

1 THIS MORTGAGE, Made the 16th day of May, 1939, between  
2 DAN RAND, also known as DAN B. RAND, of Pine Valley, County of  
3 Eureka, State of Nevada, the party of the first part, Mortgagor,  
4 and BELLE B. ENNOR and HENRY B. ENNOR, both of Grand Junction,  
5 Colorado, the parties of the second part, Mortgagees; it being un-  
6 derstood that any gender includes all other genders, the singular  
7 number includes the plural, and the plural the singular,  
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9 W I T N E S S E T H:

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11 That WHEREAS, the said Mortgagor is justly indebted to  
12 the said Mortgagees in the sum of ONE THOUSAND TWO HUNDRED TEN and  
13 no/100 (\$1210.00) DOLLARS, lawful money of the United States of  
14 America, evidenced by a promissory note, bearing even date with  
15 these presents, the said note being in words and figures as fol-  
16 lows, to-wit:

17 "\$1210.00 Elko, Nevada, May 16th, 1939.

18 On or before December 31st, 1939, for value received, the under-  
19 signed promises to pay to the order of Belle B. Ennor and Henry B.  
20 Ennor, at Elko, Nevada, or wherever payment may be demanded, ONE  
21 THOUSAND TWO HUNDRED TEN and no/100 (\$1210.00) DOLLARS, in lawful  
22 money of the United States of America, with interest thereon in  
23 like money, payable from maturity at the rate of 4% per annum,  
from date until paid, together with a reasonable attorneys fee, if  
this note be placed with an attorney for collection or if suit is  
instituted for its collection. If the interest is not paid when  
due the holder may proceed to collect both principal and interest.

24 The makers and endorsers of this note each expressly waive demand,  
25 presentation for payment, notice of non-payment and protest and  
26 suit against the makers; and also agree that this note may be ex-  
tended in whole or in part without their consent at or after  
maturity.

27 This note is secured by a Chattel Mortgage of even date herewith.  
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29 Dan Rand"  
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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 Mortgagees, the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed, confirmed and set over, and does by these presents grant, bargain, sell, convey and confirm and set over unto the said Mortgagees, and to their heirs and assigns forever:

All those certain chattels now situate and being in the County of Eureka, State of Nevada, more particularly described as follows, to-wit:

650 Tons of hay, more or less, belonging to said Mortgagor, situate upon the so-called "STONE HOUSE RANCH", in Pine Valley, Eureka County, Nevada, particularly described as follows, to-wit:

- The  $W\frac{1}{2}$  of the  $NW\frac{1}{4}$  of Sec. 16, Twp. 30 N., R. 52 E.
- The  $SE\frac{1}{4}$  of Sec. 8. Twp. 30 N., R. 52 E.
- The  $NE\frac{1}{4}$  of Sec. 8, Twp. 30 N., R. 52 E.
- The  $SE\frac{1}{4}$  of Sec. 5, Twp. 30 N., R. 52 E.
- The  $SE\frac{1}{4}$  of the  $SE\frac{1}{4}$  of Sec. 32, Twp. 31 N., R. 52 E.
- The  $W\frac{1}{2}$  of  $SE\frac{1}{4}$  of Sec. 32, Twp. 31 N., R. 52 E., and all of Sec. 17, Twp. 30 N., R. 52 E., being east of the Mount Diablo Base and Meridian.

Upon default by the said Mortgagor of any of the terms, covenants, conditions or agreements of this mortgage, it is agreed that all of the rights granted the Mortgagees, under Covenant No. 13, of an Act of the State of Nevada, 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, 1937, hereinafter mentioned, are hereby granted to the Mortgagee herein and extended to all of the chattels herein mortgaged.

