

REAL AND CHATTEL MORTGAGE.



THIS MORTGAGE, dated this 13th day of January, 1941 and made and executed by VERA MARTIN of Goshen, Indiana, party of the first part, who is hereinafter referred to as, and called, the mortgagor to JORGEN P. JACOBSEN and GRACE JACOBSEN, husband and wife, and both residents of the County of Eureka, State of Nevada, the parties of the second part, hereinafter referred to as, and called, the mortgagees. WITNESSETH,

That said mortgagor does hereby mortgage to the said mortgagees all of that certain real and personal property hereinafter described as follows, to-wit:

REAL PROPERTY:

Lot numbered Four; (4): the south one-half of the northwest quarter; and the south one-half of section Three (3); Lots numbered one, two and three (1-2-3); the south one-half of the north one-half, and the south one-half of Section Four (4); the northeast quarter of section nine (9); the west one-half; the north one-half of the northeast quarter and the southwest quarter of the northeast quarter of Section Ten (10); all in Township Twenty-three (23) North of Range Fifty-four (54) East; Lots numbered two and three (2-3); the southeast quarter of the northwest quarter and the southwest quarter of the northeast quarter of Section Four (4); the south one-half of the northeast quarter and the north one-half of the southeast quarter of Section Nine (9); the southwest quarter of the southwest quarter of Section Ten (10); the west one-half of the northeast quarter; the south one-half of the northwest quarter and the north one-half of the southwest quarter of Section twenty-two (22); the south one-half of the southwest quarter of section twenty-seven (27); the east one-half of the west one-half and the west one-half of the southeast quarter of Section Thirty-four (34) in Township Twenty-four (24) North of Range Fifty-four (54) East; the west one-half of the northwest quarter of Section twenty-six (26) the east one-half of the northeast quarter of Section twenty-seven (27), all in Township twenty-five (25) North of Range Fifty-four (54) East of the Mount Diablo Base and Meridian, containing 2766.09 acres, more or less, according to the Government Survey thereof; together with all the improvements located on any of the lands described herein and all water, water-rights, dams, ditches and reservoirs used in connection with the irrigation of the above described lands or otherwise and all rights and permits to the range appurtenant to said lands or allowed or apportioned thereto under the provisions of the Federal Range Laws, or otherwise, Together with all and singular the tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining:

PERSONAL PROPERTY:

Five hundred forty-five (545) head of Hereford cattle, mixed as to sex and age;
Thirty-six head of horses (36) of mixed color, sex and age;
Sixty-eight (68) head of sheep mixed as to age and sex;
All cattle branded thus (L.  on left ribs and ear-marked thus  on each ear. All horses branded thus (L on left stifle.
Together with all increase of all said livestock, except as hereinafter specifically excepted and reserved.
Together with all other chattels and personal property now on the premises known as the "Jacobsen ranch" and sold this day to the mortgagor herein by the said mortgagees.

This mortgage shall cover and include all right, title and interest of the mortgagors in and to the range, range allotments, range rights, forest permits, forest allotments, forest privileges, leasehold rights, feed of every nature, pasturage, water-rights,

1 watering places, and water applications, automobiles, trucks,
2 wagons and all horses, mules and burrow and the increase thereof
3 and additions thereto (except as hereinafter specifically excepted)
4 and all farming machinery together with all additions thereto
5 and replacements thereof used in the management of the said prop
6 erty, until the indebtedness herein described is fully paid.

7 The foregoing and within described real and personal pro-
8 perty is hereby mortgaged to the mortgagees as security for the
9 payment of said mortgagees of all indebtedness evidenced by and
10 according to the terms of one certain promissory note dated
11 January 13, 1941, and payable on January 15, 1942 in the principal
12 sum of \$16,875.00 with interest at the rate of four percent per
13 annum from the date thereof until paid.

14 Said mortgagor promises and agrees to pay all taxes, assess-
15 ments and liens beginning with the year 1941, or which may there-
16 after be imposed by national, state, county, city or other author-
17 ity upon the property hereby mortgaged, or upon the money secured
18 hereby, and said mortgagor agrees that said mortgagees may pay
19 any such taxes, assessments or liens without notice, and that said
20 mortgagor will repay to said mortgagees all such sums so paid
21 with interest at the legal rate, and this mortgage shall be
22 security for all sums so paid by said Mortgagees, together with
23 interest thereon, and said mortgagees shall be the sole judge of
24 the legality or validity of such taxes, assessments, or liens and
25 said Mortgagor futher promises and agrees to keep the said pro-
26 perty in good condition during the continuance hereof, it being ~~xxx~~
27 understood that she may remove the same from its present location
28 but only upon the written consent of the said mortgagees, first
29 obtained. PROVIDED, HOWEVER, that it is specifically provided
30 and there is hereby granted unto and reserved to the said mortgagor,
31 the full right and privilege to sell of such livestock or increase
32 thereof, as would be regular and proper in the usual and customary
selling-off of the yearly increase of said herd, at proper times
and seasons, provided that such sales or taking away shall at no
time decrease the total livestock on the premises below the
number as hereinbefore enumerated and that such remaining livestock
be of like age, sex and kind.

