

# Mortgage of Chattels

(INANIMATE)

This Mortgage made this 19th day of March, 1965

by Industrial Construction Co., Inc.

of Las Vegas, County of Clark, State of Nevada,

by occupation Road Construction

mortgagor (it is distinctly understood that the word "mortgagor" referring to the mortgagor, as used herein, is intended to and does include the masculine, feminine and neuter genders and the singular and the plural numbers), to BANK OF NEVADA, LAS VEGAS, NEVADA, a corporation duly organized and existing under and by virtue of the laws of the State of Nevada, and having its principal place of business in the City of Las Vegas, County of Clark, State of Nevada, by occupation a banker, mortgagee,

**Witnesseth:** That said Mortgagor does hereby mortgage to said Mortgagee all the following described personal property, together with all replacements and substitutions therefor, and all repairs and additions thereto, and the increase and increment thereof, located at \_\_\_\_\_ Street, in \_\_\_\_\_ County of Clark and Eureka, State of Nevada, described as follows, to wit:

See Schedule A. attached

together with all other personal property which Mortgagor now owns or holds or may hereafter acquire whether the same is specifically enumerated herein or not, and located on the above described premises.

This mortgage is intended to secure and does hereby secure the payment, in lawful money of the United States of America to the said Mortgagee, at its office hereinbefore set forth, of the following:

(a) The promissory note or notes below described, executed by Mortgagor and payable to Mortgagee:

Amount of Note: \$527,033.40 Date of Note: March 19, 1965, with interest

Payable:

60 @ Eight Thousand Seven Hundred Eighty-Three and 89/100 dollars (\$8,783.89) beginning May 10, 1965; and monthly thereafter until April 10, 1970.

(b) All sums that may be advanced and expenditures that may be made by the Mortgagee to or on behalf of the Mortgagor, and all indebtedness and obligations that may be incurred by the Mortgagor or any of them, to the Mortgagee, its successors or assigns, subsequent to the execution of this mortgage, also all present and future demands of any kind or nature which Mortgagee, its successors or assigns may have against the Mortgagor or any of them, 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 mortgage or arising thereafter; provided that the maximum amount to be secured hereby and remaining unpaid at any one time shall not exceed the total sum of Seven Hundred Fifty Thousand and no/100 Dollars (\$750,000.00);

(c) All sums or amounts that are necessarily advanced or expended by the Mortgagee, its successors or assigns, for the maintenance or preservation of the property or any part thereof described in this mortgage.

(d) All extensions or renewals, and successive extensions or renewals, of the note or notes above described, or of the indebtedness represented thereby or of any other or further indebtedness at any time owing by Mortgagor to Mortgagee; however the same may be evidenced, and in whatever form it may be, whether represented by notes, drafts, open accounts or otherwise, and all interest thereon, for the payment of which this mortgage shall stand as a continuing security until full and complete payment shall have been made.

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 the said mortgaged property is free and clear of all liens, encumbrances and adverse claims whatsoever.

The following covenants, to wit: Nos. 1, 2, (attorney's fee.....%), 3 (interest.....% per .....), 4, 5, 6, 8, 9, 12, 14 and 15 of N.R.S. 106.020, are hereby adopted and made a part of this mortgage.

It is also agreed that the Mortgagor... will at all times keep the hereinbefore described property insured against loss or damage by fire to the amount of at least \$..... in some reliable insurance company, approved by the Mortgagee; loss, if any, payable to the Mortgagee and Mortgagor as their interest may appear, and said Mortgagor... will deliver the policies therefor to the said Mortgagee to be held by said Mortgagee as further security. In default of the Mortgagor... to obtain such insurance, the Mortgagee may procure the same, not exceeding the amount aforesaid, and may pay and expend for such insurance such sums of money as the Mortgagee shall deem necessary, and add the same to the amount of the mortgage debt, as in Covenant No. 3 hereinbefore adopted and set forth.

It is further agreed that upon default of any of the terms, conditions, covenants or agreements to be kept, fulfilled and performed by the said Mortgagor..., as in said note and in this mortgage contained and provided, the said Mortgagee may, without foreclosure and without legal proceedings and without any previous demands therefor, with the aid or assistance of any person or persons enter upon the premises of the Mortgagor, or such place 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 with or without notice to the Mortgagor..., at either public or private sale, sell and dispose of the same or so much thereof as may be necessary to pay the amount and sum secured by the mortgage, for the best price it can obtain, and out of the monies arising therefrom, it shall retain and pay the sum or sums then due or payable under the lien of the mortgage, and interest thereon, and all charges and expenses incurred in taking and selling the property, and any other expenses and charges incurred by the Mortgagee, and all other sums secured by any of the terms of the mortgage, and the overplus, if any, shall be paid to the Mortgagor...; and said Mortgagee is hereby expressly authorized and empowered, upon any such sale, to make and execute such bills of sale or other conveyance necessary to convey to the purchaser thereof an absolute title in the property so sold; and it shall not be necessary for the purchaser in any such sale made hereunder to inquire into or in any way be or become responsible for the actual existence of the contingency upon which the sale shall be made by the Mortgagee, and title to the purchaser of the property so sold shall be good and sufficient; and the Mortgagor... agree... that the decision of the Mortgagee as to the actual existence of the contingency upon which said sale as aforesaid is or may be predicated, shall be conclusive and binding upon said Mortgagor...; and the Mortgagor... further agree... that upon default and sale as aforesaid, it does hereby waive any and all rights to claim as permanent non-removable fixtures any of the property hereinbefore described, and does hereby consent to the removal of said property or any part thereof from the premises in which the same might be at the time of said default.

