

CHATTEL MORTGAGE.

THIS INDENTURE, made this 6th day of November, 1944 between JEAN SALLABERRY, JEAN UHARRIET, and LOUIE GOYHENETCHE, of Eureka County, State of Nevada, the party of the first part, hereinafter termed the Mortgagor, and THE FIRST NATIONAL BANK OF ELY, Nevada, a corporation organized and existing under the National Banking Laws of the United States, and doing business in Ely, White Pine County, State of Nevada, hereinafter termed the Mortgagee:

WITNESSETH: That the said Mortgagor in consideration of the sum of TEN THOUSAND & NO/100 DOLLARS, to him in hand paid by the said Mortgagee, the receipt of which is hereby acknowledged, does by these presents grant, bargain, sell, assign, transfer and set over unto said Mortgagee, its successors and assigns forever, all and singular the following described personal property, situate and being in Eureka County, Nevada, to-wit:

1100 Ewes, aged 2 and 3 years

1060 Ewes, aged 5 and 6 years

140 Ewes, aged 7 years

All branded 22 on Back, and ear marked thus:

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TOGETHER WITH any and all increase, substitutions of and additions to said property, this instrument to take effect upon, cover and include all such increase, substitutions and additions as soon as the same shall be made 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 hereinafter contained.

THIS CONVEYANCE IS GIVEN AND INTENDED as a mortgage to secure the payment of an indebtedness of TEN THOUSAND & NO/100 (\$10,000.00) DOLLARS, owing from said Mortgagor to said Mortgagee, and evidenced by said Mortgagor's certain promissory note in words and figures following, to-wit:

	Ely, Nevada	November 6, 1944.	19
\$ 10,000.00	On or before three years		
	promise(s) to		
	Pay to the order of		
Int.	The FIRST NATIONAL BANK of Ely,		
	Ten thousand & 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 6 per cent per annum, payable semi annually from date		
No.	until maturity, and thereafter at the rate of 6 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 November 6, 1944, on personal		
	property situated in the state of Nevada		
	Due		
	S/ JEAN SALLABERRY		
	S/ JEAN UHARRIET		
	S/ LOUIE GOYHENETCHE		

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THIS MORTGAGE also secures the 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 mortgaged 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 Mortgager; 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 the tenor and effect thereof, or if the same be satisfied by any sale or disposition of this property for that purpose by the holder of the mortgage.

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

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

FIRST: To the repayment of all such payments and advances as are hereinbefore mentioned.

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

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

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

THE MORTGAGOR does hereby agree that he will, upon demand for possession of said property or any part thereof under any of the provisions hereof, deliver and surrender possession thereof to the Mortgagee and that he will hold the Mortgagee free and harmless from any blame of any nature whatsoever which may be sustained by the said Mortgagor, by reason of the Mortgagee taking possession of the mortgaged property under any of the terms or conditions of this mortgage.

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

THIS MORTGAGE is intended to secure and does secure the performance of the terms and conditions of said mortgage and all of the following covenants adopted by reference.

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

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

Jean Sallaberry
Louie Goyhenetche
Jean Uharriet

STATE OF NEVADA ϕ
 : ss
COUNTY OF WHITE PINE)

On this 6th day of November, 1944, before me, a Notary Public in and for said County and State, personally appeared JEAN SALLABERRY, JEAN UHARRIET and LOUIE GOYHENETCHE of Eureka County, Nevada, known to me to be the persons described in and who executed the foregoing mortgage and who duly acknowledged to me that they, and each of them, 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 first above written.

Virginia Waller
NOTARY PUBLIC IN AND FOR SAID COUNTY AND
STATE.

My Commission expires: Oct. 5, 1946

STATE OF NEVADA)
) ss.
COUNTY OF WHITE PINE)

JEAN SALLABERRY, JEAN UHARRIET and LOUIE GOYHENETCHE, being first duly sworn, according to law upon oath, despose and say: that they are the Mortgagors 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.

Jean Sallaberry
Louie Goyhenetche
Jean Uhariet

SUBSCRIBED AND SWORN to Before me, this 6th day of November, 1944

Virginia Waller
Notary Public in and for said County and State .

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 this 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 6th day of November, 1944.

Virginia Waller
Notary Public in and for said county and state.

Filed at the request of
J. E. Brinton

Nov. 7-9.10.1944
at 10:45 AM

Peter Meriardo
Recorder

25198

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