

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

**FILED**

**JUL 31 1974**

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

JACQUELINE AVERY ZINK, )  
Executor of the Estate of )  
JOHN STEELE ZINK, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
UNITED STATES OF AMERICA, )  
 )  
Defendant. )

CIVIL NO. 73-C-317

ORDER OF DISMISSAL

The plaintiff and defendant herein having filed a  
Stipulation for Dismissal,

IT IS HEREBY ORDERED that the above entitled <sup>cause</sup> action <sup>and</sup>  
*Complaint* be dismissed with prejudice, with each party to bear its own  
costs.

Dated this 31 day of July, 1974.

*Allen E. Basson*  
United States District Judge

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

UNITED STATES OF AMERICA,

Petitioner,

vs.

LINDA LOU JENNINGS,

Patient.

FILED  
IN OPEN COURT

JUL 31 1974

Jack C. Silver  
Clerk, U. S. District Court

Civil No. 74-C-32

ORDER OF DISMISSAL

On this date, it appearing from reports received by this Court that the Surgeon General requests termination of this proceeding due to the patient's request for transfer to Aftercare, and the Court being advised from said request that said Aftercare program has been arranged and is to commence July 31, 1974, in Grapevine, Texas, and that this proceeding should be terminated.

IT IS THEREFORE ORDERED that this case is terminated.

Allen E. Barrow  
UNITED STATES DISTRICT JUDGE

**United States District Court**

FOR THE

NORTHERN DISTRICT OF OKLAHOMA

CIVIL ACTION FILE NO. 73-C-181

JAMES B. SMITH,

Plaintiff

vs.

JUDGMENT

MISSOURI-KANSAS-TEXAS RAILROAD COMPANY,  
a foreign corporation,

Defendant.

This action came on for trial before the Court and a jury, Honorable Fred Daugherty  
, United States District Judge, presiding, and the issues having been duly tried and  
the jury having duly rendered its verdict, in favor of the Defendant.

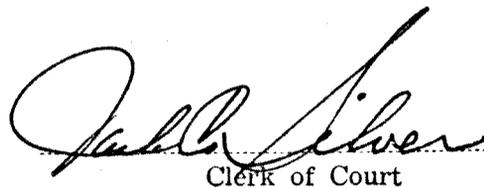
It is Ordered and Adjudged that the plaintiff take nothing of the  
defendant, Missouri-Kansas-Texas Railroad Company, a foreign  
corporation.

**E I L E D**

JUL 25 1974

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

Dated at Tulsa, Oklahoma, this 25th day  
of July, 1974.

  
Clerk of Court

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

MOBILE POWER ENTERPRISES, INC.,  
an Oklahoma Corporation, et al,

Plaintiff,

vs.

POWER VAC, INC., A Foreign Corpora-  
tion and ANILAS, INC., a Foreign  
Corporation,

Defendants.

No. 72-C-411

Consolidated

---

EUGENE ASHLEY GAITERS,

Plaintiff,

vs.

POWER VAC, INC., a Foreign Corpora-  
tion and ANILAS, INC., a Foreign  
Corporation,

Defendants.

No. 72-C-412

FILED  
IN OPEN COURT

JUL 25 1974

O R D E R

JACK C. SILVER, CLERK  
U. S. DISTRICT COURT

At Tulsa, Oklahoma, on this 25th day of July, 1974,  
the Mandate of the Court of Appeals for the Tenth Circuit having  
been duly entered herein, it is ORDERED that the portions of the  
Order of Dismissal With Prejudice of July 9, 1973, and the Order  
allowing fees of July 19, 1973, be and they are hereby vacated  
insofar as they relate to the payment of attorney fees for the  
benefit of counsel for Anilas, Inc. Said Order is to remain in  
full force and effect otherwise.

*Luther Bohanon*  
\_\_\_\_\_  
Luther Bohanon  
UNITED STATES DISTRICT JUDGE

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

**FILED**

JUL 25 1974

ROBERT J. STANTON, Trustee of )  
Tulsa Crude Oil Purchasing Company )  
and its Consolidated Subsidiaries, )  
Plaintiff, )  
vs. )  
TEXPATA PIPELINE COMPANY, )  
Defendant. )

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

No. 74 - C - 112

REQUEST FOR DISMISSAL WITH PREJUDICE

COMES NOW Robert J. Stanton, Trustee of Tulsa Crude Oil Purchasing Company and its Consolidated Subsidiaries, and requests this Court to enter an Order allowing plaintiff to dismiss with prejudice the cause of action and the complaint for the reason that plaintiff and defendant have entered into a settlement whereby the defendant has agreed to pay the claim sued upon in the amount of \$9,485.88, each party to bear its own costs.

ROBERT J. STANTON, Trustee - Plaintiff

By James O. Ellison  
James O. Ellison, His Attorney  
914 World Building  
Tulsa, Oklahoma 74103

ORDER OF DISMISSAL

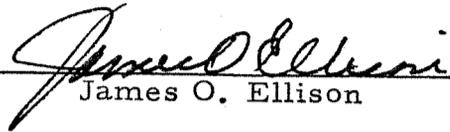
Before the Honorable Allen E. Barrow, Chief Judge of the United States District Court for the Northern District of Oklahoma, this matter was presented to the Court this 25 day of July, 1974, upon the Request for Dismissal with Prejudice, and the Court thereupon dismissed the above entitled cause of action and complaint with prejudice, each party to bear its own cost.

Allen E. Barrow

ALLEN E. BARROW, Chief Judge  
United States District Court  
Northern District of Oklahoma

CERTIFICATE OF MAILING

A true and correct copy of the above and foregoing was deposited in the United States mails at Tulsa, Oklahoma, on the 25 day of July, 1974, with adequate postage prepaid thereon, addressed to Mr. Lance Stockwell, Boesche, McDermott & Eskridge, 1300 National Bank of Tulsa Building, Tulsa, Oklahoma 74103, attorneys for defendant.

  
James O. Ellison

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

UNITED STATES OF AMERICA, )  
 )  
Plaintiff, ) CIVIL ACTION NO. 74-C-40  
 )  
vs. )  
 )  
DOYLE REYNOLDS, et al., )  
 )  
Defendants.)

FILED

JUL 25 1974

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

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 25<sup>th</sup> day of July, 1974, the plaintiff appearing by Robert P. Santee, Assistant United States Attorney for the Northern District of Oklahoma; the defendants, County Treasurer and Board of County Commissioners, Tulsa County, Oklahoma, appearing by their attorney, Gary J. Summerfield, Assistant District Attorney, District No. 14, Tulsa County, Oklahoma, and the defendants, Doyle Reynolds, Bernice C. Reynolds, and Janet Reynolds, appearing not.

The Court being fully advised and having examined the file herein finds that due and legal process of service was made on defendants, County Treasurer and the Board of County Commissioners, Tulsa County, Oklahoma, on January 23, 1974, as evidenced by the Marshal's Returns of Service herein and that said defendants filed their Answers herein on February 11, 1974; that after diligent effort, the whereabouts and residence of the defendants, Doyle Reynolds, Bernice C. Reynolds, and Janet Reynolds, cannot be ascertained; that they are not residents of the Northern Judicial District of Oklahoma or the State of Oklahoma; that Doyle Reynolds, Bernice C. Reynolds, and Janet Reynolds were served by publication as appears from the Proof of Publication filed herein; that the time within which these defendants may answer or otherwise move as to the Complaint has expired; that these defendants have not answered or otherwise moved, and that the time for these defendants to answer or otherwise move has not been extended and 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 Eight (8), Block Fourteen (14), SOUTHERN MEMORIAL ACRES EXTENDED, an Addition to the City of Bixby, Tulsa County, State of Oklahoma, according to the recorded plat thereof.

THAT the defendants, Doyle Reynolds and Bernice C. Reynolds, did, on the 3rd day of March, 1972, execute and deliver to Mercury Mortgage Company, Inc., their mortgage and mortgage note in the sum of \$21,000.00 with 7 percent interest per annum, and further providing for the payment of monthly installments of principal and interest.

That by Assignment of Mortgage dated March 9, 1972, Mercury Mortgage Company, Inc., assigned said Note and Mortgage to the East Boston Savings Bank; that by Reassignment of Mortgage dated March 20, 1972, East Boston Savings Bank reassigned said Note and Mortgage to Mercury Mortgage Company, Inc.; that by Assignment of Mortgage dated March 23, 1972, Mercury Mortgage Company, Inc., assigned said Note and Mortgage to the North New York Savings Bank; that by Reassignment of Mortgage dated July 3, 1972, North New York Savings Bank reassigned said Note and Mortgage to Mercury Mortgage Company, Inc., and that by Assignment of Mortgage dated July 31, 1972, Mercury Mortgage Company 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, Doyle Reynolds and Bernice C. Reynolds, 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 \$21,000.00 as unpaid principal, with interest thereon at the rate of 7 percent interest per annum from March 1, 1973, until paid, plus any additional sums

advanced or expended during this foreclosure action by plaintiff for taxes, insurance, abstracting or sums for the preservation of subject property, and the cost of this action accrued and accruing.

The Court further finds that there is due and owing to the County of Tulsa, State of Oklahoma, from Doyle Reynolds and Bernice C. Reynolds, the sum of \$625.24 for 1972 and 1973 real estate taxes, plus costs, and that Tulsa County, State of Oklahoma, should have judgment for said amount and that such judgment is superior to the first mortgage lien of the plaintiff herein.

The Court further finds that the defendant, Janet Reynolds, has or claims some right, title or interest in and to the premises herein being foreclosed by reason of a Journal Entry After Hearing filed in the District Court Within and For Tulsa County, Oklahoma on November 18, 1964, being styled Janet Reynolds vs. Doyle Reynolds, No. US-2310, which Journal Entry After Hearing arose from a Petition initiated in the Superior Court, Santa Clara County, California, for the support and maintenance of his two minor children in the amount of \$50.00 per month, and that Janet Reynolds should have judgment for said amount, but that such judgment is subject to and inferior to the first mortgage lien of the Plaintiff herein.

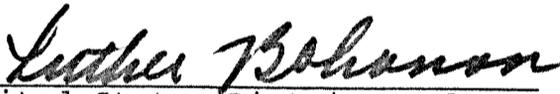
IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff have and recover judgment against defendants, Doyle Reynolds and Bernice C. Reynolds, in rem, for the sum of \$21,000.00 as unpaid principal with interest thereon at the rate of 7 percent per annum from March 1, 1973, until paid, plus the cost of this action accrued and accruing, plus any additional sums 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 the County of Tulsa, Oklahoma, have and recover judgment against the defendants, Doyle Reynolds and Bernice C. Reynolds, in rem, for the sum of \$625.24 for 1972 and 1973 real estate taxes, plus costs as of the date of this judgment plus interest thereafter according to law, and that such judgment is superior to the first mortgage lien of the plaintiff herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED THAT Janet Reynolds have and recover judgment against Doyle Reynolds, in rem, in the sum of \$50.00 per month from November 18, 1964, for support and maintenance of his two minor children but that such judgment be subject to and inferior to the first mortgage lien of the plaintiff herein.

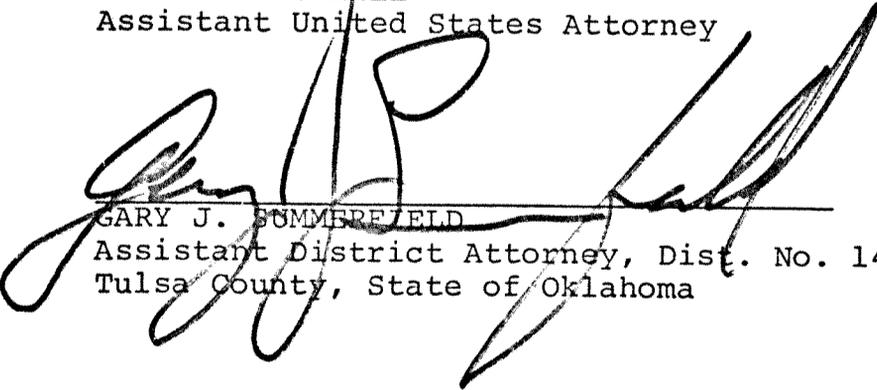
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon the failure of said defendants, Doyle Reynolds and Bernice C. Reynolds, to satisfy plaintiff's money judgment herein, an Order of Sale shall be issued to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise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

  
GARY J. SUMMERSFIELD  
Assistant District Attorney, Dist. No. 14,  
Tulsa County, State of Oklahoma

GM:ph  
6-26-74

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

MID-CONTINENT, INC., a corporation,

Plaintiff,

vs.

JOE T. BRISCOE and BRISCOE TRUCKING  
COMPANY, INC., a corporation,

Defendants.

Civil Action

No. 73-C-307

**FILED**

JUL 25 1974

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

J U D G M E N T

NOW, on this 25 day of June, 1974, there came on for

trial before the undersigned United States District Judge, the above styled and numbered matter; plaintiff appeared by its attorneys, Ungerman, Grabel & Ungerman; the defendant, Joe T. Briscoe, appeared by his attorney, George Owens; and the defendant, Briscoe Trucking Company, Inc., a corporation, appeared by and through its duly appointed Receiver, J. Barry Epperson and his attorney, Lawrence Chambers. Thereupon, the Court found that the defendant had been duly served with summons in the form and manner prescribed by statute and that the Court had jurisdiction in the premises.

