

NEVADA MORTGAGE

EUREKA LAND & STOCK COMPANY, a corporation organized and incorporated under and by virtue of the laws of the State of Nevada, with its principal place of business at Eureka, County of Eureka, State of Nevada, County of _____, State of _____, 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 _____ 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 counties of Eureka, White Pine and Nye, State of Nevada, and described as follows:

THE FOLLOWING DESCRIBED CHATTELS:

CATTLE

35 Gr. Hereford Heifers 2's
 242 " " Cows
 1 " " " over 8
 138 " " Calves
 11 " " Bulls
48 Unclassified cattle
 475

Said cattle are branded thus: 77 on right hip, and ear marked with under bit in right ear and under bit in left ear.



SHEEP

1914 Rambouillet Ewes 1's
 1934 " " 2's
 2810 " " 3's
 3562 " " 4's
 2721 " " 5's
 1557 " " 6's
 1542 " " Lamb
 2060 " " Lambs
 159 P. B. Hampshire and Rambouillet Ram Lambs
510 Rambouillet and Hampshire Bucks
 18769

Said sheep are wool-branded thus: 77 on back, and are ear marked with upper bit in right ear and swallow fork in left ear.



HORSES

55 Broken Horses and Mules
40 Stock Horses and Mules
 95

Said horses are branded thus: 77 on left thigh.

FEED

615 Tons of Hay in stack
 40 Tons grain

Said feed is located on the real estate more particularly described in the mortgage of November 24, 1933 hereinafter referred to.

The mortgagee, however, consents that the mortgagor may use or permit the use or consumption of such feed in caring for, preserving, or preparing for market or sale the livestock or other animate chattels covered hereby.

This mortgage is taken as additional and supplemental security to that certain Real Estate Mortgage executed by the mortgagor herein to the mortgagee herein, dated November 24, 1933, recorded December 1, 1933 in Book F of Mortgages, page 495 of County Records, Eureka County, State of Nevada, File No. 19643, also recorded January 2, 1934 in Book 112 of Mortgages, pages 262-263 of County Records, White Pine County, State of Nevada, File No. 52508, also recorded December 1, 1933 in Book 13 of Real Mortgages, pages 285-289 of County Records, Elko County, State of Nevada, File No. 56329, and also recorded December 2, 1933 in Book J of Realty Mortgages, page 227 of County Records, Nye County, State of Nevada, File No. 23745. It is not intended to substitute for or displace said mortgage, which said mortgage, together with the present mortgage, secures the payment of all indebtedness evidenced by and according to the terms of that certain promissory note hereinafter more particularly described.

This mortgage is given in renewal of those certain chattel mortgages dated November 9, 1932 and November 24, 1933.

Together with all increase and offspring of said livestock, and all accretions thereto, or any other livestock, now or hereafter acquired by the mortgagor, and, where sheep are mortgaged, all wool growing or to be grown on said sheep, both before and after shearing. Said livestock may have additional marks or brands, but this mortgage is intended to and does cover and include all livestock now owned by the mortgagor and their increase, whether marked or branded as is above stated or otherwise, or not branded, and whether listed and described above or not. This mortgage shall also cover and include all the right, title, and interest of the mortgagor now owned or acquired during the life of this mortgage in and to all brands, marks, and branding irons, hay, grain, pasture, feed, feed-pens, shearing, branding, and lambing equipment, wagons, automobiles, trucks, and camp equipment, range and leasehold rights, and water privileges, and in general, all other tools, machinery, and personal property and equipment now or hereafter used in or in connection with feeding, ranging, watering, lambing, shearing, maintaining, operating, transporting or caring for said livestock so far as such property is the lawful subject of chattel mortgage, whether listed above or not.

The marks or brands on said property shall not be altered or mutilated in any respect, and all increase, accretions, and other livestock that shall at any time become subject to the lien hereof shall be forthwith branded and marked with the same brands and marks above described.

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

Eureka, Elko, White Pine, and Nye 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

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: the life of this mortgage and until the obligations and debt for which this mortgage is given as security are extinguished or discharged. 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 that certain real estate more particularly described in said mortgage of November 24, 1933 above referred to.

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:

The following described equipment is also embraced within said mortgage and subject to the lien thereof for the purposes therein stated, said equipment being situate at the respective ranches and in the respective counties herein indicated:

At Alpha Ranch:(Eureka Co.)

- 2 buckrakes
- 1 Fresno Scraper
- 2 Mowing Machines
- 1 Rake
- 1 Derrick
- 1 Stacker
- 6 Sets Harness
- 1 Ditcher
- 2 Plows
- 2 Hay Wagons
- 1 Hay Baler

At Squaw Mountain (Elko Co.)

- 1 Mowing Machine
- 1 Buckrake
- 1 Rake
- 1 Stacker
- 1 Plow
- 1-1 1/2 H.P. Pump
- 1 Hay Wagon
- 1 Wood Wagon
- 3 sets harness
- 1 Blacksmith Shop, partly equipped

At Henderson Creek Ranch:(Eureka Co.)

