

MORTGAGE

This indenture, made this 1st day of June, 1957, by and between NEVADA PROPANE COMPANY, a Nevada corporation of Elko, Nevada, Mortgagor, and TULOMA GAS PRODUCTS COMPANY, a Delaware corporation of Tulsa, Oklahoma, mortgagee,

WITNESSETH:

That the mortgagor for and in consideration of the sum of Twenty Thousand Dollars (\$20,000.00) in hand paid by the mortgagee, receipt of which is hereby acknowledged, does by these presents grant, bargain, sell, convey and confirm unto the mortgagee, its successors and assigns forever, all that certain real property situate, lying and being in Elko, Elko County, State of Nevada, described as follows to wit:

In Section 21, T 34 N, R 55 E, commencing at the NW cor. of SE 1/4 NE 1/4; and running thence 1st course S. approximately 440' to the NW'ly boundary of the WP R/W for its crossing tract between the WP RR and the SP RR; thence 2nd course NE ly approximately 660' to the boundary line between SE 1/4 NE 1/4; NE 1/4 NE 1/4; thence 3rd course W ly approximately 495' to the place of beginning, Commencing at the NW cor. of the SE 1/4 NE 1/4 of Sec 21, running thence 1st course W'ly 220'; thence 2nd course S. approximately 550' to the NW'ly boundary of the WP R/W for its crossing between the WP RR; thence 3rd course NE'ly along the said NW'ly boundary of said R/W approximately 250' to the line dividing the SE 1/4 NE 1/4; Sec. 21, from the SW 1/4 NE 1/4; Sec. 21; thence 4th course N. approximately 440' to the place of beginning, containing 5 acres of land as set out in Book 53 of Deeds, pages 452-453, Elko County Records. Excepting, however, that portion conveyed by deed, recorded in Book 72 of Deeds, pages 159/160.

Together with all and singular the buildings, improvements, tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, all the personal property set out in Schedule A, annexed hereto, together with any and all other goods, chattels, and other personal property owned by the mortgagor, including any and all such property which may hereafter be acquired by the mortgagor, including repairs, replacements, improvements and additions, during the period this mortgage is outstanding.

Nevertheless this conveyance is intended as a mortgage to secure the payment of all sums which are or may hereafter in any manner become due or owing from the mortgagor to the mortgagee, and particularly the payment of a certain promissory note of even date herewith, which note is in

substance in the words and figures following to wit: Mortgagor promises to pay to mortgagee the principal sum of \$20,000.00 in lawful money of the United States, with interest payable monthly on the 1st day of each month in like lawful money, commencing with July 1, 1957, on deferred balances from the date hereof until paid at the rate of 6% per annum; and to pay the principal sum in 60 successive monthly installments on the 1st day of each month, commencing with July 1, 1957, as follows: 59 equal successive monthly installments of \$250.00 each and the 60th monthly installment of the balance of the principal, being \$5,250.00. All delinquent installments to bear interest at the highest legal rate from date of maturity until paid. And for the purpose of enforcing the payment of this obligation, Tuloma Gas Products Company, or its successors or assigns, shall have full power and authority, upon default in any of the terms of this obligation or at any time said Tuloma Gas Products Company shall deem itself insecure, to declare without notice this obligation due and payable forthwith whether due according to its face or not, anything to the contrary notwithstanding, and it is further agreed by the undersigned that no extension of time acceptance of payment of any defaulted installment nor any delay in the exercise of such right to accelerate shall be deemed a waiver or loss of such right to accelerate.

Mortgagor promises that it will, during the continuance hereof, keep the mortgaged property in good condition and repair; and further that it will not remove, nor permit to be removed, any part of said property from its location, as herein stipulated, without giving mortgagee written notice thereof within 20 days after such removal, which notice shall state the new location of the property; and further that mortgagor will, if mortgagee shall at any time demand in writing, provide, maintain and deliver to mortgagee satisfactory fire and other insurance policies covering said property in amounts and companies satisfactory to mortgagee and with loss, if any, payable to mortgagee, as its interests may appear.

It is further agreed that upon failure of mortgagor to pay the

premiums on said insurance as aforesaid the mortgagee may do so and any amount so paid shall be charged to mortgagor and added to the installment next maturing and be collectable as part of such installment. Any loss, injury, or destruction of said property from any cause shall not release mortgagor from its obligations hereunder.

Mortgagor further promises that it will, during the continuance hereof, have the following inscription permanently affixed to, and maintained on, any and all tanks and cylinders "PROPERTY OF NEVADA PROpane COMPANY."

