

Release  
Filed 12/8/36

CHATTEL MORTGAGE

THIS INDENTURE, Made this 3rd day of February, 1936, between CONSOLIDATED FREIGHT LINES, INC., a corporation, organized under and existing by virtue of the laws of the State of Washington, with its principal place of business located in the City of Seattle, Washington, hereinafter called the "Mortgagor," and THE NATIONAL BANK OF COMMERCE OF SEATTLE, a national banking association, organized and existing under and by virtue of the laws of the United States of America, governing banks and banking, with its principal place of business located in the City of Seattle, Washington, hereinafter called the "Mortgagee."

W I T N E S S E T H:

That the said Mortgagor, for and in consideration of the sum of Twenty-five Thousand and no/100 Dollars (\$25,000.00) in hand paid, the receipt whereof is hereby acknowledged, does hereby grant, sell, convey and confirm unto the said Mortgagee, all and singular, the following described goods and chattels, to-wit:

<u>Consolidated Freight Lines Equipment No.</u>	<u>Make</u>	<u>Motor No.</u>	<u>Serial No.</u>	<u>License No.</u>	<u>Registration No.</u>
180	Fageol	HA 8956	W 2		
276	Kenworth	HA 9005	38509		
624	"	HA 9194	24015		
740	"	HA 9268	34510		
758	Fageol	HA 9364	12127		
802	"	HA 9852	12078		
<del>846</del> 408	Kenworth	HA 9828	34549		
<del>848</del> 410	"	HA 9834	34548		
790	Fageol	HA 9629	9241	D 1071	B 409511 Ore.
66	Consolidated	HA 9177	2		

together with all added and substituted parts, equipment and accessories placed upon said property during the life of this mortgage, whether because of necessity, repairs or otherwise.

And the said Mortgagor does covenant and agree with the said Mortgagee, that Mortgagor is lawfully possessed of said goods and chattels; that same are free from all incumbrances; that Mortgagor will warrant and defend the same unto Mortgagee against all lawful claims and demands, and will keep said goods and chattels insured against loss by fire, theft, embezzlement, confiscation and collision, for the full insurable value thereof in such companies as the Mortgagee may direct, and if the Mortgagee does not designate any particular company the Mortgagor shall select the insurance company, and make loss, if any, payable to and deposit the policies with the Mortgagee, if request is made by the Mortgagee for the policies. If the Mortgagor shall fail to maintain such insurance and pay the premiums therefor, or shall fail to deposit such policies with the Mortgagee, then and in that event or any such event, the Mortgagee or its assigns may, at its option without notice, provide such insurance and the cost of same shall be added to the amount unpaid hereunder and shall become immediately due and payable.

Provided however, that if the Mortgagor shall well and truly pay all costs to be paid unto the Mortgagee, its successors and assigns, the said sum secured hereby, with the interest thereon, in accordance with the terms of the Mortgagor's certain promissory note of even date herewith for the principal amount of Twenty-five Thousand Dollars (\$25,000.00) payable, with interest on the unpaid portions thereof at the rate of six per cent per annum, in installments as set forth in said note, then these presents to be void, otherwise in full force and effect.

The Mortgagor further agrees to pay when due, all charges for repairs, storage, replacement and all other charges of every nature against the mortgaged property; to pay before delinquency all taxes and public charges against said property, and in the event of mortgagor's failure so to do, the Mortgagee or assigns may, at their option, pay said

charges or taxes or public charges, and add the same to the amount unpaid hereunder and the same shall become immediately due and collectible. The Mortgagor agrees to take proper care of the mortgaged property, and not to abuse, misuse, secrete or attempt to secrete the same.

And the said Mortgagor hereby covenants and agrees that in case default be made in the payment of either principal or interest of said note, or any installment thereof, on the days respectively on which the same shall become due, or if the Mortgagor shall sell or assign, or attempt to sell or assign the said goods and chattels, or any part thereof, or any interest therein, or if any writ issued from any court, or by any Justice of the Peace, or any distress warrant shall be levied on said goods and chattels, or any part thereof, or if the Mortgagor shall fail or neglect to keep the property insured or to deposit the policies as aforesaid, or in the event Mortgagor shall fail to keep and perform promptly and in the exact manner specified, any of the other provisions of the mortgage or the note secured hereby, then in any or either of the aforesaid cases, the whole of said note, both principal and interest, shall at the option of the Mortgagee, successors or assigns, without notice of said option to anyone, become at once due and payable, anything in said note or in this mortgage to the contrary notwithstanding, and the Mortgagee shall thereupon have the right to take immediate and exclusive possession of said property and every part thereof, and for that purpose may pursue the same wherever it may be found, and may enter any of the premises of the Mortgagor with or without force or process of law, wherever the said goods and chattels may be, and search for the same, and if found, to take possession of, and remove and sell said property, or any part thereof, in any manner provided by law, and from the proceeds of such sale pay the whole amount of said note, together with costs and a reasonable amount of attorney's fees, and in the event the said proceeds are not sufficient to pay the total

sum due, the Mortgagee may take a deficiency judgment therefor. Any suit or action on the note or mortgage may, at the option of the Mortgagee, be maintained in King County, State of Washington.

