

#22607

(JOINT MORTGAGE)

Loans 17673 & A26497  
MK



# Crop and Chattel Mortgage


(Words used in this instrument in the singular number include the plural; in the plural, the singular.)

KNOW ALL MEN BY THESE PRESENTS: That EDGAR A. SADLER, also known as Edgar Sadler, and ETHEL SADLER, his wife, and REINHOLD SADLER and VERNA SADLER, his wife of Eureka, Nevada, occupation farming, hereinafter called the mortgagors, hereby mortgage to THE FEDERAL LAND BANK OF BERKELEY, a corporation, engaged in banking, having its principal place of business in the city of Oakland, California, and the LAND BANK COMMISSIONER acting pursuant to part 3 of the Act of Congress known as the Emergency Farm Mortgage Act of 1933, the following described having an office in the City of Oakland, California, all their interest in ~~the following described~~ personal property now located ~~located on the above described land or elsewhere in said County and State or to be hereafter sown or grown during the year~~ ~~and each year thereafter until the debt hereby secured is fully paid,~~ on the following described land in the County of Eureka, State of Nevada, to-wit:

As described in that certain Deed of Trust dated May 1, 1928 and recorded October 22, 1928 in Book F of Mortgages, page 400, records of Eureka County, State of Nevada; containing approximately 3120 acres, more or less.

Being the following described personal property now in the possession of the mortgagors on the above-described land or elsewhere in said County and State to-wit:

- |                                 |  |
|---------------------------------|--|
| 37 1-year old Hereford Steers ) | All branded  on right hip and/or  on left hip. |
| 50 1-year old " Heifers )       |  |
| 53 2-year old " Heifers )       |  |
| 340 cows (Hereford) )           |  |
| 12 cows ( " ) over 8 yrs. )     |  |
| 56 Hereford Calves )            |  |
| 11 " Bulls (Grade) )            |  |
| 74 " Weaner Heifers )           |  |
| 77 " " Steers )                 |  |
| <u>710</u> TOTAL                |  |

20 work horses ) Branded  right shoulder.  
8 saddle horses)

1000 tons stacked hay

Also the following described personal property now in the possession of the mortgagors on the above described land or elsewhere in said County and State, to-wit:

All right, title and interest in and to the range, range allotments, range rights, forest permits, forest allotments, forest privileges, feed pens, pens, feed troughs, water, water rights, watering places, water privileges, water locations, water tanks, reservoirs, tank-sites, wells, well casings, pumps, pumping machinery, boilers, wind-mills, buildings, fences, corrals, all farming machinery, camp equipment and other equipment, together with all additions thereto and replacements thereof.

There is further mortgaged unto the mortgagees, and as additional security for the indebtedness described in this mortgage, all and any increase of the above described livestock, also any and all chattels and personal property of like nature and description to the above described chattels and personal property which the said mortgagors may hereafter acquire during the life of this mortgage; also any revenue or rental which may be due or become due and owing to the mortgagors, or to either of them, from the sale of pasturage or the leasing of all or any portion of said land for pasture or for any purpose whatsoever.

This mortgage is given as additional security in connection with two certain Farm Loan Mortgages or Deeds of Trust of record in said County and State on all or a portion of the land hereinabove described, made or assumed by the mortgagors herein, ~~which said mortgages or deeds of trust are now subject to foreclosure because of certain defaults in connection therewith. This mortgage does specifically secure the payment of the following sums, which the mortgagor agrees to pay to the mortgagees at their office in Oakland, California, as follows, to-wit:~~

~~\$\_\_\_\_\_ payable \_\_\_\_\_ with interest at \_\_\_\_\_ % per annum from \_\_\_\_\_~~

This mortgage is given to secure the payment of a certain promissory note dated May 1, 1928 for the principal sum of \$13,000, bearing interest from date at the rate of 5% per annum, said promissory note being described in that certain deed of trust given in favor of The Federal Land Bank of Berkeley, as beneficiary, dated May 1, 1928 and recorded October 22, 1928 in Book F of Mortgages at page 400 in the office of the County Recorder of Eureka County, State of Nevada, which said deed of trust is known on the records of The Federal Land Bank of Berkeley as loan 17678.

