

# NEVADA CHATTEL MORTGAGE

SMITH CREEK LIVESTOCK COMPANY, a co-partnership, with its principal place of business

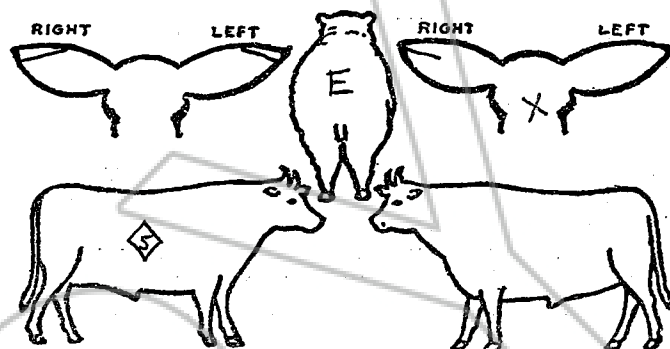
residing at ELKO, County of ELKO, State of NEVADA, Mortgagor,  
(the word "Mortgagor" and the language of this instrument shall, when there is more than one mortgagor, be construed as plural  
and binding equally on all mortgagors) for and in consideration of Thirty-six thousand and no/100 - (\$36,000.00) - 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  
Elko State of Nevada, 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 ◇



- 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 - 1934
- 1 - registered Hereford Bull
  
- 1200 - ewes - Rambouillet - age one year
- 6097 - ewes - Rambouillet - ages two to five years
- 500 - ewes - ages over five years
- 5200 - lambs - 1934 Rambouillet & Hampshire
- 128 - rams - Rambouillet and Hampshire
  
- 32 - horses - broke ) also 600 tons hay and
- 8 - mules ) 10 tons corn now on hand.

Also all camps and packs, and camp and  
pack equipment complete, including  
wagons, harness, saddles, trucks, etc.,  
now or hereafter used in connection  
with the livestock covered by this  
mortgage.

Said cattle and horses are all branded thus: ◇ the cattle on the right ribs, horses on  
left hip; the said sheep are all wool-branded thus: E. The predominating earmark for  
cattle is upper slope each ear; for sheep and slit right, left full; same mark reversed,  
all as shown on diagrams hereon. Said sheep bear aluminum tags in right ear.

This mortgage includes all increase and wool crops born or sheared 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 described  
brands and marks and tags, and all increase therefrom will be branded, tagged and  
earmarked in like manner.

This is a renewal of that certain chattel mortgage dated July 25, 1933.

This mortgage also includes the 1934 crop of wool now on consignment 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 operat-  
ing 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 mort-  
gage, 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 descrip-  
tion 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:

White Pine, Elko, Eureka, Nye Counties, State of Nevada

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 har-  
vested during the year 1934 & 1935 upon the following described real estate situated in Elko County,  
State of Nevada to-wit: and/or any other farm, pasture or hay land owned by  
Mortgagors wherever situate in the State of Nevada.

2524.29 acres land owned by mortgagors, located approximately 35 miles SE from Elko, Nevada  
known as Smith Creek Livestock Company ranches.

The foregoing is qualified to include only the following crops: hay, pasture and  
supplemental 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. \_\_\_\_\_ \$ 36,000.00  
Salt Lake City, Utah, August 11, 1935  
August 9, 1935 - - - - - after date, for value received we and each of us,  
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 1/2 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 co-partnership

(Signed) By- J. A. McBride J. A. McBRIDE

(Signed) By- A. G. McBride A. G. McBRIDE

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

by- Alex Heguy ALEX HEGUY

AMELIE HEGUY

By- Therese I. McBride J. A. McBRIDE

MILDRED D. McBRIDE

By- J. A. McBride, Her Attorney in Fact.

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 10 %; Three 6 1/2 %; Four; Five; Six; Seven (\$ \_\_\_\_\_);  
(Atty. fee) (Advances) (Insurance)  
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, 1935

SMITH CREEK LIVESTOCK CO., a co-partnership (Seal)

By- Therese I. McBride By- J. A. McBRIDE (Seal)

By- J. A. McBRIDE By- ALEX HEGUY (Seal)

Her Attorney In Fact. By- A. G. McBRIDE (Seal)

AMELIE HEGUY

MILDRED D. McBRIDE

(ACKNOWLEDGMENT—INDIVIDUAL)

STATE OF \_\_\_\_\_ } ss.

COUNTY OF \_\_\_\_\_ }

On this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 1935, 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 \_\_\_\_\_ } ss.

COUNTY OF \_\_\_\_\_ }

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 \_\_\_\_\_, 1935

My commission expires \_\_\_\_\_ Notary Public in and for the County of \_\_\_\_\_

State of \_\_\_\_\_ Residing at \_\_\_\_\_

(AFFIDAVIT—MORTGAGEE)

STATE OF UTAH } ss.

