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REAL PROPERTY MORTGAGE

THIS INDENTURE, made this 9<sup>th</sup> day of September, 1964, by and between R. KENNETH QUAINANCE, a married man dealing with his separate property, and SHIRLEY A. QUAINANCE, his wife, joining in as her interests may appear, both of Eureka, State of Nevada (both of said parties herein "mortgagors"), and MERRIL LOWE a married man dealing with his separate property, of Eureka, State of Nevada, (herein "Mortgagee").

W I T N E S S E T H :

THAT the Mortgagors, for and in consideration of the sum of ONE DOLLAR (\$1.00), lawful money of the United States of America to them in hand paid, the receipt whereof is hereby acknowledged, and for other valuable consideration, do by these presents grant, bargain, sell, convey and confirm unto the Mortgagee and to his heirs and assigns forever, all of those certain lots, pieces, or parcels of land situate and being in the County of Eureka, State of Nevada, more particularly described as follows, to-wit:

The South one-half of Section Seventeen, Township Twenty-one North, Range Fifty-three East, Mount Diablo Base and Meridian (S $\frac{1}{2}$  S.17, T. 21 N., R. 53 E., M.D.B. & M.).

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof and all water and water rights, wells and well rights, ditch and ditch rights.

NEVERTHELESS this indenture is intended as a mortgage (that is, as a lien requiring the owner of the mortgage, pursuant to Nevada Revised Statutes, sec. 40.050, to proceed to foreclosure and sale before taking possession) to secure the payment of all sums which are or may hereafter in any manner become due or owing

1 from Mortgagors to the Mortgagee, and particularly the payment  
2 of that certain promissory note, which note is in the words and  
3 figures following, to-wit:

4  
5 \$12,500.00

Eureka, Nevada

6 Sept 9, 1964.

7  
8 P R O M I S S O R Y N O T E

9 FOR VALUE RECEIVED, I, R. KENNETH QUAINANCE, of Eureka,  
10 Nevada (hereinafter "maker"), promises to pay to MERRIL LOWE,  
11 of Eureka, State of Nevada (hereinafter "holder"), on or before  
12 March 1, 1965, the sum of TWELVE THOUSAND AND FIVE HUNDRED DOLLARS  
13 (\$12,500.00), with interest at the rate of six percent (6%) from  
14 the date hereof.

15 Maker shall have the right to prepay the full amount due  
16 without penalty.

17 In the event of default of the maker hereof as above  
18 provided, maker promises and agrees that in case any suit or  
19 legal or equitable action is instituted to collect this note  
20 or any portion thereof, maker will be liable for and will pay  
21 all costs and expenses and such additional sums as the Court may  
22 adjudge reasonable as attorney's fees in said suit or action,  
23 the same to be included in any judgment obtained on this note.

24 Maker hereof waives demand, notice, protest and diligence.

25 /s/ R. Kenneth Quaintance  
26 R. Kenneth Quaintance.

27  
28 AND MORTGAGORS, in order to more fully protect the  
29 security of this mortgage do hereby covenant and agree to  
30 adopt by reference and to make a part of this mortgage, and do  
31 hereby adopt by reference and make binding upon Mortgagors and a  
32 part of this mortgage the covenants, agreements, obligations,

1 rights and remedies set out as Section 106.020, Nevada Revised  
2 Statutes, as follows: Covenant No. 1; Covenant No. 2, reasonable;  
3 Covenant No. 3, 6 percent (6%); Covenant No. 4; Covenant No. 5;  
4 Covenant No. 6; Covenant No. 7, \$ the value thereof; Covenant  
5 No. 8; Covenant No. 9; Covenant No. 12; Covenant No. 14; and  
6 Covenant No. 15.

7 FURTHER, Mortgagors agree that the rights and remedies  
8 herein granted, or by reference incorporated herein, shall not  
9 exclude any other rights or remedies granted by law, and all  
10 rights and remedies granted hereunder or permitted by law shall  
11 be concurrent and cumulative, and that all of the provisions of  
12 this instrument shall inure to and bind the legal representative,  
13 successors, and assigns of the parties hereto.

14 IN WITNESS WHEREOF, Mortgagors have hereunto set their  
15 respective hands, R. KENNETH QUAINANCE, a married man dealing  
16 with his separate property, and SHIRLEY A. QUAINANCE, his wife,  
17 joining and signing as her interests may appear, the day and year  
18 first above written.

19  
20 Shirley A. Quaintance  
Shirley A. Quaintance

R. Kenneth Quaintance  
R. Kenneth Quaintance

STATE OF NEVADA )  
COUNTY OF EUREKA ; 88

ON THIS 9<sup>th</sup> day of September, A. D., 1964, personally  
appeared before me, a notary public in and for said county,  
R. KENNETH QUAINANCE, and SHIRLEY A. QUAINANCE, husband and wife  
known to me to be the persons described in and who executed the  
foregoing instrument, who acknowledged to me that they and each  
of them 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 A. Quaintance  
Notary Public in and for said County and State  
My Commission Expires: 10-14-67-3-

Book 5 of Official Records, page 492-494 Records of EUREKA  
COUNTY, NEVADA  
Filed for record at the request of Mr. Merrill Howd  
Sept. 9, 1964 at 30 minutes past 1 P.M.  
Fee: \$ 4.15  
Shirley A. Quaintance Recorder

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