

# Mortgage of Chattels

THIS MORTGAGE, made this 14th day of July, 19 41, by S. W. Wheeler  
 of Eureka, Nevada by occupation Service Sta. Operator MORTGAGOR,  
 to MOTOR VEHICLE LOAN COMPANY of Reno, Nevada  
 by occupation Financing, MORTGAGEE, WITNESSETH:

That the Mortgagor mortgages to the Mortgagee a certain automobile described as follows, to-wit:

Year Model	Trade Name	Body Type	Motor No.	Serial No.	License No.	No. Cyls.
1941	Plymouth	Coupe	P11-76750	15013370	11687	

now and to be permanently garaged at ..... City of Eureka,  
 County of ..... State of Nevada, together with all equipment, parts,  
 appliances and appurtenances now or hereafter to be placed thereon, which shall become a component part thereof and included  
 under the terms of this mortgage, as security for the payment by Mortgagor of a promissory note bearing date of 7/16/41  
 in the sum of SIX HUNDRED EIGHTY EIGHT DOLLARS & 50/100 Dollars (\$ 688.50)  
 payable \$ 38.25 on the 15th day of August, 19 41 and the sum of \$ 38.25  
 on the 15th day of each successive month for 17 months, and  
 \$ .....

..... interest at the rate of ..... per cent per annum, payable monthly and as security  
 for any subsequent indebtedness to the Mortgagee incurred prior to the satisfaction of this mortgage, Mortgagor agreeing that  
 default in the payment of any instalment shall accelerate all remaining instalments and further agreeing to pay collection costs  
 and attorney's fees, and all other obligations as stated in said promissory note herein referred to together with interest on such  
 collection costs, other obligations arising out of this transaction, attorney's fees and all delinquent balances at the rate provided  
 in said note. Mortgagor hereby promises to pay said note and all other money obligations as herein specified according to their  
 tenor, and to perform all agreements as in said note and in this mortgage stated according to their terms; all payments to be  
 made in lawful money of the United States.

