

GRAYSON W. HINCKLEY & CO., a
Co-partnership, First Party,
and
GRAYSON W. HINCKLEY, individually,
and HELEN S. HINCKLEY, his wife,
Second Parties

BILL OF SALE AND ASSIGNMENT

TO

DEAN WITTER,
Third party.


DATED _____ 1936.

BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE, made this 28th day of April, 1936, by and between GRAYSON W. HINCKLEY & CO., a Co-Partnership, by and through GRAYSON W. HINCKLEY, its General Partner, in the exercise of the power and authority vested in him under the Articles of Co-Partnership and Certificate of Co-partnership, of the County of Eureka, State of Nevada, party of the first part, and GRAYSON W. HINCKLEY, individually, and HELEN S. HINCKLEY, his wife, of the same place, parties of the second part, and DEAN WITTER, of the City and County of San Francisco, State of California, party of the third part,

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00), current lawful money of the United States of America, and other good and valuable consideration, by the third party to the first party and to the second parties in hand paid, the receipt whereof is hereby acknowledged by said first and second parties, the said party of the first part does by these presents sell, assign, transfer, set over and deliver unto the said party of the third part, his heirs and assigns forever, all that certain personal property, etc., hereinafter particularly described, and the said GRAYSON W. HINCKLEY, one of the said second parties, and the said HELEN S. HINCKLEY, his wife, do by these presents sell, assign, transfer, set over and deliver unto the said party of the third part, his heirs and assigns forever, all of the right, title and interest of the party of the first part, and all of the right, title and interest of the said GRAYSON W. HINCKLEY and HELEN S. HINCKLEY, his wife, individually, in and to the said personal property, etc., hereinafter described, to-wit:

All cattle, horses, mules and other livestock and fowls of whatsoever kind or nature owned by the said first or second parties or any or either of them, now situate on or in the neighborhood of what is known as the Horseshoe Ranch in Eureka County, Nevada, or on the range adjacent thereto, or in the neighborhood thereof; most of the said horses and cattle being branded Horseshoe Dash thus (), but whether or not so branded.

The right to the use of said brand or iron and the earmarks used in connection therewith, with the full right, power and authority of having the same transferred into the name of the second party in all proper places of record, including the records of the State Board of Stock Commissioners of the State of Nevada;

All range rights, stockwatering rights and public domain rights of whatsoever kind or nature now or heretofore used in connection with the operation of the said Horseshoe Ranch or the livestock run and operated in connection therewith.

All ranch machinery, equipment, tools and implements now or heretofore used in connection with the operation of said property, most of which is now situate thereon, but whether or not the same is situate thereon or elsewhere in the neighborhood thereof.

All improvements situate upon said real property which may be in the nature of personal property--it being understood that all improvements comprising real property have by conveyance of even date herewith been conveyed by deed from the said first and second parties to the said third party.

All stocks of hay, grain, materials, supplies, furniture, furnishings, fittings, household furniture, kitchen utensils, cutlery, small tools, harness, saddles, bridles and any and all personal property of whatsoever kind or nature situate in or upon the said real property or any part hereof, or within any part of the improvements situate thereon; it being understood that the second party and his wife have heretofore, by agreement with the said third party, reserved, to themselves and heretofore removed from said premises, certain horses and other personal property, and that all of the other personal property of whatsoever kind or nature now situate thereon, or used or enjoyed in connection therewith, though not situate thereon, is embraced within the terms of this sale and conveyance.

All bills, accounts and notes receivable and all causes of action and choses in action accrued or accruing to the said partnership or to the said second party as a member thereof, or which may hereafter accrue to the said partnership or to the second party as a member thereof by reason of any of the contracts or operations of said partnership to the date hereof.

All personal property and interests in personal property, rights and causes of action and choses in action not hereinabove particularly enumerated--the foregoing items being intended to be descriptive but not inclusive.

TO HAVE AND TO HOLD the said property unto the said party of the third part, his heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the said first party has caused this bill of sale and assignment to be executed in its co-partnership name by GRAYSON W. HINCKLEY, its general partner hereunto duly authorized, and the said second parties have hereunto set their respective hands all as of the day and year first hereinabove written.

GRAYSON W. HINCKLEY & CO.

By Grayson W. Hinckley
Grayson W. Hinckley, General Partner
Grayson W. Hinckley
Grayson W. Hinckley, an individual
Helen S. Hinckley
Helen S. Hinckley, an individual

I hereby consent to, ratify and approve the foregoing conveyance and assignment.

Dean Witter
Dean Witter, Limited Partner.

STATE OF California }
 City and COUNTY OF San Francisco. } SS.

On this 28 day of April, 1936, personally appeared before me, a Notary Public in and for said County and State, GRAYSON W. HINCKLEY, individually and as General Partner of GRAYSON W. HINCKLEY & CO., a limited partnership, and HELEN S. HINCKLEY, his wife, known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate last above written.

(Notarial Seal)

Frank L. Owen
Notary Public.

Recorded at the request of Milton B. Badt May 1, A. D. 1936 At 30 minutes past 4 P.M.

Peter Merialdo---Recorder.