

Book ?, page 104, Indenture

J. S. Crain to J. J. Buckins

Feb 12, 1872, page 1 of 2

(first file date Feb 10, 1872)

		<p>James E. Baine Do J. J. Buckins</p>	<p>This Indenture made the Tenth day of February in the year of our Lord Eighteen hundred and seventy two, Between James E. Baine of the County of Alameda, County, State California of the first part and J. J. Buckins of Butte County, said State, of the second part Witnesseth, That the said party of the first part for and in consideration of the sum of Four Hundred Dollars Gold Coin of the United States of America him in hand paid by the said party of the second part, all before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged He as remised, released and quit- claimed, and by these presents doth remise, release and quit- claim unto the said party of the second part and to his heirs and assigns forever All that certain lot, piece or parcel of land, lying and being in the Town of Oroville, County of Butte, State of California known and described as part of Lots One (1) and Two (2) in Block No One (1) of said Town, commencing at the Corner of Bird and Huntoon Streets, Thence along the line of Bird Street One Hundred and thirty six (136) feet Thence at right-Angles Southwary One</p>
Page 104	U.S. Rest 50 Cents Canceled		
Part of lots 1 & 2 in Block 1 in Oroville, Ca Corner of Bird & Huntoon Sts for \$400			

J. S. Crain to J. J. Buckins

Feb 12, 1872, page 2 of 2

(first file date Feb 10, 1872)

and and Thirty two (32) feet, Thence at right-angles Fifty six (56) feet  
westerly, Thence at right-angles Northerly Thirty Three (33) feet, Thence  
at right-angles Westerly Eighty feet to the line of Huntington Street, Thence  
along the line of Huntington Street Ninety nine (99) feet to the place  
of beginning

Together with all and singular the tenements, hereditaments and  
appurtenances thereunto belonging or in any wise appertaining  
and the reversion and reversions, remainder and remainders  
rents, issues and profits thereof, And also all the estate, right-  
title, interest, property, possession, claim and demand whatsoever  
as well in law as in equity, of the said party of the first part, of  
in or to the above described premises, and every part and parcel  
thereof with the appurtenances.

To Have and to Hold all and singular the above mentioned  
and described premises, together with the appurtenances unto the  
said party of the second part, his heirs and assigns forever.

In Witness Whereof, the said party of the first part, has hereunto set  
his hand and seal, the day and year, first above written.

Signed, sealed and delivered in the presence of John W Sessions } James E Baine Seal

State of California }  
County of Alameda }

On this Tenth day of February A D One  
Thousand Eight Hundred and Seventy two, before me John W Sessions  
a Notary Public in and for said County, duly commissioned and  
sworn, and therein residing, personally appeared the within named  
James E Baine whose name is subscribed to the annexed Instrument  
as a party thereto, personally <sup>known</sup> to me to be the individual described in  
and who executed the said annexed Instrument as a party thereto  
and said James E Baine duly acknowledged to me that he execu-  
ted the same freely and voluntarily and for the uses and purposes  
therein mentioned.

In Witness Whereof, I have hereunto set my hand and affixed my Official  
Seal the day and year in this Certificate first above written.



John W Sessions Notary Public  
Recorded at request of J J Buckins, Feb 12<sup>th</sup> A D 1872 at 10

min past 8 a m.

W H Chappell Recorder

Book M, page 400-401, Deed  
James S. Crane (Crain) to F. A. Shaeffer  
Aug 11, 1873 (first filed Aug 6, 1873), page 1 of 2

N 1/2 of the NW 1/4, Sect 28, Township 18 NR2E 80 acres, \$200

X 1 No. Chappell Recorder

James S. Crane to F. A. Shaeffer.	This Deed was made the 11th day of August in the year of our Lord one thousand eight hundred and seventy three Between James S. Crane of the County of Butte and State of California the party of the first part, and Frederick A. Shaeffer of the same place the party of the second part Witnesseth that the said party of the first part for and in consideration of the sum of Two hundred and no Dollars. Two Coins of the United States of America to him in hand paid
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James S. Crain  
To  
James Crain.


N 1/2 of SE 1/4 Sect 21, Township 18 NR2E  
80 acres for \$1.00. To be held in trust until  
age 21 with Julia Crain.

Indenture made the eighth day  
of September, in the year of our Lord one  
thousand eight hundred and seventy three  
between James S. Crain and seventy three  
of the first part, and James Crain  
of the first part, and James Crain  
of the first part, for and in consideration  
of the sum of One Dollar Gold Coin of the  
United States of America to him in  
second part, the receipt whereof is hereby  
acknowledged and confirmed  
and by these presents do grant bargain and sell, convey  
and confirm unto the said party of the second part  
and to his heirs and assigns forever  
All of that certain piece or parcel of land situate in  
Hamilton Township, County of Butte, State of California  
and described as follows to wit: The North half of the South  
East quarter of Section Number twenty one (21) in Township  
number Eighteen (18) Range two (2) East, meridian Sixth  
base and meridian, containing Eighty (80) acres of land  
according to U.S. plat now on file in the U.S. Land office  
at Marysville State of California. Provided that Julia  
Crain, mother of James Crain, the party of the second part  
shall have and hold the above mentioned property in trust, and  
she is entitled to all the rents, profits and product of said  
lands, and to have the entire control of the said land, for the  
support and maintenance of the said James Crain until he  
shall have attained his majority, twenty one years of  
or so long as she lives with and maintain said James Crain.  
Provided further that the above mentioned land to become the  
absolute property of James Crain on his attaining his majority  
twenty one years of age. Provided further, that in the event  
of the death of the said James Crain, before attaining his  
majority, then the above mentioned property is to go to his  
brother Charles Crain and his sister Della Crain in equal  
parts, and in the event of the death of all my children be-  
fore their attaining their majority, then the above mentioned  
property will revert to me, the party of the first part  
Together with all and singular the tenements hereditaments  
and appurtenances thereto belonging, or in anywise apper-  
taining, and the reversion and reversions, remainder and  
remainders, rents, issues and profits thereof, and also  
all the Estate, right, title, interest to the above described prop-  
erty, possession, claim and demand whatsoever, as well  
in law as in equity, of the said party of the first part  
of, in or to the said premises, and every part and parcel  
thereof, with the appurtenances. It shall and it shall be  
all and singular the said premises, together with the appurtenances

Book M, page 477-478, Indenture  
James S. Crain to James Crain  
Sep 12, 1873, page 2 of 2  
(first file date Sep 8, 1873)

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James S. Crain, unto the said party of the second part, his heirs and assigns forever, subject to the several provisions hereinbefore mentioned, and specified and provided. In witness whereof, the said party of the first part has hereunto set his hand and seal, the day and year first above written.

Signed, Sealed and delivered in presence of  James S. Crain  
of A. Maurice Jr.  
State of California

County of Butte, on this 12<sup>th</sup> day of September A.D. 1873 before me A. Maurice Jr. a Notary Public in and for said County duly commissioned and sworn, personally appeared the within named James S. Crain of Butte County, whose name is subscribed to the annexed instrument as a party thereto, personally known to me to be the individual described in and who executed the said annexed instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.



