

1 THIS MORTGAGE, MADE this 2nd day of August,
2 1940, between STEPHEN DAMELE and TESSIE M. DAMELE, his wife,
3 CHARLES J. DAMELE and JUANITA H. DAMELE, his wife, LEO J. DAMELE
4 and ELLEN H. DAMELE, his wife, and JOHN V. DAMELE, a single man,
5 all of the County of Eureka, State of Nevada, the parties of the
6 first part, Mortgagors, and FRANK J. WINZELL, of the County of
7 Calaveras, State of California, the party of the second part,
8 Mortgagee; it being understood that any gender includes all other
9 genders, the singular number includes the plural, and the plural
10 the singular;

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

12 That WHEREAS, the said Mortgagors are justly
13 indebted to the Mortgagee in the sum of TWENTY-ONE THOUSAND and
14 no/100 (\$21,000.00) DOLLARS, lawful money of the United States of
15 America, evidenced by a promissory note in words and figures as
16 follows, to-wit:

17
18 *\$21,000.00

Elko, Nevada, August 2nd, 1940.

19
20 For value received, We, the undersigned, jointly and severally
21 promise to pay to the order of FRANK J. WINZELL, or order, at the
22 FARMERS & MERCHANTS NATIONAL BANK, Eureka, Nevada, the sum of
23 TWENTY-ONE THOUSAND and no/100 (\$21,000.00) DOLLARS, lawful money
24 of the United States of America, in manner following, that is to
25 say: In eight equal installments of \$2625.00 each, in said lawful
26 money; the first of said installments to be paid in said lawful
27 money on or before the First day of December, 1941, and a like
28 installment in said lawful money on or before the First day of De-
29 cember of each and every year thereafter, until said principal sum
30 shall have been paid in full; that any unpaid installment shall
bear interest at the rate of 6% per annum from date of maturity
until paid in full. Provided, further that any additional part
or all of said obligation, may be paid at any time by the makers
hereof, and shall be credited against future installments not due
at the time of the advance payment.

The makers and endorsers hereof jointly and severally waive demand,
diligence, presentation, notice, protest and suit against the
makers. In case suit is commenced for the collection of this
note, after maturity, or any part of the principal or interest
due hereunder, We promise to pay a reasonable sum in addition as

1 attorney fees.

2 Should default be made in the payment when due on any installment
3 herein agreed to be paid, then the whole sum of principal, to-
4 gether with any interest that might be due shall become immediate-
5 ly due and payable at the option of the holder of this note.

6 STEPHEN DAMELE

7 TESSIE M. DAMELE

8 CHARLES J. DAMELE

9 JUANITA H. DAMELE

10 LEO J. DAMELE

11 ELLEN H. DAMELE

12 JOHN V. DAMELE

13 NOW, THIS MORTGAGE WITNESSETH:

14 That said Mortgagors for and in consideration
15 of the premises, and the sum of ONE (\$1.00) DOLLAR, to them in
16 hand paid by the said Mortgagee, the receipt whereof is hereby
17 acknowledged, have granted, bargained, sold, conveyed, confirmed
18 and set over, and do by these presents grant, bargain, sell, con-
19 vey, confirm and set over unto said Mortgagee, his heirs and as-
20 signs forever:

21 1. All those certain premises situate, lying
22 and being in the County of Eureka, State of Nevada, and being more
23 particularly bounded and described as follows, to-wit:

24 IN TOWNSHIP 24 NORTH, RANGE 49 EAST, M.D.B. & M.,
25 Section 12: NE $\frac{1}{4}$ of SE $\frac{1}{4}$;

26 IN TOWNSHIP 24 NORTH, RANGE 50 EAST, M.D.B.&M.,
27 Section 2: Lot 3 and SE $\frac{1}{4}$ of NW $\frac{1}{4}$;
28 Section 7: Lot 2;

29 IN TOWNSHIP 25 NORTH, RANGE 50 EAST, M.D.B.&M.,
30 Section 24: SE $\frac{1}{4}$ of NW $\frac{1}{4}$; NW $\frac{1}{4}$ of SW $\frac{1}{4}$;
Section 25: S $\frac{1}{2}$ of SW $\frac{1}{4}$; SE $\frac{1}{4}$;

1 Section 28: $W\frac{1}{2}$ of $NE\frac{1}{4}$; $SE\frac{1}{4}$ of $NW\frac{1}{4}$;
2 Section 32: $SE\frac{1}{4}$ of $NE\frac{1}{4}$;
3 Section 33: $NW\frac{1}{4}$ of $NW\frac{1}{4}$;
4 Section 35: $E\frac{1}{2}$ of $NE\frac{1}{4}$; $SW\frac{1}{4}$ of $NE\frac{1}{4}$; $E\frac{1}{2}$ of $SW\frac{1}{4}$; $SE\frac{1}{4}$;
5 Section 36: $NW\frac{1}{4}$ of $NE\frac{1}{4}$; $NW\frac{1}{4}$; $NW\frac{1}{4}$ of $SW\frac{1}{4}$;

