

REAL PROPERTY MORTGAGE

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R19-10-10

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THIS INDENTURE, made this 9th day of ~~August~~ ^{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, well 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 from Mortgagors to the Mortgagee,

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

3 P R O M I S S O R Y N O T E

4 \$6,000.00

5 Sept 9, 1964.
6 Eureka, Nevada

7 FOR VALUE RECEIVED, I, R. KENNETH QUAINANCE, of Eureka,
8 Nevada (hereinafter "maker"), promises to pay to MERRIL LOWE,
9 of Eureka, State of Nevada (hereinafter "holder"), on or before
10 March 1, 1965, the sum of SIX THOUSAND DOLLARS (\$6,000.00),
11 with interest at the rate of six percent (6%) from the date
12 hereof.

13 Maker shall have the right to prepay the full amount due
14 without penalty.

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

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

23 /s/ R. Kenneth Quaintance.

24 AND MORTGAGORS, in order to more fully protect the
25 security of this mortgage do hereby covenant and agree to adopt
26 by reference and to make a part of this mortgage, and do hereby
27 adopt by reference and make binding upon Mortgagors and a part
28 of this mortgage the covenants, agreements, obligations, rights
29 and remedies set out as Section 106.020, Nevada Revised Statutes,
30 as follows: Covenant No. 1; Covenant No. 2, reasonable ;
31 Covenant No. 3, 6 percent; Covenant No. 4; Covenant No. 5;
32 Covenant No. 6; Covenant No. 7, \$ the value thereof ; Covenant
No. 8; Covenant No. 9; Covenant No. 12; Covenant No. 14; and

1 Covenant No. 15.

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

9 IN WITNESS WHEREOF, Mortgagors have hereunto set their
10 respective hands, R. KENNETH QUAINANCE, signing as a married
11 man dealing with his separate property, and SHIRLEY A. QUAINANCE,
12 joining and signing as her interests may appear, the day and year
13 first above written.

14 *R. Kenneth Quainance* *Shirley A. Quainance*
15 R. Kenneth Quainance Shirley A. Quainance

16 STATE OF NEVADA)
17 COUNTY OF EUREKA) ss. SAO

18 ON THIS 9th day of September ¹⁹⁶⁴, 1964, personally
19 appeared before me R. KENNETH QUAINANCE and SHIRLEY A.
20 QUAINANCE, husband and wife, known to me to be the persons
21 described in and who executed the foregoing instrument,
22 who acknowledged to me that they and each of them executed the
23 same freely and voluntarily and for the uses and purposes
24 therein mentioned.

25 IN WITNESS WHEREOF, I have hereunto set my hand and
26 affixed my official seal the day and year in this certificate
27 first above written.

28 *Merrill C. Lowe*
29 Notary Public in and for said
30 County and State.

31 My Commission Expires: 10-14-65

40261
RECORDED AT THE REQUEST OF
Merrill Lowe
Sept. 9, 1964 A.D. 19
" 31 minutes past 1 P. M.
with 5 of Official Records
Page 495-497 of
EUREKA COUNTY, NEVADA
Merrill C. Lowe Recorder
By _____ Deputy
Fee \$4.15

