

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

Jennie C. Dunphy Meyer, Trustee under)
the trust hereinafter referred to,)
Jennie C. Dunphy Meyer and X. Rodwell)
Meyer, her husband,)
Plaintiffs,)

-vs-

JUDGMENT AND DECREE.

Mary D. Flood, James C. Dunphy,)
Viola Carrie Carmen Piercy Burnett,)
William Wesley Burnett, her husband,)
and William Wesley Burnett, Jr.,)
Defendants.)

The above entitled cause coming on regularly for trial this day before the above entitled Court, MORLEY GRISWOLD, ESQ., appearing as Counsel for plaintiffs;

And it duly appearing to the Court that summons has been issued in the above entitled action and served upon all the defendants and that jurisdiction has been acquired of all the parties to said action;

And certain stipulations having been presented on behalf of certain defendants consenting that judgment be entered in favor of plaintiff, JENNIE C. DUNPHY MEYER, as Trustee;

And oral and documentary evidence having been introduced in support of the allegations of the complaint on file and the case having been submitted to the Court for its decision, and the Court, having duly considered the law and the facts of the case, does hereby find that the words "as Trustee as hereinabove described", were inadvertently omitted from the complaint following the name of "JENNIE C. DUNPHY MEYER", on line 18, page 2, of the complaint on file herein, and it is ordered that said complaint be and it is hereby amended by the insertion of said words on line 18, page 2, of said complaint to supply the said aforesaid omission.

The Court does hereby further find that during the past year there has been an abundance of feed produced upon said property owned by said plaintiff, JENNIE C. DUNPHY MEYER, as Trustee as aforesaid, and that there is sufficient feed thereon after making liberal allowance for the feed necessary to carry the livestock now upon said premises and the natural increase thereof, to feed at least three thousand head of cattle, in addition to those now upon said premises, for such time as will enable yearling cattle purchased at this time to mature into saleable beef cattle; that said period is estimated to be two years from the date hereof; that cattle at the present time are extremely cheap, owing to financial depression and other conditions, and young cattle can be purchased at a very reasonable figure; that by purchasing young and holding them from one to two years, at most, the increase which may reasonably be anticipated will occur in the price of said cattle which, together with the natural growth thereof, will owing to the abundance of feed now upon said premises and owing to the inability of said Trustee to dispose of said feed in any other manner than by feeding it to cattle, result in a material profit to the said Trustee and will enable her to procure funds with which to reduce the indebtedness upon said trust property; that said feed and hay now upon said premises cannot be disposed of at a profit nor to any advantage whatsoever;

That the next sixty to ninety days will be a highly advantageous time within which to purchase young cattle; that plaintiffs can purchase about three thousand head of yearling cattle of good quality, within ninety days from the date hereof, at a price ranging from Thirty to Thirty-five Dollars per head; that the cost of said three thousand head of cattle will approximate the sum of One Hundred Thousand (\$100,000.00) Dollars; that such cattle are now cheaper than they have been for a great number of years but they will grow into additional weight; that the price of cattle will probably not be less but that it will probably greatly increase within one or two years from the date hereof;

That it will be greatly to the advantage of said trust and all persons interested therein to borrow the sum of One Hundred Thousand (\$100,000.00) Dollars for the purpose of purchasing young cattle, as hereinabove set forth; that plaintiffs can procure said loan from THE HIBERNIA SAVINGS AND LOAN SOCIETY, a corporation, of the City and County of San Francisco, State of California, for the requisite term, at the rate of seven (7) per cent per annum;

That said loan can be obtained from said Society at the rate of Seven (7) per cent per annum for the period of two years, principal and interest payable according to the terms, covenants and conditions embodied in the form of note and mortgage now in use by the said THE HIBERNIA SAVINGS AND LOAN SOCIETY, copies of which form of note and mortgage are hereunto annexed, marked "Exhibits A and B", respectively, and made a part hereof;

That doubt exists as to whether or not authorization or power is granted to the said Trustee, under the trust hereinabove referred to, to mortgage the real property herein referred to or to borrow any money or to execute any note or notes and plaintiffs, therefore, apply to this Court for an order authorizing and directing the said Trustee to borrow said sum of money and to evidence and secure the same by the execution of a note and mortgage;

