



(a) Duplicate copies of work prints or plans showing proposed construction of new telephone plant facilities by plaintiff shall be submitted to the Board of County Commissioners or the designee of the Board a reasonable time prior to the date planned for commencement of the work.

(b) The plaintiff shall be promptly advised in writing by the defendant, Board of County Commissioners, of the approval of the proposed location of the telephone plant facilities to be constructed or of the disapproval thereof and the reasons for such disapproval.

(c) The plaintiff shall be required to provide for reasonable traffic control and reasonable warning markers at any location where plaintiff is engaged in construction, maintenance or repair work within a public street, alley or highway right-of-way.

(d) The plaintiff shall not be required to obtain any prior consent from the defendant, Board of County Commissioners, as a condition to entry upon, occupancy and use of the public right-of-way subject to said defendant's jurisdiction for purposes of routine telephone installation, repair or maintenance work or for emergency construction work replacing damaged facilities at the location where the damaged facilities are or have been constructed or installed; provided, that when plaintiff shall cause such work to be performed by independent contractors then prior consent shall be had under (a) and (b) above, <sup>except for emergencies,</sup> and when such work is performed by <sup>or by independent contractors in an emergency,</sup> the plaintiff, then plaintiff shall notify defendant by telephone of such work and shall complete and submit written notification as soon as possible thereafter on plaintiff's form, Exhibit "B" as attached hereto.

(e) The plaintiff shall notify the defendant, Board of County Commissioners, in writing of the completion of each construction job involving telephone plant and facilities for which location approval has been sought under (a) above and obtained by plaintiff under (b) above. The defendant, Board of County Commissioners, shall notify plaintiff in

writing, delivered to plaintiff within fifteen (15) days after defendant's receipt of said notice of job completion, of unsatisfactory conditions, if any, within the public right-of-way resulting from the said work. Plaintiff will promptly act to correct within a reasonable time after receipt of such written notice any condition or conditions which are the result of work performed by the plaintiff. If defendant does not advise plaintiff of any unsatisfactory conditions within the said 15-day period, any claim against plaintiff based upon any such observable condition or conditions shall be deemed to be waived by the defendant.

(f) When plaintiff shall cause work to be performed within the public right-of-way by independent contractors and the work is subject to location approval by defendant, as set out in (a) and (b) above, plaintiff shall retain not less than ten percent (10%) of the agreed contract price of such work until the written notice of completion has been given to defendant and the 15-day period for defendant to deliver written notice of unsatisfactory conditions has expired or, if such notice is given, until the reported conditions have been eliminated by the plaintiff's contractor or determined to not be the result of plaintiff's work at such a location. If plaintiff's contractor does not promptly eliminate any such unsatisfactory condition for which such contractor is responsible, plaintiff will do so and deduct the cost thereof from amounts otherwise due to the contractor.

(g) Plaintiff, notwithstanding any of the foregoing, recognizes its obligation to restore to its former condition any public right-of-way upon which plaintiff's telephone facilities have been constructed or upon which plaintiff has had work performed. In this connection, plaintiff agrees to promptly and normally within twenty-four hours respond to any request from defendant for elimination of unsatisfactory public right-of-way conditions proximately resulting from work performed for or by plaintiff on any such right-of-way.

(3) It is agreed that the plaintiff shall construct, install, maintain and operate its telephone plant facilities in accordance with the standards and requirements applicable thereto under Rules and Regulations issued by the Corporation Commission of the State of Oklahoma and in accordance with the applicable standards of the National Electrical Safety Code. All of said work shall be done in a good and workmanlike manner following reasonable construction standards consistent with generally established telephone engineering practices.

(4) Plaintiff will initiate and maintain contact with the defendant's representatives to facilitate the operation of this agreement and to keep the defendant, Board of County Commissioners, advised of the operations of plaintiff in those areas within and subject to the jurisdiction of said defendant, Board of County Commissioners.

SOUTHWESTERN BELL TELEPHONE COMPANY

JAMES O. ELLISON  
914 World Building  
Tulsa, Oklahoma 74103

W. KEITH RAPP  
Suite 520  
Center Office Building  
Tulsa, Oklahoma 74127

ROBERT D. ALLEN  
WILLIAM J. FREE  
NANCY BATCHELOR  
O. CAREY EPPS  
THOMAS J. ENIS  
707 North Robinson, Room 921  
Oklahoma City, Oklahoma 73102

BY: 

ATTORNEYS FOR PLAINTIFF

JOINDER IN MOTION

Come now the defendants, Board of County Commissioners of the County of Tulsa, Oklahoma, and Floyd H. Oakley, Tulsa County Engineer, and accept the terms and conditions contained in the above and foregoing Motion to Dismiss Without Prejudice.

BOARD OF COUNTY COMMISSIONERS OF  
TULSA COUNTY, OKLAHOMA

and

COUNTY ENGINEER, TULSA COUNTY,  
OKLAHOMA

BY:



ANDREW B. ALLEN  
ASSISTANT DISTRICT ATTORNEY

O R D E R

The above and foregoing proceedings are dismissed <sup>as to Cause No. 12345 + Complaint</sup> without prejudice to the bringing of a future action, such dismissal being subject to the terms and conditions set forth in the motion.

  
DISTRICT JUDGE

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

MICHAEL WILLIAM HAUBERT, )

Plaintiff, )

vs. )

BLACKHAWK MFG. CO., a )  
foreign corporation, et al., )

Defendants. )

74-C-372

**FILED**

JAN 31 1975

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

ORDER SUSTAINING PLAINTIFF'S MOTION TO  
REMAND AND ORDER REMANDING COM-  
PLAINT AND CAUSE OF ACTION

The Court has for consideration the plaintiff's Motion to Remand, the brief in support thereof, and the affidavit of Thomas A. Wallace, and, being fully advised in the premises, finds:

This action was originally commenced in the District Court of Creek County, State of Oklahoma, Drumright Division on the 18th day of June, 1974, against Blackhawk Mfg. Co., a foreign corporation; Applied Power, Inc., a foreign corporation; and William McNeill, an individual doing business as Mac's Hydraulic Jack and Service. Thereafter and on July 30, 1974, plaintiff dismissed the action against William McNeill, an individual doing business as Mac's Hydraulic Jack and Service only, without prejudice. On September 18, 1974, defendants, Blackhawk Mfg. Co. and Applied Power, Inc. removed the case to this Court, alleging the requisite amount in controversy and diversity. The petition for removal states that the case is removed within 30 days from the date the cause first became removable. Attached to the Motion to Remand filed by the plaintiff is a copy of

of the dismissal showing that a copy was mailed to A. William Asmuth, Jr., registered agent for Blackhawk Mfg. Co. on the 29th day of July, 1974. Also attached is a copy of a return receipt, showing that the same was delivered on July 30, 1974.

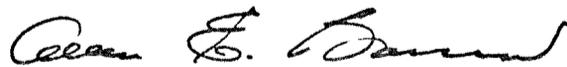
On October 22, 1974, the Court entered a minute order directing defendants to respond to the motion to remand within 10 days from that date. No response has come forth from the defendants, and no extensions of time have been requested or granted.

The Court finds, from a review of the pleadings furnished the Court that said case was improperly removed in that more than 30 days had elapsed from the time the case first became removable before the petition for removal was filed.

IT IS, THEREFORE, ORDERED that plaintiff's motion to remand be and the same is hereby sustained.

IT IS FURTHER ORDERED that this case be and the same is hereby remanded to the District Court of Creek County, Oklahoma, Drumright Division.

ENTERED this 31<sup>st</sup> day of January, 1975.



---

CHIEF UNITED STATES DISTRICT JUDGE



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

THE J. E. and L. E. MABEE )  
FOUNDATION, INC., )  
 )  
Plaintiff, )  
vs. )  
 )  
UNITED STATES OF AMERICA, )  
 )  
Defendant. )

No. 74-C-135

**FILED**

JAN 31 1975

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

J U D G M E N T

Based upon the Memorandum Opinion filed herein this day, the Court enters this Judgment in favor of the defendant and against the plaintiff.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the Internal Revenue Service assessment for 1971 was legal and proper, and the prayer for refund of the taxes and interest timely paid is denied, and plaintiff's action is dismissed.

Dated this 31<sup>st</sup> day of January, 1975.

Luther Bohannon  
UNITED STATES DISTRICT JUDGE

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

THE J. E. and L. E. MABEE )  
FOUNDATION, INC., )  
 )  
Plaintiff, )  
vs. )  
 )  
UNITED STATES OF AMERICA, )  
 )  
Defendant. )

No. 74-C-135 ✓

**FILED**

JAN 31 1975

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

---

Donald P. Moyers, Tulsa, Oklahoma, Attorney for plaintiff.

Eugene G. Sayre, Department of Justice, Dallas, Texas, and  
Nathan G. Graham, United States Attorney, Northern District  
of Oklahoma, Tulsa, Oklahoma, Attorneys for defendant.

---

MEMORANDUM OPINION

Before LUTHER BOHANON, United States District Judge

This case came on for trial before the Court sitting without a jury on December 19, 1974. After considering the stipulated facts, the testimony of the witness, the exhibits admitted into evidence, and the briefs of the parties, the Court finds and concludes as follows:

Plaintiff, Mabee Foundation, Inc. (hereinafter referred to as Foundation), was organized in 1948 as a nonprofit Delaware corporation, qualified to do business in Oklahoma, with its principal office in Tulsa, Oklahoma. Foundation maintains its books and records on a "cash" basis of accounting, and for tax purposes, has a fiscal year ending on August 31. Foundation has been declared an organization exempt from tax under the provisions of Section 501(c)(3) of the Internal Revenue Code of 1954 (26 USC).

Mabee Petroleum Corporation (hereinafter referred to as Petroleum) is a Delaware corporation qualified to do business in Oklahoma and Texas, with offices in Tulsa, Oklahoma, and Midland, Texas. All of the issued and outstanding common stock of Petroleum has been owned by Mabee Foundation since late 1948, and it has been operated since that time as a wholly owned subsidiary of Foundation.

Prior to 1947, J. E. Mabee and his wife were substantial contributors to various charitable organizations. These two individuals were also the only stockholders of Mabee Oil & Gas Company. In that year, Mr. Mabee became dissatisfied with the method in which his charitable contributions were being funded, and asked his advisors to develop a more systematic and organized plan. To achieve this goal, Foundation was created, as well as two new corporations, Petroleum and Mabee Royalties, Inc. (hereafter Royalties). Mr. Mabee chose the oil and gas properties he wished to use to fund his charitable activities, and caused Mabee Oil & Gas Company to contribute these properties to Petroleum. The remaining properties of Mabee Oil & Gas Company were transferred to Royalties, and the Mabee Oil

& Gas Company was liquidated. A detailed description of the facts surrounding the creation of Foundation, Petroleum, and Royalties is set forth in the decision of Mabee Petroleum Corp. v. United States, 203 F.2d 872 (C.A. 5, 1953) and need not be repeated here.

Since its creation, Petroleum has been engaged in the development, ownership and production of oil and gas, largely through the ownership of working interests in oil and gas leases. Beginning October 1, 1951, and ending December 31, 1958, Petroleum declared, at various times, dividends in kind to Foundation, its sole stockholder, in the form of overriding royalties on various oil and gas leases owned and operated by Petroleum in Texas. Generally, these dividends in kind left Petroleum owning approximately 20 to 30 percent of the oil and gas leasehold estate mineral interests with Foundation owning from 70 to 80 percent of the oil and gas leasehold estate mineral interests. Petroleum as the working interest owner bore all of the costs associated with the operation of these leases.

Prior to the death of Mr. Mabee in 1961, Foundation received the bulk of its income from the overriding royalties on the leases in which Petroleum held a small working interest. In turn, this substantial amount of income was disbursed by the Foundation for charitable purposes. However, upon the deaths of Mr. Mabee in 1961, and his widow in 1965, Foundation acquired the bulk of the assets of their estates, which included the stock in Royalties and other assets, such as stocks, bonds, notes and rental properties. Foundation caused the corporations so acquired to be liquidated in 1969 and 1970, and the assets of these corporations were transferred directly to Foundation. Some of Royalties' assets had included working interests in oil and gas properties. Upon receipt of these working interests, Foundation immediately transferred these working interests directly to Petroleum as an additional contribution of capital. Thus, after the liquidation of

these corporations, the asset structure of Foundation was substantially changed, since prior to that time the assets consisted mainly of the overriding royalty interests acquired from Petroleum.

Since the death of Mrs. Mabee in 1965, the board of directors of Petroleum and the trustees of Foundation have been the same five loyal individuals, i.e., Guy Mabee (nephew of J. E. Mabee), Joe Mabee (son of Guy Mabee), John Cox (nephew of L. E. Mabee), C. T. Forrest (long-time employee of the Mabees), and Donald P. Moyers (attorney for the Mabees).

For tax purposes, Petroleum operated at a loss for the fiscal year ending September 30, 1971. It also operated at a loss for tax purposes in each of its five preceding fiscal years.

During the fiscal year ending August 31, 1971, Foundation received gross income in the amount of \$2,867,119.90 from all its oil and gas royalties. Of this total, \$1,109,963.68 was received from the overriding royalties that had been acquired by Foundation as dividends in kind from Petroleum.

For the fiscal year ending August 31, 1971, Foundation filed its Return of Organization Exempt from Income Tax, Form 990, and reported that it owed no income tax for that fiscal year. This return was audited by the Internal Revenue Service, and it was determined that the overriding royalty income (\$1,109,963.68) received by Foundation from the overriding royalties acquired from Petroleum constituted unrelated business taxable income, as that term is defined in the provisions of Section 512(b)(15) of the Internal Revenue Code of 1954. After allowing for the deduction of certain expenses provided for in the applicable statute, the Internal Revenue Service determined that Foundation had realized \$730,913.31 in unrelated business taxable income for the fiscal year ending August 31, 1971, and, accordingly, assessed additional income tax in the amount of \$343,858.38, plus interest of \$36,105.13.

This total amount was paid by Foundation. Thereafter, the Foundation filed a timely claim for refund of this tax. This claim for refund was disallowed and this action was then timely instituted.

This Court has jurisdiction over the subject matter of this litigation pursuant to the provisions of 28 USC §1346(a)(1). Venue is proper pursuant to the provisions of 28 USC §1402(a)(2).

The Government contends that the \$1,109,963.68 received by Foundation from the overriding royalty interests acquired from Petroleum is subject to the unrelated business income tax imposed upon income received by a tax exempt organization from royalties derived from another organization over which the exempt organization has control, pursuant to the provisions of Section 512(b)(15) of the Internal Revenue Code. Foundation contends that the income received from the overriding royalties in question was "derived directly" from property interests owned by it, and, accordingly, was not "derived" from Petroleum. Thus, Foundation contends the income is exempt from taxation under the provisions of Section 512(b)(2) of the Code. For the reasons stated hereinafter, the Court finds that the income in question is subject to taxation as maintained by the Government.

It must be remembered that an overriding royalty interest as that expression is used in the oil industry represents a portion of the leasehold working interest chargeable by contract to produce and market the oil and gas. Thus the carved out overriding royalty from the leasehold estate is a part of the leasehold estate though it is eliminated from paying its share of the cost of operations and is not in truth and in fact a true royalty interest because of its potential responsibility for the operation of the leasehold estate should the non-overriding royalty interest be insufficient to pay the cost of production.

Congress first added the "unrelated business income" provisions of the Internal Revenue Code in 1950 to place tax exempt organizations on a par with their tax-paying competitors. Prior to that time, exempt organizations had purchased businesses and operated them without paying taxes. Since those organizations paid no tax, they attained an advantage over their tax-paying competitors by being able to expand their businesses more rapidly with their additional funds. The purpose of the enactment of the "unrelated business income" provisions of the Code was to eliminate this "unfair" competition on the part of the exempt organizations. However, Congress specifically excluded from the scope of these provisions income received from interest, royalties, and rents, since these types of income had traditionally been considered "passive" income.

However, certain tax exempt organizations abused this exemption by causing the profits of their controlled corporations to be passed on to them in the form of interest, rents, or royalties, thereby avoiding the tax on the subsidiaries' income, which policy is so keenly applied by Foundation in this case. See United States v. Robert A. Welch Foundation, 334 F.2d 774 (C.A. 5, 1964).

