

THIS MORTGAGE, Made the 16th day of May, 1939, between DAN RAND, also known as DAN B. RAND, of Pine Valley, County of Eureka, State of Nevada, the party of the first part, Mortgagor, and BELLE B. ENNOR and HENRY B. ENNOR, both of Grand Junction, Colorado, the parties of the second part, Mortgagees; it being understood that any gender includes all other genders, the singular number includes the plural, and the plural the singular,

W I T N E S S E T H:

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

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

On or before December 31st, 1939, for value received, the under-
signed promises to pay to the order of Belle B. Ennor and Henry B.
Ennor, at Elko, Nevada, or wherever payment may be demanded, ONE
THOUSAND TWO HUNDRED TEN and no/100 (\$1210.00) DOLLARS, in lawful
money of the United States of America, with interest thereon in
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.

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

This note is secured by a Chattel Mortgage of even date herewith.

Dan Rand

1 NOW, THIS MORTGAGE WITNESSETH:

2 That the said Mortgagor for and in consideration of the
3 premises, and the sum of ONE (\$1.00) DOLLAR, to him in hand paid by
4 the said Mortgagees, the receipt whereof is hereby acknowledged,
5 has granted, bargained, sold, conveyed, confirmed and set over, and
6 does by these presents grant, bargain, sell, convey and confirm and
7 set over unto the said Mortgagees, and to their heirs and assigns
8 forever:

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

12
13 650 Tons of hay, more or less, belonging to said
14 Mortgagor, situate upon the so-called "STONE HOUSE
15 RANCH", in Pine Valley, Eureka County, Nevada, par-
16 ticularly described as follows, to-wit:

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

25 Upon default by the said Mortgagor of any of the terms,
26 covenants, conditions or agreements of this mortgage, it is agreed
27 that all of the rights granted the Mortgagees, under Covenant No.
28 13, of an Act of the State of Nevada, entitled, "An act relating
29 to mortgages on real and personal property, and to provide that
30 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.

10
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
is made in good faith and without any design to hinder, delay or de-
fraud creditors.

27 Dan B. Rand.

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

30 Peggy O'Neill
Notary Public.-

1 STATE OF NEVADA,)
2 : ss.
3 COUNTY OF ELKO.)

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

7 That she/he is one of the Mortgagees named in the fore-
8 going Chattel Mortgage; that the aforesaid Chattel Mortgage is
9 made in good faith and without any design to hinder, delay or de-
10 fraud creditors.

11 Belle B. Ennor
12
13 Henry B Ennor
14

15
16 Subscribed and sworn to before me
17 this 16th day of May, A.D., 1939.

18 Peggy O'Neill
19 Notary Public.
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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 Reinhart
May 18, 1939 at 11:10 AM*

*Morley Griswold
Recorder*

MORLEY GRISWOLD & MILTON J. REINHART

ATTORNEYS AT LAW

ELKO, NEVADA