

Rothschild and Company)
to)
Alma Woods.)

(I.R.\$.06 Stamp Cancelled)

For Value Received Miss Alma Woods Hereinafter sometimes called the first party, of Eureka, County of Eureka and State of Nevada, promise to pay to Rothschild and Company, (a corporation) of Cook County, Illinois, or order Two Hundred fifty Dollars, with exchange, at the office of said Rothschild and Company, No. 341 South State Street, Chicago, Illinois, payable in equal installments,

of six dollars each, the first installment to be payable on the 27th day of Sept. A.D. 1919, and a like installment to be payable on or before the last day of each and every month thereafter until said full amount is paid. In case default be made in the payment of any installment or installments thereof, or any part of any installment, or in case said Rothschild and Company, its agents, successors, or assigns, deems itself or themselves or the property hereinafter described or any part thereof, or said indebtedness or any part thereof, or any installment or installments thereof or any part of any installment thereof, insecure or unsafe, at any time whether before or after the maturity of said indebtedness or any installment or installments thereof, the holder of this instrument shall have the right at said holder's option, to declare all the remaining installments and parts thereof then remaining unpaid, at once due and payable, without demand or notice to said first party.

The considerations for the aforesaid promise to pay the amount hereinabove specified to be paid, is the agreement of said Rothschild and Company to sell and deliver to said first party, the following described property, to-wit; One Meister Piano Style A-92 Oak Case, Stool and Scarf. Subscribers reserve the right of a thirty day trial shipment to be sent freight prepaid. the use of which is temporarily let by said Rothschild and Company to said first party upon the following terms, provisions, and conditions, which said first party expressly agrees to be bound by and to perform; said first party agrees that the aforesaid property is and shall remain the property of said Rothschild and Company until each and all of the aforesaid installments and any and all judgments rendered upon said indebtedness or any part thereof shall have been paid in full, that said first party will keep said property at the residence of first party and will not remove, sell, encumber, mortgage, pledge, hire, rent, or dispose of, or attempt, or cause or permit any person or persons, to remove, sell, encumber, mortgage, pledge, hire, rent or dispose of said property or any part thereof, without the written consent of said Rothschild and Company, its successors, or assigns, first had and obtained; that said first party will not cause, permit, or suffer, the levy of any attachment, execution, distraint or other writ, upon said property or any part thereof; nor any liens or lien, either by operation of law or otherwise, to attach thereto or to any part thereof, and will, at all times, keep said property, and all parts thereof, clear and free from any and all such levies and liens; that said first party will, at all times, well preserve and carefully use and keep all said property; that said first party will, at all times, insure and keep fully insured all said property in the name of and for the benefit of, said Rothschild and Company, and this agreement shall operate as an assignment to said Rothschild and Company of all moneys becoming due to said first party by reason of any insurance on any and all property, which may at any time be, or have been, or become, located in the same building as any or all of the property hereinafter described, to the extent of all moneys, whether matured or otherwise, unpaid under this contract at the time of such loss or damage to said property or any part thereof, and if said first party fails so to insure said property, said Rothschild and company may, but shall be under no obligation to insure the same at the expense of said first party and all premiums paid or contracted to be paid by Rothschild and Company shall be added to and become part of and payable with the next installment of said purchase money by said first party; and in case said first party makes default in the full and complete performance of all and any of the aforesaid covenants and agreements, or any of the other covenants and agreements, contained in this contract on the part of said first party to be performed, or in case said first party makes default in the prompt payment of any or all of said installments or sums of money when due, whether by election or otherwise, at the time or times or in the place, or in the manner herein specified or in the payment of any judgments rendered therefor or for part thereof or in case said Rothschild and Company, its agents, successors, or assigns, deems itself or themselves of said property or any part thereof, or said indebtedness, or any part thereof, or any installment or installments thereof, or any part of any installment, inse-