A. Maurice Jr. - Notary Public  
Recorded at request of A. Maurice Jr. Sept 12<sup>th</sup> 1873 at 2 P.M.  
W. H. Chappell Recorder  
by J. P. Leonard Deputy

Book M, page 480-481, Indenture  
 Central Pacific Railroad to James S. Crain

Sep 12, 1873, page 1 of 2

(first file date Aug 18, 1873)

480

S 1/2 of NE 1/4 Sect 21 Township 18 NR2E. 80 acres, S144 down  
 bal \$576 due Aug 18, 1878. Recorded Aug 18, 1873 Pg 1 of 2

Note:  
 This land  
 would be  
 resold to  
 Julia Crain

Contract for Deed  
 C. P. R. Co  
 To  
 James S. Crain.

Mod. new Series - Land Department

Article of agreement, made at  
 California this 18<sup>th</sup> day of August

between the Central Pacific Railroad Company of the first part, and James S. Crain, of Butte County, State of California, party of the second part.

The said party of the first part, in consideration of the moneys of the said party of the second part, herein contained, hereby agrees to sell unto the said party of the second part the following tract of land, situate in the County of Butte, State of California, Town 18 North, and known and designated on the public surveys of the United States as the South East quarter of the North East quarter (S 1/4 of N 1/4) of Section twenty one (21) in Township Eighteen (18) north, of Range Two (2) East, Mount Diablo base and meridian, containing Eighty (80) acres, for the sum of Seven hundred and ninety (790) Dollars, U.S. Coin, of which sum the party of the second part has this day paid the sum of One hundred and forty four (144) Dollars, with one year interest on the remainder of the purchase money.

The remainder of said principal sum, amounting to Five hundred and seventy six (576) Dollars, U.S. Coin, interest thereon, annually, in advance, at the rate of five cent per annum, to be paid by the said party of the second part, on or before the Eighteenth (18) day of August 1878. and the said party of the first part, hereby agrees that upon the punctual payment of said purchase money and interest, and the strict and faithful performance by the said party of the second part, his legal representatives or assigns, of all the agreements herein contained, then the said party of the first part will, after the issue of a patent therefor from the United States, cause to be made and executed to the party of the second part, his heirs and assigns, upon request, and the surrender of the contract, a deed in fee simple, for the conveyance of said premises, and also reserving all claims of the United States to the same as mineral land.

And the said party of the second part hereby agrees to pay to the said Central Pacific Railroad Company, its successors or assigns, the said sum of Five hundred and seventy six (576) Dollars, U.S. Coin, with interest thereon, annually in advance, at the rate of five cent per annum, at its office in the City of Sacramento, on or before the Eighteenth (18) day of August 1878. both principal and interest payable in U.S. Coin, and will also pay all the taxes and assessments imposed on said premises and until



Book M, page 480-481, Indenture  
Central Pacific Railroad to James S. Crain

Sep 12, 1873, page 2 of 2

(first file date Aug 18, 1873)

Note Assignment  
to Julia Crain for \$410

Payment of said purchase money, and interest, will pay  
with no strip or waste to be made on said premises, and  
no wood or growing trees to be cut, thinned except for ma-  
ximum fuel for the family, and for the erection of buildings  
or fences, without the consent of the said party of the  
party of the first part. And if the said party of the  
second part shall fail to punctually make any of the  
payments of interest or principal, or shall fail to strictly  
comply with any of the stipulations of this contract, then  
the said party of the first part, its successors or assigns,  
shall have the right to enter upon and take possession  
of the said premises, with all the improvements thereon.  
In testimony whereof the said party of the second part  
caused these presents to be signed by its Secretary and  
said agent, and the said party of the first part here-  
to has signed his name hereto—

E. N. Miller Jr  
Secretary -

James S. Crain the within named pur-  
chaser, for and in consideration of the sum of Four  
Hundred and ten Dollars, to me in hand paid do hereby  
sell, assign and transfer all his right title interest and  
claim in and to the within described tract or parcel of  
land, and the within contract, unto Julia Crain, her  
heirs and assigns forever, subject to the stipulation and  
conditions therein contained, which are to be performed by  
the said assignee

Given under my hand and seal this 12<sup>th</sup> day of Sept-  
ember A.D. 1873  
James S. Crain

State of California  
County of Butte  
A.D. One thousand Eight hundred and seventy three  
one A. Maurice Jr Notary Public in and for said State  
and county, personally appeared the within named  
James S. Crain, whose name is subscribed to the foregoing  
instrument as a party thereto, personally known to me  
to be the individual described in, and who executed the  
said foregoing instrument, and who then and there ac-  
knowledged to me that he executed the same freely  
and voluntarily, and for the uses and purposes  
therein mentioned

In witness whereof, I have hereunto set my  
hand, and affixed my official seal  
the day and year in this certificate first  
above written  
A Maurice Jr Notary Public  
W. M. Chappell - Recorder  
by J. M. Leonard Deputy



Recorded at request of  
at 2.05 P.M.



Book M, page 475-476, Indenture  
James S. Crain to Charles Crain, Sep 12, 1873  
page 1 of 2  
(first file date Sep 8, 1873)

Book M Page 475 - 476, James S Crain to Charles Crain, 80 acres, S1/2 of SE 1/4 Sect 21  
Township 18 for \$1.00. Held in trust until 21 years old with Julia Crain,

James S. Crain  
to  
Charles Crain.

This Indenture, made the Eighth day of September, in the year of our Lord One thousand eight hundred and seventy three, between James S. Crain of Butte County, state of California, party of the first part, and Charles Crain, (son of James S. Crain party of the first part,) of the same place, the party of the second part, Witnesseth That the said party of the first part, for and in consideration of love and affection and the sum of One dollar Gold Coin of the United States of America, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, conveyed and confirmed, and by these presents doth grant bargain and sell, convey and confirm, unto the said party of the second part, and to his heirs and assigns forever, all of that certain piece or parcel of land, situate in Hamilton Township County of Butte, State of California, and described as follows to wit: The south half of the south east quarter of Section number twenty one (21) Township Eighteen (18) North, Range two (2) East, Mount Diablo base and meridians, containing eighty acres (80) of land according to the United States plat now on file in United States Land Office at Marysville, State of California, provided that

**Book M, page 475-476 Indenture  
James S. Crain to Charles Crain, Sep 12, 1873  
page 2 of 2**

(first file date Sep 8, 1873)

