

**CHattel MORTGAGE**

THIS INDENTURE made this 13th day of October, 1938,  
 between Carl Oxborrow  
 of Ely, County of White Pine, State of Nevada  
 as Mortgagors, and The First National Bank of Ely  
 a corporation, of Ely city, White Pine County, Nevada  
 Mortgagee, WITNESSETH:

That the Mortgagor, for and in consideration of the sums secured hereby, does hereby grant, bargain, sell, assign, transfer and convey unto said Mortgagee, the following property complete with standard attachment and equipment now owned by and in possession of said mortgagor and now located in Eureka county, state aforesaid, to-wit:

ONE	New or Used	Make Trade Name	State License No.	Type of Body, if Truck Give Tonnage	Model Letter or Number	Motor No.	Mfrs. Serial No.	No. of Cyls.	Year Model

**One Austin Badger Shovel, Serial No. 3111, and attachments**

Together with any and all tires and other equipment of every kind whatsoever placed upon said property by way of substitution, replacement or otherwise, during the life of this mortgage.

TO HAVE AND TO HOLD said chattels and all of the same unto the said mortgagee, its successors and assigns, forever.  
 PROVIDED, NEVERTHELESS, this is a chattel mortgage given to secure the payment of the following:

1. To secure payment of the principal sum of Twenty seven hundred & no/100 DOLLARS (\$ 2,700.00 ) according to the terms of a promissory note executed and delivered by the mortgagor, of even date herewith, payable to the order of the mortgagee as follows: Note dated 3-13-37 for \$600.00, Note dated 5-12-37 for \$800.00 and note dated 10-13-38 for \$1,300.00

2. To secure payment of any and all extensions or renewals thereof, or of the indebtedness represented by the same.

3. To secure payment of all such further sums as may hereafter be loaned or advanced by the mortgagee to the mortgagor for any purpose whatsoever, this mortgage being intended as a continuing security for the payment of any floating balance of indebtedness of every name and nature now incurred or to be hereafter incurred and for all moneys which are now due or may hereafter become due from the mortgagor to the mortgagee during the existence of this mortgage.

All of which sums the mortgagor agrees to pay on demand when not otherwise agreed and if the said mortgagor shall well and truly pay each and all of the sums or indebtedness herein specified with interest in accordance with the terms hereof, then these presents shall be void, otherwise to remain in full force and virtue.

The mortgagor does hereby further covenant and agree to and with the said mortgagee to keep said property insured against loss by fire, theft, transportation, conversion, collision and confiscation at his own expense for an amount not less than the deferred balance so long as any thereof remains unpaid, such insurance to be placed through agencies and insurance companies designated by the mortgagee. Loss thereon shall be payable to mortgagor and mortgagee as their interests may appear. Mortgagor hereby authorizes mortgagee to pay the premiums for such insurance adding the same to the deferred principal balance then due hereunder and the policies therefor shall be held by the mortgagee until the release of this mortgage.

Mortgagor further covenants and agrees to keep and maintain said mortgaged property in good condition and repair, reasonable wear and tear thereof excepted; to house and protect the same against the elements, not to take the same out of the state aforesaid, nor permit the same to be removed from his possession, nor permit the same to be attached nor create, nor permit to be created, any lien, encumbrance, or adverse claim of any character against the same, for storage, repairs or otherwise; that he will not sell, transfer or assign his right, title or interest in said property, and that he will pay all taxes and assessments of every character levied or assessed against said property; that he will neither use nor permit said property to be used for any unlawful purpose, nor to be used for hire; that he will register, use, operate and control the same in accordance with all statutes, laws, ordinances, and regulations relating to the registration, use, operation and control of motor vehicles.

It is further understood and agreed that the mortgagee may at all times enter upon the premises where any of said property may be to view the property hereby mortgaged and take any measures necessary for the protection of said property.

It is covenanted and agreed by the mortgagor that he is the sole and lawful owner of the property herein described, and has and is entitled to the exclusive possession thereof; that the same is free of all encumbrances and the mortgagor has full power and authority to convey and mortgage the same and that the mortgagor will warrant and defend the same against the lawful claims and demands of all persons whatsoever; that he will, before maturity, pay off and discharge all taxes, liens, or other charges or encumbrances of every kind however incurred on said property, and in default thereof the same may at mortgagee's option, be paid by the mortgagee and the amount so paid added to the indebtedness secured hereby, but no such payment shall be a waiver of the mortgagor's default therein.