THEREUPON, the parties having waived trial by jury, this cause proceeded to trial. The Court, after hearing evidence presented, found that the allegations of the Complaint of the plaintiff are true; that heretofore and on the 9th day of May, 1973, the defendants, Joe T. Briscoe and Briscoe Trucking Company, Inc., a corporation, did make, execute and deliver to the order of the plaintiff herein on the 9th day of May, 1973, a certain promissory note whereby said defendants agreed to pay to the plaintiff the sum of \$34,926.32 with interest at 6% per annum and attorneys' fees. That the defendants after making one payment for which credit has been given, failed, refused and neglected to make any additional payments on the note as the same became due and that there is now owing to this plaintiff on its First Cause of Action the sum of \$32,172.79, with interest thereon at the rate of 6% per annum from the 25th day of June, 1973, until paid, attorney's fees of \$3,217.28, and costs. That the defendants are indebted on plaintiff's Second Cause of Action in the sum of \$30,494.45 arising from an account incurred by Briscoe Trucking Company, Inc., and guaranteed in writing by Joe T. Briscoe on the 30th day of January, 1973, together with interest at the rate of 10% per annum from the 17th day of

LAW OFFICES  
UNGERMAN,  
GRABEL &  
UNGERMAN  
  
SIXTH FLOOR  
WRIGHT BUILDING  
TULSA, OKLAHOMA

August, 1973, until paid, attorney's fees of \$7,500.00 and all costs of this action, or a total judgment against the defendants, and each of them, in the amount of \$62,667.24, with interest on the sum of \$32,172.79 at the rate of 6% per annum from the 25th day of June, 1973, until paid, and interest on the sum of \$30,494.45 at the rate of 10% per annum from the 17th day of August, 1973, until paid, together with the total attorney's fees in the sum of \$10,717.28, together with all costs of this action.

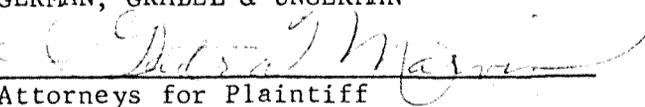
IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED BY THE COURT that the plaintiff have and is hereby granted a judgment against the defendants on the plaintiff's First Cause of Action in the principal sum of \$32,172.79, with interest thereon at the rate of 6% per annum from the 25th day of June, 1973, until paid, attorney's fees of \$3,217.28, and costs; and a judgment on plaintiff's Second Cause of Action against the defendants in the principal sum of \$30,494.45, together with interest at the rate of 10% per annum from the 17th day of August, 1973, until paid, attorney's fees of \$7,500.00, and all costs of this action, for a total judgment of \$62,667.24, with interest on the sum of \$32,172.79 at the rate of 6% per annum from the 25th day of June, 1973, until paid, and interest on the sum of \$30,494.45 at the rate of 10% per annum from the 17th day of August, 1973, until paid, together with the total attorney's fees in the sum of \$10,717.28, together with all costs of this action.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED BY THE COURT that the promissory note sued upon in plaintiff's First Cause of Action is hereby ordered surrendered, merged and canceled in this Judgment.

  
\_\_\_\_\_  
U. S. DISTRICT JUDGE

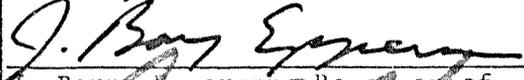
APPROVED AS TO FORM:

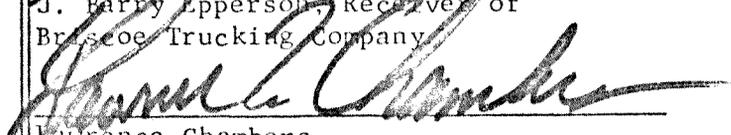
UNGERMAN, GRABEL & UNGERMAN

By   
\_\_\_\_\_  
Attorneys for Plaintiff

  
\_\_\_\_\_  
George Owens

Attorney for the defendant Joe T. Briscoe

  
\_\_\_\_\_  
J. Barry Epperson, Receiver of  
Briscoe Trucking Company

  
\_\_\_\_\_  
Lawrence Chambers  
Attorney for the Receiver

FILED

JUL 25 1974

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

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

WILLIAM J. CUNNINGHAM,  
Plaintiff

VS.

WILLIAMS BROTHERS OVERSEAS  
COMPANY, LTD., AND COMMERCIAL  
INSURANCE COMPANY OF NEWARK,  
NEW JERSEY,  
Defendants

§  
§  
§  
§  
§  
§  
§  
§  
§

NO. 74-C-250

ORDER

Now, on this 25<sup>th</sup> day of July, 1974, there came on for consideration before the undersigned Judge of the United States District Court for the Northern District of Oklahoma, stipulation of the parties hereto of dismissal, parties hereto having advised the Court that all disputes between the parties have been settled.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the above-styled cause be and the same is hereby dismissed with prejudice to the right of the Plaintiff to bring any further action arising from said cause of action.

LUTHER BOHANON

UNITED STATES DISTRICT JUDGE

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

LYMAN P. ST. CLAIR,

Plaintiff,

vs.

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY,  
a foreign corporation, and LYNN B. HURT,

Defendants.

)  
)  
)  
)  
) NO. C-73-68  
)  
)  
) FILED  
) JUL 24 1974

ORDER

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

Now, on this 24th day of July, 1974, this matter comes on for consideration before the Court upon plaintiff's application to dismiss with prejudice said suit, as said cause of action has been fully settled between the parties.

Upon consideration thereof, IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED by the Court that the above styled and numbered cause of action be and the same is hereby dismissed with prejudice to further action.



\_\_\_\_\_  
J U D G E

FILED

JUL 24 1974

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

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

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	CIVIL ACTION NO. 74-C-43
	)	
vs.	)	
	)	
BILL E. MABRAY a/k/a BILL	)	
EUGENE MABRAY, et al.,	)	
	)	
Defendants.)	)	

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 24<sup>th</sup> day of July, 1974, the plaintiff appearing by Robert P. Santee, Assistant United States Attorney for the Northern District of Oklahoma, and the defendants, Bill E. Mabray a/k/a Bill Eugene Mabray, Dorothy J. Mabray, John W. Hughes, and Lou Ann Hughes, 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, Bill E. Mabray a/k/a Bill Eugene Mabray and Dorothy J. Mabray, on February 11, 1974, as appears from the Marshal's Returns of Service herein; that after diligent effort, the United States Marshal for the Northern District of Oklahoma was unable to locate the defendants, John W. Hughes and Lou Ann Hughes, within the Northern Judicial District of Oklahoma, and that due and legal process of service was made on these defendants by publication, as appears from the Proof of Publication filed herein on June 14, 1974, 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 Twelve (12), Block Sixteen (16), NORTHRIDGE, an Addition in Tulsa County, Oklahoma, according to the recorded plat thereof.

THAT the defendants, Bill E. Mabray and Dorothy J. Mabray, did, on the 27th day of January, 1964, execute and deliver to the Administrator of Veterans Affairs, their mortgage and mortgage note in the sum of \$9,300.00 with 5 1/4 percent interest per annum, and further providing for the payment of monthly installments of principal and interest.

The Court further finds that the defendants, John W. Hughes and Lou Ann Hughes, were the grantees in a General Warranty Deed from defendants, Bill E. Mabray and Dorothy J. Mabray, dated December 28, 1972, and filed in Book 4050, Page 62, of the Mortgage Records of Tulsa County, Oklahoma, wherein John W. Hughes and Lou Ann Hughes assumed and agreed to pay the mortgage indebtedness being sued upon herein.

The Court further finds that the defendants, Bill E. Mabray and Dorothy J. Mabray, John W. Hughes and Lou Ann Hughes, 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 \$7,815.03 as unpaid principal, with interest thereon at the rate of 5 1/4 percent interest per annum from February 1, 1973, until paid, plus the cost of this action accrued and accruing, and any additional sums advanced or expended during this foreclosure action by Plaintiff for taxes, insurance, abstracting or sums for the preservation of the subject property.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff have and recover judgment against defendants, Bill E. Mabray a/k/a Bill Eugene Mabray and Dorothy J. Mabray, in personam, and John W. Hughes and Lou Ann Hughes, in rem, for the sum of \$7,815.03 with interest thereon at the rate of 5 1/4 percent per annum from February 1, 1973, until paid, plus the cost of this action accrued and accruing, plus any additional

sums 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

FILED

JUL 24 1974

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

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

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	CIVIL ACTION NO. 74-C-23 ✓
	)	
vs.	)	
	)	
KENNETH R. SELLERS, et al.,	)	
	)	
Defendants.)	)	

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 24<sup>th</sup> day of July, 1974, the plaintiff appearing by Robert P. Santee, Assistant United States Attorney for the Northern District of Oklahoma; the defendants, County Treasurer, Tulsa County, Oklahoma, and Board of County Commissioners, Tulsa County, Oklahoma, appearing by their attorney, Gary J. Summerfield, Assistant District Attorney, District No. 14, Tulsa County, Oklahoma, and the defendants, Kenneth R. Sellers, Shirley Sellers, and Daniel Roy Marcus, appearing not.

The Court being fully advised and having examined the file herein finds that due and legal process of service was made on defendants, County Treasurer and the Board of County Commissioners, Tulsa County, Oklahoma, on January 16, 1974, as evidenced by the Marshal's Returns of Service herein and that said defendants filed their Answers herein on February 4, 1974; that after diligent effort, the whereabouts and residence of the defendants, Kenneth R. Sellers, Shirley Sellers, and Daniel Roy Marcus, cannot be ascertained; that they are not residents of the Northern Judicial District of Oklahoma or the State of Oklahoma; that Kenneth R. Sellers, Shirley Sellers, and Daniel Roy Marcus were served by publication as appears from the Proof of Publication filed herein on June 14, 1974, and

It appearing that defendants, Kenneth R. Sellers, Shirley Sellers, and Daniel Roy Marcus, 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 Promissory note and foreclosure on a real property mortgage

... unpaid Promissory 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 Six (6), NORTHGATE THIRD ADDITION, to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

THAT the defendants, Kenneth R. Sellers and Shirley Sellers, did, on the 13th day of May, 1971, execute and deliver to Diversified Mortgage and Investment Company their mortgage and Promissory note in the sum of \$14,400.00 with percent interest per annum at the rate of 7 percent and further providing for the payment of monthly installments of principal and interest.

That by Assignment of Mortgage of Real Estate dated May 20, 1971, Diversified Mortgage and Investment Company assigned said Note and Mortgage to the Federal National Mortgage Association, and by Assignment dated August 22, 1972, Federal National Mortgage 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, Kenneth R. Sellers and Shirley Sellers, made default under the terms of the aforesaid Promissory 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 \$14,239.77 as unpaid principal, with interest thereon at the rate of 7 percent interest per annum from March 1, 1973, until paid, plus any additional sums advanced or expended during this foreclosure action by plaintiff for taxes, insurance, abstracting or sums for the preservation of subject property, and the cost of this action accrued and accruing.

The Court further finds that there is due and owing to the County of Tulsa, State of Oklahoma, from the defendants, Kenneth R. Sellers and Shirley Sellers, the sum of \$499.01 for 1972 and 1973 real estate taxes, plus costs, and that Tulsa County, State of Oklahoma, should have judgment against said defendants for said amount, and that such judgment should be superior to the first mortgage lien of the plaintiff herein.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff have and recover judgment against defendants, Kenneth R. Sellers and Shirley Sellers, in rem, for the sum of \$14,239.77 with interest thereon at the rate of 7 percent per annum from March 1, 1973, 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 the County of Tulsa, State of Oklahoma, have and recover judgment against the defendants, Kenneth R. Sellers and Shirley Sellers, in rem, for the sum of \$499.01, plus costs, for 1972 and 1973 real estate taxes, as of the date of this judgment plus interest thereafter according to law, and that such judgment be and is superior to the first mortgage lien of the plaintiff herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED THAT the plaintiff have and recover judgment, in rem, against the defendant, Daniel Roy Marcus.

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.

Alba E. Barant  
United States District Judge

APPROVED.

