

THIS MORTGAGE, made the 24th day of February, A. D., 1940, between A. I. ALLEN and LOIS ALLEN, his wife, both of the County of Eureka, State of Nevada, the parties of the first part, mortgagors, and ED FILIPPINI of the County of Lander, State of Nevada, the party of the second part, mortgagee,-

- W I T N E S S E T H: -

THAT WHEREAS, the said mortgagors are justly indebted to the said mortgagee in the sum of SEVEN THOUSAND EIGHT HUNDRED FIFTY FOUR AND 60/100 DOLLARS (\$7854.60), lawful money of the United States of America, evidenced by two certain promissory notes, bearing even date with these presents, which said promissory notes are in the words and figures following, to-wit:-

\$500.00

Elko, Nevada, February 24, 1940

On or before July 1, 1940, after date, without grace, for value received, we jointly and severally promise to pay to the order of ED FILIPPINI, in Elko, Nevada, or wherever payment shall be demanded in the State of Nevada, or elsewhere, at the option of the holder hereof, the sum of FIVE HUNDRED DOLLARS (\$500.00), in current lawful money of the United States, with interest in like money at the rate of six per cent (6%) per annum from date until paid. The makers and endorsers hereof waive demand, protest, notice and diligence. We further, jointly and severally, promise that if this note is not fully paid at maturity, to pay all costs and expenses, including a reasonable attorney's fee, that may be incurred in collecting this note, or any part thereof by suit.

Interest payable at maturity.

A. I. ALLEN

LOIS ALLEN

\$7,354.60

Elko, Nevada, February 24, 1940.

For value received, we jointly and severally promise to pay to the order of ED FILIPPINI, in Elko, Nevada, or wherever payment shall be demanded in the State

of Nevada, or elsewhere at the option of the holder hereof, the sum of SEVEN THOUSAND THREE HUNDRED FIFTY FOUR and 60/100 DOLLARS (\$7,354.60), in current lawful money of the United States of America, with interest thereon in like money from the date hereof until paid, at the rate of six per cent (6%) per annum in manner following that is to say,- in installments as follows,- the sum of \$250.00 on or before February 24, 1941, together with the full amount of interest then due on the said principal sum; the sum of ~~\$1,000.00 on or before February 24, 1942~~, and the sum of \$1,000.00 on or before the 24th day of February of each and every year thereafter until the full principal sum shall have been fully paid, together with interest on all sums remaining unpaid, which interest shall be paid at the time the said installments are paid. We further jointly and severally promise and agree that in case of default in the payment of any of said installments, when, by the terms hereof, the same shall become due, the whole of said principal sum then remaining unpaid, together with interest that shall have accrued thereon, shall forthwith become due and payable at the election of the holder of this note. 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 that may be given by the holder or holders to them, or either of them, or to the makers hereof. In the event of non-payment of said note at maturity, or its collection by suit, we agree to pay all expenses that may be incurred in the collection of this note, including a reasonable attorney's fee, and to that end we 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 may be situated, at the option of the holder or holders.

Interest payable annually.

A. I. ALLEN

LOIS ALLEN

NOW THIS MORTGAGE WITNESSETH:-

That the said mortgagors, for and in consideration of the premises, and the sum of One Dollar (\$1.00) to them in hand paid by the said mortgagee, the receipt whereof is hereby acknowledged, have granted, bargained, sold, assigned, conveyed, confirmed and set over, unto the said mortgagee, his heirs, and assigns forever, all those certain pieces and parcels of land situate, lying and being in the County of Eureka, State of Nevada, and those certain chattels and that certain personal property sithate in the County of Eureka, State of Nevada, all of which pieces and parcels of land and said

chattels and personal property are particularly described as follows,  
to-wit:-

Lots 11, 12, 13, 14 and 15, of Block 11, of said Town of Beowawe, County of Eureka, State of Nevada, which said Lots 13, 14 and 15 in said block 11 are each of the dimensions of 25x140 feet, aggregating a front of 75 feet and 140 feet deep, and situate 200 feet, more or less, from the depot of the Southern Pacific Railroad Company on the South. The whole front of 75 feet being known as the Longmore House. And which said Lots 11 and 12 in said Block 11, as designated by the survey of Beowawe, Nevada, front on survey of the Western Pacific Railway Company track, and about 200 feet more or less to the north of Southern Pacific Company depot in said Town.

Together with all buildings and improvements thereon.

Said property being acquired by said grantors of the mortgagors under certain decree of distribution in the matter of the Estate of JOSEPHINE WEBER, Deceased, made and entered in the District Court of the Third Judicial District of the State of Nevada, in and for the County of Eureka, on the 7th day of July, 1938, a certified copy of which decree is recorded in the office of the County Recorder of said County of Eureka, State of Nevada.

Also all furniture, fixtures and equipment now in and upon said premises and used in connection therewith,

It is understood and agreed that all substitutions and additions to the personal property and chattels herein described is property mortgaged hereunder and subject to the lien of this mortgage.

