

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF OKLAHOMA

CLERK'S OFFICE

UNITED STATES COURT HOUSE

TULSA, OKLAHOMA 74103

JACK C. SILVER
CLERK

(918) 581-779
(FTE) 736-779

July 31, 1987

TO: Counsel/Parties of Record

RE: Case # 87-C-493-C

Lindley v. Langenkamp

This is to advise you that Chief Judge H. Dale Cook entered the following Minute Order this date in the above case:

The notice of appeal of Bruce Lindley, considered by the Court pursuant to Bankruptcy Rule 8003(c) as a motion for leave to appeal, is hereby denied.

Very truly yours,

JACK C. SILVER, CLERK

By: *Amita Muncieff*
Deputy Clerk

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

FILED

JUL 30 1987

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

WESTINGHOUSE ELECTRIC SUPPLY)
COMPANY, a division of)
Westinghouse Electric Corporation,)
)
Plaintiff,)

vs.)

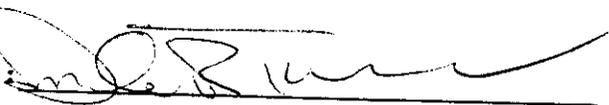
Case No. 86-C-1060-B

TOM MARTIN CONSTRUCTION COMPANY,)
and FIDELITY & DEPOSIT COMPANY OF)
MARYLAND,)
)
Defendants.)

OF
STIPULATION FOR DISMISSAL WITH PREJUDICE

The parties hereto hereby stipulate, pursuant to Fed.
R. Civ. Pro. 41(a)(1), for the dismissal of this action with
prejudice, with each party to bear its own costs.

LAURENCE L. PINKERTON
ANDREW R. TURNER

By: 

2400 First National Tower
Tulsa, Oklahoma 74103
(918) 586-5711

Attorneys for WESTINGHOUSE
ELECTRIC SUPPLY COMPANY

OF COUNSEL:

CONNER & WINTERS
2400 First National Tower
Tulsa, Oklahoma 74103
(918) 586-5711


WILLIAM C. DONOVAN

of
JONES, GIVENS, GOTCHER,
BOGAN & HILBORNE
3800 First National Tower
Tulsa, Oklahoma 74103
(918) 581-8200

Attorneys for Defendants
TOM MARTIN CONSTRUCTION COMPANY
and FIDELITY & DEPOSIT
COMPANY OF MARYLAND

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

7/29/87

JUL 29 1987

JACK G. GILVER, CLERK
U.S. DISTRICT COURT

R. JAMES WOOLF,)
a/k/a James W. Bolt,)
)
Petitioner,)
)
v.) No. 86-C-1131-B
) (No. 82-CR-93-B)
UNITED STATES OF AMERICA,)
)
Respondent.)

O R D E R

Before the Court is Petitioner's Motion to Vacate, Set Aside, or Correct Sentence pursuant to 28 U.S.C. §2255. Petitioner was convicted by a jury on April 22, 1983, of two counts of making false statements in loan applications and two counts of mail fraud. On May 23, 1983, Petitioner was sentenced to four and one-half years in prison and four years probation. Petitioner was further ordered to pay the costs of this prosecution. Petitioner is presently incarcerated at FCI La Tuna, Texas. For the reasons set forth below, Petitioner's motion is denied.

Petitioner's motion to vacate is based on two grounds: First, alleged ineffective assistance of counsel in failing to appeal on the basis of unlawful search. Second, denial of Petitioner's Fourth Amendment rights due to an overbroad and vague search warrant.

Petitioner appealed his conviction to the Tenth Circuit Court of Appeals which affirmed that conviction in November 1985.

United States v. Bolt, 776 F.2d 1463 (10th Cir. 1985). The Court of Appeals has also addressed the following matters herein (mandate issued February 20, 1986):

- No. 85-8008 Application for bail pending appeal. Denied as moot and case dismissed.
- No. 85-1402 Appeal from order revoking appeal bond. Dismissed for lack of appellate jurisdiction.
- No. 85-1816 Appeal from order refusing release from sentence. Dismissed as moot.
- No. 85-2131 Appeal from order denying motion for counsel of choice. Dismissed for lack of appellate jurisdiction.

Petitioner first contends that his counsel, attorney John T. Hall, of Tulsa, Oklahoma, failed to appeal the issue of unlawful search to the Tenth Circuit Court of Appeals. However, the Tenth Circuit Court of Appeals has held that §2255 is not an appropriate remedy to attack the competence of counsel at the appellate stage since such a motion would not relate to matters which would invalidate the judgment or sentence within the contemplation of §2255. Powers v. United States, 316 F.2d 223, 224 (10th Cir. 1963), cert. denied, 375 U.S. 858 (1963) , reh'g denied, 375 U.S. 982 (1964). For this reason, the court concludes that Petitioner's first contention is an inappropriate ground for relief under §2255.

Petitioner's second ground for relief is that the search warrant executed by authorities on June 9, 1982, at the offices of Simulation Systems, 1737 South Memorial Drive, Tulsa, Oklahoma, was defective. Petitioner filed a motion to suppress

on this basis on July 19, 1982. On September 16, 1982, the court conducted an evidentiary hearing on Petitioner's Motion to Suppress. After reviewing the record herein, the court concludes that Petitioner's challenge to the affidavit supporting the search warrant herein was wholly inadequate to overcome the presumption of validity with respect to that affidavit. Franks v. Delaware, 438 U.S. 154, 171 (1978). Petitioner offered only conclusory allegations that an informant named in that affidavit was "an unreliable person." A defendant's attack on an affidavit must be more than conclusory; there must be allegations, accompanied by offers of proof, of deliberate falsehood or reckless disregard for the truth. Franks v. Delaware, supra, at 171. See, 8 Fed.Proc, L.Ed. §22:120 (1982).

The record herein also establishes that Petitioner's second ground for relief is also inadequate to support his motion. The protection offered by the Fourth Amendment is personal, and only a victim of an unconstitutional search and seizure may complain. Alderman v. United States, 394 U.S. 165 (1969), reh'g denied, 394 U.S. 939 (1969). As a general rule, a person who brings a motion to suppress evidence on the ground that it was seized during an illegal search must assert an interest in the property seized, or a property or possessory interest in the premises searched. Rakas v. Illinois, 439 U.S. 128 (1978), reh'g denied, 439 U.S. 1122 (1978). The record herein is devoid of any evidence or testimony that the property seized during the allegedly unlawful search even belonged to Petitioner. In fact, Petitioner conceded

as much at the evidentiary hearing on September 16, 1982. The transcript of that hearing provides:

THE COURT: Well, the first problem I have with this is what standing do you have to object to this?

MR. BOLT: Your Honor -- (pause in time)

THE COURT: There is no testimony here this is even your property.

MR. BOLT: Your Honor - you are correct.

* * *

THE COURT: There is no proof here you have any right to even object to the search.

MR. BOLT: Well, Your Honor, I believe there was testimony by Agent McLain anyway that I was an officer of Saturation Systems, so to that extent.

THE COURT: Well, an officer doesn't have a right to object to the corporate record.

MR. BOLT: Well, Your Honor, certain properties and personal property isn't listed in there.

THE COURT: Pardon?

MR. BOLT: Some personal property which was seized is my own personal property.

THE COURT: There is no testimony before this Court of that fact.

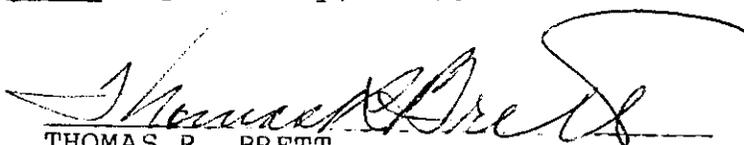
MR. BOLT: I understand that, Your Honor, but I think there is other evidence -- at least based upon review of the superceding indictment that some information was seized -- which was seized -- has been used and probably will be used at trial.

THE COURT: Even if it is your personal property, it is the individual that has the right to object, not the fact that your property -- if some third party has your property and they seize it you don't have a right to object to it.

MR. BOLT: Very well. I will submit the question to the Court, Your Honor.

Thus, the record of the hearing held September 16, 1982, establishes the Petitioner never asserted any cognizable basis for his motion to suppress evidence seized from the offices of a third party, Saturation Systems, Inc. It plainly appears from the record of prior proceedings herein that the Applicant is not entitled to relief under §2255. Therefore, Petitioner's motion to vacate is denied.

IT IS SO ORDERED, this 28th day of July, 1987.


THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

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

7211 775

JUL 28 1987

JACK O. GUNDEL, CLERK
U.S. DISTRICT COURT

R. JAMES WOOLF,)
a/k/a James W. Bolt,)
)
Petitioner,)
)
v.) No. 86-C-1131-B
) (No. 82-CR-93-B)
UNITED STATES OF AMERICA,)
)
Respondent.)

O R D E R

Before the Court is Petitioner's Motion to Vacate, Set Aside, or Correct Sentence pursuant to 28 U.S.C. §2255. Petitioner was convicted by a jury on April 22, 1983, of two counts of making false statements in loan applications and two counts of mail fraud. On May 23, 1983, Petitioner was sentenced to four and one-half years in prison and four years probation. Petitioner was further ordered to pay the costs of this prosecution. Petitioner is presently incarcerated at FCI La Tuna, Texas. For the reasons set forth below, Petitioner's motion is denied.

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Petitioner first contends that his counsel, attorney John T. Hall, of Tulsa, Oklahoma, failed to appeal the issue of unlawful search to the Tenth Circuit Court of Appeals. However, the Tenth Circuit Court of Appeals has held that §2255 is not an appropriate remedy to attack the competence of counsel at the appellate stage since such a motion would not relate to matters which would invalidate the judgment or sentence within the contemplation of §2255. Powers v. United States, 316 F.2d 223, 224 (10th Cir. 1963), cert. denied, 375 U.S. 858 (1963), reh'g denied, 375 U.S. 982 (1964). For this reason, the court concludes that Petitioner's first contention is an inappropriate ground for relief under §2255.

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on this basis on July 19, 1982. On September 16, 1982, the court conducted an evidentiary hearing on Petitioner's Motion to Suppress. After reviewing the record herein, the court concludes that Petitioner's challenge to the affidavit supporting the search warrant herein was wholly inadequate to overcome the presumption of validity with respect to that affidavit. Franks v. Delaware, 438 U.S. 154, 171 (1978). Petitioner offered only conclusory allegations that an informant named in that affidavit was "an unreliable person." A defendant's attack on an affidavit must be more than conclusory; there must be allegations, accompanied by offers of proof, of deliberate falsehood or reckless disregard for the truth. Franks v. Delaware, supra, at 171. See, 8 Fed.Proc, L.Ed. §22:120 (1982).

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as much at the evidentiary hearing on September 16, 1982. The transcript of that hearing provides:

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MR. BOLT: Your Honor -- (pause in time)

THE COURT: There is no testimony here this is even your property.

MR. BOLT: Your Honor - you are correct.

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THE COURT: Well, an officer doesn't have a right to object to the corporate record.

MR. BOLT: Well, Your Honor, certain properties and personal property isn't listed in there.

THE COURT: Pardon?

MR. BOLT: Some personal property which was seized is my own personal property.

THE COURT: There is no testimony before this Court of that fact.

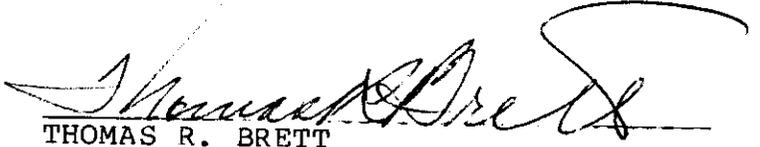
MR. BOLT: I understand that, Your Honor, but I think there is other evidence -- at least based upon review of the superceding indictment that some information was seized -- which was seized -- has been used and probably will be used at trial.

THE COURT: Even if it is your personal property, it is the individual that has the right to object, not the fact that your property -- if some third party has your property and they seize it you don't have a right to object to it.

MR. BOLT: Very well. I will submit the question
to the Court, Your Honor.

Thus, the record of the hearing held September 16, 1982, establishes the Petitioner never asserted any cognizable basis for his motion to suppress evidence seized from the offices of a third party, Saturation Systems, Inc. It plainly appears from the record of prior proceedings herein that the Applicant is not entitled to relief under §2255. Therefore, Petitioner's motion to vacate is denied.

IT IS SO ORDERED, this 28th day of July, 1987.


THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

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

THURSTON FIRE & CASUALTY
INSURANCE COMPANY, a
corporation,

Plaintiff,

vs.

ORANGIE WELCH, et al.,

Defendants.

vs.

PEGGY FRANGOULIS and
SHIRLEY CARTER,

Intervenors.

Case No. 85-C-525-E

FILED
JUL 28 1987
Jack C. Silver, Clerk
U.S. DISTRICT COURT

JOURNAL ENTRY OF JUDGMENT

This action came on for hearing before the Honorable U.S. Magistrate on the Motion For Summary Judgment of Thurston Fire & Casualty Insurance Company. The Court found that Sedoria I. Forte had been properly served with summons but had entered no appearance and is in default. The Court further found that Barbara Williams had been properly served with summons but had entered no appearance and was in default. The Court further found that FSF Management of Tex/Ok, Inc., d/b/a American International Rent-A-Car Corporation, had not been served with summons. The Court found that the Motion of Thurston Fire & Casualty Insurance Company For Summary Judgment insofar as Sedoria I. Forte and Barbara Williams are concerned should be sustained by virtue of their having made no appearance. The Court further dismissed FSF Management of Tex/Ok, Inc., d/b/a

American International Rent-A-Car Corporation, since no service of summons had been made on that entity. The Court, after hearing argument of counsel and being advised in the premises and having read the Briefs in support of the Motion For Summary Judgment of Thurston Fire & Casualty Insurance Company as to all other Defendants and the Intervenors, found that the Motion For Summary Judgment should be overruled.

Thereafter, at a subsequent hearing, the Court considered the Motion For Summary Judgment of the Defendants and Intervenors and after due consideration and hearing argument of counsel and having reviewed the law, sustained the Motion For Summary Judgment of the Defendants and Intervenors.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED BY THE COURT that the Motion For Summary Judgment of Thurston Fire & Casualty Insurance Company as to Sedoria I. Forte and Barbara Williams is sustained.

IT IS FURTHER ORDERED that FSF Management of Tex/Ok, Inc., d/b/a American International Rent-A-Car Corporation, is dismissed from said case.

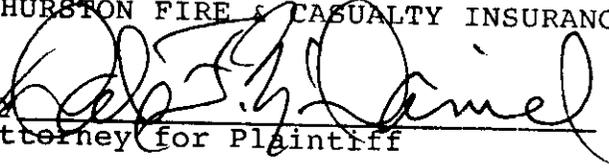
IT IS FURTHER ORDERED that the Motion For Summary Judgment of the other Defendants and Intervenors is sustained. To this ruling, the Plaintiff objects and gave notice of intention to appeal.

DATED this 24th day of July, 1987.

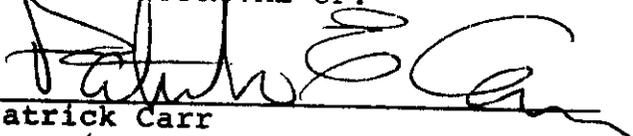
S/ JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM:

THURSTON FIRE & CASUALTY INSURANCE COMPANY


By _____
Attorney for Plaintiff

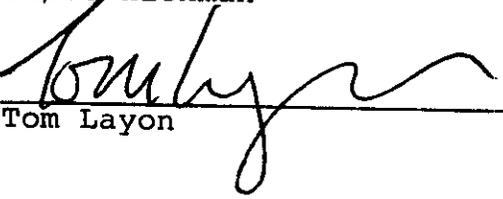
FOR THE APPROVAL OF:



Patrick Carr



Steve Hickman



Tom Layon

Entered

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

FILED

JUL 28 1987

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

87-C-248-E

UNIVERSAL POWER CONCEPTS, INC.,)
)
Plaintiff,)
)
v.)
)
JOSEPH PAPP,)
)
Defendant.)

ORDER

The Court has for consideration the Report and Recommendation of the Magistrate filed June 30, 1987, in which the Magistrate recommended that plaintiff's motion to allow amendment of complaint and alternative motion to set aside order of dismissal (pleading #9) be granted. No exceptions or objections have been filed and the time for filing such exceptions or objections has expired.

After careful consideration of the record and the issues, the Court has concluded that the Report and Recommendation of the Magistrate should be and hereby is affirmed.

It is therefore Ordered that plaintiff's motion to allow amendment of complaint pursuant to Rule 15 and alternative motion to set aside order of dismissal is granted, and the Order entered May 7, 1987 granting defendant's motion to dismiss pursuant to Local Rule 14(a) is hereby vacated and plaintiff's causes of action are reinstated.

18

It is further Ordered, however, that by joint stipulation of counsel, this case, including all claims and counterclaims, is dismissed without prejudice.

Dated this 24th day of July, 1987.



JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

SCW:vb

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

EVA FAYE McCOIN,
Plaintiff,
-vs-
LYSTAD'S, INC.,
Defendant.

)
)
)
)
)
)
)
)
)
)
)

Case No. 85-C-1138E

FILED
JUL 28 1987
Jack C. Silver, Clerk
U.S. DISTRICT COURT

ORDER OF DISMISSAL

NOW ON this 24th day of July, 1987, upon the written application of the Plaintiff, Eva Faye McCain, and the Defendant, Lystad's, Inc., for a dismissal with prejudice of the Complaint of Eva Faye McCain, and all causes of action therein, 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.

