

REAL ESTATE AND CHATTEL MORTGAGE

1           THIS INDENTURE, made this 15<sup>th</sup> day of July, 1944, between MARTIN M.  
2 FORD and MILDRED P. FORD, of Eureka County, State of Nevada, the parties of  
3 the first part, hereinafter called the Mortgagors, and THE FIRST NATIONAL  
4 BANK OF ELY, Ely, Nevada, a corporation organized and existing under the  
5 National Banking Laws of the United States, and doing business in Ely, White  
6 Pine County, State of Nevada, hereinafter called the Mortgagee:

7           WITNESSETH: That whereas, the said Mortgagors are justly indebted  
8 to the said Mortgagee in the sum of THREE THOUSAND & no/100 (\$3,000.00) DOLLARS,  
9 lawful money of the United States of America, evidenced by that certain  
10 promissory note, bearing even date with these presents, in words and figures  
11 as follows, to-wit:

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24           NOW THIS MORTGAGE WITNESSETH: That the said Mortgagors for and in  
25 consideration of the premises, and the sum of One Dollar to them in hand paid  
26 by the said Mortgagee, the receipt whereof is hereby acknowledged, have grant-  
27 ed, bargained, sold, conveyed, confirmed and set over, and do by these presents  
28 grant, bargain, sell, convey, confirm and set over unto the said Mortgagee,  
29 its successors and assigns forever;

30           ALL THOSE CERTAIN PREMISES, situate, lying and being in the County

	In monthly payments of \$100.00 beginning August 15, 1944,	Ely, Nevada	July 15, 1944.
\$ 3,000.00	promise(s) to Pay to the order of	after date, for value received, the undersigned,	
Int.	The FIRST NATIONAL BANK of Ely,		
	Three thousand & no/100	DOLLARS	
Date	In Lawful Money of the United States of America		
	at THE FIRST NATIONAL BANK OF ELY, in Ely, Nevada, with interest thereon, in like money at the		
	rate of five per cent per annum, payable monthly from date		
No.	until maturity, and thereafter at the rate of five 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		
P. O.	may declare the whole due and payable.		
	This note is secured by mortgage to payee, dated July 1944, on real and personal		
	property situated in the state of Nevada		
	Due		
	S/ MARTIN M. FORD		
	S/ MILDRED P. FORD		

COPY

1 of Eureka, State of Nevada, and bounded and particularly described as follows,  
2 to-wit:

3 All of Lot Nine (9), Block Twenty-two (22) of the Town of  
4 Eureka, Eureka County, Nevada, as the same is shown and  
5 delineated upon the official map or plat of the said Town  
6 of Eureka of record in the office of the County Recorder  
7 of Eureka County, and to which map or the record thereof  
8 reference is hereby made for all the particulars shown  
9 thereby.

10 TOGETHER WITH all and singular the tenements, hereditaments, and  
11 appurtenances thereunto belonging and in anywise appertaining, and the rever-  
12 sion and reversions, remainder and remainders, rents, issues and profits there-  
13 of.

14 AND ALSO that certain personal property and those certain chattels  
15 described as follows:

16 One Soda Fountain  
17 One Flam Hot Water Heater  
18 One Carbonated Water Charger  
19 One Combination Gas and Coal Range  
20 Two Show Cases  
21 One Cash Register  
22 One Coleman Oil Heating Stove  
23 One Jute Box

24 and various other fixtures and equipment used in connection  
25 with a general soda fountain business and contained in the  
26 premises.

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

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

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 here-  
after expended at its option by the Mortgagee in searching for, taking posses-  
sion of, maintaining, preserving and marketing the mortgaged property, or any  
part thereof. This mortgage also secures payment for further sums, and the

1 promissory notes evidencing same, together with interest as shall be provided  
2 for therein, as may hereafter be loaned or advanced by the Mortgagee to the  
3 Mortgagors; provided, however, that the making of any such further loans and  
4 advances shall be optional with the Mortgagee.

5 AND THESE PRESENTS shall be void if payment be made according to the  
6 tenor and effect thereof, or if the same be satisfied by any sale or disposi-  
7 tion of this property for that purpose by the holder of this mortgage.

8 SAID MORTGAGORS covenant that they will properly care for, preserve  
9 and protect said property while the same is in their possession, and will not  
10 sell or dispose of the same or any part thereof without the consent of the  
11 holder hereof, or remove or suffer to be removed any part hereof from said  
12 Eureka County, State of Nevada, and will not allow the same or any part thereof  
13 to be taken from their possession legal process or otherwise, except by the  
14 holder hereof, to whom the said Mortgagors will deliver the whole of said prop-  
15 erty upon demand.

