	File	NO. 3/403		
Waldo Bozarth and)		\ \	
Nancy Bozarth	,		\ \.	
) <u>NOTE</u>	~	\ \	
to)			
	,			•
Nevada Bank of Commerce	•			
¢05 173 90	Reno	, NEVADA,	January 1	, 19 63
<u>\$95,173.80</u>				
Demand, if no demand, then J	<u>anuary 1, 196</u>	54 AFTER DATE, FOR	VALUE RECEIVED, T	HE UNDERSIGNED
PROMISES TO PAY TO THE ORDER	OF NEVADA BI	ANK OF COMMERCE		
PAYABLE AT	SOUTH RENO	OFFICE		
Ninety_Five Thousand One			00	DOLLARS
				3
In lawful money of the Unite	/ /			
able at maturity at the rate	of 6½ percer	nt per annum, from	date until paid,	together with
a reasonable attorney's fee,	if this note	e be placed with a	n attorney for col	lection or if
suit be instituted for its o	\ \	1 1		
proceed to collect both prin		/ /		
! proceed to collect both brin	icipal and int	terest./		

The makers and endorsers of this note each expressly waive demand, presentation for payment, notice of nonpayment and protest, and suit against the makers; and also agree that this note may be extended in whole or in part without their consent at or after maturity.

This note is given and received as a renewal of the unpaid balance of a notes dated 12/31/61, 11/28/62, 12/7/64, & 12/11/62, and is secured by Livestock Chattel Mortgage filed in the Office of the County Recorder of Lander, Nye and Eureka County, under File Nos. 40142, 38739 and 35860 and/or recorded in the official records of the County Recorder of

Lander, Nye and Eureka County, Nevada,	in Book a	it page
Address Austin, Nevada		Waldo Bozarth
		Waldo Bozarth
Post Office <u>% Monitor Ransh</u>	-	Nancy Bozarth Nancy Bozarth
No 506 Due		
STATE OF NEVADA)		
County of Washoe)		
On this 9 day of January A.D., 1963 Notary Public in and for the County of known to me to be the persons describe acknowledged to me that they executed purposes therein mentioned. IN WITNESS WHEREOF, I have hereunto ice in the County of Washoe, the day a	Washoe, State of Noted in and who execute the same freely and set my hand and af	evada, Waldo and Nancy Bozarth ed the foregoing instrument, who voluntarily and for the uses and fixed my official seal at my off-
(NOTARIAL SEAL)	ublic is and for Th	Nina A. Wood
My Commission expires September 8, 196		e County of Washod, State of Neva
Recorded at the request of Nevada Titl past 8 A. M.	e Guaranty Company 1	March 18, A.D., 1963 At 05 minute
		Willis A. DePaoli- Recorder.
COI	MMERCIAL CREDIT EQUI	IPMENT CORP.
	PURCHASE AGREEME	Int June 12, 1962
Mel Brown Company, Seller Idaho Falls, Idaho) 0 110 12, 1,02
Coleman Wade , Buyer P.O. Box 573, Altus, Oklahoma		
Above seller hereby sells, and undersign conditions set forth below AND ON THE I in its present condition, delivery and	REVERSE HEREOF, the	following personal property
Year N first put or MAKE AND TYPE		
into use U (Indicate New (N) if used or used (U)) MODE	L SERIAL NO.	CASH SALES PRICE
1960 U Valley Self Propelled system complete	Sprinkler	9,500.00
SCHEDULE OF SEASONAL PAYMENTS*	Sales 1. TOTAL CASH DEL.	
\$2,034.15 on Nov. 5 1962 2,034.15 on Nov. 5 1963	Cash Down Payment \$2,000	
2,034.15 on Nov. 5 1964 2,034.15 on Nov. 5 1965	Trade-in \$	
2,034.15 on Nov. 5 1966	Describe Trade-i	un.
	2. TOTAL DOWN PAYM 3. UNPAID CASH BAI	
	(1 Minus 2) 4. Filing Fee	2.00
/	 Investigation F Principal Balar 	nce
*Use spaces A. B. and C Below for EQUAL MONTHLY PAYMENT schedule	(3 plus 4 plus 7. Finance Charge	2,476.75
Buyer Promises To Pay To The Order Of Seller The TIME BALANCE OF \$	8. TIME BALANCE (5 plus 6 plus 9. Time Sale Price (2 plus 8)	7)
As shown in the above schedule of payme each, except the final instalment which 19, and on the same day of each such instalments draw interest at the highest Buyer acknowledges receipt of an equadruplicate the day and year first at DATE PROPERTY DELIVERED6-12-62	ents, or in equal is to be the amount ceeding month until tegal contract rate executed copy of this	nt then due, beginning paid. After maturity, all te.
accepted by: Mel Brown Co.	sign in ink	
/s/ Holles V. Derl Dealer Owner, Partner or Officer		/s/ Coleman Wade Buyer's Signature
WITNESSED BY:		
Witness	en e	/s/ W.P. Jackson Witness