Julia Crain, mother of Charles Crain, the party of the first part, shall have and hold the above mentioned property, in trust, and she is entitled to all the rents, issues and product of said land, and to have the entire amount for the support and maintenance of the said Charles Crain, until he shall have attained his majority, twenty one years of age, or so long as she live with and maintain said Charles Crain, provided further that the above mentioned land to become the absolute property of Charles Crain on his attaining his majority, twenty one years of age or provided further, that in the event of the death of the said Charles Crain before attaining his majority, then the above mentioned property is to go to his brother James Crain and his sister Della Crain in equal parts, and in the event of the death of all my children before their attaining their majority, then the above mentioned property will revert to me, the party of the first part. — Together with all and singular the tenements, hereditaments and appurtenances therunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and also, all the estate, right, title interest in the above mentioned property, possession, claim and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in or to the said premises, and every part and parcel thereof, with the appurtenances — To Have and To Hold, all and singular the said premises, together with the appurtenances unto the said party of the second part, his heirs and assigns forever, subject to the several provisions hereinbefore mentioned and specified and provided in witness whereof the said party of the first part has hereunto set his hand and seal the day and year first above written Signed, Sealed and delivered in presence of — James S. Crain

Witness whereof the said party of the first part has hereunto set his hand and seal the day and year first above written Signed, Sealed and delivered in presence of — A. Maurice Jr. Notary Public in and for said Butte County, duly commissioned and sworn, personally appeared the within named James S. Crain of Butte County, whose name is subscribed to the annexed instrument as a party thereto, and personally known to me to be the individual described in, and who executed the annexed instrument, and who acknowledged the same —



In witness whereof, I have hereunto set my hand and fixed my Official Seal, the day and year in this Certificate first above written — A. Maurice Jr. Notary Public

Recorded at request of A. Maurice Jr. Sept 12 1873 at 2 P.M.  
W. H. Chappell - Recorder  
by J. H. Plummer

James S. Crain  
To  
Della Crain.

This Indenture, made the Eighth day of September in the year of our Lord One thousand Eight hundred and seventy Three between James S. Crain of Butte County, State of California of the first part, and Della Crain (daughter of James S. Crain party of the first part) of the second part, the party of the second part Witnesseth that the said party of the first part, for and in consideration of love and affection and the sum of One Dollar in Gold Coin of the United States of America which is hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, conveyed and confirmed, and by these presents do grant bargain and sell, convey and confirm unto the said party of the second part, and to her heirs and assigns forever, that certain lot, piece or parcel of land, situated, lying and being in Hamilton Township, County of Butte and State of California and particularly described as follows to wit: \_\_\_\_\_ The North half of the North East quarter of Section Twenty Eight (28) in Township Number Eighteen (18) North, Range Two East, Mount Diablo Meridian, containing Eighty (80) acres of land, according to the United plat now on file in the United States Land Office



at Marysville, State of California, Provided that Julia Crain  
 mother of Della Crain, the party of the second part, shall  
 have and hold the above mentioned property in fee, and she  
 is entitled to all the rents, profits and product of said land for  
 the support and maintenance of the said Della Crain until  
 she shall have attained her majority, Eighteen years of age,  
 or so long as she lived with and maintain said Della Crain  
 Provided further, that the above mentioned land to become the  
 absolute property of Della Crain on her attaining her majority,  
 Eighteen years of age, Provided further, that in the event of  
 the death of the said Della Crain before attaining her majority,  
 then the above mentioned property to go to her brother  
 James Crain and Charles Crain in equal parts, and in the  
 event of the death of all my children in equal parts, and in the  
 majority, then the above mentioned property will revert to me,  
 the party of the first part. Together with all and  
 singular the tenements, hereditaments and appurtenances thereto  
 unto belonging, or in anywise appertaining, and the reversion  
 and reversions, remainders and remainders, rents, issues and  
 profits thereof; and also, all the estate, right, title, interest  
 to the above described property, together with all and  
 whatsoever, as well in law as in equity, of the said party,  
 of the first part, of, in or to the said premises, and every  
 part and parcel thereof with the appurtenances  
 Do Have and to hold, all and singular, the said premises,  
 together with the appurtenances, unto the said party  
 of the second part, her heirs and assigns forever, subject  
 to the several provisions hereinbefore mentioned and specified  
 and provided.

In witness whereof the said party of the first part has hereunto  
 set his hand and seal the day and year first above written -  
 Signed Sealed and delivered in presence of -  
 A. Maurice Jr

State of California, ss. On this 12<sup>th</sup> day of September 1873  
 County of Butte, I, A. Maurice Jr, a Notary Public in and for said Butte  
 County, personally appeared the within named James S. Crain  
 of Butte County, whose name is subscribed to the annexed instrument  
 as a party thereto, personally known to me to be the  
 individual described in, and who executed the said annexed  
 instrument, and who acknowledged to me that he executed the  
 same freely and voluntarily, and for the uses and purposes  
 therein mentioned.

In witness whereof, I have hereunto set my hand  
 and affixed my Official Seal, the day and  
 year in this certificate first above written -  
 A. Maurice Jr Notary Public  
 Sept 12<sup>th</sup> 1873 at 2 P.M.  
 W. H. Chapin, Recorder  
 W. H. Chapin, Recorder





James S. Crain to Julia Crain

Sept 12, 1873

(first file date Sep 8, 1873)

482

Book M Page 482, James S. Crain to Julia Crain  
80 acres for \$410, Sept 12, 1873 page 1 of 1

S 1/2 of  
NE 1/4  
Sect 21  
Twnsp 18

Note: This  
land was  
purchased  
from the  
railroad  
for Julia  
Crain

James S. Crain  
To  
Julia Crain

This Indenture, made the Eighth  
September, in the year of our Lord  
Thousand Eight Hundred and Seventy  
between James S. Crain of Butte  
County of first part, and Julia Crain  
of the second part, Witnesseth that the  
said party of the first part, for and in  
consideration of four hundred and  
ten Dollars, to him in hand paid, the  
receipt of is hereby acknowledged, has  
granted, bargained, sold, remised, con-  
veyed and quit claimed, and by these  
words does grant, bargain, sell, remise,  
convey and quit claim unto the said  
party of the second part, and to her  
heirs and assigns forever, all the right,  
title and interest in and to that parcel  
of land, lying in Butte County,  
California, and described according to  
the United States plats and surveys  
now on file in the land office at  
Marysville, as the South one half of  
the north East quarter of Section  
Twenty one, Township Eighteen  
Range two East Mount Diablo base  
and meridian, containing  
Eighty acres, more or less  
Together with all and singular the  
tenements hereto belonging, and the  
issues and profits thereof — To Have  
and to hold, all and singular the above  
described premises together with the  
appurtenances, unto the said party  
of the second part, her heirs and  
assigns forever — In witness whereof  
the said party of the first part has  
hereunto set his hand and seal the day  
and year first above written  
Signed, Sealed and delivered in  
presence of A. Maurice Jr.

State of California  
County of Butte

On this twelfth day of September  
in the year one thousand eight hundred  
and seventy three, before me A. Maurice Jr.  
Notary Public for Butte County,  
personally appeared James S. Crain  
of Butte County, known to me to be  
the person whose name is subscribed  
to the within instrument, and he  
acknowledged to me that he executed  
the same — In witness whereof, I have  
hereunto set my hand and affixed  
my Official Seal the day and year  
in this certificate first above written



A. Maurice Jr. Notary  
Sept 12 1873  
W. H. Chappell  
by Jno. P. Leonard

Recorded at request of A. Maurice Jr. Sept 12 1873  
2. 12 P.M.

