

THIS MORTGAGE, made the 1st day of December, A.D. 1938, between SUSIE STRICKLAND, a widow, EDWARD STRICKLAND, a single man, HUGH STRICKLAND and ESSIE STRICKLAND, his wife, all of the County of Eureka, State of Nevada, the parties of the first part, mortgagors, and ED FILIPPINI of the County of Elko, State of Nevada, the party of the second part, mortgagee,-

W I T N E S S E T H:

THAT WHEREAS, the said mortgagors are justly indebted to the said mortgagee in the sum of FIVE THOUSAND THREE HUNDRED and no/100 DOLLARS (\$5,300.00), lawful money of the United States of America, evidenced by a certain promissory note, bearing even date with these presents, which said promissory note is in the words and figures following, to-wit:-

\$5,300.00

Elko, Nevada, December 1, 1938.

On or before ten years after date, without grace, for value received, we, jointly and severally, promise to pay to the order of ED FILIPPINI, in Elko, Nevada, or wherever payment shall be demanded in the State of Nevada, or elsewhere, at the option of the holder hereof, FIVE THOUSAND THREE HUNDRED and no/100 DOLLARS (\$5,300.00), in current lawful money of the United States, with interest in like money, at the rate of six per cent (6%) per annum, from date hereof until paid. The makers and endorsers hereof waive demand, protest, notice and diligence. We further promise that if this note is not fully paid at maturity, to pay all costs and expenses, including a reasonable attorney's fee, that may be incurred in collecting this note, or any part thereof, by suit.

Interest payable annually.

SUSIE STRICKLAND

EDWARD STRICKLAND

HUGH STRICKLAND

ESSIE STRICKLAND

NOW THIS MORTGAGE WITNESSETH:-


That the said mortgagors, for and in consideration of the premises and the sum of One Dollar (\$1.00), to them in hand paid by the said mortgagee, the receipt whereof is hereby acknowledged, have granted, bargained, sold, assigned, conveyed, confirmed, and set over, and by these presents do grant, bargain, sell, assign, convey, confirm and set over, unto the said mortgagee, his heirs and assigns forever, all those certain lots, pieces and parcels of land, situate in the County of Eureka, State of Nevada, and particularly described as follows, to-wit:-

Section One, Township Thirty-one North, Range Forty-eight East, M.D.B. & M; East Half of the Southeast Quarter of Section Thirty-Six, Township Thirty-two North, Range Forty-eight East, M.D.B. & M; Southwest Quarter, and West Half of the Southeast Quarter of Section Thirty-one, Township Thirty-two North, Range Forty-nine East M.D.B. & M; containing 956.42 acres of land, more or less, together with all water and water rights, and all range and range rights, connected therewith;

Save and except and reserved therefrom that part thereof held by the United States of America for the purpose of an air-port, described as follows, to-wit:

Beginning at a point which is 729.5 feet South from the Northwest corner of Section 1, Township 31 North, Range 48 East, MDB&M, Eureka County, State of Nevada, said point being on the west line of said Section 1; thence North 64°51' E. 1577.7 ft.; thence N.88°33' E. 2082.4 ft. to the produced line of an existing barbed wire fence; thence S. 17°08' W. along said produced line and said barbed wire fence 1871 ft. to a second existing barbed wire fence; thence S. 73°52' W. along last said barbed wire fence 2597.1 ft; thence N. 21°58' W. 1241.7 ft. to the said west line of said Section 1; thence North along the said west line of said Section 1, 634.8 ft. to the point of beginning, containing an area of 141 acres, more or less; all property lying in the NW $\frac{1}{4}$ and the W $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 1.

Also, there is included in the terms of this mortgage, the following personal property and chattels, situate in the said County of Eureka, State of Nevada, to-wit:-

70 head of stock cattle, all ages, branded 2U on the left hip, thus: 2U, and earmarked thus: - 

120 head of sheep branded on the back with the said 2U mark;

9 head of horses of various ages and brands, belonging to said mortgagors;

150 tons of hay, and all hay and crops grown upon said lands and premises during the term hereof; and

all farm machinery, utensils and equipment, heretofore and now had and used upon the said above described lands and premises;

It is the intention of the said mortgagors to mortgage to the mortgagee all of the livestock owned by them in the State of Nevada.

It is understood and agreed, that all of the natural increase or substitutions during the existence of this mortgage, of any livestock, which shall at any time be subject to the lien hereof, and all other livestock, in any manner acquired by the mortgagors, during the life hereof, is property mortgaged hereunder and subject to the lien of this mortgage, and all hay and/or crops grown upon said premises during the term hereof is included in and subject to this mortgage.

