

$3\frac{1}{2}\%$ per month on unpaid bal. up to \$100.00 3% over \$100.00 up to \$300.00
over \$300.00 \$5.00 Minimum Chg.
DUPLICATE AUTOMOBILE INSTALLMENT NOTE

\$ 331.00

No.

Elko

Nevada, January 10th, 1945

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

AMERICAN CREDIT CORPORATION OF NEVADA

at its Elko Branch, in the city of Elko _____ DOLLARS,
the sum of Three hundred Thirty One and 00/100 _____ Dollars,
in 12 equal successive monthly instalments of Twenty Seven and 59/100
(\$ 27.59) each beginning Feb. 10th. 19 45, and Twenty Seven and 59/100

On the 10th. of each and every month untill paid in full

All delinquent instalments to bear interest at the rate of _____ 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 attorney's fees as the Court may adjudge reasonable.

This note is executed in conjunction with a loan on 1945 Chev. 2ton Pickup Truck _____ Automobile.

Motor No. AT2210386 and Serial No. 6J301 3732

R. W. Smith

DUPLICATE AUTOMOBILE CHATTEL MORTGAGE

No.

THIS MORTGAGE, made this 10th day of Jan. 19 45, by R. W. Smith _____ State of Nevada.

of Bireka _____ County of Bireka _____

by occupation Fish Creek Ranch _____ hereinafter designated as MORTGAGOR, to

AMERICAN CREDIT CORPORATION OF NEVADA, a corporation duly organized and existing under and by virtue of the laws of the State of Nevada, and having its principal place of business in the City of Reno, State of Nevada, And _____ 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 Equipment: Standard Cyl.	Type of Body	Model Letter or Number	Manufacturer's Serial No.	Motor No.
Used	Chevrolet	6	Pickup	AT.	6J301 3732	AT221086

Now and to be permanently garaged in the City of _____ County of _____ State of Nevada, together with all equipment, parts, appliances and appurtenances now or hereafter to be ~~added~~ ~~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 \$ 331.00 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, collections 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, repair-ing rehabilitating or storing of said automobile together with interest at _____ % on any delinquent instalments from date of maturity until paid are 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 on permission given 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 the 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 automobiles 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.

Mortgagor agrees to 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 also 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 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 Mortgagee 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 mortgage 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 being 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 hereby, with the interest thereon, and any surplus of such proceeds 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 the 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 hereafter accruing.

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

Mortgagor: _____

Number _____

Street _____

City _____

**Automobile
Chattel
Mortgage**

R. W. Smith MORTGAGOR

Elroka, Nevada

**AMERICAN CREDIT CORPORATION
OF NEVADA**

~~American Credit Corporation~~ MORTGAGEE

65 Sierra Street, Reno, Nevada

Filed at the request of
Joseph Girola
January 15, 1945 at
4 P.M.

Peter Marshall
Recorder

STATE OF NEVADA

On this 13th day of January ss.

ACKNOWLEDGMENT

in the County of Washoe, 1945, before me,
Joseph Girola, a Notary Public in and for the said Washoe

County and State, personally appeared R. W. Smith

known to me to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he
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.

[Signature]
NOTARY PUBLIC in and for the said
County of Washoe, State of Nevada.

My Commission expires January 12, 1946