

Mortgage of Chattels

(LIVESTOCK FORM)

THIS MORTGAGE, made this 31st day of January, 1938, by

KATE GRIFFIN, a widow, and JAMES J. GRIFFIN and PEARL GRIFFIN, his wife, and ALLEN T. GRIFFIN and DOROTHY GRIFFIN, his wife, and CHARLES J. GRIFFIN and WILLIAM B. GRIFFIN, both single men,

of Carlin, County of Elko, State of Nevada, by occupation farmer and/or raiser, breeder, fatter and/or marketer of livestock, Mortgagor (the word "Mortgagor" as herein used shall include the singular and plural numbers, and the masculine, feminine and neuter genders, as the context may require), to BANKAMERICA AGRICULTURAL CREDIT CORPORATION, a corporation organized and existing under the laws of the State of California and residing and having its principal place of business at San Francisco, California, and by occupation an agricultural credit association, Mortgagee, WITNESSETH:

That said Mortgagor does hereby mortgage to said Mortgagee all of that certain personal property described as follows, to-wit:

Number	Kind or Class	Age	Brand	Location of Brand	Tattoo or Earmark		Breed and Description
					Rt.	Lt.	
63	Steers	1's	TG	left ribs			DURHAM and/or HEREFORD
101	Steers	2's	TG	left ribs			DURHAM and/or HEREFORD
36	Heifers	1's	TG	left ribs			DURHAM and/or HEREFORD
74	Heifers	2's	TG	left ribs			DURHAM and/or HEREFORD
334	Cows		TG	left ribs			DURHAM and/or HEREFORD
28	Cows	over 8	TG	left ribs			DURHAM and/or HEREFORD
139	Calves		TG	left ribs			DURHAM and/or HEREFORD
3	Bulls	Reg.	TG	left ribs			HEREFORD
49	Weaner Steers		TG	left ribs			DURHAM and/or HEREFORD
61	Weaner Heifers		TG	left ribs			DURHAM and/or HEREFORD
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It is the intent and purpose of this mortgage to cover all of the above described cattle whether unbranded and/or branded TG left ribs and/or whether said brands are in any other position or angle and/or on any other location on the livestock.

It is also the intent and purpose of this mortgage to include 50 Horses and Mules branded T on left thigh and approximately 250 tons of Hay in Stack, all located on owned or leased property of the mortgagors.

Also those certain brands made and formed as follows: TG and T as recorded in the office of the State Board of Stock Commissioners, State of Nevada

Together with all of the increase thereof, and additions, substitutions and replacements thereto, whether natural or otherwise, and all increment and products thereof, including wool, together with all registration papers having to do with such animals as may be registered, being all of the said cattle, horses and hay now located on the Kate Griffin ranch approximately 3 miles West from Carlin,

County of Elko, State of Nevada. Said livestock during the term of this mortgage will be ranged only in the following county or counties and state or states: Elko and/or Eureka Counties, State of Nevada, and will not be ranged elsewhere without the consent of the Mortgagee.

It is the purpose and intent of this mortgage to subject thereto all of the cattle owned by the said Mortgagor, or hereafter to be acquired by him, whether unbranded, branded, or whether or not in excess of the number above designated, or otherwise. The marks and brands used to describe said property are holding marks and brands and carry title, although said livestock may have other marks and brands.

This mortgage shall cover and include all right, title and interest of the Mortgagor in and to the range, range allotments, range rights, forest permits, forest allotments, forest privileges, leasehold rights, feed of every nature, pasturage, feed pens, pens, feed troughs, water, water rights, watering places, water privileges, water locations, water tanks, reservoirs, tank-sites, wells, well casings, pumps, pumping machinery, engines, boilers, windmills, land rights, land leases, permits, buildings, fences, corrals, automobiles, trucks, wagons, and all horses, mules, burros and the increase thereof and additions thereto, whether unbranded or branded, with any iron or brand, and all farming machinery, camp equipment, dairy equipment, appliances and other equipment, together with all additions thereto and replacements thereof used in the management of said property, until the indebtedness herein described is fully paid.

