

# Mortgage of Chattels

[Livestock Form]



This Mortgage, made this Ninth day of November 1944, by John Tomera and Annie Tomera, his wife, and Edward Tomera and Yole Tomera, his wife, all


of Palisade, County of Eureka, State of Nevada  
by occupation Ranchers and Cattle raising

mortgagor (it is distinctly understood that the word "mortgagor" referring to the mortgagor, as used herein, is intended to and does include the masculine, feminine and neuter genders and the singular and plural numbers), to FIRST NATIONAL BANK OF NEVADA, RENO, NEVADA, a corporation duly organized and existing under and by virtue of the laws of the United States of America, by occupation a banker, mortgagee,

WITNESSETH:

That said Mortgagor does hereby mortgage to said Mortgagee all of that certain personal property described as follows, to-wit:

Number	Kind or Class	Age	Brand	Location of Brand	Tattoo or Earmark	Breed and Description
35	Steers	1 Yr	Some "YD Bar"	} <u>YD</u>	<del>Some Right ear 2 splits</del>	Hereford
76	"	1 Yr	on left hip		Left ear under-bit	
10	"	2 "	Some "Hat" on			
45	Heifers	1 "	right hip		Some Right ear Under slope	
44	"	2 "	Some "Hat" on		Left ear 2 splits	
136	Cows	3 to 8	Some "Hat" on			
110	Calves		left hip		All marked with Brisket dulap	
4	Bulls					
20	Horses		Some "YD Bar" on left thigh			
			Some "Hat" on left thigh			

Also, those certain brands known as "YD Bar" and "Hat" made and formed as follows: YD  as recorded in the office of the State Board of Stock Commissioners.

Together with all of the increase thereof, and additions, substitutions and replacements thereto, whether natural or otherwise, and all increment and products thereof, including wool, together with all registration papers having to do with such animals as may be registered, being all of the said cattle claimed by the borrowers now located on the Tomera Ranch and range about seven miles south of Palisade

County of Eureka, State of Nevada. Said livestock during the term of this mortgage will be ranged only in the following county or counties and state or states: Eureka County, Nevada.

and will not be ranged elsewhere without the consent of the Mortgagee.

It is the purpose and intent of this mortgage to subject thereto all of the livestock - - - - - owned by the said Mortgagor, or hereafter to be acquired by him, whether unbranded, branded, or whether or not in excess of the number above designated, or otherwise. The marks and brands used to describe said property are holding marks and brands and carry title, although said livestock may have other marks and brands.

This mortgage shall cover and include all rights, title and interest of the Mortgagor in and to the range, range allotments, range rights, forest permits, forest allotments, forest privileges, leasehold rights, feed of every nature including hay in shock or stack, pasture, feed pens, pens, feed troughs, water, water rights, watering places, water privileges, water locations, water tanks, reservoirs, tank-sites, wells, well casings, pumps, pumping machinery, engines, boilers, windmills, land rights, land leases, permits, buildings, fences, corrals, automobiles, trucks, wagons, and all horses, mules, burros and the increase thereof and additions thereto, whether unbranded or branded, with any iron or brand, and all farming machinery, camp equipment, dairy equipment, appliances and other equipment, together with all additions thereto and replacements thereof used in the management of said property, until the indebtedness herein described is fully paid.

The above property is hereby mortgaged to the Mortgagee as security for the payment to said Mortgagee of the sum of Five Thousand One Hundred Seventy Six and No/100- - - - - DOLLARS (\$ 5176.00 ) in lawful money of the United States of America, on the 9th day of November, 1944, with interest thereon at the rate of Five per cent (5 %) per annum, according to the terms of that certain promissory note made, executed and delivered by said Mortgagor to said Mortgagee, dated the 9th day of November, 1944, and maturing the 9th day of November, 1946, in the principal sum of Five Thousand One Hundred Seventy Six and No/100- - - - - Dollars (\$ 5176.00 ),

with interest thereon at the rate of Five per cent (5 %) per annum; also as security for the repayment of any sums, indebtedness and obligations owing by or due from or hereafter to become owing by or due from Mortgagor or any of them to the Mortgagee, its successors or assigns; also as security for the repayment of all present and future demands of any kind or nature which Mortgagee, its successors or assigns, may have against the Mortgagor or any of them, whether created directly or acquired by assignment, whether absolute or contingent, whether due or not, or whether otherwise secured or not, or whether existing at the time of the execution of this instrument or arising thereafter; provided that the maximum amount to be secured hereby at any one time shall not exceed the total sum of Fifteen Thousand and No/100- - - - -

(\$ 15,000.00) Dollars; also as security for the repayment of all sums or accounts that are necessarily advanced or expended by the Mortgagee, its successors or assigns, for the maintenance or preservation of the property or any part thereof described in this mortgage.