This mortgage is also given to secure payment of a certain promissory note dated April 15, 1937 for the principal sum of \$4,200, bearing interest from date at the rate of 5% per annum, said promissory note being described in that certain deed of trust given in favor of the Land Bank Commissioner, as beneficiary, dated April 15, 1937 and recorded May 11, 1937 in Book G of Mortgages, at page 96 in the office of the County Recorder of Eureka County, State of Nevada, which deed of trust is known on the records of The Federal Land Bank of Berkeley as loan A-26497.

This mortgage shall also secure the payment of any and all sums not herein specifically shown which the mortgagees have advanced or may advance to or expend in behalf of the mortgagor, all of which sums the mortgagor agrees to repay to the mortgagees with interest at 5 % per annum from the date advanced or expended.

Should the mortgagors neglect or fail to properly cultivate or harvest any crops hereby mortgaged or should the property hereby mortgaged be or become insufficient security for the payment of the indebtedness hereby secured, the mortgagees being the sole judge of such insufficiency, then the mortgagees may at their option demand immediate repayment of the indebtedness hereby secured and upon the failure of the mortgagor to repay such items upon demand, the mortgagees may proceed to enforce the Farm Loan mortgages or deeds of trust aforesaid. The mortgagees may sue to recover the indebtedness hereby secured without foreclosing this crop and chattel mortgage and the mortgagors hereby waive the provisions of Section 726 of the California Code of Civil Procedure; Title 104, Chapter 55, Section 1, Revised Statutes of Utah, 1933; Section 9048, Nevada Compiled Laws, 1929.

In the event that all sums due or to become due under the terms of this mortgage be not paid in full with interest on the date as hereinbefore provided, then any interest or right of the mortgagors in and to all future crops which may be grown on the above described premises by the mortgagors shall be considered as mortgaged to the mortgagees as long as any of the indebtedness hereinbefore described remains unpaid, and such future crops are hereby mortgaged to the mortgagees in the same manner and with like force and effect as though such crops were specifically described in this instrument.

If the mortgagors shall well and truly pay or cause to be paid all of the indebtedness hereby secured, then these presents shall be void and of no effect, but if default shall be made in the payment of any sum which may be or become due under this mortgage or in the fulfillment of any covenant herein, or if any attempt shall be made by the mortgagors to remove, dispose of or injure said property, or any part thereof, or if said mortgagors do not take proper care of said personal property or the crops hereinbefore described, or if they fail, neglect or refuse to properly harvest, thresh and care for the crops mortgaged by this instrument in the proper manner or in the proper season, or if they shall fail, neglect or refuse to place the same in a warehouse at a railroad station after the same are threshed and harvested, or if they do not deliver to the mortgagees the warehouse receipts for such crops as soon as the same are delivered to such warehouse, then, thereupon and thereafter, the said mortgagees shall have the right and power to take immediate possession personally or by agent, of all of said crops and personal property wherever found, without legal process, and in any of the events above specified, the mortgagees shall have the right both before and after the date herein provided for the payment of said defaults to sell at public or private sale, without notice to the mortgagors, said crops or personal property or such part thereof as shall be sufficient to pay all the amount hereby secured, together with reasonable attorney's fees and all costs and expenses for the searching, taking, keeping and/or selling of said crops and/or personal property.

As long as the conditions of this mortgage are fulfilled the mortgagors are to remain in peaceable possession of said crops and personal property, and in consideration thereof they agree to keep the same in good condition during the time that they remain in possession thereof. The mortgagors further covenant that they have good and lawful authority to sell, convey, and mortgage the crops and personal property described herein and that they will forever warrant and defend the title thereto, and that the same are free and clear of all encumbrances of every kind and nature.

IN WITNESS WHEREOF, the mortgagors have hereunto set their hands this 13th

day of July A. D. 1938

Signed, sealed and delivered in the presence of:

Ed Selamy  
County Clerk  
Ex-Officio Clerk of the Third Judicial Court  
Residing at Eureka Nevada

Edgar Sadler  
Edgar A. Sadler  
Ethel Sadler  
Ethel Sadler  
Reinhold Sadler  
Reinhold Sadler  
Verna Sadler  
Verna Sadler

(NOTE—All chattel mortgages from Utah must be witnessed.)

