

BR-29

CHATTEL MORTGAGE

CHATTEL MORTGAGE FORM
(Inanimate)

This MORTGAGE, made this ninth day of February, 19 65

By LIBERTY LIVESTOCK, a partnership
of Elko, County of Elko, State of Nevada,
by occupation Ranching, 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 thereon, situated in
Eureka County of Eureka, State of Nevada, described as follows, to-wit:

- 1 Witte Diesel Generator Ser. #L3C 2975
- 1 Submersible Pump 3/4 hp advance
- 2 Advance jet pumps with motors complete
- 24 Wheel move sprinkler lines
- 6,600 ft. 8" aluminum pipe with couplers
- 7,200 ft. 6" aluminum pipe with couplers
- 4 Layue & Bowler turbine pumps- 100ft. of 8" column with gear heads
- 1 GMC diesel engine Model 671 complete. Gear Head Ser. 1332503
- 1 Buda diesel engine Model 797, complete Ser. 83441 Gear Head 1027815
- 1 Cummins diesel engine Model 165 complete Ser. 144420 Gear Head J24013
- 1 Cummins diesel engine Model 150 complete Gear Head 1245799
- 1 Set of Livestock Scales 8 x 16 Fairbanks
- 1 Speed King grain auger complete 41 ft.
- 1 Hand move irrigation system-1290 ft. 3" complete with sprinklers & fittings

as security for the payment to said Mortgagee of the sum of One Hundred Fifty Five Thousand & No/100 Dollars
(\$155,000.00) in lawful money of the United States of America on the 1st day of December, 19 69, with interest
thereon at the rate of one & one-half percent (6 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 9th day of February, 19 65, and maturing the 1st day of
December, 19 69, in the principal sum of One Hundred Fifty Five Thousand & No/100 Dollars
(\$155,000.00) with interest thereon at the rate of one & one-half percent (6 1/2 %) per annum; also as security for the repayment of any sums,
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 hereafter make 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 existing at the time of the execution of this instrument
or arising thereafter; provided that the maximum amount to be secured hereby at any one time shall not exceed the total sum of
One Hundred Fifty Five Thousand & No/100 Dollars (\$155,000.00), 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 pres-
ervation 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 created by note or otherwise, existing or hereafter arising during the term of this mortgage.
Said Mortgagor hereby declares and hereby warrants to said Mortgagee that said Mortgagor 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 Reason), 3 (interest 6 1/2 % per annum), 4, 5, 6, 8, 9, 12, 14, and 15 of

hereby adopted and made a part of this mortgage. NRS 106.020
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 the interest thereon, secured by this mortgage, or upon any sale, or any attempt to sell
the hereinabove described property, or any part thereof, or to remove said property, or any part thereof, from said county or from its present location, or
upon the insolvency of said Mortgagor, or the seizure of said property, or any part thereof, by any process of law, or in the event said Mortgagee or any
holder of said note or notes, or other evidence 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 indebted-
ness 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 as may be 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 respon-
sible 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-removable fixtures, any 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 of any of the terms, conditions, covenants or
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:

LIBERTY LIVESTOCK, a partnership
Thomas H. Gallagher
Dorothy S. Gallagher
Mollie S. Sewell
Mollie S. Sewell

CHattel
MORTGAGE

MORTGAGOR

TO

MORTGAGEE

NEVADA BANK OF COMMERCE

NEVADA BANK OF COMMERCE
ELKO, NEVADA

STATE OF NEVADA

Elko

County of

On this 9th day of February

1965

Louise D. Errea

a Notary Public in and for the said State of Nevada

County and State, personally appeared Thomas H. Gallagher, Dorothy S. Gallagher and Mollie S. Sewell

known to me to be the person (s) whose name (s) were subscribed to the within instrument and 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.

NOTARY PUBLIC in and for the

County of Elko

State of Nevada

My Commission expires February 14 1968



STATE OF NEVADA

County of

On this day of

A. D. one thousand nine hundred and

personally appeared before me

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 and 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 on 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

File No. 40633

RECORDED AT THE REQUEST OF

Nevada Bank of Commerce

February 17 A. D. 1965

At 46 minutes past 11 A.M.

in Book 6 of OFFICIAL RECORDS

Page 495-496 Records of

EUREKA COUNTY, NEVADA

Mollie A. School Recorder

Fee \$ 4.85

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 1965