This mortgage is intended to secure, and does hereby secure the payment to the said Mortgagee, at its office hereinabove set forth, of certain indebtedness according to the terms and conditions of a certain promissory note dated January 31, 1938, executed by the Mortgagor in favor of the Mortgagee, for the principal sum of \$-24,530.00, payable on demand and if no demand be made then on or before January 30, 1939.

at said office of the Mortgagee, with interest thereon at the rate of five per cent per annum from date until paid, and any renewals or extensions of said note; also as security for the repayment of any sums, indebtedness and obligations owing by or due from or hereafter to become owing by or due from Mortgagor or any of them to the Mortgagee, its successors or assigns; also as security for the repayment of all present and future demands of any kind or nature which Mortgagee, its successors or assigns, may have against the Mortgagor or any of them, whether created directly or acquired by assignment, whether absolute or contingent, whether due or not, or whether otherwise secured or not, or whether existing at the time of the execution of this instrument or arising thereafter; provided that the maximum amount to be secured hereby at any one time shall not exceed the total sum of

THIRTY FIVE THOUSAND AND NO/100THS (\$ 35,000.00) Dollars; also as security for the repayment of all sums or amounts that are necessarily advanced or expended by the Mortgagee, its successors or assigns, for the maintenance or preservation of the property or any part thereof described in this mortgage.

After the assignment of this mortgage, Mortgagee may continue to make advances to the Mortgagor, and upon assignment by the Mortgagee of the notes evidencing such advances to the holder of this mortgage, the advances so made after said assignment shall be secured by this mortgage to the same extent as if made prior to assignment.

Said Mortgagor hereby declares and hereby warrants to said Mortgagee that the said Mortgagor is the absolute owner and in possession of all of said mortgaged property hereinabove described, and that the said mortgaged property is free and clear of all liens, encumbrances and adverse claims whatsoever;

Said Mortgagor promises and agrees: To pay the principal sum of said promissory note or notes, together with interest thereon, at the time and in the manner therein provided, and to pay when due all sums secured hereby, and to perform each and every covenant and condition of this mortgage; during the continuance hereof to properly care for and keep said mortgaged property herein described in first class condition, order and repair and insured against all loss or damage by fire and such other casualties as may be designated by the Mortgagee and in amount required by the Mortgagee, not to exceed, however, the value of said mortgaged property, or the amount due the Mortgagee, in some insurance company, or companies, to be approved by the Mortgagee, the policies of which insurance shall be payable in case of loss to the Mortgagee and shall be delivered to and held by the Mortgagee as security; to pay all taxes, liens or assessments of whatsoever kind or description that may be levied against said mortgaged property, or any part thereof, when the same shall become due and prior to the time when the same shall become delinquent; to use said mortgaged property and each and every part thereof in strict conformity with all laws, ordinances, regulations and statutes with reference to the use, operation and registration thereof, and to comply with all such laws, ordinances, regulations and statutes; not to remove, or permit to be removed, any part of said property from the premises on which said property is now situated, without the written consent of said Mortgagee, or to sell or to attempt to sell, or further mortgage the said property without such consent, and to immediately notify the Mortgagee in the event of any damage to said property from any cause whatsoever; that all replacements, substitutions, accretions, repairs and additions to, improvements, increases and increments, of said mortgaged property shall immediately become subject to all the provisions of this mortgage; to permit the Mortgagee at any time during the continuance hereof to enter upon the premises on which said property is situated and examine said property and, upon demand of said Mortgagee, to make a written report to said Mortgagee concerning the mortgaged property; to pay the Mortgagee, or its successor, in the event suit be brought to foreclose this mortgage, an attorney fee of One Hundred Dollars (\$100.00) and a further sum of five per cent (5%) of the amount due in the event that said action is prosecuted to judgment.

