

# NEVADA CHATTEL MORTGAGE

Pedro Corta and Juanita Corta, his wife

residing at Elko County of Elko State of Nevada, Mortgagor,  
(the word "Mortgagor" and the language of this instrument shall, when there is more than one mortgagor, be construed as plural  
and binding equally on all mortgagors) for and in consideration of  
Forty three thousand and no/100 - \$43,000.00 Dollars,  
to said Mortgagor paid by Regional Agricultural Credit Corporation of Salt Lake City, Utah, Mortgagee, does hereby grant,  
bargain, transfer, sell and mortgage unto said Mortgagee the following described personal property situated in the County of  
Elko State of Nevada, and described as follows:

## THE FOLLOWING DESCRIBED LIVESTOCK:

Three hundred eighteen (318) head of cattle and  
six thousand five hundred ninety (6590) head of  
Rambouillet sheep, more particularly described  
and classified as follows:

40 steers, age one year, Hereford and Shorthorn  
6 steers, age two years, "  
40 heifers, age one year, "  
55 heifers, age two years, "  
125 cows, age three to seven yrs. "  
8 cows over eight years "  
55 calves "  
4 bulls, registered-Hereford

Also 7 head of cattle unclassified

ALSO: 800 ewes, age two years  
1450 ewes, age three years  
2180 ewes, age four years  
487 ewes, age five years  
1545 ewes, lambs-1934 Also 8 goats  
200 wether lambs - 1934

ALSO: 20 broke horses  
10 unbroke horses

8 broke mules-Together with all  
saddles, camps, wagons, camp and pack  
equipment complete. Said horses are  
branded thus PC on the left hind leg  
three (1935) yearling ewes, leased from Max Arnold, of Jiggs, County of Elko, State of  
Nevada, said sheep now running, the mortgagor's sheep above described, and being cared  
for by mortgagor. - - - Together with the brand and the sole and exclusive right to its  
use and transfer, said brand having been recorded in the office of the County Recorder of  
Elko County, Elko, Nevada, and in the office of the State Board of Stock Commissioners,  
Reno, Nevada. During the life of this mortgage, the said sheep will retain the above  
described brand and ear marks, and the cattle will also retain their respective brand and  
ear marks, and all calves and all lambs born from said livestock will be branded and ear-  
marked in like manner.

This mortgage includes all calf, lamb and wool crops born or sheared from the above des-  
cribed livestock during the years 1934 and 1935 and during the full period of this mort-  
gage or any extension or renewal thereof. The mortgagee is also entitled to the proceeds from  
the 1934 wool clip now on consignment to Draper & Company.

This is a renewal mortgage of a certain mortgage dated January 15, 1934

In the case of sheep and cattle all lamb and calf crops (whether now born or unborn) during the period of the mortgage are included.

There is also included all the right, title and interest of the Mortgagor in and to all hay, grain, pasturage and feed, and in and to  
all range and forest reserve rights, feed, pens, feed troughs and water rights and privileges used or useful in feeding said livestock,  
also all horses, mules, harness, camps, camp wagons, commissary, outfits, and shearing, lambing, and other equipment used in operat-  
ing said livestock, and in general all property and equipment now or hereafter used in or in connection with feeding, ranging, watering,  
lambing, shearing, maintaining, transporting or caring for said livestock, so far as such property is the lawful subject of chattel mort-  
gage, until the indebtedness herein described is paid in full.

All of said livestock may carry other brands and marks than those mentioned, but in any event the above enumeration and descrip-  
tion is intended to cover and include all livestock now owned by the Mortgagor, and their increase, and all additions thereto, whether  
marked or branded as stated or otherwise, or unbranded.

The said livestock during the term of this mortgage will be kept only in the following county or counties and State or States:

Counties of Elko, Ely, Eureka, State of Nevada

and will not be removed therefrom except with the written consent of the Mortgagee.

ALL CROPS of every name, nature and kind, growing or to be grown, planted, cultivated or har-  
vested during the year 1934-1935 upon the following described real estate situated in Elko County,  
State of Nevada to-wit:

120 acres of farm and pasture land, owned by the mortgagor at or near Jiggs, County of  
Elko, State of Nevada

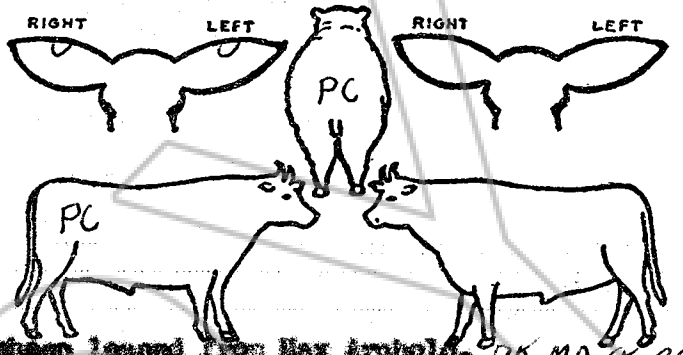
As to crops not planted at the time of the execution of this mortgage, it is the intention of the parties that the mortgage shall  
take effect upon the said crop when planted.

