

Filled for record at the request of San Jose Abstract and Title Insurance  
Co. Aug 17, 1932 at 15 min. past 10 o'clock A. M.

Fee 2.75

2MF

CHARL. A. PAYNE, RECORDER

Compared Doc. *M. L. Lee*

J. H. Thomas, Deputy Recorder

Compared Book *A. L. Lee*Compared Page *A. L. Lee*

CHART INDEX

I, Beulah Lee, single, in consideration of (\$10.00) Dollars to me in hand paid, the receipt of which is hereby acknowledged, do hereby grant to W. H. Lee, all that real property situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

BEGINNING at a point on the northerly line of Vestal Avenue distant thereon Two Hundred Twenty (220) feet westerly from the point of intersection of the northerly line of Vestal Avenue with the westerly line of Seventeenth Street, formerly Fourteenth Street, running thence northerly and parallel with the westerly line of Seventeenth Street one hundred Fourteen and 25/100 (114.25) feet; thence westerly and parallel with the northerly line of Vestal Avenue Forty and 68/100 (40.68) feet to a point in the easterly line of Sixteenth Street; thence southerly along the easterly line of Sixteenth Street one hundred fourteen and 25/100 (114.25) feet to the intersection thereof with the northerly line of Vestal Avenue; thence easterly along the northerly line of Vestal Avenue forty and 68/100 (40.68) feet to the point of beginning.

TO HAVE AND TO HOLD to the said grantee, his heirs and assigns.

WITNESS my hand this 18th day of July, 1932.

Beulah Lee

STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

E. J. Stoppelworth, a Notary Public in and for said County, personally appeared Beulah Lee, single, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that she executed the same.

WITNESS: my hand and official seal.

(NOTARIAL SEAL)

E. J. Stoppelworth, Notary Public in and for the  
County of Santa Clara, State of California

FILING NO. E-13674

Filled for record at the request of San Jose Abstract and Title Insurance  
Co. Aug 15, 1932 at 22 min. past 1 o'clock P. M.

Fee 1.00 4f

Compared Doc. *M. L. Lee*

CHARL. A. PAYNE, RECORDER

Wright Allen, Deputy Recorder

Compared Book *A. L. Lee*

CHART INDEX

THIS MORTGAGE, made this 17th day of August A. D. 1932 by Fred E. Lester and June A. Lester, his wife, of the County of Santa Clara, State of California, by occupation farmers, Mortgagors, to Higgins-Ryde Packing Co. a corporation, Mortgagee.

WITNESSETH: That the said mortgagors do hereby mortgage to the mortgagee the following described personal property; all crops of prunes grown by them on the following described real property, in the year 1932:

PARCEL NO. ONE:

All that certain real property situate in the County of Santa Clara, State of California, described as follows:

The northwest 1/4 of the southeast 1/4 of Section 25, Township 7 South Range 1 West, M. D. M.

EXCEPTING therefrom that portion thereof conveyed by Nathan L. Lester and Will E. Lester to San Jose-Los Gatos Interurban Railway Company, a corporation, by deed dated September 27, 1904 and recorded October 18, 1904 in Volume 283 of Deeds, at page 276, Santa Clara County Records, described as follows:

BEGINNING at a point on the southerly line of Hamilton Avenue, said point being distant 129.52 feet more or less, easterly from the southeasterly corner of the Los Gatos Road and Hamilton Avenue; thence westerly by an angle of 5° 27' 1/2" to the left with the southerly line of Hamilton Avenue, 24.17 feet, more or less; thence westerly by an angle of 5° 15 1/2" to the left 24 feet, more or less; thence westerly by an angle of 5° 27' to the

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left, 23.75 feet, more or less; thence westerly by angle of  $8^{\circ} 21' 2/4''$  to the left, 55.35 feet, more or less; thence by a curved line with a radius of 96 feet tangent to which makes an angle of  $4^{\circ} 48' 3/4''$  with the last above named course at the point of intersection with said course, a distance of 53.69 feet, more or less, to a point on the easterly line of the Los Gatos Road, distant 56.82 feet, more or less, from the southeasterly corner of Hamilton Avenue and Los Gatos Road; thence along said easterly line of Los Gatos Road, 56.82 feet, more or less, to the southeast corner of the Los Gatos Road and Hamilton Avenue; thence by an angle of  $89^{\circ} 40'$  right 123.62 feet, more or less, along said southerly line of Hamilton Avenue to the point of beginning.

