

# CHATTEL MORTGAGE

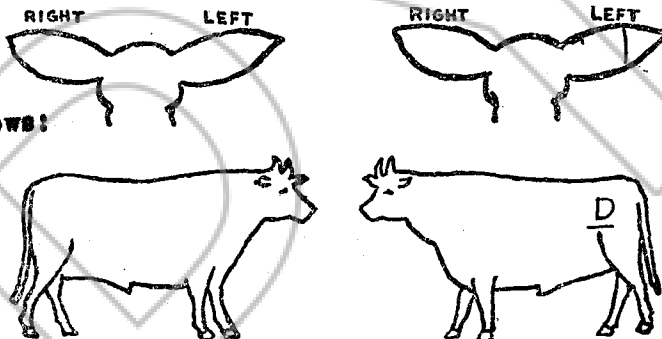
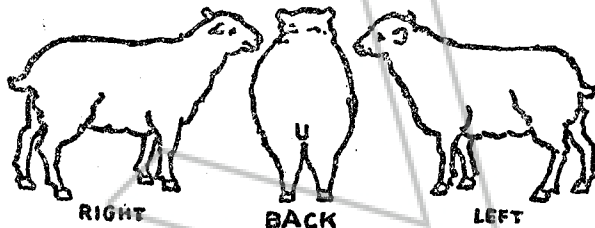
A. C. Florio and Angel Florio, his wife, residing at Duckwater  
county of Nye, State of Nevada, Mortgagor (the word "Mortgagor" and the language  
of this instrument shall, when there is more than one mortgagor, be construed as plural and binding equally on all mortgagors), for and  
in consideration of Sixty Thousand Ninety Three and 39/100 (\$60,093.39) 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 Nye and Eureka, 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 D

One Thousand Six Hundred (1,600) head of  
Hereford-Durham cattle, more particularly  
described and classified as follows:

- 15 steers - age one year
- 235 heifers - age one year
- 180 heifers - age two years
- 562 cows - ages three to eight years
- 100 cows - ages over eight years
- 385 calves
- 35 bulls
- 88 unclassified.



ALSO: Seventy-six (76) head of horses, more  
particularly described and classified as follows:

- 21 saddle horses, ages 3 to 12 yrs.
- 24 work horses, ages 3 to 15 yrs.
- 12 brood mares
- 18 colts
- 1 stallion, age 14 yrs.

TOGETHER with 1-1937 Dodge sedan

1 Ford pick-up truck, 1 McCormick binder, 2 cultivators, 1 Deere disc, 3 Fairbanks  
Morse gas engines, 20 sets harness (leather and chain), 3 spike tooth harrows, 8 Mc-  
Cormick hay rakes, 4 home made hay stackers, 8 McCormick hay sweeps, 12 McCormick  
mowers, 2 Deere gang plows, 2 Deere sulkies, 4 saddles, 1 DeLaval separator, 12 wagons,  
6 pack outfits, 1 power saw, 1 set stock scales, 1 branding chute, 8 well equipped  
wells and springs, blacksmith tools.

ALSO: 1200 tons of hay, 5 tons of grain, 20 tons of potatoes, together with all feed  
on hand or hereafter acquired during the life of this mortgage or any extension or re-  
newal thereof.

The above described cattle are branded thus: D left hip, and are earmarked with crop  
left ear, right ear full, and the horses are branded thus: D left stifle, all being  
recorded brands and marks. Together with the brands and marks and the sole and exclu-  
sive right to their use and transfer, said brands and marks having been recorded in the  
office of the State Board of Stock Commissioners, Reno, Nevada.

During the life of this mortgage the said livestock will retain the above described  
brands and marks and all increase therefrom will be branded and marked in like manner.  
This mortgage includes all increase from said livestock during the life of this mortgage  
or any extension or renewal thereof.

(SEE RIDER ATTACHED AND MADE A PART HEREOF)

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, pasture, 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 indebtedness 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:

Nye, Eureka and White Pine 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 1938,  
1939, 1940 and each year thereafter until this loan is paid in full.

upon the following-described real estate situated in Nye County, State of Nevada, to wit:

2080 acres farm and pasture land owned by Mortgagors and situate in Nye County, Nevada.  
The foregoing is qualified to include only the following crops: hay, grain & pasture.

