

M O R T G A G E:

THIS MORTGAGE, made this 21st day of November, 1941, between
1 VICTOR JAUREGUY, of the County of Eureka, State of Nevada, the party
2 of the FIRST PART, mortgagor, and PETER LABORDE , and MARY LABORDE,
3 his wife, of the County of Eureka, state of Nevada, the parties of
4 the SECOND PART, Mortgagees; it being understood that *any gender*
5 includes all other genders, the singular number *includes the plural,*
6 and the plural the singular:

W I T N E S S E T H

That WHEREAS, the said Mortgagor is *fully paid* indebted to the
9 said Mortgagees in the sum of FIVE HUNDRED and no/100 (\$500.00)
10 DOLLARS, lawful money of the United States of America, evidenced by
11 a promissory note in the words and figures as follows, to-wit:

12 \$500.00

Eureka, Nevada, November 21,
1941.

On demand after date, without grace, I promise to pay
14 Mary Laborde and Peter Laborde or order, the sum of FIVE HUNDRED
15 DOLLARS, in U. S. Lawful Money, for value received, with interest
16 thereon at the rate of seven per cent. per annum from date until
17 paid, also after judgment; both principal and interest payable in
18 U. S. Lawful Money, in any State or Territory of the United States
of America. In the event of the non-payment of this said note at
maturity, or its collection by litigation, I specifically agree to
pay all attorney fees, and all expenses that may be incurred there-
by, and to that end, bind my heirs, executors, administrators and
assigns forever. Interest Payable Annually.

Victor Jaureguy.

20 NOW, THIS MORTGAGE WITNESSETH:

21 That said Mortgagor for and in consideration of the premises,
22 and the sum of ONE (\$1.00) DOLLAR, to them in hand paid by the
23 said Mortgagees, the receipt whereof is hereby acknowledged, have
24 granted, bargained, sold, conveyed, confirmed and set over, and do
25 by these presents grant, bargain, sell, convey, confirm and set
26 over unto said Mortgagees, their heirs and assigns forever:

27 1. All those certain premises situate, lying and being in
28 the County of Eureka, State of Nevada, and being more particularly
29 bounded and described as follows, to-wit:

30 SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 24, NW $\frac{1}{4}$ NE $\frac{1}{4}$, and NE $\frac{1}{4}$ NW $\frac{1}{4}$, Section 25, Township
28 North, Range 50 East;

TOGETHER with all water, water rights, water applications and

1 water permits, or privileges, connected with, belonging, appurt-
2 eant, or incident to the lands hereby conveyed, or used in connect-
3 ion with all or any part of the above described premises, or used
4 or usable in connection therewith, and all dams, reservoirs and
5 ditches, canals or other works for storage or carrying of water
6 now owned by the Grantors, or in which they now have or may here-
7 after acquire any interest, and all applications now pending in the
8 office of the State Engineer of the State of Nevada, for any and
9 all waters to be used upon any part or portion of the above describ-
10 ed lands, or used in connection therewith; also all water rights of
11 every kind, nature, and description owned by the said Grantor or in
12 which he has an interest, including all stock watering rights,
13 privileges and permits, in connection with the above described
14 property.

15 TOGETHER wit all range, ranges, and range right permits now
16 and heretofore used, claimed and enjoyed by the Grantor in connection
17 with the hereinabove described lands.

18 Together with all and singular the tenements, hereditaments
19 and appurtenances thereunto belonging, and in anywise appertaining,
20 and the reversion and reversions, remainder and remainders, rents
21 and issues and profits thereof.

22 ALSO 37 head of cattle branded 7S on right hip, and 19
23 head of calves branded 7S on right and left hip, and all with
24 both ears lit thus oo and together with all of the increase,
25 and replacements thereof, all of which said cattle now range in
26 and near the lands hereinabove described, and the mortgagor agrees
27 not to permit said cattle to graze outside the limits of Eureka
28 county.

29 The Mortgagor shall at all times, until the mortgage debt is
30 paid, own and maintain, subject to the lien of this mortgage, the
same number of live stock of the same kind as those described in
this mortgage and made subject to the lien hereof.

