

M O R T G A G E:

1 This real and chattel mortgage, made this 23rd day of April,  
2 1941, between JOHN B. SIRI, and his wife, BENEVENUTA SIRI, and  
3 EDGAR SIRI, of the county of Eureka, state of Nevada, the party of  
4 the FIRST PART, mortgagors, and JOHN MOLINARI of the county of  
5 Eureka, state of Nevada, the party of the SECOND PART, mortgagee.

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

7 THAT WHEREAS, the said mortgagor is justly indebted to the  
8 said mortgagee in the sum of Three thousand seven hundred fifty  
9 dollars, lawful money of the United States of America, evidenced  
10 by a certain promissory note, bearing even date with these presents,  
11 which said promissory note is in the words and figures, following,  
12 to-wit:

13 \$3,750.00 Eureka, Nevada, April 23, 1941.

14 Five years after date, without grace, for value received, we  
15 promise to pay to JOHN MOLINARI, order, at Eureka, Nevada, the sum  
16 of Three thousand seven hundred fifty dollars, in lawful money of  
17 the United States, with interest thereon at the rate of five per  
18 cent per annum from date until paid. Interest payable semi-annually,  
19 also after judgment.

20 The endorsors, sureties, guarantors and assignors, severally  
21 waive presentation for payment, protest and notice of protest for  
22 non-payment of this note and all defenses on the grond of any ex-  
23 tension of time of its payment that may be given by the holder or  
24 holders, to them or either of them, or to the maker or makers  
25 thereof. In the event of the non-payment of this said note at  
26 maturity, or its collection by suit, I agree to pay all expenses  
27 that may be incurred thereby, including a reasonable Attorney's  
28 fee, and to that end bind myself, my heirs, executors, administrators  
29 and assigns forever. For the purpose of attachment or levy of ex-  
30 ecution, this note shall be payable wherever I may be situated,  
31 at the option of the holder.

32 JOHN B. SIRI.

BENEVENUTA SIRI.

EDGAR SIRI.

33 NOW, THIS MORTGAGE WITNESSETH:

34 That the said mortgagor for and in consideration of the pre-  
35 mises, and the sum of one dollar, (\$1.00) to him/her in hand paid  
36 by the said mortgagee, the receipt whereof is hereby acknowledged,  
37 has granted, bargained, sold, assigned, conveyed, confirmed and set  
38 over and does by these presents, grant, bargain, sell, assign, con-  
39 vey, confirm and set over unto the said mortgagee, its successors

and assigns forever, all of that certain real and personal property  
and those certain chattels now situate and being in the county of  
Eureka, state of Nevada, particularly described as follows, to-wit:

PERSONAL PROPERTY.

FOUR (4) head of work horses, branded thus H on left thigh.  
50 Tons of hay.

Thirty (30) head of cattle, branded thus S on left hip, together with all the increase thereof or substitutions thereof.

REAL PROPERTY.

The SE $\frac{1}{4}$  of SE $\frac{1}{4}$ , and lot 7, of Section 6, and N $\frac{1}{2}$  of NE $\frac{1}{4}$ , the NE $\frac{1}{4}$  of NW $\frac{1}{4}$  and lot 1 of Section 7, in Township 24, N. R. 53 East., M. D. M., SE $\frac{1}{4}$  of NW $\frac{1}{4}$ , the S $\frac{1}{2}$  of NE $\frac{1}{4}$ , the N $\frac{1}{2}$  of SE $\frac{1}{4}$ , the SW $\frac{1}{4}$  of SE $\frac{1}{4}$ , and E $\frac{1}{2}$  of SW $\frac{1}{4}$  of Section 6, T. 24, N. R. 53 East., M. D. M., and also lots 4 and 5 of Section 6, T. 24., N. R. 53 East., M. D. M. SE $\frac{1}{4}$  of NE $\frac{1}{4}$ , and NE $\frac{1}{4}$  of SE $\frac{1}{4}$  of Section 1, T. 24 N. R. 52 East., M. D. M., together with all the improvements thereon, and all water, water-rights, dams, ditches, and reservoirs, used in connection with the irrigation of said land, and all range, 'range-rights, and all appurtenances thereunto belonging or in anywise appertaining.

