

That Geo. E. Hyde is the President of the mortgagor corporation and makes this affidavit as such officer and for and in behalf of said corporation; that W. C. Barkaloo is the Inst. Vice-President of the mortgagee corporation and makes this affidavit as such officer of said mortgagee corporation and for and in its behalf.

GEO. E. HYDE Pres.

W. C. Barkaloo -

Subscribed and sworn to before me this 2nd day of July A. D.

1923

(NOTARIAL SEAL)

A.A. Caldwell Notary Public in and for
the County of Santa Clara, State of
California.

FILING NO B-13350

Filed for record at the request of Garden City Branch Mercantile Trust Co., San Jose Cal. Jul 2 1923, at 55 min past 1 o'clock P. M.

R. J. FLAHERTY RECORDER

Sgt G. Tully Deputy Recorder

and C. R. S.

signed by *L. B. Smith*

THIS MORTGAGE made the 1st day of May, A. D. 1923, by Geo. E.

Hyde & Co., a corporation organized and existing under and by virtue of the laws of the State of California, mortgagors, to M. E. Lennon, of the County of Santa Clara, State of California, mortgagee.

Witnesseth that the said mortgagor mortgages to the said mortgagee all that certain personal property situated and described as follows, to wit:

Situate at the packing plant of the mortgagor situate in the town of Campbell, County of Santa Clara, State of California, described as follows, to wit:

- 1 Bench Locker
- 184 ft Wheel Conveyor
- 1 G. E. P. Motor
- 1 can Stacking Machine Elevator & Motor complete
- 500 ft can Conveyor complete
- 1 12" Belt Conveyor to Peeler
- 1 5 H. P. Motor
- 6 Warehouse Trucks
- 6 Platform Trucks
- 240 ft 10" Belt Box Conveyor complete with motor
- 125 Webber adjustable stools
- 100 west "
- 25 Cutting Tables
- 42 Paint Cabinets
- 120 ft. Roller Conveyor
- 500 Can Trays
- 1 Smith peach grader
- 1 7 1/2 H. P. Lincoln Motor & Starter
- 100 ft. Can Conveyor
- 11 Iron Shutes
- 1 2 H. P. G. E. Motor Worm drive
- 1 7 Blade R. & C. Slicer
- 1 9 Blinds
- 2 26 ft. Canning Tables Premier Machines Co.
- 4 21 ft. Smith Mfg. Co Canning Tables
- 2 24 ft. Iron Canning Tables (Smith Mfg. Co.)
- 2 20 ft. Iron Slicer Tables " "
- 2 20 ft. Iron Peer Canning Tables " "
- 512 ft. 1 Iron Pipe for Syrup
- 1 Chain Elevator
- 1 Brown Portable Slaughter complete
- 1 Knapp Labeling Machine # 2 1/2

1 Knapo Labeling Machine complete
 8 2-wheel warehouse trucks
 1 Ideal # 1 Staccio cutting machine
 10 8 ft. sec. wheel conveyor
 1 20 ft. elevator
 1 22 ft. Can elevator
 150 ft. can conveyor
 1 Troyer-Max copper # 24 Machine Number 13
 1 Day baking machine complete
 1 #10 Syroper Machine #18
 4 #24 Syroper Machine numbered 10
 1 #24 Syroper machine number 5
 1 #12 Syroper machine number 5
 1 8' Hawkins exhaust box
 6 14' Hawkins Exhaust Boxes
 1 16' Hawkins Exhaust Box
 2 Iron Pitting Tables
 3 wats for cooking cans
 1 air hoist
 3 platform trucks
 1 gal. can drainer
 14 sheetings
 1 Ford Truck with large enclosed body complete number 240812
 3 50 E. P. trailers complete with all pipe fittings & pipe
 1 ton
 3 Worthington pumps complete
 1 looper
 2 scales 3 x 4
 10 3 E. P. electric motors complete with attachments
 8 2 E. P. electric motors complete with attachments
 4 5 E. P. Motors complete with electric attachments
 2 7½ E. P. Electric Motors complete with attachments
 120 Pulleys
 5 8 ft sections roller conveyor
 1 Spiral roller conveyor
 1 3 E. P. G. E Motor
 1 Fairbanks Motor 2 H. P.
 1 H. P. Wagner Motor
 1 5 H P. Allis chalmers motor
 1 Merchandise conveyor complete
 1 Northrup Lidding machine #274
 1 Northrup machine #404 (double)
 1 Doig mailing machine #3649
 1 Doig mailing machine #3468
 1 Northrup Box crimping machine
 1 sanding machine
 1 100 Row & Frame
 1 safety safe
 23 tables 3' x 3'
 98 common dinning chairs
 1 Large Montague Range & Pipe
 77 Service Trays
 1 Addressograph-B.14374-Model A. S Addressograph Co., Chicago
 1 Underwood typewriter
 1 Mimeograph
 1 Ford Auto Truck with special body Engine No 2814865
 1 Ford Auto Truck with special body Engine No 2848895
 1 Typewriter desk
 2 Roll Top desks
 4 Filing cabinets
 2 Sonstrand adding machines & Stands, numbered 26469 and
 1 Phone system 19500
 1 Roller Counter Switch complete
 1 large Howe platform scale
 1 Barnes Drill Press
 1 Best Pipe Threading Machine
 1 Morgan Balling machine #8958
 2600 fruit trays
 80 packing台cales
 1 5 H. P. General Electric Starter Curtis Air Compressor 6 x 6
 13,000 50 lb. Lug Boxes
 18,000 40 lb. Lug Boxes
 1 Draper for Green Apricots to Grader--Not used
 1 Air Boil
 1 2 1/2 E. P. Motor with starter
 1 3 E. P. G. E. Motor
 1 1" Stage Centrifugal Pump
 19 Cooking Coolers
 19 Cooking Coolers Trunks
 2 18" P & C Agitating Coolers # 2 1/2
 3 Forno Regulators for coolers
 1 18" Agitation Cokers B E C #10
 10 Cooking Vats 3m 6 x 22" depth
 1 Can Polishing machine with E H. P. Motor & Starter
 2 4" Double Acting Vacuum Pump
 1 Elevator conveyor for tins and equipment
 7 Seats 9 1/2 x 12 x 3 Army covering
 2 Carts for dry yards
 1 Brine Shaker
 5000 Can Trays
 3 Reeves Variable Transmissions
 4 8 ft. Roller conveyor
 18 8 ft. wheel conveyor

