

THIS MORTGAGE, made the 9th day of February

1938, between PETE OLABARRIA, also known as PEDRO OLABARRIA and SIMONA OLABARRIA, his wife, of the City of Elko, County of Elko, State of Nevada,

the party of the first part, mortgagor, and

HENDERSON BANKING COMPANY MORTGAGE CORPORATION,

a corporation

organized and existing under the laws of the State of Nevada,

the party of the second part, mortgagee; it being understood that any gender includes all other genders, the singular number includes the plural and the plural the singular.

WITNESSETH:

THAT WHEREAS, the said mortgagor is justly indebted to the said mortgagee in the sum of TWENTY-EIGHT THOUSAND SIX HUNDRED EIGHTY-TWO and 63/100 Dollars,

lawful money of the United States of America, evidenced by two promissory note, bearing even date with these presents, one of said note, being for the principal sum of TWENTY-SEVEN THOUSAND NINE HUNDRED FOURTEEN and 25/100 Dollars,

payable on demand after date,

without grace, to HENDERSON BANKING COMPANY MORTGAGE CORPORATION, or order, at its office in Elko, Nevada, in lawful money of the United States,

with interest thereon at the rate of eight per cent. per annum from date until paid;

interest payable on demand, also after judgment. Said note further provides that, in the event of the non-payment of the same at maturity, or its collection by suit, that the maker or makers agree to pay all expenses that may be incurred thereby, including a reasonable attorneys fee, and to that end the maker binds himself, his heirs, executors, administrators, successors and assigns forever; also that for purpose of attachment or levy of execution, that the note shall be payable wherever the maker may be situated at the option of the holder.

All endorsers, sureties, guarantors and assignors, by the terms of said note, severally waive presentation for payment, protest and notice of protest for non-payment of said note, and all defenses on the ground of any extension of time of its payment that may be given by the holder or holders to them or either of them, or to the maker or makers thereof.

The other of said notes being similar in form to the above described note, save and except that said note is in the principal sum of SEVEN HUNDRED SIXTY-EIGHT (\$768.38) and 38/100 DOLLARS. This mortgage being a renewal of Real & Chattel Mortgage from Mortgagors herein to Henderson Banking Company dated March 18, 1932, recorded in Book 2 Real & Chattel Mortgages, page 471, and Chattel Mortgage of June 1, 1934, to Mortgagee herein filed under #57490, and Chattel Mortgage of August 27, 1934 to Mortgagee herein filed under #58464; and Chattel Mortgage of May 11th, 1937 to Mortgagee herein filed under #64291, in the office of the Recorder of Elko County, Nevada.

NOW, THIS MORTGAGE WITNESSETH:

That the said mortgagor for and in consideration of the premises, and the sum of One (\$1.00) Dollar to him in hand paid by the said mortgagee, the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed, confirmed and set over and does by these presents grant, bargain, sell, convey, confirm and set over unto the said mortgagee, its successors and assigns forever:

1. All those certain premises situate, lying and being in the Elko County of Nevada, State of

and bounded and particularly described as follows, to-wit:

THIS SPACE FOR DESCRIPTION OF NOTES WHERE MORE THAN ONE SECURED. RULE OUT IF NOT USED.

