

Mortgage of Crops and Chattels

This Mortgage, made this 17th day of June 1964, by J. HOWARD QUINBY & LENA G. QUINBY, husband and wife,

of Towner County of Kiowa State of Colorado

by occupation Farmers

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 IN EADS, COLORADO**, 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 the said Mortgagee all the following described crops and personal property situate in the County of EUREKA State of Nevada, to-wit:

All crops of whatsoever kind or character, including that certain crop of wheat

now standing, planted or growing, or that may during the years

1964 and 1965 be planted or grown, or that may be planted or grown prior to the payment in full of the indebtedness secured

by this mortgage, on the land and premises situate in the County of EUREKA State of Nevada, and

described as follows, to-wit:

An Undivided 90% of approximately 120 acres of Gaines winter wheat located on the following described land, leased by the undersigned mortgagors, to-wit:

The Southwest Quarter of the Northwest Quarter of Section 20, and the East Half of the Northwest Quarter of Section 29, in Township 21 North, Range 53 East MDB&M;

One (1) 1963 John Deere 40-20 tractor; Serial No. 21-T-65629;

One (1) 1963 John Deere 20-foot Tandem disc;

Two (2) 1963 John Deere 20-8 grain drills with hitch;

One (1) 1963 John Deere 18-foot tool bar with 3-point hitch, shovels & chisels;

One (1) 1958 Massey-Harris 14-foot combine; Model No. 92, Serial No. 157029;

And also the following described personal property, together with all replacements, accretions, repairs, additions, improvements, increases, increments and products thereof and thereto, and all substitutions therefor, situate in or on said hereinbefore described real property, to-wit:

(all of said crops and personal property being owned by, and in the possession of said Mortgagor), as security for the payment to said Mortgagee of the sum of SIXTY-SIX HUNDRED AND NO/100 Dollars (\$ 6600.00) in lawful

money of the United States of America, on the 17th day of November 1964, with interest thereon

at the rate of seven per cent (7%) per annum, according to the terms of that certain promissory note made,

executed and delivered by said Mortgagor to said Mortgagee, dated the 17th day of June 1964,

and maturing the 17th day of November 1964, in the principal sum of

SIXTY-SIX HUNDRED AND NO/100 Dollars (\$ 6600.00),

with interest thereon at the rate of seven per cent (7 %) per annum; also as security for the repayment of any sums, indebtedness and obligations owing by or due from 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 TEN THOUSAND AND NO/100

(\$ 10,000.00) 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;

Said Mortgagor promises and agrees: to pay the principal sum of said promissory note or notes, together with interest thereon, at the time and in the manner therein provided, and to pay when due all sums secured hereby, and to perform each and every covenant and condition of this mortgage; during the continuance hereof to properly care for and keep said mortgaged property herein described in first class condition, order and repair and insured against all loss or damage by fire and such other casualties as may be designated by the Mortgagee in an amount required by the Mortgagee, not to exceed, however, the insurable value of said mortgaged property, or the amount due the Mortgagee, in some insurance company, or companies, to the approved by the Mortgagee, the policies of which insurance shall be payable in case of loss to the Mortgagee and shall be delivered to and held by the Mortgagee as security; to pay all taxes, liens or assessments of whatsoever kind or description that may be levied against said mortgaged property, or any part thereof, when the same shall become due and prior to the time when the same shall become delinquent; to comply with and use said mortgaged property and each and every part thereof in strict conformity with all laws, ordinances, regulations and statutes with reference to the use, operation and registration thereof; not to remove, or permit to be removed, any part of said property from the premises on which said property is now situated, without the written consent of said Mortgagee, or to sell or to attempt to sell, or further mortgage the said property without such consent, and to immediately notify the Mortgagee in the event of any damage to said property from any cause whatsoever; that all replacements, accretions, repairs, additions, improvements, increases, increments and products of and to the mortgaged property, and all substitutions therefor, shall immediately become subject to all the provisions of this Mortgage; to attend to, care for, cultivate, irrigate, spray and protect said crop or crops hereinabove mentioned and described, in a good, farmer-like manner, and according to the most approved methods of farming, until the same shall be ready for harvesting, and then to harvest, pick, clean, pack and prepare said crop or crops for market, and when said crop or crops are so prepared to deliver said crop or crops to the Mortgagee, who may sell and dispose of the said crops at the then market price and apply the proceeds of said sale toward payment of the notes and obligations secured hereby, whether then due or not, and that the lien of this Mortgage shall attach to said crop or crops after the same have been severed and until the amounts secured hereby have been paid in full; to keep the premises on which said crops are grown free from dandelion and other noxious weeds, or grasses, and to keep said premises where said crops are grown properly cultivated, and to protect said crops from damage by squirrels, insects and other pests detrimental thereto; and also to keep the fences surrounding said premises, and all other improvements on said premises, in good condition of repair; to permit the Mortgagee at any time during the continuance hereof to enter upon the premises on which said property is situated and examine said property and, upon demand of said Mortgagee, to make a written report to said Mortgagee concerning the mortgaged property.

The following covenants, Nos. 1, 2 (attorney's fees 10 %), 3 (interest 7 % per annum), 4, 5, 6, 8, 9, 12, 14, and 15 of N.R.S. 106.020, are hereby adopted and made a part of this mortgage.

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 mortgagors, 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 another 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 by 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 predicted, 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 hereunto set their hands and seals this

17th day of June, A.D. 1961

Howard Quincy (Seal)
Lena L. Quincy (Seal)

(Seal)

STATE OF COLORADO }
County of KIOWA } ss.

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On this 17th day of June, 1964, before me, the undersigned Notary Public in and for the County of Kiowa, State of Colorado, personally appeared J. HOWARD QUINBY & LENA G. QUINBY, husband and wife,

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

My Commission expires

June 24, 1967

Estelle L. Anderson
Notary Public in and for the County
of Kiowa, State of Colorado

STATE OF }
County of } 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 COLORADO }
County of KIOWA } ss.

J. HOWARD QUINBY & LENA G. QUINBY

the mortgagor. in the foregoing mortgage named, being duly sworn, doth depose and say: That ~~they are~~ they are _____ the mortgagor named in the foregoing mortgage;

that ~~he~~ they makes this affidavit as such _____ mortgagors, 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 17th day of June, 1964

Estelle L. Anderson
Notary Public in and for the County

of Kiowa, State of Colorado

My commission expires June 24, 1967

STATE OF COLORADO }
County of KIOWA } ss.

F. L. PYLES as President of First National Bank in Eads, Eads, Colorado, the mortgagee in the above mortgage named, being duly sworn, doth depose and say: That he makes his affidavit as the President of First National Bank in Eads, Eads, Colorado, 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 17th day of June, 1964

Estelle L. Anderson
Notary Public in and for the County

of Kiowa, State of Colorado

My commission expires June 24, 1967

FIRST NATIONAL BANK IN EADS, Eads, Col

of First National Bank of Nevada, Reno, Nevada

First National Bank in Eads, Eads, Colorado

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.

File No. 39993

RECORDED AT THE REQUEST OF

First Nat'l Bank in Eads

July 30 A.D. 1964

At 57 minutes past 4 P. M.

In Liber 4 of Official Record

Page 553-558 Records of

EUREKA COUNTY, NEVADA

Willie A. McNeil Recorder

By _____ Deputy

Fee \$ 7.45