

AMENDED ORDER CONFIRMING SALE.

NOW on this the 11th day of August, 1922, came on for hearing the application of the guardian herein for correction of the order of the court confirming the sale made on the 17th day of July, 1922 and praying for an amended order of confirmation, and it appearing to the Court that proper legal notice has been given of this hearing, and that all parties are now before the Court, the Court finds that the relief prayed for should be granted.

The Court further finds from the evidence that one of the conditions of the sale made by the guardian under the direction of this court, which was fully understood by all parties as well as by the Court, was that the interest of the minors in said property described and sold was sold for the total sum of \$19,000.00 and that \$12,990 was to be paid in cash and that the balance of the purchase price was to be paid in deferred payments, and secured by a second mortgage upon the property sold, which said second mortgage in favor of said minors herein, to-wit: \$6010.00 should be second and inferior to the mortgage to be executed in favor of Farm and Home Savings & Loan Association in the sum of \$15,000.00

That said former order of the Court confirming said sale made on the 17th day of July, 1922, recites that the balance due of the purchase price should be secured by a second mortgage on said described property, but does not designate sufficiently the first mortgage lien, and leaves the matter in some doubt as to the amount of the first mortgage lien and otherwise indefinite as to the identification thereof.

The Court further finds that due notice was given before said sale of said land, and the notices of sale were duly published in the City of Tulsa, Tulsa County, Oklahoma, for three consecutive weeks before date of sale specified in said notice; and further that said notice of sale, as required by law and the order of the Court, was posted. The Court further finds that the order of the Court; that said purchaser was the highest bidder therefor, and that said sale was legally made and fairly conducted..

The Court further finds that said sum for which said property was sold is not disproportionate to the value of the property sold, and that a sum exceeding such bid at least ten per cent exclusive of the expense of a new sale, could not be obtained, and that the said guardian in all things proceeded, conducted and managed said sale as required by the statute in such cases made and provided and as required and directed by the order of the Court made.

It is Therefore, considered, ordered, and adjudged by the Court that said former order of confirmation made on the 17th day of July, 1922, be and the same is hereby modified, and corrected to the extent that it is adjudged and decreed that the balance of the purchase price, to-wit: \$6010.00 be evidenced by promissory note secured by a mortgage upon said premises sold, which said mortgage shall be inferior to and second to a first mortgage lien in favor of Farm & Home Savings Loan Association, in the full sum of \$15,000.00

It is further considered, ordered and adjudged by the Court that the said sale be and the same is hereby in all things confirmed and approved and declared valid, and that the deed so executed by the guardian heretofore under the former order and judgment of the Court be and the same is hereby confirmed and ratified.

Z. I. J. Holt,

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County Judge.