IF REAL ESTATE NOT INCLUDED RULE OUT

IN TOWNSHIP 46 NORTH, RANGE 56 EAST, M. D. B. & M.,

- Section 1: $N\frac{1}{2}$ of $SW\frac{1}{4}$ of $SW\frac{1}{4}$ of $SE\frac{1}{4}$; $S\frac{1}{2}$ of $S\frac{1}{2}$ of $S\frac{1}{2}$ of $SE\frac{1}{4}$;
 Section 11: $N\frac{1}{2}$ of $S\frac{1}{2}$ of $S\frac{1}{2}$ of $NW\frac{1}{4}$; $S\frac{1}{2}$ of $N\frac{1}{2}$ of $S\frac{1}{2}$ of $NW\frac{1}{4}$;
 $NE\frac{1}{4}$ of $NW\frac{1}{4}$ of $SW\frac{1}{4}$ of $NW\frac{1}{4}$; $NW\frac{1}{4}$ of $NE\frac{1}{4}$ of $SW\frac{1}{4}$ of $NW\frac{1}{4}$;
 $N\frac{1}{2}$ of $SW\frac{1}{4}$ of $SW\frac{1}{4}$ of $NE\frac{1}{4}$; $S\frac{1}{2}$ of $NW\frac{1}{4}$ of $SW\frac{1}{4}$ of $NE\frac{1}{4}$;
 $NE\frac{1}{4}$ of $SW\frac{1}{4}$ of $NE\frac{1}{4}$; $N\frac{1}{2}$ of $SE\frac{1}{4}$ of $NE\frac{1}{4}$;
 $S\frac{1}{2}$ of $SE\frac{1}{4}$ of $NE\frac{1}{4}$ of $NE\frac{1}{4}$; $NE\frac{1}{4}$ of $SE\frac{1}{4}$ of $NE\frac{1}{4}$ of $NE\frac{1}{4}$;
 Section 12: $N\frac{1}{2}$ of $N\frac{1}{2}$ of $N\frac{1}{2}$ of $NE\frac{1}{4}$; $SW\frac{1}{4}$ of $NW\frac{1}{4}$ of $NW\frac{1}{4}$ of $NE\frac{1}{4}$;
 $NE\frac{1}{4}$ of $NE\frac{1}{4}$ of $NW\frac{1}{4}$; $NW\frac{1}{4}$ of $SE\frac{1}{4}$ of $NE\frac{1}{4}$ of $NW\frac{1}{4}$;
 $S\frac{1}{2}$ of $NW\frac{1}{4}$ of $NE\frac{1}{4}$ of $NW\frac{1}{4}$; $N\frac{1}{2}$ of $SW\frac{1}{4}$ of $NE\frac{1}{4}$ of $NW\frac{1}{4}$;
 $SW\frac{1}{4}$ of $SW\frac{1}{4}$ of $NE\frac{1}{4}$ of $NW\frac{1}{4}$; $SE\frac{1}{4}$ of $NE\frac{1}{4}$ of $NW\frac{1}{4}$ of $NW\frac{1}{4}$;
 $S\frac{1}{2}$ of $NW\frac{1}{4}$ of $NW\frac{1}{4}$; $N\frac{1}{2}$ of $NW\frac{1}{4}$ of $SW\frac{1}{4}$ of $NW\frac{1}{4}$;
 $NW\frac{1}{4}$ of $NE\frac{1}{4}$ of $SW\frac{1}{4}$ of $NW\frac{1}{4}$;
 $SW\frac{1}{4}$ of $NW\frac{1}{4}$ of $SW\frac{1}{4}$ of $NW\frac{1}{4}$;

