

CHATTEL MORTGAGE

JOHN AUZQUY and GRACIAN AUZQUY

residing at **City of Ely**

County of **White Pine**, State of **Nevada**, Mortgagor, (the word "Mortgagor" and the language of this instrument shall, when there is more than one mortgagor, be construed as plural and binding equally on all mortgagors), for and in consideration of **Eight thousand eight hundred** Dollars to said Mortgagor paid by The Ely National Bank, a corporation organized and existing under the National Banking Laws of the United States and doing business at Ely, White Pine County, Nevada, Mortgagee, does hereby grant, bargain, transfer, sell and mortgage unto said Mortgagee the following described personal property situated in the County of **White Pine**, State of **Nevada**, and described as follows:

THE FOLLOWING DESCRIBED LIVESTOCK

Two thousand one hundred ninety-six sheep, classified as follows:

2000 ewes, age 5 to 6 years

100 ewes, age 3 to 5 years

All of the said above described sheep being earmarked as the follows and branded with the figures 28 on the back

And the following described personal property;

**four (4) sheep wagons
two (2) commissary wagons
ten (10) saddle horses
six (6) saddles
eight (8) pack outfits
one (1) pair of harness**

Together with all of the increase and the increase thereof and additions and accretions thereto, it being the intention that this mortgage shall cover all of each kind of livestock above named now owned or possessed by the Mortgagor and in or to which he may acquire any right, title, or interest during the life of this mortgage. In the case of sheep, all wool and lamb crops (whether now born or unborn) during the period of the mortgage are included.

There is also included all the right, title, and interest of the Mortgagor in and to all hay, grain, pasturage, and feed and in and to all wagons, commissary outfits, and other equipment used in operating said livestock, and in general all personal property and equipment now or hereafter used in or in connection with feeding, ranging, watering, lambing, shearing, maintaining, transporting, or caring for said livestock, so far as such property is the lawful subject of chattel mortgage, until the indebtedness herein described is paid in full.

All of said livestock may carry other brands and marks than those mentioned, but in any event the above enumeration and description is intended to cover and include all livestock now owned by the Mortgagor, and their increase, and all additions thereto, whether marked or branded as stated or otherwise, or unbranded.

The said livestock during the term of this mortgage will be kept only in the following county or counties and State or States:

Counties of White Pine, Nye and Eureka, State of Nevada, particularly in Lake Valley and Corral Valley and White River Valley, known as Geyser Ranch Winter Range

ALSO ALL CROPS of every name, nature, and description which have been or may be hereafter sown, grown, planted, cultivated, or harvested during the year....., upon the following-described real estate situated in.....County, State of....., to wit:

To have and to hold said crops, chattels, and other personal property and all of the same unto the said Mortgagee and the Mortgagee's successors and assigns forever. It is the intention of the parties that this mortgage shall take effect and become a lien upon any crops planted hereafter, at the time when such crops are planted.

Provided, nevertheless, That this is a chattel mortgage to secure the following-described promissory note or notes:

\$ 8,800.00 Ely, Nevada, October 14, 1944
after date, without grace, for value received
On or before six (6) months
promise to pay to the order of THE ELY NATIONAL BANK, Ely, Nevada
DOLLARS
Eight thousand eight hundred and no/100ths of the Ely National Bank, in Ely, Nevada, without defalcation
or discount, and with interest at the rate of _____ per cent. per annum from date until paid,
both before and after the judgment, if any. Interest payable _____

Should the interest not be paid as stipulated, the legal holder of this note may ~~at once~~ due and proceed at once to collect both principal and interest. If this note be collected by an attorney, with or without suit, the maker agrees to pay a reasonable attorney's fee; the same to be taxed a part of the costs in the case. The makers and endorsers of this note each expressly waive demand, notice of non-payment and protest, and suit against the maker, and hereby guarantee payment of this note at maturity, or at any time thereafter, and consent that time of payment may be extended without notice at or after maturity.

No. _____

Due _____

John Auggum
Gracian Auggum

(If more than one note, describe other notes in following space)

This mortgage also secures payment of any further sums, together with interest, at the same rate as borne by the principal obligation, as may be hereafter expended at its option by the Mortgagee in searching for, taking possession of, maintaining, preserving and marketing the mortgaged property, or any part thereof. This mortgage also secures payment for further sums, and the promissory notes evidencing same, together with interest as shall be provided for therein, as may hereafter be loaned or advanced by the Mortgagee to the Mortgagor, Provided, however, That the making of any such further loans and advances shall be optional with the Mortgagee and in no event shall further loans and advances, together with the principal amount of the above-described promissory note, exceed the aggregate sum of \$ 8,800.00

All such advances shall be completed and matured prior to _____, 19____.

