

Mortgage of Chattels

(INANIMATE)

This Mortgage, made this 20th day of March, 19 65,

by CASHMAN EQUIPMENT COMPANY

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

by occupation Equipment Dealer

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 plural numbers), to FIRST NATIONAL BANK OF NEVADA, RENO, NEVADA, a corporation duly organized and existing under and by virtue of the laws of the United States of America, 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, situated in.....

Eureka, County of Eureka, State of Nevada, described as follows, to-wit:

One (1) Caterpillar Motor Grader Serial No. 99E12235

as security for the payment to said mortgagee of the sum of.....

Twenty Two Thousand One Hundred Twenty-Six and No/100----- Dollars (\$ **22,126.00**)

in lawful money of the United States of America, on the 20th day of April, 19 67, with interest there-

on at the rate of six per cent (6 %) per annum, according to the terms of that certain promissory note made, exe-

cuted and delivered by said mortgagor to said mortgagee, dated the 20th day of March, 19 65, and matur-

ing the 20th day of April, 19 67, in the principal sum of

Twenty-Two Thousand One Hundred Twenty-Six and No/100----- (Dollars)

(\$ **22,126.00**), with interest thereon at the rate of six per cent (6 %) 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 Mortgagor or any of them to the 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 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 instrument or arising thereafter; provided that the maximum amount to be

secured hereby at any one time shall not exceed the sum of.....

Forty-four Thousand Two Hundred Fifty Two and No/100----- (\$ **44,252.00**) Dollars;

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 preservation of the property or any part thereof described in 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 the said mortgaged property is free and clear of all liens, encumbrances and adverse claims whatsoever;

The following covenants, Nos. 1, 2 (attorney's fees 10 %), 3 (interest 12 % per annum), 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 \$ 22,000.00 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 premiums 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 conveyances 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 right to claim as permanent non-removable fixtures any of the property hereinbefore described, and does hereby consent to the removal of the 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.... by its duly authorized officer the day and year first written above.

CASHMAN EQUIPMENT COMPANY (Seal)

James Cashman, Jr. (Seal)
James Cashman, Jr., President

SEAL
Affixed

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 same person.... described in and whose name..... subscribed to and who executed the foregoing instrument, who duly acknowledge 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..... }
County of..... } ss.

On this 20th day of March, 19 65, before me, the undersigned Notary Public in and for the County of Clark, State of Nevada, personally appeared James Cashman, Jr. 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; that the signature to said instrument were made by the 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 first above written.

My commission expires.....

Notary Public in and for the County.....

of Clark, State of Nevada

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

James Cashman, Jr.

the mortgagor.... in the foregoing mortgage named, being duly sworn, doth depose and say: That he is the President of Cashman Equipment Company, the mortgagor named in the foregoing mortgage;

that he makes this affidavit as such officer, and for and on behalf of, said mortgagor; that the aforesaid mortgage is made in good faith, and without any design to hinder, delay or defraud any creditor or creditors.

Subscribed and sworn to before me this 20th day of March, 19 65

James Cashman, Jr., President

Benjamin Ball
Notary Public in and for the County.....

of Clark, State of Nevada
My commission expires March 11, 1967

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

A. Rizzo

Assistant Vice President and Manager

the mortgagee in the above mortgage named, being duly sworn, doth depose and say: That he makes his affidavit as the officer of First National Bank of Nevada, Reno, Nevada, and for and on behalf of said corporation, the mortgagee named in the above mortgage; that the aforesaid mortgage is made in good faith, and without any design to hinder, delay or defraud any creditor or creditors.

Subscribed and sworn to before me this 30th day of March, 19 65

A. Rizzo

James Barrett
Notary Public in and for the County.....

of Washoe, State of Nevada

My commission expires March 11, 1969
Return to: First National Bank of Nevada
P.O. Box 977, Sparks, Nevada

File No. 10738

RECORDED AT THE REQUEST OF
First National Bank of Nevada, Sparks, Nevada
March 31 1965

At 45 minutes past 3 P.M.

in Book 7 of OFFICIAL RECORDS

Page 36-38 Records of

EUREKA COUNTY NEVADA

Wells A. Mark Recorder

Fee \$ 3.60