


FARM CREDIT ADMINISTRATION
MIGRATORY CHATTEL MORTGAGE

THIS MORTGAGE, made this first day of August, 1935, by
CADET ANXO and MARY ANXO (his wife)

residing (and/or having its principal place of business) within the County (or Counties) of Eureka,
State of Nevada, occupation farming and/or raising, breeding, fattening or marketing of livestock, MORTGAGOR,
and the NEVADA LIVESTOCK PRODUCTION CREDIT ASSOCIATION with its office at Reno, Nevada,
engaged in the business of making loans pursuant to the provisions of Title II of the Farm Credit Act of 1933, approved
June 16, 1933, MORTGAGEE,

WITNESSETH: That the Mortgagor mortgages to the Mortgagee all that certain personal property described as follows,
to-wit:

NUMBER	KIND OR CLASS	AGE	BRAND	LOCATION OF BRAND	TATOO OR EARMARK		BREED AND DESCRIPTION
					Rt.	Lt.	
105	Ewes	1 yr.	All of said	said	All of said sheep being ear-marked thus: 		Rambouillet
1,175	Ewes	2 yr.	sheep being				Rambouillet
359	Ewes	3 yr.	branded thus:				Rambouillet
686	Ewes	4 yr.	CA				Rambouillet
1,483	Ewes	5 yr.					Rambouillet
573	Ewes	6 yr.					Rambouillet
609	Ewes	Over 6 yr.					Rambouillet
3,745	Lambs						Rambouillet
100	Bucks	Various					Romney and Rambouillet

- 4 Work Mules
5 Pack burros
1 Saddle Horse

Said mules, burros, and horse are branded thus: V on left stifle.

50 tons of hay, 3 tons of corn, and all hay, grain and/or any or all other livestock feeds acquired hereafter and prior to the payment in full of the indebtedness secured by this mortgage.

Together with all crops of whatsoever kind or character now standing, planted or grown, or that may, during the crop years of 1935, 1936 and 1937 be planted or grown on the land in the County of Eureka State of Nevada, which land is described as follows: The Willow Creek or Home Ranch - containing approximately six hundred forty (640) acres, located on the Alpha-Tonka road approximately seven (7) miles south from Alpha, Eureka County, Nevada, being a part of and located in Sections 14, 22, and 23, Township 24 North, Range 50 East, M.D.M.

The Lambing Grounds Ranch - containing approximately three hundred sixty (360) acres, located in the Thomas range of hills being approximately twenty-eight (28) miles east from the Willow Creek Ranch and is located in and is a part of sections 18 and 21, Township 28 North, Range 51 East, M.D.M., in Eureka County, Nevada.

When this mortgage is intended to cover crops, if said crops are not planted upon the execution hereof it is the intention of the parties hereto that this mortgage shall take effect upon such crops when planted.

All of the livestock being branded as shown above are now located upon lands owned, leased, or otherwise controlled, by
Mortgagor located in.....Eureka..... County ~~(Nev)~~
State of.....Nevada....., and such lands are commonly known as the Willow Creek Ranch, and public
and leased range lands adjacent to and in the vicinity of the ranch Said livestock, during the term
of this mortgage, will be ranged only in the following county or counties and state or states: Eureka and Nye
Counties, Nevada,
and will not be ranged elsewhere without the consent of the Mortgagee.

This mortgage is intended to cover all the livestock of what soever age or sex owned by said Mortgagor, or hereafter acquired by said Mortgagor during the life of this mortgage, bearing said marks and brands, or otherwise described or branded or marked, and all such livestock are included in this mortgage whether the same are hereinbefore enumerated and described or not, said Mortgagor hereby warranting title to all of the personal property herein mortgaged, and covenanting that the same is free from incumbrance.

TOGETHER with all the increase thereof, additions and accretions thereto, whether natural or otherwise, and all the increment thereof, including wool and mohair, also the said brands and the right to use and transfer the same; said marks and brands being the holding marks and brands and carry the title, although said livestock may have other marks and brands. Said Eureka County, Nevada
holding brands are registered at the office of the County ~~xx Nevada~~ Recorder of/ and Mortgagor hereby agrees to keep said brands recorded and active in accordance with law.

This mortgage shall cover and include all right, title and interest of the Mortgagor in and to the range, range allotments, range rights, forest permits, forest allotments, forest privileges, feed of every nature, pasturage, feed pens, feed troughs, water, water rights, watering places, water privileges, water locations, water tanks, reservoirs, tank sites, wells, well-casings, pumps, pumping machinery, engines, boilers, windmills, land rights, land leases, permits, buildings, fences, corrals, automobiles, wagons, horses, mules, burros, and the increase thereof and additions thereto branded with any other brand or iron and belonging to the Mortgagor, and all farming machinery, camp equipment, appliances and other equipment, together with all additions thereto and replacements thereof, used in the management of said property, until the indebtedness herein described is fully paid.