All sums secured by any of the terms of this mortgage are hereby declared to be a lien upon the property above described and this mortgage is intended to secure, and the mortgagors do hereby mortgage the above described property and the whole thereof to the said mortgagee for the purpose of securing:-

First:- The performance of the promises and obligations of this mortgage and the payment of the indebtedness above described, with interest, as evidenced by the promissory note hereinabove set forth.

Second:- The payment of a reasonable attorney's fee in case suit is started for the collection of said note, and the payment of all costs and expenses of such suit, whether said suit be pro-

secured to judgment or not, and also all costs of any sale made hereunder without court proceedings, including in case of such sale, an attorney's fee equal to fifteen (15) per cent of the amount due at the date of such sale upon the principal and interest of the promissory notes above set forth.

Third:- The payment in lawful money of the United States of all sums expended or advanced by the mortgagee, for taxes or assessments levied or assessed against the property secured hereby or for any other purpose provided for by the terms of this mortgage, together with interest upon any such sums from the date of payment by the mortgagee until repaid at the rate of six per cent (6%) per annum.

Fourth:- The payment in lawful money of the United States of any and all moneys other and in addition to those expressly mentioned herein, that may hereafter become or be due or payable from said mortgagors to the said mortgagee from any cause whatsoever, not exceeding the sum of \$250.00.

These presents are upon the express condition that if all sums of money secured hereby to be paid shall be paid, at the times and places and in the manner herein mentioned, then, and in that case, these presents and the estate hereby mentioned shall cease, determine and be void, and the said mortgagors for themselves and their heirs, executors, administrators and assigns, do hereby covenant, promise and agree to pay the said mortgagee, his heirs and assigns, in lawful money of the United States, all sums secured hereby to be paid, as aforesaid, at the times and in the manner herein and in said promissory notes specified, and if default shall be made in the payment of the principal or interest, or any part thereof, respectively, as provided in the promissory notes herein above set forth, at the time in said notes specified for the payment thereof, then, and in any such case, the whole of said principal sum which shall then remain unpaid, shall forthwith become payable,

although the time expressed in said note§for the payment thereof shall not have arrived, and in the event of such default, suit may be immediately brought by the mortgagee, his heirs and assigns, and a decree be had for the sale of the said property and premises, with all and every of the appurtenances or any part thereof, in the manner prescribed by law, and out of the money arising from such sale there shall be paid the principal and interest due upon said promissory note§ together with the costs and charges of making such sale, including attorney's fees and all other sums secured by these presents, any any overplus shall be paid over to the mortgagors, their heirs executors, administrators and assigns.

It is expressly covenanted that the mortgagee may become the purchaser of the mortgaged property, or any part thereof, at any sale under any of the terms of this mortgage.

The mortgagors, for themselves and their heirs, executors, administrators and assigns, hereby covenant, promise and agree to pay and discharge as soon as due, all taxes, assessments, liens or other encumbrances now subsisting or hereafter to be laid or imposed upon said property and premises, including taxes, if any are levied or assessed upon this mortgage, or upon the debt secured hereby, and hereby waive the right to treat the payment of such taxes or assessments as a payment on the debt hereby secured, or as being to any extent a discharge thereof. In case said taxes, assessments, liens, or encumbrances so agreed to be paid be not so paid, then the mortgagee, being hereby made the sole judge of the legality thereof, may, without notice to the mortgagors, pay such taxes, assessments, liens or encumbrances, or cause the same to be removed by suit or otherwise, all at the cost of the mortgagors.

The mortgagors further expressly covenant and agree for themselves and their heirs, executors, administrators and assigns, to repay to the mortgagee, his heirs and assigns, upon



demand, any and all sums which may be advanced by the mortgagee under any of the terms of this mortgage, together with interest thereon at the rate of six per cent (6%) per annum, from date of payment until repaid to mortgagee.

The following covenants, Nos. One; Two (fifteen per cent); Three (six per cent); Four; Five; Six; Seven (\$ 7000.<sup>00</sup>); Eight; Nine; Ten; Eleven; Twelve; Thirteen; Fourteen and Fifteen of Section 1 of an Act entitled, "An Act relating to mortgages of 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 mortgagors have executed these presents the day and year first above written.

A. I. Allen

Lois Allen

STATE OF NEVADA     )  
                              ) SS.  
COUNTY OF ELKO     )

On this 24 day of February, A. D., 1940, personally appeared before me, a Notary Public in and for the County of Elko, State of Nevada, - A. I. ALLEN and LOIS ALLEN, his wife, - known to me to be the persons described in and who executed the within and foregoing instrument; who acknowledged to me that he/she 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 at my office in the said County and State, the day and year in this certificate first above written.

[Signature]  
Notary Public

~~1 copy attached~~  
~~Record attached~~

File No. 23321

Filed at the request of

H.W. Castle & D.G. Castle

Feb. 28- 1940

At. 11:20 A.M.

Peter Meriando  
Recorder

COPY