1           If during the subsistence of this mortgage there be com-  
2 menced or pending any suit or action affecting any property which  
3 may at any time be subject to the lien hereof, or the title there-  
4 to, or the possession thereof, the said Mortgagees may appear in  
5 said suit or action and retain counsel therein and defend the  
6 same, or otherwise take such action therein as they may be advised,  
7 and may settle or compromise the same, or they may, at their op-  
8 tion, pay and discharge any indebtedness now or hereafter existing  
9 against any property which may at any time be subject to the lien  
10 hereof, and in that behalf, and for any of said purposes, may em-  
11 ploy legal counsel and pay and expend at the expense and on account  
12 of the Mortgagor such sums as they shall deem necessary.

13           The Mortgagor does hereby agree that he will, upon de-  
14 mand for possession of said property, or any part thereof, under  
15 any of the provisions hereof, deliver and surrender possession of  
16 said property to the Mortgagees, and that he will hold the Mort-  
17 gagees free and harmless from any damage of any nature whatsoever  
18 which may be sustained by the said Mortgagor by reason of the  
19 Mortgagees taking possession of the mortgaged property, under any  
20 of the terms or conditions of this mortgage.

21           Every covenant, stipulation and agreement herein con-  
22 tained shall bind and inure to the benefit of the said Mortgagor  
23 and Mortgagees, and their respective heirs, executors, administra-  
24 tors and assigns.

25           The following covenants: One; Two, a reasonable amount;  
26 Three 4%; Four; Five; Six; Eight; Nine; Twelve; Thirteen; Fourteen  
27 and Fifteen of an act entitled, "An act relating to mortgages on  
28 real and personal property, and to provide that certain agreements,  
29 covenants, obligations, rights and remedies thereunder may be ad-  
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1 opted by reference" approved March 23, 1927, and amendments there-  
2 to, are hereby adopted and made a part of this mortgage; the said  
3 act being Chapter 109 of the Statutes of the State of Nevada of  
4 the year 1927, and amendments.

5 IN WITNESS WHEREOF, the Mortgagor has executed these  
6 presents in duplicate, the day and year first above written.  
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8  
9 Dan B. Rand.

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11 STATE OF NEVADA, )  
12 ) ss.  
13 COUNTY OF ELKO. )

14 On this 16th day of May, 1939, personally appeared be-  
15 fore me, a Notary Public in and for said County and State, DAN  
16 RAND, also known as DAN B. RAND, known to me to be the person de-  
scribed in and who executed the foregoing instrument; who acknow-  
ledged to me that he executed the same freely and voluntarily and  
for the uses and purposes therein mentioned.

17 IN WITNESS WHEREOF, I have hereunto set my hand and af-  
18 fixed my official seal the day and year in this Certificate first  
above written.

19 Peggy O'Neill  
20 Notary Public.-

21 STATE OF NEVADA, )  
22 ) ss.  
23 COUNTY OF ELKO. )

24 DAN RAND, also known as DAN B. RAND, being first duly sworn  
25 according to law, deposes and says: That he is the mortgagor named  
26 in the foregoing Chattel mortgage; that the said Chattel mortgage  
27 is made in good faith and without any design to hinder, delay or de-  
28 fraud creditors.

26 Dan B. Rand.

27 Subscribed and sworn to before me  
28 this 16th day of May, A.D., 1939.

29 Peggy O'Neill  
30 Notary Public.-

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STATE OF NEVADA, )  
                              ; ss.  
COUNTY OF ELKO. )

BELLE B. ENNOR and HENRY B. ENNOR being first duly sworn, according to law, each for himself/herself, and not one for the other, deposes and says:

That she/he is one of the Mortgagees 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.

Belle B. Ennor  
Henry B Ennor

Subscribed and sworn to before me  
this 16th day of May, A.D., 1939.

Peggy O'Neill  
Notary Public.-



5/21/43

Release Attached herewith

CHATTEL MORTGAGE

DAN RAND

TO

BELLE B. ENNOR, et al

Dated May 16th, 1939 19

File No. 22937

*Filed at the request of  
Morley Griswold & Milton J Reinhart  
May 18, 1939 at 11:10 AM*

*Morley Griswold  
Recorder*

**MORLEY GRISWOLD & MILTON J. REINHART**

ATTORNEYS AT LAW

ELKO, NEVADA