21 It is hereby agreed that if the mortgagor shall fail to make
22 payment of said notes at maturity and upon demand therefor, or to
23 pay any advancements on demand, or to repay any sum or sums which
24 the mortgagees may have expended under the provisions of this
25 mortgage, on demand, the Mortgagees may at once proceed to fore-
26 close this mortgage according to law, and they may at their option,
27 and they are hereby empowered so to do, enter upon the premises where
28 the said mortgaged personal property may be and take possession
29 thereof; and remove and sell and dispose of the same at public or
30 private sale without any previous demand of performance or notice
31 to the mortgagor or any such sale whatsoever, notice of sale and
32 demand of performance being hereby expressly waived by said mort-
gagor and from the proceeds of said sale retain all costs and
charges incurred by them in the taking or sale of said property,
including such attorney's fees as shall have accrued, also all sums
due them on said promissory note, under any provision thereof, or
advanced under the terms of this mortgage, and interest thereof,
or due or owing to the said mortgagees, or secured hereby, with the
interest thereon, and any such surplus of proceeds of such sale
remaining shall be paid over to the Mortgagor. It is hereby agreed
that the mortgagor may retain possession of the personal property
mortgaged hereby until demand for payment of said notes or upon
default of any of the covenants contained herein, at the option of
the Mortgagees. Said mortgagees or their agents may bid and purchase
at any sale made under this mortgage or herein authorized, or upon
any sale made upon foreclosure of this mortgage.

1 The following covenants, numbered 1,2,3,4,5,6,7,8,9,10, 11,12
2 13 and 14 of Section One of an act entitled "An act relating
3 to mortgages of real and personal property"and to provide that
4 certain agreements, covenants, obligations, rights and remedies
thereunder may be adopted by reference, "Approved March 23, 1937,
are hereby adopted and made a part of this mortgage.

5 IN WITNESS WHEREOF, the said Mortgagor has hereunto set
6 her hand the day and year first above written.

7 Vera Martin

8
9 STATE OF NEVADA:

:SS,

10 COUNTY OF EUREKA:

11 On this 13 day of January, A. D. 1941, personally
12 appeared before me, the undersigned, a Notary Public, in and for
13 the county of Eureka, State of Nevada, Vera Martin, known to me to
14 be the person named in and who executed the foregoing instrument
and acknowledged to me that she executed the same freely and
voluntarily and for the uses and purposes therein mentioned.

15 IN WITNESS WHEREOF, I have hereunto set my hand and affixed
16 my official seal at my office in Eureka, Nevada this 13 day
17 of January, A. D. 1941.

18 J. McLaughlin

19 STATE OF NEVADA:

:SS,

20 COUNTY OF EUREKA:

21 Vera Martin, the mortgagor named in the foregoing mortgage
22 and Jorgen P. Jacobsen and Grace Jacobsen, husband and wife, as
23 the mortgagees named in the foregoing mortgage, being each
seperately duly sworn, deposes and says that she is the mortgagor
24 and the mortgagees respectively; that the said ~~mbattel~~ mortgage
is made in good faith, and without any design to hinder, delay
25 or defraud any of the creditors of the said Mortgagor; that the
same is given for a debt actually owing from the mortgagor to
the mortgagees amounting to the sum of \$16,875.00 for money loaned
by the said mortgagor to the said mortgagor.

26 Vera Martin

27 Jorgen P. Jacobsen
28 Grace Jacobsen

29 Subscribed and sworn to before me this 13 day of January, 1941

30
31 J. McLaughlin
32

File No. 23877
RECORDED AT THE REQUEST OF

J. P. Jacobsen

June 27 A. D. 1941

At 4:30 minutes past 3 P. M.

In Liber C of Mortgages

Page 262 Records of
EUREKA COUNTY, NEVADA.

Peter Jacobsen Recorder

By 25 Deputy

File No 23878

Filed as a Chilled Mortgage

at the request of

J. P. Jacobsen

June 27 A. D. 1941

at 3:46 P. M.

Peter Jacobsen

Recorder.

J. P. Jacobsen

I HEREBY CERTIFY THAT THIS MORTGAGE HAS
BEEN FULLY PAID, SATISFIED AND DISCHARGED.
DATED: Apr. 2-1943