4 8ft wheel conveyors \$268 40 lb Lug boxes
 1 48 ft. Sorting Table
 1 34 ft San Jose Processor
 1 20" x 27" Frame Shaker
 1000 tray stands 120 dish pans
 2800 Tin cans
 16 150 Gal Galvanized tanks
 1 Copper Kettle
 68 16" Pioneer Hangers
 37 20"
 245 ft. Shafting
 506 4" Belts Belt
 964 ft. 5" Belts
 50 ft Metal Belt 5 ft
 1 5 H. P. Motor
 1 3 H. P. Motor
 1 Smith Pie Foundry
 1 Exhaust Pipe line with fans & lead pipe
 1 sugar conveyor
 9 Tyco regulators
 also all machinery, canning apparatus, packing trays, machinery of all kinds
 and nature hereafter purchased, or that may be owned by the mortgagor during
 the existence of this mortgage, as security for the payment to the said mort-
 gagee, of Sixty Thousand Dollars, Gold Coin of the United States of America, on
 the first day of May, A. D. 1928, with interest thereon according to the terms
 and conditions of those certain promissory Notes of even date herewith,
 executed by the mortgagor to the mortgagee described as follows, to wit:

1 promissory note for	\$20,000.00 principal
1 promissory note for	10,000.00 "
1 " " "	5,000.00 "
4 " " "	500.00 "
25 " " "	1,000.00 "

It is also agreed that if the mortgagor shall fail to make
 any payment, as in either of the said promissory note or notes, or in this
 mortgage provided, or fails to perform any of the conditions in this mortgage
 provided, then, at the option of the mortgagee, her heirs or assigns, the whole
 of the indebtedness for which this mortgage is given shall be immediately due
 and payable, and the mortgagee may take possession of said property, using all
 necessary force so to do, and may immediately proceed to sell the same and from
 the proceeds pay the whole amount in said note or notes specified, or at the op-
 tion of said mortgagee, foreclose this mortgage by action; it is agreed that
 in case the mortgagee, or her assigns, take possession of said property, that
 it may be sold in the following manner: Notices of the sale of said property
 shall be given by posting three notices in three public places in the Township
 where said property is to be sold; said notices shall state the time, place
 and terms of the sale, with a general description of the property to be sold,
 and at the time stated, or to which the sale may be continued, the mortgagee,
 her heirs or assigns, may at her option proceed to sell said property, as a
 whole or each article, or animal [as the case may be] separately, and from the
 proceeds pay the expenses of giving notice of the sale, the expenses of keeping
 said property prior to sale, an Attorney's fee of two per cent of the amount
 due on said note or notes and a fee to the mortgagee of one per cent for mak-
 ing said sale, the amount due the mortgagee, on the notes and this mortgage,
 and the satisfaction of any other liens on the property covered by this mort-
 gage, (if the mortgagee deems it necessary to pay the same) and lastly, the
 surplus, if any there be, to the mortgagee.

