

THIS CHATTEL MORTGAGE, made the 15th day of March, 1938,
between Martin Esain, and Fermin Espinal, doing business under the
name of Esain & Espinal,

of the _____, County of Eureka,
State of Nevada, the party of the first part, mortgagor,
and THE FIRST NATIONAL BANK, of Ely, Nevada, 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
Seven Thousand and no/100 Dollars,
lawful money of the United States of America, evidenced by one promissory note,
bearing even date with these presents, one said note being for the principal sum of
Seven Thousand and no/100 Dollars,
payable on or before May 15th, 1939 after date,
without grace, to The First National Bank of Ely, Nevada, or order, at its
banking office in Ely, Nevada, in lawful money of the United States,
with interest thereon at the rate of -6- per cent. per annum from date until paid;
interest payable quarterly, 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 presen-
tation 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.

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

NOW, THIS MORTGAGE WITNESSETH:

That the said mortgagor for and in consideration of the premises, and the sum of One Dollar
(\$1.00) 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, all of that
certain personal property and those certain chattels now situate and being in the _____

_____, County of Eureka,
State of Nevada, particularly described as follows, to-wit:

Six Thousand Seven Hundred head of Sheep, branded 10 and 22, and ear-
marked thus: R L R L

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 Eureka....., 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 wool grown upon or produced by any sheep which shall at any time be subject to the lien of this mortgage; 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 Count.y..... of.....
Eureka....., 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.

All sums secured by any of the terms of this mortgage are hereby declared to be a lien upon the property above described and the whole thereof, and this mortgage is intended to secure, and the mortgagor does hereby mortgage the above described property and the whole thereof to the said mortgagee for the purpose of securing:

FIRST: The performance of the promises and obligations of this mortgage and the payment of the indebtedness above described, with interest, as evidenced by the promissory note hereinabove set forth.

SECOND: The payment of a reasonable attorney's fee in case suit is started for the collection of said note, and the payment of all costs and expenses of such suit, whether said suit be prosecuted to judgment or not, and also all costs of any sale made hereunder without court proceedings, including in case of such sale, an attorney's fee equal to ten (10%) per cent. of the amount due at the date of such sale upon the principal and interest of the promissory note above set forth, which said attorney's fee is hereby agreed to be a reasonable fee.

THIRD: The payment in lawful money of the United States of all sums expended or advanced by the mortgagee for taxes or assessments levied or assessed against the property secured hereby, or for any other purpose provided for by the terms of this mortgage, together with interest upon any such sums from the date of payment by the mortgagee until repaid at the rate of eight (8%) per cent. per annum.

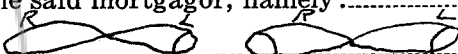
FOURTH: The payment in lawful money of the United States of any and all moneys other and in addition to those expressly mentioned herein, that is now, or may hereafter, become or be due or payable from said mortgagor, to the said mortgagee from any cause whatsoever.

FIFTH: This mortgage shall be security for any and all renewals of the mortgage debt or of the promissory note or notes evidencing the same, which may be executed and delivered by the mortgagor to the mortgagee, and any and all additional or future advances or loans which may be made by the mortgagee to the mortgagor.

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 Counties..... of Eureka, White Pine and Nye....., State of Nevada.....

~~and the Counties of....., State of.....~~
and not elsewhere, except upon express written permission given by the mortgagee, and the mortgagor expressly covenants and 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 covenants and 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 ear marks of the said mortgagor, namely:.....

10 and 22, and ear-marked as follows: 

The said mortgagor further covenants and agrees to keep all of said livestock in good condition and to care for, inspect and protect the same and to provide and maintain sufficient blooded, graded breeding stock to properly serve any female livestock at any time subject to the lien hereof, and in general to exercise such care in the rearing, branding, ranging and feeding of all livestock at any time subject to the lien hereof as is consistent and in accord with good business and with the customary manner of handling that kind of livestock which is subject to the lien hereof, to the end that the best results may be obtained from said business. Should said livestock, or any part thereof, in the opinion of the mortgagee, at any time require care, attention or protection other than that provided by the mortgagor, then the mortgagee may enter or cause entry to be made upon any property where said livestock or any part thereof may be found, and assume control, custody and possession of the same, and at the expense of the mortgagor, care for, protect and attend to the same in such manner as it may deem necessary.