That the plaintiff, JENNIE C. DUNPHY MEYER, individually, and the plaintiff, X. RODWELL MEYER, join with the said JENNIE C. DUNPHY MEYER, as Trustee as hereinabove set forth, in the application to the above entitled Court and represent and allege that all the allegations contained in said complaint are true and join in the request of said JENNIE C. DUNPHY MEYER, as such Trustee, for the relief prayed for therein;

NOW, THEREFORE, The Court having fully considered the findings of fact and having duly considered the law in the premises does HEREBY ORDER, ADJUDGE AND DECREE, that the said JENNIE C. DUNPHY MEYER, as Trustee under the Trust created by the terms of the Last Will and Testament of William Dunphy, deceased, and by the Decree of Distribution in the Matter of the Estate of said WILLIAM DUNPHY, deceased, be and she is hereby authorized and empowered to borrow the sum of One Hundred Thousand (\$100,000.00) Dollars from THE HIBERNIA SAVINGS AND LOAN SOCIETY, a corporation, of the City and County of San Francisco, State of California, for the period of two years, and to pay interest thereon at the rate of Seven (7) per cent per annum, and she is hereby further authorized and empowered as evidence of the indebtedness created by said loan, to execute and deliver to said Society, her promissory note, as such Trustee, for the sum of One Hundred Thousand (\$100,000.00) Dollars, and to secure the payment of said promissory note by the execution and delivery to said Society of a mortgage upon all the real property belonging to said JENNIE C. DUNPHY MEYER, as such Trustee, both said note and mortgage to be in the form of the exhibits of note and mortgage hereunto annexed, marked "Exhibits A and B", respectively, hereby expressly referred to and made a part hereof.

The real property hereinabove referred to is all that certain real property situate, lying and being in the Counties of Elko, Eureka and Lander, in the State of Nevada, more particularly described as follows, to wit:

The West half of the West Half of Section Ten (10); the South Half of the South Half and the Northwest Quarter of the Southwest Quarter of Section Twenty-two (22); and the Southwest quarter of the Southwest Quarter of Section Twenty-six (26); all in Township Thirty (30) North, Range Forty-six (46) East, M.D.B. & M.

The southeast quarter of the Southeast Quarter of Section Twenty-four (24); and the Northeast Quarter of the Southeast Quarter of Section Twenty-six (26); all in Township Thirty-one (31) North, Range Forty-five (45) East, M.D.B.M.

The East half of the Southeast Quarter of Section Thirty (30); and the west half of the west half of Section Thirty-two (32), all in Township Thirty-one (31) North, Range Forty-six (46) East, M.D.B.M.

The Northerly Fifty-nine Eightieths ($59/80$) of Section Three (3); all of Section Four (4) bounded as follows: Commencing at the northwest corner thereof; running thence Southerly along the Westerly boundary thereof forty-seven (47) chains; thence East twenty (20) chains; thence South sixty-four (64) degrees West to a point distant twenty-one (21) chains North of the Southerly boundary thereof; thence East to the Westerly boundary thereof; thence Northerly along said Easterly boundary fifty-nine (59) chains to the Northeast corner thereof; thence Westerly along the Northerly boundary thereof eighty (80) chains to the point of commencement; and the Northerly forty-seven eightieths ($47/80$) of Section Five (5); all in Township Thirty-two (32) North, Range Forty-six (46) East, M.D.B. & M.

All of Sections Three (3), Four (4) and Five (5); and the North Half of Section Six (6); all in Township Thirty-two (32) North, Range Forty-seven (47) East, M.D.B. & M.

The Northeast quarter of Section Nine (9); the Northeast quarter and the west half of the Southeast Quarter of Section Fifteen (15); all in Township Thirty-three (33) North, Range Forty-four (44) East, M.D.B.M.

The Southeast Quarter of Section Twenty-five (25); the Southeast Quarter of Section Thirty-three (33); the South Half of Section Thirty-four (34); and all of Sections Thirty-five (35) and Thirty-six (36); all in Township Thirty-three (33) North, Range Forty-six (46) East, M.D.B.M.