DEALER: COMPLETE ASSIGNMENT ON REVERSE SIDE

STATE OF OKLAHOMA)
:SS
COUNTY OF JACKSON)

ACKNOWLEDGMENT BY BUYER

T	VID	TI	īΤ	DII	ΛТ

Before me, Norma Miller, A Notary Public, personally appeared

Coleman Wade, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

PARTNERSHIP

Before me,_______, A Notary Public, personally appeared_______, known to me to be one of the partners in the partnership of ______ and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledge's to me that he executed the same in said partnership name.

CORPORATION

Before me, ______, A Notary Public, personally appeared ______, known to me to be the president, or vice president, of the corporation that executed the instrument and acknowledged to me that such corporation executed the same.

10/1/62	
Date	

/s/ Norma Miller Notary Public

(NOTARIAL SEAL)

My Commission Expires: 6/27/66

PURCHASE AGREEMENT (Continued)

It is understood and agreed that this contract and seller's interest herein will be offered to Commercial Credit Equipment Corp. for discount. All payments by the buyer are to be made to the Office of Commercial Credit Equipment Corp.

Buyer agrees and represents that buyer will not assert any claim or defense which buyer might have against seller in any action by or against Commercial Credit Equipment Corp. to obtain or retain possession of the property or for any unpaid balance hereunder, or otherwise.

Buyer agrees: That title to said property shall not pass to buyer until all sums due under this contract are fully paid in cash; that no transfer, renewal, extension, or assignment of this contract or any interest thereunder, or loss, damage, injury or destruction of said property shall release buyer from his obligation hereunder; to keep said property free of all taxes, liens and encumbrances; not to conceal the property or remove it from the state or transfer any interest therein without written consent of the holder hereof; to pay all exchange charges on payments and all recording, filing and satisfaction fees in connection herewith; in the event of delinquency to pay a reasonable collection or delinquency fee to reimburse the holder hereof for expense caused thereby; that seller is authorized to correct patent errors in this contract; that seller's assignee shall be entitled to all rights of seller; that said property will be used for a commercial, industrial, or income-producing purpose.

Time is of the essence of this contract. If buyer defaults in complying with any of the terms or conditions hereof, or seller deems himself insecure or the property in danger of misuse or confiscation (of which the seller shall be the sole judge), or if a proceeding in bankruptcy, receivership or insolvency or for composition or extension of debts or other obligations be instituted by or against buyer or the said property, the full amount then unpaid hereunder shall become immediately due and payable without notice, and seller or his assignee or its agent or any sheriff or other officer of the law may either:

1. Collect the same by suit or otherwise or 2. Retake possession of said property, with or without process of law, and for this purpose may enter any premises where said property may be found and remove same, and sell said property either at public or private sale, without notice to buyer with or without having said property at place of sale, at which sale seller may bid, and apply the proceeds of said sale, after first deducting all reasonable expenses and charges of obtaining possession of said property and of said sale, including reasonable attorney's fees, to the amount unpaid hereunder, and any surplus shall be paid to, and any defiency shall be paid by the buyer, including any reasonable attorney's fees and court costs incurred in the recovery of such deficiency.