Being aware of these abuses, Congress sought to close this loophole in the Tax Reform Act of 1969 by enacting Section 512(b)(15) of the Code. The intent of Congress in enacting this statute is clearly stated in the Report of the House Ways & Means Committee:

"Inclusion of interest, rents, and royalties from controlled corporations (Sec. 121 of the bill and Sec. 512 of the code)

In certain cases exempt organizations do not engage in business directly but do so through nominally taxable subsidiary corporations. In many such instances the subsidiary corporations pay interest, rents or royalties to the exempt parent in sufficient amount to eliminate their entire income, which interest, rents, and royalties are not taxed to the parent even though they may be derived from an active business.

This problem is remedied under the bill by removing the exemption from the unrelated business tax for passive income if it is in the form of interest, rents, and royalties received from controlled corporations.

H. Rep. No. 91-413 (Part 1), 91st Cong., 1st Sess., p. 49  
(also 1969-3 Cum. Bull. 232). See also, S. Rep. No. 91-552,  
91st Cong., 1st Sess., p. 73 (also 1969-3 Cum. Bull. 471).

6. Thus, for periods beginning after December 31, 1969,  
the pertinent provisions of Section 512 of the Code (relating to  
"royalty" income) read as follows:

"SEC. 512. UNRELATED BUSINESS TAXABLE INCOME

(a) Definition. -- For purposes of this title--

(1) General rule.-- Except as otherwise provided in this subsection, the term 'unrelated business taxable income' means the gross income derived by any organization from any unrelated trade or business (as defined in section 513) regularly carried on by it, less the deductions allowed by this chapter which are directly connected with the carrying on of such trade or business, both computed with the modifications provided in subsection (b).

\* \* \*

(b) Modifications. -- The modifications referred to in subsection (a) are the following:

\* \* \*

(2) There shall be excluded all royalties (including overriding royalties) whether measured by production or by gross or taxable income from the property, and all deductions directly connected with such income.

\* \* \*

(15) Notwithstanding paragraphs (1), (2) or (3), amounts of interest, annuities, royalties, and rents derived from any organization (in this paragraph called the "controlled organization") of which the organization deriving such amounts (in this paragraph called the "controlling organization") has control (as defined in section 368(c)) shall be included as an item of gross income (whether or not the activity from which such amounts are derived represents a trade or business or is regularly carried on) in an amount which bears the same ratio as--

(A) (i) in the case of a controlled organization which is not exempt from taxation under section 501(a), the excess of the amount of taxable income of the controlled organization over the amount of such organization's taxable income which if derived directly by the controlling organization would not be unrelated business taxable income, or

(ii) in the case of a controlled organization which is exempt from taxation under section 501(a), the amount of unrelated business taxable income of the controlled organization, bears to

(B) the taxable income of the controlled organization (determined in the case of a controlled organization to which subparagraph (A) (ii) applies as if it were not an organization exempt from taxation under section 501(a)), but not less than the amount determined in clause (i) or (ii), as the case may be, of subparagraph (A),

both amounts computed without regard to amounts paid directly or indirectly to the controlling organization. There shall be allowed all deductions directly connected with amounts included in gross income under the preceding sentence."

It is obvious from the foregoing statement in the House Report that Congress intended to tax the type of income that is in question in this case. Foundation absolutely controlled the operation of Petroleum, it owned 100 percent of Petroleum's common stock, and since 1965, its board of directors have been the same individuals who were and are the trustees of Foundation. The overriding royalty interests owned by Foundation were exceedingly large in relation to the working interests retained by Petroleum, and, therefore, the bulk of the income from these leasehold mineral interests was funneled to Foundation. Petroleum was operated at a loss during the fiscal year in suit, and for the preceding five fiscal years, while the income attributable to the overriding royalty interests in question was passed on, tax free, to Foundation. Since the facts in this case present a situation identical to that described in the above-cited House Report, and since the intent of Congress is so clearly stated, the Court must conclude that the income derived by Foundation from the overriding royalty interests acquired from Petroleum constitutes "unrelated business taxable income" as that term is defined in Section 512 (b) (15) of the Code. Accordingly, the income derived from these overriding royalties is subject to the tax imposed by Section 511(a) (1) of the Code.

8. Foundation's contention that it derived the income in question "directly" from a property interest owned by it under Texas law is of no merit. This formalistic, semantic argument has been advanced in numerous previous cases dealing with federal

taxation, and the argument has been rejected by the Supreme Court in each instance. In Morgan v. Commissioner, 309 U.S. 78 (1940), the Court stated (pp. 80-81) that:

"State law creates legal interests and rights. The federal revenue acts designate what interests or rights, so created, shall be taxed. Our duty is to ascertain the meaning of the words used to specify the thing taxed. If it is found in a given case that an interest or right created by local law was the object intended to be taxed, federal law must prevail no matter what name is given to the interest or right by state law."

See also, Burnet v. Harmel, 287 U.S. 103, 110 (1932); Palmer v. Bender, 287 U.S. 551, 555 (1933); and Carr Staley, Inc. v. United States, 496 F.2d 1366 (C.A. 5, 1974).

Congress is granted a plenary power under Article I, Section 8 of the Constitution to lay and collect taxes. The only limitation on that power of taxation is where its exercise has been so arbitrary as to not constitute a tax, but, rather, a confiscation of property in violation of the Fifth Amendment. Brushaber v. Union Pacific RR Co., 240 U.S. 1, 24-25 (1915). Since it is clear that Congress intended to tax the "royalty" income in question, and such taxing does not constitute a confiscation of property in violation of the Fifth Amendment, then Foundation's contention based upon ownership of property interests under state law must fail, and the Court denies the prayer of the plaintiff for judgment in the amount of \$379,963.51.

An appropriate Judgment will accordingly be entered herein.

Dated this 31<sup>st</sup> day of January, 1975.

Walter B. Williams  
UNITED STATES DISTRICT JUDGE

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

EDWARD R. McINTOSH, )  
Plaintiff, )  
vs. )  
W. E. RILEY, d/b/a R & M )  
MOTOR COMPANY, )  
Defendant. )

No. 75-C-40

**FILED**

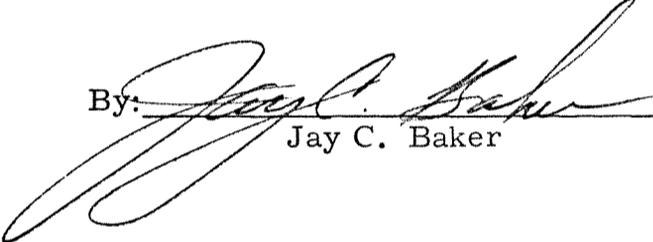
JAN 30 1975

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

NOTICE OF DISMISSAL

Edward R. McIntosh now dismisses the above styled action without prejudice to the institution of any further action, this dismissal being filed for the reason that a wrong individual has been named as an individual defendant.

BAKER, BAKER & MARTIN

By: 

Jay C. Baker

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

IDA JANE JOHNSON

Plaintiff

vs

G. R. LEWIS and EMPIRE GAS COMPANY

Defendants

NO. 74-C-193

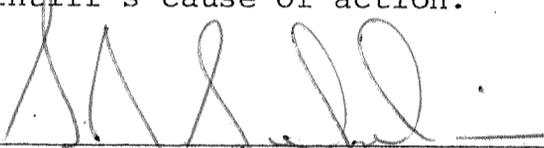
FILED

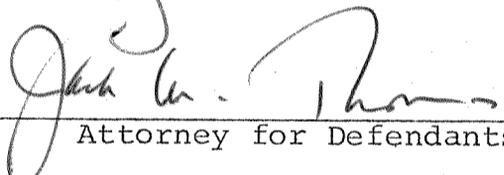
JAN 29 1975

STIPULATION FOR DISMISSAL

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

Comes now the plaintiff and defendants and shows to the court that all disputes existing between the parties arising from the automobile accident occurring on January 4, 1974, have been resolved, and prays that the court enter an order of dismissal with prejudice of the plaintiff's cause of action.

  
\_\_\_\_\_  
Attorney for Plaintiff

  
\_\_\_\_\_  
Attorney for Defendants

FILED

JAN 30 1975

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

ORDER

And now on this 30 day of Jan, 1975, there came on before the undersigned Judge of the United States District Court for the Northern District of Oklahoma, the parties' application for dismissal with prejudice. The court finding that all issues between the parties have been resolved and settled, it is therefore ordered that the above styled cause is hereby dismissed with prejudice to the rights of bringing a future action.

  
\_\_\_\_\_  
Judge

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

**FILED**

JAN 28 1975

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

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 MARY LOU COBB, STEWARTS, INC., )  
 and GERALD SMITH, )  
 )  
 Defendants. )

CIVIL ACTION NO. 74-C-392

JUDGMENT OF FORECLOSURE

THIS MATTER COMES ON for consideration this 27th  
day of January, 1975, the plaintiff, United States of  
America, appearing by and through its attorney, Robert P. Santee,  
Assistant United States Attorney for the Northern District of  
Oklahoma; the defendant, Stewarts, Inc., appearing by and through  
its attorney, Cull Bivens, and has filed a Disclaimer herein on  
behalf of Stewarts, Inc., and the defendants, Mary Lou Cobb and  
Gerald Smith, appearing not.

The Court being fully advised and having examined the  
file herein finds that service of Summons and Complaint was made  
on one Mary Lou Cobb at 1232 South Wheeling, Tulsa, Oklahoma, on  
October 3, 1974, but that Mary Lou Cobb is not the same Mary Lou  
Cobb who executed the Note and Mortgage being foreclosed herein and,  
therefore, such service upon the wrong Mary Lou Cobb should be  
disregarded.

The Court further finds that service of Summons and  
Complaint was made upon one, Gerald Smith, at 5531 East Admiral Place,  
Tulsa, Oklahoma, on October 3, 1974, but that said Gerald Smith is  
not one and the same person as defendant, Gerald Smith, referred to  
in the Complaint as having a right, title or interest in and to the  
premises being foreclosed herein by reason of a judgment in the amount  
of \$709.52 and, therefore, such service upon the wrong Gerald Smith  
should be disregarded.

The Court further finds that due and legal process of service was made of the Summons and Complaint and the Summons and Amendment to Complaint on Stewarts, Inc., on October 10, 1974, and October 29, 1974, respectively, as appears from the United States Marshal's Returns of Service herein; that after diligent effort, the whereabouts and residence of the defendants, Mary Lou Cobb and Gerald Smith, cannot be ascertained and that these defendants were served by publication, as appears from the Proof of Publication filed herein, and

It appearing that said defendants, Mary Lou Cobb and Gerald Smith, have failed to answer herein 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 Seven (7), Block Thirteen (13), ROLLING HILLS  
THIRD ADDITION, an Addition in Tulsa County, State  
of Oklahoma, according to the recorded plat thereof.

That the defendant, Mary Lou Cobb, did, on the 12th day of October, 1970, execute and deliver to the Lomas & Nettleton Company her mortgage and mortgage note in the sum of \$16,450.00, with 8 1/2 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 November 16, 1970, the Lomas & Nettleton Company assigned said note and mortgage to the Union Warren Savings Bank of Boston, Massachusetts; that by Assignment of Mortgage of Real Estate dated April 19, 1974, the Union Warren Savings Bank of Boston, Massachusetts 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 defendant, Mary Lou Cobb, 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 \$16,055.22 as unpaid principal, with interest thereon at the rate of 8 1/2 percent per annum from October 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 THEREFORE ORDERED, ADJUDGED, AND DECREED THAT plaintiff have and recover judgment against defendant, Mary Lou Cobb, in rem, for the sum of \$16,055.22 with interest thereon at the rate of 8 1/2 percent per annum from October 1, 1973, 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 plaintiff have and recover judgment against defendant, Gerald Smith, in rem.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED THAT upon the failure of defendant, Mary Lou Cobb, 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 described herein and apply the proceeds thereof in satisfaction of plaintiff's judgment. The residue, if any, shall 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 U. S. Attorney

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

FILED

JAN 28 1975

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

WHITNEY OIL & GAS  
CORP., an Oklahoma Corporation,

Plaintiff,

vs.

DYCO PETROLEUM CORPORATION,  
a Minnesota corporation,

Defendant.

No. 74-C-599

ORDER OF DISMISSAL

Upon stipulation of counsel, the complaint herein and this  
*cause of action and complaint* are dismissed this 28th day of January, 1975.

*Carl E. Barrett*

UNITED STATES DISTRICT JUDGE

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

JETTY-FAGG, INC., a  
Texas corporation,

Plaintiff,

vs.

UNITED STATES TESTING  
COMPANY, INC.,

Defendant.

No. 74-C-283

**E I L E D**

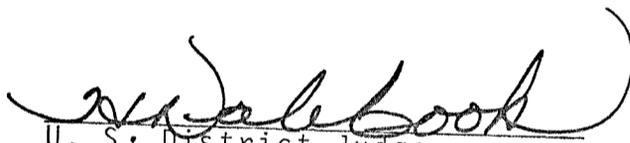
JAN 28 1975 *mm*

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

ORDER OF DISMISSAL

Now on this 28<sup>th</sup> day of January, 1975, there comes before the Court the Stipulation of Dismissal of Rule 41(a) submitted by the attorneys for the plaintiff and defendant.

WHEREFORE, it is the order of the Court that the above civil action is hereby dismissed.

  
U. S. 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-390  
 )  
 )  
EVAN LYNN SHAFFER, JESSICA )  
ANN SHAFFER, ANCHOR PAINT )  
COMPANY, CREDIT BUREAU OF )  
BARTLESVILLE, COUNTY TREASURER, )  
Washington County, and BOARD )  
OF COUNTY COMMISSIONERS, )  
Washington County, )  
 )  
 ) Defendants. )

**FILED**  
JAN 27 1975  
Jack C. Silver, Clerk  
U. S. DISTRICT COURT

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 27<sup>th</sup>  
day of January, 1975, the plaintiff appearing by Robert P.  
Santee, Assistant United States Attorney; the defendants,  
County Treasurer, Washington County, and Board of County  
Commissioners, Washington County, appearing by John G. Lanning,  
District Attorney; and the defendants, Evan Lynn Shaffer,  
Jessica Ann Shaffer, Anchor Paint Company, and Credit Bureau  
of Bartlesville, appearing not.

The Court being fully advised and having examined  
the file herein finds that Anchor Paint Company was served  
by publication, as appears from the Proof of Publication filed  
herein, and that Evan Lynn Shaffer, Jessica Ann Shaffer,  
Credit Bureau of Bartlesville, County Treasurer, Washington  
County, and Board of County Commissioners, Washington County,  
were served with Summons and Complaint on October 8, 1974,  
as appears from the U.S. Marshals Service herein.

It appearing that County Treasurer, Washington

County, and Board of County Commissioners, Washington County,  
have duly filed their Answer herein on October 16, 1974, and  
Evan Lynn Shaffer, Jessica Ann Shaffer, Anchor Paint Company,  
and Credit Bureau of Bartlesville have failed to answer herein  
and that default has been entered by the Clerk of this Court.

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

Part of the West Half of the Northwest Quarter of Section 21, in Township 28 North, of Range 13 East of the Indian Meridian, described as: Beginning at the Northwest corner of Lot 4 in Block 1 of Goff Third Addition to Copan, Oklahoma, thence West 220 feet; thence South 190 feet; thence East 220 feet to the Southwest corner of said Lot 4; thence North, along the West line of said Lot 4, 190 feet to the Point of Beginning, LESS the South 30 feet thereof for Public Roadway.

THAT the defendants, Evan Lynn Shaffer and Jessica Ann Shaffer, did, on the 22nd day of December, 1971, execute and deliver to the United States of America, acting through the Farmers Home Administration, their mortgage and mortgage note in the sum of \$16,900.00 with 7 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, Evan Lynn Shaffer and Jessica Ann Shaffer, made default under the terms of the aforesaid mortgage note by reason of their failure to make monthly installments due thereon for more than five 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 \$19,679.27 as unpaid principal, with interest thereon at the rate of 7 1/4 percent per annum from August 15, 1974, 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 Washington, State of Oklahoma, from Evan Lynn Shaffer and Jessica Ann Shaffer, the sum of \$248.53, plus interest according to law, for ad valorem taxes for the year 1974 and that Washington 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,

Evan Lynn Shaffer and Jessica Ann Shaffer, in personam, for the sum of \$19,679.27 with interest thereon at the rate of 7 1/4 percent per annum from August 15, 1974, 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 Washington have and recover judgment, in rem, against the defendants, Evan Lynn Shaffer and Jessica Ann Shaffer, for the sum of \$248.53 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 defendants, Anchor Paint Company, Credit Bureau of Bartlesville, and the County of Washington insofar as personal property taxes are concerned.

