

CHATTEL MORTGAGE

1 THIS INDENTURE, made this 4th day of October, 1943, between FRED
2 MINOLETTI, of Eureka County, State of Nevada, the party of the first part,
3 hereinafter termed the Mortgagor, and The First National Bank of Ely, Ely,
4 Nevada, a corporation organized and existing under the National Banking Laws
5 of the United States, and doing business in Ely, White Pine County, State of
6 Nevada, hereinafter termed the Mortgagee:

7 WITNESSETH: That the said Mortgagor in consideration of the sum of
8 TWO THOUSAND FIVE HUNDRED & no/100 (\$2,500.00) Dollars, to him in hand paid by
9 the said Mortgagee, the receipt of which is hereby acknowledged, does by these
10 presents grant, bargain, sell, assign, transfer and set over unto said Mortga-
11 gee, its successors and assigns forever, all and singular the following
12 described personal property, situate and being in Eureka County, Nevada, to-wit:

13
14 35 Milch Cows---Branded *JK*
15 21 Calves
16 1 Holstein Bull---Branded *JK*
17 Miscellaneous dairy equipment

18
19 TOGETHER WITH any and all increase, substitutions of and additions
20 to said property, this instrument to take effect upon, cover and include all
21 such increase, substitutions and additions as soon as the same shall be made
22 or brought into existence, or become incorporated with said described property
23 as part and parcel thereof.

24 TO HAVE AND TO HOLD, the above described property with the increase,
25 substitutions and additions aforesaid, in accordance with the provisions
26 hereinafter contained.

27 THIS CONVEYANCE IS GIVEN AND INTENDED as a mortgage to secure the
28 payment of an indebtedness of TWO THOUSAND FIVE HUNDRED & no/100 (\$2,500.00)
29 Dollars, owing from said Mortgagor to said Mortgagee, and evidenced by said
30 Mortgagor's certain promissory note in words and figures following, to-wit:

Ely, Nevada..... October 4, 1943

On or before one year after date, for value received, the undersigned,

\$ 2,500.00

promise(s) to
Pay to the order of

The **FIRST NATIONAL BANK** *of Ely,*

Int...... Twenty five hundred & no/100 **DOLLARS**
In Lawful Money of the United States of America

