

RESETTLEMENT ADMINISTRATION CHattel, CROp, AND LIVestOCK MORTGAGe

As used herein the Resettlement Administration or the Administrator thereof shall be construed to mean the United States

FOR USE IN NEVADA

I. THIS MORTGAGE, Made this 6 th day of May, 1937, by SCHAEFFER, PETER AND HAROLD SCHAEFFER and SCHAEFFER, FLOYD AND EMMA of Eureka, County of Eureka, State of Nevada (hereinafter called "Mortgagor"), the Administrator (hereinafter called "Mortgagee"), of the Resettlement Administration, a Federal agency established by Executive Order No. 7027, dated April 30, 1935, and for the purpose of securing the payment of—

(1) The sum of THREE THOUSAND dollars (\$3000.00), (together with interest thereon at the rate of FIVE per centum per annum) loaned to the Mortgagor for the purpose of financing the Mortgagor, Mortgagors, or any of them, during any regular production period(s), involving the property herein mortgaged, or any part thereof, the receipt of which is hereby acknowledged, which debt is evidenced by promissory note(s) dated May 6, 1937, and dated _____, 19____, executed by the Mortgagor to the Mortgagee, payable as follows:

Amount of installments	Date due	Amount of installments	Date due
\$ <u>750.00</u>	<u>November 15, 1938</u>	\$ <u>750.00</u>	<u>November 15, 1941</u>
\$ <u>750.00</u>	<u>November 15, 1939</u>		
\$ <u>750.00</u>	<u>November 15, 1940</u>		

(2) Any additional sum(s) not exceeding the aggregate sum of TWO HUNDRED FIFTY dollars (\$250.00), together with interest thereon at a rate not in excess of five per centum (5%) per annum, in addition to the indebtedness above described, hereinafter advanced by the Mortgagee to the Mortgagor, which sum shall be considered only as a limit of the debts and expenditures that may be secured hereby at any one time, and not to include such as may have existed and been repaid or discharged hereunder.

(3) Any additional sum(s) which shall be advanced for the purpose of financing the Mortgagor, Mortgagors, or any of them, during any regular production period(s), involving the property herein mortgaged, or any part thereof. This mortgage shall be, until formally discharged, a lien and incumbrance upon the property described herein as security for the repayment of all sums which may be or become due under this mortgage, and all of the obligations secured hereby, even though during such period(s) of financing the debt(s) or obligation(s), secured hereby as they exist at any particular time, may have been repaid in full to the Mortgagee herein or his assigns.

(4) The personal property herein described is also mortgaged to the Mortgagee as security for all extensions or renewals of the above-described note(s) evidencing sums loaned, expended, or advanced.

(5) All advances made hereunder to or for the Mortgagor shall be payable, unless otherwise agreed, on or before the 15th day of November, 1941, at the office of the Mortgagee at San Francisco, California.

II. (1) The Mortgagor does hereby mortgage to the Mortgagee, his successors or assigns, all crops now standing, planted, or grown or that may be planted or grown prior to the payment in full of the indebtedness secured hereby on the lands situated in the County of EUREKA, State of Nevada, described as follows:

S₂ of NW₁; NW₂ of SE₁; NE₁ of SW₁; S₂ of SE₁; S 18; SE₁ of NW₁; N₁ of SE₁; NE₁ of S 19;
W₂ of NW₁; NW₁ of SW₂ of S 20, Township 18 N Range 54 E MDB&M

(2) Together with the following-described livestock, equipment (including machinery, tools, harvested crops, etc.) and all other personal property which is now on or may be hereafter acquired and placed on the above-described premises.

EQUIPMENT

No.	Kind	Manufacture	Size and type	Condition	Age
1	Mowing Machine	McCormick Big 6	5'	Good	
1	Hay Rake	McCormick	10'	Good	
3	Farm Wagons			Fair	
2	Sulky Plows	John Deere	14"	Good	
1	Derrick	(home made)			
All other farm machinery & equipment (harness-4 sets; saddles-2; pack outfits; etc.)					

LIVESTOCK

No.	Kind	Breed	Brand or other identification mark	Average weight	Age
4	Work Horses		(3-Bay; 1-Sorrel)	1500-1000-1000-1400;	9-8-19-19
6	Saddle Horses		Branded ♂ on right shoulder		
1	Milk Cow	Durham		Medium	3 yr.
1	Heifer	"			14 Mo.
1	Calf	(steer)			
100	Sheep	Rambouillette	(70-Ewes; 30-lambs)		
500	Sheep	(ewes)	to be purchased out of this loan in May 1937.		

(3) It is agreed that all increases of, including all wool and mohair, now on or that may hereafter grow upon or be sheared from sheep or goats mortgaged hereunder, and any and all replacements of or additions to the livestock described herein and all the interest of the Mortgagor in all grazing rights, feed, feed pens, water privileges, held by the Mortgagor, during the existence of this mortgage and all sheep camps, commissary wagons, horses, harness, and all other equipment used by the Mortgagor in said livestock business during said time, shall be subject to this mortgage.

