

REAL AND CHATTEL MORTGAGE

1 This mortgage, dated this 8 day of December, 1937, and made and
2 executed by JORGEN P. JACOBSEN, and his wife, GRACE JACOBSEN, both of
3 the county of Eureka, state of Nevada, parties of the first part, who are
4 hereinafter referred to as, and called, the mortgagors, to J. B. Biale,
5 and O. R. Mau, both of the town and county of Eureka, state of Nevada,
6 the parties of the second part, hereinafter referred to as, and called,
7 the mortgagees,

8 W I T N E S S E T H :

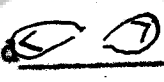
9 That said mortgagor does hereby mortgage to the said mortgagees
10 all of that certain real and personal property hereinafter described
11 as follows, to-wit:

REAL PROPERTY

12 The west half of the north east quarter of section twenty-two,
13 township twenty four North, range 54 east; the west half of the south
14 east quarter of section thirty-four township twenty-four North, Range
15 fifty-four east; the southeast quarter of the north west quarter and the
16 the northeast quarter of the south west quarter of section twenty-
17 two, township twenty-four North, Range fifty-four east; the south west
18 quarter of the north west quarter and the north west quarter of the
19 south west quarter of section twenty-two, township twenty-four North,
20 Range fifty-four east; the south half of the south west quarter of
21 section twenty seven, and the north east quarter of the north west
22 quarter of section thirty four, township twenty four North, Range
23 fifty-four east; the south east quarter of the north west quarter
24 of section thirty-four, township twenty-four North, Range fifty-four
25 east; the east half of south west quarter of section thirty-four
26 township twenty four North, Range fifty-four east; the south half of
27 section three; the south half of the north west quarter of section
28 three; the south west quarter of the north east quarter of section
29 three; Lot four of section three; Lots one, two and three in section
30 four; the south half of the north half of section four; the south west
31 quarter of section four; the south half of south east quarter of
32

1 section four;the northeast quarter of south east quarter of section
2 four;the north east quarter of section nine; the west half of sec-
3 tion ten;the west half of north east quarter of section Ten;the
4 north east quarter of the north east quarter of section TEN;the
5 north west quarter of the south east quarter of section fifteen;
6 all in township 23 N.R.34 east M.D.B & M.Containing in all 2284
7 acres of land,more or less,together with all the improvements located
8 on any of the lands described herein,and all watter,water rights,
9 dams,ditches and reservoirs unsed in connection with the irregation
10 of the above described lands or otherwise,and all rights and permits
11 to the range appurtenant to said lands or allowed or aportioned
12 thereto under the provisions of the Federal Range laws,or otherwise,
13 Together with all and singular the tenements hereditaments and
14 appubtenances thereunto belonging or in any wise appertaining:

15 PERSONAL PROPERTY

16 ONE HUNDRED EIGHTY HEAD OF STOCK CATTLE,Branded CL on left Ribs,
17 and ear marked  on each ear,also TWENTY head of HORSES branded
18 CL on left Stiffel, together with all of the increase of said live-
19 stock,and additions thereto whether natural or otherwise,and all
20 the increment thereof,together with all registration papers having
21 to do with such animals as may be registered,being all of the said
22 livestock now located near Diamond Mountain,30 miles north of
23 the town of Eureka,^Wevada and on and near the lands hereinabove
24 described in the county of Eureka,^Wevada.

25 This mortgage shall cover and include all right,title and in-
26 terest of the mortgagors in and to the range,range allotments,range
27 rights,forest permits,forest allotments,forest privileges,lease-
28 hold rights,feed of every nature,pasturage,water rights,watering
29 places,and water applications,automobiles,trucks,wagons and all
30 horses,mules and burrow,and the increase thereof and additions
31 thereto,and all farming machinery together with all additions there-
32 to and replacements thereof used in the management of the said pro-
perty,until the indebtedness herein described is fully paid.

1 The above described real and personal property is hereby mortgaged
2 to the mortgagees as security for the payment of said mortgages of
3 all indebtedness evidenced by and according to the terms of two
4 certain promissory notes dated December 8, 1937, and payable at Eureka,
5 Nevada, as follows, to wit:

6 Maker: Jorgen P. Jacobsen, and his wife, Grace Jacobsen.

7 Payee: J.B. BIALE in the sum of \$5,000.00

8 Payee: O.R. Mau in the sum of \$5,000.00

9 Payable: each on demand.

10 with interest thereon at the rate of FIVE per cent per annum, and also
11 as security for the discharge and performance of all obligations and
12 promises of said mortgagors herein contained, together with interest
13 thereon, and also as security for the payment by said mortgagors to
14 said mortgagees of all sums hereafter paid, laid out, expended or ad-
15 vanced by the said mortgagees under the terms of this mortgage, together
16 with interest thereon, and also as security for the payment of all
17 sums which may be hereafter loaned, paid out, expended or advanced by
18 said Mortgagees to said Mortgagors, or which may hereafter become due
19 to said mortgagees from said Mortgagors, with interest thereon, and also
20 as security for all extensions or renewals of above described notes
21 and notes evidencing sums hereafter loaned, paid out, expended, or ad-
22 vanced.

