

When Recorded Mail To:

Cedar City Savings & Loan Association
Parks Office Building
Cedar City, Utah 84720
Attn: Floyd Pickering

MORTGAGE

THIS INDENTURE, executed the 24th day of February, 1973, by and between George E. Banks and Loretta M. Banks, his wife, MORTGAGORS, and CEDAR CITY SAVINGS & LOAN ASSOCIATION, a Utah corporation, MORTGAGEE,

WITNESSETH: That said Mortgagors, for a valuable consideration and particularly in consideration of a loan made to them by the Mortgagee, represented by a promissory note, the receipt of which is hereby acknowledged, do by these presents mortgage unto the said CEDAR CITY SAVINGS & LOAN ASSOCIATION, those certain premises situated in Lincoln County, State of Nevada, and more particularly described as follows:

All that real property situate in the County of Lincoln, State Of Nevada, described as follows: Lot numbered ten (10) in Rowan Subdivision to the City of Caliente, County of Lincoln, State of Nevada.

EXCEPTING AND RESERVING all minerals and mineral rights of every kind and character now known to exist or hereafter discovered, including with limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore or, remove and dispose of said minerals by any means or methods suitable to the grantor, its successors and assigns, but without entering upon or using the surface of said lands hereby conveyed, and in such manner as not to damage the surface of said lands or to interfere with the use thereof by the grantee, its successors and assigns as reserved in the Deed from Union Pacific Railroad Company, recorded June 20, 1951 in Book "J-1" Real Estate Deeds, page 121.

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together with all water rights, rights, privileges and improvements thereunto belonging or in anywise appertaining, and all rents, issues and profits thereof (provided, however, that the mortgagors shall be entitled to collect and retain the said rents, issues and profits until default hereunder), and all fixtures now or hereafter attached to or used in connection with the premises herein described.

This mortgage is given to secure the payment of a certain promissory note bearing even date herewith in the principal sum of \$ 4,116.00, signed by the Mortgagors in favor of the Mortgagee, and payable at the times and in the manner and with the rate of interest therein provided.

The said Mortgagors specifically covenant and agree with the Mortgagee and assigns as follows: To promptly pay said installments and interest according to said promissory note and to pay all taxes and assessments upon said premises before delinquency and file the receipt for the same with said Mortgagee.

To keep the improvements on said premises constantly insured, with such insurance companies as the Mortgagee shall approve and in a sum which the Mortgagee or its assigns shall fix (until further notice such insurance shall be fixed at a sum not less than the face amount of this mortgage), the policy or policies to be delivered to and to be made payable to CEDAR CITY SAVINGS & LOAN ASSOCIATION, its successors or assigns who are empowered to collect the said insurance in case of loss and who may, at its option, apply the amounts thus collected on the repair or reproduction of the subject of the insurance or may apply the amount thus collected on the indebtedness hereby secured.

All taxes, assessments, insurance premiums above referred to, paid by the Mortgagee or its assigns with respect to said mortgaged premises (it being hereby specifically agreed that in the event the Mortgagors shall fail to pay or if the Mortgagee shall elect to pay and notice of such election is hereby expressly waived by the Mortgagors, any insurance premiums, taxes, assessments above referred to, then the Mortgagee or its assigns may pay the same or any part thereof and such payment or payments shall stand secured by this mortgage and draw interest at the rate of 10 per cent per annum from the date of payment by said Mortgagee or its assigns, until paid), may be enforced and recovered under the terms of this mortgage.

Upon a default in the payment of any indebtedness hereby secured or in the performance of any of the terms or conditions hereof, the Mortgagee may declare the entire indebtedness due and foreclose this mortgage, and may enter upon the property, collect all rents, income, and profits thereof.

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Lincoln County

If suit is brought to enforce the collection of the debt secured hereby, the court may appoint a receiver of the mortgaged premises pending foreclosure and redemption.

Mortgagors will pay all costs, and expenses, including reasonable attorney's fees, reasonably incurred by the Mortgagee, because of the failure on the part of the Mortgagors to perform their obligations under said promissory note and this mortgage, or either.

WITNESS the hands of said Mortgagors this 24th day of February 19 73.

WITNESS

George E. Banks
Loretta M. Banks

STATE OF UTAH }
COUNTY OF IRON } SS

On the 24th day of February, 19 73, personally appeared before me

George E. Banks and Loretta M. Banks, his wife

the signers of the above instrument, who duly acknowledged to me that they executed the same.

Floyd H. Hering
Notary Public, residing at
Cedar City, Utah

My Commission Expires:

February 2, 1975

No. 52817
FILED AND RECORDED AT REQUEST OF
First American Title Co. of Nev.

April 30, 1973

AT 1 MINUTES PAST 9 O'CLOCK
A.M. IN BOOK 7 OF OFFICIAL
RECORDS, PAGE 225-226 LINCOLN
COUNTY, NEVADA.

[Signature]
COUNTY RECORDER