

1 M O R T G A G E

2 This indenture, made this 28th day of February,
3 1964, by and between HOWARD T. SHERWOOD and IONA D. SHERWOOD, his
4 wife, mortgagors, and EUGENE R. KOBLTCH,
5 mortgagee,

6 WITNESSETH:

7 That the mortgagors for and in consideration of the sum
8 of Ten (\$10.00) Dollars, in hand paid by the mortgagee, receipt of
9 which is hereby acknowledged, does by these presents grant, bar-
10 gain, sell, convey and confirm unto the mortgagee, his heirs and
11 assigns forever, all that certain real property situate, lying
12 and being in the County of Eureka, State of Nevada, and more par-
13 ticularly described as a possessory right and right of entry and
14 conditional right to patent as a lawful entryman under the Desert
15 Land Entry Act of the United States in and to Entry Serial Number
16 Nevada - 050123, filed November 17, 1958, allowed June 15, 1960,
17 the W $\frac{1}{2}$, Sect. 16, T. 21 N., R. 54 E., MEM, containing 320 acres, more
18 or less.

19 TOGETHER with all and singular the tenements, heredit-
20 aments and appurtenances thereunto belonging or in any wise apper-
21 taining, and the reversion and reversions, remainder and remainders,
22 rents, issues, and profits thereof.

23 Nevertheless, this conveyance is intended as a mortgage
24 to secure the payment of all sums which are or may hereafter in
25 any manner become, due or owing from the mortgagor to the mortgagee,
26 and particularly the payment of a certain promissory note, which
27 note is in the words and following, to wit:

28 \$8000.00
29 MARCH 3, 1964. SAN FRANCISCO, California

30 On or before three years from the date hereof, we, the undersigned,
31 promise to pay to the order of EUGENE R. KOBLTCH,
32 577 JUAN STREET of SAN FRANCISCO, California, the
sum of eight thousand and no/100 (\$8,000.00) Dollars in lawful
money of the United States, for value received, together with inter-
est at the rate of one (1%) percent per month, said interest to

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March 2, 1961 of 18 minutes past 2 P.M. Recorded in

1 be payable monthly, beginning on 3 day of MARCH, 1961,
2 and continuing on or before the same date each month until the
3 entire sum of principal and interest has been paid, at the place
4 of business of the promisee in SAN FRANCISCO, California;
5 provided however, that in the event that the principal sum is paid
6 within thirty (30) months of the date hereof, in addition to inter-
7 est due promisee will be entitled to a lump sum payment of six
8 months' interest in consideration of such premature retirement of
9 said obligation. The maker, endorsers, and guarantors hereof
10 waive presentment of payment, notice of nonpayment, protest and
11 notice of protest.

Howard T. Sherwood
12 /s/ Howard T. Sherwood
Iona C. Sherwood
13 /s/ Iona C. Sherwood

14 The parties herewith adopt and by express reference
15 make a part hereof the provisions of Sect. 106.020 NRS as follows:

16 Covenant No. 1; Covenant No. 2, twenty per cent; Coven-
17 ant No. 3, the same as in the note; Covenant No. 4; No. 5; No. 6;
18 No. 8 and No. 9.


19 IN WITNESS WHEREOF the mortgagors have hereunto set
20 their hands and their seals the day and year first above written.

Howard T. Sherwood
21 /s/ Iona C. Sherwood

22 STATE OF CALIFORNIA)
23 COUNTY OF San Francisco) ss.

24 On this 28 day of February, 1961, personally
25 appeared before me, a Notary Public in and for said County and
26 State, HOWARD T. SHERWOOD and IONA C. SHERWOOD, his wife, known
27 to me to be the persons described in and who executed the fore-
28 going instrument, and who acknowledged to me that they executed
29 the same freely and voluntarily, and for the uses and purposes
30 therein mentioned.

31 IN WITNESS WHEREOF, I have hereunto set my hand and
32 affixed my official seal at my office in said County and State,
33 the day and year in this Certificate first above written.

34  STEPHEN O. KISH
35 NOTARY PUBLIC - CALIFORNIA
CITY AND COUNTY OF
SAN FRANCISCO

Stephen O. Kish
36 /s/ Stephen O. Kish
NOTARY PUBLIC

37 GEORGE G. HOLDEN
DISTRICT ATTORNEY
LANDER COUNTY
AUSTIN AND
BATTLE MOUNTAIN

38 My Commission Expires: Apr 14, 1965

