

Mortgage of Chattels and Crops

(LIVESTOCK FORM)

THIS MORTGAGE made this 17th day of November 1964 by
E. R. E. SMITH COMPANY, a co-partnership, composed of Filbert Eicheverry and
Michael Eicheverry, co-partners; and
EUREKA LIVESTOCK COMPANY, a co-partnership, composed of Filbert Eicheverry and
Michael Eicheverry, co-partners.

Bakersfield County of **Kern** State of California
by occupation farmer and/or raiser, breeder, fattener 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 context requires), to BANK OF AMERICA NATIONAL TRUST and SAVINGS ASSOCIATION, a National Banking Association, duly organized and existing under and by virtue of the Laws of the United States of America and having its principal place of business in the City and County of San Francisco, California, by occupation a Banker, Mortgagee,

WITNESSETH:

That said Mortgagor does hereby mortgage to said Mortgagee all of that certain livestock, crops, and other personal property, situated in the County of **Bureau, State of Nevada; County of Kern, Kings and San Bernardino** State of **California** described as follows, to-wit:

LIVESTOCK

Number	Kind or Class	Breed and Description	Average Weight	Age	Brand or Mark	Location of Brand or Mark	
Eureka County, Nevada:							
700	Cows	Hereford	850	1-9	All branded 77 on right hip		
266	Calves	Hereford	350	1			
260	Calves	Hereford	425	1			
197	Calves	Hereford	415	1			
700	Calves						
29	Bulls	Hereford	1100	2-4			
75	Cows	Hereford	850	1-9			
All counties shown, California and Nevada:							
1200	Ewes	Whiteface, crossbred	110	3's	All have painted brand of E on back		
700	Ewes	Whiteface, crossbred	110	4's			
2400	Ewes	Whiteface, crossbred	110	5's			
2700	Ewes	Whiteface, crossbred	110	6's			
4950	Ewes	Whiteface, crossbred	110	7's and up	Lambs will have paint brands of E 1 to E 12 on back.		
200	Bucks	Suffolk	150	2-4			
20	Bucks	Hampshire	150	2-4			

The Mortgagor hereby further mortgages to the Mortgagee all additions to, substitutions for, and replacements of, the aforescribed livestock, and also all livestock of the same general kind or class hereafter acquired by the Mortgagor together with the increase from any of said livestock now owned or hereafter acquired and all products thereof; also all wool of any sheep herein mortgaged, shorn or that may be shorn during the life of this Mortgage, and also all registration papers relating to such animals as may be now or hereafter registered. The livestock herein mortgaged will be ordinarily located on the following described property:
20, 25 miles north of Eureka, Eureka County Nevada and Tracy Ranch on Highway 176,
4 miles East from Tracy Avenue, Lachawmiller and Camp, on Central Valley Highway,
one mile South of 7th Standard Road, in the County of Kern, State of California

State of **Nevada & California** whether branded or unbranded, or whether the number thereof be less than or exceed the number of livestock now owned by Mortgagor and described herein. This mortgage covers all livestock of the Mortgagor herein described or referred to, whether unbranded or branded with the brand or mark indicated, and whether said brands or marks or any of them are in the position or location described, or any other position or angle or location on said livestock. The designated brands or marks carry title whether or not said livestock have other brands or marks. Said livestock during the term of this mortgage will be ranged only in the following county or counties and state or states:
Eureka County, Nevada; Kern County, California
Kings County, California and San Bernardino County, California
and will not be ranged elsewhere 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 feed of every nature, including range feed (owned, leased, or governmental), pasturage, feed pens, etc.

CROPS

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 life of this mortgage, upon the following described land, to-wit:

OTHER PERSONAL PROPERTY

This mortgage is intended to secure and does hereby secure the payment, in lawful money of the United States of America, 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: \$ 487,025.00 Date of Note: November 17, 1964, With Interest:

Payable: On Demand, if no demand is made then on July 1, 1965.

(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 NINE HUNDRED SEVENTY FIVE THOUSAND AND NO/100

Dollars (\$ 975,000.00).

(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 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 harvest said crops for harvest and harvest the same and the said Mortgagee shall have the right in 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 Mortgagee shall not be entitled to any reduction or abatement in the sums required 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 mortgages 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 encumbered by or described in this mortgage, and during which period or periods the mortgagor may need and request such financing, as contemplated 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.

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

Box 567, Berkeley

E. E. SHEP COMPANY, a co-partnership composed of **Filbert Etcheverry** and **Michel Etcheverry**, co-partners

By *Filbert Etcheverry*

By *Michel Etcheverry*

SHEP COMPANY, a co-partnership composed of **Filbert Etcheverry** and **Michel Etcheverry**, co-partners

By *Filbert Etcheverry*

By *Michel Etcheverry*

(ACKNOWLEDGMENT FOR INDIVIDUALS)

STATE OF CALIFORNIA

COUNTY OF _____

SS

On this _____ day of _____, 19____, before me, _____, a Notary Public in and for said _____ County,

personally appeared _____

known to me to be the person whose name _____ subscribed to the within instrument, and acknowledged that _____ he executed the same.

WITNESS my hand and official seal.

PARTNERSHIP ACKNOWLEDGMENT

State of California

County of **Kern**

SS

On this **17th** day of **November**, 19 **64**, before me, **E. Sifford**

_____, a Notary Public in and for said **Kern** _____ County,

personally appeared **Michel Etcheverry and Filbert Etcheverry**

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

WITNESS my hand and official seal.

E. Sifford
Notary Public in and for said _____ **Kern** _____ County and State.

My commission expires **June 30**, 19 **67**.

My Commission expires _____, 19____.

(ACKNOWLEDGMENT FOR PARTNERSHIP)

STATE OF CALIFORNIA

COUNTY OF **Kern**

SS

On this **17th** day of **November**, 19 **64**, before me, _____, a Notary Public in and for said _____ County,

personally appeared **Michel Etcheverry and Filbert Etcheverry**

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

WITNESS my hand and official seal.

(SEAL)

E. Sifford
Notary Public in and for said _____ **Kern** _____ County and State

My Commission expires **June 30**, 19 **67**.

FILE NO. 40467

Filed for record at the request of Pioneer Title Insurance Co. of Nevada

Nov. 23, 1964, at 01 minutes past 8 A. M. Recorded in

Book 6 of Official Records, page 247-250, Records of EUREKA

COUNTY, NEVADA.

Fee: \$ 6.95

Willis A. McPaul, Recorder.

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

WHEN RECORDED, MAIL TO

BRANCH

Bank of America
NATIONAL SAVINGS ASSOCIATION

(Address of Branch)

415 BAKESFIELD BRANCH 415
BANK OF AMERICA
BANK OF AMERICA
P.O. BOX 60
BAKESFIELD, CALIF.

Mortgagor.

TO

Bank of America
NATIONAL SAVINGS ASSOCIATION

Mortgagee.

DATED _____, 19__

SPACE BELOW FOR RECORDER'S USE ONLY