IN TOWNSHIP 39 NORTH, RANGE 54 EAST, M. D. B. & M.,

- Section 9: $SW\frac{1}{4}$ of $SW\frac{1}{4}$;
 Section 15: $W\frac{1}{2}$ of $SW\frac{1}{4}$;
 Section 16: $NE\frac{1}{4}$ of $SE\frac{1}{4}$; $SE\frac{1}{4}$ of $SE\frac{1}{4}$; $SW\frac{1}{4}$ of $SW\frac{1}{4}$; $NE\frac{1}{4}$;
 Section 17: $N\frac{1}{2}$ of $SE\frac{1}{4}$; $S\frac{1}{2}$ of $SW\frac{1}{4}$; $SW\frac{1}{4}$ of $NW\frac{1}{4}$;
 Section 18: $SE\frac{1}{4}$ of $NE\frac{1}{4}$; $NE\frac{1}{4}$ of $SE\frac{1}{4}$; $SW\frac{1}{4}$ of $SW\frac{1}{4}$;
 Section 19: $NE\frac{1}{4}$ of $NW\frac{1}{4}$; $NW\frac{1}{4}$ of $NE\frac{1}{4}$; $SE\frac{1}{4}$ of $NE\frac{1}{4}$; $S\frac{1}{2}$ of $SW\frac{1}{4}$;
 Section 20: $S\frac{1}{2}$ of $N\frac{1}{2}$;
 Section 22: $NW\frac{1}{4}$ of $NE\frac{1}{4}$; $E\frac{1}{2}$ of $NE\frac{1}{4}$; $NE\frac{1}{4}$ of $SE\frac{1}{4}$;
 Section 23: $S\frac{1}{2}$ of $SW\frac{1}{4}$; $NW\frac{1}{4}$ of $SW\frac{1}{4}$;
 Section 26: $W\frac{1}{2}$ of $SW\frac{1}{4}$;
 Section 27: $N\frac{1}{2}$ of $SE\frac{1}{4}$; $NE\frac{1}{4}$ of $SW\frac{1}{4}$;
 Section 29: $SW\frac{1}{4}$ of $NE\frac{1}{4}$;
 Section 30: $SE\frac{1}{4}$ of $NE\frac{1}{4}$; $NW\frac{1}{4}$ of $NE\frac{1}{4}$; $N\frac{1}{2}$ of $NW\frac{1}{4}$;

IN TOWNSHIP 39 NORTH, RANGE 53 EAST, M. D. B. & M.,

- Section 10: $NE\frac{1}{4}$ of $SE\frac{1}{4}$;
 Section 11: $W\frac{1}{2}$ of $NW\frac{1}{4}$; $N\frac{1}{2}$ of $SW\frac{1}{4}$; $SW\frac{1}{4}$ of $SE\frac{1}{4}$;
 Section 13: $S\frac{1}{2}$ of $SW\frac{1}{4}$;
 Section 14: $W\frac{1}{2}$ of $NE\frac{1}{4}$; $SE\frac{1}{4}$; $SE\frac{1}{4}$ of $SW\frac{1}{4}$;
 Section 22: $NW\frac{1}{4}$ of $NE\frac{1}{4}$; $SE\frac{1}{4}$ of $NE\frac{1}{4}$;
 Section 23: $E\frac{1}{2}$ of $NW\frac{1}{4}$; $NE\frac{1}{4}$; $SE\frac{1}{4}$ of $SW\frac{1}{4}$;
 Section 24: $NW\frac{1}{4}$; $S\frac{1}{2}$ of $NE\frac{1}{4}$; $N\frac{1}{2}$ of $S\frac{1}{2}$;
 Section 25: $NW\frac{1}{4}$ of $NW\frac{1}{4}$; $NW\frac{1}{4}$ of $SE\frac{1}{4}$; $N\frac{1}{2}$ of $SW\frac{1}{4}$;
 Section 26: $NE\frac{1}{4}$ of $SE\frac{1}{4}$;

TOGETHER with all water, water rights, water applications and water permits, or privileges, connected with, belonging, appurtenant or incident to the lands hereby conveyed, or used in connection with all or any part of the above-described premises, or used or usable in connection therewith, and all dams, reservoirs and ditches, canals or other works for storage or carrying of water now owned by the mortgagor, or in which he now has or may hereafter acquire any interest, and all applications now pending in the office of the State Engineer of the State of Nevada, for any and all waters to be used upon any part or portion of the above-described lands, or used in connection therewith; also all water rights of every kind, nature and description owned by the mortgagor or in which he has an interest including all stockwatering rights, privileges and permits.

TOGETHER with all range, ranges and range right permits now and heretofore used, claimed and enjoyed by the mortgagor in connection with the hereinabove described lands and all other range rights of every kind, nature and description owned by the mortgagor or in which he has any interest.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

2. Those certain chattels now situated and being in the Counties of Elko, White Pine, Eureka and Nye, State of Nevada,

and more particularly described as follows, to-wit:

1989 head of Sheep, more or less, branded OP thus: OP including ewes, lambs and bucks.