# Land patent

## Margaretta S. Stewart

### Oct 1, 1873

#### Land Patent Details

Accession Nr: CACAAA 037493    Document Type: Serial Patent    State: California    Issue Date: 10/1/1873    Cancelled: No

#### Names On Document

#### Miscellaneous Information

<input checked="" type="checkbox"/> STEWART, MARGARETTA S	
Military Rank:	---

Land Office:	Assigned For Automation
US Reservations:	No
Mineral Reservations:	No
Tribe:	---
Militia:	---
State In Favor Of:	---
Authority:	April 24, 1820: Sale-Cash Entry (3 Stat. 566)

#### Document Numbers

#### Survey Information

Document Nr:	4770
Misc. Doc. Nr:	---
BLM Serial Nr:	CACAAA 037493
Indian Allot. Nr:	---

Total Acres:	80
Survey Date:	---
Geographic Name:	---
Metes/Bounds:	No

#### Land Descriptions

State	Meridian	Twp - Rng	Aliquots	Section	Survey #	County
CA	Mount Diablo	021N - 003E	N½NE¼	24		Butte

J. G. Orr to D. R. Daniels (1/6th interest in Flea Valley Mill site for \$400)

Nov 17, 1873, page 1 of 2

First filed Nov 10, 1873

J. G. Orr  
to  
D. R. Daniels

This Indenture, made the tenth day of November, in the year of our Lord one thousand eight hundred and seventy three between J. G. Orr, of Flea Valley, Carson Township, Butte County, and State of California, the party of the first part, and David R. Daniels of Cherokee Flat, Oregon Township, same County and State, the party of the second part, Witnesseth: That the said party of the first part, for and in consideration of the sum of Four hundred (\$400) Dollars, Gold Coin of the United States, to him in hand paid by the said party of the second part, at or before the executing and delivery of these presents, the receipt whereof is hereby acknowledged, has received, released and quit claimed, and by these presents does receive, release and quit claim, unto the said party of the second part, and to his heirs and assigns forever, all that certain right, title and interest, belonging to me in a Mill Site, (known as the Flea Valley <sup>Carson</sup> Mill Site,) my interest being the undivided one sixth of the whole. Situated in Carson Township, Butte County, and State of California, on Fall Creek, about two miles north to

J. G. Orr to D. R. Daniels (1/6th interest in Flea Valley Mill site for \$400)

Nov 17, 1873, page 2 of 2

First filed Nov 10, 1873

of Flea Valley, ————— Together with all and singular the  
 tenements, hereditaments and appurtenances thereto belonging  
 or in any wise appertaining, and the reversion and reversions,  
 remainders and remainders, rents, issues and profits thereof,  
 and also, all the estate, right, title, interest, property, prop-  
 erty, claim and demand whatsoever, as well in law as in eq-  
 uity, of the said party of the first part, of in or to the above describ-  
 ed premises, and every part and parcel thereof with the  
 appurtenances — To have and to hold, all and singular, the  
 above mentioned and described premises, together with the appurten-  
 ances, unto the said party of the second part and to his heirs and as-  
 signs forever — In witness whereof, the said party of  
 the first part, has hereunto set his hand and seal, the day and  
 year first above written J. G. Orr. [Seal]

State of California }  
 County of Butte } ss. On this tenth day of November in the  
 year One Thousand eight hundred and Seventy three, before  
 me Wm. N. Williams a Justice of the Peace, personally appeared  
 J. G. Orr, known to me to be the person whose name is sub-  
 scribed to the within instrument, and acknowledged to me  
 that he executed the same —

In witness whereof, I have hereunto set my hand and seal  
 the day and year in this certificate first above written —  
 Wm. N. Williams [Seal] Justice of the Peace

Recorded at request of D. R. Daniels Nov. 17 1873 at 10:30 a.m.  
 W. N. Shappell Recorder  
 by J. P. Leonard Deputy



Land patent  
Jacob Elliott  
1874

4

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The United States of America,

To all to whom these presents shall come, Greeting:

**Whereas**, In pursuance of the Act of Congress, approved July 2, 1862, entitled "An Act donating Public Lands to the several States and Territories which may provide Colleges for the benefit of Agriculture and the Mechanic Arts," there has been deposited in the General Land Office Scrip No. 455, for one quarter section of Land, in favor of the State of Arkansas, duly assigned by the proper authority of the said State to Jacob Elliott

with evidence that the same has been located upon the South East quarter of Section thirty-two in Township twenty-four North, of Range four East, in the district of lands subject to sale at Marysville, California, containing one hundred and sixty acres

according to the Official Plat of the Survey of the said Land, returned to the General Land Office by the Surveyor General.

Now know ye, That there is, therefore, granted by the United States unto the said Jacob Elliott as assignee as aforesaid and to his heirs the tract of Land above described: To have and to hold the said tract of Land, with the appurtenances thereof, unto the said Jacob Elliott as assignee as aforesaid and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws, and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

In testimony whereof, I, Ulysses S. Grant, President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the first day of September, in the year of our Lord one thousand eight hundred and seventy-four, and of the Independence of the United States the thirty-eighth

BY THE PRESIDENT:

U. S. Grant

By

B. O. Williams Secretary.

S. N. Safford Recorder of the General Land Office.

3263



# Book N (Deeds), page 61-62, Indenture

## Eugene McGrath to Benjamin Casey

Jan 6, 1874, page 1 of 2

(first file date Dec 16, 1873)

McGrath sells Leonard (Enterprise) Mill above Magalia to B Casey for \$2325

Eugene McGrath To Benjamin Casey - This Indenture, made the Sixteenth day of December, in the Year of our Lord One thousand Eight hundred and Seventy three, between Eugene McGrath of the Town of Cherokee, County of Butte, and State of California, party of the first part, and Benjamin Casey of Lee Valley, same County and State, the party of the second part, Witnesses that the said party of the first part, for and in consideration of the sum of Twenty Three hundred and Twenty five Dollars, &c. of the U.S. of America, to him in hand paid by the said party of the second part, at or before the making and delivery of these presents, the receipt whereof is hereby acknowledged, has remised, released and quit-claimed and by these presents does remise, release and quit claim unto the said party of the second part, and to his heirs and assigns forever - All my one undivided half interest in the following described property, to-wit: The one half of the mill formerly known as the Leonard Mill, (now known as the Empire Mill, also the one half of the cattle and tracts belonging to said mill, situated about 8 miles above Dugtown in the County of Butte and State of California - Together with all and singular the tenements, hereditaments and appurtenances therunto belonging, or in anywise appertaining and the reversion and reversions, remainder and remainders rents, issues and profits thereof. And also, all the estate, right, title, interest, property, possessions, claim and demand whatsoever, as well in law as in equity, of the said party of the first part of, in or to the above described premises, and every part and parcel thereof, with the appurtenances - To Have and to Hold, all and singular, the above mentioned and described premises, together with the appurtenances, unto the said party of the second part, and to his heirs and assigns forever - In witness whereof the said party of the first part, has hereunto set his hand and seal, the day

