

THIS MORTGAGE, made the 23rd. day of October, 1940, between Hiram Kitchen and Joseph Kitchen, residents of the town of Eureka, County of Eureka, State of Nevada

, the party of the first part, mortgagor, and The Farmers & Merchants National Bank of Eureka, Eureka, Nevada, a corporation

organized and existing under the laws of the United States of America the party of the second part, mortgagee; it being understood that any gender includes all other genders, the singular number includes the plural and the plural the singular.

WITNESSETH:

THAT WHEREAS, the said mortgagor is justly indebted to the said mortgagee in the sum of Twenty-two Hundred Fifty & No/100 Dollars,

lawful money of the United States of America, evidenced by One promissory note,

bearing even date with these presents, said note being for the principal sum of

Twenty-two Hundred Fifty & No/100

Dollars,

Payable Fifty Dollars or more on the 23rd day of November and ~~payable on~~ Fifty Dollars or more on the 23rd day of each and every after date, month thereafter until October 23rd 1943 on which said date the entire balance becomes due and payable without grace, to

The Farmers & Merchants National Bank of Eureka, or order, at its banking office in Eureka, Nevada, in lawful money of the United States,

with interest thereon at the rate of eight per cent. per annum from date until paid;

interest payable semi-annually, also after judgment. Said note further provides

that, in the event of the non-payment of the same at maturity, or its collection by suit, that the maker or makers agree to pay all expenses that may be incurred thereby, including a reasonable attorneys fee, and to that end the maker binds himself, his heirs, executors, administrators, successors and assigns forever; also that for purpose of attachment or levy of execution, that the note shall be payable wherever the maker may be situated at the option of the holder.

All endorsers, sureties, guarantors and assignors, by the terms of said note, severally waive presentation for payment, protest and notice of protest for non-payment of said 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 maker or makers thereof.

NOW, THIS MORTGAGE WITNESSETH:

That the said mortgagor for and in consideration of the premises, and the sum of One (\$1.00) Dollar to him in hand paid by the said mortgagee, the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed, confirmed and set over and does by these presents grant, bargain, sell, convey, confirm and set over unto the said mortgagee, its successors and assigns forever:

1. All those certain premises situate, lying and being in the town of Eureka

County of Eureka, State of Nevada

and bounded and particularly described as follows, to-wit: Lots Four (4) and Five (5) in Block Fifteen (15) and Lots Three (3) and Four (4) in Block Twenty-two (22), as laid down and described upon the official map of the town of Eureka, County of Eureka, State of Nevada, together with all the buildings and improvements located thereon.

~~TOGETHER with all water, water rights, water applications and water permits, or privileges, connected with, belonging, appurtenant or incident to the lands hereby conveyed, or used in connection with all or any part of the above-described premises, or used or usable in connection therewith, and all dams, reservoirs and ditches, canals or other works for storage or carrying of water now owned by the mortgagor, or in which he now has 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.~~

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 situated and being in the town of Eureka
County of Eureka, State of Nevada
and more particularly described as follows, to-wit:

Two, Glass Display Cases,
Three, Scales
Two, Counters
One, Hamburger Machine
One, Slicing Machine
One, Twenty foot refrigerated meat display case
One, Safe
One, Adding machine
One, Nine HP Witte electric lighting plant.

The above description is meant to and hereby does include all chattels and fixtures of every kind, nature and description, whether the same be correctly described herein or not, or at all, upon those certain premises known as and called the Kitchen Bros. Market, situate on the East side of Main Street, between Bateman and Clark Streets, in the town of Eureka, County of Eureka, State of Nevada, together with all replacements and substitutions ~~there~~ therefor, and all repairs and additions thereto.

~~TOGETHER with any and all brands and branding irons and earmarks now owned or used by the said mortgagor; also all farm machinery, tools, goods, wares and merchandise on the real property belonging to said mortgagor in the~~

~~Count of _____, State of _____~~

~~_____ ; also any and all other livestock of any kind or nature, and wherever branded, which the mortgagor now owns or may hereafter acquire; also all the increase, additions and substitutes to said above mentioned livestock; also, all hay and pasture and other crops of every kind and description, harvested, or which may be grown or harvested upon any real property belonging to the said mortgagor in the County of _____, State of _____,~~

~~during the years _____ to _____, both inclusive, and during the life of this mortgage, said crops to be subject to the lien of this mortgage as soon as the same are planted. The above description is meant to and hereby does include all the livestock owned by said parties of the first part whether the same are branded and marked as described herein and on the places stated herein, or not, or whether the same are branded at all.~~

~~The mortgagor covenants and agrees that all livestock subject at any time to the lien of this mortgage shall at all times during the existence hereof be kept and ranged in the Count _____ of _____,~~

~~State of _____, and the Count _____ of _____, State of _____,~~

~~and not elsewhere, except upon express written permission given by the mortgagee, and the mortgagor expressly agrees that he will not allow such livestock, or any part thereof, to be taken from his possession whether by operation of law or otherwise, or to be removed from the counties hereinabove specified, except upon such express written permission of the mortgagee.~~

~~The mortgagor further agrees that he will at all times during the existence of this mortgage, mark and brand with care and diligence, all livestock at any time subject to the lien hereof with the regular registered brand and ear marks of the said mortgagor, namely: _____~~

Upon default by the mortgagor of any of the terms, covenants, conditions or agreements of this mortgage it is agreed that all of the rights granted the mortgagee, under covenant No. 13 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 granted to the mortgagee herein and extended to all of the chattels herein mortgaged.

