

CONTRACT

July 15, 1942

DENVER, COLORADO, _____

104

I, We, or either of us, promise to pay to the order of **THE CHAS. E. WELLS MUSIC COMPANY**, at its **Seventy-five and 90/100** _____

Denver office, the sum of _____ DOLLARS,
in the following installments:

Initial Payment \$25.00

on or before the **15th** day of **August**, 19 **42**, the sum of \$ **20.00**, and on or before the **15th** day of each and every month thereafter the sum of \$ **20.00** until the **15th** day of **October**, 19 **42**, upon which day the sum of \$ **9.90** shall be due and payable; and on or before the **15th** day of **July**, 19 **43**, the sum of \$ **1.00** all bearing interest from maturity at the rate of eight per cent per annum, interest payable monthly, and in default of the payment of any of the above installments the entire sum may be declared due and payable with interest. And the undersigned hereby agrees to pay costs and attorney's fees of Fifteen Dollars, or fifteen per cent of the amount unpaid, if greater, in the event that it becomes necessary to collect this note through an attorney.

The consideration of this note is the sale of the undersigned by the said **THE CHAS. E. WELLS MUSIC COMPANY** of one _____

Conn Alto Saxophone No. 161158

the receipt of which is hereby acknowledged, upon credit for the amount of the above mentioned note.
To secure the payment of the above note, a lien is hereby created on the aforesaid merchandise in favor of the said **THE CHAS. E. WELLS MUSIC COMPANY** to the amount of said note; and the undersigned does hereby grant, bargain, sell and convey unto the said **THE CHAS. E. WELLS MUSIC COMPANY**, its successors and assigns, to have and to hold forever, the said above described merchandise; provided, however, that on the payment of the entire note when due the lien herein created and this chattel mortgage shall be null and void. And provided further, that until default be made in the payment of said note, as above specified, or any part thereof, the undersigned may retain possession of said merchandise; and provided further that the instrument herein described shall not be sold, encumbered, or removed

from the present residence of the subscriber in **Eureka, Nevada** without the written permission of **THE CHAS. E. WELLS MUSIC COMPANY**; but in case default should be made in the payment of said note, or any part thereof, or interest therein mentioned, according to its tenor and effect, or in case there shall be any attempt to sell, offer,

or threaten to sell, encumber or remove the same from the present residence of the undersigned in _____

Eureka, Nevada

without the written permission of **THE CHAS. E. WELLS MUSIC COMPANY**, or if same or any part thereof shall be seized or be about to be seized, or attached, on legal process, or be claimed by any other person or persons, or if the said **THE CHAS. E. WELLS MUSIC COMPANY** shall at any time feel unsafe or insecure, before the full payment of said note, then it shall and may be lawful for **THE CHAS. E. WELLS MUSIC COMPANY**, their agents, attorneys, successors, or assigns to declare said note partially or wholly due, and to take immediate and full possession of all said goods and chattels, wherever the same may be found, with or without process of law, using such force as may be necessary without being holden in damages to the makers hereof, and to sell the same at private sale, and apply the proceeds arising from said sale on costs attending same, including fifteen per cent attorney's fees, and a fair and reasonable commission for making said sale, and apply the balance, if any, on said note and interest, paying over the surplus, if any, to the undersigned on demand.

It is agreed that this chattel mortgage is given to secure the purchase price of the article or articles herein designated. The only agreements, representations, warranties and/or covenants relied upon by the mortgagor in such purchasing of said goods and chattels from the mortgagee relate to the description and identity thereof and are only as above written.

STATE OF **Colorado** }
County of **Denver** } ss. X *Mrs. C. Herrera* (SEAL)

On this **15th** day of **July**, 19 **42**, personally appeared before me, a notary public in and for said county, **Mrs. C. Herrera**

personally to me known to be the identical person who executed the foregoing instrument, and acknowledged the same to be **her** free and voluntary act and deed for the uses and purposes therein set forth.
Witness my hand and notarial seal the date last aforesaid.

My commission expires **My Commission Expires Oct. 6, 1945** *Edward W. Brown*
Notary Public.

This Contract is taken subject to the approval of the Denver Office.
PLEASE READ YOUR CONTRACT OVER CAREFULLY BEFORE SIGNING.

Eureka, Nev.

CONTRACT

Mrs. C. Herrera

Eureka, Nevada

TO

**The Chas. E. Wells
Music Co.**

DENVER, COLORADO

2491

Book _____ Page _____ Section _____
STATE OF ~~COLORADO~~ NEVADA
Eureka County ss.

I hereby certify that this instrument was
filed for record in my office at 10:30 o'clock
A. M., Sept. 21, 1942

and is duly recorded in Book _____ Page _____
Peter Meisels
Recorder.

By _____ Deputy.

Fees _____