

1 THIS MORTGAGE, Made the 1st day of August, 1940,  
2 between KIRK CORNWELL and DELIA H. CORNWELL, his wife, of the City  
3 of Elko, County of Elko, State of Nevada, the parties of the first  
4 part, Mortgagors, and R. P. ROANPREX, of the same place, the party  
5 of the second part, Mortgagee; it being understood that any gender  
6 includes all other genders, the singular number includes the plu-  
7 ral and the plural the singular,

8  
9 **W I T N E S S E T H :**

10 That WHEREAS, the said Mortgagors are justly  
11 indebted to the said Mortgagee in the sum of SEVENTEEN THOUSAND  
12 SEVEN HUNDRED NINETY and 70/100 (\$17,790.70) DOLLARS, lawful money  
13 of the United States of America, evidenced by a promissory note,  
14 bearing even date with these presents, the said note being in  
15 words and figures as follows, to-wit:

16  
17 "\$17,790.70

Elko, Nevada, August 1st, 1940

18 For value received, We, the undersigned, jointly and severally  
19 promise to pay to the order of R. P. ROANPREX, or assigns, of Elko,  
20 Nevada, the sum of SEVENTEEN THOUSAND SEVEN HUNDRED NINETY and  
21 70/100 (\$17,790.70) DOLLARS, in lawful money of the United States  
22 in manner following, that is to say: In 24 equal installments of  
23 \$741.28 each, in said lawful money, the first of said installments  
24 to be paid in said lawful money on or before the 10th day of Sept-  
25 ember, 1940, and a like installment in said lawful money on or be-  
26 fore the 10th day of each and every month thereafter, until said  
27 principal sum shall have been paid in full; that the unpaid bal-  
28 ance of said amount is to bear interest after maturity at the rate  
29 of 7% per annum, until paid in full.

30 Should default be made in the payment when due, of any part or  
installment of principal or interest, then the whole sum of prin-  
cipal and interest shall become immediately due and payable at the  
option of the holder of this note. Principal and interest payable  
in lawful money of the United States of America.

In the event of the non-payment of this note at maturity, or its  
collection by litigation, We promise to pay all expenses that may  
be incurred thereby, including attorney fees.

The makers and endorsers of this note each expressly waive demand,  
presentation for payment, notice of nonpayment and protest and  
suit against the makers; and also agree that this note may be ex-

1 tended in whole or in part without their consent at or after matur-  
2 ity.

3 This note is secured by a Chattel Mortgage of even date herewith.

4 Kirk Corwell

5 Delia H. Corwell "

6  
7 **NOW, THIS MORTGAGE WITNESSETH:**

8 That the said Mortgagors for and in considera-  
9 tion of the premises, and the sum of ONE (\$1.00) DOLLAR, to them  
10 in hand paid by the said Mortgagee, the receipt whereof is hereby  
11 acknowledged, have granted, bargained, sold, conveyed, confirmed  
12 and set over, and do by these presents grant, bargain, sell, convey,  
13 confirm and set over unto the said Mortgagee, his heirs and assigns  
14 forever:

15 All those certain chattels now situate and be-  
16 ing in the County of Elko, State of Nevada, more particularly  
17 described as follows, to-wit:

18  
19 One Osgood Invader Shovel, Serial No. 2909, equipped  
20 as a shovel with standard boom and dipper sticks, 3/8  
21 yd. dipper with four teeth, gasoline motor with el-  
22 electric starter, also equipped with 30' draglines.

23 One 1938 Kenworth Truck, Motor No. KB-12887, Serial  
24 No. 50418, Model No. 524, being a Diesel Truck.

25 One UTILITY MODEL W X - 10, six wheel trailer,  
26 Serial No. 2497 Dual 10, 50-22 Firestone Tires and  
27 Tubes. Dual 10 hole Budd wheels and hubs  
28 UTILITY 17 x 6 brakes on three axles  
29 Westinghouse system with slack adjusters  
30 Radius rods on three axles - torque arm  
UTILITY tire carrier

1 - 22' UTILITY TRUCK BODY Serial U 639

1 - 25' UTILITY trailer body Serial U 640

1 - Peterbuilt Truck, Model 334 Engine #17275  
Serial L-125

1 Cummins HBS super charged, 5W-452 rear axles,  
2 7351 five speed transmission,  
3 14" two plate clutch,  
4 703 compound, double frame in rear,  
5 set wheelbase to balance 22' load for easy  
6 steering, plain type radiator with guard,  
7 sealed beam headlights, spot light,  
8 heater and defroster fan (elec.), A brace  
9 rear of frame, 1 tow hook, 1 yoke front,  
10 brakes on front axle with limiting valve,  
11 two 48 gal. tanks, keep exhaust pipe high  
12 above ground under triak  
13 All red - aluminum top on dome of cab and wheels.