23 Said Mortgagors promise and agree to pay all taxes, assessments
24 and liens now subsisting or which may hereafter be imposed by national
25 state, county, city, or other authority upon the property hereby mort-
26 gaged, or upon the money secured hereby, and said Mortgagors agree
27 that said Mortgagees may pay any such taxes, assessments, or liens with-
28 out notice, and that said Mortgagors will repay to said Mortgagees
29 all such sums so paid, with interest at the rate of TEN per cent
30 per annum, and this mortgage shall be security for all sums so paid
31 by said Mortgagees, together with interest thereon, and said Mortgagees
32 shall be the sole judge of the legality or validity of such taxes,
assessments, or liens, and said Mortgagors further promise and agree
to keep the said property in good condition, during the continuance

1 hereof, it being understood that he may remove the same from its
2 present location, but only upon the written consent of the said Mort-
3 gagees, first obtained,

4 It is hereby agreed that if the Mortgagors shall fail to make
5 payment of said notes on demand, or to pay any advancements on demand,
6 or to repay any sum or sums which the Mortgagees may have expended
7 under the provisions of this mortgage, on demand, the Mortgagees may
8 at once proceed to foreclose this mortgage according to law, and they
9 may at their option, and they are hereby empowered so to do, enter upon
10 the premises where the said mortgaged personal may be and take possess-
11 ion thereof; and remove and sell and dispose of the same at public or
12 private sale without any previous demand of performance or notice to
13 the Mortgagors of any such sale whatsoever, notice of sale and demand
14 of performance being hereby expressly waived by said Mortgagors, and
15 from the proceeds of said sale retain all costs and charges incurred
16 by it in the taking or sale of said property, including such attorney's
17 fees as shall have accrued, also all sums due them on said promissory
18 notes, under any provisions thereof, or advanced under the terms of
19 this mortgage, and interest thereon, or due or owing to the said Mort-
20 gagees, or secured hereby, with the interest thereon, and any such surplus
21 of proceeds of such sale remaining shall be paid over to the Mortgagors.

22 It is hereby agreed that the mortgagors may retain possession of
23 the personal property mortgaged hereby until demand for payment of
24 said notes or upon default of any of the covenants contained herein,
25 at the option of the Mortgagees.

26 Said Mortgagees or their agents may bid and purchase at any sale
27 made under this mortgage or herein authorized, or upon any sale made
28 upon foreclosure of this mortgage.

29 The following covenants, Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14
30 of Section One of an act entitled "An act relating to mortgages of
31 real and personal property, and to provide that certain agreements,
32 covenants, obligations, rights and remedies thereunder may be adopted
by reference," Approved March 23, 1937, are hereby adopted and made a

1 part of this Mortgage.

2 IN WITNESS WHEREOF, the said Mortgagors have hereunto set their h
3 hands the day and year first above written.

4
5
6 State of Nevada
7 ss
County of Eureka

8 On this 8 day of December, 1937, personally appear-
9 ed before me, W.R. Reynolds, a notary public, in and for the county of
10 Eureka, state of Nevada, Jorgen P. Jacobsen, and his wife Grace Jacobsen
11 both of whom are known to me to be the persons named in and who
12 executed the foregoing instrument, and each of whom acknowledged to
13 me that he and she executed the same freely and voluntarily and for
14 the uses and purposes therein mentioned.

15 In witness whereof I have hereunto set my hand and affixed my
16 official seal at my of in Eureka Nevada this 8 day of December, 1937.

17
18 State of Nevada
19 ss
County of Eureka

20 Jorgen P. Jacobsen, and Grace Jacobsen, mortgagors,
21 and O.R. Mau, one of the Mortgagees, named in the foregoing mortgage,
22 being ach seperately duly sworn deposes and says that they are the
23 mortgagors, and one of the mortgarees, respectively; that the aid
24 chattel mortgage is made in good faith, and without any design to
25 hinder, delay, or defraud any of the creditors of the said Mortgagors;
26 that the same is given for a debt actually owing from the Mortgagors
27 to the Mortgarees amounting to the sum of \$10,000.00, for money
28 loaned by the said mortgagees to the said mortgagors.

29 Subscribed and sworn to before
30 me this 8 day of December, 1937

31
32 Notary Public

Jorgen P. Jacobsen
Grace Jacobsen

W.R. Reynolds
Notary Public.

Jorgen P. Jacobsen
Grace Jacobsen
O.R. Mau

Jacobsen, et ux
to

Man - Beale

Filed this 8th day of
Dec. 1937 at 2:51 P.M.

Peter Meriada
Recorder

WE HEREBY CERTIFY THAT THIS MORTGAGE HAS
BEEN FULLY PAID, SATISFIED AND DISCHARGED.
DATED: 1/27/38 J. B. P. [Signature]
J. B. P. [Signature]
J. B. P. [Signature]