In case of foreclosure of this mortgage, the mortgagor, out of the money arising from such sale, may retain the unpaid principal and interest together with the costs and charges of foreclosure and sale, including reasonable fees at the rate of twenty-five per cent of the amount found to be due on said note or notes and mortgage, which fee is due on filing the complaint, and this mortgage is intended to secure and does secure, the payment of all charges, expenses and fees hereinabove mentioned.

It is also agreed that if the mortgagor shall fail to make any payment as in the promissory note or notes, or in this mortgage provided, or if the mortgagor fail to take proper care of the property covered by this mortgage, or (in all of which the mortgagor is to be the sole judge) the mortgagor is entitled to the immediate possession of the property herein described, and, at the mortgagor's option she may have a receiver appointed by the Court in which the action is pending to immediately take charge of said property and keep it for the sum until sold, and the reasonable charge for keeping said property, including said keeper or receiver's fees is deemed secured by this mortgage, and is charged as an expense in said action.

It is also agreed that the mortgagor may be a purchaser at the sale.

The said mortgagor in consideration of the money loaned by, the mortgagor hereby warrants that it is the sole owner of said property, and that said property is fully paid for and unencumbered.

IN WITNESS WHEREOF the said mortgagor has caused these presents to be executed by its president and secretary therunto first duly authorized the day and year first above written.

(CORPORATE SEAL)

GEO. E. HYDE & CO. a corporation

By Geo. E. Hyde (Seal)
President

By A. V. Peterson (Seal)
Secretary

Signed, sealed and delivered in the presence of

STATE OF CALIFORNIA }
| SS
COUNTY OF SANTA CLARA)

On this 2nd day of July A. D. 1923,
before me A. A. Caldwell a Notary Public
in and for the County of Santa Clara, State of California, residing therein,
fully commissioned and sworn, personally appeared Geo. E. Hyde, and A. V. Peter-
son known to me to be the President and Secretary respectively, of Geo. E.
Hyde & Co. the corporation that executed the within instrument and to be the
persons who executed the within instrument on behalf of said corporation, and
they acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my
official seal, at my office in the County of Santa Clara, the day and year in
this certificate first above written.

(NOTARIAL SEAL)

A. A. Caldwell Notary Public in and for
the County of Santa Clara, State of
California.

STATE OF CALIFORNIA }
COUNTY OF SANTA CLARA }
1925

Geo. E. Hyde President of Geo. E. Hyde
& Co., a corporation the mortgagor

is the foregoing mortgage named, and M. E. Lennox, the mortgagor, in said mort-
gage named, each being duly sworn, each for himself doth depose and say:
That the aforesaid mortgage is made in good faith and without any design to
bind, delay or defraud any creditor or creditors, that Geo. E. Hyde is the
President of the mortgageor corporation and makes this affidavit, as such
officer of said corporation and for and in its behalf.

Geo E. Hyde

M. E. Lennox

Subscribed and sworn to before me this second day of July
1925.

(NOTARIAL SEAL)

A. A. Caldwell Notary Public in and
for the County of Santa Clara, State
of California

FILING NO B-13331

Mailed for record at the request of Garden City Branch Mercan-
tile Trust Co Jul 2 1925 at 57 min past 1 o'clock P. M.

B. J. HANBERRY RECORDER

Syl C. Tully Deputy Recorder

and G. J. O'Gorman

separated by *L. Donnelly*

RECORDED
ON ORIGINAL
NOTE

20

M. E. LENNOX

THIS DEED OF TRUST made the 1st day of May A. D. 1925,

between George E. Hyde & Co., a corporation organized and existing under and
by virtue of the laws of the State of California, as trustee; and San Jose
Abstract & Title Insurance Co., a corporation organized and existing under
the laws of the State of California, of the County of Santa Clara, State of
California as trustee and M. E. Lennox as beneficiary.

WITNESSETH: That said trustee hereby grant convey and confirm
unto said trustee the following described real property situated in the Town
of Campbell County of Santa Clara, State of California to-wit:

PARCEL 1 Lots Twenty-two (22) Twenty-three (23) Twenty-four (24)
Twenty-five (25) Twenty-six (26) Twenty-seven (27) Twenty-eight (28) Twenty-
nine (29) Thirty (30) and Thirty-one (31) in Block Two(2) of Rucker's
Addition in the said Town of Campbell, according to a Map of said Addition
of record in the office of the County Recorder of the County of Santa Clara,
State of California in Book F of Maps, at page 39, records of said County.

PARCEL 2 The North Sixty (60) feet of Lot Number Six (6)
in the "Campbell Tract" in the Town of Campbell as said tract is laid out
and designated on a certain map filed for record in the Recorder's office of
said Santa Clara County, on January 3rd, 1888 and recorded in Book "O" of
Maps, at page 49, of the records of said Recorder's office. The property
herein described is more particularly described as follows:

Part Recd. 10/26
Book 27
Page 49
Official Recorder