

UNITED STATES DEPARTMENT OF AGRICULTURE
FARM SECURITY ADMINISTRATION

CROP AND CHATTEL MORTGAGE
(NEVADA)

I. THIS MORTGAGE, made this 21st day of February, 1939, by DANTE B. SIRI
(Husband)

(Wife)

of EUREKA county of EUREKA
(Post-office address)

State of Nevada (hereinafter called the Mortgagor), is given to the United States of America (hereinafter called the Mortgagee) in consideration of, and to secure the payment of:

(1) The sum of TWO THOUSAND FIVE HUNDRED and no/100 dollars (\$ 2500.00) loaned to the Mortgagor mainly or among other things for the purpose of financing the Mortgagor during a regular production period(s), involving the property hereby encumbered or some part thereof, with interest at the rate per annum indicated, or so much thereof as remains unpaid, which debt(s) is (are) evidenced by a promissory note(s) dated as indicated, executed by the Mortgagor to the Mortgagee, or to the payee indicated and now held by the Mortgagee, and payable in one or more installments, the due date of the last of which is indicated:

Amount	Interest rate	Date	Payee	Last installment due
\$ <u>2500.00</u>	<u>5</u> %	<u>Feb. 10</u> , 19 <u>39</u>	<u>United States of America</u>	<u>Nov. 15</u> , 19 <u>43</u>
\$ _____	_____ %	_____, 19____	_____	_____, 19____
\$ _____	_____ %	_____, 19____	_____	_____, 19____
\$ _____	_____ %	_____, 19____	_____	_____, 19____
\$ _____	_____ %	_____, 19____	_____	_____, 19____
\$ _____	_____ %	_____, 19____	_____	_____, 19____

and any first and successive extensions or renewals, in whole or in part, of any or all of such promissory notes, or of any other obligations secured hereby, including interest thereon; and

(2) Any future or additional sum or sums not exceeding the aggregate amount of One Hundred dollars (\$ 100.00), hereafter loaned to the Mortgagor by the Mortgagee, mainly or among other things for the purpose of financing the Mortgagor during a regular production period(s), involving the property hereby encumbered or some part thereof, or for any other purpose, with interest at a rate not in excess of five percent (5%) per annum, which sum, plus the debt(s) above described, shall be considered only as a limit of the debts and expenditures that may be secured hereby at any one time, and not to include such as may have existed and been repaid or discharged hereunder;

(3) This mortgage shall be, until formally discharged, a lien and encumbrance upon the property herein described as security for the repayment of all sums which may be or become due under this mortgage, and all of the obligations secured hereby, even though during such period(s) of financing the debt(s) or obligation(s), secured hereby as they exist at any particular time, may have been repaid in full to the Mortgagee.

II. THE MORTGAGOR does hereby grant, bargain, sell, and convey unto the Mortgagee, the following crops and/or chattels, all of which are located or to be located on the premises known as the Siri farm or ranch, located and situated approximately 27 miles in a Northly direction from the town or city of Eureka in the county of Eureka, and State of Nevada, said premises consisting of a certain parcel or parcels of land, situate, lying, and being in the county of Eureka, State of Nevada, and more specifically described as follows:

Lots 1,2,3,4 Sec. 19; Lots 1, 2 of NW 1/4 Sec. 30 T. 23 N., R. 53 E. SW 1/4 of SW 1/4 Sec. 24; NE 1/4 of NW 1/4; Sec. 25; NE 1/4 of NE 1/4 Sec. 36; NE 1/4 of NE 1/4; SW 1/4 of NE 1/4 Sec. 11; S 1/2 of SW 1/4 Sec. 12; E 1/2 of NW 1/4; SW 1/4 of NW 1/4; Sec. 13; SE 1/4; SE 1/4 of NW 1/4; NE 1/4; NE 1/4 of SW 1/4 Sec. 24; NW 1/4 of NE 1/4 Sec. 25; SE 1/4 of NW 1/4 Sec. 25; NW 1/4 of NE 1/4; W 1/2 of NW 1/4 Sec. 26, All in Township 23 N., R. 52 E.M.D.B. & M. containing 1223 acres more or less.

