

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 & 64/100 - - - 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, Nevada  
 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 section 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  
 anywise 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 Mortgagees 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, it's

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 over-plus 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 part Y 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 part of the second part may pay and discharge the same, and may, at 1 to 3 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 part 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 ha 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 19 76, 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 s whose name s subscribed to the within instrument, of the corporation that executed )

To be the

(President, or Vice President, Secretary or Asst. Secretary)

SEAL  
Affixed

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.

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

BOOK 55 PAGE 302