This mortgage also secures payment of any and all of the notes above described, or of the indebtedness represented by the same, and of any other indebtedness at any time secured by this mortgage, whether represented by notes, drafts, open account, or otherwise, and all the interest on all of the same, all of which extensions or renewals shall be optional with the Mortgagee, but at the Mortgagee's option may be made by new notes or otherwise, and at, before, or after maturity, and for all of which this mortgage shall stand as a continuing security until paid.

The following covenants, Nos. 1, 2, _____ per cent, 3 _____ per cent, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14 and 15 of Section 1 of an Act entitled, "An Act relating to mortgages, 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.

It is covenanted and agreed by the Mortgagor that the Mortgagor is the sole and lawful owner of the property herein described, and has, and is entitled to, the exclusive possession thereof; that the same is free of all encumbrance, and the Mortgagor has full power and authority to convey and mortgage the same, and that the Mortgagor will warrant and defend the same against the lawful claims and demands of all persons whatsoever; that the said Mortgagor will not sell or dispose of any of the property mortgaged herein, nor attempt to do so, nor part with possession of any of the same except to the Mortgagee, that said Mortgagor will properly, and in a good and husbandlike manner, feed, care for, and maintain all livestock subject hereto, in first-class order and condition at his own expense, and will provide proper and sufficient feed and protection for such livestock for the winter season in due time each fall, in accordance with the practice and custom of the country where the same is situate, and also adequate and sufficient range and pasturage, during the grazing season; will, before maturity pay off and discharge all taxes, liens, or other charges or encumbrances of every kind, however incurred, on said property, and in default thereof the same may, at Mortgagee's option, be paid by the Mortgagee and the amount so paid added to the indebtedness, secured hereby, but no such payment shall be a waiver of the Mortgagor's default therein; further, that the marks or brands on said property shall not be altered or mutilated in any respect, and that all increase, accretions, and other livestock that shall at any time become subject to the lien hereof shall be forthwith branded and marked with the same brands and marks above described.

If default be made in payment of any sums, moneys, or indebtedness now or hereafter secured hereby, or any part thereof, or the interest thereon; or if the Mortgagor default in or fail to comply with or perform any of the covenants, conditions, or agreements herein mentioned or contained; or in case any representation herein made by the Mortgagor prove false in any respect, or in case of the actual or impending bankruptcy or of the insolvency of the Mortgagor, or, in case of material depreciation in the value of the property subject to the lien hereof; or if, for any cause, the security afforded shall become inadequate, or if, at any time, the Mortgagee shall deem itself insecure, for any reason (the Mortgagee to be the sole judge), with respect to the payment of the sums secured hereby, or if any of the property subject to the lien hereof is attached, levied upon, or for any reason taken possession of or detained by any person other than the Mortgagee; then and in any of the events aforesaid, the Mortgagee shall have the right and power, and is hereby authorized at its option, personally, or by agent, to enter upon the property of the Mortgagor, or any other place or places where the property covered hereby, or any part thereof, is situate, and take possession of and remove the same or any part thereof, with or without legal process, and, in addition thereto, in all or any of the events aforesaid, whether possession of said property or any part thereof be or be not taken by the Mortgagee, the whole of the indebtedness hereby secured shall, at the option of the Mortgagee, become immediately due and payable, without notice, although the time expressed therefor shall not have arrived; and the said Mortgagee shall, in any of the events aforesaid, have the right to proceed to foreclose this mortgage by suit or action, or by notice and sale, as provided by law or in any other lawful manner; in any of which foreclosure proceedings the mortgaged property may, at the option of the Mortgagee, be sold as a single parcel and as a whole, or in such order and such parcels less than the whole, as the Mortgagee may elect; and, in event of foreclosure by notice and sale, or by suit or action, the Mortgagee may retain from the proceeds of the sale in addition to all other proper costs, charges, and expenses, a reasonable attorney's fee, all of which shall constitute a lien on the property mortgaged. In case the proceeds from any foreclosure sale, judicial or otherwise, fail to satisfy this mortgage, costs, and expenses, including a reasonable attorney's fee and all costs and expenses incurred in taking and retaining possession of said property and in caring for the same pending sale, then said Mortgagor agrees to pay any deficiency. Said Mortgagee may become a purchaser the same as any other person at the foreclosure sale hereunder, free from any right of redemption whatsoever.

