

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

Eureka, State of Nevada, mortgagee.

~~Witnesseth~~

That the mortgagor mortgage^s 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 ~~Tr~~
Trailer, 1937- 2300 UN- Utah License # 4 13 38 PL.

The mortgagor... covenant... to keep all live stock mortgaged or subject to the lien of the mortgage in good condition, and care for, inspect and protect the same, and in general to exercise such care in rearing, branding, ranging 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

gage first had and obtained; that he will pay all taxes now levied and/or which may hereafter

That the mortgagor will not sell or dispose of or attempt to dispose of any such personal property or remove the same from the county wherein the mortgaged property is located at the time the mortgage thereupon is executed, during the time said mortgage is in force, without the written consent of the mort-

to the mortgagee, and the attorney's fees, costs and expenses herein mentioned.

the mortgagor and any other indebtedness which may hereafter become owing from the mortgagor

This mortgage is also given to secure any future advances which the mortgagee may make to

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(Herman Albert Weber)

On demand after date, I promise to pay to Harry Barker, or order, at Beowawe, Nevada, the sum of three hundred dollars, in lawful money of the United States, with interest thereon from date until paid at the rate of six per cent per annum, said interest is not payable annually in like lawful money, and it said interest is not paid as it become due it shall be added to the principal and become a part thereof, and thereafter bear interest at the same rate, and in case said interest or any part thereof, is not paid within ten days after the same becomes due, then the whole of said principal sum shall forthwith become due and payable at the election of the holder of this note, without notice.

\$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..... ha^s hereunto subscribed..... his name....., the day and year first above written.

Herman Albert Weber

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

On this *9* day of *September*, 19*39*, 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*, 19*41*.

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

Chattel Mortgage

TO

Dated 19

Filed at the Request of

Harry Starker

Sept. 15, 1939

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

File No. *23123*

Place Filed

Fee: *50¢*

Quetta

County Records

Peter Merzald

Recorder.

By

Deputy Recorder.

Indexed

Section 4, Chapter 116, Session Laws, 1935

A mortgage of personal property or crops is void as against creditors of the mortgagor and subsequent purchasers or encumbrancers of the mortgaged property in good faith and for value, unless the mortgage, or a copy thereof certified to be such by a notary public or other officer authorized to take acknowledgements, or an executed counterpart of such mortgage, is filed, but not for recordation, in the office of the recorder of the county where the mortgagor resides at the time the mortgage is executed, or in case the mortgagor is a nonresident of this state, in the office of the recorder of the county or counties where the property mortgaged is located at the time the mortgage is executed. A mortgage of personal property or crops when so filed operates as constructive notice to all persons of the contents thereof. Section 4, Chapter 116, Session Laws, 1935.

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 be a resident of this state, and it shall also be filed in the county in which the property mortgaged is situated at the time of the execution thereof. Where the mortgagor is a corporation, said mortgage shall be filed in the county in which said corporation has its principal office, and where the mortgagor is a partnership it shall be sufficient if said mortgage be filed in the county in which the principal place of business of said partnership is located.

If the mortgagor is a nonresident of this state, said mortgage shall be filed in the office of the recorder of the county or counties within this state where the property mortgaged, or any part thereof, is located at the time the mortgage is executed. Section 5, Chapter 116, Session Laws, 1935.