6 IN TOWNSHIP 26 NORTH, RANGE 50 EAST, M.D.B.&M.,

7 Section 1: $SE\frac{1}{4}$ of $NE\frac{1}{4}$; $W\frac{1}{2}$ of $SW\frac{1}{4}$; $E\frac{1}{2}$ of $SE\frac{1}{4}$;
8 Section 11: $NE\frac{1}{4}$ of $NE\frac{1}{4}$;
9 Section 12: $E\frac{1}{2}$ of $NE\frac{1}{4}$; $NE\frac{1}{4}$ of $SE\frac{1}{4}$;
10 Section 24: $E\frac{1}{2}$ of $SE\frac{1}{4}$;

11 IN TOWNSHIP 25 NORTH, RANGE 51 EAST, M.D.B.&M.,

12 Section 6: Lots 3, 4, 5, 6 and 7; $SE\frac{1}{4}$ of $NW\frac{1}{4}$; $E\frac{1}{2}$ of $SW\frac{1}{4}$;
13 Section 7: $E\frac{1}{2}$ of $NW\frac{1}{4}$;
14 Section 19: $SE\frac{1}{4}$ of $SW\frac{1}{4}$;
15 Section 30: $NW\frac{1}{4}$ of $NE\frac{1}{4}$; $E\frac{1}{2}$ of $NW\frac{1}{4}$; Lots 2 and 3;
16 Section 35: $N\frac{1}{2}$ of $NW\frac{1}{4}$;

17 IN TOWNSHIP 26 NORTH, RANGE 51 EAST, M.D.B.&M.,

18 Section 6: Lots 3, 4, 5, 6 and 7; $SE\frac{1}{4}$ of $NW\frac{1}{4}$; $E\frac{1}{2}$ of $SW\frac{1}{4}$;
19 Section 7: Lots 1, 2, 3 and 4;
20 Section 18: Lots 1, 2, 3 and 4;
21 Section 19: Lots 1, 2, 3 and 4;
22 Section 30: Lots 1, 2, 3 and 4; $E\frac{1}{2}$ of $SW\frac{1}{4}$;
23 Section 31: $NW\frac{1}{4}$ of $NE\frac{1}{4}$; $E\frac{1}{2}$ of $W\frac{1}{2}$; Lot 4; $SW\frac{1}{4}$ of $SE\frac{1}{4}$;

24 TOGETHER with all water, water rights, water applications and
25 water permits, or privileges, connected with, belonging, appurten-
26 ant or incident to the lands hereby conveyed, or used in connection
27 with all or any part of the above described premises, or used or
28 usable in connection therewith, and all dams, reservoirs and ditches,
29 canals or other works for storage or carrying of water now owned by
30 the Grantors, or in which they now have or may hereafter acquire any
interest, and all applications now pending in the office of the
State Engineer of the State of Nevada, for any and all waters to be
used upon any part or portion of the above described lands, or used
in connection therewith; also all water rights of every kind, nature,
and description owned by the said Grantors or in which they have an
interest, including all stockwatering rights, privileges and permits,
in connection with the above described property.

TOGETHER with all range, ranges and range right permits now and
heretofore used, claimed and enjoyed by the Grantors in connection
with the hereinabove described lands.

TOGETHER with all and singular the tenements, hereditaments
and appurtenances thereunto belonging, and in anywise appertaining,
and the reversion and reversions, remainder and remainders, rents,
issues and profits thereof.

2. Those certain chattels now situate and being in the
County of Elko, State of Nevada, described as follows, to-wit:

1 All farm implements, tools, machinery, black-
2 smith tools, goods, wares and merchandise
3 situate on the real property hereinbefore
4 described, belonging to said Mortgagors in the
5 County of Eureka, State of Nevada.

6 Together with any and all substitutions and/or
7 additions to the above described chattels.

8 The Mortgagors covenant and agree that all of
9 the chattels subject at any time to the lien of this mortgage,
10 shall at all times during the existence hereof, be kept within the
11 County of Eureka, State of Nevada, and not elsewhere, except upon
12 express written permission given by the Mortgagee, and the Mortga-
13 gors expressly agree that they will not allow any of said chattels
14 to be taken from their possession, whether by operation of law or
15 otherwise, or to be removed from the County hereinabove specified,
16 except upon such express written permission of the Mortgagee.

17 Upon default by the Mortgagors of any of the
18 terms, covenants, conditions or agreements of this mortgage, it is
19 agreed that all of the rights granted the mortgagee, under Coven-
20 ant No. 13 of an Act of the State of Nevada entitled, "An act re-
21 lating to mortgages on real and personal property, and to provide
22 that certain agreements, covenants, obligations, rights and reme-
23 dies thereunder may be adopted by reference," approved March 23,
24 1927, and amendments thereto, hereinafter mentioned, are hereby
25 granted to the Mortgagee herein and extended to all of the
26 chattels herein mortgaged.

