

GENERAL
MOTORS
INSTALMENT
PLAN

CONDITIONAL SALE CONTRACT

DUPLICATE ORIGINAL—To be filed or recorded according to State Law

Contract Number

The undersigned seller hereby sells, and the undersigned purchaser or purchasers, jointly and severally hereby purchase(s), subject to the terms and conditions hereinafter set forth, the following property, delivery and acceptance of which in good order is hereby acknowledged by purchaser, viz.:

New or Used	Year Model	No. Cyl.	Make Trade Name	Type of Body If Truck, Give Tonnage	Model Letter or Number	Motor No.	Manufacturer's Serial No.
new	1940	6	Chevrolet	Dump WB		2889342	5WB11-3460

RADIO—Make _____ Model _____ Utility Trailer—Make _____ Model _____ Serial No. _____

For a Total Time Price of - - - - - \$ 1385.54 (9)

Payable in an amount on or before delivery of - - - - - \$ 463.46 (5)

Leaving a Deferred Balance of - - - - - \$ 922.08 (8)

Payable at the office of General Motors Acceptance Corporation to be hereafter designated in instalments of - \$ 76.74 (7a)

on the same day of each successive month, or as indicated in schedule of instalments below, and commencing April 6 19 40

The final instalment payable hereunder shall equal the amount of the deferred balance remaining due. Interest is due on instalments after maturity at the highest lawful contract rate, and if this contract be placed with an attorney for collection, 15% of the amount due hereunder shall be paid by the purchaser as attorney's fees, or if prohibited, the amount permitted by law.

Schedule for unequal
monthly instalments

\$ 76.74 11 mos.
\$ 77.94 12 Mos. hereafter
\$ 2 Mos. hereafter
\$ 3 Mos. hereafter
\$ 4 Mos. hereafter
\$ 5 Mos. hereafter
\$ 6 Mos. hereafter
\$ 7 Mos. hereafter
\$ 8 Mos. hereafter
\$ 9 Mos. hereafter
\$ 10 Mos. hereafter
\$ 11 Mos. hereafter
\$ 12 Mos. hereafter
\$
\$
\$
\$
\$
\$
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\$

1. Title to said property shall not pass to purchaser until said amount is fully paid in cash.
2. No transfer, renewal, extension or assignment of this contract or any interest thereunder, or loss, injury or destruction of said property shall release purchaser from his obligation hereunder; assignee shall be entitled to all the rights of seller.

3. In the event purchaser defaults on any payment due on this contract or fails to comply with any condition of this contract or a proceeding in bankruptcy, receivership or insolvency be instituted against the purchaser or his property, or seller deems the property in danger of misuse or confiscation, the full amount shall be immediately due and payable; the seller's acceptance, after the full amount may have become immediately due and payable as hereinbefore provided, of any instalment or payment shall not be deemed to alter or affect the purchaser's obligations and/or the seller's rights hereunder with respect to any subsequent payments or default therein.

4. No warranties, express or implied, representations, promises or statements have been made by seller unless endorsed hereon in writing.

5. Purchaser shall keep said property free of all taxes, liens and encumbrances; shall not use same illegally, improperly or for hire; shall not remove same from the state without permission of the holder of this contract; shall not transfer any interest in this contract or said property. Any sum of money paid by the seller in payment or discharge of taxes, liens and encumbrances on said property shall be secured by and under this contract. The proceeds of any insurance, whether paid by reason of loss, injury, return premium or otherwise, shall be applied toward the replacement of the property or payment of this obligation, at the option of seller. Seller may insure said property against fire and theft, or any accidental physical damage to the car to protect purchaser, seller or seller's assignee. Purchaser agrees to pay the premium upon demand and that on failure to do so, payment of said premium shall be secured by this contract.

