

REAL ESTATE MORTGAGE

THIS MORTGAGE, made by LaVerne D. Machacek & Eunice M. Machacek, husband and wife of the County of Eureka, State of Nevada, as mortgagor, and THE FARMERS NATIONAL BANK OF BUHL of the County of Twin Falls, State of Idaho, as mortgagee,

WITNESSETH: That the said mortgagor, in consideration of Thirty Six Thousand Seventeen and 56/100 DOLLARS, the receipt whereof is by said mortgagor hereby acknowledged, does grant, bargain, sell and convey unto the said mortgagee, its successors and assigns forever, the following described real estate situated in Eureka County, State of Nevada, to-wit:

Approximately 598 Acres located in the vicinity of Eureka, Nevada, as follows:

Lots 2, 3, & 4; the North Half of the Northeast Quarter ($N\frac{1}{2}NE\frac{1}{4}$) and the North Half of the Northwest Quarter ($N\frac{1}{2}NW\frac{1}{4}$) of Section Thirty-Six (36), Township Twenty-one (21) North, Range Fifty-three (53) East, M.D.B. & M, and Lots 9, 10, 11, & 12, in Section One (1), Township Twenty (20) North, Range Fifty-three (53) East M.D.B., & M. and Lot One (1) and the Southwest Quarter ($SW\frac{1}{4}$) of Section Thirty-six (36), Township Twenty-one (21) North, Range Fifty-three (53) East M.D.B. & M.

This Mortgage is subject to prior Real Estate Mortgage to Farmers Home Administration in the Approximate amount of \$41,000.00.

TOGETHER WITH all the improvements, privileges and appurtenances thereunto belonging and the rents, issues and profits thereof, and all rights of homestead exemption, together with all ditch and water rights of every nature, however evidenced, used on said land or belonging to the same or said mortgagor, or which may be hereafter acquired or used upon said land. Said mortgagor hereby warrants the title to said land and water rights against all persons whomsoever, and agrees to defend the same.

This grant is intended as a mortgage:

(1) To secure payment of the principal sum of Thirty Six Thousand Seventeen and 56/100 DOLLARS, gold coin of the United States of America, evidenced by and according to the terms of a promissory note executed and delivered by LaVerne D. Machacek & Eunice M. Machacek, husband & wife as maker, said note, being made, executed and delivered to the mortgagee herein as payee, and being more particularly described as follows: \$5000.00 annually, inc. int., beg. 4-20-71, int.

Note	for \$	<u>36,017.56</u>	, dated	<u>June 10</u>	<u>1970</u>	, due	<u>at 8 1/2%</u>
Note	for \$, dated		<u>19</u>	, due	
Note	for \$, dated		<u>19</u>	, due	
Note	for \$, dated		<u>19</u>	, due	

all of which notes bear interest at the rate therein specified, both said principal and interest being payable at THE FARMERS NATIONAL BANK OF BUHL

(2) To secure payment of any and all extensions or renewals, and successive extensions or renewals of the notes above described, or of the indebtedness represented by the same, and of any other indebtedness at any time secured by this mortgage, whether represented by notes, drafts, open account or otherwise, and all the interest on all of the same, all of which extensions or renewals shall be optional with the mortgagee, but at the mortgagee's option may be made by new notes or otherwise, and at, before, or after maturity, and for all of which this mortgage shall stand as a continuing security until paid.

The said mortgagor hereby covenants and agrees to pay, before the same become delinquent, all taxes and assessments upon said premises, or this mortgage, or debt secured hereby, laid, or assessed in Idaho; also all personal taxes; also all dues or assessments upon ditch or water rights or water stock representing water appurtenant to said premises, and in the event of default so to do, the holder hereof may pay the same; to keep the buildings located upon said premises insured in the sum of at least \$, with loss, if any, payable to the said mortgagee, or assigns, in some company to be approved by the mortgagee, and deliver all policies and the renewals thereof, to it, and in the event of default to so do, the holder hereof may insure the same.

