Assessor's Parcel No. 00405111

LINCOLN COUNTY, NV

Rec:\$35.00 Total:\$35.00 2019-157003 09/16/2019 01:51 PM

MERCHANTS BONDING COMPANY

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OFFICIAL RECORD AMY ELMER, RECORDER

## WHEN RECORDED RETURN TO:

Merchants Bonding Company (Mutual) P.O. Box 14498 Des Moines, Iowa 50306-3498

## **COLLATERAL MORTGAGE**

WHEREAS, Nicholas W. Pearson & Amber L. Pearson

. hereinafter

referred to as Mortgagors, are now or will be principal, or have agreed or will agree to indemnify the Mortgagee as surety on any and all bonds;

WHEREAS, Merchants Bonding Company (Mutual) hereinafter referred to as Mortgagee, is now or will be the surety for the principal on the bonds above described;

NOW THEREFORE, as part of the consideration for the Mortgagee becoming surety on said bonds and on any other bonds as to which Mortgagors may be either the principal or an indemnitor, and the Mortgagee is the surety, whether presently in force or to be executed in the future, the Mortgagors, do hereby convey unto the Mortgagee the following described real estate to wit:

## SEE EXHIBIT "A," attached hereto and incorporated herein.

The Mortgagors do hereby covenant with the said Mortgagee and its successors in interest, that said Mortgagors hold said real estate by title in fee simple; that they have good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except mortgages and other contract liens of record, if any, and said Mortgagors covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the above described property.

This conveyance is given as collateral security to secure the Mortgagee for any and all sums which are now or may in the future be due to the Mortgagee from the Mortgagors by reason of the fact that Mortgagee has executed or may in the future execute certain bonds as surety in which the Mortgagors are or will be either the principal, or have agreed or will agree to indemnify the Mortgagee as surety, including but not limited to the bonds specifically described in this instrument, and specifically including any bonds to be executed by it as surety in the future, wherein Mortgagors are either the principals on the bond or have agreed to indemnify the

Mortgagee as the surety on the bond. It is understood that this instrument secures all sums due or which may become due to Mortgagee pursuant to the terms of all applications, indemnity agreements and other instruments now executed or which may be executed in the future by the Mortgagors in connection with any such bonds, and also all sums due or which may become due to the Mortgagee from the Mortgagors by operation of law, statutory or otherwise, in connection with any such bonds. A copy of the General Application And Agreement of Indemnity – Contractors Form, which sets forth these rights, is attached hereto as Exhibit "B."

This conveyance shall be in addition to any other security which the Mortgagee now has or may in the future require from the Mortgagors, and is not intended to in any manner limit any other or additional rights and remedies that Mortgagee now has or may have in the future against the Mortgagors, and in the event the Mortgagors fail to pay any indebtedness which this mortgage secures promptly when due, then the Mortgagee may without demand or notice, proceed to foreclose this mortgage or take any other action it deems proper at law or equity to enforce the terms hereof.

Mortgagors agree to pay all taxes and special assessments against the real estate herein conveyed before the same become delinquent, and if not so paid, Mortgagee may at its option pay the same, and all such payments with interest thereon at the highest legal rate from time of payment, shall be a lien against said premises.

In case of any action, or in any proceedings in any court, to collect any sums payable or secured by this mortgage, or to protect the lien or title herein of the Mortgagee, or in any other case permitted by law in which attorney fees may be collected from Mortgagors, or charged upon the above described property, they agree to pay reasonable attorney fees.

In the event of any default herein by Mortgagors, Mortgagee may, at the expense of Mortgagors, procure an abstract of title, or continuation thereof, for said premises, and charge and add to the mortgage debt the cost of such abstract or continuation with interest upon such expense at the highest legal rate.

At any time after the commencement of an action in foreclosure, or during the period of redemption, the court having jurisdiction of the case shall, at the request of the Mortgagee, appoint a receiver to take immediate possession of said property, and of the rents and profits accruing therefrom, and to rent or cultivate the same as he may deem best for the interest of all parties concerned, and shall be liable to account to said Mortgagors only for the net profits, after application of rents, issues and profits upon the costs and expenses of the receivership and foreclosure and the indebtedness, charges and expenses hereby secured and herein mentioned. And it is hereby agreed, that after any default in the payment of either principal or interest, such sums in default secured by this mortgage shall draw interest at the highest legal rate.

This mortgage shall remain in full force and effect so long as any indebtedness which it secures, whether liquidated or unliquidated, or whether certain or contingent, remains unsatisfied.

Unless otherwise expressly stated, the word "Mortgagors" as used herein, includes heirs, executors, administrators, assigns and successors in interest of such "Mortgagors"; the word "Mortgagee" as used herein, unless otherwise expressly stated, includes the heirs, executors, administrators, assigns and successors in interest of such "Mortgagee." All words referring to "Mortgagors" or "Mortgagee" shall be construed to be of the appropriate gender and number, according to the context. This construction shall include the acknowledgement hereof.

Wherever this instrument refers to bonds presently executed or to be executed in the future by the Mortgagee as surety for the Mortgagors, it shall be deemed to include all renewals and modifications (including increases or decreases in amounts) of presently existing bonds or bonds to be executed in the future.

The address of the Mortgagee is P.O. Box 14498, Des Moines, Iowa 50306-3498  The address of the Mortgagors is 90 Stewart Street Alamo, NV
DATED this <u>Ho</u> day of <u>August</u> , <u>2019</u> .
Mortgagor Nicholas W. Pearson
Amber Learson
Mortgagor Amber L. Pearson
STATE OF Nevada )  County of Incom )
On this 24 day of August, 2019, before me, the undersigned, a Notary
Public in and for said County, in said State, personally appeared Micholos & Pearson
instrument, and acknowledged that he/she executed the same as his/her voluntary act and deed.
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(seal) Notary Public: Sommers
ROBIN E. SIMMERS  Notary Public, State of Nevada  Appointment No. 02-78907-11

My Appt. Expires November 6, 2022

## Exhibit "A"

Created from split of Parcel # 004-051-02

Primary new parcel is Parcel # 005-051-09

Parcel 3 of the Nicholas W & Amber L Pearson

Parcel MAP Recorded DOC # 2018-155012 Date 7/25/18

Lot 5, Block 7S, Range 61E, Acres 1.914



