for failure to appear in this action, and the plaintiff has filed a Motion for Default Judgment and an affidavit of the amount due; It is

ORDERED that judgment be entered in favor of the plaintiff above named, and against the defendant above named, in the sum of Twenty-three Thousand Dollars (\$23,000.00), with interest thereon at the legal rate, attorney's fees in the amount of \$3,000.00, together with costs of this action.

DATED at Tulsa, Oklahoma, this ^{4th} ~~1st~~ day of December, 1972.

BY THE COURT:

[Signature]
United States District Judge

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

YUBA HEAT TRANSFER DIVISION
OF YUBA INDUSTRIES, INC., a
corporation,

Plaintiff,

SHOPMEN'S LOCAL UNION NO. 620,
OF THE INTERNATIONAL ASSOCIATION OF
BRIDGE, STRUCTURAL AND ORNAMENTAL
IRON WORKERS,

Defendant.

No. 72-C-241

FILED
DEC 4 1972
Clerk
U. S. DISTRICT COURT

ORDER ALLOWING DISMISSAL WITHOUT PREJUDICE
AND AUTHORIZING DISBURSEMENT OF CASH BOND

Now on this 4th day of December, 1972, this matter came before the undersigned Judge of the United States District Court for the Northern District of Oklahoma, and it appearing to the Court that Plaintiff's Motion for leave to dismiss the above entitled action without prejudice, filed herein on the 7th day of November, 1972, should be sustained; and it further appearing to the Court that Plaintiff has heretofore filed an undertaking for temporary restraining order in the penal sum of One Thousand Dollars (\$1,000.00) and that Plaintiff has paid said penal sum into Court on the 21st day of July, 1972.

IT IS THEREFORE ORDERED that the complaint filed herein by the Plaintiff be dismissed without prejudice to the bringing of another action concerning any of the matters involved therein; it is further ordered that the aforementioned undertaking for temporary restraining order be and the same is hereby released and the Clerk of this Court is hereby authorized and

ordered to return to the Plaintiff the sum of One Thousand Dollars (\$1,000.00),
which Plaintiff has heretofore paid into Court as the penal sum of said under-
writing.

DATED this 4 day of December, 1972.

Arthur Bohannon
United States District Judge

APPROVED AS TO FORM:

Thomas F. Birmingham
Thomas F. Birmingham,
Attorney for Defendant

Carl D. Hall, Jr.
Carl D. Hall, Jr.
Attorney for Plaintiff

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

UNITED PETROLEUM CORPORATION,)
An Oklahoma Corporation,)
)
Plaintiff,)
)
vs.) No. 72-C-361
)
HEMPHILL CORPORATION,)
A Corporation; and)
UNITED STATES FIDELITY &)
GUARANTY COMPANY, A)
Corporation,)
)
Defendants.)

No. 72-C-361

FILED
NOV 29 1972
U. S. DISTRICT COURT

ORDER FOR DISMISSAL

NOW, on this 29th day of November, 1972, the Applica-
tion of the Plaintiff for Dismissal came to the attention of this
Court, it having been shown to the Court that all of the issues
have been compromised and settled between the parties.

IT IS THEREFORE ORDERED that this action should be and
the same dismissed.

Luther Bohannon

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