COUNTY OF SALT LAKE }

\_\_\_\_\_ A. I. Paul \_\_\_\_\_

being first duly sworn, deposes and says:

That he is Asst. Secy. & Asst. Treas. \_\_\_\_\_ 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.

A. I. PAUL

Subscribed and sworn to before me this 11 day of August, 1935

My commission expires \_\_\_\_\_ ETHELYN B. SARGENT

Notary Public in and for the County of Salt Lake

State of Utah Residing at Salt Lake City

May 1, 1936 (SEAL)

(ACKNOWLEDGMENT—CO-PARTNERSHIP)

STATE OF NEVADA }  
COUNTY OF ELKO } ss.

On this 13th day of August, A. D. 1934, personally appeared before me Delpha M. Jewell, a notary public in and for Elko County, J.A.McBride, A.G.McBride, Alex Heguy and Therese I. McBride, by J.A.McBride, Atty. in Fact., 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 SMITH CREEK LIVESTOCK COMPANY, 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 Elko, the day and year hereinabove first written.

My commission expires June 18, 1935. (SEAL)  
Notary Public in and for the County of Elko  
State of Nevada Residing at Elko

(AFFIDAVIT—CO-PARTNERSHIP)

STATE OF NEVADA }  
COUNTY OF ELKO } ss. J. A. McBride, A. G. McBride, Alex Heguy, and  
Therese I. McBride by J.A.McBride, Atty. in Fact, being first duly sworn, deposes and says that they are  
one of the co-partnership SMITH CREEK LIVESTOCK COMPANY, a co-partnership, 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.

J. A. McBRIDE, A. G. McBRIDE, ALEX HEGUY THERESE I. McBRIDE  
By J. A. McBRIDE, Attorney in Fact  
Subscribed and sworn to before me this 13th day of August, 1934.

My commission expires June 18, 1935. (SEAL)  
Notary Public in and for the County of Elko  
State of Nevada Residing at Elko

(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 .....

The within chattel mortgage was filed for  
record in my office as a chattel mortgage on  
the 31st day of May, 1935,  
filing No. 21064 at 45 minutes  
past 3 o'clock P. M.

County Recorder.

(SEAL)

County

State of .....

I hereby certify that this is a  
true and correct copy of the  
certain Chattel Mortgage dated  
August 22, 1934 wherein SMITH  
BANK LIVINGSTON COMPANY, a cor-  
poration, is Mortgagor, and  
REGIONAL AGRICULTURAL CREDIT  
CORPORATION OF SALT LAKE CITY,  
UTAH, is Mortgagee; that I have  
carefully compared the original  
mortgage with this copy.

WITNESS my hand and seal this  
28th day of May, 1935.

*Anna H. Lusk*  
NOTARY PUBLIC in and for the  
County of Alameda, State of  
California

*My Commission Expires May 7, 1939*

A.M. and received filing number 21064

Wm. RIGSBY

Recorder.

(SEAL)

Deputy.

STATE OF NEVADA     )  
                          ) ss.  
COUNTY OF EUREKA    )

(C O P Y)

This is to certify that a duplicate original of that  
certain chattel mortgage for \$36000.00, dated 8/11 , 1934,  
executed by Smithcreek Livestock Company

as Mortgagor  
to  
REGIONAL AGRICULTURAL CREDIT CORPORATION  
of Salt Lake City, Utah  
as Mortgagee

was filed for record as Filing No. 20041, at 30 minutes past  
4 o'clock P.m., on the 16th day of August, 1934, as  
a chattel mortgage in the records of Eureka County, State of  
Nevada.

PETER MERIALDO  
County Recorder

By \_\_\_\_\_  
Deputy

(SEAL)

(C O P Y)

STATE OF Nevada        )  
                              ) ss.  
COUNTY OF White Pine    )

This is to certify that a duplicate original of that  
certain chattel mortgage for \$36,000.00 dated Aug. 11, 1934,  
executed by Smith Creek Livestock Company

As Mortgagor  
to  
REGIONAL AGRICULTURAL CREDIT CORPORATION  
of Salt Lake City, Utah  
as Mortgagee

was filed for record as Filing No. 53531, at 5 minutes past  
9 o'clock am., on the 18th day of August, 1934, as  
a chattel mortgage in the records of White Pine County, State of  
Nevada.

J. O. McKERNAN  
County Recorder

By \_\_\_\_\_  
Deputy

(SEAL)

STATE OF NEVADA    )  
                          ) ss.  
COUNTY OF NYE     )

(C O P Y)

This is to certify that a duplicate original of that certain chattel mortgage for \$36,000.00, dated Aug. 11, 1934, executed by Smith Creek Livestock Co.

As Mortgagor  
to  
REGIONAL AGRICULTURAL CREDIT CORPORATION  
of Salt Lake City, Utah  
as Mortgagee

was filed for record as Filing No. 30216, at 30 minutes past 11 o'clock am., on the 17th. day of August, 1934, as a chattel mortgage in the records of Nye County, State of Nevada.

LIDA GILBERT  
County Recorder

By                       
Deputy

(SEAL)