


- - CHATTEL MORTGAGE - -


THIS INDENTURE, made this 1st day of September, 1937, between ISADORE SARA Sr., ISADORE SARA Jr., and PETER SARA, all of Eureka, Eureka County, Nevada, the parties of the first part, hereinafter termed the Mortgagors, and THE FIRST NATIONAL BANK of Ely, Nevada, a corporation organized and existing under the National Banking Laws of the United States, and doing business in Ely, White Pine County, State of Nevada, hereinafter called the Mortgagee;

WITNESSETH: That the said Mortgagors in consideration of the sum of THREE THOUSAND SEVEN HUNDRED FIFTY (\$3750.00) Dollars, to them in hand paid by the said Mortgagee, the receipt of which is hereby acknowledged, does by these presents grant, bargain, sell, assign, transfer and set over unto said Mortgagee, its successors and assigns forever, all and singular the following described personal property, situate and being on range in Eureka County, State of Nevada, to-wit;

500 head of range cattle, one to five year old:

branded 4 spiked S  on right hip;

Ear Marks: { swallow fork, right ear, 

{ underbit, left ear, 

TOGETHER with any and all increase, substitutions of and additions to said property, this instrument to take effect upon, cover and include all such increase, substitutions and additions as soon as the same shall be made or brought into existence, or become incorporated with said described property as part and parcel thereof.

TO HAVE AND TO HOLD, the above described property with the increase, substitutions and additions aforesaid, in accordance with the provisions hereinafter contained.

THIS CONVEYANCE IS GIVEN and intended as a mortgage to secure the payment of an indebtedness of THREE THOUSAND SEVEN HUNDRED FIFTY (\$3750.00) Dollars, owing from said mortgagors to said mortgagee, and evidenced by said Mortgagors' certain promissory note in words and figures following, to-wit;

\$3750.00 Ely, Nevada, September, 1st, 1937.

ON OR BEFORE November 1st, 1939, after date, for value received, the undersigned promises to pay to the order of The First National Bank of Ely, Nevada, THREE THOUSAND SEVEN HUNDRED FIFTY & no/100 -----DOLLARS, payable at The First National Bank of Ely, in Ely, Nevada, 94-24, without defalcation or discount, with interest payable quarterly at the rate of eight per cent per annum from date, together with a reasonable attorney's fee, if this note or any part thereof is collected after maturity by an attorney, either with or without suit. If this note is not paid at maturity it shall thereafter bear interest at the rate of twelve per cent per annum until paid, both before and after judgment. If the interest is not paid when due, the legal holder may declare the whole sum due and proceed by law to collect both principal and interest. The makers and endorsers of this note each expressly waive demand, notice of non-payment and protest, and suit against the maker; and hereby guarantee payment of this note at maturity or any time thereafter.

No. /s/.....ISADORE SARA SR.....
Due, /s/.....ISADORE SARA JR.....
/s/.....PETER SARA.....

This mortgage also secures payment of any further sums, together with interest, at the same rate as borne by the principal obligation, as may be hereafter expended at its option by the Mortgagee in searching for, taking possession of, maintaining , pre-serving and marketing the mortgaged property, or any part thereof. This mortgage also secures payment for further sums, and the prom-issory notes evidencing same, together with interest as shall be provided for therein, as may hereafter be loaned or advanced by the Mortgagee to the Mortgagors; provided, however, that the making of any such further loans and advances shall be optional with the Mortgagee and in no event further loans and advances, together with the principal amount of the above-described promissory note, exceed the aggregate sum of TEN THOUSAND (\$10,000.00) Dollars.

All such advances shall be completed and matured prior to

November 1st, 1939.

This mortgage also secures payment of any and all of the notes above described, or of the indebtedness represented by the same, and of any other indebtedness at any time secured by this mortgage, whether, represented by notes, drafts, open account, or otherwise, and all the interest on all of the same, all of which extensions or renewals shall be optional with the Mortgagee, but at the Mortgagee's option may be made by new notes or otherwise, and at, before or after maturity, and for all of which this mortgage shall stand as a continuing security until paid.

AND THESE PRESENTS shall be void if payment be made according to the tenor and effect thereof, or if the same be satisfied by any sale or disposition of this property for that purpose by the holder of this mortgage.

Said Mortgagors covenant that they will properly care for, preserve and protect said property while the same is in their possession, and will not sell or dispose of the same or any part thereof without the consent of the holder hereof, or remove or suffer to be removed any part hereof from said Eureka County, State of Nevada, and will not allow the same or any part thereof to be taken from their possession by legal process or otherwise, except by the holder hereof, to whom the said Mortgagors will deliver the whole of said property upon demand. That the said Mortgagors will at all times until the mortgage debt is paid, own and maintain subject to the lien of this mortgage, the same number of live stock of the same kind as described herein and made subject to the lien herein.

IT IS FURTHER UNDERSTOOD AND AGREED that the proceeds of any sale or disposition of said property shall be applied;.

FIRST: To the repayment of all such payments and advances as are hereinbefore mentioned.

