

DUPLICATE—True Copy.  
To be sent to Department of Motor  
Vehicles for official filing.

CHATTEL MORTGAGE

This chattel mortgage made and executed this 23rd day of February, 1938, by Ben B. Gardner, residing at Eureka, Nevada, Nevada, by occupation Truck Driver, Mortgagor, and RICE SECURITIES COMPANY, by occupation Investments, Mortgagee;

WITNESSETH:

The said Mortgagor hereby mortgages to the said Mortgagee the following described automobile, complete with standard attachments and equipment, and agrees that at the time of the execution of this mortgage to transfer and does hereby transfer unto the said Mortgagee the legal ownership of the automobile described in the mortgage executed herewith and hereinafter set forth verbatim in full as a mortgage and guaranty that said mortgagor shall truly and faithfully perform his obligations, to wit:

Trade	MAKE Name	YEAR MODEL	Type of Body MODEL LETTER OR NUMBER	Manufacturer's Serial No.	MOTOR No.	STATE LICENSE No.	NUMBER OF CYLINDERS
Lafayette		1936	Sedan	L-43891	LE-43391	30956	

as security for the payment of a promissory note of even date herewith in the words and figures as follows, to wit:

\$ 289.44 Hanford, Calif., February 23rd, 1938

For value received, the undersigned promises to pay to the order of RICE SECURITIES COMPANY, at its office in Hanford, California, the sum of TWO HUNDRED EIGHTY NINE AND 44/100 Dollars, at the following times and in the following manner, to wit:

\$ 24.12 on April 1st, 1938, and \$ 24.12 on the 1st day of each month thereafter for 11 successive months.

Principal and Interest payable in Lawful Money of the United States of America.

In the event any installment herein provided to be paid shall not be paid when due, the entire principal and earned interest then unpaid hereunder shall become immediately due and payable at the option of the holder of this note, and in such event the holder thereof waives all interest included in said note not earned at the time of said election. Past due principal shall bear interest at the rate of 12% per annum.

In the event suit is brought to collect this note, or any part thereof, the undersigned agrees to pay an additional sum of \$100.00 as attorney's fees and any cost and expenses incurred therein.

This note is secured by a chattel mortgage of even date herewith.

Ben B. Gardner Mortgagor.

In the event of a default by the mortgagor in the payment of the principal sum, or any installment thereof, or any interest, provided to be paid in and by the said promissory note hereby secured at the time when the same is due and payable, or of any of the payments provided for by this mortgage to be made by the mortgagor, the mortgagee shall immediately be entitled to and may without previous demand therefor, take possession with or without legal process or procedure of the mortgaged property herein described, and may proceed in the manner provided by law to foreclose this mortgage or may without foreclosure proceedings proceed to sell said mortgaged property, at public or private sale, at the option of said mortgagee, and the mortgagor waives demand for performance and/or notice of time and/or place of sale, and if sold at private sale waives all notice of sale and/or posting and/or publishing notice of sale and the mortgagor consents that at any such sale the mortgagee may become the purchaser. Such sale may be had without the mortgaged property being present and at any place chosen by said mortgagee for said purpose.

In the event of any such sale as herein provided, the proceeds realized therefrom shall be applied to the payment of all sums of money, both principal and interest, provided to be paid by the mortgagor in and by the terms of said promissory note, and to the payment of all sums which may have been paid or laid out by the mortgagee under and in accordance with the provisions and terms of this mortgage, and which are required therein to be repaid by the mortgagor, and all attorney fees provided for herein, and the balance, if any, paid over to the mortgagor. Should the amount of such proceeds be insufficient for such purpose, the mortgagor agrees forthwith to pay said amount to the mortgagee.

The mortgagor hereby agrees that in case of any default on his part accruing under the provisions of said promissory note, or under the provisions of this mortgage, he will pay to the mortgagee a reasonable attorney fee, in no event less than the sum of One Hundred Dollars (\$100.00), which may have been incurred by the mortgagee in recovering the possession of the property hereby mortgaged.

In the event of a suit for any delinquency after the sale of the mortgaged property herein, the mortgagor agrees to pay a further additional sum for attorney fees in said suit, which sum shall in no event be less than the sum of Fifty Dollars (\$50.00).

In the event the mortgagee shall expend any money in attorney's fees, or otherwise, in protecting his interest in said property, the amount so expended shall be secured by this mortgage, and such amount shall be forthwith payable to the mortgagee by the mortgagor.

The mortgagor agrees that said mortgaged property shall be kept insured at all times with such insurance and in such amounts as will protect the interest of the mortgagee herein, and should said mortgagor fail to do so, or should said insurance expire during the life of said mortgage, then the mortgagee may, but shall not be required to procure such insurance, or may reinsure said mortgaged property in such amounts, and kind of insurance, as will protect said mortgagee's interest in said mortgaged property, and the mortgagor agrees that the mortgagee may pay the premium therefor, and that the amount thereof shall be secured by this mortgage, and be immediately payable to the mortgagee.

