

MIGRATORY CHATTEL MORTGAGE

THIS MORTGAGE, made this 11th day of DECEMBER, 1943, by

MORSEWOOD CATTLE COMPANY, A CORPORATION ORGANIZED AND

EXISTING UNDER THE LAWS OF THE STATE OF NEVADA

residing (and/or having its principal place of business) within the County (or Counties) of GENEV,

State of NEVADA, occupation farming and/or raising, breeding, fattening or marketing of livestock, MORTGAGOR,

and the NEVADA LIVESTOCK PRODUCTION CREDIT ASSOCIATION with its office at RENO, NEVADA engaged in the business of making loans pursuant to the provisions of Title II of the Farm Credit Act of 1933, approved June 16, 1933, MORTGAGEE,

WITNESSETH: That the Mortgagor mortgages to the Mortgagee all that certain personal property described as follows, to-wit:

NUMBER	KIND OR CLASS	AGE	BRAND	LOCATION OF BRAND	TATOO OR EARMARK	BREED AND DESCRIPTION
					Rt. Lt.	
1276 244 309 408 370	COWS HEIFERS HEIFERS CALVES BULLS	2'S 1'S	ALL OF SAID CATTLE BEING BRANDED THUS: <u>J</u>		ON LEFT THIGH AND EARMARKED <u>R C J L</u>	NEVADA HEREFORD STOCK CATTLE HERD WITH REGISTERED BULLS.
ALSO:	THE 1942 CALF CROP OF UNDETERMINED NUMBER					
ALSO: 100 51 52 7	SADDLE HORSES WORK HORSES STOCK HORSES MULES		ALL OF SAID HORSES AND MULES BEING BRANDED THUS: <u>J</u>		ON LEFT STIFLE	NEVADA SADDLE, WORK AND STOCK HORSES AND MULES
ALSO: 6000	TONS BALED HAY, BARK.		1000 TONS LOOSE HAY AND 60 TONS COTTONGEE			FEED ON NEVADA RANCHES
ALSO: 370 75 85 85 10	COWS HEIFERS HEIFERS BULLS HELD BULLS	2'S 1'S 1'S	ALL OF SAID CATTLE BEING BRANDED THUS: <u>J</u>		ON LEFT HIP AND EARMARKED <u>R C J L</u>	PUREBRED HEREFORD HERD WITH REGISTERED BULLS ON QUINTO RANCH, CALIFORNIA
ALSO: 85 90 14	MILK COWS HEIFERS STERS	2'S 2'S	BRANDED THUS: <u>J</u>		ON LEFT THIGH, OR ON LEFT HIP AND EARMARKED <u>R C J L</u> OR <u>C R</u> OR <u>C P</u>	MISC. CATTLE ON QUINTO RANCH, CALIFORNIA
ALSO: 37 3 25	BROOD MARES FILLIES 2'S, 3 FILLIES 3'S, 2 FILLIES 4'S COLTS AND 3 STALLIONS					BEING A PUREBRED MORGAN HORSE HERD ON QUINTO RANCH, CALIFORNIA
ALSO: 27	WORK HORSES					WORK STOCK - QUINTO RANCH, CALIF.
ALSO: 250	TONS LOOSE AND GROUND HAY, 200 TONS COTTON GARE, 5000 SACKS BARLEY, 1200 SACKS OATS. TOGETHER WITH ANY AND ALL HAY, GRAIN AND ANY AND ALL OTHER LIVESTOCK FEEDS NOW ON HAND AND /OR ACQUIRED HEREAFTER AND PRIOR TO THE PAYMENT IN FULL OF THE INDEBTEDNESS SECURED BY THIS MORTGAGE.					FEED ON QUINTO RANCH, CALIF.

TOGETHER WITH ALL CROPS OF WHATSOEVER KIND OR CHARACTER NOW STANDING, PLANTED OR GROWN, AND THAT MAY, DURING THE CROP YEARS OF 1943 TO 1948 INCLUSIVE, BE GROWN ON THE LAND IN THE COUNTIES OF LANSER, CURERA AND ELKO, STATE OF NEVADA AND MERCED, STANISLAUS AND SANTA CLARA COUNTIES, STATE OF CALIFORNIA, WHICH LAND IS DESCRIBED AS FOLLOWS:
 HERE RANCH CONTAINING APPROXIMATELY 35,000 ACRES MORE OR LESS AND LOCATED 12 MILES NORTHEAST OF BATTLE MOUNTAIN, NEVADA, BORDERING U.S. HIGHWAY 50.
 ARSENITA RANCH CONTAINING APPROXIMATELY 17,000 ACRES MORE OR LESS AND LOCATED 8 MILES EAST OF BATTLE MOUNTAIN, NEVADA, BORDERING U.S. HIGHWAY 50.
 THE CARLIN FIELD CONTAINING APPROXIMATELY 700 ACRES MORE OR LESS AND LOCATED ON MAGGIE

