

KNOW ALL MEN BY THESE PRESENTS, That

H. E. Lewis

Nevada

of the

County of

Eureka

in the State of ~~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

B. J. BARKER

of the

Littleton

County of

Arapahoe

, in the State of Colorado, afore-

said, 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:

1938 Buick touring sedan, motor No. 43520378, srl. No. 13338700

together with all increase, accretions, additions or accessories; now located and to be kept at mortgagor's 200-acre place known as Emigrant Pass Tourist Camp and Service Station, 12 mi. west of Carlin 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 Nine hundred eighteen and 30/100 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:

\$51.30 due May 28, 1938; followed by seventeen monthly installments of \$51.00 each, due on the 28th day of each succeeding month, final payment being due October 28, 1938

And also the further sum of not exceeding _____ Dollars, with interest according to the tenor of any note or notes given in evidence thereof which said mortgagee in its discretion may hereafter advance to the mortgagor hereunder during the life of this mortgage, including any regularly filed extension thereof.

All bearing interest from _____ maturity at the rate of eight per cent per annum until paid; said interest to be paid _____ after maturity.

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 28th day of April, A. D. 1938.

..... H. E. Lewis (SEAL)

..... (SEAL)

STATE OF COLORADO,
County of Arapahoe } ss.

This Mortgage was acknowledged before me this 28th day of April, A. D. 1938,

by H. E. Lewis Mortgagor.....

My commission expires January 31, A. D. 1939.

Nellie Boring

Notary Public.

STATE OF COLORADO)
COUNTY OF ARAPAHOE) ss.

E. J. Barker, being first duly sworn on his oath, deposes and says that he is the grantee in the within chattel mortgage; that the indebtedness described in said mortgage is justly due to him; that said indebtedness represents money advanced by him to the grantor, H. E. Lewis, and represents part of the purchase price of the automobile described in the within mortgage and that the within mortgage was executed and delivered to him in good faith for the purpose here stated and for no other purpose.

E. J. Barker

Subscribed and sworn to before me this 28th day of April, 1938.
My commission expires January 31, 1939.

Nellie Boring

Notary Public

STATE OF COLORADO)
COUNTY OF ARAPAHOE) ss.

H. E. Lewis, being first duly sworn, on his oath deposes and says that he is the grantor in the within chattel mortgage; that the indebtedness described in said mortgage is justly due to E. J. Barker, the grantee in said mortgage; that said indebtedness represents advance of money by said E. J. Barker to this affiant for the purpose of purchasing the automobile described in the within mortgage and that this mortgage was executed in good faith for the purpose stated and for no other purpose whatsoever.

H. E. Lewis

Subscribed and sworn to before me this 28th day of April, 1938.
My commission expires January 31, 1939.

Nellie Boring

Notary Public

No.

CHATTEL MORTGAGE

FROM

H. E. Lewis

TO

E. J. Barker

File No. 23427

STATE OF COLORADO, } ss.
County of Dureka

I hereby certify that this instrument was filed

in my office at 3:30 o'clock P. M.,

Apr. 30 1938, and is duly

recorded in book _____, page _____

Peter M... ..

Recorder

By

Deputy

FEEES, \$