Agent Form 28-2-34-2M-Gaz. LIVESTOCK

## Crop and Chattel Mortgage

THIS M	ORTGAGE made this 28t	day of	Septemb	er	, 19 <u>36</u> .,
EDGAR A.	SADLER , also known as	EDGAR SADLER, and	ETHEL SADLER,	his wife;	
REINHOLD SAI	DLER and VERNA SADLER, h	is wife,			
resident of B	ureka County of	Eureka	. State of Nevada	<u>,</u>	, occupation
arming, Mortgage	or, and the LAND BANK COMM	ISSIONER, acting purs	uant to Part 3 of t	he Act of Cor	ngress known as
he Emergency F	Farm Mortgage Act of 1933, having	g an office in the City	of Berkeley, State of	California, Mo	ortgagee,
	SSETH: That the said Mortgagor			/ \	
s follows, to-wit	t: <u>All crops</u> each year thereafter until the deb	now growing and/or	to be grown and	produced dur	DESCRIPTION OF THE PROPERTY OF THE PARTY OF
and (	each year thereafter until the deb	XXXXXX upon that ce	rtain land situate in t	he County of	
				/ /	
tate of	and more par	ticularly described as fo	llows:	\ '	
				\	\.
No.	Kind	Breed		Age	1
					\
68	Steers	Mixed		1	
132	Steers	Mixed		2	
74	Heifers	Mixed		1 2	
71	Heifers	Mixed		2 to 7 y	100700
300	Cows	Mixed Mixed		over 8 y	
31	Cows Calves	Mixed	/ /	Over o y	, carp
222		Herefore	. \		\
15 12	Bulls, reg. Unclassified	1,010101	• )		_
TK	OHOTODDALFOR		/ /		
aid livesto	ck are branded as follow	rs:			
	C	1	<b>V</b> /		
E' on	left hip or 9 on	right hip and ear	rmarked with u	pper bit ar	nd crop
ff right ea	r and under bit in left	ear; or end slit	in right ear;	or crop of	ff right
ar.	RL	R	R		
0	TY E	$\sim$	10		
<u> </u>	~ ~ ~ ·		/ /		
	/ /	/ /	\ /		
LSO: 22 Wo	ork Horses	Said horses	are branded	S on ria	ght shoulde
	addle Horses				
LSO: 800 To	ons of hay in stack.				
	<i></i>	/	/		
		/ /			
			. 0. 10		فمطمعما
which said p	personal property is now	in the possession	n of the mortg	agor, and .	rocated
pon that ce	ertain land situate in the	ie county of fare	in form of t	ba Tand En	uk Com- more
articularly	described in that certs	oll bearing of the control of the co	vember 12th	1936	un com
n Book C	lated September 28, 1936, of Mortgages, page	84	· Checoa Thousand		
m book G C	TI MOLINE GREEZ I PAGE -	<u> </u>			
1.	1 %				

together with all the increase thereof and additions thereto, whether natural or otherwise, and also all wagons, harness, saddles, farm implements, machinery, tools, appliances and equipment, hay, grain, fodder, supplies, range and camp equipment, wherever situated in the said County and State.

All the increment thereof, including wool, together with all registration papers having to do with such animals as may be registered, together with all brands and irons by which said brands or any of them were made, and the sole and exclusive right to the use and transfer of said brands and irons.

Together with any and all present and hereafter acquired right, title and interest whatsoever of the Mortgagor in and to any and all ranges, allotments, forest rights, grazing rights, leases, leasing rights, licenses, easements, pasturage, appliances and equipment wheresoever situated, appurtenant or in anywise pertaining to or used in the running, feeding and caring for said livestock.

Together with any and all water and water rights of every class and description, and any and all appliances and equipment in anywise appertaining to the production, conservation and use of water from whatsoever source and in whatever manner obtained and wheresoever situated now and hereafter at any time owned, possessed or controlled in whole or in part by the Mortgagor, or in which the Mortgagor may have any beneficial interest, which are appurtenant or in anywise pertaining to or used in the running, feeding and caring for said livestock.

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 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 November ...... each, the first of said installments being payable on the first day of..... 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, 19 36, 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. the intention of the parties hereto that this morthall 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

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

Residing at.....

STATE OF				
County of Olko				
On this 24th day	of Ctaker	, 1936, before me, L	eggy) L	elf.
a Notary Public in and for said Co	unty and State, personally	appeared EDGAR A. SA	blek elso known a	.8
EDGAR SADLER, and ETREL S				
known to me to be the person. wh		•		
thatthey voluntarily and of set out.				
IN WITNESS WHEREOR certificate first above written.	F, I have hereunto set my	hand and affixed my offici-	al seal the day and yea	r in this
My commission expires:	1050	Notarya Public	in and for said County and	d State
June 17th,	1738	· / / / /	o, Bessela	
(S E A L)			<u>', 2002 8 a :</u>	Residence
	-		\ \	
County o	ss.		All L	
On this 29 LL day	of Cetoker A.	D. one thousand nine hundred an		<u> </u>
personally appeared before	- July	Male.	, a Notary Public in and fo	or said
County of Carpy		tul Judill	n and who executed the al	nnexed
	known (or proved) to me to	o be the person described independent to me that	d the same, freely and volur	ntarily,
	and for the uses and purpose	s therein mentioned.		/ )
3	IN WITNESS WHEREO	F, I have hereonto set my hand		
	office in the County of	manne	the day and year in this Cer	tificate
	first above written.	Joseph	offall	
3		Man	hre State of N	Vevada.
	Notary Public in and for	the county or		
The state of the s	My commission expires	ACIGES JANEARY 30, 1868		
GENERAL—Reno Prin*1	MA COTTTO PAGE #	ANTHEO OMEDICAL		
(C. D. 4.1)				
(S E A L)			/	
-				
			e e e e e e e e e e e e e e e e e e e	
STATE OF CALIFORNIA, ss.	.\		•**	
County of Alameda.		. /		
			, being first duly swo	
That he is the Agent of the Mortgasecure the amount or amounts therein	gee named in the foregoing	mortgage: that the said m	ortgage is made in good	faith to
the mortgagor or any one of them.	set forth and without any	design to milder, delay or d	errand any creditor or cre	ditors of
the mortgagor or any one or them.				
Subscribed and sworn to before me th	nis	A gont for	the Lend Deale Control	
day of	, 19	Agent for	the Land Bank Commissi	ioner.
Notary Public in and for said Co	ounty and State.			
My commission expires:				
Residence:				
				<del></del>
I,	,	a Notary Public in and for	the County of Alameda,	State of
California, hereby certify that I have				
				**********
to the Land Bank Commissioner, day	ted the	day of	10 and hand	-+:f 41 :
the above constitutes a full, true, con	nplete and correct copy of	said mortgage.	-, 17, and nereby cer	tiny that
My sommission and			<u> </u>	
My commission expires		Notary Public in	and for said County and S	State.
(SEAL)		Residence:		

This Instrument Exempt from Documentary Stamp Tax.

Grop and Chattel Mortgage

LAND BANK COMMISSIONER

ENGLE A. SEDLER et al

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

Filed for second at the request of

County Recorder of ......

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

County, State of Media

Recorder. 3420W

Deputy Recorder.