

BR-29

CHattel Mortgage

CHattel Mortgage Form
(Inmate)

This MORTGAGE, made this 5th day of April, 1966
 By Bill Caldwell and Mary A. Caldwell, his wife
 of Elko, County of Elko, State of Nevada,
 by occupation Farming and Electrician, 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 thereto, situated in
Elko, County of Elko, State of Nevada, described as follows, to-wit:

- 1 New Diesel John Deere Grain Drill Model B
- 1 New Diesel John Deere Tractor 2010 Serial #RU51762
- 1 New 10ft. Tool Bar
- 1 New 3 Point #13-4-5
- 1 Used 11' John Deere Disk
- 1 UD-16 International Power Plant
- 10 VM with Shanks and Clamps
- 8 VM Bull Tongues
- Bolts.

1 Layne and Bowler Pump 140 ft set in Serial #28225

as security for the payment of the sum of Seven Thousand Two Hundred Seventy Seven and No/100 Dollars
 (\$ 7,277.00) money of the United States of America on the 5th day of April, 1969, with interest
 thereon at the rate of inc 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 5th day of April, 1966, and maturing the 5th day of
April, 1969, in the principal sum of Seven Thousand Two Hundred Seventy Seven and No/100
 (\$ 7,277.00) with interest thereon at the rate of inc percent (inc %) per annum; also as security for the repayment of any sums,
 indebtedness and obligations owing by or due from, or hereafter to become due 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
Fourteen Thousand Five Hundred Fifty Four and No/100 Dollars (\$ 14,554.00); 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 evidenced by note or otherwise, 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 Reas %), 3 (interest inc % per annum), 4, 5, 6, 9, 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

(\$ inc), 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 thereof, and add the premiums 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 evidence of indebt-

edness 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 overplus, 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 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 are aforesaid is or may be per se final, shall
 be conclusive and binding upon said Mortgagor and said Mortgagee, 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, or the happening of any of the
 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

Bill Caldwell
 Bill Caldwell

Mary A. Caldwell
 Mary A. Caldwell

811 PS

BOOK 67 PAGE 223

CHattel
MORTGAGE

MORTGAGOR

TO

NEVADA BANK OF COMMERCE

MORTGAGEE

STATE OF NEVADA

County of Elko ss.

ACKNOWLEDGMENT

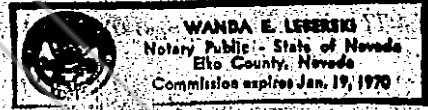
On this 5th day of April, 1966, before me, Wanda E. Leberski, a Notary Public in and for the said Elko County and State, personally appeared Bill Caldwell and Mary A. Caldwell, his wife known to me to be the person (s) whose name (s) are subscribed to the within instrument and acknowledged to me that 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.

Wanda E. Leberski

NOTARY PUBLIC in and for the said Elko County of Elko State of Nevada

My Commission expires January 19, 1970



STATE OF NEVADA

County of Elko ss.

On this 5th day of April, A. D. one thousand nine hundred and 66, personally appeared before me Wanda E. Leberski, a Notary Public in and for said Elko County of Nevada

Known to me to be the Bill Caldwell and Mary A. Caldwell, his wife of the corporation that executed the foregoing instrument, and upon oath, 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 the County of Elko, the day and year in this certificate first above written.

File No. 24168
FILED FOR RECORD
AT REQUEST OF
Nevada Bank of Commerce
APR 7 11 42 AM '66
RECORDED BOOK 67 PAGE 223
ESTHER N. SKELTON
ELKO COUNTY RECORDER

INDEXED

Fee \$2.30

File No. 41924
RECORDED AT THE REQUEST OF
Nevada Bank of Commerce
My commission expires April 15, 1966

at 40 minutes past 11 A. M.
In Book 10 of OFFICIAL RECORDS
Page 337-338 Records of
ELKO COUNTY, NEVADA
Wanda E. Leberski
Recorder
Fee \$5.95

STATE OF NEVADA

County of Elko ss.

I, Wanda E. Leberski, a Notary Public in and for the County of Elko State of Nevada, duly commissioned and sworn, do certify that on this 5th day of April, 1966, I carefully compared the within copy of Bill Caldwell and Mary A. Caldwell, his wife 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 Elko

the day and year in this certificate first above written.

NOTARY PUBLIC in and for the County of Elko State of Nevada.

My Commission expires January 19, 1970