All of Sections One (1) and Two (2); the Southeast Quarter of Section Three (3); the South Half of Section Nine (9); all of Sections Ten (10), Eleven (11), Twelve (12), Thirteen, Fourteen (14), Fifteen (15) and Sixteen (16); the South Half of Section seventeen (17); the West half of the Southeast Quarter and the Southwest Quarter of the Southeast Quarter of Section Eighteen (18); the East Half and the Southwest Quarter of Section Nineteen (19); all of Sections Twenty (20), Twenty-one (21), and Twenty-two (22); the northwest quarter of section Twenty-three (23); the West Half of the Southwest Quarter of Section Twenty-six (26); all of Sections Twenty-seven (27), Twenty-eight (28), Twenty-nine (29), Thirty (30), Thirty-one (31), Thirty-two (32), Thirty-three (33) and thirty-four (34); and the West Half of the Northwest quarter of Section Thirty-five (35); all in Township Thirty-three (33) North, Range Forty-seven (47) East, M.D.B. M.

All of Section Six (6) and the Northwest Quarter of Section Seven (7), all in Township Thirty-three (33) North, Range Forty-eight (48) East, M.D.B.M.

All of Sections One (1); The East Half of the Northwest Quarter of Section Four (4); all of Section Five (5); the North Half, the Southeast Quarter and the East half of the Southwest Quarter of Section Nine (9); the West Half of the Southwest Quarter and the southeast quarter of the Southwest quarter of Section Ten (10); the East Half of Section Twelve (12); all of Section Thirteen (13); the West Half of the Southwest Quarter of Section Fourteen (14); all of Section Fifteen (15); the North Half of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter of Section Sixteen (16); all of Section Twenty-one (21); the North Half of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter of Section Twenty-two (22); the Northeast quarter of Section Twenty-three (23); the East Half of the Northwest Quarter of Section Twenty-four (24); all in Township Thirty-three north, Range Fifty-two (52) East, M.D.B.M.

The West Half of the West Half of Section Six (6), the West Half of the Northwest quarter and the Southeast Quarter of the North West quarter of Section Eight (8); all in Township Thirty-three (33) North, Range Fifty-three (53) West, M.D.B.M.

The Southeast Quarter of Section Twenty-five (25); the Southeast Quarter of Section Thirty-five (35); and all of Section Thirty-six (36), all in Township Thirty-four (34) North, Range Forty-seven (47) East, M.D.B.M.

The East Half and the Southwest quarter of Section Three (3); the Southeast Quarter of Section Nine (9); the Northeast Quarter, the Northeast Quarter of the Northwest Quarter, the South Half of the Northwest Quarter and the Southwest Quarter of Section Ten (10); all of Sections Fifteen (15) and Sixteen (16); the South Half, the Northeast quarter and the Northeast quarter of the Northwest Quarter of Section Seventeen (17); the Southeast Quarter of Section Nineteen (19); the East Half of the Northeast Quarter, the Southwest quarter of the Northeast Quarter, the Southeast Quarter, the East Half of the Southwest Quarter and the Southwest Quarter of the Southwest Quarter of Section Twenty (20); all of Sections Twenty-one (21), Twenty-eight (28) and Twenty-Nine (29); the South Half, the South Half of the North Half and the North Half of the Northeast Quarter of Section Thirty (30); and all of Sections Thirty-one (31) and Thirty-two (32); all in Township Thirty-four (34) North, Range Forty-eight East, M.D.B.M.

The West Half of Section One (1); the East Half of the Northeast Quarter, the Southwest Quarter of the Northeast quarter, the East Half of the Southwest quarter and the Southeast quarter of Section Two (2); all of Section Three (3); the North Half of the Northeast Quarter and the Southeast quarter of the Northeast quarter of Section Four (4); the Northwest Quarter, the South Half of the Northeast Quarter, the Southeast Quarter and the West Half of the Southwest Quarter of Section Ten (10); all of Section Eleven (11); the Northwest Quarter of the Northwest Quarter of Section Fourteen (14); all of Section Fifteen (15); the Northeast quarter, the East Half of the Southeast Quarter and the Northwest quarter of the Southeast Quarter of Section Twenty-two (22); all of Sections Twenty-three (23) and Twenty-five (25); the South Half of the Northeast Quarter, the Northwest Quarter of the Northeast Quarter and the West Half of the Northwest Quarter of Section Twenty-six (26); and the Northeast Quarter and the Northeast Quarter of the Northwest quarter of Section Thirty-six (36); all in Township Thirty-four (34) North, Range Fifty-one (51) East, M.D.B.M.