If default be made in the payment of any sums, moneys or indebtedness now or hereafter secured hereby or any part thereof, or the interest thereon, or if the mortgagor defaults in or fails to comply with or perform any of the covenants, conditions or agreements herein mentioned, or contained, or in case any representation herein made by the mortgagor proves false in any respect, or in case of actual or impending bankruptcy or of insolvency of the mortgagor or in case of material depreciation in the value of the property, subject to the lien hereof, or if for any cause the security afforded hereby shall become inadequate, or if at any time the mortgagee shall deem itself insecure for any reason, (the mortgagee to be the sole judge thereof) with respect to the payment of the sums secured hereby, or if any of the property subject to the lien hereof is attached, levied upon, or for any reason taken possession of, or detained by any person other than the mortgagor, then and in any of the events aforesaid, the mortgagee shall have the right and power and is hereby authorized, at its option to enter upon the property of the mortgagor or any other place where the property covered hereby is situate, and take possession of and remove the same or any part thereof, with or without legal process, and in addition thereto in all or any of the events aforesaid, whether possession of said property or any part thereof be or be not taken by the mortgagee, the whole of the indebtedness hereby secured shall, at the option of the mortgagee, become immediately due and payable without notice, and the said mortgagee shall in any of the events aforesaid, have the right to proceed to foreclose this mortgage by suit or action, or by notice and sale, as provided by the laws of the state aforesaid, in any other lawful manner, in any of which foreclosure proceedings the mortgaged property may at the option of the mortgagee be sold as a whole in the event of foreclosure by notice and sale or by suit or action, the mortgagee may retain from the proceeds of the sale, in addition to all other proper costs, charges and expenses, a reasonable attorney's fee, all of which shall constitute a lien on the property mortgaged. In case the proceeds from any foreclosure sale, judicial or otherwise, fail to satisfy this mortgage, costs and expenses, including a reasonable attorney's fee, and all costs and expenses incurred in taking and retaining possession of said personal property, and in caring for the same pending sale, then said mortgagor agrees to pay any deficiency. Said mortgagee may become a purchaser, the same as any other person, at any foreclosure sale hereunder.

Neither the acceptance nor existence, now or hereafter, of other security for the indebtedness secured hereby, nor the release thereof, shall operate as a waiver of the security of this mortgage, nor shall this mortgage, nor its release operate as a waiver of any such other security, now held or hereafter acquired.

It is agreed that the property hereby mortgaged may remain in the possession of the mortgagor during the continuance of this mortgage or until default be made.

The word "mortgagor" and the language of this instrument shall, where there is more than one mortgagor, be construed as plural and binding equally on all mortgagors; and the word "mortgagee" shall be construed as including any lawful holder hereof.

IN WITNESS WHEREOF, said mortgagor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in presence of:

*Carl Oxborrow*

STATE OF Nevada }  
COUNTY OF White Pine } ss.

On this 13th day of October in the year 1938, before me Horace B. Bath, a notary public in and for said State, personally appeared Earl Oxborrow known to me (or proved to me on oath of ) to be the person whose name subscribed to the within instrument and acknowledged to me that he executed the same.

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

My Commission expires July 18, 1941.

*Horace B. Bath*  
Notary Public  
Residing at Ely, Nevada

**AFFIDAVIT OF GOOD FAITH**  
(Must be used in Utah)

STATE OF NEVADA }  
COUNTY OF WHITE PINE } ss.

Jay E. Brinton being first duly sworn on oath, deposes and says: That he is an officer of the First National Bank of Ely the mortgagee named in the foregoing mortgage, and as such is authorized to and does make this affidavit for and on behalf of said corporation, and Earl Oxborrow also being first duly sworn on oath, deposes and says: That he, the mortgagor, named in the foregoing instrument, and each of said affiants deposes and says: That the within and foregoing mortgage is made in good faith to secure the amount named therein and without any design to hinder or delay the creditors of the mortgagor.

*Earl Oxborrow*  
*Jay E. Brinton*

Subscribed and sworn to before me this 13th day of October 1938  
My Commission expires July 18, 1941.

*Horace B. Bath*  
Notary Public  
Residing at Ely, Nevada

**AFFIDAVIT**  
(to be used in Idaho)

STATE OF NEVADA }  
COUNTY OF White Pine } ss.

Jay E. Brinton being first duly sworn, upon his oath, deposes and says: That the above and foregoing copy is a true copy of the original chattel mortgage executed, acknowledged and delivered by the mortgagor named therein to the mortgagee named therein, and that this affiant makes this affidavit in behalf of the said mortgagee.

Subscribed in my presence and sworn to before me this 13th day of October 1938  
My Commission expires July 18, 1941.

*Horace B. Bath*  
Notary Public  
Residing at Ely, Nevada

**CERTIFICATE**  
(to be used in Utah)

STATE OF UTAH }  
COUNTY OF } ss.

The undersigned notary public hereby certifies that the above and foregoing copy is a true copy of the original chattel mortgage, executed, acknowledged and delivered by the mortgagor named therein to the mortgagee named therein.

My Commission expires \_\_\_\_\_  
Residing at \_\_\_\_\_ Notary Public

Due \$ \_\_\_\_\_  
No \_\_\_\_\_  
**Chattel Mortgage**  
to \_\_\_\_\_

Dated \_\_\_\_\_  
STATE OF Nevada }  
COUNTY OF Elko } ss.  
File No. 22667  
I hereby certify that this instrument was filed for record as a chattel mortgage at the request of *J. E. Brinton* at 30 minutes past 11 o'clock A.M., this 14th day of Oct. A. D., 1938, in my office and duly recorded in Book \_\_\_\_\_ of \_\_\_\_\_ at page \_\_\_\_\_  
By *Caterina Minard* Ex-officio Recorder.  
Deputy.  
Fees \$ \_\_\_\_\_