

THIS MORTGAGE, dated this 1st day of January, 1945, made and executed by A. I. ALLEN and LOIS K. T. ALLEN, his wife, the parties of the first part, called "mortgagors", to JOE ANDROZZI, the party of the second part, called "mortgagee", all of the County of Eureka, State of Nevada,

W I T N E S S E T H :

WHEREAS, the mortgagors have at the date hereof borrowed and received from the mortgagee the sum of FIVE THOUSAND THREE HUNDRED EIGHTY SIX and 55/100 DOLLARS (\$5,386.55), in lawful money of the United States of America, and have agreed to repay the same with interest thereon by that certain promissory note of even date herewith, and which is in the words and figures following, to wit:

\$5,386.55

Beowawe, Nevada, January 1, 1945

In installments after date, for value received, we, jointly and severally, promise to pay to the order of JOE ANDROZZI, at Beowawe, Nevada, the sum of FIVE THOUSAND THREE HUNDRED EIGHTY SIX AND 55/100 DOLLARS (\$5,386.55) in lawful money of the United States, with interest thereon at the rate of 5% per annum.

IT IS UNDERSTOOD AND AGREED, however, that periodical payments, together with interest, shall be paid on this note; which payments are to be made as follows: The sum of \$500.00 together with interest on or before July 1, 1945; the sum of \$500.00 together with interest on the unpaid balance on or before October 1, 1945; and the balance of the unpaid principal together with interest on the unpaid balance on or before January 1, 1946.

The makers of this note have the privilege of paying the principal or any part thereof at any time before the same is due.

If any default be made in any such payment of principal or interest, or in case of failure to comply with any of the covenants, conditions or agreements contained in the mortgage given by the makers hereof to secure the payment of this note, then at the election of the holder, or holders, of this note, without presentment or demand, the principal thereof, and all accrued interest thereon, shall at once become due and payable.

The makers and endorsers, and each of them, of this note hereby expressly waive the benefit of all exemptions, homestead rights or otherwise, under the laws of this State, and agree to pay costs of collection and/or a reasonable attorney fee incurred in case payment shall not be made at maturity.

This note is secured by a real and chattel mortgage.

A. I. ALLEN

LOIS K. T. ALLEN

NOW, THEREFORE, the mortgagors, for the purpose of securing the repayment of the said sum so borrowed, and interest thereon, according to the terms of said promissory note, and also for the purpose of securing the payment, according to the provisions and conditions hereof, of all other indebtedness and sums of money herein provided to be paid, any future loans, and the discharge and performance of each and every obligation hereby imposed upon the mortgagors, do hereby mortgage unto the mortgagee that certain lot, piece or parcel of land situate, lying and being in the Town of Beowawe, County of Eureka, State of Nevada, and particularly described as follows, to wit:

Lot 7 in Block 11 situate in the said Town of Beowawe, State of Nevada,

Together with all buildings and improvements thereon and all saloon fixtures, business fixtures and equipment, all floor coverings and furniture therein.

TOGETHER WITH, all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

This mortgage is also intended to secure, and does secure, the payment of all liens, encumbrances, charges and counsel fees herein mentioned.

Mortgagors expressly covenant and agree that they will at all times keep and maintain the premises hereby mortgaged in at

least as good condition and state of repair as the same now are, and shall not commit or permit waste thereon.

It is mutually understood and agreed that mortgagors may make such improvements as they desire in, at or upon said premises, --but all such improvements, when made, shall immediately be and become a part of the property mortgaged, and shall be in all respects subject, along with all other property included herein, to all provisions of this mortgage.

The following covenants - Nos. 1, 2 (10%), 3 (5%), 4, 5, 6, 7 (\$4,000.00), 8, 9, 12, 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 23rd, 1927, being Section 1330 of Nevada Compiled Laws of 1929, -- are hereby adopted and made a part of this mortgage.

IN WITNESS WHEREOF, said mortgagors have hereunto set their hands, in duplicate, this 1st day of January, 1945.

A. I. Allen  
Lois K. T. Allen

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

On this 2nd day of January, 1945, before me, a Notary Public in and for said County of Elko, personally appeared A. I. ALLEN and LOIS K. T. ALLEN, his wife, known to me to be the same persons who are described in and who executed the foregoing instrument, and who severally 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 County of Elko, the day and year in this certificate first above written.

George F. Wright  
Notary Public in and for the County of  
Elko, State of Nevada.  
My commission expires. June 23, 1947

A. I. ALLEN and  
LOIS K. T. ALLEN, his wife,

TO

JOE ANDROZZI.

M O R T G A G E

Dated: January 1, 1945

File No. 25225

Filed at the request of  
George F. Wright  
January 4-1945  
at 11:32 A.M.

Ante Mivaldo

Recorder.

Released

Released

GEORGE F. WRIGHT  
DISTRICT ATTORNEY  
COURT HOUSE  
ELKO, NEVADA