

CHATTEL MORTGAGE

THIS CHATTEL MORTGAGE made this 3rd day of January,  
1939, between WILLIAM R. RAND and ELLA M. RAND, his wife,  
both of Reno, Washoe County, Nevada, and DAN B. RAND and HELEN  
M. RAND, his wife, both of Eureka County, Nevada, first parties,  
hereinafter called Mortgagors, and the HOME LUMBER AND COAL  
COMPANY, a corporation organized and existing under and by  
virtue of the laws of the State of Idaho and authorized to do  
and doing business in the State of Nevada with offices at  
Reno, Washoe County, Nevada, second party, hereinafter called  
Mortgagee,

W I T N E S S E T H :

WHEREAS, the said Mortgagors, Dan B. Rand and Helen M.  
Rand, his wife, are justly indebted to the said Mortgagors,  
William R. Rand and Ella M. Rand, his wife, and

WHEREAS, the said Mortgagors, William R. Rand and Ella  
M. Rand, his wife, are justly indebted to the said Mortgagee  
in the sum of Twenty-four Hundred Fifty-two Dollars and  
twenty-nine cents (\$2452.29) together with interest thereon  
at the rate of six percent (6%) per annum from November 10,  
1938, lawful money of the United States, as evidenced by that  
certain promissory note bearing even date herewith and being  
in words and figures as follows, to-wit:

"\$2452.29

Reno, Nevada

January 3, 1939

PROMISSORY NOTE

FOR VALUE RECEIVED, we the undersigned, jointly and  
severally promise to pay on demand to the Home Lumber and  
Coal Company, a corporation, or its order, at its offices  
in Reno, Washoe County, Nevada, the sum of Twenty-four  
Hundred Fifty-two Dollars and twenty-nine cents (\$2452.29),  
together with interest thereon at the rate of six percent  
(6%) per annum from the 10th day of November, 1938, until  
paid.

"In the event of non-payment of this note or its collection by suit, we further, jointly and severally, agree to pay all expenses that may be incurred thereby including a reasonable attorney's fee and to that end we, jointly and severally, bind ourselves, our heirs, executors, administrators, successors and assigns forever; also that for the purpose of attachment or levy of execution this note shall be payable wherever the makers hereof may be situated at the option of the holder.

"All endorsers, sureties, guarantors and assignors, by the terms of this note, severally waive presentation for payment, protest and notice of protest for non-payment of this 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.

WILLIAM R. RAND

ELLA M. RAND

NOW, THIS MORTGAGE WITNESSETH:

That the said mortgagors, jointly and severally, for and in consideration of the premises and the sum of One Dollar (\$1.00) to each of them in hand paid by the said mortgagee, receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey, confirm and set over unto the said mortgagee, its successors and assigns forever, all those certain chattels, to-wit, livestock, now situated and being and ranging and grazing in Eureka County and in Elko County, Nevada, and more particularly described as follows, to-wit:

One hundred (100) head of female cattle ranging in ages at the date hereof generally from two (2) to five (5) years and being presently branded with "Half Circle Dot" as follows, to-wit, . on left ribs, said female cattle being also marked by a split in the right ear and under seven in the left ear and a wattle on rear of left hind leg; it being understood that the marks and brands used above to describe said female cattle are the present holding marks

and brands and carry the title to approximately three hundred (300) head of female cattle now owned by said mortgagors. It is further understood and agreed that said mortgagors shall as soon as reasonably possible select one hundred (100) head of said female cattle from said bunch of three hundred (300) and brand said one hundred (100) head so selected with the Bar H brand, as follows, to-wit, H. In the event said mortgagors shall not, within a reasonable time, so select, segregate and rebrand the said one hundred (100) head, as aforesaid, then the mortgagee, in such event, shall have the right to pick from the whole number so owned by the mortgagors, or any of them, the one hundred (100) as specified in this mortgage and to hold, deal with, sell and dispose of the same as if the said one hundred (100) head had been so selected, rebranded and specifically included herein. It being further understood, agreed and warranted by the mortgagors herein that all of said female cattle owned and held by said mortgagors, as hereinabove described, are ranged, pastured, kept and handled exclusively in Eureka County and in Elko County, Nevada, at, near or in connection with that certain ranch located near the dividing line between Eureka and Elko counties and commonly known as and called the "Stonehouse Ranch".

IT IS FURTHER UNDERSTOOD AND AGREED that all the natural female increase, during the existence of this mortgage of any livestock/<sup>which</sup> shall at any time be subject to the lien hereof, is property mortgaged hereunder and subject to the lien of this mortgage.

If any of said female cattle, or the natural/<sup>female</sup> increase thereof, die or are killed before the obligation hereby secured is fully paid off and discharged, the mort-

mortgagors shall immediately pay the value of the same up to the full amount of all obligations secured hereby, to the mortgagee or immediately replace the same with an animal or animals of like kind and value and within a reasonable time affix thereupon the said Bar H brand hereinabove described with the right in the mortgagee, in the event of failure of said mortgagors to make payment or replacement, as herein provided, to pick from the whole number so owned by the mortgagors such animal or animals for purpose of replacement and with the further right in said mortgagee in such event to hold, deal with, sell and dispose of such replacing animals as if the same were specifically included herein.

The following Covenants Nos. 1, 2, 3, 4, 5, 6, 8, 9, 11, 12, 13, 14 and 15 of Section 1, of an Act entitled, "An act relating to mortgages of real and personal property, and to provide that said 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.

Covenant No. 2 ..... 10 percent.

Covenant No. 3 ..... 6 percent.

It is understood that the mortgagee holds a second trust deed as additional security for the obligation secured hereby. It may enforce the sale thereof or any proceedings in connection therewith at its option either before, during or after any sale, foreclosure or other proceedings or made or had hereunder. The rights and remedies hereby granted shall not exclude any other securities or rights or remedies but shall be concurrent or cumulative.

IN WITNESS WHEREOF the mortgagors have executed these presents and affixed their signatures hereto the day and year first above written.

Don B Rand  
Helena M. Rand,  
William A Rand  
Ella M Rand

STATE OF NEVADA     )  
                              )  
COUNTY OF WASHOE    )     SS.

On this 3rd day of March, 1939, personally appeared before me a notary public in and for Washoe County, WILLIAM R. RAND and ELLA M. RAND, his wife, known to me to be the persons described in and who executed the 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 the day and year first above written.

  
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NOTARY PUBLIC

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STATE OF NEVADA     )  
COUNTY OF EUREKA    )     SS.

On this 3<sup>rd</sup> day of January, 1939, personally appeared before me the Justice of Peace in and for Palisade Township, Eureka County, Nevada, DAN B. RAND, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF I have hereunto set my hand the day and year first above written.

Leo L. Lundy  
Justice of the Peace in and  
for Palisade Township, County  
of Eureka, State of Nevada.

*Nevada*  
STATE OF ~~CALIFORNIA~~

COUNTY OF *Eureka*

SS.

On this 3<sup>rd</sup> day of January, 1939, personally appeared before me a ~~notary public~~ *Justice of the Peace* in and for Palisade *Township* County, ~~California~~ *Eureka Nevada*, HELEN M. RAND known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that 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 the day and year first above written.

*L. L. Lucas*  
~~Notary Public in and for the~~  
~~County of~~  
~~State of California.~~

*Justice of the Peace*  
*for Palisade Township*  
*County of Eureka*  
*State of Nevada*