

Western States Life Insurance Company, )

to )

MARY D. FLOOD, a Widow. )

NOTICE OF BREACH AND ELECTION TO SELL UNDER POWER OF SALE IN MORTGAGE.

Dated: November 6th, 1926.

NOTICE OF BREACH AND ELECTION TO SELL UNDER POWER OF SALE IN MORTGAGE.

NOTICE IS HEREBY GIVEN, that, whereas, MARY D. FLOOD, a widow, executed her promissory note to WESTERN STATES LIFE INSURANCE COMPANY, dated the 4th day of October, 1921, for the sum of Forty Thousand Dollars (\$40,000.), due and payable three years after its date, and at the same time, and to secure the payment of said note, executed her mortgage to said Western States Life Insurance Company, conveying certain real properties situate in the Counties of Elko, Eureka, and Lander, in the State of Nevada, described as follows:

The north half of the northwest quarter of Section Six (6) in township thirty-two (32) north, Range forty-eight (48) east, M.D.B. and M.

The east half of the east half of Section twenty-three (23) in township thirty-three (33) north, Range forty-seven (47) east, M.D.B. and M.

The west half and the west half of the east half of Section four (4); all of Section five (5); the northeast quarter and the south half of Section seven (7); all of Section eight (8); the west half and the west half of the northeast quarter of Section nine (9); all of Sections seventeen (17) and eighteen (18); the northeast quarter of the northeast quarter, the south half of the northeast quarter and the southeast quarter of Section nineteen (19); all of Sections twenty (20), twenty-nine (29), thirty (30) and thirty-one (31); the north half and the north half of the south half of Section thirty-two (32); all in township thirty-three (33) north, range forty-eight (48) east, M.D.B. and M.

The southeast quarter of the northwest quarter, the east half of the southwest quarter, and the southwest quarter of the southwest quarter of Section twenty-eight (28); the south half of the southeast quarter of Section thirty (30); the northwest quarter, the northwest quarter of the northeast quarter, the southeast quarter of the northeast quarter, the north half of the southeast quarter, and the southwest quarter of the southeast quarter of Section thirty-two (32); all in Township thirty-four (34) north, range fifty-one (51) east, M.D.B. and M.

All of Sections one (1) and three (3); the north half, the southeast quarter and the northeast quarter of the southwest quarter of Section four (4); the east half of Section five (5); all of Section nine (9); the northwest quarter of the northeast quarter, the south half of the northeast quarter, the east half of the northwest quarter, the northwest quarter of the northwest

quarter, the southeast quarter and the northeast quarter of the southwest quarter of Section ten (10); all of sections eleven (11) and thirteen (13); the northwest quarter of the northeast quarter, the south half of the northeast quarter, the northwest quarter, the north half of the southeast quarter, the southeast quarter of the southeast quarter and the northeast quarter of the southwest quarter of section fourteen (14); all of section fifteen (15); the southwest quarter of the northwest quarter, the northwest quarter of the southeast quarter, the south half of the southeast quarter, the east half of the southwest quarter and the northwest quarter of the southwest quarter of section sixteen (16); and the south half of the northeast quarter of section eighteen (18); all in township thirty-five (35) north, range fifty-one (51) east, M.D.B. and M.

The east half of the east half of section twenty-two (22); the east half of the east half of Section twenty-seven (27); and Lots one (1), Two (2), five (5), six (6) and seven (7) of section thirty-four (34); all in township thirty-six (36) north, Range fifty (50) east, M.D.B. and M.

