

THIS MORTGAGE made this 26th day of April, 1955, between I. M. SMITHWICK and MARIANNE SMITHWICK, his wife, of the County of Eureka, State of Nevada, the parties of the first part, "Mortgagors", and OPAL MARIE MELLOWS, of the City of Menlo Park, State of California, the party of the second part, "Mortgagee"; it being understood that any gender includes all other genders, the singular number includes the plural, and the plural the singular,-

W I T N E S S E T H:

THAT WHEREAS, the said Mortgagors are justly indebted to the said Mortgagee in the sum of SEVEN THOUSAND AND NO/100 (\$7,000.00) DOLLARS, current lawful money of the United States of America, evidenced by a promissory note in words and figures as follows, to-wit:

\$7,000.00

Elko, Nevada, April 26, 1955

On or before five years, after date, without grace, for value received, we jointly and severally promise to pay to the order of OPAL MARIE MELLOWS in the City of Menlo Park, State of California, or wherever payment may be demanded by the holder of this note, the sum of SEVEN THOUSAND AND NO/100 (\$7,000.00) DOLLARS, in current lawful money of the United States of America, with interest in like money at the rate of six (6%) per cent per annum from date until paid. The makers and endorsers hereof waive demand, protest, notice and diligence. We further, jointly and severally, promise that if this note is not fully paid at maturity to pay all costs and expenses, including a reasonable attorney's fee that may be incurred in collecting this note, or any part thereof.

Interest payable annually.

I. M. SMITHWICK

MARIANNE SMITHWICK

NOW, THIS MORTGAGE WITNESSETH:

That the said Mortgagors, for and in consideration of the premises, and the sum of One (\$1.00) Dollar current lawful money of the United States, to them in hand paid by the said Mortgagee, the receipt whereof is hereby acknowledged have granted, bargained, sold, conveyed, confirmed and set over unto the said Mortgagee, OPAL MARIE MELLOWS:

1. All those certain premises situate, lying and being in Beowawe Township, County of Eureka, State of Nevada, and being more particularly described as follows, to-wit:

Lots numbered Ten (10), Eleven (11) and Twelve (12) in Block numbered Eighteen (18) in Beowawe Township, County of Eureka, State of Nevada, including any and all buildings and improvements thereon.

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.

2. Together with all personal property owned by the Mortgagors situate in Eureka County, Nevada, and more particularly described as follows, to-wit:

One (1) 1947 Reo Dump Truck
Motor No. 10203
Serial No. 45065

One (1) 1939 C.O.E. 1½ ton Ford Truck
Motor No. 13735

One (1) Ford ½ ton pickup
Motor No. 5599086

One (1) 10,000 watt Diesel Witte
Light Plant
Engine No. C.D. 27128

If, during the subsistence of this Mortgage there

be commenced or pending any suit or action affecting any property which may at any time be subject to the lien hereof, or the title thereto, or the possession thereof, the said Mortgagee may appear in said suit or action and retain counsel therein and defend the same or otherwise take such action therein as she may be advised, or may settle or compromise the same, or she may, at her option, pay and discharge any indebtedness now or hereafter existing against any property which may at any time be subject to the lien hereof, and in that behalf and for any of said purposes, may employ legal counsel and may pay and expend at the expense and on account of said Mortgagors such sums of money as she shall deem necessary.

The Mortgagors do hereby agree that they 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 they will hold the Mortgagee free and harmless from any damage of any nature whatsoever 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.

Upon default by the said Mortgagors of any of the terms, covenants, conditions or agreements of this Mortgage, it is agreed that all of the rights granted the Mortgagee under Covenant No. 13 of an act of the State of Nevada 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", approved March 23, 1927, hereinafter mentioned, and amendments thereto, are hereby granted

to the Mortgagee herein and extended to all of the chattels herein mortgaged.

Every covenant, stipulation and agreement herein contained shall bind and inure to the benefit of the said Mortgagors and Mortgagee, and their respective heirs, executors, administrators and assigns.

The following covenants: One; Two, a reasonable amount; Three, 6%; Four; Five; Six; Seven, \$7,000.00; Eight; Nine; Twelve, Fourteen and Fifteen 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", approved March 23, 1927, are hereby adopted and made a part of this Mortgage; the said act being Chapter 109 of the Statutes of the State of Nevada of the year 1927, and amendments thereto.

IN WITNESS WHEREOF, the said Mortgagors have executed these presents, in duplicate, the day and year first above written.

I. M. Smithwick
Marianne Smithwick

STATE OF NEVADA)
) SS.
COUNTY OF ELKO)

On this 26th day of April, 1955, personally appeared before me, a Notary Public in and for the said County and State, -I. M. SMITHWICK and MARIANNE SMITHWICK, his wife, - known to me to be the persons described in and who executed the 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 the day and year in this certificate first above written.

Shirley Hall
NOTARY PUBLIC

My commission expires: 8/9/58

AND FILED

RECORDED AT THE REQUEST OF

De Linnell

May 1. A.D. 1955

minutes past 7 A. M.

of 1909-1910
and 1911-1912
Chapter 1 mortgage Records of
EUREKA COUNTY, NEVADA

E. B. Evans
Rapidan

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