STATE OF ..... }  
County of ..... } ss.

On this ..... day of ....., 19....., before me,  
....., a Notary Public in and for said County and State,  
personally appeared .....

known to me to be the person whose name ..... subscribed to the within instrument, and acknowledged  
to me that ..... voluntarily and of ..... free will executed the same, for the purposes and  
consideration therein set out.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year  
in this certificate first above written.

My commission expires: .....  
..... Notary Public in and for said County and State.  
..... Residence

[SEAL]

STATE OF ..... }  
County of ..... } ss.

being duly sworn, depose and say that ..... the mortgagor named in the foregoing mortgage;  
that said mortgage is made in good faith to secure the amount or amounts therein set forth, and without  
any design to hinder, delay or defraud any creditor or creditors of the mortgagor ..... or any of them.

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

Notary Public in and for said County and State.

My commission expires: .....  
Residence: .....

[SEAL]

STATE OF ..... }  
County of ..... } ss.

....., being first duly sworn, says: That he  
is the ..... of THE FEDERAL LAND BANK OF BERKELEY,  
the corporation named as the Mortgagee in the foregoing mortgage; that the said mortgage is made in  
good faith to secure the amount or amounts therein set forth and without any design to hinder, delay or  
defraud any creditor or creditors of the mortgagors of any one of them.

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

Notary Public in and for said County and State.

My Commission expires: .....  
Residence: .....

[SEAL]

STATE OF CALIFORNIA, }  
County of Alameda. } ss.

....., being first duly sworn, says: That he  
is the ..... of the FEDERAL LAND BANK OF BERKELEY,  
the attorney in fact of the Land Bank Commissioner, the mortgagee named in the foregoing mortgage;  
that the said mortgage is made in good faith to secure the amount or amounts therein set forth and with-  
out any design to hinder, delay or defraud any creditor or creditors of the mortgagors or any one of them,  
and that he makes this affidavit on behalf of said corporation as attorney in fact of said mortgagee.

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

Notary Public in and for said County and State.

My Commission expires: .....  
Residence: .....

[SEAL]

I, ....., a Notary Public in and for the County of Alameda, State  
of California, hereby certify that I have examined that certain crop and chattel mortgage from Edgar A.  
Sadler and Ethel Sadler, his wife, and ..... to the Federal Land Bank of Berkeley and the  
Reinhold Sadler and Verna Sadler, his wife, Land Bank Commissioner, dated the ..... day of ....., 1938, and hereby  
certify that the above constitutes a full, true, complete and correct copy of said mortgage.

Dated: .....  
My Commission expires: ..... Notary Public in and for said County and State.  
Residence: .....

[SEAL]

DOCUMENT No.	ACCT. No.	SIGNATURE	LOAN NO.

Subordinated to the lien of mortgage between Edgar Sadler, et. al to Bankamerica Credit Corporation, dated Jan.15,1941 filed in personal property, mortgage file No.23733 and indexed.

Dated: Jan.30th,1941.

\_\_\_\_\_  
Recorder.

~~F M, and recorded in Book~~

of \_\_\_\_\_

~~at~~ page \_\_\_\_\_ in the office of the County

Recorder of Sadler County,

State of Nebraska

Edgar Sadler  
Recorder.

\_\_\_\_\_  
Deputy Recorder.

RECEIVED  
JAN 14 1941  
RECORDED

COPY

This Instrument Exempt from Documentary Stamp Tax

**~~Crop and Chattel Mortgage~~**

EDGAR A. SADLER et al

TO  
THE FEDERAL LAND BANK  
OF BERKELEY  
AND  
THE LAND BANK COMMISSIONER

Dated 1938

Filed for record at the request  
of *The Federal Land Bank of  
Berkeley Aug 9, 1938*

at 30 min. past 3 o'clock

~~P.M.~~, and recorded in ~~Book~~

of \_\_\_\_\_  
at page \_\_\_\_\_, in the office of the County

Recorder of *San Mateo* County,

State of *California*  
*John Merinello*  
Recorder.

Deputy Recorder.

RECEIVED  
Federal Land Bank  
JUL 14 1938