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 Washington County, supra. The residue, if any, shall be deposited with the Clerk of the Court to await further order of the Court.

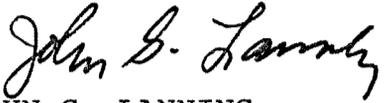
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that from and after the sale of said property, under and by virtue of this judgment and decree, all of the defendants and each of them and all persons claiming under them since the filing of the complaint herein be and they are forever barred and foreclosed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

W. H. Dale Cook  
United States District Judge

APPROVED



ROBERT P. SANTEE  
Assistant United States Attorney



JOHN G. LANNING  
District Attorney  
Attorney for the Defendants,  
County Treasurer and  
Board of County Commissioners,  
Washington County

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

UNITED STATES OF AMERICA, )  
 )  
 ) Plaintiff, )  
 )  
 vs. )  
 )  
 )  
 )  
 HERMAN JOHNSON, )  
 )  
 ) BLANCHE JOHNSON, AND )  
 )  
 ) FRETIFCA, INCORPORATED d/b/a )  
 )  
 ) FRED'S, )  
 )  
 ) Defendants. )

FILED

JAN 27 1975

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

Civil Action No. 74-C-189

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 24<sup>th</sup> day of January, 1975, the plaintiff appearing by Robert P. Santee, Assistant United States Attorney for the Northern District of Oklahoma, and the defendant, Fretifca, Incorporated d/b/a Fred's, appearing by its attorney, Everette T. Brown, Jr., and the defendants, Herman Johnson and Blanche Johnson, appearing not.

The Court being fully advised and having examined the file herein finds that the defendants Herman Johnson and Blanche Johnson were served by publication, as appears from the Proof of Publication filed herein on December 3, 1974; that the defendant Fretifca, Incorporated d/b/a Fred's was served with Summons and Complaint on April 25, 1974.

It appearing that the defendant Fretifca, Incorporated d/b/a Fred's has duly filed its Entry of Appearance and Disclaimer on April 30, 1974; that the defendants Herman Johnson and Blanche Johnson have failed to answer herein and that default has been entered by the Clerk of this Court.

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

Lot Two (2), Block Two (2), Joe  
Louis Addition to the City of Tulsa,  
Tulsa County, State of Oklahoma,  
according to the recorded Plat thereof,  
a/k/a 2246 North Rockford Avenue, Tulsa,  
Oklahoma

THAT the defendants Herman Johnson and Blanche Johnson, did, on the 13th day of April, 1973, execute and deliver to the Administrator of Veterans Affairs their mortgage and mortgage note in the sum of \$8,850.00, with 7 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, Herman Johnson and Blanche Johnson, 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 \$8,780.12 as unpaid principal, with interest thereon at the rate of 7 1/2 percent interest per annum from November 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, Herman Johnson and Blanche Johnson, in rem, for the sum of \$8,780.12, with interest thereon at the rate of 7 1/2 percent interest per annum from November 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 appraisal the real property and apply the proceeds thereof in satisfaction of plaintiff's judgment. The residue, if any, shall 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  
Northern District of Oklahoma

(TSI)

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

UNITED STATES OF AMERICA, )  
)  
Plaintiff, )  
vs. )  
)  
WILBUR W. SKOG and )  
DOROTHY V. SKOG, )  
)  
Defendants. )

CIVIL ACTION NO. 74-C-460

FILED

JAN 27 1975

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

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 24<sup>th</sup>  
day of January, 1975, the plaintiff appearing by Robert P.  
Santee, Assistant United States Attorney, and the defendants,  
Wilbur W. Skog and Dorothy V. Skog, appearing not.

The Court being fully advised and having examined  
the file herein finds that Wilbur W. Skog and Dorothy V. Skog  
were served with Summons and Complaint on November 21, 1974,  
as appears from the U.S. Marshals 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 Tulsa County, Oklahoma, within  
the Northern Judicial District of Oklahoma:

Lot Twenty-four (24), in Block Five (5), NEW  
HAVEN ADDITION, Tulsa County, Oklahoma, accord-  
ing to the recorded plat thereof.

THAT the defendants, Wilbur W. Skog and Dorothy V.  
Skog, did, on the 8th day of March, 1974, execute and deliver  
to the Administrator of Veterans Affairs, their mortgage and  
mortgage note in the sum of \$12,000.00 with 8 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, Wilbur W. Skog and Dorothy V. Skog, made default under the terms of the aforesaid mortgage note by reason of their failure to make monthly installments due thereon for more than nine months last past, which default has continued and that by reason thereof the above-named defendants are now indebted to the plaintiff in the sum of \$12,012.22 as unpaid principal, with interest thereon at the rate of 8 1/4 percent interest per annum from April 1, 1974, 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, Wilbur W. Skog and Dorothy V. Skog, in personam, for the sum of \$12,012.22 with interest thereon at the rate of 8 1/4 percent per annum from April 1, 1974, 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, shall 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.

*W. Dale Cook*

United States District Judge

APPROVED.

*Robert P. Santee*

ROBERT P. SANTEE  
Assistant United States Attorney

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

UNITED STATES OF AMERICA, )  
 )  
 ) Plaintiff, )  
vs. ) CIVIL ACTION NO. 74-C-434  
 )  
 )  
JOHN W. GUNNELS, )  
 )  
 ) BARBARA K. GUNNELS, and )  
 )  
 ) MERCANTILE BANK AND )  
 )  
 ) TRUST COMPANY, )  
 )  
 )  
 ) Defendants. )

FILED

JAN 21 1975

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

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 21st  
day of January, 1975, the Plaintiff appearing by Robert P.  
Santee, Assistant United States Attorney; the Defendant,  
Mercantile Bank and Trust Company, appearing by its attorney,  
Robert L. Mason; and the Defendants, John W. Gunnels and  
Barbara K. Gunnels, appearing not.

The Court being fully advised and having examined  
the file herein finds that Defendants, John W. Gunnels and  
Barbara K. Gunnels, were served with Summons and Complaint  
on January 3, 1975, and that Mercantile Bank and Trust Company  
was served with Summons and Complaint on November 8, 1974, as  
appears from the U.S. Marshals Service herein.

It appearing that Mercantile Bank and Trust Company  
has duly filed its Disclaimer herein on November 13, 1974, and  
that Defendants, John W. Gunnels and Barbara K. Gunnels, have  
failed to answer herein and that default has been entered by  
the Clerk of this Court.

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

Lot Seven (7), Block One (1), in DANA ANN ADDITION to the City of Tulsa, Tulsa County, State of Oklahoma, according to the recorded plat thereof.

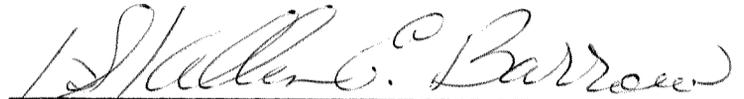
THAT the Defendants, John W. Gunnels and Barbara K. Gunnels, did, on the 1st day of June, 1973, execute and deliver to the Administrator of Veterans Affairs, their mortgage and mortgage note in the sum of \$11,450.00 with 7 1/2 percent interest per annum, and further providing for the payment of monthly installments of principal and interest.

The Court further finds that Defendants, John W. Gunnels and Barbara K. Gunnels, 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 \$11,475.33 as unpaid principal with interest thereon at the rate of 7 1/2 percent per annum from January 1, 1974, 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, John W. Gunnels and Barbara K. Gunnels, in personam, for the sum of \$11,475.33 with interest thereon at the rate of 7 1/2 percent per annum from January 1, 1974, 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, shall 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

bcs

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

GARY HOWARD KELLERMAN, )  
)  
Petitioner, )  
)  
vs. )  
)  
UNITED STATES OF AMERICA, )  
)  
Respondent. )

FILED  
74-C-477 / JAN 24 1975  
Jack C. Silver, Clerk  
U. S. DISTRICT COURT

ORDER

The petitioner was indicted by the Grand Jury sitting in the Northern District of Oklahoma for violation of federal marijuana and drug laws. The indictment contained nine counts. Count One (1) was dismissed at time of trial for lack of evidence and Count Seven (7) was ordered dismissed by the United States Court of Appeals, Tenth Circuit.

Petitioner was tried by a jury and on October 29, 1968, a verdict of guilty was returned by the jury on Counts Two (2) through Nine (9) of the indictment. On November 21, 1969, the Court ordered the petitioner committed to the custody of the Attorney General or his authorized representative for a period of 10 years on Count Two (2) and for a period of 10 years on Count Three (3) to run consecutively to the sentence imposed in Count Two (2); Counts Three (3) and Four (4) for a period of 10 years on each count, the sentences to run concurrently with the sentences imposed in Counts Two (2) and Three (3); in Counts Five (5), Eight (8) and Nine (9) for a period of one year on each count, the sentences to run concurrently with the sentences imposed in Counts Two (2) and Three (3); in Count Seven (7) for a period of two years, the sentence to run concurrently with the sentences imposed in Counts Two (2) and Three (3). The judgment and sentence was affirmed on direct appeal, except as to Count Seven (7) which was ordered dismissed. See 432 F.2d 371 (1970).

Petitioner demands his release from custody and as grounds

therefor claims that he has been deprived of his liberty in violation of his rights under the Constitution of the United States of America. In particular, petitioner claims that:

- 1) The transcript will reflect that the Judge's charge to the jury was highly improper and prejudicial;
- 2) The record will reflect that appointed counsel, who was a civil attorney, was ineffective and incompetent both at the trial and subsequent appeal;
- 3) There was various discrepancies that could have been shown in the prosecution's testimony, leading to their testimony being impeached if petitioner had competent and experienced counsel;
- 4) The sentence orally imposed upon petitioner is different than the one that appears on his judgment and commitment, and is unlawful;
- 5) The evidence adduced at the trial does not support the jury's guilty determination; and
- 6) Since there was conflicting testimony between defense and prosecution psychiatrist concerning petitioner's sanity, he should have been sent for observation at the U. S. Medical Center, pursuant to applicable law.

The claims by petitioner are mere conclusory statements with no supporting factual allegations and are therefore insufficient and relief should be denied. See Lorraine vs. United States of America, et al, 444 F.2d 1 (10th Cir. 1971); Atkins vs. Kansas, 386 F.2d 819 (10th Cir. 1967); Martinez vs. United States, 344 F.2d 325 (10th Cir. 1965).

Petitioner's application to proceed in forma pauperis is supported by papers satisfying the requirements of 28 U.S.C. §1915(a). Leave to proceed in forma pauperis is granted and the clerk is directed to file this case. The action will then be dismissed.

IT IS SO ORDERED.

Dated this 22<sup>nd</sup> day of January, 1975.

Luther Bohanon  
LUTHER BOHANON  
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT, STATE OF OKLAHOMA

FILED

JAN 22 1975

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

VERA LEE COTTON, )  
)  
Plaintiff, )  
)  
vs. , )  
)  
DOUGLAS C. CHAMBERS, )  
)  
Defendant. )

299 ✓  
No: 74-C-269

ORDER OF DISMISSAL

ON this 22nd day of January, 1975, upon the written application of the parties for a Dismissal with Prejudice of the Complaint and all causes of action, the Court having examined said application, finds that said parties have entered into a compromise settlement covering all claims involved in the Complaint and have requested the Court to dismiss said Complaint with prejudice to any future action, and the Court being fully advised in the premises, finds that said Complaint should be dismissed pursuant to said application.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the Complaint and all causes of action of the plaintiff filed herein against the defendant be and the same hereby is dismissed with prejudice to any future action.

Allen E. Banner

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

APPROVAL:

O.B. GRAHAM

By: O. B. Graham

Attorney for the Plaintiff

ALFRED B. KNIGHT

Alfred B. Knight

Attorney for the Defendant



\$5,000.00 (surety) and he remained free on bond until date of trial.

Petitioner contends that the judgment and sentence should be vacated for the reason that he was not afforded a speedy trial in violation of his rights under the Sixth, Eighth and Fourteenth Amendments to the Constitution of the United States of America.

The record in this case does not disclose any request by petitioner or his retained counsel for an earlier trial. Nor does it show that petitioner presented the matter of denial of a speedy trial on appeal. The allegations of the petitioner herein are without merit and are not sustained by the record.

On motion to set aside kidnapping conviction, defendant was not entitled to urge that he had been denied a speedy trial, since that was a matter which should have been presented on appeal. U. S. vs. Robinson, D. C. Kentucky 1956, 143 F. Supp. 286, Cert. Den. 78 S. Ct. 1140, 356 U.S. 970, 2 L. Ed. 2d 1146.

Where defendant was represented by retained counsel and made no effort to press for prompt trial, 14 months delay between indictment and trial did not give rise to cause for relief under Title 28, U.S.C., §2255. Douglas vs. United States, D. C. N.Y. 1965, 240 F. Supp. 381.

Where petitioner had unsuccessfully urged Court of Appeals to reverse conviction and abandon its adherence to rule requiring a defendant to either demand speedy trial or else be deemed to have waived his rights thereto, Federal District Court on subsequent motion would not vacate its judgment of conviction on basis that petitioners had been denied their right to speedy trial by giving retro-active application to the Supreme Court's recent dicta which petitioners contended raised serious doubt about constitutionality of the demand requirement. Maxwell vs. United States, D.C. N.Y. 1970, 319 F. Supp. 269, affirmed 439 F.2d 135, Cert. Den. 91 S. Ct. 2195, 402 U.S. 1010, 29 L. Ed. 2d 432.

The transcript and record in this case conclusively show that petitioner is not entitled to relief. Therefore, there is no necessity for this Court to hold an evidentiary hearing. Semet vs. United States, 369 F.2d 90 (10th Cir. 1966).

IT IS, THEREFORE, ORDERED that the petition be denied and the case dismissed.

Dated this 21<sup>st</sup> day of January, 1975.

Luther Bohanon  
LUTHER BOHANON  
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

FILED

JAN 22 1975

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

United States of America, )  
 )  
 Plaintiff, )  
 )  
 vs. ) CIVIL ACTION NO. 74-C-368  
 )  
 19.00 Acres of Land, More or ) Tract No. 401E  
 Less, Situate in Osage County, )  
 State of Oklahoma, and John )  
 Jackson Means, Jr., et al., )  
 and Unknown Owners, )  
 )  
 Defendants. )

J U D G M E N T

1.

NOW, on this 22nd day of January, 1975, this matter comes on for disposition on application of Plaintiff, United States of America, for entry of judgment on a stipulation agreeing upon just compensation, and the Court, after having examined the files in this action and being advised by counsel for Plaintiff, finds:

2.

This judgment applies to the entire estate condemned in Tract No. 401E, as such estate and tract are described in the Complaint filed in this action.

3.

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

4.

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

5.

The Acts of Congress set out in paragraph 2 of the Complaint herein give the United States of America the right, power, and authority to condemn for public use the estate described above in paragraph 2. Pursuant thereto, on September 13, 1974,

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

6.

Simultaneously with filing the Declaration of Taking there was deposited in the Registry of the Court as estimated compensation for the taking of a certain estate in subject tract, a certain sum of money and none of this deposit has been disbursed, as set out below in paragraph 12.

7.

On the date of taking in this action, the owner of the estate taken in subject tract was the defendant whose name is shown below in paragraph 12, subject only to a mortgage as described in such paragraph. The property remaining after this taking provides ample security for the debt secured by said mortgage. Such named defendant is the only person asserting any interest in the estate taken in such tract. All other persons having either disclaimed or defaulted, such named defendant is entitled to receive the just compensation awarded by this judgment.

8.

The owner of the subject property and the United States of America have executed and filed herein a Stipulation As To Just Compensation wherein they have agreed that just compensation for the estate condemned in subject tract is in the amount shown as compensation in paragraph 12 below, and such stipulation should be approved.

