CABLE ADDRESS
FLINTMACK
LEGAL CODE

TELEPHONE
TRINITY 3114

LAW OFFICES
FRANK P. FLINT
1863-1929
H. S. MAC KAY, JR.
WILLIAM R. FLINT
WILLIAM A. BOWEN
ROBERT B. JACKSON
WESLEY L. NUTTEN, JR.

EDWARD L. COMPTON
IRVING G. BISHOP
E. W. MILLER
GEORGE W. TACKABURY

FLINT & MAC KAY
TWELFTH FLOOR, ROWAN BUILDING
458 SOUTH SPRING STREET
LOS ANGELES, CALIFORNIA

November 2, 1932.

Ed Fletcher Company,
1020 9th Ave.,
San Diego, Calif.

Attn: Mr. Ed Fletcher.

Gentlemen:-

At the suggestion of Mr. W.B. Coberly we are writing you direct with reference to the trade to be made with the Receivers of Pacific Cottonseed Products Corporation. As you are undoubtedly advised the Receivers can only act by order of court. The court is of course willing to take the business judgment and conclusions of the Receivers in connection with the trade. However before the court will make an order authorizing this trade we should be able to present to the court some of the facts in connection with the property. We know this is quite a bother but we are going to ask you to cooperate with us to that extent. Having in mind such a situation could you advise us with reference to the following:

CROUCH PROPERTY

1. Type of improvements on this property.

2. Is the house rented, and if so what is the rent. Otherwise what are rental possibilities.

3. Fair future potential value.

4. We understand the property is unincumbered, but if this is incorrect please advise.

5. Amount of 10 year Improvement Bond and delinquency which must be paid at once.

6. City, County and State delinquent taxes.

1931.
Ed Co - 24.06 plus penalties
Coby 79.72



TEXAS STREET PROPERTY

1. Improvements, if any. 3 houses (furnished) 25 = 15

2. Same as 2 above. 23.50 17.50 15 56.00

3. Same as 3 above.

4. We note a $3500 mortgage was due July 1, 1932. Could not an extension of this mortgage for three years be obtained. To what point has the interest been paid 7/1/22

5. Improvement bond, if any, against the property.

6. Same as 6 above.

Texas St - 10 years + 6 cash 20.84 prin cash

MERRIVILLE PROPERTY

1. Same as 1 above. Store furnished 28/7 $3/

2. Same as 2 above. 35.00

3. Same as 3 above. 6500.00

4. Does installment loan with Home Builders Loan Association run until fully paid out. What is delinquency to date. $316.00

$3595.31

5. Same as 5 above.

6. Same as 6 above. _____

Mr. Coberly is anxious to have this matter disposed of at once and we are writing you direct for this reason.

Yours very truly,

FLINT & MAC KAY
BY Wesley L. Nutten Jr.

WLN/R

November 4, 1932.

Flint & Mackay,
458 South Spring Street,
Rowan Building,
Los Angeles, California.

Attention Mr. Wesley L. Nutten, Jr

Gentlemen:

Answering your letter of November 2d:

CROUCH ADDITION PROPERTY

1. The improvements consist of frame dwelling, composition roof, living room and bed room combined, two bedrooms, kitchen and bath Novelty siding Plasterboard and papered interior.

2. The house is vacant at the present time, but has been bringing from $15 to $20 a month recently. Mr. Lynch had a prospective tenant for the house, but we have not been notified if he rented same.

3. The fair future potential value is $3000 to $4000.

4. There are no mortgages or trust deeds against the property.

5. The improvement district assessment is paid with the city taxes. The delinquency is $67.07 for 1931-32. These are ten year bonds, and this is the second installment.

6. The City of LaMesa taxes for 1931-32 amounted to $12.65. As stated above the city also collects for the public improvement assessment, so the total tax bill for 1921-32 was $79.72, which is now delinquent, plus penalties.
The State and County taxes amount to $24.06, plus penalties. There are also some La Mesa Irrigation District taxes but they amount to only $5 or $6.00.

-3-

November 28, 1932

Flint & Mackey,
458 So. Spring Street,
Rowan Building,
Los Angeles, Calif.

Attention Mr. Wesley L. Nutten Jr

Gentlemen:

Will you please let me know what has been done in the matter of the Lynch exchange for the "Bencini" house. The matter has been drifting for three months, and it is pathetic that this matter has not been straightened out.

