

61607

THIS INDENTURE, Made this 6th day of January in the year of our Lord one thousand nine hundred and Seventy Six, between Allen E. Hendrix and Frances Hendrix of Eureka, County of Eureka

State of Nevada, the parties of the first part, and Idaho State Bank, and Idaho Corporation of Hagerman, County of Gooding

State of Idaho, the party of the second part,

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of -Thirty Six Thousand Nine Hundred Forty One & 61/100 - - - DOLLARS of the United States of America, to them

in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents do grant, bargain, sell and convey, unto the said party of the second part, and to its heirs and assigns forever, all certain lot, piece or parcel of land, situate, lying and being in the County of Eureka and State of Idaho,

and particularly described as follows, to-wit:

That portion of Lot 4, Section 20, Township 20 North, Range 53 East, M.D.B. & M., described as follows:

Commencing at the Northwest corner of said Section 20, thence N 89°38' E along the North section line of said sect on a distance of 1,100 feet to Corner #1, the point of beginning, Corner #1, thence continue N 89°38' E along the North Section line of said Section 20 a distance of 200.00 feet to corner #2, thence S 00° 22' W a distance of 200.00 feet to corner #3; thence S 89°38' W a distance of 200.00 feet to Corner #4, thence N 00°22' E a distance of 200.00 feet to corner #1, the point of beginning.

together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anyway appertaining.

THIS GRANT is intended as a mortgage to secure the payment of a certain promissory note of even date herewith, executed and delivered by the said Parties of the first part to the said party of the second part, of which note in the words and figures following, to-wit:

Note dated January 6, 1976 in the amount of Thirty Six Thousand Nine Hundred Forty One & 64/100 - due 1-6-77.

This mortgage is intended to secure not only the notes hereinbefore specifically described, but also any outstanding balance of indebtedness however evidenced, not exceeding \$100,000, plus interest as hereinafter provided, due from Mortgages to Mortgagee, or its assigns or successors, whether now existing or contracted for within a period of five years from and after the date of filing of this mortgage; and this mortgage shall not be discharged nor shall its effectiveness as security for advances hereafter made be affected, by the fact that at certain times there may exist no indebtedness due from Mortgages to Mortgagee but the lien of this mortgage shall continue as security for any loan or advance made to Mortgages by Mortgagee or its assigns, until it has been intentionally released. All indebtedness secured by this mortgage shall bear interest at the rate specified in the notes evidencing such indebtedness, provided however, that if such rate or rates are thereafter increased or decreased by Mortgagee, all the indebtedness secured hereby shall bear such increased or decreased rate of interest from the effective date thereof.

And these presents shall be void if such payment be made. But in case default shall be made in the payments of said principal sum of money, or any part thereof, as provided in said note, or if the interest be not paid as herein specified, then and from thenceforth it shall be optional with the said party of the second part, its Executors, administrators, or assigns, to consider the whole of said principal sum expressed in said note as immediately due and payable, although the time expressed in said note for the payment thereof shall not have arrived; and immediately to enter into and upon all and singular the above described premises, and to sell and dispose of the same and all benefit and equity and redemption of the said parties of the first part, their heirs, executors, administrators or assigns, according to law, and out of the money arising from such sale to retain the principal and interest which shall then be due on the said promissory note, together with the costs and charges of foreclosure suit, including reasonable counsel fees and also the amounts of all such payments of taxes, assessments, incumbrances, or insurance as may have been made by said party of the second part, its heirs, executors, administrators or assigns, by reason of the permission hereinafter given, with the interest on the same hereinafter allowed, rendering the overplus of the purchase money (if any there shall be) unto the said parties of the first part, their heirs, executors, administrators or assigns. And the said parties of the first part do hereby further covenant,

promise and agree, to and with the said party of the second part, to pay and discharge, at maturity, all such taxes and assessments, liens, or other incumbrances now subsisting, or hereafter to be laid or imposed upon said premises or which may be in effect a prior charge thereupon to these presents, during the continuance hereof, and in default thereof, the said party of the second part may pay and discharge the same, and may, at its option, keep fully insured against all risks by fire the buildings which are now or may be hereafter erected thereon, at the expense of the said party of the first part

and the sums so paid shall bear interest at the rate of 10 per cent per annum until paid, and shall be considered as secured by these presents and be a lien upon said premises, and shall be deducted from the proceeds of the sale thereof, above mentioned, with interest as provided.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the Presence of

x *Allen Hendrix* (SEAL)
x *Frances Hendrix* (SEAL)

(SEAL)
(SEAL)

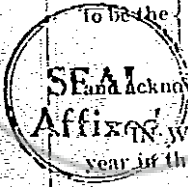
STATE OF IDAHO, }
County of Gooding } ss.

On this 6th day of January, in the year 1976, before me, L. W. Hansen, a Notary Public for said State,

personally appeared Allen E. Hendrix and Frances Hendrix

known to me (or proved to me on the oath of _____)

(person whose name is _____ subscribed to) the within instrument,
(President, or Vice President, Secretary or Asst. Secretary) of the corporation that executed) executed the same.



and acknowledged to me that _____ (he, they, or 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.

L. W. Hansen
Notary Public in and for the State of Idaho, residing at _____

RECORDED AT THE REQUEST OF Frances Hendrix
on June 25 19 76 at 00 mins. past 4 P.M. in Gooding
Book 55 of OFFICIAL RECORDS, page 300-302 RECORDS OF Gooding County therein.
EUREKA COUNTY, NEVADA. WILLIS A. DePAOLI Recorder
File No. 61607 Fee \$ 5.00

BOOK 55 PAGE 302