9.

This judgment will create a deficiency between the amount deposited as estimated compensation for subject property and the amount fixed by the Stipulation As To Just Compensation; and the amount of such deficiency should be deposited for the benefit of the owner. Such deficiency is set out below in paragraph 12.

10.

It Is, Therefore, ORDERED, ADJUDGED and DECREED that the United States of America has the right, power and authority to

condemn for public use the tract named in paragraph 2 herein, as such tract is particularly described in the Complaint filed herein; and such tract, to the extent of the estate described in such Complaint, is condemned, and title to such described estate is vested in the United States of America as of September 13, 1974, and all defendants herein and all other persons interested in such estate are forever barred from asserting any claim to such property.

11.

It Is Further ORDERED, ADJUDGED and DECREED that on the date of taking, the owner of the estate condemned herein in subject tract was the defendant whose name appears below in paragraph 12, and the right to receive the just compensation for the estate taken herein in this tract is vested in the party so named.

12.

It Is Further ORDERED, ADJUDGED and DECREED that the Stipulation As To Just Compensation described in paragraph 8 above, hereby is confirmed; and the sum therein fixed is adopted as the award of just compensation for the estate condemned in subject tract as follows:

TRACT NO. 401E

OWNER: John Jackson Means, Jr.

(Subject only to a mortgage for \$4,000.00 recorded in Book 285, pg. 178.)

Award of just compensation		
pursuant to Stipulation -----	\$3,500.00	\$3,500.00
Deposited as estimated compensation --	2,500.00	
Disbursed to owner -----		<u>None</u>
Balance due to owner -----		\$3,500.00
(Mortgagee still has ample security and shall not participate in award) _____		
Deposit deficiency -----	\$1,000.00	

13.

It Is Further ORDERED, ADJUDGED and DECREED that the United States of America shall deposit in the Registry of this

Court, in this civil action, to the credit of subject tract, the deficiency sum of \$1,000.00, and the Clerk of this Court then shall disbursed the deposit for subject tract to:

John Jackson Means, Jr., in the sum of \$3,500.00.

/s/ Allen E. Barrow

UNITED STATES DISTRICT JUDGE

APPROVED:

/s/ Hubert A. Marlow

HUBERT A. MARLOW  
Assistant United States Attorney

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

UNITED STATES OF AMERICA, )  
 )  
 ) Plaintiff, )  
 )  
 vs. )  
 )  
 )  
 GARRETT G. HOSKINS, )  
 LINDA L. HOSKINS, )  
 COUNTY TREASURER, MAYES COUNTY, )  
 BOARD OF COUNTY COMMISSIONERS, )  
 MAYES COUNTY, )  
 )  
 ) Defendants. )

FILED

JAN 21 1975

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

Civil Action No. 74-C-140 ✓

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this *21st* day of January, 1975, the plaintiff appearing by Robert P. Santee, Assistant United States Attorney, and the defendants, Garrett G. Hoskins, Linda L. Hoskins, County Treasurer, Mayes County and the Board of County Commissioners, Mayes County, appearing not.

The Court being fully advised and having examined the file herein finds that the defendants Garrett G. Hoskins and Linda L. Hoskins were served by publication, as appears from the Proof of Publication filed herein on September 4, 1974, and that the defendants, County Treasurer, Mayes County and the Board of County Commissioners, Mayes County were served with Summons and Complaint on March 26, 1974.

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

Lot Twelve (12) of Block Two (2)  
of SOUTHRIDGE FIRST ADDITION to  
the Incorporated City of Pryor  
Creek, Mayes County, Oklahoma,  
according to the recorded plat  
thereof

THAT the defendants, Garrett G. Hoskins and Linda L. Hoskins, did, on the 30th day of December, 1970, execute and deliver to The Lomas and Nettleton Company their mortgage and mortgage note in the sum of \$16,750, with 8 1/2 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 March 8, 1971, filed in Mayes County, Oklahoma, and recorded in Book 415, Page 161, The Lomas and Nettleton Company assigned said note and mortgage to The Philadelphia Saving Fund Society; that by Assignment of Mortgage of Real Estate dated June 18, 1971, filed in Mayes County, Oklahoma and recorded in Book 415, Page 161, The Philadelphia Saving Fund Society assigned said note and mortgage to the Secretary of Housing and Urban Development, Washington, D.C.

The Court further finds that the defendants, Garrett G. Hoskins and Linda L. Hoskins, 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 \$20,719.53 as unpaid principal, with interest thereon at the rate of 8 1/2 percent interest per annum from November 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 Mayes, State of Oklahoma, from Garrett G. Hoskins and Linda L. Hoskins, the sum of \$179.23, plus interest according to law, for the year 1973, for ad valorem taxes, and that Mayes 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, Garrett G. Hoskins and Linda L. Hoskins, in rem, for the sum of \$20,719.53, with interest thereon at the rate of 8 1/2 percent per annum from November 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 Mayes have and recover judgment in rem against the defendants Garrett G. Hoskins and Linda L. Hoskins, for the sum of \$179.23, plus interest according to law, for the year 1973, 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 Mayes 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  
(tsi)

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

TULSA HOUSING AUTHORITY OF THE )  
CITY OF TULSA and 403 SOUTH )  
CHEYENNE CORPORATION, )  
 )  
Plaintiffs, )  
 )  
vs. )  
 )  
GREAT CENTRAL INSURANCE COMPANY, )  
 )  
 )  
Defendant. )

**FILED**  
JAN 21 1975  
No: 75-C-3 ✓  
Jack C. Silver, Clerk  
U. S. DISTRICT COURT

ORDER OF DISMISSAL

ON this 21st day of January, 1975, upon the written application of the plaintiffs for a Dismissal without Prejudice of the Complaint and all causes of action, the Court having examined said application, finds that said parties have entered into a compromise settlement covering all claims involved in the Complaint and have requested the Court to dismisssaid complaint without prejudice to any future action, and the Court being fully advised in the premises, finds that said Complaint should be dismissed pursuant to said application.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the Complaint and all causes of action of the plaintiffs filed herein against the defendant be and the same hereby is dismissed without prejudice to any future action.

Allen E. Brown

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

APPROVAL:

ALFRED B. KNIGHT

Alfred B. Knight

Attorney for the Plaintiff

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

UNITED STATES OF AMERICA, )  
 )  
 ) Plaintiff, )  
 )  
 ) -v- )  
 )  
 )  
 ) JAMES GLEN FIELDS, ET AL, )  
 )  
 ) Defendants. )

FILED

JAN 16 1975

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

Civil Action No. 74-C-339

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 16<sup>th</sup>  
day of January, 1975, the plaintiff appearing by Robert P.  
Santee, Assistant United States Attorney, and the defendants,  
James Glen Fields, Sharon Kay Fields; T. Jack Graves, Attorney  
at Law; 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 T. Jack Graves, Attorney at Law;  
County Treasurer, Rogers County; and Board of County Commis-  
sioners, Rogers County, were served with Summons and Complaint  
on August 20, 1974, as appears from the Marshal's Returns of  
Service filed herein; and that James Glen Fields and Sharon  
Kay Fields were served by publication, as appears from the  
Proof of Publication filed herein.

It appears that James Glen Fields, Sharon Kay Fields,  
T. Jack Graves, Attorney at Law; County Treasurer, Rogers  
County; and Board of County Commissioners, Rogers County,  
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 mort-  
gage securing said mortgage note covering the following-  
described real property located in Rogers County, Oklahoma,  
within the Northern Judicial District of Oklahoma:

Lot Five (5) in Block Six (6) of Westgate Manor Addition to the City of Claremore, Rogers County, Oklahoma, according to the recorded plat thereof.

That the defendants James Glen Fields and Sharon Kay Fields did, on the 23rd day of September, 1970, execute and deliver to the Lomas & Nettleton Company their mortgage and mortgage note in the sum of \$17,450.00, with 8-1/2 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 December 18, 1970, the Lomas & Nettleton Company assigned said note and mortgage to The Philadelphia Saving Fund Society; and that by Assignment of Mortgage of Real Estate dated April 2, 1973, The Philadelphia Saving Fund Society assigned said note and mortgage to the Secretary of Housing and Urban Development, Washington, D.C.

The Court further finds that the defendants James Glen Fields and Sharon Kay Fields 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 \$17,161.58, with interest thereon from November 1, 1972, at the rate of 8-1/2 percent per annum, 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 James Glen Fields and Sharon Kay Fields, the sum of \$671.99, for ad valorem taxes for the years 1973 and 1974, and that Rogers County should have judgment, in rem, for said amount.

The Court further finds that there is due and owing to the County of Rogers, State of Oklahoma, from James Glen Fields and Sharon Kay Fields, the sum of \$32.12, for personal property taxes for the years 1972 and 1973, and that Rogers 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.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff have and recover judgment against defendants James Glen Fields and Sharon Kay Fields, in rem, for the sum of \$17,161.58, with interest thereon at the rate of 8-1/2 percent per annum from November 1, 1972, plus the cost of this action, accrued and accruing, plus any additional sums advanced or to be advanced or expended during this foreclosure action by plaintiff for taxes, insurance or 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 James Glen Fields and Sharon Kay Fields for the sum of \$671.99 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 County of Rogers have and recover judgment against the defendants James Glen Fields and Sharon Kay Fields for the sum of \$32.12, plus interest and penalties, and 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 have and recover judgment, in rem, against the defendant T. Jack Graves, Attorney at Law.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon the failure of said defendants to satisfy plaintiff's money judgment herein, an Order of Sale shall be issued to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell with appraisalment the real property and apply the proceeds thereof in satisfaction of plaintiff's judgment, which sale shall be subject to the tax judgment of Rogers County, supra. The residue, if any, shall 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 U.S. Attorney  
Attorney for Plaintiff,  
United States of America

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

UNITED STATES OF AMERICA, )  
 )  
 )  
 Plaintiff, )  
 -v- )  
 )  
 )  
 VANTEEN WILSON, ET AL, )  
 )  
 )  
 Defendant. )

FILED

JAN 16 1975

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

Civil Action No. 74-C-358

JUDGMENT OF FORECLOSURE

NOW on this 16<sup>th</sup> day of January, 1975, this matter coming on for consideration, the plaintiff, United States of America, appearing by and through its attorney, Robert P. Santee, Assistant United States Attorney for the Northern District of Oklahoma, and the defendants, Vanteen Wilson and Thell Wilson, appearing not, and it appearing that this is a suit based upon a Promissory Note and for foreclosure of certain Financing Statements and Security Agreement securing said Note; and

It further appearing that the chattels described in said Financing Statements and Security Agreement are located in Tulsa County, Oklahoma, and

It further appearing that due and legal personal service of summons was made upon the defendant Vanteen Wilson on September 6, 1974, and upon the defendant Thell Wilson by publication, requiring each of them to answer the Complaint herein, and that more than twenty days have elapsed since the date of service of the summons, and the final date of publication, and it appearing that said defendants have failed to file an answer or otherwise plead herein and that they, and each of them, are hereby in default.

The Court, being fully advised, finds that the allegations and averments in the Complaint are true and correct and that there is due and owing to the plaintiff, United States of

America, the sum of \$2,740.94, with interest accrued thereon in the sum of \$74.25 through July 10, 1974, and interest accruing thereafter at the rate of \$.4473 per day.

The Court further finds that the plaintiff has a first and prior lien upon the chattels described in the Security Agreement and Financing Statements by virtue of said Security Agreement and Financing Statements given covering such personal property.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff, United States of America, have and recover from the defendants, Vanteen Wilson and Thell Wilson, a judgment in the sum of \$2,740.94, together with interest accrued thereon in the sum of \$74.25 through July 10, 1974, and interest accruing thereafter at the rate of \$.4473 per day.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon the failure of the defendants, Vanteen Wilson and Thell Wilson, to satisfy the judgment of plaintiff, an Order of Sale shall issue to the United States Marshal for the Northern District of Oklahoma, commanding him to levy upon, advertise, and sell according to law, with appraisalment, the chattels hereinabove described and as listed in the Security Agreement and Financing Statements hereinabove referred to and to apply the proceeds of such sale of personal property as follows:

1. In payment of the costs of the sale and of the cost of this action.

2. In payment to plaintiff of the sum of \$2,740.94, together with interest accrued thereon in the sum of \$74.25 through July 10, 1974, and interest accruing thereafter at the rate of \$.4473 per day.

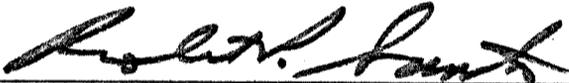
3. The residue, if any, to be paid to the Clerk of this Court to await further order of the Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the hereinabove described chattels and as listed in the Security Agreement and Financing Statements hereinabove referred to be sold, with appraisalment, and after such sale by virtue of this judgment and decree, the defendants, and each of them, and all persons claiming under them since the filing of the Complaint herein be and they are forever barred and foreclosed of and from any and every lien upon, right, title, interest, estate or equity of, in or to the personal property hereinabove referred to.



United States District Judge

APPROVED:



ROBERT P. SANTEE  
Assistant United States Attorney  
Attorney for Plaintiff,  
United States of America

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

UNITED STATES OF AMERICA,            )  
  )  
                                  Plaintiff,    )  
vs.                                        )    CIVIL ACTION NO. 74-C-391  
  )  
  )  
HOWARD J. VAUGHAN, PATRICIA L.        )  
VAUGHAN, NOWATA HOSPITAL, INC.,        )  
WESTCO FURNITURE AND APPLIANCE,        )  
CHARLES L. ROGERS d/b/a BUILDERS        )  
INSULATION COMPANY, COUNTY            )  
TREASURER, Nowata County, BOARD        )  
OF COUNTY COMMISSIONERS, Nowata        )  
County, and JOHN R. REID, JR.,         )  
  )  
                                  Defendants.    )

**FILED**  
JAN 10 1975  
Jack C. Silver, Clerk  
U. S. DISTRICT COURT

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 11th day of January, 1975, the plaintiff appearing by Robert P. Santee, Assistant United States Attorney, and the defendants, Howard J. Vaughan, Patricia L. Vaughan, Nowata Hospital, Inc., Westco Furniture and Appliance, Charles L. Rogers d/b/a Builders Insulation Company, County Treasurer, Nowata County, Board of County Commissioners, Nowata County, and John R. Reid, Jr., appearing not.

The Court being fully advised and having examined the file herein finds that Howard J. Vaughan and Patricia L. Vaughan were served with Summons, Complaint, and Amendment to Complaint on November 8, 1974, and December 4, 1974, respectively; that Nowata Hospital, Inc., Westco Furniture and Appliance, Charles L. Rogers d/b/a Builders Insulation Company, County Treasurer, Nowata County, and Board of County Commissioners, Nowata County, were served with Summons, Complaint, and Amendment to Complaint on October 8, 1974, and December 2, 1974, respectively; that John R. Reid, Jr., was served with Summons, Complaint, and Amendment to Complaint on December 2, 1974, all 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 Nowata County, Oklahoma, within the Northern Judicial District of Oklahoma:

West Half of Lots 8, 9, and 10, Block 1,  
GARNETT ADDITION to the City of Nowata,  
Oklahoma.

THAT the defendants, Howard J. Vaughan and Patricia L. Vaughan, did, on the 8th day of October, 1970, execute and deliver to the United States of America, acting through the Farmers Home Administration, their mortgage and mortgage note in the sum of \$12,300.00 with 7 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, Howard J. Vaughan and Patricia L. Vaughan, made default under the terms of the aforesaid mortgage note by reason of their failure to make monthly installments due thereon for more than four months last past, which default has continued and that by reason thereof the above-named defendants are now indebted to the plaintiff in the sum of \$13,731.30 as unpaid principal, with interest thereon at the rate of 7 1/4 percent interest per annum from September 9, 1974, 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 Nowata, State of Oklahoma, from Howard J. Vaughan and Patricia L. Vaughan, the sum of \$ 119.51, plus interest according to law, for ad valorem taxes for the year 1974 and that Nowata 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, Howard J. Vaughan and Patricia L. Vaughan, in personam, for the sum of \$13,731.30 with interest thereon at the rate of

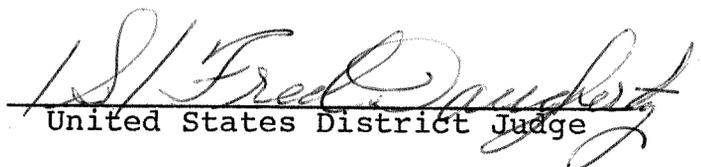
7 1/4 percent per annum from September 9, 1974, plus the cost of this action accrued and accruing, plus any additional sums advanced or to be advanced or expended during this foreclosure action by plaintiff for taxes, insurance, abstracting, or sums for the preservation of the subject property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the County of Nowata have and recover judgment, in rem, against the defendants, Howard J. Vaughan and Patricia L. Vaughan, for the sum of \$ 119.51 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.