Robert P. Santee  
ROBERT P. SANTEE  
Assistant United States Attorney

Gary J. Summerfield  
GARY J. SUMMERFIELD  
Assistant District Attorney, District 14,  
Tulsa County Oklahoma

1'

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

VAN ST. JOHN, Individually, and )  
as Guardian of TERRY G. ST. JOHN, )  
MARK S. ST. JOHN and SUSAN E. )  
ST. JOHN, )

Plaintiffs, )

vs. )

MISSOURI-KANSAS-TEXAS RAILROAD )  
COMPANY and H. F. GALE, an )  
Individual, )

Defendants. )

**FILED**

JUL 23 1974

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

No. 73-C-266

**FILED**  
IN OPEN COURT

JUL 23 1974

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

JOURNAL ENTRY OF JUDGMENT

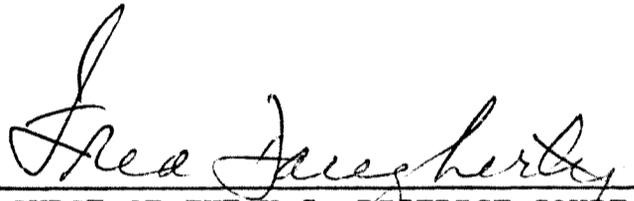
On this 23rd day of July, 1974, the above cause comes on for hearing. Plaintiff Van St. John appears in person, Plaintiffs Terry G. St. John, Mark S. St. John and Susan E. St. John appear by and through their father and legal Guardian Van St. John and by their attorney, Floyd L. Walker. Defendants Missouri-Kansas-Texas Railroad Company ("M-K-T") and H. F. Gale appear by their attorney, R. Dobie Langenkamp and Doerner, Stuart, Saunders, Daniel & Langenkamp. All parties waive trial by jury and setting of trial assignment, and the Court proceeded to hear the evidence. After receipt of sworn testimony the Court being fully advised in the premises finds that the Plaintiff Van St. John, individually, should have and recover of and from the Defendant M-K-T the sum of \$30,000.00 and court costs and the Plaintiff Van St. John as Guardian of Terry G. St. John, Mark S. St. John and Susan E. St. John, respectively, should have and recover the sum of \$30,000.00 to be divided, share and share alike, between the three said children.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that Plaintiff, Van St. John, individually, have and recover of and from the Defendant M-K-T the sum of \$30,000, plus costs, and Van St. John, as Guardian for Terry G. St. John, Mark S. St. John and Susan E. St. John, have and recover of and from the Defendant

M-K-T judgment in the sum of \$30,000.00 and court costs to be divided, share and share alike, among said three children.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Defendant H. F. Gale, Jr. be dismissed from this suit with prejudice.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that said amount of \$30,000.00, payable to Van St. John, Guardian, after the deduction of attorney's fees as approved by the District Court of Tulsa County (Probate Division), shall be held by said Van St. John pursuant to said Guardianship and further order of the District Court of Tulsa County (Probate Division).

  
JUDGE OF THE U.S. DISTRICT COURT



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

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 L. F. BETTS SUPPLY COMPANY a/k/a )  
 L. F. BETTS SUPPLY CO., INC., )  
 a/k/a L. F. BETTS SUPPLY COMPANY, )  
 INC., et al, )  
 )  
 Defendants. )

CIVIL ACTION NO. 72-C-421 ✓

**FILED**  
 JUL 22 1974 K  
 Jack C. Silver, Clerk  
 U.S. DISTRICT COURT

JUDGMENT FOR FORECLOSURE

THIS MATTER COMES ON for consideration this 18<sup>th</sup> day of July, 1974, the Plaintiff appearing by Robert P. Santee, Assistant United States Attorney for the Northern District of Oklahoma; defendants, L. F. Betts Supply Company a/k/a L. F. Betts Supply Co., Inc., a/k/a K. D. Root a/k/a K. D. Skip Root; A. J. Root, Jr., and Treva DiAnn Root appearing by their attorneys, Ungerman, Grabel & Ungerman; Oklahoma Employment Security Commission appearing by its attorney, Milton R. Elliott; Oklahoma Tax Commission filing its Disclaimer herein; and the defendants, Tom Martin, Bobby Myers, Frank Miller, Don Volm a/k/a Daniel E. Volm, and Carrol Volm appearing not; and

The Court being fully advised and having examined the file herein finds that defendants, L. F. Betts Supply Company a/k/a L. F. Betts Supply Co., Inc., a/k/a L. F. Betts Supply Company, Inc.; K. D. Root a/k/a K. D. Skip Root; A. J. Root, Jr.; and Treva DiAnn Root were served with Summons and Complaint on November 22, 1972; with First Amendment to Complaint on August 7, 1973; that defendants, Oklahoma Employment Security Commission and Oklahoma Tax Commission were served with copies of Summons and Complaint, First Amendment to Complaint and Second Amendment to Complaint on February 11, 1974, all as appears from the U. S. Marshal's Returns of Service herein.

The Court further finds that due and legal process of service was made on defendants, Tom Martin, Bobby Myers, Frank Miller, Don Volm a/k/a Daniel E. Volm, and Carrol Volm, by publication, as appears from the Proof

of Publication filed herein on June 24, 1974, and that these defendants have failed to answer herein or otherwise plead and that default has been entered by the Clerk of this Court.

The Court further finds that this is a suit based upon a Security Agreement, a Promissory Note, and foreclosure on a real property Mortgage securing said Security Agreement and Promissory Note and that the following described real property and chattels are located in Ottawa County, State of Oklahoma, within the Northern Judicial District of Oklahoma:

Beginning at the NW Corner of the NE/4 of the SW/4 of Section 35, Township 29 North, Range 23 East of the Indian Meridian, Ottawa County, Oklahoma; thence East a distance of 693 feet for a point of beginning; thence South a distance of 210 feet; thence East a distance of 210 feet; thence North a distance of 210 feet; thence West a distance of 210 feet to the point of beginning containing one acre, more or less,

and

All machinery and equipment, trucks, furniture and fixtures inventory, accounts receivable, and contract rights now owned and hereafter acquired, and all proceeds therefrom, and one building approximately 80' x 120' housing the L. F. Betts Supply Co., Inc., located on leased land in Quapaw, Oklahoma (except-two automobiles and one milling machine.)

That the Defendants, L. F. Betts Supply Company a/k/a L. F. Betts Supply Co., Inc., a/k/a L. F. Betts Supply Company, Inc., K. D. Root a/k/a K. D. Skip Root and Treva DiAnn Root, did, on October 21, 1968, make, execute and deliver to the Security Bank and Trust Company of Miami, Oklahoma, their certain Security Agreement, Promissory Note and Mortgage in the sum of \$50,000.00 with interest thereon at the rate of 8 per cent per annum, and further providing for the payment of monthly installments of principal and interest; and

The Court further finds that the Security Bank and Trust Company of Miami, Oklahoma assigned said instruments to the Small Business Administration on the following dates:

- (1) Financing Statement and Security Agreement on April 19, 1972;
- (2) Promissory note on April 12, 1972; and
- (3) Mortgage of Real Estate on April 18, 1972.

The Court further finds that the defendants, L. F. Betts Supply Company a/k/a L. F. Betts Supply Co., Inc., a/k/a L. F. Betts Supply Company,

Inc., K. D. Root a/k/a K. D. Skip Root and Treva DiAnn Root, made default under the terms of the aforesaid instruments by reason of their failure to make monthly installments due thereon for more than 18 months past, which default has continued and that by reason thereof, the above-named defendants are now indebted to the plaintiff in the sum of \$35,970.53, together with interest accrued thereon in the amount of \$648.69 through October 5, 1972 and interest accruing at the rate of 8 per cent per annum, or \$6.1199 per day.

The Court further finds that the corporate defendant referred to in the preceding paragraph has heretofore filed its voluntary petition in bankruptcy and that the individual defendants named in the preceding paragraph have heretofore filed their respective voluntary petitions in bankruptcy and have been discharged of any personal liability for the indebtednesses referred to in the preceding paragraph and hereinafter referred to in the decretal part of this Order.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that for the purpose of enabling plaintiff to foreclose its mortgage and security interest liens on the real and personal property hereinabove described, the Plaintiff have and recover Judgment against Defendants, L. F. Betts Supply Company a/k/a L. F. Betts Supply Co., Inc., a/k/a L. F. Betts Supply Company, Inc., K. D. Root a/k/a K. D. Skip Root and Treva DiAnn Root, in rem, insofar as said defendants have or claim any right, title or interest in and to the aforesaid real and personal property, in the principal sum of \$35,970.69, together with interest accrued thereon in the amount of \$648.69 through October 5, 1972, and interest accruing thereafter at the rate of 8 per cent per annum, or \$6.1199 per day.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED THAT for the purpose of enabling Plaintiff to foreclose its mortgage and security interest liens on the aforesaid real and personal property, the Plaintiff have and recover judgment against Defendant, A. J. Root, Jr., in rem, insofar as said defendant has or claims any right, title and interest in and to the aforesaid real and personal property, for and in the sum of \$25,000.00 plus interest, by virtue of a Guaranty in the amount of \$25,000.00 executed by said Defendant on November 14, 1968.

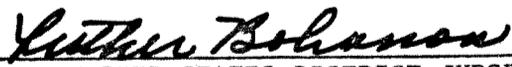
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Defendant, State of Oklahoma ex rel Oklahoma Employment Security Commission, for the purpose of enabling it to foreclose its lien for taxes against the aforesaid

real and personal property, have and recover judgment against defendant, L. F. Betts Supply Company a/k/a L. F. Betts Supply Co., Inc., a/k/a L. F. Betts Supply Company, Inc., in rem, insofar as said defendant may have or claim any right, title and interest in and to the aforesaid real and personal property, in the principal sum of \$387.22, plus interest in the amount of \$126.19 plus any additional taxes due and owing on the date of sale of subject property, plus interest according to law.

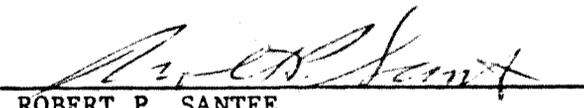
IT IS FURTHER ORDERED, ADJUDGED AND DECREED THAT the plaintiff have and recover judgment in rem against the defendants, Tom Martin, Bobby Myers, Frank Miller, Don Volm a/k/a Daniel E. Volm, and Carrol Volm.

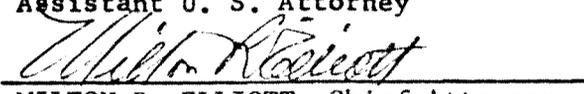
IT IS FURTHER ORDERED, ADJUDGED AND DECREED THAT upon the failure of defendants L. F. Betts Supply Company a/k/a L. F. Betts Supply Co., Inc., a/k/a L. F. Betts Supply Company, Inc., K. D. Root a/k/a K. D. Skip Root, Treva DiAnn Root, and A. J. Root, Jr., to satisfy plaintiff's money judgment herein, 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 chattels listed herein 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 First and Second Amendment herein, be and they are forever barred and foreclosed of any right, title, interest or claim in or to the real property and chattels or any part thereof.

  
UNITED STATES DISTRICT JUDGE

APPROVED:

  
ROBERT P. SANTEE  
Assistant U. S. Attorney

  
MILTON R. ELLIOTT, Chief Attorney  
State of Oklahoma ex rel Oklahoma  
Employment Security Commission

UNGERMAN, GRABEL & UNGERMAN

By



Ralph Grabel

Sixth Floor, Wright Building

Tulsa, Oklahoma 74103

Attorneys for L. F. Betts Supply Company, Inc.,

K. D. Root, Treva DiAnn Root & A. J. Root, Jr.

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

CON-RAD DIVISION OF U. S.  
INDUSTRIES, INC.,

Plaintiff,

-vs-

SHOPMEN'S LOCAL 620 OF THE INTERNATIONAL  
ASSOCIATION OF BRIDGE, STRUCTURAL AND  
ORNAMENTAL IRON WORKERS, AFL-CIO, and  
Its Officers, Agents, Servants, Repre-  
sentatives or Employees, Individually  
and Collectively and any Person Acting  
in Concert with Them or Otherwise  
Participating in Their Aid,

Defendant.

Case No. 72-C-465

**E I L E D**

JUL 22 1974

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

ORDER OF DISMISSAL WITH PREJUDICE

Comes now the undersigned Judge, upon plaintiff's motion  
to dismiss its complaint in the above captioned case, it is  
ordered that the complaint, <sup>and cause of action</sup> be dismissed with prejudice to fil-  
ing another complaint.

DONE this 22<sup>nd</sup> day of July, 1974.



\_\_\_\_\_  
U. S. DISTRICT JUDGE

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

CON-RAD DIVISION OF U. S.  
INDUSTRIES, INC.,

Plaintiff,

-vs-

SHOPMEN'S LOCAL 620 OF THE INTERNATIONAL  
ASSOCIATION OF BRIDGE, STRUCTURAL AND  
ORNAMENTAL IRON WORKERS, AFL-CIO, and  
Its Officers, Agents, Servants, Repre-  
sentatives or Employees, Individually  
and Collectively and any Person Acting  
in Concert With Them or Otherwise  
Participating in Their Aid,

Defendant.

Case No. 72-C-465

**E I L E D**

JUL 22 1974

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

ORDER OF DISMISSAL WITH PREJUDICE

Comes now the undersigned Judge, upon motion of the defen-  
dant herein, orders that any pending counterclaims by the defen-  
dant, Shopmen's Local 620 of the International Association of  
Bridge, Structural and Ornamental Iron Workers, or its members  
and/or its agents, pending in the above captioned cause, <sup>of action & Complaint</sup> are  
hereby dismissed with prejudice.



U. S. DISTRICT JUDGE

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

DAWNITA JO SALDANA, by and  
through her next friend,  
RUTH SALDANA,

Plaintiff

-vs-

LIONEL SUNTOP and WILLIAM  
EDWARDS, co-partners, d/b/a  
LIGHT IMPRESSIONS,

Defendants.

No. C-72-372

**FILED**  
**IN OPEN COURT**

JUL 22 1974

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

JUDGMENT

NOW on this 22 day of July, 1974, this matter came  
for trial of the issues herein, the minor Plaintiff, Dawnita  
Jo Saldana and her mother and next friend appearing personally  
and with their attorney, N. Franklyn Casey, the Defendants  
appeared by and through their attorney, Lawrence A. Johnson.

The Court, after having heard evidence in support of  
the Complaint finds that Plaintiff should be awarded judgment  
for and in the sum of \$2,000 based upon libel and invasion  
of privacy.

