

255984 C.J.

SHERIFF'S DEED.

COMPARED

THIS INDENTURE, Made this 17th day of April, 1924, by and between R. D. Sanford, the duly elected, qualified and acting Sheriff of Tulsa County, State of Oklahoma, as first party and J. M. Gillette, of Tulsa, Oklahoma, as second party,

WITNESSETH:

INTERNAL REVENUE

\$13.50

Cancelled

487 That whereas on the 31st day of January, 1924, in and action then pending in the District Court of Tulsa County, Oklahoma, in cause No. 25294 in said court, judgment was rendered in favor of James K. Gardner, the plaintiff in said action, against the defendants, C. A. Kirkpatrick and Anna Kirkpatrick, in the sum of Nine-thousand-three-hundred-two dollars and five cents (\$9302.05), with interest at the rate of ten per cent per annum from January 31 1924, until paid; and the further sum of Thirteen-hundred Dollars (\$1300.00) as attorney's fees for plaintiff's attorneys, and the costs of said action. And it was further decreed that the plaintiff, by virtue of his mortgage sought to be foreclosed in said action, had a first lien upon the premises described as Lots Eight (8), Nine (9), and Ten (10) in Block Ten (10) of Park Hill Addition to the City of Tulsa, Tulsa County, Oklahoma, and that the same be foreclosed according to law; and the defendant and cross petitioner, E. L. LaCour was decreed to have a second lien upon said property for the payment of the sum of One-thousand dollars, (\$1000.00), with interest from July 23, 1921 at the rate of eight per cent per annum, and the further sum of Ten dollars and ten per cent of said sum of \$1000.00 and interest, as attorney's fees for his attorney; and the defendant Higrade Mill & Lumber Company, was decreed to have a third lien upon the said property above described, in the sum of \$5241.38, with interest at the rate of eight per cent per annum from March 1, 1923, and an attorney's fee of \$604.13 for its attorney; and the defendant and cross petitioner L. P. Stenzel was decreed to have a fourth lien upon the undivided one-half interest of C. A. Kirkpatrick in said property, in the sum of \$115.85 with interest at the rate of six per cent per annum from April 26, 1921; and the defendant Bailey E. Bell was decreed to have a fifth lien upon the undivided one-half interest of the defendant, C. A. Kirkpatrick in said property for the sum of \$135.00 with interest at the rate of six per cent per annum from January 4, 1922; and the defendant, Grace Gibson was decreed to have a sixth lien upon the undivided one-half interest of the defendant, C. A. Kirkpatrick, in said property, for the sum of \$5000.00 with interest at the rate of six per cent per annum from May 26, 1922; and the defendant, L. E. Kimberlin was decreed to have a seventh lien upon the undivided one-half interest of the defendant, C. A. Kirkpatrick, in the said property, for the sum of \$75.89 with interest at the rate of six per cent per annum from December 27, 1922, and \$50.00 attorney's fees for his attorney; and a fourth lien upon the undivided one-half interest of the defendant, Anna Kirkpatrick in said property, for said sum; and the defendant and cross petitioner Kraton Oil Company was decreed to have an eighth lien upon the undivided one-half interest of the defendant, C. A. Kirkpatrick, in the above described property, for the sum of \$46.80 with interest at the rate of six per cent per annum from August 16, 1922, and \$50.00 as attorney's fees for its attorney; and the defendant and cross petitioner, F. B. Dashon was decreed to have a ninth lien upon the undivided one-half interest of the defendant, C. A. Kirkpatrick, in the above described property, for the sum of \$287.40 with interest at the rate of six per cent per annum from March 1, 1921, and an attorney's fee in the sum of \$38.74 for his attorney; and the defendant Pyeatt Earns Company was decreed to have a tenth lien upon the undivided one-half interest of the defendant, C. A. Kirkpatrick in and to the above described property in the sum of \$250.00 with interest from May 21, 1923 at the rate of six per cent per annum, and \$192.00 as attorney's fees for its attorney.