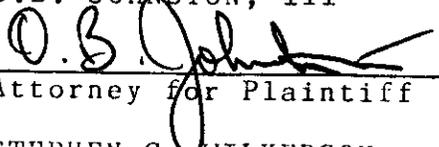
THE COURT FINDS that said Complaint in McCain v. Lystad's, Inc., should be dismissed pursuant to said application.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the Complaint and all causes of action of the Plaintiff, Eva Faye McCain, against the Defendant, Lystad's, Inc., be and the same are hereby dismissed with prejudice to any future action.

S/ JAMES O. ELLISON
JUDGE OF THE UNITED STATES DISTRICT
COURT, NORTHERN DISTRICT OF OKLAHOMA

APPROVALS:

O.B. JOHNSTON, III



Attorney for Plaintiff

STEPHEN C. WILKERSON



Attorney for Defendant

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

FILED
JUL 28 1987
Jack C. Silver, Clerk
U.S. DISTRICT COURT

Joyce Grissom, et al)
)
)
 Plaintiff(s),)
)
 vs.)
)
 Owens-Corning Fiberglas, et al)
)
)
 Defendant(s).)

No. 85-C-1021-E

JUDGMENT DISMISSING ACTION
BY REASON OF SETTLEMENT

The Court has been advised by counsel that this action has been settled, or is in the process of being settled. Therefore, it is not necessary that the action remain upon the calendar of the Court.

IT IS ORDERED that the action is dismissed without prejudice. The Court retains complete jurisdiction to vacate this Order and to reopen the action upon cause shown that settlement has not been completed and further litigation is necessary.

IT IS FURTHER ORDERED that the Clerk forthwith serve copies of this Judgment by United States mail upon the attorneys for the parties appearing in this action.

Dated this 24th day of July, 1987.

James D. [Signature]
UNITED STATES DISTRICT JUDGE

22

- Entered -

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

FILED
JUL 28 1987

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

85-C-690-E

JIMMY GAYLON McDONALD,)
d/b/a D & G AUDIO AND TV,)
)
Plaintiff,)
)
v.)
)
UNITED STATES OF AMERICA,)
INTERNAL REVENUE SERVICE,)
COMMISSIONERS OF INTERNAL)
REVENUE, and JENNIFER BOWEN,)
)
Defendants.)

ORDER

The Court has for consideration the Report and Recommendation of the Magistrate filed July 6, 1987, in which the Magistrate recommended that defendants' motion to dismiss or for summary judgment (pleading #16) be granted, that this case be dismissed with prejudice, and that the reciprocal motions for sanctions be denied. No exceptions or objections have been filed and the time for filing such exceptions or objections has expired.

After careful consideration of the record and the issues, the Court has concluded that the Report and Recommendation of the Magistrate should be and hereby is affirmed.

It is therefore Ordered that defendants' motion to dismiss or for summary judgment is granted and this case is dismissed with prejudice.

It is further Ordered that the motions for sanctions (contained in pleadings #35 and #47), which have been reciprocally filed by both parties, are denied.

21

Dated this 24th day of July, 1987.



JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

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

HAROLD L. PICKENS and BARBARA)
PICKENS,)

Plaintiffs,)

v.)

CAPITAL MORTGAGE COMPANY,)
FLEET MORTGAGE COMPANY,)
AGS TITLE COMPANY, et al.,)

Defendants.)

No. 86-C-810-B

FILED

JUL 28 1987

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

O R D E R

This matter comes before the Court on the Motions for Summary Judgment of Defendants Fleet Mortgage Company ("FLEET") and AGS Title Company ("AGS"). For the reasons set forth below, the motion is sustained with respect to AGS and sustained ^{in part} ~~in part~~ and denied in part with respect to Fleet.

A brief chronology of this matter is in order. Plaintiffs brought this action alleging violations of the Racketeer Influenced and Corrupt Organizations Act (RICO), 18 U.S.C. §1961 et seq. Plaintiffs allege that the Defendants devised and conducted a scheme to derive income from unlawful loans which were arranged under the guise of legitimate real estate mortgage loans. In accordance with the general practice of this Court, on October 14, 1986, Plaintiffs were ordered to answer certain interrogatories propounded by the Court stating "in detail and with specificity" the basis of their RICO claim. In response to this Order, the Plaintiffs on November 3, 1986, filed their RICO

Case Statement. On January 20, 1987, AGS filed its Motion to Dismiss, pursuant to Fed.R.Civ.P. 12(b)(6). On March 18, 1987, Fleet filed its Motion to Dismiss, pursuant to Fed.R.Civ.P. 12(b)(6). Thereafter, in assessing these Motions to Dismiss, the Court determined that it should examine the Plaintiffs' RICO Case Statement. After concluding that the RICO Case Statement could be considered a matter outside of the parties' pleadings, the Court converted the Motions to Dismiss to Motions for Summary Judgment in accordance with Rule 12(b)(6).¹ Plaintiffs' Second Amended Complaint was filed February 24, 1987. On June 29, 1987, the Court ordered Plaintiffs, within 15 days, to file any amendments and/or supplements to their RICO Case Statement in light of the Second Amended Complaint. No amendment/supplement has been filed.

The Court has determined that in addressing the Defendants' motions herein, it will not consider evidentiary matters submitted to the Court. In addressing Defendants' motions, the Court has relied on the pleadings herein as well as Plaintiffs' RICO Case Statement. Under these circumstances, the pending Motions for Summary Judgment remain the "functional equivalent"

¹ The Court entertains some doubt whether conversion to a Motion for Summary Judgment was wholly necessary in this instance. Most courts view "matters outside the pleading" as evidentiary matters which may be considered only on a Motion for Summary Judgment. The RICO Case Statement which the Court sought to consider is not evidence, contains no affidavits, answers to interrogatories, depositions or admissions, and was not submitted under oath. Perhaps the RICO Case Statement is best viewed as a response to a Court Motion to Make More Definite and Certain. Viewed in this light, conversion of the Motion to Dismiss to a Motion for Summary Judgment would not be necessary.

of Motions to Dismiss. Smith v. Yellow Freight System, Inc., 536 F.2d 1320, 1322 (10th Cir. 1976). See, 6 Moore's Federal Practice ¶56.11[2] (2d ed. 1976); 27 Fed.Proc., L.Ed. §62:472 (1984). Thus, in this instance, the Complaint should be "liberally construed in favor of the complainant; the facts alleged in the complaint must be taken as true; and the motion for summary judgment must be denied if a claim has been pleaded." Yellow Freight, supra, (quoting Moore's, supra). Therefore, the issue before this Court is whether the Plaintiffs have pleaded claims against Fleet and AGS.

I. DEFENDANT AGS

The Plaintiffs' allegations concerning AGS are meager. From the Second Amended Complaint, they consist of the following:

"In the case of each individual homeowner, arrangements and consummation of the transaction involved the perpetration of fraud, whereby the nature and consequences of the transaction were misrepresented by Curtis Brooks, Wayne Brooks and/or William Holliday, with the knowledge of Fleet and AGS, to the homeowner by means of both mail and telephonic communications, affecting interstate commerce." Plaintiffs' Second Amended Complaint, p. 3.

* * * * *

"Unknown employees of AGS Title Company and Metro Title Company violated 1962(c) by participating in the affairs of Capital Mortgage Inc. and Fleet Mortgage Corporation, through a pattern of racketeering consisting of a series of acts violating 18 U.S.C. §§ 1341 and 1343, and . . . while associated with Capital and Fleet, affecting interstate commerce and by conspiring with various other Defendants herein to do so, in violation of 1962(d)." Plaintiffs' Second Amended Complaint, p. 5.

Plaintiffs have alleged claims against AGS pursuant to 18 U.S.C.

§1962 (c) and (d). A violation of §1962(c) requires (1) conduct (2) of an enterprise (3) through a pattern (4) of racketeering activity. Sedima, S.P.R.I. v. Imrex Co., 473 U.S. 479, 496 (1985). The plaintiff must allege each of these elements to state a claim. Id. Plaintiffs' Second Amended Complaint offers little detail of the claims against AGS other than the conclusory statements that unknown employees of AGS participated in the affairs of Capital Mortgage and Fleet Mortgage through a pattern of racketeering. In addition, Plaintiffs' RICO Case Statement filed pursuant to this Court's Order of October 14, 1986, provides few details as to the claims against AGS. The RICO Case Statement states that certain allegedly unlawful loans "were closed at AGS Title Company." The RICO Statement further alleges:

"AGS prepared many of the closing documents, including the closing statement. It is the Plaintiffs' position that even a cursory review of the closing documents reveals the true nature of the transaction and, therefore, AGS became a member of the illegal enterprise by facilitating the same for monetary gain."

As the Court's Order of October 14, 1986, states, the RICO Statement is to provide the facts upon which a plaintiff bases his claim. The statement must "state in detail and with specificity" the essential elements and facts of the RICO claim. Clearly, Plaintiffs' Complaint, Amended Complaint, Second Amended Complaint and RICO Case Statement fail to provide details and specific facts with respect to the claim against AGS. The Court concludes that Plaintiffs have failed to comply with its October 14, 1986, Order in this regard, as well as Fed.R.Civ.P. 12(b)(6)

and 8(a). Plaintiffs' allegations against AGS consist wholly of legal conclusions. Such conclusions are excluded from consideration in determining whether a plaintiff has stated a claim for relief. Ogden River Water Users' Ass'n v. Weber Basin W. Cons., 238 F.2d 936, 940 (10th Cir. 1956). Section 1962(c) provides:

"It shall be unlawful for any person employed by or associated with any enterprise engaged in, or the activities of which affect, interstate or foreign commerce, to conduct or participate, directly or indirectly, in the conduct of such enterprise's affairs through a pattern of racketeering activity or collection of unlawful debt."

In its propounded interrogatories of October 14, 1986, the Court directed Plaintiffs, with regard to their §1962(c) claim, to state who is employed by or associated with the enterprise. In response to this question Plaintiffs responded:

"Wayne Brooks and Curtis Brooks are employed by the enterprise. William Holliday and William Newton have been, at times, employed by the enterprise. The attorneys who drafted the 'Holliday package' documents were employed by or associated with the enterprise."

Plaintiffs have not amended or supplemented this response in light of their Second Amended Complaint. Violation of §1962(c) requires both an enterprise and a person "employed by or associated with" that enterprise. Parnes v. Heinold Commodities, Inc., 548 F.Supp. 20 (N.D.Ill. 1982). Although Plaintiffs' Second Amended Complaint offers the conclusory statements that Fleet and employees of AGS participated in the affairs of Capital Mortgage, Inc., the Court finds these conclusory allegations

insufficient to state a claim under §1962(c). Further, the Court concludes from Plaintiffs' failure to amend/supplement their RICO Case Statement that Plaintiffs have not stated a claim under §1962(c) against AGS or Fleet since they have provided no details of these Defendants' alleged association with the enterprise herein, as ordered by the Court in October 1986.

Plaintiffs have also asserted a claim against AGS pursuant to §1962(d). This section provides:

"It shall be unlawful for any person to conspire to violate any of the provisions of subsections (a), (b), or (c) of this section."

In order to prevail on this conspiracy claim, Plaintiffs must establish the elements of enterprise and racketeering plus AGS's objective manifestation of intent to participate, directly or indirectly, in the affairs of the enterprise. Plaintiffs must also establish that AGS was a participant in an agreement to violate §1962(c) and that this agreement included agreeing to commit the predicate acts necessary for a RICO claim. United States v. Cauble, 706 F.2d 1322, 1341 (5th Cir. 1983). Plaintiffs have made no allegation of an agreement to violate §1962(c) involving AGS. The Court concludes that the Plaintiffs have failed to state a claim for relief pursuant to 18 U.S.C. §§ 1962(c) and (d) with respect to Defendant AGS. Accordingly, AGS's Motion for Summary Judgment is sustained.

II. DEFENDANT FLEET

Fleet offers three grounds in support of its motion. First, Fleet contends that for purposes of RICO it cannot be both a

perpetrator of racketeering and the enterprise through which racketeering is conducted. Second, Fleet contends Plaintiffs have alleged no culpable conduct by Fleet constituting a violation of §1962(c). Third, Fleet contends Plaintiffs have alleged no culpable conduct by Fleet constituting a violation of §1962(d).

Plaintiffs allege that Fleet violated §§ 1962(c) and (d) of RICO. To maintain a claim under 18 U.S.C. §1962(c), plaintiff must establish (1) conduct (2) of an enterprise (3) through a pattern (4) of racketeering activity. Sedima, supra, at 496.

From Plaintiffs' Second Amended Complaint it is unclear whether Plaintiffs contend Fleet is both a perpetrator and the enterprise through which racketeering was allegedly conducted.² However, Plaintiffs' RICO Case Statement states, "The 'enterprise' is Capital Mortgage, Inc." Plaintiffs' RICO Case Statement, ¶6(a). Plaintiffs were ordered by this Court on June 29, 1987, to make any amendments or supplements to the RICO Case Statement in light of the Second Amended Complaint. Plaintiffs have made no such amendments or supplements. Therefore, the Court concludes that the enterprise alleged herein is Capital Mortgage, Inc., and not Fleet. Thus, Fleet's contention that it cannot be both a perpetrator and the enterprise is moot.

² Paragraph IV.E. of the Second Amended Complaint is entitled "The 'Enterprise(s)'." This paragraph mentions only Capital Mortgage, Inc. However, Paragraph IV.F. discusses Fleet Mortgage Company in language identical to the previous paragraph.

Fleet next contends that Plaintiffs have alleged no culpable conduct by it constituting a violation of §1962(c). Plaintiffs' Second Amended Complaint alleges with respect to Fleet:

"Fleet is a person within the definition thereof set forth in §1961(3), which participated in the conduct of the affairs of Capital, while associated therewith, through a pattern of racketeering activity and collection of unlawful debts."

Plaintiff's RICO Case Statement states:

"Fleet Mortgage Corporation acquired numerous 'Holliday package' loans from Capital . . . The best information available to Plaintiffs at present clearly indicates that Fleet Mortgage Corporation had full knowledge of the nature of the 'Holliday package' transactions. Fleet received substantial portions of the usurious interest charged to the homeowners in such transactions, and, in some cases, took title to the properties when the investors were unable to continue paying on the second mortgages assigned by the homeowners to Fleet. Fleet, therefore, was often the true beneficiary of the fraudulent enterprise."

Plaintiffs' allegations concerning Fleet are meager, at best. The Court's Order of October 14, 1986, directed Plaintiffs to state "in detail and with specificity" the alleged misconduct and basis of liability of each defendant. Plaintiffs' Second Amended Complaint offers only conclusory allegations which are insufficient to support a claim for violation of §1962(c). Odgen River Water Users' Ass'n, supra. This is especially true since the alleged predicate acts underlying the Plaintiffs' RICO claims are based on fraud. In such a case, Fed.R.Civ.P. 9(b) requires that the Plaintiffs state their claim with the same particularity required for fraud. E.g., Tryco Trucking Co. v. Belk Store

Services, Inc., 608 F.Supp. 812 (W.D.N.C. 1985); Taylor v. Bear Stearns & Co., 572 F.Supp. 667 (N.D.Ga. 1983); Beck v. Cantor, Fitzgerald & Co., Inc., 621 F.Supp. 1547, 1562 (N.D.Ill. 1985); Schnitzer v. Oppenheimer & Co., Inc., 633 F.Supp. 92 (D.Or. 1985); Mullen v. Sweetwater Development Corp., 619 F.Supp. 809 (D. Colo. 1985); Gregoris Motors v. Nissan Motor Corp. In USA, 630 F.Supp. 902 (E.D.N.Y. 1986). The Second Amended Complaint fails in this respect. Plaintiffs' RICO Case Statement is little better than the Second Amended Complaint. The RICO Case Statement alleges the following actions by Fleet:

- 1) Fleet "acquired" loan packages from Capital Mortgage;
- 2) Fleet knew the true nature of the "Holliday loans";
- 3) Fleet received portions of the allegedly usurious interest charged;
- 4) In some cases, Fleet took title to the properties when investors defaulted on payments.

Taking all of these allegations as true and construing them in the Plaintiffs' favor, the Court concludes that Plaintiffs have failed to state a claim against Fleet under §1962(c). As noted above, Plaintiffs' RICO Case Statement does not include Fleet among the persons "employed by or associated with" the enterprise herein, Capital Mortgage, Inc. Thus, Plaintiffs have failed to allege an essential element of their §1962(c) claim. Parnes v. Heinold Commodities, Inc., 548 F.Supp. 20 (N.D.Ill. 1982). Plaintiffs have failed to comply with the Court's Order requiring that they state with specificity the details of their RICO claims

against the Defendants herein and have failed to comply with Fed.R.Civ.P. 9(b) which requires that allegations of fraud be pleaded with specificity. For these reasons, Fleet's Motion for Summary Judgment is sustained.

