

5162-458

# CHattel MORTGAGE

Know All Men by These Presents, that **John D. Hart** **Eureka**  
 (Mortgagor's Name) (Give Correct Legal Address)

County of **Eureka** State of **Nevada**, Mortgagor, for the purpose of securing the payment of money herein mentioned, and in consideration of a loan made me simultaneously herewith by **COMMERCIAL CREDIT CORPORATION** of Reno, Nevada, Mortgagee, the receipt whereof is hereby acknowledged, and for the purpose of securing the repayment of said loan with interest as hereinafter stated, do grant, bargain, sell and deliver unto said Mortgagee the following goods, chattels and personal property, (hereinafter called "Chattels") to wit:

Make	Serial No.	Motor No.	Model	Year	New or Used	Will Car Be Used For Pleasure, Business, Taxicab or Hire?	Type of Body	If Truck, Truck Questionnaire Must Be Attached.	List Price F. O. B. Factory
<b>Chevrolet</b>	<b>6GB01-10422</b>	<b>387047</b>		<b>1937</b>	<b>Used</b>	<b>Business &amp; Pleasure</b>	<b>Sedan</b>		

TO HAVE AND TO HOLD the same unto said Mortgagee, its successors and assigns, forever, provided said Mortgagor may retain possession of said chattels at its present location and at his own risk and expense, to keep and use the same with care, until or unless any covenant herein is violated by Mortgagor.

Provided always, and these presents are upon the express condition that if said Mortgagor shall well and truly pay or cause to be paid to said Mortgagee, in accordance with the terms of his promissory note bearing even date herewith, signed by Mortgagor, payable to Mortgagee or order the sum of **One Hundred Seventy Three & 00/100** Dollars together with charges computed at the aggregate rate of **two (2%)** per cent per month on that part of the unpaid principal balance not exceeding One hundred and fifty Dollars and one **(1%)** percent per month on any part of the unpaid principal balance exceeding One hundred and fifty Dollars in successive monthly payments of \$ **23.57** each on the **6th** day of each month following the date hereof, until fully paid then these presents shall be void and of no effect, otherwise to remain in full force and effect. It is agreed that the minimum charges to be paid by Mortgagor in any year shall be Five Dollars (\$5.00). It is agreed that said note may be detached for collection purposes.

Mortgagor hereby warrants these statements, that he is the sole and only owner of the Car described in the above schedule, and that there is no lien, claim or encumbrance of any kind against said chattels, or any part thereof or conditional purchase title, excepting **None** (if "None", so state).

Said Mortgagor further promises that he will use said chattels with reasonable care, skill and caution, and keep same in good repair, without any liability on the Mortgagee and under shelter, and will not permit the same to be damaged, injured or depreciated, and will not attempt to sell, assign or dispose of said chattels, or any interest therein, or remove or permit the same to be removed from the county wherein he resides without the written consent of Mortgagee, and will not encumber or permit any encumbrance or lien of any character whatsoever against the same; and that he will pay all taxes that may be levied against said chattels, this instrument or the indebtedness secured hereby.

Mortgagor covenants that he will not use or cause or permit to be used the chattels herein mentioned for the transportation of liquor, wines or any other beverage, for personal or commercial use, prohibited by any Federal or State statute to be transported, and it is hereby agreed that should the chattels, hereinbefore described be used for such purpose or any other unlawful purpose, it shall be considered as a default under the mortgage, whether or not, there shall be a default under any other terms or conditions hereof, which shall entitle the holder hereof to immediate and continued possession, by replevin or otherwise, of the chattels herein described.

And in case said Mortgagor shall neglect or refuse to pay said taxes as aforesaid, or permit said chattels to be damaged, injured or depreciated, then said Mortgagee may at said Mortgagee's option pay all such taxes and assessments aforesaid, repair any damage or injuries and restore any depreciation; and all sums of money thus expended are hereby secured by these presents and shall be repayable upon demand from said Mortgagor to said Mortgagee, and may be retained by said Mortgagee from the proceeds of the sale of said chattels herein authorized.