No waiver of or failure to enforce any particular provision of this mortgage nor any extension of time or partial payment of any installment or amount due hereunder, before or after delinquency, shall operate to extend the time of payment of the balance of such installment or amount of any other installment, and shall not be considered as a waiver of the strict performance of this mortgage on all subsequent installments and conditions in every particular.

IN WITNESS WHEREOF, the Mortgagor has hereunto caused this instrument to be properly executed the day and year first herein written.

CONSOLIDATED FREIGHT LINES, INC.

By *Jahar Zarell* Vice President

Attest: *[Signature]* Assistant Secretary

WITNESSES:

*Evelyn Gunnick*

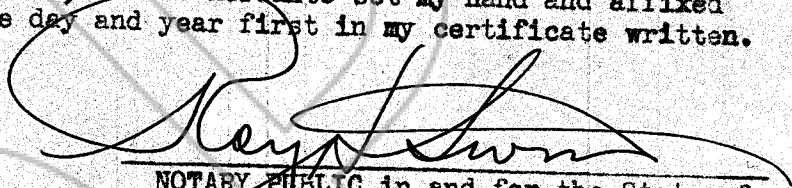
*Dorothy Dalton*



STATE OF OREGON )  
 ) SS  
COUNTY OF MULTNOMAH )

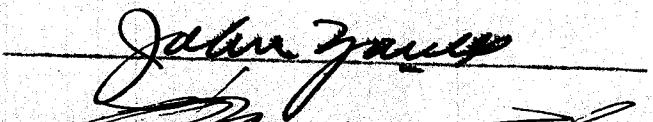
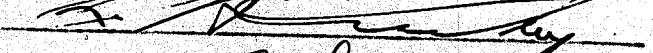
On this 3rd day of February, 1936, before me appeared ~~John and James~~ and L. F. McCROSKEY, to me personally known, who, being duly sworn, did say that they are the President and Assistant Secretary respectively, of CONSOLIDATED FREIGHT LINES, INC., a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said ~~John and James~~ and L. F. McCroskey acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this, the day and year first in my certificate written.

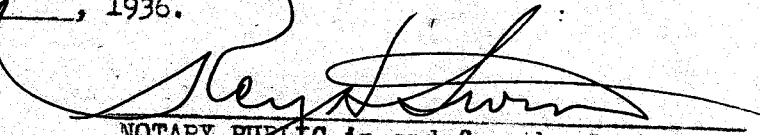
  
NOTARY PUBLIC in and for the State of Oregon, residing at Portland.  
My Commission expires on the 29 day of April, 1938.

STATE OF OREGON )  
 ) SS  
COUNTY OF MULTNOMAH )

John Youel  
~~John and James~~ and L. F. McCROSKEY, being each first duly sworn, on his oath deposes and says: That the aforesaid Mortgage is made in good faith to secure the amount named therein, and without any design to hinder, delay or defraud creditors. That each of the undersigned are duly authorized to make this affidavit for and on behalf of CONSOLIDATED FREIGHT LINES, INC.

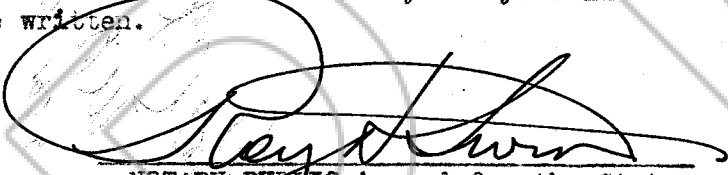
SUBSCRIBED and SWORN to before me this 3rd day of February, 1936.

  
NOTARY PUBLIC in and for the State of Oregon, residing at Portland.  
My Commission expires on the 29 day of April, 1938.

STATE OF OREGON )  
 ) SS  
COUNTY OF MULTNOMAH )

On this 3rd day of February, 1936,  
before me, the undersigned Notary Public in and for the said County  
and State, residing therein, duly commissioned and sworn, personally  
appeared ~~John F. Jones~~ and L. F. McCROSKEY, to me known to be the Vice  
President and Assistant Secretary of CONSOLIDATED FREIGHT LINES, INC.,  
the corporation that executed the within instrument, and acknowledged  
said instrument to be the free and voluntary act and deed of said  
corporation for the uses and purposes therein mentioned, and on oath  
stated that they were authorized to execute said instrument, and that  
the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal the day and year in  
this certificate first above written.

  
NOTARY PUBLIC in and for the State  
of Oregon, residing at Portland.

My Commission expires on the 29  
day of April, 1938

File No. 21410

Filed at the request of

Marley Guinness, Wilson Street

Feb. 12, 1936

at 3:30 P.M.

John Maxwell

Recorder