

# AUTOMOBILE INSTALMENT NOTE

\$ 300.00

No.

Elko

Nevada

December 12th

19 41

For valued received, the undersigned, jointly and severally, promise to pay in lawful money of the United States, to the order of

## FIRST NATIONAL BANK OF NEVADA

at its **Elko**

Branch, in the city of

**Elko, Nevada**

the sum of **Eight Hundred Sixty & No/100** ----- DOLLARS,  
in **18** equal successive monthly instalments of **Forty-Seven & 78/100** ----- Dollars  
(\$ **47.78**) each beginning **January 12th** ----- 19 **42**, and **monthly thereafter**.

All delinquent instalments to bear interest at the rate of **Seven** per cent per annum from date of maturity until paid.  
In the event of default in the payment of any of the said instalments as hereinabove provided, time being of the essence hereof, the holder of this note may without notice or demand declare the entire principal sum then unpaid together with accrued interest thereon, immediately due and payable.

In the event of commencement of suit to enforce payment of this note the undersigned, jointly and severally, agree to pay such additional sum as attorneys' fees as the Court may adjudge reasonable.  
This note is executed in conjunction with a Loan on **Chevrolet** Automobile.

Motor No. **BA 269247**

and Serial No. **6N12-14728**

*A. I. Allen*

*Lois K. T. Allen*

## AUTOMOBILE CHATTEL MORTGAGE

No.

THIS MORTGAGE, made this **12th** day of **December**, 19 **41**, by **A. I. ALLEN and LOIS K. T. ALLEN** -----

Of **Bonanza**

County of

**Elko**

State of

**Nevada**

by occupation **Merchants**

hereinafter designated as MORTGAGOR, to

FIRST NATIONAL BANK OF NEVADA, RENO, NEVADA, a corporation duly organized and existing under and by virtue of the laws of the United States of America, and having its principal place of business in the City of Reno, State of Nevada, and by occupation, a Banker, hereinafter designated as MORTGAGEE,

WITNESSETH: Mortgagor hereby mortgages to the said Mortgagee that certain motor vehicle described as follows:

New or Used	Make Trade Name	No. of Cyl.	Equipment: Standard, Sport, DeLuxe, Etc.	Type of Body	Model Letter or Number	Manufacturer's Serial No.	Motor No.
<b>New</b>	<b>Chevrolet</b>			<b>Sedan</b>	<b>1942</b>	<b>6N12-14728</b>	<b>BA 269247</b>

now and to be permanently garaged in the City of **Bonanza**, County of **Elko**, State of Nevada, together with all equipment, parts, appliances and appurtenances now or hereafter to be placed thereon, all of which shall become a component part thereof

and included under the terms of this mortgage, as security for the payment by Mortgagor of the total sum of **\$300.00** in accordance with the terms, conditions and agreements contained in the promissory note set forth hereon immediately preceding this mortgage. The 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 hereinafter in this mortgage stated, according to their terms, all payments to be made in lawful money of the United States.

All extensions and renewals of said note or any part thereof and any and all costs of litigation, collection costs including attorney fees or other costs expended or incurred in connection with discovering, locating or taking possession of said automobile, and any and all costs of towing, repairing, rehabilitating or storing of said automobile, together with interest at **Seven** % on any delinquent instalments from date of maturity until paid, are all likewise secured hereby.

The Mortgagor does hereby warrant 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 thereon or on any part thereof.

The Mortgagor agrees that said automobile will not be used for the purpose of illegally transporting or concealing intoxicating liquors, drugs, narcotics or contraband goods of any kind and will not be used in violation of any Federal, State or Municipal law, statute or ordinance, nor will said automobile be used or permitted to be used for the use of same in any speed contests, nor for rental, nor for military purposes. The Mortgagor will not, nor will he attempt to assign, pledge, mortgage, hypothecate or otherwise dispose of said automobile or any part thereof during the term of this note and mortgage, nor remove said automobile from the state in which this mortgage is executed, nor incur any bill for repairs to or storage of said automobile in excess of the sum of Twenty-five Dollars (\$25.00) during the life of this mortgage, without the written consent of the Mortgagee being first had and obtained.

The Mortgagor agrees forthwith to properly register said automobile and procure and keep a license therefor from the State in which this mortgage is executed and to immediately report the license number thereof to the Mortgagee, and to have the license and certificate of legal ownership show the Mortgagee herein, or its assigns, as the legal owner of said automobile, during the term of this mortgage, and that said certificate of legal ownership shall be delivered to and held by Mortgagee during the existence of this mortgage and until the Mortgagee shall have been paid in full and until this mortgage has been satisfied in full.

Mortgagor agrees to exhibit said automobile to Mortgagee upon demand and to keep the said automobile in as good condition and repair as it now is, ordinary wear and tear excepted, and to house the same in suitable shelter, and to promptly pay all taxes levied or assessed thereon and all liens which may attach thereto. When the service of any notice upon the Mortgagor is necessary or convenient, the same may be had by deposit in the United States mail, postage prepaid, directed to Mortgagor at his address as set forth herein.

Mortgagee may at the cost of Mortgagor, take out and keep in full force and effect a policy or policies of insurance, in form issued by an insurance carrier satisfactory to Mortgagee, for the hazards of Fire, Theft and Collision, and such additional hazards as may be mutually agreed upon by Mortgagor and Mortgagee, and the loss under every such policy shall be paid first to the Mortgagee or its assigns up to the amount of the obligation secured, and the balance, if any, to the Mortgagor; said policy to be in the possession of the Mortgagee until satisfaction of all obligations secured by this mortgage.