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.

This mortgage is given as additional and supplemental security and is not intended to supersede or displace that certain real and chattel mortgage, executed by A. C. Florio and Aimee Florio, to the Mortgagee herein, dated Jan. 12, 1933; and that certain real estate mortgage, executed by A. C. Florio, to the Mortgagee herein, dated March 24, 1934; and that certain real estate mortgage, executed by A. C. Florio and Angel Florio, to the Mortgagee herein, dated June 12, 1937; and those certain chattel mortgages, executed by A. C. Florio, to the Mortgagee herein, dated March 24, 1934, July 15, 1935, and January 28, 1936; and that certain chattel mortgage, executed by A. C. Florio and Angel Florio, to the Mortgagee herein, dated June 12, 1937.

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

\$ 89,000.00 SALT LAKE CITY, UTAH, March 24, 1934  
November 1, 1934 after date, 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 Salt Lake, State of Utah,  
Eighty nine thousand and no/100 - - - - - dollars,

with interest at the rate of 6 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, 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 nonpayment thereof.

A. C. FLORIO  
(A. C. Florio)

(If more than one note, describe other notes in following space.)

Dated	Due	Amount
7/26/37	On Demand or 10/31/37	\$ 1,425.00
8/20/37	On Demand or 10/ 1/37	1,750.00
10/21/37	On Demand or 10/31/37	500.00
11/ 5/37	On Demand	510.00
11/13/37	On Demand	446.60
11/30/37	On Demand	910.00

All notes with interest at rate  
of 6 1/2 per annum, payable at  
maturity, signed by  
A. C. FLORIO

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, preserving and marketing the mortgaged property, or any part thereof. This mortgage also secures payment for such further sums, and the promissory notes evidencing same, together with interest as shall be provided for therein, as may hereafter be loaned or advanced by the Mortgagee to the Mortgagor, *Provided, however*, That the making of any such further loans and advances shall be optional with the Mortgagee and in no event shall such further loans and advances, together with the principal amount of the above-described promissory

note, exceed the aggregate sum of \$ 200,000.00

All such advances shall be completed and matured prior to January 26, 1941, 193

This mortgage also secures payment of any and all extensions or renewals 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.

All of which sums the Mortgagor agrees to repay, on demand when not otherwise agreed, and if the said Mortgagor shall well and truly pay each and all of the sums or indebtedness herein specified, in accordance with the terms hereof, then these presents and everything herein contained shall be void, anything herein contained to the contrary notwithstanding; otherwise to remain in full force and virtue.

The Mortgagor does hereby further covenant and agree to and with the said Mortgagee that he will well and carefully tend, take care of, and protect the said crops while growing and until fit for harvest, and then faithfully and without delay, harvest, thresh, clean, sack, store, and otherwise care for all of such crops except hay, and will properly stack the hay, and deliver all of such crops into the possession of the said Mortgagee, to be by said Mortgagee held and disposed of for the payment of the indebtedness hereby secured, and that if default be made by the said Mortgagor in the performance of any or either of the above acts, or any other covenant or agreement hereof to be done by the Mortgagor, then the Mortgagee may enter the said premises and take all necessary measures for the protection of such crops and may take and retain possession thereof and harvest, store, or otherwise care for, thresh, and sack the same, and stack such hay, and all expenses incurred by the Mortgagee in so doing, and any other expenses necessary in the keeping and caring for said crops, including hauling, storing, and delivering the same, shall be repaid to the Mortgagee by the Mortgagor and shall be secured hereby and shall be payable on demand, together with interest at the rate of 10 percent per annum thereon, out of the moneys realized from the sale of said crop or crops.