III. TO HAVE AND TO HOLD, The said personal property unto the Mortgagee, his successors and assigns, forever.

IV. THE MORTGAGOR COVENANTS:

(1) That the above-described property is now in his possession at the location above described, and that he is absolute owner of said chattels, and that same are free from all encumbrances except as indicated below:

"The Mortgagor agrees that he will expend all funds advanced hereunder by the Mortgagee only for the purposes for which such funds are advanced and only as the Mortgagee shall direct, as set forth in a certain Loan Agreement between the Mortgagee and the Mortgagor, dated April 2, 1937, and any written modification thereof, and a diversion of any such funds to any other purpose will constitute a default under the terms of this mortgage entitling the Mortgagee to exercise the remedies hereinafter specified."

- (2) That the marks and brands above used to describe any livestock are the holding brands and carry the title, although the livestock may have other marks and brands.
- (3) He will properly care for all the property herein mortgaged.
- (4) He will sell, remove, or encumber the property herein mortgaged or permit others to do so only with the written consent of the Mortgagee.
- (5) He will promptly pay all taxes, liens, and other charges assessed upon or attaching to the property herein mortgaged during the continuance of this mortgage.

V. PROVIDED, NEVERTHELESS, That these presents are upon condition that if the Mortgagor shall pay the Mortgagee all sums the payment of which is secured by this mortgage, and if he shall perform all the covenants and conditions of this mortgage, then this conveyance shall be void, otherwise to remain in full force and effect;

VI. BUT, IF Default be made in the payment of said debt(s) or any installment of principal or interest thereon, as provided in said note(s), or if the Mortgagor fails to comply with any of the covenants and agreements herein stated, or if the Mortgagee should deem himself insecure, the Mortgagee may, at his option, exercise any remedies hereinafter specified, the exercise of any of which shall be optional and cumulative and not a waiver of any other right or remedy which would otherwise exist at law or in equity for the enforcement of this mortgage or the collection of the indebtedness secured hereby:

(1) The Mortgagee may enter upon the premises where said livestock or other personal property are kept, or upon which said crops are growing, and may do all things necessary to care for said livestock, or cultivate and/or harvest said crops, and may take immediate possession of said crops when matured or harvested, and any of the said personal property, and dispose of same for the best price obtainable therefor. All expenses incurred by the Mortgagee in so doing, together with interest thereon at the rate specified in the note above described, shall be a charge against the Mortgagor and shall be secured by these presents and be a lien on said property in the same manner as the principal debt.

(2) The Mortgagee may declare the whole of the indebtedness hereby secured at once due and payable, and foreclose this mortgage in any manner provided by law, and forthwith as provided by law, enter upon the premises where any of the above-described property may be, take possession of and sell said property, or so much thereof as may be necessary to satisfy all indebtedness secured hereby and the interest thereon and all expenses that may be incurred in the keeping, care, and sale of said property, either at private sale, with or without notice, or at public auction, after giving notice as is required by law, of the time and place of sale, and shall apply the proceeds of such sale to the discharge of said debts, interest, and expenses, with any surplus to the Mortgagor or his assigns.

(3) The Mortgagor, if permitted by law to do so, hereby waives all rights of appraisal, sale, or redemption under the laws of the State of Nevada.

VII. IT IS AGREED THAT:

- (1) At any sale made hereunder, any of the parties hereto may purchase in the same manner as if they were not parties.
- (2) The words "Mortgagor" and "Mortgagee" shall be construed as including heirs, successors, administrators, executors, assigns, agents, and principals of each.
- (3) The invalidity of any one or more of the provisions of this mortgage shall not affect the validity of the remainder of the provisions.

IN WITNESS WHEREOF, The said Mortgagor(s) has (have) hereunto set his (their) hand(s) and seal(s), the day and year in this instrument first above written.

Peter Schaefer Peter Schaefer [SEAL]
WITNESSES: Emma Schaefer Emma Schaefer [SEAL]
Harold Schaefer Harold Schaefer (SEAL)
Floyd Schaefer Floyd Schaefer (SEAL)

STATE OF NEVADA, } ss:
COUNTY OF _____ }
On this _____ day of _____, 19____, before me, the undersigned, a notary public in and for said County and State; personally appeared the within-named _____, known to me (or proved to me on oath of _____) to be the identical person(s) described in and who executed the within instrument, and acknowledged that (t)he(y) signed, sealed, and delivered the same as his (their) free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 19____.
My commission expires _____
Notary Public.

AFFIDAVIT OF MORTGAGOR

STATE OF NEVADA, } ss:
COUNTY OF _____ }
The undersigned makes solemn oath and says: That he is the Mortgagor named in the foregoing mortgage; that the said Mortgagee has an actual and adequate claim against him; that said mortgage is made in good faith to secure the amounts therein set forth, and is made without any design to hinder, delay, or defraud creditors.

Mortgagor.

Mortgagor.
Subscribed and sworn to before me this _____ day of _____, 19____.
My commission expires _____
Notary Public.

AFFIDAVIT OF MORTGAGEE

STATE OF NEVADA, } ss:
COUNTY OF _____ }
The undersigned makes solemn oath and says: That he is the agent of the Mortgagee named in the foregoing mortgage; that the said Mortgagee has a valid claim against the within-named Mortgagor; that said mortgage is made in good faith to secure the amount(s) therein set forth, and is made without any design to hinder, delay, or defraud creditors.

Agent for the Administrator of the Resettlement Administration.
Subscribed and sworn to before me this _____ day of _____, 19____.
My commission expires _____
Notary Public.

Filed at request of C.R. document may be read at 11:30 a.m. File No. 21961