

Mortgage of Crops and Chattels

(LIVESTOCK FORM)

THIS MORTGAGE, made this 23 day of May, 1940 by

NORMAN BILTZ, a married man

of Reno, County of Washoe, State of Nevada,
 by occupation farmer and/or raiser, breeder, fatterer 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, crops, and livestock situated in the County of Elko and/or County of Lander and/or County of Eureka, State of Nevada, described as follows, to-wit:

Number	Kind or Class	Age	Brand	Location of Brand	Breed and Description
2784	Cows		HD	on Right Hip	HEREFORD
401	Heifers	2's	HD	on Right Hip	HEREFORD
435	Steers	2's	HD	on Right Hip	HEREFORD
374	Heifers	1's	HD	on Right Hip	HEREFORD
467	Steers	1's	HD	on Right Hip	HEREFORD
77	Bulls		HD	on Right Hip	HEREFORD
842	Calves		HD	on Right Hip	HEREFORD
5380					

It is also the intent and purpose of this mortgage to include all the increase of calves born since April 16, 1940 and all additional cattle branded **HD** on Right Hip that may be acquired by the mortgagor.

It is the intent and purpose of this mortgage to cover all of the above described cattle whether unbranded and/or branded **HD** on Right Hip and/or whether said brand is in any other position or angle and/or on any other location on the Livestock, and/or whether branded **X/C** on Right Hip.

It is also the intent and purpose of this mortgage to include all ranch equipment and 30 horses branded **HD** on Right Thigh and 500 tons of hay and all hay and feed acquired subsequent to execution of this mortgage now located or to be located on owned or leased land of the mortgagor.

Together with all of the increase thereof, and additions, substitutions and replacements thereto, whether natural or otherwise, or whether born to any of said livestock now owned or hereafter acquired, either by birth, exchange or purchase, and now or hereafter situated on the real property herein described or situated on any other real property where said livestock may now, or hereafter, be ranged on or moved to by the mortgagor; also all wool shorn or to be shorn during the life of this mortgage from any sheep here in mortgaged, and also all registration papers having to do with such animals as may be registered. The foregoing livestock being all of the cattle owned by Mortgagor now located at about 1 mile East from Dunphy and/or on Dunphy Ranch and Range located in Counties of Elko, Lander and Eureka

State of Nevada, whether unbranded, branded, or whether or not in excess of the number above designated. The brands and marks used to describe the said property are holding marks and brands and carry title, whether or not said livestock have other marks or brands. Said livestock during the term of this mortgage will be ranged only in the following county or counties and state or states: Elko County and/or Lander County and/or Eureka County, State of Nevada

and will not be ranged else where without the consent of the Mortgagee.

This mortgage shall also cover and include all the right, title and interest of the Mortgagor in and to any range (owned, leased or governmental), feed of every nature, pasturage, feed pens, feed troughs, water and water privileges, including all watering equipment, branding and lambing equipment, wagons, tools, horses, automobiles and other automotive equipment, trucks and camp equipment, and other personal property and equipment, now or hereafter used in and in connection with feeding, ranging, watering, lambing, shearing, maintaining, operating, transporting or caring for said livestock.

The Mortgagor does hereby further mortgage unto the Mortgagee, its successors and assigns, all crops of every nature planted, sown or growing at the time of the execution of this mortgage, and all crops to be planted, sown or grown during the existence of this mortgage, upon the following described land, to-wit:

This mortgage is intended to secure and does hereby secure the payment, to the said Mortgagee, at its office hereinbefore set forth, of the following:

(a) The Promissory note or notes below described, executed by Mortgagor and payable to Mortgagee:

Amount of Note: \$ 275,000.00 Date of Note: May 23 1940 Rate of Interest: 1 1/2 %.

Payable: on demand, and if no demand be made then on or before DECEMBER 1, 1940

(b) All sums that may be advanced and expenditures that may be made by the Mortgagee to or on behalf of the Mortgagor, and all indebtedness and obligations that may be incurred by the Mortgagor or any of them, to the Mortgagee, its successors or assigns, subsequent to the execution of this mortgage; also 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 mortgage or arising thereafter; provided that the maximum amount to be secured hereby and remaining unpaid at any one time shall not exceed the total sum of _____

FOUR HUNDRED THOUSAND AND NO/100THS Dollars (\$ 400,000.00)

(c) 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;

(d) All extensions or renewals, and successive extensions or renewals, of the note or notes above described, or of the indebtedness represented thereby, or of any other or further indebtedness at any time owing by Mortgagor to Mortgagee, however the same may be evidenced, and in whatever form it may be, whether represented by notes, drafts, open accounts or otherwise, and all interest thereon, for the payment of which this mortgage shall stand as a continuing security until full and complete payment shall have been made.

In the event of an assignment of this mortgage by Mortgagee, 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.

The Mortgagor covenants that he is the true and lawful owner of all the property herein described, and that the same is free of all liens and encumbrances; that he is entitled to the lawful possession thereof; that the said property is now in his possession at the location above described; that he will not suffer the same to be encumbered, sold or removed from the premises where the said property is now located, without the written consent of the Mortgagee; that he will properly feed and care for said mortgaged property; that he will cause all sheep covered by this mortgage to be shorn, and the wool shorn therefrom to be prepared for market; that he will properly care for, harvest, thresh, pack and otherwise prepare for market all crops covered hereby; that he will deliver said wool so shorn and crops so prepared for market to the Mortgagee to be held as security for all indebtedness secured hereby; that he will promptly pay all taxes and all other liens and charges accruing against said crops, chattels or property during the life of this mortgage; that he will keep the same fully insured against loss by fire for the benefit of the Mortgagee, and deliver the policies of insurance to the Mortgagee. If the Mortgagor fails to make any payment or perform any act which he is obligated hereby to perform, then the Mortgagee, without any demand or notice to the Mortgagor or any successor in interest of the Mortgagor, or any of them, may make such payment or perform such act, and incur any liability or expend whatever amount in its absolute discretion it may deem necessary therefor, and all sums so expended or incurred by the Mortgagee or its successor 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 seven (7) per cent per annum.

