

Know All Men By These Presents, THAT Carrell Winters

of the County of Eureka in the State of Nebraska, party of the first part, for and in consideration of the sum of One Hundred Forty Eight and 40/100 DOLLARS to be in hand paid by Winfield-Clark Music Co., Inc., of the County of Mesa, and State of Colorado, party of the second part, receipt whereof is hereby acknowledged, does hereby transfer, assign and sell unto the said party of the second part, his heirs and assigns, the following goods and chattels, to-wit:

Cavalier Cornet #22086	\$39.50
Cavalier Bariton #2923	71.00
Comm Soprano #N160587	55.00
	<u>\$165.50</u>
Less 20%	33.10
	<u>132.40</u>
Carrying Charge for 18mo.	16.00
	<u>Total \$148.40</u>

to have and to hold the same unto the said party of the second part, his heirs and assigns forever.

The condition of said assignment, transfer and sale is that the party of the first part is justly indebted to the said party of the second part in the principal sum of One hundred forty eight & 40/100 DOLLARS as evidenced by promissory note of even date herewith, same being an installment note, final installment being due Mar 1 - 1939

Provided, however, that if the said party of the first part shall pay to the said party of the second part for the redemption of the above bargained goods and chattels, the indebtedness represented by said promissory note, then these presents to be void, otherwise to remain in full force and effect.

And Provided Further, that until default be made by the said party of the first part in the payments of said note, any installment thereof, or interest thereon, according to the tenor of said note, it shall be lawful for the party of the first part to take and retain possession of said goods and chattels, and to use and enjoy the same; but in case default shall be made as aforesaid, or if said goods shall be attached or claimed by any other person or persons, at any time before payment in full is made, or if said party of the first part shall sell, or attempt to sell or remove the same without the written permission of the said party of the second part, then said note and the interest thereon may, at the option of the holder thereof, become due and payable, anything therein to the contrary notwithstanding, and it shall and may be lawful for the party of the second part, his agents, attorneys or assigns, to take immediate and full possession of said goods and chattels, wherever located and without legal process, either to his own use and benefit, or to sell the same at public or private sale, applying the money arising from such sale: First to pay 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, together with a reasonable attorney's fee; and second toward the payment of said note and accrued interest paying the surplus, if any, to the said party of the first part.

It is further agreed by the party of the first part, his heirs, executors, administrators and legal assigns, that said party of the first part will amply insure the above mentioned chattels against fire and all other damage and losses of any nature, and it is further agreed that a reliable old line insurance company is to write and carry this insurance, payable to the party of the second part as their interest may appear.

It is further agreed that should said party of the first part abandon said goods and chattels, or turn the same over to the party of the second part without a price thereof having been set by party of the second part, then in that event, said party of the second part may at his option, proceed to sell said goods and chattels as aforesaid, at either public or private sale, or take the same to his own use and benefit, allowing the party of the first part a credit therefor on said note of twenty-five per cent of the original purchase price thereof.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal this 1st day of October 1937 Carrell Winters

STATE OF COLORADO, }  
COUNTY OF MESA, } ss.

This mortgage was acknowledged before me by Carrell S. Winters this 1st day of October 1937, the mortgagor.

Helen Stewart  
Notary Public.

My Commission expires April 3, 1941  
My commission expires..... 19.....

Merrell's Wm. 100

to  
Winfield Clark Muns E. 100

PAYMENT CERTIFICATE

of

Merrell's Wm. 100

to

Winfield Clark Muns E. 100

*Wm. 100*

File No. 22329

Filed at the request of  
Citizens Finance Company

Dec. 11-1937 at 10:15 AM

*Peter Merrell's  
Company*

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