14 Together with any and all substitutions, accre-  
15 tions and additions thereto.

16 Upon default by the said Mortgagors of any of  
17 the terms, covenants, conditions or agreements of this Mortgage,  
18 it is agreed that all of the rights granted the Mortgagee, under  
19 Covenant No. 13, of an Act of the State of Nevada, entitled, "An  
20 act relating to mortgages on real and personal property, and to  
21 provide that certain agreements, covenants, obligations, remedies  
22 and rights thereunder may be adopted by reference" approved March  
23 23, 1927, hereinafter mentioned, are hereby granted to the Mort-  
24 gagee herein and extended to all of the chattels herein mortgaged.

25 If during the subsistence of this Mortgage there  
26 be commenced or pending any suit or action affecting any property  
27 which may at any time be subject to the lien hereof, or the title  
28 thereto, or the possession thereof, the said Mortgagee may appear  
29 in said suit or action and retain counsel therein and defend the  
30 same, or otherwise take such action therein as he may be advised,  
and may settle or compromise the same, or he may, at his option,  
pay and discharge any indebtedness now or hereafter existing  
against any property which may at any time be subject to the lien  
hereof, and in that behalf, and for any of said purposes, may em-



1 pley legal counsel and may pay and expend at the expense and on ac-  
2 count of the Mortgagors such sums as he shall deem necessary.

3 The Mortgagors do hereby agree that they will,  
4 upon demand for possession of said property or any part thereof,  
5 under any of the provisions hereof, deliver and surrender posses-  
6 sion of said property to the Mortgagee, and that they will hold  
7 the Mortgagee free and harmless from any damage of any nature  
8 whatsoever which may be sustained by the said Mortgagors by reason  
9 of the Mortgagee taking possession of the mortgaged property, un-  
10 der any of the terms or conditions of this mortgage.

11 Every covenant, stipulation and agreement here-  
12 in contained, shall bind and inure to the benefit of the said  
13 Mortgagors and Mortgagee, and their respective heirs, executors,  
14 administrators and assigns.

15 The following covenants: One; Two, reasonable;  
16 Three 7%; Four; Five; Six; Seven \$25,700.00; Eight; Nine; Twelve;  
17 Thirteen; Fourteen and Fifteen of an act entitled, "An act relat-  
18 ing to mortgages on real and personal property, and to provide  
19 that certain agreements, covenants, obligations, rights and reme-  
20 dies thereunder may be adopted by reference" approved March 23,  
21 1927, and amendments thereto, are hereby adopted and made a part  
22 of this mortgage; the said act being Chapter 109 of the Statutes  
23 of the State of Nevada, of the year 1927, and amendments.

24 IN WITNESS WHEREOF, the Mortgagors have execut-  
25 ed these presents in sextuple, the day and year first above writ-  
26 ten.

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28 Keith Cornwall

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30 Delia H. Cornwall

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STATE OF NEVADA, )  
                          ) ss.  
COUNTY OF ELKO. )

On this 1st day of August, 1940, personally appeared before me, a Notary Public in and for said County and State, KIRK CORNWELL and DELIA H. CORNWELL, his wife, known to me to be the persons described in and who executed the foregoing instrument; who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

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

Peggy O'Neill  
Notary Public.-

STATE OF NEVADA, )  
                          ) ss.  
COUNTY OF ELKO. )

KIRK CORNWELL and DELIA H. CORNWELL, his wife, being first duly sworn, according to law, each for himself/herself deposes and says:

That he/she is one of the Mortgagors named in the foregoing Chattel Mortgage; that the aforesaid Chattel Mortgage is made in good faith and without any design to hinder, delay or defraud creditors.

Kirk Cornwell  
Delia H. Cornwell

Subscribed and sworn to before me this 1st day of August, 1940.

Peggy O'Neill  
Notary Public.-

1 STATE OF NEVADA, )  
2 COUNTY OF ELKO. ) ss.

3 R. P. ROANTREE being first duly sworn, accord-  
4 ing to law, upon his oath deposes and says:

5 That he is the Mortgagee named in the foregoing  
6 Chattel Mortgage; that the aforesaid Chattel Mortgage is made in  
7 good faith and without any design to hinder, delay or defraud  
8 creditors.

9  
10 R. P. Roantree

11  
12 Subscribed and sworn to before me  
13 this first day of August, 1940.

14 Peggy O'Neill  
15 Notary Public.

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17 My Commission Expires:

18 June 17, 1942  
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*Release Filed 6/17/42  
GM*

CHattel MORTGAGE.

KIRK CORNWELL, et ux.,

to

R. P. ROANTREE

Dated August 1st, 1940 19

*File No. 23559*

*Filed at the request of  
Nevada Bank of Commerce  
Elko, Nev*

*Aug 16 1940 at 11:00m*

*John Marshall  
Recorder*

Morley Griswold & Milton J. Reinhart

ATTORNEYS-AT-LAW

ELKO NEVADA