The mortgagor hereby covenants, promises and agrees to pay and discharge, as soon as due, all taxes, licenses, assessments, liens or other encumbrances now subsisting or hereafter to be laid or imposed upon any property which may at any time be subject to the lien hereof, including taxes, if any are levied or assessed upon this mortgage, or upon the debt secured hereby, and hereby waives the right to treat the payment of such taxes or assessments as a payment on the debt hereby secured, or as being to any extent a discharge thereof. In case said taxes, licenses, assessments, liens or encumbrances so agreed to be paid, be not so paid, then the mortgagee, being hereby made the sole judge of the legality thereof, may, without notice to the mortgagor, pay such taxes, licenses, assessments, liens or encumbrances, or cause the same to be removed by suit or otherwise, all at the cost of the mortgagor.

It is further understood and agreed that the said mortgagee, its agents or attorneys, shall have the right at all reasonable times to inspect and examine any property which may at any time be subject to the lien hereof for the purpose of ascertaining whether or not the security hereby given is being lessened, diminished, depleted or impaired, and if such inspection or examination shall disclose in the judgment of the said mortgagee, that the security hereby given is being lessened, or impaired, such condition shall be deemed a breach of the covenants of this mortgage on the part of said mortgagor.

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 pay and expend at the expense and on account of the mortgagor such sums of money as it shall deem necessary.

These presents are upon the express condition that if all sums of money secured hereby to be paid, shall be paid, at the times and places and in the manner herein mentioned, then, and in that case,

these presents and the estate hereby mentioned shall cease, determine and be void, and the said mortgagor does hereby covenant, promise and agree to pay the said mortgagee, in lawful money of the United States, all sums secured hereby to be paid, as aforesaid, at the times and in the manner herein and in said promissory note specified, and if default shall be made in the payment of the principal or interest, or any part thereof, respectively, as provided in the promissory note hereinabove set forth, at the time in said note specified for the payment thereof, or if any breach be made in any obligation or promise of the mortgagor herein contained or hereby secured, then, and in any such case, the whole of said principal sum which shall then remain unpaid shall forthwith become payable although the time expressed in said note for the payment thereof shall not have arrived, and in the event of any such default of either principal or interest, or if any breach be made in any obligation or promise of the mortgagor herein contained or hereby secured, the mortgagee may at its option:

First: It may, without foreclosure and without any legal proceedings, and without any previous demand therefor, with the aid and assistance of any person or persons, enter upon the premises and the ranges above described, or such place or places as any of the property subject to the lien hereof is, or may be found, and take, lead, drive and carry away the said property or any part thereof and, with or without notice to the mortgagor, either at public or private sale, sell and dispose of the same, or so much thereof as may be necessary to pay the amount then due, for the best price it can obtain, and out of the money arising therefrom it shall retain and pay the sum then due and the interest thereon, as aforesaid, and all charges and expenses incurred in the gathering and sale of said property, or any part thereof, and any other charges and expenses incurred by the mortgagee hereunder, including a reasonable attorney's fee, and all other amounts secured by any of the terms of this mortgage, and any overplus shall be paid over to the mortgagor. Payment of such overplus to the mortgagor shall constitute full payment thereof.

The said mortgagor does hereby expressly authorize and empower the said mortgagee to sell said property and to execute such bills of sale or other conveyances necessary to convey to the purchaser, or purchasers thereof an absolute title thereto, to the same extent and in the same manner as the mortgagor himself might personally do, and the title so made by the said sale the said mortgagor does hereby agree to defend against all persons. It shall not be necessary for the purchaser or purchasers at any sale or sales purporting to be made under the powers hereby granted (provided the said sale or sales appear upon the face of the proceedings to be made in conformity with said powers) to inquire into or in any way be or become responsible for the actual existence of the contingency or contingencies upon which such sale or sales shall by the said mortgagee be asserted to be made, and the title of the purchaser or purchasers to the property so sold shall be good, sufficient, valid and unimpeachable, and to the aforesaid end, the mortgagor does hereby agree that the decision of the mortgagee as to the actual existence of any contingency or contingencies upon which said sale or sales, as aforesaid, is, or are predicated, shall be conclusive and binding upon said mortgagor.

