




CHATTEL MORTGAGE

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3 MORTGAGE OF CHATTELS, made this 1st day of September, 1965,  
4 by R. C. Edwards and James D. Edwards, as Co-Executors of the Estate  
5 of William A. Bartholomae, also known as William August Bartholomae,  
6 also known as Wm. A. Bartholomae, Deceased, now being probated in  
7 the Third Judicial District Court of the State of Nevada, in and  
8 for the County of Eureka, Mortgagors, to First National Bank of  
9 Orange County, a national banking association, duly organized and  
10 existing under, and by virtue of, the Laws of the United States of  
11 America, and having its principal place of business in the City of  
12 Orange, County of Orange, State of California, Mortgagee.

13 Mortgagors hereby mortgage to Mortgagee all of the following  
14 described livestock situated in the Counties of Eureka, White Pine  
15 and Nye, State of Nevada, described as follows:

- 16 4 milk cows  
17 743 dry cows  
18 329 yearling heifers  
19 505 cows }  
20 505 calves } Pairs  
21 64 bulls  
22 24 weaner calves  
23 306 weaner replacement heifers  
24 54 head of horses

25 Cattle are branded and marked as follows:

- 26 Grade Cattle -  right hip  
27 Purebred -  left hip  
28 Ear Marks -   
29 Wattles - R. cheek and R. Shoulder

30 Mortgagors hereby further mortgage to Mortgagee all additions  
31 to, substitutions for, and replacements of, said livestock, and also  
32 all livestock of the same general kind or class hereafter acquired

1 by Mortgagors, together with the increase from any of said live-  
2 stock now owned or hereafter acquired, and all products thereof.  
3 The livestock herein mortgaged will be ordinarily located on the  
4 following described property: Fish Creek Ranch, County of Eureka,  
5 State of Nevada, whether branded or unbranded, or whether the number  
6 thereof be less than or exceed the number of livestock now owned  
7 by Mortgagors and described herein. This mortgage covers all live-  
8 stock of Mortgagors herein described or referred to, whether un-  
9 branded or branded with the brand or mark indicated, and whether  
10 said brands or marks, or any of them, are in the position or loca-  
11 tion described, or any other position or angle or location on said  
12 livestock. The designated brands or marks carry title whether or  
13 not said livestock have other brands or marks. Said livestock  
14 during the term of this mortgage will be ranged only in the fol-  
15 lowing county or counties and state or states: Eureka, White Pine  
16 and Nye Counties, State of Nevada, and will not be ranged elsewhere  
17 without the consent of Mortgagee.

18 This mortgage is intended to secure, and does hereby secure,  
19 the payment, in lawful money of the United States of America, to  
20 said Mortgagee, at its office hereinabove set forth, of the fol-  
21 lowing:

22 (a) The Promissory note or notes below described, executed  
23 by Mortgagors and payable to Mortgagee: Amount of Note: \$100,000.00  
24 Date of Note: September 1, 1965, with interest, payable: 90  
25 days after date of note.

26 (b) All sums that may be advanced and expenditures that may  
27 be made by Mortgagee to, or on behalf of, Mortgagor, and all indebt-  
28 edness and obligations that may be incurred by Mortgagors, or any  
29 of them, to Mortgagee, its successors or assigns, subsequent to the  
30 execution of this mortgage; also all present and future demands of  
31 any kind or nature which Mortgagee, its successors or assigns, may  
32 have against Mortgagors or any of them, whether created directly



1 or acquired by assignment, whether absolute or contingent, whether  
2 due or not, or whether otherwise secured or not, or whether existing  
3 at the time of the execution of this mortgage or arising thereafter.

4 (c) All sums or amounts that are necessarily advanced, or  
5 expended, by Mortgagee, its successors or assigns, for the main-  
6 tenance or preservation of the property, or any part thereof, de-  
7 scribed in this mortgage.

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

17 In the event of an assignment of this mortgage by Mortgagee,  
18 Mortgagee may continue to make advances to Mortgagors, and upon  
19 assignment by Mortgagee of the notes evidencing such advances to  
20 the holder of this mortgage, the advances so made after said assign-  
21 ment shall be secured by this mortgage to the same extent as if  
22 made prior to assignment.

23 Mortgagors covenant that as Co-Executors of the Estate of  
24 William A. Bartholomae, also known as William August Bartholomae,  
25 also known as Wm. A. Bartholomae, Deceased, now being probated in  
26 the Third Judicial District Court of the State of Nevada, in and  
27 for the County of Eureka, that they are the true and lawful owners  
28 of all the property herein described, and that the same is free of  
29 all liens and encumbrances; that they are entitled to the lawful  
30 possession thereof; that said property is now in their possession  
31 at the location above described; that they will not suffer the same  
32 to be encumbered, sold or removed from the premises where said

1 property is now located, without the written consent of Mortgagee;  
2 that he will properly feed and care for said mortgaged property.  
3 If the Mortgagors fail to make any payment, or perform any act  
4 which they are obligated hereby to perform, then Mortgagee, without  
5 any demand or notice to Mortgagors, or any successor in interest  
6 of Mortgagors, or any of them, may make such payment or perform  
7 such act, and incur any liability or expend whatever amount, in its  
8 absolute discretion, it may deem necessary therefor, and all sums  
9 so expended or incurred by Mortgagee, or its successor, shall  
10 immediately become due and payable by Mortgagors to Mortgagee, or  
11 its successor, when so incurred or expended.

