

File No. 21254.

C.W. Paul Hardware & Machinery Co.,)
to)
Harry L. Fankhanel.)

See Page 88 for Assignment

ORIGINAL.

CONTRACT OF CONDITIONAL SALE

Parties

Dealer: C.W. PAUL HARDWARE & MACHINERY COMPANY, Elko, Nevada

Purchaser: HARRY L. FANKHANEL, Beowawe, Nevada.

The Dealer agrees to sell to the Purchaser and the Purchaser agrees to buy from the Dealer the following described property on the terms and conditions hereinafter set forth:

Object of Agreement One Model "M" Allis-Chalmers Track Type Tractor Serial No. M-1157

TERMS

Purchaser acknowledges receipt of said property as above described, in good order and condition and in consideration of the receipt thereof, agrees to pay Dealer as the purchase price thereof, the sum of SIXTEEN HUNDRED FIFTY AND no/100 Dollars (\$1650.00), payable at Dealer's place of business designated at the end of this Agreement, or at such other place as Dealer may designate, in the manner following:

Cash with order	\$412.50
Cash on delivery	\$-----
Trade allowance for	\$-----
Total on delivery	\$412.50

and \$1237.50 the balance of said purchase price as follows:

\$100.00 on August 1, 1935;	\$100.00 on February 1, 1936;
\$107.50 on September 1, 1935;	\$107.50 on March 1, 1936;
\$100.00 on October 1, 1935;	\$100.00 on April 1, 1936;
\$107.50 on November 1, 1935;	\$107.50 on May 1, 1936;
\$100.00 on December 1, 1935;	\$100.00 on June 1, 1936;
\$107.50 on January 1, 1936;	\$100.00 on July 1, 1936;

Each installment shall be evidenced by promissory note, dated the date hereof, bearing interest at the rate of seven percent per annum. The taking of such notes shall not constitute payment, but merely evidence of the indebtedness of the Purchaser hereunder. Eight percent interest after maturity of each note.

It is further agreed as follows:

- (1) Title to said property shall not pass to the Purchaser until all indebtedness hereunder is fully paid in cash.
- (2) This contract may be assigned by the Dealer. No transfer, renewal, extension or assignment of this contract, or any interest thereunder, or loss, injury, or destruction of said property, shall release the Purchaser from his obligations hereunder. The Assignee shall be entitled to all rights of the Dealer.
- (3) It is the understanding of the purchaser that this contract is entered into upon the inducement of no other representation than that contained in the standard warranty of the manufacturer as set forth on the back hereof.
- (4) The Purchaser shall keep said property free of all taxes, liens, and encumbrances voluntary or involuntary; shall not use the same improperly or illegally; shall not transfer any interest in this contract or said property; shall not remove said property out of the filing district where first kept for use by Purchaser, without prior notice to Dealer. Dealer may insure said property for the protection of Purchaser and Dealer. The proceeds of any insurance, whether paid by reason of loss, injury, return premium or otherwise, shall be applied toward the replacement of the property on payment of this obligation, at the option of the Dealer.
- (5) In the event that purchaser defaults on any payment or fails to comply with any condition of this contract, or a proceeding in bankruptcy, receivership or insolvency is instituted against the Purchaser or his property or in case of misuse or abuse of said equipment, or whenever the Dealer or Assignee of this contract shall feel insecure or determine that the security herein is in any way adversely affected, all indebtedness hereunder shall be immediately due and payable

without notice, and the Dealer may take immediate possession of said property without demand (possession after default being unlawful), including any equipment or accessories thereto; and for the purpose the Dealer may enter upon the premises where said property may be and and remove the same. If the Purchaser redeems said property, he shall pay all expenses of retaking, keeping and storage. The Dealer may resell said property, so retaken, at public or private sale, without demand for performance, with or without demand for performance, with or without notice to Purchaser, (if given, notice by mail to address below being sufficient), with or without having said property at the place of sale, and upon such terms and in such manner as the Dealer may determine. The Dealer may bid at any rate public sale. From the proceeds of any sale, the Dealer shall deduct all expenses for retaking, repairing, and selling such property, including a reasonable attorney's fee. The balance thereof shall be applied to the amount due and any surplus shall be paid over to the Purchaser. In case of deficiency the Purchaser shall pay the same with interest. The Purchaser hereby waives all benefit, presentment, protest, or notice of protest and of valuation, appraisalment, and homestead or other exemption laws now or hereafter in full force and effect, including stay of execution, apprasement, condemnation and exemption as to property, real or personal.

(6) Dealer shall have the right to enforce one or more remedies hereunder, successively or concurrently and such action shall not operate to estop or prevent the Dealer from pursuing any further remedy which he may have hereunder. Any repossession, retaking, or sale of the property pursuant to the terms hereof shall not operate to release the Purchase until full payment has been made in cash. Any provision of this contract prohibited by law of any state shall as to said state be ineffective to the extent of such prohibition, without invalidating the remaining provisions of the contract.

Executed in triplicate, one copy of which was delivered to and retained by the Purchaser this 2nd day of August, 1935 at Elko in the State of Nevada

C. W. PAUL, HDWE & MCHY CO.

H. W. Castle

 Witness Signature

 Witness Signature

 Witness Signature

By C. W. Paul (L.S.)
 Dealer
 Harry L. Fankhanel (L.S.)
 Purchaser
 _____ (L.S.)
 Purchaser

WARRANTY:

(ALLIS-CHALMERS MANUFACTURING COMPANY warrants that it will repair f. o. b. its factory, or furnish without charge f. o. b. its factory, a similar part to replace any material in its machinery which within six months after the date of sale by the Dealer, is proven to the satisfaction of the Company to have been defective at the time it was sold, provided that all parts claimed defective shall be returned properly identified to the Company's factory, charges prepaid.

"This warranty is the only warranty, either express or implied, upon which said machinery is purchased. No other warranty has been made or exists either expressly or by implication, all statutory and implied warranties being hereby expressly waived and excluded from this transaction, and the Company's liability in connection with this transaction is expressly limited to the repair or replacement of defective parts, all other damages, statutory or otherwise, being hereby expressly waived.

"This warranty applies only to new and unused machinery, which after shipment from the Factory of the Company, has not been altered, changed, repaired, or treated in any manner whatsoever. No warranty of any kind, statutory, implied, or otherwise, shall apply to trade accessories, attachments, tools, or implements not manufactured by the Company, or to second-hand machinery, or to new and unused machinery, which, after shipment from the Factory of the Company, has been altered, changed, repaired, or treated in any manner whatsoever.

"No representative of the Company has authority to change this warranty or this contract in any manner whatsoever, and no attempt to repair or promise to repair or improve the machinery covered by this contract by any representative of the Company shall waive any consideration of the contract or change or extend this warranty in any manner whatsoever."

Recorded at the request of Allison Chalmers Mfg. Co. Aug. 14, A.D. 1935 At 15 minutes past 10 A.M.

Peter Merialdo---Recorder.