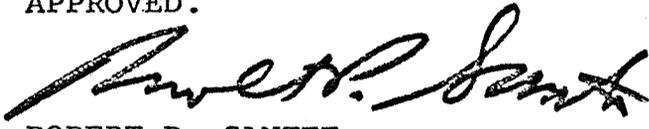
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff have and recover judgment, in rem, against the defendants, Nowata Hospital, Inc., Westco Furniture and Appliance, Charles L. Rogers d/b/a Builders Insulation Company, and John R. Reid, Jr.

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 Nowata County, supra. The residue, if any, shall 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.

A handwritten signature in black ink, appearing to read "Robert P. Santee". The signature is written in a cursive style with a large initial "R".

ROBERT P. SANTEE  
Assistant United States Attorney

bcs

FILED

JAN 16 1975

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, )  
 vs. )  
 )  
 )  
 OLEN E. JACKSON, WANDA JACKSON, )  
 GAYLORD K. BROOKS a/k/a GAYLORD )  
 BROOKS a/k/a GAYLORD L. BROOKS, )  
 SHIRLEY BROOKS a/k/a SHIRLEY ANN )  
 BROOKS, GOVERNMENT NATIONAL )  
 MORTGAGE ASSOCIATION, UNITED )  
 METHODIST SQUARE, INCORPORATED, )  
 and W. B. HICKERSON d/b/a )  
 HICKERSON PLUMBING COMPANY, )  
 )  
 ) Defendants. )

CIVIL ACTION NO. 74-C-373

~~FILED~~  
~~JAN 14 1975~~  
~~Jack C. Silver, Clerk~~  
~~U. S. DISTRICT COURT~~

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 16th  
day of January, 1975, the plaintiff appearing by Robert P.  
Santee, Assistant United States Attorney; the defendant,  
Government National Mortgage Association, appearing by its  
attorney, R. Vincent Towns; and the defendants, Olen E.  
Jackson, Wanda Jackson, Gaylord K. Brooks a/k/a Gaylord  
Brooks a/k/a Gaylord L. Brooks, Shirley Brooks a/k/a Shirley  
Ann Brooks, United Methodist Square, Incorporated, and W. B.  
Hickerson d/b/a Hickerson Plumbing Company, appearing not.

The Court being fully advised and having examined  
the file herein finds that Olen E. Jackson, Wanda Jackson,  
Gaylord K. Brooks a/k/a Gaylord Brooks a/k/a Gaylord L. Brooks,  
Shirley Brooks a/k/a Shirley Ann Brooks and W. B. Hickerson  
d/b/a Hickerson Plumbing Company were served with Summons and  
Complaint on September 19, 1974; that Government National Mortgage  
Association was served with Summons and Complaint on September 23,  
1974, all as appears from the U.S. Marshals Service herein; and  
that United Methodist Square, Incorporated was served by  
publication, as appears from the Proof of Publication filed  
herein.

It appearing that Government National Mortgage  
Association has duly filed its Disclaimer herein on September 27,

1974, that Olen E. Jackson, Wanda Jackson, Gaylord K. Brooks a/k/a Gaylord Brooks a/k/a Gaylord L. Brooks, Shirley Brooks a/k/a Shirley Ann Brooks, United Methodist Square, Incorporated, and W. B. Hickerson d/b/a Hickerson Plumbing Company 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 Eighteen (18), Block Five (5),  
SHARON HEIGHTS ADDITION to the City of  
Tulsa, Tulsa County, State of Oklahoma,  
according to the recorded plat thereof.

THAT the defendants, Olen E. Jackson and Wanda Jackson, did, on the 21st day of April, 1966, execute and deliver to the Administrator of Veterans Affairs, their mortgage and mortgage note in the sum of \$11,400.00 with 5 3/4 percent interest per annum, and further providing for the payment of monthly installments of principal and interest.

The Court further finds that the defendants, Gaylord K. Brooks and Shirley Brooks, were the grantees in a deed from Olen E. Jackson and Wanda Jackson, dated June 22, 1972, and filed July 6, 1972, in Book 4024, Page 13, records of Tulsa County, wherein Gaylord K. Brooks and Shirley Brooks assumed and agreed to pay the mortgage indebtedness being sued upon herein.

The Court further finds that the defendants, Olen E. Jackson, Wanda Jackson, Gaylord K. Brooks, and Shirley Brooks, 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 \$10,286.60 as unpaid principal, with interest thereon at the rate of 5 3/4

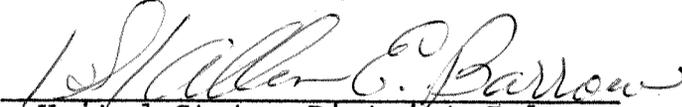
percent interest per annum from October 1, 1973, until paid, plus the cost of this action accrued and accruing.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff have and recover judgment against defendants, Olen E. Jackson, Wanda Jackson, Gaylord K. Brooks, and Shirley Brooks, in personam, for the sum of \$10,286.60 with interest thereon at the rate of 5 3/4 percent per annum from October 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 plaintiff have and recover judgment, in rem, against the defendants, United Methodist Square, Incorporated and W. B. Hickerson d/b/a Hickerson Plumbing Company.

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, shall 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.

A handwritten signature in black ink, appearing to read "Robert P. Santee". The signature is written in a cursive style with a prominent initial "R".

ROBERT P. SANTEE  
Assistant United States Attorney.

bcs

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

FILED

JAN 16 1975

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

R.R. McALISTER and IDA MAE  
McALISTER,

Plaintiffs,

vs.

ANZELMA M. McKESSON,

Defendant.

NO: 74-C-357 ✓

~~FILED AND  
REFERRED~~

~~JAN 16 1975~~

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

ORDER OF DISMISSAL

ON this 16<sup>th</sup> day of January, 1975, upon the written application of the parties for a Dismissal with Prejudice of the Complaint and all causes of action, the Court having examined said application, finds that said parties have entered into a compromise settlement covering all claims involved in the Complaint and have requested the Court to dismiss said Complaint with prejudice to any future action, and the Court being fully advised in the premises, finds that said Complaint should be dismissed pursuant to said application.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the Complaint and all causes of action of the plaintiffs filed herein against the defendant be and the same hereby is dismissed with prejudice to any future action.

W. Dalebook  
JUDGE, DISTRICT COURT OF THE UNITED STATES, NORTHERN DISTRICT OF OKLAHOMA

APPROVAL:

DON L. DEES

By: Don L. Dees  
Attorney for the Plaintiffs,

ALFRED B. KNIGHT

Alfred B. Knight  
Attorney for the Defendant

E I L E D

JAN 15 1975

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, )  
 )  
 v. )  
 )  
 JESSE LEROY FELTON, )  
 )  
 Defendant. )

Civil Action No. 74-C-223

DEFAULT JUDGMENT

On this day came on to be ~~xxxxx~~ <sup>considered</sup> the above entitled and numbered cause, whereupon appeared the plaintiff, United States of America, by the United States Attorney for the Northern District of Oklahoma, and the defendant JESSE LEROY FELTON, though duly served with summons and complaint herein more than sixty days prior to this date, failed to answer, plead or otherwise defend as required by the Federal Rules of Civil Procedure, and is wholly in default;

And it appearing to the Court that the defendant JESSE LEROY FELTON is indebted to the plaintiff in the principal amount of \$2,000.00.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the plaintiff, United States of America, do have and recover of and from the defendant JESSE LEROY FELTON, the sum of \$2,000.00, together with interest thereon from date of this judgment at the rate of six percent per annum until paid, and all costs of suit, for all of which plaintiff may have its execution.

Entered this 15th day of January, 1975.

Allen E. Barrow

UNITED STATES DISTRICT JUDGE

APPROVED:

/s/ HUBERT H. BRYANT  
HUBERT H. BRYANT  
Attorney for Plaintiff,  
United States of America

FILED

JAN 10 1975

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,	)	
vs.	)	CIVIL ACTION NO. 74-C-378
	)	
	)	
JOHN FRANKLIN PAYNE and	)	
CARLIA S. PAYNE a/k/a	)	
CARLIA SNUBITE PAYNE,	)	
	)	
Defendants.	)	

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 15th day of January, 1975, the plaintiff appearing by Robert P. Santee, Assistant United States Attorney, and the defendants, John Franklin Payne and Carlia S. Payne a/k/a Carlia Snubite Payne, appearing not.

The Court being fully advised and having examined the file herein finds that John Franklin Payne and Carlia S. Payne a/k/a Carlia Snubite Payne were served by publication, as appears from the Proof of Publication filed 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 Tulsa County, Oklahoma, within the Northern Judicial District of Oklahoma:

Lot Five (5), Block Six (6), RESERVOIR HILL ADDITION to the City of Tulsa, Tulsa County, State of Oklahoma, according to the recorded plat thereof.

THAT the defendants, John Franklin Payne and Carlia S. Payne, did, on the 8th day of November, 1966, execute and deliver to the Administrator of Veterans Affairs, their mortgage and mortgage note in the sum of \$9,950.00 with 6 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 Franklin Payne and Carlia S. Payne, made default under the terms of the aforesaid mortgage note by reason of their failure to make monthly installments due thereon for more than eight 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 \$9,400.00 as unpaid principal, with interest thereon at the rate of 6 percent interest per annum from May 1, 1974, 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, John Franklin Payne and Carlia S. Payne, in rem, for the sum of \$9,400.00 with interest thereon at the rate of 6 percent per annum from May 1, 1974, plus the cost of this action accrued and accruing, plus any additional sums advanced or to be advanced or expended during this foreclosure action by plaintiff for taxes, insurance, abstracting, or sums for the preservation of the subject property.

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

*Walter E. Barrow*  
United States District Judge

APPROVED.

*Robert P. Santee*

ROBERT P. SANTEE  
Assistant United States Attorney

FILED

JAN 10 1975

Jack C. Silver, Clerk

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

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
vs.	)	CIVIL ACTION NO. 74-C-379
	)	
	)	
OLIVER O. HARNER, DORA E.	)	
HARNER, and HOME SERVICE CLUB,	)	
	)	
Defendants.	)	

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 15th day of January, 1975, the plaintiff appearing by Robert P. Santee, Assistant United States Attorney, and the defendants, Oliver O. Harner, Dora E. Harner, and Home Service Club, appearing not.

The Court being fully advised and having examined the file herein finds that Oliver O. Harner and Dora E. Harner were served by publication, as appears from the Proof of Publication filed herein and Home Service Club was served with Summons and Complaint on September 25, 1974, as appears from the U.S. Marshals 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 Tulsa County, Oklahoma, within the Northern Judicial District of Oklahoma:

Lot Six (6), Block One (1), VALLEY VIEW ACRES ADDITION, to the City of Tulsa, County of Tulsa, State of Oklahoma, according to the recorded plat thereof.

THAT the defendants, Oliver O. Harner and Dora E. Harner, did, on the 14th day of March, 1973, execute and deliver to the Administrator of Veterans Affairs, their mortgage and

mortgage note in the sum of \$10,750.00 with 4 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, Oliver O. Harner and Dora E. Harner, made default under the terms of the aforesaid mortgage note by reason of their failure to make monthly installments due thereon for more than 11 months last past, which default has continued and that by reason thereof the above-named defendants are now indebted to the plaintiff in the sum of \$10,699.49 as unpaid principal, with interest thereon at the rate of 4 1/2 percent interest per annum from February 1, 1974, until paid, plus the cost of this action accrued and accruing.

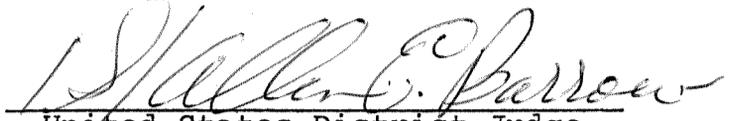
IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff have and recover judgment against defendants, Oliver O. Harner and Dora E. Harner, in rem, for the sum of \$10,699.49 with interest thereon at the rate of 4 1/2 percent per annum from February 1, 1974, plus the cost of this action accrued 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 plaintiff have and recover judgment, in rem, against the defendant, Home Service Club.

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, shall 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

JAN 14 1975

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

UNITED STATES OF AMERICA,

Plaintiff,

-v-

CLAUDE S. SMITH, ET AL,

Defendants. )

Civil Action No. 74-C-197

JUDGMENT OF FORECLOSURE

THIS MATTER COMES ON for consideration this 14<sup>th</sup>  
day of January, 1975, the plaintiff appearing by Robert P.  
Santee, Assistant United States Attorney; the defendants  
Raymond L. Saulters and Ida Louise Saulters appearing by  
their attorney, Louis J. Karey; the defendants Tulsa County  
Treasurer, and Board of County Commissioners, Tulsa County,  
appearing by their attorney, Gary J. Summerfield; the defen-  
dant Ideal Cooperative Investment Company appearing by its  
attorney, Troye Kennon; the defendant Peoples State Bank  
appearing by its attorney, Coleman L. Robison; the defendant  
American State Bank appearing by its attorney, Joe L. Jackson;  
and the defendants, Claude S. Smith, Versa T. Smith, Clovis  
Harrison, Associates Investment and Loan Corporation, and  
Sears, Roebuck and Co. appearing not.

The Court, being fully advised and having examined  
the file herein, finds that Raymond L. Saulters, Ida Louise  
Saulters, Associates Investment and Loan Corporation, Clovis  
Harrison, Peoples State Bank, Ideal Cooperative Investment  
Company, Tulsa County Treasurer, and Board of County Commis-  
sioners, Tulsa County, were served with Summons and Complaint  
on May 1, 1974; that Raymond L. Saulters, Ida Louise Saulters,  
and Peoples State Bank were served with Summons and Amendment  
to Complaint on July 17, 1974; that Associates Investment and  
Loan Corporation and Ideal Cooperative Investment Company were  
served with Summons and Amendment to Complaint on July 15, 1974;

that Tulsa County Treasurer, and Board of County Commissioners, Tulsa County, were served with Summons and Amendment to Complaint on July 12, 1974; that Clovis Harrison was served with Summons and Amendment to Complaint on July 29, 1974; that American State Bank, and Sears, Roebuck and Co. were served with Summons, Complaint, and Amendment to Complaint on July 17, 1974; all as appears from the Marshal's Returns of Service filed herein; and that Claude S. Smith and Versa T. Smith were served by publication, as appears from the Proofs of Publication filed herein.

It appears that Tulsa County Treasurer, and Board of County Commissioners, Tulsa County, have duly filed their answers on May 16, 1974; that Raymond L. Saulters and Ida Louise Saulters have duly filed their Answers on June 7, 1974; that Disclaimers have been filed by Ideal Cooperative Investment Company on May 9, 1974, Peoples State Bank on May 15, 1974, and American State Bank on July 23, 1974; and that Claude S. Smith, Versa T. Smith, Clovis Harrison, Associates Investment and Loan Corporation, and Sears, Roebuck and Co. 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 covering the following-described real property located in Tulsa County, Oklahoma, within the Northern Judicial District of Oklahoma:

The West 47.7 feet of Lot Two (2), Block Eight (8), Acre Gardens Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof;

that the defendants Claude S. Smith and Versa T. Smith did, on the 20th day of June, 1958, execute and deliver to the

Finance Corporation their mortgage and mortgage note in the sum of \$9,450.00, with 5-1/4 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 27, 1958, the Finance Corporation assigned said note and mortgage to the Minnesota Mutual Life Insurance Company; and that by Assignment of Mortgage of Real Estate dated June 15, 1970, the Minnesota Mutual Life Insurance Company assigned said note and mortgage to the Secretary of Housing and Urban Development, Washington, D.C.