The mortgagors covenant and agree that all livestock subject at any time to the lien of this mortgage shall at all times, during the existence hereof, be kept in Eureka County, Nevada, and not elsewhere except upon express written permission given by the mortgagee, and the mortgagors expressly agree that they will not allow such livestock, or any part thereof, to be taken from their possession whether by operation of law or otherwise, or to be removed from the premises hereinabove specified, except upon the express written permission of the mortgagee. The mortgagors further agree that they 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 of the said mortgagors.

All sums secured by any of the terms of this mortgage are hereby declared to be a lien upon the property above described and this mortgage is intended to secure, and the mortgagors do 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 fifteen (15) per cent of the amount due at the date of such sale upon the principal and interest of the promissory note above set forth.

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 six per cent (6%) 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 may hereafter become or be due or payable from said mortgagors to the said mortgagee from any cause whatsoever, not exceeding the sum of \$250.00;

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 mortgagors, for themselves and their heirs, executors, administrators and assigns, do hereby covenant, promise and agree to pay the said mortgagee, his heirs and assigns, 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, 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 such default, suit may be immediately brought by the mortgagee, his heirs or assigns, and a decree be had to sell the said premises and property with all and every of the appurtenances or any part thereof, in the manner prescribed by law, and out of the money arising from such sale there shall be paid the principal and interest due upon said promissory note, together with the costs and charges of making such sale, including attorney's fees and all other sums secured by these presents, and any overplus shall be paid over to the mortgagors, their heirs, executors, administrators and assigns.

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

The mortgagors, for themselves and their heirs, executors, administrators and assigns, hereby covenant, promise and agree, to pay and discharge, as soon as due, all taxes, assessments, liens or other encumbrances now subsisting or hereafter to be laid or imposed upon said premises, including taxes, if any are levied or assessed upon this mortgage, or upon the debt secured hereby, and hereby waive 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, 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 mortgagors, pay such taxes, assessments, liens or encumbrances, or cause the same to be removed by suit or otherwise, all at the cost of the mortgagors.

The mortgagors further expressly covenant and agree for themselves and their heirs, executors, administrators and assigns, to repay to the mortgagee, his heirs 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 six per cent (6%) per annum, from date of payment until repaid to mortgagee.

The following covenants, Nos. One; Two (fifteen per cent); Three (six per cent); Four; Five; Six; Seven (\$ _____); Eight; Nine; Ten; Eleven; Twelve; Thirteen; Fourteen; and Fifteen of Section 1 of an Act entitled, "An Act relating to mortgages of 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.

IN WITNESS WHEREOF, the mortgagors have executed these presents the day and year first above written.

Susie Strickland
Edward Strickland
Hugh Strickland
Essie Strickland

STATE OF NEVADA,)
) : SS.
COUNTY OF ELKO.)

On this 14 day of December, A. D. 1938, personally appeared before me, a Notary Public in and for the County of Elko, State of Nevada, - SUSIE STRICKLAND, a widow, EDWARD STRICKLAND, a single man, HUGH STRICKLAND and ESSIE STRICKLAND, his wife, - known to me to be the persons described in and who executed the within and foregoing instrument, who acknowledged to me that they 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.

[Signature]
- Notary Public -

My commission expires January 20, 1939.

STATE OF NEVADA,)
 : SS.
COUNTY OF ELKO.)

SUSIE STRICKLAND, a widow, EDWARD STRICKLAND, a single man, HUGH STRICKLAND and ESSIE STRICKLAND, 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 real and chattel mortgage; that the aforesaid real and chattel mortgage is made in good faith and without any design to hinder, delay or defraud creditors.~~

Susie Strickland
Edward Strickland
Hugh Strickland
Essie Strickland

Subscribed and sworn to before me this
14 day of December, A. D. 1938.

H. C. Cole
- Notary Public -

My commission expires January 20, 1939.

STATE OF NEVADA,)
 : SS.
COUNTY OF ELKO.)

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

That he is the mortgagee named in the foregoing real and chattel mortgage, that the aforesaid real and chattel mortgage is made in good faith and without any design to hinder, delay or defraud creditors.

Ed Filippini

Subscribed and sworn to before me this
14 day of December, A. D. 1938.

H. C. Cole
- Notary Public -

My commission expires January 20, 1939.

See Book "G" of
Real Estate
Page 213 for Release

File No. 22731
RECORDED AT THE REQUEST OF
H. U. Castle
Dec. 3 A. D. 1938
At 25 minutes past 11 A. M.
In Liber. G. of Mortgage
Page 177. Records of
EUREKA COUNTY, NEVADA.
Peter Meriardo Recorder
By 875 Deputy

File No. 22732
Filed & Indexed at
the request of
H. U. Castle
Dec. 3 A. D. 1938 at
26 minutes past 11 AM.
as a Chattel Mortgage
Peter Meriardo
Recorder
Eureka County, Nevada