All of Section Five (5); the Northwest Quarter of the Southwest Quarter of Section Six (6); all of Sections Seven (7), Seventeen (17) and Nineteen (19); the Northwest quarter of the Southeast quarter of Section Twenty-five (25); the South Half of the South Half of Section Thirty (30); the North Half of Section Thirty-one (31); the West Half of the West Half, the East Half of the Southwest quarter, and the Southwest quarter of the Southwest quarter of Section Thirty-two (32); all in Township Thirty-four (34) North, Range Fifty-two (52) East, M.D.B.M.

The Southeast Quarter of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter of Section Sixteen (16); the Northwest Quarter of the Southwest Quarter and the Southwest quarter of the Southwest Quarter of Section Twenty (20); the South-east quarter of the Northeast quarter and the West Half of the Southeast Quarter of Section Thirty (30); all in Township Thirty-four (34) North, Range Fifty-three (53) East, M.D.B.M.

All of Sections Twenty-five (25) and Thirty-five (35) in Township Thirty-five (35) North, Range Forty-eight (48) East, M.D.B.M.

All of Sections Three (3), Five (5), Seven (7), Nine (9), Seventeen (17), Nineteen (19) and Thirty-one (31) in Township Thirty-five (35) North, Range Forty-nine (49) East, M.D.B.M.

All of Sections Twenty-three (23), Twenty-five (25) and Thirty-five (35); and the Northeast quarter, the East Half of the Northwest quarter, the Northwest quarter of the Southeast quarter and the Southwest quarter of Section Thirty-six (36); all in Township Thirty-five (35) North, Range Fifty-one (51) East, M.D.B.M.

The West Half of the Northeast quarter, the Northwest quarter of the Southwest Quarter, the North Half of the Southwest quarter, the Southwest Quarter of the Southwest quarter and the southeast quarter of the Northwest Quarter of Section Two (2); the Southeast quarter of Section Three (3); the Northwest Quarter of the Northeast Quarter and the East Half of the West Half of Section Ten (10); the South Half of the Southeast Quarter of Section Eleven (11); the Northeast quarter of the Northeast quarter, the South Half of the Northeast quarter, the Northwest Quarter of the Southeast Quarter, the North Half of the Southwest quarter, and the Southwest quarter of the Southwest quarter of Section Twelve (12); the Southwest quarter of the Southeast Quarter and the Southeast Quarter of the Southwest quarter of Section Thirteen (13); the Northwest quarter of the Northeast quarter and the East half of the West Half of Section Fourteen (14); the Southwest quarter and the West Half of the Northwest quarter of Section Fifteen (15); the East Half of Section Twenty-one (21); the Northeast Quarter of the Northwest Quarter, the West Half of the Northwest quarter, and the South Half of the Southeast Quarter of Section Twenty-two (22); the Southeast quarter of the Northeast quarter, and the East half of the Northwest Quarter, the North Half of the Southeast quarter and the Southwest quarter of Section Twenty-three (23); the North Half of the North Half of the Southwest quarter of the Northwest Quarter of Section Twenty-four (24); all of Section Twenty-seven (27); the East Half of Section Twenty-nine (29); and all of Section Thirty-three (33); all in Township Thirty-six (36) North, Range Forty-nine (49) East, M.D.B.M.

