

MORTGAGE

THIS MORTGAGE, made this 6th day of July, A.D. 1972, by Harold V. Thompson and Elizabeth L. Thompson, husband and wife, mortgagors, to Robert B. Stuart and Joan E. Stuart, husband and wife, mortgagees,

WITNESSETH: That the mortgagors do hereby mortgage to the mortgagee all of their right, title and interest in and to that certain real property situate in the City of Caliente, County of Lincoln, State of Nevada, particularly described as follows:

All of Lot numbered Seven (7) in Block numbered One (1) in the said City of Caliente, as said lot and block are delineated on the official plat of said City, now on file in the office of the County Recorder of said Lincoln County, and to which plat and the records thereof reference is hereby made for further particular description.

Together with any and all improvements and buildings situate thereon and the contents therein.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues and profits thereof.

THIS MORTGAGE is made to secure the payment of one promissory note, of even date herewith, in the words and figures following, to-wit:

\$7,500.00

FOR VALUE RECEIVED, I, WE, OR EITHER OF US PROMISE TO PAY TO THE ORDER OF Robert B. Stuart and Joan E. Stuart, husband and wife, the principal sum of Seventy-five hundred dollars, with interest thereon from the date hereof until paid at the rate of 6% per cent per annum, with principal and interest payable only in lawful money of the United States of America.

It is understood and agreed, however, that installments of \$75.00, shall be paid on the principal of this note and interest, the first of said installments to be paid on the 25th day of August, 1972, and installments of \$75.00 shall be paid on the 25th day of each month thereafter until paid, but not to exceed 10 years from the date hereof. Each of said monthly installments to be applied first on the interest and the balance to be applied on the principal of this note.

In case default be made in the payment of any of said installments of principal or interest at the time and in the manner aforesaid, then such installments or payments, installments or payments, so in default, shall be added to and become a part of the principal sum, and from the date when each installment should have been paid until it is paid, it shall bear the same rate of interest as the principal debt, being a part thereof, and at any time during such default, the entire unpaid balance of said principal sum, shall at the option of the holder of this note, and not otherwise, become due and payable, and notice of the exercise of such option is hereby expressly waived.

If this note be collected by an attorney, either with or without suit, the undersigned agree to pay ten per cent additional as attorney's fees.

The makers, guarantors, and endorsers hereby severally waive presentment for payment, notice of dishonor, protest and notice of protest and of non-payment of this note, and all defenses on the ground of any extension of the time of payment that may be given by the holder to them or any of them; and also agree that further payments of principal or interest in renewals thereof shall not release them as makers, guarantors, or endorsers.

ADDRESS Caliente, Nevada

Harold V. Thompson
Elizabeth L. Thompson

ALSO, to secure the payment to the mortgagees of all money expended by them under the provisions of this mortgage hereinafter contained, together with interest thereon as hereinafter provided; ALSO, if suit be commenced to foreclose this mortgage, to secure the payment of a reasonable counsel fee to be fixed by the court, the expense of the examination of the title to said property, and the costs and expenses of suit; and ALSO to secure the performance of all the covenants and agreements of this mortgage.

The mortgagors hereby agree to keep insured against loss by fire in some reliable insurance company all of the buildings now on or which shall hereafter be erected on said property, with loss payable to the mortgagees, as their interest may appear; and also to pay when due, all taxes, assessments, and other encumbrances whatsoever, which now are, or may be, or may hereafter appear to be liens on said property, or any part thereof. If the mortgagors shall fail so to do, the mortgagees may, without notice to the mortgagees effect such insurance and pay such taxes, assessments, and encumbrances, and in such event, the mortgagees may expend such sums therefor as he shall deem necessary and shall be the sole judge of the legality thereof.

The mortgagors further agree to pay to the mortgagees the principal sum of said promissory note, and the interest thereof, according to the terms thereof, and also, on demand, the amounts of all sums of money which said mortgagees shall have paid by reason of the provisions, or any of them, hereinbefore contained, together with interest on each of said amounts from the time of the payment thereof by said mortgagees until paid, at the rate of six per cent per annum.

In case default be made in the payment of the principal sum of said promissory note or the interest that may grow due thereon, or any part of said principal or interest according to the terms of said note, or in the payment of any other moneys herein agreed or provided to be paid by the mortgagors, or interest thereon, or in the performance of any of the covenants or agreements herein contained, then the mortgagees may consider the entire indebtedness secured by this mortgage as immediately due, and the mortgagees may thereupon, in at any time during such default, institute legal proceedings for the foreclosure of this mortgage and the sale of said property, and out of the net proceeds of such sale shall receive all indebtedness hereby secured, with counsel fee and costs.

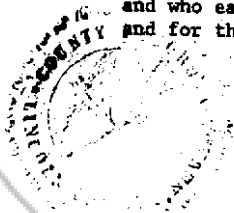
IN WITNESS WHEREOF, the mortgagors have hereunto set their hands the day and year first above written.

Harold V. Thompson
Harold V. Thompson

Elizabeth L. Thompson
Elizabeth L. Thompson

STATE OF NEVADA)
)ss.
COUNTY OF LINCOLN)

On this 6th day of July, A.D. 1972, before me, the County Recorder in and for said County and State, personally appeared the within named Harold V. Thompson and Elizabeth L. Thompson, husband and wife, who are personally known to me to the same persons described in and who executed the foregoing instrument and who each acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.



Dominick Belingheri
Dominick Belingheri
Lincoln County Recorder

No. 51756
FILED AND RECORDED AT REQUEST OF
Harold V. Thompson
July 6, 1972
AT 30 MINUTES PAST 9 O'CLOCK
A.M. IN BOOK "4" OF OFFICIAL
RECORDS, PAGE 439 LINCOLN
COUNTY, NEVADA.

Dominick Belingheri
COUNTY RECORDER

Ed. JB