Together with all crops of whatsoever kind or character now standing, planted or grown, or that may, during the crop years of 1943, 1944 and 1945, be planted or grown on the land in the County of _____ State of _____ which land is described as follows:

REEK APPROXIMATELY 1 MILE EAST OF CARLIN, NEVADA,
 SIMON RANCH CONTAINING APPROXIMATELY 350 ACRES, MORE OR LESS, AND LOCATED APPROXIMATELY 12 MILES FROM CARLIN, NEVADA, ON THE MAGGIE CREEK ROAD.
 COYOTE CREEK RANCH CONTAINING MORE THAN 500 ACRES AND LOCATED APPROXIMATELY 22 MILES FROM CARLIN, NEVADA, ON THE MAGGIE CREEK ROAD AT THE JUNCTION OF COYOTE AND MAGGIE CREEKS.
 THE QUINTO RANCH CONTAINING APPROXIMATELY 52,000 ACRES AND LOCATED IN MERCED, STANISLAUS AND SANTA CLARA COUNTIES, CALIFORNIA, APPROXIMATELY Eleven MILES South FROM GUSTINE, CALIFORNIA, ON AND IN THE GENERAL VICINITY OF QUINTO CREEK, and Romero Creek.

As to any and all crops described hereinabove which were not planted at the time this mortgage was executed, it is the intention of the parties hereto that this mortgage shall take effect upon such crops when planted.

All of the livestock being branded as shown above are now located upon lands owned, leased, or otherwise controlled, by
Mortgagor located in **LANDER, EUREKA & ELKO COUNTIES, STATE OF NEVADA, AND MERCED, STANISLAUS AND SANTA CLARA**
County(ies),
State of **CALIFORNIA**, and such lands are commonly known as **THE HOME, ARBENTA, CARLIN FIELD, SIMON,
COYSTE AND QUINTO RANCHES AND RANGES OWNED OR CONTROLLED BY MORSEHOE CATTLE COMPANY** Said livestock, during the term
of this mortgage, will be ranged only in the following county or counties and state or states: **LANDER, EUREKA AND ELKO**

COUNTIES, NEVADA, AND MERCED, STANISLAUS AND SANTA CLARA COUNTIES, CALIFORNIA
and will not be ranged elsewhere without the consent of the Mortgagee.

This mortgage is intended to cover all the livestock of whatsoever age or sex owned by said Mortgagor, or hereafter acquired by said Mortgagor during the life of this mortgage, bearing said marks and brands, or otherwise described or branded or marked, and all such livestock are included in this mortgage whether the same are hereinbefore enumerated and described or not, said Mortgagor hereby warranting title to all of the personal property herein mortgaged, and covenanting that the same is free from incumbrance.

TOGETHER with all the increase thereof, additions and accretions thereto, whether natural or otherwise, and all the increment thereof, including wool and mohair, also the said brands and the right to use and transfer the same; said marks and brands being the holding marks and brands and carry the title, although said livestock may have other marks and brands. Said holding brands are registered at **STATE DEPARTMENT OF AGRICULTURE, SACRAMENTO, CALIFORNIA** Bureau of Livestock Identification, Number _____ and Mortgagor hereby agrees to keep said brands recorded and active in accordance with law.

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, feed of every nature, pasturage, feed 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, wagons, horses, mules, burros, and the increase thereof and additions thereto branded with any brand or iron or unbranded, and belonging to the Mortgagor, and all farming machinery, camp equipment, appliances and other equipment, together with all additions thereto and replacements thereof, used in the operation of said property, until the indebtedness hereby secured 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 **December 11, 1942**, executed by the Mortgagor in favor of the Mortgagee, for the principal sum of **\$ 527,977.00**, payable **ON DEMAND, OR, IF NO DEMAND IS MADE, THEN ON NOVEMBER 10, 1943** at said office of the Mortgagee, with interest thereon at the rate of **1 1/2** per centum per annum.

Also as security for the payment of (1) all sums which may be or become due to Mortgagee from Mortgagor, whether resulting from advances to or in behalf of Mortgagor or otherwise, with interest on all such sums; (2) substitution notes and/or renewals and/or extensions of all notes from Mortgagor in favor of, or assigned to, Mortgagee.

Advances made by Mortgagee after assignment of this Mortgage shall be secured hereby if such advances are discounted by or assigned to mortgage holder or mortgage holder has consented in writing to such advances.