This mortgage is intended to secure, and does hereby secure the payment to the said Mortgagee, at its office hereinabove set forth of certain indebtedness according to the terms and conditions of a certain promissory note dated August 1, 1935
executed by the Mortgagor in favor of the Mortgagee, for the principal sum of \$ 44,974.55, payable on or
before August 1, 1936 at said office of the Mortgagee, with interest thereon at the rate of five
per cent per annum from date until paid, and any renewals or extensions of said note.

Together with any and all additional loans or advances which the Mortgagee at its option may hereafter make to the Mortgagor or in Mortgagor's behalf, with interest thereon, and any renewals of the notes given therefor.

The purpose of this mortgage is to finance the Mortgagor in the raising and production of livestock and/or crops, and to market the same; and in the conduct of such business the Mortgagor will from time to time require advances from the Mortgagee; that during the existence of this mortgage, said personal property will be marketed and the proceeds thereof applied on the indebtedness hereby secured; that there may be times when sums advanced to the Mortgagor will be fully repaid but the business of the Mortgagor will continue and require financing; that this mortgage shall be a continuing lien in favor of the Mortgagee on said personal property to secure the repayment of all advances made by the Mortgagee at any time after or prior to the payment in full of all such indebtedness and until this mortgage shall have been formally released of record.

Advances made by Mortgagee after discount or assignment of this mortgage shall be secured hereby if such advances are discounted by or assigned to mortgage holder, or mortgage holder has consented in writing to such advances.

The Mortgagor guarantees the payment of the full proceeds of all checks, and/or drafts transmitted in payment of any indebtedness hereby secured.

It is agreed that said personal property shall remain in the possession of the Mortgagor but shall not be removed or sold by the Mortgagor or taken from the premises where the same is now situated without the written consent of the Mortgagee.

The Mortgagor agrees to pay taxes and assessments on said personal property when due and before they become delinquent.

The Mortgagor hereby covenants and agrees to and with the Mortgagee that in case default is made in the payment of any indebtedness hereby secured, or interest thereon, or if any claims, charges or demands which can be made prior liens to this mortgage upon said property, are not paid or discharged at maturity, or if said property is attached or levied upon, taken possession of, or detained by any person other than the Mortgagee, for any cause, or in case said Mortgagor shall remove or permit to be removed from said premises or dispose of or attempt to dispose of said personal property, or any part thereof, without the consent of the Mortgagee, or in case the Mortgagor shall fail to keep and perform any of the agreements herein contained to be kept and performed by said Mortgagor or if any of the statements made herein by said Mortgagor shall prove to be false in whole or in part, or if from any cause the security shall become inadequate or if said Mortgagor does not take proper care of said property, or if said Mortgagor shall be financially or otherwise unable to provide a proper amount of feed for said animals, or if the Mortgagee shall feel unsafe or insecure with reference to the payment of the sums of money above mentioned, then in all or any of the cases aforesaid, the whole indebtedness hereby secured shall at the option of the Mortgagee, and without notice to the Mortgagor, become due and payable, and the Mortgagee shall have the right and power to take immediate possession, personally or by agent, of all said personal property wherever found without legal process. And in any of the events above specified, the Mortgagee shall have the right both after and before the maturity of the note or notes secured by this mortgage, to sell at public or private sale, without notice to the Mortgagor, said personal property, or such part thereof as shall be sufficient to pay the debt secured hereby remaining unpaid, whether due or to become due, as the case may be, together with a reasonable attorney's fee, which fee shall be secured by this mortgage and all costs of suit and expenses pertaining to the searching for, taking, keeping, feeding, transporting, caring for and selling of said property; and at any such sale, the Mortgagee may become a purchaser.

It is agreed that the Mortgagee shall have at all times during the continuance of this obligation, the right to enter upon the premises where said property is located and/or upon any premises to which it or any part of it may be removed, in order to inspect, count, gather, brand, mark, dehorn, vaccinate or otherwise treat, feed or care for the same, and the Mortgagor agrees upon demand and at Mortgagor's expense, to gather the above described livestock or any of them, in such place or places as the Mortgagee may direct, in order that said livestock may be inspected by said Mortgagee and marked, dehorned, vented or branded, and Mortgagor further promises and agrees at Mortgagor's expense to furnish sufficient help, horses and equipment that may be necessary or proper to accomplish these things expeditiously. The Mortgagor further agrees that in the event it shall be necessary to move said livestock at any time Mortgagor will, upon demand of the Mortgagee, remove said livestock and furnish all necessary men, horses and equipment therefor, and will carry out any instructions of the Mortgagee given to accomplish this expeditiously and in a workmanlike manner.

The word "Mortgagor" wherever used herein shall include persons, partnerships, and corporations, and, whenever required by the context hereof, the singular number shall include the plural and the masculine shall include the feminine and/or neuter gender. This mortgage shall inure to the benefit of the holder or holders of said note or notes or any indebtedness secured hereby, and shall be valid and enforceable between the personal representatives, successors or assigns of the parties hereto.

In Witness Whereof the Mortgagor has executed these presents the day and year first hereinabove written.

