

# C H A T T E L   M O R T G A G E

THIS INDENTURE made this 10th day of December, 1936, between CONSO-  
LIDATED 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 Seattle, Washington, hereinafter called the Mortgagor,  
and the PEOPLES BANK AND TRUST COMPANY, a banking corporation organized under  
and existing by virtue of the laws of the State of Washington, with its princi-  
pal place of business in 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  
Seventy-five Thousand Dollars (\$75,000.00) in hand paid, the receipt whereof  
is hereby acknowledged, and in consideration of any and all future loans or ad-  
vances which may be hereafter made to the Mortgagor by the Mortgagee, does here-  
by grant, sell, convey and confirm unto the said Mortgagee all and singular the  
following described goods and chattels, to-wit:

CFL Equip- ment No.	1936 License	Year	Make	Type	Motor Number	Serial Number
8	Wn. 30509	1929	Fageol Truck	4-wheel	HA-9323	9323
12	" 30508	"	"	"	HA-9312	9354
16	Ore. D-1051	"	"	"	HA-9042	9353
18	" D-1052	"	"	"	HA-9017	9355
28	" T-52019	"	"	"	HA-8862	9207
36	" D-1055	"	"	"	HA-9093	9298
42	" D-1056	1928	"	"	HA-9324	9152
72	Wn. 24846	"	Kenworth	6-wheel	HA-9033	2200
98	Mont. T-5417	1931	Fageol	"	HA-9316	12134
130	Cal. BEN-2200	1930	"	"	HA-9084	W-3
132	" BEN-2208	"	"	"	HA-9063	W-5
134	" BEN-2207	"	"	"	HA-9109	W-4
154	Ore. D-1061	"	"	4-wheel	HA-8960	9389
158	" D-1063	"	"	"	HA-8993	9392
176	" D-1064	"	"	"	HA-8878	9416
216	" D-1066	"	"	"	HA-8957	9395
436	Wn. 24843	"	Kenworth	"	HA-9007	24031
702	Mont. T-4-638	1929	Fageol	"	HA-9318	9242
704	" T-4-639	"	"	"	HA-9317	9296
730	" T-54-16	1930	"	6-wheel	HA-9215	12107

CFL  
Equip-  
ment

No.	1936 License	Year	Make	Type	Motor Number	Serial Number
20			Fageol	4-wheel	HA-9213	9322
34			"	"	HA-9274	9299
46			"	"	HA-8914	9195
48			"	"	HA-8875	9219
52			"	"	HA-9269	9274
54			"	"	HA-9266	9319
156			"	"	HA-8780	9391
212			"	"	HA-8872	9396
826			Kenworth	"	HA-9836	24119
828			"	"	HA-9825	24120
3	Ore.	T-55150	1929	Staley Trailer	"	130
9	"	T-55151	"	"	"	120
23	"	T-55709	"	"	"	126
25	"	T-55155	"	"	"	128
27	"	T-55156	"	"	"	131
29	"	T-55157	"	"	"	136
33	"	T-55158	"	"	"	138
39	Wn.	1490	"	"	"	142
53	Ore.	T-55160	"	"	"	157
59	Wn.	1449	1930	Fageol	"	10-1
61	"	1510	"	"	6-wheel	10-2
91			1934	Consolidated	"	6
65	Cal.	BE-87416	1930	Utility	"	7127
67	"	BE-87414	"	"	"	7124
69	"	BE-87415	"	"	"	7126
71	Ore.	T-55162	"	Staley	4-wheel	194
73	Wn.	1509	"	Fageol	"	10-3
79	"	1499	"	"	6-wheel	10-4
81	"	1500	"	"	"	10-5
83	"	1501	1934	Consolidated	"	2
19				Wentwin	Trailer	F1003D
41				Trailmobile	"	F105
43				"	"	F227
75				Wentwin	"	F10010
77				"	"	F10011
157				Consolidated	"	13
159				"	"	14
161				"	"	15
163				"	"	16
165				"	"	17

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.

It is specifically understood and agreed that the tires now on the mortgaged property and future tires to be placed thereon are each and all excluded from this mortgage.

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 encumbrance; 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 Seventy-Five Thousand Dollars (\$75,000.00), payable, with interest on the unpaid portions thereof at the rate of six percent per annum, in installments as set forth in said note, and all future loans or advances to the Mortgagor by the Mortgagee and interest thereon, 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 to do so, 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 does hereby covenant and agree 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 or other indebtedness secured hereby, then in any or either of the aforesaid cases, the whole of said note and/or any other sums secured hereby, 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 notes, 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, or be supposed to 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 and/or other indebtedness secured hereby, 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, or other indebtedness secured hereby, 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 John James  
Vice President

Attest: [Signature]  
Assistant Secretary

WITNESS:

W.A. Schreiter

B.F. Pinkney

STATE OF OREGON       )  
                              ) ss.  
COUNTY OF MULTNOMAH )

John Youell 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.

John James  
[Signature]

Subscribed and sworn to before me this 10th day of December, 1936.

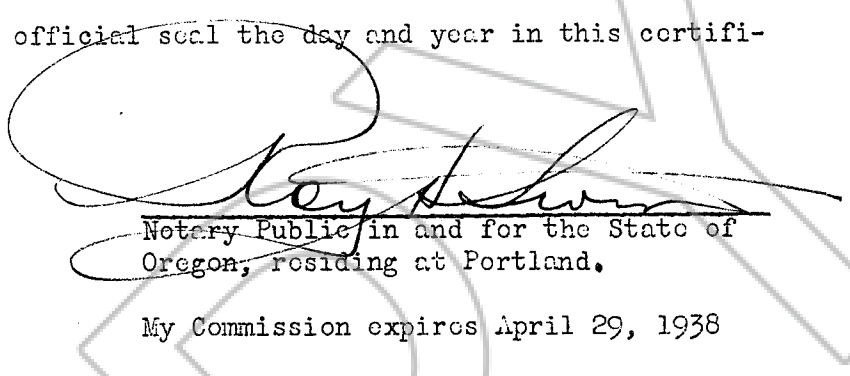
[Signature]  
Notary Public in and for the State  
of Oregon, residing at Portland.

My Commission expires April 29, 1938

STATE OF OREGON            )  
                                  ) ss.  
COUNTY OF MULTNOMAH )

On this 10th day of December, 1936, before me the undersigned Notary Public in and for the State Of Oregon, duly commissioned and sworn, personally appeared John Youell and L. F. McCroskey, to me known to be the Vice President and Assistant Secretary respectively 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 April 29, 1938

RECEIPT

CONSOLIDATED FREIGHT LINES, INC., a corporation, Mortgagor, does hereby certify that a correct and exact copy of the above described Chattel Mortgage has been surrendered to it on the date of its execution without cost to said Mortgagor. This certificate is made by John Youell, an officer of said Consolidated Freight Lines, Inc., to-wit: Its Vice President, which said officer hereby makes this certificate for and on behalf of the Mortgagor.

CONSOLIDATED FREIGHT LINES, INC.

By   
Vice President

File No. 31877

Filed & Indexed at the  
request of

First National Bank  
in Reno

Dec. 17-4 10. 1936

at 3:45 PM.

Patricia M. Mair

Recorder