

*See to book "A" of
Ralph Chatterly
460*

THIS MORTGAGE, made the 1st day of April, 1936,
between W. R. RAND and ELLA M. RAND, his wife, both of the County
of Eureka, State of Nevada, the parties of the first part, mortgagors,
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 mortgagors are justly indebted
to the said mortgagee in the sum of ELEVEN THOUSAND EIGHT HUNDRED
SEVENTY FIVE and no/100 DOLLARS (\$11,875.00), lawful money of the
United States of America, evidenced by two certain promissory notes,
bearing even date with these presents, which said promissory notes
are in the words and figures following, to-wit:-

No. 1 \$5000.00 Lawful money of the U.S. : \$5000.00
Elko, Nevada, April 1st, 1936. :

On one year, after date, for value received the :
undersigned promise jointly and severally to pay to the :
order of The First National Bank of Elko, Five Thousand :
& no/100 DOLLARS, payable at THE FIRST NATIONAL BANK of :
Elko, Nevada, without defalcation or discount, with :
interest payable semi-annually at the rate of six (6%) :
per cent per annum from date, together with reasonable :
attorney's fee, if this note or any part thereof is :
collected after maturity by an attorney, either with or :
without suit. If this note is not paid at maturity it :
shall thereafter bear interest at the rate of twelve :
per cent per annum until paid, both before and after :
judgement. If the interest is not paid when due, the :
legal holder may declare the whole sum due and proceed :
by law to collect both principal and interest. The :
makers and endorsers of this note each expressly waive :
demand, notice of non-payment and protest, and suit :
against the maker; and hereby guarantee payment of :
this note at maturity or at any time thereafter. :

W. R. RAND

ELLA M. RAND

No. 2 \$6,875.00 Lawful money of the U.S. :\$6,875.00
Elko, Nevada, April 1st, 1936. :

On one year, after date, for value received the undersigned promise jointly and severally to pay to the order of The First National Bank of Elko, Six Thousand Eight Hundred and Seventy Five & no/100 DOLLARS, payable at THE FIRST NATIONAL BANK of Elko, Nevada, without defalcation or discount, with interest payable semi-annually at the rate of six (6%) per cent per annum from date, together with reasonable attorney's fee, if this note or any part thereof is collected after maturity by an attorney, either with or without suit. If this note is not paid at maturity it shall thereafter bear interest at the rate of twelve per cent per annum until paid, both before and after judgement. If the interest is not paid when due, the legal holder may declare the whole sum due and proceed by law to collect both principal and interest. The makers and endorsers of this note each expressly waive demand, notice of non-payment and protest, and suit against the maker; and hereby guarantee payment of this note at maturity or at any time thereafter.

W. R. RAND

ELLA M. RAND

NOW THIS MORTGAGE WITNESSETH:-

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

LANDS

IN TOWNSHIP 31 NORTH, RANGE 52 EAST, M. D. B. & M.

Section 20:- E $\frac{1}{2}$ of NW $\frac{1}{2}$; E $\frac{1}{2}$ of SW $\frac{1}{2}$; SW $\frac{1}{2}$ of NE $\frac{1}{4}$; W $\frac{1}{2}$ of SE $\frac{1}{2}$; W $\frac{1}{2}$ of W $\frac{1}{2}$;


Section 29:- E $\frac{1}{2}$ of NW $\frac{1}{4}$; E $\frac{1}{2}$ of SW $\frac{1}{4}$; and E $\frac{1}{2}$;


Section 32:- NE $\frac{1}{4}$ and W $\frac{1}{2}$ of SE $\frac{1}{4}$.

Together with all water, water rights, water applications and water permits, or privileges, connected with, belonging, appurtenant or incident to the lands hereby conveyed, or used in connection with all or any part of the above described premises, or used or usable in connection therewith, and all dams, reservoirs and ditches, canals or other works for storage or carrying of water now owned by the mortgagors, or in which they now have or may hereafter acquire any interest, and all applications now pending in the office of the State Engineer of the State of Nevada, for any and all waters to be used upon any part or portion of the above described lands or used in connection therewith, and all range and range rights now and heretofore had and used in connection with the above described lands and premises.

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

PERSONAL PROPERTY AND CHATTELS

1,000 head of stock cattle, more or less, of various ages, which cattle are branded:- Quarter Circle Dot on left ribs, thus,  and have a wattle on the back of the left hind leg.

and earmarked thus,- 

Also 58 head of horses of various ages branded,- Quarter Circle Dot on the left shoulder, thus,- 

The above description is meant to and hereby does include all the livestock owned by said mortgagors, whether the same are branded and marked as described herein, and on the places stated herein, or not, or whether the same are branded at all.

Also all hay and pasture of every kind and description harvested, or which may be grown or harvested upon any real property belonging to the said mortgagors in the County of Eureka, State of Nevada, during the years of 1936 and 1937, both inclusive, and during the life of this mortgage.

Also all brands and branding irons and earmarks now owned or used by the said mortgagors; also all farm machinery, tools, harness and other equipment of every kind and description belonging to the said mortgagors.

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 in any manner acquired by the mortgagors during the life hereof, is property mortgaged hereunder and subject to the lien of this mortgage.

It is understood and agreed, by and between the parties hereto, that this is a second mortgage and subject to a first mortgage of even date herewith by and between the same parties in the principal sum of \$20,000.00.