It is further understood and agreed that the Mortgagee may at all times enter upon the premises above described, or other premises where any of said property may be, to view the crops, chattels, or other property hereby mortgaged, and take any measures necessary for the protection of said crop or crops or said chattels or other property, and that upon the harvesting of said crops the Mortgagee shall be entitled to the immediate possession thereof and may haul and store the same at the expense of the Mortgagor, and such expense shall be secured hereby, together with interest thereon at the rate of 10 percent per annum, and the Mortgagor does, for the purpose aforesaid, make, constitute, and appoint the Mortgagee his true and lawful attorney, with full power to enter upon said premises and take possession of said crop or crops, and all other chattels hereby mortgaged, and take care of, protect, harvest, thresh, clean, sack, or stack, or store the same in case of any default by the Mortgagor in any of the covenants or agreements hereof. The Mortgagee may, at its option, feed any of the mortgaged crops to any of the mortgaged livestock.

It is covenanted and agreed by the Mortgagor that the Mortgagor is the sole and lawful owner of the property herein described, and has, and is entitled to, the exclusive possession thereof; that the same is free of all encumbrance, and the Mortgagor has full power and authority to convey and mortgage the same, and that the Mortgagor will warrant and defend the same against the lawful claims and demands of all persons whatsoever; that the said Mortgagor will not sell or dispose of any of the property mortgaged herein, nor attempt to do so, nor part with possession of any of the same except to the Mortgagee, that said Mortgagee will properly, and in a good and husbandlike manner, feed, care for, and maintain all livestock subject hereto, in first-class order and condition at his own expense, and will provide proper and sufficient feed and protection for such livestock for the winter season in due time each fall, in accordance with the practice and custom of the country where the same is situate, and also adequate and sufficient range and pasturage during the grazing season; will, before maturity pay off and discharge all taxes, liens, or other charges or encumbrances of every kind, however incurred, on said property, and in default thereof the same may, at Mortgagee's option, be paid by the Mortgagee and the amount so paid added to the indebtedness secured hereby, but no such payment shall be a waiver of the Mortgagor's default therein; further, that the marks or brands on said property shall not be altered or mutilated in any respect, and that all increase, accretions, and other livestock that shall at any time become subject to the lien hereof shall be forthwith branded and marked with the same brands and marks above described.

If default be made in the payment of any sums, moneys, or indebtedness now or hereafter secured hereby, or any part thereof, or the interest thereon; or if the Mortgagor default in or fail to comply with or perform any of the covenants, conditions, or agreements herein mentioned or contained; or in case any representation herein made by the Mortgagor prove false in any respect, or in case of the actual or impending bankruptcy or of the insolvency of the Mortgagor, or, in case of material depreciation in the value of the property subject to the lien hereof; or if, for any cause, the security afforded hereby shall become inadequate, or if, at any time, the Mortgagee shall deem itself or himself insecure, for any reason (the Mortgagee to be the sole judge thereof), with respect to the payment of the sums secured hereby, or if any of the property subject to the lien hereof is attached, levied upon, or for any reason taken possession of or detained by any person other than the Mortgagor; then and in any of the events aforesaid, the Mortgagee shall have the right and power, and is hereby authorized at its or his option, personally, or by agent, to enter upon the property of the Mortgagor, or any other place or places where the property covered hereby, or any part thereof, is situate, and take possession of and remove the same or any part thereof, with or without legal process, and, in addition thereto, in all or any of the events aforesaid, whether possession of said property or any part thereof be or be not taken by the Mortgagee, the whole of the indebtedness hereby secured shall, at the option of the Mortgagee, become immediately due and payable without notice, although the time expressed therefor shall not have arrived; and the said Mortgagee shall, in any of the events aforesaid, have the right to proceed to foreclose this mortgage by suit or action, or by notice and sale, as provided by law or in any other lawful manner; in any of which foreclosure proceedings the mortgaged property may, at the option of the Mortgagee, be sold as a single parcel and as a whole, or in such order and such parcels less than the whole, as the Mortgagee may elect; and in event of foreclosure by notice and sale, or by suit or action, the Mortgagee may retain from the proceeds of the sale, in addition to all other proper costs, charges, and expenses, a reasonable attorney's fee, all of which shall constitute a lien on the property mortgaged. In case the proceeds from any foreclosure sale, judicial or otherwise, fail to satisfy this mortgage, costs, and expenses, including a reasonable attorney's fee and all costs and expenses incurred in taking and retaining possession of said property and in caring for the same pending sale, then said Mortgagor agrees to pay any deficiency. Said Mortgagee may become a purchaser the same as any other person at any foreclosure sale hereunder, free from any right of redemption whatsoever.