It is further agreed that this mortgage shall also include any other indebtedness that mortgagor may owe mortgagee or its successors or assigns during the time that this mortgage is in force.

It is further agreed that upon nonpayment of any installment of principal or interest of said promissory note at maturity, all remaining installments of principal and interest shall become immediately due and payable forthwith and without notice.

It is further agreed by mortgagor that in case of any default by the mortgagor in the performance of any of the conditions or stipulations of this mortgage, or in the payment of any installments of principal or interest upon the note secured by this mortgage, or if any attempt shall be made to remove said property except in the manner herein provided, or to dispose of or injure said property or any part thereof, by mortgagor, or any other person, or if mortgagor does not take proper care of said property, or if mortgagee shall at any time reasonably deem itself insecure; then, thereupon and thereafter it shall be lawful, and mortgagor hereby authorizes mortgagee, its successors or assigns, or its authorized agent, to take said property, wherever the same may be found, and to foreclose upon said property, or any part thereof, in the manner provided by the law of the State of Nevada, and on such terms as mortgagee or its agent may see fit, and mortgagee may become the purchaser of said property at said sale, retaining such amount as shall pay the aforesaid note and interest thereon and a reasonable attorney's fee, and such other expenses as may have been incurred, returning the surplus money, if any there may be, to mortgagor

or its assigns. And as long as the conditions of this mortgage are fulfilled, mortgagor shall remain in peaceful possession of said property, and in consideration thereof mortgagor agrees to keep said property in as good condition as it now is, at mortgagor's cost and expense.

Mortgagor covenants, represents and warrants that it is the owner of the property covered under this mortgage, that it has a right to mortgage the same, and that it is free and clear of encumbrances and liens.

It is further agreed that the waiver or indulgence of any default in any of the terms and conditions of this mortgage and/or said note, shall not operate or be construed as a waiver of any subsequent default or defaults.

IN WITNESS WHEREOF, mortgagor has hereunto set its hand and seal the day and year first above written.

ATTEST:

NEVADA PROPANE COMPANY

J. R. Haversaugh
Secretary

By Curt Hilsmann
President

STATE OF NEVADA

COUNTY OF Elko

On this 1st day of June, A.D. 1957, personally appeared before me, a notary public, in and for Elko County, CURT HILSMANN, known to me to be the President of the corporation that executed the foregoing instrument, and upon oath did depose that he is the officer of said corporation as above designated; that he is acquainted with the seal of said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation; that the signatures to said instrument were made by 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.

Joseph O. McDaniel
Notary Public

My Commission Expires: 11/29/60

SCHEDULE A

Rolling Equipment

Location: At bulk plant facility site, in City of Elko, County of Elko, Nevada, on Real Estate described in this mortgage.

- 1953 GMC Truck, Model 454 Motor Number 30284318, Serial Number 10270, with twin Eaton 1,700 W.C. tanks, Serial Number 14591 & 14590: 1-1/2 Neptune Meter, Serial Number 12841092
- 1950 Chevrolet Pickup, Motor Number HBA-37417, Serial Number 6HPD-6443
- 1948 Ford 2 Ton Stake, Motor Number 88RT-30403, Serial Number - Same
- 1950 Dodge Pickup, Model C-1, Motor Number T172-22652, Serial Number 85506544
- 1 - 1,000 Gal. Propane Tank, Ser. No. Eaton SL1200 (Tank on trailer)

Bulk Plant and Office Equipment

Location: Same as above

- 1 Storage Tank, 20,800 Gallon - Serial R 1035
- 1 5HP Corken Pump with electric motor, M.L. A 60EC - Serial 57183-75
- 1 1-1/2HP Corken Pump Model C-12-B Serial BG 2418
- 1 Rockwell Meter, Serials 9-581 and 301532
- Piers, gravel roadway and fill
- Tools
- 1-500 Gal. Propane Tank, Ser. No. Eaton 9142
- 1-500 Gal. " " " " " 9129
- 1-1,000 Gal. " " " " " SL1294
- 1-1,000 " " " " " SL1287 (used for filling cylinders)
- Office Furniture

SCHEDULE A

Other Tanks

Location

1-305 Gal. Propane Tank, Ser. No. Eaton 4913	Stagecoach - Elko, Nev. Elko County
1-500 " Underground " " " " D7044	Hay-A, Elko, Nev. Elko County
1-500 " Propane Tank, Ser. No. Eaton 9125	State Cafe, Carlin, Elko County, Nev.
1-564 " " " " " Kaiser LP29480	Scotts Groc., Carlin, Elko County, Nev.
1-1,000 " " " " " Eaton SL1329	Four-Way Service, Wells, Elko County, Nev.
1-1,000 " " " " " SL1260	Haystack Ranch, North Fork, Elko County, Nev.