Plaintiffs have offered only slightly more specific allegations concerning violations of §1962(c) by Fleet employees Karen Skaggs and Gary Germendson. Plaintiffs seek to hold Fleet liable for the actions of Skaggs and Germendson on a respondeat superior basis. There is a substantial question whether a corporation can be held liable under §1962(c) on a respondeat superior basis for the acts of its employees. See, Schofield v. First Commodity Corp. of Boston, 793 F.2d 28, 32 (1st Cir. 1986). The Tenth Circuit Court of Appeals has not directly ruled on this question. However, assuming that vicarious corporate liability is proper under §1962(c), Plaintiffs have still failed to allege sufficient facts to hold Karen Skaggs and Gary Germendson and, therefore, Fleet liable under this section. Plaintiffs' RICO Case Statement contains no allegation that Skaggs or Germendson are employed by or associated with the enterprise herein. Plaintiffs' Second Amended Complaint contains conclusory allegations that Skaggs and Germendson participated in the affairs of Capital Mortgage, Inc. The Court finds these conclusions are insufficient to state a claim under §1962(c). Further, Plaintiffs have failed to comply with the Court's Order of October 14, 1986, by failing to state with specificity the details of their §1962(c) claim against Skaggs and Germendson.

Plaintiffs' allegations against Skaggs and Germendson also fail to comply with Rule 9(b). For these reasons, the Plaintiffs' allegations are insufficient to state a claim under §1962(c) against Skaggs and Germendson and, thus, there is no basis for holding Fleet liable on a respondeat superior theory under §1862(c) for these employees' actions.

Fleet next contends that Plaintiffs have alleged no culpable conduct by Fleet constituting a violation of §1962(d). Plaintiffs' Second Amended Complaint contains no factual allegations concerning their conspiracy claim against Fleet. There are no allegations of any agreement by Fleet to violate the law or any overt acts to carry out the object of the alleged conspiracy - essential elements of a conspiracy claim. United States v. Downen, 496 U.S. 314, 318 (10th Cir.) cert. denied, 419 U.S. 897 (1974); Braverman v. U.S., 317 U.S. 49 (1942). Mere knowledge, approval or acquiescence in the object of the conspiracy is not sufficient to sustain the claim. Jones v. U.S., 365 U.S. 87 (1966). Plaintiffs have failed to allege any facts which when construed in the light most favorable to them could sustain a claim for conspiracy to violate §1962(c). For this reason, Fleet's Motion for Summary Judgment regarding Plaintiffs' §1962(d) claim is sustained.

DATED this 28th day of July, 1987.

This matter is set for status conference at 4:30 p.m. on August 11, 1987.



THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

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

FILED

JUL 28 1987

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

MARY HICKERSON, Individually
and as Personal Representative
of the Heirs and Estate of
JAMES V. HICKERSON, Deceased

VS.

NO. 87-C-160-E

AC & S, INC., ET AL.

DEFENDANTS

ORDER OF DISMISSAL

Upon motion of the Plaintiff, the above cause of action against
Defendant Charter Consolidated, PLC is hereby dismissed.

IT IS SO ORDERED.

S/ JAMES O. ELLISON

U.S. DISTRICT JUDGE

DATE: 7-24-87

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

FILED
JUL 28 1987
Jack C. Silver, Clerk
U.S. DISTRICT COURT

MARY HICKERSON, Individually
and as Personal Representative
of the Heirs and Estate of
JAMES V. HICKERSON, Deceased

PLAINTIFF

VS.

NO. 87-C-160-E

AC & S, INC., ET AL.

DEFENDANTS

ORDER OF DISMISSAL

Upon motion of the Plaintiff, the above cause of action against
Defendant American Optical Co. is hereby dismissed.

IT IS SO ORDERED.

S/ JAMES O. ELLISON

U.S. DISTRICT JUDGE

DATE: 7-24-87

Interced

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

FILED

JUL 27 1987

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

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
 vs.)
)
 CALVIN H. BURKETT, JR.,)
)
 Defendant.)

No. 86-CR-172-C

O R D E R

The Court has reviewed the responsive pleading filed by the United States of America to the Rule 35 F.R.Cr.P. motion filed by defendant Calvin Burkett, Jr.

The Assistant United States Attorney and the case agents recommend to the Court that defendant's sentence be reduced to ten years without parole on Count Two, Title 21 U.S.C. §848, due to defendant's cooperation with governmental officials.

The Court hereby vacates and reconsiders its Order entered July 22, 1987. WHEREBY it is the Order of the Court that defendant's motion for reduction of sentence pursuant to Rule 35 F.R.Cr.P. is hereby GRANTED. The Court reduces defendant's sentence to ten years without parole on Count Two, Title 21 U.S.C. §848, the sentence imposed as to Counts Four and Five to remain as imposed on May 29, 1987.

IT IS SO ORDERED this 27 day of July, 1987.


H. DALE COOK
Chief Judge, U. S. District Court

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

JUL 24 1987

A. WAYNE WARD,)
)
 Plaintiff,)
)
 vs.)
)
 TRADE INTERFACE CORPORATION,)
 a Washington corporation,)
)
 Defendant.)

JACK O. SIMMONS, CLERK
U.S. DISTRICT COURT

Case No. 87-C-261-E

Notice of DISMISSAL WITH PREJUDICE

COMES NOW Plaintiff, A. WAYNE WARD, by and through his attorney, Donald E. Cummings, and dismisses his action against TRADE INTERFACE CORPORATION, with prejudice to refileing said cause.

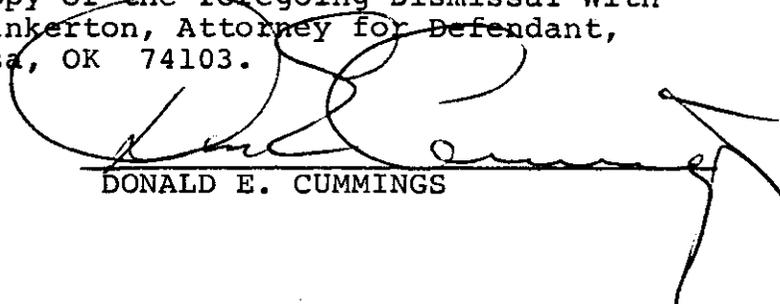
CUMMINGS AND ASSOCIATES

BY


DONALD E. CUMMINGS, OBA #2085
Tulsa National Bank Bldg.
2087 E. 71st St., Suite 229
Tulsa, OK 74136
918/493-7040

CERTIFICATE OF MAILING

I hereby certify that on the 23rd day of July, 1987, I hand-delivered a true and correct copy of the foregoing Dismissal With Prejudice to Mr. Laurence L. Pinkerton, Attorney for Defendant, 2400 First National Tower, Tulsa, OK 74103.


DONALD E. CUMMINGS

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

FILED

JUL 28 1987

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

MARY HICKERSON, Individually
and as Personal Representative
of the Heirs and Estate of
JAMES V. HICKERSON, Deceased

PLAINTIFF

VS.

NO. 87-C-160-E

AC & S, INC., ET AL.

DEFENDANTS

ORDER OF DISMISSAL

Upon motion of the Plaintiff, the above cause of action against
Defendant Industrial Insulators, Inc. is hereby dismissed.

IT IS SO ORDERED.

U.S. DISTRICT JUDGE

DATE: 7-24-87

F I L E D

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

JUL 24 1987

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

ELIZABETH TAYLOR, D.O.,)
)
 Plaintiff,)
)
 vs.)
)
 SPECTRUM EMERGENCY CARE, INC.,)
)
 Defendant.)

Case No. 87-C-136-E

ORDER FOR DISMISSAL WITH PREJUDICE

NOW on this 24th day of July, 1987, the Stipulation of Dismissal With Prejudice of Plaintiff, Elizabeth Taylor, D.O., and Defendant, Spectrum Emergency Care, Inc., comes on for review before me, the undersigned United States District Judge. Having reviewed the Stipulation and being fully advised in the premises, the Court finds that the Stipulation should be granted.

IT IS THEREFORE ORDERED by the Court that the above-captioned case is hereby dismissed with prejudice.

BY JAMES O. ELLISON

James O. Ellison
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

F I L E D

JUL 24 1987

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

JUDY PHELPS, Guardian of Cynthia)
Louise Phelps, a minor and JUDY)
PHELPS, Individually,)
Plaintiffs,)

BOBBY EUGENE PHELPS,)
Additional Plaintiff,)

vs.)

NO. 86-C-701-C

CONSOLIDATED FREIGHTWAYS CORPOR-)
ATION, C. F. ARROWHEAD SERVICES,)
INC., SAFECO INSURANCE COMPANY)
OF AMERICA, and FRANKIE RAY BOWNE,)
Defendants,)

vs.)

ROBERT J. TIRY,)
Third-Party Defendant.)

JUDGMENT

This action came on for trial before the Court and a jury, Honorable H. Dale Cook, District Judge, presiding, and the issues having been duly tried and the jury having duly rendered its verdict,

IT IS ORDERED, ADJUDGED, AND DECREED that the plaintiffs, Judy Phelps, Guardian of Cynthia Louise Phelps, Judy Phelps, individually, and Bobby Eugene Phelps, recover of the defendants, Consolidated Freightways Corporation, C. F. Arrowhead Services, Inc., Safeco Insurance Company of America, and Frankie Ray Bowne, and each of them, the sum of \$750,000.00 together with pre-judgment interest from August 1, 1986 to July 22, 1987 at the rate of 10.03% per annum in the amount of \$73,371.00, with their costs of action, all of which shall bear interest from this date

at the rate of 6.64% per annum as provided by law.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the defendants, Consolidated Freightways Corporation, C. F. Arrowhead Services, Inc., Safeco Insurance Company of America, and Frankie Ray Bowne, have judgment for right of contribution against the third-party defendant, Robert J. Tiry, for an amount equal to 28% of all sums which said defendants pay to the plaintiffs in satisfaction of this judgment with interest at the rate of 6.64% per annum from the date of payment together with their costs.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that third-party defendant, Robert J. Tiry, recover of the defendants, Consolidated Freightways Corporation, C. F. Arrowhead Services, Inc., Safeco Insurance Company of America, and Frankie Ray Bowne, and each of them, the sum of \$3,600.00 together with his costs of action, all of which shall bear interest from this date at the rate of 6.64% per annum as provided by law.

DATED this 21st day of July, 1987.

(Signed) H. Dale Cook

UNITED STATES DISTRICT JUDGE

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

CHERYL A. WILLIAMS,)
)
Plaintiff,)
and,)
)
EMPLOYERS INSURANCE OF)
WAUSAU, a mutual company,)
)
Intervenor,)
)
v.)
)
GREATER TULSA TRANSIT CENTER,)
INC., d/b/a YELLOW CHECKER)
CAB CO. OF TULSA, et al,)
)
Defendants.)

85-C-754-E ✓

FILED

JUL 24 1987

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

ORDER

The Court has for consideration the Report and Recommendation of the Magistrate filed June 12, 1987, in which the Magistrate made recommendations on defendant Greater Tulsa Transit's motion to compel (pleading #28), and recommended that defendant Forum Insurance Company be dismissed from this action. No exceptions or objections have been filed and the time for filing such exceptions or objections has expired.

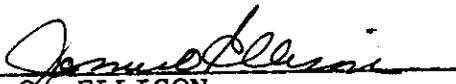
After careful consideration of the record and the issues, the Court has concluded that the Report and Recommendation of the Magistrate should be and hereby is affirmed.

It is therefore Ordered that defendant Greater Tulsa Transit Center's motion to compel is granted as to Interrogatories 1, 2, 3d, 4, 5, 8, 9, and 10, and as to Requests for Production of Documents No. 2, 3, and 4.

53

It is further Ordered that Forum Insurance Company is hereby dismissed from this action, without prejudice.

Dated this 24th day of July, 1987.



JAMES G. ELLISON
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,)

Plaintiff,)

vs.)

ROBERT HENRY DAGENET and)
CAROL ANN DAGENET, husband and)
wife; CHARLES F. CURRY COMPANY;)
BOARD OF COUNTY COMMISSIONERS;)
and TULSA COUNTY TREASURER,)
TULSA COUNTY, OKLAHOMA,)

Defendants.)

FILED

JUL 24 1987

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

CIVIL ACTION NO. 85-C-55-E

DEFICIENCY JUDGMENT

Now on this 24th day of July, 1987, there came on for hearing the Motion of the Plaintiff United States of America for leave to enter a Deficiency Judgment herein, said Motion being filed on the 2nd day of June, 1987, and a copy of said Motion being mailed to Robert Henry Dagenet and Carol Ann Dagenet, P.O. Box 27434, Tulsa, Oklahoma 74149 and all counsel of record. The Plaintiff, United States of America, acting on behalf of the Administrator of Veterans Affairs, appeared by Layn R. Phillips, United States Attorney for the Northern District of Oklahoma through Peter Bernhardt, Assistant United States Attorney, and the Defendants, Robert Henry Dagenet and Carol Ann Dagenet, appeared neither in person nor by counsel.

The Court upon consideration of said Motion finds that the amount of the Judgment rendered herein on August 26, 1985, in favor of the Plaintiff United States of America, and against the Defendants, Robert Henry Dagenet and Carol Ann Dagenet, with interest and costs to date of sale is \$50,276.51.

The Court further finds that the appraised value of the real property at the time of sale was \$6,000.00.

The Court further finds that the real property involved herein was sold at Marshal's sale, pursuant to the Judgment of this Court entered August 26, 1985, for the sum of \$5,275.00 which is less than the market value.

The Court further finds that the said Marshal's sale was confirmed pursuant to the Order of this Court on the 22nd day of July, 1987.

The Court further finds that the Plaintiff, United States of America on behalf of the Administrator of Veterans Affairs, is accordingly entitled to a deficiency judgment against the Defendants, Robert Henry Dagenet and Carol Ann Dagenet, as follows:

Principal Balance as of 04/02/87	\$36,748.59
Interest	12,276.37
Late Charges	546.67
Management Broker Fees	580.00
Court Costs	<u>124.88</u>
TOTAL	\$50,276.51
Less Credit of Appraised Value	- <u>6,000.00</u>
DEFICIENCY	\$44,276.51

plus interest on said deficiency judgment at the legal rate of _____ percent per annum from date of deficiency judgment until paid; said deficiency being the difference between the amount of Judgment rendered herein and the appraised value of the property herein.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the United States of America on behalf of the Administrator of Veterans Affairs have and recover from Defendants, Robert Henry Dagenet and Carol Ann Dagenet, a deficiency judgment in the amount of \$44,276.51, plus interest at the legal rate of 6.64 percent per annum on said deficiency judgment from date of judgment until paid.

57 JAMES O. ELLISON

UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

JUL 23 1987

JACK C. OLIVER, CLERK
DISTRICT COURT

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.)
)
 LLOYD RAY METHENY; SUSAN DEE)
 METHENY; and RALPH GRABEL,)
 Trustee; COUNTY TREASURER,)
 Craig County, Oklahoma; and)
 BOARD OF COUNTY COMMISSIONERS,)
 Craig County, Oklahoma,)
)
 Defendants.)

CIVIL ACTION NO. 86-C-914-B

JUDGMENT OF FORECLOSURE

This matter comes on for consideration this 23rd day
of July, 1987. The Plaintiff appears by Tony M.
Graham, United States Attorney for the Northern District of
Oklahoma, through Nancy Nesbitt Blevins, Assistant United States
Attorney; the Defendants, County Treasurer, Craig County,
Oklahoma, and Board of County Commissioners, Craig County,
Oklahoma, appear by David R. Poplin, Assistant District Attorney,
Craig County, Oklahoma; the Defendant, Ralph Grabel, Trustee,
appears pro se; and the Defendants, Lloyd Ray Metheny and Susan
Dee Metheny, appear not, but make default.

The Court being fully advised and having examined the
file herein finds that the Defendants, Lloyd Ray Metheny and
Susan Dee Metheny, acknowledged receipt of Summons and Complaint
on October 22, 1986; that the Defendant, Ralph Grabel, Trustee,
acknowledged receipt of Summons and Complaint on October 7, 1986;
that Defendant, County Treasurer, Craig County, Oklahoma,

acknowledged receipt of Summons, Complaint, and Amendment to Complaint on March 6, 1987; and that Defendant, Board of County Commissioners, Craig County, Oklahoma, acknowledged receipt of Summons, Complaint, and Amendment to Complaint on March 9, 1987.

On December 4, 1986, the Defendants, Lloyd Ray Metheny and Susan Dee Metheny filed a petition for relief under Chapter 13 of the Bankruptcy Code, Case No. 86-03363, Northern District of Oklahoma. On April 24, 1987, the Bankruptcy Court entered its Order Granting Relief from Stay and Order of Abandonment with regard to the subject real property.

It appears that the Defendants, County Treasurer, Craig County, Oklahoma, and Board of County Commissioners, Craig County, Oklahoma, filed their Answer herein on March 27, 1987; that the Defendant, Ralph Grabel, Trustee, filed his Disclaimer herein on November 5, 1986; and that the Defendants, Lloyd Ray Metheny and Susan Dee Metheny, have failed to answer and their default has therefore been entered by the Clerk of this Court.

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

Lot One (1), and the Northerly Twenty-five (25) feet of Lot Two (2), in Block Six (6), in COLLEGE HEIGHTS ADDITION to the City of Vinita, Craig County, Oklahoma, according to the Recorded Plat of said Addition in the Office of the County Clerk of Craig County, Oklahoma.

The Court further finds that on March 6, 1985, Lloyd Ray Metheny and Susan Dee Metheny executed and delivered to the United States of America, acting on behalf of the Administrator of Veterans Affairs, their mortgage note in the amount of \$60,000.00, payable in monthly installments, with interest thereon at the rate of twelve and one-half percent (12.5%) per annum.