STRIKE OUT
COVENANTS NOT
ADOPTED

If during the subsistence of this mortgage there be commenced or pending any suit or action affecting any property which may at any time be subject to the lien hereof, or 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 it may be advised and may settle or compromise the same, or it may, at its option, pay and discharge any indebtedness now or hereafter existing against any property which may at any time be subject to the lien hereof, and in that behalf and for any of said purposes, may employ legal counsel and may pay and expend at the expense and on account of the mortgagor such sums of money as it shall deem necessary.

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 or conditions of this mortgage.

Every covenant, stipulation and agreement herein contained shall bind and inure to the benefit of the said mortgagor and mortgagee and their respective heirs, executors, administrators, successors and assigns.

The following covenants: One; Two 10 %; Three 8 %; Four; Five; Six; Seven (\$ 3000.00); Eight; Nine; Ten; Eleven; Twelve; Thirteen; Fourteen; and Fifteen 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 mortgagor has executed these presents the day and year first above written.

Joseph Kitchen
Hiram Kitchen

ACKNOWLEDGMENT WHEN MORTGAGOR IS AN INDIVIDUAL

STATE OF NEVADA,

County of EUREKA

ss.

On this 29th day of October, A. D., one thousand nine hundred and forty, personally appeared before me, the undersigned, a Notary Public in and for the County and State aforesaid, Hiram Kitchen and Joseph Kitchen

known to me to be the persons described in and who executed the within and foregoing instrument, each of whom 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.

W R Rupprecht
Notary Public.

ACKNOWLEDGMENT WHEN MORTGAGOR IS A CORPORATION

STATE OF NEVADA,

County of _____

ss.

On this _____ day of _____, A. D., one thousand nine hundred and _____, personally appeared before me, the undersigned, a Notary Public in and for the County and State aforesaid, _____

known to me to be the _____ of the corporation that executed the foregoing instrument, and upon oath did depose and say that he/she is the officer of said corporation as above designated; that he/she is acquainted with the seal of said corporation, and that the seal affixed to said instrument is the Corporate Seal of said corporation; that the signatures to said instrument were made by the officers of said corporation as indicated after said signatures, and that the said corporation executed the said instrument 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.

Notary Public.

STATUTORY AFFIDAVIT WHEN MORTGAGOR IS AN INDIVIDUAL

STATE OF NEVADA,

County of EUREKA

ss.

HIRAM KITCHEN AND JOSEPH KITCHEN

being first duly sworn, according to law, each for himself/herself, deposes and says:

That he/she is one of the mortgagors named in the foregoing chattel mortgage; that the aforesaid chattel mortgage is made in good faith and without any design to hinder, delay or defraud creditors.

Joseph Kitchen
Hiram Kitchen

Subscribed and sworn to before me, this 29 day of October, 19 40

W. R. Reynolds

Notary Public.

My Commission expires

February 9 - 1943

STATUTORY AFFIDAVIT WHEN MORTGAGOR IS A CORPORATION

STATE OF NEVADA,

County of _____

ss.

being first duly sworn, according to law, upon oath, deposes and says:

That he is _____ of the mortgagor corporation that executed the foregoing mortgage and that as such officer he makes this 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.

Subscribed and sworn to before me, this _____ day of _____, 19 _____

Notary Public in and for the County _____

of _____, State of _____

I HEREBY CERTIFY THAT THIS MORTGAGE HAS BEEN FULLY PAID, SATISFIED AND DISCHARGED.
DATED: *Aug. 8 - 1944*

Mortgage
TO
THE FARMERS & MERCHANTS NATIONAL BANK
EUREKA, NEVADA.

HIRAM KITCHEN AND
JOSEPH KITCHEN

TO

BANK

EUREKA, NEVADA.

Dated October 23 A. D. 19 40

Filed for Record at the request of

C. L. Tobin

Oct. 29 A. D. 1940

at _____ Min. past _____ o'clock

P. M. and Recorded in Book G

of Mortgages, page 237

Records of Eureka County

Peter Meriando

RECORDER.

File No. 23654

Filed as a Chattel Mortgage

Oct. 29 - 1940 at 4:01 P.M.

Peter Meriando

Recorder

150-12-34

STATUTORY AFFIDAVIT OF MORTGAGEE

STATE OF NEVADA,

County of EUREKA

ss.

C. L. Tobin

being first duly sworn according to law, upon oath deposes and says:

That he is Cashier of the mortgagee corporation named in the foregoing chattel mortgage, and that as such officer he makes this affidavit on behalf of said corporation; that the aforesaid chattel mortgage is made in good faith and without any design to hinder, delay or defraud creditors.

Subscribed and sworn to before me, this 29th day of October, 19 40

C. L. Tobin
W. R. Reynolds

Notary Public.

My Commission expires

Feb. 9 - 1943