CONTAINING .04144 acres, more or less.

PARCEL NO. TWO:

All that certain real property situate in the County of Santa Clara, State of California, described as follows:

BEGINNING at a stake marked  $2/3$  standing on the easterly line of the White Road, from which stakes a  $2' \times 3'$  stake marked B-8 standing at the most southerly corner of that certain 101.46 acre tract of land deeded by Elilan K. White to Martin L. Jones, by Deed dated October 28, 1896 and recorded in Volume 87 of Deeds page 57, bears South  $31^{\circ} 15' 17.576$  chains; running thence along the easterly line of said White Road, North  $31^{\circ} 15' 27.176$  chains to a point in the center of the Penetencia Creek; thence along the middle of said Creek following its meanderings up stream with the following courses and distances: North  $47^{\circ} 35'$  East 3.14 chains, North  $67^{\circ} 35' 2.38$  chains, North  $75^{\circ} 20' 5.50$  chains, North  $85^{\circ} 50' 2.50$  chains, north  $42^{\circ} 20' 5.58$  chains, north  $88^{\circ} 30' 2.18$  chains, north  $85^{\circ} 35' 1.80$  chains, and south  $85^{\circ} 35' 1.786$  chains to the most northerly corner of the aforementioned 101.46 acre tract; thence along the northeasterly line of said 101.46 acre tract, south  $71^{\circ} 15' 23.80$  chains to a stake marked 1/6; thence south  $59^{\circ} 04' 22.995$  chains to the point of beginning.

CONTAINING 60.455 acres, and being a portion of the Pala Rancho, excepting 1.46 acres contained in the Penetencia Creek Road, which said Road runs along the south bank of the Penetencia Creek.

SEIZED: One (1) Studebaker automobile

One (1) 30 h. p. Best Tractor

As security for the payment to the mortgagee of the sum of Four Thousand Five Thirty-five and 44/100 Dollars (\$4,535.44), according to the terms of five promissory notes, executed and delivered by the mortgagors to the mortgagee, and described as follows:

1st: Note to Higgins-Hyde Packing Co. for the principal sum of \$1500.00, dated December 2, 1931, and payable November 1, 1932.

2nd: Note to Higgins-Hyde Packing Co. for the principal sum of \$1,000.00, dated March 9, 1932, and payable November 1, 1932.

3rd: Note to Higgins-Hyde Packing Co. for the principal sum of \$555.44 dated April 20, 1932, and payable October 15, 1932.

4th: Note to Higgins-Hyde Packing Co. for the principal sum of \$1,000.00 dated March 9, 1932, and payable November 1, 1932.

5th: Note to Higgins-Hyde Packing Co. for the principal sum of \$400.00 dated July 1, 1932 and payable November 1, 1932.

And this Chattel Mortgage is also given to secure any further advances made and loaned to the mortgagors by the mortgagee, which together with the sums already advanced on the above mentioned notes will not exceed Seven Thousand and 20/100 Dollars (\$7000.00).

Said mortgagors promise that they will properly attend to, care for and protect said crop until the same shall be ready for harvesting, and then harvest and prepare the same for market, and when so prepared, deliver the marketable product to the mortgagee to be by it sold and disposed of for the best price obtainable; and the proceeds of sale shall be applied to the payment of the debt hereby secured, and any further advances made as hereinbefore set forth, with interest according to the terms of said promissory notes, together with any sums paid or charges incurred by said mortgagee in making said sales, or under any provision hereof, and any surplus of said proceeds remaining shall be paid to said mortgagors.

If default be made by said mortgagors in the performance of any promise by them herein contained, then said mortgagee is hereby empowered to enter upon the premises above described, and to take possession of said crop, and to take such measures as it may deem necessary or proper for the care, protection, harvesting or marketing thereof, and any money expended, or charges incurred, by it in so doing shall be deemed a debt due from the mortgagors and secured hereby; said mortgagee is hereby also empowered, at any time during the continuance hereof,