**Book N (Deeds), page 61-62, Indenture  
Eugene McGrath to Benjamin Casey  
Jan 6, 1874, page 2 of 2**

McGrath sells Magalia mill to Casey

Eugene M. McGrath

Page 2 of 2

and year first above written —  
State of California }  
County of Butte } — On this sixteenth day of December, in the year  
One thousand eight hundred and seventy three, before me Wm. H.  
Williams, a Justice of the Peace, personally appeared Eugene M.  
McGrath, known to me to be the person whose name is subscribed  
to the within instrument, and acknowledged to me that he exe-  
cuted the same —

In witness whereof, I have hereunto set my hand and  
seal, this day and year first above written, in this certificate —

Wm. H. Williams {25}

Justice of the Peace —

Recorded at request of Benj. Casey Jan'y 6<sup>th</sup> 1874 at 3.15 P.M. —

W. H. Chappell — Recorder

by Geo. B. Leonard — Deputy

John H. Richie to John Daniels (1/6 interest in Flea Valley Mill site for \$500)

Feb 10, 1874 (first filed Feb 9, 1874)

<p>John H. Richie to John Daniels</p>	<p>This Indenture, made the ninth day of February, in the year of our Lord One Thousand and Seventy four, between John H. Ritchie of the town of Cherokee, County of Butte,</p>
---	---

and state of California, the party of the first part, and John Daniels, of Cherokee Flat, same County and State, the party of the second part. Witnesseth: That the said party of the first part, for and in consideration of the sum of Five Hundred (500) Dollars, Gold Coin of the U.S. of America, to him in hand paid, by the said party of the second part, above before the executing and delivery of these presents, the receipt whereof is hereby acknowledged, has remised, released and quit claimed, and by these presents does remise, release and quitclaim unto the said party of the second part, and to his heirs and assigns forever, ——— All my right title and interest in and to the undivided one sixth of the whole, of a certain Mill <sup>known as the Flea Valley Lumber Company's mill site,</sup> situated on Fall Creek, about two miles above Flea Valley Ranch, in Concow Township, Butte County and State of California, also the machinery, ——— Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in any wise appertaining, and the reversion and reversions, remainders and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest of said John H. Ritchie to said property, possession claim and demand whatsoever, as well in law as in equity of the said party of the first part, of in or to the above described premises, and every part and parcel thereof, with the appurtenances — Do Have and To Hold, all and singular, the above mentioned and described premises, together with the appurtenances, unto the said party of the second part, and to his heirs and assigns forever — In witness whereof, the said party of the first part, has hereunto set his hand and Seal, the day and year first above written —

State of California }  
County of Butte }  
J. H. Ritchie  
On this ninth day of February, in the year One thousand Eight hundred and Seventy four, before me Wm H. Williams, a Justice of the Peace, personally appeared John H. Ritchie, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same — In witness whereof, I have hereunto set my hand and seal, the day and year first above written in this certificate —  
Wm H. Williams [Seal] Justice of the Peace  
Recorded at request of E. M. Kagaw, Feb. 10<sup>th</sup> 1874 at 12.35 P. M.  
W. H. Chappell Recorder,  
by Geo. P. Leonard, Deputy



H P Hobbs sells 1/6th interest in Flea Valley Mill Site to E McGrath for \$300

H. P. Hobbs

To  
Eugene M<sup>c</sup>Grath

This Indenture Made the Eight day of January in the year of our Lord one thousand Eight hundred and Seventyfour Between H. P. Hobbs of Flea Valley, County of Butte and State of California party of the first part, and Eugene M<sup>c</sup>Grath of the same place, the party of the second part, Witnesseth, That the said party of the first part, for and in Consideration of the sum of Three hundred dollars Gold Coin of the United States of America to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has remised, released and forever quit claimed, and by these presents do remise, release, and forever quit claim unto the said party of the second part, and <sup>to</sup> his heirs and assigns, all the certain lot piece or parcel of Land, situate, lying and being in the above Flea Valley County of Butte State of California and bounded and particularly described as follows to wit: all my one undivided Sixth interest in a certain a certain mill site, known as the Flea Valley Lumber Companies mill site, Together with all my interest in all Lands and Timber and Improvements on said mill site and all Machinery now on the road for said mill. The condition of this Deed is this. If the said H. P. Hobbs pays or causes to be paid the above sum of three hundred Dollars with the interest at 1/2<sup>o</sup> one and one half per cent per month in one year from this date of this deed, this deed shall be null and void otherwise to remain in full force. Together with all and singular the tenements, Hereditaments and appurtenances

Book N (Deeds), page 289-290, Indenture

H. P. Hobbs to Eugene McGrath

March 5, 1874, page 2 of 2

H P Hobbs sells 1/6th interest in Flea Valley Mill site

Thereunto belonging, or in anywise appertaining, and the reversion and reversions remainders and remainders, Rents, issues, and profits thereof and also all the estate, right, title, Interest property, possession claim and demand whatsoever, as well in Law as in Equity of the Said party of the first part, of, in or to the said premises and every part and parcel thereof, with the appurtenances. To Have and to Hold, all and singular, the said premises, together with the appurtenances unto the said party of the second part, to his heirs and assigns forever.

In Witness Whereof, the said party of the first part, has hereunto set his hand and seal the day and year first above written

H. P. Hobbs *(Seal)*

State of California }  
County of Butte } 55.

On this Eight day of January in the year one Thousand Eight Hundred and Seventyfour, before me Wm H. Williams, a Justice of the peace personally appeared H. P. Hobbs, known to me to be the person whose name is subscribed to the within Instrument and acknowledged to me that he executed the same.

In Witness Whereof, I have hereunto set my hand and seal the day and year in this Certificate first above written

Wm H. Williams *(Seal)*

Justice of the Peace  
Wm H. Williams  
County Recorder

Recorded at the Request of  
Eugene M. McGrath March 5<sup>th</sup> }  
A.D. 1874. at 25 min past 2 } 5

Pg 1 of 2

J Willit sells cabin and mining claim to Flea Valley Lumber Co

Book of Deeds N, Pg 288

Joseph Willet  
To  
Flea Valley Lumber Co

This Indenture made the  
Seventh day of January in the year  
of Our Lord one thousand eight hundred  
and seventyfour. Between Joseph Willet

of Cherokee Butte County State of California, party of the  
first parts and the Flea Valley Lumber Company of Butte County  
and State of California, the parties of the second part. Witness  
that the said party of the first part, for and in consideration  
of the sum of seventy five dollars, Gold coin of the United States  
of America, to him in hand paid by the said parties of the  
second part, the receipt whereof is hereby acknowledged,  
has remise, release, and forever quit claimed, and by these presents  
does remise, release, and forever quit claim unto the said parties of  
the second part, and to their heirs and assigns forever all that  
certain lot piece or parcel of Land, situate lying above Flea Valley  
County of Butte State of California and bounded and particularly  
described as follows to wit:


The piece of Land claimed by the  
said Willet as mining ground, situated on Fall creek above  
Flea Valley County of Butte and State of California, starting from  
cabin now claimed by said Willet running North one half a  
mile and known as the Rowbore and Stanley claim  
together with all and singular the tenements, hereditaments and  
appurtenances thereunto belonging or in anywise appertaining, and  
the reversion and reversions, remainder and remainders, rents  
issues and profits thereof; and also all the estate, right, title  
interest, of said Joseph Willet to said property, possession claim  
and demand whatsoever, as well in Law as in Equity, of the said  
party, of the first part, of, in or to the said premises, and every part  
and parcel thereof, with the appurtenances, To Have and to  
Hold all and singular, the said premises, together with the  
appurtenances, unto the said parties of the second part, and to  
their heirs and assigns forever.

