

MORTGAGE.

THIS MORTGAGE, made this 16th day of February, 1940, by and between JOSEPH SORHOLUS, and JEANNE SORHOLUS, his wife, both of the town of Eureka, County of Eureka, State of Nevada, parties of the first part and mortgagors, to D.J. HURLEY, of the same place, party of the second part, Mortgagee,

W I T N E S S E T H:

That the said mortgagors, for and in consideration of the sum of \$1,500.00, lawful money of the United States of America, to them in hand paid by the said mortgagee, the receipt whereof is hereby acknowledged, and in further consideration of the indebtedness hereinafter recited, and for other good and valuable consideration do by these presents, grant, bargain, sell, convey and confirm unto the said party of the second part, and to his successors and assigns forever, all those certain lots, piece or parcel of land situate, lying and being in the Town of Eureka, County of Eureka, State of Nevada, particularly described as follows, to-wit:

Lot Eleven (11) in Block Twenty-two (22), according to the official map now on file in the office of the County Recorder of said County of Eureka, State of Nevada, together with brick building situate thereon.

Together with all furniture, fixtures, bar fixtures, glasses, stoves and all other chattels contained in said building.

Together with the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof;

This conveyance is by way of mortgage from the said mortgagors to the said mortgagee as security for the payment to the said mortgagee by said mortgagors of the sum of \$1,500.00, current lawful money of the United States of America, together with interest thereon at the rate of 6% per annum, according to the terms and tenor of that certain promissory note in the words and figures following, to-wit:

\$1,500.00

Eureka, Nevada, February 16th, 1940.

One Year after date, without grace, for value received, we, or either of use, promise to pay to D.J. HURLEY of Eureka, or order, in Eureka, Nevada, the sum of Fifteen Hundred DOLLARS in lawful money of the United States, with interest thereon at the rate of 6 per cent. per annum from date until paid. Interest payable annually, also after judgment.

The endorsers, sureties, guarantors and assignors, severally waive presentation for payment, protest and notice of protest for non-payment of this note, and all defenses on the ground of any extension of time of its payment at or after maturity that may be given by the holder or holders, to them or either of them, or to the maker or makers thereof, or either of them. In the event of the non-payment of this said note at maturity, or its collection by suit, we, or either of us agree to pay all expenses that may be incurred thereby, including a reasonable attorney's fee, and to that end bind ourselves, our heirs, executors, administrators and assigns forever, For the purpose of attachment or levy of execution, this note shall be payable wherever we, or either of us, may be situated, at the option of the holder.

Joseph Sorholus
Jeanne Sorholus

The following covenants Nos. 1; 2, 10%; 3 10%; 4; 5; 6; 7 \$1,500.00; 8; 9; 14; and 15 of Section one (1) 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" are hereby adopted and made a part of this mortgage.

IN WITNESS WHEREOF, the said mortgagors have hereunto set their respective hands the day and year first hereinabove written.

Joseph Sorholus
Jeanne Sorholus

State of Nevada,)
County of Eureka.) ss.

On this 16th day of February, A.D. 1940, personally appeared before me, Peter Merialdo, County Recorder & Auditor, in and for the County of Eureka, State of Nevada, JOSEPH SORHOLUS, and JEANNE SORHOLUS, his wife, known to me to be the persons described in, and who executed the foregoing instrument, who acknowledged to me, that they, and each of them, 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 first above written.

Peter Merialdo

State of Nevada,)
) ss.
County of Eureka.)

Joseph Sorholus and Jeanne Sorholus, mortgagors in the foregoing mortgage named, and D.J. Hurley, the mortgagee in said mortgaged named, being duly sworn, each for himself/herself, deposes and says: that the aforesaid mortgage is made in good faith and given for a debt actually owing from the mortgagors; that the amount of such debt is \$1,500.00 and the character of said debt is money loaned, and that the mortgage is not made to hinder, delay or defraud any creditors of the mortgagors.

Joseph Sorholus
Jeanne Sorholus
D.J. Hurley

Subscribed and sworn to before
me, this 16th day of Feb, 1940.

Detlev Meriardo
County Recorder & Auditor, Eureka
County, Nevada.

File No. 23318
RECORDED AT THE REQUEST OF
D. J. Hurley
Feb. 17. A. D. 1940
At 30 minutes past 2 P. M.
in Liber G. of Mortgages
Page 211. Records of
EUREKA COUNTY, NEVADA.
Peter Meriada Recorder
By Deputy

File No. 23319

Filed as a Chattel Mortgage
at request of D. J. Hurley
Feb. 17-1940
At 35 minutes past 9 AM

Peter Meriada
Recorder

I HEREBY CERTIFY THAT THIS MORTGAGE HAS
BEEN FULLY PAID, SATISFIED AND DISCHARGED.
DATED:

D. J. Hurley
March 26, 1943