The Court further finds that the defendants Raymond L. Saulters and Ida Louise Saulters were grantees in a deed from Claude S. Smith and Versa T. Smith, dated January 17, 1959, and filed in Book 2940, Page 599, records of Tulsa County, Oklahoma, wherein Raymond L. Saulters and Ida Louise Saulters assumed and agreed to pay the mortgage indebtedness being sued upon herein.

The Court further finds that the defendants Claude S. Smith, Versa T. Smith, Raymond L. Saulters, and Ida Louise Saulters 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 \$5,713.14, with interest thereon from <sup>L.J.R.</sup> February 7, 1974, at the rate of 5-1/4 percent per annum, 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 Raymond L. Saulters and Ida Louise Saulters, the sum of \$16.20, plus interest and costs, for personal property taxes for the year 1973, 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.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff have and recover judgment against defendants, Claude S. Smith and Versa T. Smith, in rem, and Raymond L. Saulters and Ida Louise Saulters, in personam, for the sum of \$5,713.14, with interest thereon at the rate of 5-1/4 percent per annum from February 7, 1974, 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 or 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 against the defendants Raymond L. Saulters and Ida Louise Saulters for the sum of \$16.20, plus interest and penalties, and 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 have and recover judgment, in rem, against the defendants Clovis Harrison, Associates Investment and Loan Corporation, and Sears, Roebuck and Co.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon the failure to 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, shall 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

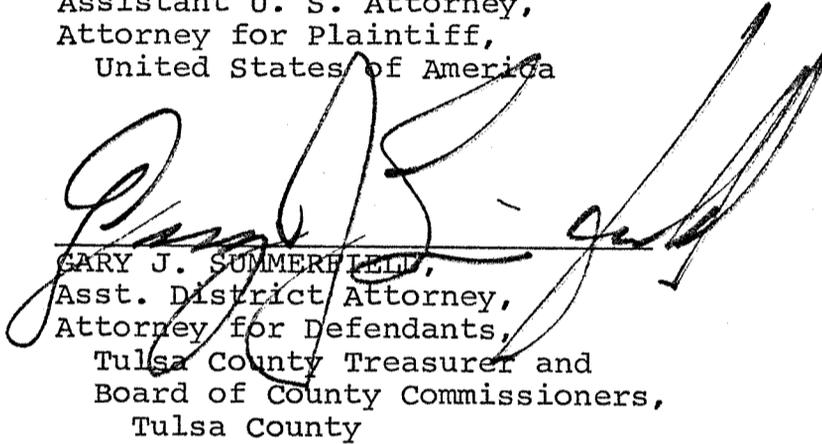
herein, be and they are forever barred and foreclosed of any right, title, interest or claim in or to the real property or any part thereof.

12/ Allen E. Barrow  
United States District Judge

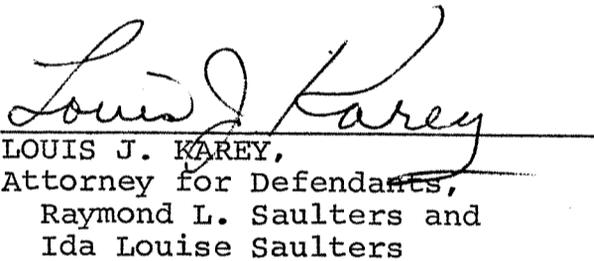
APPROVED:



ROBERT P. SANTEE,  
Assistant U. S. Attorney,  
Attorney for Plaintiff,  
United States of America



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



LOUIS J. KAREY,  
Attorney for Defendants,  
Raymond L. Saulters and  
Ida Louise Saulters

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

CLIFFORD L. BISHOP, )  
)  
Petitioner, )  
)  
vs. )  
)  
STATE OF OKLAHOMA, )  
)  
Respondent. )

74-C-482 **FILED**

JAN 14 1975

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

ORDER

This is a proceeding brought by a federal prisoner confined in the United States Medical Center for Federal Prisoners, Springfield, Missouri. This action is brought pursuant to the provisions of Title 28, United States Code, §2241.

Petitioner's application to proceed herein in forma pauperis was granted by this Court in its Order made and entered on the 5th day of December, 1974.

The petitioner alleges that his constitutional guarantees under the provisions of the Fifth, Sixth and Fourteenth Amendments to the Constitution of the United States of America have been violated by the failure of the State of Oklahoma to afford petitioner a speedy trial on the charge of robbery filed in the District Court in and for Ottawa County, State of Oklahoma, on January 18, 1973.

Since the filing of this case, the Court has been informed that the petitioner was tried on the charge of robbery in the District Court in and for Ottawa County, Oklahoma and the trial of petitioner resulted in a jury verdict of not guilty returned on the 23rd day of December, 1974.

The issues raised by the petitioner in his petition filed herein are now moot and the case is dismissed.

IT IS SO ORDERED.

Dated this 14<sup>th</sup> day of January, 1975.

*Allen E. Barrow*

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



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

FILED

JAN 13 1975

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

SUELL D. TURNER,

Plaintiff,

-vs-

No. 72-C-325 ✓

AMI, INCORPORATED, a corporation,  
HERMAN K. BEEBE, V. DALE GOSNELL,  
JOHN H. ROBERT and ROY NATION,

Defendants.

O R D E R

This matter having come on for consideration upon the Motion of the defendants to set aside the findings of fact and conclusions of law and judgment herein or to amend the same, or to grant a new trial, and the Court having filed its Memorandum Opinion herein concluding that the Motion is not well taken, Now, Therefore,

IT IS BY THE COURT ORDERED that the motion of the defendants to set aside the findings of fact and conclusions of law and judgment herein or to amend the same, or to grant a new trial is denied.

  
Howard Bratton  
United States District Judge for  
the District of New Mexico  
Assigned to the Northern  
District of Oklahoma

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

UNITED STATES OF AMERICA,

Plaintiff,

vs.

DAVID LEE ROBINSON,  
JACQUENETT LOUISE ROBINSON, AND  
CITY OF TULSA, OKLAHOMA, A  
MUNICIPAL CORPORATION,

Defendants.

E I L E D  
JAN 10 1975  
Jack C. Silver, Clerk  
U. S. DISTRICT COURT

Civil Action No. 74-C-329

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 10<sup>th</sup> day of January, 1975, the plaintiff appearing by Robert P. Santee, Assistant United States Attorney, and the defendant, City of Tulsa, Oklahoma, A Municipal Corporation, appearing by its attorney, David Nelson, Assistant City Attorney, and the defendants, David Lee Robinson, and Jacquenett Louise Robinson, appearing not.

The Court being fully advised and having examined the file herein finds that the City of Tulsa, Oklahoma, was served with Summons and Complaint on August 19, 1974, as appears from the Marshal's Return of Service, and that the defendants, David Lee Robinson and Jacquenett Louise Robinson, were served by publication as appears from the Proof of Publication filed herein on January 2, 1975.

It appearing that the City of Tulsa, Oklahoma, has duly filed its answer on September 9, 1974, and that the defendants David Lee Robinson and Jacquenett Louise Robinson 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), Less the East Ten (10) Feet thereof, and the Easterly Fifteen (15), feet of Lot Thirteen (13), Block Four (4), CHANDLER-FRATES FOURTH ADDITION, A Sub-Division of Tulsa County, State of Oklahoma, according to the recorded Plat thereof.

THAT the defendants, David Lee Robinson and Jacquenett Louise Robinson, did, on the 22nd day of February, 1972, execute and deliver to the Administrator of Veterans Affairs their mortgage and mortgage note in the sum of \$10,500.00, with 4 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, David Lee Robinson and Jacquenett Louise Robinson, 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 \$10,310.57 as unpaid principal, with interest thereon at the rate of 4 1/2 percent per annum from December 22, 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 the defendants, David Lee Robinson and Jacquenett Louise Robinson, in rem, for the sum of \$10,310.57, with interest thereon at the rate of 4 1/2 percent per annum from December 22, 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 plaintiff have and recover judgment, in rem, against the defendant, the City of Tulsa, Oklahoma, A Municipal Corporation.

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, shall 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

  
DAVID NELSON  
Assistant City Attorney  
Attorney for Defendant,  
City of Tulsa, Oklahoma, A  
Municipal Corporation

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

UNITED STATES OF AMERICA,  
Plaintiff,

vs.

DOUGLAS C. ROBINSON, AND  
REGINA ROBINSON,

Defendants. )

FILED  
JAN 10 1975  
Jack C. Silver, Clerk  
U. S. DISTRICT COURT

Civil Action No. 74-C-330

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 9<sup>th</sup> day  
of January, 1975, the plaintiff appearing by Robert P. Santee,  
Assistant United States Attorney, and the defendants, Douglas C.  
Robinson and Regina Robinson, appearing not.

The Court being fully advised and having examined the  
file herein finds that the defendants, Douglas C. Robinson and  
Regina Robinson, were served by publication, as appears from the  
Proof of Publication filed herein on December 27, 1974.

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 Forty-two (42), Block Eighteen  
(18), VALLEY VIEW ACRES ADDITION to  
the City of Tulsa, Tulsa County,  
Oklahoma, according to the recorded  
plat thereof.

THAT, the defendants, Douglas C. Robinson and Regina  
Robinson, did, on the 20th day of October, 1973, execute and  
deliver to the Administrator of Veterans Affairs, their mortgage

and mortgage note in the sum of \$9,750.00 with 6 percent interest per annum, and further providing for the payment of monthly installments of principal and interest.

The Court further finds that the defendants, Douglas C. Robinson and Regina Robinson, made default under the terms of the aforesaid mortgage note by reason of their failure to make monthly installments due thereon for more than 10 months last past, which default has continued and that by reason thereof the above-named defendants are now indebted to the plaintiff in the sum of \$9,790.00, as unpaid principal, with interest thereon at the rate of 6 percent per annum from March 1, 1974, 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, Douglas C. Robinson and Regina Robinson, in rem, for the sum of \$9,790.00 with interest thereon at the rate of 6 percent per annum from March 1, 1974, 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, shall 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  
(TSI)

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

ZESTEE FOODS, INCORPORATED, )  
a Corporation, )  
 )  
Plaintiff, )  
 )  
Vs. )  
 )  
FRUEHAUF CORPORATION, )  
a Corporation, )  
 )  
Defendant. )

Case No. 72-C-332

FILED  
JAN 10 1975

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

JUDGMENT

This action came on for trial before this Court, Honorable Fred Daugherty, District Judge, presiding, and the issues having been duly tried and a decision having been duly rendered,

IT IS ORDERED AND ADJUDGED that Plaintiff take nothing by its complaint, and that said action be dismissed on the merits, and that Defendant Fruehauf Corporation, recover of Plaintiff, Zestee Foods, Incorporated, the costs of said action.

IT IS FURTHER ORDERED AND ADJUDGED that Defendant Fruehauf Corporation recover of the Plaintiff Zestee Foods, Incorporated, the sum of Twenty-five Thousand Six Hundred One and 24/100 Dollars (\$25,601.24) with interest thereon as provided by law, and the costs of this action.

Dated at Oklahoma City, Oklahoma this 27th day of December, 1974.

*151 Fred Daugherty*  
~~CLERK OF THE COURT~~  
*Judge*

APPROVED AS TO FORM:

J. C. BAKER, Attorney for Plaintiff

MOREHEAD, SAVAGE, O'DONNELL,  
McNULTY & CLEVERDON

By *J. C. Morehead*  
J. C. Morehead, Attorney for Defendant

MOREHEAD, SAVAGE, O'DONNELL,  
McNULTY & CLEVERDON  
ATTORNEYS & COUNSELORS  
1107 PETROLEUM CLUB BUILDING  
TULSA, OKLAHOMA 74119  
918 - 584-4716

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

UNITED STATES OF AMERICA, )  
 )  
 ) Plaintiff, )  
vs. )  
 )  
 )  
HARRY F. COMBS and )  
HENRIETTA COMBS, )  
 )  
 )  
 ) Defendants. )

CIVIL ACTION NO. 74-C-404

FILED

JAN 10 1975

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

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 2th  
day of January, 1975, the plaintiff appearing by Robert P.  
Santee, Assistant United States Attorney, and the defendants,  
Harry F. Combs and Henrietta Combs, appearing not.

The Court being fully advised and having examined  
the file herein finds that Harry F. Combs and Henrietta Combs  
were served by publication, as appears from the Proof of  
Publication filed 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 Tulsa County, Oklahoma, within  
the Northern Judicial District of Oklahoma:

Lot Four (4), Block Forty-eight (48), VALLEY  
VIEW ACRES THIRD ADDITION to the City of Tulsa,  
Tulsa County, State of Oklahoma, according to  
the recorded plat thereof.

THAT the defendants, Harry F. Combs and Henrietta  
Combs, did, on the 11th day of May, 1974, execute and deliver  
to Administrator of Veterans Affairs, their mortgage and mortgage  
note in the sum of \$9,500.00 with 7 percent interest per annum,  
and further providing for the payment of monthly installments  
of principal and interest.

The Court further finds that the defendants, Harry F. Combs and Henrietta Combs, made default under the terms of the aforesaid mortgage note by reason of their failure to make monthly installments due thereon for more than seven 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 \$9,513.23 as unpaid principal, with interest thereon at the rate of 7 percent interest per annum from June 1, 1974, 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, Harry F. Combs and Henrietta Combs, in rem, for the sum of \$9,513.23 with interest thereon at the rate of 7 percent per annum from June 1, 1974, 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, shall 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.

*W. Allen C. Barrow*  
United States District Judge

APPROVED.

*Robert P. Santee*

ROBERT P. SANTEE  
Assistant United States Attorney

bcs

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

ARTHUR D. BOTVIN )

Plaintiff, )

vs. )

No. 73-C-391

OKIEBUG DISTRIBUTING CO., INC., )

DON T BUTLER, individually )

RAY SCOTT, individually d/b/a )

BASS ANGLERS SPORTSMAN SOCIETY, )

Defendants. )

**FILED**

JAN 9 1975

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

JUDGMENT

NOW, on the 9<sup>th</sup> day of January, 1974, the Court being advised in the premises, it is hereby ORDERED, ADJUDGED and DECREED as follows:

I.

That United States Letters Patent No. 3403431 issued October 1, 1968, and is currently owned by Plaintiff, ARTHUR D. BOTVIN, for the manufacture and sale of a certain type of "brush anchor".

II.

That the "brush anchors" heretofore sold by the Defendants hereto, OKIEBUG DISTRIBUTING CO. INC., and DON T. BUTLER and complained of in the complaint, constitute infringement on said Letters Patent owned by Plaintiff herein.

III.

That an injunction issue restraining Defendants, OKIEBUG DISTRIBUTING CO. INC., a Corporation, and DON T. BUTLER, individually, from making, using or selling "brush anchors" of the kind described by Plaintiff's original petition and in United States Letters Patent No. 3403431, or any other "brush anchor" which would infringe upon the said Letters Patent.

IV.

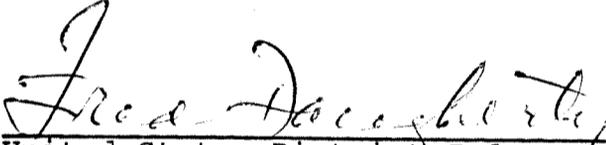
That the Defendants hereto deliver all "brush anchors" now in their possession or under their control, free of any cost to Plaintiff, to such location as Plaintiff shall designate at or near his place of residence in Dallas, Dallas County, State of Texas.

V.

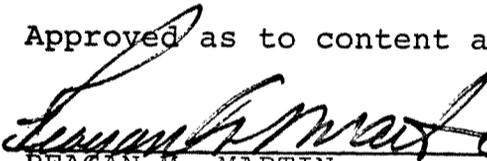
That the Plaintiffs are entitled no other or future relief as against the Defendants, Okiebug Distributing Co, Inc. or Don T. Butler, except as provided herein.

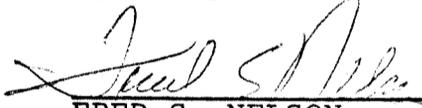
VI.

That the Defendants reimburse Plaintiffs for court costs incurred up to the sum of \$25.00.