If the Mortgagor fails to make any payment or perform any act which he is obligated to perform hereby, then the Mortgagee, without demand, or notice to the Mortgagor, or any successor in interest of the Mortgagor, or any of them, may make such payments or perform such acts and incur any liability or expend whatever amounts in its absolute discretion it may deem necessary therefor, and all sums incurred or expended by the Mortgagee or its successor under the terms hereof shall immediately become due and payable by the Mortgagor to the Mortgagee, or its successor, when so incurred or expended and shall bear interest until paid at the rate of one per cent (1%) per month and shall be secured hereby.

If the Mortgagor defaults in the performance of any covenant contained in this mortgage, or the payment of any obligation or indebtedness secured hereby, the Mortgagee, without notice or demand, at any time, may take possession of said mortgaged property and repair, care for, lease or manage the said property and perform any act necessary to conserve the value or income thereof and to apply the proceeds in the manner as specified herein upon the sale of said property. And the Mortgagee, or its successor, shall be entitled to the appointment of a receiver by a court of competent jurisdiction to assist it in performing and doing any of the acts hereinabove set forth. All expenses incurred by the Mortgagee in the taking possession of said property or in the performance of any of the acts hereinabove specified, including the expense of the appointment of a receiver, shall immediately become due and payable by the Mortgagor to the Mortgagee, or its successor, when so incurred, and shall bear interest at the rate of one per cent (1%) per month until paid, and shall be secured hereby.

If default is made in the prompt payment, when due, of any sum secured hereby or in the performance of any promise contained herein, the Mortgagee may declare all sums secured hereby immediately due and payable without demand or notice and said Mortgagee may at once proceed to foreclose this mortgage by proceeding as provided for in the Code of Civil Procedure of the State of California, or it may, at its option, enter upon the premises where said mortgaged personal property may be and take possession thereof; and take such measures as to the Mortgagee may be deemed necessary or proper for the care or protection thereof and remove and/or sell and/or dispose of said mortgaged property as a pledge at either public or private sale, with or without notice (the said Mortgagor hereby expressly waiving demand of performance, notice of sale and any advertisement of sale), and at said sale the Mortgagee or its successor may become the purchaser and from the proceeds of sale retain all costs and charges incurred by it in the taking or sale of said property and in the care and protection thereof, including all reasonable attorney's fees incurred and may apply the balance toward the payment of all sums due said Mortgagee and secured hereby and shall dispose of the surplus remaining as provided by law.

This mortgage is given, among other purposes, to secure funds that may be advanced hereafter, to finance the Mortgagor during regular production periods during the continuance of this mortgage, involving the property secured by this mortgage, in the manner provided for by Section 2974 of the Civil Code of the State of California.

The Mortgagor agrees that the Mortgagee or its assigns at any time and from time to time without notice to Mortgagor may release portions of the mortgaged property from the lien hereof without affecting the personal liability of any person for the payment of any obligations hereby secured or the lien of this mortgage upon the remainder of the mortgaged property for the full amount of said obligations remaining unpaid or unperformed.

Mortgagor hereby expressly waives the provisions of Section 726 of the Code of Civil Procedure of the State of California, and agrees that Mortgagee may sue to recover the indebtedness secured hereby without foreclosing this mortgage, it being understood that all remedies allowed the Mortgagee under the law and under the terms of this mortgage are and shall be concurrent and cumulative, and may be exercised and enforced as hereinabove and by law provided without reference to the time or manner of foreclosure or enforcement of any other security for said indebtedness whether held under deed of trust, mortgage, pledge or otherwise.

Notwithstanding anything herein contained to the contrary, this mortgage shall be interpreted and enforced according to the Laws of the State of NEVADA, and all reference to the Laws of the State of California herein contained shall only be effective insofar as said provisions comply with and are enforceable under the Laws of the State of NEVADA.

IN WITNESS WHEREOF, the said Mortgagor has hereunto set the hand and seal of said Mortgagor the day and year first hereinabove written.

Charles J. Griffin
William B. Griffin
Kate Griffin
Jane J. Griffin
Pearl Griffin
Allen J. Griffin
Barthel Griffin

(FOR INDIVIDUALS)

STATE OF NEVADA)
County of ELKO) ss.

