

M O R T G A G E:

This mortgage, made the 16 day of October, 1945, by H.E. Hall, Glenn M. Walker, and E.A. Sorensen, hereinafter called the party of the first part, to Ciriaco Herrera, and Rose Herrera, hereinafter called the party of the second part,

W I T N E S S E T H:

That the said party of the first part, for, and in consideration of the sum of TEN dollars(\$10.00), current lawful money of the United States of America, to them in hand paid, the receipt whereof is hereby acknowledged, do, by these presents, mortgage to the party of the second part, all those certain lots of land and personal property, in the county of Eureka, state of Nevada, bounded and particularly described as follows, to wit:

REAL PROPERTY

Lot Number Seven (7), Lot Number Eight (8), Lot Number Nine (9), and the North Twenty (20), feet of Lot Number Ten (10), lying adjacent to said Lot Number Nine (9), all in Block Number Thirty-Six (36), of the town of Eureka, county of Eureka, state of Nevada, as the same appears upon the official map or plat of the townsite of Eureka, Nevada, approved by the Assistant Commissioner of the General Land Office, on November 19, 1937, together with all of the improvements located upon said lots including the garage building located thereon.

PERSONAL PROPERTY

1 Roll top desk; 1 Underwood typewriter; 1 safe; 1 Dalton adding machine; 1 Bolt cabinet; 1 office chair; 1 file cabinet; 1 desk 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;

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1-10 inch emery wheel and stand; 1 grinder and buffer; 1 Storm cyclinder 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, and all auto parts, greases, oils, and other supplies.

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.

Together with all the tenements, hereditaments, and appurtenances thereunto belonging, and the rents, issues, and profits thereof.

This mortgage is intended to secure the payment of a certain promissory note of even date herewith, in words and figures as follows:

PROMISSORY NOTE:

\$14,000.00 Eureka, Nevada, October 16, 1945.
For value received, in current lawful money of the United States, I promise to pay to Ciriaco Herrera, and Rose Herrera, or order at their office, in the county of Eureka, state of Nevada, the sum of fourteen thousand dollars (\$14,000.00), in current lawful money of the United States, with interest thereon from date until paid, at the rate of four per cent per annum, in manner following, that is to say: In four installments, in said current lawful money; The first of said installments of four thousand dollars (\$4,000.00), to be paid in said current lawful money on the 16 day of October, 1946, and an installment of three thousand three hundred thirty-three and thirty-three one-hundredths, dollars, (\$3,333.33), in said current lawful money on the 16 day of October, each and every year thereafter, until the whole of said principal sum of fourteen thousand dollars (\$14,000.00), together with the interest that shall grow due upon the decreasing amounts thereof, as herein specified, shall have been fully paid. And we agree that in case of default of the payment of any of said installments, when by the terms hereof the same shall fall due, that such installments shall bear interest from the date of their respective maturity until paid, at the rate of 7 per cent per annum, and that if any one of said installments is not paid within 30 days after the same becomes due and payable, the whole of the principal sum then remaining unpaid, together with the interest that shall have accrued thereon, shall forthwith become due and payable at the election of the holder of this note. This note is secured by a real, and chattel mortgage bearing even date herewith. Interest payable annually.

H. E. Hall

Glenn M. Walker

E. A. Sorensen

This mortgage is also intended to secure, and does hereby secure, the payment of all liens, encumbrances, charges, and the counsel fee herein mentioned; said counsel fee to become payable and be allowed if suit be commenced to foreclose this mortgage.

In case default be made in the payment of the said principal, or any installment thereof, or any installment of interest, as provided in said promissory note, then the whole sum of principal and interest shall be due at the option of the said party of the second part, or assigns, and suit may be immediately brought and a decree be had to sell the said 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, to retain the said principal and interest, although the time for payment of said principal sum may not have expired, together with the costs and charges of making such sale, and of suit for foreclosure, including counsel fees at the rate of ____ per cent upon the amount which may be found to be due for principal and interest by the said decree, and also the amounts, both principal and interest, of all such payments of liens or other encumbrances as may have been made by said party of the second part, by reason of the permissions hereinafter given, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said party of the first part, their heirs, executors, administrators, or assigns.

And it is hereby agreed that the said party of the second part, his heirs, executors, administrators, or assigns, may pay and discharge at maturity all liens or other encumbrances now subsisting or hereafter to be laid or imposed upon said lot of land and premises, and personal property, excepting for taxes and other assessments levied or assessed upon this mortgage, or upon the money secured hereby, and which may be in effect a charge thereupon;

and such payments shall be allowed, with interest thereon at the rate of ____ per cent per year; and such payments, and interest, and the counsel fees, costs, and other expenditures mentioned in this mortgage, shall be considered as secured by these presents, and shall be a charge and preferred lien upon said premises, and shall be repayable in the same kind of money or currency in which the same may have been paid, and may be deducted from the proceeds of the sale above authorized.

The party of the first part agrees to keep the property herein mortgaged in as good state and condition as the same is now, or may hereafter be put into reasonable use and wear and tear and damage of the elements excepted, for failure to comply substantially with this paragraph, the party of the second part may foreclose this mortgage.

The following covenants, Nos. One; Two (fifteen per cent); Three (four per cent); Four; Five; Six; Seven (\$7,500.⁰⁰/₁₀₀); 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.

H. B. Hall
E. A. Sorensen
W. M. Walker

State of Nevada

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County of Eureka

On this 18 day of October, 1945, personally appeared before me, a Notary Public in and for the County of Eureka, state of Nevada, H.E. Hall, Glenn M. Walker, and ~~E.A. Sorensen~~, 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 county of Eureka, state of Nevada, the day and year in this certificate first above written.

[Signature]

State of Nevada

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County of Eureka

Ciriaco Herrera, and Rose Herrera, mortgagees, and H.E. Hall, Glenn M. Walker, and E.A. Sorensen, mortgagors, being each separately duly sworn deposes and says; that the foregoing mortgage is made in good faith for a debt actually owing from the mortgagors to the mortgagees in the sum of fourteen thousand dollars (\$14,000.00), for money borrowed from the mortgagees by the mortgagors, and that the same is not given to hinder, delay, or defraud any creditors of the mortgagors.

Ciriaco Herrera
H.E. Hall
Rose Herrera

Subscribed and sworn to before

me this 18 day of October, 1945.

[Signature]
Notary Public.

E.A. Sorensen
Glenn M. Walker

Duplicate Copy.

State of Nevada

ss

County of Churchill

On this 3 day of ^{November}~~October~~, 1945, personally appeared before me, W.R. Reynolds, a Notary Public, in and for the County of Eureka, state of Nevada, ~~Glenn M. Walker~~, And E.A. Sorensen, known to me to be the persons described in and who executed the above and foregoing instrument and who acknowledged 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 the day and year in this certificate first above written.

W.R. Reynolds

Duplicate

Hall, et al
to
General

File No. 25696

Filed at the request of

W. R. Reynolds

November 6, 1945 at

9:01 A.M.

Peter Minkels

Recorder