The West Half of Section Three (3); the East Half of the Northeast Quarter, the Southeast Quarter, the Southeast Quarter of the Southwest Quarter, the North Half of the Northwest Quarter and the Southwest Quarter of the Northwest Quarter of Section Four (4); the North Half, the North Half of the Southeast Quarter, the Southwest quarter of the Southeast quarter and the Southwest quarter of Section Five (5); the Northeast quarter of the Northeast quarter, the South Half of the Northeast Quarter, the Northwest quarter of the Northwest quarter, the Southeast Quarter and the East Half of the Southwest Quarter of Section Six (6); the North Half of the Northeast quarter, the Southeast Quarter of the Northeast Quarter, the Northeast Quarter of the Northwest Quarter, the South Half of the Northwest quarter the North Half of the Northeast Quarter of Section Seven (7); the North Half of the Northwest Quarter, the Southwest quarter of the Northwest quarter, the North Half of the South Half and the Southeast Quarter of the Northeast quarter of Section Eight (8); all of Section Nine (9); the West Half of Section Ten (10); the West Half of Section Fifteen (15); all of Section Sixteen (16); the South Half of $S. \frac{1}{2}$ of Section Seventeen (17); the South Half of the Southeast Quarter of Section Eighteen (18); the Northwest quarter, the North Half of the Northeast Quarter, the Southeast Quarter of the Northeast Quarter, the Southeast Quarter and the Northeast Quarter of the Southwest Quarter of Section Nineteen (19); the West Half of the Southwest quarter of Section Twenty (20); the North Half and the Southeast Quarter of Section Twenty-one (21); the West Half and the West Half of the West of the East Half of Section Twenty-two (22); the West Half and the West Half of the East Half of Section Twenty-seven (27); the East Half, the North Half of the Northwest Quarter and the Southwest quarter of Section Twenty-eight (28); the South Half of Section Twenty-nine (29); the West Half of the Northeast Quarter and the Northeast Quarter of the Southeast Quarter of Section Thirty (30); all of sections thirty-two (32) and Thirty-three (33); and Lots Eight (8), Nine (9), Ten (10), Eleven (11) and the West Half of Section Thirty-four (34); all in Township Thirty-six (36) North, Range Fifty (50) East, M.D.B.M.

The East Half, the Southeast Quarter of the Northwest quarter, and the East Half of the Southwest quarter of Section Twenty-four (24) the East Half and the East Half of the West Half of Section Twenty-five (25); the West Half of the Northeast quarter, the North Half of the Southeast quarter and the Southwest quarter of the Southeast quarter of Section Thirty-five (35); and the Northeast quarter of Section Thirty-six (36); all in Township Thirty-seven (37) North, Range Forty-nine (49) East, M.D.B.M.

The South Half of the South Half of Section Eighteen (18); all of Section Nineteen (19); the West Half of the West Half of Section Twenty (20); the Southwest Quarter of the Southwest quarter of Section Twenty-seven (27), the East Half, the North Half of the Northwest quarter, the Southwest quarter of the Northwest quarter and the Southeast quarter of the Southwest Quarter of Section Twenty-eight (28); the Northeast quarter, the North Half of the Northwest quarter, the Southwest quarter of the Northwest quarter, the East Half of the Southeast Quarter, the Northwest quarter of the Southwest Quarter and the South Half of the Southwest quarter of Section Twenty-nine (29); the Northwest Quarter of the Northeast Quarter, the South Half of the Northeast Quarter, the Northwest Quarter and the South Half of Section Thirty (30); the North Half, the Southwest quarter and the North Half of the Southeast Quarter of Section Thirty-one (31); the Northwest quarter, the Northwest Quarter of the Southwest Quarter, the Northeast quarter of the Southeast Quarter and the South Half of the Southeast Quarter of Section Thirty-two (32); the Northeast quarter of the Northeast quarter, the Southwest quarter of the Northeast quarter, the South Half of the Northwest quarter, the Southwest quarter and the Southeast Quarter of the Southeast Quarter of Section Thirty-three (33); the Northwest quarter of the Northwest quarter, the Southeast quarter of the Northwest quarter, and the Southwest quarter of Section Thirty-four (34); all in Township Thirty-seven (37) North, Range Fifty (50) East, M.D.B.M.

Lots one (1), Two (2), Twenty-three (23) and Twenty-four (24), in Block Thirteen (13) of the Town of Carlin, in said County of Elko.

Also any and all lands adjacent to and which are within the enclosure of, or occupied by buildings, fences and other structures principally upon the hereinbefore described real property.

