

1 NOW THEREFORE, the said Mortgagors, for the purpose of
2 securing the payment of the said promissory note, and the prin-
3 cipal and interest, and all other amounts therein set forth, or
4 therein provided to be paid, and also the payment of all other
5 moneys herein agreed or provided to be paid by the said Mortgagors,
6 with the interest in each case, hereby grant, bargain, sell,
7 transfer and mortgage unto the said Mortgagee all of the following
8 described personal property situate in the County of White Pine,
9 State of Nevada and described as follows;

10 Two thousand one hundred ninety-six (2,196) sheep,
11 classified as follows:

12 2096 ewes, age 3 to 6 years

13 100 bucks, age 3 to 6 years

14 All of the said above described sheep being earmarked
15 as follows; ~~and~~ and branded with the figures
16 28 on the back.

17 four (4) sheep wagons
18 two (2) commissary wagons
19 ten (10) saddle horses
20 six (6) saddles
21 eight (8) pack outfits
22 one (1) pair or harness

23 TOGETHER WITH all of the increase and the increase
24 thereof and additions and accretions thereto, it being the in-
25 tention of the parties hereto that this mortgage shall cover all
26 of each kind of livestock above named, now owned or possessed by
27 the Mortgagors and in or to which they may acquire any right,
28 title or interest during the life of this mortgage. In the case
29 of sheep, all wool and lamb crops (whether now born or unborn)
30 during the period of the mortgage are included.

There is also included all the right, title, and in-
terest of the Mortgagor in and to all hay, grain, pasturage, and
feed, and in and to all range and forest rights, feed pens, feed
troughs, and water privileges used in feeding said livestock,
also all horses, mules, harness, camp wagons, commissary outfits,

1 and shearing, lambing, and other equipment used in operating said
2 livestock, and in general all personal property and equipment now
3 or hereafter used in or in connection with feeding, ranging,
4 watering, lambing, shearing, maintaining, transporting, or car-
5 ing for said livestock, so far as such property is the lawful
6 subject of chattel mortgage, until the indebtedness herein de-
7 scribed is paid in full.

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

14 The said livestock during the term of this mortgage
15 will be kept only in the following Counties and state: Counties
16 of White Pine, Nye and Eureka, State of Nevada, particularly in
17 Lake Valley and Coyote Valley and White River Valley, known as
18 Geyser Ranch Winter Range.

19 TO HAVE AND TO HOLD said chattels and livestock herein
20 described unto the said Mortgagee, his successors and assigns
21 forever.

22 Provided, nevertheless, that this is a second chattel
23 mortgage to secure the promissory note hereinabove set forth.

24 This mortgage also secures payment of any further sums,
25 together with interest, at the same rates as borne by the princi-
26 pal obligation, as may be hereafter expended at its option by
27 the Mortgagee in searching for, taking possession of, maintaining,
28 preserving and marketing the mortgaged property, or any part
29 thereof. This mortgage also secures payment for further sums
30 and the promissory note evidencing same, together with interest

1 as shall be provided for therein, as may hereafter be loaned or
2 advanced by the Mortgagee to the Mortgagor, provided, however,
3 that the making of any such further loans and advances shall be
4 optional with the Mortgagee.

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

15 The following covenants, Nos. 1; 2 10%; 3 7%; 4; 5; 6;
16 8; 9; 10; 11; 12; 13; 14 and 15 of Section 1 of an Act entitled,
17 "An Act relating to mortgages of real and personal property, and
18 to provide that certain agreements, covenants, obligations, rights
19 and remedies thereunder may be adopted by reference," approved
20 March 23, 1927, are hereby adopted and made a part of this
21 mortgage.

22 It is covenanted and agreed by the Mortgagor that the
23 Mortgagor except as hereafter set forth is the sole and lawful
24 owner of the property herein described, and has, and is entitled
25 to, the exclusive possession thereof; that the Mortgagor has
26 full power and authority to convey and mortgage the same, and
27 that the Mortgagor will warrant and defend the same against the
28 lawful claims and demands of all persons whatsoever; that the
29 said Mortgagor will not sell or dispose of any of the property
30 mortgaged herein, nor attempt to do so, nor part with possession

1 of any of the same except as to the Mortgages; further, that the
2 marks or brands on said property shall not be altered or mutilated
3 in any respect, and that all increase, accretions, and other
4 livestock that shall at any time become subject to the lien hereof
5 shall be forthwith branded and marked with the same brands and
6 marks above described.

7 It is further agreed between said Mortgagor and Mort-
8 gagee that upon impending bankruptcy or insolvency of the Mort-
9 gagee, or upon the levy of any attachment or execution on said
10 mortgaged property, or upon the loss of possession thereof, that
11 the said Mortgagee shall have the right and power to exercise all
12 of the rights and powers granted unto said Mortgage under Cove-
13 nants 13, 14, and 15, which have by reference been made a part
14 hereof.

15 In case the proceeds from any foreclosure, sale, judi-
16 cial or otherwise, fail to satisfy this mortgage, costs, and
17 expenses, including a reasonable attorney's fee, and all costs and
18 expenses incurred in taking and retaining possession of said prop-
19 erty and in caring for the same pending sale, then said Mortgagor
20 agrees to pay any deficiency. Said Mortgagee may become a pur-
21 chaser the same as any other person at the foreclosure sale here-
22 under, free from and right of redemption whatsoever.

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

29 This second chattel mortgage is subject to a chattel
30 mortgage given to secure a mortgage for the principal sum of

1 Eleven thousand eight hundred Dollars (\$8,800.00) dated the 15th
2 day of October, 1941, said chattel mortgage being recorded in the
3 offices of the County Recorders of White Pine, Nye and Eureka
4 Counties, said chattel mortgage being made between said JOHN
5 AUZQUY and GRACIAN AUZQUY to the ELY NATIONAL BANK, a corporation
6 doing business in the City of Ely, County of White Pine, State
7 of Nevada.

8 IN WITNESS WHEREOF, the said mortgagors have hereunto
9 signed their names the day and year in this certificate first
10 above written.

11 John Auzquy

12 Gracian Auzquy

13 State of Nevada, }
14 County of White Pine } ss.

15 On this 7th day of November, 1941, personally appeared
16 before me, a Notary Public in and for said County and State,
17 JOHN AUZQUY and GRACIAN AUZQUY, known to me to be the persons
18 described in and who executed the foregoing instrument; who duly
19 acknowledged to me that they executed the same freely and volun-
20 tarily and for the uses and purposes therein mentioned.

21 IN WITNESS WHEREOF, I have hereunto set my hand and
22 affixed my notarial seal the day and year in this certificate
23 first above written.

24 E. E. Horton
25 Notary Public

26
27
28
29
30
My Commission Expires
10-27-45

File No. 24226

Filed at the request of

Gray A. Horton

November 15-1941

at 10:35 A.M.

John H. H. H.

Recorder

COPY