

THIS MORTGAGE, made the 1st day of February, A. D. 1944, between CIRIACO HERRERA and ROSE C. HERRERA, his wife, both of the County of Eureka, State of Nevada, the parties of the first part, mortgagors, and MARTIN SEGURA of the County of Lander, State of Nevada, the party of the second part,-

- W I T N E S S E T H: -

THAT WHEREAS, the said mortgagors are justly indebted to the said mortgagee in the sum of SIX THOUSAND SIX HUNDRED NINETY SIX and 18/100 DOLLARS (\$6,696.18), lawful money of the United States of America, evidenced by a certain promissory note bearing even date with these presents, which said promissory note bearing even date with these presents, which said promissory note is in the words and figures following,-

\$6,696.18

Eureka, Nevada, February 1, 1944

On or before ten years after date, without grace, for value received, we, jointly and severally promise to pay to the order of MARTIN SEGURA, in Eureka, Nevada, or wherever payment shall be demanded in the State of Nevada, or elsewhere, at the option of the holder hereof, the sum of SIX THOUSAND SIX HUNDRED NINETY SIX and 18/100 DOLLARS (\$6,696.18) in current lawful money of the United States, with interest in like money at the rate of four per cent (4%) per annum until paid. The makers and endorsers hereof waive demand, protest, notice and diligence. We further jointly and severally promise that if this note is not fully paid at maturity to pay all costs and expenses including a reasonable attorney's fee that may be incurred in collecting this note or any part thereof.

Interest payable annually.

CIRIACO HERRERA

ROSE C. HERRERA

NOW THIS MORTGAGE WITNESSETH:-

That the said mortgagors, for and in consideration of the premises, and the sum of One Dollar (\$1.00), to him in hand paid by the said mortgagee, the receipt whereof is hereby acknowledged, have granted, bargained, sold, conveyed, confirmed and set over, and do by these presents grant, bargain, sell, convey, confirm and set over, unto the said mortgagee, his heirs and assigns forever, all those certain pieces and parcels of land situate, lying and being in the Town of Eureka, County of Eureka, State of Nevada, and those certain chattels and that certain personal property situate in the Town of Eureka, County of Eureka, State of Nevada, all of which pieces and parcels of land and said chattels and personal property are particularly described as follows,-

REAL PROPERTY

Lots numbered Eight (8) and Nine (9) and the North twenty-(20) feet of Lot numbered Ten (10) lying adjacent to said Lot 9, all in Block numbered Thirty-six (36) of the Town of Eureka, County of Eureka, State of Nevada, as the same appear upon the official map or plat of said Town of Eureka on file in the office of the County Recorder of the County of Eureka, State of Nevada, including any and all buildings and improvements in and upon said premises.

PERSONAL PROPERTY

1 Roll top desk; 1 Underwood typewriter; 1 safe; 1 Dalton adding machine; 1 Bolt cabinet; 1 office chair; 1 file cabinet; Shelving and bins; 1 Hobart Air Compressor; 1 Hobart battery charger; 1-1,500 Watt Kohler light plant; 1 Bear hydraulic lift; 1 overhead trolley and track; 1 set chain blocks; 1 vulcanizing outfit; 6 steel shop benches; 1-13 inch lathe and attachments; 1-20 inch drill press; 1-6 inch Sensitive drill; 1 power hacksaw; 1 20-ton Weaver press; 1-10 inch emery wheel and stand; 1 grinder and buffer; 1 Storm cylinder machine; 1 welding torch and gauges; 2 gasoline pumps; 8 Ries oil containers; 1 air station; 1 garage heater; 2 stoves (1 oil stove and 1 heating stove); 1 forge; 1 anvil; blacksmith tools; 1-1½ ton

1935 Ford V8 truck with wrecking crane.

It is understood and agreed that all substitutions and additions to the personal property and chattels herein described is property mortgaged hereunder and subject to the lien of this mortgage.

All sums secured by any of the terms of this mortgage are hereby declared to be a lien upon the property above described and this mortgage is intended to secure, and the mortgagors do hereby mortgage the above described property and the whole thereof to the said mortgagee for the purpose of securing:-

First:- The performance of the promises and obligations of this mortgage and the payment of the indebtedness above described, with interest, as evidenced by the promissory note hereinabove set forth.

Second:- The payment of a reasonable attorney's fee in case suit is started for the collection of said note, and the payment of all costs and expenses of such suit, whether said suit be prosecuted to judgment or not, and also all costs of any sale made hereunder without court proceedings, including in case of such sale, an attorney's fee equal to fifteen (15) per cent of the amount due at the date of such sale upon the principal and interest of the promissory note above set forth.

