

THIS MORTGAGE, made the 15th day of March, 1943, between Michael Etchegaray of the town of Eureka, County of Eureka, State of Nevada

the party of the first part, mortgagor, and Fermin Espinal, Julian Dufur and Joe Garcia, of Eureka, Nevada, a corporation

organized and existing under the laws of the the party of the second part, mortgagee; it being understood that any gender includes all other genders, the singular number includes the plural and the plural the singular.

WITNESSETH:

THAT WHEREAS, the said mortgagor is justly indebted to the said mortgagee in the sum of Fifteen Thousand ninety-four and no/ 100 Dollars, lawful money of the United States of America, evidenced by one promissory note, bearing even date with these presents, said note being for the principal sum of Fifteen Thousand ninety-four and no/100 Dollars, payable on one year after date, without grace, to Fermin Espinal, Julian Dufur and Joe Garcia, or order, at its banking office in Eureka, Nevada, in lawful money of the United States, with interest thereon at the rate of -5- per cent. per annum from date until paid; interest payable annually, also after judgment. Said note further provides that, in the event of the non-payment of the same at maturity, or its collection by suit, that the maker or makers agree to pay all expenses that may be incurred thereby, including a reasonable attorneys fee, and to that end the maker binds himself, his heirs, executors, administrators, successors and assigns forever; also that for purpose of attachment or levy of execution, that the note shall be payable wherever the maker may be situated at the option of the holder.

All endorsers, sureties, guarantors and assignors, by the terms of said note, severally waive presentation for payment, protest and notice of protest for non-payment of said note, and all defenses on the ground of any extension of time of its payment that may be given by the holder or holders to them or either of them, or to the maker or makers thereof.

NOW, THIS MORTGAGE WITNESSETH:

That the said mortgagor for and in consideration of the premises, and the sum of One (\$1.00) Dollar to him in hand paid by the said mortgagee, the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed, confirmed and set over and does by these presents grant, bargain, sell, convey, confirm and set over unto the said mortgagee, its successors and assigns forever:

1. All those certain premises situate, lying and being in the

County of, State of and bounded and particularly described as follows, to-wit:

THIS SPACE FOR DESCRIPTION OF NOTES WHERE MORE THAN ONE SECURED. RULE OUT IF NOT USED.

IF REAL ESTATE NOT INCLUDED RULE OUT

TOGETHER with all water, water rights, water applications and water permits, or privileges, connected with, belonging, appurtenant or incident to the lands hereby conveyed, or used in connection with all or any part of the above-described premises, or used or usable in connection therewith, and all dams, reservoirs and ditches, canals or other works for storage or carrying of water now owned by the mortgagor, or in which he now has or may hereafter acquire any interest, and all applications now pending in the office of the State Engineer of the State of Nevada, for any and all waters to be used upon any part or portion of the above-described lands, or used in connection therewith; also all water rights of every kind, nature and description owned by the mortgagor or in which he has an interest including all stockwatering rights, privileges and permits.

TOGETHER with all range, ranges and range right permits now and heretofore used, claimed and enjoyed by the mortgagor in connection with the hereinabove described lands and all other range rights of every kind, nature and description owned by the mortgagor or in which he has any interest.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

2. Those certain chattels now situated and being at Deep Wells, Eureka County
and, County of Nye, State of Nevada
and more particularly described as follows, to-wit:

537 head of yearling sheep;
1200 head of breeding ewes, various ages
3 mules;
2 saddle horses

All of the above-said livestock being branded 10, and the sheep ear-marked with underslope on left ear and also some with crop off right ear.

Also 1 burro and all camp outfits appertaining to the above sheep

TOGETHER with any and all brands and branding irons and earmarks now owned or used by the said mortgagor; also ~~all farm machinery, tools, goods, wares and merchandise on the real property belonging~~ to said mortgagor in the

Count. of, State of

; also any and all other livestock of any kind or nature, and wherever branded, which the mortgagor now owns or may hereafter acquire; also all the increase, additions and substitutes to said above mentioned livestock; also, all hay and pasture and other crops of every kind and description, harvested, or which may be grown or harvested upon any real property belonging to the said mortgagor in the County of, State of,

during the years. to, both inclusive, and during the life of this mortgage, said crops to be subject to the lien of this mortgage as soon as the same are planted. The above description is meant to and hereby does include all the livestock owned by said parties of the first part whether the same are branded and marked as described herein and on the places stated herein, or not, or whether the same are branded at all.

The mortgagor covenants and agrees that all livestock subject at any time to the lien of this mortgage shall at all times during the existence hereof be kept and ranged in the County of Eureka,

State of Nevada, and the Count. of Nye, State of Nevada,

and not elsewhere, except upon express written permission given by the mortgagee, and the mortgagor expressly agrees that he will not allow such livestock, or any part thereof, to be taken from his possession whether by operation of law or otherwise, or to be removed from the counties hereinabove specified, except upon such express written permission of the mortgagee.

The mortgagor further agrees that he will at all times during the existence of this mortgage, mark and brand with care and diligence, all livestock at any time subject to the lien hereof with the regular registered brand and earmarks of the said mortgagor, namely: 10 on back for sheep, and earmarked as above

Upon default by the mortgagor of any of the terms, covenants, conditions or agreements of this mortgage it is agreed that all of the rights granted the mortgagee, under covenant No. 13 of an Act of the State of Nevada entitled, "An act relating to mortgages on 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, hereinafter mentioned, are hereby granted to the mortgagee herein and extended to all of the chattels herein mortgaged.

