

REV. 7-20-50

**LIVESTOCK CHATTEL MORTGAGE**This MORTGAGE, made this fourteenth day of September, 1964By HADLEY TRUSTof Carlin, County of Elko, State of Nevada,by occupation Ranchers, 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 personal property situated in the County of Elko, State of Nevada, described as follows, to-wit:1,300 - Breeding Cows500 - Heifers 1'sBranded thus: 1,200 - Calves, Weaners

Earmarked thus:

40 - Steers 1's85 - Bulls3,125 - Total Cattle

Together with all of the increase and the increase thereof and additions and accretions thereto, it being the intention that this mortgage shall cover all of each kind of livestock above named now owned or possessed by the Mortgagor and in or to which he may acquire any right, title, or interest during the life of this mortgage. In the case of sheep, all wool and lamb crops (whether now born or unborn) during the period of the mortgage are included.

There is also included all the right, title, and interest of the Mortgagor in and to all hay, grain, pasturage, and feed, and in and to all range and forest rights, feed pens, feed troughs, and water privileges used in feeding said livestock, also all horses, mules, harness, camp wagons, commissary outfits, and shearing, lambing, and other equipment used in operating said livestock, and in general all personal property and equipment now or hereafter used in or in connection with feeding, ranging, watering, lambing, shearing, maintaining, transporting, or caring for said livestock, so far as such property is the lawful subject of chattel mortgage, until the indebtedness herein described is paid in full.

All of said livestock may carry other brands and marks than those mentioned, but in any event the above enumeration and description is intended to cover and include all livestock now owned by the Mortgagor, and their increase, and all additions thereto, whether marked or branded as stated or otherwise, or unbranded.

The said livestock during the term of this mortgage will be kept only in the following county or counties and State or States:

Elko County, Eureka County, Humboldt County, State of Nevada &Wallowa County, State of Oregon

and will not be removed therefrom except with the written consent of the Mortgagee.

BOOK

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It is covenanted and agreed by the Mortgagor that the Mortgagor is the sole and lawful owner of the property herein described, and has, and is entitled to, the exclusive possession thereof; that the same is free of all encumbrance, and the Mortgagor has full power and authority to convey and mortgage the same, and that the Mortgagor will warrant and defend the same against the lawful claims and demands of all persons whatsoever; that the said Mortgagor will not sell or dispose of any of the property mortgaged herein, nor attempt to do so, nor part with possession of any of the same except to the Mortgagee; that said Mortgagee will properly, and in a good and husbandlike manner, feed, care for, and maintain all livestock subject hereto, in first-class order and condition at his own expense, and will provide proper and sufficient feed and protection for such livestock for the winter season in due time each fall, in accordance with the practice and custom of the country where the same is situate, and also adequate and sufficient range and pasturage, during the grazing season; will, before maturity, pay off and discharge all taxes, liens, or other charges or encumbrances of every kind, however incurred, on said property, and in default thereof the same may, at Mortgagee's option, be paid by the Mortgagee and the amount so paid added to the indebtedness secured hereby, but no such payment shall be a waiver of the Mortgagor's default therein; further, that the marks or brands on said property shall not be altered or mutilated in any respect, and that all increase, accretions, and other livestock that shall at any time become subject to the lien hereof shall be forthwith branded and marked with the same brands and marks above described.