  
United States District Judge

Approved as to content and form:

  
REAGAN M. MARTIN  
Attorney for Plaintiff 1-2-75

  
FRED S. NELSON  
Attorney for Defendants

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

ELIZABETH J. WILSON, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 GREAT WEST LIFE ASSURANCE )  
 COMPANY, a corporation, )  
 )  
 Defendants. )

No. 74-C-426

**FILED**

JAN 8 1975

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

ORDER OF DISMISSAL

ON this 8 day of January, 1975, upon the written application of the parties for a Dismissal with Prejudice of the Complaint and all causes of action, the Court having examined said application, finds that said parties have entered into a compromise settlement covering all claims involved in the Complaint and have requested the Court to dismiss said Complaint with prejudice to any future action, and the Court being fully advised in the premises, finds that said Complaint should be dismissed pursuant to said application.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the Complaint and all causes of action of the plaintiff filed herein against the defendant be and the same hereby is dismissed with prejudice to any future action.

By: Fred Daugherty  
JUDGE, DISTRICT COURT OF THE  
UNITED STATES, NORTHERN DISTRICT  
OF OKLAHOMA

APPROVALS:

OLIVER, EVANS & WALLIS

By: [Signature]  
Attorneys for the Plaintiff

G. Ellis Gable  
[Signature]  
Attorney for the Defendant

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

UNITED STATES OF AMERICA, )  
 )  
Plaintiff, )  
vs. ) CIVIL ACTION NO. 74-C-385  
 )  
 )  
JAMES LEE HALL, JEANETTE )  
HALL, and OKLAHOMA MORRIS )  
PLAN COMPANY, )  
 )  
Defendants. )

FILED

JAN 8 1975

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

JUDGMENT OF FORECLOSURE

THIS MATTER COMES on for consideration this 8<sup>th</sup>  
day of January, 1975, the plaintiff appearing by Robert P.  
Santee, Assistant United States Attorney; the defendant,  
Oklahoma Morris Plan Company, appearing by its attorney,  
D. Wm. Jacobus, Jr.; and the defendants, James Lee Hall and  
Jeanette Hall, appearing not.

The Court being fully advised and having examined  
the file herein finds that James Lee Hall and Jeanette Hall  
were served by publication, as appears from the Proof of  
Publication filed herein and that Oklahoma Morris Plan Company  
was served with Summons and Complaint on September 27, 1974,  
as appears from the Marshal's Return of Service herein.

It appearing that Oklahoma Morris Plan Company has  
duly filed its Disclaimer herein on October 29, 1974; that  
James Lee Hall and Jeanette Hall have failed to answer herein;  
and that default has been entered by the Clerk of this Court.

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

Lot Five (5), Block Forty-five (45), VALLEY  
VIEW ACRES SECOND ADDITION to the City of  
Tulsa, Tulsa County, Oklahoma, according to  
the recorded plat thereof.

THAT the defendants, James Lee Hall and Jeanette Hall, did, on the 30th day of August, 1972, execute and deliver to the Administrator of Veterans Affairs, their mortgage and mortgage note in the sum of \$11,250.00 with 7 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, James Lee Hall and Jeanette Hall, made default under the terms of the aforesaid mortgage note by reason of their failure to make monthly installments due thereon for more than 11 months last past, which default has continued and that by reason thereof the above-named defendants are now indebted to the plaintiff in the sum of \$11,283.64 as unpaid principal, with interest thereon at the rate of 7 1/2 percent interest per annum from February 1, 1974, until paid, plus the cost of this action accrued and accruing.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the plaintiff have and recover judgment against defendants, James Lee Hall and Jeanette Hall, in rem, for the sum of \$11,283.64 with interest thereon at the rate of 7 1/2 percent per annum from February 1, 1974, 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, shall 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 and they are forever barred and foreclosed of any right, title, interest or claim in or to the real property or any part thereof.

*(S) Luther Bohanon*  
United States District Judge

APPROVED.

*[Signature]*  
ROBERT P. SANTIPE  
Assistant United States Attorney

DCS

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

EPIC ENTERPRISES, INC.,  
an Oklahoma corporation,

Plaintiff,

-vs-

DR. JOHN E. BROTHERS, JERRY HOLBROOK,  
BILL G. JONES, JAMES A. WALLACE,  
C. E. WATTENBERG, IVAN H. KEATLEY,  
W. R. YEUBANKS, LOUIS W. RAY and  
ROBERT I. BERRY,

Defendants.

Case No. 74-C-296

**FILED**

JAN 6 1975

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

ORDER

Upon consideration of Defendants' Motion To Dismiss,  
the Court finds and concludes that the same should be granted.

The claims asserted by the Plaintiff are alleged to arise  
under Section 14(a) of the Securities Exchange Act of 1934, 15  
U.S.C. §78(n)(a), <sup>1/</sup> *a fortiori* Securities and Exchange Commission  
Rule 14(a)-9, 17 CFR §240.14a-9, promulgated thereunder. <sup>2/</sup>

Prior to September 29, 1973 Defendants were the duly elected and  
acting Directors of the Plaintiff corporation. On September 29,  
1973 Plaintiff held its Annual Stockholders' Meeting for the

1/

This Statute provides:

"It shall be unlawful for any person, by the use of  
the mails or by any means or instrumentality of interstate  
commerce or of any facility of a national securities exchange  
or otherwise, in contravention of such rules and regulations as  
the Commission may prescribe as necessary or appropriate in the  
public interest or for the protection of investors, to solicit  
or to permit the use of his name to solicit any proxy or con-  
sent or authorization in respect of any security (other than  
an exempted security) registered pursuant to section 78l of this  
title."

2/

This Rule provides:

"(a) No solicitation subject to this regulation  
shall be made by means of any proxy statement,  
form of proxy, notice of meeting or other communi-  
cation, written or oral, containing any statement  
which at the time and in the light of the circum-  
stances under which it is made, is false or mis-  
leading with respect to any material fact, or which  
omits to state any material fact necessary to make  
the statements therein not false or misleading or  
necessary to correct any statement in any earlier  
communication with respect to the solicitation of  
a proxy for the same meeting or subject matter which

purpose of electing Directors to serve the following year and to vote on certain proposed amendments to Plaintiff's Articles of Incorporation and Bylaws. In connection with this Annual Stockholders' Meeting Defendants prepared and distributed a Proxy Statement wherein they solicited proxies on their behalf. It is alleged that this Proxy Statement contained a false statement and a misleading omission in violation of Section 14(a) of the Securities Exchange Act of 1934, 15 U.S.C. §78(n) (a) and Securities and Exchange Commission Rule 14(a)-9, 17 CFR §240.14a-9.

The proxy statement is alleged to be false in that it stated that management would spend no more than \$6,000 on proxy solicitation and that as of the date of mailing no more than \$3,500 had been spent; whereas, in fact more than \$6,000 had already been spent on proxy solicitation as of the date of the mailing and more than \$16,000 in total expense would be incurred by the management in proxy solicitation. The alleged misleading omission is the failure of the Proxy Statement to disclose that the management had approved an illegal and unauthorized loan transaction with Defendant Holbrook while he was a Director and officer of Plaintiff, said loan transaction allegedly being in violation of a specific provision of the Oklahoma Business Corporations Act (18 Oklahoma Statutes §1.175).

It is Plaintiff's contention that the abovementioned false and misleading statement and omission were material violations of §14(a) of the Securities Exchange Act of 1934 and that these violations caused it damages of \$10,000, that being the amount of proxy solicitation overexpenditures, and

of \$18,000, that being the amount of the illegal loan to Defendant Holbrook. Defendants have filed a Motion to Dismiss for failure to state a claim upon which relief can be granted, pursuant to Rule 12(b)-(6), Federal Rules of Civil Procedure, or in the Alternative to Stay the Proceedings as there is another action pending involving the same parties and same issues.

With regard to the Motion to Dismiss, it is Defendants' position that in order to maintain a private action based on an alleged §14(a) violation a Plaintiff must establish these four elements:

- (i) a solicitation of proxies,
- (ii) containing a false or misleading statement or omission,
- (iii) which is material, and
- (iv) which causes injury to the Plaintiff.

Defendants concede that the first two of these four requirements have been met by Plaintiff, but contend that the last two, materiality and causation, are lacking and, therefore, the Complaint should be dismissed as a matter of law. It appears that Defendants' interpretation of the law is essentially correct. The first three of the four requirements are found in Securities and Exchange Commission Rule 14(a)-9, 17 CFR 14(a)-9 as shown by the underscoring below:

"(a) No solicitation subject to this regulation shall be made by means of any proxy statement, form of proxy, notice of meeting or other communication, written or oral, containing any statement which at the time and in the light of the circumstances under which it is made, is false or misleading with respect to any material fact, or which omits to state any material fact necessary to make the statements therein not false or misleading or necessary to correct any statement in any earlier communication with respect to the solicitation of a proxy for the same meeting or subject matter which has become false or misleading."

The fourth requirement of causation is found in the case law dealing with private §14(a) actions and has been recognized by the Supreme Court in J. I. Case Co. v. Borak, 377 U.S. 426, 12 L. Ed. 2d 423, 84 S.Ct. 1555 (1964) and in Mills v. Electric Auto-Lite Co., 396 U.S. 375, 24 L.Ed. 2d 593, 90 S.Ct. 616 (1970). Although the Court merely tacitly assumes the necessity of causation in these cases, the rule has been firmly announced in lower courts that an essential element of a private §14(a) action is causation. It was frequently stated prior to the Mills case, *supra*, and in at least one case subsequent to it, that the requisite degree of causation in a private §14(a) action is that the alleged §14(a) violation result in the damage claimed. Barnett v. Anaconda Company, 238 F. Supp. 766 (S.D. NY 1965), Weiss v. Sunasco Incorporated, 295 F. Supp. 434 (E.D. Mo. 1971). In light of the Court's statement in Mills, *supra*, that:

"...Where there has been a finding of materiality, a shareholder has made a sufficient showing of causal relationship between the violation and the injury for which he seeks redress if, as here, he proves that the proxy solicitation itself, rather than the particular defect in the solicitation materials, was an essential link in the accomplishment of the transaction..."

the correct rule appears to be that in order to maintain a private §14(a) action there must be a causal connection between a proxy statement containing a §14(a) violation and the transaction causing the damage for which a plaintiff seeks redress. This is the rule of Smith v. Murchison, 310 F. Supp. 1079 (S.D. NY 1970), and Beatty v. Bright, 318 F. Supp. 169 (S.D. Iowa 1970).

The transactions of which Plaintiff herein complains are (1) an over-expenditure on proxy solicitations and (2) an illegal

loan to Defendant Holbrook. The alleged violations of §14(a) are said to be contained in a proxy statement wherein the directors of Plaintiff solicited the proxies of shareholders in Plaintiff for the purpose of being reelected as Directors and in connection with certain amendments to corporate articles and bylaws. Assuming, arguendo, that the proxy solicitation did contain a material violation of §14(a), it is apparent that Plaintiff has failed to state a cause of action upon which relief can be granted for the facts as plead do not show causation between the alleged false and misleading proxy statement and the alleged transactions causing the harm of which Plaintiff complains. The proxy solicitation was not a link in the accomplishment of either the (1) alleged overexpenditures or (2) the alleged illegal loan. These actions were taken by virtue of the Defendants' position in the corporation and not through an authorization obtained through alleged false proxy statements.

For the purposes of a Motion To Dismiss for failure to state a claim upon which relief can be granted under Rule 12(b)-(6), the complaint is construed in the light most favorable to Plaintiff and its allegations are taken as true. However, it is only the allegations of fact which are accepted as true and conclusions of law are not accepted as true. 5 Federal Practice and Procedure, Wright and Miller, 1357. Plaintiff's allegations of fact do not show causal connection between the transactions allegedly causing its damages and the proxy solicitations. Plaintiff's allegation of causation is a mere conclusion of law unsupported by any factual allegations.<sup>3/</sup>

3/

Accepting as true Plaintiff's allegations of fact, which are that Defendants prepared and distributed proxy statements containing misstatements and omissions, construing the Complaint in the light most favorable to Plaintiff in considering that the omissions and misstatements were material, and disregarding Plaintiff's conclusion of law that its damages were caused by the proxy violations, it must be concluded that Plaintiff has failed to state a cause of action upon which relief can be granted, for the alleged facts do not show any causal connection between the proxy solicitation and the transactions which caused the damages of which Plaintiff complains. The well pleaded facts do not show that Defendants obtained "authorization for corporate action by means of deceptive or inadequate disclosures in proxy solicitations". It may well be that the alleged misstatements and omissions constitute material violations of §14(a), but Defendants while engaged in such conduct do not become "insurer(s) against all harm."

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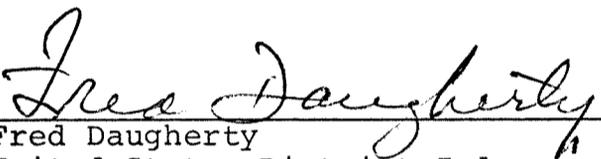
The classic example of causation is where authorization for a disadvantageous merger is obtained through a false proxy solicitation. See Mills, supra. This is the type of causation contemplated for the maintenance of a private §14(a) action.

"It has been held repeatedly that one whose liability creating conduct is the violation of a statute which makes certain conduct a public offense does not, while engaged in such violation, become an insurer against all harm. The situation is not like that of one who, engaged in a felony, unintentionally causes the death of a human being and is, nevertheless, subject to punishment as a murderer. As Dean Thayer pointed out a number of years ago "Criminal conduct which had no effect in causing the injury can no more be a ground of liability than noncausative negligence. In either case the wrongdoing is without legal significance as between the parties." Our statute-breaker is civilly liable only if his law violation causes another harm of the sort which it was the presumed intention of the Legislature to protect against and that injury occurred in a way proscribed by the statute." (Footnotes omitted)."  
Downing v. Howard, 162 F. 2d 654 (Third Cir. 1947),  
quoted in Barnett v. Anaconda Company, supra.

The injuries of which Plaintiff complains are not of the sort §14(a) was designed to protect against. J. I. Case v. Borak, supra, holds:

"The purpose of §14(a) is to prevent management or others from obtaining authorization for corporate action by means of deceptive or inadequate disclosures in proxy solicitations."

There being no causation shown between the proxy solicitation containing the alleged violation and the transactions allegedly causing Plaintiff's damages, there can be no liability based on the alleged violation. The Defendants' Motion To Dismiss is sustained and accordingly it is ordered that Plaintiff's Complaint is dismissed this 6<sup>th</sup> day of January, 1975.

  
\_\_\_\_\_  
Fred Daugherty  
United States District Judge

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

JACKIE LYNN CUNDIFF, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 CITY CLUB OF TULSA, INC., and )  
 U. S. SECRETARY OF LABOR, )  
 PETER BRENNAN, )  
 )  
 Defendants. )

No. 74-C-370

FILED  
JAN 6 1975  
Jack C. Silver, Clerk  
U. S. DISTRICT COURT

ORDER OF DISMISSAL

Now on this 3<sup>rd</sup> day of January 1974, the above cause comes on before me, the undersigned United States District Judge for the Northern District of the State of Oklahoma for consideration of the Stipulation for Dismissal of the plaintiff and defendants herein. The Court finds that said cause has been settled and that the defendant, City Club of Tulsa, Inc., a corporation, has this date paid to the plaintiff, Jackie Lynn Cundiff, the sum of \$550.00 in full settlement, release and satisfaction of plaintiff's cause of action set forth in the Complaint filed herein and that plaintiff, Jackie Lynn Cundiff, has accepted said sum in full satisfaction, release and discharge of her cause of action and claim against the defendant, City Club of Tulsa, Inc., a corporation, and the Court, after due consideration, finds that said Stipulation for Dismissal with prejudice should be approved.

IT IS THEREFORE ORDERED that this cause be, and the same is, hereby dismissed with prejudice as to any further proceedings herein, each party to bear their own costs.