It is further agreed that if suit be instituted for foreclosure hereof, a receiver may be appointed without notice to take possession of the property subject hereto pending said action, and any sale decreed therein, but until such time as possession is taken by the Mortgagee or by such receiver under the terms and conditions hereof, said Mortgagor may remain in the possession of all said property.

Provided further, That all remedies herein specified shall be considered as optional with the Mortgagee, and cumulative, and not as a waiver of any other right or remedy which would otherwise exist in law or equity for the enforcement of this mortgage, or the collection of the indebtedness secured hereby.

Neither the acceptance nor existence, now or hereafter, of other security for the indebtedness secured hereby, nor the release thereof, shall operate as a waiver of the security of this mortgage, nor shall this mortgage nor its release operate as a waiver of any such other security now held or hereafter acquired.

The word "Mortgagor" and the language of this instrument shall, where there is more than one Mortgagor, be construed as plural, and be binding equally on all Mortgagors; and the word "Mortgagee" shall be construed as including any lawful holder thereof; and both the words "Mortgagor" and "Mortgagee" shall be construed as including the heirs, executors, administrators, successors and assigns of each, as the case may be.

Dated this 26th day of January, 1936  
Signed in the presence of—

Freda Hartman

A. C. Florio

Freda Hartman

(A. C. Florio)

Angel Florio  
(Angel Florio)

[SEAL]

[SEAL]

[SEAL]

[SEAL]

[SEAL]

[SEAL]

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 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 1/2 %; Four; Five; Six; Seven (\$.....); 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. 193 , 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 \_\_\_\_\_

NEVADA, (ACKNOWLEDGMENT—INDIVIDUAL)  
STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

On this 2nd day of February, A. D. 1938, personally appeared before me  
A. C. Florio, a notary public in and for White Pine County,  
A. C. Florio and Angel Florio, his wife

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 the County of White Pine, the day and year hereinabove first written.

My commission expires Sept. 15, 1939. Notary Public in and for the County of White Pine, State of Nevada, Residing at East Fly, Nev.

(AFFIDAVIT—INDIVIDUAL)  
STATE OF NEVADA, }  
COUNTY OF White Pine. } ss.  
A. C. Florio and Angel Florio, his wife

being first duly sworn, deposes and says: that they (are) the mortgagors 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.

A. C. Florio  
(A. C. Florio)  
Angel Florio  
(Angel Florio)

Subscribed and sworn to before me this 2nd day of February, 1938.  
My commission expires Sept. 15, 1939. Notary Public in and for the County of White Pine, State of Nevada, Residing at East Fly, Nev.

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss:

\_\_\_\_\_, being first duly sworn,  
deposes and says that they are members of the copartnership \_\_\_\_\_  
the Mortgagor described in and which 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.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 193  
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 and 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 Mortgagor.

Subscribed and sworn to before me this 26th day of January, 1938.  
My commission expires: May 1, 1938. Notary Public.  
Residing at Salt Lake City, Utah

UTAH—PARTNERSHIP ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ } ss:  
COUNTY OF \_\_\_\_\_ }  
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 \_\_\_\_\_ } ss:  
COUNTY OF \_\_\_\_\_ }  
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 \_\_\_\_\_ } ss:  
COUNTY OF \_\_\_\_\_ }  
\_\_\_\_\_, 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 \_\_\_\_\_

The within chattel mortgage was filed for record in my office as a chattel mortgage on the 8<sup>th</sup> day of Feb., 1938, filing no. 22362 at 46 minutes past 3 o'clock P. M.

[SEAL] Peter M. [Signature] County Recorder.

State of \_\_\_\_\_ County \_\_\_\_\_

U. S. GOVERNMENT PRINTING OFFICE: 1934 16-1814

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

STATE OF \_\_\_\_\_ } ss:  
COUNTY OF \_\_\_\_\_ }

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

M. and received filing number \_\_\_\_\_  
[SEAL] Recorder.  
Deputy: