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--FILE NO 39230--

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE
STATE OF NEVADA, IN AND FOR THE COUNTY OF ELKO.

ANGLO-CALIFORNIA TRUST COMPANY
(a corporation),
Plaintiff,
-vs-

No. 3293.

Filed
November 16-1925.

M J Keith
Clerk.

J. J. HYLTON RANCHING COMPANY,
(a corporation); J. J. HYLTON,
John Doe, Richard Roe, Jane Doe, Jane
Roe, First Doe, Second Doe, Third Doe,
Fourth Doe, Fifth Doe, Sixth Doe,
First Doe Company (a corporation),
Second Doe Company (a corporation),
Third Doe Company (a corporation), and
Fourth Doe Company (a corporation),
Defendants.

Elko misc BK 789 b14

DECREE OF FORECLOSURE AND SALE

This action having come on regularly for trial on the 16th day of November, 1925, before the Court sitting without a Jury, plaintiff appearing by Charles B. Henderson, Esq., and Messrs. Goodfellow, Wells, Moore & Orrick, its attorneys, defendants J. J. Hylton Ranching Company and J. J. Hylton appearing by Messrs. Griswold & Reinhart, their attorneys, and it having been proved to the satisfaction of the Court that the summons issued herein had been duly and regularly served upon each of the defendants therein (except the defendants John Doe, Richard Roe, Jane Doe, Jane Roe, First Doe, Second Doe, Third Doe, Fourth Doe, Fifth Doe, Sixth Doe, First Doe Company (a corporation), Second Doe Company (a corporation), Third Doe Company (a corporation) and Fourth Doe Company (a corporation)),

And the action having been, on motion of the plaintiff, dismissed as to the defendants John Doe, Richard Roe, Jane Doe, Jane Roe, First Doe, Second Doe, Third Doe, Fourth Doe, Fifth Doe, Sixth Doe, First Doe Company (a corporation), Second Doe Company (a corporation), Third Doe Company (a corporation) and Fourth Doe Company (a corporation), and evidence, both oral and documentary, having been adduced, from which it appeared to the satisfaction of the Court that all the allegations of the plaintiff's complaint are true and are supported by the evidence, and findings of fact having been duly waived herein, and the cause having been submitted for decision, and the Court having heard and duly considered the same and being fully advised in the premises, the Court thereupon ordered a Decree of Foreclosure and Sale to be entered in favor of the plaintiff.

WHEREFORE, the law and the premises considered, it is now, on motion of counsel for plaintiff, ORDERED, ADJUDGED AND DECREED:

FIRST: That there is now due, owing and payable by defendant J. J. Hylton Ranching Company to plaintiff, Angle-California Trust Company, as Trustee for the benefit of the holders and owners of the four hundred thousand (400,000) dollars aggregate principal amount of the First Mortgage Eight Per Cent. Serial Gold Bonds of said defendant J. J. Hylton Ranching Company now outstanding and described in said complaint, in gold coin of the United States, the principal sum of four hundred thousand (400,000) dollars, together with the following sums for interest, to-wit:

- 1. Face amount of interest coupons on said bonds which became due on December 1, 1924 \$16,000.
- 2. Interest on said sum of \$16,000 at the rate of 8% per annum from December 1, 1924, to the date of this judgment \$ 1 230.21
- 3. Face amount of interest coupons on said bonds which became due on June 1, 1925 15,680.
- 4. Interest on said further sum of \$15,680 at the rate of 8% per annum from June 1, 1925, to the date of this judgment 578.41
- 5. Interest on the sum of \$8000 principal amount of bonds, numbered M1 to M8, inclusive, which matured and became due on December 1, 1924, at the rate of 8% per annum from December 1, 1924 to the date of this judgment 615.10
- 6. Interest on the sum of \$392,000 principal amount of bonds at the rate of 8% per annum from June 1, 1925, to the date of this judgment 14,460.44.

said amounts so found, adjudged and decreed to be due, owing and payable for principal and interest aggregating the sum of \$448,564.16.

SECOND: IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all the sums so found, adjudged and decreed to be due, owing and payable by said defendant J. J. Hylton Ranching Company, by and under the terms and provisions of Section First of this decree shall be, and they are declared to be, payable by said defendant with interest thereon at the rate of eight per cent (8%) per annum from the date of this decree to the date of the sale hereinafter ordered.

THIRD: IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all the sums found, adjudged and decreed to be due, owing and payable by defendant J. J. Hylton Ranching Company, under the terms and provisions of Section First of this decree, together with interest on said sums as mentioned in Section Second of this decree, are a lien upon all the property hereinafter described and directed to be sold.

FOURTH: IT IS FURTHER ORDERED, ADJUDGED AND DECREED that there is due, owing and payable by defendant J. J. Hylton Ranching Company to plaintiff, Angle-California Trust Company, in gold coin of the United States, for advances, expenses and disbursements made by plaintiff as such Trustee in connection with the administration of said trusts, pursuant to the provisions of said indenture, the further sum of Nine Hundred and Eighty one and 92/100 Dollars and for its reasonable compensation for its services as such Trustee, the further sum of two thousand (2,000) dollars (which said sum is hereby found to be a reasonable compensation for its services); and about the execution and discharge of its duties as such Trustee) and the further sum of Ten and 92/100 Dollars, its costs incurred in this action. And it is hereby further ORDERED, ADJUDGED AND DECREED that there is due, owing and payable by defendant J. J. Hylton Ranching Company to plaintiff, Angle-California Trust Company, the further sum of Five Thousand dollars as and for a reasonable compensation for the legal services of its attorney, Charles B. Henderson, Esq., and Messrs. Goodfellow, Wells, Moore & Orrick, in and about the maintenance and prosecution of this action (which said sum is hereby found to be a reasonable sum for said legal services); that each of the sums herein in this Section First mentioned, together with interest thereon at the rate of eight per cent (8%) per annum from the date

to the date of the sale hereinafter ordered, is and shall be a lien in favor of said plaintiff upon all said mortgaged property and entitled to preference and priority in payment over the terms mentioned in Sections First and Second hereof.

FIFTH: IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all the sums of money hereinabove in Sections First, Second and Fourth mentioned are liens upon the property hereinafter described and hereinafter ordered and directed to be sold for the payment of all said sums of money and interest, together with the fees and compensation of the Sheriff of the County of Elko, Nevada, hereinafter appointed to execute this decree and to make said sale, and the necessary costs, disbursements and expenses of this action and of said sale, and that the said liens for all said sums of money and interest shall be paid out of the proceeds of such sale of said property in the order hereinafter adjudged, decreed and directed.

The following is a particular description of the property referred to in this decree, and herein directed to be sold, to wit:

All those certain lots, pieces and parcels of land now and heretofore known as and called the "Devil's Gate" Ranch and situate in the County of Elko, State of Nevada, and bounded and more particularly described as follows, to-wit:
In Township Thirty-five (35) North, Range Fifty-seven (57) E., M. D. N. Section Three (3): The West Half (W1/2).

In Township Thirty-seven (37) North, Range Fifty-seven (57) E., M. D. N. Section Two (2): Lot One (1) of the Northeast Quarter (NE1/4); and the Southwest Quarter of the Northeast Quarter (SW1/4NE1/4).
In Township Thirty-eight (38) North, Range Fifty-seven (57) E., M. D. N. Section Fourteen (14): The Southeast Quarter of the Northeast Quarter (SE1/4NE1/4) and the South Half (S1/2).

In Township Forty (40) North, Range Fifty-four (54) E., M. D. N. Section One (1): Lots One (1), Two (2), Three (3) and Four (4); the South Half of the North Half (S1/2N1/2) and the South Half (S1/2).

Section Thirty-two (32): The West Half of the Southwest Quarter (W1/2SW1/4).
In Township Forty (40) North, Range Fifty-six (56) E., M. D. N. Section Thirty-five (35): The East Half of the Northeast Quarter (E1/2NE1/4).

Containing in the aggregate Eight Thousand Four Hundred Forty-four and 47-100 (8444.47) Acres.