The Court further finds that as security for the payment of the above-described note, Lloyd Ray Metheny and Susan Dee Metheny executed and delivered to the United States of America, acting on behalf of the Administrator of Veterans Affairs, a mortgage dated March 6, 1985, covering the above-described property. Said mortgage was recorded on March 6, 1985, in Book 346, Page 168, in the records of Craig County, Oklahoma.

The Court further finds that the Defendants, Lloyd Ray Metheny and Susan Dee Metheny, made default under the terms of the aforesaid note and mortgage by reason of their failure to make the monthly installments due thereon, which default has continued, and that by reason thereof the Defendants, Lloyd Ray Metheny and Susan Dee Metheny, are indebted to the Plaintiff in the principal sum of \$60,885.31, plus interest at the rate of twelve and one-half percent (12.5%) per annum from July 1, 1985 until judgment, plus interest thereafter at the legal rate until fully paid, and the costs of this action accrued and accruing.

The Court further finds that the Defendants, County Treasurer and Board of County Commissioners, Craig County,

Oklahoma, claim no right, title, or interest in the subject real property.

The Court further finds that the Defendant, Ralph Grabel, Trustee, claims no right, title, or interest in the subject real property.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover judgment in rem against the Defendants, Lloyd Ray Metheny and Susan Dee Metheny, in the principal sum of \$60,885.31, plus interest at the rate of twelve and one-half percent (12.5%) per annum from July 1, 1985 until judgment, plus interest thereafter at the current legal rate of 6.64 percent per annum until paid, plus the costs 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 Defendants, Ralph Grabel, Trustee, and County Treasurer and Board of County Commissioners, Craig County, Oklahoma, have no right, title or interest in the subject real property.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that upon the failure of said Defendants, Lloyd Ray Metheny and Susan Dee Metheny, to satisfy the judgment in rem of the Plaintiff 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 involved herein and apply the proceeds of the sale as follows:

First:

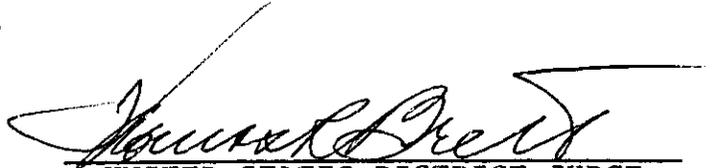
In payment of the costs of this action accrued and accruing incurred by the Plaintiff, including the costs of sale of said real property;

Second:

In payment of the judgment rendered herein in favor of the Plaintiff.

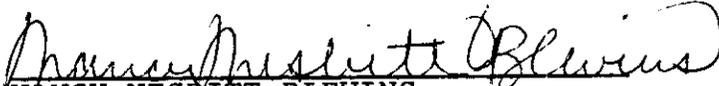
The surplus from said sale, if any, shall be deposited with the Clerk of the Court to await further Order of the Court.

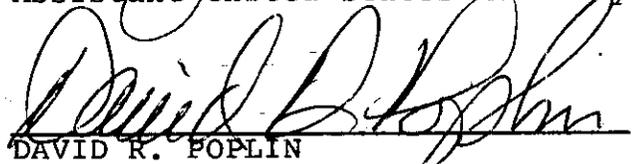
IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that from and after the sale of the above-described real property, under and by virtue of this judgment and decree, all of the Defendants and all persons claiming under them since the filing of the Complaint, be and they are forever barred and foreclosed of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


UNITED STATES DISTRICT JUDGE

APPROVED:

TONY M. GRAHAM
United States Attorney


NANCY NESBITT BLEVINS
Assistant United States Attorney


DAVID R. POPLIN
Assistant District Attorney
Attorney for Defendants,
County Treasurer and
Board of County Commissioners,
Craig County, Oklahoma

NNB/css

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

FILED

SEARS, ROEBUCK & CO.,)
a New York corporation,)
)
Plaintiff,)
)
v.)
)
COLEMAN-ERVIN-JOHNSTON, INC.,)
formerly known as Coleman-)
Ervin & Associates, an)
Oklahoma corporation,)
)
Defendant,)
)
v.)
)
THE LAW COMPANY,)
)
Third-Party Defendant.)

JUL 23 1987

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

No. 85-C-685-B

J U D G M E N T

In accordance with the Court's order of July 22, 1987, sustaining the Plaintiff Sears, Roebuck & Co.'s motion for directed verdict against the Defendant, Coleman-Ervin-Johnston, Inc., at the conclusion of the evidence on Plaintiff's claim, and the jury's verdict of July 22, 1987, in favor of Third-Party Defendant, The Law Company, on Defendant Coleman-Ervin-Johnston, Inc.'s third-party claim for indemnity, judgment is hereby decreed as follows:

1. In favor of Plaintiff, Sears, Roebuck & Co., and against the Defendant, Coleman-Ervin-Johnston, Inc., in the amount of \$148,487.65, and interest thereon at the rate of 6.64% per annum from this date; and
2. In favor of the Third-Party Defendant, The Law Company, and against the Defendant and Third-Party Plaintiff, Coleman-Ervin-Johnston, Inc., on said Third-Party Plaintiff's claim for indemnity; the Third-Party Plaintiff to take nothing thereon and the claim is hereby dismissed; and

3. Costs are awarded herein against the Defendant and Third-Party Plaintiff, Coleman-Ervin-Johnston, Inc., if timely application is made therefor pursuant to Local Rule. Any claim for attorney's fee should likewise be made pursuant to Local Rule.

DATED this 23rd day of July, 1987.

A handwritten signature in cursive script, appearing to read "Thomas R. Brett", written in dark ink.

THOMAS R. BRET
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 vs.)
)
 DONNA STEPHENSON, a/k/a)
 DONNA HOEL,)
)
 Defendant.)

F I L E D

JUL 21 1987

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

CIVIL ACTION NO. 87-C-402-B

DEFAULT JUDGMENT

This matter comes on for consideration this 20th day of July, 1987, the Plaintiff appearing by Tony M. Graham, United States Attorney for the Northern District of Oklahoma, through Nancy Nesbitt Blevins, Assistant United States Attorney, and the Defendant, Donna Stephenson, a/k/a Donna Hoel, appearing not.

The Court being fully advised and having examined the file herein finds that Defendant, Donna Stephenson, a/k/a Donna Hoel, acknowledged receipt of Summons and Complaint through her attorney, R. Dow Bonnell, on June 4, 1987. The time within which the Defendant could have answered or otherwise moved as to the Complaint has expired and has not been extended. The Defendant has not answered or otherwise moved, and default has been entered by the Clerk of this Court. Plaintiff is entitled to Judgment as a matter of law.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover judgment against the Defendant,

Donna Stephenson, a/k/a Donna Hoel, for the principal sum of \$344.25, plus accrued interest of \$325.87 as of April 8, 1987, plus interest thereafter at the rate of 7 percent per annum until judgment, plus interest thereafter at the current legal rate of 6.64 percent per annum until paid, plus costs of this action.

S/ THOMAS R. BRETT

UNITED STATES DISTRICT JUDGE

NNB/mp

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

FINOCO, INC., a New Jersey
corporation,

Plaintiff,

vs.

LAYTON OIL COMPANY, a Delaware
corporation, et al,

Defendants.

No. 87-C-13-B

FILED
JUL 21 1987
Jack C. Silver, Clerk
U.S. DISTRICT COURT

JUDGMENT OF FORECLOSURE BY DEFAULT

Upon the application of the plaintiff for Judgment by Default to be entered by the Clerk of this Court, the Clerk after being fully advised of the premises and having examined the file herein, finds that all of the defendants have been served by Summons and that each said defendants failed to appear and are in default and that all the facts and matters set forth in the Application of Plaintiff for Judgment by Default under Rule 55 are true and that said motion should be sustained and Judgment entered in favor of the plaintiff and against the defendants and each of them.

Further finds that there is a balance due and owing of \$2,982,868.00 as of August 26, 1986 with interest at the rate of 12% per annum from August 26, 1986 thereof on the Renewal and Demand Note executed by the defendants on April 30, 1985 to The First National Bank and Trust Company of Oklahoma City and assigned to the plaintiff for the principal sum of \$7,675,000.00.

Further finds that there is a balance due and owing of \$200,000.00 as of April 30, 1985 with interest at the rate of 12% per annum from April 30, 1985 thereof on the Demand Revolving Note executed by the defendants on April 30, 1985 to The First National Bank and Trust Company of Oklahoma City and assigned to the plaintiff on September 12, 1986.

Finds that plaintiff is entitled to personal Judgments against the defendants on each of said notes.

Finds that plaintiff has a first and prior lien upon the real property and oil and gas leases located in Washington, Nowata and Osage Counties as itemized and set forth in exhibit attached hereto and that the same should be foreclosed as provided by law.

BE IT ORDERED, ADJUDGED AND DECREED that the plaintiff, Finoco, Inc. have and recover Judgment of and from the defendants, Layton Oil Company, a Delaware corporation; Delaware Flood Co., an Oklahoma limited partnership; L & G Petroleum Company, a Kansas General partnership, composed of C. G. Layton, William Douglas Layton, and M. Michael Galesi; and Equinox Oil Company, Inc., an Oklahoma corporation, for the sum of \$2,982,868.00 with interest thereon at the rate of 12% per annum from August 26, 1986 until paid in full.

BE IT FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff, Finoco, Inc. have and recover judgment of and from the defendants, Layton Oil Company, a Delaware corporation, Delaware Flood Co., an Oklahoma limited partnership; L & G Petroleum Company, a Kansas General partnership, composed of C. G. Layton,

William Douglas Layton, and M. Michael Galesi and Equinox Oil Company, Inc., an Oklahoma corporation, \$200,000.00 with interest thereon at the rate of 12% per annum from April 30, 1985 until paid in full.

BE IT FURTHER ORDERED, ADJUDGED AND DECREED that the first and prior lien of the plaintiff for said personal judgments herein above rendered be foreclosed upon said real and personal properties and that an Order of Sale shall be issued to the United States Marshall for the Northern District of Oklahoma commanding him to advertise and sell with appraisal said real and personal properties and apply the proceeds thereof in satisfaction of plaintiff's judgments, the residue if any, shall be deposited to the Clerk of this Court to wait until further order of the Court.

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

JUDGE OF THE UNITED STATES
DISTRICT COURT


THOMAS E. BRETT
July 21, 1987

ASSIGNMENT OF MORTGAGE

WHEREAS, on July 14, 1986, the Federal Deposit Insurance Corporation, as Receiver for The First National Bank and Trust Company of Oklahoma City, acquired the below-referenced Mortgages and collateral instruments (hereinafter collectively referred to as the "Mortgages") as a result of the declared insolvency of The First National Bank and Trust Company of Oklahoma City, by the Comptroller of the Currency; and

WHEREAS, the Mortgages were transferred, assigned and conveyed to Federal Deposit Insurance Corporation, in its corporate capacity, on the 14th day of July, 1986, said assignment being approved by Order of the United States District Court for the Western District of Oklahoma, Case No. CIV-86-1530-R.

NOW THEREFORE, FOR VALUE RECEIVED, the undersigned, the FEDERAL DEPOSIT INSURANCE CORPORATION, in its corporate capacity (the "Assignor"), does hereby assign, transfer and set over, without recourse, to FINOCO, INC., a New Jersey corporation (the "Assignee"), all right, title and interest in and to the following Mortgages:

11780

<u>Document</u>	<u>Book/ Volume</u>	<u>Page</u>	<u>Date</u>
Mortgage	730	72	10-15-79
Mortgage	738	410	5-19-80
1st Amendment	758	370	5-01-81
2nd Amendment	767	45	9-24-81
Mortgage	826	1237	12-14-84
Assignment	788	43	11-15-82
Mortgage	782	63	7-21-82
Assignment	788	54	11-15-82
Mortgage	782	117	7-22-82
Assignment	788	40	11-15-82
Mortgage	782	122	7-22-82
Assignment	788	57	11-15-82
Mortgage	782	76	7-21-82
A&R Mortgage	831	353	5-08-85
Assignment	831	978	5-23-85
Deed of Trust	785	506	N/A

made by Layton Oil Company, Delaware Flood Co., L and G Petroleum Company, Equinox Oil Company, Inc., et al, in favor of the Assignor and covering the property located in Washington County, Oklahoma, described at Schedule "A" attached as a part hereof, together with the promissory notes described in such mortgages, and the monies due and to become due therefrom with interest thereon.

BOOK

THIS ASSIGNMENT OF MORTGAGE IS MADE EXPRESSLY SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN PARTICIPATION AGREEMENT DATED April 30, 1985, BETWEEN THE ASSIGNOR AND ALLIED BANK OF TEXAS, AND THE MORTGAGES ASSIGNED HEREBY MAY NOT BE RELEASED BY THE ASSIGNEE EXCEPT IN ACCORDANCE WITH THE PARTICIPATION AGREEMENT.

841 P. 10

IN WITNESS WHEREOF, the undersigned has executed this instrument this 5th day of September, 1986.

SCHEDULE

DELAWARE FLOOD COMPANY PROPERTIES

B. OCHELATA PROJECT - WASHINGTON COUNTY, OKLAHOMA

1. BLUE BALDRIDGE LEASE

Lessor: Blue Baldrige
Lessee: Clarence A. Welch
Date: September 2, 1904; modified by agreement dated
April 20, 1911
Recorded: Lease Record 5, page 110
Land Covered: S2 SW⁴ NW⁴, Section 12, Township 25 North, Range 12 East
W.I. 100X N.R.I. 77.1875X

2. DAVE HENDRICKS LEASE

Lessor: Jonas W. Swannock and Mollie Swannock, his wife
Lessee: Raydure Oil Company, a co-partnership
Date: December 12, 1913
Recorded: Book 9, page 159
Land Covered: SE⁴ NE⁴ Section 11; NW⁴ SW⁴ NE⁴ less 1.38 acres for
RR right-of-way, Section 1, Township 25 North, Range 12 East
W.I. 100X N.R.I. 77.1875X

3. GEORGE HENDRICKS LEASE

Lessor: Alexander Hendricks, Guardian of George Hendricks, a minor
Lessee: Caney Valley Oil and Gas Company
Date: June 4, 1904
Recorded: Misc. Record 3, page 531
Land Covered: E2 SW⁴ NE⁴ of Section 11, Township 25 North, Range 12 East
W.I. 100X N.R.I. 77.1875X

4. McINTOSH LEASE

Lessor: James McIntosh
Lessee: The Warren Company, a corporation
Date: November 14, 1912
Recorded: Lease Record 15, page 51
Land Covered: NW⁴ SE⁴ Section 11; NE⁴ NE⁴ less 1-1/2 acres Section 13,
all in Township 25 North, Range 12 East
W.I. 100X N.R.I. 77.1875X

BOOK 841 PAGE 12

DELAWARE FLOOD COMPANY PROPERTIES (Cont'd.)

B. OCHELATA PROJECT - WASHINGTON COUNTY, OKLAHOMA (Cont'd.)

5. JOHN SCULLAW LEASE

Lessor: John Scullaw
Lessee: John S. Irwin, James M. Irwin and A. F. Jackson
Date: April 26, 1911
Recorded: Book 131, page 391
Land Covered: E2 SE4 and E2 SW4 SE4, Section 11, Township 25 North, 12 East
W.I. 100% N.R.I. 77.18752

6. STURM LEASE

Lessor: Burt Sturm and Rose Sturm, his wife
Lessee: Wm. T. Love, Trustee for Lomax-Oklahoma Oil Co.
Date: May 22, 1918
Recorded: Lease Record 10, page 158
Land Covered: W2 SW4 SE4, Section 11, Township 25 North, Range 12 East
W.I. 100% N.R.I. 77.18752

BOOK 841 PAGE 13

SCHEDULE

Lease B-1 and B-3 call for 10% royalties and the records do not disclose when royalties became 12½% to the landowner, although correspondence and division orders indicate that the royalty was increased by agreement.

Lease B-3 and B-5 require approval of United States Government before assignment.

Leases B-1 through B-6 are subject to the following:

- (a) An overriding royalty of 1/16 of 7/8 to Bird Creek Oil Company, Inc. as set out in Assignment, dated June 2, 1969, recorded in Book 549, pages 6-10, Washington County, Oklahoma.
- (b) An overriding royalty of 5% to R. M. Layton, et al as set out in Assignment dated June 1, 1969, recorded in Book 557, pages 260-263, Washington County, Oklahoma.
- (c) Subject to any recorded development contract with Imperial American.
- (d) Delaware Flood Company, working interest is 25%.

BOOK 841 PAGE 14

NORTH DEWEY

1. Oil and gas lease given by W. E. WARWICK and MARY E. WARWICK, Lessors;
CHARLES T. NORTH, JAMES E. BUZZARD, BUSTER STEEN, and DWIGHT O. SAYRE,
as Lessees

, dated May 19, 1956, covering the following described real
estate situate in Washington County, Oklahoma, to-wit:

The S $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 4,
Township 27 North, Range 13 East,

which lease is recorded in the office of the County Clerk of said
county in Book 331 at Page 217; and

W.R.I. .8203125

2. Oil and gas lease given by W. W. JONES, as Lessor, to
B. & D. OIL CO., INC., as Lessee, dated September 11, 1964, covering
the following described real estate situate in Washington County,
Oklahoma, to-wit:

The NE $\frac{1}{4}$ of the NW $\frac{1}{4}$; and
The E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of
Section 9, Township 27 North, Range 13 East

which lease is recorded in the office of the County Clerk of said county
in Book 468 ad Page 530; and

W.R.I. .8203125

BOOK 841 PAGE 15

SCHEDULE

NORTH DEWEY

Leases 1 through 2 are all subject to an Oil Payment of \$35,000,
payable out of 1/16th of 7/8ths.