TO HAVE AND TO HOLD the said property and all of the same unto the said Mortgagee, and its successors and assigns forever.

L.H. 6813

Said livestock bearing one or more of the following described  
brands or ear marks:

Wool Brand PC Cattle Brand PC



Also 1935 sheep leased from Max Arnold, of Jiggs, County of Elko, State of Nevada,  
(310 tons of hay and 13 tons of corn- Said feed being  
(located on property owned by the mortgagor at or  
(near Jiggs, County of Elko, State of Nevada.  
(This mortgage includes all feed now owned, or that  
(may be hereafter acquired during the life of this  
(mortgage.

The said cattle are branded thus PC on the right  
hip, and are ear marked with upper bit in each ear,  
(as shown on diagram herein. The sheep are wool-  
marked thus PC and are ear marked with upper bit  
(in each ear, as shown on diagram herein.

This mortgage intends to include all lamb and wool  
crops born or sheared from thirteen hundred eighty

PROVIDED, nevertheless, this is a mortgage given to secure payment of the following:

No. ....

\$ 43,000.00

January 9, 1935

193

jointly and severally, promise to pay to the order of the REGIONAL AGRICULTURAL CREDIT CORPORATION of Salt Lake City, Utah, at its office in the city of Salt Lake, State of Utah,

Forty three thousand and no/100

Dollars,

with interest at the rate of 6 1/2 per cent per annum from date hereof, payable at maturity

In the event this note is placed in the hands of an attorney for collection or suit is brought on the same, or any portion thereof, we and each of us, jointly and severally, further agree to pay such reasonable attorney's fees and costs of collection as may be permitted by law to be charged.

The makers and indorsers of this note severally waive presentment for payment, demand, protest, and notice of non-payment thereof.

(Signed) Pedro Corta

(Signed) Juanita Corta

(If more than one note describe other notes in following space.)

Upon default by the mortgagor of any of the terms, covenants, conditions or agreements of this mortgage it is agreed that all of the rights granted the mortgagee, under covenant No. 13 of an Act of the State of Nevada entitled, "An act relating to mortgages on real and personal property, and to provide that certain agreements, covenants, obligations, rights and remedies thereunder may be adopted by reference," approved March 23, 1927, hereinafter mentioned, are hereby granted to the mortgagee herein and extended to all of the chattels herein mortgaged.

Every covenant, stipulation and agreement herein contained shall bind and inure to the benefit of the said mortgagor and mortgagee and their respective heirs, executors, administrators, successors and assigns.

The following covenants: One; Two 10 (Atty. fee) %; Three 6 1/2 (Advances) %; Four; Five; Six; Seven (\$ (Insurance)); Eight; Nine; Ten; Eleven; Twelve; Thirteen; Fourteen; and Fifteen of an act entitled "An act relating to mortgages on real and personal property, and to provide that certain agreements, covenants, obligations, rights and remedies thereunder may be adopted by reference," approved March 23, 1927, (being chapter 109 of the Statutes of the State of Nevada of the year 1927), are hereby adopted and made a part of this mortgage.

Dated this 9th day of January 1935

(Signed) Pedro Corta (Pedro Corta) (Seal)

(Signed) Juanita Corta (Juanita Corta) (Seal)

(ACKNOWLEDGMENT—INDIVIDUAL)

STATE OF NEVADA

COUNTY OF ELKO

SS.

On this 29th day of January, A. D. 1935, personally appeared before me

Lois Hayes, a notary public in and for Elko County,

Pedro Corta and Juanita Corta, his wife

known to me to be the person described in, and who executed the foregoing instrument, 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 at my office in the County of Elko, the day and year hereinabove first written.

(Signed) Lois Hayes

My commission expires

Nov. 27, 1938

Notary Public in and for the County of Elko, Nevada  
State of Nevada Residing at Elko, Nevada

(AFFIDAVIT—INDIVIDUAL)

STATE OF NEVADA

COUNTY OF ELKO

SS.

Pedro Corta and Juanita Corta, his wife

being first duly sworn, deposes and says: that he is (are) the mortgagor described in and who executed the foregoing mortgage, and that said mortgage is made in good faith to secure the amount named therein, and without any intent or design to deceive, hinder, delay or defraud the creditors of the mortgagor.

