

THIS MORTGAGE, made the 10th. day of September, 1938, between Hiram Kitchen and Joseph Kitchen, residents of the town of Eureka, County of Eureka, State of Nevada

the party of the first part, mortgagor, and The Farmers & Merchants National Bank of Nevada, Eureka Nevada, a corporation organized and existing under the laws of the United State of America 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 Fifteen Hundred & No/100 Dollars,

lawful money of the United States of America, evidenced by one promissory note, bearing even date with these presents, said note being for the principal sum of

Fifteen Hundred & No/100 Dollars,

payable ~~in Fifty Dollars or more on the tenth day of each and every month thereafter until the tenth day of March 1941~~ ^{Fifty Dollars or more on the tenth day of October, 1938 and} without grace, to The Farmers & Merchants National Bank of Eureka, or order, at its

banking office in Eureka, 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 semi-annually, 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 exucution, 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.

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 (\$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 town of Eureka County of Eureka, State of Nevada

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

Lots Four(4) and Five (5) in Block Fifteen (15) and Lots Three (3) and Four (4) in Block Twenty-two (22), as laid down and described upon the official map of the town of Eureka, County of Eureka, State of Nevada, to which map reference is hereby made for a more particular description thereof, together with all the buildings and improvements located thereon.

IF REAL ESTATE NOT INCLUDED, RULE OUT

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~~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.~~

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

- 2 Glass Display Cases
- 3 Scales.
- 2 Counters
- 1 Hamburger Machine,
- 1 Slicing Machine
- 1 Twenty foot refrigerated meat display case
- 1 Safe
- 1 Adding machine

The above description is meant to and hereby does include all chattels and fixtures of every kind, nature and description, whether the same be correctly described herein or not, or at all, upon those certain premises known as and called the Kitchen Bros. Market, situate on Main Street and Buel Street, in the town of Eureka, County of Eureka, State of Nevada, together with all replacements and substitutions therefor, and all repairs and additions thereto.

~~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 of _____, State of _____~~

~~_____ ; 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 _____, State of _____, during the years _____ to _____, 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 _____ of _____, State of _____, and the Count _____ of _____, State of _____, 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 ear marks of the said mortgagor, namely: _____~~

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 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, are hereby granted to the mortgagee herein and extended to all of the chattels herein mortgaged.

STATUTORY AFFIDAVIT WHEN MORTGAGOR IS AN INDIVIDUAL

STATE OF NEVADA,

County of Eureka } ss.

Joseph Kitchen and Hiram Kitchen

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.

Hiram Kitchen
Joseph Kitchen

Subscribed and sworn to before me, this 12th day of September, 1938

J. A. Williams
Notary Public.

My Commission expires October 13, 1940

STATUTORY AFFIDAVIT WHEN MORTGAGOR IS A CORPORATION

STATE OF NEVADA,

County of _____ } ss.

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 _____

HIRAM KITCHEN

**HIRAM KITCHEN
AND
JOSEPH KITCHEN**

**TO
FARMERS & MERCHANTS
NATIONAL BANK OF EUREKA**

Dated September 12 A. D. 1938

File No. 2266
Filed for Record at the request of

C. L. Tobin

Sept. 14 A. D. 1938

at 10 Min. past 10 o'clock

A. M. and Recorded in Book G

of Mortgages, page 44

Records of Eureka County

I HEREBY CERTIFY THAT THIS MORTGAGE HAS BEEN FULLY PAID, SATISFIED AND DISCHARGED. DATED Sept 13 1938

RECORDER.

BY [Signature] RECORDER.

STATUTORY AFFIDAVIT OF MORTGAGEE

STATE OF NEVADA,

County of Eureka } ss.

C. L. Tobin

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.

C. L. Tobin
Subscribed and sworn to before me, this 12th day of September, 1938

J. A. Williams
Notary Public.
My Commission expires October 13, 1940

STATUTORY AFFIDAVIT WHEN MORTGAGOR IS AN INDIVIDUAL

STATE OF NEVADA,

County of Eureka } ss.

Joseph Kitchen and Hiram Kitchen

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.

Hiram Kitchen
Joseph Kitchen

Subscribed and sworn to before me, this 12th day of September, 1938

J. H. Williams
Notary Public.

My Commission expires October 13, 1940

STATUTORY AFFIDAVIT WHEN MORTGAGOR IS A CORPORATION

STATE OF NEVADA,

County of _____ } ss.

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 _____

File No. 22666.

Filed at the request of C.L. Tobin, as a Chattel Mortgage, on Sept. 14th, 1938 At 10:11 o'clock A.M.

Peter Meivald
County Recorder.
Eureka County, Nevada.

Dated September 12 A. D. 19 38

File No. 22666
Filed for Record at the request of
C. L. Tobin

Sept. 14 A. D. 19 38

at 10 Min. past 10 o'clock

A.M. and Recorded in Book G

of Mortgages, page 441

Records of Eureka County

I HEREBY CERTIFY THAT THIS MORTGAGE HAS BEEN FULLY PAID, SATISFIED AND DISCHARGED.
DATED Sept 14 1938
BY Peter Meivald
COUNTY RECORDER.
19012

STATUTORY AFFIDAVIT OF MORTGAGEE

STATE OF NEVADA,

County of Eureka } ss.

C. L. Tobin

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.

C. L. Tobin
Subscribed and sworn to before me, this 12th day of September, 1938
J. H. Williams
Notary Public.

My Commission expires October 13, 1940