This mortgage (in conformity with the provisions of Chapter 117—Section 2 Statutes of Nevada 1935) also secures repayment of a sum or sums owing or due or becoming owing or due up to and including a maximum amount at any one time of **\$ 750,000.00** loaned or advanced, or that may be loaned or advanced, by the Mortgagee, or assigns, to, or in behalf of, the Mortgagor.

Mortgagor agrees to pay taxes and assessments on said personal property when due and before they become delinquent.

The Mortgagor guarantees the payment to the Mortgagee of the full proceeds of all checks and drafts transmitted in connection with indebtedness hereby secured. As long as the covenants and conditions of this mortgage are fulfilled, the Mortgagor may remain in possession of said personal property, but the same shall not be removed or sold by the Mortgagor or taken from the premises where the same is now situated without the written consent of the Mortgagee. The Mortgagor further covenants that he will forever warrant and defend the title to said personal property.

One of the purposes of this mortgage is to secure the financing of the Mortgagor in the raising, harvesting and production of the crops and/or livestock and/or other animate chattels described in this mortgage and in marketing and selling the same, during the regular production periods (or any of them) of any of said property, until this mortgage is formally released and discharged of record. It is therefore understood that during said production periods the Mortgagor may from time to time need and request such financing from the Mortgagee or assigns; that there may be times when the indebtedness of the Mortgagor hereunder will be fully repaid to the Mortgagee, or assigns, but the farming, livestock and/or other operations of the Mortgagor relating to the property covered by this mortgage will continue and require financing; that this mortgage shall be a continuing lien and mortgage in conformity with the provisions of Chapter 117—Section 1 Statutes of Nevada 1935, in favor of the Mortgagee and assigns upon said personal property and/or crops to secure the repayment of all advances made by the Mortgagee and assigns until this mortgage shall have been formally released or discharged of record, even though the indebtedness secured by this mortgage and existing at any particular time may have been repaid in full to the Mortgagee, or assigns, from proceeds of sale of the mortgaged property, or otherwise, by the Mortgagor.

The Mortgagor hereby covenants and agrees to and with the Mortgagee that in case default is made in the payment of any indebtedness hereby secured, or interest thereon, or if any claims, charges or demands which can be made prior liens to this mortgage upon said property, are not paid or discharged at maturity, or if said property is attached or levied upon, taken possession of, or detained by any person other than the Mortgagee, for any cause, or in case said Mortgagor shall remove or permit to be removed from said premises or dispose of or attempt to dispose of said personal property, or any part thereof, without the consent of the Mortgagee, or in case the Mortgagor shall fail to keep and perform any of the agreements herein contained to be kept and performed by said Mortgagor or if any of the statements made herein by said Mortgagor shall prove to be false in whole or in part, or if from any cause the security shall become inadequate or if said Mortgagor does not take proper care of said property, or if said Mortgagor shall be financially or otherwise unable to provide a proper amount of feed for said animals, or if the Mortgagee shall feel unsafe or insecure with reference to the payment of the sums of money above mentioned, then in all or any of the cases aforesaid, the whole indebtedness hereby secured shall at the option of the Mortgagee, and without notice to the Mortgagor, become due and payable, and the Mortgagee shall have the right and power to take immediate possession, personally or by agent, of all said personal property wherever found without legal process. And in any of the events above specified, the Mortgagee shall have the right both after and before the maturity of the note or notes secured by this mortgage, to sell at public or private sale, without notice to the Mortgagor, said personal property, or such part thereof as shall be sufficient to pay the debt secured hereby remaining unpaid, whether due or to become due, as the case may be, together with a reasonable attorney's fee, which fee shall be secured by this mortgage and all costs of suit and expenses pertaining to the searching for, taking, keeping, feeding, transporting, caring for and selling of said property; and at any such sale, the Mortgagee may become a purchaser, and the property to be sold need not be within view of those who attend the sale.

It is agreed that the Mortgagee shall have at all times during the continuance of this obligation, the right to enter upon the premises where said property is located and/or upon any premises to which it or any part of it may be removed, in order to inspect, count, gather, brand, mark, dehorn, vaccinate or otherwise treat, feed or care for the same, and the Mortgagor agrees upon demand and at Mortgagor's expense, to gather the above described livestock or any of them, in such place or places as the Mortgagee may direct, in order that said livestock may be inspected by said Mortgagee and marked, dehorned, vented or branded, and Mortgagor further promises and agrees at Mortgagor's expense to furnish sufficient help, horses and equipment that may be necessary or proper to accomplish these things expeditiously. The Mortgagor further agrees that in the event it shall be necessary to move said livestock at any time Mortgagor will, upon demand of the Mortgagee, remove said livestock and furnish all necessary men, horses and equipment therefor, and will carry out any instructions of the Mortgagee given to accomplish this expeditiously and in a workmanlike manner.

