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200 1001040 LIVESTOCK CHATTEL MOR

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Tours of the control of the manufactory of the filler with the control of the con June 44-This MORTGAGE, made this day of LABARRY and LABARRY, A Partnership, consisting of Raymond Labarry, Maria Teresa Labarry the property and J. Please Islandy and the second County of the Burelant of correct united to nation the test State of Nevada, of the Boundary of the best of principal party or some must be absenced to be the transfer by hereinafter called "Mortgagor", to by occupation 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"; The state of Nevada, hereinafter cal WITNESSETH: That the said Mortgagor does hereby mortgage to said Mortgagee all the following described personal Bireka, thite Pine and Bye the lord with _, State of Nevada, described as follows, to-wit: property situated in the County of___ are and the time of the extention of his bear required in metal, increasing the section that a year directly of by an interference Affection and other army interest, wherether day or only of wheater and the second state of material principal fleps supply as substraint, or finite at may have a paint 674 - Covs 60 - Helfers 2's y manus. com (more than) has pundent upon a german in the large way word 2 - Steers and the state of the later of the state o 30 - Calves 28 - Bulls 967 - Total Cattle areas of the Mandana to easy presenting the the training of the container of telephone by the new wide affoliate the parties of the to o pro gravos en grandara o a aprese constituição do servição de financial de como como de propertar de deserva THE SECTION OF THE PROPERTY OF THE SECTION OF THE S 3,300 aroud thus: 60 - Bucket was a second with mother of the course of the 3,360 - Total Sheep

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. 14545.5

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:

Bureks, White Pine and Mye Counties, State of Nevada

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to with the common and the common an	ultivated, or harvested	during the year_19	64-65.	upon the following described real estate situated in Eureka, Linite
TO HAVE AND TO HOLD said crops, chattels, and other personal property and all of the same unto the said Mortal	County, State of	Nevada (1991)	<u> </u>	to within the character that it mands .
TO HAVE AND TO HOLD said crops, chattels, and other personal property and all of the same unto the easie of the contract of the came unto the easie of the contract of the came unto the easie of the came unto the				्रांत कार्य के इस्ते क्षेत्रिक प्रकारित है। इस देशा है अने स्ति है अपने कार्य है है है है है जा है
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TO HAVE AND TO HOLD said crops, chattels, and other personal property and all of the same unto the said Morte				
TO HAVE AND TO HOLD said crops, chattels, and other personal property and all of the same unto the said Morta				
nd the Mortgagee's successors and assigns forever. It is the intention of the parties that this mortgage shall take effect ecome a lien upon any crops planted hereafter, at the time when such crops are planted.	nd the Mortgagee's su	ccessors and assigns	forever.	It is the intention of the parties that this mortgage shall take effe
This mortgage is given as security for the payment to said Mortgagee of the sum of		917 \$ 57 S 221		
THREE HUNDRED EIGHTY THREE THOUSAND HINE HUNDRED THE AND 28/100 Dollars (\$ 383,910.28		1 1		Maria Cara Cara Cara Cara Cara Cara Cara

in lawful money of the United States of America on the let day of sovember 19 65, with interest thereon at the rate of Six 1. One per cent (61 %) 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 4th day of June 19 65, and maturing the let day of Movember 19 65, in the principal sum of THREE HUNDRED FIGHTY THREE TYCUSARD HIES HUNDRED THE AND 38/100—Dollars (\$ 383,910.284) with interest thereon at the rate of six 2 comper cent (61 %) 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 have 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

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 Mortgagee, its successors or assigns, whether evidenced by note or otherwise, now existing or hereafter arising, during the term of this mortgage.

Said Mortgagor hereby declares and hereby warrants to said Mortgages that said Mortgagor is the absolute owner and in possession of all of said mortgaged property is free and clear of all liens; encumbrances and adverse claims whatsoever.

MRS 106.020

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 Mortgagor 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 in 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 fereclosure 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 sale, then 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 Mortgagoe or by such receiver under the terms and conditions hereof, said Mortgagoe may remain in the possession of all said property.

पत्त भारते भिरमम् स्थान महिला (<mark>भारे प्रमुक्तिम् क्रम) क्रम</mark> प्रमुक्त स्थान स्थान स्थान स्थान स्थान स्थान स्थान

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.

	LABARRY and LABARRY
*	/2)* Revisind Laborry
	Maria Teresa Labarry

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State, personally appeared	Yaymond 1	Labarry and Harin Teresa Labarry				
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known to me to be the per-	son described in and	who executed the foregoing instrument, who acknowledged to me thathe				
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known to me to be the	o esta esta esta esta esta esta esta esta	description of the corporation that executed the foregoing instrument,				
and upon onth, did depose thathe is the officer of said corporation as above designated; thathe 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.						
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State of Nevada, duly com	missioned and sworn, do	certify that on this 23 td day of Jane, 1965,				
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IN WITNESS WHE	REOF, I have hereunto	set my hand and affixed my official seal, the day and year first above written.				
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My Commission Expires.	1-0-03					