

THIS MORTGAGE made the 28th day of October, A. D., 1936, between JOE BELL and ELSIE BELL, his wife, both of Lewistown, State of Montana, the parties of the first part, mortgagors, and ED FILIPPINI, of the County of Eureka, 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 TWELVE THOUSAND SIX HUNDRED and no/100 DOLLARS (\$12,600.00), lawful money of the United States of America, evidenced by a certain promissory note bearing even date with these presents, which said promissory note is in the words and figures following, to-wit:-

\$12,600.00

October 28, 1936.

On or before April 1, 1940, after date, without grace, for value received, we, jointly and severally, promise to pay to the order of ED FILIPPINI, in Eureka, Nevada, or wherever payment shall be demanded in the State of Nevada, or elsewhere, at the option of the holder hereof, the sum of TWELVE THOUSAND SIX HUNDRED and no/100 DOLLARS (\$12,600.00), in current lawful money of the United States of America, with interest in like money at the rate of six per cent (6%) per annum from date hereof until paid. The makers and endorsers hereof waive demand, protest, notice and diligence. We further, jointly and severally, promise that if this note is not fully paid at maturity, to pay all costs and expenses, including a reasonable attorney's fee that may be incurred in collecting this note or any part thereof.

Interest payable annually.

JOE BELL

ELSIE BELL

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, hereby grant, bargain, sell, convey, confirm and set over unto the said mortgagee, his heirs, successors and assigns forever:-

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

IN TOWNSHIP 31 NORTH, RANGE 50 EAST, MOUNT DIABLO MERIDIAN:

- Section 8: The south half of the southwest quarter ($S\frac{1}{2}$ of $SW\frac{1}{4}$); south half of southeast quarter ($S\frac{1}{2}$ of $SE\frac{1}{4}$);
- Section 9: The southwest quarter ($SW\frac{1}{4}$);
- Section 16: The west half of the northwest quarter ($W\frac{1}{2}$ of $NW\frac{1}{4}$);
- Section 17: The north half ($N\frac{1}{2}$);

IN TOWNSHIP 28 NORTH, RANGE 48 EAST, MOUNT DIABLO MERIDIAN:

- Section 23: The northwest quarter of the northwest quarter ($NW\frac{1}{4}$ of $NW\frac{1}{4}$);
- Section 24: The northeast quarter of the northeast quarter ($NE\frac{1}{4}$ of $NE\frac{1}{4}$);
- Section 27: The southwest quarter of the northwest quarter ($SW\frac{1}{4}$ of $NW\frac{1}{4}$);
- Section 28: The northeast quarter of the southeast quarter ($NE\frac{1}{4}$ of $SE\frac{1}{4}$);

IN TOWNSHIP 31 NORTH, RANGE 48 EAST, MOUNT DIABLO MERIDIAN:

- Section 36: The west half of the northeast quarter ($W\frac{1}{2}$ of $NE\frac{1}{4}$); east half of the northwest quarter ($E\frac{1}{2}$ of $NW\frac{1}{4}$);

IN TOWNSHIP 30 NORTH, RANGE 50 EAST, MOUNT DIABLO MERIDIAN:

- Section 4: The northeast quarter of the southeast quarter ($NE\frac{1}{4}$ of $SE\frac{1}{4}$);
- Section 14: The southwest quarter of the northeast quarter ($SW\frac{1}{4}$ of $NE\frac{1}{4}$); southeast quarter of the southwest quarter ($SE\frac{1}{4}$ of $SW\frac{1}{4}$);
- Section 16: The northeast quarter of the southwest quarter ($NE\frac{1}{4}$ of $SW\frac{1}{4}$);

IN TOWNSHIP 30 NORTH, RANGE 51 EAST, MOUNT DIABLO MERIDIAN:

- Section 4: The south half of the northeast quarter ($S\frac{1}{2}$ of $NE\frac{1}{4}$);
- Section 20: The southwest quarter of the northeast quarter ($SW\frac{1}{4}$ of $NE\frac{1}{4}$).

2. Also those certain lands and premises situate, lying and being in the County of Lander, State of Nevada, and

bounded and particularly described as follows, to-wit:-

IN TOWNSHIP 29 NORTH, RANGE 46 EAST, MOUNT DIABLO MERIDIAN:

- Section 18: The southeast quarter of the southeast quarter ($SE\frac{1}{4}$ of $SE\frac{1}{4}$);
- Section 20: The northeast quarter of the northeast quarter ($NE\frac{1}{4}$ of $NE\frac{1}{4}$);
- Section 34: The northeast quarter of the northeast quarter ($NE\frac{1}{4}$ of $NE\frac{1}{4}$);

IN TOWNSHIP 29 NORTH, RANGE 48 EAST, MOUNT DIABLO MERIDIAN:

- Section 6: The southeast quarter of the southwest quarter ($SE\frac{1}{4}$ of $SW\frac{1}{4}$);

IN TOWNSHIP 28 NORTH, RANGE 47 EAST, MOUNT DIABLO MERIDIAN:


- Section 3: The northeast quarter of the northwest quarter ($NE\frac{1}{4}$ of $NW\frac{1}{4}$).