TOGETHER WITH ALL WATER AND WATER RIGHTS OWNED BY SAID TRUSTEE and any and all water and water rights appurtenant to said lands, or any portion thereof, particular reference being made to the water and water rights described and referred to in the Final Decree of Partition, duly given, made and entered by the Fourth Judicial District Court of the State of Nevada, for the County of Elko, in that certain action entitled JENNIE C. DUNPHY MEYER, formerly JENNIE C. DUNPHY, et. al. vs. VIOLA CARRIE CARMEN PIERCY BURNETT, Et. al., on the 16th day of August, 1916, which said action is numbered 2126 on the records of said Court;

AND ALSO any and all water or water rights that may hereafter be acquired by said Trustee, her successors or assigns, as appurtenant to said land or any portion thereof.

EXCEPTING FROM THE FOREGOING REAL PROPERTY, HOWEVER, those certain portions thereof declared and decreed to be owned by the CENTRAL PACIFIC RAILWAY COMPANY by the interlocutory decree duly given, made and entered in said action last above mentioned by said Fourth Judicial District Court, of the State of Nevada, for the County of Elko, on the 15th day of February, 1915.

Done in open Court this 10th day of November, 1921.

E. J. L. Taber
Judge.

We the undersigned, do hereby stipulate, consent and agree that an order and judgment may be rendered in the above entitled action in accordance with the foregoing Judgment and Decree.

Mary D. Flood

"EXHIBIT A".

San Francisco,

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after, date, without grace, for Value Received, promise to pay to THE HIBERNIA SAVINGS AND LOAN SOCIETY, or order, at its office in San Francisco, the sum of Dollars in Gold Coin of the United States of the Standard of the year one thousand eight hundred and sixty-one, with interest from date until the maturity of this note, at the rate of PER Cent Per ANNUM NET, payable in like Gold Coin Monthly in advance, at the same place; said interest if not paid as it becomes due, to be added to the principal and become a part thereof, and to bear interest at the same rate; and if default be made in the payment of the interest monthly in advance, as above provided, or if any change be made in the title to the property described in the mortgage securing this note, then this note shall immediately become due, at the option of the holder thereof, and if default be made in the payment of the principal sum as above provided, it shall bear interest thereafter until paid, at the rate of twelve per cent. per annum. This note secured by a mortgage of even date herewith.

THIS MORTGAGE, Made the "EXHIBIT B" in the year nineteen hundred and
 day of of the City and County
 By of San Francisco, State of California, Mortgagor, to THE HIBERNIA SAVINGS AND LOAN SOCIETY, a corporation, duly organized and existing under the laws of the State of California, and whose principal place of business is at the said City and County, Mortgagee.

WITNESSETH: That the Mortgagor hereby grants and transfers by way of Mortgage, and hereby hypothecates and mortgages to the Mortgagee, the real property situate in said City and County, and described as follows:

The Mortgagor has received from the Mortgagee the sum of Dollars, as a loan; the Mortgagor has executed and delivered to the Mortgagee the Promissory Note of the Mortgagor, of even date herewith for said sum of Dollars; said Promissory Note is payable to the order of the Mortgagee one year after date, and by its terms said sum is to bear interest at the rate specified in said note, payable monthly in advance, and if not so paid is to be compounded monthly, and the principal to become due on default in payment of the interest, or upon any change being made in the title to said property, at the option of the payee; and after default in payment of the principal sum, the interest to be twelve per cent. per annum and principal and interest are made payable in gold coin of the United States at the office of the Mortgagee, in San Francisco.

This Mortgage is made as security for the payment of said Promissory Note, according to its terms, or any renewal or extension thereof, and for the payment of said sum of money and the interest thereon, and for the discharge and performance of every obligation imposed upon the Mortgagor by the terms of this Mortgage.

The Mortgagor hereby promise to pay said sum of money, and the interest, to the Mortgagee, or order, as provided in said Promissory Note.