Said Mortgagor hereby declares and hereby warrants to said Mortgagee that the said Mortgagor is the absolute owner and in possession of all of said mortgaged property hereinabove described, and that the said mortgaged property is free and clear of all liens, encumbrances and adverse claims whatsoever;

The following covenants, to-wit, Nos. 1, 2 (attorney's fees.....%), 3 (interest.....% per.....), 4, 5, 6, 8, 9, 12, 14 and 15 of Section 1 of an act of the legislature of the State of Nevada 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 also agreed that the mortgagor... will at all times keep the hereinbefore described property insured against loss or damage by fire to the amount of at least \$..... in some reliable insurance company, approved by the mortgagee, loss if any, payable to the mortgagee and mortgagor... as their interest may appear, and said mortgagor... will deliver the policies therefor to the said mortgagee to be held by said mortgagee as further security. In default of the mortgagor... to obtain such insurance, the mortgagee may procure the same, not exceeding the amount aforesaid, and may pay and expend for premiums for such insurance such sums of money as the mortgagee shall deem necessary, and add the same to the amount of the mortgage debt, as in Covenant No. 3 hereinbefore adopted and set forth.

It is further agreed that upon default of any of the terms, conditions, covenants or agreements to be kept, fulfilled and performed by the said mortgagor..., as in said note and in this mortgage contained and provided, the said mortgagee may, without foreclosure and without legal proceedings and without any previous demands therefor, with the aid or assistance of any person or persons enter upon the premises of the mortgagor, or such place as any of the property subject to the lien of this mortgage may be found and take and carry away the mortgaged property or any part thereof, and with or without notice to the mortgagor..., at either public or private sale, sell and dispose of the same or so much thereof as may be necessary to pay the amount and sum secured by the mortgage, for the best price it can obtain, and out of the monies arising therefrom, it shall retain and pay the sum or sums then due or payable under the lien of the mortgage, and interest thereon, and all charges and expenses incurred in taking and selling the property, and any other expenses and charges incurred by the mortgagee, and all other sums secured by any of the terms of the mortgage, and the overplus if any, shall be paid to the mortgagor...; and said mortgagee is hereby expressly authorized and empowered, upon any such sale, to make and execute such bills of sale or other conveyances necessary to convey to the purchaser thereof an absolute title in the property so sold; and it shall not be necessary for the purchaser in any such sale made hereunder to inquire into or in any way be or become responsible for the actual existence of the contingency upon which the sale shall be made to the mortgagee, and title to the purchaser of the property so sold shall be good and sufficient; and the mortgagor... agree... that the decision of the mortgagee as to the actual existence of the contingency upon which said sale as aforesaid is or may be predicated, shall be conclusive and binding upon said mortgagor...; and the mortgagor... further agree... that upon default and sale as aforesaid, it does hereby waive any and all rights to claim as permanent non-removable fixtures any of the property hereinbefore described, and does hereby consent to the removal of the said property or any part thereof from the premises in which the same might be at the time of said default.

It is further agreed that the above and foregoing remedy afforded the mortgagee in case of default, without foreclosure, shall be merely cumulative and not exclusive of any other remedy by way of foreclosure or otherwise afforded the mortgagee under any law of this State or of any other state in which the mortgaged property may be situated, and in the event the mortgagee at its option commences suit to foreclose this mortgage, it may with the approval of the court designate any person or persons to act as receiver of said property pending foreclosure and sale, and the mortgagor... agree... that the cost of said receivership and reasonable attorneys' fees to be allowed by the court may be taxed against and paid by the said mortgagor....

IN WITNESS WHEREOF, the said Mortgagor... have signed, executed and delivered this instrument on the day and year first above written.

John Tomera (SEAL)  
Annie Tomera (SEAL)  
Edward Tomera (SEAL)  
Yole Tomera (SEAL)

STATE OF NEVADA }  
County of ELKO } ss.

