

NEVADA CHATTEL MORTGAGE

Livestock Co

a Copartnership, with its principal place of business

residing at _____, County of _____, State of _____, Mortgagor,

(the word "Mortgagor" and the language of this instrument shall, when there is more than one mortgagor, be construed as plural and binding equally on all mortgagors) for and in consideration of \$6,000.00

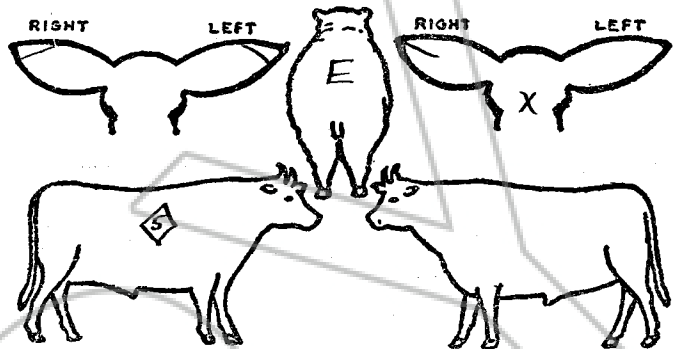
Dollars, to said Mortgagor paid by Regional Agricultural Credit Corporation of Salt Lake City, Utah, Mortgagee, does hereby grant, bargain, transfer, sell and mortgage unto said Mortgagee the following described personal property situated in the County of _____ State of _____, and described as follows:

THE FOLLOWING DESCRIBED LIVESTOCK:
Fifty-two (52) head of Hereford and Shorthorn Cattle, and thirteen thousand one hundred twenty-five (13,125) head of sheep more particularly described and classified as follows:

Said livestock bearing one or more of the following described brands or ear marks:

Wool Brand _____ E _____ Cattle Brand _____ E _____

- 4 - steers - age one year
- 4 - heifers - age one year
- 2 - heifers - age two years
- 25 - cows - ages three to eight years
- 1 - cow - age over eight years
- 15 - calves - 1234
- 1 - registered Herford Bull
- 1200 ewes - age one year
- 6097 ewes - ages one to five years
- 5000 ewes - ages over five years
- 5000 lambs - 1034
- 140 - rams - 1034
- 330 horses - broke also tons hay and
- 8 - mules - broke also tons corn now on hand



Also all crops and more, and any and every equipment complete, including harness, traps, feed, etc., now or hereafter used in connection with the livestock covered by this mortgage.

Said cattle and horses are all branded thus: [E] the cattle on the right ribs, horses on left ribs; the said sheep are all ear-branded thus: [E]. The preceding things except for crops is a year alone each year; for sheep ear with right, left full; none were returned, and as shown on diagram herein. Said sheep have aluminum tags in right ear.

This mortgage includes all increase and what crops have or should have from the above described livestock during 1934 and 1935 and during the full period of this mortgage. During the life of this mortgage the said livestock will retain the above brands and marks and tags, and all increase therefrom will be branded, tagged and numbered in like manner.

There is a record of this chattel mortgage dated July 25, 1934.

This mortgage also includes the loan crop of said cow on assignment to National Wool Marketing Association, the proceeds from which are to be applied on the indebtedness secured hereby.

In the case of sheep and cattle all lamb and calf crops (whether now born or unborn) during the period of the mortgage are included.

There is also included all the right, title and interest of the Mortgagor in and to all hay, grain, pasturage and feed, and in and to all range and forest reserve rights, feed, pens, feed troughs and water rights and privileges used or useful in feeding said livestock, also all horses, mules, harness, camps, camp wagons, commissary, outfits, and shearing, lambing, and other equipment used in operating said livestock, and in general all property and equipment now or hereafter used in or in connection with feeding, ranging, watering, lambing, shearing, maintaining, transporting or caring for said livestock, so far as such property is the lawful subject of chattel mortgage, until the indebtedness herein described is paid in full.

All of said livestock may carry other brands and marks than those mentioned, but in any event the above enumeration and description is intended to cover and include all livestock now owned by the Mortgagor, and their increase, and all additions thereto, whether marked or branded as stated or otherwise, or unbranded.

