

CHattel Mortgage

THIS MORTGAGE, made March 15 1945, by Charles R. Dayton, of Ely, Nevada, Mortgagor, to E. G. HINDS, of Ely, Nevada, Mortgagee, WITNESSETH:

That Mortgagor mortgages to Mortgagee the following described property, and/or as the case may be, property listed on the reverse side hereof, together with all equipment, appliances, and/or appurtenances, now placed or hereafter to be placed thereon, situated at Ely Nevada:

	NEW OR USED	MAKE TRADE NAME	TYPE OF BODY	MODEL	Manufacturer's SERIAL NO.	MOTOR NO.
ONE AUTOMOBILE						
ONE AUTOMOBILE	1938	Plymouth	6 Dr. Sedan			P2-410238
	used					

as security for the payment to said Mortgagee of the sum of \$ 351.00 being the actual amount lent and paid to the Mortgagor, \$ 200.00 and the additional sums of \$ 3.75, notary, filing, recording and releasing fees, and \$ 25.00, insurance premium, together with charges at the rate of 3 1/2% per month on the first \$100.00 of the principal sum hereof, and at the rate of 25.00 per month on any amount over \$100.00 of the unpaid principal balance hereof, with minimum charge of \$5.00 as provided by Nevada Small-Loan Act, payable in monthly installments of not less than \$ 35.00 each. The first of such installments shall be payable on the 15th day of April, 1945 and with like successive installments on the 15th day of each succeeding month thereafter until fully paid. Each installment payment when made shall be credited first to charges as above provided for, accrued to the date of such payment, and thereafter to the then unpaid principal balance. Payment may be made in advance in any amount at any time, but shall be applied first to all charges in full at the agreed rate up to the date of such payment. A default in the payment of any installment of principal or charges hereof, or any part of either, or breach hereof by Mortgagor, shall at the option of Mortgagee, render the entire principal balance hereof, with fees and insurance premium as aforesaid, and accrued charges thereon, at once due and payable.

Mortgagor promises and agrees not to remove or permit to be removed without the State of Nevada any motor vehicle or motor vehicles mortgaged hereby, nor to remove nor permit to be removed any other property mortgaged hereby from the premises on which such property is now situated, without the written consent of the Mortgagee. Mortgagor warrants that said property is free and clear of all liens and encumbrances.

All payments hereunder shall be due and payable to Mortgagee, or his order, at the office of Mortgagee, or at such other place or places as Mortgagee or any assignee of Mortgagee may hereafter, in writing, direct, in lawful money of the United States of America.

Mortgagor promises and agrees during the continuance hereof, to keep the said mortgaged property in good condition and repair, to insure the same against loss by fire, and, in the case of any motor vehicle or vehicles mortgaged hereby, also against theft, collision, confiscation and/or embezzlement, in some insurance company satisfactory to Mortgagee, in an amount specified by Mortgagee not in excess of the value of the property, with loss payable to Mortgagee as his interest may appear, and to deliver the policy or policies to the Mortgagee as further security. In default of the Mortgagor to obtain such insurance, the 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 the Mortgagee may deem necessary.

THE FOLLOWING COVENANTS of Section 1 of an act entitled "An Act relating to mortgages of real and personal property, and to provide that certain agreements, covenants, obligations, rights and remedies thereunder may be adopted by reference," approved March 23, 1927, being Section 1 of Chapter 109, Statutes of Nevada, 1927, and being Section 4330 of Nevada Compiled Laws, 1929, are hereby adopted and made a part of this mortgage: Covenants Nos. 1; 2 (25%); 3, (12%); 4; 5; 6; 8; 9; 12; 13 (terms thereof specifically applicable to mortgage of livestock hereby adopted and made applicable to this mortgage); and 15.

And Mortgagor further promises and agrees that in the event that a sale be made of the mortgaged property without court proceedings, under the provisions of Covenant No. 13 made applicable hereto, and the proceeds of such sale after deducting charges and expense incurred in or in connection with such sale prove insufficient to cover the sum or sums then due or payable under the lien of this mortgage, the Mortgagee or his assignee may then bring a court action for a deficiency judgment thereon.

The undersigned Mortgagor hereby acknowledges receipt of a copy hereof.

IN WITNESS WHEREOF, the Mortgagor Charles R. Dayton hereunto subscribed h name Charles R. Dayton the day and year first thereinabove written.