**Book N (Deeds), page 288-289, Indenture  
Joseph Willet to Flea Valley Lumber Co.  
Mar 5, 1874 (first file date Jan 7, 1874), page 2 of 2**

Pg 2 of 2

Willet sells cabin and mining claim to Flea Valley Lumber Company

In Witness Whereof, the said party of the first part has hereunto  
set his hand and seal the day and year first above written

Joseph Willet 

State of California ) s.s.  
County of Butte ) On this seventh day of January in  
the year one thousand eight hundred and  
Seventyfour, before me Wm. H. Williams a Justice of the Peace  
personally appeared, Joseph Willet, known to me to be the person,  
whose name is subscribed to the within Instrument, and acknowledge  
to me that he executed the same.



In Witness Whereof I have hereunto  
set my hand and seal the day and  
year in this certificate first above written

Wm. H. Williams 

Justice of the Peace

Recorded at the request of Eugene McGrath March 5<sup>th</sup> a.d.  
1874. at 25 min past 2

Wm. Armstrong

County Recorder



Book C, page 156-157, Land patent  
United States of America to Wm. M. Mullen (Big Bend)  
Apr 26, 1874 (first filed Apr 12, 1874), page 1 of 2

Wm W Mullen, Book C pg 156/57, 4-12-1874, SW 1/4 of SW 1/4 of Sect 36, Township 22 NR4E,  
Big Bend, 40 acres page 1 of 2

State Patent

To

Wm M. Mullen.

United States of America - State of California.  
To all to whom these presents shall come greeting,  
Whereas under the provisions of the several acts of the Cong-  
ress of the United States entitled "an act to appropriate

the proceeds of the sales of the Public Lands and to grant preemption rights" approved September fourth, eighteen hundred and forty one, Five hundred thousand acres of the Public lands were granted to the State of California, and an act entitled "an act to provide for the survey of the Public lands in California, the granting of preemption rights therein and for other purposes" approved March third, eighteen hundred and fifty three, ten sections of land were granted for the erection of Public Buildings, and seventy two sections for a Seminary of Learning, also the sixteenth and thirty six sections each Township in said state; Also, an act entitled "an act donating Public Lands to the several States and Territories which may provide Colleges for the benefit of agriculture and the mechanic arts": approved July second, eighteen hundred and sixty two, one hundred and fifty thousand acres of the Public Lands were also granted to said state; And whereas, the Legislature of the state of California has provided for the sale and conveyance of said lands by statutes enacted from time to time; And whereas, it appears by the certificate of the register of the State Land Office, No. 3694 issued in accordance with the provisions of law bearing date the fourteenth day of April 1872 that the tracts of land of sixteenth and thirty six sections school land hereinafter described have been duly and properly located in accordance with law and that Wm M. Mullen is entitled to receive a Patent therefor;

Now therefore, the state of California hereby grants to the said Wm M. Mullen, and to his heirs and assigns forever, the said tracts of land located as aforesaid and which are known and described as follows, to wit: — the west quarter of the west quarter of section

Book C, page 156-157, Land patent  
United States of America to Wm. M. Mullen (Big Bend)

Apr 26, 1874 (first filed Apr 12, 1874), page 2 of 2

Thirty Six (36) Township Twenty Two (22) North Range Four (4) East Int. 1/4 Sec 36  
dian. containing Forty (40) acres taken in lieu of Forty (40) acres, together with all the priv-  
ileges and appurtenances thereto appertaining and Belonging, to have and to hold  
the above granted premises to the said Wm. Mullen, and to his Heirs and assigns to his  
and their use and Behoof forever.

In Testimony whereof, I William Irwin, Governor of the State of  
California have caused the Letters to be made Patent, and the seal of the State  
of California to be hereunto affixed.

Given under my hand, at the City of Sacramento this the  
Seventeenth day of April in the Year of Our Lord one Thousand,  
Eight-hundred and seventy nine

William Irwin  
Governor of State

attest Thomas Beck  
Secretary of State

Countersigned

Wm. Minus

Register of State Land Office

Recorded at request of William M. Mullen,  
April 26<sup>th</sup> 1874 at 8<sup>40</sup> am,

G. Osgood  
Recorder

174

U.S. Patent  
To  
Daniel Hilton et al

General Land Office, Mineral Certificate  
No 25,  
No 855

The United States of America

To all to whom these presents shall come, Greeting:

Whereas in pursuance of the act of Congress approved July twenty-sixth, eighteen hundred and sixty-six entitled "An act granting the right of way to ditch and canal owners over the public lands, and for other purposes" the act amendatory thereof approved July ninth, eighteen hundred and seventy-two, and the act approved May tenth, eighteen hundred and seventy-two, entitled "an act to promote the development of the mining resources of the United States" there has been deposited in the General Land Office of the United States the certificate of the Register of the Land Office at Marysville in the State of California whereby it appears that in pursuance of said acts of Congress

Daniel Hilton, John D. Givens, Thomas Young, F. W. Day, and E. P. Farnham, did on the seventh day of August A.D. 1873 enter and pay for certain placer mining premises, bearing gold,

being mineral enter number twenty-five (25) in the series of said office embracing the north half of the south west quarter of the north west quarter of section seventeen (17) in Township nineteen (19) north of Range four (4) East Mount Diablo Meridian containing twenty (20) acres of land,

more or less, as shown by the official survey and plat B, of placer mining claim or lot of land being said

Oake mining district in the County of Butte and in the district of lands subject to sale at Marysville

now know ye that the United States of America, in pursuance and in conformity with said acts of Congress, and by these presents do give and grant, give and to their heirs— and assigns, the said placer mine

described as the north half of the south-west quarter of section seventeen (17) in Township nineteen (19) north of Range four (4) East, Mount Diablo Meridian—

said premises, together with all the rights, privileges, appurtenances of whatever nature thereunto belonging to Daniel Hilton, John D. Givens, Thomas Young, F. W. Day, and to their heirs and assigns forever, subject nevertheless to the following

conditions and stipulations: First— That the grant hereby made is restricted in its

boundaries of the said legal subdivision as hereinbefore described, and to any veins or lodes of quartz, or other rock in place, bearing gold, silver, or other valuable deposits, which may hereafter be discovered within said limits, and which are not claimed or

known to exist at the date hereof. Second— That should any vein or lode of quartz, or other rock in place bearing gold, silver, or other valuable deposits, be discovered within the above-described premises at the date hereof, the same is expressly excepted and excluded from these presents