12 If default shall be made in the payment of any sum, money  
13 or indebtedness now or hereafter secured hereby, or any part  
14 thereof, or interest thereon; or if Mortgagors shall default in,  
15 or fail to comply with, keep or perform any of the terms, covenants  
16 or agreements herein contained to be by Mortgagors kept and per-  
17 formed; or if any lien or incumbrance of any character is created,  
18 suffered or permitted upon or against any of the mortgaged proper-  
19 ties superior, or asserted to be superior, to the lien of this  
20 mortgage; or if any of said mortgaged properties shall be attached  
21 or levied upon by any creditor of Mortgagors; or if Mortgagors  
22 shall make an assignment for the benefit of creditors, or file a  
23 voluntary petition in bankruptcy, or an involuntary petition in  
24 bankruptcy shall be filed against them; then, and in that event:

25 (1) The whole indebtedness secured hereby shall, at the  
26 option of Mortgagee, become immediately due and payable without  
27 notice, irrespective of the maturity fixed in any note or other  
28 contract evidencing such indebtedness, or any other agreement with  
29 regard to the maturity thereof, and,

30 (2) Mortgagee, its successors and assigns:

31 (a) Shall have the right and power, and is hereby author-  
32 ized, at its option, personally or by agent, to enter upon any



1 property of Mortgagors, or any other place or places where the  
2 mortgaged property, or any part thereof, is situated or may be  
3 found, and take possession thereof, and may remove the same, or  
4 any part thereof, with or without legal process;

5 (b) Shall have the right to the possession, use and enjoy-  
6 ment of all lands, equipment, machinery and facilities, including  
7 horses and mules, necessary or convenient in caring for the live-  
8 stock covered hereby, and of all pasturage and hay, feed, forage,  
9 fodder, grain and other products belonging to Mortgagors suitable  
10 for feeding said livestock, and Mortgagors shall not be entitled  
11 to any compensation or credit therefor. Mortgagee shall not be  
12 liable for any loss, depreciation, injury or damage to any of the  
13 mortgaged properties, or to any other properties hereinbefore men-  
14 tioned, while in its possession, and Mortgagors shall not be entitled  
15 to any reduction or abatement in the sums secured by this mortgage  
16 by reason thereof; and,

17 (c) May at once proceed to foreclose this mortgage by  
18 proceeding as provided for under the laws of the State of Nevada,  
19 or it may, at its option, after taking possession of said mort-  
20 gaged property as hereinabove provided, remove and/or sell and/or  
21 dispose of said mortgaged property as a pledge at either public or  
22 private sale, with or without notice (Mortgagors hereby expressly  
23 waiving demand of performance, notice of sale and any advertisement  
24 of sale), and at said sale, Mortgagee, or its successors, may be-  
25 come the purchaser, and from the proceeds of the sale retain all  
26 costs and charges incurred by it in the taking and/or sale of said  
27 property and in the care and protection thereof, including all  
28 reasonable attorney fees incurred, and may apply the balance to-  
29 wards the payment of all sums owing Mortgagee and secured hereby,  
30 and the surplus, if any, shall be paid to the party or parties  
31 lawfully entitled thereto on proof of such right. In any action  
32 brought to foreclose this mortgage, Mortgagee shall be entitled to

1 reasonable attorney fees incurred in the prosecution of said action.

2 Mortgagors agree that Mortgagee, or its assigns, at any  
3 time and from time to time, without notice to Mortgagors, may re-  
4 lease portions of the mortgaged property from the lien hereof  
5 without affecting the personal liability of any person for the  
6 payment of any obligations hereby secured, or the lien of this  
7 mortgage upon the remainder of the mortgaged property, for the  
8 full amount of said obligations remaining unpaid or unperformed.

9 The following covenants Nos. 1, 2 (10%), 4, 5, 6, 8, 9, 10,  
10 11, 12, 13, 14 and 15 of N.R.S. 106.020 are hereby adopted and  
11 made a part of this mortgage.

12 IN WITNESS WHEREOF, Mortgagors have executed this Mortgage  
13 the day and year first hereinabove written.

14   
15 \_\_\_\_\_  
16 R. C. Edwards

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18 \_\_\_\_\_  
19 James D. Edwards

20 Co-Executors of the Estate of  
21 William A. Bartholomae, also known  
22 William August Bartholomae, also  
23 known as Wm. A. Bartholomae, Deceased  
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STATE OF CALIFORNIA }  
COUNTY OF ORANGE } ss.

On September 1, 1965, before me, the undersigned, a Notary Public in and for said County and State, personally appeared R. C. EDWARDS and JAMES D. EDWARDS, as Co-Executors of the Estate of William A. Bartholomae, also known as William August Bartholomae, also known as Wm. A. Bartholomae, Deceased, now being probated in the Third Judicial District Court of the State of Nevada, in and for the County of Eureka, State of Nevada, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same as such Executors.

WITNESS my hand and official seal.

*M. Ruth Anderson*

M. Ruth Anderson, Notary Public  
in and for said County and State.

My Commission Expires April 29, 1966.

File No. 41254

RECORDED AT THE REQUEST OF  
First National Bank of  
Orange County

September 7 A. D. 1965

At 25 minutes past 8 A. M.

In Book B of OFFICIAL RECORDS

Page 359-365 Records of

EUREKA COUNTY, NEVADA

*W. A. Petrik* Recorder

Fee \$ 7.95

