

# NEVADA MORTGAGE

ESTATE OF BATTISTA TOMERA, Deceased, by BALSAMINA TOMERA, as Administratrix, and BALSAMINA TOMERA, as an individual, and EDWARD TOMERA, LUCILLE TOMERA GUIDICI, JOHN TOMERA, BATTISTA TOMERA, JR., GEORGE TOMERA, JULIAN TOMERA (a minor) as individuals,

of Elko, 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 ELEVEN THOUSAND NINE HUNDRED THIRTEEN and 38/100 (\$11,913.38) 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

62 steers	1's	Hereford
65 steers	2's	Shorthorn
52 heifers	1's	Hereford
71 heifers	2's	"
342 cows		"
60 cows over 8		"
178 calves		"
121 weaners		"
12 bulls, grade		"
15 unclassified		"
<b>976</b>		

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

ALSO: 55 Horses  
3 Mules

Said horses are branded thus: on left thigh.

ALSO: 1200 tons of hay in stack.

This mortgage is taken as additional and supplemental security to that certain chattel mortgage dated August 28, 1934 and filed September 20, 1934 under filing number 58540, Records of Elko County, Nevada, executed by Battista Tomera Estate and Balsamina Tomera, a widow, mortgagor, to the mortgagee herein, and that certain chattel mortgage dated January 3, 1935 and filed January 24, 1935 under filing number 59127 and refiled May 1, 1935 under filing number 59558, Records of Elko County, Nevada, executed by Estate of Battista Tomera, by Balsamina Tomera, Administratrix, and Balsamina Tomera, and 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.

This mortgage is made in accordance with an Order of the District Court in and for the Fourth Judicial District of the State of Nevada, in and for the County of Elko, under date of April 17, 1936 granting authority to Balsamina Tomera, as administratrix of the Estate of Battista Tomera, deceased, to renew and extend indebtedness formerly owing by the estate to the mortgagee herein and to borrow additional funds up to the sum of \$22,500.00, and to sign the note and notes and real and chattel mortgages on all real and personal property belonging to said estate to secure the repayment of such loans.

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, pasturage, 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:  
Elko and Eureka Counties, Nevada

and will not be removed therefrom except with the written consent of the Mortgagee.

IF NO CROPS INCLUDED, RULE THIS OUT

IF NO REAL ESTATE, RULE THIS OUT

STRIKE OUT COVENANTS NOT ADOPTED

IF MORTGAGOR IS CO-PARTNERSHIP OR CORPORATION, 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 life of this mortgage and until the obligations and debts 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, more particularly described in that certain real estate mortgage of such date herewith to the mortgagee herein.

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:

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 thereon.

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
May 1, 1936	\$11,913.38	Demand or December 31, 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 \$ 22,500.00 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 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.

The following covenants: One; Two Ten %; Three 6 1/2 %; Four; Five; Six; Seven (\$ \_\_\_\_\_); Eight; (Atty. fee) (Advances) (Insurance)

Nine; Ten; Eleven; Twelve; Thirteen; 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, (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 1st day of May, 1936.

John Tomera  
Batista Tomera, Jr.  
George Tomera  
Julian Tomera

By Balsamina Tomera, as Administratrix (Seal)  
Balsamina Tomera, as an individual (Seal)  
Edward Tomera (Seal)  
Lucille Tomera Guidici (Seal)

(ACKNOWLEDGMENT - INDIVIDUAL) WITNESSES TO SIGNATURES:

Walter J. Stewart  
Peggy J. Meice  
 \_\_\_\_\_, A. D. 1936, personally appeared before me,  
 \_\_\_\_\_ County,

STATE OF \_\_\_\_\_ } ss.  
 COUNTY OF \_\_\_\_\_ }

On this \_\_\_\_\_ day of \_\_\_\_\_, 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 \_\_\_\_\_

(AFFIDAVIT—INDIVIDUAL)

STATE OF ..... }  
COUNTY OF ..... } ss.

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—CO-PARTNERSHIP)

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 in behalf of and as a member of the co-partnership of..... who acknowledged to me that he executed the said instrument for and on behalf of said co-partnership 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—CO-PARTNERSHIP)

STATE OF ..... }  
COUNTY OF ..... } ss.

....., being first duly sworn, deposes and says that he is one of the co-partnership....., 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 ..... }  
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..... (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 CO-PARTNERSHIP OR CORPORATION, RULE THIS OUT

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

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



IF MORTGAGOR IS AN INDIVIDUAL OR A CO-PARTNERSHIP, FULE THIS OUT

(AFFIDAVIT—CORPORATE)

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

\_\_\_\_\_, 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 \_\_\_\_\_, 193\_\_\_\_\_.  
My commission expires \_\_\_\_\_  
Notary Public in and for the County of \_\_\_\_\_  
State of \_\_\_\_\_ Residing at \_\_\_\_\_

(AFFIDAVIT—MORTGAGEE)

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

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 \_\_\_\_\_, 193\_\_\_\_\_.  
My commission expires \_\_\_\_\_  
Notary Public in and for the County of \_\_\_\_\_  
State of \_\_\_\_\_ Residing at \_\_\_\_\_

No. \_\_\_\_\_  
**Mortgage**

TO  
**Regional Agricultural  
Credit Corporation  
Of Salt Lake City, Utah**

Dated \_\_\_\_\_  
*File No. 21771*  
STATE OF NEVADA }  
COUNTY OF \_\_\_\_\_ } ss.

I hereby certify that this instrument was filed for record at the request of \_\_\_\_\_ at \_\_\_\_\_ minutes past \_\_\_\_\_ o'clock \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, A. D., 1936., in my office and duly recorded in Book \_\_\_\_\_ of \_\_\_\_\_ at page \_\_\_\_\_

Fees \$ \_\_\_\_\_  
*Peter Merrill*  
Recorder  
By \_\_\_\_\_ Deputy

Return to  
**REGIONAL AGRICULTURAL CREDIT CORPORATION OF SALT LAKE CITY, UTAH**  
RENO, NEVADA

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 \_\_\_\_\_, \_\_\_\_\_, 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 fore the County of \_\_\_\_\_, State of \_\_\_\_\_