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THIS MORTGAGE, made this 29th day of June, 1935, between the estate of Pete Carletti, by Mrs. Hattie Carletti, of Eureka, Nevada, administratrix with the will annexed, the party of the first part, mortgagor, and the Farmers & Merchants National Bank, County of E ureka, State of Nevada, the party of the second part, mortgagee; it being understood that any gender includes all other genders, the singular number includes the plural and the plural the singular.

WITNESSETH:

That whereas, the said mortgagor is justly indebited to the said mortgagee in the sum of FOUR HUNDRED DOLLARS, (\$400.00), lawful money of the United States of America, evidenced by one promissory note bearing even date with these presents, said note being for the principal sum of Four hundred dollars, payable on demand, to the Farmers & Merchants National Bank of Eureka, State of Nevada, in lawful money of the United States of America, with interest thereon at the rate of 8% per annum from date until paid; interest payable semi-annually, also after judgment, a copy of which said note is in the words and figures following to-wit:

\$400.00

Eureka Nevada, June 29th, 1935.

On demand after date, without grace, for value received, I promise to pay to THE FARMERS & MERCHANTS NATIONAL BANK OF EUREKA, or order, at its Banking Office in Eureka, Nevada, the sum of Four Hundred & No/100 dollars in lawful money of the United States, with interest thereon at the rate of eight percent. per annum from date until paid. Interest payable semiannually, also after judgment.

The endorsors, sureties, guarntors and assignors, severally waive presentation for payment, protest and notice of protest for non-payment of this note, and all defenses on the ground of any extension of time of its payment "at or after maturity" that may be given by the holder or holders, to them or either of them, or to the maker ther of. In the event of the non-payment

of this said note at maturity or its collection by suit, I agree to pay all expenses that may be incurred thereby, including a reasonable attorney's fee, and to shat end bind myself, my heirs, executors, administrators and assigns forever; For the purpose of attachment or levy of execution, this note shall be payable wherever I may be situated at the option of the holder.

Estate of Pete Carletti

By, Mrs. Hattie Carletti, Administratrix.

NOW, THIS MORTGAJE WITNESSETH:

That the said mortgagor for and inconsideration of the premises, and the sum of one (\$1.00) to it in hand paid by the said mortgagee, the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed, confirmed and set over and does by these presents grant, bargain, sell, convey, confirm and set over unto the said mort agee, his successors and assigns forever: All that crop of hay now standing and growing on the land and premises, situated in the County of Erreta, State of Nevada, and known as the Pete Carletti ranch, as security for the payment to the mortgagee of the note hereinabove described.

said mortgagor promises that he will properly attend to, care for, and protest said crop of hay until the same shall be ready for harvesting, and then harvest and prepare the same for market, and when so prepared, deliver the marketable product to the mortgagee, to be by it sold or fed or otherwise disposed of for the best price obtainable; and the proceeds of sale shall be applied to the payment of the debt hereby secured, with interest according to the terms of said promissory note, together with any sums paid or charges incurred by said mortgagee in making said sale, or under any provision hereof; and any surplus of said proceeds remaining shall be paid to said mortgagor.

Upon default of the mortgagor of any of the terms, covenants, condition or agreements of this mortgage it is agreed that all of the rights granted the mortgage, under covenants, Nos, one to thirteen inclusive, of an ACT entitled and act relating to mortgages on personal property, and to provide that certain agreements, covenants, obligations, rights and remedies thereunder may be adopted by reference "Approved March 23, 1927 are hereby granted to the mortgagee herein and extanded to all of the chattels herein mortgage.

If during the subsistance of this mortgage there be commenced or pending any suit or action affecting any property which may at any time be subject to the lien hereof, or the title thereto, or the possession thereof, the said mortgagee may appear in any suit, or action and retain counsel therein and defend the same, or otherwise take such action therein as it may be advised and may settle or compromise the same, or may at its option, pay and discharge any indefitedness now or hereafter existing against any property which may at any time be subject to the lien hereof, and in that behalf and for any of said purposes, may employ legal counsel and may pay and expend at the expense and on account of the mortgagor such sums of money at it shall deem necessary.

The mort agor does hereby agree that he will, unon demand for possession of said property or any part the soft under any of the provisions hereof, deliver and surrender possession thereof to the mortgagee and that he will hold the mortgagee free and harmless from any damage of any nature whatsoever which may be sustatined by the said mortgager by reason of the mortgagee taking possession of the mortgaged property under any of the terms or conditions of this mortgage.

shall bind inure to the benefit of the said mortgagor and the 2 mortgagee and their respective heirs, executors, administrators, 3 successors and assigns. The following covenants: One; three, 8%, four; Five; Six; Seven; Eight, Nine; Ten; Eleven; Twelve; Thirteen; Fourteen; and fifteen of an act entitled "An act relating to mortgages of real and personal property, and to provide that 8 certain agreements, covenants, obligations, rights and remedies 9 thereunder may be adopted by reference "Approved March 23, 10 1927, are hereby adopted and made a part of this nortgate. 11 IN WITHESS WHELEOF, the mort agor has executed these 12 presents the day and year first above 13 14 15 STATE OF NEVADA 16 COUNTY OF ETREKA SS: 17 On this 29th day of June, 1935, personally appeared be-18 fore me, W. R. Reynolds, a Notary public in and for the County 19 of Eureka, Hattie Carletti, known to me to be the person des-20 cribed in and who executed the foregoing instrument and who 21 acknowledged to me that he executed the same freely and volun 22 tarily and for the uses and purposes therein mentioned. 23 IN WITNESS WHEREOF I have hereunto set my hand and affixed 24 my official seal at my office in Eureka, Nevada, the day and 25 year in this certificate first about writ 26 27 28 29

Every covenant, stipulation and agreement herein contained

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STATE OF NEVADA COUNTY OF EUREKA S**S**: Hattie Carletti, mortgagor, being first dulysworn to according to law, deposes and says: That she is the mortgagor named in the foregoing mortgage; that the aforesaid mortgage is made in good faith and withou any design to hinder, defraud delay, or defraud any of the creditors of the mortgagor. Mosfattie (Subscribed and sworn to before me this 29th day of June, 1935. Notary Public Eureka, Nevada.

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