

John Iratcabal

CHATTEL MORTGAGE

1 This chattel mortgage, made this 1 day of December, 1943, by and
2 between Mike Etchegaray, and Jean Sellaberry, both of Eureka, Nevada,
3 the mortgagors, and John Iratcabal, of Eureka, Nevada, the mortgagee,

4 WITNESSETH:

5 That said mortgagors does hereby mortgage to the mortgagee all
6 that personal property now at Eureka County, state of Nevada, descri-
7 bed, as follows: TWO THOUSAND head of sheep, more or less, branded
8 17 on right shoulder, together with the increase of said sheep, and
9 additions, and substitutions thereof, and together with the annual
10 crop of wool of said sheep, and additions, and substitutions thereof,
11 as security for the payment to said mortgagee of the sum of Eighteen
12 thousand five hundred twenty-seven and 66/100 dollars, on the 1 day
13 of December, 1948, with interest thereon at the rate of FIVE percent
14 per annum, according to the terms of a promissory note of even date
15 herewith, executed and delivered by said mortgagors to the mortgagee,
16 and also as security for the discharge and performance of all ob-
17 ligations and promises by said mortgagors herein contained.

18 Said mortgagors promise to pay said sum of \$18,527.66, with in-
19 terest thereon, at the time and in the manner specified in said
20 promissory note; and also that they will, during the continuance here-
21 of, keep the mortgaged property in good condition; and that they will
22 not remove, nor permit to be removed, any part of said property from
23 Elko, Eureka, and Nye Counties without the written consent of the
24 mortgagee first had and obtained.

25 And said mortgagors hereby declares and warrants to the mortgagee
26 that they are the absolute owners, and in the possession, of all
27 said mortgaged property, and that the same is free and clear of all
28 liens, incumbrances, and adverse claims.

29 It is hereby agreed that, if said mortgagors shall fail to make
30 payment of any part of the principal or interest as provided in
31 said promissory note at the time and in the manner therein specified,
32 or if any breach be made of any obligation or promise of the mort-
gagors herein contained or hereby secured, then the whole principal
sum unpaid on said promissory note, with the interest accrued there-
on, shall immediately become due and payable, at the option of the

1 mortgagee;and he may at once proceed to foreclose this mortgage ac-
2 cording to law;or he may,at his option,and he is hereby empowered
3 so to do,enter upon the premises where said mortgaged property may
4 be and take possession thereof,and remove and sell and dispose of
5 the same,and,from the proceeds of sale,retain all costs and charges
6 incurred by him in the taking or sale of said property,including any
7 reasonable attorney's fee incurred;also all sums due him on said
8 promissory note under any provisions herof; and any surplus of such
9 proceeds remaining shall be paid to the mortgagors.

10 If suit be brought to foreclose this mortgage,there shall be due
11 from the mortgagors to the plaintiff therein,immediately,on the com-
12 mencement thereof,a reasonable attorney's fee in said action,which
13 sum is hereby secured.

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

20 Witness our hands this 1 day of December, 1943.

21
22 State of Nevada
23 County of Eureka

Mike Etchegaray
Jean Sellaberry

24 On this 1 day of December, 1943, personally appeared
25 before me Mike Etchegaray, and Jean Sellaberry, known to me to be the
26 persons described in and who executed the foregoing instrument, and
27 each of whom acknowledged to me that he executed the same freely and
28 voluntarily and for the uses and purposes therein mentioned.

29 In witness whereof I have hereunto set my hand and affixed my
30 official seal at my office in Eureka, Nevada, this 1 day of December,
31 1943.

32
W. H. Cupped
Notary Public

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State of Nevada
County of Eureka

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John Iratcabal, and Mike Echeagaray each being separately duly sworn deposes and says; that the foregoing chattel mortgage is made in good faith and for value in the sum of \$18,527.66 for money actually loaned by the mortgagee to the mortgagors, and is not made to hinder, delay, or defraud any creditors of the said mortgagors.

Mike Echeagaray
John Iratcabal

Subscribed and sworn to before
me this 1 day of December, 1943.
W.R. Reynolds
Notary Public

Carbon Copy Duplicate
W.R. Reynolds
Notary Public

File No. 24830

Filed at the request of
John Scatechal

Nov. 4 - 1943 at 1:30 PM

Peter Merzolds
Recorder

COPY