Signed, sealed, and delivered in the

presence of:

Am E. Whittier

Witness

Residing at

Elko, Nevada

Cadet Anxo
CADET ANXO
Mary Anxo
MARY ANXO

ACKNOWLEDGMENT—INDIVIDUAL FORM

80 printed words

STATE OF _____ }
County of _____ } ss.

On this _____ day of _____, 19_____, before me, _____,
a Notary Public in and for said County and State, personally appeared _____

known to me to be the person _____ described in and whose name _____ subscribed to the within instrument, and acknowledged
to me that _____ signed, sealed, executed and delivered the same, freely and voluntarily for the uses, purposes and consideration
therein mentioned.

My commission expires: _____ Notary Public in and for said County and State.

(SEAL)

AFFIDAVIT OF GOOD FAITH FOR INDIVIDUAL MORTGAGOR

85 printed words

STATE OF _____ }
County of _____ } ss.

being duly sworn, depose(s) and say(s) that _____ the mortgagor(s) named in the fore-
going mortgage; that said mortgage is made in good faith to secure the amount or amounts therein set forth, and without any
design to hinder, delay or defraud any creditor or creditors of the mortgagor(s) or any of them.

Subscribed and sworn to before me this _____

day of _____, 19_____

Notary Public in and for said County and State.

My commission expires: _____

ACKNOWLEDGMENT—PARTNERSHIP FORM

81 printed words

STATE OF _____ }
County of _____ } ss.

On this _____ day of _____, 19_____, before me, _____,
a Notary Public in and for said County and State, personally appeared _____

known to me to be _____ of the partners of the partnership that executed the within
instrument, and acknowledged to me that such partnership signed, sealed, executed and delivered the same, freely and volun-
tarily for the uses, purposes and consideration therein mentioned.

My commission expires: _____ Notary Public in and for said County and State.

(SEAL)

AFFIDAVIT OF GOOD FAITH FOR PARTNERSHIP MORTGAGOR

133 printed words

STATE OF _____ }
County of _____ } ss.

_____, being first duly sworn, each deposes
and says: That _____ he is a member of _____
the partnership named as mortgagor in the foregoing mortgage; that the said mortgage is made in good faith to secure the
amount or amounts therein set forth and without any design to hinder, delay or defraud any creditor or creditors of the mort-
gagor, and that _____ he makes this affidavit in behalf of the partnership, and in _____ capacity as a member of the partnership.

Subscribed and sworn to before me this _____

day of _____, 19_____

Notary Public in and for said County and State.

My commission expires: _____

STATE OF } ss.
 County of
 On this..... day of 19....., before me,
 a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared
 and known to me to be the
 of the corporation that executed the within and
 foregoing instrument, known to me to be the persons who executed the within instrument in behalf of the corporation therein
 named, and each being by me duly sworn did depose, say and acknowledge that he is the respective officer of said corporation as
 designated in said instrument; that he is acquainted with the seal of said corporation and that the seal affixed to said instru-
 ment is the corporate seal of said corporation; that he signed and sealed the said instrument in behalf of said corporation by
 authority of a resolution of its Board of Directors, that the signatures to said instrument were made by the officers of said
 corporation as indicated after said signatures, and that said corporation executed the said instrument freely and voluntarily for
 the uses, purposes and consideration therein mentioned.

My commission expires:

Notary Public in and for said County and State.

(SEAL)

AFFIDAVIT OF GOOD FAITH FOR CORPORATE MORTGAGOR

(106 printed words)

STATE OF } ss.
 County of

That.....he is the..... of....., being first duly sworn, says:
 named as the mortgagor in the foregoing mortgage; that the said mortgage is made in good faith to secure the amount or
 amounts therein set forth and without any design to hinder, delay or defraud any creditor or creditors of the mortgagor, and that
 he makes this affidavit in behalf of the corporation and in..... capacity as..... of the corporation.
 Subscribed and sworn to before me this..... day of..... 19.....

Notary Public in and for said County and State.

My commission expires:

AFFIDAVIT OF GOOD FAITH FOR MORTGAGEE

(117 printed words)

STATE OF } ss.
 County of

That he is the..... Secretary of....., being first duly sworn, says:
 CREDIT ASSOCIATION, the corporation named as the mortgagee in the foregoing mortgage; that the said mortgage is made in
 good faith to secure the amount or amounts therein set forth and without any design to hinder, delay or defraud any creditor
 or creditors of the mortgagors or any one of them, and that.....he makes this affidavit in behalf of the corporation and in his
 capacity as..... Secretary of the corporation.

Subscribed and sworn to before me this..... day of..... 19.....

Notary Public in and for said County and State.

My commission expires:

(SEAL)

Migratory Chattel Mortgage

Address.....
 TO
 PRODUCTION CREDIT ASSOCIATION

File No. 21252
 Filed for record at the request of McNamara & Robbins
 at Aug. 13, 1935
 at 30 min. past 4 o'clock,
P M., and recorded in Book.....
 of.....
 at page....., in the office of the County
 Recorder of Eureka County,
 State of California
Peter Meriando
 Recorder.
 Deputy Recorder