Rev. 3-11-36 pproved by the Administrator

RR CASE No.	_200_	379-1	
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Correspond		,	
COUNTYEl	I G.Ka		

RESETTLEMENT ADMINISTRATION

	HATTEL, CROI		and the second s		
As used herein the Resettlen or the Administrator thereof to sness the United States	was De construed				
I. THIS MORTGAGE, Mad HAFOLD SCHAFFER a	e this <u>6 th</u> da	ay of May	19.37,	by SCHAFFER, PETE	R AND
of <u>Fureka</u> (Post-office address)	, County of	Eureka	State of Neva	ada (hereinafter called "I	Mortgagor"),
the Administrator (hereinafter of Order No. 7027, dated April 30,	called "Mortgagee"), o 1935, and for the purp	of the Resettlements of securing	ent Administration, a Fe the payment of—	deral agency established t	y Executive
(1) The sum of THREF II (together with interest thereon	HOUSAND			dollars (\$.3000	•00),
mortgaged, or any part thereof, May 6	the receipt of which i	is hereby acknow	wledged, which debt is ev	videnced by promissory no	perty herein ote(s) dated
reoregagee, rayante as lonows:			~		t . 1 · 1
Amount of installments	November 15.	1938 .	Amount of installments	Date du November 15	10/1
750.00	November 15,	1939 \$		Date du November 15	
(2) Any additional sum(s)	-				
dollars (\$.250.00), tog to the indebtedness above descr as a limit of the debts and expe and been repaid or discharged he	gether with interest the ibed, hereinafter advantage and the ibed in the ibed	hereon at a rate	e not in excess of five per	centum (5%) per annum	
(3) Any additional sum(s) them, during any regular produce, until formally discharged, a which may be or become due until financing the debt(s) or oblide Mortgagee herein or his assignment.	ction period(s), involvable and incumbrance oder this mortgage, an gation(s), secured here.	ving the propert upon the prope	y herein mortgaged, or as rty described herein as so digations secured hereby	ny part thereof. This mo ecurity for the repayment	rtgage shall of all sums
(4) The personal property is the above-described note(s) evident	nerein described is als	so mortgaged to pended or adva	the Mortgagee as securinced.	ity for all extensions or	renewals of
(5) All advances made here	under to or for the M	ortgagor shall b	o novable unless ethousis	se agreed, on or before the	15th
lay ofNovember	., 1944, at the office	e of the Mortga	ngee at Řěno, Nevádá. A	san Francisco, Ua	Lifornia
II. (1) The Mortgagor does grown or that may be planted or	grown prior to the p	ayment in full	of the indebtedness secu	red hereby on the lands	situated in
Se of NW+ NW+ of S	E NE of SW	of Nevada, descri	ribed as follows:	M OF CEL MEL	of 5 10'
he County of EUREK So of NW4; NW2 of S Wa of NW4; NW4 of S	Wa of S 20 Tow	vnshio 18 N	Range 54 E MDB&M	M No OI DEA, NET	01 5 19,
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(2) Together with the followersonal property which is now o	wing-described livestoc	k, equipment (i	ncluding machinery, tools	s, harvested crops, etc.) an	nd all other
(2) Together with the followersonal property which is now (wing-described livestoo on or may be hereafte	r acquired and	placed on the above-descr	s, harvested crops, etc.) are	nd all other
ersonal property which is now (wing-described livestoc on or may be hereafte	ek, equipment (ir acquired and EQUIPMEN	placed on the above-descr	s, harvested crops, etc.) aribed premises.	nd all other
ersonal property which is now o	on or may be hereafte. Manu	r acquired and property of the second	placed on the above-descr NT Size and type	ibed premises. Condition	Age
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(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 manufer 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 appraisement, 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 Emma Schaefer WITNESSES: all (USEAL) Harold Schaefer _(SEAL) Floyd Schaefer (SEAL) STATE OF NEVADA, 88: COUNTY OF County and State, personally appeared the within-named known to me (or proved to me on oath of ________, 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 .. My commission expires Notary Public. the willow AFFIDAVIT OF MORTGAGOR STATE OF NEVADA, 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 ____ My commission expires Notary Public. AFFIDAVIT OF MORTGAGEE STATE OF NEVADA, 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 Administration. Subscribed and sworn to before me this day of

1/0

My commission expires

September 14 of 12 22 and 400