SECOND: To the payment of the attorney's fees in said note provided,

the costs and expenses of sale, and costs of suit, if any.

THIRD: To the payment of the principal and interest of said indebtedness.

FOURTH: The overplus if any there be, shall be paid to the Mortgagors or their order, upon demand. It is expressly agreed that if the moneys received from any sale or disposition of said property shall be insufficient to pay all expenses, advances, outlays, principal, interest, attorney's fees and costs, then said Mortgagors shall only receive credit upon said note for the amount applicable to the payment thereof, and the holder thereof may thereafter proceed as though only partial payment had been made thereon, and have judgment for any deficiency.

The Mortgagors do hereby agree that they will, upon demand for possession of said property or any part thereof under any of the provisions hereof, deliver and surrender possession thereof to the Mortgagee and that they will hold the Mortgagee free and harmless from any damage of any nature whatsoever which may be sustained by the said Mortgagors, by reason of the Mortgagee taking possession of the mortgaged property under any of the terms or conditions of this mortgage.

Every Covenant, stipulation and agreement herein contained shall bind and inure to the benefit of the said Mortgagors and the Mortgagee and their respective heirs, executors, administrators, successors and assigns.

This mortgage is intended to secure and does secure the performance of the terms and conditions of said mortgage and all of the following covenants adopted by reference.

The Following Covenants: Covenant No. 1; Covenant No. 2, 20%; Covenant No. 3, 8%; Covenant No. 4; Covenant No. 5; Covenant No. 6; Covenant No. 8; Covenant No. 9; Covenant No. 10; Covenant No. 11; Covenant No. 12; Covenant No. 13; Covenant No. 14; and Covenant No. 15 of an Act entitled "An Act relating to mortgages on

On this 25TH day of September A. D. one thousand nine hundred and 37
personally appeared before me, Harold B. Bath, a notary public in and for the County of White Pine,
Isadore Sara, Jr. and Peter Sara

known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me
that he 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 Ely,
in the County of White Pine, State of Nevada, the day and year in this certificate first above written.

My Commission Expires RENEWED
July 18, 1941.

Harold B. Bath
Notary Public in and for the County of White Pine, State of Nevada

real and personal property, and to provide that certain agreements, covenants, obligations, rights, and remedies thereunder may be adopted by reference." And approved March 23, 1927, being sections 4330-4336, Nevada Compiled Laws 1929, are hereby adopted and made a part of this Chattel Mortgage.

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

Isadore Sara Sr
Isadore Sara Jr
Peter Sara

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STATE OF NEVADA)
COUNTY OF CLARK) ss
COUNTY OF ~~WHITE PINE~~)

ON THIS 24 day of September, 1937, before me, a Notary Public, in and for said County and State, personally appeared ~~ISADORE SARA, Sr., ISADORE SARA, Jr., and PETER SARA, known to be to~~ *known to me to* be the persons described in and who executed the foregoing mortgage and who duly acknowledged to me that ~~they and each of them and not one for the other,~~ 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 the day and year in this Certificate first above written.

Notary Public, *W. H. Reynolds*
in and for said County and State.

My Commission Expires,
7/28/38

STATE OF NEVADA,
COUNTY OF WHITE PINE } ss.

On this 25TH day of September A. D. one thousand nine hundred and 37
personally appeared before me, Horace B. Burt, a notary public in and for the County of White Pine,
Isidore Sara, Jr. and Peter Sara

known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me
that he 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 Ely,
in the County of White Pine, State of Nevada, the day and year in this certificate first above written.

My Commission Expires XXXXXX
July 18, 1941.

Horace B. Burt
Notary Public in and for the County of White Pine, State of Nevada

STATE OF NEVADA)
) :ss
COUNTY OF WHITE PINE)

ISADORE SARA, Sr., ISADORE SARA, Jr., and PETER SARA,
being first duly sworn, according to law upon oath, deposes and says;
that they are the Mortgagors named in the foregoing Chattel Mortgage;
that the aforesaid Chattel Mortgage is made in good faith and with-
out any design to hinder, defraud or delay creditors.

Isadore Sara Sr.
Isadore Sara Jr.
Peter Sara

SUBSCRIBED AND SWORN TO before me this _____ day of September, 1937.
Notary Public, W. H. Reynolds in and for said County
and State.

My Commission Expires,)
7/28/38 }

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STATE OF NEVADA)
) :ss
COUNTY OF WHITE PINE)

JAY E. BRINTON, being first duly sworn, according to law,
upon oath, deposes and says; that he is the Vice-president and
Cashier of the Mortgagee Corporation that executed the foregoing
mortgage and that as such officer he makes this affidavit on behalf
of said Corporation; that the aforesaid Mortgage is made in good
faith and without any design to hinder, delay, or defraud creditors.

J. E. Brinton

SUBSCRIBED AND SWORN TO before me this 25th day of September, 1937.

Notary Public, James B. Baird in and for said County and
State.

My Commission Expires,)
July 18-1941 }

File No. 22227

Filed at, request of
J. E. Brinton

Sept. 30, 1937 at 10:50 AM

Peter Marshall
Recorder

COPY