

REAL PROPERTY MORTGAGE

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THIS INDENTURE, made this 9th day of September, 1964, by and between SHIRLEY A. QUAINANCE, a married woman dealing with her separate property, and R. KENNETH QUAINANCE, her husband, joining in as his interests may appear, both of Eureka, State of Nevada (both of said parties herein "Mortgagors"), and WILMA LOWE, a married woman dealing with her 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 her 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 North one-half of Section Seventeen,
Township 21 North, Range 53 East, Mount
Diablo Base and Meridian. (N $\frac{1}{2}$ S. 17, T 21 N, R 53 E,
MD. 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, and particularly the payment of that certain promissory note, which note is in the words and figures following, to-wit:

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

\$6,000.00 Eureka, Nevada
Sept. 9, 1964.

FOR VALUE RECEIVED, I, SHIRLEY A. QUAINANCE, of Eureka, Nevada (hereinafter "maker"), promises to pay to WILMA LOWE, of Eureka, State of Nevada (hereinafter "holder"), on or before March 1, 1965, the sum of SIX THOUSAND DOLLARS (\$6,000.00), with interest at the rate of six percent (6%) from the date hereof.

Maker shall have the right to prepay the full amount due without penalty,

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

Maker hereof waives demand, notice, protest and diligence.

/s/ Shirley A. Quaintance.

AND MORTGAGORS, in order to more fully protect the security of this mortgage do hereby covenant and agree to adopt by reference and to make a part of this mortgage, and do hereby adopt by reference and make binding upon Mortgagors and a part of this mortgage the covenants, agreements, obligations, rights, and remedies set out as Section 106.020, Nevada Revised Statutes, as follows:

Covenant No. 1; Covenant No. 2, reasonable; Covenant No. 3, 6 percent (6%); Covenant No. 4; Covenant No. 5; Covenant No. 6; Covenant No. 7, \$ the value thereof; Covenant No. 8; Covenant No. 9; Covenant No. 12; Covenant No. 14; and Covenant No. 15.

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

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

13 [Signature] [Signature]
14 R. Kenneth Quaintance Shirley A. Quaintance

15 STATE OF NEVADA)
16 COUNTY OF EURICA ; ss

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

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

27 [Signature]
28 Notary Public in and for said
29 County and State

30 My Commission Expires: 10-14-65



File No. 40263
RECORDED AT THE REQUEST OF
Merril Lowe
September 9 A.D. 1964
At 32 minutes past 1 P. M.
in Liber 5 of Official Records
Page 501-503 cards of
[Signature] Recorder
By _____ Deputy
Fee \$4.15