If default be made in payment of any sums, moneys, or indebtedness now or hereafter secured hereby, or any part thereof, or the interest thereon; or if the Mortgagor default in or fail to comply with or perform any of the covenants, conditions, or agreements herein mentioned or contained; or in case any representation herein made by the Mortgagor prove false in any respect, or in case of the actual or impending bankruptcy or of the insolvency of the Mortgagor, or, in case of material depreciation in the value of the property subject to the lien hereof; or if, for any cause, the security afforded shall become inadequate, or if, at any time, the Mortgagee shall deem itself insecure, for any reason (the Mortgagee to be the sole judge), with respect to the payment of the sums secured hereby, or if any of the property subject to the lien hereof is attached, levied upon, or for any reason taken possession of or detained by any person other than the Mortgagee; then and in any of the events aforesaid, the Mortgagee shall have the right and power, and is hereby authorized at its option, personally, or by agent, to enter upon the property of the Mortgagor, or any other place or places where the property covered hereby, or any part thereof, is situate, and take possession of and remove the same or any part thereof, with or without legal process, and, in addition thereto, in all or any of the events aforesaid, whether possession of said property or any part thereof be or be not taken by the Mortgagee, the whole of the indebtedness hereby secured shall, at the option of the Mortgagee, become immediately due and payable without notice, although the time expressed therefor shall not have arrived; and the said Mortgagee shall, in any of the events aforesaid, have the right to proceed to foreclose this mortgage by suit or action, or by notice and sale, as provided by law or in any other lawful manner; in any of which foreclosure proceedings the mortgaged property may, at the option of the Mortgagee, be sold as a single parcel and as a whole, or in such order and such parcels less than the whole, as the Mortgagee may elect; and, in event of foreclosure by notice and sale, or by suit or action, the Mortgagee may retain from the proceeds of the sale in addition to all other proper costs, charges, and expenses, a reasonable attorney's fee, all of which shall constitute a lien on the property mortgaged. In case the proceeds from any foreclosure sale, judicial or otherwise, fail to satisfy this mortgage, costs, and expenses, including a reasonable attorney's fee and all costs and expenses incurred in taking and retaining possession of said property and in caring for the same pending said action said Mortgagor agrees to pay any deficiency. Said Mortgagee may become a purchaser the same as any other person at the foreclosure sale hereunder, free from any right of redemption whatsoever.

It is further agreed that, if suit be instituted for foreclosure hereof, a receiver may be appointed without notice to take possession of the property subject hereto pending said action, and any sale decreed therein, but until such time as possession is taken by the Mortgagee or by such receiver under the terms and conditions hereof, said Mortgagor may remain in the possession of all said property.

PROVIDED FURTHER, That all remedies herein specified shall be considered as optional with the Mortgagee, and cumulative, and not as a waiver of any other right or remedy which would otherwise exist in law or equity for the enforcement of this mortgage, or the collection of the indebtedness secured hereby.

Neither the acceptance nor existence, now or hereafter, of other security for the indebtedness secured hereby, nor the release thereof, shall operate as a waiver of the security of this mortgage, nor shall this mortgage nor its release operate as a waiver of any such other security now held or hereafter acquired.

The word "Mortgagor" and the language of this instrument shall, where there is more than one Mortgagor, be construed as plural, and be binding on all Mortgagors; and the word "Mortgagee" shall be construed as including any lawful holder thereof; and both the words "Mortgagor" and "Mortgagee" shall be construed as including the heirs, executors, administrators, successors and assigns of each, as the case may be.

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

HADLEY, TRUST

By: Matilda Hadley  
Matilda Hadley - Trustee

By: Robert H. Hadley, Jr.  
ROBERT H. HADLEY, JR. - Trustee

OCT 12 11 05 AM '04

11 NOV 21 04  
FILED FOR RECORD



LIVESTOCK  
CHattel Mortgage

MORTGAGOR

TO

NEVADA BANK OF COMMERCE

MORTGAGEE

File No. 17095  
FILED FOR RECORD  
AT REQUEST OF  
*Nevada Bank of Commerce*  
Oct 19 11 02 AM '64

RECORDED BOOK 50 PAGE 137  
ESTHER H. SHELTON  
ELKO COUNTY RECORDER

INDEXED

Fee \$3.00

File No. 40458

RECORDED AT THE REQUEST OF  
Nevada Bank of Commerce

Nov. 12 A. D. 1964

11:39 minutes past 11 A.M.  
In Book 6 of OFFICIAL RECORDS,  
Page 231-234 Records of

Acknowledgment When Mortgagor Is An Individual

State of Nevada,  
County of Elko

On this 14th day of September, 1964,

Matilda Hadley and Robert H. Hadley Jr.

State, personally appeared

EUREKA COUNTY, NEVADA  
Recorder  
[Signature]

known to me to be the persons described in and who executed the foregoing instrument, who acknowledged 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, the day and year first above written.

My Commission Expires February 14, 1968

Notary Public

Acknowledgment When Mortgagor Is A Corporation

State of Nevada,  
County of

On this day of 1964,

personally appeared before me, a Notary Public in and

for said County and State,

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 to 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, the day and year first above written.

My Commission Expires

Notary Public

Certification by Notary

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 1964

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, the day and year first above written.

My Commission Expires

Notary Public