



See attached release

THIS MORTGAGE made the 5th day of December, A. D., 1935, by and between the BUTLER CREEK LIVESTOCK COMPANY, a Corporation organized and existing under and by virtue of the laws of the State of Nevada, the party of the first part, mortgagor, and THE FIRST NATIONAL BANK OF ELKO, Elko, Nevada, a Corporation organized and existing under and by virtue of the laws of the United States of America, with its banking house in the City and County of Elko, State of Nevada, the party of the second part, mortgagee,-

W I T N E S S E T H:

THAT WHEREAS, the said mortgagor is justly indebted to the said mortgagee in the sum of TWO THOUSAND and no/100 DOLLARS (\$2,000.00), lawful money of the United States of America, evidenced by a certain promissory note bearing even date with these presents, which said promissory note is in the words and figures following, to-wit:-

Eureka, Nevada. December 5th, 1935.

:\$2000.00

On or before six months after date without grace, for value received, Butler Creek Livestock Company, a Corporation, promises to pay to the order of THE FIRST NATIONAL BANK OF ELKO, at its banking office in Elko, Nevada, or wherever payment shall be demanded in the State of Nevada, or elsewhere, at the option of the holder hereof, Two Thousand & no/100 DOLLARS in United States gold coin, with interest in like coin, at the rate of eight (8%) per cent per annum from date until paid.

This Corporation further promises that if this note is not fully paid at maturity it will pay all costs and expenses, including reasonable attorney's fee, that may be incurred in collecting this note or any part thereof.

Interest payable at maturity.

IN TESTIMONY WHEREOF, the President and Secretary of said Corporation, under authority of a resolution had by the Board of Directors, have hereunto signed the name of the Corporation and affixed its corporate seal.

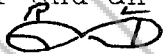
(SEAL)

BUTLER CREEK LIVESTOCK COMPANY,

By KATE HERRERA
Secretary.

By TONY HERRERA
President.

That the said mortgagor, for and in consideration of the premises, and the sum of One Dollar (\$1.00) to it in hand paid by the said mortgagee, the receipt whereof is hereby acknowledged, has granted, bargained, sold, assigned, conveyed, confirmed and set over, and does by these presents grant, bargain, sell, assign, convey, confirm and set over, unto the said mortgagee, its successors and assigns forever, all that certain personal property and those certain chattels now situate and being in the Counties of Eureka and Nye, State of Nevada, which said personal property and chattels are particularly described as follows, to-wit:-

4500 head of sheep consisting of 1100 ewe lambs, 1100 ewes 2 years old, 600 ewes 3 years old, 600 ewes 4 years old, 1100 ewes 5 and 6 years old, and in addition to the 4500 head of sheep above mentioned 45 bucks, which said sheep and bucks are branded on the back with the brand ES and earmarked with a crop of the left ear and an underslope of the right ear thus, - 

Together with all camp equipment of every kind and nature, including all livestock had and used in connection with the said camp equipment in the running of said sheep.

It is understood and agreed that all of the natural increase during the existence of this mortgage of any livestock which shall at any time be subject to the lien hereof, and all other livestock of the same kind as that described above in any manner acquired by the mortgagor during the life hereof, and all wool grown upon or produced by any sheep which shall at any time be subject to the lien of this mortgage, is property mortgaged hereunder and subject to the lien of this mortgage.

The mortgagor covenants and agrees that all livestock subject at any time to the lien of this mortgage shall at all times during the existence hereof, be kept and ranged in the Counties of Eureka and Nye, State of Nevada, and not elsewhere, except upon express written permission given by the mortgagee,

and the mortgagor expressly agrees that it will not allow such livestock, or any part thereof, to be taken from its possession whether by operation of law or otherwise, or to be removed from the Counties of Eureka and Nye, hereinabove specified, except upon the express written permission of the mortgagee. The mortgagor further agrees that it will at all times during the existence of this mortgage, mark and brand with care and diligence, all livestock at any time subject to the lien hereof, with the regular registered brand of the said mortgagor, as hereinabove described.