IT IS THEREFORE ORDERED, DECREED, AND ADJUDGED that  
Plaintiff should be and she is awarded judgment for and in  
the sum of \$2,000.

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

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

THOMAS F. CASEY, III,  
Petitioner,

vs.

JAMES R. SCHLESINGER,  
Secretary of Defense;  
J. W. WARNER, Secretary of Navy;  
ADMIRAL ZUMWALT,  
Chief of Naval Operations;  
VICE ADMIRAL D. W. COOPER,  
Commander of Naval Districts;  
ADMIRAL R. E. RIERA,  
Commandant of 8th Naval District;  
CAPTAIN EVANS, Commanding Officer  
of Naval and Marine Corps  
Training Center in Tulsa;  
COMMANDER KENNETH BACHELOR,  
Naval Reserve Group Commander;  
LIEUTENANT COMMANDER DONALD ARMES,  
Commanding Officer 8-51,

Respondents

CIVIL ACTION NO. 74-C-31✓

FILED

JUL 22 1974 K

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

J U D G M E N T

NOW, on this 22<sup>d</sup> day of July, 1974, this matter  
having been considered by the Court and a decision having been  
duly rendered,

IT IS ORDERED AND ADJUDGED THAT this action, which was  
initiated by Plaintiff's Petition for a Writ of Habeas Corpus,  
should be and is dismissed without prejudice and the Order pro-  
hibiting transfer of Petitioner issued by this Court on  
January 18, 1974 should be and is hereby dissolved.

  
UNITED STATES DISTRICT JUDGE

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

UNITED STATES OF AMERICA, )  
 )  
 ) Plaintiff, ) CIVIL ACTION NO. 73-C-180  
 )  
 vs. )  
 )  
 )  
 ) PRYOR CREEK MOBILE HOME )  
 ) DEVELOPMENT CORPORATION, et al., )  
 )  
 ) Defendants. )

**FILED**

JUL 18 1974

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

JUDGEMENT OF FORECLOSURE

THIS MATTER COMES ON for consideration this 17<sup>th</sup> day of July, 1974, the plaintiff appearing by Robert P. Santee, Assistant United States Attorney for the Northern District of Oklahoma; the defendant, George E. Brewer, Attorney-at-Law, appearing on behalf of himself and Pryor Creek Mobile Home Development Corporation; defendant, Graybar Electric Company, Inc., appearing by its attorney, Joseph R. Roberts, and filed its Disclaimer herein on January 22, 1974; defendant, American Bank of Oklahoma, Pryor, Oklahoma, appearing by its attorney, Luke A. Wilkerson; and the defendants, Ralph Moore, Attorney-at-Law; Master Construction Company, and United Steel Fabricators, Inc., appearing not.

The Court being fully advised and having examined the file herein finds that due and legal process of service of Summons and Complaint was made on Pryor Creek Mobile Home Development Corporation by serving Ralph E. Smith, President, and George E. Brewer, attorney therefor, on June 22, 1973, and service of Summons and Amendment to Complaint was made on Pryor Creek Mobile Home Development Corporation by serving George E. Brewer, Attorney-at-Law, on December 20, 1973; that service of Summons, Complaint, and Amendment to Complaint was made on Graybar Electric Company on January 4, 1974; on Ralph Moore, Attorney-at-Law, on January 2, 1974; on George E. Brewer, Attorney-at-Law, on December 20, 1973, and on American Bank of Oklahoma, Pryor, Oklahoma, on January 2, 1974, all as appears from the Marshal's Returns of Service herein; that after diligent effort, the location of the

defendants, United Steel Fabricators, Inc., and Master Construction Company could not be ascertained and these defendants were served by publication as appears from the Affidavit of Publication filed herein on May 3, 1974, and

It appearing that defendants, Ralph Moore, Master Construction Company, and United Steel Fabricators, Inc., 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 Mayes County, Oklahoma, within the Northern Judicial District of Oklahoma:

All that part of the Southwest Quarter of the Northeast Quarter (SW/4 NE/4) of Section Seven (7), Township Twenty-One (21) North, Range Nineteen (19) East of the Indian Base and Meridian lying West of the M.K.&T. Railroad Right of Way, Mayes County, State of Oklahoma, according to the United States Government Survey thereof.

That the defendant, Pryor Creek Mobile Home Development Corporation, did, on the 24th day of June 1970, execute and deliver to the Turner Corporation of Oklahoma, Inc., its Mortgage and Mortgage Note in the sum of \$345,100.00, with 8 1/2 percent interest per annum until paid, said Note providing for payment of monthly installments of interest, or principal and interest, and further providing that, should any installment remain unpaid on the due date of the next installment, the entire principal sum should at once become due and payable without notice, at the option of the holder of said Note.

That on November 17, 1971, Turner Corporation of Oklahoma, Inc., assigned its interest in said Note by endorsement thereon to the Federal National Mortgage Association, and on May 2, 1972, the Federal National Mortgage Association assigned its interest in the Note by endorsement to the Secretary of Housing and Urban Development, Washington, D. C., his successors and assigns.

The Court further finds that the defendant, Pryor Creek Mobile Home Development Corporation, made default under the terms

of the aforesaid mortgage note by reason of its failure to make monthly installments due thereon for more than 18 months last past, which default has continued and that by reason thereof the above-named defendant is now indebted to the plaintiff in the sum of \$395,145.98, which sum is broken down as follows:

Unpaid principal balance as of June 30, 1973	\$342,926.86
Unpaid accrued interest as of June 30, 1973	48,581.40
Monthly service charge through June 1, 1973,	1,825.79
Advances made for payment of taxes	1,733.62
Interest on advances made for payment of taxes	78.31,

plus the cost of this action accrued and accruing.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT the plaintiff have and recover judgment against defendant, Pryor Creek Mobile Home Development Corporation, in personam, for the sum of \$395,145.98, which sum is broken down as follows:

Unpaid principal blance as of June 30, 1973	\$342,926.86
Unpaid accrued interest as of June 30, 1973	48,581.40
Monthly service charge through June 1, 1973	1,825.79
Advances made for payment of taxes	1,733.62
Interest on advances made for payment of taxes	78.31,

with interest thereon at the rate of 8 1/2 percent per annum from June 30, 1973, plus the cost of this action accrued and accruing.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED THAT the defendant American Bank of Oklahoma, Pryor, Oklahoma, have and recover judgment against Pryor Creek Mobile Home Development Corporation, in personam, for the sum of \$27,573.75, plus interest to April 30, 1973, in the amount of \$1,367.67, plus attorney's fees in favor of Ralph Moore in the amount of \$2,894.14, plus costs of the action, and interest from and after April 30, 1973, at the rate of 10 percent per annum, less a credit of \$5,000.00, paid after March 12, 1973, but that such judgment is subject to and inferior to the first mortgage lien of the plaintiff herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED THAT defendant, George E. Brewer, Attorney-at-Law, have and recover judgment against

defendant, Pryor Creek Mobile Home Development Corporation, in personam, for the sum of \$14,806.76, with interest thereon at the rate of 1 1/2 percent per month from July 3, 1973, until paid, but that such judgment is subject to and inferior to the first mortgage lien of the plaintiff herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED THAT the plaintiff, United States of America, have and recover judgment, in rem, against the defendants, Master Construction Company and United Steel Fabricators, Inc.

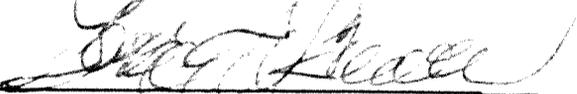
IT IS FURTHER ORDERED, ADJUDGED AND DECREED THAT upon the failure of said defendant, Pryor Creek Mobile Home Development Corporation, to satisfy plaintiff's money judgment herein, an Order of Sale shall be issued to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise 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

  
GEORGE E. BREWER, Attorney for  
Pryor Creek Mobile Home Development Corporation and himself

  
LUKE A. WILKERSON, Attorney for  
American Bank of Oklahoma, Pryor, Okla.

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

SMOKEY'S OF TULSA, INC., an  
Oklahoma corporation,

Plaintiff,

vs.

B. S. A. MOTORCYCLE CORPORATION,  
a Maryland corporation,

Defendant.

No. 72-C -374 ✓

**FILED**

JUL 17 1974 *G*

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

ORDER OF DISMISSAL WITH PREJUDICE

The parties hereto having compromised and settled the dispute which is the subject matter of this action and having jointly moved the Court for an order of dismissal with prejudice, it is therefore

*cause of*  
ORDERED, by the Court, that the complaint and the within action be and the same are hereby dismissed with prejudice to the bringing of another action upon the same cause or causes of action sued upon herein.

Entered this 16<sup>th</sup> day of July, 1974.

*Celia E. Brown*  
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. 74-C-163  
 )  
 )  
 ROBERT L. McCONKEY, et al., )  
 )  
 ) Defendants. )

**FILED**  
JUL 17 1974  
Jack C. Silver, Clerk  
U. S. DISTRICT COURT

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 17<sup>th</sup>  
day of July, 1974, the plaintiff appearing by Robert P. Santee,  
Assistant United States Attorney, the defendant, C & C Tile  
and Carpet Company, appearing by its attorney, Bland Williamson,  
and the defendants, Robert L. McConkey, Kumiko McConkey, Henry A.  
Higgins, Sara M. Higgins, Jerome H. Dumer, Elma Jean Dumer,  
William L. Cash, Vera N. Cash, James O. Eatmon, and Norma N.  
Eatmon, appearing not.

The Court being fully advised and having examined  
the file herein finds that Robert L. McConkey, Kumiko McConkey,  
Jerome H. Dumer, and Elma Jean Dumer were served by publication,  
as appears from the Proof of Publication filed herein; that  
Henry A. Higgins and Sara M. Higgins were served with Summons  
and Complaint on January 17, 1974; that William L. Cash and  
Vera N. Cash were served with Summons and Complaint on April 12,  
1974; James O. Eaton and Norma N. Eaton were served with Summons  
and Complaint on April 15, 1974; and that C & C Tile and Carpet  
Co. was served with Summons and Complaint on April 17, 1974, as  
appears from the Marshal's Return of Service herein.

It appearing that C & C Tile and Carpet Co. has duly  
filed its Disclaimer herein on April 22, 1974, and Robert L.  
McConkey, Kumiko McConkey, Jerome H. Dumer, Elma Jean Dumer,  
Henry A. Higgins, Sara M. Higgins, William L. Cash, Vera N. Cash,  
James O. Eaton, and Norma N. Eaton 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-five (25), Block Fifty (50),  
VALLEY VIEW ACRES THIRD ADDITION to the  
City of Tulsa, Tulsa County, Oklahoma,  
according to the recorded plat thereof.

THAT the defendants, Robert L. McConkey and Kumiko McConkey, did, on the 24th day of June, 1964, execute and deliver to the Administrator of Veterans Affairs, their mortgage and mortgage note in the sum of \$10,250.00 with 5 1/2 percent interest per annum, and further providing for the payment of monthly installments of principal and interest.

The Court further finds that the defendants, Henry A. Higgins and Sara M. Higgins, were the grantees in a deed from Robert L. McConkey and Kumiko McConkey, dated May 2, 1967, and filed May 17, 1967, in Book 3807, Page 134, records of Tulsa County, wherein Henry A. Higgins and Sara M. Higgins assumed and agreed to pay the mortgage indebtedness being sued upon herein.

The Court further finds that the defendants, Jerome H. Dumer and Elma Jean Dumer, were the grantees in a deed from Henry A. Higgins and Sara M. Higgins, dated September 18, 1967, and filed September 29, 1967, in Book 3823, Page 390, records of Tulsa County, wherein Jerome H. Dumer and Elma Jean Dumer assumed and agreed to pay the mortgage indebtedness being sued upon herein.

The Court further finds that the defendants, William L. Cash and Vera N. Cash, were the grantees in a deed from Jerome H. Dumer and Elma Jean Dumer, dated June 26, 1969, and filed August 21, 1969, in Book 3900, Page 177, records of Tulsa County, wherein William L. Cash and Vera N. Cash assumed and agreed to pay the mortgage indebtedness being sued upon herein.

The Court further finds that the defendants, James O. Eatmon and Norma N. Eatmon, were the grantees in a deed from

William L. Cash and Vera N. Cash, dated March 29, 1972, and filed May 17, 1972, in Book 4069, Page 786, records of Tulsa County, wherein James O. Eatmon and Norma N. Eatmon assumed and agreed to pay the mortgage indebtedness being sued upon herein.

The Court further finds that the defendants, Robert L. McConkey, Kumiko McConkey, Jerome H. Dumer, Elma Jean Dumer, Henry A. Higgins, Sara M. Higgins, William L. Cash, Vera N. Cash, James O. Eaton, and Norma N. Eaton, 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 \$8,781.62 as unpaid principal, with interest thereon at the rate of 5 1/2 percent interest per annum from June 1, 1973, 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 L. McConkey, Kumiko McConkey, Jerome H. Dumer, and Elma Jean Dumer, in rem, and Henry A. Higgins, Sara M. Higgins, William L. Cash, Vera N. Cash, James O. Eaton, and Norma N. Eaton, in personam, for the sum of \$8,781.62 with interest thereon at the rate of 5 1/2 percent per annum from June 1, 1973, 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

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OKLAHOMA  
TULSA DIVISION

FILED

JUL 16 1974

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

MAILERS UNION NO. 145,  
associated with the INTERNATIONAL  
MAILERS UNION,

Plaintiff,

vs.

