

CHATTEL MORTGAGE made this 21st day of February, 1942, between S. D. WHEELER, of Eureka, Nevada, as mortgagor, and MARVIN A. WEISHAAPT, of Fallon, Nevada, as mortgagee.

In consideration of the mortgagee's endorsing the hereinafter mentioned note of mortgagor, mortgagor does hereby mortgage to mortgagee the following described personal property, together with all replacements and substitution therefor and all repairs and additions thereto, situated in the city of Eureka, county of Eureka, state of Nevada, to wit: One 1941 Plymouth Coupe, Engine No. P11-76750 and one 1934 Ford Pickup, Engine No. 18-699985

TO HAVE AND TO HOLD the same by way of mortgage to secure the payment of a certain promissory note bearing even date herewith in the principal sum of Three Hundred Fifty Dollars (\$350.00), with interest thereon according to the terms of said promissory note, which promissory note was executed and delivered by said mortgagor to the First National Bank of Nevada, Fallon Branch, and which note was endorsed by mortgagee, and also as security for the payment of lawful money of the United States of any and all monies that may hereafter become or be due or payable from said mortgagor to said mortgagee from any cause whatsoever and for the discharge and performance of all obligations and promises by said mortgagor herein contained.

Mortgagor hereby warrants that he is lawfully possessed of said motor vehicles and that the same are free and clear of all encumbrances except the hereinafter mentioned first mortgage lien on the said Plymouth Coupe.

Mortgagor hereby agrees to pay at maturity all taxes and assessments levied against said vehicles and all liens and encumbrances which are now or which may hereafter be levied against said mortgaged property including the first mortgage lien of approximately \$532.00 on the said Plymouth Coupe held by the

Motor Vehicle Loan Company of Reno, Nevada.

Mortgagor further agrees to keep the said motor vehicles constantly insured against risk or loss by fire and theft with accepted insurance companies in the aggregate amount of \$ 882⁰⁰, payable to the mortgagee as his interest may appear, and mortgagor shall deliver the policies therefor to mortgagee to be held by mortgagee as further security. In case of default of mortgagor to obtain such insurance mortgagee may procure the same not exceeding the amount aforesaid and may pay and expend for premiums for such insurance such sums of money as mortgagee shall deem necessary and add the same to the amount of any indebtedness due mortgagee from mortgagor.

It is further agreed that upon default of any of the terms, conditions, covenants or agreements to be kept, fulfilled and performed by the said mortgagor, as in said note and in this mortgage contained and provided, mortgagee may without foreclosure and without legal proceedings and without any previous demands therefor, enter upon the premises of mortgagor, or such place as any of the property subject to the lien of this mortgage may be found and take complete possession and control of the mortgaged property or any part thereof, and with or without notice to mortgagor, at either public or private sale, sell and dispose of the same or so much thereof as may be necessary to pay the amount and sum secured by the mortgage, for the best price he can obtain, and out of the monies arising therefrom, he shall retain and pay the sum or sums then due or payable under the lien of the mortgage, and interest thereon, and all charges and expenses incurred in taking and selling the property, and any other expenses and charges incurred by the mortgagee, and all other sums secured by any of the terms of the mortgage and the overplus, if any, shall be paid to the mortgagor; and said mortgagee is hereby expressly authorized and empowered, upon any such sale,

to make and execute such bills of sale or any other conveyances necessary to convey to the purchaser thereof an absolute title in the property so sold; and it shall not be necessary for the purchaser in any such sale made hereunder to inquire into or in any way be or become responsible for the actual existence of the contingency upon which the sale shall be made to the mortgagee, and title to the purchaser of the property so sold shall be good and sufficient; and the mortgagor agrees that the decision of the mortgagee as to the actual existence of the contingency upon which said sale as aforesaid is or may be predicated, shall be conclusive and binding upon said mortgagor.

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

S. D. Wheeler

STATE OF NEVADA,)
County of Churchill.) ss.

On this 21st day of February, 1942, personally appeared before me, a notary public in and for the county of Churchill, state of Nevada, S. D. WHEELER, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he 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 above written.

Catherine Hauert

Notary Public.

My Commission expires August 12, 1944.

CARL F. DODGE, JR.
ATTORNEY AT LAW
FIRST NAT'L BANK BLDG.
FALLON, NEVADA

STATE OF NEVADA,)
) ss.
County of Churchill.)

S. D. WHEELER, the mortgagor named in the foregoing mortgage, being duly sworn, doth depose and say: That he is the mortgagor named in the foregoing mortgage; that he makes this affidavit as such; that the aforesaid mortgage is made in good faith, and without any design to hinder, delay or defraud any creditor or creditors.

S. D. Wheeler

Subscribed and sworn to before me this 21st day of February, 1942.

Catherine Hauert

Notary Public.

STATE OF NEVADA,)
) ss.
County of Churchill.)

MARVIN A. WEISHAAPT, the mortgagee named in the foregoing mortgage, being duly sworn, doth depose and say: That he is the mortgagee named in the foregoing mortgage; that he makes this affidavit as such; that the aforesaid mortgage is made in good faith, and without any design to hinder, delay or defraud any creditor or creditors.

Marvin A. Weishaupt

Subscribed and sworn to before me this 21st day of February, 1942.

Catherine Hauert

Notary Public.

CHATTEL MORTGAGE

S. D. WHEELER

to

MARVIN A. WEISHAAPT

Dated February 21st, 1942.

File No 24300

Filed at the request of

Marvin A. Weishaapt

March 26. A.D. 1942 at

3:45 P.M.

John Meindels

Recorder

CARL F. DODGE, JR.

ATTORNEY AT LAW

FIRST NATIONAL BANK BUILDING

FALLON, NEVADA