

Loan A 19590
NB

Crop and Chattel Mortgage

THIS MORTGAGE made this 8th day of April, 1940

by JOSIE ALMA WOODS, also known as JESSIE ALMA WOODS, also known as ALMA WOODS, a single woman,

a resident of Austin County of Lander, State of Nevada, occupation farming, Mortgagor, and the LAND BANK COMMISSIONER, acting pursuant to Part 3 of the Act of Congress known as the Emergency Farm Mortgage Act of 1933, having an office in the City of Berkeley, State of California, Mortgagee,

WITNESSETH: That the said Mortgagor mortgages to the Mortgagee all that certain personal property described as follows, to-wit: ~~All crops now growing and/or to be grown and produced during the year~~ and each year thereafter until the debt hereby secured is fully paid, ~~XX upon that certain land situate in the County of~~ State of ~~_____~~, and more particularly described as follows:

<u>No.</u>	<u>KIND</u>	<u>Location of Brand</u>	<u>Age</u>
109	Cows	All cattle are branded thus: <u>70</u> (on right ribs) and earmarked thus:	2-8 yrs. old
28	Heifers		1 yr. old
35	Steers		1 yr. old
33	Steers		1 yr. old
15	Calves		
4	Bulls, registered		

Which said personal property is now in the possession of the Mortgagor, and located upon that certain land situate in the Counties of Eureka and Lander, State of Nevada, and more particularly described in the Land Bank Commissioner Deed of Trust dated June 1, 1934, and recorded September 24, 1934 in Book G of Mortgages, page 17, Records of Eureka County, Nevada, and recorded July 20, 1934 in Book 58 of Deeds, page 578, Records of Lander County, Nevada.

together with all the increase thereof and additions thereto, whether natural or otherwise, and also all wagons, harness, saddles, farm implements, machinery, tools, appliances and equipment, hay, grain, fodder, supplies, range and camp equipment, wherever situated in the said County and State.

All the increment thereof, including wool, together with all registration papers having to do with such animals as may be registered, together with all brands and irons by which said brands or any of them were made, and the sole and exclusive right to the use and transfer of said brands and irons.

Together with any and all present and hereafter acquired right, title and interest whatsoever of the Mortgagor in and to any and all ranges, allotments, forest rights, grazing rights, leases, leasing rights, licenses, easements, pasturage, appliances and equipment wheresoever situated, appurtenant or in anywise pertaining to or used in the running, feeding and caring for said livestock.

Together with any and all water and water rights of every class and description, and any and all appliances and equipment in anywise appertaining to the production, conservation and use of water from whatsoever source and in whatever manner obtained and wheresoever situated now and hereafter at any time owned, possessed or controlled in whole or in part by the Mortgagor, or in which the Mortgagor may have any beneficial interest, which are appurtenant or in anywise pertaining to or used in the running, feeding and caring for said livestock.

TO HAVE AND TO HOLD the same unto the Mortgagee, his successors or assigns forever.

PROVIDED, NEVERTHELESS, if the Mortgagor shall pay to the Mortgagee or his successors or assigns a certain

promissory note dated June 1, 1954, for the principal sum of \$3500.00, bearing interest from date at the rate of five (5%) per centum per annum, payable semi-annually, the first payment of interest being payable on the first day of December, 1954; said principal sum being payable in semi-annual installments of \$175.00 each, the first of said installments being payable on the first day of December, 1957, and the remaining installments being payable semi-annually thereafter until said principal sum and interest are fully paid; said note being executed by the Mortgagor to the order of the Land Bank Commissioner and being payable at his office in the City of Berkeley, State of California.

And shall also repay to the Mortgagee any and all sums which the Mortgagee may or shall hereafter loan to or advance for the account of the Mortgagor, all of which sums and the promissory notes which may be executed therefor, are and shall be secured by this mortgage, fully and equally, with the above described note; and shall also keep and perform all and singular the covenants and agreements herein contained; THEN THIS MORTGAGE TO BE NULL AND VOID; OTHERWISE TO REMAIN IN FULL FORCE AND EFFECT.

The Mortgagor promises and agrees to pay all taxes, assessments and liens now subsisting or which may hereafter be imposed by National, State, County, City or other authority upon the property hereby mortgaged, and said Mortgagor agrees that said Mortgagee may pay such taxes, assessments, or liens without notice and that said Mortgagor will repay the Mortgagee on demand all sums so paid with interest at five (5%) per centum per annum, and this mortgage shall be security for all sums so paid by the Mortgagee, together with interest thereon, and the Mortgagee shall be the sole judge of the legality or validity of such taxes, assessments or liens.

The Mortgagor guarantees the payment to the Mortgagee of the full proceeds of all checks, and/or drafts transmitted in connection with any indebtedness hereby secured.

The Mortgagor agrees that he will expend the whole and every portion of the loan represented by the above described note for the purposes specified in his application, unless the mortgagee in writing shall give his consent to a modification thereof; said mortgage and the note or notes secured thereby being executed and delivered under and in accordance with the provisions of Part 3 of said Emergency Farm Mortgage Act of 1933, and being subject to all the terms, conditions and provisions thereof, which Act and application are hereby referred to and made part hereof the same as if set out in full herein.

