

Mortgage of Crops and Chattels

(LIVESTOCK FORM)

THIS MORTGAGE, made this 20th day of May, 1940, by

A. W. GOODFELLOW, a married man

of Fresno, County of Fresno, State of California,

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 Eureka, State of Nevada, described as follows, to-wit:

Number	Kind or Class	Age	Brand	Location of Brand	Breed and Description
43	Heifers	2's	L	Left and Right Hip	HEREFORD
1	Calf		L	Left and Right Hip	HEREFORD
9	Bulls		L	Left and Right Hip	HEREFORD
53					

It is the intent and purpose of this mortgage to cover all of the above described cattle whether unbranded and/or branded L on Left and Right Hip and/or whether said brands are in any other position or angle and/or on any other location on the Livestock.

This mortgage is to be construed as an extension of that certain chattel mortgage dated September 22, 1939, made by A. W. GOODFELLOW, a married man, in favor of BANKAMERICA AGRICULTURAL CREDIT CORPORATION, and recorded in Fresno County Records, September 26, 1939 in Volume 1782 of Official Records at Page 284, State of California and that certain chattel mortgage dated November 20, 1939 made by A. W. GOODFELLOW, a married man in favor of BANKAMERICA AGRICULTURAL CREDIT CORPORATION and recorded in Fresno County Records on December 6, 1939, in Volume 1802 of Official Records at Page 74, State of California and filed in Eureka County Records on December 15, 1939, under file No 23225, State of Nevada, and in Elko County Records on December 19, 1939, under file No. 72162, State of Nevada, for the purpose of including the above described personal property as part of the security and the herein described note as part of the debt secured. Said mortgages shall be construed together as one mortgage and the notes secured thereby as one debt. Default under the terms of any of these mortgages shall be considered as default under the terms of all.

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 3 1/2 miles south from Palisade and/or on George W. Goodfellow property Eureka County

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: Eureka County and/or Elko County, State of Nevada and/or Kings County and/or Sacramento County, State of California and will not be ranged else where without the consent of the Mortgagee.

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.

A. W. Goodfellow
A. W. Goodfellow

(FOR INDIVIDUALS)

STATE OF California }
County of Fresno } ss.

On this 12th day of June in the year 1940, before me, a

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

A. W. Goodfellow, a married man

~~known to me to be the person whose name~~ ~~subscribed to the within instrument, and acknowledged to me that~~
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: March 31, 1942

A. W. Fortune
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)**

A. W. GOODFELLOW, a married man
Mortgagor.
TO
**Bankamerica Agricultural
Credit Corporation**
Mortgagee.
DATED MAY 20, 1940

File No. 23438

Filed for Record at the Request of

C. H. Knapp

June 15 A. D. 1940

at 85 min. past 4 o'clock, P. M.

and recorded in Vol. _____

of _____, page _____

County Records _____

John Merriello
Recorder.

By _____ Deputy Recorder.

AGR. CR-25 CALIFORNIA 1-38

(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, Mortgagor 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 an in behalf of said Corporation.

H. P. Bolton

Subscribed and sworn to before me
this 20th day of May, 1940

Virginia D. Beede

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

My Commission Expires April 11, 1941

(FOR INDIVIDUALS)

STATE OF California }
County of Fresno } ss

A. W. Goodfellow, a married man each

first being separately duly sworn, deposes and says:

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 12th day of June, 1940

A. W. Goodfellow

R. W. Fortune
Notary Public in and for said County and State.