

# Mortgage

MAX E. CARTER and DOROTHY CARTER, his wife

Mortgagor, of CALIENTE, State of NEVADA

for a valuable consideration, and particularly to secure the loan represented by the note hereinafter mentioned, the receipt whereof is acknowledged, hereby mortgages to STATE BANK OF SOUTHERN UTAH

Mortgagee, all those premises in the County of LINCOLN, State of NEVADA, more particularly described as follows, to-wit:

Parcel 1: Beginning at a point at the intersection of South Spring Street and Clover Street, which point is South 41°54' East, 10.40 feet from a point on the south curb line of Clover Street, which point is South 37°03' West, 3062.60 feet from the section corner common to Section 7, 8, 17 and 18, TS 4 S., R 67 E., MDB&M., thence running South 6°47' E., 84.21 feet, thence running South 58°17' West, 45.15 feet, thence Northerly 90 feet to the South side of Clover Street, thence North 58°17' East along the south side of Clover Street a distance of 87 feet to the place of beginning.

Together with all and singular the tenements, hereditaments, appurtenances, easements and rights of way thereunto belonging or which may be hereafter acquired and used or enjoyed with said land.

Together also with all water and water rights belonging to or used upon or in connection with the said premises, however represented, and particularly all shares of stock in any company representing any such water or water rights.

Together also with the crops, rents, issues, profits and income from said premises with the right at any time after default or maturity to collect the same, and, to enforce this provision, the Mortgagee or holder shall be entitled to the appointment of a receiver.

Together also with the tools, appliances, equipment, heating, plumbing and lighting facilities, machinery, supplies, fixtures and all personal property belonging to the mortgagors upon or within said premises used or proper or necessary to constitute the said premises a habitable, usable or operating unit—all said property being designated and deemed for the purpose of this instrument a part of the realty.

**This mortgage is given**

FIRST: To secure an indebtedness in the principal sum of SIXTY FIVE THOUSAND AND NO/100 Dollars, evidenced by promissory note dated June 16, 1976 made by the mortgagor to the mortgagee and payable at the times and place and in the manner with the rate of interest therein set forth: Equal successive monthly installments of \$882.00, including principal and interest, beginning August 16, 1976, with the final installment due and payable 10 years from the date of the Note.

SECOND: To secure payment of any and all extensions or renewals, and successive extensions or renewals of the notes above described or of the indebtedness represented by the same and of any other indebtedness secured by this mortgage, no matter how represented, and of the interest on all of the same, all of which extensions or renewals shall be optional with the mortgagee.

THIRD: To secure the payment of all other moneys hereinafter agreed to be paid by the said mortgagor or which it is agreed the mortgagor may pay or expend for the protection of its lien hereby created, with interest thereon.

The Mortgagor covenants with and in favor of the Mortgagee and the lawful holder of this mortgage as follows:

FIRST: That the word "mortgagor" and the language of this instrument, shall, where there is more than one mortgagor, be construed as plural and binding on all mortgagors; and the word "mortgagee" shall be construed as including any lawful holder hereof, and both the words "mortgagor" and "mortgagee" shall be construed as including the heirs, executors, administrators and assigns of each, as the case may be.

SECOND: That the mortgagee is lawfully seized in fee simple of said premises and has the legal right to mortgage the same that said premises are free from all encumbrances, and that the mortgagor will warrant and defend the title against all claims.

THIRD: That the Mortgagors will not do or permit to be done upon or with said premises or the title thereto anything that may impair the security under this mortgage.

FOURTH: That said premises and the improvements thereon will at all times be preserved in substantial repair and in good order and condition.

FIFTH: That said premises will at all times be kept insured and devoted to a beneficial use.

SIXTH: To procure and, during the term of this mortgage and until all indebtedness thereunder is fully paid, to maintain fire insurance covering all improvements upon said premises in a sum not less than Dollars in a company designated or approved by the Mortgagee, with loss, if any, payable to the Mortgagee as its interest may appear, and to deposit with the Mortgagee the policy and all renewals or substitutions thereof and all premium receipts. That the Mortgagors shall not be obligated to procure or maintain or be responsible for the sufficiency of any insurance.

SEVENTH: To pay promptly all insurance premiums and all taxes, assessments, charges, fees, encumbrances, mechanic's liens, water rates and assessments and all other liens which may arise against said premises and (or) on this mortgage and (or) on the debt secured thereby, whether levied directly on said debt or mortgage or against the holder and owner thereof.

EIGHTH: To pay the cost of preparing and extending the abstract of title to said premises whenever that becomes necessary or proper, and to file the release of this mortgage when the indebtedness secured hereby shall be paid, and to pay all charges, costs and expenses, including a reasonable attorney's fee, for the collection of the indebtedness secured by this mortgage, and for enforcing or foreclosing this mortgage, or any covenant herein contained, or for any step or proceeding that may become necessary in protecting the title to said premises or the lien and security created by this mortgage.

NINTH: Should the mortgagor fail to pay or discharge any of the said insurance premiums, or any of said liens, taxes, assessments or other charges as are or may become a charge or encumbrance against said lands, ditch, water or water rights or capital stock as herein mortgaged, then the mortgagee may, at its discretion, at its option, pay said amount or amounts, and when so paid the same shall be due at once and shall draw interest from the date of such payment or payments, respectively, at the rate of ten per cent per annum.

Lincoln County

TENTH: Should the mortgagor fail or refuse to make payment of said amount or amounts so paid by the mortgagee upon demand therefor, or should the mortgagor fail or refuse to make any payment of interest or principal, or any part thereof, upon the notes herein referred to according to the terms thereof...

ELEVENTH: To pay promptly any deficiency that may remain after exhausting the security, and that a judgment for any such deficiency may be entered. TWELFTH: The holder of this mortgage may, at any time, either before or after maturity, at its option, and without concurrence therein by the mortgagor...

THIRTEENTH: The mortgagor agrees that in the event of the passage after the date of this mortgage of any law of the State of Utah deducting from the value of property for the purpose of taxation, any lien thereon, or changing in any way the laws now in force for the taxation of mortgages or debts secured thereon...

FOURTEENTH: If any provision of the mortgage shall be held void, the same shall not affect any other provision hereof.

IN WITNESS WHEREOF the Mortgagor has hereunto set his hand this 16th day of June, 1976

STATE OF UTAH COUNTY OF Iron

On this 16th day of June, 1976, personally appeared before me Max E. Carter and Dorothy Carter, personally known to me to be the signers

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

My Commission expires March 24, 1979 Building in Reno City, Nev.

Notary Public - Residing at Cedar City, Utah

My commission expires the 19th day of March, 1979 Building in Reno City, Nev.

No. 58214

Mortgage

TO

A. D. 19

Recorded at the request of

Max Carter

June 18, A. D. 1976

at 30 minutes past 2 o'clock P.M.

in Book 17 of Official Records of Mortgages

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Recorder Lincoln County Nevada

By Deputy.