

CHATTEL MORTGAGE

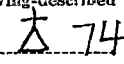
ESTATE OF ERNEST H. SIMONSEN, Deceased, and RUBY SIMONSEN, widow

residing at Strawberry

county of White Pine, State of Nevada, Mortgagor (the word "Mortgagor" and the language of this instrument shall, when there is more than one mortgagor, be construed as plural and binding equally on all mortgagors), for and

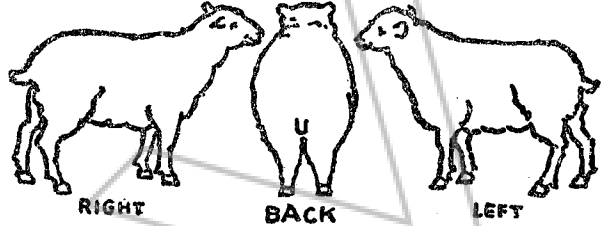
in consideration of Eighteen Thousand Six Hundred Eight and 31/100 - - - (\$18,608.31) - - - dollars, to said Mortgagor paid by Regional Agricultural Credit Corporation of Salt Lake City, Utah, and residing at Salt Lake City, Utah, Mortgagee, does hereby grant, bargain, transfer, sell, and mortgage unto said Mortgagee the following-described personal property situated in the county of White Pine, State of Nevada, and described as follows:


THE FOLLOWING-DESCRIBED LIVESTOCK:

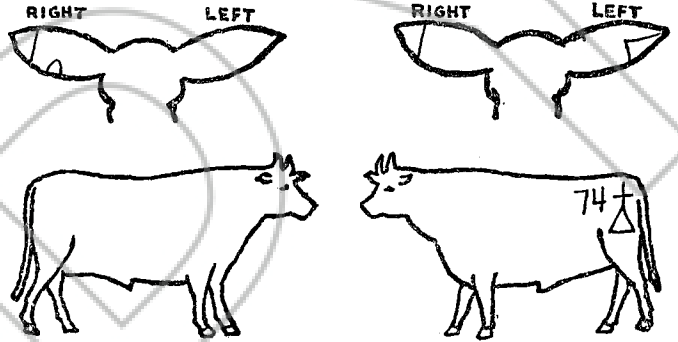
Said livestock bearing one or more of the following-described brands or earmarks.
Wool brand _____ Cattle brand 

Four Hundred Ninety-Eight (498) head of Hereford & Durham cattle, more particularly described and classified as follows:


- 50 steers - age one year
- 56 steers - age two years
- 54 heifers - age one year
- 42 heifers - age two years
- 228 cows - ages 3 to 8 yrs.
- 10 cows - over eight yrs.
- 49 calves
- 9 bulls.



ALSO: 19 Saddle & Work Horses, branded thus:  left shoulder, and/or left stifle, which is the recorded brand. The horses may also be branded with various other brands. Together with all saddles, wagons, camp and pack equipment complete, including all machinery.



ALSO: 675 tons of hay; together with all feed now on hand or hereafter acquired during the full period of this mortgage or any extension or renewal thereof.

The above described cattle are all branded thus:  on left hip, which is the recorded brand. The cattle are earmarked with end crop and under bit right ear, left ear full, as shown on diagram hereon. The cattle may also be branded thus: 74 left hip, which is recorded and may be earmarked with end crop right ear, under half crop left ear. Together with the brands and marks and the sole and exclusive right to their use and transfer, said brands having been recorded in the office of the State Board of Stock Commissioners, Reno, Nevada.

During the life of this mortgage the said cattle and horses will retain the above described brands and earmarks and all increase therefrom will be branded and marked in like manner.

This mortgage includes all increase born from the above described livestock during the period of this mortgage or of any extension or renewal thereof.

This is a supplemental mortgage to a certain chattel/real and mortgage dated October 3, 1935, executed by Ernest H. Simonsen and Ruby Simonsen.

Together with all of the increase and the increase of the increase thereof and additions and accretions thereto, it being the intention that this mortgage shall cover all of each kind of livestock above named now owned or possessed by the Mortgagor and in or to which he may acquire any right, title, or interest during the life of this mortgage. In the case of sheep, all wool and lamb crops (whether now born or unborn) during the period of the mortgage are included.