1. If in default of any instalment, or any portion thereof, Mortgagor specifically empowers Mortgagee to refer the matter of collection to any person or collection agency or to the collection department of Mortgagee and Mortgagor agrees to pay all costs incurred by reason of such action.
2. All renewals and extensions of said note or any part thereof and all interest on delinquent payments, costs of collection, litigation, discovering, locating and taking of possession including costs of towing, rehabilitating and storage of said motor vehicle are likewise secured hereby.
3. The Mortgagor hereby warrants that he is the sole owner of all the within mentioned personal property and that there are no liens or encumbrances or adverse claims of any kind whatever on any part thereof.
4. Mortgagor expressly agrees that said motor vehicle will not be used, nor permission given for its use, in violation of any Federal, State or Municipal law, statute or ordinance, nor for any race or speed contest, rental, hire or military purposes. Mortgagor agrees not to sell, pledge, hypothecate or otherwise dispose of said motor vehicle or any part thereof during the term of this mortgage and note and will not remove same from the state in which this mortgage is executed. Mortgagor expressly agrees during the life of this mortgage to first obtain the written consent of Mortgagee before incurring any bill or bills for repairs, tires, storage or accessories on said motor vehicle in the aggregate exceeding in value the sum of \$25.00.
5. Mortgagor agrees to keep said motor vehicle properly licensed as required by law in the state where this mortgage is executed and to report promptly to Mortgagee any new license number assigned to said motor vehicle. Mortgagor agrees that the certificate of ownership, showing Mortgagee as legal owner shall be held by Mortgagee until this mortgage and note and all charges assessed under the terms of this contract subsequent to the date of said note and mortgage shall have been satisfied in full.
6. Mortgagor agrees to pay all taxes, assessments or liens levied against or attached to said motor vehicle and will keep same in good order and repair, housed in a suitable shelter and will exhibit the said motor vehicle upon demand of Mortgagee. When service of any notice is necessary, Mortgagor agrees that deposit, by Mortgagee, of same in the United States mail directed to the last given address of Mortgagor shall be sufficient.
7. At the cost of Mortgagor, Mortgagee may purchase and keep in full force and effect a policy or policies insuring said motor vehicle against such hazards as are mutually agreed upon, said policies to remain in possession of Mortgagee until this mortgage is fully satisfied and loss under every such policy shall be paid first to Mortgagee or assigns up to the amount of the obligation secured, and the remainder, if any, to Mortgagor.
8. Should Mortgagee make any additional advance of money to Mortgagor subsequent to the date of this mortgage, or make any advance for the preservation or protection of its security, or should there accrue or become due any collection costs or other obligations arising under this mortgage, then all such advances, collection costs or other obligations thus arising and unpaid shall become a principal part of said note, shall be secured by this mortgage, and shall bear interest at the rate provided for in said note. Mortgagee shall have the right, upon receipt of any instalment to apply the same, first, to any collection costs or other moneys advanced by Mortgagee; second, to the satisfaction of any unpaid interest; and third, the balance in payment of principal and if there be a deficiency, it shall be payable forthwith and failure upon the part of Mortgagor to pay same shall accelerate for immediate payment the entire unpaid balance of said obligation, including all advances made, collection costs and accrued interest, and Mortgagee may exercise such right or rights as are reserved to Mortgagee under the terms of this mortgage.
9. In the event Mortgagor defaults in the payment of any instalment or portion thereof payable by Mortgagor under the terms of this mortgage or said note, or in payment of any other charges or advances that may be due or become due as provided herein, or should Mortgagor fail to perform or abide by any of the conditions or covenants as contained in said note or this mortgage, or if, in the opinion of Mortgagee, the financial condition of Mortgagor be such as to endanger the security or rights of Mortgagee or if it be ascertained that Mortgagor has at any time rendered any material false statement as to his financial condition or credit standing, or should it appear that Mortgagor has defrauded or is about to defraud Mortgagee or that the property hypothecated is about to be or has been attached or levied upon for any obligation, debt, assessment or fine claimed to be due from Mortgagor then and in that event, whether Mortgagor be in default or not, Mortgagee shall have the right, without notice to Mortgagor, said notice being expressly waived, to declare immediately due and payable, the entire balance of moneys then remaining unpaid. Such an election by Mortgagee shall be final and conclusive upon Mortgagor and at its option Mortgagee may, with or without notice, such notice being expressly waived, either proceed to foreclose this mortgage as provided by law or take possession of said motor vehicle, and Mortgagee is irrevocably authorized and empowered to sell and dispose of said automobile or any part thereof; provided, however, that before any such sale shall take place, Mortgagee shall mail to Mortgagor at his last known address a written notice of taking possession of said automobile and that said automobile will thereafter be sold by Mortgagee unless Mortgagor shall pay in full all sums of money then due, within five (5) days from date of notice. Mortgagor agrees that failure on his part to make payment pursuant to said notice shall confer the right upon Mortgagee to thereafter cause said automobile to be sold at public or private sale with or without notice of any such sale, which notice is hereby expressly waived, with or without the mortgaged property being present, and to bid in such property at such sale at such price and upon such terms and conditions as Mortgagee may deem advisable; Mortgagor specifically waives demand for payment of his obligation or any part thereof and authorizes and directs Mortgagee to sell said property in the manner hereinabove provided, without notice to Mortgagor as to time and place of sale, said notice being expressly waived, either as a pledge or otherwise and from the proceeds of such sale to pay the costs of taking of possession, storage and care of said property, the costs of such sale, the unpaid interest, all collection costs, all attorney's fees actually incurred in the taking and sale of said property and the remainder thereof shall be applied upon the unpaid balance of said note and mortgage. Mortgagor agrees to pay Mortgagee forthwith any deficiency that may exist between the net amount received from such sale and the gross amount unpaid as in said note and mortgage provided, and in the event the net proceeds received from such sale shall exceed said gross amount, Mortgagee agrees to pay forthwith such overplus, without interest, to the person or persons entitled thereto.
10. It is further specifically agreed that the taking of any action by the Mortgagee shall not be deemed to be an election of that action, but rather, the rights and privileges and options granted to the Mortgagee under the terms of this mortgage shall be deemed cumulative, the one with the other, and not alternative.
11. Time is declared to be the essence of said note and this mortgage with respect to the performance of the covenants and obligations set forth herein and it is further specifically agreed that no waiver by the Mortgagee of any breach or default of or by the Mortgagor, whether under the terms of the aforesaid note, or of this mortgage, shall be deemed a waiver of any breach or default thereafter occurring.
12. This agreement shall bind and inure to the benefit of the parties hereto and their executors, administrators, heirs and assigns.

Mortgagor hereby specifically certifies that before affixing his signature below, he has fully read this mortgage and understands the purport and effect of same.

