

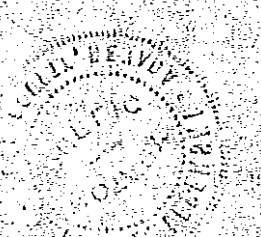
CHATTEL MORTGAGE FORM (Inconclusive)

This MORTGAGE, made this 28th day of August, 1965, By Glen Maddox and Ponda Jo Maddox, his wife of Eureka, County of Eureka, State of Nevada, by occupation Well Driller, hereinafter called

"Mortgagor", to the Nevada Bank of Commerce, a banking corporation duly organized and existing under and by virtue of the laws of the State of Nevada, hereinafter called "Mortgagee".

WITNESSETH: that the said Mortgagor does hereby mortgage to said Mortgagee all the following described property, together with all replacements and substitutions therefor, and all repairs, additions and improvements thereto, situated in Eureka, County of Eureka, State of Nevada, described as follows, to-wit:

1954 International Truck SD240 120 107 Ser 223 05 Model N 162(54) With mounted Rev Circ. Well Drilling Rig.



2020

as security for the payment to said Mortgagee of the sum of Two Thousand Six Hundred Ninety Seven and 52/100 (\$ 2,697.52) in lawful money of the United States of America on the 1st day of Sept, 65, with interest thereon at the rate of 7 1/2 percent (7 1/2 %) per annum, as evidenced by, and according to the terms of that certain promissory note, made, executed and delivered by said Mortgagor to said Mortgagee, dated the 28th day of August, 1965, and maturing the 1st day of Sept, 1965, in the principal sum of Two Thousand Six Hundred Ninety Seven and 52/100 (\$ 2,697.52) with interest thereon at the rate of 7 1/2 percent (7 1/2 %) per annum, also as security for the repayment of any sums of indebtedness and obligations owing by or due from, or hereafter to become owing by or due from said Mortgagor, or the personal representatives, heirs or assigns of said Mortgagor, to said 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 said Mortgagor, whether created directly or acquired by assignment, whether absolute or contingent, whether due or not, or whether otherwise secured or not, or whether arising at the time of the execution of this instrument or arising thereafter; provided that the maximum amount to be secured hereby of any one charge shall not exceed the total sum of Five Thousand Two Hundred and no/100 Dollars (\$ 5,200.00) also as security for the

repayment of all sums or amounts 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. This mortgage shall extend to cover and secure any and all extensions and renewals of said note or notes, and any and all other indebtedness and liabilities of said Mortgagor, whether as principal, surety, or guarantor, or otherwise, to the Nevada Bank of Commerce, its successors or assigns, whether evidenced by note or otherwise, now existing or hereafter arising, during the term of this mortgage. Said Mortgagee hereby warrants to said Mortgagor that said Mortgagee is the absolute owner and in possession of all of said mortgaged property hereinabove described, and that said mortgaged property is free and clear of all liens, encumbrances and adverse claims whatsoever.

The following covenants, to-wit: numbers 1, 2 (attorney's fees 7 1/2 %), 3 (Interest 7 1/2 % per annum), 4, 5, 6, 8, 9, 12, 14, and 15 of are hereby adopted and made a part of this mortgage. It is further agreed that said Mortgagor will at all times keep the hereinabove described property insured against loss or damage by fire, theft, collision, or other casualty to the amount of at least the sum of Actual value Dollars (\$), in some reliable insurance company or companies, approved by the Mortgagee, with loss, if any, payable to said Mortgagee and said Mortgagor as their interest may appear, and that said Mortgagor will deliver the policy or policies therefor to said Mortgagee to be held by said Mortgagee as further security. In default of said Mortgagor to obtain such insurance, said Mortgagee may procure the same, not exceeding the amount aforesaid, and add the premium therefor to the mortgage debt.