(1) All crops now standing, planted, or grown, or that may be planted or grown prior to the payment in full of the indebtedness secured hereby;
(2) The following-described livestock (including poultry):

Number	Kind	Breed	Brand or other identification mark	Average weight	Age
11	Horses	Mixed	Branded <u>50</u> Left hip		1-13
7	Horses	Mixed	Branded <u>H</u> Left shoulder		1-13
10	Cows	Hereford	Branded <u>50</u> Right Ribs		2
6	Calves	Hereford	Branded <u>50</u> Right Ribs		
3	Brood Sows	Duroc-Jersey			
1	Boar	Duroc-Jersey			
50	Cows	Hereford	Branded <u>50</u> Right ribs		
50	Calves	Hereford	Branded <u>50</u> Right Ribs		

including all increases in, accretions to, replacements of, and additions to such livestock; all wool and mohair now on or that may hereafter grow upon or be sheared from sheep or goats mortgaged hereunder; and all the right, title, and interest of the Mortgagor in and to all grazing rights, feed, grain, pasture, feed pens, feed troughs, and water privileges, had, acquired, or held by the Mortgagor, and all horses, harness, saddles, and all other equipment used by the Mortgagor in connection with said livestock during the time this mortgage is effective;

(3) Other chattels described as follows:

Number	Kind	Manufacture	Size and type	Condition	Age
2	Mowers	McCormick	five feet	Fair	
1	Rake	"	10 Feet	"	
1	Buck rake	"	Regular	"	
1	Derrick (Complete)			"	
2	Wagons (1-Hay rack; 1-farm wagon)			"2	
3	Plows (1-sulky 14"; 2 hand 12", 14")			"	
2	Discs (1 plow, double; 1 two horse)				
2	Harrow, Spike (home made)				
3	Sets harness (2 leather; chair tug)				

including any replacements of, or additions to, such chattels;

(4) All livestock, farm equipment, machinery, tools, and other farm personal property now owned or which may hereafter be acquired by the Mortgagor during the time this mortgage is effective;

TO HAVE AND TO HOLD the said crops and chattels unto the Mortgagee, forever.

III. THE MORTGAGOR COVENANTS and agrees that:

(1) He is rightfully in possession of the above-described property at the location stated, he is the absolute and exclusive owner of the said property, and said property is free from all liens and encumbrances, except:

N O N

and he will warrant and defend all property hereby mortgaged against any or all persons whomsoever;

(2) The marks and brands above used to describe any livestock are the holding brands and carry the title, although the livestock may have other brands or marks;

(3) He will properly care for all the property hereby mortgaged; he will promptly pay all taxes, liens, and other charges assessed upon or attaching to the property mortgaged hereby during the time this mortgage is effective; he will not sell, remove, or encumber the property hereby mortgaged or suffer others to do so without the written consent of the Mortgagee (except that the Mortgagor may use harvested crops mortgaged hereby in such amounts as may be necessary to care properly for livestock mortgaged hereby, and any other livestock owned by the Mortgagor and mortgaged to the Mortgagee); he will use the funds advanced by the Mortgagee for the purposes for which such advances were made and all properties and facilities owned by him or procured through such advances in accordance with the Farm and Home Management Plan agreed upon from time to time by the parties hereto; and will, if requested in writing to do so by the Mortgagee, keep the property hereby mortgaged fully insured, for the benefit of the Mortgagee as its interest may appear, against loss by theft or by fire or other natural causes, and any proceeds collected under such insurance policy, at the option of the Mortgagee, shall be used by the Mortgagor, under the direction of the Mortgagee, for the replacement or repair of the property stolen, damaged, or destroyed;

(4) The Mortgagee may enter at any reasonable time upon the premises where any of the property hereby mortgaged is located and inspect the same.

IV. PROVIDED, NEVERTHELESS, That these presents are upon the express condition that if the Mortgagor shall pay unto the Mortgagee all amounts hereby secured, and shall fully perform all the terms, covenants, agreements, and conditions of this mortgage, then this conveyance shall be void, otherwise to remain in full force and effect.