Should Mortgagee make any advance or advances or spend any money for the protection or preservation of its security, or should there accrue or be due any collection costs or other obligations arising under this contract, such advance or advances together with such collection costs or other obligations arising under this contract and unpaid shall be added to the unpaid principal of said promissory note and shall be secured by said mortgage, and such advance or advances and collection costs shall all become immediately due and payable with interest at the hereinabove mentioned rate per annum, payable monthly, and the Mortgagee shall have the right upon receipt of any instalment or payment due under the terms of said note and the mortgage to apply the same, first in satisfaction of any collection costs or other moneys advanced by Mortgagee hereunder; second, to the satisfaction of any unpaid interest, and, third, the balance of said instalment or instalments in payment of principal, and should there be a deficiency in the amount of any instalment or payment after the payment of said costs as in this agreement provided, such deficiency shall be payable forthwith, and the failure on the part of Mortgagor to pay or satisfy same shall accelerate for immediate payment the entire unpaid balance of said obligation, including all advances made, collection costs and interest accrued, and Mortgagee may exercise such right or rights as are reserved to Mortgagee under the terms of this mortgage.

Should Mortgagor fail to make payment of any part of the principal or interest as provided in said promissory note, or if any breach be made of any obligation or promise of the Mortgagor herein contained or secured, or if Mortgagor shall abandon said vehicle, or regardless of any other default, if said vehicle be attached or bankruptcy proceedings be instituted against Mortgagor, then the whole principal sum unpaid upon said promissory note with interest accrued thereon, and all other sums of money due or unpaid at the time of said default, and interest thereon, or advanced under the terms of this mortgage, or secured hereby, and the interest thereon, shall immediately become due and payable at the option of the Mortgagee, without notice to the Mortgagor, and it may at once proceed to foreclose this mortgage according to law, or it may at its option, and it is hereby empowered so to do, enter upon the premises where the said mortgaged property may be and take possession thereof; and remove and sell and dispose of the same at public or private sale without any previous demand of performance or notice to the Mortgagor of any such sale whatsoever; notice of sale and demand of performance and every other notice or demand whatsoever hereby expressly waived by said Mortgagor and from the proceeds of sale retain all costs and charges incurred by it in the said taking or sale, including reasonable attorney's fees incurred; also all sums due on said promissory note under any provisions thereof, or advanced under the terms of this mortgage, and interest thereon, or due or owing to the said Mortgagee under any provisions of this mortgage, or secured hereby, with the interest thereon, and any surplus of such proceeds remaining shall be paid to the Mortgagor, or whoever may be lawfully entitled to receive the same; if there be a deficit, Mortgagor agrees immediately to pay the same to Mortgagee.

Mortgagee, or its agent, may bid and purchase at any sale made under this mortgage or herein authorized, or at any sale made upon foreclosure of this mortgage. Mortgagor further agrees that if from any cause there shall be a substantial decrease in the value of said mortgaged property, the said Mortgagee shall have the option of demanding of said Mortgagor further security in order to offset the said decrease in value, and upon the failure of said Mortgagor to give said additional security, Mortgagee may proceed in the same manner as herein provided in case of any other default.

This agreement shall bind and inure to the benefit of the parties hereto and their executors, administrators, heirs and assigns. 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 Mortgagor under the terms of this mortgage shall be deemed cumulative, the one with the other, and not alternative.

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.

THE UNDERSIGNED MORTGAGOR HEREBY SPECIFICALLY CERTIFIES THAT HE HAS READ AND UNDERSTANDS THE PURPORT AND EFFECT OF THIS MORTGAGE.

Mortgagor:

*A. I. Allen*

*Lois K. T. Allen*

**Bonanza, Nevada**

Automobile  
Chattel  
Mortgage

A. I. ALLEN MORTGAGOR  
-and-  
LOIS K. T. ALLEN

to  
FIRST NATIONAL BANK OF NEVADA  
RENO, NEVADA.  
Elko Branch  
MORTGAGEE

File No. 24247  
Filed at the request of  
First National Bank of Nevada  
Elko Branch  
Dec. 17 - A.D. 1941 at 10:30 AM.

Peter Marshall  
Recorder

STATE OF NEVADA

On this 12th day of December, 1941

ACKNOWLEDGMENT

County of Elko, State of Nevada - - - - December 12th - - - - 19 41, before me,  
a Notary Public in and for the said Elko, Nevada - - - -  
County and State, personally appeared A. I. Allen and Lois K. T. Allen - - - -  
known to me to be the person(s) whose name(s) were subscribed to the within instrument and acknowledged to me that they executed  
the same as Mortgagor(s).

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

NOTARY PUBLIC in and for the County of Elko  
County of - - - - State of Nevada

My Commission expires Jan 20 - 19 43

original doc recorded 12/17/1941

# FIRST NATIONAL BANK

OF  
NEVADA

Elko, Nevada  
August 23, 1945

Mr. Pete Mirialdo, County Recorder  
Eureka, Nevada


Dear Pete:

Mrs. Lois Allen called this morning requesting that we assist in releasing the lien on their 1942 Chevrolet Sedan, Motor #BA-269247, Serial #6BH12-14728 as they have misplaced the title certificate. This is to advise that the lien carried by this bank on the car was paid in full June 12, 1943 and the release signed on back of the certificate. No further loans have been made and at this time we are not interested in the vehicle.

We trust this is the information you desire.

I am still rolling along in good health after the pick up received from the Eureka good fresh air and sunshine. Hope this finds you and family enjoying good health. Kindest regards!

Yours very truly,

  
H. E. Siegmann  
Assistant Cashier

HES:mjk