

449, page 425, Brady Brown, Deputy,

(SEAL) O.G. Waaver, County Clerk.

259820 - BH

IN THE DISTRICT COURT OF TULSA COUNTY, OKLAHOMA.

Charles Evans

Plaintiff

-vs-

Ella U. Tilley, J.A. Tilley

American National Bank, and
the Exchange National Bank
Defendants

#19782.

COMPARED

JOURNAL ENTRY.

This matter coming on to be heard before me Albert C. Hunt, Judge of the above named court, in its regular order and upon a regular judicial day of the present term of said court and the plaintiff appearing in person and by his attorney F.C. Saunders, and the defendants Ella U. Tilley, J. A. Tilley and American National Bank, appeared not but wholly making default and the Exchange National Bank, appearing in person and by their attorney's Murray, Bush and Thompson, and the witnesses appearing and sworn in open court, and the evidence heard and the Court being fully advised in the premises finds:

That the said Charles Evans is the owner of both the legal and equitable title and ownership of lots eleven (11) and twelve (12) in block eleven (11) West Tulsa, Oklahoma, now a part of the City of Tulsa, Oklahoma and that he came into possession and ownership thereof by virtue of a certain tax deed issued to the said Charles Evans by the duly elected and qualified County Treasurer of said County of Tulsa, State of Oklahoma. The Court further finds that the said tax deed herein mentioned was regularly and properly issued according to the law of the State of Oklahoma, and that before the issuance of said deed from the County Treasurer to Charles Evans, and before the expiration of two years time allowed by the statute of the State of Oklahoma within which said property might be redeemed, due and proper notice was served upon all proper parties sixty (60) days before the expiration of the two year period and before the issuance of said tax deed to Charles Evans. The Court further finds that the plaintiff herein is the holder of the fee simple title to the said property herein mentioned, and that his right, title and ownership, both legal and equitable, in said property should be quieted against any and all claims of whatsoever nature now held or claimed by the defendants herein; and the court further finds that the said defendants, Exchange National Bank, is the holder and owner of a promissory note in the sum of \$1260.00 made on the 31st day of December, 1918, by J. A. Tilley and Ella U. Tilley, defendants in this suit, and due March 1, 1919. That default has been made upon said note; that the said is now due and that in addition to the sum of \$1260.00 as the principal due, interest at the rate of 10% per annum from March 1st, 1919, until paid, and the further sum of \$126.00 as provided in said note as attorneys fee.

It is therefore ordered, adjudged and decreed that the said defendant, Exchange National Bank, have and recover under their cross petition in this case judgment for the sum of \$1260.00 with interest at the rate of 10% per annum from March 1, 1919 until paid and the further sum of \$126.00 as attorneys fees against the said defendants, J. A. Tilley and Ella U. Tilley, and

It is further ordered, adjudged and decreed by the court that the title, both