36 head of stock Cattle, more or less, branded thus: ♀ a portion of said cattle being branded thus: ♂ which from Mortgagors do not own.

16 head of horses and mules branded thus: ♀ on the left thigh. Together with all burros, camp wagons, equipment of every name, nature, kind and description.

The above description is meant to and is hereby made to include all real and personal property, including sheep, cattle, horses, farm implements, tools, machinery, camp wagons and camp equipment and burros owned by said Mortgagors within the State of Nevada, and used with the livestock business, whether the same are correctly described herein or not or at all, notwithstanding the foregoing specific description.

TOGETHER with any and all brands and branding irons and earmarks now owned or used by the said mortgagor; also all farm machinery, tools, goods, wares and merchandise on the real property belonging to said mortgagor in the

Count Y of Elko, State of Nevada

; also any and all other livestock of any kind or nature, and wherever branded, which the mortgagor now owns or may hereafter acquire; also all the increase, additions and substitutes to said above mentioned livestock; also, all hay and pasture and other crops of every kind and description, harvested, or which may be grown or harvested upon any real property belonging to the said mortgagor in the County of Elko, State of Nevada

during the years 1938 to 1939, both inclusive, and during the life of this mortgage, said crops to be subject to the lien of this mortgage as soon as the same are planted. The above description is meant to and hereby does include all the livestock owned by said parties of the first part whether the same are branded and marked as described herein and on the places stated herein, or not, or whether the same are branded at all.

The mortgagor covenants and agrees that all livestock subject at any time to the lien of this mortgage shall at all times during the existence hereof be kept and ranged in the Count ies of Elko and Nye, State of Nevada, and the Count ies of White Pine and Eureka, State of Nevada

, and not elsewhere, except upon express written permission given by the mortgagee, and the mortgagor expressly agrees that he will not allow such livestock, or any part thereof, to be taken from his possession whether by operation of law or otherwise, or to be removed from the counties hereinabove specified, except upon such express written permission of the mortgagee.

The mortgagor further agrees that he will at all times during the existence of this mortgage, mark and brand with care and diligence, all livestock at any time subject to the lien hereof with the regular registered brand and earmarks of the said mortgagor, namely ♀ ; ♂ ; OP ;

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.

This mortgage is given to secure, in addition to the principal obligation herein mentioned in the sum of \$28,682.63, together with accrued and accruing interest, such future advances as the Mortgagee may determine at its option to make under Covenants 3, 4 and 5 hereinafter mentioned, but not to exceed the sum of \$15,000.00; the maximum amount to be secured hereby as to principal and future advances being the sum of \$43,682.63.

COPY

Let
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for
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If during the subsistence of this mortgage there be commenced or pending any suit or action affecting any property which may at any time be subject to the lien hereof, or the title thereto, or the possession thereof, the said mortgagee may appear in said suit or action and retain counsel therein and defend the same, or otherwise take such action therein as it may be advised and may settle or compromise the same, or it may, at its option, pay and discharge any indebtedness now or hereafter existing against any property which may at any time be subject to the lien hereof, and in that behalf and for any of said purposes, may employ legal counsel and may pay and expend at the expense and on account of the mortgagor such sums of money as it shall deem necessary.

The mortgagor does hereby agree that he 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 he will hold the mortgagee free and harmless from any damage of any nature whatsoever which may be sustained by the said mortgagor 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 mortgagor and mortgagee and their respective heirs, executors, administrators, successors and assigns.

The following covenants: One; Two 10 %; Three 8 %; Four; Five; Six; Seven (\$); Eight; Nine; Ten; Eleven; Twelve; Thirteen; Fourteen; and Fifteen of an act entitled (Insurance)

"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, are hereby adopted and made a part of this mortgage; the said act being chapter 109 of the Statutes of the State of Nevada of the year 1927.