There is also included all the right, title, and interest of the Mortgagor in and to all hay, grain, pasturage, and feed, and in and to all range and forest reserve rights, feed pens, feed troughs, and water privileges used in feeding said livestock, also all horses, mules, harness, camps, camp wagons, commissary outfits, and shearing, lambing, and other equipment used in operating said livestock, and in general all personal property and equipment now or hereafter used in or in connection with feeding, ranging, watering, lambing, shearing, maintaining, transporting, or caring for said livestock, so far as such property is the lawful subject of chattel mortgage, until the indobtedness herein described is paid in full.

All of said livestock may carry other brands and marks than those mentioned, but in any event the above enumeration and description is intended to cover and include all livestock now owned by the Mortgagor, and their increase, and all additions thereto, whether marked or branded as stated or otherwise, or unbranded.

The said livestock during the term of this mortgage will be kept only in the following county or counties and State or States: White Pine & Esmeralda Counties, State of Nevada.

and will not be removed therefrom except with the written consent of the Mortgagee.

ALSO ALL CROPS of every name, nature, and description which have been or may be hereafter sown, grown, planted, cultivated, or harvested during the year **1937** & 1938 and each year thereafter until this loan is paid in full. Nevada upon the following-described real estate situated in White Pine County, State of Nevada, to wit:

1400 acres of farm and range land owned by Mortgagor, located in White Pine County, State of Nevada, known as the Simonsen Ranch; together with all land owned, leased and/or occupied by Mortgagor.

To have and to hold said crops, chattels, and other personal property and all of the same unto the said Mortgagee and the Mortgagee's successors and assigns forever. It is the intention of the parties that this mortgage shall take effect and become a lien upon any crops planted hereafter, at the time when such crops are planted.

Provided, nevertheless, That this is a chattel mortgage to secure the following-described promissory notes:

PROMISSORY NOTE

\$20,000.00

Oakland, California, October 3, 1935

ON DEMAND OR IF NO DEMAND IS MADE THEN

ON OR BEFORE OCTOBER 3, 1936 - - - - - ~~xxxxxxx~~, for value received, we and

each of us, jointly and severally, promise to pay to the order of the REGIONAL AGRICULTURAL

CREDIT CORPORATION OF SALT LAKE CITY, UTAH, at its office in the city of Oakland

State of California, TWENTY THOUSAND AND NO/100 - - - - - Dollars,

with interest at the rate of $6\frac{1}{2}$ percent per annum from date hereof, payable at maturity.

In the event this note is placed in the hands of an attorney for collection or suit is brought on the same, or any portion thereof, or if collected by any court proceedings, we and each of us, jointly and severally, further agree to pay such reasonable attorney's fees and costs of collection as may be permitted by law to be charged.

The makers and endorsers of this note severally waive presentment for payment, demand, protest, and notice of non-payment thereof, and all defenses on the ground of any extension of the time of payment that may be given by the holder or holders to them or either of them.

This note is secured by a chattel mortgage dated October 3, 1935.
real and

ERNEST H. SIMONSEN
Ernest H. Simonsen

RUBY SIMONSEN
Ruby Simonsen

Upon default by the mortgagor of any of the terms, covenants, conditions or agreements of this mortgage it is agreed that all of the rights granted the mortgagee, under covenant No. 13 of an Act of the State of Nevada 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, hereinafter mentioned, are hereby granted to the mortgagee herein and extended to all of the chattels herein mortgaged.

Every covenant, stipulation and agreement herein contained shall bind and inure to the benefit of the said mortgagor and mortgagee and their respective heirs, executors, administrators, successors and assigns.

The following covenants: One; Two 10 %; Three 6 %; Four; Five; Six; Seven (\$.....);
(Atty. fee) (Advances) (Insurance)

Eight; Nine; Ten; Eleven; Twelve; Thirteen; Fourteen; and Fifteen 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, (being chapter 109 of the Statutes of the State of Nevada of the year 1927), are hereby adopted and made a part of this mortgage.

UTAH—INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss:

On the _____ day of _____, A.D. 1937, personally appeared before me

the signer of the above instrument, who duly acknowledged to me that he executed the same.

My commission expires: _____ Notary Public.
Residing at _____

INDIVIDUAL AFFIDAVIT OF GOOD FAITH

STATE OF Nevada }
COUNTY OF Clark } ss:

Ruby Simonsen as Executrix of the Estate of Ernest H. Simonsen, Deceased,

and Ruby Simonsen, Widow, as an individual, being first duly sworn, says that she ~~is~~ (are) the Mortgagor described in and who executed the foregoing mortgage, and that said mortgage is made in good faith to secure the amount named therein, and without any intent or design to deceive, hinder, delay, or defraud the creditors of the Mortgagor.

