

This Chattel Mortgage, made this -9th- day of September ,
one thousand nine hundred and thirty-nine , by
HERMAN WEBERT WEBER , and
~~his wife~~ of the County of Eureka , State of Nevada ,
mortgagor , to Harry Harker , of the City of
County of Eureka , State of Nevada , mortgagee .

Witnessed

That the mortgagor mortgages to the mortgagee all that personal property located in the
County of Eureka , State of Nevada , described as follows, to-wit:

That certain FORD SEDAN, 1934 Model , Motor Number 18-1004706 ,
Nev. License number, 20-202, together with that certain House ~~Ex~~
Trailer, 1937- 2300 UN- Utah License # 4 13 38 PL.

The mortgagee in good condition, and care for, inspect and protect the same, and in general to exercise such care in regarding, managing, repairing and feeding all live stock subject to the lien of the mortgage as is consistent and in accord with good business, and with the customary manner of handling that kind of live stock which is subject to the lien hereof. Should said live stock or any part thereof at any time, in the

all sums so paid shall bear interest at the rate of **six** (6%) per cent. per annum and be immediately repayable to the mortgagee.....
become due and payable, and that upon failure so to do the mortgagee may pay the same and
gagge..... first had and obtained; that he will pay all taxes now levied and/or which may hereafter
be removed from the county wherein the mortgaged property is located at the time the mortgage
is executed, during the time said mortgage is in force, without the written consent of the mort-
gagee..... That the mortgagor will not sell or dispose of or attempt to dispose of any such personal property
to the mortgagee, and the attorney's fees, costs and expenses herein mentioned.

This mortgage is also given to secure any future advances which the mortgagee may make to
the mortgagee and any other indebtedness which may hereafter become owing from the mortgagor.

(Herman Slbert Weber)

This note is secured by a mortgage bearing even date herewith.
holder of this note, without notice.....
sum shall forthwith become due and payable at the election of the
days after the same becomes due, then the whole of said principal
in case said interest or any part thereof, is not paid within ten
part thereof, and thereafter bear interest at the same rate. And
it became due it shall be added to the principal and become a
annually in lawful money, and if said interest is not paid
at the rate of six per cent per annum, said interest payable semi-
of the United States, with interest thereon from date until paid
at Beowawe, Nevada, the sum of three hundred Dollars, in lawful money
On demand after date, I promise to pay to Harry Harke, or order,
\$300.00
Beowawe, Nevada, Sept. 9, 1939

promissory note dated Sept. 9, 1939, and in the words and figures following, to-wit:
(6%) per cent. per annum according to the terms and conditions of a certain
Dollars, lawful money of the United States of America, with interest thereon at the rate of **six**

THREE HUNDRED DOLLARS

as security for the payment to the said mortgagee of the sum of

opinion of the mortgagee....., require care, attention or protection other than that provided by the mortgagor....., then the mortgagee..... may enter or cause entry to be made upon any property where the mortgaged live stock or any part thereof may be found, and assume control, custody and possession of the same, and at the expense of the mortgagor..... care for, protect, and attend to the same in such manner as may deem necessary.

This mortgage shall be void if said promissory note and other indebtedness hereby secured shall be paid when the same shall become due and payable, but in case of default in the payment of any sum hereby secured when the same shall become due and payable, or in case of default in any of the other terms of this mortgage to be by the mortgagor..... kept or performed, all indebtedness of the mortgagor..... shall immediately become due and payable, and the mortgagee....., successors, heirs, or personal representatives, with the aid of any other person or persons, may enter any premises where said personal property may be, and take, carry away, sell or dispose of the same for the best price that can be obtained therefor, either through foreclosure proceedings in a court of competent jurisdiction or by public or private sale without proceedings in court, at the option of the mortgagee....., and may sell all of said property in the manner prescribed by law, it being expressly agreed that the proceedings for the foreclosure of this mortgage upon the live stock described above may, at the option of the mortgagee....., be prosecuted simultaneously with the non-judicial proceedings for the sale of said property or may be included in the foreclosure action thereon. Out of the proceeds arising from the sale of said personal property the mortgagee..... may retain the principal and interest of the said promissory note, together with all costs and charges of such sale, including a reasonable attorney's fee and all other sums then owing from the mortgagor..... to the mortgagee..... and all sums which the mortgagee..... may have expended for the protection of the title of said premises and said security, including taxes, assessments, licenses, liens, and other charges, and the surplus, if any, shall be paid by the party making such sale, on demand, to the mortgagor....., assigns or personal representatives.

It is the intention of the parties hereto, that this mortgage shall take effect upon all agricultural crops when planted, when such agricultural crops are mortgaged or subject to the lien of this mortgage and when the mortgage is executed before such crops are planted.

IN WITNESS WHEREOF, the mortgagor..... has hereunto subscribed his name....., the day and year first above written.

Herman Albert Weber

STATE OF *Nevada* { ss.
COUNTY OF *Lander*

On this 9 day of September, 1939, personally appeared before me, the undersigned notary public, in and for said county and state, Herman *Albert Weber* and known to me to be the person described in and who executed the foregoing mortgage, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal, the day and year in this certificate first above written.

My commission will expire on the 21 day of July, 1941.

Louis A. Lemoine
NOTARY PUBLIC Notary Public.
In and for the County of Lander, State of Nevada

Chattel Mortgage

TO

Dated, 1935

Filed at the Recorder of
Harry Vanner

August 15, 1935.

at 45 min. past 3 o'clock P.M.

File No. 22122

Place Filed

Fee

County Records
Lester Mervall

Recorder.

Deputy Recorder.

Indexed

A mortgage of personal property or crops must be filed in the office of the county recorder of the county in which the mortgagor resides if the mortgagor is a resident of this state, and it shall also be filed in the county in which the property抵押 is located, unless the mortgagor is a corporation, and it shall be filed in the county in which the principal place of business of said corporation is located. Where the mortgagor is a corporation, said mortgage shall be filed in the county in which the principal place of business of said corporation is located, and where the mortgagor is a corporation it shall be sufficient if said mortgage be filed in the county in which the principal place of business of said corporation is located, and it shall be filed in the county in which the mortgagor resides if the mortgagor be a resident of this state, and it shall also be filed in the county in which the property抵押 is located at the time of the execution thereof. If the mortgagor is a nonresident of this state, said mortgage shall be filed in the office of the recorder of the county in which the mortgagor resides in the state where the property抵押 is located, or any part thereof, is located at the time the mortgage is executed. Session Laws, 1935.

Section 4, Chapter 116, Session Laws, 1935.