IN WITNESS WHEREOF, the mortgagor has executed these presents ^{in septuple} the day and year first above written.

Pedro Olabarria
Simona Olabarria

ACKNOWLEDGMENT WHEN MORTGAGOR IS AN INDIVIDUAL

STATE OF NEVADA,

County of Hiko

ss.

On this 5th day of March, A. D., one thousand nine hundred and thirty-eight, personally appeared before me, the undersigned,

a Notary Public in and for the County and State aforesaid, PETE OLABARRIA,
also known as PEDRO OLABARRIA and SIMONA OLABARRIA
his wife,

known to me to be the persons described in and who executed the within and foregoing instrument, each of whom acknowledged to me that he/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 said County and State the day and year in this certificate first above written.

Muel Plinkas
Notary Public.

ACKNOWLEDGMENT WHEN MORTGAGOR IS A CORPORATION

STATE OF NEVADA,

County of

ss.

On this day of , A. D., one thousand nine hundred and , personally appeared before me, the undersigned,

a Notary Public in and for the County and State aforesaid,

known to me to be the of the corporation that executed the foregoing instrument, and upon oath did depose and say that he/she is the officer of said corporation as above designated; that he/she is acquainted with the seal of said corporation, and that the seal affixed to said instrument is the Corporate Seal of said corporation; that the signatures to said instrument were made by the officers of said corporation as indicated after said signatures, and that the said corporation executed the said instrument 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 said County and State the day and year in this certificate first above written.

Notary Public.

STRIKE OUT
COVENANTS NOT
ADOPTED

RULE OUT FORM NOT USED

STATUTORY AFFIDAVIT WHEN MORTGAGOR IS AN INDIVIDUAL

STATE OF NEVADA,

County of Elko

ss.

PETE OLABARRIA, also known as PEDRO OLABARRIA, and SIMONA OLABARRIA, his wife,

being first duly sworn, according to law, each for himself/herself, deposes and says:

That he/she is one of the mortgagors named in the foregoing chattel mortgage; that the aforesaid chattel mortgage is made in good faith and without any design to hinder, delay or defraud creditors.

Pedro Olabarría
Simona Olabarría

Subscribed and sworn to before me, this 5th day of March, 1938.

Walter J. Shurtz

Notary Public

My Commission expires Sept 11 - 1939

STATUTORY AFFIDAVIT WHEN MORTGAGOR IS A CORPORATION

VERGAFEDENEHNI WHEN MORTGAGOR IS A CORPORATION

ss.

STATE OF NEVADA,

County of

being first duly sworn, according to law, upon oath, deposes and says:

That he is _____ of the mortgagor 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.

Subscribed and sworn to before me, this _____ day of _____, 19____.

Notary Public in and for the County

of _____, State of _____

(LIVESTOCK R. & C.)

Mortgage

TO

A. D. 19

Dated

Filed for Record at the request of

File No. 22381

Henderson Banking Co. Mortgage

March 7 A. D. 1938

at 30 Min. past 3 o'clock

P. M. and Recorded in Book

of _____ page _____

Records of Elko County

Peter Meriade

RECORDER.

DEPUTY RECORDER.

STATUTORY AFFIDAVIT OF MORTGAGEE

STATE OF NEVADA,

County of Elko

ss.

Hayden Henderson

being first duly sworn according to law, upon oath deposes and says:

That he is _____ of the mortgagee corporation named in the foregoing chattel mortgage, and that as such officer he makes this affidavit on behalf of said corporation; that the aforesaid chattel mortgage is made in good faith and without any design to hinder, delay or defraud creditors.

Treasurer & Manager

Hayden Henderson

Subscribed and sworn to before me, this 5th day of March, 1938.

Walter J. Shurtz

Notary Public

My Commission expires Sept 11 - 1939