Yours truly,

ef/m

TEXAS STREET PROPERTY

1. Three small houses - 2-2bedroom and 1-1bedroom house, furnished.

2. All three are now rented, one for $23,50, one for $17.50 and one for $15.00

3. The future potential value is $6000 to $8000.

4. The $3500.00 mortgage was due July 1st, but was extended without new papers being executed to Oct. 1st or longer. It can be extended for 2 or 3 years on the payment of the regular fee which I believe is 2 percent. They have so advised us. The interest has been paid to July 1st, 1932

5. The yearly improvement district assessment is $25.84 and four years have been paid.

6. State and County and city taxes $112.31, plus penalties.

MERRIVALE STREET PROPERTY

1. Type house - Stone house, furnished - 7 room, two story

2. Now rented for $35.00 per month.

3. $6500.00

4. The loan is payable $51 per month. Delinquent payments amount to $316.00. The total amount due is $3595.37.

5. No bonus

6. State and county and city taxes - 1921-32 $122.72, plus penalties.

Trust this is the information you desire, we are

Yours very truly,

ED FLETCHER COMPANY

EF:KLM

CABLE ADDRESS
FLINTMACK
LEGAL CODE

TELEPHONE
TRINITY 3114

LAW OFFICES
FRANK P. FLINT
1863-1929
H. S. MAC KAY, JR.
WILLIAM R. FLINT
WILLIAM A. BOWEN
ROBERT B. JACKSON
WESLEY L. NUTTEN, JR.

EDWARD L. COMPTON
IRVING G. BISHOP
E. W. MILLER
GEORGE W. TACKABURY

FLINT & MAC KAY
TWELFTH FLOOR, ROWAN BUILDING
458 SOUTH SPRING STREET
LOS ANGELES, CALIFORNIA

November 29, 1932

Mr. Ed Fletcher,
1020 Ninth Avenue,
San Diego, California.

Dear Sir:

In answer to yours of November 28, we are sorry to say that Mr. Nutten is at present ill. He will be back in the office early next week at which time he will communicate with you.

Yours truly,

FLINT & MAC KAY

By Robert B. Jackson
Robert B. Jackson

RBJ:O

December Seventh
1 9 3 2

Flint & Mackay
458 South Spring
Los Angeles, Calif.

Attention Mr. Wesley L. Nutten, Jr.

Dear Mr. Nutten:

Please may I hear from you by return mail what is being done to confirm the exchange of properties as made by Mr. Lynch in the matter of the Bencini lease and improvements at Cuyamaca Lake in the na e of the Pacific Cottonseed Oil Products Company.

Mr. Lynch is in the office as I dictate this letter and states that all we need is an order of record approving said lease mailed here and Mr. Lynch and I will do the rest.

Your early reply would be gratefully appreciated.

Yours very truly,

EF:ASK

CABLE ADDRESS
FLINTMACK
LEGAL CODE

TELEPHONE
TRINITY 3114

LAW OFFICES
FRANK R. FLINT
1863-1929
H. S. MAC KAY, JR.
WILLIAM R. FLINT
WILLIAM A. BOWEN
ROBERT B. JACKSON
WESLEY L. NUTTEN, JR.

EDWARD L. COMPTON
IRVING G. BISHOP
E. W. MILLER
GEORGE W. TACKABURY

FLINT & MAC KAY
TWELFTH FLOOR, ROWAN BUILDING
458 SOUTH SPRING STREET
LOS ANGELES, CALIFORNIA

December 16, 1932.

Ed Fletcher Company,
1020 Ninth Ave.,
San Diego, California.

Attention: Mr. Ed Fletcher.
Re: Pacific Cottonseed Products
Corporation.

Gentlemen:-

Pursuant to your letter of November 1, 1932, and supplementing our letter of December 12, 1932, we are enclosing herewith copy of order authorizing the exchange of properties. It was signed by Judge Cosgrave this noon. The application for the order set up the circumstances contained in your letter of November 1, 1932 and was the basis on which the order was made.

We noted in one of your letters that the party desiring the certificate of title would have to pay therefor. The Receivers of course will have to have a certificate of title of each of these properties and if you have no objection we would like to have them issue a preliminary report and if the preliminary report is satisfactory and in accordance with your letter we will prepare the Bill of Sale and other documents to complete the transaction, and you can execute or have executed the necessary deed of the property to the Pacific Cottonseed Products Corporation, a corporation, and the final certificate of title will show these deeds recorded and the property vested in the Pacific Cottonseed Products Corporation, a corporation. The order which you will place can be placed in the name of the Pacific Cottonseed Products Corporation as a corporation and not in the name of the receivers. We know we are asking a good deal of you to accomodate us in this regard but it will be greatly appreciated.



The question now arises as to the amount of the ceritificate of title and it is our recollection that the title companies always require the certificate to be written on the basis of the value of the property irrespective of the mortgage. Under these circumstances we suggest if possible that the Crouch Addition property be written on a basis of $2500.00, the Texas Street property on a basis of $3500.00 and the Merrivale Street property on a basis of $3500.00.

We regret very much that there has been some delay in this matter but we believe we have explained the reason therefor.

Thanking you for your kindness and favor in this regard and hoping that we may dispose of the matter at the earliest possible moment, we are,

Yours very truly,

FLINT & MAC KAY
BY Wesley L. Nutten Jr.

WLN/R
encl.

December 28, 1932.

Flint & MacKay,
Twelfth Floor, Rowan Building,
458 South Spring Street,
Los Angeles, California.

Attention Wesley L. Nutten, Jr.

My dear Mr. Nutten:

Answering yours of December 16th, I feel I have been slow in getting started.

Will you please write a letter to the Southern Title & Trust Company of this city assuming the obligation of paying for the search, as that is specified in our written agreement with Mr. Lynch that if any certificates of title are desired, the one wanting same is to pay for it.

As soon as you send me down a copy of the letter to the Southern Title & Trust Company ordering the certificate at your expense, we will get busy.

Wishing you the Compliments of the Season,

Yours very truly,

EF/RC

CABLE ADDRESS
FLINTMACK
LEGAL CODE

TELEPHONE
TRinity 3114

LAW OFFICES
FRANK R. FLINT
1863-1929
H. S. MAC KAY, JR.
WILLIAM R. FLINT
WILLIAM A. BOWEN
ROBERT B. JACKSON
WESLEY L. NUTTEN, JR.

EDWARD L. COMPTON
IRVING G. BISHOP
E. W. MILLER
GEORGE W. TACKABURY

FLINT & MAC KAY
TWELFTH FLOOR, ROWAN BUILDING
458 SOUTH SPRING STREET
LOS ANGELES, CALIFORNIA

December 29, 1932.

Ed Fletcher Company,
1020 Ninth Avenue,
San Diego, California.

Attention: Mr. Ed Fletcher.
Re: Pacific Cottonseed
Products Corporation.

Gentlemen:-

This will acknowledge receipt of your letter of December 28, 1932 with reference to the exchange of properties. Complying with your request we are enclosing letter addressed to the Southern Title & Trust Company authorizing them to make a search and issue their policy of title insurance on the various properties.

Yours very truly,

FLINT & MAC KAY
BY Wesley L. Nutten Jr.

ENCL.

FLINT & MACKAY

458 South Spring Street

Los Angeles, California

December 29, 1932.

Southern Title & Trust Company
San Diego, California

Re: Pacific Cottonseed Products
Corporation

Gentlemen:

On behalf of the Receivers of Pacific Cottonseed products Corporation you are authorized to make a search and issue yourpolicy of title insurance on behalf of Pacific Cottonseed Products Corporation on the following property and in the following amounts:

| Description: | Amount: |
|---|---|
| Crouch Addition Property<br>Lot 25, Block 2 of Crouch's Addition, City of La Mesa, County of San Diego, State of California, as per map thereof No. 1821 filed in the office of the County Recorder of San Diego County, Feb. 14, 1925 | $2500.00 |
| Texas Street Property<br>Lots 6 and 7, Block 52, University Heights, according to amended map thereof made by D. A. D'Hemecourt in the office of the County Recorder of said San Diego County, Book 8, Page 36 et seq. of Lis Pendens, in the City of San Diego, County of San Diego, State of California | $3500.00 |
| Merrivale Street Property<br>Lot of 5 of Bonnie Brae, according to the Map thereof No. 1244, filed in the office of the Recorder of said San Diego County, April 5, 1910; also the N. 28 feet of Villa San Diego, according to map thereof No. 985, filed in the office of the Recorder of said San Diego County, May 9, 1906 | $3500.00 |

Yours very truly,
FLINT & MAC KAY
By WESLEY L. NUTTEN, JR.

CABLE ADDRESS
FLINTMACK
LEGAL CODE

TELEPHONE
TRinity 3114

LAW OFFICES
FRANK P. FLINT
1863-1929
H. S. MAC KAY, JR.
WILLIAM R. FLINT
WILLIAM A. BOWEN
ROBERT B. JACKSON
WESLEY L. NUTTEN, JR.

EDWARD L. COMPTON
IRVING G. BISHOP
E. W. MILLER
GEORGE W. TACKABURY

FLINT & MAC KAY
TWELFTH FLOOR, ROWAN BUILDING
458 SOUTH SPRING STREET
LOS ANGELES, CALIFORNIA

January 12, 1933.

Ed Fletcher Company,
1020 Ninth Ave.,
San Diego, California.

Attention: Mr. Ed Fletcher.
Re: Pacific Cottonseed Products Corp.

Dear Mr. Fletcher:

We have received from the Southern Title and Trust Company letter reports, which with the following exceptions, are satisfactory.

We would like to have a statement from the proper officer of the City of La Mesa of the amount of the assessments and city taxes. The report of the title company did not show these. While they are doing it they might as well determine what is necessary to pay the amount and penalty. Also we would like a statement from the La Mesa Lemon Grove & Spring Valley Irrigation District giving us the amount of the tax, or assessment, against the property. The property referred to above is that owned by The Grossmont Park Company and described as Lot 25 in Block 2 Crouch's Addition.

When the foregoing matters have been given to us we will need a deed from The Grossmont Park Company, a corporation, to Pacific Cottonseed Products Corporation, a corporation.

It appears that against the property known as lots 6 and 7, Block 52 of University Heights there is an additional bond for the improvement of Madison Avenue. This bond was in the original amount of $73.76. We will disregard this item however. As to this property it will be necessary for us to have a deed from the Morse Construction Company, a corporation to Pacific Cottonseed Products Corporation, a corporation.

2-January 12, 1933.
Ed Fletcher Company.

As to the property described as lot 5 of Bonnie Brae, etc, we note that the report shows a deed of trust in the amount of $4250.00 in favor of Home-Builders Loan Association dated November 20, 1929 by W.R. Hartson. We also note that Paul Endicott and Russell K. Pitzer as joint tenants appear to be the trustees. We assume these are employees of the Home-Builders Loan Association. Much to our surprise a notice of default under the trust deed was recorded October 24, 1932. This means that a notice of sale could be had on the 24th day of this month. We are wondering if under the circumstances something could not be done to forestall such action until the Receivers have an opportunity to make an investigation and determine whether they desire to pay up the balance due and cure the default. The report does not state but we assume that the deed of trust is payable at the rate of $51.00 per month and that upon paying up the delinquent installments it would not be necessary to refinance but merely continue to pay the monthly installments. In any event the Receivers would want a statement from the Home-Builders Loan Association to the effect that the balance is the amount set forth in your letter, that is, $3595.37. Will you therefore please obtain such a statement from the Home-Builders Loan Association. Also please advise us what their attitude is going to be on this default.

As to this property we will need a deed from the Morse Construction Company, a corporation, to the Pacific Cottonseed Products Corporation, a corporation.

Awaiting your immediate attention to the foregoing in order that this matter maybe disposed of, we are,

Yours very truly,

FLINT & MAC KAY

BY Wesley L. Nutter Jr.

WLN/R

January 17, 1933.

Mr. Wesley L. Nutter, Jr.,
Flint & MacKay
Rowan Building,
Los Angeles, California.

My dear Mr. Nutter:

Answering your letter of January 12th which came during Colonel Fletcher's absence, we will get the information from the City of La Mesa and La Mesa Irrigation District relative to the Crouch Addition lot, and will forward you.

Relative to the Merivale Street House, known as the Bonnie Brae property, we are enclosing herewith a statement from the Noel H. Bridge Company the local representative of the Home-Builders Loan Association showing what is now delinquent, also a letter from Mr. Bridge which is self explanatory, and we believe answers your question full.

The deeds are all ready for delivery at any time to close the escrow.

Yours very truly,

ED FLETCHER COMPANY

By

KLM

January 19, 1933.

Mr. Wesley L. Nutter, Jr.,
Flint & MacKay,
Rowan Building,
Los Angeles, California.

Dear Sir:

Answering your letter further we enclose herewith statements from the La Mesa Irrigation District, also the City of La Mesa showing the delinquencies on the Crouch Addition house.

Yours very truly,

EDFLETCHER COMPANY

By

KLM

1931
District - $5.20
1932 - 4.09
$9.29

City - 1931 - 92.51
1932 - 36.98
33.62

CABLE ADDRESS
FLINTMACK
LEGAL CODE

TELEPHONE
TRINITY 3114

LAW OFFICES
FRANK P. FLINT
1863-1929
H. S. MAC KAY, JR.
WILLIAM R. FLINT
WILLIAM A. BOWEN
ROBERT B. JACKSON
WESLEY L. NUTTEN, JR.

