

The above described cattle are branded thus: 77 right hip, and are earmarked with under bit right and left ears, as shown on diagrams above, same being recorded brand and marks. Said cattle may also bear wattle right jaw, which is a recorded marking. The above described sheep are branded thus: 77 on back, and are earmarked with upper bit right ear, swallow fork left ear, and may be marked with swallowfork right ear, left ear full; right ear full, swallowfork left ear, as shown on diagrams above, same being recorded brands and marks. Said sheep may also be earmarked with under bit right ear, swallowfork left ear. Said horses may be branded thus: 77 and/or thus: 77 left thigh, the latter being the recorded brand.

Together with the brands and marks and the sole and exclusive right to their use and transfer, said cattle and horse brands and marks being recorded in the office of the State Board of Stock Commissioners, Reno, Nevada; said sheep brand and marks having been recorded in the offices of the County Recorders of Elko, White Pine, Nye and Eureka Counties, State of Nevada.

During the life of this mortgage the above described livestock will retain the above described brands and marks and all increase therefrom will be branded and marked in like manner. This mortgage includes all calf, colt, lamb and wool crops born or sheared from the above described livestock during the life of this mortgage or any renewal or extension thereof.

This mortgage is given as additional and supplemental security and is not intended to supersede or displace those certain chattel mortgages, executed by Eureka Land and Stock Company, to the Mortgages herein, dated November 24, 1933, January 3, 1936, and April 29, 1937; and those certain real estate mortgages, executed by Eureka Land and Stock Company, to the Mortgages herein, dated November 24, 1933, and April 29, 1937.

PROVIDED, nevertheless, this is a mortgage to secure payment of the following:

No. RE 395

EXTENSION NOTE

\$ 82,363.56

On Demand or if no demand is made then

March 22nd, 1939

November 1, 1939 after date, for value received, we and each of us jointly and severally, promise to pay to the order of the REGIONAL AGRICULTURAL CREDIT CORPORATION OF SALT LAKE CITY, UTAH, at its office in the city of SALT LAKE, State of UTAH, EIGHTY TWO THOUSAND THREE HUNDRED SIXTY THREE AND 56/100 - - - - - DOLLARS with interest at the rate of 6 percent per annum from date until paid.

In the event this note is placed in the hands of an attorney for collection or suit is brought on the same, or any portion thereof, or if collected by any court proceedings, we and each of us, jointly and severally, further agree to pay such reasonable attorney's fees and costs of collection as may be permitted by law to be charged.

The makers and endorsers of this note severally waive presentment for payment, demand, protest, and notice of non-payment thereof, and all defenses on the ground of any extension of the time of payment that may be given by the holder or holders to them or either of them.

This note is executed, delivered and accepted, not in payment of, but for the purpose of extending the time for payment of, the following notes:

Note for \$ <u>117,375.43</u>	dated <u>January 3, 1936</u>	and maturing <u>October 1, 1936</u>
Note for \$ <u>4,165.00</u>	dated <u>November 23, 1938</u>	and maturing <u>On Demand</u>
Note for \$ <u>110.00</u>	dated <u>December 8, 1938</u>	and maturing <u>On Demand</u>
Note for \$ <u>1,018.50</u>	dated <u>December 17, 1938</u>	and maturing <u>On Demand</u>
Note for \$ <u>2,565.00</u>	dated <u>January 17, 1939</u>	and maturing <u>On Demand</u>
Note for \$ <u>4,438.91</u>	dated <u>February 21, 1939</u>	and maturing <u>On Demand</u>
Note for \$ <u>988.29</u>	dated <u>March 9, 1939</u>	and maturing <u>On Demand</u>

which notes are secured by chattel and/or real estate mortgages, both notes and mortgages being made by the undersigned in favor of said REGIONAL AGRICULTURAL CREDIT CORPORATION OF SALT LAKE CITY, UTAH, which chattel and/or real estate mortgages shall continue in full force and effect until the indebtedness secured thereby and represented by original notes hereto attached is fully paid.