It is further agreed that if suit be instituted for foreclosure hereof, a receiver may be appointed without notice to take possession of the property subject hereto pending said action, and any sale decreed therein, but until such time as possession is taken by the Mortgagee or by such receiver under the terms and conditions hereof, said Mortgagor may remain in the possession of all said property..

Provided further, That all remedies herein specified shall be considered as optional with the Mortgagee, and cumulative, and not a waiver of any other right or remedy which would otherwise exist in law or equity for the enforcement of this mortgage or the collection of the indebtedness secured hereby.

Neither the acceptance nor existence, now or hereafter, of other security for the indebtedness secured hereby, nor the release thereof, shall operate as a waiver of the security of this mortgage, nor shall this mortgage nor its release operate as a waiver of any such other security now held or hereafter acquired.

The word "Mortgagor" and the language of this instrument shall, where there is more than one Mortgagor, be construed as plural, and be binding on all Mortgagors; and the word "Mortgagee" shall be construed as including any lawful holder thereof; and both the words "Mortgagor" and "Mortgagee" shall be construed as including the heirs, executors, administrators, successors and assigns of each, as the case may be.

Dated this 15th day of October, 1944

John Auggum
Gracian Auggum

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF NEVADA,
COUNTY OF WHITE PINE.

ss:

On the 15th day of October, A. D. 1941,

personally appeared before me, a Notary Public in and for said County and State, JOHN AUZQUI and GRACIAN AUZQUI known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

My Commission expires:

My Commission Expires April 8, 1942

Notary Public.

Residing at Ely, Nevada.

INDIVIDUAL AFFIDAVIT OF GOOD FAITH

STATE OF NEVADA,
COUNTY OF WHITE PINE.

ss:

JOHN AUZQUI and GRACIAN AUZQUI, being first duly sworn, says that they is (are), the Mortgagor described in and who executed the foregoing mortgage, and that said mortgage is made in good faith to secure the amount named therein, and without any intent or design to hinder, delay or defraud the creditors of the Mortgagor.

Subscribed and sworn to before me this 15th day of October, 1941.

My commission expires:

My Commission Expires April 8, 1942

Notary Public.

Residing at Ely, Nevada.

PARTNERSHIP AFFIDAVIT OF GOOD FAITH

STATE OF NEVADA,
COUNTY OF WHITE PINE.

ss:

being first duly sworn, deposes and says that he is (are) member of the copartnership of the Mortgagor described in and which executed the foregoing mortgage and make this affidavit in behalf of said copartnership, and that said mortgage is made in good faith to secure the amount named herein and without any intent or design to deceive, hinder, delay or defraud the creditors of the Mortgagor.

Subscribed and sworn to before me this day of 19.

Notary Public.

Residing at Ely, Nevada.

MORTGAGEE'S AFFIDAVIT OF GOOD FAITH

STATE OF NEVADA,
COUNTY OF WHITE PINE.

ss:

R. H. CHAPIN, being first duly sworn upon oath, deposes and says that he is the Cashier of The Ely National Bank of Ely, Nevada, a corporation, the Mortgagee named in the foregoing mortgage; and makes this affidavit on its behalf; that the said mortgage was made in good faith to secure the amount named therein, and without any intent or design to deceive, hinder, delay or defraud the creditors of the Mortgagor.

Subscribed and sworn to before me this 15th day of October, 1941.

My commission expires:

My Commission Expires April 8, 1942

Notary Public.

Residing at Ely, Nevada.

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF NEVADA,
COUNTY OF WHITE PINE.

ss:

On the _____ day of _____, A. D. 19____, personally appeared before me
a Notary Public in and for said County and State, _____
known to me to be the persons who signed the above instrument in behalf of and as members of the copartnership of
_____, and duly acknowledged to me that they executed the same on
behalf of said copartnership freely and voluntarily and for the uses and purposes therein mentioned.

My commission expires:

Notary Public.

Residing at Ely, Nevada.

No. _____

CHATTEL MORTGAGE

TO

The Ely National Bank
of Ely, Nevada

Dated _____

The within chattel mortgage was filed for record in
my office as a chattel mortgage on the 17th
day of Oct, 1941, filing no. 34010
at _____ minutes past 10
o'clock A. M.

Peter Marshall

County Recorder

County _____
State of Nevada.

THE ELY RECORD