COPY

SCHEDULE A

Location: At bulk plant facility site, in City of Elko, County of Elko, Nevada, on Real Estate described in this mortgage. However cylinders may be temporarily placed on customers' premises in county where this mortgage is filed or recorded.

COPY

NEVADA PROPANE CO.

List of propane cylinders 100# as of June 1, 1957
By Serial Numbers

1- 55	56- L305801
2- 187	57- L305802
3- A954	58- L305803
4- 15920	59- L305805
5- 35488	60- L305806
6- 41154	61- L305807
7- PC26408	62- L305811
8- PC29345	63- L305814
9- PC29298	64- L305817
10- PC29455	65- L305819
11- PC29494	66- L305821
12- PC29516	67- L305823
13- PC29642	68- L305829
14- PC29683	69- L305834
15- PC29745	70- L305841
16- PC29845	71- L305854
17- PC29861	72- L305856
18- PC29897	73- L305874
19- PC29913	74- L305888
20- PC29941	75- L305890
21- PC29952	76- L305911
22- PC30015	77- L305927
23- PC30538	78- L305943
24- PC30564	79- L305951
25- PC30624	80- L305964
26- PC30649	81- L305981
27- PC30652	82- L305985
28- PC30538	83- L305986
29- PC30941	84- L305988
30- PC35135	85- L305990
31- PC35206-1	86- L305991
32- PC35253	87- L305994
33- PC35327	88- L305995
34- PC35376	89- L305998
35- PC35393	90- L306001
36- PC35411	91- L306003
37- PC35437	92- L306039
38- PC35471	93- L306040
39- PC35484	94- L306042
40- PC35488	95- L305051
41- PC35509	96- L306073
42- PC35519	97- L306077
43- PC35636	98- L306080
44- PC35685	99- L306081
45- PC35734	100- L306083
46- PC35916	101- L306093
47- PC35941	102- L306094
48- PC35976	103- L306095
49- PC35999	104- L306104
50- PC36035	105- L306114
51- PC36052	106- L306134
52- PC36068	107- L341004
53- PC36116	108- L341006
54- PC36164	109- L341023
55- PC36170	110- L341027

SCHEDULE A

Location: At bulk plant facility site, in City of Elko, County of Elko, Nevada, on Real Estate described in this mortgage. However cylinders may be temporarily placed on customers' premises in county where this mortgage is filed or recorded.

COPY

Nevada Propane Co.
Cylinder Numbers

111- L341028
112- L341030
113- L341061
114- L341065
115- L341072
116- L341078
117- L341086
118- L341094
119- L341113
120- L341122
121- L341133
122- L341135
123- L341164
124- L341177
125- L341191
126- L341196
127- L341217
128- L341218
129- L341222
130- L341275
131- L341277
132- L341304
133- L341318
134- L341321
135- L341323
136- L341325
137- L341327
138- L341355
139- L341356
140- L341358
141- L341380
142- L341395
143- L341406
144- L341416
145- L341423
146- L341426
147- L341428
148- L341451
149- L341462
150- L341467
151- L341470
152- L341477
153- L341482
154- L341487
155- L341488
156- L341489
157- L341500
158- L353669
159- L353678
160- L353680
161- L353682
162- L353688
163- L 353698
164- L 353699
165- L353729

166- L353733
167- L353735
168- L353745
169- L353764
170- L353774
171- L353777
172- L353780
173- L353787
174- L353800
175- L353803
176- L353804
177- L353816
178- L353828
179- L353836
180- L353870
181- L353875
182- L353877
183- L353886
184- L353901
185- L353902
186- L353915
187- L353918
188- L353920
189- L353921
190- L353923
191- L353929
192- L353944
193- L353969
194- L353980
195- L353982
196- L353985
197- L353994
198- L353997
199- L353998
200- L354007
201- L354009
202- L354016
203- L354018
204- L354023
205- L354033
206- L354076
207- L354081
208- L354117
209- L354123
210- L354151
211- R26577
212- X114756
213- L341378
214- L341376

see attached release
attached

File No. 33219
Filed

RECORDED AT THE REQUEST OF

Lulama Shell Products Co.

July 12 A.D. 1957

At 10 minutes past 11 A.M.

in the presence of

Page _____ Records of

EUREKA COUNTY, NEVADA

James Thomas Recorder

By _____ Deputy

Released MAY 15, 1961
see Book I of Real
Mortgages Page 156

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COPY