It is further agreed that upon default of any of the terms, conditions, covenants, or agreements herein contained and provided for, upon default in the payment of any note or notes, sum or sums of money, or of the interest thereon, or any part thereof, or any attempt to sell, or the holder of said note or notes, or other evidences of indebtedness, shall at any time feel unsafe or insecure from any cause, then and in any of the foregoing events, said Mortgagee, or its agents, successors or assigns, are hereby authorized to declare the note or notes or other evidences of indebtedness immediately due and payable, whether matured or not, and to take actual possession of said property; and the said Mortgagee may, without foreclosure and without legal proceedings, and without any previous demand therefor, with or without the aid or assistance of any person or persons, enter upon the premises of said Mortgagor, or such place or places 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 said Mortgagee may, with or without notice to said Mortgagor and with or without notice of sale, by advertisement or otherwise, sell and dispose of the hereinabove described property, or so much thereof as may be necessary to pay the amount and sums secured by this mortgage, at either public or private sale, for the best price that can be obtained; and out of monies arising therefrom, said Mortgagee shall pay the sum or sums then due and payable under the lien of this mortgage, the interest thereon, and all charges and expenses incurred in the taking and selling the mortgaged property or any part thereof, and any other expenses and charges incurred by said Mortgagee; and all other sums secured by any of the terms of this mortgage, and after making said payments, the over-plus, if any, shall be paid to said Mortgagor.

And it is further agreed that said Mortgagee is expressly authorized and empowered, upon any such sale of the mortgaged property, to make and execute such bills of sale or other conveyances necessary to convey to the purchaser or purchasers thereof an absolute title in the property so sold; and it shall not be necessary for the purchaser or purchasers at any such sale or sales made hereunder to inquire into or in any way be or become responsible for the actual existence of the contingency or contingencies upon which such sale or sales shall be made by said Mortgagee; and title to the purchaser or purchasers of the property so sold shall be good and sufficient, and it is further agreed by said Mortgagor that the decision of said Mortgagee as to the actual existence of the contingency or contingencies upon which such sale or sales as aforesaid is or may be predicated, shall be conclusive and binding upon said Mortgagor; and said Mortgagor, upon default and sale as aforesaid, hereby waives any and all rights of redemption and any and all rights to claim as permanent non-payment of the debt, and of the property hereinabove described, and hereby consents to the removal of said property or any part thereof, from the premises where same may be found at the time of said default.

It is further agreed that the above and foregoing remedy afforded the Mortgagee in case of default, or breach, or the happening of any of the events as above set forth, shall be merely cumulative and not exclusive of any other remedy by way of foreclosure, or otherwise, afforded the Mortgagee under the law of this state, or of any other state in which the mortgaged property may be situated.

IN WITNESS WHEREOF, these presents have been executed by said Mortgagor the day and year first above written.

Signed, sealed and delivered in presence of [Signature]

Glen Maddox Ponda Jo Maddox

CHATTEL MORTGAGE

MORTGAGOR

TO

NEVADA BANK OF COMMERCE

MORTGAGEE

STATE OF NEVADA

County of Elko

ACKNOWLEDGMENT

On this 28th day of August, 1964

Wanda E. Leberick, a Notary Public in and for the said

County and State, personally appeared Glen Maddox and Ponda Jo Maddox, his wife

known to me to be the person (s) whose name (s) are subscribed to the within instrument and acknowledged to me that they executed the same freely and voluntarily and for the purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

Wanda E. Leberick
NOTARY PUBLIC in and for the said

Elko State of Nevada

My Commission expires January 1965 FILE NO. 66 40246

Filed for record at the request of Nevada Bank of Commerce
September 8, 1964 at 01 minutes past 8 A. M. Recorded in
Book 5 of Official Records, page 472-473, Records of EUREKA
COUNTY, NEVADA.

STATE OF NEVADA

County of _____

Fee: \$ 5.65 A. D. one thousand nine hundred and _____ Recorder.

On this _____ day of _____ personally appeared before me _____ a Notary Public in and for said County of _____

known to me to be the _____ 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 in 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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at my office in the County of _____ the day and year in this certificate first above written.

My commission expires _____

STATE OF NEVADA

County of _____

I, _____ a Notary Public in and for the County of _____

State of Nevada, duly commissioned and sworn, do certify that on this _____ day of _____, 19____,

I carefully compared the within copy of _____ with the original thereof, and that the same is a true, full and exact copy of said original.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the County of _____ the day and year in this certificate first above written.

NOTARY PUBLIC in and for the County of _____ State of Nevada.

My Commission expires _____, 19____

