

interest thereon at the rate of ten per cent per annum since October 20th, 1921, attorney's fee in the sum of five hundred (\$500.00) dollars, and its costs herein laid out and expended.

And whereas, on said day, on said court, and in said cause, it was the further judgment of the Court that the cross-petition of the defendant, M. E. Rogers, be dismissed as having been previously adjudicated in this Court, wherein this Court cancelled and held for naught the note and mortgage set up and sued upon by said defendant and cross petitioner, M. E. Rogers.

COMPARED

And, whereas, on said day, in said Court, and in said cause, it was further considered, ordered and adjudged by said Court, that the said judgment of defendant and cross-petitioner, P. A. Linn, be declared and same to be a first and valid lien on the real estate and premises hereinafter described, and it was further considered, ordered and adjudged by said court, that the said judgment of the Bixby State Bank, a corporation, be declared and same to be a valid lien on the real estate and property hereinafter described subject only to the lien of the defendant and cross-petitioner, P. A. Linn.

And, whereas, it was further considered, ordered and adjudged that in the event the said defendant, M. E. Hickey, and Nellie F. Hickey and each of them, should fail, for six months from said 17th day of April, 1923, to pay cross-petitioner the sum of Five Thousand (\$5000.00) dollars, with interest thereon, attorney's fees and costs, aforesaid, and to pay the plaintiff Bixby State Bank, a corporation, the sum of five thousand (\$5000.00) dollars, with interest thereon, attorney's fee, and costs expended in said action, as aforesaid, a special execution and order of sale issue from the clerk of said Court to the Sheriff of said County, upon praecipe filed, commanding him to advertise and sell, without appraisement, in the same manner as sales of real estate taken under execution said real estate and premises, prescribing the manner of disposition of the proceeds arising therefrom and forever barring and foreclosing the said defendants and all persons claiming under them since the commencement of the aforesaid action of and from all lien upon, right, title, interest, estate or equity, of, in or to said real estate and premises, and decreeing that the purchaser at such sale take the same free, clear and discharged of and from all lien upon, right, title, interest, estate or equity of said defendants and all persons claiming under them since the commencement of the aforesaid action.

And, whereas, on the 20th day of October, 1923, the same being more than six months after the date of said judgment, said judgment being wholly unpaid, and the plaintiff having filed his written praecipe therefor, there was issued by said clerk a special execution and order of sale of said judgment, directed to the undersigned sheriff, commanding him to proceed according to law to advertise, without appraisement, the hereinafter described real estate and premises and apply the proceeds as directed by said judgment.

And whereas, said special execution and order of sale having come into the hands of the undersigned sheriff on the 20th day of October, 1923, to be executed, he accordingly advertised said real estate and premises for sale by giving due and legal notice of the 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 situated, in each issue thereof for at least 30 days prior to the date of sale, stating that he would, on the 23rd day of November, 1923, at the hour of two (2) o'clock P.M. and at the west front door of the Court House in Tulsa, in said County and State, offer for sale to the highest and best bidder for cash in hand, and sell without appraisement, said real estate and premises;

And whereas, on the said 23rd day of November, 1923, pursuant to said judgment,