In case of the foreclosure hereof the said mortgagor agrees to pay a reasonable attorney's fee, the same to be a lien upon the said premises and due and payable when suit is begun. The plaintiff in such suit of foreclosure shall be entitled, without notice, to the appointment of a receiver, to collect and receive the rents, issues and profits of the mortgaged premises, and to exercise such other powers as the court shall confer. It is also agreed that should this mortgage be foreclosed, then in the decree of foreclosure entered in such action, the property described therein may be ordered sold en masse, or as one lot or parcel, at the option of the mortgagee.

It is also agreed, that the failure to pay when due any sum herein covenanted to be paid, or secured hereby, or the failure to comply with one of the agreements hereof, shall cause the whole debt to become due and collectable at the option of the mortgagee, without notice; that all money paid by the said mortgages for insurance, taxes, or water or water stock assessments, or ditch dues, rents or assessments, or any sum paid in protection of the lien of this mortgage shall bear interest from the date of such payment at the rate of 10 per annum and shall be secured hereby and collectable with the said principal note.

And also, that the mortgagee may at any time, without notice, release portions of said mortgaged premises from the lien of this mortgage, without affecting the personal liability of any person for the payment of the said indebtedness or the lien of this mortgage upon the remainder of the mortgaged premises for the full amount of said indebtedness then remaining unpaid.

This mortgage and the notes secured hereby shall be governed and construed according to the laws of the State of Idaho at the date of execution.

The word "mortgagor" and the language of this instrument shall, where there is more than one mortgagor, be construed as plural, and be binding equally on all mortgagors; and the word "mortgagee" shall be construed as including any lawful holder hereof; 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, the said mortgagor s have hereunto set their hands and seals
this 10th day of June in the year of Our Lord One Thousand Nine Hundred and seventy

Signed, sealed and delivered in the presence of:

Edw. D. Mackintosh (SEAL)

Edw. M. Mackintosh (SEAL)

(SEAL)

(INDIVIDUAL ACKNOWLEDGEMENT)

STATE OF IDAHO

COUNTY OF Twin Falls } ss.

On this 10th day of June in the year 1970, before me
J.P. Hamilton, a notary public in and for said State of Idaho, personally appeared
LaVerne D. & Emice M. Machacek, husband & wife
known to me (or proved to me on the oath of _____) to be the
person s whose name s are _____ subscribed to the within instrument and acknowledged to me that they
executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this
certificate first above written.



J.P. Hamilton
Notary Public for Idaho,
Residing at Buhl, Idaho
in Twin Falls County, Idaho.

(CORPORATION ACKNOWLEDGEMENT)

STATE OF IDAHO

COUNTY OF _____ } ss.

On this _____ day of _____ in the year 19____, before me _____
_____, a notary public in and for said State of Idaho, personally appeared
_____ known to me to be the
_____ of _____
the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this
certificate first above written.

Notary Public for Idaho
Residing at _____
in _____ County, Idaho.

RECORDED AT THE REQUEST OF The Farmers National Bank of Buhl
on June 22 1970 at 53 min. past 10 A. M. in
Book 35 of OFFICIAL RECORDS, page 513-516 RECORDS OF
EUREKA COUNTY, NEVADA. William A. Gordon Recorder.
File No. 32744 Fee \$ 6.00

BOOK 35 PAGE 516

No. _____
Real Estate Mortgage
LaVerne N. Emice Machacek

to
THE FARMERS NATIONAL BANK
OF BUHL, Idaho

Office of County Recorder
County of Eureka
Nevada } ss.
State of Nevada

I hereby certify that the within mortgage was
filed in this office for record on the _____ day of _____
A.D., 19____, at _____
o'clock _____ m., and was duly recorded
in Book _____ of Mortgages, page _____ of
County Records.

By _____ Recorder
Deputy