

KNOW ALL MEN BY THESE PRESENTS, That H. E. Lewis  
of the County of Eureka

in the State of <sup>Nevada</sup> ~~Colorado~~, hereinafter designated as party of the first part, whether one or more persons, for and in consideration of the indebtedness hereinafter mentioned in hand paid to the said party of the first part by THE C. E. STEPHENSON MOTOR CO., of the County of Arapahoe, in the State of Colorado, aforesaid, party of the second part, receipt whereof is hereby acknowledged, the said party of the first part does hereby grant, bargain, and sell unto the said party of the second part, its successors and assigns, the following personal property, goods and chattels, to-wit:

| Name of Automobile | Type of Body<br>If Truck, State Ton'ge | Year of<br>Manufacture | Serial Number | Motor Number | Number of<br>Cylinders |
|--------------------|--|------------------------|---------------|--------------|------------------------|
| Dodge              | Touring<br>Sedan                       | 1935                   | 4048392       | D2-35342     |                        |

together with all accretions, additions or accessories; now located and to be kept at

in the County of Eureka in the State of Colorado. Nevada.

TO HAVE AND TO HOLD, And every part thereof, unto the said party of the second part, its successors and assigns forever, and the party of the first part for his (her) self, his (her) heirs, executors and administrators, does hereby covenant to and with the said party of the second part, its successors and assigns, that he (she) is lawfully possessed of the said chattels as his (her) own property; that the same are free and clear from

any lien or incumbrance; that he (she) will not remove, sell, transfer, incumber, or in any manner dispose of the same, or any part thereof, or attempt to do so during the existence of the lien created hereby without the written consent of the party of the second part, or its successors or assigns, and that he (she) WILL WARRANT AND DEFEND the same against the lawful claims and demands of all persons.

PROVIDED, NEVERTHELESS, That if the said party of the first part, his (her) executors or administrators shall pay to the party of the second part, its successors and assigns, for the redemption of the above bargained goods and chattels, the sum of Seven Hundred Seventy-four and no/100 - - - - - Dollars, evidenced by one promissory note(s) of even date herewith, given by the party of the first part to the said party of the second part, or order, and described and payable as follows:

Eighteen consecutive payments of \$43.00 each, due on the 11th of each month, beginning with January 11, 1936, the last of said payments falling due June 11, 1937

and bearing interest from maturity at the rate of ten per cent per annum until paid; said interest to be paid from maturity; principal and interest being payable in accordance with Schedule of Payments on back of aforementioned note.

NOW, THEREFORE, If the party of the first part shall well and truly and promptly pay the aforesaid note(s) and interest thereon as provided therein, and each and every of them when the same shall severally become due, and shall also well and truly abide by, keep and perform each and every of the covenants and agreements as herein set forth, then these presents to be null and void, otherwise to remain in full force and effect.

AND IT IS HEREBY AGREED, That until the aforesaid indebtedness shall be fully paid, the party of the first part, his (her) heirs, executors or administrators shall pay, before delinquent, all taxes and assessments levied against said goods or chattels, and shall keep the said goods and chattels insured against loss by fire or theft for a sum not less than the amount of this indebtedness in an insurance company satisfactory to the party of the second part, or its assigns, the policy of the insurance to be assigned to, and the loss, if any, payable to the said party of the second part, its successors or assigns, as its interest may appear.

AND PROVIDED FURTHER, That until default be made in the performance of the condition aforesaid, or breach of any covenant herein, by the said party of the first part, it shall be lawful for him (her) to retain possession of said goods and chattels and to use and enjoy the same; but in case default should be made in payment of said note(s), or the interest thereon, according to the tenor and effect of said note or notes, or breach of any covenant herein, or if the said goods and chattels or any part thereof be attached or claimed by any other person or persons at any time before payment, or if the party of the first part shall sell or remove, or attempt to sell or remove, the same from their present location without the authority or permission of the said party of the second part in writing expressed, or if at any time hereafter before said indebtedness shall be fully paid, the said party of the second part, or its assigns, shall feel insecure or unsafe in this security, then it shall and may be lawful for the holder or holders thereof at its (their) option to declare said note(s) due and payable at once, anything in said note(s) to the contrary notwithstanding, and to take immediate and full possession of the whole of said goods and chattels to its (their) own use, or without notice to sell the same for the best price that can be obtained at public or private sale, or in such manner as laws may provide, applying the money arising from such sale as follows: First, all costs or expenses in any way directly or indirectly growing out of the execution of the provisions hereof, including the expense of locating, pursuing, taking, keeping, advertising, and a commission for selling said goods and chattels; second, the amount of said note(s) and all accrued interest thereon; together with a 15% attorney's fee; third, to the said first party the remainder of the proceeds of such sale, if any there be, upon reasonable request. But it shall in no case be obligatory upon any person or persons purchasing said property, or any part thereof, to see the regularity of any such sale, or to the application of the purchase money, but said sale shall at all times be fully binding upon first party both in law and equity.

AND IT IS FURTHER AGREED, That if the security herein, or any part thereof, be sold at public sale, then the party of the second part, or its assigns or legal representative, may become the purchaser thereof, the same as any other person, and further, may purchase at private sale with or without the consent of mortgagor, and further, that the term "assigns" as herein used shall be taken to include any legal or equitable holder of the said note(s) or any of them.

IN WITNESS WHEREOF, The party(ies) of the first part has (have) hereunto set his (her-their) hand(s) and seal(s) this 11th day of December, A. D. 19 35.

*H. E. Lewis* (SEAL)

..... (SEAL)

STATE OF COLORADO,

County of ..... } ss.

This Mortgage was acknowledged before me this ..... day of ....., A. D. 19....., by ..... Mortgagor.....

My commission expires ....., A. D. 19.....

State of Colorado,)
)ss.
County of Arapahoe)

Notary Public.

I, Nellie Bourg, Notary Public in and for the said Arapahoe County, in the State aforesaid, do hereby certify that H. E. Lewis, who is personally known to me to be the person whose name is subscribed to the within instrument of writing, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and official seal, this 12th day of December, A. D. 1935.

My commission expires January 31, 1939.

Nellie Bourg
Notary Public.

State of Colorado,)
)ss.
County of Arapahoe)

C. E. Stephenson of Arapahoe County, Colorado, and H. E. Lewis of Eureka County, Nevada, have each this day personally appeared before me and on their oath state that the within Chattel Mortgage, given by the said H. E. Lewis to the C. E. Stephenson Motor Co., covering 1935 Dodge Sedan and securing the payment of one certain note as described within, was executed in good faith and for purchase money and necessary expenses in connection with the financing of said purchase and for no other reason.

H. E. Lewis
C. Stephenson

Subscribed and sworn to before me, Nellie Bourg, a Notary Public, in and for Arapahoe County, Colorado, this 12th day of December, 1935.

Nellie Bourg
Notary Public.

My commission expires January 31, 1939.

Form with fields for No., CHATTEL MORTGAGE, H. E. Lewis, TO THE C. E. STEPHENSON MOTOR COMPANY, LITTLETON, COLO., File No. 21369, STATE OF COLORADO, County of Eureka, I hereby certify that this instrument was filed in my office at 3:15 o'clock P. M., Dec. 13 1935, and is duly recorded in book, page, Recorder, Deputy, Fees, \$.