Arthur Bohannon  
United States District Judge

Approved as to form:

Gordon D. McAllister, Jr.  
Gordon D. McAllister, Attorney  
for Plaintiff

Neil E. Bogan  
Neil E. Bogan, Attorney for  
Defendant, City Club of Tulsa,  
Inc., a corporation

NATHAN G. GRAHAM, United States Attorney

By: Robert P. Santee  
Robert P. Santee  
Assistant United States Attorney

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

TULSA 700, I, LTD., )  
an Oklahoma Limited Partnership; )  
MEMPHIS 600, LTD., )  
an Oklahoma Limited Partnership; )  
MEMPHIS 626, LTD., )  
an Oklahoma Limited Partnership; )  
TAMPA 212, LTD., )  
an Oklahoma Limited Partnership; )  
TAMPA 442, LTD., )  
an Oklahoma Limited Partnership; )  
VERDEX REALTY MANAGEMENT, INC., )  
a Delaware corporation, )

Plaintiffs, )

-vs-

LEWIS AVENUE INVESTMENT COMPANY, )  
an Oklahoma Partnership; )  
JACK SOWLES and JAMES C. METZKER, )

Defendants. )

No. 74-C-360

FILED  
JAN 6 1975  
Jack C. Silver, Clerk  
U. S. DISTRICT COURT

ORDER GRANTING STIPULATED DISMISSAL WITH PREJUDICE

There came to hand on this 3rd day of January, <sup>1975</sup>~~1974~~, the joint stipulation of the above styled Plaintiffs and Defendants for an order of dismissal of Plaintiffs' complaint and Defendants' counterclaim and it appearing that the parties have compromised, settled and executed mutual releases with respect to the cause of actions contained therein;

IT IS ACCORDINGLY ORDERED, ADJUDGED AND DECREED that the action filed by Plaintiffs and the counterclaim filed by Defendants be and they are hereby dismissed with prejudice to the refileing by either party of these causes of action, and accordingly the preliminary injunction entered by this Court on September 20, 1974, and the temporary restraining order entered by this Court on September 20, 1974, in the above styled and captioned cause are vacated; and IT IS FURTHER ORDERED that Plaintiffs and The Aetna Casualty and Surety Company are hereby released and discharged from all liability or obligation arising out of the Preliminary Injunction Bond filed in this

cause by the Plaintiffs herein.

Luther Bohanon  
Luther Bohanon,  
United States District Judge

Presented by:

SCHLANGER, COOK, COHN & MILLS

By [Signature]  
Joel W. Cook / Barry A. Bohanon  
Attorneys for Plaintiffs

COSGRAVE & KESTER

By [Signature]  
James H. Gidley  
Attorneys for Defendants



F.W. Woolworth, and Firestone Tire & Rubber have failed to answer herein and that default has been entered by the Clerk of this Court.

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

Lot Seven (7), Block Twenty (20), NORTHRIDGE,  
an Addition in Tulsa County, Oklahoma,  
according to the recorded Plat thereof.

THAT the defendants, Moses Walker, Jr. and Gail Marie Walker, did, on the 17th day of November, 1972, execute and deliver to the Administrator of Veterans Affairs their mortgage and mortgage note in the sum of \$10,500.00, with 4 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 defendant Moses Walker, Jr. and Gail Marie Walker, made default under the terms of the aforesaid mortgage note by reason of their failure to make monthly installments due thereon for more than 12 months last past, which default has continued and that by reason thereof the above-named defendants are now indebted to the plaintiff in the sum of \$10,454.47, as unpaid principal, with interest thereon at the rate of 4 1/2 percent per annum from March 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 the defendants Moses Walker, Jr. and Gail Marie Walker, in rem, for the sum of \$10,454.47, with interest thereon at the rate of 4 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.

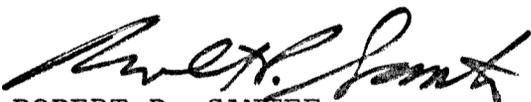
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff have and recover judgment, in rem, against the defendants F.W. Woolworth and Firestone Tire & Rubber.

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, shall 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  
(tsi)

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

TULSA 700, I, LTD., )  
an Oklahoma Limited Partnership; )  
MEMPHIS 600, LTD., )  
an Oklahoma Limited Partnership; )  
MEMPHIS 626, LTD., )  
an Oklahoma Limited Partnership; )  
TAMPA 212, LTD., )  
an Oklahoma Limited Partnership; )  
TAMPA 442, LTD., )  
an Oklahoma Limited Partnership; )  
VERDEX REALTY MANAGEMENT, INC., )  
a Delaware corporation, )  
 )  
Plaintiffs, )  
 )  
-vs- )  
 )  
LEWIS AVENUE INVESTMENT COMPANY, )  
an Oklahoma Partnership; )  
JACK SOWLES and JAMES C. METZKER, )  
 )  
Defendants. )

FILED

JAN 10 1975

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

No. 74-C-360

ORDER GRANTING STIPULATED DISMISSAL WITH PREJUDICE

There came to hand on this 27 day of December  
1974, the joint stipulation of the above styled Plaintiffs and  
Defendants for an order of dismissal of Plaintiffs' complaint  
and Defendants' counterclaim and it appearing that the parties  
have compromised, settled and executed mutual releases with  
respect to the cause of actions contained therein;

IT IS ACCORDINGLY ORDERED, ADJUDGED AND DECREED that  
the action filed by Plaintiffs and the counterclaim filed by  
Defendants be and they are hereby dismissed with prejudice to  
the refiling by either party of these causes of action, and  
accordingly the preliminary injunction entered by this Court  
on September 20, 1974, and the temporary restraining order  
entered by this Court on September 20, 1974, in the above styled  
and captioned cause are vacated; and IT IS FURTHER ORDERED  
that Plaintiffs and The Aetna Casualty and Surety Company are  
hereby released and discharged from all liability or obligation  
arising out of the Preliminary Injunction Bond filed in this

cause by the Plaintiffs herein.

1/1/ Luther Bohanon  
Luther Bohanon,  
United States District Judge

Presented by:

SCHLANGER, COOK, COHN & MILLS

By Joel W. Cook, Barry A. Brown  
Attorneys for Plaintiffs

COSGRAVE & KESTER

By James H. Gidley  
Attorneys for Defendants

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

TULSA 700, I, LTD., )  
an Oklahoma Limited Partnership; )  
MEMPHIS 600, LTD., )  
an Oklahoma Limited Partnership; )  
MEMPHIS 626, LTD., )  
an Oklahoma Limited Partnership; )  
TAMPA 212, LTD., )  
an Oklahoma Limited Partnership; )  
TAMPA 442, LTD., )  
an Oklahoma Limited Partnership; )  
VERDEX REALTY MANAGEMENT, INC., )  
a Delaware corporation, )  
)  
Plaintiffs, )  
)  
-vs- )  
)  
LEWIS AVENUE INVESTMENT COMPANY, )  
an Oklahoma Partnership; )  
JACK SOWLES and JAMES C. METZKER, )  
)  
Defendants. )

FILED  
JAN 7 1975  
Jack C. Silver, Clerk  
U. S. DISTRICT COURT

No. 74-C-360 ✓

ORDER GRANTING STIPULATED DISMISSAL WITH PREJUDICE

There came to hand on this 27 day of December, 1974, the joint stipulation of the above styled Plaintiffs and Defendants for an order of dismissal of Plaintiffs' complaint and Defendants' counterclaim and it appearing that the parties have compromised, settled and executed mutual releases with respect to the cause of actions contained therein;

IT IS ACCORDINGLY ORDERED, ADJUDGED AND DECREED that the action filed by Plaintiffs and the counterclaim filed by Defendants be and they are hereby dismissed with prejudice to the refiling by either party of these causes of action, and accordingly the preliminary injunction entered by this Court on September 20, 1974, and the temporary restraining order entered by this Court on September 20, 1974, in the above styled and captioned cause are vacated; and IT IS FURTHER ORDERED that Plaintiffs and The Aetna Casualty and Surety Company are hereby released and discharged from all liability or obligation arising out of the Preliminary Injunction Bond filed in this

cause by the Plaintiffs herein.

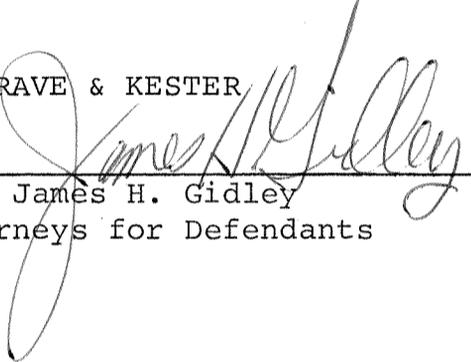
Luther Bohanon  
Luther Bohanon,  
United States District Judge

Presented by:

SCHLANGER, COOK, COHN & MILLS

By   
Joel W. Cook / *Barry A Brown*  
Attorneys for Plaintiffs

COSGRAVE & KESTER

By   
James H. Gidley  
Attorneys for Defendants



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

SHIRLEY JANE GANN )

Plaintiff, )

vs. )

No. 73-C-341 )

TRANSAMERICAN FREIGHT LINE, )  
INC., a foreign corporation; )  
DARRELL VANCE KEENER: and )  
SEABOARD SURETY COMPANY, a )  
foreign insurance company, )

Defendants. )

FILED

JAN 1975

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

ORDER OF DISMISSAL

This matter came on for consideration on this 3rd day  
of ~~November, 1974~~ <sup>January, 1975</sup>, upon the Joint Application For Dismissal  
With Prejudice filed herein. The Court being duly advised  
in the premises, finds that said application for dismissal  
is in the best interests of justice and should be approved  
and the above styled and numbered cause of action dismissed  
with prejudice to a refiling.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the  
Court that the Joint Application For Dismissal With Pre-  
judice by the parties be and the same is hereby approved  
and the above styled and numbered cause of action and  
Complaint is dismissed with prejudice to a refiling.

Walter Bohannon  
UNITED STATES DISTRICT JUDGE

APPROVED:

Thomas L. Palmer  
Thomas L. Palmer, Attorney  
for Plaintiff

Donald Church  
Donald Church, Attorney  
for defendants

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

BIRDENA CLEVELAND )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 TRANSAMERICAN FREIGHT LINE, )  
 INC., a foreign corporation; )  
 DARRELL VANCE KEENER; and )  
 SEABOARD SURETY COMPANY, a )  
 foreign insurance company, )  
 )  
 Defendants. )

No. 73-C-340

E I L E D  
JAN 2 1975  
Jack C. Silver, Clerk  
U. S. DISTRICT COURT

ORDER OF DISMISSAL

This matter came on for consideration on this 3rd day of January, 1975 ~~November, 1974~~ upon the Joint Application For Dismissal With Prejudice filed herein. The Court being duly advised in the premises, finds that said application for dismissal is in the best interests of justice and should be approved and the above styled and numbered cause of action dismissed with prejudice to a refiling.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the Joint Application For Dismissal With Prejudice by the parties be and the same is hereby approved and the above styled and numbered cause of action and Complaint is dismissed with prejudice to a refiling.

J. Luther Bohannon  
UNITED STATES DISTRICT JUDGE

APPROVED:

Thomas L. Palmer  
Thomas L. Palmer, Attorney  
for Plaintiff

Donald Church  
Donald Church, Attorney  
for defendants





UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

JAN 2 1975

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

PETER J. BRENNAN, Secretary of Labor, )  
United States Department of Labor, )  
Plaintiff )  
v. )  
TULSA BUILDING SUPPLY, INC., a )  
corporation, and EDWARD L. )  
SEMONES, individually, president )  
Defendants

Civil Action

No. 73-C-243

JUDGMENT

In accordance with the findings of fact and conclusions of law signed and entered in this action on the 27<sup>th</sup> day of January, 1974, it is:

ORDERED, ADJUDGED, and DECREED that defendants, their officers, agents, servants, employees, and all other persons acting or claiming to act in their behalf and interest be, and they hereby are, permanently enjoined from violating the provisions of sections 15(a)(2) and 15(a)(5) of the Fair Labor Standards Act of 1938 (29 U.S.C. 201, et seq.), hereinafter referred to as the Act, in any of the following manners:

I

Defendants shall not, contrary to sections 6 and 15(a)(2) of the Act, employ any employees in an enterprise engaged in commerce or in the production of goods for commerce, within the meaning of the Act, at rates of pay less than the rates specified in section 6 of the Act.

II

Defendants shall not, contrary to sections 7 and 15(a)(2) of the Act, employ any employee in an enterprise engaged in commerce or in the production of goods for commerce, within the meaning of the Act, for a workweek longer than 40 hours, unless such

employee receives compensation for his employment in excess of such hours at a rate not less than one and one-half times the regular rate at which he is employed.

III

Defendants shall not, contrary to sections 11(c) and 15(a)(5) of the Act, fail to make, keep and preserve adequate and accurate records of the persons employed by them and of the wages, hours, and other conditions and practices of employment maintained by them, as prescribed by regulations issued by the Administrator of the Employment Standards Administration, United States Department of Labor (29 U.S.C. Part 516).

It is further ORDERED that defendants be, and they hereby are restrained from withholding payment of minimum wages and overtime compensation in the total amount of \$7,480.55 together with interest thereon in the total amount of \$1,007.27 which the court finds is due under the Act to defendants' following named employees in the amounts indicated:

<u>Employee</u>	<u>Minimum Wages and Overtime Compensation Due</u>	<u>Interest Due</u>
James C. Bittle	\$ 18.72	\$ 2.71
Patricia Ann Bond	66.68	10.66
Nancy Bowling	184.51	22.14
Jerry Butler	241.17	43.41
Floyd L. Chenault	9.50	1.00
Darrell Cossey	64.00	6.72
Darryl Crews	865.97	116.95
Bob D. Foster	10.85	1.41
Dwight Frink	307.29	32.26
Robert Gaghins	190.36	20.93
Tom Gann	95.60	9.56
Steve Gibson	370.59	53.74
Bobby Lee Holt	134.75	22.23
Joyce Klein	14.75	1.47
Don Manley	96.94	14.05
Bill Morgan	74.45	8.56
John C. Nimmo	107.57	19.50
Warren Norcom	58.10	6.10
Victor Osten	124.91	18.11
Peggy Peterson	21.39	2.99
Pamela Pope	71.30	8.91
Dennis Redmon	887.00	110.87
Rance Robinson	122.30	23.23
James R. Rudisaile	726.66	109.00
Deborah A. Siefkin	15.87	1.83
Randall Sims	29.07	3.63
Michael D. Smith	36.12	4.33
Roger Smith	10.92	1.58

<u>Employee</u>	<u>Minimum Wages and Overtime Compensation Due</u>	<u>Interest Due</u>
Klorene Spiker	\$1,229.94	\$147.59
Gale Stacy	578.39	75.19
Rick Stacy	319.85	43.18
Connie J. Tennant	59.34	7.42
Mike Weavel	122.30	23.23
Nancy Weiser	112.62	14.07
Deborah West	10.64	1.59
Steve Wiggins	90.13	17.12
<b>TOTAL</b>	<b>\$7,480.55</b>	<b>\$1,007.27</b>

The provisions of this order shall be deemed satisfied when the defendants deliver to the plaintiff a cashier's or certified check in the amount of \$8,487.82. Payment of said amount shall be made within ten (10) days from the date of this judgment.

ORDERED that upon receipt by plaintiff of unpaid wages as provided in this judgment, he shall promptly proceed to make distribution in appropriate shares to those persons named in said judgment or to the legal representative of any deceased person so named less appropriate income tax and social security deductions. If, after making reasonable and diligent efforts to disburse said unpaid wages to the persons entitled thereto, plaintiff is unable to do so because of inability to locate a proper person, or because of a refusal to accept payment by any such person he shall, as provided in 28 U.S.C. 2041, deposit such unpaid funds with the Clerk of this court. Any of such funds may be withdrawn for payment to a person entitled thereto upon orders of this court.

Each party shall pay his own costs.

DATED this 2nd day of January, 1974.

151 Howard Bealton  
UNITED STATES DISTRICT JUDGE

CERTIFICATE OF SERVICE

Harvey M. Shapan, being one of plaintiff's attorneys of record, does hereby certify that on the 3rd day of December, 1974, he served a true and correct copy of plaintiff's proposed findings of fact and conclusions of law and proposed judgment upon:

Mr. Edward L. Semones, President  
Tulsa Building Supply, Inc.  
8516 E. 41st  
Tulsa, Oklahoma

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Harvey M. Shapan  
Attorney