

certain obligations of said Jose Elorga Company to the First Party, which said mortgage was recorded as follows:

Mortgage dated the 30th day of June, 1932, recorded in Book Q of Chattel Mortgages, beginning at page 281 thereof, of the records of Eureka County, Nevada; and

WHEREAS: The Second Party has made or is about to make a loan to said The Jose Elorga Company, secured by a chattel mortgage, upon certain property of said Jose Elorga Company, upon the understanding that the said last mentioned mortgage shall become a first lien upon the mortgaged property; and

WHEREAS: The said Jose Elorga Company is indebted to said First Party in an amount exceeding Eleven Thousand Eight Hundred & no/100 (\$11,800.00) Dollars; and

WHEREAS: It has been agreed between the First Party and the said Second Party that Eleven Thousand eight hundred (\$11,800.00) Dollars of the money so loaned by said Second Party shall be paid to the First Party, or its order, and the amount of such payment credited upon the note, notes or other obligation heretofore given by said Jose Elorga Company to said First Party, and that the First Party shall waive its prior lien upon the property of said Jose Elorga Company in favor of said Second Party, and agree that the lien or liens of the mortgage or mortgages given by said Jose Elorga Company to the First Party shall be subordinate and secondary to the lien of the said mortgage of the Second Party;

NOW, THEREFORE, In consideration of the premises and of the payment to it or its order of the sum of Eleven thousand eight hundred (\$11,800.00) Dollars, which said payment and the receipt thereof is hereby acknowledged, the First Party does hereby waive its first lien or liens upon the property of said Jose Elorga Company, in favor of the Second Party, and does consent and agree with said Second Party that the lien of the mortgage given or to be given by said Jose Elorga Company to said Second Party, and of any extension or renewals thereof, whether for present or future advances, or other sums secured by such mortgage, shall be prior and superior to any lien or liens of the First Party upon the property so mortgaged, and that the lien of the First Party is and shall be subordinate and secondary to that of the Second Party.

IN WITNESS WHEREOF, The First Party has caused its corporate name to be subscribed hereto and its corporate seal to be affixed by its Cashier thereunto duly authorized, this 15th. day of March, 1933.

Farmers & Merchants National Bank,
Eureka, Nevada

(FARMER'S & MERCHANTS NAT'L BANK)
(SEAL)

By C. L. Tobin

Its Cashier.

STATE OF NEVADA)
) SS
County of Eureka)

On this 15th. day of March, 1933, personally appeared before me, a Notary Public in and for said County, C. L. Tobin, known to me to be the Cashier of the corporation that executed the foregoing instrument, who upon oath did depose that he is the officer of said corporation as above designated; that he is acquainted with the seal of said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation; that the signature to said instrument was made by the officer of said corporation as indicated after said signature, and that said instrument was executed by authority of a resolution of its Board of Directors; that said corporation executed the said instrument freely and voluntarily, and for the uses and purposes therein mentioned.

Witness my Hand and Official Seal the day and year first above written.

(SEAL)

J. J. Depoli
Notary Public in and for said County of Eureka,
State of Nevada.

COPY

Recorded at the Request of C. L. Tobin, March 17th A. D. 1933 At 50 minutes past 1 P. M.

Peter Meriardo-----Recorder.

By Adeline Kelley Deputy