- If during the subsistence of this mortgage there be commenced or pending any suit or action affecting any property which may at any time be subject to the lien hereof, or the title thereto, or the possession thereof, the said mortgagee may appear in said suit or action and retain counsel therein and defend the same, or otherwise take such action therein as it may be advised and may settle or compromise the same, or it may, at its option, pay and discharge any indebtedness now or hereafter existing against any property which may at any time be subject to the lien hereof, and in that behalf and for any of said purposes, may employ legal counsel and may pay and expend at the expense and on account of the mortgagor such sums of money as it shall deem necessary.

The mortgagor does hereby agree that he will, upon demand for possession of said property or any part thereof under any of the provisions hereof, deliver and surrender possession thereof to the mortgagee and that he will hold the mortgagee free and harmless from any damage of any nature whatsoever which may be sustained by the said mortgagor by reason of the mortgagee taking possession of the mortgaged property under any of the terms or conditions of this mortgage.

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

The following covenants: One; Two 10 %; Three 6 %; Four; Five; Six; Seven
(Atty. fee) (Advances)
(\$ none); Eight; Nine; Ten; Eleven; Twelve; Thirteen; ~~Fourteen~~; and Fifteen of an act entitled
(Insurance)

“An act relating to mortgages on 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; the said act being chapter 109 of the Statutes of the State of Nevada of the year 1927.

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

✓ Michel Etchegaray

ACKNOWLEDGMENT WHEN MORTGAGOR IS AN INDIVIDUAL

STATE OF NEVADA,

County of Eureka.

ss.

On this 15th day of March, A. D., one thousand nine hundred and forty-three, personally appeared before me, the undersigned, a Notary Public in and for the County and State aforesaid,

Michael Etchegaray

known to me to be the persons described in and who executed the within and foregoing instrument, each of whom acknowledged to me that he/she executed the same, freely and voluntarily, and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the said County and State the day and year in this certificate first above written.

M. Reynolds
Notary Public.

ACKNOWLEDGMENT WHEN MORTGAGOR IS A CORPORATION

STATE OF NEVADA,

County of _____

ss.

On this _____ day of _____, A. D., one thousand nine hundred and _____, personally appeared before me, the undersigned, a Notary Public in and for the County and State aforesaid,

known to me to be the _____ of the corporation that executed the foregoing instrument, and upon oath did depose and say that he/she is the officer of said corporation as above designated; that he/she is acquainted with the seal of said corporation, and that the seal affixed to said instrument is the Corporate Seal of said corporation; that the signatures to said instrument were made by the officers of said corporation as indicated after said signatures, and that the said corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the said County and State the day and year in this certificate first above written.

Notary Public.

STRIKE OUT
COVENANTS NOT
ADOPTED

RULE OUT FORM NOT USED

STATUTORY AFFIDAVIT WHEN MORTGAGOR IS AN INDIVIDUAL

STATE OF NEVADA,

County of Eureka.

ss.

Michael Etchegaray

being first duly sworn, according to law, each for himself/herself, deposes and says:

That he/she is one of the mortgagors named in the foregoing chattel mortgage; that the aforesaid chattel mortgage is made in good faith and without any design to hinder, delay or defraud creditors.

Michael Etchegaray

Subscribed and sworn to before me, this 15th day of March, 1943

M. R. Reynolds
Notary Public.

My Commission expires.....

STATUTORY AFFIDAVIT WHEN MORTGAGOR IS A CORPORATION

STATE OF NEVADA,

County of.....

ss.

being first duly sworn, according to law, upon oath, deposes and says:

That he is.....of the mortgagor corporation that executed the foregoing mortgage and that as such officer he makes this affidavit on behalf of said corporation; that the aforesaid mortgage is made in good faith and without any design to hinder, delay, or defraud creditors.

Subscribed and sworn to before me, this.....day of....., 19.....

Notary Public in and for the County

of....., State of.....

(LIVESTOCK R. & C.)

Mortgage

RECEIVED
I HEREBY CERTIFY THAT THIS MORTGAGE HAS BEEN FULLY PAID, SATISFIED AND DISCHARGED.
DATE: March 18, 1943
Fernando Espinal

Dated..... A. D. 19.....

File No. 24611

Filed for Record at the request of

Fernando Espinal

March 18 A. D. 1943

at 0:5 Min. past 9 o'clock

A. M. and Recorded in Book.....

of....., page.....

Records of Eureka County

Peter Meriello

RECORDER.

By..... DEPUTY RECORDER.

STATUTORY AFFIDAVIT OF MORTGAGEE

STATE OF NEVADA,

County of Eureka.

ss.

Fernando Espinal

being first duly sworn according to law, upon oath deposes and says:

That he is one of the mortgagee corporation named in the foregoing chattel mortgage, and that as such officer he makes this affidavit on behalf of said corporation; that the aforesaid chattel mortgage is made in good faith and without any design to hinder, delay or defraud creditors.

Fernando Espinal

Subscribed and sworn to before me, this 15th day of March, 1943

M. R. Reynolds
Notary Public.

My Commission expires.....