1 The proceeds received from the sale of any of the above
2 described livestock, increase or replacements, or additions
3 thereto, shall be used for carrying on the said business of which
4 said livestock is a part; or the purchase of livestock of a
5 similar kind as those covered by this chattel mortgage; or the
6 payment of this mortgage debt.

7 Upon default of the Mortgagors of any of the terms, covenants,
8 conditions or agreements of this mortgage, it is agreed that all of
9 the rights granted the mortgagees, under Covenant No. 13 of an Act
10 of the state of Nevada, entitled, "An act relating to the mortgages
11 on real and personal property, and to provide that certain agree-
12 ments, covenants, obligations, rights and remedies thereunder may be
13 adopted by reference," approved March 23, 1927, and ammendments
14 thereto, hereinafter mentioned, are hereby granted to the Mortgagees
15 herein and extended to all of the personal property hereinabove
16 mentioned.

17 If during the subsistence of this mortgage there be commenced
18 or pending any suit or action affecting any property which may at
19 any time be subject to the lien hereof, or the title thereto, or
20 the possession thereof, the said Mortgagees may appear in said suit
21 or action and retain counsel therein and defend the same, or other-
22 wise take such action therein as they may be advised, or may settle
23 or compromise the same, or they may, at their option, pay and dis-
24 charge any indebtedness now or hereafter existing against any
25 property which may at any time be subject to the lien hereof, and
26 in that behalf, and for any of said purposes, may employ legal
27 counsel and may pay and expend at the expense and on account of the
28 Mortgagors such sums of money as they shall deem necessary.

29 Every covenant, stipulation and agreement herein contained
30 shall bind and inure to the benefit of the said Mortgagor, and
Mortgagees and their respective heirs, executors, administrators and
assigns.

1 The following covenants: One; reasonable; Three, 10%; Four;
2 Five; Six; Nine; Twelve; Thirteen; Fourteen and Fifteen of an Act
3 entitled, "An act relating to mortgages on real and personal prop-
4 erty, and to provide that certain agreements, covenants, obligations,
5 rights and remedies thereunder may be adopted by reference," approved
6 March 23, 1927, and amendments thereto, are hereby adopted and made
7 a part of this mortgage; the said act being Chapter 109 of the
8 Statutes of the State of Nevada, of the year 1927, and amendments.

9 IN WITNESS WHEREOF, the Mortgagor has executed these presents
10 in duplicate, the day and year first above written.

11 Victor Jaureguy
12 Mortgagor.

13 STATE OF NEVADA)
14) SS:
15 COUNTY OF EUREKA.)

16 On this 21st day of November, 1941, personally appeared before
17 me, a Notary Public in and for the said county and state, VICTOR
18 JAUREGUY, known to me to be the person described in and who executed
19 the foregoing instrument; who acknowledged to me that he executed
20 the same freely and voluntarily and for the uses and purposes
21 therein mentioned.

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

25 W. R. Reynolds
26 Notary Public.

27 STATE OF NEVADA)
28) SS:
29 COUNTY OF EUREKA)

30 Peter Laborde and Victor Jaureguy being each duly sworn deposes
and says: That foregoing Chattel Mortgage is made in good faith for
money actually loaned in the sum of \$500.00 by the said Peter Laborde
to the said Victor Jaureguy and that the mortgage is not intended to
hinder, delay or defraud any of the creditors of the mortgagor.

Victor Jaureguy
Peter Laborde

Subscribed and sworn to before me

this 21st day of November, 1941.

W. R. Reynolds .Notary Public.

Subscribed and sworn to
Jan 9 1941

File No. 24234
RECORDED AT THE REQUEST OF
Peter Laborde

Nov. 21 A. D. 1941
At 30 minutes past 1 P. M.
in Liber. C. of *Mar. 27, 1941*
Page 268. Records of

EBREKA COUNTY, NEVADA.
Shelley S. S. S. Recorder
By _____ Deputy

File No. 24234

Filed at the request of
Peter Laborde

as a Chatted Mtg.
Nov. 21-1941 At
4:51 P.M.

Peter Merriam
Recorder