V. BUT, IF DEFAULT BE MADE in the payment of any debt secured hereby, or of any installment of principal or interest thereon; or if any of the representations or warranties herein made by the Mortgagor or made by him in his application for any loan secured hereby prove false in any respect; or if the Mortgagor fails to comply with any of the covenants or agreements herein contained; or if the Mortgagor or either of them shall be adjudicated a bankrupt, or commit an act of bankruptcy, or make a general assignment for the benefit of creditors, or take advantage of any State or Federal insolvency law; or if any of the property hereby mortgaged is attached or levied upon by any person other than the Mortgagee; or if the Mortgagor or either of them shall die or become incompetent; or if the Mortgagee shall deem itself insecure, the Mortgagee may, at its option, foreclose in any manner permitted by law or exercise any or all of the remedies hereinafter specified, the exercise of any of which shall not be a waiver of any other such remedy or of any other right or remedy otherwise available to the Mortgagee in law or equity for the enforcement of this mortgage, or for the collection of the indebtedness secured hereby, or for the performance of the covenants and agreements herein contained:

(1) The Mortgagee may declare the whole of the indebtedness secured hereby at once due and payable.

(2) The Mortgagee may make such expenditures and perform such acts as it deems necessary to maintain the value of or to protect or preserve the property hereby mortgaged, including the payment of taxes, water assessments, and similar charges, and to discharge other liens and encumbrances upon such property, and for such purposes shall have access to such property at any reasonable time.

(3) The Mortgagee may cultivate and/or harvest any crops mortgaged hereby and dispose of the same at any time before or after harvest, in any manner herein provided or permitted for the sale of property upon foreclosure, and for such purpose may take possession of such crops.

(4) The Mortgagee may foreclose this mortgage by taking possession of the property hereby mortgaged or so much thereof as it may deem necessary to satisfy all indebtedness secured hereby, and selling the same either at private sale or at public auction, with or without notice, and until such sale can be completed the Mortgagee may keep, care for, transport, and use the same.

(5) Any expenditures made or incurred by the Mortgagee in maintaining the value of, protecting, and/or preserving any property hereby mortgaged, or in cultivating, harvesting, and/or selling any crops mortgaged hereby, or in foreclosing, taking possession of, keeping, caring for, transporting, and/or selling any property foreclosed, together with interest thereon at the same rate as that specified in the latest note secured hereby from the date of the expenditure until paid, shall be immediately payable to the Mortgagee by the Mortgagor at the place of payment of the latest note secured hereby, and shall be an indebtedness secured by this mortgage.

(6) The proceeds received by the Mortgagee at any sale or for the use of any property hereby mortgaged shall be applied in discharge of any indebtedness secured hereby, and/or of any other liens, charges, or encumbrances upon such property or proceeds, and the surplus, if any, shall be paid to the Mortgagor.

(7) The Mortgagor, to the extent permitted by law, hereby waives all rights of appraisal, sale, and redemption he may otherwise have by law.

VI. IT IS FURTHER AGREED THAT:

(1) At any sale made hereunder, any of the parties hereto may purchase as if they were not parties;

(2) The property described in this mortgage shall remain in the possession of the Mortgagor except as provided in Article V of this mortgage;

(3) The failure of the Mortgagee to exercise any right hereunder, or the acceptance of any payment or performance after default, shall not be deemed a waiver of any right hereunder;

(4) The word "Mortgagor" shall be construed to include heirs, successors, administrators, executors, assigns, agents, and principals of the Mortgagor(s) or either of them; the word "Mortgagee" shall be construed to include the assigns and agents of the Mortgagee;

(5) All rights, privileges, benefits, options, and powers conferred herein on the United States of America may be exercised on behalf of the United States of America by the Secretary of Agriculture, or his duly authorized representatives, or by the head of any other agency of the Federal Government that may from time to time be vested with authority over the subject matter of this contract, or his duly authorized representatives;

(6) The invalidity of any one or more of the provisions of this mortgage shall not affect the remainder of the provisions.

VII. IN WITNESS WHEREOF, the said Mortgagor(s) has (have) hereunto set his (their) hand(s) and seal(s) the day and year in this instrument first above written.

Witnesses as to both signatures:

Dante B. Siri [SEAL]
DANTE B. SIRI (Husband)

[SEAL]
(Wife)

ACKNOWLEDGMENT

STATE OF NEVADA

COUNTY OF *Leroux*

ss:

On this *21st* day of *February*, 19*39*, before me, the undersigned, a notary public in and

for said county and State, personally appeared the within-named *Dante B. Siri*

and _____, known to me (or proved to me on oath of

_____ to be the identical person(s) described in and who executed the within instrument, and acknowledged that he (they) signed, sealed, and delivered the same as his (their) free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this *21st* day of *February*, 19*39*

My commission expires *October 13, 1940*

Carl Killman
Notary Public.

File No. 22799
 2-1-1939 at 2:40 PM
 Clerk Nevada Co. Reno