


CHATTEL MORTGAGE

THIS INDENTURE, made this 21st day of July, 1936, between JOSEPHINE E. GIBELLINI (formerly JOSEPHINE ELIZABETH FLORIO) and ALICE A. CALLAWAY (formerly ALICE AIMEE FLORIO), both residents of the Town of Eureka, County of Eureka and State of Nevada, parties of the first part and hereinafter termed the Mortgagors, and FIRST NATIONAL BANK OF ELY, a corporation organized and existing under and by virtue of the National Banking Laws of the United States, and doing business and having its principal office and place of business at Ely, Nevada, party of the second part, and hereinafter termed the Mortgagee, WITNESSETH:

THAT the said mortgagors, in consideration of the sum of Ten Dollars, lawful money of the United States of America, to them in hand paid by the said mortgagee, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, assign, transfer and set over unto said mortgagee, and to its successors and assigns, forever, all and singular the following described personal property situate and being on the range of the mortgagors within the counties of Nye, Eureka and White Pine of the State of Nevada, to wit:

40 head of Cattle, more or less
branded with the Flying A, thus () on left hip and earmarked with the right ear cropped and swallow fork in left ear, being all of the cattle owned and run by the mortgagors under said brand and earmark;

Together with the said brand and the sole and exclusive right to its use and transfer.

TOGETHER with any and all increase, substitutions of and additions to said property, this instrument to take effect upon, cover and include all such increase, substitutions and additions as soon as the same shall be made or brought into existence, or become incorporated with said described property as part and parcel thereof.

SUBJECT, however, to the special provision that the said mortgagors, directly or through their agent or agents, may sell and

buy for profit, using the said Flying A bunch of cattle as a base therefor, according to their judgment, provided, however, that within fifteen days after the purchase or sale of said cattle or additional cattle, the mortgagors shall notify the mortgagee, by letter addressed to it in Ely, Nevada, of the number so sold or purchased, and provided, further, that the total of said cattle or substitutions therefor shall not be reduced at any time below the number of forty head, and provided, further, that all such acquisitions by purchase or otherwise and additions to the said herd shall be and become immediately subject to the provisions of this mortgage with like effect as on the original number.

TO HAVE AND TO HOLD the above described property, with the increase, substitutions and additions aforesaid, in accordance with the provisions hereinafter contained.

THIS CONVEYANCE is given and intended as a MORTGAGE as further and additional security to that given by deed of trust on certain real property running from the said mortgagors as grantors to J. E. Brinton as trustee for the said bank, of even date herewith, for the payment of an indebtedness of Six Thousand Dollars owing from said mortgagors to said mortgagee, and evidenced by a certain promissory note in words and figures following, to wit:

NAME	BALANCE \$
	Ely, Nevada, <u>July 31,</u> 193 <u>0</u>

On or before July 31, 1930, after date, for value received, the undersigned promises

to pay to the order of **THE FIRST NATIONAL BANK of Ely, Nevada**
SIX THOUSAND AND NO/100 ***** DOLLARS
 payable at **THE FIRST NATIONAL BANK OF ELY, IN ELY, NEVADA, 94-24**, without defalcation

or discount, with interest payable quarterly at the rate of Eight per

cent per annum from date, together with a 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 judgment. 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 any time thereafter.

No
 Due
JOSEPHINE E. GIBELLINI
ALICE A. CALLANAY

AND THESE PRESENTS SHALL BE VOID if payment be made according to the tenor and effect thereof, or if the same be satisfied by any sale or disposition of said property for that purpose by the holder of this mortgage.

THE FOLLOWING COVENANTS 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, being Section 1 of Chapter 109, Statutes of Nevada, 1927, and being Section 4330 of Nevada Compiled Laws, 1929, are hereby adopted and made a part of this mortgage:

Covenants Nos. 1; 2 (15%); 3 (12%); 4; 5; 6; 8; 9; 10; 11; 12; 13; 14; and 15.

And the said mortgagors further covenant and agree that the said cattle and the ~~increase~~, substitutions or additions thereof or thereto are to be kept and ranged upon their customary range situate near the common boundaries of the three counties of Nye, Eureka and White Pine of the State of Nevada, and that beyond the rights conferred by special provision hereinabove they will not sell, remove or permit to be removed any of the said livestock or of the increase, substitutions or additions aforesaid from their customary range within the three counties above set forth without the written consent of the mortgagee first had and obtained.

And the said mortgagors further declare and warrant the verity of the statements hereinabove made as to the situation of the said mortgaged property and the residence of the mortgagors at the time of the execution hereof.

IN WITNESS WHEREOF, the mortgagors have hereunto subscribed their names the day and year first hereinabove written:

Josephine E. Libellin
Ellis J. Pullaway

STATE OF NEVADA, }
County of White Pine. } ss.

JOSEPHINE E. GIBELLINI and ALICE A. CALLAWAY, the mortgagors named in the foregoing mortgage, and JAY E. BRINTON, Cashier of and making affidavit for the mortgagee therein named, being severally duly sworn, each for herself or himself and not one for the other, deposes and says: That the said mortgage is made in good faith, and given for a debt which is evidenced by the promissory note set out in the said mortgage; that the said mortgage is not given or received with any design to hinder, delay or defraud any creditor of said mortgagors.

Josephine E. Gibellini
Alice A. Callaway
J. E. Brinton

Subscribed and sworn to before me this 21st day of July, 1936.

R. L. Gill

Notary Public in and for
said county and state

STATE OF NEVADA, }
County of White Pine. } ss.

On this 21st day of July, 1936, before me, a Notary Public in and for said county and state, personally appeared JOSEPHINE E. GIBELLINI and ALICE A. CALLAWAY, personally known to me to be the same persons described in and who executed the foregoing instrument, who duly acknowledged to me that they each executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year in this certificate first above written.

R. L. Gill

Notary Public in and for
said county and state

File No. 21742

Filed at request of
J. E. Binton

July 23 - a.d. 1956
at 10:30 A.M.

Peter Minich
Recorder

COPY