The said livestock during the term of this mortgage will be kept only in the following county or counties and State or States:

Elko, Eureka, and Coconino, State of Arizona

and will not be removed therefrom except with the written consent of the Mortgagee.

ALL CROPS of every name, nature and description which have been or may be hereafter sown, grown, planted, cultivated or harvested during the year _____ upon the following described real estate, to-wit: _____ County, _____ State of _____

_____ acres land owned by the Mortgagee, located approximately 25 miles SE from Elko, Nevada

known as Elko Creek Livestock Company ranch.

The Mortgagee is entitled to include only the following crops: hay, pasture and miscellaneous feed crops.

As to crops not planted at the time of the execution of this mortgage, it is the intention of the parties that the mortgage shall take effect upon the said crop when planted.

TO HAVE AND TO HOLD the said property and all of the same unto the said Mortgagee, and its successors and assigns forever.

PROVIDED, nevertheless, this is a mortgage given to secure payment of the following:

No. \$ 25,000.00

August 9, 1930 Salt Lake City, Utah, August 11, 1930
jointly and severally, promise to pay to the order of the REGIONAL AGRICULTURAL CREDIT CORPORATION of Salt Lake City, Utah, at its office in the city of Salt Lake, State of Utah,
thirty-six thousand and no/100 , Dollars,

with interest at the rate of 6 per cent per annum from date hereof, payable at maturity.

In the event this note is placed in the hands of an attorney for collection or suit is brought on the same, or any portion thereof, we and each of us, jointly and severally, further agree to pay such reasonable attorney's fees and costs of collection as may be permitted by law to be charged.

The makers and indorsers of this note severally waive presentment for payment, demand, protest, and notice of non-payment thereof.

(Signed) SMITH CREEK LIVESTOCK CO., a corporation

(Signed) By: J. A. McPherson Amelie Heguy

(Signed) By: A. G. McPherson Alex Heguy

(Signed) By: Alex Heguy

(Signed) By: Thomas I. McPherson

(Signed) By: J. A. McPherson, Notary Public in Salt Lake City, Utah

(If more than one note describe other notes in following space.)

Amelie Heguy
Melvin E. McPherson

Upon default by the mortgagor of any of the terms, covenants, conditions or agreements of this mortgage it is agreed that all of the rights granted the mortgagee, under covenant No. 13 of an Act of the State of Nevada entitled, "An act relating to mortgages on real and personal property, and to provide that certain agreements, covenants, obligations, rights and remedies thereunder may be adopted by reference," approved March 23, 1927, hereinafter mentioned, are hereby granted to the mortgagee herein and extended to all of the chattels herein mortgaged.

Every covenant, stipulation and agreement herein contained shall bind and inure to the benefit of the said mortgagor and mortgagee and their respective heirs, executors, administrators, successors and assigns.

The following covenants: One; Two; Three; Four; Five; Six; Seven (\$); Eight; Nine; Ten; Eleven; Twelve; Thirteen; Fourteen; and Fifteen of an act entitled "An act relating to mortgages on real and personal property, and to provide that certain agreements, covenants, obligations, rights and remedies thereunder may be adopted by reference," approved March 23, 1927, (being chapter 109 of the Statutes of the State of Nevada of the year 1927), are hereby adopted and made a part of this mortgage.

Dated this 11 day of August, 1930

By: Thomas I. McPherson
By: Amelie Heguy
Notary Attorney in Salt Lake City
Amelie Heguy
Melvin E. McPherson

By: J. A. McPherson (Seal)
By: Alex Heguy (Seal)
By: Amelie Heguy (Seal)

(ACKNOWLEDGMENT—INDIVIDUAL)

STATE OF ... }
COUNTY OF ... } ss.

On this ... day of ..., A. D. 1930, personally appeared before me
..., a notary public in and for ... County,

known to me to be the person ... described in, and who executed the foregoing instrument, who acknowledged to me that ... he ... 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 at my office in the County of ..., the day and year hereinabove first written.

My commission expires ...
Notary Public in and for the County of ...
State of ... Residing at ...

(AFFIDAVIT—INDIVIDUAL)

STATE OF ... }
COUNTY OF ... } ss.

being first duly sworn, deposes and says: that ... he ... is (are) the mortgagor ... described in and who executed the foregoing mortgage, and that said mortgage is made in good faith to secure the amount named therein, and without any intent or design to deceive, hinder, delay or defraud the creditors of the mortgagor ...