If default shall be made in the payment of any sum, money or indebtedness now or hereafter secured hereby, or any part thereof, or interest thereon; or if the mortgagor shall default in or fail to comply with, keep or perform any of the terms, covenants or agreements herein contained to be by the mortgagor kept and performed; or if any lien or incumbrance of any character is created, suffered or permitted upon or against any of the mortgaged properties superior, or asserted to be superior, to the lien of this mortgage; or if any of said mortgaged properties shall be attached or levied upon by any creditor of the mortgagor; or if the mortgagor shall make an assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or an involuntary petition in bankruptcy shall be filed against him; then, and in that event:

(1) The whole indebtedness secured hereby shall, at the option of the mortgagee, become immediately due and payable without notice, irrespective of the maturity fixed in any note or other contract evidencing such indebtedness, or any other agreement with regard to the maturity thereof, and

(2) The Mortgagee, its successors and assigns:

a. Shall have the right and power and is hereby authorized, at its option, personally or by agent to enter upon any property of the Mortgagor, or any other place or places where the mortgaged property or any part thereof is situated or may be found and take possession thereof, and may remove the same or any part thereof with or without legal process, and

b. Shall have the right and power and is hereby authorized, at its option, personally or by agent, to enter upon and take possession of the land upon which any of the crops covered by this mortgage have been planted or sown, and cultivate, care for and prepare said crops for harvest and harvest the same and for that purpose shall have the right to the possession and use of the farming equipment, machinery and facilities, including horses and mules owned or in the possession of the mortgagor whether or not covered by this mortgage without being required to pay any compensation therefor and to hold and use the same and said lands until said crops have been harvested and removed to market, and

c. Shall have the right to the possession, use and enjoyment of all lands, equipment, machinery and facilities including horses and mules, necessary or convenient in caring for the livestock covered hereby and of all pasturage and hay, feed, forage, fodder, grain and other products belonging to the Mortgagor suitable for feeding said livestock and the Mortgagor shall not be entitled to any compensation or credit therefor. And the Mortgagee shall not be liable for any loss, depreciation, injury or damage to any of the mortgaged properties, or to any other properties hereinbefore mentioned, while in its possession and the Mortgagor shall not be entitled to any reduction or abatement in the sums secured by this mortgage by reason thereof, and

(d) 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, after taking possession of said mortgaged property as hereinabove provided, 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 successors may become the purchaser, and from the proceeds of the sale retain all costs and charges incurred by it in the taking and/or sale of said property and in the care and protection thereof, including

all reasonable attorney fees incurred, and may apply the balance towards the payment of all sums owing said mortgagee and secured hereby, and the surplus, if any, shall be paid to the party or parties lawfully entitled thereto on proof of such right. In any action brought to foreclose this mortgage, the Mortgagee shall be entitled to reasonable attorney fees incurred in the prosecution of said action.

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.

Norman Biltz
Norman Biltz

(FOR INDIVIDUALS)

STATE OF NEVADA,
County of Washoe } ss.

On this 25 day of May in the year 1940, before me, a

Notary Public in and for the aforesaid County and State, personally appeared

Norman Biltz, a married man

~~known to me to be the person described in and who executed the foregoing instrument, who~~
~~acknowledged to me that he executed the same freely and voluntarily and for the uses and~~
~~purposes therein mentioned.~~
known to me to be the person described in and who executed the foregoing instrument, who
acknowledged to me that he 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: July 20, 1940

[Signature]
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.

WHEN RECORDED, MAIL TO
BANKAMERICA AGRICULTURAL
CREDIT CORPORATION
San Francisco, California
25 New Montgomery Street

**Mortgage of
Crops and Chattels
(LIVESTOCK FORM)**

NORMAN BILTZ, a married man

Mortgagor.

TO

**Bankamerica Agricultural
Credit Corporation**

Mortgagee.

DATED May 23, 1940

File No. 33410

Filed for Record at the Request of

E. H. Knox

May 29, A. D. 1940

at 34 min. past 4 o'clock, P. M.

and recorded in Vol. _____

of _____, page _____

County Records.

John M. ...
Recorder.

By _____
Deputy Recorder.

AGR. CR-25 CALIFORNIA 1-39

(FOR BANKAMERICA AGRICULTURAL CREDIT CORPORATION)

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

H. P. Bolton

first being duly sworn, deposes and says:

That he is the Assistant Treasurer 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.

H. P. Bolton

Subscribed and sworn to before me
this 23rd day of May, 1940

Ruth Natusch

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

My Commission Expires December 28, 1942

(FOR INDIVIDUALS)

STATE OF NEVADA,)
County of Washoe,) ss

Norman Biltz

first being duly sworn, deposes and says:

That he is 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.

Norman Biltz

Subscribed and sworn to before me
this 25 day of May, 1940.

E. H. Knox

Notary Public in and for said County and State.