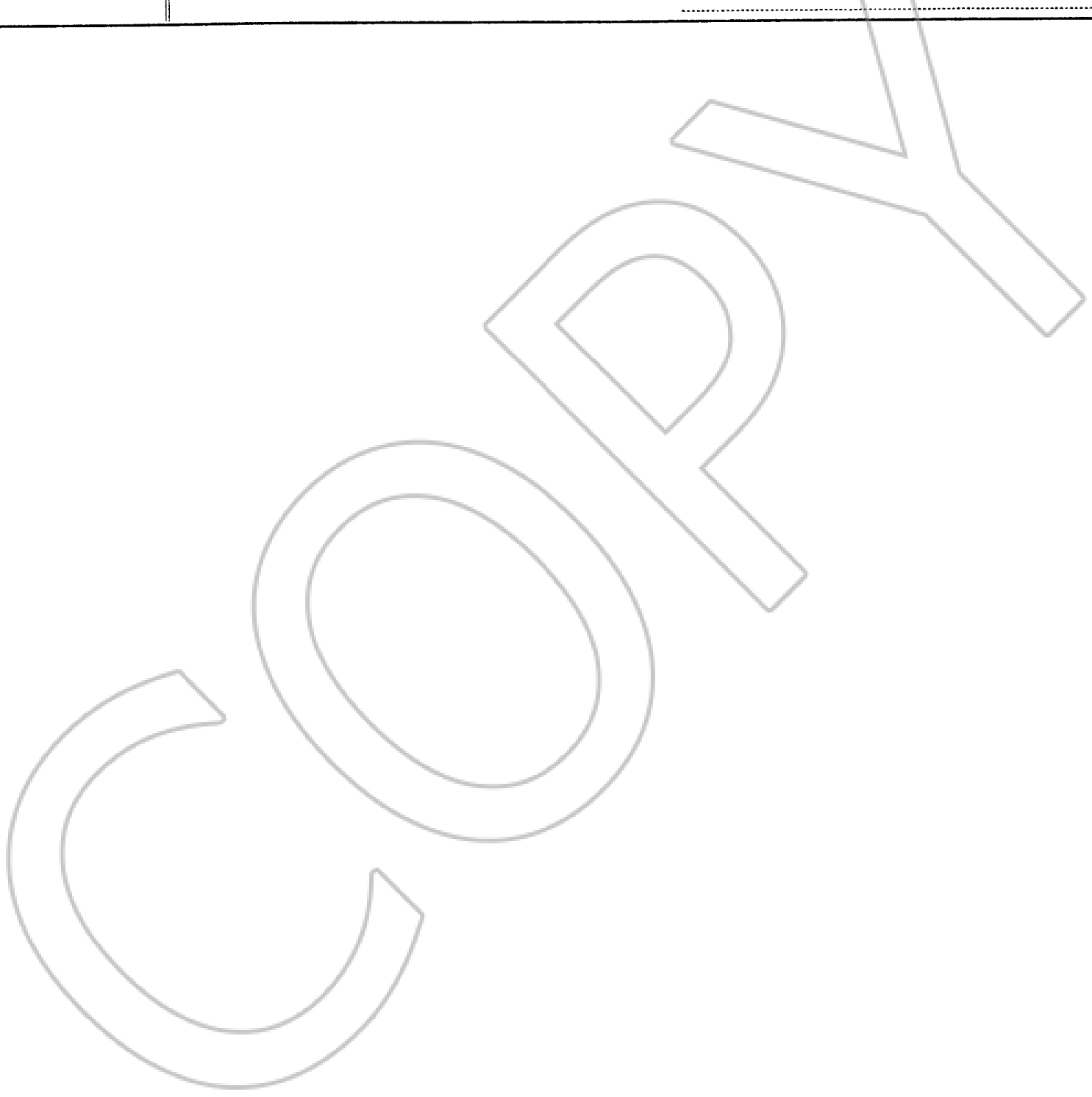
Date..... at THE FIRST NATIONAL BANK OF ELY, in Ely, Nevada, with interest thereon, in like money at the
rate of 8 per cent per annum, payable quarterly from date

No...... until maturity, and thereafter at the rate of 8 per cent per annum until paid,
and if not paid at maturity and this note be placed with an attorney for collection, or if suit be instituted for its
collection, the undersigned agree(s) to pay in either case reasonable attorney's fees. The makers, sureties, guar-
antors and endorsers hereof severally waive presentment for payment, protest, notice of protest and of non payment
of this note. If the interest on this note is not paid at the time it becomes due the holder of this note at its option
may declare the whole due and payable.

P. O...... This note is secured by mortgage to payee, dated October 4, 1943, on personal
property situated in the state of Nevada.

S/ **FRED MINOLATTI**

Due.....



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30

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 mortgage 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.

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 continuing security until paid.

AND THESE PRESENTS shall be void, if payment be made according to

1 the tenor and effect thereof, or if the same be satisfied by any sale or
2 disposition of this property for that purpose by the holder of the mortgage.

3 SAID MORTGAGOR covenants that he will properly care for, preserve
4 and protect said property while the same is in his possession, and will not
5 sell or dispose of the same or any part thereof, without the consent of the
6 holder hereof, or remove or suffer to be removed any part hereof from said
7 Eureka County, Nevada, and will not allow the same or any part thereof to be
8 taken from his possession by legal process or otherwise, except by the holder
9 to whom the said Mortgagor will deliver the whole of said property upon
10 demand. That the said Mortgagor will at all times until the mortgage debt is
11 paid, own and maintain subject to the lien of this mortgage, the same number
12 of live stock of the same kind as described herein and made subject to the
13 lien herein.

14 IT IS FURTHER UNDERSTOOD AND AGREED that the proceeds of any sale
15 or disposition of said property shall be applied:

16 FIRST: To the repayment of all such payment and advances as are hereinbefore
17 mentioned.

18 SECOND: To the payment of the Attorney's fees in said note provided the costs
19 and expenses of sale, and costs of suit, if any.

20 THIRD: To the payment of the principal and interest of said indebtedness.

21 FOURTH: To the overplus, if any there, shall be paid to the Mortgagor or his
22 order, upon demand. It is expressly agreed that if the moneys received from
23 any sale or disposition of said property shall be insufficient to pay all
24 expenses, advances, outlays, principal, interest, attorney's fees and costs,
25 then said Mortgagor shall only receive credit upon said note for the amount
26 applicable to the payment thereof, and the holder thereof may thereafter
27 proceed as though only partial payment had been made thereon, and have
28 judgment for any deficiency.

