

seventy-one (\$451.71) cents, and interest thereon at the rate of eight (8%) per cent, per annum from the 13th day of February, 1923, until paid, and attorney's fee of one hundred fifty (\$150.00) dollars; and the further sum of Six Hundred ninety-four dollars and sixty (\$694.60) cents, due the Southwestern Mortgage Company with interest thereon at the rate of eight per cent, per annum until paid, from the date of said judgment, and an attorney's fee of One hundred fifty (\$150.00) dollars, as specified in the mortgage foreclosed in said suit; and afterwards on the 25th day of September, 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 the said defendants, above described in said judgment to be sold according to law without appraisalment, said order issuing more than 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 (60) days from the date thereof, and,

COMPARED

WHEREAS, said order of sale was duly delivered to and received by said sheriff on the 25th day of September, 1923, directing him to seize and sell said property without appraisalment, and,

WHEREAS, said sheriff 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 days prior to the day of sale, which was the 29th day of October, 1923; and by posting an advertisement of said sale at the Court House door, and at five other public places in the county, two of which were in the township where said property is situated, and,

WHEREAS, on the 29th day of October, 1923, pursuant to said notice of sale the sheriff did offer the said property for sale at public auction at the front door of the Court House in the City of Tulsa, in said County of Tulsa, at the hour of two o'clock P.M., at which sale the said property was sold and struck off to the said C.W. Benedict, party of the second part, for two thousand (\$2,000) dollars, the said C.W. Benedict being the highest bidder and that being the highest sum bid and the whole price paid for same, and a fair price for said property, and,

WHEREAS, the said sheriff having made return of said execution into said court on the 29th day of October, 1923, with his proceedings thereunder duly certified and indorsed thereon, and the said court having carefully examined said proceedings, and being satisfied that the said sale had in all respects been made in conformity with the provisions of law, did, on the 27th day of November, 1923, direct that the sheriff make and execute to said purchaser, C.W. Benedict, 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 C.W. Benedict, party of the second part, the receipt of which is hereby acknowledged, hath granted, bargained and sold, conveyed and confirmed, and by these presents doth grant, bargain, sell, convey, and confirm unto the said party of the second part, his heirs and assigns, all the estate, right, title and interest which the said judgment debtor, the said T.M. Curnutt, Ida Curnutt, T.M. Hollyman, N. A. Higdon, Southwestern Mortgage Company, R. C. Stevenson, W. E. Van Vooris, Louis Meier, and H.I. Allison, had