Third— That the premises or lot of land hereby described and conveyed shall be held subject to entry by the proprietor of any vein or lode of quartz or other

and Township, and to the State of California.

consideration of the have given and to the said—

and E. P. Farnham, and assigns, the said premises, together with all the rights, privileges, appurtenances of whatever nature thereunto belonging to Daniel Hilton, John D. Givens, Thomas Young, F. W. Day, and to their heirs and assigns forever, subject nevertheless to the following

conditions and stipulations: First— That the grant hereby made is restricted in its

boundaries of the said legal subdivision as hereinbefore described, and to any veins or lodes of quartz, or other rock in place, bearing gold, silver, or other valuable deposits, which may hereafter be discovered within said limits, and which are not claimed or

known to exist at the date hereof. Second— That should any vein or lode of quartz, or other rock in place bearing gold, silver, or other valuable deposits, be discovered within the above-described premises at the date hereof, the same is expressly excepted and excluded from these presents

Third— That the premises or lot of land hereby described and conveyed shall be held subject to entry by the proprietor of any vein or lode of quartz or other

rock in place bearing gold, silver, cinnabar, lead, tin, copper, or other valuable deposits, for the purpose of extracting and removing the ore from such veins, lodes, or deposit should the same, or any part thereof, be found to penetrate, intersect, pass through or dip into, the mining ground or premises hereby granted.

Fourth - That the premises hereby conveyed shall be held subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local laws, customs and decisions of courts.

Fifth - That in the absence of necessary legislation by Congress, the Legislature of California may provide rules for working the mining claim or premises hereby granted, involving easements, discharges, and other necessary means to the complete development thereof.

In testimony whereof I Ulysses S. Grant President of the United States of America, have caused these letters to be made patent, and the seal of the General Land Office to be hereunto affixed.



Given under my hand, at the City of Washington, the fiftieth day of April in the year of our Lord one thousand eight hundred and seventy four and of the Independence of the United States the ninety-eighth.

By the President U. S. Grant

By S. D. Williamson Secretary  
L. K. Lippincott Recorder of the General Land Office

Rec'd in Vol. 107  
Pa 58. to 60.  
mined

Re dtd at request of  
F. W. Day  
Mr. O. C. D. 1874, at 1 P.M.

Wm Armstrong  
County Recorder



**Book N (Deeds), page 81-82, Indenture  
Eugene McGrath to David R. Daniels  
July 12, 1874, page 1 of 2**

(first file date Jan 7, 1874)

by Jno. P. Leonard Deputy

E. McGrath sells 1/6th interest in Flea Valley Mill site for \$425 to David R Daniels

Eugene McGrath  
To  
D. R. Daniels.

This Indenture, made the Seventh day of January, in the year of our Lord one thousand Eight hundred and seventy four, between Eugene McGrath of the town of Cherokee, County of Butte, and state of California, party of the first part, and David R Daniels of the same place, the party of the second part. Witnesseth: That the said party of the first part, for and in consideration of the sum of Four hundred and twenty five Dollars gold Coin of the U.S. of America, to him in hand paid by the said party of the second part, at and before the executing and delivery of these presents, the receipt whereof is hereby acknowledged, has revised,

**Book N (Deeds), page 81-82, Indenture  
Eugene McGrath to David R. Daniels  
July 12, 1874, page 2 of 2**

E McGrath sells 1/6th interest in Flea Valley Mill site to David R Daniels

Page 2 of 2

released and quit claimed and by these presents does remise, release and quit claim unto the said party of the second part, and to his heirs and assigns forever — All my undivided Sixth interest in a certain Mill Site, said property known as the Flea Valley Mill Site, situated on Fall Creek, about two (2) miles more or less above the Flea Valley Ranch, in Concow Township, County of Butte, and State of California — Together with all and singular, the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also, all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in unto the above described premises, and every part and parcel thereof, with the appurtenances — Do Have and to Hold, all and singular, the above mentioned and described premises, together with the appurtenances, unto the said party of the second part, and to his heirs and assigns forever — In witness whereof, the said party of the first part has hereunto set his hand and seal, the day and year first above written —

State of California,

E. McGrath {Sd.}

County of Butte } On this Seventh day of January, in the year One thousand eight hundred and seventy four, before me, William H. Williams, a Justice of the Peace, personally appeared Eugene McGrath, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same —

In witness whereof, I have hereunto set my hand and seal, the day and year in this certificate first above written —

W. H. Williams J.P. —

Recorded at request of David R. Daniels Jan'y 12<sup>th</sup> 1874 at 11.<sup>10</sup> A.M.

W. H. Chapell - Recorder

by J. P. Leonard Deputy

**Book A, page 598, homestead  
Augustine Parrish, Jul 24, 1874**

598

Augustine Parrish Homestead, 160 acres (Lime Saddle), N 1/2 of NE 1/4, SE 1/4 of NW 1/4, NE 1/4 of SE 1/4 Sect 18, Township 21 N R4E, July 24 1874, Book A Page 598

Declaration of Homestead. Know All Men by these presents, that I, Augustine Parrish of the County of Butte State of California do hereby certify and declare that I am married, and that I do now, at the time of making this declaration, reside with my family on the lot of land and premises situate, lying and being in the county of Butte and State of California bounded and described as follows, to wit: The north half of the north East quarter the South East quarter of the north east quarter, and the north East quarter of the South East quarter of Section Eighteen (18) in Township Twenty one (21), North of Range four (4) East "T. S. M. Containing 160 Acres. And that it is my intention to use and claim the said lot of land and premises together with the dwelling house thereon, and its appurtenances, as a homestead, and I do hereby select and claim the same as a homestead, and that the same is not worth the sum of \$5000

In Witness Whereof, I have hereunto set my hand and seal this 21<sup>st</sup> day of July One thousand eight hundred and seventy four,

Augustine Parrish (S. 11)  
County of Butte }  
On this 21<sup>st</sup> day of July in the year one thousand eight hundred & seventy four, before me, John Gray a Notary Public, personally appeared Augustine Parrish known to me to be the person whose name is subscribed to the within instrument, and as known to me that he executed the same.



In Witness Whereof, I have hereunto set my hand and affixed my official seal this day and year in this certificate first above written.

