

CHATTEL MORTGAGE

DUPLICATE
(For Filing with M. V. D.)

This chattel mortgage made and entered into this 15th day of January, 1944, by

Ely W. Cognoni of Nevada, County of Nevada

State of Nevada, by occupation a Merchant hereinafter designated as "mortgagor", and ELY FINANCE COMPANY, a Nevada corporation, having its principal place of business in the City of Ely, White Pine County, State of Nevada, hereinafter designated as "mortgagee."

WITNESSETH:

That for and in consideration of the sum of Five Hundred Dollars Two and 10/100 Dollars to the above-named mortgagor paid by the above-named mortgagee, the receipt whereof is hereby acknowledged, said mortgagor does hereby bargain, sell, assign and transfer unto the above-named mortgagee all of that personal property more particularly described in Schedule "A" which appears on the reverse side hereof together with all equipment, appliances and/or appurtenances now placed or hereinafter to be placed upon the premises described in said Schedule "A"

To have and to hold the same forever and the said above-named mortgagor will forever warrant and defend the same against the lawful claims of all persons whomsoever.

Upon condition, however, that if the above-named mortgagor shall pay or cause to be paid to the above-named mortgagee, its successors or assigns, that certain promissory note made and executed by said mortgagor on even date herewith, which said promissory note is in words and figures as follows, to-wit:

Ely, Nevada, January 15, 1944

In installments after date for value received, I, we, or either of us promise to pay to the order of ELY FINANCE COMPANY, at its office in the City of Ely, White Pine County, State of Nevada, the principal sum of

Five Hundred Dollars Two and 10/100 Dollars

in monthly installments of \$50.00 Dollars, said first installment to be paid on the 15th day

of February, 1944, and one of said installments to be paid on the 15th day of each and every month thereafter until the whole of the said principal sum has been paid in full. Interest to be paid on each delinquent installment at the highest legal rate allowed by law and payable monthly on the same date as the principal payments above provided.

And in case of default in the payment of any installment or interest upon any delinquent installment, then such installment or payment, installments or payments so in default shall cause the entire unpaid balance of said principal sum at the option of the holder of this note to become due and payable and notice of the exercise of such option is hereby expressly waived.

If this note be collected by an attorney, either with or without suit, the undersigned agree to pay a reasonable attorney's fee together with all costs of court or costs of collecting this note either by court procedure or otherwise.

The makers, grantors and endorsers hereby severally waive presentment for payment, notice of dishonor, protest and notice of protest and of non-payment of this note, and all defenses on the ground of any extension of the time of payment that may be given by the holder to them or any of them; and also agree that further payments of principal or interest on deferred installments shall not release them as makers, grantors or endorsers.

Ely W. Cognoni

Then these presents do be void, otherwise to remain in full force and effect.

Said mortgagor does hereby covenant and agree as follows:

- (1) To pay the said note according to the tenor thereof at the times and in the manner set forth in said note.
- (2) During the continuance hereof to keep the said mortgaged property in good condition and repair and insure the same against all loss by fire, theft, collision, confiscation and/or embezzlement in some insurance company which will be satisfactory to mortgagee in an amount specified by mortgagee, not in excess of the value of the property, loss, if any, payable to mortgagee as its interest may appear.
- (3) That in the event that said mortgagor does not procure said insurance, mortgagee may do so and any sum so extended for insurance premiums shall be immediately repayable from mortgagor to mortgagee together with interest at the highest legal rate allowed by law, which payment is secured hereby.
- (4) To pay all taxes, liens or assessments of all kinds and descriptions levied against said property or any part thereof as the same becomes due and prior to the time when the same become delinquent. If said mortgagor shall fail to pay any tax, lien or assessment against the mortgaged property, mortgagee may at its option pay the same and any amount so paid with interest at the highest legal rate allowed by law shall be immediately repayable by the mortgagor to said mortgagee, which payment is secured hereby.
- (5) To use said property and each and every part thereof in strict conformity to all ordinances, statutes, laws and regulations with reference to the same operation or registration thereof.
- (6) Not to remove or permit to be removed any part of said property from the premises on which said property is now situated without the written consent of said mortgagee or to sell or attempt to sell or further mortgage said property without the written consent of the said mortgagee first had and obtained to notify mortgagee promptly in the event of any damage to said property from any source whatever.
- (7) To permit the mortgagee at any time during the continuance hereof to enter upon the premises on which the said property is situated and examine said property and upon demand of said mortgagee to make a written report to said mortgagee concerning the mortgaged property.
- (8) That in case of default made in the payment of the above mentioned promissory note or any installment therein provided for or the interest upon any delinquent installment or the repayment of any sums of money advanced by said mortgagee for the purpose of paying premiums upon insurance or taxes, liens or other encumbrances against said property, or in case of the mortgagor attempts to dispose of or remove from the said premises herein described or the County of White Pine, State of Nevada, the foresaid and above-described goods and chattels or any part thereof, or whenever the mortgagee or its assigns or successors shall choose to do so, then and in that case it shall be lawful for the mortgagee, its successors or assigns by itself or agents to take immediate possession of said goods and chattels, wherever found, the possession of these presents being his sufficient authority therefor, and to sell the same at public auction, or so much thereof as shall be sufficient to pay the amount due or to become due as the case may be with all reasonable costs and attorney's fees pertaining to the taking, keeping, advertising and selling of said property.
- (9) That in the event proceedings are commenced on this mortgage for foreclosure thereof then and in that case I, the mortgagor, hereby covenant and agree to pay a reasonable amount as attorney's fees; the property or money remaining after paying said sums, if any, to be paid on demand to said mortgagor.
- (10) That in the event that the said mortgagee, its successors or assigns shall elect to sell the said property herein described at public sale, said sale is to take place in the City of Ely, County of White Pine, State of Nevada, after giving at least 10 days notice thereof by posting up written notices in three public places in said county. And the mortgagor hereby further authorizes the person conducting said sale to advertise the same if deemed in his opinion necessary, from time to time, without giving further notice by posting or otherwise, and to give a bill of sale to the purchaser thereof which shall be conclusive as to the regularity of all of the proceedings connected herewith and convey absolutely all or any right, title and interest in and to said property.