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.

Also all range and range rights now and heretofore had and used by the said mortgagors and/or their predecessors in interest in connection with the premises hereinabove described.

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.

3. Also those certain chattels now situated and being in the County of Elko, State of Nevada, and more particularly described as follows, to-wit:-

231 head of stock cattle of various ages and consisting of about 150 head of grown cows, 61 calves, 40 steers and 30 heifers, which cattle are branded on the right ribs with the TY Brand thus, -  and marked with a crop of the left ear.

Also 9 head of horses of various ages branded T on the left shoulder, now in Eureka County, Nevada, and 10 head of horses of various ages branded HE on the right shoulder, now in Elko County, Nevada.

It is the intention of the mortgagors to mortgage to the mortgagee all of the livestock of said mortgagors in the State of Nevada,

wherever situate and regardless of whether the same are marked or branded with the brands herein specified or other brands, or whether the same are not marked and/or branded.

Also all farming implements and machinery of every kind and character situate in and upon the lands and premises hereinabove described, and all hay and crops of every description grown upon said lands and premises hereinabove described during the life of this mortgage.

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 of the same kind as that described above in any manner acquired by the mortgagors during the life hereof is property mortgaged hereunder and subject to the lien of this mortgage.

That mortgagors covenant and agree that all livestock subject at any time to the lien of this mortgage shall at all times during the existence hereof be kept and ranged in the Counties of Elko, Eureka and Lander, State of Nevada, and not elsewhere, except upon express written permission given by the mortgagee, and the mortgagors expressly agree that they will not allow such livestock, or any part thereof, to be taken from their possession whether by operation of law or otherwise, or to be removed from the Counties of Elko, Eureka and Lander, hereinabove specified, except upon the express written permission of the mortgagee. The mortgagors further agree that they will at all times during the existence of this mortgage mark and brand with care and diligence all livestock at any time subject to the lien hereof, with the regular registered brand of the said mortgagors, as hereinabove described.

If during the subsistence of this mortgage there may be commenced or pending any suit or action affecting 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 said 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 damage 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 said mortgagors, for themselves and their heirs, executors, administrators, successors and assigns, do hereby covenant and agree to pay the said mortgagee, his heirs, successors and assigns, in lawful money of the United States, all sums secured hereby to be paid, as aforesaid, at the time and in the manner herein and in said promissory note 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 note hereinabove set forth, at the time in said note specified for the payment thereof, or if any breach be made in any obligation or promise of the mortgagors herein contained or hereby secured, then, and in any such case, the whole of said principal sum which shall then remain unpaid shall forthwith become payable, although the time expressed

in said note for the payment thereof shall not have arrived; and in the event of any such default of either principal or interest, or if any breach be made in any obligation or promise of the mortgagors herein contained or hereby secured, at the option of the mortgagee, his heirs, successors and assigns, suit may be immediately brought and a decree be had to sell the said property 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 upon said promissory note together with the costs and charges of making such sale, including attorney's fees, and all other sums secured by these presents by any of the terms of this mortgage, and any overplus will be paid to the mortgagors, their heirs, administrators, executors, successors and assigns.

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, Nos. One; Two (fifteen per cent); Three (six per cent); Four; Five; Six; Eight; Nine; Ten; Eleven; Twelve; Thirteen; Fourteen; and Fifteen of Section 1 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.

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

Joe Bell

Elsie Bell

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

On this 28th day of October, A. D. 1936, personally appeared before me, a Notary Public in and for the County of Elko, State of Nevada,- JOE BELL and ELSIE BELL, his wife,- known to me to be the persons described in and who executed the above and foregoing instrument; he 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.



Notary Public

My commission expires Jan. 20, 1939.

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

JOE BELL and ELSIE BELL, his wife, being first severally duly sworn, according to law, deposes and says:-

That they are 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.

Joe Bell
Elsie Bell

Subscribed and sworn to before me
this 28th day of October, A.D. 1936.

H. C. Castle
Notary Public

My commission expires Jan. 20, 1939.

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

ED FILIPPINI, being first duly sworn, deposes and says:

That he is the mortgagee 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.

Ed Filippini

Subscribed and sworn to before me
this 28th day of October, A.D. 1936.

H. C. Castle
Notary Public

My commission expires Jan. 20, 1939.

*Richard
J. H. H. H. H. H.*

File No. 21853
RECORDED AT THE REQUEST OF
H. W. Castle
Oct 30 A. D. 1936
At 47 minutes past 3 P. M.
in Liber A of *Paul L. Chatter* 1790
Page 452 Records of
EUREKA COUNTY, NEVADA.
John Marshall Recorder
By *John Marshall* Deputy

File No. 23193

Filed at the request of
H. W. Castle

Nov. 21st, 1939
At 10:45 A.M.

John Marshall
Recorder