6. Time is of the essence of this contract, and if purchaser default in complying with the terms hereof, or seller deems the property in danger of misuse or confiscation, seller or any sheriff or other officer of the law may take immediate possession of said property without demand (possession after default being unlawful), including any equipment or accessories thereto; and for this purpose seller may enter upon the premises where said property may be and remove same. Such repossession shall not affect seller's right, hereby confirmed, to retain all payments made prior thereto by the purchaser hereunder. Seller may resell said property, so retaken, at public or private sale, without demand for performance, with or without notice to purchaser (if given, notice by mail to address below being sufficient), with or without having such property at place of sale, and upon such terms and in such manner as seller may determine; seller may bid at any public sale. From proceeds of any such sale, seller shall deduct all expenses for retaking, repairing and selling such property, including a reasonable attorney's fee. The balance thereof shall be applied to amount due; any surplus shall be paid over to purchaser; in case of deficiency purchaser shall pay the same with interest. Seller may take possession of any other property in the above described motor vehicle at time of repossession, wherever such other property may be therein, and hold same temporarily for purchaser without liability on the part of seller.

7. Seller shall have the right to enforce one or more remedies hereunder, successively or concurrently. Purchaser hereby waives the right to remove any legal action from the court originally acquiring jurisdiction and waives all homestead and other property exemption laws. Any provision of this contract prohibited by law of any state shall as to said state be ineffective to the extent of such prohibition without invalidating the remaining provisions of the contract.

Executed in quadruplicate, one copy of which was delivered to and retained by purchaser, this 8th day of March, 19 40.

Purchaser

Signs

Geo. L. McCrachen

(Purchaser's Signature)

By Little Gem Mining Company

(If Company)

(Title)

(Street)

Beowawe, Nevada

(Town)

(State)

Seller

Signs

George Aiazzi

(Seller's Signature)

By Aiazzi Brothers

(If Company)

(Title)

(Town)

Carlin, Nevada

(State)

SIGN IN INK

(Witness)

(Witness)

TO GENERAL MOTORS ACCEPTANCE CORPORATION:

For value received, undersigned does hereby sell, assign and transfer to the General Motors Acceptance Corporation his, its or their right, title and interest in and to the within contract, herewith submitted for purchase by it, and the property covered thereby and authorizes said General Motors Acceptance Corporation to do every act and thing necessary to collect and discharge the same.

The undersigned certifies that said contract arose from the sale of the within described property, warranting that title to said property was at time of sale and is now vested in the undersigned free of all liens and encumbrances; that said property is as represented to the purchaser of said property by the undersigned and that statements made by the purchaser of said property on the statement form attached hereto are true to the best of the knowledge and belief of the undersigned.

In consideration of your purchase of the within contract, undersigned guarantees payment of the full amount remaining unpaid hereon, and covenants if default be made in payment of any instalment herein to pay the full amount then unpaid to General Motors Acceptance Corporation upon demand, except as otherwise provided by the terms of the present General Motors Acceptance Corporation Retail Plan. Liability of the undersigned shall not be affected by any settlement, extensions, variation of terms of the within contract effected with, or by the discharge or release of the obligation of the purchaser or any other person interested, by operation of law or otherwise. Undersigned waives notice of acceptance of this guaranty and notices of non-payment and non-performance.

Seller Signs

George Aiazzi

(Seller's Signature)

By Aiazzi Brothers

(If Company)

Carlin, Nevada

(Title)



1940 OCT 25 AM 8 157

CONDITIONAL SALE CONTRACT

FROM

TO

File No. 23659

The within Conditional Sale Contract was

filed this 12 day of Nov. A. D. 1940
(recorded)

at 2 o'clock P. M. by me, clerk
(Or Other Title)

of Elko County

State of Nevada

Notary Public
(Signature of Official and Title)
G. M. Mervalds

1940 OCT 25 AM 10 04

STATE OF UTAH }
COUNTY OF } ss.:

I, Helma M. Oliver, a notary
public in and for said County and State, do
hereby certify that the document on the reverse
side hereof is a full, true and correct copy of
the original conditional sale contract entered
into between the parties therein referred to
and covering the conditional purchase therein
mentioned.

IN WITNESS WHEREOF, I have hereunto
subscribed my name and affixed my notarial

seal, this 3rd day of October, 1940.

Helma M. Oliver

Notary Public

Residing at Elko Lake City

My Commission Expires 8/28/43