

# NEVADA MORTGAGE

SMITH CREEK LIVESTOCK COMPANY, a co-partnership, with its principal place of business

at Elko, County of Elko, State of Nevada, Mortgagee,  
 (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 THIRTY-EIGHT THOUSAND FIVE HUNDRED FORTY-  
 FIVE AND 53/100 Dollars,  
 to said Mortgagee paid by Regional Agricultural Credit Corporation of Salt Lake City, Utah, Mortgagee, does hereby grant, bargain,  
~~transfer, sell and assign~~ unto said Mortgagee the following described personal property situated in the County of Elko, Nye  
 and Nye State of Nevada, and described as follows:

**THE FOLLOWING DESCRIBED CHATELS:**

Fifty-five (55) head of Hereford and Durham cattle, thirteen thousand three hundred ninety-three (13,393) head of sheep, twenty-eight (28) head of horses, nine (9) head of mules, more particularly described and classified as follows:

<u>CATTLE</u>	<u>SHEEP</u>
10 Hereford & Durham Heifers, 2's	1230 Rambouillet Ewes, 1's
22 " " " Cows	1140 " " 2's
10 " " " Calves	1100 " " 3's
1 " " " Bull	1080 " " 4's
12 " " " (Unclassified)	1205 " " 5's
	1007 " " 6's
16 Work Horses	1122 " " 7's & up
12 Saddle Horses	111 " and Panama Bucks
9 Mules	5400 " Lambs
10 Burros	

EQUIPMENT

- |  |  |
|--|--|
| 4 Wagons<br>8 Sets Harness<br>4 Saddles<br>3 Mowers<br>2 Buck Rakes<br>2 Horse Rakes | 1 Portable Derrick<br>1 Gas Engine<br>2 Smaller Gas Engines<br>1 Even-rude Motor and Pump<br>6 Burro Packs<br>Scrapers, Plows, etc.<br>Sheep Camp Equipment<br>Furniture |
|--|--|

Said cattle and horses are branded 5 on right ribs and/or SL on right ribs.  
 Said sheep are branded E on back.

New 1935 Ford Eight Pickup, Motor No. 1244658

This mortgage shall also cover all crops, including hay, grain, pasturage and other feed material of any kind or nature whatsoever planted and grown or which may be hereafter planted or grown by the mortgagor during the life of this mortgage and until the obligations and debt for which this mortgage is given as security are extinguished or discharged. 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 crops when planted. The mortgagee, however, consents that the mortgagor may use or permit the use or consumption of such crops in caring for, preserving, or preparing for market or sale the livestock or other animate chattels covered hereby. This clause is to cover the crops planted and grown or that may be planted and grown upon any of the real estate owned or occupied by the mortgagor in the Counties of Elko, Nye and White Pine, State of Nevada.

The above described property is hereby mortgaged to the mortgagee as additional and supplemental security to that certain mortgage dated the 11th day of August, 1934, filed for record in the office of the County Recorder of Elko County, State of Nevada, on the 16th day of August, 1934, Filing No. 58342, also filed for record in the office of the County Recorder of White Pine County, State of Nevada, on the 18th day of August, 1934, Filing No. 53531, also filed for record in the office of the County Recorder of Nye County, State of Nevada, on the 17th day of August, 1934, Filing No. 50216, and also filed for record in the office of the County Recorder of Eureka County, State of Nevada, on the 18th day of August, 1934, Filing No. 20041, and it is not intended to substitute for or displace said mortgage, that mortgage, together with the present mortgage, securing the payment of all indebtedness evidenced by and according to the terms of that certain promissory note hereinafter described.

The said livestock during the term of this mortgage in the Counties of the States of Nevada and State or States:

Elko, Nye, White Pine and Eureka Counties, State of Nevada

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

IF NO LIVESTOCK INCLUDED, RULE THIS OUT

RECORDED

RECORDED

IF NO CROPS INCLUDED, RULE THIS OUT

ALL CROPS of every name, nature and description which have been or may be hereafter sown, grown, planted, cultivated or harvested during the year..... upon the following described real estate situated in..... County, State of....., to-wit:

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.

ALL THAT CERTAIN REAL PROPERTY situate, lying and being in the County of....., State of Nevada, described as follows, to-wit:

IF NO REAL ESTATE, RULE THIS OUT

TOGETHER with all water, water rights, water applications and water permits, or privileges, connected with, belonging, appurtenant or incident to the lands hereby conveyed.