Ruby Simonsen
(Ruby Simonsen) Executrix
of Estate of Ernest H.
Ruby Simonsen
(Ruby Simonsen) Simonsen, Deceased

Subscribed and sworn to before me this 20th day of January, 1937.

My commission expires: March 14, 1939 Notary Public.
Residing at Clark, Nevada

(NEVADA — ACKNOWLEDGMENT — INDIVIDUAL)

State of Nevada }
County of Clark } ss.

On this 20th day of January, A. D. 1937, personally appeared before me John E. Robbins

a Notary Public in and for Clark County, State of Nevada,
Ruby Simonsen as Executrix of the Estate of Ernest H. Simonsen, Deceased,
and Ruby Simonsen, Widow, as an individual

known to me to be the person described in, and who executed the foregoing 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 Clark, State of Nevada, the day and year hereinabove first written.

John E. Robbins
Notary Public in and for the County of Clark,
State of Nevada
Residing at Clark Nevada

My commission expires March 14, 1939

THE MORTGAGOR DESCRIBED IN AND WHO EXECUTED THE FOREGOING MORTGAGE, AND THAT SAID MORTGAGE IS MADE IN GOOD FAITH TO SECURE THE AMOUNT NAMED THEREIN AND WITHOUT ANY INTENT OR DESIGN TO DECEIVE, HINDER, DELAY OR FRAUD THE CREDITORS OF THE MORTGAGOR.

Subscribed and sworn to before me this _____ day of _____, 1937

My commission expires: _____ Notary Public.
Residing at _____

MORTGAGEE'S AFFIDAVIT OF GOOD FAITH

STATE OF UTAH, }
COUNTY OF SALT LAKE } ss:

A. J. PAUL

being first duly sworn upon oath, deposes and says that he is the **Secretary & Treasurer** of Regional Agricultural Credit Corporation of Salt Lake City, Utah, a corporation, the Mortgagee named in the foregoing mortgage; and makes this affidavit on its behalf; that the said mortgage was made and executed in good faith to secure the amount named therein, and without any intent or design to deceive, hinder, delay, or defraud the creditors of the Mortgagee.

Subscribed and sworn to before me this 13th day of January, 1937.

My commission expires: May 1, 1938 Notary Public.
Residing at Salt Lake City, Utah

UTAH—PARTNERSHIP ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss:

On the _____ day of _____, A.D. 193 , personally appeared before me

known to be the persons who signed the above instrument in behalf of and as members of the copartnership of _____, and duly acknowledged to me that they executed the same on behalf of said copartnership

My commission expires: _____ Notary Public.

Residing at _____

UTAH—CORPORATE ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss:

On the _____ day of _____, A.D. 193 , personally appeared before me

who, being by me duly sworn, did say that they are the _____ (president, vice president, or secretary) of _____ a corporation, and that said instrument was signed in behalf of said corporation by authority of its bylaws and resolution of its board of directors, and said _____ acknowledged to me that said corporation executed the same.

My commission expires: _____ Notary Public.

Residing at _____

CORPORATE AFFIDAVIT OF GOOD FAITH

STATE OF _____ }
COUNTY OF _____ } ss:

_____, being first duly sworn deposes and says that they are the _____ and _____ (president, vice president, or secretary) of _____, a corporation, the Mortgagor described in, and which executed the foregoing mortgage, and that they make this affidavit for and on its behalf; that said mortgage is made in good faith to secure the amount named therein, and without any intent or design to deceive, hinder, delay, or defraud creditors of the mortgagor.

Subscribed and sworn to before me this _____ day of _____, 193

My commission expires: _____ Notary Public.

Residing at _____

No. _____

CHATTEL MORTGAGE

TO

REGIONAL AGRICULTURAL CREDIT CORPORATION OF SALT LAKE CITY, UTAH

Dated

File No. 21897

The within chattel mortgage was filed for record in my office as a chattel mortgage on the 1st

day of Feb., 1937, filing no. 21897

at 4.5 minutes past 11 A.M.

o'clock A.M.

John M. ...

County Recorder.

[SEAL]

State of _____

County _____

PLEASE FILL IN THE FOLLOWING CERTIFICATE ON THE DUPLICATE ORIGINAL BEFORE RETURNING TO MORTGAGEE

STATE OF _____ }
COUNTY OF _____ } ss:

I hereby certify that an exact duplicate original of the within chattel mortgage was filed for record in my office on the _____ day of _____, 193 , at _____ o'clock

and received filing number _____

Recorder.

Deputy.

[SEAL]