cure or unsafe at any time whether before or after maturity of said indebtedness or any installment or installments thereof, then all installments and parts thereof then remaining unpaid on this contract, shall at the option of said Rothschild and Company, its successors, or assigns, immediately become due and payable without any notice or demand, and said first party shall on demand of said Rothschild and Company, its agents, successors or assigns deliver said property to it or them in like good condition as when received and said Rothschild and Company, its agents, successors or assigns, shall have the right, at its or their option, with or without previous notice or demand, and with or without process of law, as said Rothschild and Company, its agents, successors, or assigns may deem fit or proper and without being deemed guilty of any trespass or tort, to enter upon any premises occupied by said first party or any premises where said property or any part thereof may be or be supposed to be and search for said property or any part thereof on and in the and through any such premises and take possession of and remove said property, or any part thereof, with or without any previous notice or demand, and with or without process of law, using such force as said Rothschild and Company, its agents, successors, or assigns may deem necessary or proper to enter, take possession of and remove the same; and in case said Rothschild and Company, its agents, successors, or assigns, shall retake possession of said property, or any part thereof, then said Rothschild and Company, its successors and assigns may at its or their option keep said property and all payments thereto fore made by said party may be retained by said Rothschild and Company, its successors and assigns may at its or their option keep said property and all payments thereto fore made by said first party may be retained by said Rothschild and Company, its successors, or assigns for the use and hire of said property and depreciation in value thereof and as liquidated damages for the non-fulfillment of this agreement by said first party, and said first party will in addition pay to said Rothschild and Company its successors or assigns all expenses incurred by it or them in entering, searching for and taking possession of and removing said property or any part thereof, and in such event said Rothschild and Company may cancel said contract; or said Rothschild and Company, its agents, successors or assigns may, at its or their option, enforce the payment of each or any or all said installments or any part thereof and sell said property or any part thereof at public or private sale with or without having possession of said property present at said sale and with or without notice to said first party (it being expressly agreed that said Rothschild and Company, its successors or assigns may if it or they deem fit bid for, and purchase any or all of said property at any such sale first to the payment of all its or their reasonable costs, charges, and expenses for taking possession of, removing, and selling said property and thereafter to the payment of any unpaid indebtedness, with interest thereon, rendering the overplus, if any, to said first party and charging the deficiency, if any, to said first party which deficiency said first party agrees to pay promptly on demand. The title of said Rothschild and Company, its successors or assigns to said property and every part thereof and its or their right to retake possession thereof shall in no wise be deemed to be or have been relinquished or waived by the commencement of any suit or the obtaining of judgment for any or all of the sums of money hereinafore stipulated to be paid by said first party to said Rothschild and Company, or by the levy of any execution issued on any such judgment upon any property of said first party or by the receipt by the said Rothschild and Company, its successors or assigns, of any collateral security for the sums of money herein stipulated to be paid by said first party or any portion thereof or by the extension of the time or times of payment of any of said sums of money by said Rothschild and Company, its successors or assigns, or by any forbearance on the part of said Rothschild and Company, its successors or assigns, to enforce the payment of any or all said sums of money at the time or times or at the place or in the manner the same respectively becomes due; and the waiver by said Rothschild and Company, its agents, successors, or assigns, of any of the terms of this agreement or any particular occasion, shall not be deemed or held to be a waiver by it, or them of the same term or of any of the other

terms of said agreement on any subsequent occasion.

This agreement shall not be binding on said Rothschild and Company until accepted and approved by said Company. It is agreed that time is of the essence of this contract, and further that this contract is an original undertaking, no notes being taken herewith.

It is expressly understood and made a part of this contract that Rothschild and Company is not responsible for and shall not be bound by any statement, representation or agreement not hereinabove expressed.

Witness the hands of the parties hereto, this Twenty seventh day of June 27, A.D. 1919.

Read the Above Before Signing.

Alma Woods (SEAL)

Witness

Residence. Eureka, Nev.

Mabel K. Young.

Eureka, Nevada.

Accepted... Rothschild & Company.

By J.J. McGowan Agt.

Recorded at the request of Rothschild and Company September 2nd. A.D. 1919 at 35 minutes past 11----

A.M.

Edgar Eather-Recorder.