NEWSPAPER PRINTING CORPORATION,  
agent for TULSA WORLD and  
TULSA TRIBUNE,

Defendant.

CASE NO. 73-C-328 ✓

ORDER ON DISMISSAL

Plaintiff and defendant having filed with the Court a Stipulation  
For Dismissal and the Court being duly advised in the premises finds  
that this action may be dismissed.

IT IS THEREFORE ORDERED that <sup>cause and complaint</sup> this action be dismissed costs  
having been paid.

Dated this 16<sup>th</sup> day of July, 1974.

*Allen E. Bassett*

Judge

cc: Kothe & Eagleton, Inc.  
Fillenwarth & Fillenwarth



an appearance in the instant litigation.

7. On May 15, 1974, the Clerk of the United States District Court for the Northern District of Oklahoma, sent by certified mail, return receipt requested, a letter to Mr. William Martin, 6332 E. 7th, Apartment 16, Tulsa, Oklahoma, a letter which stated:

"Please find enclosed copy of Application and Order allowing Mr. Maner to withdraw as your counsel in the above case, and directing you to obtain new counsel within 30 days."

8. The Certified Receipt number 527084, reflects that William L. Martin signed for said letter of May 16, 1974.

9. The Court file further reflects that on May 15, 1974, the firm of Shephers, Maner & Brunton, by separate letters, advised both Mr. Martin and Hartford of their withdrawal. The file further reflects that a copy of Mr. Martin's letter was sent to Hartford and the Court Clerk and a copy of Hartford's letter was sent to Mr. Martin and the Court Clerk.

10. Plaintiff has never complied with the order of the Court and the 30 day period has long expired.

IT IS, THEREFORE, ORDERED that the complaint and cause of action be and the same are hereby dismissed for failure to prosecute.

ENTERED this 7<sup>th</sup> day of July, 1974.



CHIEF UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR  
THE NORTHERN DISTRICT OF OKLAHOMA

FILED

JUL 16 1974 *Am*

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

ROBERT J. STANTON, TRUSTEE §  
OF TULSA CRUDE OIL PURCHASING §  
COMPANY AND ITS CONSOLIDATES §  
SUBIDIARIES, §  
Plaintiff §  
§  
VS. §  
§  
SHELL OIL COMPANY, A DELAWARE §  
CORPORATION, §  
Defendant §

CIVIL ACTION NO. 74-C-105 ✓

JUDGMENT

At Tulsa, in said District, on the 12 day of July, 1974, came on for hearing the Motion of Shell Oil Company for Summary Judgment and the Court finding that there is no genuine issue as to any material fact and that Shell Oil Company is entitled to Judgment on its counterclaim as a matter of law, it is accordingly

ORDERED, ADJUDGED, AND DECREED that Judgment be denied Plaintiff; and it is further

ORDERED, ADJUDGED AND DECREED that the claim of Shell Oil Company against Tulsa Crude Oil Purchasing Company in the amount of \$143,786.70 be and it hereby is set-off against the claim of Tulsa Crude Oil Purchasing Company against Shell Oil Company in the amount of \$114,019.64; and it is further

ORDERED, ADJUDGED AND DECREED that \$29,767.06, the net amount of Shell Oil Company's claim, be and it hereby is allowed In the matter of Tulsa Crude Oil Purchasing Company and its Consolidated Subsidiaries, Debtor, In Proceedings for the

Reorganization of a Corporation, No. 72-B-108, In the United States District Court for the Northern District of Oklahoma and costs are taxed against Plaintiff.

Dated the 12 day of July, 1974.

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. 74-C-56  
 )  
 ) **FILED**  
IRMA JEAN MACK, et al., )  
 ) JUL 12 1974  
 )  
 ) Defendants. )

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

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 10th  
day of July 1974, the plaintiff appearing by Robert P. Santee,  
Assistant United States Attorney, the defendants, County Treasurer,  
Tulsa County, and Board of County Commissioners, appearing by  
Gary J. Summerfield, Assistant District Attorney, and the defendant,  
Irma Jean Mack, appearing not.

The Court being fully advised and having examined  
the file herein finds that Irma Jean Mack was served by publication,  
as appears from the Proof of Publication herein; and County  
Treasurer, Tulsa County, and Board of County Commissioners, Tulsa  
County, were served Summons and Complaint on January 29, 1974, as  
appears from the Marshal's Return of Service herein.

It appearing that County Treasurer, Tulsa County, and  
Board of County Commissioners, Tulsa County, have duly filed their  
Answers herein on February 11, 1974, and Irma Jean Mack has 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-eight (28), in Block Five (5),  
HARTFORD HILLS ADDITION to the City of  
Tulsa, Tulsa County, State of Oklahoma,  
according to the recorded plat thereof.

THAT the defendant, Irma Jean Mack, did, on the 30th day of July, 1971, execute and deliver to the Charles F. Curry and Company, her mortgage and mortgage note in the sum of \$10,950.00 with 7 percent interest per annum, and further providing for the payment of monthly installments of principal and interest.

That by Assignment of Mortgage of Real Estate dated August 30, 1971, assigned said note and mortgage to the Federal National Mortgage Association; and that by Assignment of Mortgage of Real Estate dated September 22, 1972, the Federal National Mortgage Association assigned said note and mortgage to the Secretary of Housing and Urban Development, Washington, D.C.

The Court further finds that the defendant, Irma Jean Mack, made default under the terms of the aforesaid mortgage note by reason of her 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 defendant is now indebted to the plaintiff in the sum of \$10,866.57 as unpaid principal, with interest thereon at the rate of 7 percent interest per annum from March 1, 1973, until paid, plus the cost of this action accrued and accruing.

The Court further finds that there is due and owing to the County of Tulsa, State of Oklahoma, from Irma Jean Mack, the sum of \$21.66 for personal property taxes for the year 1972 and that Tulsa County should have judgment, in rem, for said amount, but that such judgment is subject to and inferior to the first mortgage lien of the plaintiff herein.

The Court further finds that there is due and owing to the County of Tulsa, State of Oklahoma, from Irma Jean Mack, the sum of \$330.50 for ad valorem taxes for the years 1972 and 1973 and that Tulsa County should have judgment, in rem, for said amount.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff have and recover judgment against defendant, Irma Jean Mack, in rem, for the sum of \$10,866.57 with interest

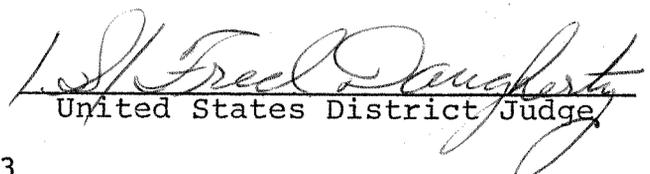
thereon at the rate of 7 percent per annum from March 1, 1973, plus the cost of this action accrued and accruing, plus any additional sums advanced or to be advanced or expended during this foreclosure action by plaintiff for taxes, insurance, abstracting, or sums for the preservation of the subject property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the County of Tulsa have and recover judgment, in rem, against the defendant, Irma Jean Mack, for the sum of \$21.66 as of the date of this judgment plus interest thereafter according to law, but that such judgment is subject to and inferior to the first mortgage lien of the plaintiff herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the County of Tulsa have and recover judgment, in rem, against the defendant, Irma Jean Mack, for the sum of \$330.50 as of the date of this judgment plus interest thereafter according to law, and that such judgment is superior to the first mortgage lien of the plaintiff herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon the failure of said defendant 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, which sale shall be subject to the ad valorem tax judgment of Tulsa County, supra. The residue, if any, to be deposited with the Clerk of the Court to await further order of the Court.

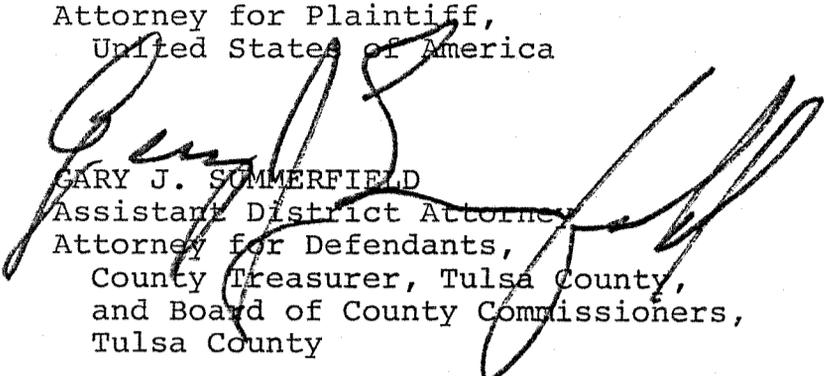
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that from and after the sale of said property, under and by virtue of this judgment and decree, all of the defendants and each of them and all persons claiming under them since the filing of the complaint herein be and they are forever barred and foreclosed 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  
Attorney for Plaintiff,  
United States of America



GARY J. SUMMERFIELD  
Assistant District Attorney  
Attorney for Defendants,  
County Treasurer, Tulsa County,  
and Board of County Commissioners,  
Tulsa County

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

FILED

JUL 12 1974

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

UNITED STATES OF AMERICA, )  
 )  
 )  
 Plaintiff, )  
 )  
 -v- )  
 )  
 )  
 CYNTHIA L. VESTREM, )  
 )  
 )  
 Defendant. )

74-C-281

Civil No. \_\_\_\_\_

O R D E R

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

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

IT IS FURTHER RECOMMENDED that the patient report to the institution at Phoenix by 5:00 p.m., July 10, 1974.

Signed this 5th day of July, 1974.

Frank B. ...  
United States Magistrate

APPROVED:

Ben F. Beher  
Assistant United States Attorney

Recommendations of U. S. Magistrate reviewed and approved  
this 12- day of July, 1974 and it is so Ordered.

Irene Dougherty  
United States District Judge

U.S. FOR THE NORTHERN DISTRICT OF  
 IN THE DISTRICT COURT ~~WESTERN AND FOR OTTAWA COUNTY~~  
~~STATE OF OKLAHOMA~~

THE FIRST NATIONAL BANK AND TRUST )  
 COMPANY OF TULSA, a National )  
 Banking Association, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 MIAMI INDUSTRIAL AUTHORITY, a )  
 Public Trust, SECRETARY OF COM- )  
 MERCE OF THE UNITED STATES OF )  
 AMERICA, THE UNITED STATES OF )  
 AMERICA, E. & J. CONSTRUCTION, )  
 INC., SOUTHWESTERN SASH & DOOR )  
 COMPANY, SHADE STONE, O'BRIEN )  
 ROCK CO., INC., MILLER ELECTRIC )  
 SHOP, INC., GEORGE SHAMBLIN, )  
 ANCO MANUFACTURING & SUPPLY )  
 COMPANY, GENE LONGAN, C. WATTS )  
 CONSTRUCTION COMPANY, INC., )  
 CALVIN L. WATTS, NATIONAL )  
 INDEMNITY COMPANY, STEELCRAFT )  
 CORPORATION, JOHN GARRETT, and )  
 CROWN, LTD., a limited partnership, )  
 )  
 Defendants. )

72-C-78  
 No. ~~C-71-356~~

**FILED**  
 JUL 11 1974  
 Jack C. Silver, Clerk  
 U. S. DISTRICT COURT

ORDER

ON this 11th day of July, 1974, on the application of Plaintiff for leave to dismiss the above captioned civil action and good cause therefor being shown, IT IS ORDERED THAT leave is hereby granted to Plaintiff to dismiss said <sup>Cases of said Complaint</sup> action and upon the filing by Plaintiff of a dismissal such action shall be dismissed.

  
 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. 74-C-45  
 )  
 ) THOMAS E. NORRIS, et al., )  
 )  
 ) Defendants. )

**FILED**  
JUL 10 1974  
Jack C. Silver, Clerk  
U. S. DISTRICT COURT

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 9<sup>th</sup>  
day of July, 1974, the plaintiff appearing by Robert P. Santee,  
Assistant United States Attorney, and the defendants, Thomas E.  
Norris, Shirley A. Norris, County Treasurer, Rogers County, and  
Board of County Commissioners, Rogers County, appearing not.

The Court being fully advised and having examined  
the file herein finds that Thomas E. Norris and Shirley A. Norris  
were served by publication, as appears from the Proof of Publi-  
cation filed herein; that County Treasurer, Rogers County, and  
Board of County Commissioners, Rogers County, were served with  
Summons and Complaint on February 11, 1974, as appears from the  
Marshal's Return of Service herein.

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 Rogers County, Oklahoma, within  
the Northern Judicial District of Oklahoma:

Lot Five (5), in Block One (1), of LINDWOOD  
ADDITION to the City of Claremore, Rogers  
County, Oklahoma, according to the recorded  
plat thereof.

THAT the defendants, Thomas E. Norris and Shirley A.  
Norris, did, on the 28th day of April, 1972, execute and deliver  
to the Lomas & Nettleton Company, their mortgage and mortgage  
note in the sum of \$18,000.00 with 7 percent interest per annum,

and further providing for the payment of monthly installments of principal and interest.

