

NEVADA MORTGAGE

PEDRO CORTA and JUANITA CORTA, his wife,

of Jiges, 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 THIRTY-THREE THOUSAND EIGHT HUNDRED NINETY-TWO AND 64/100 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 CHATTELS:

CATTLE

16	Durham & Hereford Steers	1's
6	" " "	" 2's
15	" " "	Heifers 1's
28	" " "	" 2's
128	" " "	Cows
22	" " "	Calves
7	Hereford Bulls,	Reg.
27	Durham & Hereford	Weaners
<u>17</u>	Head unclassified	cattle
<u>265</u>		

Said cattle are branded thus: PC on right hip; wattle on nose; and are ear marked with upper bit in each ear.

R L

SHEEP

994	Rambouillet Ewes	1's
1000	" "	2's
1000	" "	3's
1300	" "	4's
1600	" "	5's
200	" "	6's
150	"	Bucks
<u>1240</u>	"	Ewe Lambs
<u>7484</u>		

Said sheep are wool-branded thus: PC on back, and are ear marked with upper bit in each ear and/or end slit in right ear and upper bit in left ear and/or crop off right ear and upper bit in left ear and under bit in left ear.

R L R L R L

It is understood that title to 1385 head of average grade Merino yearling or two year old ewes stands in the name of Max Arnhold and that Mortgagor mortgages herein only the right, title, lien, and interest of the Mortgagor.

HORSES

30 Work and Saddle Horses

Said horses are branded thus: PC on left stifle.

ALSO: 390 Tons of hay in stack

This mortgage is taken as additional and supplemental security to that certain chattel mortgage executed by the mortgagors herein to the mortgagee herein, dated December 14, 1933, filed for record on the 7th day of February, 1934 as File No. 56769 and recorded in Book 3 of Real and Chattel Mortgages at pages 183-186, Records of Elko County, State of Nevada; also filed for record on the 9th day of February, 1934 as File No. 28998, and recorded in Book 2 of Real and Chattel Mortgages at page 6, Records of Nye County, State of Nevada; also filed for record on the 8th day of February, 1934 as File No. 19730, and recorded in Book A of Real and Chattel Mortgages at page 409, Records of Eureka County, State of Nevada; and that certain chattel mortgage executed by the mortgagor herein to the mortgagee herein, dated January 9, 1935, filed in the Office of the County Recorder of Elko County, State of Nevada on the 14th day of February, 1935 under File No. 59216; also filed in the Office of the County Recorder of Elko County, State of Nevada, on the 18th day of May, 1935 under File No. 59670; also filed in the Office of the County Recorder of Eureka County, State of Nevada, on the 17th day of May, 1935, under File No. 21045; also filed in the Office of the County Recorder of Nye County, State of Nevada, on the 20th day of May, 1935, under File No. 440. It is not intended to substitute for or displace said mortgages, which said mortgages, together with the present mortgage, secure the payment of all indebtedness evidenced by and according to the terms of that certain promissory note hereinafter more particularly described.

after used in or in connection with logging, mining, or other purposes, the 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:

ELKO, NYE 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

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 any of the real estate owned or occupied by the mortgagor in the 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.

~~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
January 9, 1936	\$33,892.64	On Demand or January 9, 1937	6½%

(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 \$33,000.00 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 (\$ _____); 8; 9; 10; 11; 12; The following covenants: 1; 2 _____ 10% _____ percent; 3 _____ 6½% _____ Advances Insurance Attorney

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 9th day of January 1936

WITNESSES:

[Signatures]

[Signatures]
Pedro Corta [SEAL]
Juanita Corta [SEAL]
_____ [SEAL]

(ACKNOWLEDGMENT - INDIVIDUAL)

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 _____

STRIKE OUT COVENANTS NOT ADOPTED

IF MORTGAGOR IS COPARTNERSHIP OR CORPORATION, RULE THIS OUT

(AFFIDAVIT—INDIVIDUAL)

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)

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)

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

IF MORTGAGOR IS COPARTNERSHIP OR CORPORATION, RULE THIS OUT.

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

IF MORTGAGOR IS AN INDIVIDUAL OR A COPARTNERSHIP, RULE THIS OUT.

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

STATE OF _____ COUNTY OF _____
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 _____, 1938
My commission expires _____

(AFFIDAVIT—CORPORATE)

STATE OF _____ COUNTY OF _____
Subscribed and sworn to before me this _____ day of _____, 1938
My commission expires _____
Notary public in and for the county of _____ State of _____
Residing at _____

(AFFIDAVIT—MORTGAGEE)

STATE OF _____ COUNTY OF _____
being first duly sworn, deposes and says 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.
Subscribed and sworn to before me this _____ day of _____, 1938
My commission expires _____
Notary public in and for the county of _____ State of _____
Residing at _____

File No. 21416
Mortgage

REGIONAL AGRICULTURAL CREDIT CORPORATION

SALT LAKE CITY, UTAH

Dated _____

STATE OF NEVADA
COUNTY OF Esmeralda } ss:

I HEREBY CERTIFY that this instrument was filed

for record at the request of
M. J. Hemmard & Co. Attorneys
at _____ minutes past _____ o'clock P. M.
this _____ day of March, A. D. 1936,
in my office and duly recorded in book _____ of _____ at page _____

Fees, \$ _____
Edwin M. ...
Recorder.
By _____ 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 _____, 1938, 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 _____, 1938
Notary Public.

Within and for the county of _____ State of _____
U. S. GOVERNMENT PRINTING OFFICE: 1934 34227