Should Mortgagor fail to pay any installment when due or fail to perform any other term, covenant or condition herein, Mortgagee is specifically empowered to refer the collection of such delinquent installment or the matter of the violation of such terms, covenant or condition to any investigator or collector to the Collection Department of Mortgagee for collection or handling, and if the same is so referred Mortgagee agrees to pay all collection costs actually incurred by Mortgagee thereby. Mortgagor agrees that all collection or other costs expended or incurred in connection with discovering, locating or repossessing said property herein sold, and any and all costs of towing, or carting, repairing, rehabilitating or restoring said property shall be added to the indebtedness and Mortgagor hereby agrees to pay the same when and as expended or incurred.

It is further mutually agreed by the parties hereby that the word "mortgagor" is understood to include both the singular and plural number, and that the word "mortgagee" wherever and whenever used herein shall include any successor and/or assignee of said mortgagee.

It is further covenanted and agreed by and between the parties hereto that the said mortgagee may bid and/or purchase at any sale of said property or any part thereof.

The undersigned mortgagor hereby acknowledges receipt of a copy hereof.

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

WITNESSES:

Ely W. Cognoni

STATE OF NEVADA,
COUNTY OF WHITE PINE,

ss. 15th day of January, 1944

On this 15th day of January, 1944, personally appeared before me Ely W. Cognoni 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 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 last above written.

George D. Ladden

Advise company carrying insurance on furniture, of this chattel mortgage, or policy may be void in event of loss.

I (we) fully understand that security listed will not be moved from the County as designated herein without written permission of the mortgagee.

EXHIBIT "A"

The chattels and property which are mortgaged under this mortgage are situated at _____ in the city of _____ County of _____ State of Nevada.

	New or Used	MAKE TRADE NAME	TYPE OF BODY	Model Letter or Number	MANUFACTURER'S SERIAL NO.	MOTOR NO.
ONE Automobile						
ONE Automobile						

LISTS OF CHATTELS MORTGAGED:

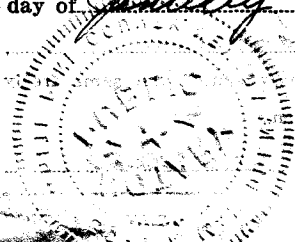
Mye W. Loggani
Filed at the request of
File No. 24849
Elly Finance Company
January 21, 1944
at 5 P.M.
Peter Meiralds
Recorder

ALSO ALL OTHER PERSONAL PROPERTY BELONGING TO MORTGAGORS, OR EITHER OR ANY OF THEM; LOCATED IN, ON, AT, OR ABOUT SAID PREMISES, AS DESIGNATED ON THE REVERSE SIDE HEREOF.

STATE OF NEVADA,
COUNTY OF WHITE PINE ss.

I, *Sergio M. Sadden*, *Notary Public*, in and for said County and State, residing therein and duly commissioned and qualified, do hereby certify that I have carefully compared the foregoing copy of chattel mortgage with the original thereof and that the foregoing copy of chattel mortgage is a true and correct copy of said original.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the said county this _____ day of *January*, 19*44*



Sergio M. Sadden
Notary Public
For White Pine County, State of Nevada