

THIS MORTGAGE, made the 16th day of July, 1936,
between PETER LABORDE and MARY LABORDE, his wife, of the County
of Eureka, State of Nevada, the parties of the first part, mort-
gagors, and JAVIER GOYENECHÉ, of the County of Elko, State of
Nevada, 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 THREE THOUSAND FIVE HUNDRED
(\$3,500.00) DOLLARS, lawful money of the United States of America,
evidenced by one promissory note bearing even date with these
presents, said note being for the principal sum of Three Thousand
Five Hundred (\$3,500.00) Dollars, payable on or before one year
after date, without grace, to JAVIER GOYENECHÉ, or order, at Elko,
Nevada, in lawful money of the United States, with interest thereon
at the rate of SEVEN per cent per annum from date until paid;
interest payable quarterly, also after judgment. Said note
further provides that in the event of the non-payment of the same
at maturity, or its collection by suit, that the maker or makers
agree to pay all expenses that may be incurred thereby, including
a reasonable attorney's fee, and to that end the maker binds him-
self, his heirs, executors, administrators, successors and assigns
forever.

All endorsers, sureties, guarantors and assignors, by
the terms of said note, severally waive presentation for payment,
protest, and notice of protest for non-payment of said note, and
all defenses on the ground of any extension of time of its payment
that may be given by the holder or holders to them or either of
them, or to the maker or makers thereof.

NOW, THIS MORTGAGE WITNESSETH:

That the said mortgagors for and in consideration of the
premises, and the sum of One (\$1.00) Dollar to them in hand paid by
the said mortgagee, the receipt whereof is hereby acknowledged, have

granted, bargained, sold, conveyed, confirmed and set over and do by these presents grant, bargain, sell, convey, confirm and set over unto the said mortgagee, his heirs and assigns forever:

All those certain premises situate, lying and being in the Town of Eureka, County of Eureka, State of Nevada, and bounded and particularly described as follows, to-wit:

Lots numbered One (1) and Two (2) in Block numbered Thirty-six (36), as laid down and described upon the official map of the Town of Eureka, County of Eureka, State of Nevada, and reference is hereby made to said map of said Town of Eureka for all the particulars thereby shown and for a fuller and more complete description of said lots.

Together with all improvements located on said lots.

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.

Those certain chattels now situate and being in said Town of Eureka, County of Eureka, State of Nevada, and more particularly described as follows, to-wit:

All furniture, furnishings, fittings, fixtures, carpets, rugs, stoves, refrigerators, equipment and personal property of whatsoever kind or nature belonging to the mortgagors, or either of them, situate in or upon those certain premises above described, known as and called the "Eureka Hotel" and which are used in connection with the conducting, operating and renting of rooms on any part of said premises.

If during the subsistence of this mortgage there be commenced or pending any suit or action effecting 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 he may be advised, and may settle or compromise the same, or he may, at his 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 mortgagors such sums of money as he shall deem necessary.

The mortgagors do hereby agree that they 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 they will hold the mortgagee free and harmless from any demand of any nature whatsoever which may be sustained by the said mortgagors by reason of the mortgagee taking possession of the mortgaged property under any of the terms or conditions of this mortgage.

The mortgagors jointly and severally promise and agree to keep and maintain the said mortgaged premises, during the term of this mortgage, as a going business and concern, and to keep the improvements in a good state of repair so as to keep the value of the security up to its present standard.

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

The following covenants: One; Two, reasonable; Three, (7%); Four; Five; Six; Seven, (\$3,500.00); Eight; Nine; Twelve; Fourteen; and Fifteen 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; the said act being chapter 109 of the Statutes of the State of Nevada of the year 1927.

IN WITNESS WHEREOF, the mortgagors have executed these presents the day and year first above written.

PETER LABORDE

MARY LABORDE

STATE OF NEVADA,)
) SS.
COUNTY OF EUREKA.)

On this 16 day of July, 1936, personally appeared before me, the undersigned, a Notary Public in and for the County and State aforesaid, PETER LABORDE and MARY LABORDE, his wife, known to me to be the persons described in and who executed the within and foregoing instrument, each of whom 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.

W. R. REYNOLDS (SEAL)

NOTARY PUBLIC.

STATE OF NEVADA,)
) SS.
COUNTY OF EUREKA.)

PETER LABORDE and MARY LABORDE, 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.

PETER LABORDE

MARY LABORDE

Subscribed and sworn to before me
this 16 day of July, 1936.

W. R. REYNOLDS (SEAL)
NOTARY PUBLIC.

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

I, JOHN E. ROBBINS, a Notary Public in and for the County of Elko, State of Nevada, do hereby certify that the annexed is a full, true and correct copy of the original mortgage of which it purports to be a copy, and as such original mortgage is of record in the office of the County Recorder of the County of Elko, State of Nevada.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the County of Elko, State of Nevada, this 24th day of July, 1936.



NOTARY PUBLIC.

File No. 21745-

Filed at the request of

McGinnis & Robbins

July 27, 1936

at 11:02 A.M.

Peter Meriello
Recorder