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

18 FIRST: To the repayment of all such payments and advances as are herein-  
19 before mentioned.  
20 SECOND: To the payment of the attorney's fees in said note provided, the  
21 costs and expenses of sale, and costs of suit, if any.  
22 THIRD: To the payment of the principal and interest of said indebtedness.  
23 FOURTH: The overplus, if any there by, shall be paid to the Mortgagors or  
24 their order, upon demand. It is expressly agreed that if the moneys  
25 received from any sale of disposition of said property shall be in-  
26 sufficient to pay all expenses, advances, outlays, principal, in-  
27 terest, attorney's fees and costs, then said Mortgagors shall only  
28 receive credit upon said note for the amount applicable to the  
29 payment thereof, and the holder thereof may thereafter proceed as  
30 though only partial payment had been made thereon, and have judg-  
ment for any deficiency.

26 THE MORTGAGOR does hereby agree that he will, upon demand for  
27 possession of said property or any part thereof under any of the provisions  
28 hereof, deliver and surrender possession thereof to the Mortgagee and that he  
29 will hold the Mortgagee free and harmless from any damage of any nature what-  
30 soever which may be sustained by the said Mortgagors by reason of the Mortgagee  
taking possession of the Mortgaged property under any of the terms or conditions  
of this mortgage.

1 UPON DEFAULT by the Mortgagors of any of the terms, covenants, condi-  
2 tions or agreements of this mortgage it is agreed that all rights granted the  
3 mortgagee, under Covenant No. 13 of an Act entitled, "An Act relating to  
4 mortgages on real and personal property, and to provide that certain agree-  
5 ments, covenants, obligations, rights, remedies thereunder may be adopted by  
6 reference." Approved March 23, 1927-----, are hereby granted to the Mortgagee  
7 herein and extended to all of the chattels herein mortgaged.

8 EVERY COVENANT, Stipulation and Agreement herein contained shall bind  
9 and inure to the benefit of the said Mortgagors and the said Mortgagee and  
10 their respective heirs, executors, administrators, successors and assigns.

11 THIS MORTGAGE IS INTENDED to secure and does secure the performance  
12 of the terms and conditions of said mortgage and all of the following covenants  
13 adopted by reference.

14 THE FOLLOWING COVENANTS: Covenant No. 1; Covenant No. 2, 20%; Cov-  
15 enant No. 3, 5%; Covenant No. 4; Covenant No. 5; Covenant No. 6; Covenant No. 7;  
16 Covenant No. 8; Covenant No. 9; Covenant No. 10; Covenant No. 11; Covenant No.  
17 12; Covenant No. 13; Covenant No. 14 and Covenant No. 15 of an Act entitled,  
18 "An Act relating to mortgages on real and personal property, and to provide  
19 that certain agreements, covenants, obligations, rights, and remedies there-  
20 under may be adopted by reference." and approved March 23, 1927, and being  
21 Sections 4330-4336 Nevada Compiled Laws 1929, are hereby adopted and made a  
22 part of this Chattel Mortgage.

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

25 Martin M. Ford

26 Elizabeth P. Ford  
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1 STATE OF NEVADA )  
: ss  
2 COUNTY OF EUREKA)

3 On this 15<sup>th</sup> day of July, 1944, before me, a Notary Public in and  
4 for said County and State, personally appeared MARTIN M. FORD and MILDRED P.  
5 FORD, known to me to be the persons described in and who executed the foregoing  
mortgage, and who duly acknowledged to me that they executed the same freely  
and voluntarily and for the uses and purposes therein mentioned.

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

9 Leona Morrison  
10 Notary Public in and for said County and State  
11 My Commission Expires  
12 February 10, 1948

12 STATE OF NEVADA )  
: ss  
13 COUNTY OF EUREKA)

14 MARTIN M. FORD and MILDRED P. FORD, being first duly sworn, accord-  
15 ing to law upon oath, depose and say: that they are the Mortgagors named in  
16 the foregoing Real and Chattel Mortgage; that the aforesaid Real and Chattel  
Mortgage is made in good faith and without any design to hinder, defraud or  
delay creditors.

17 Martin M. Ford  
18  
19 Mildred P. Ford

20 SUBSCRIBED AND SWORN TO BEFORE ME THIS 15<sup>th</sup> day of July, 1944.

21  
22 Leona Morrison  
23 Notary Public in and for said County and State  
24 My Commission Expires  
25 February 10, 1948

25 STATE OF NEVADA )  
: ss  
26 COUNTY OF WHITE PINE)

27 JAY E. BRINTON, being first duly sworn, according to law, upon oath,  
28 desposes and says; that he is the Vice President and Cashier of the Mortgage  
29 Corporation that executed the foregoing mortgage and that as such officer he  
30 makes this affidavit on behalf of said corporation; that the aforesaid mort-  
gage is made in good faith and without any design to hinder, delay, or de-  
fraud creditors.

31 J. E. Brinton  
32  
33 SUBSCRIBED AND SWORN TO BEFORE ME this 15<sup>th</sup> day of July, 1944.

34 Virginia Wallace  
35 Notary Public in and for said County and State  
36 My Commission Expires



File No. 25113

Filed at the request of  
J. E. Binton  
as a grantee mortgage  
July 15, 1944 at 9:01 AM.

Deter Meriada  
Recorder

COPY