This Mortgage, or the Mortgagor's right of redemption, may be foreclosed by suit, or proper judicial proceedings, at any time after default made in the payment of said Promissory Note, or of the interest thereon, or after the breach of any obligation for which this Mortgage is security; and if such suit be brought, there shall be due to the Plaintiff, for counsel fees, on filing the complaint, the amount of five per cent. of the debt due from the Mortgagor to the Plaintiff, and also the cost of continuing the abstract of title to said real property from the date hereof to any date or dates required by said Mortgagee, and furthermore the costs of drawing all necessary copies of said complaint and the summons issued thereon; and the Mortgagor and mortgaged property are hereby made liable to the Mortgagee for such counsel fees, such abstracting and such costs.

And the Mortgagor hereby empowers the Mortgagee to sell and convey said mortgaged property at any time after default made in the payment of said Promissory Note, or the interest thereon, or after the breach of any obligation for which this Mortgage is security; any such sale may be public, or private, at the option of the Mortgagee and may be made after such notice, and for such price, and on such terms as to payment or otherwise, as the Mortgagee may deem proper; at any such sale the Mortgagee, in its own name, or in the name of any person, shall have the right to purchase; and the Mortgagor hereby authorizes and empowers the Mortgagee to execute and deliver, in the name of the Mortgagor, a good and sufficient deed and conveyance of said property, or any part thereof; and any recitals contained in any conveyance of the mortgaged property which may be made by the Mortgagee, must be deemed conclusive evidence of the facts recited. The foregoing power of sale shall not be exercised until the Mortgagee, or its assigns, shall first record in the Office of the Recorder of the County wherein the mortgaged property or some part thereof is situate notice of such breach and of its election to sell or cause to be sold said property to satisfy said obligation. Not less than three months shall elapse between the date of the recordation of such notice and the date of sale under said power. Notice of the time and place of said sale shall be given by the Mortgagee in the manner and for a time not less than that required by law for sales of real property on execution. The proceeds of such sale must be applied to the payment, in whole or in part, of the expenses of the sale, and of the amount due to the Mortgagee upon this Mortgage and upon said Promissory Note; and upon any such sale counsel fees shall be allowed as part of the expenses, at the rate of five per cent. upon the amount of the debt, and the Mortgagor and mortgaged property are hereby made liable to the Mortgagee for such counsel fees. The surplus of any such sale shall be paid to the Mortgagor.

In consideration of the granting of said loan to the Mortgagor by the Mortgagee, the Mortgagor hereby waives any and all defenses which may now or hereafter exist by virtue of any homestead statute, statute of limitation, or otherwise, to any action brought to foreclose said note or Mortgage, or to the exercise of the power of sale herein contained, except the sole defense of payment.

The Mortgagor hereby promises to pay any and all taxes that may be levied or assessed upon this Mortgage, or upon the money or debt hereby secured, or upon the said real property, and it is expressly agreed that the payment by said Mortgagor of any or all of such taxes shall not constitute a payment on account of the debt secured by this Mortgage, or to the extent of such payment a full or any discharge thereof.

The Mortgagee is also hereby empowered, for account of the Mortgagor, to purchase any adverse claim to or pay and discharge any and all liens upon, the mortgaged property, including any claim or lien arising from or relating to any tax or taxes that may be laid, levied, imposed or assessed upon this Mortgage, or the money or debt hereby secured, or upon said real property, and the fact of such payment shall conclusively establish the validity and legality of all such claims or liens, and to maintain or defend any action or proceeding at law affecting the title to the property hereinabove described, and upon the filing of any pleading in any such action, or proceeding, there shall be due to the Mortgagee, or its successors, for counsel fees therein, a sum equal to two per cent. of the amount due under the terms of said note or Mortgage.

The power to discharge liens, and to purchase adverse claims hereinbefore given to the Mortgagee may be exercised without notice to the Mortgagor or to the Mortgagor's successors in interest.

All money which may be paid by the Mortgagee for account of the Mortgagor, as herein provided, shall bear interest at the rate of twelve per cent. per annum, from the respective dates of payment, and shall be payable to the Mortgagee, with the interest thereon, at the same time as, and with the amount of said Promissory Note, and the Mortgagor and mortgaged property are hereby made liable to the Mortgagee for the amount of all such payments, and the interest thereon.

