

REAL AND CHATTEL MORTGAGE

THIS MORTGAGE, made the 1st day of March, 1944, by and between DEWEY DANN and SOPHIE DANN, his wife, both of the County of Eureka, State of Nevada, parties of the first part and mortgagors, and ED FILIPPINI, of the same place, party of the second part and mortgagee,

WITNESSETH:

That the said mortgagors, for and in consideration of the sum of \$2,500.00, lawful money of the United States of America, to them in hand paid by the said mortgagee, the receipt whereof is hereby acknowledged, and in further consideration of the indebtednesses hereinafter recited, and covenants hereinafter contained, do by these presents grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns, all those certain lots, pieces or parcels of land, situate, lying and being in the County of Eureka, State of Nevada, particularly described as follows, to-wit:

REAL PROPERTY

N $\frac{1}{2}$ S $\frac{1}{2}$  of Sec. 34, T. 29 N., R. 49 E., M.D.M., together with the tenements, hereditaments and appurtenances, and together with all waters, water rights and rights to the use of water, stockwatering rights and grazing rights appurtenant thereto, or used or enjoyed in connection therewith.

Together with

PERSONAL PROPERTY

142 head, more or less, of stock cattle, counting everything, and being intended to include all of the stock cattle owned by the mortgagors, or either of them; all of said cattle (except unbranded calves) being branded 29 on right hip and earmarked with an overslope on both ears, together with the increase, substitutions and additions; all being situate on or in the neighborhood of the ranch premises of the mortgagors hereinabove described, or on the public domain in the vicinity thereof.

This conveyance is by way of mortgage from the said mortgagors to the said mortgagee, and/or his heirs and assigns, as security for the payment to the said mortgagee, and/or his heirs and assigns, by the said mortgagors, of the sum of \$2,500.00, current lawful money of the United States of America, together with interest thereon at the rate of 6% per annum, according to the terms and tenor of that certain note in the words and figures following, to-wit:

"\$2,500.00

Elko, Nevada, March 1, 1944.

On or before five years after date, for value received, the undersigned, DEWEY DANN and SOPHIE DANN, his wife, jointly and severally promise to pay to the order of ED FILIPPINI, at Elko, Nevada, or wherever payment may be demanded by the holder hereof, whether within or without the State of Nevada, the sum of \$2500.00 in current lawful money of the United States, together with interest thereon at the rate of 6% per annum from date until paid. Interest payable annually on or before the 15th day of November of each year, commencing with the 15th day of November, 1944.

The makers may make payments on account of principal at any time, whereupon interest shall continue to accrue only on unpaid principal.

In default of any payment of principal or interest, as herein provided, the whole sum of principal and interest shall, at the option of the holder, become due and payable.

If suit be commenced for the collection of any part of the principal or interest hereunder, after default, the makers jointly and severally promise to pay a reasonable fee in addition.

The makers and endorsers hereby waive demand, presentment, diligence, notice of non-payment and protest and suit against the makers.

Dewey Dann

Sophie Dann

The following covenants Nos. 1, 2 (Attorney fee reasonable) 3 (6%), 4, 5, 6, 7 (Insurance \$ None) 8, 9, 10, 11, 12, 13, 14 and 15 of Section 1 of an Act entitled "An Act relating to mortgages of 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.

It is understood and agreed that while not in default hereunder the mortgagors may sell in due course free and clear of the lien of this Mortgage all beef cattle, fat cows, old cows, Shelly cows and other animals from said herd in the ordinary and usual course of business in accordance with the livestock industry as generally practiced in said vicinity, and that no release of such beef cattle and other cattle thus annually sold need be obtained in order to enable the said Mortgagors to convey title thereto without release from the Mortgagee.

IN WITNESS WHEREOF, the said Mortgagors have hereunto set their respective hands the day and year first hereinabove written.

Dewey Dann  
Dewey Dann  
Sophie Dann  
Sophie Dann

STATE OF NEVADA, )  
COUNTY OF ELKO. )SS.

On this 1st day of March, 1944, personally appeared before me, a Notary Public in and for said County and State, DEWEY DANN and SOPHIE DANN, his wife, known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to me that they 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 the day and year in this certificate last above written.

[Signature]  
Notary Public.

Released

Release: Filed Dec. 8, 1944

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DEWEY DANN ET UX,  
MORTGAGORS,  
TO  
ED FILIPPINI,  
MORTGAGEE,

File No. 24889

Filed at the request of  
Milton B. Badt  
March 4, 1944  
At 10:21 A.M.

*Milton B. Badt*  
Recorder

DATED MARCH 1, 1944

MILTON B. BADT  
ATTORNEY AT LAW  
ELKO, NEVADA