All sums secured by any of the terms of this mortgage are hereby declared to be a lien upon the property above described and this mortgage is intended to secure, and the mortgagors do hereby mortgage the above described property and the whole thereof to the said mortgagee for the purpose of securing:-

First:- The performance of the promises and obligations of this mortgage and the payment of the indebtedness above described, with interest, as evidenced by the promissory notes hereinabove set forth.

Second:- The payment of a reasonable attorney's fee in case suit is started for the collection of said notes, and the payment of all costs and expenses of such suit, whether said suit be prosecuted to judgment or not, and also all costs of any sale made hereunder without court proceedings, including in case of such sale, an attorney's fee equal to ten (10) per cent of the amount due at the date of such sale upon the principal and interest of the promissory notes above set forth.

Third:- The payment in lawful money of the United States of all sums expended or advanced by the mortgagee, for taxes or assessments levied or assessed against the property secured

hereby, or for any other purpose provided for by the terms of this mortgage, together with interest upon any such sums from the date of payment by the mortgagee until repaid at the rate of six per cent (6%) per annum.

Fourth: The payment in lawful money of the United States of any and all moneys other and in addition to those expressly mentioned herein, that may hereafter become or be due or payable from said mortgagors to the said mortgagee from any cause whatsoever, not exceeding the sum of \$ _____.

These presents are upon the express condition that if all sums of money secured hereby to be paid shall be paid, at the times and places and in the manner herein mentioned, then, and in that case, these presents and the estate hereby mentioned shall cease, determine and be void, and the said mortgagors for themselves and their heirs, executors, administrators and assigns, do hereby covenant, promise 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 times and in the manner herein and in said promissory notes 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 notes hereinabove set forth, at the times in said notes specified for the payment thereof, then, and in any such case, the whole of said principal sum which shall then remain unpaid, shall forthwith become payable, although the times expressed in said notes for the payment thereof shall not have arrived, and in the event of such default, suit may be immediately brought by the mortgagee, its successors or assigns, and a decree be had to sell the said property and premises, with all and every of the appurtenances 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

due upon said promissory notes, together with the costs and charges of making such sale, including attorney's fees and all other sums secured by these presents, and any overplus shall be paid over to the mortgagors, their heirs, executors, administrators and assigns.

It is expressly covenanted that the mortgagee may become the purchaser of the mortgaged property, or any part thereof, at any sale under any of the terms of this mortgage.

The mortgagors, for themselves and their heirs, executors, administrators and assigns, hereby covenant, promise and agree, to pay and discharge, as soon as due, all taxes, assessments, liens or other encumbrances now subsisting or hereafter to be laid or imposed upon said property and premises, including taxes, if any are levied or assessed upon this mortgage, or upon the debt secured hereby, and hereby waive the right to treat the payment of such taxes or assessments as a payment on the debt hereby secured, or as being to any extent a discharge thereof. In case said taxes, assessments, liens or encumbrances so agreed to be paid be not so paid, then the mortgagee, being hereby made the sole judge of the legality thereof, may, without notice to the mortgagors, pay such taxes, assessments, liens or encumbrances, or cause the same to be removed by suit or otherwise, all at the cost of the mortgagors.

The mortgagors further expressly covenant and agree for themselves and their heirs, executors, administrators and assigns, to repay to the mortgagee, its successors and assigns, upon demand, any and all sums which may be advanced by the mortgagee under any of the terms of this mortgage, together with interest thereon at the rate of six per cent (6%) per annum, from date of payment until repaid to mortgagee.

The following covenants, Nos. One; Two (ten per

cent); Three (six per cent); Four; Five; Six; Seven (\$ _____); Eight; Nine; Ten; Eleven; Twelve; Thirteen; Fourteen; and Fifteen of Section 1 of an Act entitled, "An Act relating to mortgages of 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 mortgagors have executed these presents the day and year first above written.

W R Rand
Ella M. Rand

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

On this 23rd day of May, A. D. 1936, personally appeared before me, a Notary Public in and for the County of Elko, State of Nevada, - W. R. RAND and ELLA M. RAND, his wife, - known to me to be the persons described in and who executed the within and foregoing instrument, who acknowledged to me that he/she 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 said County and State the day and year in this certificate first above written.

A. W. O'Connell
- Notary Public -

My commission expires Jan 20 - 1939

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

W. R. RAND and ELLA M. RAND, his wife, being first duly sworn, according to law, each for himself./herself, deposes and says:-

That he/she is one of the mortgagors named in the foregoing chattel mortgage; that the aforesaid chattel mortgage is made in good faith and without any design to hinder, delay or defraud creditors.

W R Rand

Ella M. Rand

Subscribed and sworn to before me
this 2nd day of May, A. D. 1936.

H. C. O'Connell
- 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 2nd day of May, A. D. 1936.

H. C. O'Connell
- Notary Public -

My commission expires Jan 20 - 1939

*Book "A" of 160
Book "B" of 160
Book "C" of 160*

*Book "A" of 160
Book "B" of 160
Book "C" of 160*

File No. 21526

E. E. Ennor

May 27 1936

52

47

Mortgages

75

Peter Menaldo

File No. 21527

Filed at the request of

E. E. Ennor

May 27 A.M. 1936 at

4:33 P.M. as a Chattel

Mortgages

Peter Menaldo

Recorded

PROXY