The mortgagor agrees to keep said mortgaged property in good condition and repair, to house the same in suitable shelter, and not to sell or otherwise dispose thereof nor to take or permit same to be taken out of the State of Nevada, nor permit the same to be attached, nor to create or permit to be created any lien, encumbrance or adverse claim of any kind against the same for mortgage, repairs or otherwise, and not to sell, transfer or assign any right, title or interest in and to said mortgaged property, without the written consent of the mortgagee, and to pay all taxes and assessments of every character levied or assessed against said mortgaged property, this mortgage and the indebtedness or transaction represented thereby; and in the event of the failure of the mortgagor so to do, the mortgagee may pay the same, and all amounts so paid out by the mortgagee shall forthwith be paid by the mortgagor and shall be a lien on the property hereby mortgaged, and shall be secured hereby.

Should said mortgaged property suffer any loss, damage or injury, from any cause whatsoever, not covered by insurance, such loss, damage or injury shall be borne by the mortgagor, and shall not relieve said mortgagor from any obligation assumed hereunder.

The mortgagor agrees to save the mortgagee harmless from any and all liabilities, including all costs and attorney's fees, for all injury or damages to persons or properties caused in any manner by the use of said mortgaged property.

Said mortgagor agrees that any equipment, repairs and/or accessories placed upon said mortgaged property during the continuance of this mortgage shall become a component part thereof, and be included under the terms of this mortgage, and any indebtedness therefor may be paid by the mortgagee, and all amounts so paid shall be forthwith repaid by the mortgagor, with interest at the same rate as provided in said promissory note, and shall be a lien on the property hereby mortgaged, and shall be secured thereby.

Said mortgagor agrees to neither use nor permit said mortgaged property to be used for any unlawful purpose, such as transporting liquor, transporting narcotics, or in violation of any of the State or Federal Statutes, nor to use or permit said mortgaged property to be used for hire, or in a race or speed test, during the life of this mortgage, and during said period agrees to register, use, operate and control the same in accordance with all the statutes, laws, ordinances and regulations relating to the registration, use, operation and control of motor vehicles; to procure a license therefor and immediately report the number thereof in writing to the mortgagee, who is hereby given the authority to insert said State License Number in the blank space above provided therefor; to renew such license as required by law and report such renewal in the manner and for the purpose provided in this paragraph for reporting of the original license.

Time is hereby declared to be of the essence of this mortgage, and of the promissory note secured hereby, and of each of the terms, covenants and conditions hereof, and acceptance by the mortgagee of any payment hereunder after the same is due, shall not constitute a waiver by the mortgagee of this or any other provision of this mortgage. Nor will delay or omission on the part of the mortgagee to exercise any of the rights or provisions herein at any time, be deemed a waiver of the right to exercise the same or any similar right thereafter.

The word "mortgagor" is intended to include the masculine, feminine and neuter genders, and to be applicable where there are two (2) or more mortgagors signing this mortgage in the same manner as where there is only one (1).

The terms hereinabove set forth for the benefit of the mortgagee shall inure to the benefit of and operate in favour of the successor and assigns of the said mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has hereunto set his hand and seal at Reno,

Nevada, this 23rd day of February, 1938.

Ben B. Gardner

Mortgagor.

STATE OF NEVADA }  
County of WASHOE } ss.

On this 23rd day of February, 1938, before me, A. Harris, a Notary Public in and for the County of Washoe, State of Nevada residing therein, duly commissioned and sworn, personally appeared Ben B. Gardner, known to me to be the person whose name is subscribed to the within and foregoing Instrument, and he acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the said County of Washoe, the day and year last above written.

A. Harris

NOTARY PUBLIC

In and for the County of Washoe, State of Nevada

STATE OF NEVADA  
County of Washoe } ss.

Ben B. Gardner

, Mortgagor in the foregoing mortgage named,  
being duly sworn, for himself doth depose and say: That the aforesaid mortgage is made in good faith and without any design to hinder, delay or defraud any creditor or creditors.

Subscribed and sworn to before me this 23rd day of

February, 1938

A. Harris

NOTARY PUBLIC

Ben B. Gardner

In and for said County of Washoe  
State of Nevada

STATE OF CALIFORNIA,  
County of Kings } ss.

Robert J. Rice, Asst. Mgr.

, of and for the firm of RICE SECURITIES COMPANY, the Company named as Mortgagee in the foregoing mortgage, being duly sworn, doth depose and say: That the aforesaid mortgage is made in good faith and without any design to hinder, delay or defraud any creditor or creditors.

Subscribed and sworn to before me this 25th day of

February, 1938

Lillian R. Goldberg  
NOTARY PUBLIC

Robert J. Rice, Asst. Mgr.

In and for the County of Kings  
State of California.

ORIGINAL No. \_\_\_\_\_  
**True and Correct Copy**  
**CHATTEL MORTGAGE**

Dated \_\_\_\_\_, 1938

From \_\_\_\_\_  
Mortgagor

To \_\_\_\_\_  
Mortgagee

RECORDED

*File No. 22378*

*Filed at the request of*

*A. Harris*

*Mar. 1-1938 at 9:30 a.m.*

*Clara Mendel*

### CERTIFICATE OF NOTARY PUBLIC

STATE OF CALIFORNIA,  
County of Kings } ss.

I, Lillian R. Goldberg, a Notary Public in and for the County of Kings State of California, do hereby certify that the foregoing instrument is a full, true and correct copy of an original chattel mortgage between the Mortgagor and Mortgagee herein named and that the said original chattel mortgage is in all respects fully executed, sworn to and acknowledged as set forth in this copy.

WITNESS my hand and seal this 25th day of February, 1938

Lillian R. Goldberg  
NOTARY PUBLIC

In and for the County of Kings  
State of California.