EUREKA LAND AND STOCK COMPANY, a Corporation

By LEON ARDANS President
(Leon Ardans)

By MILTON B. BADT Assistant Secretary
(Milton B. Badt)

(CORPORATE SEAL)

Upon default by the mortgagor of any of the terms, covenants, conditions or agreements of this mortgage it is agreed that all of the rights granted the mortgagee, 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, 1927, hereinafter mentioned, are hereby granted to the mortgagee herein and extended to all of the chattels herein mortgaged.

Every covenant, stipulation and agreement herein contained shall bind and inure to the benefit of the said mortgagor and mortgagee and their respective heirs, executors, administrators, successors and assigns.

The following covenants: One; Two 10 %; Three 6 %; Four; Five; Six; Seven (\$); Eight; Nine; Ten; Eleven; Twelve; Thirteen; Fourteen; and Fifteen of an act 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, 1927, (being chapter 109 of the Statutes of the State of Nevada of the year 1927), are hereby adopted and made a part of this mortgage.

(Atty. fee) (Insurance)

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Provided, nevertheless, That this is a chattel mortgage to secure the following-described promissory note:

\$ _____ SALT LAKE CITY, UTAH, _____, 193 _____
after date, for value received, we and each of us, jointly and severally, promise to pay to the order of the
REGIONAL AGRICULTURAL CREDIT CORPORATION OF SALT LAKE CITY, UTAH, at its office in the city of Salt Lake, State of Utah,
_____ dollars,

with interest at the rate of _____ percent per annum from date hereof, payable _____

In the event this note is placed in the hands of an attorney for collection or suit is brought on the same, or any portion thereof, we and each of us, jointly and severally, further agree to pay such reasonable attorney's fees and costs of collection as may be permitted by law to be charged.

The makers and endorsers of this note severally waive presentment for payment, demand, protest, and notice of nonpayment thereof.

(If more than one note, describe other notes in following space.)

This mortgage also secures payment of any further sums, together with interest, at the same rate as borne by the principal obligation, as may be hereafter expended at its option by the Mortgagee in searching for, taking possession of, maintaining, preserving and marketing the mortgaged property, or any part thereof. This mortgage also secures payment for such further sums, and the promissory notes evidencing same, together with interest as shall be provided for therein, as may hereafter be loaned or advanced by the Mortgagee to the Mortgagor, *Provided, however*, That the making of any such further loans and advances shall be optional with the Mortgagee and in no event shall such further loans and advances, together with the principal amount of the above-described promissory note, exceed the aggregate sum of \$ 250,000.00

All such advances shall be completed and matured prior to March 22, 1942, 193 _____

This mortgage also secures payment of any and all extensions or renewals of the notes above described, or of the indebtedness represented by the same, and of any other indebtedness at any time secured by this mortgage, whether represented by notes, drafts, open account, or otherwise, and all the interest on all of the same, all of which extensions or renewals shall be optional with the Mortgagee, but at the Mortgagee's option may be made by new notes or otherwise, and at, before, or after maturity, and for all of which this mortgage shall stand as a continuing security until paid.

All of which sums the Mortgagor agrees to repay, on demand when not otherwise agreed, and if the said Mortgagor shall well and truly pay each and all of the sums or indebtedness herein specified, in accordance with the terms hereof, then these presents and everything herein contained shall be void, anything herein contained to the contrary notwithstanding; otherwise to remain in full force and virtue.

The Mortgagor does hereby further covenant and agree to and with the said Mortgagee that he will well and carefully tend, take care of, and protect the said crops while growing and until fit for harvest, and then faithfully and without delay, harvest, thresh, clean, sack, store, and otherwise care for all of such crops except hay, and will properly stack the hay, and deliver all of such crops into the possession of the said Mortgagee, to be by said Mortgagee held and disposed of for the payment of the indebtedness hereby secured, and that if default be made by the said Mortgagor in the performance of any or either of the above acts, or any other covenant or agreement hereof to be done by the Mortgagor, then the Mortgagee may enter the said premises and take all necessary measures for the protection of such crops and may take and retain possession thereof and harvest, store, or otherwise care for, thresh, and sack the same, and stack such hay, and all expenses incurred by the Mortgagee in so doing, and any other expenses necessary in the keeping and caring for said crops, including hauling, storing, and delivering the same, shall be repaid to the Mortgagee by the Mortgagor and shall be secured hereby and shall be payable on demand, together with interest at the rate of 10 percent per annum thereon, out of the moneys realized from the sale of said crop or crops.

