

TO HAVE AND TO HOLD the same unto the Mortgagee, his successors or assigns forever.

PROVIDED, NEVERTHELESS, if the Mortgagor shall pay to the Mortgagee or his successors or assigns a certain

promissory note dated September 28, 1936, for the principal sum of \$ 4300.00, bearing interest from date at the rate of five (5%) per centum per annum, payable semi-annually, the first payment of interest being payable on the first day of November, 1936; said principal sum being payable in semi-annual installments of \$ 215.00 each, the first of said installments being payable on the first day of November, 1939, and the remaining installments being payable semi-annually thereafter until said principal sum and interest are fully paid; said note being executed by the Mortgagor to the order of the Land Bank Commissioner and being payable at his office in the City of Berkeley, State of California.

And shall also repay to the Mortgagee any and all sums which the Mortgagee may or shall hereafter loan to or advance for the account of the Mortgagor, all of which sums and the promissory notes which may be executed therefor, are and shall be secured by this mortgage, fully and equally, with the above described note; and shall also keep and perform all and singular the covenants and agreements herein contained; THEN THIS MORTGAGE TO BE NULL AND VOID; OTHERWISE TO REMAIN IN FULL FORCE AND EFFECT.

The Mortgagor promises and agrees to pay all taxes, assessments and liens now subsisting or which may hereafter be imposed by National, State, County, City or other authority upon the property hereby mortgaged, and said Mortgagor agrees that said Mortgagee may pay such taxes, assessments, or liens without notice and that said Mortgagor will repay the Mortgagee on demand all sums so paid with interest at five (5%) per centum per annum, and this mortgage shall be security for all sums so paid by the Mortgagee, together with interest thereon, and the Mortgagee shall be the sole judge of the legality or validity of such taxes, assessments or liens.

The Mortgagor guarantees the payment to the Mortgagee of the full proceeds of all checks, and/or drafts transmitted in connection with any indebtedness hereby secured.

The Mortgagor agrees that he will expend the whole and every portion of the loan represented by the above described note for the purposes specified in his application, unless the mortgagee in writing shall give his consent to a modification thereof; said mortgage and the note or notes secured thereby being executed and delivered under and in accordance with the provisions of Part 3 of said Emergency Farm Mortgage Act of 1933, and being subject to all the terms, conditions and provisions thereof, which Act and application are hereby referred to and made part hereof the same as if set out in full herein.

As long as the conditions of this mortgage, and of any other mortgage or deed of trust securing said promissory note, are fulfilled the Mortgagor may remain in peaceable possession of the crops and personal property, and in consideration thereof he agrees to keep the same in good condition during the time that he remains in possession; the Mortgagor further covenants that he has good and lawful authority to sell, convey and mortgage said crops and personal property and that he will forever warrant and defend the title thereto and that the same are free and clear of all encumbrances of every kind and nature, except

that certain mortgage dated January 19, 1936, in favor of Regional Agricultural Credit Corporation

securing a note in the principal sum of \$ 13,544.00, and appearing of record as Entry No. 21427

or recorded in Vol. _____ of Crop and Chattel Mortgages, or Official Records, at page _____, records of aforesaid County and State.

~~As to all crops not planted upon the execution of this mortgage, it is the intention of the parties hereto that this mortgage shall take effect upon such crops when planted.~~

If the Mortgagor shall fail to carry out and perform any of the conditions, agreements or covenants of this mortgage, or of the note or notes secured thereby, and of any other mortgage or deed of trust securing said note or notes, then the whole indebtedness hereby secured shall, at the option of the Mortgagee and without notice to the Mortgagor, become due and payable forthwith and the Mortgagee may take immediate possession of said property and in accordance with the law in such case made and provided proceed as he may elect, either to foreclose the property in any court of competent jurisdiction, in which case the Mortgagee as a matter of right shall be entitled thereupon to have a receiver of said property appointed by the Court, or to sell said property or so much thereof at public or private sale without notice to the Mortgagor as shall be sufficient to pay the indebtedness hereby secured, together with a reasonable attorney's fee, which fee shall be secured by this mortgage, and all costs and expenses of searching, taking, keeping, and/or selling of said crops and/or personal property; and at any such sale the Mortgagee may become a purchaser.

All the provisions of this mortgage shall apply to and bind the legal representatives, successors and assigns of the respective parties hereto, and it is understood and agreed that the word "Mortgagor" as used herein, and any pronoun referring thereto, is intended to and does include the masculine and feminine genders, and the singular and plural numbers, and that the covenants and agreements of the Mortgagor herein shall be construed to be the joint and several covenants and agreements of all of the persons who sign this mortgage.

IN WITNESS WHEREOF, the Mortgagor has hereunto set his hand the day and year first hereinabove written.

Signed, sealed and delivered
in the presence of:

Witness

Residing at _____

(Note—All chattel mortgages from Utah must be witnessed.)

Edgar Sadler
Ethel Sadler
Franklin Sadler
Verna Sadler

STATE OF Nevada }
County of Elko } ss.

On this 24th day of October, 1936, before me, Peggy O'Neil

a Notary Public in and for said County and State, personally appeared EDGAR A. SADLER, also known as EDGAR SADLER, and ETHEL SADLER, his wife; and REINHOLD SADLER and VERNA SADLER, his wife,

known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they voluntarily and of their free will executed the same, for the purposes and consideration therein set out.

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

My commission expires: June 17th, 1938
(S E A L)

Notary Public in and for said County and State.
Elko, Nevada Residence

STATE OF NEVADA, }
County of Carson } ss.

On this 29th day of October A.D. one thousand nine hundred and thirty six

personally appeared before me Joseph C. Hall a Notary Public in and for said County of Carson, Ethel Sadler

known (or proved) to me to be the person described in and who executed the annexed instrument, who acknowledged to me that 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 County of Carson, the day and year in this Certificate first above written.

Notary Public in and for the County of Carson, State of Nevada.

My commission expires: MY COMMISSION EXPIRES JANUARY 30, 1938

GENERAL—Reno Print

(S E A L)

STATE OF CALIFORNIA, }
County of Alameda. } ss.

....., being first duly sworn, says: That he is the Agent of the Mortgagee named in the foregoing mortgage; that the said mortgage is made in good faith to secure the amount or amounts therein set forth and without any design to hinder, delay or defraud any creditor or creditors of the mortgagor... or any one of them.

Subscribed and sworn to before me this..... day of....., 19.....

Agent for the Land Bank Commissioner.

Notary Public in and for said County and State.

My commission expires:.....
Residence:.....

I,, a Notary Public in and for the County of Alameda, State of California, hereby certify that I have examined that certain crop and chattel mortgage from.....

to the Land Bank Commissioner, dated the.....day of....., 19....., and hereby certify that the above constitutes a full, true, complete and correct copy of said mortgage.

My commission expires:.....
(S E A L)

Notary Public in and for said County and State.
Residence:.....

This Instrument Exempt from Documentary Stamp Tax.

**VESTOCK
Crop and Chattel Mortgage**

.....
EGGAR A. SADLER et al
.....

To
LAND BANK COMMISSIONER

Dated....., 19.....

.....
File No. 21861
Filed ~~for record~~ at the request of

.....
W A Residence

.....
Nov 13th, 19*36*,
.....

at *0.1* min. past *11*

o'clock, *7* M., ~~and recorded in~~

Book..... of.....

~~at page~~....., in the office of the

County Recorder of *Greene*

County, State of *Mississippi*

.....
Peter Meriello
Recorder.

.....
Deputy Recorder.