That by Assignment of Mortgage of Real Estate filed May 22, 1972, the Lomas & Nettleton Company assigned said note and mortgage to Government National Mortgage Association; that by Assignment of Mortgage of Real Estate filed October 18, 1972, the Government National Mortgage Association assigned said note and mortgage to the Federal National Mortgage Association; and that by Assignment of Mortgage of Real Estate filed December 26, 1972, the Federal National Mortgage Association assigned said note and mortgage to the Secretary of Housing and Urban Development, Washington, D.C.

The Court further finds that the defendants, Thomas E. Norris and Shirley A. Norris, 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 \$17,970.15 as unpaid principal, with interest thereon at the rate of 7 percent interest per annum from March 1, 1973, until paid, plus the cost of this action accrued and accruing.

The Court further finds that there is due and owing to the County of Rogers, State of Oklahoma, from Thomas E. Norris and Shirley A. Norris, the sum of \$5.65 for ad valorem taxes for the years 1972 and 1973 and that Rogers County should have judgment, in rem, for said amount.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff have and recover judgment against defendants, Thomas E. Norris and Shirley A. Norris, in rem, for the sum of \$17,970.15 with interest thereon at the rate of 7 percent per annum from March 1, 1973, 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 the County of Rogers have and recover judgment, in rem, against the defendants, Thomas E. Norris and Shirley A. Norris, for the sum of \$5.65 as of the date of this judgment plus interest thereafter according to law, and that such judgment is superior to the first mortgage lien of the plaintiff herein.

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, which sale shall be subject to the tax judgment of Rogers County, supra. 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 Bohannon  
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, ) CIVIL ACTION NO. 74-C-10  
 )  
vs. )  
 )  
 ) JACKIE BURL TYSON, et al., )  
 )  
 ) Defendants.)

**FILED**  
JUL 10 1974  
Jack C. Silver, Clerk  
U. S. DISTRICT COURT

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 9<sup>th</sup> day of July, 1974, the plaintiff appearing by Robert P. Santee, Assistant United States Attorney for the Northern District of Oklahoma; defendants, County Treasurer and Board of County Commissioners, Tulsa County, State of Oklahoma, appearing by and through their attorney, Gary J. Summerfield, Assistant District Attorney, District No. 14, Tulsa County, Oklahoma, and the defendants, Jackie Burl Tyson and Lela Luann Tyson, appearing not.

The Court being fully advised and having examined the file herein finds that due and legal process of service was made on defendants, County Treasurer and Board of County Commissioners, Tulsa County, Oklahoma, on January 10, 1974, as evidenced by the Marshal's Returns of Service herein and that said defendants filed their answers herein on January 30, 1974; that after diligent effort, the whereabouts and residence of the defendants, Jackie Burl Tyson and Lela Luann Tyson, cannot be ascertained; that they are not residents of the Northern Judicial District of Oklahoma, and that these defendants were served by publication, as appears from the Proof of Publication filed herein on June 14, 1974, and

It appearing that defendants, Jackie Burl Tyson and Lela Luann Tyson, 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 Promissory note and foreclosure on a real property mortgage securing said Promissory 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 Two (2), ROLLING HILLS THIRD ADDITION, an Addition in Tulsa County, State of Oklahoma, according to the recorded plat thereof.

THAT the defendants, Jackie Burl Tyson and Lela Luann Tyson, did, on the 18th day of January, 1972, execute and deliver to the Lomas & Nettleton Company their mortgage and Promissory note in the sum of \$17,100.00 with 7 percent interest per annum, and further providing for the payment of monthly installments of principal and interest.

That by Assignment of Mortgage of Real Estate dated January 18, 1972, the Lomas & Nettleton Company assigned said note and mortgage to Federal National Mortgage Association, and by Assignment dated October 18, 1972, Federal National Mortgage 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, Jackie Burl Tyson and Lela Luann Tyson, made default under the terms of the aforesaid Promissory 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 \$17,013.91 as unpaid principal, with interest thereon at the rate of 7 percent interest per annum from February 1, 1973, until paid, plus any additional sums advanced or expended during this foreclosure action by plaintiff for taxes, insurance, abstracting or sums for the preservation of subject property, plus the cost of this action accrued and accruing.

The Court further finds that there is due and owing to the County of Tulsa, State of Oklahoma, from the defendants, Jackie Burl Tyson and Lela Luann Tyson, the sum of \$330.40 for ad valorem taxes for the year 1973, and that Tulsa County, State of Oklahoma, should have judgment for said amount, and that such judgment is superior to the first mortgage lien of this plaintiff.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff have and recover judgment against defendants, Jackie Burl Tyson and Lela Luann Tyson, in rem, for the sum of \$17,013.91 as unpaid principal, with interest thereon at the rate of 7 percent per annum from February 1, 1973, until paid, plus any additional sums advanced or expended during this foreclosure action by plaintiff for taxes, insurance, abstracting or sums for the preservation of subject property, plus the cost of this action accrued and accruing.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the County of Tulsa, State of Oklahoma, have and recover judgment against the defendants, Jackie Burl Tyson and Lela Luann Typson, in rem, for the sum of \$330.40 as of the date of this judgment, plus interest thereafter according to law, and that such judgment is superior to the first mortgage lien of the plaintiff herein.

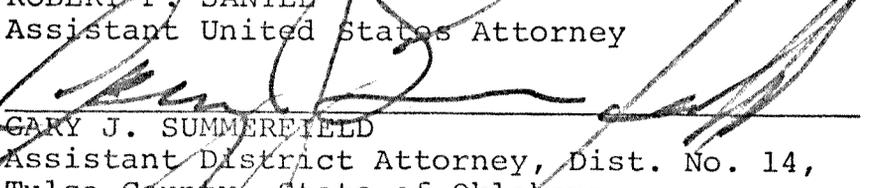
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon the failure of said defendants to satisfy plaintiff's money judgment herein, an Order of Sale shall be issued to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell with appraisement the real property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

APPROVED.

  
United States District Judge

  
ROBERT P. SANTEE  
Assistant United States Attorney

  
GARY J. SUMMERFIELD  
Assistant District Attorney, Dist. No. 14,  
Tulsa County, State of Oklahoma

Warrant  
FILED

IN THE UNITED STATES DISTRICT COURT FOR THE JUL 10 1974  
NORTHERN DISTRICT OF OKLAHOMA

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

UNITED STATES OF AMERICA, )  
 )  
Plaintiff, ) CIVIL ACTION NO. 74-C-8  
 )  
vs. )  
 )  
LINDA ANN BLOOMFIELD, et al., )  
 )  
Defendants.)

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 9th day of July, 1974, the plaintiff appearing by Robert P. Santee, Assistant United States Attorney for the Northern District of Oklahoma; defendants, County Treasurer, Tulsa County, Oklahoma, and Board of County Commissioners, Tulsa County, Oklahoma, appearing by and through their attorney, Gary J. Summerfield, Assistant District Attorney of District No. 14, Tulsa County, Oklahoma; and the defendants, Linda Ann Bloomfield and Finance System of Tulsa, 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 County Treasurer, Tulsa County, Oklahoma, and the Board of County Commissioners, Tulsa County, Oklahoma, on January 10, 1974, as appears from the Marshal's Returns of Service herein; that after diligent investigation, the United States Marshal for the Northern District of Oklahoma was unable to locate defendants, Linda Ann Bloomfield and Finance System of Tulsa, and that due and legal process of service was made on these defendants by publication as appears from the Proof of Publication filed herein on June 14, 1974, and

It appearing that the said defendants, Linda Ann Bloomfield and Finance System of Tulsa, 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 Thirty-Four (34), Block Six (6), BRIARGLEN EAST, an Addition in Tulsa County, State of Oklahoma, according to the recorded plat thereof.

THAT the defendant, Linda Ann Bloomfield, did, on the 15th day of July, 1970, execute and deliver to Mercury Mortgage Company, Inc., her certain Promissory Note and Mortgage in the sum of \$18,000.00 with 8 1/2 percent interest per annum, and further providing for the payment of monthly installments of principal and interest in monthly installments of \$138.42 each commencing on the 1st day of September, 1970.

The Court further finds that the defendant, Linda Ann Bloomfield, made default under the terms of the aforesaid mortgage note by reason of her 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 defendant is now indebted to the plaintiff in the sum of \$17,741.02 as unpaid principal, with interest thereon at the rate of 8 1/2 percent interest per annum from March 1, 1973, plus any additional sums advanced or expended during this foreclosure action by Plaintiff for taxes, insurance, abstracting or sums for the preservation of subject property, plus the cost of this action accrued and accruing.

The Court further finds that by Assignment of Mortgage of Real Estate dated July 17, 1970, Mercury Mortgage Company, Inc., assigned said note and mortgage to Federal National Mortgage Association, which Federal National Mortgage Association on December 29, 1972 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 there is due and owing to the County of Tulsa, State of Oklahoma, from defendant, Linda Ann Bloomfield, the sum of \$445.22 ad valorem taxes for the years 1971, 1972, and 1973, and that Tulsa County should have judgment, in rem,

for said amount and that such judgment is superior to the first mortgage lien of this plaintiff.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff have and recover judgment against defendant, Linda Ann Bloomfield, in rem, for the sum of \$17,741.02, with interest thereon at the rate of 8 1/2 percent per annum from March 1, 1973, 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 the County of Tulsa, State of Oklahoma, have and recover judgment against the defendant, Linda Ann Bloomfield, in rem, for the sum of \$445.22 as of the date of this judgment, plus interest thereafter according to law, and that such judgment is superior to the first mortgage lien of the plaintiff herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED THAT the plaintiff have and recover judgment, in rem, against the defendant, Finance System of Tulsa.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon the failure of the defendant, Linda Ann Bloomfield, 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. Barrow*  
United States District Judge

APPROVED.

*Robert P. Santee*  
ROBERT P. SANTEE  
Assistant United States Attorney

*Gary J. Summerfield*  
GARY J. SUMMERFIELD  
Assistant District Attorney  
District No. 14, Tulsa County, Okla.

percent interest per annum, and further providing for the payment of monthly installments of principal and interest.

The Court further finds that the defendants, Robert Tucson Delk and Margie Kay Delk, made default under the terms of the aforesaid Promissory 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 \$14,289.83 as of August 10, 1973, plus interest of \$616.89 and daily interest accrual of \$2.8384 from August 10, 1973, until paid, plus any additional sums advanced or expended during this foreclosure action by the plaintiff for taxes, insurance, abstracting, or sums for the preservation of the subject property, 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 Tucson Delk and Margie Kay Delk, in rem, for the sum of \$14,289.83 as of August 10, 1973, plus interest of \$616.89 and daily interest accrual of \$2.8384 from August 10, 1973, until paid, plus any additional sums advanced or expended during this foreclosure action by plaintiff for taxes, insurance, abstracting, or sums for the preservation of the subject property, plus the 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 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

FILED

JUL 8 1974

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

SOLA BASIC INDUSTRIES, INC.

VS.

NEILL-PRICE INTERNATIONAL, INC.

§  
§  
§  
§  
§  
§  
§

CIVIL ACTION NO. 74-C-154

O R D E R

Be it remembered that on this date came on to be ~~heard~~<sup>considered</sup> before the Court the Joint Motion of all parties hereto requesting that the above cause of action be dismissed with prejudice to later refileing same because of the fact that the parties thereto have reached a full and final compromising settlement agreement, and,

It appearing to the Court that such compromise and settlement agreement has disposed of the claims and controversies between the parties and such suit should be dismissed

It is therefore ORDERED, ADJUDGED, AND DECREED that the claims heretofore made by Plaintiff in its complaint/<sup>and cause of action</sup> filed herein are dismissed with prejudice to later refileing same and that all costs of this suit are to be borne by the party earlier incurring same.

Clemon E. Barrow

Judge, United States District Court  
For the Northern District of Oklahoma

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

OKLAHOMA GAS AND ELECTRIC COMPANY,  
an Oklahoma corporation

Plaintiff,

vs.

The United States of America, Trustee and Owner  
of the Legal title to certain land for the use  
and benefit of certain Restricted Indians,

THE HEIRS, EXECUTORS, ADMINISTRATORS, DEVISEES,  
TRUSTEES AND ASSIGNS OF JOHN MYYOUCUS, OTOE  
ALLOTTEE NO. 205, DECEASED,

MARTIN DIEHM, Tenant,

Defendants

CIVIL  
NO. 74-C-261

**E I L E D**

JUL 5 1974

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

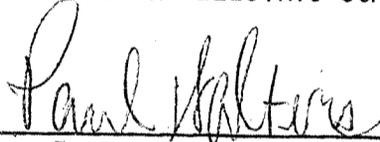
D I S M I S S A L

Comes now the Plaintiff, Oklahoma Gas and Electric Company, and  
dismisses its cause of action against the Defendant John Abbott Brown for  
his 6/120ths interest in and to subject property and against the Defendant  
Irvin Sugar Brown for his 3/120ths interest, as the interest of said  
Defendants were acquired by contract.

Dated the 3rd day of July, 1974.

OKLAHOMA GAS AND ELECTRIC COMPANY

BY



Paul Walters  
321 North Harvey  
Oklahoma City, Oklahoma

ATTORNEY FOR PLAINTIFF, OKLAHOMA GAS  
AND ELECTRIC COMPANY

CERTIFICATE OF MAILING

I certify that on the 3rd day of July, 1974, I mailed true and correct  
copies of the above Dismissal to Mr. Nathan Graham, U.S. District Attorney  
for the Northern District of Oklahoma, Tulsa, Oklahoma.