It is further agreed that the above and foregoing remedy afforded the Mortgagee in case of default, without foreclosure, shall be merely cumulative and not exclusive of any other remedy by way of foreclosure or otherwise afforded the Mortgagee under any law of this State or of any other State in which the mortgaged property may be situated, and in the event the Mortgagee at its option commences suit to foreclose this mortgage, it may with the approval of the court designate any person or persons to act as receiver of said property pending foreclosure and sale, and the Mortgagor... agree... that the cost of said receivership and reasonable attorneys' fees to be allowed by the court may be taxed against and paid by the said Mortgagor.

IN WITNESS WHEREOF, the said Mortgagor has hereunto set the hand and seal of said Mortgagor the day and year first hereinabove written.

INDUSTRIAL CONSTRUCTION CO., INC.

..... *[Signature]* ..... (SEAL)

..... (SEAL)

..... (SEAL)



STATE OF ..... }  
County of ..... } ss.

On this ..... day of ..... 19....., before me, the undersigned Notary Public in and for the County of....., State of....., personally appeared

known to me to be the person.... described and who executed the foregoing instrument, who acknowledged to me that ...he... 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 at my office in said County of....., the day and year in this certificate first above written.

My commission expires

Notary Public in and for the County

of....., State of.....

STATE OF Nevada }  
County of Clark } ss.

On this 19th day of March, 1965, before me, the undersigned Notary Public in and for the County of Clark, State of Nevada, personally appeared Lalif Wood

and....., known to me to be the President and Secretary, respectively, of the corporation that executed the foregoing instrument, and upon oath each 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 at my office in said County of Clark, the day and year in this certificate first above written.



My commission expires

May 14, 1967

Notary Public in and for the County

of Clark, State of Nevada

STATE OF ..... }  
County of ..... } ss.

On this ..... day of ..... 19....., before me,

....., a Notary Public in and for said.....

County, personally appeared.....

known to me to be..... of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

WITNESS my hand and official seal.

(SEAL)

Notary Public in and for said County and State

My commission expires....., 19.....

Schedule A attached to Chattel Mortgage

One Caterpillar D8 Tractor, Serial No. 46A8711 equipped with  
 One Caterpillar 85 Bulldozer, Serial No. 29E5711  
 One Caterpillar #153 Hydraulic Control, Serial No. 36E6836  
 One Caterpillar #8 Ripper, Serial No. 590444  
 One Caterpillar Model 769 Bed Dump Truck, Serial No. 99F251  
 One Caterpillar Model 769 Bed Dump Truck, Serial No. 99F247

One Caterpillar 769 Truck Serial No. 99F362 with Heater and defroster;  
 mirrors on right and left side and passenger seat;

One Caterpillar 769 Truck Serial No. 99F223 with Heater and defroster  
 mirrors on right and left side; passenger seat.

One Caterpillar D9 Tractor Serial No. 66A2421 with;  
 reversible fan, deflector guard, fuel tank cap lock, trunnion and guard,  
 track roller guards, pull hook lighting group, rain cap, 24" extreme service  
 tracks, cylinder bracket, 2 cylinder assemblies, rain cap, Caterpillar  
 193 Hydraulic control s/n 91F1769 and Caterpillar 98 dozer s/n 450328

One Caterpillar D9 Tractor Serial No. 66A2459 with; reversible fan,  
 trunnion and crankcase guards, front pull hook, lighting system, 24" extreme  
 service tracks, cylinder bracket, 2 hydraulic cylinders, 193 Hydraulic  
 control Serial No. 91F1856, 9C Caterpillar basic dozer, Serial No. 450337  
 and No. 9 Ripper, Series B multi shank s/n 430257.

One Caterpillar No. 769 Truck, S/N 99F301

One T650 Chicago Pneumatic Rotary Drill S/N 64373 complete w/operating  
 tools and Mission Hammerdrill, Model A21-20, S/N 3286. Mounted on  
 International truck,

One 20' X 5" Drill Stern  
 Two 25' X 5" Drill Stern

File No. 40732

RECORDED AT THE REQUEST OF  
Bank of Nevada

March 31 A. D. 1965

At 53 minutes past 11 A.M.

in Book 7 of OFFICIAL RECORDS

Page 28-31 Records of

EUREKA COUNTY, NEVADA  
Shelia A. O'Neil Recorder

Fee \$4.00