Subscribed and sworn to before me this ... day of ..., 1930

My commission expires ...
Notary Public in and for the County of ...
State of ... Residing at ...

(AFFIDAVIT—MORTGAGEE)

STATE OF ... }
COUNTY OF ... } ss.

being first duly sworn, deposes and says:
That he is ... of the mortgagee corporation named in the foregoing mortgage, and that as such officer he makes this affidavit on behalf of said corporation; that the aforesaid mortgage is made in good faith to secure the amount named therein and without any design to deceive, hinder, delay or defraud creditors.

Subscribed and sworn to before me this ... day of August, 1930

My commission expires May 1, 1930
Notary Public in and for the County of Salt Lake City
State of Utah Residing at Salt Lake City

(ACKNOWLEDGMENT—CO-PARTNERSHIP)

STATE OF NEVADA }
COUNTY OF CLATSOP } ss.

On this 13th day of August, A. D. 1935, personally appeared before me Stephen Jewell, a notary public in and for the State of Nevada, County of Clatsop, known to me to be the person described in and who executed the foregoing instrument in behalf of and as a member of the co-partnership of Therese I. McBride, J. A. McBride, Alex Begay and Theresia I. McBride, who acknowledged to me that he executed the said instrument for and on behalf of said co-partnership 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 Clatsop, the day and year hereinabove first written.

My commission expires

Stephen Jewell
Notary Public in and for the County of Clatsop
State of Nevada Residing at Elko

June 18, 1935.

(AFFIDAVIT—CO-PARTNERSHIP)

STATE OF NEVADA }
COUNTY OF CLATSOP } ss. J. A. McBride, A. C. McBride, Alex Begay, and Therese I. McBride, being first duly sworn, deposes and says that he is one of the co-partnership of Therese I. McBride, J. A. McBride, Alex Begay and Theresia I. McBride, the mortgagor described in and which executed the foregoing mortgage and that said mortgage is made in good faith to secure the amount named therein and without any intent or design to deceive, hinder, delay or defraud the creditors of the mortgagor.

Therese I. McBride Alex Begay Theresia I. McBride
Subscribed and sworn to before me this 13th day of August, 1935.

My commission expires

Stephen Jewell
Notary Public in and for the County of Clatsop
State of Nevada Residing at Elko

June 18, 1935.

(ACKNOWLEDGMENT—CORPORATE)

STATE OF _____ }
COUNTY OF _____ } ss.

On this _____ day of _____, A. D. 193____, personally appeared before me _____ a notary public in and for _____ County _____, known to me to be the _____ (President, Vice President or Secretary) 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 _____ the day and year hereinabove first written.

My commission expires

Notary Public in and for the County of _____
State of _____ Residing at _____

(AFFIDAVIT—CORPORATE)

STATE OF _____ }
COUNTY OF _____ } ss.

_____, being first duly sworn, deposes and says that he is the _____ of _____ corporation, the mortgagor described in and which executed the foregoing mortgage and that he makes this affidavit for and on its behalf; that the said mortgage is made in good faith to secure the amount named therein and without any intent or design to deceive, hinder, delay or defraud the creditors of the mortgagor.

Subscribed and sworn to before me this _____ day of _____, 193____.

My commission expires

Notary Public in and for the County of _____
State of _____ Residing at _____

No.

Chattel Mortgage

TO

**Regional Agricultural
Credit Corporation**

of Salt Lake City, Utah

Dated

File No. 20041

The within chattel mortgage was filed for record in my office as a chattel mortgage on the *16th* day of *Aug*, 19*34*, filing No. *20041* at *130* minutes past *4* o'clock *P.* M.

County Recorder.

(SEAL)

L. E. Merriam County

State of *Nevada*

Please fill in the following certificate on the duplicate original before returning to Mortgagee.

STATE OF *NEVADA* ss.
COUNTY OF *CLATSOP*
I hereby certify that an exact duplicate original of the within chattel mortgage was filed for record in my office on the *16th* day of *Aug*, 19*34*, at *130* o'clock past *4* o'clock *P.* M. and received filing number *20041*.
(SEAL)
Recorder
Deputy