Also, all those certain lots, pieces and parcels of land situate, lying and being in the County of Elko, State of Nevada, and now and heretofore known as and called the "Rancho Grande" Ranch, and bounded and particularly described as follows, to-wit:

(NW1/4NW1/4); the East Half of the Northeast Quarter (E1/2NE1/4); and the East Half of the Southwest Quarter (E1/2SW1/4).

Containing Four Hundred and Eighty (488) Acres in the aggregate. TOGETHER with all buildings and improvements situate and being thereon, and all machinery, appliances, tools and equipment, owned by the defendant J. J. Hyton Ranching Company and used in connection with the operation of said property, or any part or parcel thereof, and together with all water, water rights, dams and ditches now or heretofore used upon or in connection with the above described premises, or any part or parcel thereof, belonging or appurtenant thereto.

Section Ten (10): The Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$).

Section Eleven (11): The whole thereof.

Section Thirteen (13): The whole thereof.

Section Fifteen (15): The West Half (W $\frac{1}{2}$); and the Southeast Quarter (SE $\frac{1}{4}$); Northeast Quarter (NE $\frac{1}{4}$).

Section Twenty-one (21): The whole thereof.

Section Twenty-three (23): The whole thereof.

Section Twenty-seven (27): The whole thereof.

Section Twenty-nine (29): The whole thereof.

Section Thirty-one (31): The whole thereof.

Containing in the aggregate Seven Thousand Fifty-three and 82-100 (7532.82) Acres.

In Township Thirty (30) North, Range Fifty-five (55) E., M. D. E.

Section Twelve (12): The West Half of the East Half (W $\frac{1}{2}$ E $\frac{1}{2}$); and the East Half of the West Half (E $\frac{1}{2}$ W $\frac{1}{2}$).

Section Thirteen (13): The East Half of the Southeast Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$); the West Half of the Northeast Quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$); and the East Half of the West Half (E $\frac{1}{2}$ W $\frac{1}{2}$).

Section Twenty-four (24): The East Half of the Northeast Quarter (E $\frac{1}{2}$ NE $\frac{1}{4}$); and the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$).

Containing in all Seven Hundred and Sixty (760) Acres.

In Township Thirty (30) North, Range Fifty-six (56) E., M. D. E.

Section Nineteen (19): The Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$); the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$); the West Half of the Northwest Quarter (W $\frac{1}{2}$ NW $\frac{1}{4}$); the South Half of the Southwest Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$); and the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$).

Section Twenty (20): The Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$).

Section Twenty-eight (28): The Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$); the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$).

Section Twenty-nine (29): The whole thereof.

Section Thirty (30): The East Half (E $\frac{1}{2}$); the East Half of the West Half (E $\frac{1}{2}$ W $\frac{1}{2}$); and the West Half of the Southwest Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$).

Section Thirty-one (31): The East Half (E $\frac{1}{2}$); the East Half of the West Half (E $\frac{1}{2}$ W $\frac{1}{2}$).

Section Thirty-two (32): The North Half (N $\frac{1}{2}$); the South Half of the South Half (S $\frac{1}{2}$ S $\frac{1}{2}$).

Section Thirty-three (33): The Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$); the East Half of the Southeast Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$); the West Half of the East Half (W $\frac{1}{2}$ E $\frac{1}{2}$); and the West Half (W $\frac{1}{2}$).

Containing in all Three Thousand Four Hundred Forty-eight and 86-100 (3448.86) Acres.

In Township Thirty-one (31) North, Range Fifty-six (56) E., M. D. E.

Section Twenty-seven (27): The Northwest Quarter (NW $\frac{1}{4}$).

Containing One Hundred and Sixty (160) Acres.

In Township Twenty-nine (29) North, Range Fifty-five (55) E., M. D. E.

Section Four (4): The North Half of the Northwest Quarter (N $\frac{1}{2}$ NW $\frac{1}{4}$); and the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$).

Section Six (6): The East Half (E $\frac{1}{2}$); the East Half of the Northwest Quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$); and the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$).

Section Seven (7): The Northeast Quarter (NE $\frac{1}{4}$); the West Half of the Southwest Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$); and the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$).