Charles R. Dayton

STATE OF NEVADA, } ss.
County of White Pine.

On this 15th day of March, 1945, personally appeared before me, a Notary Public in and for said county and state, Charles R. Dayton, 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 subscribed my name and affixed my official seal at my office in said county and state the day and year in this certificate first above written.

Commission Expires 10/31/48

George H. C. Judd
Notary Public in and for said county and state

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

LISTS OF CHATELS MORTGAGED:

NO. WHEN FILED	PLACED NAME	TYPE OR CLASS	SERIAL NO.	REMARKS

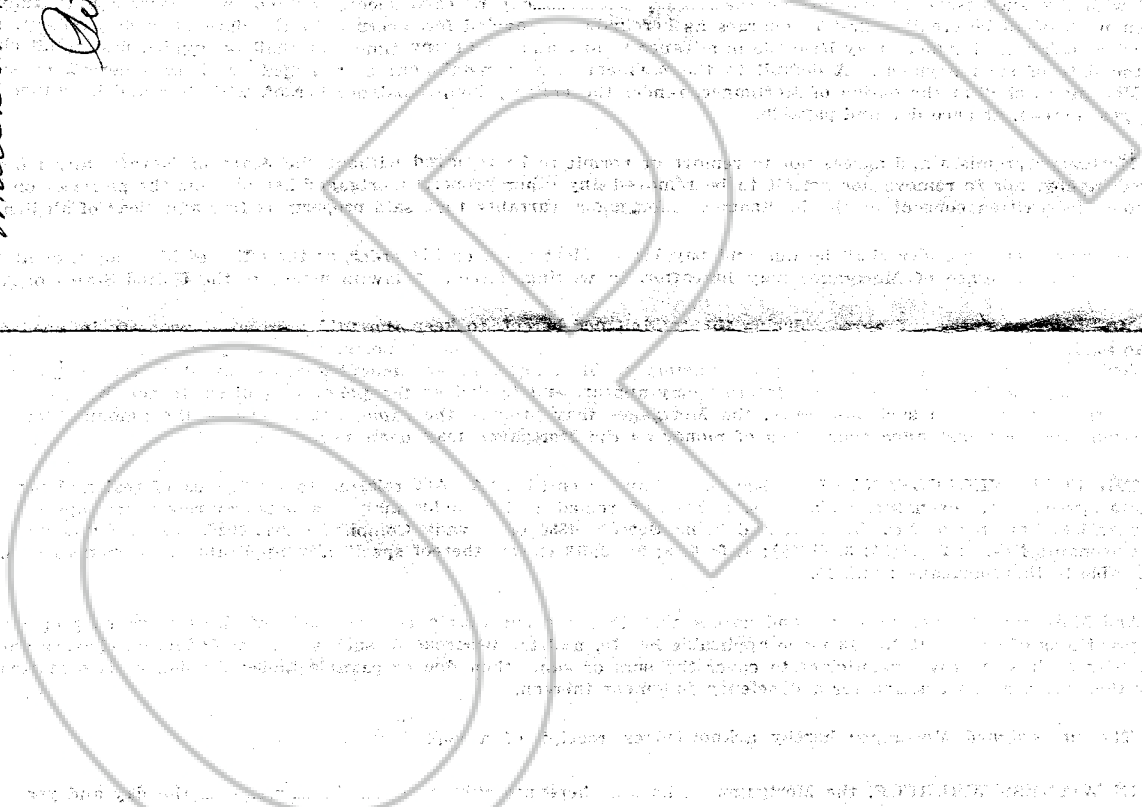
*Charles R. Dayton
to
E. H. Hinds*

File No. 25269

*Filed at the request of
E. H. Hinds*

March 21 - 1945 at 10:35 AM

*Peter S. Sinaldo
Recorder*

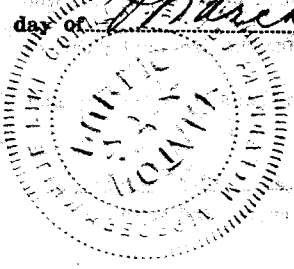


Also all other personal property belonging to Mortgagor, mortgagors, or any of them, located in, on, at, or about the premises designated in the second paragraph hereof.

STATE OF NEVADA,
COUNTY OF WHITE PINE.

I, *George M. Salden*, 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 *15th* day of *March*, 19*45*.



George M. Salden
Notary Public,
In and for White Pine County, State of Nevada.