The Mortgagor further agrees that if any property covered by this mortgage be taken, disposed of, or destroyed by any city, county, state or national government or an agent thereof, the Mortgagor hereby appoints the Mortgagee or its assigns the attorney in fact of the Mortgagor to recover from such city, county, state or national government or agent thereof, any money which may be due to the Mortgagor on account thereof, and the Mortgagor hereby authorizes the Mortgagee or its assigns to make such collection and to apply the money so collected, less expenses, on the indebtedness secured by this mortgage, any surplus remaining to be paid to the Mortgagor.

The word "Mortgagor" wherever used herein shall include persons, partnerships, and corporations, and, whenever required by the context hereof, the singular number shall include the plural and the masculine shall include the feminine and/or neuter gender. This mortgage shall inure to the benefit of the holder or holders of said note or notes or any indebtedness secured hereby, and shall be valid and enforceable between the personal representatives, successors or assigns of the parties hereto.

In Witness Whereof the Mortgagor has executed these presents the day and year first hereinabove written.

MORSEBROOK CATTLE COMPANY

BY Josephine H. Fitger PRESIDENT
BY Ercy C. Sullivan SECRETARY

Signed, sealed and delivered in the presence of:

Witness

Residing at

ACKNOWLEDGMENT

STATE OF California
COUNTY OF Los Angeles,

ON THIS 11th DAY OF December, 1942, BEFORE ME Helene C. Malcolmson

A NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND STATE, RESIDING THEREIN, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED Josephine H. Fitger, KNOWN TO ME TO BE THE PRESIDENT, AND Ercy C. Sullivan, KNOWN TO ME TO BE THE SECRETARY, OF THE MORSEBROOK CATTLE COMPANY, THE CORPORATION THAT EXECUTED THE WITHIN AND FOREGOING INSTRUMENT, KNOWN TO ME TO BE THE PERSONS WHO EXECUTED THE WITHIN INSTRUMENT IN BEHALF OF THE CORPORATION THEREIN NAMED, AND ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.

MY COMMISSION EXPIRES My Commission Expires

Helene C. Malcolmson
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE
RESIDENCE Burbank Los Angeles California
CITY COUNTY STATE

MIGRATORY CHATTEL MORTGAGE

Horseshoe Cattle Company

TO

Nevada Livestock

PRODUCTION CREDIT ASSOCIATION

Address Reno, Nevada

Recorded 12/19/50

File No. 24526
Filed for record at the request

Attached copy of Vernon Prentiss

Dec 14, 1942

at *45* min. past *4* o'clock,

7 M., and recorded in Book _____

of _____

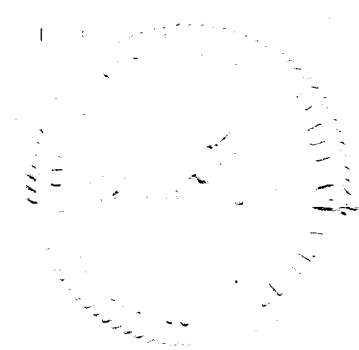
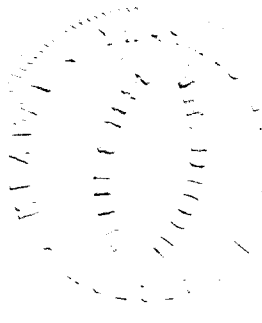
at page _____, in the office of the County

Recorder of *Lincoln* County,

State of *Nevada*

John M. ...
Recorder

Deputy Recorder



COPIES

RELEASE OF CHATTEL MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

THAT a certain chattel mortgage dated December 11, 1942, made by HORSESHOE CATTLE COMPANY, A Corporation organized and existing under the laws of the State of Nevada, Mortgagor, to NEVADA LIVESTOCK PRODUCTION CREDIT ASSOCIATION, of Reno, Nevada, Mortgagee, which was on the 14th day of December, 1942, filed for record in the office of the County Recorder of Eureka County, State of Nevada, as Recorder's Series or Entry Number 24566, together with the debt thereby, is fully paid, satisfied, and discharged, and the property therein described is hereby released from the lien of said mortgage.

IN WITNESS WHEREOF, the undersigned has caused its corporate name to be hereunto subscribed and its corporate seal to be hereto affixed this 21st day of December, 1950.

NEVADA LIVESTOCK PRODUCTION CREDIT ASSOCIATION

By

Simon Mehall
Secretary-Treasurer