

dollars and eighty cents (\$1,348.80) and attorneys fee of one hundred forty four dollars and eighty cents (\$144.80) and his costs expended in said action, the said judgement to bear interest at the rate of eight (8) per cent per annum until paid, and that said judgement declared the same to be a valid lien on the real estate and premises hereinafter described, and that in the event the said defendants should fail for six (6) months from the 15th day of July, 1922, to pay said plaintiff the sum of one thousand three hundred forty eight dollars and eighty cents (\$1,348.80) with interest thereon, attorneys fees and costs and for any reason the premises should not be sold under the mortgage hereinafter described, then the plaintiff might have said property sold under this mortgage according to law and without appraisalment and the proceeds applied in the payment of the entire judgements rendered in his favor in this cause.

And whereas, on the 15th day of July, 1922, in said action a further judgement was rendered in favor of the defendant, C. M. Gibe and against the defendants, Fred B. McNesl S. B. Peck, and William A. Weir, for the sum of five hundred fourteen dollars (\$514.11) and eleven cents, together with interest thereon at the rate of eight (8) per cent per annum until paid, and that said judgement declared the same to be a valid lien upon the real estate hereinafter described and said judgement declared said lien to be a first and prior lien upon said real estate.

And whereas, on the 23rd day of January, 1924, the same being more than six (6) months after the date of said judgement, said judgement being wholly unpaid, and the plaintiff having filed this written praecipe therefor, there was issued by said Clerk a special execution and order of sale on said judgement directed to the undersigned sheriff commanding him to proceed according to the law to advertise and sell, without appraisalment, the hereinafter described real estate and premises and apply the proceeds as directed by said judgement:

And whereas, said special execution and order of sale having come into the hands of the undersigned sheriff on the 23rd day of January, 1924, to be executed, he accordingly advertised said time, place of sale and property to be sold by notice in the Tulsa Daily Legal News, a newspaper printed, published and of general circulation in said county, wherein the said real estate and premises are situate, in each issue thereof for at least thirty (30) days prior to the date of sale, stating that he would on the 28th day of February 1924, at the hour of two o'clock P.M., and at the West front door of the Court House in the city of Tulsa, in said County and State, offer for sale to the highest and best bidder for cash in hand, and sell, without appraisalment, said real estate and premises;

And whereas, pursuant to said judgement, special execution, order of sale, and notice, the undersigned sheriff offered said real estate and premises for sale at public auction to the highest and best bidder for cash in hand and so sold the same without appraisalment to C. H. Overton as he being the highest and best bidder therefor, and for the price of five thousand (\$5,000.00) dollars, which the highest and best <sup>sum</sup> bid.

And whereas, the undersigned sheriff, afterwards on the 13th day of March returned into Court said special execution and order of sale with a certificate and return thereon showing the manner in which the same had been executed and performed.

And whereas, on the 13th day of March, 1924, the said Court having carefully examined said special execution, order of sale and the certificate and return of the undersigned sheriff, and having otherwise carefully examined the proceedings of the undersigned sheriff and being satisfied that said sale had been made in all respects in conformity to law and the statutes in such case made and provided, and that the mortgage and judgement