The mortgaged buildings must be kept insured by the Mortgagor for the security of the Mortgagee, in the sum of _____ Dollars.

The Mortgagor failing to effect such insurance, the same may be effected by the Mortgagee; and the Mortgagor and mortgaged property are hereby made liable to the Mortgagee for the cost of such insurance and interest thereon at the rate of twelve per cent. per annum. Insurance by the Mortgagor must be effected with a Company approved by the Mortgagee.

All money that may become due to the Mortgagee under the terms of this Mortgage, must be paid in Gold Coin of the United States.

A breach of any obligation for which this Mortgage is security shall entitle the Mortgagee to immediate possession of the mortgaged property; and in any action to foreclose this Mortgage, a Receiver shall be appointed, if required by the Plaintiff, to collect the rents of the property and apply the net proceeds thereof as directed by the Court in which said action is pending.

The covenants herein contained shall be binding upon the parties hereto, and upon their heirs, administrators, successors or assigns.

WITNESS the hand and seal of the Mortgagor.

State of California,)
City and County of San Francisco.) ss.

(SEAL)

On this _____ day of _____ in the year nineteen hundred and _____ before me, a Notary Public, in and for the said City and County, duly commissioned and sworn, personally appeared _____ known to me to be the person described in and who executed, and whose name is subscribed to the within instrument, and acknowledged to me that _____ executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in the said City and County, the day and year in this Certificate first above written.

My Commission expires _____ 192_____

Notary Public In and for the City and County of San Francisco, State of California.

Mortgage. To The Hibernia Savings and Loan Society. Dated _____ 192_____
Recorded at the Request of Tobin & Tobin _____ A.D. 192_____ at _____ min. past _____ M. in Liber
of Official Records, page _____. Tobin & Tobin, Attorneys.

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

JENNIE C. DUNPHY MEYER, Trustee under)
the Trust hereinafter referred to, JENNIE C. DUNPHY MEYER)
and X. RODWELL MEYER, her husband,)
Plaintiffs,)

vs.)

MARY D. FLOOD, JAMES C. DUNPHY, VIOLA CARRIE CARMEN PIERCY)
BURNETT, WILLIAM WESLEY BURNETT, her husband, and WILLIAM)
WESLEY BURNETT, JR.,)
Defendants.)

ACKNOWLEDGMENT OF SERVICE.

JAMES C. DUNPHY, WILLIAM WESLEY BURNETT, VIOLA CARRIE CARMEN PIERCY BURNETT, Defendants in the above-entitled action hereby acknowledge that copy of the summons in said action, attached to a certified copy of the complaint in said action, was delivered to them personally on the 29th day of October, 1921, and defendants herein consents that decree and judgment be entered in said action according to the complaint on file herein without any other or further notice to the said defendants, and at any time at the convenience of the Court and plaintiffs in said action.

JAMES C. DUNPHY

WILLIAM WESLEY BURNETT

VIOLA CARRIE CARMEN PIERCY BURNETT.

STATE OF NEVADA) ss.
 COUNTY OF ELKO)

I, M.J.Keith, County Clerk and Ex-Officio Clerk of the District Court of the Fourth Judicial District of the State of Nevada, in and for the County of Elko, do hereby certify that the annexed is a full, true and correct copy of Judgment and Decree Jennie C.Dunphy Merey, Plaintiff, vs. Mary D. Flood, et. al. defendant as the same appears on file and of record in my office.

WITNESS my hand and the seal of said court affixed this 10 day of November, A.D. 1921.

(Seal of Court)

M.J. Keith
 Clerk.

Endorsed: No. COPY In the District Court of the Fourth Judicial District of the State of Nevada, for the County of Elko. Jennie C.Dunphy Meyer, Trustee, etc., et.al., Plaintiffs, vs. Mary D. Flood, et al., Defendants. JUDGMENT AND DECREE.

FILED November 10 1921, M.J.Keith, Clerk. Tobin & Tobin Attorneys for Hibernia Bank Building San Francisco.

Recorded at the request of Morley Griswold Nov. 12, A.D. 1921 At 15 minutes past 3 P.M.

Edgar Eather--Recorder

By Peter Merialdo---Deputy.