(Signed) Pedro Corta (Pedro Corta)

(Signed) Juanita Corta (Juanita Corta)

Subscribed and sworn to before me this 29th day of January 1935

My commission expires

Nov. 27, 1938

Notary Public in and for the County of Elko, Nevada  
State of Nevada Residing at Elko, Nevada

(AFFIDAVIT—MORTGAGEE)

STATE OF UTAH

COUNTY OF SALT LAKE

SS.

A. J. Paul

being first duly sworn, deposes and says:

That he is Asst. Secy. & Asst. Treas. of the mortgagee corporation named in the foregoing mortgage, and that as such officer he makes this affidavit on behalf of said corporation; that the aforesaid mortgage is made in good faith to secure the amount named therein and without any design to deceive, hinder, delay or defraud creditors.

(Signed) A. J. Paul

Subscribed and sworn to before me this 9th day of January 1935

My commission expires

May 1, 1938

(Signed) Ethelyn B. Sargent  
Notary Public in and for the County of Salt Lake, Utah  
State of Utah Residing at Salt Lake City

(ACKNOWLEDGMENT—CO-PARTNERSHIP)

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 193\_\_\_\_, personally appeared before me \_\_\_\_\_, a notary public in and for \_\_\_\_\_

County, \_\_\_\_\_, known to me to be the person described in and who executed the foregoing instrument in behalf of and as a member of the co-partnership of \_\_\_\_\_, who acknowledged to me that he executed the said instrument for and on behalf of said co-partnership 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 at my office in the County of \_\_\_\_\_, the day and year hereinabove first written.

My commission expires \_\_\_\_\_

Notary Public in and for the County of \_\_\_\_\_  
State of \_\_\_\_\_ Residing at \_\_\_\_\_

(AFFIDAVIT—CO-PARTNERSHIP)

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

\_\_\_\_\_, being first duly sworn, deposes and says that he is one of the co-partnership \_\_\_\_\_, the mortgagor described in and which executed the foregoing mortgage and that said mortgage is made in good faith to secure the amount named therein and without any intent or design to deceive, hinder, delay or defraud the creditors of the mortgagor.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 193\_\_\_\_\_

My commission expires \_\_\_\_\_

Notary Public in and for the County of \_\_\_\_\_  
State of \_\_\_\_\_ Residing at \_\_\_\_\_

(ACKNOWLEDGMENT—CORPORATE)

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 193\_\_\_\_, personally appeared before me \_\_\_\_\_ a notary public in and for \_\_\_\_\_

County \_\_\_\_\_, known to me to be the \_\_\_\_\_ (President, Vice President or Secretary) of the corporation that executed the foregoing instrument and 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 signatures to said instrument were made by officers of said corporation as indicated after said signatures; and that the said corporation executed the said instrument 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 at my office in the County of \_\_\_\_\_ the day and year hereinabove first written.

My commission expires \_\_\_\_\_

Notary Public in and for the County of \_\_\_\_\_  
State of \_\_\_\_\_ Residing at \_\_\_\_\_

(AFFIDAVIT—CORPORATE)

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

\_\_\_\_\_, being first duly sworn, deposes and says that he is the \_\_\_\_\_ of \_\_\_\_\_ corporation, the mortgagor described in and which executed the foregoing mortgage and that he makes this affidavit for and on its behalf; that the said mortgage is made in good faith to secure the amount named therein and without any intent or design to deceive, hinder, delay or defraud the creditors of the mortgagor.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 193\_\_\_\_\_

My commission expires \_\_\_\_\_

Notary Public in and for the County of \_\_\_\_\_  
State of \_\_\_\_\_ Residing at \_\_\_\_\_



File No. 59216

Chattel Mortgage

TO

Regional Agricultural  
Credit Corporation  
of Salt Lake City, Utah

Dated

File No. 21045

The within chattel mortgage was filed for  
record in my office as a chattel mortgage on  
the 17th day of May, 1935,  
filing No. 21045 at 0 minutes  
past 4 o'clock P. M.

County Recorder.

(SEAL)

County

State of

I hereby certify that this is  
a true and correct copy of that  
certain Chattel Mortgage dated  
January 9, 1935 wherein  
Pedro Corta and Juanita Corta  
are mortgagors, and REGIONAL  
AGRICULTURAL CREDIT CORPORA-  
TION OF SALT LAKE CITY, UTAH,  
is mortgagee; that I have care-  
fully compared the original  
mortgage with this copy.

WITNESS MY HAND AND SEAL this  
16th day of May, 1935

Notary Public in and for the  
County of Alameda, State of  
California

I hereby certify that an exact duplicate

original of the within chattel mortgage was  
filed for record in my office on the 14th  
day of Feb., 1935, at 9:05 o'clock

M. and received filing number 59216

(Signed) Wm. Figsby

Recorder.

(SEAL)

Deputy.