

1 THIS CHATTEL MORTGAGE, Made this 11th day of January,
2 1937, by and between HENDERSON BANKING COMPANY MORTGAGE CORPORA-
3 TION, a corporation duly organized and existing under and by vir-
4 tue of the laws of the State of Nevada, with its principal place
5 of business situated in the City of Elko, County of Elko, State of
6 Nevada, the party of the first part, hereinafter called the
7 "Mortgager", and RECONSTRUCTION FINANCE CORPORATION, a public
8 corporation of the United States, duly organized and existing un-
9 der and by virtue of an Act of Congress of the United States of
10 America, the party of the second part, hereinafter called the
11 "Mortgagee",

12 W I T N E S S E T H:
13


14 That WHEREAS, the Mortgager is justly indebted to the
15 Mortgagee in the sum of SEVEN HUNDRED THOUSAND (\$700,000.00) DOL-
16 LARS, lawful money of the United States, evidenced by a promissory
17 note bearing even date with these presents for the said principal
18 amount, payable on or before February 1, 1938, with interest thereon
19 at the rate of four per cent (4%) per annum, payable semi-annually.

20 NOW, THIS MORTGAGE WITNESSETH: That the Mortgager
21 for and in consideration of the premises and the sum of ONE (\$1.00)
22 DOLLAR, to it in hand paid by the said Mortgagee, the receipt
23 whereof is hereby acknowledged have granted, bargained, sold, con-
24 veyed, confirmed and set over, and by these presents does grant,
25 bargain, sell, convey and confirm and set over unto said Mortgagee,
26 its successors and assigns forever, all those certain chattels now
27 situate and being in the County of Elko, and in the County of Eura-
28 wa, and in the County of Lander, and in the County of White Pine,
29 all in the State of Nevada, and being more particularly described
30 as follows, to-wit:

1 LIVESTOCK AT A. M. GRISWOLD RANCH - ELKO COUNTY

2
3 799 head of mixed cattle, more or less, carrying
4 the following Brands:

5 21 head, more or less, branded O7 thus: O7 and being
6 earmarked thus:  (From A. M. Griswold.)

7 111 head, more or less, branded Quarter Circle One
8 thus:  (From
9 Clark E. Drown)

10 459 head, more or less, branded Bar S Thus:  or
11 S Bar thus:  (From Arthur Drown)

12 3 head, more or less, branded Lazy S thus:  and
13 being earmarked thus:  (From Isaac
14 Griswold.)

15 2 Bulls (From C. H. Reinken).

16 203 head, more or less, branded Flying H thus:  or
17 being earmarked thus:  (From Homer
18 W. Andrae)

19 35 head of horses, carrying various irons.

20 1200 Tons of hay, more or less.

21 Together with all farm implements, tools and machinery
22 situated upon the above mentioned ranch.

23 HAY AT GROSEY RANCH - ELKO COUNTY

24 60 tons of hay, more or less.

25 PHILLIPS RANCH - ELKO COUNTY

26
27
28 1 John Deere power mower and 1 Allis-Chalmers Tractor.

29 7 head of saddle horses with various brands.
30

1 DEAN RANCH - EUREKA & LANDER COUNTIES
2 (under contract of sale)

3 18 head of horses, carrying various irons.

4 Together with all farm implements, tools and machinery
5 situated upon the above mentioned ranch.

6
7 NEVADA HOTEL PROPERTY - WHITE PINE COUNTY
8 (under contract of sale)

9
10 An undivided one-half interest in and to all personal
11 and chattel property situated in what is known as and
12 called the "NEVADA HOTEL" in the City of Ely, County
13 of White Pine, State of Nevada, situated on Lots 1, 2,
14 3 and 4 of Block Lettered "F" of said City, including
15 an undivided one-half interest in and to all furniture,
16 fixtures, bed linen, glass ware, dishes, goods, wares
17 and merchandise and hotel equipment of every name, na-
18 ture, kind and description therein contained.

19
20 ELKS BUILDING - ELKO COUNTY

21 All furniture and fixtures of every name, nature, kind
22 and description owned by said Mortgagor and situate in
23 what is known as and called "THE ELKS BUILDING OF ELKO,
24 NEVADA", situate on Lots 4, 5 and 6 and 7 of Block
25 Lettered "K" of the City of Elko, except lodge para-
26 phernalia and personal property and fixtures of tenants
27 therein.

28 ELKO GARAGE - ELKO COUNTY

29 All tools, garage equipment and gasoline dispensing
30 equipment of every name, nature, kind and description
owned by said Mortgagor, and situate in what is known
as and called "THE ELKO GARAGE" on Lots 16, 17, 18
19 and 20 Block Numbered One of the City of Elko, County
of Elko, State of Nevada

31 BYERS PROPERTY - ELKO COUNTY
32 (under contract of sale)

33 1 pr. bob sleds; 1 wagon & bed; 1 Deering mower; 1 derrick;
34 1 Jenkins buckrake; 1 seeder drill; 2 sulky plows; 1 gar-
den cultivator and 1 set harness.

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It is the intention of the Mortgagor herein to mortgage to the Mortgagee herein, as security for the aforementioned obligation, interest and advances, all personal property to which said Mortgagor has title, of every name, nature, kind and description and wheresoever situated, and said Mortgagor does hereby mortgage to said Mortgagee all personal property of every name, nature, kind and description owned by it whether the same is correctly described herein or not or at all, notwithstanding the specific description hereinbefore set out.

Together with any and all brands and branding irons and earmarks now owned or used by the said Mortgagor; also any and all other livestock of any kind or nature, wherever branded, which the Mortgagor now owns or may hereafter acquire; also all the increase, additions and substitutes to the said above mentioned livestock and personal property; also all hay and pasture and other crops of every kind and description, harvested, or which may be grown or harvested by the Mortgagor during the life of this mortgage, said crops to be subject to the lien of this mortgage as soon as the same are planted.

The above description is meant to and hereby does include all livestock of every name, nature, kind and description owned by said Mortgagor whether the same are branded and marked as described herein, and on the places stated herein, or not, or whether the same are branded at all.

The Mortgagor covenants and agrees 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, or Eureka or Lander of the State of Nevada, and not elsewhere, except upon express written permission by the Mortgagee, and the Mortgagor expressly agrees that it will not allow such livestock or other personal property, or any part thereof to be taken from its possession whether by operation of law or otherwise, or to be removed from the Counties hereinabove specified, except upon such express written permission of the Mortgagee.

The Mortgagor further agrees that it will at all times during the existence of this mortgage mark and brand with care and

1 diligence all livestock at any time subject to the lien hereof with
2 the regular registered brands and earmarks of the said Mortgagor
3 as hereinbefore shown and stated.

4 Upon default by the said Mortgagor of any of the terms,
5 covenants, conditions or agreements of this Mortgage, it is agreed
6 that all of the rights granted the Mortgagee under Covenant No.
7 13 of an Act of the State of Nevada, entitled, "An Act relating to
8 mortgages on real and personal property, and to provide that cer-
9 tain agreements, covenants, obligations, rights and remedies there-
10 under may be adopted by reference," approved March 23, 1927, here-
11 inafter mentioned, are hereby granted to the Mortgagee herein and
12 extended to all of the chattels herein mortgaged.

13 If during the subsistence of this Mortgage there be
14 commenced or pending any suit or action affecting any property
15 which may at any time be subject to the lien hereof, or the title
16 thereto, or the possession thereof, the said Mortgagee may appear
17 in said suit or action and retain counsel therein and defend the
18 same, or otherwise take such action therein as it may be advised,
19 and may settle or compromise the same, or it may, at its option,
20 pay and discharge any indebtedness now or hereafter existing
21 against any property which may at any time be subject to the lien
22 hereof, and in that behalf, and for any of said purposes, may em-
23 ploy legal counsel and may pay and expend at the expense and on
24 account of the Mortgagor such sums of money as it shall deem nec-
25 essary.

26 The Mortgagor does hereby agree that it will, upon de-
27 mand for possession of said property or any part thereof, under any
28 of the provisions hereof, deliver and surrender possession of said
29 property to the Mortgagee, and that it will hold the Mortgagee free
30 and harmless from any damage of any nature whatsoever which may be

1 sustained by the said Mortgagor by reason of the Mortgagee taking
 2 possession of the mortgaged property under any of the terms or con-
 3 ditions of this mortgage.

4 This mortgage is given to secure, in addition to the
 5 principal obligation hereinbefore mentioned in the sum of SEVEN
 6 HUNDRED THOUSAND (\$700,000.00) DOLLARS, together with accruing in-
 7 terest, such future advances as the Mortgagee may determine at its
 8 option to make under Covenants No.s 3, 4 and 5 hereinafter mention-
 9 ed, but not to exceed the sum of \$100,000.00, the maximum amount
 10 to be secured hereby as to principal and future advances being the
 11 sum of \$800,000.00.

12 Every covenant, stipulation and agreement herein con-
 13 tained shall bind and inure to the benefit of the said Mortgagor
 14 and Mortgagee, and their respective successors and assigns.

15 The following covenants: One; Two, a reasonable an-
 16 ount; Three 4%; Four; Five; Six; Eight; Nine; Ten; Eleven; Twelve;
 17 Thirteen; Fourteen and Fifteen of an act entitled "An act relating
 18 to mortgages on real and personal property, and to provide that
 19 certain agreements, covenants, obligations, rights and remedies
 20 thereunder may be adopted by reference", approved March 23, 1927,
 21 are hereby adopted and made a part of this Mortgage, the said act
 22 being Chapter 109 of the Statutes of the State of Nevada, of the
 23 year 1927.

24 IN WITNESS WHEREOF, the said party of the first part,
 25 and Mortgagor, HENDERSON BANKING COMPANY MORTGAGE CORPORATION,
 26 has caused its corporate name to be hereunto subscribed by its
 27 President, W. M. WEATHERS, and its corporate seal to be hereunto
 28 affixed, attested by its Secretary, L. P. HARRIMAN, in septet, ,
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8.1.
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1 the day and year first above written.

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Henderson Banking Company Mortgage Corporation
By W. M. Weathers
President.-

ATTEST:
L. P. Harriman
Secretary.-

State of Nevada,)
) ss.
County of Elko.)

On this 11th day of January, 1937, personally appeared before me, a Notary Public in and for said County and State, W. M. WEATHERS and L. P. HARRIMAN, known to me to be the President and Secretary, respectively of the corporation that executed the foregoing instrument, and upon oath did depose and say that they are the officers of said corporation as above designated; that they are 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, 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 the day and year in this Certificate first above written.

Peggy O'Neill
Notary Public.-

MY COMMISSION EXPIRES:
June 17, 1938.

1 STATE OF NEVADA,)
2 COUNTY OF ELKO.) ss.

3 W. M. WEATHERS and L. P. HARRIMAN being first duly
4 sworn, according to law upon oath, depose and say:

5 That they are the President and Secretary, respectively
6 of the mortgagor corporation that executed the foregoing mortgage,
7 and that as such officers they are making this affidavit on behalf
8 of said corporation; that the aforesaid mortgage is made in good
9 faith and without any design to hinder, delay or defraud creditors.

W. M. Weathers

L. P. Harriman

11 Subscribed and sworn to before me
12 this 11th day of January, 1937.

13 *Peggy O'Neill*
14 _____
15 Notary Public.-

16 STATE OF UTAH,)
17 COUNTY OF SALT LAKE.) ss.

18 ELIAS A. SMITH being first duly sworn, according to law,
19 upon oath deposes and says:

20 That he is the Manager of the mortgage corporation
21 named in the foregoing chattel mortgage, and that as such officer
22 he makes this affidavit on behalf of said corporation; that the
23 aforesaid chattel mortgage is made in good faith and without any de-
24 sign to hinder, delay or defraud creditors.

Elias A. Smith

25 Subscribed and sworn to before me this
26 22nd day of January, 1937.

27 *Lucy Picco*
28 _____
29 Notary Public.-

30 My Commission Expires:

February 8-1939

CHATTEL MORTGAGE

HENDERSON BANKING COMPANY

MORTGAGE CORPORATION,

-to-

RECONSTRUCTION FINANCE

CORPORATION,

Dated January 11th, 1937.

File No 21893

*Filed at the request of
Morley Griswold & Milton J. Reinhart
Jan. 27 - A. M. 1937
at 4 P. M.*

*Peter Marshall
Recorder*

MORLEY GRISWOLD & MILTON J. REINHART

ATTORNEYS AT LAW

ELKO, - NEVADA