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

OKLAHOMA GAS AND ELECTRIC COMPANY,  
an Oklahoma corporation,

Plaintiff,

v.

The United States of America, Trustee and  
Owner of the legal title to certain land  
for the use and benefit of certain Restricted  
Indian,

ISABELLE BROWN WHITEHORN, OTOE INDIAN, and

MARTIN DIEHM, Tenant,

Defendants.

CIVIL NO.  
74-C-262

**E I L E D**

JUL 5 1974

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

*Notice of* D I S M I S S A L

Comes now the Plaintiff, Oklahoma Gas and Electric Company, an  
Oklahoma corporation, and hereby dismisses the above entitled cause,  
without prejudice.

DATED this 3rd day of July, 1974.

OKLAHOMA GAS AND ELECTRIC COMPANY,  
an Oklahoma corporation

BY 15/ Paul Walters  
Paul Walters  
321 North Harvey  
Oklahoma City, Oklahoma

ATTORNEY FOR PLAINTIFF,  
OKLAHOMA GAS AND ELECTRIC COMPANY

CERTIFICATE OF MAILING

I certify that on the 3rd day of July, 1974, I mailed true and correct  
copies of the above Dismissal to Mr. Nathan Graham, U.S. District Attorney  
for the Northern District of Oklahoma, Federal Building, Tulsa, Oklahoma.

15/ Paul Walters

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

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 BOBBY LEON SUNDAY, et al., )  
 )  
 Defendants.)

CIVIL ACTION NO. 74-C-4

**FILED**

JUL 3 - 1974 *jm*

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

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 1st day  
of July, 1974, the plaintiff appearing by Robert  
P. Santee, Assistant United States Attorney, and the defendants,  
Bobby Leon Sunday and Mary E. Sunday, 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, Bobby Leon Sunday and Mary E. Sunday,  
cannot be ascertained; that these defendants cannot be located  
within the Northern Judicial District of Oklahoma or the State  
of Oklahoma, and that due and legal process of service was made  
on these defendants by publication as appears from the Proof of  
Publication filed herein on June 26, 1974, 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 Promissory note and foreclosure on a Security Agreement securing  
said Promissory note and that the following described chattels are  
located in Tulsa County, Oklahoma, within the Northern Judicial  
District of Oklahoma:

All machinery and equipment, furniture and fixtures  
now owned and hereafter acquired for use in Debtor's  
business (Sunday's Furniture Shop) as conducted or  
hereafter to be conducted, including, without limiting  
the generality of the foregoing, those items described  
herein and those items to be acquired with loan proceeds  
and described on Supplemental Security Agreement; all  
accounts receivable now due or hereafter to accrue in  
favor of Debtor, and contract rights, and including

One 1968 Chevrolet Fleetside Pickup, 1/2-Ton,  
SN CE148J120653; one Compressor, 1/2-HP, Small,  
and all hand tools.

THAT the defendants, Bobby Leon Sunday and Mary E. Sunday, did, on the 5th day of November 1971, execute and deliver to the Small Business Administration, their Promissory Note, Security Agreement and Supplemental Security Agreement in the sum of \$6,800.00 with 6 1/4 percent interest per annum, and further providing for the payment of monthly installments of principal and interest.

The Court further finds that the defendants, Bobby Leon Sunday and Mary E. Sunday, made default under the terms of the aforesaid Promissory Note, Security Agreement and Supplemental Security Agreement 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 \$6,800.00 as unpaid principal, plus interest accrued thereon in the sum of \$286.30 through May 30, 1973, and interest accruing thereafter at the rate of \$1.1805 per day, 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, Bobby Leon Sunday and Mary E. Sunday, in rem, for the sum of \$6,800 as unpaid principal, plus interest accrued thereon in the sum of \$286.30 through May 30, 1973, and interest accruing thereafter at the rate of \$1.1805 per day until paid, plus the 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 appraisal the chattels referred to above and listed on the Promissory Note, Security Agreement and Supplemental Security Agreement, 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, both 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 chattels 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. )  
)  
EARNEST SHADE, et al., )  
)  
Defendants.)

CIVIL ACTION NO. 74-C-9

**FILED**

JUL 3 - 1974 *rum*

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

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 1st day  
of July, 1974, the plaintiff appearing by Robert P. Santee,  
Assistant United States Attorney for the Northern District of  
Oklahoma; defendants, Tulsa County Treasurer and the Board of  
County Commissioners, Tulsa County, Oklahoma, appearing by their  
attorney, Gary J. Summerfield, Assistant District Attorney, Tulsa  
County, Oklahoma, and the defendants, Earnest Shade and Alma L.  
Shade, appearing not.

The Court being fully advised and having examined the  
file herein finds that due and legal process of service was made  
on defendants, Tulsa County Treasurer and the Board of County  
Commissioners, on January 10, 1974, as appears from the Marshal's  
Returns of Service herein; that after diligent effort, the where-  
abouts and residence of defendants, Earnest Shade and Alma L. Shade,  
cannot be ascertained; that said defendants are not residents of  
the Northern Judicial District of Oklahoma nor the State of Oklahoma;  
that these defendants were served by publication as appears from  
the Proof of Publication filed herein on June 14, 1974, and

It appearing that defendants, Earnest Shade and Alma L.  
Shade, 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-eight (28), Block Eight (8), NORTHGATE  
THIRD ADDITION to the City of Tulsa, Tulsa County  
Oklahoma, according to the recorded plat thereof.

THAT the defendants, Earnest Shade and Alma L. Shade, did, on the 5th day of June, 1972, execute and deliver to Diversified Mortgage & Investment Company their mortgage and Promissory note in the sum of \$15,000.00 with 7 percent interest per annum, and further providing for the payment of monthly installments of principal and interest.

THAT by Assignment of Mortgage of Real Estate dated June 28, 1972, Diversified Mortgage & Investment Company assigned said Note and Mortgage to Government National Mortgage Association, and by Assignment dated October 27, 1972, Government National Mortgage 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 there is due and owing to the County of Tulsa, State of Oklahoma, from defendants, Earnest Shade and Alma L. Shade, the sum of \$314.17 for 1972 and 1973 real estate taxes and that the County Treasurer, Tulsa County, Oklahoma, should have judgment for said amount and that such judgment is superior to the first mortgage lien of this plaintiff.

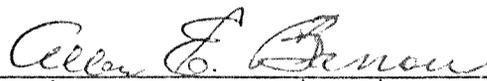
The Court further finds that the defendants, Earnest Shade and Alma L. Shade, made default under the terms of the aforesaid Promissory note by reason of their failure to make monthly installments due thereon for more than 12 months last past, which default has continued and that by reason thereof the above-named defendants are now indebted to the plaintiff in the sum of \$14,987.60 as unpaid principal, with interest thereon at the rate of 7 percent interest per annum from February 1, 1973, until paid, plus any additional sums advanced or expended during this foreclosure action by Plaintiff for taxes, insurance, abstracting or sums for the preservation of subject property, 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, Earnest Shade and Alma L. Shade, in rem, for the sum of \$14,987.60 with interest thereon at the rate of 7 percent per annum from February 1, 1973, 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 the Defendant, County Treasurer, Tulsa County, Oklahoma have and recover judgment, in rem, against the defendants, Earnest Shade and Alma L. Shade, for the sum of \$314.17 for 1972 and 1973 real estate taxes, and that such judgment be superior to the first mortgage lien of this plaintiff.

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



liability. In the Complaint plaintiffs allege that the acts of commission and omission, breach of warranty and negligence of the defendants combined, conjoined and commingled to proximately cause and contribute to the personal injuries of David E. Fisher.

The defendant, Trailmobile Division of Pullman, Inc. removed, relying upon Title 28 U.S.C.A. Section 1441(c), which provides:

"(c) Whenever a separate and independent claim or cause of action, which would be removable if sued upon alone, is joined with one or more otherwise non-removable claims or causes of action, the entire case may be removed and the district court may determine all issues therein, or, in its discretion, may remand all matters not otherwise within its original jurisdiction."

Defendant, Trailmobile Division of Pullman, Inc., maintains that the cause of action alleged against it is a separate and independent claim, and thus the removal under 1441(c) was proper.

An action is removable under Section 1441(c) only when the complaint in the state court sets up two or more claims, where one of such claims is separate and independent from the others and where an action brought on it alone would have been removable. *Willoughby v. Sinclair Oil & Gas Co.* (10th CCA) 188 F.2d 902.

The critical words "separate" and "independent" are used in the conjunctive and should be given their full significance in order to carry out the intent and purpose of Congress to limit removals and to simplify the determination of removability. *American Fire & Casualty Company v. Finn*, 341 U.S. 6.

The word "separate" means distinct; apart from; not united or associated. The word "independent" means not resting on something else for support; self-sustaining; not contingent or conditioned. Snow v. Powell (10th CCA, 1951) 189 F.2d 172.

In the instant litigation there is a single injury which David E. Fisher seeks relief.

In the Snow case, supra, Judge Murrah stated, in his concurring opinion:

"The basis of my conclusion is that a pleading which alleges but one wrong or injury, for which single relief is sought, cannot constitute a separate and independent claim, no matter how many defendants are said to be liable therefor, or how diverse the basis of their liability. \*\*\* A separable controversy could and often was pleaded in one claim or cause of action under the removable statute before revision. And, separate and independent claims may be permissibly pleaded under Section 1441(c). But, what is permissibly pleaded as to one claim cannot conceivably be made into separate and independent claims under Section 1441(c). Here, the plaintiff pleaded but one injury and sought but one judgment. He stated but one claim, which cannot be separate and independent within the meaning of Section 1441(c)."

Additionally, "removability then, is normally determined on the basis of plaintiff's complaint, at the time the removal petition is filed, which specific allegations controlling over general, \*\*\*." Moore's Federal Practice, Volume 1A, page 704

Gray v. New Mexico Military Institute (10th CCA, 1957) 249 F.2d 28 involved a case where plaintiff alleged the defendant school had negligently injured him; and that the defendant insurance company had issued its liability insurance

policy insuring the school and its employees for negligence; that it wrongfully denied negligence; and that it wrongfully threatened to plead immunity of the school from suit. Damages were sought against both defendants. In denying that separate claims were involved, which would warrant removal by the insurance company, Judge Breitenstein stated:

"Applying this rule, we look to the plaintiff's complaint which controls. He seeks relief for a single wrong, the alleged negligence of the Institute and its employees. A single recovery is sought. A pleading which alleges but one wrong, for which single relief is sought, cannot constitute a separate and independent claim, no matter how many defendants are said to be liable therefor, or how diverse their basis of liability."

IT IS, THEREFORE, ORDERED that Plaintiffs' Motion to Remand be and the same is hereby sustained.

IT IS FURTHER ORDERED that this cause of action and complaint be and the same is hereby remanded to the District Court of Creek County, Sapulpa Division.

ENTERED this 3rd day of July, 1974.



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CHIEF UNITED STATES DISTRICT JUDGE

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

CHARLES ALLEN ROBINSON,  
Petitioner,  
-vs-  
UNITED STATES OF AMERICA,  
Respondent.

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72-CR-172  
and  
Case No. 74-C-236

**E I L E D**

JUL 2 - 1974

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

O R D E R

Petitioner is imprisoned in the United States Penitentiary, Leavenworth, Kansas, after entering a plea of guilty to two counts of an Indictment filed in this Court October 26, 1972. In said Indictment, Petitioner was charged along with 9 other persons with conspiracy under 18 U.S.C. §371 to violate 18 U.S.C. §2314 by causing forged and falsely made securities to be transported in interstate commerce. Petitioner was also charged with one count of violating 18 U.S.C. §2314.

Petitioner has filed his Application for a Writ of Habeas Corpus urging that the two Counts of the Indictment to which he entered his pleas of guilty were fatally defective for failure to state in each of such counts an essential element of the offenses charged. Petitioner asks the Court to vacate his sentences, set aside the judgments of conviction and order the Indictment dismissed as to him finally and absolutely, without leave to reinstate now or in the future.

The Respondent has filed its Response to Petitioner's Application stating it has no objection to the Court granting the Petitioner's Writ of Habeas Corpus. This position is taken because in an appeal taken by other Defendants indicted with Petitioner who were convicted under the Indictment, the

United States Court of Appeals for the Tenth Circuit found the Indictment was "fatally faulty" even though the Complaint was raised for the first time at the appellate level. United States versus: Ray Del Wilson, No. 73-1126; Ronald James Gilbert, No. 73-1127; Marque Trusler, No. 73-1128; Joseph Francis Marion O'Neal, No. 73-1129; Janice Sue Langston, No. 73-1130 citing Nelson v. United States, 406 F. 2d 1136 (Tenth Cir. 1969).

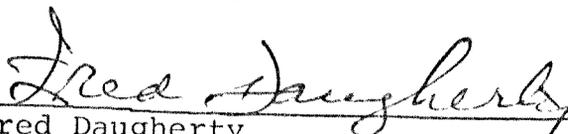
A judgment and sentence based on a plea of guilty may be collaterally attacked under 28 U.S.C. §2255 if the Indictment shows on its face that no federal offense has been committed. Marteney v. United States, 216 F. 2d 760 (Tenth Cir. 1954). In light of the adjudication of the Court of Appeals for this Circuit that the Indictment herein is "fatally faulty," Petitioner's Motion for Writ of Habeas Corpus is granted as set out hereafter.