Upon repossession all payments shall be retained by the seller as compensation for use, damage and depreciation of said property and not as a penalty. Acceptance of any payments after maturity, or acceptance of a partial payment, or waiver or condonation of any other breach or default, shall not constitute a waiver of any other or subsequent breach or default or prevent seller or its assigns from immediately pursuing any or all of its remedies. Seller shall have the right to enforce one or more remedies hereunder successively or concurrently, and such action shall not estop or prevent seller from pursuing any further remedy which he may have hereunder. All notices required to be given buyer shall be properly given if mailed to buyer's address shown on the face hereof.

This agreement constitutes the entire contract between the parties, and shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns, No warranties, express or implied, and no representations, promises or statements have been made by seller unless endorsed hereon in writing. Any provision of this contract prohibited by law of any state shall, as to said state, be ineffective to the extent of such prohibition, without invalidating the remaining provisions of the contract.

SPECIAL ASSIGNMENT

For value received, we hereby sell, assign and transfer to Commercial Credit Equipment Corp., herein called "CCEC", its successors and assigns, the within contract, and all of our right, title and interest in and to the property therein described, and all rights and remedies thereto, including the right to collect all instalments due thereon and the right either in our or CCEC'S name, to take all such proceedings, legal or otherwise, as we might have taken, save for this assignment. This agreement is made pursuant to the terms of agreements between CCEC and us and is subject to our undertakings to: CCEC contained therein.

Dated			• • • • • • • • • • • • • • • • • • • •		* * 1 * * 1				ا داده المحادثة المح	
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	•		Ву				The state of the s			
					(Offic	ial Ti	tle)	-		

REGULAR ASSIGNMENT

For value received, we hereby sell, assign and transfer to Commercial Credit Equipment Corp., herein called "CCEC", its successors and assigns, the within contract, and all of our right, title and interest in and to the property therein described, and all rights and remedies thereto, including the right to collect all instalments due thereon and the right either in our or CCEC's name to take all such proceedings, legal or otherwise, as we might have taken, save for this assignment. We warrant that the contract is genuine, enforceable, and the only contract executed for the property described therein; that all statements therein contained are true, and that the property was delivered to and accepted by buyer. In event of breach of any of these warranties, we will purchase said contract from CCEC immediately upon demand, and will pay CCEC therefor an amount equal to the unpaid balance owing thereon, plus any costs or expenses incurred by CCEC inconnection therewith.

If CCEC should repossess or come into the possession of any property described in said contract, we will purchase such property immediately upon demand in its then condition and location, and will pay CCEC therefor the unpaid balance owing on said contract or that portion of the unpaid balance owing on said contract applicable to such property, plus any costs or expenses, including attorney's fees, incurred by CCEC in connection therewith. If we fial or refuse to purchase said property, then CCEC may sell the same at public or private sale with or without notice to us, and we will pay CCEC the difference between the net amount realized from such sale and the purchase price provided for above. We agree that CCEC may audit our books and records relating to contracts sold to CCEC and that CCEC may, without notice to us and without releasing our liability hereunder, grant extensions of time of payment of said contract and release any rights thereunder, and we waive presentment and demand for payment, protest or notice of protest. We shall have no authority without CCEC's prior written consent to accept collections, responses or consent to the return of said property, or modify the terms of said contract.

Dated: November 14, 1962

/s/ Mel Brown Co.

(Dealer's Corporate, Firm or Trade Name)

By: Wm. East per SA #12-99-08

(Official Title)

Recorded at the request of Commercial Credit Equipment Corp. March 20 A.D. 1963 at 07 minutes past 11 A.M.

Willis A. DePaoli - Recorder