Section Eighteen (18): The Northwest Quarter (NW $\frac{1}{4}$); and the West Half of the Southwest Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$).

Containing in all One Thousand and Eighty and 82-100 (1082.82) Acres.

In Township Twenty-nine (29) North, Range Fifty-five (55) E., M. D. E.

Section Thirteen (13): The Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$).

Section Fifteen (15): The Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$); and the West Half of the Southeast Quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$).

Section Nineteen (19): The Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$); the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$); the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$); and the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$).

Section Twenty (20): The Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$); and the West Half of the Southeast Quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$).

Section Twenty-one (21): The Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$); the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$); and the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$).

Section Twenty-two (22): The Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$); the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$); and the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$).

Containing in all Two Hundred and Eighty (280) Acres.

TOGETHER with all buildings and improvements situate and being thereon, and all machinery, appliances, tools and equipment, owned by the defendant J. J. Hyton Ranching Company and used in connection with the operation of said property, or any part or parcel thereof, and together with all water, water rights, dams and ditches now or hereinafter used upon or in connection with the above described premises, or any part or parcel thereof, belonging or appurtenant thereto.

Also, all those certain lots, pieces and parcels of land now and heretofore known as the "Reinhart Ranch," and situate lying and being in the County of Elko, State of Nevada, and bounded and particularly described as follows, to-wit:

In Township Thirty-two (32) North, Range Fifty-five (55) E., M. D. E.

Section Fourteen (14): The Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$); the East Half of the Southeast Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$); the West Half of the East Half (W $\frac{1}{2}$ E $\frac{1}{2}$); the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$); and the Northwest Quarter (NW $\frac{1}{4}$).

Section Twenty (20): The Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$); the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$); and the West Half of the Northwest Quarter (W $\frac{1}{2}$ NW $\frac{1}{4}$).

Section Twenty-five (25): The Northwest Quarter (NW $\frac{1}{4}$); the East Half of the Southwest Quarter (E $\frac{1}{2}$ SW $\frac{1}{4}$); and the West Half of the Southeast Quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$).

Containing in all Eleven Hundred and Twenty (1120) Acres.

TOGETHER with all buildings and improvements situate and being thereon, and all machinery, appliances, tools and equipment, owned by the defendant J. J. Hyton Ranching Company and used in connection with the operation of said property, or any part or parcel thereof, and together with all water, water rights, dams and ditches now or hereinafter used upon or in connection with the above described premises, or any part or parcel thereof, belonging or appurtenant thereto.

Also, all those certain lots, pieces and parcels of land now and heretofore known as and called the "Dixie Fields," situate, lying and being in the County of Elko, State of Nevada, and bounded and particularly described as follows, to-wit:

In Township Thirty-two (32) North, Range Fifty-four (54) E., M. D. E.

Section Twenty-six (26): The South Half of the Northeast Quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$); the West Half of the South Half (W $\frac{1}{2}$ S $\frac{1}{2}$); and the East Half of the Southwest Quarter (E $\frac{1}{2}$ SW $\frac{1}{4}$).

Section Thirty-four (34): The Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$); and the Southeast Quarter (SE $\frac{1}{4}$).

Containing in all Four Hundred and Forty (440) Acres.

Also, all those certain lots, pieces and parcels of land, now and heretofore known as and called the "Bullion Ranch," situate, lying and being in the County of Elko, State of Nevada, and bounded and particularly described as follows, to-wit:

In Township Thirty-one (31) North, Range Fifty-three (53) E., M. D. E.

Section Twenty-six (26): The Northwest Quarter (NW $\frac{1}{4}$); the South Half of the Southeast Quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$); and the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$).

Containing in all One Hundred and Sixty (160) Acres.

TOGETHER with all buildings and improvements situate and being thereon, and all machinery, appliances, tools and equipment, owned by the defendant J. J. Hyton Ranching Company and used in connection with the operation of said property, or any part or parcel thereof, and together with all water, water rights, dams and ditches now or hereinafter used upon or in connection with the above described premises, or any part or parcel thereof, belonging or appurtenant thereto.