Second: At the option of the mortgagee, suit may be immediately brought and a decree be had to sell the said property or any part thereof in the manner prescribed by law, and out of the money arising from such sale shall be paid the principal and interest upon said promissory note, together with the costs and charges of making such sale, including attorney's fees and all other amounts secured by any of the terms of this mortgage, and any overplus shall be paid over to the mortgagor. Payment of such overplus to the mortgagor shall constitute full payment thereof.

It is hereby further understood that in the event suit shall be instituted for the foreclosure of this mortgage, the said mortgagee may, at its option and without notice, apply for the appointment of a receiver for the purpose of taking possession of the property covered hereby, pending foreclosure, and with the approval of the court wherein such suit is instituted, such receiver as may be designated by the mortgagee shall be appointed. All costs in connection with the appointment of such receiver or in connection with the discharge of the duties of such receiver shall be taxed as costs in such suit.

It is further expressly covenanted and agreed that at any sale of any property at any time subject to the lien hereof under any of the terms hereof, said property may at the option of the mortgagee be sold in one lot or parcel or in such other lots or parcels as may be designated by the said mortgagee.

It is also expressly covenanted that the mortgagee may become the purchaser of said property, or any part thereof, at any sale made under any of the terms of this mortgage.

The mortgagor does hereby covenant and 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.

The mortgagor further expressly covenants and agrees for himself and his heirs, executors, administrators, successors and assigns, to repay to the mortgagee, its successors and assigns, upon demand, any and all sums which may be advanced by the mortgagee under any of the terms of this mortgage, together with interest thereon at the rate of eight (8%) per cent. per annum, from date of payment until repaid to mortgagee.

All of the covenants, terms, conditions, promises and obligations of the mortgagor herein set forth are hereby agreed to be the joint and several covenants, terms, conditions, promises and obligations of each of the parties hereto.

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.

IN WITNESS WHEREOF, the mortgagor has executed these presents the day and year first above written.

ESAIN & ESPINAL
Martin Esain
Fermin Espinal

RULE OUT FORMS NOT USED

STATE OF NEVADA,
County of Eureka.

ACKNOWLEDGMENT WHEN MORTGAGOR IS AN INDIVIDUAL
ss.

On this 18th day of March, A. D., one thousand nine

hundred and thirty-eight, personally appeared before me, the undersigned,
County Recorder & Auditor
~~Notary Public~~ in and for the County and State aforesaid,
Martin Esain and Fermin Espinal

....., 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.

Getes Meriardo
Notary Public
C. Recorder & Auditor

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.

STATE OF NEVADA,

County of Eureka.

STATUTORY AFFIDAVIT WHEN MORTGAGOR IS AN INDIVIDUAL
ss.

MARTIN ESAIN

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.

Martin Esain

Subscribed and sworn to before me, this 18th day of March, 19 38

Peter Merriald
C. Recorder & Auditor Notary Public.

My Commission expires.....

STATE OF NEVADA,

County of Eureka.

STATUTORY AFFIDAVIT WHEN MORTGAGOR IS A CORPORATION
ss.

JAY E. BRINTON

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

That he is Cashier 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 18th day of March, 19 38.

Notary Public in and for the County

of White Pine, State of Nevada.

STATE OF NEVADA,

County of White Pine.

STATUTORY AFFIDAVIT OF MORTGAGEE
ss.

JAY E. BRINTON

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

That he is Cashier 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.

J. E. Brinton

Subscribed and sworn to before me, this 25th day of March, 19 38

Thomas B. Burt
Notary Public.

My Commission expires July 18-1941.

File No. 22396
Filed at the request of
First National Bank of Chicago, Ill.

March 28-1938
at 10:20 A.M.

Peter Menaldo
Recorder

COPY