If during the subsistence of this mortgage there may be commenced or pending any suit or action affecting any property which may at any time be subject to the lien hereof, or the title thereto, or the possession thereof, the said mortgagee may appear in said suit or action, and retain counsel therein and defend the same, or otherwise take such action therein as it may be advised and may settle or compromise the same, or it may, at its option, pay and discharge any indebtedness now or hereafter existing against any property which may at any time be subject to the lien hereof, and in that behalf and for any of said purposes, may employ legal counsel and may pay and expend at the expense and on account of the said mortgagor such sums of money as it shall deem necessary.

The mortgagor does hereby agree that it will, upon demand for possession of said property or any part thereof under any of the provisions hereof, deliver and surrender possession thereof to the mortgagee and that it will hold the mortgagee free and harmless from any damage of any nature whatsoever which may be sustained by the said mortgagor by reason of the mortgagee taking possession of the mortgaged property under any of the terms or conditions of this mortgage.

The said mortgagor, for itself, its successors

and assigns, does hereby covenant and agree to pay the said mortgagee, its successors and assigns, in lawful money of the United States, all sums secured hereby to be paid, as aforesaid, at the time and in the manner herein and in said promissory note specified, and if default shall be made in the payment of the principal or interest, or any part thereof, respectively, as provided in the promissory note hereinabove set forth, at the time in said note specified for the payment thereof, or if any breach be made in any obligation or promise of the mortgagor herein contained or hereby secured, then, and in any such case, the whole of said principal sum which shall then remain unpaid shall forthwith become payable, although the time expressed in said note for the payment thereof shall not have arrived; and in the event of any such default in the payment of either principal or interest, or if any breach be made in any obligation or promise of the mortgagor herein contained or hereby secured, at the option of the mortgagee, its successors and assigns, suit may be immediately brought and a decree be had to sell the said property or any part thereof in the manner prescribed by law, and out of the money arising from such sale, there shall be paid the principal and interest upon said promissory note, together with the costs and charges of making such sale, including attorney's fees, and all other sums secured by these presents by any of the terms of this mortgage, and any overplus will be paid to the mortgagor, its successors and assigns.

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

The following covenants, Nos. One, Two (ten per cent); Three (eight per cent); Four (not exceeding the sum of \$3,000.00 in addition to the amount of the promissory note hereinabove set forth); Five; Six; Eight; Nine; Ten; Eleven; Twelve;

Thirteen; Fourteen; and Fifteen of Section 1 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, are hereby adopted and made a part of this mortgage.

IN WITNESS WHEREOF, the mortgagor has caused its Corporate name to be hereunto subscribed by its President, attested by its Secretary, thereunto duly authorized, and its Corporate Seal to be hereunto affixed, on the day and year first above written.

Seal

Butler Creek Livestock Company
By Tony Herrera President.

ATTEST:

Tony Herrera
Secretary.

STATE OF NEVADA,)
) :ss.
COUNTY OF EUREKA.)

On this 3th day of December, A. D., 1935, personally appeared before me, a Notary Public in and for the County of Eureka, State of Nevada, - TONY HERRERA, - known to me to be the President 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 such 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 seal at my office in said County and State, the day and year in this Certificate first above written.


- Notary Public -

My Commission expires Jan 20 - 1939

STATE OF NEVADA,)
) :ss.
COUNTY OF ELKO.)

E. E. ENNOR, being first duly sworn, according to law, deposes and says:-

That he is the president of the mortgagee named in the foregoing chattel mortgage, and that as such officer he makes this affidavit for and on behalf of said corporation; that the aforesaid chattel mortgage is made in good faith and without any design to hinder, delay or defraud creditors.

E. E. Ennor

Subscribed and sworn to before me this
30th day of December, A. D., 1935.

H. L. Quattle
- Notary Public -

My commission expires Jan. 20, 1939.

STATE OF NEVADA,)
) :ss.
COUNTY OF EUREKA,)

TONY HERRERA, being first duly sworn, according to law, deposes and says:-

That he is the president of the mortgagor named in the foregoing chattel mortgage, and that as such officer he makes this affidavit for and on behalf of said corporation; that the aforesaid chattel mortgage is made in good faith and without any design to hinder, delay or defraud creditors.

Tony Herrera

Subscribed and sworn to before me this
5th day of December, A. D., 1935.

H. L. Quattle
- Notary Public -

My commission expires Jan 20 1939