27 If during the subsistence of this mortgage
28 there be commenced or pending any suit or action affecting any
29 property which may at any time be subject to the lien hereof, or
30 the title thereto, or the possession thereof, the said Mortgagee
may appear in said suit or action and retain counsel therein and
defend the same, or otherwise take such action therein as he may

1 be advised, or may settle or compromise the same, or he may, at his
2 option, pay and discharge any indebtedness now or hereafter exist-
3 ing against any property which may at any time be subject to the
4 lien hereof, and in that behalf, and for any of said purposes, may
5 employ legal counsel and may pay and expend at the expense and on
6 account of the Mortgagors such sums of money as he shall deem nec-
7 essary.

8 The Mortgagors do hereby agree that they will,
9 upon demand for possession of said property or any part thereof,
10 under any of the provisions hereof, deliver and surrender posses-
11 sion thereof to the Mortgagee, and that they will hold the Mortga-
12 gee free and harmless from any damage of any nature whatsoever
13 which may be sustained by the said Mortgagors by reason of the
14 Mortgagee taking possession of the mortgaged property under any of
15 the terms or conditions of this mortgage.

16 Every covenant, stipulation and agreement here-
17 in contained shall bind and inure to the benefit of the said Mort-
18 gagors and Mortgagee and their respective heirs, executors, admin-
19 istrators and assigns.

20 The following covenants: One; Two, reasonable;
21 Three, 6%; Four; Five; Six; Seven; _____; Eight; Nine;
22 Twelve, Thirteen, Fourteen and Fifteen of an act entitled, "An
23 act relating to mortgages on real and personal property, and to
24 provide that certain agreements, covenants, obligations, rights
25 and remedies thereunder may be adopted by reference," approved
26 March 23, 1927, and amendments thereto, are hereby adopted and
27 made a part of this mortgage; the said act being Chapter 109 of
28 the Statutes of the State of Nevada of the year 1927, and
29 amendments.
30

1 IN WITNESS WHEREOF, the Mortgagors have execut-
2 ed these presents in duplicate, the day and year first above
3 written.

4 Stephen Damele

5 Tessie M. Damele

6 Charles J. Damele

7 Juanita H. Damele

8 Leo J. Damele

9 Ellen H. Damele

10 John V. Damele

11 STATE OF NEVADA,)
12 : ss.
13 COUNTY OF ELKO.)

14 On this 2nd day of August, 1940, personally
15 appeared before me, a Notary Public in and for said County and
16 State, STEPHEN DAMELE and TESSIE M. DAMELE, his wife, CHARLES J.
17 DAMELE and JUANITA H. DAMELE, his wife, LEO J. DAMELE and ELLEN H.
18 DAMELE, his wife, and JOHN V. DAMELE, a single man, known to me
19 to be the persons described in and who executed the foregoing
20 instrument; who acknowledged to me that they executed the same
21 freely and voluntarily and for the uses and purposes therein men-
22 tioned.

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

26 Peggy Neill
27 Notary Public.-
28
29
30

1 STATE OF NEVADA,)
2 : ss.
COUNTY OF ELKO.)

3 STEPHEN DAMELE and TESSIE M. DAMELE, his wife,
4 CHARLES J. DAMELE and JUANITA H. DAMELE, his wife, LEO J. DAMELE
and ELLEN H. DAMELE, his wife, and JOHN V. DAMELE, a single man,
5 being first duly sworn, according to law, each for himself/herself
deposes and says:

6 That he/she is one of the Mortgagors named in
7 the foregoing Chattel Mortgage; that the aforesaid Chattel Mort-
8 gage is made in good faith and without any design to hinder, de-
9 lay or defraud creditors.

Stephen Damele
Tessie M. Damele
Charles J. Damele
Juanita H. Damele
Leo J. Damele
Ellen H. Damele
John V. Damele

16 Subscribed and sworn to before me
17 this 2nd day of August, 1940.

18 Peggy O'Neill
19 Notary Public.-

20 STATE OF NEVADA,)
21 : ss.
COUNTY OF ELKO.)

22 KATE COCKRILL being first duly sworn, accord-
23 ing to law, upon her oath, deposes and says:

24 That she is the duly appointed Attorney-in-Fact
of Frank J. Winzell, Mortgagee named in the foregoing Chattel Mort-
25 gage, and that as such Attorney-in-Fact she makes this affidavit
on behalf of said Mortgagee; that the aforesaid Chattel Mortgage
26 is made in good faith and without any design to hinder, delay or
defraud creditors.

Frank J. Winzell
By Kate Cockrill
His Attorney-in-Fact.

29 Subscribed and sworn to before
me this 2nd day of August, 1940.

30 Peggy O'Neill
Notary Public.-

W. C. Griswold

REAL & CHATTEL MORTGAGE

STEPHEN DAMALE, et al

to

FRANK J. WINZELL

Dated August 2nd, 1940

File No. 23551

*Filed at the request of
Milton J. Reinhart*

*August 5th 1940
at 11:34 A.M.*

*Det. Mervado
Recorder*

Morley Griswold & Milton J. Reinhart

ATTORNEYS-AT-LAW

ELKO NEVADA