Third:- The payment in lawful money of the United States of all sums expended or advanced by the mortgagee, for taxes or assessments levied or assessed against the property secured hereby, or for any other purpose provided for by the terms of this mortgage, together with interest upon any such

sums from the date of payment by the mortgagee until repaid at the rate of four per cent (4%) per annum.

Fourth:- The payment in lawful money of the United States of any and all moneys other and in addition to those expressly mentioned herein, that may hereafter become or be due or payable from said mortgagors to the said mortgagee from any cause whatever, not exceeding the sum of \$1,000.00.

These presents are upon the express condition that if all sums of money secured hereby to be paid shall be paid, at the times and places and in the manner herein mentioned, then, and in that case, these presents and the estate hereby mentioned shall cease, determine and be void, and the said mortgagors for themselves and their heirs, executors, administrators and assigns, do hereby covenant, promise and agree to pay the said mortgagee, his heirs and assigns, in lawful money of the United States, all sums secured hereby to be paid, as aforesaid, at the times and in the manner herein and in said promissory note specified, and if default shall be made in the payment of the principal or interest, or any part thereof, respectively, as provided in the promissory note hereinabove set forth, at the time in said note specified for the payment thereof, then, and in any such case, the whole of said principal sum which shall then remain unpaid, shall forthwith become payable, though the time expressed in said note for the payment thereof shall not have arrived, and in the event of such default, suit may be immediately brought by the mortgagee, his heirs and assigns, and a decree be had to sell the said property and premises, with all and every of the appurtenances or any part thereof, in the manner prescribed by law, and out of the money arising from such

sale there shall be paid the principal and interest due upon said promissory note, together with the costs and charges of making such sale, including attorney's fees and all other sums secured by these presents, and any overplus shall be paid over to the mortgagors, their heirs, executors, administrators and assigns.

It is expressly covenanted that the mortgagee may become the purchaser of the mortgaged property, or any part thereof, at any sale under any of the terms of this mortgage.

The mortgagors, for themselves and their heirs, executors, administrators and assigns, hereby covenant, promise and agree to pay and discharge as soon as due, all taxes, assessments, liens or other encumbrances now subsisting or hereafter to be laid or imposed upon said property and premises, including taxes, if any are levied or assessed upon this mortgage, or upon the debt secured hereby, and hereby waive the right to treat the payment of such taxes or assessments as a payment on the debt hereby secured, or as being to any extent a discharge thereof. In case said taxes, assessments, liens or encumbrances so agreed to be paid be not so paid, then the mortgagee, being hereby made the sole judge of the legality thereof, may, without notice to the mortgagors, pay such taxes, assessments, liens or encumbrances, or cause the same to be removed by suit or otherwise, all at the cost of the mortgagors.

The mortgagors further expressly covenant and agree for themselves and their heirs, executors, administrators and assigns, to repay to the mortgagee, his heirs and assigns, upon demand, any and all sums which may be advanced by the mortgagee under any of the terms of this mortgage, together with interest

thereon at the rate of four per cent (4%) per annum, from date of payment until repaid to mortgagee.

The following covenants, Nos. One; Two (fifteen per cent); Three (four per cent); Four; Five; Six; Seven (\$\_\_\_\_\_); Eight; Nine; Ten; Eleven; Twelve; Thirteen; Fourteen; and Fifteen 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," adopted March 23, 1927, are hereby adopted and made a part of this mortgage.

IN WITNESS WHEREOF, the mortgagors have hereunto set their hands the day and year first above written.

*Ciriaco Herrera*  
*Rose C. Herrera*  
Ciriaco Herrera  
Rose C. Herrera

STATE OF NEVADA            )  
                                      : ss.  
COUNTY OF EUREKA        )

On this 5 day of April, 1944, personally appeared before me, a Notary Public in and for the said County and State, - CIRIACO HERRERA and ROSE C. HERRERA, his wife, - known to me to be the persons described in and who executed the above and foregoing instrument, who 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 at my office in the said County and State, the day and year in this certificate first above written.

*W. R. Reynolds*  
W. R. Reynolds  
- Notary Public -

My commission expires: Feb 9, 1947

*Duplicate Copy*

File No. 24935

Filed at the request of

Cinco Herrera

April 15, 1944 at 10:13 AM.  
as a Chattel Mortgage

Peter Merold

COPY