BARTLESVILLE

(2) PULLIAM LEASE NO. 07.210119

Entire interest in Oil and Gas Lease dated June 18, 1958, from Pearl Doyle Pulliam and Gordon L. Pulliam, her husband, lessors, to Richard S. Hunt and D. S. Hulse, lessees, recorded in Book 364, Page 117, insofar as said lease covers

Lot 3 (otherwise described as the NE/4 of the SW/4) of Section 19, Township 26 North, Range 13 East, Washington County, Oklahoma, containing 41.12 acres, more or less.

SUBJECT TO THE FOLLOWING:

1. In addition to the 1/8 royalty provision, said lease provides for an overriding royalty interest in favor of lessor.

BOOK 841 PAGE 17

BARTLESVILLE, PULLIAM LEASE NO. 07.210119 (Cont'd.)

Pearl Doyle Pulliam, of an undivided 1/16 of 7/8 of all the oil, gas and casinghead gas produced from said land;

2. Agreement dated June 19, 1958, by and between Pearl Doyle Pulliam, as one party, and Richard S. Bunt and D. S. Bulse, as second parties, as explained in Stipulation dated July 10, 1963, executed by Pearl Doyle Pulliam; and
3. Easement dated January 1, 1960, executed by Cooperative Refinery Association and A. K. Swann covering injection well No. 10-A which is actually located off the above-described land and on the NE/4 SE/4 of Section 24-26N-12E.

Operating Interest 1.0000000
Revenue Interest .8203125

(3) E. SARCOXIE LEASE NO. 07.210114

Entire interest in oil and gas lease dated May 31, 1904, from Jefferson D. Sarcoxie, as Guardian of Elizabeth Laura Sarcoxie, a minor, as lessor, to Cudahy Oil Company, lessee, recorded in Book D, Page 308, insofar as said lease covers the

N/2 SE/4 of Section 24, Township 26 North, Range 12 East, less 4.79 acres right-of-way of the Kansas, Oklahoma, Central and Southwestern Railway, Except that portion of the N/2 SE/4 of said Section 24 described as follows:

Beginning at a point 20 feet East of the Northeast Corner of the NW/4 SE/4 of said Section 24, thence South 0° 06' East 526 feet, thence North 39° 54' West 775.1 feet to the East line of said railway right-of-way, thence North 12° 07' West 528.34 feet along the East line of said railway right-of-way to the North Line of the SE/4 of said Section 24, thence South 89° 54' East 387.13 feet to the point of beginning.

Washington County, Oklahoma,

BOOK 841 PAGE 18

BARTLESVILLE, (3) E. SARCOXIE LEASE NO. 07.210114 (Con'd.)

SUBJECT TO THE FOLLOWING:

1. Right-of-way easement dated February 12, 1968, from CRA, Inc., to Public Service Company of Oklahoma;
2. Right-of-way easement dated September 16, 1959, from The Cooperative Refinery Association to Public Service Company of Oklahoma.

Operating Interest 1.000
Revenue Interest .875

(4) J. SARCOXIE NO. 07.210115

Entire interest in oil and gas lease dated May 19, 1904, from Jefferson D. Sarcoxie, lessor, to the Cudahy Oil Company, lessee, recorded in Book 9, Page 352, insofar as said lease covers the

SE/4 SE/4 of Section 24, Township 26 North,
Range 12 East, Washington County, Oklahoma.

Operating Interest 1.000
Revenue Interest .875

(5) L. SARCOXIE NO. 07.210116

Entire interest in oil and gas lease dated May 21, 1904, from Lucy Davis, formerly Lucy Sarcoxie, lessor, to the Cudahy Oil Company, lessee recorded in Book 9, Page 554, insofar as said lease covers the

SE/4 of the NE/4 of Section 24, Township
26 North, Range 12 East, Washington County, Oklahoma.

Operating Interest 1.000
Revenue Interest .875

(6) BRYANT NO. 07.210113

Entire interest in oil and gas lease dated March 29, 1946, from H. L. Bryant, an unmarried man, lessor, to Cooperative Refinery Association, lessee, recorded in Book 182, Page 555, insofar as said lease covers the

BOOK 9
PAGE 19

BARTLESVILLE, (6) BRYANT NO. 07.210113 (Con'd.)

NE/4 NE/4 of Section 25, Township 26 North,
Range 12 East, less 5.08 acres Railroad
right-of-way, Washington County, Oklahoma.

Operating Interest 1.000
Revenue Interest .875

www OBI 7/16 20

WASHINGTON COUNTY, OKLAHOMA

1. Lease dated October 14, 1964 and recorded in Volume 464, page 337, from Claire L. Wallingford, et al, as Lessor, to A.A. Cameron, as Lessee, covering:

The Southeast Quarter (SE/4) of Section Twenty-four (24); and the North Half (N/2) and Southwest Quarter (SW/4), and the North Half of the Southeast Quarter (N/2 SE/4), and the North Half of the South Half of the Southeast Quarter (N/2 S/2 SE/4), and the Southwest Quarter of the Southwest Quarter of the Southeast Quarter (SW/4 SW/4 SE/4) of Section Twenty-five (25), all in Township Twenty-nine North (29N), Range Twelve East (12E);

The South Half of the Southwest Quarter (S/2 SW/4) of Section Seventeen (17); the Southeast Quarter of Section Eighteen (SE/4 - 18); the Northeast Quarter (NE/4) and Lots Three and Four (3 & 4), and the East Half of the Southwest Quarter (E/2 SW/4) of Section Nineteen (19); all in Township Twenty-nine North (29N), Range Thirteen East (13E);

containing 1,325.57 acres, more or less.

2. Lease dated October 14, 1964, from Claire L. Wallingford, et al, to A. A. Cameron, recorded at Volume 464, Page 341 and covering:

The East Half Southwest Quarter (E/2 SW/4), and Southeast Quarter (SE/4), and Lots One and Two (1 & 2) and South Half Northeast Quarter (S/2 NE/4), and Southeast Quarter Northwest Quarter (SE/4 NW/4), and Lot Three (3), EXCEPT approximately 6.01 acres in the Northwest (NW) corner of said Lot Three (3), in Section Thirteen (13); the Northeast Quarter (NE/4) and the Southwest Quarter (SW/4) and the Northeast Quarter Northwest Quarter (NE/4 NW/4), and the Northeast Quarter Southeast Quarter Northwest Quarter (NE/4 SE/4 NW/4) of Section Twenty-four (24), all in Township Twenty-nine North (29N), Range Twelve East (12E).

The West Half Southwest Quarter (W/2 SW/4), and the South Half Southwest Quarter Northwest Quarter (S/2 SW/4 NW/4) of Section Sixteen (16); the Southeast Quarter (SE/4) of Section Seventeen (17); Lots One and Two (1 & 2) and the South Half Northeast Quarter (S/2 NE/4) and Lots Three, Four, and Five (3, 4 and 5), and the Southeast Quarter Northwest Quarter (SE/4 NW/4), Lots Six and Seven (6 and 7), and the East Half Southwest Quarter (E/2 SW/4) of Section Eighteen (18); the Southeast Quarter (SE/4) and Lots One and Two (1 & 2), and the East Half Northwest Quarter (E/2 NW/4) of Section Nineteen (19); all of Section Twenty (20) except one (1) acre for school or church in Southeast Quarter (SE/4); all of Section Twenty-one (21); the Northwest Quarter Northeast Quarter (NW/4 NE/4); Lots One, Two, Three and Four (1, 2, 3, and 4), and the East Half Northwest Quarter (E/2 NW/4), and Northeast Quarter Southwest Quarter (NE/4 SW/4), and the West Half Southeast Quarter Southwest Quarter (W/2 SE/4 SW/4) of Section Thirty (30);

East Half (E/2), EXCEPT the Northeast Quarter Northeast Quarter Northeast Quarter (NE/4 NE/4 NE/4) of Section Twenty-nine (29); West Half Northeast Quarter (W/2 NE/4), and Southwest Quarter Northwest Quarter (SW/4 NW/4), and Southwest Quarter (SW/4) of Section Twenty-eight (28); Lots One, Two, and Three (1, 2, and 3), and the North Half Northeast Quarter Southwest Quarter (N/2 NE/4 SW/4), and the North Half Southeast Quarter (N/2 SE/4), and the West Half Southwest Quarter Southeast Quarter (W/2 SW/4 SE/4), and the Southwest Quarter Northwest Quarter Northeast Quarter (SW/4 NW/4 NE/4) of Section Thirty-one (31), all in Township Twenty-nine North (29N), Range Thirteen East (13),

containing 4,288.26 acres, more or less.

3. Lease dated February 11, 1965, from the Atchison, Topoka and Santa Fe Railway Company, as Lessor, to A. A. Cameron, as Lessee, covering the following described land in Township 29 North, Range 13 East:

All that part of the Southeast Quarter (SE/4) of Section Eighteen (18) described as follows: Beginning at the southeast corner of said Quarter Section; thence north along the east line of said Quarter Section a distance of Ten Hundred Sixty-seven (1067) feet; thence due west One Hundred Nineteen (119) feet to the point of beginning, said point of beginning being Fifty (50) feet southwesterly of and normally distant from the center line of Santa Fe's main track as now located through said Quarter Section at present Station 1250 + 41; thence northwesterly along a line Fifty (50) feet southwesterly of, normally distant from and parallel to said centerline of main track a distance of Four Hundred Eighteen and Three Tenths (418.3) feet; thence southwesterly at right angles a distance of One Hundred Sixty-six and Two Tenths (166.2) feet; thence southeasterly at right angles a distance of One Hundred Sixty (160) feet; thence deflecting on an angle of 51°03' to the right a distance of One Hundred and Nine Tenths (100.9) feet; thence east a distance of Three Hundred Thirteen and One Tenth (313.1) feet to point of beginning. Containing One and Forty-six Hundredths (1.46) acres, more or less; also

All that part of the Southeast Quarter (SE/4) of the Southeast Quarter (SE/4) of Section Eighteen (18) beginning at a point Fifty (50) feet southwesterly of, measured at right angles to the center line of Santa Fe's main track as now located through said Quarter Quarter Section at Mile Post Twenty-three (23) plus Thirty-six Hundred Twenty-Nine and Seven Tenths (3629.7) feet; thence southeasterly along a line Fifty (50) feet southwesterly of, normally distant from and parallel to said center line of main track a distance of One Hundred Fifty-four and Eight Tenths (154.8) feet to the east line of said Quarter Quarter Section; thence south along said east line a distance of Eighty-nine and Eight Tenths (89.8) feet; thence northwesterly along a line One Hundred (100) feet southwesterly of, normally distant from and parallel to said center line of main track a distance of Two Hundred Seventy and Two Tenths (270.2) feet; thence easterly a distance of Seventy-four and Three Tenths (74.3) feet to point of beginning. Containing Twenty-eight Hundredths (0.28) of an acre, more or less; also

A strip of land in the Southwest Quarter (SW/4) of the Southwest Quarter (SW/4) of Section Seventeen (17) Fifty-seven and Seven Tenths (57.7) feet in width lying between two lines the same lying and being Fifty (50) feet and One Hundred Seven and Seven Tenths (107.7) feet southwesterly of, normally distant from and parallel to the center line of Santa Fe's main track as now located through said Quarter Quarter Section, extending southeasterly from the west line of said Quarter Quarter Section to a line normal to said center line of main track at Mile Post Twenty-three (23) plus

BOOK 841 PAGE 22

Forty-seven Hundred and Ninety-five (4795) feet and from thence to the south line of said Quarter Quarter Section two strips of land being, respectively, One Hundred (100) feet in width southwesterly of center line of main track and lying between two lines the same lying and being Fifty (50) feet and One Hundred Fifty (150) feet southwesterly of, normally distant from and parallel to the said center line of main track and being Fifty-six and Five Tenths (56.5) feet in width northeasterly of said center line of main track and lying between two lines the same lying and being Fifty (50) feet and One Hundred Six and Five Tenths (106.5) feet northeasterly of, normally distant from and parallel to said center line of main track. Containing One and Seventy-six Hundredths (1.76) acres, more or less,

containing in all Three and Fifty Hundredths (3.50) acres, more or less,

4. Lease dated February 11, 1965, from The Atchison, Topeka and Santa Fe Railway Company, to A. A. Cameron, the same being unrecorded and covering the following described land in Township 29 North, Range 13 East:

A strip of land in the Northwest Quarter (NW/4) of the Northwest Quarter (NW/4) of Section Twenty (20) Two Hundred Fifty-six and Five Tenths (256.5) feet in width the same being One Hundred Fifty (150) feet wide westerly of and One Hundred Six and Five Tenths (106.5) feet wide easterly of the center line of Santa Fe's main track as now located through said Quarter Quarter Section. Containing Seven and Ninety-nine Hundredths (7.99) acres, more or less; also

All that part of the Southwest Quarter (SW/4) of the Northwest Quarter (NW/4) of Section Twenty (20) lying westerly of a line lying and being Fifty (50) feet westerly of, normally distant from and parallel to the center line of Santa Fe's main track as now located in said Quarter Quarter Section from the north line of said Quarter Quarter Section to the beginning point of Santa Fe's Pawhuska District and from thence to the south line of said Quarter Quarter Section lying westerly of a line lying and being Fifty (50) feet westerly of, normally distant from and parallel to the center line of main track of Santa Fe's Pawhuska District and lying easterly of a line lying and being One Hundred Fifty (150) feet westerly of normally distant from and parallel to the center line of Santa Fe's main track through said Quarter Quarter Section. Containing One and Eighty-four Hundredths (1.84) acres, more or less; also

All that part of the Northwest Quarter (NW/4) of the Southwest Quarter (SW/4) of the Southwest Quarter (SW/4) of Section Twenty (20) lying northwesterly of a line lying and being Fifty (50) feet southeasterly of, normally distant from and parallel to the center line of the main track of Santa Fe's Pawhuska District as now located through said Quarter Quarter Quarter Section. Containing Five Tenths (0.5) of an acre, more or less.

containing in all Ten and Thirty-three Hundredths (10.33) acres, more or less.

5. Lease dated January 21, 1965, from Dennis J. Foote, et ux, to A. A. Cameron, recorded at Volume 471, Page 78 and covering:

Lot 4 and the Southwest Quarter of the Northwest Quarter (SW/4 NW/4) 73.33 Acres; Lot 3 (33.33 Acres); East Half (E/2) of Lot 1 and the Southwest 10 Acres of said Lot 1 (26 Acres); Southwest 10 Acres of Lot 2; North Half of the Southeast Quarter of the Northwest Quarter (N/2 SE/4 NW/4) and the North Half of the South Half of the Southeast Quarter of the Northwest Quarter (N/2 S/2 SE/4 NW/4) (30 Acres); and the Southeast Quarter of the Northeast Quarter (SE/4 NE/4) (40 Acres), all in Section 17, Township 29 North, Range 13 East, EXCEPTING THEREFROM the following described tract:

Commencing at the Northwest Corner of Section 17, Township 29 North, Range 13 East and at the State Line between Kansas and Oklahoma, and running thence East along said State Line and along the North Side of Lot 4 in said Section 17 a distance of 45 1/2 Rods; thence South 70 Rods to the South Boundary Line of said Lot 4; thence West on said South line of said Lot 4 a distance of 45 1/2 Rods to the Section line between Section 17 and 18 in said Township and Range; thence North on said Section line 70 Rods to the place of beginning.

containing 193.18 acres, more or less.

6. Dated November 21, 1967 from Earle H. Wallingford and Clai L. Wallingford, husband and wife, Thomas C. Wallingford and Sherrard B. Wallingford, husband and wife, Earle G. Wallingford, III and George Walter Wallingford to R. M. Layton, Clyde G. Layto William Douglas Layton recorded at book 522, page 420 and coverin

The East Half Southwest Quarter (E/2 SW/4), and Southeast Quarter (SE/4), and Lots One and Two (1 & 2) and South Half Northeast Quarter (S/2 NE/4), and Southeast Quarter Northwest Quarter (SE/4 NW/4), and Lot Three (3), EXCEPT approximately 6.01 acres in the Northwest (NW) corner of said Lot Three (3), in Section Thirteen (13); the Northeast Quarter (NE/4) and the Southwest Quarter (SW/4) and the Northeast Quarter Northwest Quarter (NE/4 NW/4), and the Northeast Quarter Southeast Quarter Northwest Quarter (NE/4 SE/4 NW/4) of Section Twenty-Four (24), all in Township Twenty-Nine North (29N), Range Twelve East (12E).