Also, all those certain lots, pieces and parcels of land, situate, lying and being in the County of Elko, State of Nevada, and now and heretofore known as and called the "Twin Creek" Ranch, and bounded and more particularly described as follows, to-wit:

In Township Twenty-eight (28) North, Range Fifty-five (55) E., M. D. E.

Section Fifteen (15): The South Half of the Southwest Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$).

Section Sixteen (16): The Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$).

Section Twenty (20): The East Half of the West Half (E $\frac{1}{2}$ W $\frac{1}{2}$).

Section Twenty-one (21): The East Half of the West Half (E $\frac{1}{2}$ W $\frac{1}{2}$); the West Half of the West Half (W $\frac{1}{2}$ W $\frac{1}{2}$); and the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$).

Section Twenty-seven (27): The East Half of the Southeast Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$); and the West Half of the East Half (W $\frac{1}{2}$ E $\frac{1}{2}$).

Section Thirty-four (34): The Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$); and the East Half of the Northeast Quarter (E $\frac{1}{2}$ NE $\frac{1}{4}$).

Section Thirty-five (35): The West Half of the Northwest Quarter (W $\frac{1}{2}$ NW $\frac{1}{4}$); the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$); the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$); the East Half of the Southwest Quarter (E $\frac{1}{2}$ SW $\frac{1}{4}$); and the West Half of the Southwest Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$).

In Township Twenty-seven (27) North, Range Fifty-five (55) E., M. D. E.

Section Two (2): The Northeast Quarter (NE $\frac{1}{4}$).

Containing in all One Thousand Three Hundred Sixty-one and 84-100 (1361.84) Acres.

TOGETHER with all buildings and improvements situate and being thereon, and all machinery, appliances, tools and equipment, owned by the defendant J. J. Hyton Ranching Company and used in connection with the operation of said property, or any part or parcel thereof, and together with all water, water rights, dams and ditches now or hereinafter used upon or in connection with the above described premises, or any part or parcel thereof, belonging or appurtenant thereto.

Also, that cor. in Ranch now and heretofore known as and called the "Pearl Creek" Ranch, situate, lying and being in the County of Elko, State of Nevada, and bounded and particularly described as follows, to-wit:

In Township Twenty-eight (28) North, Range Fifty-five (55) E., M. D. E.

Section One (1): The Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$).

Section Two (2): That portion of the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$), and heretofore deeded to E. H. Furch.

Section Twelve (12): The Northwest Quarter (NW $\frac{1}{4}$); the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$); the West Half of the Southeast Quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$); and the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$).

Containing Three Hundred Ninety-five (395) Acres, more or less.

TOGETHER with all buildings and improvements situate and being thereon, and all machinery, appliances, tools and equipment, owned by the defendant J. J. Hyton Ranching Company and used in connection with the operation of said property, or any part or parcel thereof, and together with all water, water rights, dams and ditches now or hereinafter used upon or in connection with the above described premises, or any part or parcel thereof, belonging or appurtenant thereto.

Said lands containing in all Forty-five Thousand Six Hundred Forty-two and 72-100 (45642.72) Acres, more or less, and being all of the lands, water and water rights, situate, lying and being in Elko County, State of Nevada, owned or claimed by the defendant J. J. Hyton Ranching Company, whether said lands, water and water rights are correctly enumerated and described herein and above or not, or at all.

Also, all of the right, title and interest of the defendant J. J. Hyton Ranching Company and of the right, title and interest that said defendant J. J. Hyton Ranching Company might thereafter acquire, in and to all those certain lots, pieces and parcels of land situate, lying and being in the County of Elko, State of Nevada, and bounded and particularly described as follows, to-wit:

Township Thirty (30) North, Range Fifty-six (56) E., M. D. E.

Section Nineteen (19): The North Half of the Northwest Quarter (N $\frac{1}{2}$ NW $\frac{1}{4}$); and the West Half of the Southwest Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$).

Section Thirty-two (32): The North Half of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$).

Section Thirty-three (33): The North Half of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$); and the West Half of the Southwest Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$).

