

REAL AND CHATTEL MORTGAGE

This mortgage, made the 15 day of June, 1943, by J.T. Stinnett, of Eureka, Nevada, mortgager, to Fred Minoletti, of Eureka, Nevada, mortgagee,

W I T N E S S E T H E

That the said mortgager does hereby mortgage to the mortgagee all that real and personal property situate, lying, and being in the town of Eureka, in the county of Eureka, state of Nevada, and which is bounded and described as follows, to wit:

REAL PROPERTY

Lots 5, 6, and 7, in Block Number 30; and Lots Number 16, 17, 18, 19, 20, and 21, in Block number 56, together with all of the improvements located thereon, as said lots are delineated upon the official map of the town of Eureka, Nevada, county of Eureka, state of Nevada. together with the tenements, hereditaments, and appurtenances thereunto belonging or in any wise appertaining.

PERSONAL PROPERTY

1 1/2 Ton Ford Truck, Model 1937, Engine No. 3566945;  
1 1/2 Ton Ford Truck, Model 1938, Engine No. 4382112;  
1 1/2 Ton Ford Truck, Model 1938, Engine No. 4432829;  
1 1/2 Ton Ford Truck, Model 1934, Engine No. 938359;  
1 1/2 Ton Ford Truck, Model 1937, Engine No. 4194431;  
1 1/2 Ton Ford Truck, Model 1940, Engine No. \_\_\_\_\_;  
Together with all extra tires and tubes, and other accessories now belonging to each and all of said trucks, and all extra tires and tubes, and other accessories which may be hereafter acquired by the mortgager.

Also all of the machinery, tools, and other personal property of every kind now located in the buildings located upon lots 5, 6, and 7, in Block 30; and Lots 16, 17, 18, 19, 20, and 21, in Block No. 56 of the town of Eureka, Nevada.

Also the freight hauling and trucking business now owned by the said mortgager, and the good will thereof, including all certificates of convenience for transporting freight upon and over the public Highways of the state of Nevada, or any part thereof by the said mortgager, issued by the state of Nevada, or the Interstate Commerce Commission, or either or both of them, and especially MC63219 local freight schedule No. 2, issued October 23, 1939 by Fred Minoletti, as

security for the payment to said mortgagee of the sum of Six thousand dollars (\$6,000.00), according to the terms and conditions of a promissory note of even date herewith, executed and delivered by the said mortgager to the mortgagee, and also as security for the discharge and performance of all obligations and premises by said mortgager herein contained.

1        Said mortgagor promises to pay said sum of Six Thousand dollars,  
2        (\$6,000.00), with interest thereon, at the time and in the manner  
3        specified in said promissory note; and also that he will, during  
4        the continuance hereof, keep the mortgaged property in good con-  
5        dition and repair; And the mortgagee is allowed the right to examine  
6        the property at any reasonable time to ascertain whether said pre-  
7        property is being maintained in good condition, and may foreclose this  
8        mortgage and collect the whole sum due hereon upon failure of the  
9        mortgagor to keep said property in good condition, as the same is  
10       now, or may hereafter be put into, reasonable wear and tear, and  
11       damage by the elements excepted; And that he will keep his head-  
12       quarters in the county of Eureka, Nevada, during the continuance of  
13       this mortgage, and not remove therefrom any of the property without  
14       the written consent of the mortgagee; also that he will, during the  
15       continuance hereof, keep each and all of the Trucks insured against  
16       loss by fire, theft, or collision in some substantial company in an  
17       amount not less than the reasonable value of each and all of said  
18       trucks, loss, if any, payable to the mortgagee, as his interest may  
19       appear;

20       It is hereby agreed that, if said mortgagor shall fail to make  
21       payment of any part of the principal or interest as provided in  
22       said promissory note at the time and in the manner therein specified,  
23       or if any breach be made of any obligation or promise of the mort-  
24       gager herein contained or hereby secured, then the whole principal  
25       sum unpaid on said promissory note, with interest accrued thereon,  
26       shall immediately become due and payable, at the option of the  
27       mortgagee; and he may at once proceed to foreclose this mortgage  
28       according to law; or he may, at his option, and he is hereby empowered  
29       to do so, enter upon the premises where said mortgages property may  
30       be and take possession of any or all of the personal property here-  
31       by mortgaged, and remove and sell the same, and dispose of the same,  
32       or any part thereof, and, from the proceeds of sale, retain all costs  
      and charges incurred by him in the taking and or sale of said

1 property, including any reasonable attorney's fee incurred; also all  
2 sums due him on said promissory note under any provision hereof; and  
3 any surplus of such proceeds remaining shall be paid to the mortgagor

4 If suit be commenced to foreclose this mortgage, there shall be  
5 due from the mortgagor to the plaintiff therein, immediately, on the  
6 commencement thereof a reasonable attorney's fee in said action,  
7 which said sum or sums is hereby secured.

8 WITNESS MY HAND this 15 day of June, 1943.

9 J. T. Stinnett  
Mortgager

10  
11 State of Nevada

ss

12 County of Eureka

13 Fred Minoletti, and J. T. Stinnett, the mortgagee and  
14 mortgagor respectively, being each duly sworn deposes and says that  
15 the foregoing mortgage is given for a debt actually owing from the  
16 mortgagor to the mortgagee in the sum of \$6,000.00 for money loaned  
17 by the mortgagee to the mortgagor, and that said mortgage is not  
18 made or given for the purpose of hindering or delaying and of the  
19 creditors of the mortgagor.

20 J. T. Stinnett  
Fred Minoletti

21 Subscribed and sworn to before  
22 me this 15 day of June, 1943.

23 H. R. Reynolds  
Notary Public

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1 State of Nevada  
2 County of Eureka ss

3 On this 15 day of June, 1943, personally appeared  
4 before me, W.R. Reynolds, a notary public in and for the county of  
5 Eureka, state of Nevada, ~~W.R. Reynolds~~ <sup>W.R. Reynolds</sup>, known to me to be the person  
6 described in and who executed the foregoing mortgage and who ack-  
7 nowledged to me that he executed the same freely and voluntarily  
8 and for the uses and purposes therein mentioned.

9 IN WITNESS WHEREOF I have hereunto set my hand and affixed my  
10 officail seal at my office in Eureka, Nevada, the day and year in  
11 this certificate first above written.

12 W.R. Reynolds  
13 Notary Public  
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Filed at the request of  
Fred Minsolletti

June 15, 1943 at 2:32 P.M.

Peter Merrials  
Recorder