The West Half Southwest Quarter (W/2 SW/4), and the South Half Southwest Quarter Northwest Quarter (S/2 SW/4 NW/4) of Section Sixteen (16); the Southeast Quarter (SE/4) of Section Seventeen (17); Lots One and Two (1 & 2) and the South Half Northeast Quarter (S/2 NE/4) and Lots Three, Four, and Five (3, 4, and 5), and the Southeast Quarter Northwest Quarter (SE/4 NW/4), Lots Six and Seven (6 & 7), and the East Half Southwest Quarter (E/2 SW/4) of Section Eighteen (18); the Southeast Quarter (SE/4) and Lots One and Two (1 & 2),

and the East Half Northwest Quarter (E/2 NW/4) of Section Nineteen (19); all of Section Twenty (20) except one (1) acre for school or church in Southeast Quarter (SE/4); all of Section Twenty-One (21); EXCEPT the Northwest Quarter (NW/4) of Section Twenty-One (21), Township Twenty-Nine North (29N), Range Thirteen East (13E); and the Northwest Quarter Northeast Quarter (NW/4 NE/4), Lots One, Two, Three and Four (1, 2, 3, and 4), and the East Half Northwest Quarter (E/2 NW/4), and Northeast Quarter Southwest Quarter (NE/4 SW/4), and the West Half Southeast Quarter Southwest Quarter (W/2 SE/4 SW/4) of Section Thirty (30); East Half (E/2), EXCEPT the Northeast Quarter Northeast Quarter (NE/4 NE/4 NE/4) of Section Twenty Nine (29); West Half Northeast Quarter (W/2 NE/4), and Southwest Quarter Northwest Quarter (SW/4 NW/4), of Section Twenty-Eight (28); Lots One, Two, and Three (1, 2, and 3), and the North Half Northeast Quarter Southwest Quarter (N/2 NE/4 SW/4), and the North Half Southeast Quarter (N/2 SE/4), and the West Half Southwest Quarter Southeast Quarter (W/2 SW/4 SE/4), and the Southwest Quarter Northwest Quarter Northeast Quarter (SW/4 NW/4 NE/4) of Section Thirty-One (31), all in Township Twenty-Nine North (29N), Range Thirteen East (13E).

containing 3,648.26 acres, more or less.

7. Lease dated October 14, 1964, and recorded in Volume 464, page 341 from Claire L. Wallingford, as Lessor, to A.A. Cameron, as Lessee, covering:

Northwest Quarter (NW/4) of Section Twenty-one (21), Township Twenty-nine (29), Range Thirteen (13) and the Southwest Quarter (SW/4) of Section Twenty-eight (28), Township Twenty-nine (29), Range Thirteen (13).

8. Lease dated November 21, 1967, and recorded in Volume 522, page 420, from Earle H. Wallingford and Claire L. Wallingford, husband and wife, Thomas C. Wallingford and Sherrard B. Wallingford, husband and wife, Earle G. Wallingford, III and George Walter Wallingford, as Lessor, to R. M. Layton, Clyde G. Layton and William Douglas Layton, as Lessee, and covering:

The Southwest Quarter (SW/4) of Section Twenty-four (24), Township Twenty-nine North (29N), Range Twelve East (12E).

OIL AND GAS LEASES
SITUATED IN:
WASHINGTON COUNTY, OKLAHOMA

CONNELLY RANCH - N.R.I. .B25

Layton Oil Co.

W.I. 100%

1. Dated October 14, 1964 from Claire L. Wallingford, et al, to A.A.Cameron, recorded at 464/337 and covering:

The Southeast Quarter (SE/4) of Section Twenty-four (24); and the North Half (N/2) and Southwest Quarter (SW/4), and the North Half of the Southeast Quarter (N/2 SE/4), and the North Half of the South Half of the Southeast Quarter (N/2 S/2 SE/4), and the Southwest Quarter of the Southwest Quarter of the Southeast Quarter (SW/4 SW/4 SE/4) of Section Twenty-five (25), all in Township Twenty-nine North (29N), Range Twelve East (12E);

The South Half of the Southwest Quarter (S/2 SW/4) of Section Seventeen (17); the Southeast Quarter of Section Eighteen (SE/4 - 18); the Northeast Quarter (NE/4) and Lots Three and Four (3 & 4), and the East Half of the Southwest Quarter (E/2 SW/4) of Section Nineteen (19); all in Township Twenty-nine North (29N), Range Thirteen East (13E);

containing 1,325.57 acres, more or less.

2. Dated October 14, 1964 from Claire L. Wallingford, et al, to A.A.Cameron recorded at 464/341 and covering:

The Southwest Quarter (SW4) of Section Twenty-Four (24), Township Twenty-Nine (29), Range Twelve (12); and the Northwest Quarter (NW4) of Section Twenty-One (21) Township Twenty-Nine (29), Range Thirteen (13); and the Northeast Quarter (NE4) of Section Twenty-One (21), Township Twenty Nine (29), Range Thirteen (13); and the Southwest Quarter (SW4) of Section Twenty-Eight (28), Township Twenty-Nine (29), Range Thirteen (13).

14th

ASSIGNMENT OF MORTGAGE

WHEREAS, on July 14, 1986, the Federal Deposit Insurance Corporation, as Receiver for The First National Bank and Trust Company of Oklahoma City, acquired the below-referenced Mortgages and collateral instruments (hereinafter collectively referred to as the "Mortgages") as a result of the declared insolvency of The First National Bank and Trust Company of Oklahoma City, by the Comptroller of the Currency; and

WHEREAS, the Mortgages were transferred, assigned and conveyed to Federal Deposit Insurance Corporation, in its corporate capacity, on the 14th day of July, 1986, said assignment being approved by Order of the United States District Court for the Western District of Oklahoma, Case No. CIV-86-1530-R.

NOW THEREFORE, FOR VALUE RECEIVED, the undersigned, the FEDERAL DEPOSIT INSURANCE CORPORATION, in its corporate capacity (the "Assignor"), does hereby assign, transfer and set over, without recourse, to FINOCO, INC., a New Jersey corporation (the "Assignee"), all right, title and interest in and to the following Mortgages:

0705
004

<u>Document</u>	<u>Book/ Volume</u>	<u>Page</u>	<u>Date</u>
Mortgage	569	849	10-11-79
Mortgage	580	654	5-19-80
1st Amendment	597	950	5-01-81
2nd Amendment	605	195	9-24-81
Assignment	624	599	10-15-82
Mortgage	620	272	7-21-82
Assignment	624	594	10-15-82
Mortgage	620	265	7-21-82
A&R Mortgage	675	696	5-08-85

made by Layton Oil Company, Delaware Flood Co., L and G Petroleum Company, Equinox Oil Company, Inc., et al, in favor of the Assignor and covering the property located in Osage County, Oklahoma, described at Schedule "A" attached as a part hereof, together with the promissory notes described in such mortgages, and the monies due and to become due therefrom with interest thereon.

THIS ASSIGNMENT OF MORTGAGE IS MADE EXPRESSLY SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN PARTICIPATION AGREEMENT DATED APRIL 30, 1985 BETWEEN THE ASSIGNOR AND ALLIED BANK OF TEXAS, AND THE MORTGAGES ASSIGNED HEREBY MAY NOT BE RELEASED BY THE ASSIGNEE EXCEPT IN ACCORDANCE WITH THE PARTICIPATION AGREEMENT.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 5th day of September, 1986.

FILED
STATE OF OKLAHOMA
1986 NOV -3 AM 10:15

OSAGE COUNTY CLERK
HAZEL ANN STEPHENS
[Signature]



HINDS
PORTER, WRIGHT.

SCHEDULE

02170

Description of Lease

WHITING

Blanket Oil Mining Lease, Osage Reservation, Oklahoma, Contract No. 14-20-0406-1361, dated August 1, 1963, by and between Osage Tribe of Indians in Oklahoma, by Paul Pitts, Principal Chief, under authority of a Resolution of the Osage Tribal Council dated July 17, 1963 and numbered 21-75, as Lessor, and The Pure Oil Company, as Lessee, insofar and only insofar as said lease covers the following described lands, to-wit:

0705

- S/2 of Section 2
- All of Section 11
- All of Section 14
- NE/4 of Section 15
- SE/4 of Section 15
- SW/4 of Section 12
- SW/4 of Section 13
- NW/4 of Section 13

006

all in Township 27 North, Range 10 East, Osage County, Oklahoma.

N.R.I. .4375

First \$14,000 per month to Delaware Flood Co., plus 50% of net profits over \$14,000.

BARTLESVILLE

(2) PULLIAM LEASE NO. 07.210119

Entire interest in Oil and Gas Lease dated June 18, 1958, from Pearl Doyle Pulliam and Gordon L. Pulliam, her husband, lessors, to Richard S. Bunt and D. S. Bulse, lessees, recorded in Book 364, Page 117, insofar as said lease covers

Lot 3 (otherwise described as the NW/4 of the SW/4) of Section 19, Township 26 North, Range 18 East, Washington County, Oklahoma, containing 41.12 acres, more or less,

SUBJECT TO THE FOLLOWING:

1. In addition to the 1/8 royalty provision, said lease provides for an overriding royalty interest in favor of lessor,

SCHEDULE

BARNSDALL

SOUTHWEST JAYINE

NE/4 of Section 6, Township 24 North, 11 East,
with a working interest of 5/6 of 6/6ths.
N.R.I. .83333

SOUTHEAST PERSHING

SW/4 of Section 10, Township 24 North, 10 East,
with a working interest of 5/6 of 6/6ths.
N.R.I. .83333

REDEAGLE

SW/4 of Section 1; NW/4 and SW/4 of Section 12,
all in Township 24 North, Range 10 East,
with a working interest of 5/6 of 6/6ths.
N.R.I. .83333

NE/4 and N/2 of SE/4 of Section 11, Township 24
North, Range 10 East - with a working interest of
5/6 of 6/6ths, subject to an overriding royalty
of 1/16th of 6/6ths.
N.R.I. .7708333

Osage County, State of Oklahoma

88170

0705

007

02157

000

LAYTON OIL COMPANY PROPERTIES

WHITING AREA - OSAGE COUNTY, OKLAHOMA

(1) CRANE-DAY LEASE

Lessor: Sylvester J. Tinker, Principal Chief
Lessee: Layton Oil Company
Date: October 21, 1981
Recorded: Indian Agency Lease
Land Covered: NW4 of Section 12, Township 27 North,
Range 10 East

257306

ASSIGNMENT OF MORTGAGE

WHEREAS, on July 14, 1986, the Federal Deposit Insurance Corporation, as Receiver for The First National Bank and Trust Company of Oklahoma City, acquired the below-referenced Mortgages and collateral instruments (hereinafter collectively referred to as the "Mortgages") as a result of the declared insolvency of The First National Bank and Trust Company of Oklahoma City, by the Comptroller of the Currency; and

WHEREAS, the Mortgages were transferred, assigned and conveyed to Federal Deposit Insurance Corporation, in its corporate capacity, on the 14th day of July, 1986, said assignment being approved by Order of the United States District Court for the Western District of Oklahoma, Case No. CIV-86-1530-R.

NOW THEREFORE, FOR VALUE RECEIVED, the undersigned, the FEDERAL DEPOSIT INSURANCE CORPORATION, in its corporate capacity (the "Assignor"), does hereby assign, transfer and set over, without recourse, to FINOCO, INC., a New Jersey corporation (the "Assignee"), all right, title and interest in and to the following Mortgages:

<u>Document</u>	<u>Book/ Volume</u>	<u>Page</u>	<u>Date</u>
Mortgage	508	626	10-17-79
1st Amendment	526	216	5-01-81
2nd Amendment	530	50	9-24-81
Mortgage	526	194	5-01-84
1st Amendment	530	42	9-24-81
Mortgage	544	412	6-22-83
Assignment	538	722	10-14-82
Mortgage	537	89	7-21-82
A&R Mortgage	560	541	5-08-85

made by Layton Oil Company, Delaware Flood Co., L and G Petroleum Company, Equinox Oil Company, Inc., et al, in favor of the Assignor and covering the property located in Nowata County, Oklahoma, described at Schedule "A" attached as a part hereof, together with the promissory notes described in such Mortgages, and the monies due and to become due therefrom with interest thereon.

THIS ASSIGNMENT OF MORTGAGE IS MADE EXPRESSLY SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN PARTICIPATION AGREEMENT DATED April 30, 1985, BETWEEN THE ASSIGNOR AND ALLIED BANK OF TEXAS, AND THE MORTGAGES ASSIGNED HEREBY MAY NOT BE RELEASED BY THE ASSIGNEE EXCEPT IN ACCORDANCE WITH THE PARTICIPATION AGREEMENT.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 5th day of September, 1986.

FEDERAL DEPOSIT INSURANCE CORPORATION, in its corporate capacity

By [Signature]
Bank Liquidation Specialist
As Attorney-In-Fact, acting under and pursuant to the terms of that certain Power of Attorney recorded in the records of the County Clerk of Nowata County, State of Oklahoma, at Book 570, Page 333.

(the "Assignor")

I hereby certify that this instrument was filed in the office of the County Clerk, Nowata, Okla.

NO 07 1986

at 1:30 o'clock P.M. and duly recorded in Record 576 Page 551-552
Marjorie Parrish, County Clerk
By [Signature] Deputy

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF OKLAHOMA)

Page 5 This instrument was acknowledged before me on
July 5, 1986 by *Paul G. Healy*, as Bank
Liquidation Specialist As Attorney-In-Fact of the Federal Deposit
Insurance Corporation, in its corporate capacity.



Susan L. Johnston
Notary Public *SUSAN L. JOHNSTON*
Name (Please Print)

Title: _____
(Please Print)

My Commission Expires: *June 6, 1988*

OKLAHOMA

WILKINSON LEASE

Lessor: Winifred R. Wilkinson
Lessee: John W. James
Date: January 26, 1979
Recorded: Book 507, Page 377

Lessor: Helen W. Craig & Carl O. Craig
Lessee: John W. James
Date: February 2, 1979
Recorded: Book 507, Page 379

Lessor: Frances W. King
Lessee: John W. James
Date: February 7, 1979
Recorded: Book 507, Page 381

Lessor: Lois Ann Kerr & James L. Kerr, her husband
Lessee: John W. James
Date: January 27, 1979
Recorded: Book 507, Page 383

Lessor: John F. Wilkinson, Jr., Joann W. McCaffrey & Jame W. Fuegner, sole heirs of John F. Wilkinson, Dec. and of Lucile Wilkinson
Lessee: John W. James
Date: April 10, 1979
Recorded: Book 507, Page 385

Lessor: Roy W. Wilkinson & Dixie Wilkinson, his wife, Earl H. Vincent & Lucile Vincent, his wife, Maud Anna Blecha & Hugh S. Wilkinson
Lessee: John W. James
Date: December 7, 1978
Recorded: Book 507, Page 387

Land Covered: NE2 SW4; W2 NW4 SW4; SE4 NW4 SW4
Section 14, Township 25 North, Range 14 East,
Nowata County, Oklahoma

Above Wilkinson leases all covered by above land description.

N.R.I. .41015625
W.I. .50

OKLAHOMA

HUNTER LEASE

Lessor: Naydeen Hunter & H. L. Honette
 Lessee: Rell Schwab, Sr.
 Date: February 15, 1974
 Recorded: Book 473, Page 249
 Land Covered: S2 SW4, Section 14, Township 25 North, Range 14 East, Nowata County, Oklahoma

N.R.I. .41015625
 W.I. .50

YIRSA LEASE

Lessor: L. W. Yirsa and Lola Yirsa, his wife, and Litwin, Int.
 Lessee: Rubein V. Johnson
 Date: June 12, 1957
 Recorded: Book 391, Page 84
 Land Covered: E2 SE4 of Section 15, Township 25 North, Range 14 East, Nowata County, Oklahoma

N.R.I. .41015625
 W.I. .50

NOWATA AREA↳ TRIO-HUNTER LEASE

Lessor: Naydeen Hunter & H. L. Honette
 Lessee: Rell Schwab, Sr.
 Date: February 15, 1974
 Recorded: Book 473, Page 249
 Land Covered: SW4 SE4 and W2 SE4 SE4 and W2 NW4 SE4,
 Section 14, Township 25 North, Range
 14 East, Nowata County, Oklahoma

W. I. 50% N.R.I. .. 4101056

↳ GREENWOOD LEASE

Lessor: Hoyet Greenwood
 Lessee: L & G Petroleum Company
 Date: January 7, 1980
 Recorded: Book 530, Page 680-681
 Land Covered: NE4, Section 23, Township 25 North, Range
 14 East, Nowata County, Oklahoma

W. I. 50% N.R.I. .43750000

↳ SEBA LEASE

Lessor: RBM. Investment, Inc.
 Lessee: L & G Petroleum Company
 Date: June 16, 1976
 Recorded: Book 483, page 469
 Land Covered: E2 SW4; W2 SE4 of Section 33, Township 26
 North, Range 16 East, Nowata County, OK.