- 1- 1 1/2 h.p. pump
- 1 Derrick

At Bull Creek Ranch (White Pine Co.)

- 2 plows
- 2 mowing machines
- 1 rake
- 1 seeder
- 1 disc plow
- 2 hay wagons
- 1 Wood hauling wagon
- 1 Buckrake
- 1 Stacker
- 6 Sets double harness
- 1 Blacksmith Shop, equipped with anvil, forge, blower, tools, etc.
- 1 Fresno Scraper

At Deep Wells (Eureka Co.)

- 1-3 1/2 h.p. pump at Deep Wells No. 1
- 1-5 h.p. " " " " No. 2
- 2 Derricks

At Roberts Creek: (Eureka Co.)

- 1 plow
- 1 seeder
- 1 binder
- 1 threshing machine
- 1 hay rake
- 2 hay wagons
- 1 Fresno Scraper
- 1 2-horse scraper
- 2 wood hauling wagons
- 6 sets harness
- 1 Derrick
- 1 Jackson Fork
- 1 Blacksmith shop, equipped with anvil, forge, blower, tools, etc.
- 1 disc plow

*Eureka L & S Co
by MRS Ant Gray
J. A. P. No.*

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 _____

IF MORTGAGOR IS COPARTNER OR CORPORATION, RULE THIS

3 JOHN HARRISON
1 JAMES HARRISON
1 JAMES HARRISON
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TO HAVE AND TO HOLD (MORTGAGE CO.)

TO HAVE AND TO HOLD (MORTGAGE CO.)

IN THE FOREGOING COVENANTS REFERRED TO
HEREIN, THE MORTGAGEE HAS AGREED TO
REPAY THE MORTGAGOR THE AMOUNT OF THE
MORTGAGE AND INTEREST THEREON
AS PROVIDED IN THE FOREGOING COVENANTS

IF NO REAL ESTATE, RULE THIS OI

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, remainders 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
January 3, 1936	\$117,375.45	On Demand or October 1, 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 the 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.

percent; 4; 5; 6; 7 (\$100,000.00); 8; 9; 10; 11; 12; The following covenants: 1; 2 10% percent; 3 6 1/2% Advances
13; 14, and 15 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 3rd day of January 1936

WITNESSES:

Mack
H. B. Badt

EUREKA LAND & STOCK COMPANY, a corporation [SEAL]
By *Leon Ardang* [SEAL]
Leon Ardang, President
By *Milton B. Badt* [SEAL]
Milton B. Badt, Assistant Secretary

(ACKNOWLEDGMENT - INDIVIDUAL)

STATE OF _____ } ss:
COUNTY OF _____ }

On this _____ day of _____, A.D. 1936, 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 _____

STRIKE OUT COVENANTS NOT ADOPTED

IF MORTGAGOR IS PARTNERSHIP OR CORPORATION, RULE THIS OUT

(AFFIDAVIT—INDIVIDUAL)

IF MORTGAGOR IS COPARTNERSHIP OR CORPORATION, RULE THIS OUT.

STATE OF } ss:
COUNTY OF

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—COPARTNERSHIP)

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

STATE OF } ss:
COUNTY OF

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 copartnership of, who acknowledged to me that he executed the said instrument for and on behalf of said copartnership 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—COPARTNERSHIP)

STATE OF } ss:
COUNTY OF

....., being first duly sworn, deposes and says that he is one of the copartnership, 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 COPARTNERSHIP, RULE THIS OUT

STATE OF } ss:
COUNTY OF

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

(AFFIDAVIT—CORPORATE)

STATE OF Nevada }
COUNTY OF Esch } ss:

Leon Ardau being first duly sworn deposes and says that he is the President of Europa Land & Stock Company, 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 24th day of January, 1936.
My commission expires Jan 7^o 1939
Leo Ardau
Notary public in and for the county of Esch
State of Nevada Residing at Esch Nevada

(AFFIDAVIT—MORTGAGEE)

STATE OF California }
COUNTY OF Alameda } ss:

T. W. BALL being first duly sworn, deposes and says that he is the Assistant Manager 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.

Subscribed and sworn to before me this 29th day of January, 1936.
My commission expires May 7, 1939
T. W. Ball
Notary public in and for the county of Alameda
State of California Residing at Oakland, California

File No. 21402

Mortgage

Europa Land & Stock Co.

TO
**REGIONAL AGRICULTURAL
CREDIT CORPORATION**
OF
SALT LAKE CITY, UTAH

Dated
STATE OF NEVADA }
COUNTY OF Esch } ss:

I HEREBY CERTIFY that this instrument was filed for at the request of M. L. B. B. B. B. at 0 minutes past 11 o'clock P.m., this 5th day of Feb., A.D. 1936, in my office, ~~and duly recorded in book~~ of at page

Fees: \$
By Peter M. ... Recorder.
 Deputy.

Return to Regional Agricultural Credit Corporation of Salt Lake City, Utah, Reno, Nev.

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 for the county of State of