Written  
Recorded at request of Aug<sup>t</sup> Parrish } John Gray Notary Public  
July 21<sup>st</sup> A.D. 1874 at Nine O'clock A.M.  
Wm. Armstrong, County Recorder

**Book H, page 301-305, Indenture  
Sugar Pine Lumber Flume & Mining Co to Daniel Hilton**

**Oct 14, 1874, page 1 of 5**

**Note for \$5,000 payable to Hilton in 1 year at 1 1/4% Interest per month  
signed by Eugene McGrath, President**

301

**2,000 acres above Flea Valley and the Defiance Mill were collateral (Site later became known as Rag Dump)**

**Note was paid in full March 25, 1876**

*Sugar Pine Lumber Flume & Mining Company*  
to  
*Daniel Hilton*

*This Indenture Made the Fourteenth day of October in the year of our Lord one thousand eight hundred and seventy four Between the Sugar Pine Lumber*

*Flume and Mining Company, a corporation having its principal place of business at Cherokee Flat in the county of Butte State of California Party of the first part and Daniel Hilton of the said county of Butte and state aforesaid the party of the second part.*

*Whereas the said party of the first part is justly indebted to the said party of the second part in the sum of Five thousand Dollars Gold coin of the United States of America secured to be paid by a certain Promissory Note, bearing even date with these presents, and which said Note in the words and figures following to wit:*

*"\$ 5,000 00      Oroville - October 14<sup>th</sup> 1874*

*One year after date the Sugar Pine Lumber Flume and Mining Company for value received promise to pay to the Order of Daniel Hilton the sum of Five thousand Dollars in Gold coin of the United States with interest thereon at the rate of one and one quarter per cent per month in like gold coin. The interest payable every six months forward and not to be added to the principal and bear the same rate of interest*

*Signed*  
*Eugene McGrath*  
*President*

*Wm. R. Hoff*  
*Secretary*

*Now this Indenture Witnesseth that the said party of the first part for the better securing the payment of the said sum of money secured to be paid by the said Promissory Note with interest thereon according to the true intent and meaning thereof and also for and in consideration of the sum of One Dollar to it in hand paid by the said party of the second part at or before the unsealing and delivery of these presents the receipt whereof is hereby acknowledged has granted, bargained, sold, conveyed and confirmed and by these presents does grant, bargain, sell, convey and confirm unto the said party of second part, and to his heirs and assigns for*

*I hereby acknowledge satisfaction in full of the within  
Mortgage and the debt thereby secured  
March 25 1876  
Wm. R. Hoff*



**Book H, page 301-305, Indenture  
Sugar Pine Lumber Flume & Mining Co to Daniel Hilton  
Oct 14, 1874, page 2 of 5**

302

Mortgage Sugar Pine Lumber to Hilton 1874, Pg 2 of 5

now, all, of the following described premises to wit: The saw Mill known as the "Defiance Mill" together with all the machinery tools &c. &c. and also all the land upon which the same is situated with a convenient space around the same situated in San Joaquin County in the County of Butte State of California North about three miles above "Star Valley" in said township also all of the lands timber or otherwise situated in said San Joaquin County and County of Butte belonging to the said party of the first said lands being situated adjoining and adjacent to the saw Mill aforesaid, containing two thousand acres more or less - Also all of the water rights or privileges from the West Branch of Feather River or otherwise now owned or claimed by said party of the first part connected with said Corporation in said County of Butte.

It is understood that the said party of the first part hereby grants to the party of the second part all the right title and interest <sup>that</sup> the said party of the first part now has in and to all of the above described premises, and all of the right title and interest that the said party of the first part may hereafter acquire thereto from the Government of the United States or any other source Together, with all and singular the Tenements, hereditaments and appurtenances thereto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all the estate right, title interest property, possession, claim and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in or to the said premises and every part and parcel thereof with the appurtenances, To have and to hold, the said premises with the appurtenances, unto the said party of the second part his heirs and assigns forever, Provided Always, and these presents are upon this express condition, that if the said party of the first part its successors shall well and truly pay or cause to be paid to the said party of the second part his executors, administrators or assigns, the said sum of money secured to be paid by the said Promissory Note, and the

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interest thereon, at the time and in the manner mentioned in the said Promissory Note according to the true intent and meaning thereof, then and in that case these Presents, and the estate hereby granted, shall cease, determine and be void. And the said party of the first part for its successors does hereby covenant, promise and agree to pay to the said party of the second part, his executors, administrators or assigns, the said sum of money and interest as mentioned in said Promissory Note, and secured to be paid as aforesaid. And if default shall be made in the payment of the said sum of money or any part thereof, as provided in said Note, or if the interest that may grow due thereon, or any part thereof, shall be behind and unpaid for the space of thirty days after the same should have been paid according to the terms of said Promissory Note, then and from thenceforth it shall be optional with said party of the second part, his executors, administrators or assigns, to consider the whole of said principal sum expressed in said Note as immediately due and payable, although the time expressed in said Note for the payment thereof shall not have expired, and immediately to enter into and upon all and singular the premises hereby granted, or intended to be, and to sell and dispose of the same, and all benefit and equity of redemption of the said party of the first part, its successors (according to law), and out of the money arising from such sale to retain the principal and interest which shall then be due on the said Promissory Note together with the costs and charges of fore-closure suits, and also a percentage at the rate of 2% per cent, upon the amount of judgment recovered, or in case the said foreclosure suit is settled before judgment recovered, upon the amount found due the Plaintiff on said Note, and this Mortgage, as counsel fees and commissions, and also the amounts of all such payments of taxes, assessments or incumbrances as may have been made by said party of the second part, his executors, administrators or assigns, by reason of the permission hereinafter given, with the interest on the same hereinafter allowed, and during the surplus of the purchase money (if any there shall be)

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unto the said party of the first part or its successors,  
And the said party of the first part, does hereby further covenant,  
promise and agree to and with the said party of the second part,  
to pay and discharge at maturity all such taxes or assessments, liens  
or other incumbrances now subsisting or hereafter to be laid or im-  
posed upon said premises or upon this Mortgage or the money secured  
hereby, or which may be in effect a prior charge thereon to those  
presented during the continuance hereof, and in default thereof,  
the said party of the second part only may and discharge the same,  
and may at his option keep fully insured against all risks by  
fire, the buildings which are now or may be hereafter erected there-  
on at the expense of the said party of the first part, and the  
sums so paid shall be repayable in the same kind of money or  
currency in which the same may have been paid, and shall bear  
interest at the rate of 10 per cent per month, and shall be con-  
sidered as secured by these premises, and be a lien upon said premises,  
and shall be deducted from the proceeds of the sale thereof, above  
mentioned, with interest as herein provided.

In witness Whereof the said party of the first part has here-  
unto set its private seal (no public seal being provided  
and executed the same by the signatures of the President and  
secretary of said company

H. P. Hoelke

Secretary

State of California

County of Butte

Eugene McGroath

Eugene McGroath

President

On this fourteenth day of October in  
the year one thousand eight hundred and seventy four before  
me J. M. Bunt, a Notary Public personally appeared Eugene  
McGroath and H. P. Hoelke known to me to be the persons whose  
names are subscribed to the within instrument and the said  
Eugene McGroath known to me to be the President, and the  
said H. P. Hoelke known to me to be the secretary of the  
Sugar Pine Lumber Flume and Mining Company, a corpor-  
ation having its principal place of business at Cherokee Flat

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in said Butte County, and they both acknowledged to me that such  
corporation executed the same



J. M. Burt Notary Public

Recorded at Request of Daniel Hilton October 14 A.D. 1874  
at 26 min past 3 P.M.

Wm Armstrong County Recorder