W.I. 50% N.R.I. ..4218750

S I G N A L P O O L

✓ ALEXANDER LEASE

Lessor: Charles M. Alexander & Mary Elinor
Alexander, husband and wife
Lessee: Jerald Bollinger and Fred Escott
Date: June 1, 1979
Recorded: Book 509 - Page 571-576
Land Covered: NW4 SW4 & N2 NW4 and N2 SE4 NW4 and
NE4 SW4 NW4 of Section 34, Township 26
North, Range 15 East, Nowata County, OK.
W. I. - 100% N.R.I. - .87500000

• FRIEDEN LEASE

Lessor: Ray S. Frieden & Betty Jane Frieden
Lessee: L & G Petroleum, a partnership
Date: July 12, 1979
Recorded: Book 507, Page 716-717
Land Covered: NE4 SE4, Section 33, Township 26 North, Range
15 East, Nowata County, Oklahoma
W. I. - 100% N.R.I. - .81250000

✓ HARMON-FRIEDEN LEASE

(a) Lessor: Ray S. Frieden & Betty Jane Frieden
Lessee: L & G Petroleum, a partnership
Date: July 12, 1979
Recorded: Book 507, Page 718-719
Land Covered: E2 NE4, Section 5, Township 25 North,
Range 15 East, and SE4 SW4, Section
33, Township 26 North, Range 15 East,
Nowata County, Oklahoma (1/2 Minerals)

(b) Lessor: E. M. Harmon & Barbara M. Harmon,
husband & wife
Lessee: L & G Petroleum
Date: October 29, 1979
Recorded: Book 509, Page 130-131
Land Covered: SE4 SW4 of Section 33, Township 26
North, Range 15 East, and the E2 NE4,
Section 5, Township 25 North, Range
15 East, Nowata County, OK. (1/2 Miner.
W. I. - 100% N.R.I. - .81250000

NOWATA COUNTY, OKLAHOMA

KULCHINSKI AREA

Check the Township
on this legal. could
not index this one in
tract book

LAND OFFICE LEASE

Date: July 3, 1979
Lessor: Commission of Land Office
Lessee: L & G Petroleum Company
Land Covered: NW4 NE4 NW4; NW4 NW4; NW4 SE4 NW4; NE4 SW4 NW4;
SE4 SW4 NW4 (State is leasing 1/2 mineral rights)
Section 10, Township 2 North, Range 16 East
Nowata County, Oklahoma (90 Acres)
Recorded: Lease approved by Land Office 7-18-79.

✓ Date: March 25, 1980
Lessor: Viridon Young & Frances Young, husband & wife
Lessee: L & G Petroleum Company
Land Covered: NW4 NW4; W2 NE4 NW4; N2 SW4 NW4; NW4 SE4 NW4; and
SE4 SW4 NW4, all in Section 10, Township 25 North,
Range 16 East, Nowata County, Oklahoma (100 Acres)
(1/2 Int. in 90 acres - 10 Acres - 100% Int.)
Recorded: April 3, 1980 Book 513, Page 54-56

• KULCHINSKI LEASE W.I. 100% - N.R.I. .875 L&G

Date: January 21, 1977
Lessor: Ervin Kulchinski and Hattie Kulchinski
Lessee: B & B Oil Co., a partnership
Land Covered: SE4 SE4 SW4 of Section 3; & N2 NE4; and
E2 NE4 NW4; and N2 SE4 NE4; and NE4 SW4
of NE4 of Section 10, all in Township 25
North, Range 16 East, Nowata County, Oklahoma
Recorded: Book 489, Page 138
W.I. 100% - N.R.I. .875 L&G

SCHEDULE

DELAWARE FLOOD COMPANY PROPERTIES

A. DELAWARE FLOOD - PART I (Leases, Delaware District Unit) - NOWATA COUNTY, OKLAHOMA

<u>Lessor</u>	<u>Recording Data</u>	<u>Description - All lands are in TOWNSHIP 27 NORTH, RANGE 15 EAST Unless Otherwise Indicated</u>	<u>W.I.</u>	<u>N.H.U.</u>
Ira G. Sales, Guardian of Peter L. Sales, a minor	Book 38, page 516	Section 21: NE4 NE4; N2 SE4 NE4; SW4 SE4 NE4	100%	87.5000%
Ira G. Sales, Guardian of Robert R. Sales, a minor	Book 34, page 518	Section 21: NW4 SE4; N2 SW4 SE4; SE4 SW4 NE4	100%	87.5000%
Ira G. Sales, Guardian of Ulysses S. Sales, a minor	Book 38, page 517	Section 21: NE4 SE4; N2 SE4 SE4; SE4 SE4 NE4	100%	87.5000%
Sallie M. Cyphers nee Needham	Book 52, page 327	Section 22: SW4 NW4; W2 SE4 NW4; NE4 SE4 NW4	100%	87.5000%
Lucy Harvey	Not Recorded	Section 22: S2 SW4 NE4	100%	87.5000%
Arlie McCoy nee Bengge and husband, E. K. McCoy	Book 116, page 602	Section 22: NW4 SE4; W2 NE4 SE4	100%	87.5000%
Flora Bengge and Lizzie Bengge	Book 151, page 423	Section 22: SE4 SE4; E2 NE4 SE4	100%	87.5000%
Mary A. Rye	Book 179, page 212	Section 22: E2 SW4 SE4; SW4 SW4 SE4	100%	87.5000%
Montana Springer	Book 206, page 202	Section 22: E2 NW4 SW4; NE4 SW4	100%	87.5000%
Rosa Secondline	Book 37, page 275	Section 22: W2 NW4 SW4	100%	87.5000%
H. R. Warner, as Guardian of the Estate of Fannie Secondlyne, now Carpenter, a minor	Book 129, page 213	Section 22: S2 SW4	100%	87.5000%
Claud E. Robbins	Book 177, page 149	Section 23: W2 SW4 SW4; NE4 SW4 SW4; Section 26: NW4 NE4 NW4	100%	87.5000%

DELAWARE FLOOD COMPANY PROPERTIES PART I (Linsen) Cont'd. - NOWATA COUNTY, OKLAHOMA

<u>Lessor</u>	<u>Recording Data</u>	<u>Description</u>	<u>A.C.</u>	<u>U.L.L.</u>
Wesley B. Berry and Della May Berry	Book 267, page 190,	Section 23: NW 4 SW 4; W2 NW 4 SW 4; NE 4 NW 4 SW 4	100%	87.5000%
Robert Berry, Guardian of Lee B. Berry, a minor	Book 32, page 697 &	Section 23: S2 SW 4	100%	87.5000%
Carlie M. Keys (a single woman)	Book 17, page 225	Section 23: W2 SW 4 SW 4; SW 4 NW 4 SW 4	100%	87.5000%
Thomas N. Mayfield	Book 38, page 75	Section 23: NE 4 SW 4 SW 4	100%	87.5000%
Robert Berry, Individually and as Guardian of Wesley B. Berry and Lee B. Berry, minors	Book 34, page 1	Section 23: SW 4 SW 4 SW 4; SW 4 NE 4 SW 4; Section 24: W2 NW 4 SW 4; SW 4 NW 4 SW 4	100%	87.5000%
V. L. Moore and wife, Margaret R. Moore, and J. A. Wetzack and wife, Maud T. Wetzack	Book 38, page 157	Section 24: NE 4 SW 4; W2 SW 4 SW 4; SW 4 SW 4 SW 4	100%	87.5000%
Mary Jane Halfmoon (formerly Mary Jane Dick) and Fred Halfmoon, her husband	Book 126, page 301	Section 24: NW 4 NW 4 SW 4; E2 NW 4 SW 4	100%	87.5000%
H. W. Blakeslee	Book 145, page 454	Section 24: W2 NW 4 SW 4	100%	87.5000%
C. T. McCarty and Bessie B. McCarty, his wife	Book 219, page 451	Section 24: E2 NE 4 SW 4; SW 4 NW 4 SW 4	100%	87.5000%
L. G. Thomason and Jeanette K. Thomason, his wife	Book 180, page 306	Section 24: SW 4 SW 4	100%	87.5000%
Mary Jane Dick, minor, by James Dick, Guardian	Book 52, page 526	Section 24: W2 SW 4 SW 4	100%	87.5000%
Mary J. Halfmoon (formerly Mary J. Dick), and husband Fred Halfmoon	Book 129, page 417	Section 24: E2 SW 4 SW 4	100%	87.5000%

DELAWARE FLOOD COMPANY PROPERTIES - PART I (Leases) Cont'd - NOWATA COUNTY, OKLAHOMA

<u>Lessor</u>	<u>Recording Data</u>	<u>Description</u>	<u>M. I.</u>	<u>R. R. I.</u>
Charles O. McClure, Guardian of Bertha F. McClure, a minor	Book 38, page 525	Section 25: NW4 NW4; NE4 SW4 NW4	100%	87.5000%
Lizzie Balentine (nee Payne)	Book 52, page 560	Section 25: NE4 NW4	100%	90.0000%
Johanna Webb nee Balentine and J. C. Webb, her husband	Book 52, page 625	Section 25: NE2 NE4	100%	90.0000%
Perry P. Balentine and wife Geneve E. Balentine	Book 56, page 537	Section 25: S2 NE4	100%	90.0000%
Nancy Pegg	Book 37, page 287	Section 26: E2 E2 NW4; E2 NE4 SW4	100%	87.5000%
Martin V. Benges, Jr., single	Book 48, page 139	Section 26: NW4 NW4	100%	88.7500%
Charles O. McClure, Guardian of Orion J. McClure, a minor	Book 38, page 524	Section 26: NE4 NE4	100%	87.5000%
Charles O. McClure, Guardian	Book 37, page 85	Section 26: NW4 NE4	100%	87.5000%
Lucie Clinkscates, a widow, Louise Clinkscates Burkhalter and husband, Tom C. Burkhalter, and John W. Clinkscates, single	Book 282, page 64	Section 27: NE4 NE4	100%	87.5000%
Lee B. Berry and Lela M. Berry, his wife, and Wesley B. Berry and Faste May Berry, his wife	Book 351, page 15	Section 23: NE4 SW4; SE4 NW4 SW4; NW4 NW4 SW4	100%	87.5000%
Haydeen Hunter, Emma R. Marshall, John A. Marshall, Grace Reznor, Will F. Marshall, Minna Coppajic and Paul Jamison and Walter Marshall	Book 258, page 220	Section 21: NW4 NE4; N2 SW4 NE4; SW4 SW4 NE4	100%	87.5000%

DELAWARE FLOOD COMPANY PROPERTIES - PART I (Leases) Cont'd. - NOWATA COUNTY, OKLAHOMA

Continued

<u>Lessor</u>	<u>Recording Date</u>	<u>Description</u>	<u>W.L.</u>	<u>R.H.L.</u>
Frances Coppage	Book 258, page 224			
Leera J. Lant	Book 358, page 227			
Ray C. Powell	Book 358, page 230			
Hubert Jamison and Joseph Jamison	Book 358, page 233			
Mary Anderson	Book 358, page 236			
Thomas E. Bolin and Pearl Bolin	Book 358, page 243	Section 21: S2 SW4 SW4	100%	87.5000%
R. W. Skimerhorn and Ethel Skimerhorn, husband and wife	Book 358, page 251	Section 25: N2 SW4 NW4; SW4 SW4 NW4	100%	87.5000%
Adolphus Landers and Alberta Landers, husband and wife	Book 358, page 253	Section 26: S2 NE4	100%	87.5000%
Gerald G. Cunningham and Ruby J. Cunningham, husband and wife	Book 358, page 255			
H. W. Skimerhorn and wife, Ethel Skimerhorn	Book 358, page 257	Section 25: SE4 NW4	100%	87.5000%
Thomas F. Bolin and Marie Bolin	Book 358, page 259	Section 22: SE4 NE4; S2 NE4 NE4; NE4 NE4 NE4	100%	87.5000%
A. D. Thornton and C. C. Thornton	Book 364, page 381			
Margaret Gustafson, Alma Gustafson and Yogo H. Gustafson	Book 304, page 347	Section 26: SW4 NW4 NW4	100%	87.5000%
J. H. Childers, J. M. Anthis and Hazel Olenline	Book 93, page 572	Section 22: NW4 SW4 SE4	100%	87.5000%

SCHEDULE

DELAWARE FIDUCIARY COMPANY PROPERTIES - PART I (Leases) Cont'd. - NOWATA COUNTY, DELAWARE

<u>Lessor</u>	<u>Recording Data</u>	<u>Description</u>	<u>W.L.</u>	<u>N.L.L.</u>
Fine Gustafson, Guardian of the Estate of Hazel Gustafson, an incompetent	Book 384, page 349			
Elna Gustafson, Administratrix of the Estate of John Randolph Gustafson, Dec.	Book 397, page 489			
C. A. Abercrombie, Executor and Trustee under the Will of John Gustafson, Dec.	Not Recorded			
Christus W. Kuhlmann, a Widower	Book 364, page 307	Section 24: SE4 NW4	100%	87.5000%
Thomas L. Rider, Individual-ly and as Guardian of Rosecoe C. Rider, Milton L. Rider, Cherokee A. Rider, Iva J. Rider, and Anna Rider, minors, and Ola French, Mary Rider, Phoebe Barbre, and Minta Brook	Book 32, page 551 Book 33, page 648 Book 38, page 70 Book 38, page 84	Section 24: W2 NE4	100%	87.5000%
Wirt Ross	Book 37, page 46 and re-recorded Book 88, page 237	TRUNGHIP 27 NORTH, RANGE 16 EAST Section 19: NE4 SW4	100%	87.5000%
Lewis A. Ross	Book 37, page 47	Section 19: SE4 SW4	100%	87.5000%

SCHEDULE

LELAHAW FLOOD COMPANY PROPERTIES - PART I-A (Leases, Delaware District Unit) - NOWATA COUNTY, OKLAHOMA

<u>Lessor</u>	<u>Recording Data</u>	<u>Description - All lands are in TOWNSHIP 27 NORTH, RANGE 15 EAST Unless Otherwise Indicated</u>	<u>H.L.</u>	<u>H.H.L.</u>
J. Wood Glass and Eva Payne Glass, his wife	Book 183, page 622	Section 24: NE4 NW4; N2 SW4 NW4; SW4 SW4 NW4	.	.
E. J. Tallman and Bertha L. Tallman, his wife	Book 143, page 122	TOWNSHIP 27 NORTH, RANGE 16 EAST Section 19: Lots 1 and 2 otherwise described as the N2 NW4, less right of way of K. & A. V. RR.	.	.
Daisy C. Jones	Book 142, page 629	Section 19: SW4 NW4; SW4 NE4 NW4	.	.
Rechel Collins	Not Recorded	Section 19: N2 NE4 NW4; SW4 NE4 NW4	.	.
H. A. Hunter and May Deen Hunter, his wife, and Douglas Blythe and Virginia Blythe, his wife	Book 364, page 383	Section 24: TOWNSHIP 27 NORTH, RANGE 15 EAST SW4 SW4 NE4	.	.

Delaware Flood Co. - W.I. - 25% - in the following described lands:
 (Delaware Flood Co. 1972 Program, Ltd.)
 NW4 (160) Section 19, Township 27 North, Range 16 East and
 E2 NE4 (80) Acres - Section 24, Township 24 North, Range 15 East
 Nowata County, Oklahoma

There is no Township 24 in Nowata County

DELAWARE FLOOD COMPANY PROPERTIES - PART II (See Delaware District Unit) - NOWATA COUNTY, OKLAHOMA

SCHEDULE

Description - All Lands are in Township 27 North, Range 15 East	W.I.	N.H.I.
Section 23: SW SW SW	100%	100%
Section 22: SW SW NW (Minerals Only)	100%	100%
Section 24: SW SW SW (Minerals Only)	100%	100%
Section 24: SW SW SW (Minerals Only)	100%	100%

FOOTNOTES

1. All of the above described lands and leases are subject to Communitization Agreement (Delaware District Unit) dated June 12, 1953, recorded in Book 361, page 371 of the Nowata County records.
2. "Net Interest of Assignor," as used in this Schedule, means Assignor's interest in the gross (8/8) production of oil, gas and other hydrocarbons from or attributable to the land described in connection therewith, after deducting all applicable royalties, overriding royalties and other interests in production burdening the interest of Assignor. The net interest in oil production from the Delaware District Unit attributable to Assignor is 88.64848.
3. As to Tract 51 (Archie McCoy nee Henge) above, by agreement dated August 18, 1953 recorded in Book 370, page 199 between Delaware Consolidated Oil Company and B. H. Dunbar, it was agreed that, in addition to royalties provided in the Communitization Agreement, there shall be allocated to this lease an additional 0.41617% of the consolidated 1/8th royalty in said unit, such additional royalty to be deducted from the consolidated royalty interests allocated to Delaware Consolidated Oil Company in said Communitization Agreement.

SCHEDULE

DELAWARE FLOOD COMPANY PROPERTIES - PART II-A (Lease, Outside Delaware District Unit) - NOWATA COUNTY, OKLAHOMA

<u>Lessor</u>	<u>Recording Data</u>	<u>Description</u>	<u>M.I.</u>	<u>U.I.L.</u>
Louis H. Harrington and wife, Johanna F. Harrington	Book 379, page 179	Section 19: Lot 3 (NW 1/4 SW 1/4) and the NW 10 Acres of Lot 4, (NW 1/4 SW 1/4 SW 1/4) Township 27 North, Range 16 East	1007	87.5000

FOOTNOTES

1. "Net Interest of Assignor," as used in this Schedule, means Assignor's interest in the Gross (G/R) production of oil, gas and other hydrocarbons from or attributable to the land described in connection therewith, after deducting all applicable royalties, overriding royalties and other interests in production burdening the interest of Assignor.

