

230539 C.M.J. ~~CONFIDENTIAL~~ SHERIFF'S DEED ON FORECLOSURE OF MORTGAGE.
KNOW ALL MEN BY THESE PRESENTS.

INTERNAL REVENUE
2.50
Cancelled

That, Whereas, on the 23rd day of September, 1922, in the district court in and for Tulsa County, State of Oklahoma, at the June term of said court, in a certain action therein pending, wherein R. A. Stephens and Security National Bank were plaintiffs and A. F. Clarke and Nell Clarke, his wife, were defendants, the said plaintiffs by the consideration of the court, recovered a judgment against the said defendants for foreclosure of a mortgage upon the following described property,

Lot Eight (8), Block Twelve (12) Orcutt Addition to the city of Tulsa, Tulsa County, State of Oklahoma, as shown by the recorded plat thereof,

to satisfy the sum of \$1910.66, with interest thereon at the rate of 8 per cent per annum from the 23rd day of September, 1922 until paid, also costs in said action expended, amounting to \$86.45 and an attorney's fee of \$200.00 as specified in said mortgage; and afterwards, on the 29th day of March, 1923, an execution and order of sale of that date was issued out of said court by the clerk thereof, upon and in pursuance of said judgment, directed to the sheriff of said County of Tulsa, State of Oklahoma, commanding him to cause the said lands and tenements of said defendants described in said judgment, to-wit:

Lot Eight (8) Block Twelve (12), Orcutt Addition to the city of Tulsa,

Tulsa County, State of Oklahoma, as shown by the recorded plat thereof,

to be sold according to law, without appraisalment, six months after the rendition of said judgment, and commanding said sheriff to make return of said order of sale with his certificate thereon, showing the manner in which said sheriff had executed the same, within sixty days from the date thereof; and,

Whereas, said order of sale was duly delivered to and received by said sheriff, on the 26th day of March 1923, and said sheriff by virtue thereof thereupon advertised said property for sale by giving due and legal notice of the time and place of sale, and the property to be sold, by advertising the same in the Tulsa Daily Legal News, a newspaper of general circulation, printed and published in said County of Tulsa, once a week for at least thirty (30) days prior to the day of sale, which was the 28th day of April, 1923; and by posting an advertisement of said sale at the court house door, and at five (5) other public places in the county, two of which were in the township where said property is situated.

And, whereas, on the 28th day of April, 1923, pursuant to said notice of sale, the sheriff did offer the said property for sale at public auction at the west front door of the court house in the city of Tulsa, in said county of Tulsa, at the hour of Two (2) o'clock *the party of the second part, for \$2300.00 the said W. R. Holway* P.M., at which sale the said property was sold and struck off to the said W. R. Holway/being the highest bidder, and that being the highest sum bidden, and the whole price paid for same said sale and purchase made subject to a first mortgage in the sum of \$2250.00 accrued interest in sum of \$142.91 and penalty in sum of \$25.00 total \$2417.91.

And, whereas, the said sheriff having made return of said execution into said court on the 3rd day of May, 1923, with his proceedings thereunder duly certified, and endorsed thereon, and the said court having carefully examined said proceedings, and being satisfied with the said sale had in all respects been made in conformity with the provisions of law, did on the 7th day of May, 1923, direct that the sheriff make and execute to said purchaser, W. R. Halway, party of the second part, a good and sufficient deed to said premises so sold; Now, therefore, the sheriff of Tulsa county aforesaid, party of the first part, by virtue of said writ and order, and in pursuance of the statutes in such case made and provided, for and in consideration of the said sum above mentioned, to him in hand paid by W. R. Holway party of the second part, the receipt of which is hereby acknowledged, hath granted, bargained