EDWARD L. COMPTON
IRVING G. BISHOP
E. W. MILLER
GEORGE W. TACKABURY

FLINT & MAC KAY
TWELFTH FLOOR, ROWAN BUILDING
458 SOUTH SPRING STREET
LOS ANGELES, CALIFORNIA

January 22, 1933.

Ed Fletcher Company,
1020 9th Avenue,
San Diego, California.

Attention: Mr. Ed Fletcher.
Re: Pacific Cottonseed Products Corporation.

Dear Mr. Fletcher:

This will acknowledge receipt of your letters of January 17th and 19th, 1933. The situation now appears to be in shape to complete and we suggest that you deliver the grant deeds to the Southern Title & Trust Company.

We are enclosing Bill of Sale and Cancellation and Release and Discharge for execution by the Grossmont Park Company. If the Bill of Sale should be executed by the Morse Construction Company please have this modified. We do not believe you have stated which of the companies is the owner of the furniture.

Upon receipt of a letter from the title company notifying us that they can issue the policies in accordance with our instructions and the receipt of the enclosed documents properly executed, we will forward the Bill of Sale of the Receivers.

Thanking you for your immediate attention to this matter, and for your cooperation, we are,

Yours very truly,

FLINT & MAC KAY

BY Wesley L. Nutter

WLN/R

January 27, 1933.

Mr. Wesley L. Nutten, Jr.,
Flint & MacKay,
12th Floor, Rowan Building,
458 South Spring,
Los Angeles, California.

My dear Mr. Nutten:

Answering yours of January 22d, enclosed find copy of letter to the Southern Title & Trust Company, which is explanatory.

I had already put this matter into their hands is the reason I am asking you to complete the escrow thru Mr. Sears.

Yours sincerely,

EF:KLM

P. S. The Bill of Sale has been executed by the Morse Construction Company.

BILL OF SALE

WHEREAS, W. B. COBERLY and R. F. INGOLD are the duly appointed, acting and qualified Receivers of all of the property, assets and business of Pacific Cottonseed Products Corporation, a corporation, appointed by the District Court of the United States, Southern District of California, Central Division, in that certain matter entitled " MUTUAL COTTON & OIL COMPANY, a corporation, complainant, vs. PACIFIC COTTONSEED PRODUCTS CORPORATION, a corporation, defendant " and numbered W-95-C, and

WHEREAS, on the 16th day of December, 1932, the said court made its order authorizing a certain exchange of properties by said Receivers, and

WHEREAS, under said order certain real properties were to be conveyed to said Pacific Cottonseed Products Corporation subject to the encumbrances, liens, taxes, assessments or other charges against the said properties, and the said Pacific Cottonseed Products Corporation was to receive a Bill of Sale of the furniture and furnishings in said properties, and

WHEREAS, the Receivers of Pacific Cottonseed Products Corporation have complied with the provisions of said order and are entitled as a part of said compliance to a Bill of Sale of said furniture and furnishings,

NOW, THEREFORE, the undersigned, GROSSMONT PARK COMPANY, a corporation, does hereby sell, assign, transfer and set over unto Pacific Cottonseed Products Corporation, a California corporation, all that certain furniture and furnishings presently located in the homes or houses located on thos certain parcels of land situate in the County of San Diego, State of California, described as follows:



" Lots 6 and 7, Block 52, University Heights, according to amended map thereof made by D.A. D'Hemecourt in the office of the County Recorder of said San Diego County, Book 8, page 36 et seq. of Lis Pendens, in the City of San Diego, County of San Diego, State of California".

and

" Lot 5 of Bonnie Brae, according to the Map thereof No. 1244, filed in the office of the Recorder of said San Diego County, April 5, 1910; also the N. 28 feet of Villa Lot 185 of Normal Heights, in the City of San Diego, according to map thereof No. 985, filed in the office of the Recorder of said San Diego County, May 9, 1906".

TO HAVE AND TO HOLD to the said Pacific Cottonseed Products Corporation, a corporation, its successors or assigns forever. And the said Grossmont Park Company covenants and agrees to warrant and defend the title to said property, goods and chattels hereby transferred against the just and lawful claims and demands of all persons whomsoever.

WITNESS the hands and seals of the proper officers of said Grossmont Park Company thereunto duly authorized to execute this Bill of Sale this day of 1933.

GROSSMONT PARK COMPANY

BY_____

BY_____

# Ed Fletcher Papers

# 1870-1955

# MSS.81

# Box: 20 Folder: 18

# General Correspondence - Nutten, Wesley L.