DELAWARE FLYING COMPANY PROPERTIES - PAIR III (Leases, Delaware Extension Unit) - NOWAWA COUNTY, OKLAHOMA

SCHEDULE

<u>LESSOR</u>	<u>Recording Date</u>	<u>Description - All lands are in TOWNSHIP 27 NORTH, RANGE 15 EAST Unless Otherwise Indicated</u>	<u>W.F.</u>	<u>H.U.F.</u>
Andy Downing Modified and extended by instruments recorded in Book 75, page 109; Book 135, page 574; and Book 137, page 124	Book 57, page 389	Section 12: N2 NW4 SW4; SW4 NW4 SW4; SW4 NW4 SW4; SW4 NW4 SW4; N2 SW4 SW4; N2 SW4 SW4	100%	See Foot note 2
K. J. Montgomery and Leona Montgomery, his wife	Book 323, page 233	Section 12: SW4 SW4 SW4	100%	"
Dorothea Oil Company	Book 66, page 160	Section 12: SW4 SW4 SW4	100%	"
Levi Keener	Book 9, page 203	TOWNSHIP 27 NORTH, RANGE 15 EAST Section 7: SW 9.27 Acres of Lot 3, and all of Lot 4, and the SW SW4	100%	"
W. S. Moore and James S. Todd	Book 61, page 152	TOWNSHIP 27 NORTH, RANGE 14 EAST Section 13: S2 NW4 NE4; SW4 NE4	100%	"
The Adams Oil and Gas Co.	Book 61, page 337	Section 12: S2 SW4 SW4, Section 13: N2 NW4 NE4; NE4 NE4	100%	"
W. S. Moore and James S. Todd	Book 61, page 265	TOWNSHIP 27 NORTH, RANGE 14 EAST Section 13: NE4 SW4	100%	"
W. T. Melton, Cora M. Melton, Clara E. Melton and Annie M. Melton	Book 62, page 565	TOWNSHIP 27 NORTH, RANGE 15 EAST Section 18: Lot 3 (being the NW4 SW4)	100%	"
W. T. Melton as Guardian of the Estate of Ethel F. Melton, Otto V. Melton and Louise B. Melton, minors	Book 62, page 562		100%	"
Annie Evans as Guardian of the Estate of Lawrence M. Gregory, a minor	Book 62, page 567		100%	"

DELAWARE PLAZOD COMPANY PROPERTIES - PART III (Leases, Delaware Extension Unit) - HOWARD COUNTY, OKLAHOMA

SCHEDULE

<u>Lessor</u>	<u>Recording Data</u>	<u>Description - All lands are in Township 27 North, Range 15 East Unless Otherwise Indicated</u>	<u>W.T.</u>	<u>N.H.L.</u>
B. G. Dowell, et ux	Book 196, page 269	Section 16: S2 SW4	100%	
Elmer Coon, Guardian of Estate of Hazel Rogers and Lavie T. Rogers, Jr.	Book 168, page 522	Section 17: NE4 SW4 SW4; NW4 SW4 SW4 *	100%	See foot note on page 5
Roscoe Williams, Guardian of Estate of George Rogers and David Rogers, a minor	Book 160, page 528		100%	"
D. H. Lovett	Book 168, page 42		100%	"
J. H. Haner	Book 168, page 44		100%	"
Fred S. Rowe	Book 38, page 626	Section 18: W2 NW4 NW4	100%	"
E. H. Hess and wife, Sarah I. Hess, and W. B. Tucker	Book 265, page 351		100%	"
W. R. Dawson, et ux	Book 38, page 507	Section 18: NW4 SW4; E2 NW4 SW4; NW4 NW4 SW4; SW4 SW4	100%	"
Harold Boyd and wife, Dorothy E. Boyd	Book 261, page 401	Section 18: SW4 NW4 SW4	100%	"
Susie Rogers	Book 9, page 310	Section 20: N2 NE4	100%	"
Arch Cochran, Guardian of Joseph L. Cochran	Book 33, page 230	Section 21: N2 NW4	100%	"
Arch Cochran, Guardian of Zell Cochran	Book 33, page 232	Section 21: S2 NW4	100%	"

DECLINING FLOOD COMPANY PROPERTIES - PART III (Leases, Delinquent Extension Unit) Cont'd. ... OKLAHOMA

SCHEDULE

<u>Lessor</u>	<u>Recording Data</u>	<u>Description - All lands are in Township 27 North, Range 15 East Unless Otherwise Indicated</u>	<u>W.L.</u>	<u>H.R.L.</u>
Richard Acorn	Not Recorded (Made on Restricted Departmental Form)	Section 17: ✓ N2 NE4 SW4; SW4 NE4 SW4	100%	See Footnote 2
George W. Boyles, Guardian of George Cochran, a minor	Book 37, page 29	Section 17: ✓ SW4 SW4; N2 SW4 SW4; SW4 SW4 SW4; E2 SW4 SW4; SW4 NE4 SW4	100%	
Phillips Petroleum Company and Keener Oil & Gas Company	Book 3, page 119	Section 17: ✓ SW4 SW4 SW4		
Leone Montgomery, Executrix of Estate of K. J. Montgomery, deceased	Book 304, page 580	✓ TOWNSHIP 27 NORTH, RANGE 14 EAST Section 13: E2 NW4	100%	
W. A. Hunter, et ux	Book 324, page 58	✓ Section 21: SW4 NE4 SW4	100%	
Charles E. Fort, Jr., et ux	Book 324, page 56		100%	
Rizabeth Tleskie	Book 47, page 121	✓ Section 20: NW4 NW4 NW4		
(Extension) J. H. Caldwell, Jr., et ux and John H. Poley, et ux	Book 186, page 137			
Katie Acorn	Book 37, page 119	Section 17: ✓ SW4 SW4 SW4	100%	
Gusie Rogers, James Rogers, Emma Johnson, nee Rogers, George Rogers, David Rogers by his Guardian Hoscoe Williams, Hazel Rogers, Levi T. Rogers by Elmer Coon, Guardian	Book 243, page 256	Section 17: ✓ W2 NW4 SW4; NE4 NW4 SW4	100%	
F. A. Calvert	Book 293, page 184	Section 17: ✓ SW4 NW4 SW4; W2 SW4 SW4; SW4 SW4 SW4	100%	

SCHEDULE

DELAWARE FLOOD COMPANY PROPERTIES - PART III (Leases, Delaware Extension Unit) Cont'd. - NOWATA COUNTY, DELAWARE

<u>Lessor</u>	<u>Recording Data</u>	<u>Description - All Lands are in TOWNSHIP 27 NORTH, RANGE 15 EAST Unless Otherwise Indicated</u>	<u>W.L.</u>	<u>U.L.</u>
Irene L. Sams and D. H. Lovett	Book 291, page 456			
James M. Anthia, et ux	Book 319, page 18	Section 18: E2 SW4 SE4	100%	See Part note 2.
Peggie Sanders, a single woman	Book 60, page 248	Section 18: E2 SW4 SW4; W2 SW4 SE4	100%	"
A. F. Hennigh and Will A. Crockett	Book 56, page 387	Section 18: Lot 4 (SW4 SW4)	100%	"
W. B. Tucker and wife, May L. Tucker and E. H. Hess and wife, Sarah I. Hess	Book 173, page 641	Section 18: NE4 SW4; W2 SE4 SW4	100%	"
A. F. Hennigh and wife, Mary M. Hennigh, and Will A. Crockett and wife, Tilda Crockett	Book 75, page 313	Section 18: NE4 NW4; N2 SE4 NW4 SE4 SE4 NW4	100%	"
A. F. Hennigh & Will A. Crockett	Book 56, page 387	Section 18: SW4 SE4 NW4	100%	"
C. O. Ross, et ux, W. B. Tucker, et ux, Carrie P. McClain, H. G. Cheney, et ux, and C. C. Harmon, et ux	Book 38, page 305	TOWNSHIP 27 NORTH, RANGE 14 EAST Section 13: SE4 NE4 TOWNSHIP 27 NORTH, RANGE 15 EAST Section 18: Lot 2 (SW4 NW4)	100%	"
James M. Rogers	Book 97, page 574	Section 20: N2 SE4 NW4; SE4 SE4 NW4; SE4 NE4	100%	"
Levi T. Rogers, Guardian of George Rogers	Book 37, page 61	Section 20: SW4 NW4; SE4 NW4 NW4; NE4 NW4 NW4	100%	"

SCHEDULE

DELAWARE FLOOD COMPANY PROPERTIES - PART III (Lanes, Delaware Extension Unit) Cont'd. - NOWAYA COUNTY, OKLAHOMA

<u>Lessor</u>	<u>Recording Data</u>	<u>Description - All Lands are in TOWNSHIP 27 NORTH, RANGE 15 EAST Unless Otherwise Indicated</u>	<u>W.L.</u>	<u>R.L.C.</u>
Levi T. Rogers, Guardian of Dena Rogers, a minor	Book 37, page 60	Section 20: NE4 NW4; SW4 NE4	1002	See page note c
William Mullen, Guardian of Jesse Mullen, a minor	Book 38, page 566	Section 21:1 W2 NW4 SW4; E2 NW4 SW4 W2 NE4 SW4; NE4 NE4 SW4	1003	"
Phillips Petroleum Co. et al	Book 377, page 287	Section 20: N2 NE4 SW4	1003	"
Dan Brown, Guardian of Dunk Brown, a minor	Book 38, page 447	Section 17: SE4 NW4; S2 SW4 NW4	1003	"
H. F. Sinclair and Elizabeth P. Sinclair, his wife, John A. Bell, Jr., and Nellie Vait Bell, his wife		Section 17: S2 NE4	1003	"
Phillips Petroleum Co. et al	Book 377, page 287	Section 17: N2 SE4	1003	"
Phillips Petroleum Co. et al	Book 377, page 287	Section 18: NE4	1003	"
Phillips Petroleum Co. et al	Book 377, page 287	Section 17: N2 NW4; N2 SW4 NW4; N2 NE4	1003	"
Phillips Petroleum Co. et al	Book 377, page 287	Section 18: E. 20 Acres of Lot 1	1003	"
Phillips Petroleum Co. et al	Book 377, page 287	TOWNSHIP 27 NORTH, RANGE 14 EAST Section 12: SE4 SW4 SE4	1003	"
Phillips Petroleum Co. et al	Book 377, page 287	TOWNSHIP 27 NORTH, RANGE 15 EAST Section 19: N2 NE4	1003	"

SCHEDULE

DELAWARE FLYING COMPANY PROPERTIES - PART II (Leases, Delaware Extension Unit) Cont'd - HOWARD COUNTY, DELAWARE

FOOTNOTES

1. All of the above leases and lands are subject to Unit Operating Agreement (Delaware Extension) dated July 7, 1948, as amended July 8, 1948 and March 6, 1953. Certain of the leases and lands described above are subject to Communization Agreement dated September 2, 1948, recorded in Book 369, page 549 (West Consolidated Tract); certain of the leases and lands described above are subject to Communization Agreement dated September 2, 1948, recorded in Book 326, page 199 (Central Consolidated Tract); and certain of the leases and lands described above are subject to Communization Agreement dated September 2, 1948, recorded in Book 325, page 239 (East Consolidated Tract).
2. "Net Interest of Assignor," as used in this Schedule, means Assignor's interest in the gross (8/8) production of oil, gas and other hydrocarbons from or attributable to the land described in connection therewith, after deducting all applicable royalties, overriding royalties and other interests in production burdening the interest of Assignor. The net interest of Assignor in oil production from the West Consolidated Tract is 86.13615%, from the Central Consolidated Tract is 89.83649%, and from the East Consolidated Tract is 89.56493%.

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

FILED

JUL 21 1987

PAUL WILLIAM HAMILTON III,)
a/k/a TREY HAMILTON,)
)
Plaintiff,)
)
v.)
)
NATIONAL VENDING SYSTEMS,)
INC., a Nebraska corpora-)
tion; SULLIVAN-BURNETT)
CORPORATION, a dissolved)
Nebraska corporation; and)
TAD BURNETT,)
)
Defendants.)

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

No. 86-C-596-B

FINDINGS OF FACT
AND
CONCLUSIONS OF LAW

This matter comes before the Court on Plaintiff's motion for default judgment against the Defendants and for the award of attorney's fees. Defendants have failed to respond. Having reviewed the applicable record following a hearing, the Court makes the following Findings of Fact and Conclusions of Law.

FINDINGS OF FACT

1. Paul William Hamilton III is a citizen of Oklahoma. Defendant National Vending Systems, Inc., is a Nebraska corporation having its principal place of business in a state other than Oklahoma. Defendant Sullivan-Burnett Corporation was a Nebraska corporation until being dissolved on April 16, 1986. Defendant Tad Burnett is a Nebraska citizen.

2. On June 20, 1986, Plaintiff brought suit to recover \$1,990 he paid on a contract for the purchase of vending

machines. Defendants have failed to deliver said vending machines since receiving full payment from the Plaintiff. Plaintiff also demands judgment against the Defendants for the sum of \$20,000 in punitive damages pursuant to 23 Okl.St. Ann. §9. Plaintiff seeks attorney's fees pursuant to 12 Okl.St. Ann. §936.

3. Tad Burnett, as agent for Sullivan-Burnett Corporation, induced Plaintiff to enter into said contract by promising delivery of said machines within four to six weeks, and did so knowing that no machines were available for delivery, and without any intent to perform said promise.

4. After filing the Complaint on June 20, 1986, National Vending Systems, Inc., and Tad Burnett were personally served. Defendants have failed to respond within the 20-day time limit required under Fed.R.Civ.P. 12a. Thus, Plaintiff's application for default judgment was granted by the United States District Court Clerk on February 19, 1987.

CONCLUSIONS OF LAW

1. Jurisdiction of this Court is properly invoked under 28 U.S.C. §1332.

2. Any Finding of Fact properly characterized as a Conclusion of Law is incorporated herein.

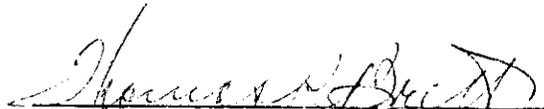
3. Because Defendants have failed to answer Plaintiff's Complaint within the 20-day time limit, as required by Fed.R.Civ.P. 12a, default judgment was properly entered. Thus, Plaintiff is entitled to recover \$1,990 in actual damages in accordance with the default judgment.

4. Upon hearing Plaintiff's evidence on its second cause of action in fraud, the Court concludes it proper to award Plaintiff \$20,000 in punitive damages in accordance with the default judgment. The law of Oklahoma allows an additional award of punitive damages in cases where the Defendant has been guilty of oppression, fraud or malice, actual or presumed. Edgar v. Fred Jones Lincoln-Mercury, 524 F.2d 162 (10th Cir. 1975).

5. The evidence offered in support of the hours expended and the hourly rates justify the award of the requested \$2,600 for attorney's fees. Ramos v. Lamm, 713 F.2d 546 (10th Cir. 1983).

A Judgment in keeping with these Findings of Fact and Conclusions of Law herein is entered contemporaneous herewith.

IT IS SO ORDERED, this 31st day of July, 1987.



THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

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

FILED

JUL 21 1987

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

PAUL WILLIAM HAMILTON III,
a/k/a TREY HAMILTON,

Plaintiff,

v.

No. 86-C-596-B

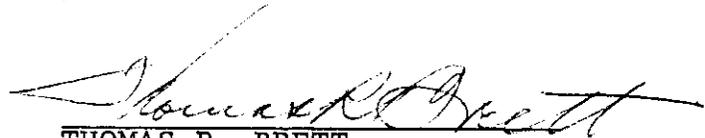
NATIONAL VENDING SYSTEMS, INC.,
a Nebraska corporation; SULLIVAN
BURNETT CORPORATION, a dissolved
Nebraska corporation; and TAD
BURNETT,

Defendant.

J U D G M E N T

In keeping with the Findings of Fact and Conclusions of Law entered this date, Judgment is hereby entered in favor Plaintiff, Paul William Hamilton, in the amount of Twenty-Four Thousand Five Hundred and Ninety Dollars (\$24,590), against the Defendants National Vending Systems, Sullivan Burnett Corporation, and Tad Burnett. Plaintiff is also entitled to the costs of this action.

DATED this 21st day of July. 1987.



THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

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

FILED

JUL 21 1987

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

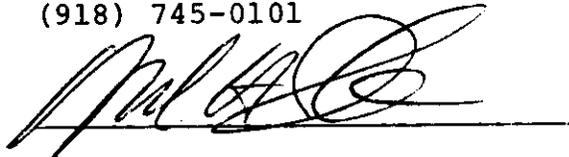
ALBERT BIGPOND and)	
DOROTHY DEAN BIGPOND,)	
)	
Plaintiffs,)	
)	
vs.)	
)	
FIBREBOARD CORPORATION,)	
et al.,)	
)	
Defendants.)	No. 87-C-123-E

JOINT STIPULATION OF DISMISSAL
WITH PREJUDICE OF
DEFENDANT COMBUSTION ENGINEERING, INC.

Come now the plaintiffs, Albert Bigpond and Dorothy Dean Bigpond, and defendant Combustion Engineering, Inc., and the parties having compromised all issues herein, stipulate and agree that plaintiffs' cause be and the same is hereby dismissed with prejudice against defendant Combustion Engineering, Inc., and plaintiffs specifically reserving all their claims against all remaining defendants.

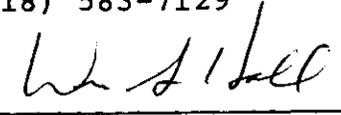
DONE and DATED this 17th day of July, 1987.

MARK H. IOLA
UNGERMAN, CONNER & LITTLE
P. O. Box 2099
Tulsa, OK 74101
(918) 745-0101



ATTORNEYS FOR PLAINTIFFS

WM. S. HALL
FELDMAN, HALL, FRANDEN, WOODARD & FARRIS
Park Centre - Suite 1400
525 South Main
Tulsa, OK 74103-4409
(918) 583-7129



ATTORNEYS FOR DEFENDANT
COMBUSTION ENGINEERING, INC.

CERTIFICATE OF MAILING

This is to certify that on the 21 day of July, 1987, true and correct copies of the foregoing document were mailed, postage prepaid, to all counsel of record herein.

Wm. S. Hall

Wm. S. Hall