The southwest quarter of the southwest quarter of section four (4); the southwest quarter of the northeast quarter, the north half of the northwest quarter, the southeast quarter of the northwest quarter, the northwest quarter of the southeast quarter and the southeast quarter of the southeast quarter of section five (5); the west half of the northwest quarter, the north half of the southwest quarter, the southeast quarter of the southwest quarter and the southwest quarter of the southeast quarter of section nine (9); the east half of the northwest quarter, the southwest quarter of the northwest quarter and the northeast quarter of the southwest quarter of section ten (10); the south half, the east half of the northeast quarter and the southwest quarter of the northeast quarter of section fifteen (15); the northeast quarter and the northeast quarter of the southeast quarter of section sixteen (16); the northwest quarter of the southwest quarter and the south half of the southwest quarter of section seventeen (17); the southwest quarter of the northeast quarter, the east half of the northwest quarter and the north half of the southeast quarter of section eighteen (18); the west half of the northwest quarter, the southeast quarter of the northwest quarter, the southwest quarter and the southwest quarter of the southeast quarter of section nineteen (19); the northeast quarter, the northeast quarter of the northwest quarter, the north half of the southeast quarter and the southeast quarter of the southeast quarter of section twenty (20); the southwest quarter of the northwest quarter and the west half of the southwest quarter of section twenty-one (21); the east half, the east half of the northwest quarter and the northeast quarter of the southwest quarter of section twenty-two (22); all of sections twenty-three (23); twenty-six (26); twenty-seven (27) and twenty-eight (28); the west half, the west half of the east half and the southeast quarter of the southeast quarter of section thirty (30); all of sections thirty-one (31), thirty-two (32) and thirty-three (33); the west half of the northwest quarter and the southwest quarter of Section thirty-four (34); and all of section thirty-five (35); all in township thirty-six (36) north, range fifty-one (51) east, M.D.B. and M.

The southeast quarter of section twenty-three (23) in township thirty-three (33) North, range fifty-two (52) east, M.D.B. and M.;

Including all buildings and improvements thereon, or that may be erected thereon, also all water rights appurtenant thereto, together with all and singular the tenements, heredita-

ments and appurtenances thereunto belonging or in anywise appertaining, or during the life of said mortgage used in connection therewith, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

AND WHEREAS said mortgage was made in triplicate and one copy thereof duly recorded on the 24th day of October, 1921, in Book 9 of Mortgages, page 288 to 290, inclusive, Records of Elko County, State of Nevada; and one copy thereof duly recorded on the 24th day of October, 1921 in Liber F of Mortgages, Page 143, Records of Eureka County, State of Nevada; and one copy thereof duly recorded October 24th, 1921, in Book 7 of Mortgages at page 214, Records of Lander County, State of Nevada;

AND WHEREAS said mortgage contains a Power of Sale of the mortgaged properties therein described, which said Power of Sale is in words and figures following, to-wit:

"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 of any installment thereof, 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 counties 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 upon 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 proceeds of any such sale shall be paid to the mortgagor.

It is further covenanted and agreed that the power of sale hereinabove granted to the mortgagee may be exercised by the said mortgagee without the necessity of any foreclosure proceedings."

AND WHEREAS this Company is the owner and holder of said promissory note; and whereas there have been various breaches in the performance of the obligations to be performed by the mortgagor under the terms of said promissory note and said mortgage, and particularly the failure and refusal to pay all or any part of the principal of said promissory note and certain installments of interest thereon, and various installments of taxes on the mortgaged property, all of which are now overdue and unpaid for more than ten days after the same should have been paid;

NOW, THEREFORE, notice is hereby given of such breach and that said Western States Life

Insurance Company has exercised, and does hereby exercise, its election to sell or cause to be sold the real properties described in and covered by said mortgage, to satisfy the obligations secured thereby, and unless said obligations are satisfied theretofore, that said property will be sold as provided in said mortgage.

IN WITNESS WHEREOF, said Western Life Insurance Company has caused its corporate name to be subscribed and its corporate seal to be affixed hereunto by its Vice President and Secretary, thereunto duly authorized.

Dated, this 6th day of November, 1926.

(Western States Life Insurance Co. Seal)

WESTERN STATES LIFE INSURANCE COMPANY,

By T. G. Crothers

Vice President

John V. Hawley

Secretary

STATE OF CALIFORNIA )  
                                  )SS.  
County of San Francisco)

On this 6th day of November, in the year One Thousand Nine Hundred and twenty-six before me, JOHN R. TYRRELL a Notary Public in and for the City and County of San Francisco State of California, residing therein, duly commissioned and sworn, personally appeared T. G. Crothers known to me to be the Vice President and John V. Hawley known to me to be the Secretary of the Corporation that executed the within instrument and the officers who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation 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.

(Seal)

John R. Tyrrell

Notary Public

In and for the said City and County of San Francisco State of California.

Recorded at the request of Western States Life Insurance Co., Nov. 8 A.D. 1926 at 55 minutes past 4 P.M.

Peter Merialdo--Recorder.