It is further understood and agreed that the Mortgagee may at all times enter upon the premises above described, or other premises where any of said property may be, to view the crops, chattels, or other property hereby mortgaged, and take any measures necessary for the protection of said crop or crops or said chattels or other property, and that upon the harvesting of said crops the Mortgagee shall be entitled to the immediate possession thereof and may haul and store the same at the expense of the Mortgagor, and such expense shall be secured hereby, together with interest thereon at the rate of 10 percent per annum, and the Mortgagor does, for the purpose aforesaid, make, constitute, and appoint the Mortgagee his true and lawful attorney, with full power to enter upon said premises and take possession of said crop or crops, and all other chattels hereby mortgaged, and take care of, protect, harvest, thresh, clean, sack, or stack, or store the same in case of any default by the Mortgagor in any of the covenants or agreements hereof. The Mortgagee may, at its option, feed any of the mortgaged crops to any of the mortgaged livestock.

It is covenanted and agreed by the Mortgagor that the Mortgagor is the sole and lawful owner of the property herein described, and has, and is entitled to, the exclusive possession thereof; that the same is free of all encumbrance, and the Mortgagor has full power and authority to convey and mortgage the same, and that the Mortgagor will warrant and defend the same against the lawful claims and demands of all persons whatsoever; that the said Mortgagor will not sell or dispose of any of the property mortgaged herein, nor attempt to do so, nor part with possession of any of the same except to the Mortgagee; that said Mortgagee will properly, and in a good and husbandlike manner, feed, care for, and maintain all livestock subject hereto, in first-class order and condition at his own expense, and will provide proper and sufficient feed and protection for such livestock for the winter season in due time each fall, in accordance with the practice and custom of the country where the same is situated, and also adequate and sufficient range and pasturage during the grazing season; will, before maturity pay off and discharge all taxes, liens, or other charges or encumbrances of every kind, however incurred, on said property, and in default thereof the same may, at Mortgagee's option, be paid by the Mortgagee and the amount so paid added to the indebtedness secured hereby, but no such payment shall be a waiver of the Mortgagor's default therein; further, that the marks or brands on said property shall not be altered or mutilated in any respect, and that all increase, accretions, and other livestock that shall at any time become subject to the lien hereof shall be forthwith branded and marked with the same brands and marks above described.

If default be made in the payment of any sums, moneys, or indebtedness now or hereafter secured hereby, or any part thereof, or the interest thereon; or if the Mortgagor default in or fail to comply with or perform any of the covenants, conditions, or agreements herein mentioned or contained; or in case any representation herein made by the Mortgagor prove false in any respect, or in case of the actual or impending bankruptcy or of the insolvency of the Mortgagor, or, in case of material depreciation in the value of the property subject to the lien hereof; or if, for any cause, the security afforded hereby shall become inadequate, or if, at any time, the Mortgagee shall deem itself or himself insecure, for any reason (the Mortgagee to be the sole judge thereof), with respect to the payment of the sums secured hereby, or if any of the property subject to the lien hereof is attached, levied upon, or for any reason taken possession of or detained by any person other than the Mortgagor; then and in any of the events aforesaid, the Mortgagee shall have the right and power, and is hereby authorized at its or his option, personally, or by agent, to enter upon the property of the Mortgagor, or any other place or places where the property covered hereby, or any part thereof, is situate, and take possession of and remove the same or any part thereof, with or without legal process, and, in addition thereto, in all or any of the events aforesaid, whether possession of said property or any part thereof be or be not taken by the Mortgagee, the whole of the indebtedness hereby secured shall, at the option of the Mortgagee, become immediately due and payable without notice, although the time expressed therefor shall not have arrived; and the said Mortgagee shall, in any of the events aforesaid, have the right to proceed to foreclose this mortgage by suit or action, or by notice and sale, as provided by law or in any other lawful manner; in any of which foreclosure proceedings the mortgaged property may, at the option of the Mortgagee, be sold as a single parcel and as a whole, or in such order and such parcels less than the whole, as the Mortgagee may elect; and in event of foreclosure by notice and sale, or by suit or action, the Mortgagee may retain from the proceeds of the sale, in addition to all other proper costs, charges, and expenses, a reasonable attorney's fee, all of which shall constitute a lien on the property mortgaged. In case the proceeds from any foreclosure sale, judicial or otherwise, fail to satisfy this mortgage, costs, and expenses, including a reasonable attorney's fee and all costs and expenses incurred in taking and retaining possession of said property and in caring for the same pending sale, then said Mortgagor agrees to pay any deficiency. Said Mortgagee may become a purchaser the same as any other person at any foreclosure sale hereunder, free from any right of redemption whatsoever.