..... Witness ..... *S. W. Wheeler* Mortgagor  
 ..... Witness ..... Mortgagor

Nevada  
STATE OF ~~CALIFORNIA~~ } ss.  
COUNTY OF ~~Washoe~~ }

I, A. Harris being a notary in and for the said county and state, residing therein, duly commissioned and sworn, certify that the foregoing is a true and correct copy of the original mortgage executed by the parties whose names appear herein; that I have compared this copy with the said original and find the same to be true and correct.

Dated at Reno, Nevada, ~~California~~ Notary Public in and for the County of  
this 14th day of July, 1941 Washoe, State of ~~California~~  
Nevada

Do Not Write Here  
For Dept. of Motor Vehicles Use

TRUE AND CORRECT COPY

### Mortgage of Chattels

*File No. 23916*  
*Filed at the request of*  
*A. Harris*  
*July 16 - 1941 at 3 P.M.*  
Mortgagor  
*John Marshall*  
*Shawder*

to  
Mortgagee

Nevada  
STATE OF ~~CALIFORNIA~~ } ss.  
COUNTY OF Washoe }

On this 14th day of July, A.D., 1941, before me A. Harris a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared S. D. Wheeler

known to me to be the person... whose name... is/are 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.

*S. D. Wheeler*  
Notary Public in and for the said County and State.

### ASSIGNMENT

FOR VALUE RECEIVED, the mortgage of chattels on the reverse side hereof, between the Mortgagor and the undersigned and the note secured

thereby are hereby sold, assigned and transferred to... its successors or assigns. The undersigned jointly and severally hereby guarantee full performance of said mortgage, in all its terms and the prompt payment of any and all sums provided therein, together with collection expenses, costs and attorney's fees and agree to pay any attorney's fees and costs incurred in enforcing this guaranty. The undersigned jointly and severally agree that in the event of the non-compliance with any of the conditions of said mortgage, whether or not foreclosure has been made or undertaken suit may be brought by the holder against any one or more of the parties hereto, whether or not suit has been commenced against the Mortgagor and without waiving any rights as to time of foreclosure. The undersigned jointly and severally hereby agree that in the event of foreclosure or default of the mortgage, the entire balance outstanding shall become immediately due and payable. The undersigned jointly and severally hereby waive any and all notice of non-payment, demand, presentment or protest, which may be required under this mortgage or in connection therewith, and agree that any extensions or impairments of remedies which may be granted by the holder hereof to the parties to said agreement shall not in any manner release the undersigned. In the event suit is instituted to enforce any of the terms of this mortgage, the undersigned jointly and severally hereby waive the right to change place of trial from the court originally acquiring jurisdiction.

Dated at \_\_\_\_\_ California, Signed \_\_\_\_\_ (Name of Mortgagee)  
this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_ By \_\_\_\_\_ (Officer, Firm Member or Owner)

### ASSIGNMENT OF ASSIGNEE

FOR VALUE RECEIVED, the mortgage of chattels on the reverse side hereof, and the note secured thereby are hereby sold, assigned and

transferred to... its successors or assigns. The undersigned jointly and severally hereby guarantee full performance of said mortgage, in all its terms and the prompt payment of any and all sums provided therein, together with collection expenses, costs and attorney's fees and agree to pay any attorney's fees and costs incurred in enforcing this guaranty. The undersigned jointly and severally agree that in the event of the non-compliance with any of the conditions of said mortgage, whether or not foreclosure has been made or undertaken suit may be brought by the holder against any one or more of the parties hereto, whether or not suit has been commenced against the Mortgagor and without waiving any rights as to time of foreclosure. The undersigned jointly and severally hereby agree that in the event of foreclosure or default of the mortgage, the entire balance outstanding shall become immediately due and payable. The undersigned jointly and severally hereby waive any and all notice of non-payment, demand, presentment or protest, which may be required under this mortgage or in connection therewith, and agree that any extensions or impairments of remedies which may be granted by the holder hereof to the parties to said agreement shall not in any manner release the undersigned. In the event suit is instituted to enforce any of the terms of this mortgage, the undersigned jointly and severally hereby waive the right to change place of trial from the court originally acquiring jurisdiction.

Dated at \_\_\_\_\_ California, Signed \_\_\_\_\_ (Name of Assignee)  
this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_ By \_\_\_\_\_ (Officer, Firm Member or Owner)