TOGETHER with all range, ranges and range right permits now and heretofore used, claimed and enjoyed by the mortgagor in connection with the herein above described lands and all other range rights of every kind, nature and description owned by the mortgagor or in which he has any interest.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and in anywise appertaining, and the reversion, and reversions, remainder and remainders, rents, issues and profits thereof

TO HAVE AND TO HOLD the said property and all of the same unto the said Mortgagee, and its successors and assigns forever. PROVIDED, nevertheless, this is a mortgage given to secure payment of the following:

(1) To secure the payment of the following described promissory notes executed by the Mortgagor in favor of the Mortgagee:

DATE	AMOUNT	MATURITY	INTEREST
August 9, 1935	\$38,545.53	August 9, 1936	6 1/2%

(2) To secure payment of all such further sums as may hereafter be advanced by the Mortgagee to or in behalf of the Mortgagor, for operating expenses, taxes, or for the care, maintenance, preservation, protection, handling, marketing, transportation, or otherwise, in connection with the property covered hereby; PROVIDED, HOWEVER, that the making of any such further loans, advances or expenditures shall be optional with the Mortgagee; and provided further that such sums so advanced shall not exceed the principal sum of \$100,000.00 at any one time.

(3) To secure payment of any and all extensions or renewals, and successive extensions or renewals of the note or notes above described, or of the indebtedness represented by the same, and of any other indebtedness at any time secured by this mortgage, whether represented by notes, drafts, open account or otherwise, and all the interest on the same, all of which extensions or renewals shall be optional with the Mortgagee, and for all of which this mortgage shall stand as a continuing security until paid.

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. In event the mortgagee shall, for any reason, take possession of any of the properties covered hereby, the mortgagee shall have the right to enter and remain upon any real estate owned or leased by the mortgagor for so long a period as may be necessary to care for, preserve, maintain, remove and/or sell any of the mortgaged property covered hereby and shall have the right to retain said property until such time as the mortgagee shall deem the livestock so taken to be in fit condition for sale and/or livestock markets favorable for its disposal.

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 (\$.....); Eight; (Insurance)

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 Ninth day of August, 1935

*Thelma 749 Peirce*

SMITH CREEK LIVESTOCK COMPANY, a co-partnership (Seal)  
 By A.G. McBride (A.G. McBride) (Seal)  
 By J.A. McBride (J.A. McBride) (Seal)  
 By Therese I. McBride (Therese I. McBride) (Seal)  
 By Alex Heguy (Alex Heguy)

(ACKNOWLEDGMENT - INDIVIDUAL)

STRIKE OUT COVENANTS NOT ADOPTED

IF MORTGAGOR IS CO-PARTNERSHIP OR CORPORATION, RULE THIS OUT

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, 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....., the day and year hereinabove first written.

My commission expires.....  
Notary Public in and for the County of.....  
State of..... Residing at.....

(AFFIDAVIT—INDIVIDUAL)

IF MORTGAGOR IS CO-PARTNERSHIP OR CORPORATION, RULE THIS OUT

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

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....

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—CO-PARTNERSHIP)

IF MORTGAGOR IS AN INDIVIDUAL OR A CORPORATION, RULE THIS OUT

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)

IF MORTGAGOR IS AN INDIVIDUAL OR A CO-PARTNERSHIP, RULE THIS OUT

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; that said instrument was executed as aforesaid pursuant to a resolution of Mortgagor's Board of Directors; 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 \_\_\_\_\_

No. 21311

# Mortgage

Regional Agricultural  
Credit Corporation  
Of Salt Lake City, Utah

TO

Dated.....

STATE OF NEVADA }  
COUNTY OF Carson } ss.

I hereby certify that this instrument was filed

~~for record~~ at the request of Richard M. Leonard

at 10 minutes past 4 o'clock P. m.,

this 13th day of April, A. D., 1935.

in my office and duly recorded in Book.....

of..... at page.....

Fees \$.....

Deborah M. ...  
Recorder

By..... Deputy

Return to  
REGIONAL AGRICULTURAL CREDIT COR-  
PORATION OF SALT LAKE CITY, UTAH  
RENO, NEVADA

Subscribed and sworn to before me this..... day of..... 193.....  
My commission expires.....

That he is..... 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.

being first duly sworn, deposes and says:  
STATE OF..... }  
COUNTY OF..... } ss.

### (AFFIDAVIT—MORTGAGEE)

Subscribed and sworn to before me this..... day of..... 193.....  
My commission expires.....

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.

STATE OF..... }  
COUNTY OF..... } ss.

### (AFFIDAVIT—CORPORATE)

I hereby certify that the above and foregoing is a full and correct copy of that certain mortgage, entered into on the..... day of....., 193....., by and between.....

of....., County of.....

State of....., as mortgagor, and Regional Agricultural Credit Corporation of Salt Lake City, Utah, as mortgagee, the original of which said mortgage has been carefully compared by me with this copy and which original is now in the possession of said Regional Agricultural Credit Corporation of Salt Lake City, Utah.

WITNESS my hand and seal this.....

day of....., 193.....

Notary Public

Within and fore the County of.....  
State of.....