On this 9th day of November, 1944, before me, the undersigned Notary Public in and for the County of Elko, State of Nevada, personally appeared John Tomera and Annie Tomera, his wife, and Edward Tomera and Yole Tomera, his wife - - - - -

known to me to be the same person described in and whose name are subscribed to and who executed the foregoing instrument, who duly acknowledge to me that he 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 said County of Elko, the day and year in this certificate first above written.

My commission expires June 18, 1947 Notary Public in and for the County of Elko, State of Nevada

*[Signature]*  
Notary Public in and for the County of Elko, State of Nevada

STATE OF NEVADA }  
County of ELKO } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned Notary Public in and for the County of \_\_\_\_\_, State of \_\_\_\_\_, personally appeared \_\_\_\_\_ and \_\_\_\_\_

known to me to be the President and Secretary, respectively, of the corporation that executed the foregoing instrument, and upon oath each did depose that he is the officer of said corporation as above designated; that he is acquainted with the seal of said corporation; that the signatures to said instrument were made by the officers of said corporation as indicated after said signatures, and that the said corporation executed the said instrument 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 said County of \_\_\_\_\_, the day and year first above written.

My commission expires \_\_\_\_\_ Notary Public in and for the County of \_\_\_\_\_, State of \_\_\_\_\_

STATE OF NEVADA }  
County of ELKO } ss.

John Tomera - - - - - one of the - - - - -  
the mortgagor in the foregoing mortgage named, being duly sworn, doth depose and say: That he is the one - - - - - of - - - - - mortgagor named in the foregoing mortgage; that he makes this affidavit as such \_\_\_\_\_, and for and on behalf of, said mortgagor; that the aforesaid mortgage is made in good faith, and without any design to hinder, delay or defraud any creditor or creditors.

Subscribed and sworn to before me this 9th day of November, 1944. *[Signature]*  
Notary Public in and for the County of Elko, State of Nevada  
My commission expires June 18, 1947

STATE OF NEVADA }  
County of ELKO } ss.

Charles B. Evans - - - - - Assistant Cashier of First National Bank of Nevada, Reno, Nevada, the mortgagee in the above mortgage named, being duly sworn, doth depose and say: That he makes his affidavit as the Assistant Cashier - - - - - of First National Bank of Nevada, Reno, Nevada, and for and on behalf of said corporation, the mortgagee named in the above mortgage; that the aforesaid mortgage is made in good faith, and without any design to hinder, delay or defraud any creditor or creditors.

Subscribed and sworn to before me this 9th day of November, 1944. *[Signature]*  
Notary Public in and for the County of Elko, State of Nevada  
My commission expires June 18, 1947

*[Signature]*

*[Signature]*  
Notary Public in and for the County of Elko, State of Nevada

STATE OF NEVADA, }  
COUNTY OF ELKO } SS.

I, Gertrude M. Williams, Ex-Officio Recorder of Elko County, State of Nevada, do hereby certify, that the foregoing is a full, true and correct copy of the original: **Chattel Mortgage**

File No. 85026

Executed by John Romera, et ux and Edward Romera, et ux, Elko, Nevada now on file in my office.

In witness whereof, I have hereunto set my hand and affixed my official seal this 26th day of Dec., 1944.

*Gertrude M. Williams*  
Ex-Officio Recorder

By \_\_\_\_\_  
Deputy

COPY

*File*

WHEN RECORDED, MAIL TO

BRANCH

FIRST NATIONAL BANK OF NEVADA  
RENO, NEVADA

(ADDRESS OF BRANCH)

*File No. 25253*

*Filed at the request of  
E. P. Connor  
January 23, 1945  
At 11:00 A.M. Eureka Co.  
Nevada Peter Grenolds  
County Recorder*

*File No. 85826*

**Mortgage of Chattels**

[Livestock Form]

*Giving Data*

JOHN TOMERA and ANNIE TOMERA, his  
wife, and EDWARD TOMERA and YOLE  
TOMERA, his wife. *Mortgagor*

—TO—

FIRST NATIONAL BANK OF NEVADA  
RENO, NEVADA

ELKO BRANCH

*Mortgagee*

Dated... *November 9, 1944*

*Filed for record at the request of*

FIRST NATIONAL BANK OF NEVADA  
RENO, NEVADA

*26 Dec 44*

*11803*

*A*

*Filed*

*Gertrude Williams*