Petitioner's request that the Indictment be dismissed without leave to reinstate same is denied. 18 U.S.C. §§3288 and 3289 provide for the return of new indictments after an indictment is dismissed due to defects in same.

The Judgment and Sentence of this Court entered January 30, 1973 as to Petitioner Charles Allen Robinson is vacated. The Indictment herein filed October 26, 1972 is dismissed as to Petitioner Charles Allen Robinson.

The Clerk of this Court is directed to serve a certified copy of this Order vacating the Judgment and Sentence of this Court on the Attorney General of the United States or his representative and Petitioner is Ordered released from the custody of the Attorney General.

It is so ordered this 2<sup>nd</sup> day of July, 1974.

  
Fred Daugherty  
United States District Judge

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

FILED

JUL 2 - 1974 *hmv*

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

Betty Sparks, Administratrix )  
of the Estate of Johnny Lee )  
Sparks, deceased, )  
 )  
Plaintiff, )  
 )  
-vs- )  
 )  
St. Louis-San Francisco Railway )  
Company, a foreign corporation )  
and Marion M. McPherson, )  
 )  
Defendants. )

No. 74-C-5

ORDER DISMISSING ACTION AGAINST DEFENDANT,  
MARION F. McPHERSON

On April 1, 1974, the Court heard arguments on the motion of defendant, Marion M. McPherson, to dismiss this action against him, and after due consideration the Court found that said motion should be sustained.

IT IS, THEREFORE, ORDERED that plaintiff's cause of action against defendant, Marion F. McPherson, should be and is hereby dismissed.

7-1-1974

*Kurtis Bohannon*  
UNITED STATES DISTRICT JUDGE

FILED

JUL 2 - 1974

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

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

BENJAMIN H. FRANK,

Plaintiff,

vs.

STATE OF OKLAHOMA AND  
DEPARTMENT OF PUBLIC SAFETY,

Defendants.

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)  
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74-C-218 ✓

ORDER TRANSFERRING

The Court has for consideration the Motion to Dismiss or Transfer for Improper Venue, the brief in support thereof, and, being fully advised in the premises, finds:

Title 28 U.S.C.A. Section 1406(a) Provides:

"The district court of a district in which is filed a case laying venue in the wrong division or district shall dismiss, or if it be in the interest of justice, transfer such case to any district or division in which it could have been brought."

The Court finds that the proper venue for the instant litigation is in the Western District of Oklahoma.

IT IS, THEREFORE, ORDERED that this cause of action and complaint be and the same are hereby transferred to the United States District Court for the Western District of Oklahoma in Oklahoma City, Oklahoma.

ENTERED this 2<sup>ND</sup> day of July, 1974.

*Allen E. Barrow*

CHIEF UNITED STATES DISTRICT JUDGE



Plaintiffs allege that as purchasers of the revenue bonds issued pursuant to the aforesaid trust indenture they are third-party beneficiaries of the Indenture and Lease Agreement.

Title 60 O.S.A. Section 175.23 deals with Jurisdiction of district court regarding trusts--venue--parties--applicable statutes. It provides as follows:

"A. The district court shall have original jurisdiction to construe the provisions of any trust instrument; to determine the law applicable thereto; the powers, duties, and liability of trustee; the existence or nonexistence of facts affecting the administration of the trust estate; to require accounting by trustees; to surcharge trustee; and in its discretion to supervise the administration of trusts; and all actions hereunder are declared to be proceedings in rem.

"B. The venue of such actions shall be in the county where the trustees or any cotrustee resides. Upon obtaining jurisdiction the same shall not be divested by the removal of the trustee from the county where such action is commenced.

"C. Actions hereunder may be brought by a trustee, beneficiary, or any person affected by the administration of the trust estate. If the action is predicated upon any act or obligation of any beneficiary, such beneficiary shall be a necessary party to the proceedings. The only necessary parties to such actions shall be those persons designated by name in the instrument creating the trust, and any persons who may be actually receiving distributions from the trust estate at the time the action is filed; contingent beneficiaries designated as a class shall not be necessary parties.

"D. The provisions of the statutes governing civil procedure, commencement of action, process, process by publication, appointment of guardians ad litem, supersedeas and appeal, shall govern all actions and proceedings brought under provisions of this Act.

"E. A court of competent jurisdiction may, for cause shown and upon notice to the beneficiaries, relieve a trustee from any or all of the duties and restrictions which would otherwise be placed upon him by this Act, or wholly or partly excuse a trustee who has acted honestly and reasonably from liability for violations of the provisions of this Act."

When the action is in rem, a court either has possession of the property in dispute or must effectively control it to grant the relief sought. Because only one court may exercise such possession or control the court which first obtains jurisdiction over the property exercises it to the exclusion of any other Court. *Miller v. Miller* (10th CCA, 1970) 423 F.2d 145.

The real test of determining whether the Federal court may exercise its jurisdiction concurrently with the state court, or whether it must yield it in favor the state court first entertaining the suit, is whether the subsequent suit in the Federal court is a proceeding in rem the inevitable effect of which would be to interfere with the possession of the res of the state court acquired in rem or quasi in rem proceedings, or whether it is merely in personam for the establishment of in personam rights, the effect of which is not to interfere with the custody of the property by the state court for purposes of administration or liquidation, but to adjudicate personal rights which may be given effect by the state court in the process of administration or liquidation. In this connection it should be noted that Title 60 O.S.A. Section 175.23 characterizes trust instrument as proceedings in rem.

In *Ewald v. Citizens Fidelity Bank and Trust Co.* (6th CCA, 1957) 242 F.2d 319, the Court said:

"The district court dismissed appellants' complaint for the reason that it raised issues that involved the manner in which the trust property of appellants had been and was being administered by the trust company in its fiduciary capacities and that, under such circumstances, and in accordance with the authority of *Princess Lida of Thurn and Taxis v. Thompson*, 305 U.S. 456, the district court had no jurisdiction.

"In the *Princess Lida* case the trust was and

administration were pending in a state court. The plaintiffs, however, brought an action in the federal district court charging the trustee with mismanagement; seeking an accounting; requesting the removal of the trustee; and praying the court to compel him to restore funds lost to the trust through the alleged mismanagement. The Supreme Court decided, however, that under the circumstances, the federal court had no jurisdiction and in so holding observed that 'it is settled that where a judgment sought is strictly in personam, both the state court and the federal court, having concurrent jurisdiction, may proceed with the litigation at least until judgment is obtained in one of them which may be set up as res judicata in the other. On the other hand, if the two suits are in rem, or quasi in rem, so that the court, or its officer, has possession or must have control of the property which is the subject of the litigation in order to proceed with the cause and grant the relief sought the jurisdiction of the one court must yield to the other. We have said that the principle applicable to both federal and state courts that the court first assuming jurisdiction over property may maintain and exercise that jurisdiction to the exclusion of the other, is not restricted to cases where property has been actually seized under judicial process before a second suit is instituted, but applies as well where suits are brought to marshal assets, administer trusts, or liquidate estates, the court must control the property. The doctrine is necessary to the harmonious cooperation of federal and state tribunals. \*\*\*."

See also Wilkin v. Wilkin (USDC, W.D. Okla., 1966) 261 F.Supp. 977, construing 60 O.S.A. Section 175.23.

The Court, therefore, finds that since the State Court has in rem jurisdiction, pursuant to Title 60 O.S.A. Section 175.23, that the instant action should be dismissed.

IT IS, THEREFORE, ORDERED that the Defendant's Motion to Dismiss be and the same is hereby sustained.

IT IS FURTHER ORDERED that the complaint and causes  
of action be and the same are hereby dismissed.

ENTERED this 1st day of July, 1974.

Allen E. Barant

CHIEF UNITED STATES DISTRICT JUDGE

FILED

JUL 1 1974

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

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

ROBERT J. STANTON, Trustee of )  
Tulsa Crude Oil Purchasing Company and )  
its Consolidated Subsidiaries, )  
Plaintiff, )  
vs. :  
WELL TREATING SERVICES )  
Defendant. )

NO. 74 - C - 113

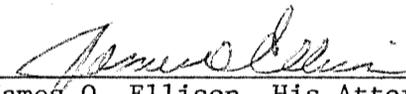
STATEMENT OF FACTS AND REQUEST FOR  
DISMISSAL WITH PREJUDICE

COMES NOW Robert J. Stanton, Trustee of Tulsa Crude Oil Purchasing Company and its Consolidated Subsidiaries, and requests that this Court enter an Order allowing plaintiff to dismiss with prejudice for the following reasons:

Defendant has paid in settlement the sum of \$629.06, which is in full satisfaction of the claim sued upon.

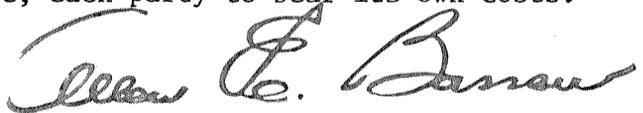
Plaintiff therefore requests that the Court dismiss this action with prejudice.

ROBERT J. STANTON, Trustee

By   
James O. Ellison, His Attorney

ORDER OF DISMISSAL

Before The Honorable Allen E. Barrow, Chief Judge of the United States District Court for the Northern District of Oklahoma, this matter was presented to the Court this 1st day of July, 1974, upon the Statement of Facts and Request for Dismissal With Prejudice, and the Court thereupon dismissed the above entitled <sup>Cause # + Complaint</sup> action with prejudice, each party to bear its own costs.



ALLEN E. BARROW, Chief Judge  
United States District Court  
Northern District of Oklahoma

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

FILED

JUL 1 1974

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

ROBERT J. STANTON, Trustee of )  
Tulsa Crude Oil Purchasing Company )  
and its Consolidated Subsidiaries, )  
Plaintiff, )  
vs. :  
SHENANDOAH OIL CORPORATION, )  
a Texas Corporation, )  
Defendant. )

NO. <sup>74</sup> 72-C-109

STATEMENT OF FACTS AND REQUEST FOR  
DISMISSAL WITH PREJUDICE

COMES NOW Robert J. Stanton, Trustee of Tulsa Crude Oil Purchasing Company and its Consolidated Subsidiaries, and requests that this Court enter an Order allowing plaintiff to dismiss with prejudice for the following reasons:

Defendant has represented to plaintiff that it has paid the claim sued upon and has furnished plaintiff a copy of a cancelled check as proof of its defense. Although the records of plaintiff do not reflect this payment specifically, it was apparently included in a total Final Report and Accounting of collection of accounts receivable made by the prior operating Receiver of Admiral Crude Oil Company. A copy of the check which reflects the payment described herein is attached hereto, marked Exhibit "A" and by reference made a part hereof.

Plaintiff is satisfied that defendant's representations are correct and for these reasons plaintiff asks this Court to approve its request to dismiss this action without prejudice.

ROBERT J. STANTON, Trustee

By *James O. Ellison*  
James O. Ellison, His Attorney

ORDER OF DISMISSAL

Before The Honorable Allen E. Barrow, Chief Judge of the United States District Court for the Northern District of Oklahoma, this matter was presented to the Court this 1 day of July, 1974, upon the Statement of Facts and Request for Dismissal With Prejudice, and the Court thereupon dismissed the above entitled <sup>Case by + Complaint</sup> action with prejudice, each party to bear its own costs.

*Allen E. Barrow*

ALLEN E. BARROW, Chief Judge  
United States District Court  
Northern District of Oklahoma

PRUDENTIAL MINERALS EXPLORATION  
CORPORATION - 390  
710 THE MAIN BLDG. 224-4588  
HOUSTON, TEXAS 77002

# First City National Bank

OF HOUSTON 916

HOUSTON, TEXAS, March 9, 1972

NUMBER 141

35-1  
1130

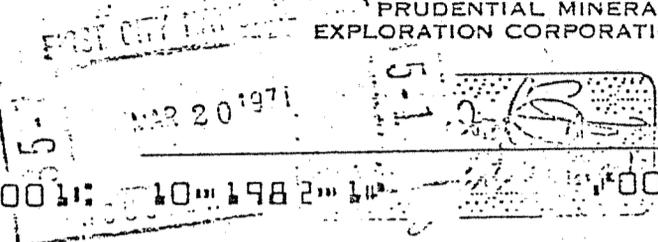
PAY TO THE ORDER OF Admiral Crude Oil Corp. \$5,081.90

EXACTLY FIVE THOUSAND DOLLARS

DOLLAR

PRUDENTIAL MINERALS  
EXPLORATION CORPORATION - 390

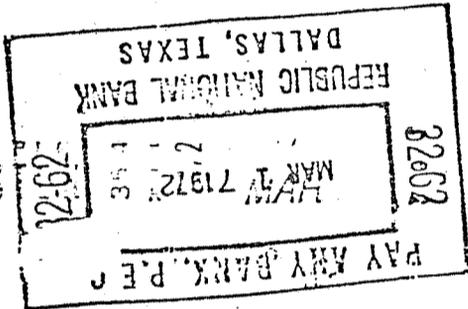
VO-01-1371  
Attached



① 1130 0001 10 1982 10 0000508190

503

354 PAY ANY BANK.  
FRB HOUS



354

FRB HOUS

*[Handwritten Signature]*

FOR DEPOSIT ONLY  
TO THE ACCOUNT OF  
JOHN L. ROACH, RECEIVER FOR  
ADMIRAL CRUDE OIL  
CORPORATION BK-3-2577

20  
MAR

EXHIBIT "A"