Containing Three Hundred and twenty (220) Acres, more or less; and

TOGETHER with all buildings and improvements situate and being thereon, and all machinery, appliances, tools and equipment owned by the defendant J. J. Hyton Ranching Company, and used in connection with the operation of said premises, or any part or parcel thereof, and together with all water, water rights, dams and ditches now or hereinafter used upon or in connection with the above described premises, or any part or parcel thereof, or belonging or appurtenant thereto.

TOGETHER with all property, exclusive of any livestock and livestock or brands, which the defendant J. J. Hyton Ranching Company now owns.

TOGETHER WITH THE THIRTY-SEVEN THOUSAND SEVEN HUNDRED AND SEVENTY-TWO (37772) ACRES, MORE OR LESS, AND THE INTEREST THEREIN, WHICH THE DEFENDANT J. J. HYTON RANCHING COMPANY NOW OWNS.

SEVENTH: IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the said mortgaged lands and premises and all other property covered by the indenture of December 1, 1921, executed by defendant J. J. Hylton Ranching Company to plaintiff, or so much thereof as may be necessary, be sold by the Sheriff of the County of Elko, Nevada; that said Sheriff is hereby directed to execute this decree and to make a sale of said properties hereinabove described, and to make a sale of said properties in the manner prescribed by law, and the sum of ten (10) dollars is hereby fixed as the compensation to be paid to said Sheriff for his services, in lieu of all other commissions provided by law; that all of said properties shall be sold in one lot or parcel and as an entirety, and not in separate parcels, and the bidder making the highest bid shall, upon the acceptance of his bid, deposit with said Sheriff the sum of not less than ten (10) per cent. of the amount of such bid in cash or by certified check or checks upon any bank, banking or trust company of the State of Nevada, or of the City and County of San Francisco, State of California, acceptable to said Sheriff.

EIGHTH: IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon the acceptance of any bid by said Sheriff at said sale the purchaser or purchasers, his or their successors or assigns, shall, after the application thereto of any amounts theretofore deposited in cash or by certified check, make payment in cash to said Sheriff of such an amount as shall be necessary to pay and satisfy the costs of this action and all the proper expenses of sale, including the compensation of said Sheriff and the expense of advertising notice of sale of said property and a sum sufficient to pay for United States documentary stamps to be affixed to said Sheriff's certificate, and also the sums hereinabove in Section Fourth hereof directed to be paid for advances, expenses and disbursements made by said Trustee and the further sums directed to be paid as compensation for said Trustee under said indenture and as compensation for its attorneys; the balance of the purchase price not hereinbefore required to be paid in cash may be paid either in cash or the purchaser may satisfy or make good the balance of his bid, either in whole or in part, by turning in to be paid and canceled, or to have payment on account credited thereon, said bonds of defendant J. J. Hylton Ranching Company and unpaid and matured interest coupons appertaining thereto entitled to share in the distribution of the proceeds of said sale, and such purchaser shall be credited therefor on account of the purchase price with such sums as would be payable in cash on such bonds and coupons out of the net proceeds of the sale if the whole amount of the purchase price were paid in cash.

NINTH: IT IS FURTHER ORDERED, ADJUDGED AND DECREED that plaintiff herein or any holder or holders of said bonds may bid for and purchase said property at any sale under this decree; the Sheriff may, in his discretion accept temporarily, instead of bonds and coupons as permitted in Section Eight hereof, a certificate of said plaintiff, Angle-California Trust Company, that it holds bonds of defendant J. J. Hylton Ranching Company or unpaid past due interest coupons thereof subject to the order of the Sheriff and will deliver the same to him on demand for cancellation, stamping, or other disposition according to the terms of this decree.

TENTH: IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon the sale being made as provided in this decree the proceeds of such sale shall be distributed and applied as follows, to-wit:

(1) To the payment of all costs of such sale and of this action, including the compensation hereinbefore fixed for the Sheriff and the cost of advertising notice of such sale and the cost of United States documentary stamps to be affixed to the certificate of said Sheriff.

(2) To the payment to Angle-California Trust Company of the sums in Section Fourth hereof found, adjudged and decreed to be payable.