It is further agreed that if suit be instituted for foreclosure hereof, a receiver may be appointed without notice to take possession of the property subject hereto pending said action, and any sale decreed therein, but until such time as possession is taken by the Mortgagee or by such receiver under the terms and conditions hereof, said Mortgagor may remain in the possession of all said property.

Provided further, That all remedies herein specified shall be considered as optional with the Mortgagee, and cumulative, and not as a waiver of any other right or remedy which would otherwise exist in law or equity for the enforcement of this mortgage, or the collection of the indebtedness secured hereby.

Neither the acceptance nor existence, now or hereafter, of other security for the indebtedness secured hereby, nor the release thereof, shall operate as a waiver of the security of this mortgage, nor shall this mortgage nor its release operate as a waiver of any such other security now held or hereafter acquired.

The word "Mortgagor" and the language of this instrument shall, where there is more than one Mortgagor, be construed as plural, and be binding equally on all Mortgagors; and the word "Mortgagee" shall be construed as including any lawful holder thereof; and both the words "Mortgagor" and "Mortgagee" shall be construed as including the heirs, executors, administrators, successors and assigns of each, as the case may be.

Dated this 22nd day of March, 193 9
Signed in the presence of—

ZUPOLKA LAND AND STOCK COMPANY, [SEAL]
a Corporation

By Leon Ardans President [SEAL]
(Leon Ardans)

By Milton B. Badt Assistant Secretary [SEAL]
(Milton B. Badt)

UTAH—INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss:

On the _____ day of _____, A.D. 193____, personally appeared before me
the signer of the above instrument, who duly acknowledged to me that he executed the same.

My commission expires:

Notary Public.

Residing at _____

(ACKNOWLEDGMENT—CORPORATE)

STATE OF Nevada }
COUNTY OF Elko } ss.

On this 12th day of May, A. D. 1939, personally appeared before me
Orville R. Wilson a notary public in and for Elko
County Leon Ardans and Milton B. Badt

known to me to be the President and Assistant Secretary, respectively
(President, Vice President or Secretary) of the corporation that executed the foregoing instrument and upon oath did depose that
they are the officers of said corporation as above designated; that they are acquainted with the seal of said corporation and that the seal
affixed to said instrument is the corporate seal of said corporation; that the signatures to said instrument were made by officers
of said corporation as indicated after said signatures; and that the said corporation executed the said instrument freely and vol-
untarily 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 County of Elko
the day and year hereinabove first written.

My commission expires

Orville R. Wilson
Notary Public in and for the County of Elko
State of Nevada Residing at Elko Nevada

(AFFIDAVIT—CORPORATE)

STATE OF Nevada }
COUNTY OF Elko } ss.