The following covenants, Nos., 1, 2, 3, 4, 5, 6, 9, 10, 11, 12, 13, 14, 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 part of this mortgage."

At the option of the mortgagee, upon breach of any of the covenants herein contained or upon failure to pay the interest or taxes when due, suit may be immediately brought and a decree be had to sell the said property or any part thereof in the manner prescribed by law, and out of the money arising from such sale shall be paid the principal and interest upon said promissory note, together with the costs and charges of making such sale, including attorney's fees, and all other amounts secured by the terms of this mortgage, and any overplus shall be paid over the mortgagor.

1 The mortgagor further expressly covenants and agrees for  
2 himself and his heirs, executors, administrators, successors and  
3 assigns, to repay to the mortgagee, its successors and assigns,  
4 upon demand, any and all sums which may be advanced by the mort-  
5 gagee under any of the terms of this mortgage, together with  
6 interest thereon at the rate of twelve (12%) per cent. per annum,  
7 from date of payment until repaid to mortgagee.

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

12 IN WITNESS WHEREOF the mortgagor has executed these presents  
13 the day and year first above written.

Benevenuto Siri  
John B. Siri  
Edgar Siri

14  
15 STATE OF NEVADA )  
16 ) SS:  
17 COUNTY OF EUREKA )

18 On this 23rd day of April, 1941, personally appeared before  
19 me W. R. Reynolds, a Notary Public of said State, in and for said  
20 county of Eureka, JOHN B. SIRI, BENEVENUTA SIRI, and EDGAR SIRI,  
21 known to me to be the persons described in and who executed the  
22 within and foregoing instrument, who acknowledged to me that they  
23 executed the same, freely and voluntarily, and for the uses and  
24 purposes therein mentioned.

25 IN WITNESS WHEREOF, I have hereunto set my hand and affixed  
26 my Official Seal at my office in said County and State the day  
27 and year in this Certificate first above written.

W. R. Reynolds  
Notary Public.

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1 STATE OF NEVADA )  
2 COUNTY OF EUREKA ) SS:

3 JOHN B. SIRI, and JOHN MOLINARI being first duly sworn  
4 according to law, each for himself deposes and says: That he is  
5 one of the mortgagors and the mortgagees named in the foregoing  
6 real and chattel mortgage; that the aforesaid real and chattel  
7 mortgage is made in good faith and without any design to hinder,  
8 delay, or defraud creditors; that the same is given for a debt  
9 actually owing from the mortgagors to the mortgagee amounting to  
10 the sum of \$3,750.00, for money loaned by the said mortgagee to  
11 the said mortgagors and evidenced by the promissory note describ-  
12 ed and referred to in the foregoing mortgage; and that said mort-  
13 gage is not made to hinder, delay or defraud any creditor or  
14 creditors of the mortgagors.

15 John B. Siri  
16 Mortgagee.  
17 John Molinari  
18 Mortgagee.

18 Subscribed and sworn to before me  
19 this 23rd day of April, 1941.

20 W. R. Ruppel  
21 Notary Public.  
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File No. 23784  
RECORDED AT THE REQUEST OF  
*John J. Holman*  
Apr. 23 A. D. 1941.  
At 2 minutes past 1 P. M.  
in Liber *5* of *Wright*  
Page 258. Records of  
EUREKA COUNTY, NEVADA.  
*John J. Holman*  
By \_\_\_\_\_ Deputy

File No. 23785  
Filed at request of  
*John J. Holman*  
Apr. 23, A. D. 1941  
At 5 minutes past 1 P. M.  
as a Chatted Mtg.  
*John J. Holman*