(3) To the payment to Angle-California Trust Company, as Trustee for the benefit of the holders and owners of said bonds, of the whole amount hereinbefore in Section First hereof decreed to be due and owing, and unpaid for the principal and interest and premium on said bonds, with interest thereon as provided in Section Second hereof; provided that in the event that the purchaser shall have, under the provisions of Section Eighth hereof, surrendered for application on account of the purchase price bonds and unpaid past due interest coupons appertaining thereto, the amount credited upon the purchase price on account of such surrender of such bonds and coupons shall be deducted from the amount to be paid to said Angle-California Trust Company, as Trustee, and the sum paid to said Angle-California Trust Company, as Trustee in that event shall be distributed only to the holders of such bonds and coupons as shall not have been surrendered for application upon the purchase price.

(4) The surplus after making the payment hereinabove directed to be made, if any, shall be paid to defendant J. J. Hylton Ranching Company.

ELEVENTH: IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon full payment by the successful bidder, or by the assignee or nominee of the successful bidder, of the amount of his bid in any of the manners hereinabove in Section Eighth provided, the Sheriff shall execute in duplicate his certificate of sale in the manner and form required by law of all the property which is herein and hereby directed to be sold, and shall deliver one of said certificates of sale to the purchaser at said sale, or to his assignee or nominee, and shall record the other certificate of sale in the office of the County Recorder of the County of Elko, State of Nevada.

TWELFTH: IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, upon execution by said Sheriff to the purchaser at said sale of a deed of conveyance of the property sold, the defendants herein and all persons claiming, or to claim, under them, or any of them, shall be forever barred and foreclosed of all right, title, claim, interest, lien and equity of redemption of, in and to all and every part of said property hereby directed to be sold, and that the said purchaser be let into the possession thereof and that, in case the said purchaser be refused such possession, a writ of possession issue, without further notice, requiring the Sheriff of the county in which said property is situated to place and maintain the said purchaser in quiet and peaceful possession of the lands or premises purchased by him, and the whole thereof.

THIRTEENTH: AND IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Sheriff shall make his report and return to this Court of the said sale and of all his proceedings hereunder within the time allowed by law or such further time as the Court may grant, and if from the said report it shall appear that the proceeds of the sale shall have been insufficient to pay all the sums and amounts found due and payable and directed to be paid as aforesaid and a deficiency remains, then judgment for the amount of such deficiency, with interest thereon from the date of said sale at the rate of eight (8) per cent. per annum, shall be entered and docketed, payable in gold coin, against defendants J. J. Hylton Ranching Company and J. J. Hylton and in favor of the plaintiff, Angle-California Trust Company, as Trustee for the benefit of the holders and owners of said bonds, and that plaintiff have execution against said defendants J. J. Hylton Ranching Company and J. J. Hylton for the amount of the judgment so docketed.

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Done in open Court this 16th day of November, 1925.

J. M. McNameara.
Judge of the District Court.

STATE OF NEVADA)
COUNTY OF ELKO) ss.

I, M. J. Keith, County Clerk and Ex-Officio Clerk of the District Court of the Fourth Judicial District of the State of Nevada, in and for the County of Elko, do hereby certify that the annexed is a full, true and correct copy of Decree of Foreclosure and Sale Anglo-California Trust Company, a corporation, Plaintiff vs. J. J. Hylton Ranching Company, a corporation, et al Defendants as the same appears on file and of record in my office.

WITNESS my hand and the seal of said Court affixed, this 16 day of November A.D., 1925.

(Seal)

M J Keith
Clerk.

Filed for record at request of C. P. Henderson on the 18 day of Nov 1925 at 4 o'clock P M.,

Wm Rigsby
County Recorder.

INDEXED

CERTIFICATION OF COPY
STATE OF NEVADA)
COUNTY OF ELKO) ss.

I, JERRY D. REYNOLDS, the duly elected and qualified Recorder of Elko County, in the State of Nevada, do hereby certify that this is a true, full and correct copy of the instrument on record in this office. IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of my office, in Elko, Nevada this

1st day of April A.D. 1923
JERRY D. REYNOLDS, COUNTY RECORDER

By: *Burke Jensen Deputy*
(SEAL)