

CHATTEL MORTGAGE

THIS INDENTURE, made this 13 day of December, 1939, between **FERMIN ESPINAL**, of Eureka County, State of Nevada, the party of the first part, hereinafter termed the Mortgagor, and **THE FIRST NATIONAL BANK OF ELY, NEVADA**, a corporation organized and existing under the National Banking Laws of the United States, and doing business in Ely, White Pine County State of Nevada, hereinafter called the Mortgagee;

WITNESSETH: That the said Mortgagor in consideration of the sum of **EIGHT THOUSAND (\$8,000.00) Dollars**, to him in hand paid by the said Mortgagee, the receipt of which is hereby acknowledged, does by these presents grant, bargain, sell, assign, transfer and set over unto said Mortgagee, its successors and assigns forever, all and singular the following described personal property, situate and being in Eureka County and Nye County, Nevada, to-wit;

- | | | | | |
|------|-----------------|---|---|---|
| 1292 | ewe lambs |) | Wool brand | 10 |
| 185 | ewes age 1 yr. |) | | |
| 273 | " " 2 yrs. |) | Ear mark-over bit on left ear | |
| 293 | " " 3 yrs. |) | | |
| 476 | " " 4 yrs. |) |  |  |
| 252 | " " 5 yrs. |) | | |
| 172 | " " 6 yrs. |) | | |
| 183 | " " over 6 yrs. |) | | |
| 37 | Bucks |) | | |

3163

TOGETHER with any and all increase, substitutions of and additions to said property, this instrument to take effect upon, cover and include all such increase, substitutions and additions as soon as the same shall be made or brought into existence, or become incorporated with said described property as part and parcel thereof.

TO HAVE AND TO HOLD, the above described property with the increase, substitutions and additions aforesaid, in accordance with the provisions hereinafter contained.

THIS CONVEYANCE IS GIVEN AND INTENDED as a mortgage to secure the payment of an indebtedness of **EIGHT THOUSAND (\$8,000.00) Dollars**, owing from said Mortgagor to said Mortgagee, and evidenced by said Mortgagor's certain promissory note in words and figures following, to-wit;

\$ 8,000.00	Ely, Nevada, December 13, 1939. after date, for value received, I, we or either of us,
Int.	Three years promise to Pay to the order of
Date	<p style="text-align: center;">The FIRST NATIONAL BANK of Ely</p> Eight thousand & no/100 In Lawful Money of the United States of America
No.	at THE FIRST NATIONAL BANK OF ELY, in Ely, Nevada, with interest thereon, in like money at the rate of <u>six</u> per cent per annum, payable <u>quarterly</u> from <u>date</u>
P. O.	until maturity, and thereafter at the rate of <u>six</u> per cent per annum until paid, and if not paid at maturity and this note be placed with an attorney for collection, or if suit be instituted for its collection, I, we or either of us, agree to pay in either case reasonable attorney's fees. The makers, sureties, guarantors and endorsers hereof severally waive presentment for payment, protest, notice of protest and of non payment of this note. If the interest on this note is not paid at the time it becomes due the holder of this note at its option may declare the whole due and payable.
Due	This note is secured by mortgage..... to payee, dated <u>December 13, 1939</u> , on <u>personal</u> property situated in the state of <u>Nevada</u> .
_____ _____ _____	<p style="text-align: right;">S/ FERMIN ESPINAL</p> _____ _____ _____

COPY

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 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.

This mortgage also secures payment of any and all 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.

AND THESE PRESENTS shall be void, if payment be made according to the tenor and effect thereof, or if the same be satisfied by any sale or disposition of this property for that purpose by the holder of this mortgage.

Said Mortgagor covenants that he will properly care for, preserve and protect and the said property while the same is in his possession, and will not sell or dispose of the same or any part thereof, without the consent of the holder hereof, or remove or suffer to be removed any part hereof from said Eureka and Nye Counties Nevada, and will not allow the same or any part thereof to be taken from his possession by legal process or otherwise, except by the holder hereof to whom the said Mortgagor will deliver the whole of said property upon demand. That the said Mortgagor will at all times until the mortgage debt is paid, own and also maintain subject to the lien of this mortgage, the same number of live stock of the same kind as described herein and made subject to the lien herein.