Leon Ardans and Milton B. Badt, being first duly sworn, deposes and says that ~~he~~ ^{they are} the
President and Assistant Secretary, respectively of EUREKA LAND AND STOCK COMPANY
corporation, the mortgagor described in and which executed the foregoing mortgage and that he makes this affidavit for and on its
behalf; that the said mortgage is made in good faith to secure the amount named therein and without any intent or design to de-
ceive, hinder, delay or defraud the creditors of the mortgagor.

(Milton B. Badt) 12th day of May, 1939.
Subscribed and sworn to before me this

My commission expires

Orville R. Wilson
Notary Public in and for the County of Elko
State of Nevada Residing at Elko Nevada

Subscribed and sworn to before me this _____ day of _____, 193____

My commission expires:

Notary Public.

Residing at _____

MORTGAGEE'S AFFIDAVIT OF GOOD FAITH

STATE OF UTAH, }
COUNTY OF SALT LAKE } ss:

A. J. PAUL, being first duly sworn upon oath, deposes and says that he is
the Secretary and Treasurer of Regional Agricultural Credit Corporation of Salt Lake City, Utah, a corpora-
tion, the Mortgagee named in the foregoing mortgage; and makes this affidavit on its behalf; that the said mortgage was made and
executed in good faith to secure the amount named therein, and without any intent or design to deceive, hinder, delay, or defraud the
creditors of the Mortgagor.

Subscribed and sworn to before me this 22nd day of March, 1939

My commission expires:

Ethelyn B. Sargent
Notary Public.
Residing at Salt Lake City, Utah

May 1, 1942.

UTAH—PARTNERSHIP ACKNOWLEDGMENT

STATE OF _____ } ss:
COUNTY OF _____ }

On the _____ day of _____, A.D. 193 , personally appeared before me
known to be the persons who signed the above instrument in behalf of and as members of the copartnership of _____
_____, and duly acknowledged to me that they executed the same on behalf of said copartnership

My commission expires: _____ Notary Public.
Residing at _____

UTAH—CORPORATE ACKNOWLEDGMENT

STATE OF _____ } ss:
COUNTY OF _____ }

On the _____ day of _____, A.D. 193 , personally appeared before me
who, being by me duly sworn, did say that they are the _____
(president, vice president, or secretary) of _____
a corporation, and that said instrument was signed in behalf of said corporation by authority of its bylaws and resolution of its board
of directors, and said _____ acknowledged to me that said corporation executed the same.

My commission expires: _____ Notary Public.
Residing at _____

CORPORATE AFFIDAVIT OF GOOD FAITH

STATE OF _____ } ss:
COUNTY OF _____ }

_____, being first duly sworn deposes and says that they are the
_____ and _____ (president, vice president, or secretary) of
_____, a corporation, the Mortgagor described in, and which executed
the foregoing mortgage, and that they make this affidavit for and on its behalf; that said mortgage is made in good faith to secure
the amount named therein, and without any intent or design to deceive, hinder, delay, or defraud creditors of the mortgagor.

Subscribed and sworn to before me this _____ day of _____, 193
My commission expires: _____ Notary Public.
Residing at _____

No. _____

CHATTEL MORTGAGE

TO

**REGIONAL AGRICULTURAL CREDIT
CORPORATION OF SALT LAKE
CITY, UTAH**

Dated _____

The within chattel mortgage was filed for record in
my office as a chattel mortgage on the _____
day of _____, 193 , filing no. _____
at _____ minutes past _____
o'clock _____ M.

[SEAL] _____ County Recorder.

County _____

State of _____

U. S. GOVERNMENT PRINTING OFFICE : 16-1814

PLEASE FILL IN THE FOLLOWING CERTIFICATE ON THE DUPLICATE ORIGINAL BEFORE RETURNING TO MORTGAGEE

171- No. 22947

STATE OF _____ } ss:
COUNTY OF _____ }

I hereby certify that an exact duplicate original of
the within chattel mortgage was filed for record in
my office on the _____ day of _____
_____ 1937, at _____ o'clock
A.M. and received filing number 22947

[SEAL] _____ Recorder.
Deputy.