In case default be made in the payment of said debt or interest after maturity, or of any of the payments above scheduled, or any extensions or renewals or rearrangements thereof, or if any execution, attachment, sequestration or other writ shall be levied on said chattels or on any other property of Mortgagor or if a petition under the Bankruptcy Act or any Amendment thereof shall be filed by or against said Mortgagor, or if said Mortgagor shall make an assignment for the benefit of his creditors, or if said Mortgagor shall fail to keep and perform any of the covenants, stipulations and agreements herein contained on his part to be performed, or if any insurance company should cancel as to Mortgagor any policy against the hazards of fire and theft, or if said Mortgagee shall at any time deem said mortgage, said chattels, said debt or said security unsafe or insecure, or shall choose so to do, then upon the happening of said contingencies or any of them, the whole amount herein secured, on each of said payments above scheduled remaining unpaid, is by said Mortgagor admitted to be due and payable, and said Mortgagee at his option, without notice, is hereby authorized to enter upon the premises of the Mortgagor or other places where said chattels might be, and take possession of and remove said chattels, and all equipment, accessories, or repairs thereon, which shall be considered a component part thereof and subject to this mortgage, and, without legal procedure, sell the same and all equity of redemption of the Mortgagor therein, either at public auction or private sale, in such county and at such place as Mortgagee may elect, without demand for performance, and out of the proceeds of said sale pay all costs and expenses of pursuing, taking, keeping, advertising and selling said chattels, including a reasonable attorney's fees, and apply the residue thereof toward the payment of said indebtedness or any part thereof, in such manner as said Mortgagee may elect, rendering the surplus, if any, unto said Mortgagor, his executors, administrators and assigns upon demand. Mortgagee may take possession of any other property in the above described chattels at the time of repossession and hold the same temporarily for the Mortgagor without any responsibility or liability on the part of the Mortgagee or its assigns.

And said Mortgagee may purchase at any such sale in the same manner and to the same effect as any person not interested herein; if from any cause said chattels shall fail to satisfy said debt, interest after maturity, costs and charges, said Mortgagor covenants and agrees to pay the deficiency.

The waiver or indulgence of any default with respect to any of the terms and conditions herein contained shall not operate as a waiver of subsequent defaults.

This mortgage shall apply to and bind said Mortgagor, said Mortgagor's heirs, personal representatives, successors and assigns and inure to the benefit of said Mortgagee, said Mortgagee's heirs, personal representatives, successors and assigns. Mortgagor acknowledges the receipt of a true copy of this mortgage at the time of execution hereof.

The above described goods and chattels when not in use will be stored at Private Public Garage located at \_\_\_\_\_  
 Street \_\_\_\_\_ City **Eureka** State **Nevada**

IN WITNESS WHEREOF the Mortgagor has hereunto set his hand and seal this **6th** day of **November**, 19 **44** at Reno, Nevada.

*John D. Hart* (Mortgagor Sign Here) (SEAL)

Witness: \_\_\_\_\_

\_\_\_\_\_  
 Mortgagor's Address—Make sure this is correct

Address: \_\_\_\_\_

\_\_\_\_\_  
 (Mortgagor Sign Here) (SEAL)

STATE OF NEVADA, COUNTY OF Washoe, TO WIT:

I HEREBY CERTIFY that on this 6th day of November, 1944 before me, the subscriber, a NOTARY PUBLIC in and for said State and County aforesaid, personally appeared John D. Hart

known to me to be the Mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged to me that He executed the same as mortgagor(s).

WITNESS my hand and Notarial Seal

*[Signature]*

Notary Public.

My commission expires September 8, 1947

**RECORDED**

CHATTEL MORTGAGE

FROM

*J. Lee W. Hart*

Mortgagor

TO

COMMERCIAL CREDIT CORPORATION

File No. 25200 Mortgage

Filed  
Presented for record on the 13th

day of Nov. 1944 at 4

o'clock P.M. and filed.

*[Signature]*  
Clerk

*[Signature]*  
Recorder