As long as the conditions of this mortgage, and of any other mortgage or deed of trust securing said promissory note, are fulfilled the Mortgagor may remain in peaceable possession of the crops and personal property, and in consideration thereof he agrees to keep the same in good condition during the time that he remains in possession; the Mortgagor further covenants that he has good and lawful authority to sell, convey and mortgage said crops and personal property and that he will forever warrant and defend the title thereto and that the same are free and clear of all encumbrances of every kind and nature, except

that certain mortgage dated....., 19....., in favor of.....
NONE

securing a note in the principal sum of \$....., and appearing of record as Entry No.....
or recorded in Vol..... of Crop and Chattel Mortgages, or Official Records, at page....., records of aforesaid County and State.

~~As to all crops not planted upon the execution of this mortgage, it is the intention of the parties hereto that this mortgage shall take effect upon such crops when planted.~~

If the Mortgagor shall fail to carry out and perform any of the conditions, agreements or covenants of this mortgage, or of the note or notes secured thereby, and of any other mortgage or deed of trust securing said note or notes, then the whole indebtedness hereby secured shall, at the option of the Mortgagee and without notice to the Mortgagor, become due and payable forthwith and the Mortgagee may take immediate possession of said property and in accordance with the law in such case made and provided proceed as he may elect, either to foreclose the property in any court of competent jurisdiction, in which case the Mortgagee as a matter of right shall be entitled thereupon to have a receiver of said property appointed by the Court, or to sell said property or so much thereof at public or private sale without notice to the Mortgagor as shall be sufficient to pay the indebtedness hereby secured, together with a reasonable attorney's fee, which fee shall be secured by this mortgage, and all costs and expenses of searching, taking, keeping, and/or selling of said crops and/or personal property; and at any such sale the Mortgagee may become a purchaser.

All the provisions of this mortgage shall apply to and bind the legal representatives, successors and assigns of the respective parties hereto, and it is understood and agreed that the word "Mortgagor" as used herein, and any pronoun referring thereto, is intended to and does include the masculine and feminine genders, and the singular and plural numbers, and that the covenants and agreements of the Mortgagor herein shall be construed to be the joint and several covenants and agreements of all of the persons who sign this mortgage.

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

Signed, sealed and delivered
in the presence of:
.....
Witness

Jessie Alma Woods
.....
.....

Residing at.....

(Note--All chattel mortgages from Utah must be witnessed.)

STATE OF Nevada }
County of Eureka } ss.

On this 24 day of April, 1940, before me, ED DELANEY,
County Clerk
~~a Notary Public~~ in and for said County and State, personally appeared.....

JOSIE ALMA WOODS

known to me to be the person... whose name is subscribed to the within instrument, and acknowledged to me
that she voluntarily and of her free will executed the same, for the purposes and consideration therein
set out.

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

My commission expires:.....

ED DELANEY County Clerk
~~Ex-Officio Clerk of the Third Judicial Court~~

COURT
(S E A L)

Residence.....

STATE OF }
County of } ss.

being duly sworn, depose... and say... that..... the mortgagor... named in the foregoing mortgage; that said
mortgage is made in good faith to secure the amount or amounts therein set forth, and without any design to hinder, delay
or defraud any creditor or creditors of the mortgagor... or any of them.

Subscribed and sworn to before me this.....

day of....., 19.....

Notary Public in and for said County and State.

My commission expires:.....

Residence.....

(S E A L)

STATE OF CALIFORNIA, }
County of Alameda. } ss.

....., being first duly sworn, says:
That he is the Agent of the Mortgagee named in the foregoing mortgage; that the said mortgage is made in good faith to
secure the amount or amounts therein set forth and without any design to hinder, delay or defraud any creditor or creditors of
the mortgagor... or any one of them.

Subscribed and sworn to before me this.....

day of....., 19.....

Notary Public in and for said County and State.

My commission expires:.....

Residence:.....

Agent for the Land Bank Commissioner.

I, E. D. WILSON, a Notary Public in and for the County of Alameda, State of
California, hereby certify that I have examined that certain crop and chattel mortgage from.....

JOSIE ALMA WOODS, also known as JESSIE ALMA WOODS, also known as Alma Woods, single,

to the Land Bank Commissioner, dated the 8th day of April, 1940, and hereby certify that
the above constitutes a full, true, complete and correct copy of said mortgage.

My commission expires August 6, 1942

E. D. Wilson
Notary Public in and for said County and State.

(S E A L)

Residence: Oakland, California

Released
05/27/41
Releaser Attached
This Instrument Exempt from Documentary Stamp Tax.

Crop and Chattel Mortgage

Alma Woods also known as

Jessie Alma Woods

To

LAND BANK COMMISSIONER

Dated April 8, 1940

File No. 23401
Filed for record at the request of

The Federal Land Bank of Berkeley

May 21st, 1940

at 45 min. past 3

o'clock, P. M., and recorded in

Book of

at page, in the office of the

County Recorder of Eureka

County, State of Nevada

Peter Miranda

Recorder.

Deputy Recorder.