IT IS FURTHER UNDERSTOOD AND AGREED that the process of any sale or disposition of said property shall be applied;

FIRST: To the repayment of all such payment and advances as are hereinbefore mentioned.

SECOND: To the payment of the attorney's fees in said note provided the costs and expenses of sale, and costs of suit, if any.

THIRD: To the payment of the principal and interest of said indebtedness;

FOURTH: The overplus if any there be, shall be paid to the Mortgagor or his order, upon demand. It is expressly agreed that if the moneys received from any sale or disposition of said property shall be insufficient to pay all expenses, advances, outlays, principal, interest, attorney's fees and costs, the said Mortgagor shall only receive credit upon said note for the amount applicable to the payment thereof, and the holder thereof and may thereafter proceed as though only partial payment had been made thereon, and have judgment for any deficiency.

The Mortgagor does hereby agree that he will, upon demand for possession of said property or any part thereof under any of the provisions hereof, deliver and surrender possession thereof to the Mortgagee and that

he will hold the Mortgagee free and harmless from any damage of any nature whatsoever which may be sustained by the said Mortgagor, by reason of the Mortgagee taking possession of the mortgaged property under any of the terms of or conditions of this mortgage.

Every Covenant, stipulation and agreement herein contained shall bind and inure to the benefit of the said Mortgagor and the Mortgagee and their respective heirs, executors, administrators, successors and assigns.

This mortgage is intended to secure and does secure the performance of the terms and conditions of said mortgage and all of the following covenants adopted by reference.

THE FOLLOWING COVENANTS: Covenant No. 1; Covenant No. 2, 20%; Covenant No. 3, 6%; Covenant No. 4; Covenant No. 5; Covenant No. 6; Covenant No. 8; Covenant No. 9; Covenant No. 10; Covenant No. 11; Covenant No. 12; Covenant No. 13; Covenant No. 14 and Covenant No. 15 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." and approved March 23, 1927, being Sections 4330-4336, Nevada Compiled Laws, 1929, are hereby adopted and made a part of this Chattel Mortgage.

IN WITNESS WHEREOF, the said Mortgagor has hereunto set his hand the day and year first above written.

Fermin Espinal

STATE OF NEVADA)
) :ss
COUNTY OF WHITE PINE)

ON THIS 13 day of December, 1939, before me a Notary Public, in and for said County and State, personally appeared FERMIN ESPINAL, known to me to be the person described in and who executed the foregoing mortgage and who duly acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

Notary Public, Frank B. Baird
in and for said County and State.

My Commission Expires, July 18, 1941

STATE OF NEVADA)
 :ss
COUNTY OF WHITE PINE)

FERMIN ESPINAL, being first duly sworn, according to law upon oath, deposes and says; that he is the Mortgagor named in the foregoing Chattel Mortgage; that the aforesaid Chattel Mortgage is made in good faith and without any design to hinder, defraud or delay creditors.

Termin Espinal

SUBSCRIBED AND SWORN TO, before me this 13 day of December, 1939

NOTARY PUBLIC, Howard B. Bant in and for said County and State.

My Commission Expires, July 18, 1941.

o o o o o o o o

STATE OF NEVADA)
 :ss
COUNTY OF WHITE PINE)

JAY E. BRINTON, being first duly sworn, according to law, upon oath, deposes and says; that he is the Vice-president of and Cashier of the **Mortgagee Corporation** that executed the foregoing mortgage and that as such officer he makes his affidavit on behalf of said corporation; that the aforesaid mortgage is made in good faith and without any design to hinder, delay, or defraud creditors.

J. E. Brinton

SUBSCRIBED AND SWORN TO, before me this 13 day of December, 1939.

NOTARY PUBLIC, Howard B. Bant in and for said County and State.

My Commission Expires, July 18, 1941.

File No. 25220

Filed at the request of

Jay E. Brinton

Nov. 15, 1939 at

9:30 A.M.

John Merrials

Recorder

COPY