On this 8th day of February in the year 1938, before me, a Notary Public in and for the aforesaid County and State, personally appeared KATE GRIFFIN, a widow, and JAMES J. GRIFFIN and PEARL GRIFFIN, his wife, and ALLEN T. GRIFFIN and DOROTHY GRIFFIN, his wife, and CHARLES J. GRIFFIN and WILLIAM B. GRIFFIN, both single men,

known to me to be the persons whose names are subscribed to the within 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 first above written.

My commission expires: Nov. 5, 1940

Verla McFarlane
Notary Public in and for said County and State.

(FOR CORPORATION OR CO-PARTNERSHIP)

STATE OF)
County of) ss.

On this _____ day of _____ in the year _____, before me, a Notary Public in and for the aforesaid County and State, personally appeared _____

known to me to be _____ of the _____ that executed the within instrument, and acknowledged to me that such _____ executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

My commission expires: _____

Notary Public in and for said County and State.

(FOR BANKAMERICA AGRICULTURAL CREDIT CORPORATION)

STATE OF CALIFORNIA)
City and County of San Francisco) ss.

F. F. Palmerlee

first being duly sworn, deposes and says:

That he is the Vice President of BANKAMERICA AGRICULTURAL CREDIT CORPORATION, a corporation, Mortgagee in the within and foregoing mortgage; that the said chattel mortgage is made in good faith, and without any design to hinder, delay or defraud creditors; and affiant makes this affidavit for and in behalf of said corporation.

Subscribed and sworn to before me this 2nd day of February, 1938

F. F. Palmerlee
Notary Public in and for the City and County of San Francisco, State of California.

COMMISSION EXPIRES APRIL 11, 1941

(FOR INDIVIDUALS)

STATE OF NEVADA)
County of ELKO) ss.

KATE GRIFFIN, a widow, and JAMES J. GRIFFIN and PEARL GRIFFIN, his wife, and ALLEN T. GRIFFIN and DOROTHY GRIFFIN, his wife, and CHARLES J. GRIFFIN and WILLIAM B. GRIFFIN, both each first being separately duly sworn, deposes and says: single men,

That they are Mortgagors in the within and foregoing chattel mortgage; that the said chattel mortgage is made in good faith, and without any design to hinder, delay or defraud creditors.

Subscribed and sworn to before me this 8th day of February, 1938

Verla McFarlane
Notary Public in and for said County and State.

Kate Griffin
James J. Griffin
Pearl Griffin
Allen T. Griffin
Dorothy Griffin
Charles J. Griffin
William B. Griffin

WHEN RECORDED, MAIL TO
BANKAMERICA AGRICULTURAL
CREDIT CORPORATION
San Francisco, California
1 Powell Street

Mortgage of Chattels (LIVESTOCK FORM)

KATE GRIFFIN, a widow, and JAMES J. GRIFFIN and PEARL GRIFFIN his wife, and ALLEN T. GRIFFIN and DOROTHY GRIFFIN, his wife, and CHARLES J. GRIFFIN and WILLIAM B. GRIFFIN, both Mortgagee. single men, TO

**Bankamerica Agricultural
Credit Corporation**
Mortgagee.

DATED January 31, 19 38

File No. 22363

Filed for Record at the Request of

Washoe County Title Guaranty Co.

Feb 10 A. D. 1938

at 15 min. past 4 o'clock, P M.

and recorded in Vol. _____

of _____ page _____

County Records. *Washoe*

Recorder. *Arthur M. ...*

By _____ Deputy Recorder.

AGR. CR. 25-B-36

Notary Public in and for said County and State.

this _____ day of _____, 19 _____

Subscribed and sworn to before me

Mortgagor in the within and foregoing chattel mortgage; that the said chattel mortgage is made in good faith, and without any design to hinder, delay or defraud creditors; that affiant makes this affidavit for and on behalf of such

That he is _____

first being duly sworn, deposes and says:

STATE OF _____
County of _____
ss. _____