29 THE MORTGAGOR does hereby agree that he will, upon demand for
30 possession of said property or any part thereof under any of the provisions

1 hereof, deliver and surrender possession thereof to the Mortgagee and that he
2 will hold the Mortgagee free and harmless from any blame of any nature whatso-
3 ever which may be sustained by the said Mortgagor, by reason of the Mortgagee
4 taking possession of the mortgage property under any of the terms or conditions
5 of this mortgage.

6 EVERY COVENANT, stipulation and agreement herein contained shall bind
7 and inure to the benefit of the said Mortgagor and the Mortgagee and their
8 respective heirs, executors, administrators, successors and assigns.

9 THIS MORTGAGE is intended to secure and does secure the performance
10 of the terms and conditions of said mortgage and all of the following cove-
11 nants adopted by reference.

12 THE FOLLOWING COVENANTS: Covenant No. 1; Covenant No. 2, 20%;
13 Covenant No. 3, 8%; Covenant No. 4; Covenant No. 5; Covenant No. 6; Covenant
14 No. 8; Covenant No. 9; Covenant No. 10; Covenant No. 11; Covenant No. 12;
15 Covenant No. 13; Covenant No. 14 and Covenant No. 15 of an Act entitled, "An
16 Act relating to mortgages on real and personal property, and to provide that
17 certain agreements, covenants, obligations, rights, and remedies thereunder
18 may be adopted by reference," and approved March 23, 1927, and being Sections
19 4330-4336, Nevada Compiled Laws, 1929, are hereby adopted and made a part of
20 this Chattel Mortgage.

21 IN WITNESS WHEREOF, the said Mortgagor has hereunto set his hand the
22 day and year first above written.

23

24

25 STATE OF NEVADA)

:ss

26 COUNTY OF WHITE PINE)

27 On this 4th day of October, 1943, before me, a Notary Public in and
28 for said County and State, personally appeared FRED MINOLETTI, of Eureka
29 County, Nevada, known to me to be the person described in and who executed the
foregoing mortgage and who duly acknowledged to me that he executed the same
freely and voluntarily and for the uses and purposes therein mentioned.

30



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

Notary Public *H.R. Reynolds*
IN AND FOR SAID COUNTY AND STATE

My Commission Expires *Feb 9 1947*.

STATE OF NEVADA)
:ss
COUNTY OF WHITE PINE)

FRED MINOLETTI, being first duly sworn, according to law upon oath, deposes and says: that he is the Mortgagor named in the foregoing Chattel Mortgage; that the aforesaid Chattel Mortgage is made in good faith and without any design to hinder, defraud, or delay creditors.

Fred Minolatti

SUBSCRIBED AND SWORN TO, before me this 4th day of October, 1943.

Notary Public *H.R. Reynolds*
IN AND FOR SAID COUNTY AND STATE

My Commission Expires *Feb 9 1947*.

STATE OF NEVADA)
:ss
COUNTY OF WHITE PINE)

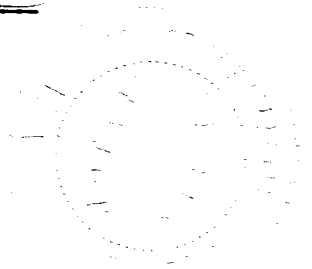
JAY E. BRINTON, being first duly sworn, according to law, upon oath, deposes and says: that he is the Vice-president of the Mortgagee Corporation named in the foregoing mortgage and that as such officer he makes his affidavit on behalf of said corporation; that the aforesaid mortgage is made in good faith and without any design to hinder, delay, or defraud creditors.

J.E. Brinton

SUBSCRIBED AND SWORN TO before me this 4th day of October, 1943.

Notary Public *Virginia Wallace*
IN AND FOR SAID COUNTY AND STATE

My Commission Expires *October 5, 1946*.



File No. 24804

Filed at the request of
Jay Binton

November 4- 1943 at
10:15 A.M.

Peter Marialdo
Recorder

Satisfied

9/25/44

See Release

COPY