

BR-29

## CHATTEL MORTGAGE

CHATTEL MORTGAGE FORM  
(Inanimate)

This MORTGAGE, made this 7th day of February, 19 67,  
 By Raymond W. Wallace and Lucia Wallace, his wife  
of Rixies Station - Dunphy, County of Eureka, State of Nevada,  
 by occupation Service Station Owner, hereinafter called  
 "Mortgagor", to the Nevada Bank of Commerce, a banking corporation duly organized and existing under and by virtue of the laws  
 of the State of Nevada, hereinafter called "Mortgagee".

WITNESSETH: that the said Mortgagor does hereby mortgage to said Mortgagee all the following described property, together  
 with all replacements and substitutions therefor, and all repairs, additions and improvements thereto, situated in  
Rixies Station - Dunphy, County of Eureka, State of Nevada, described as follows, to-wit:

1-5000 Gal. U.G. Fuel Oil Tanks ID# G-2094  
 1-8000 Gal. U.G. Fuel Oil Tank ID# G-2244  
 1-10,000 Gal. Vertical Diesel Tank ID# G-2460  
 4-Wayne 734 Electric Pumps w/auto nozz. 84372-107215-214-217  
 5-Sets Economy Light ENA-0-496-1500 MA Fixt. Mod. 2-E Holders  
 1-Tank Float  
 2-Prefabricated steel islands  
 1-Wayne 410. P2 Electric pump #113590  
 3-Steel island  
 1-Wayne 2 HP Compressor 240v 3/phase 3108vs. MEL2598  
 1-Used tire changer Coats 2-Star  
 1-Wayne 410 Pump #113583  
 5-4"x17' light poles with hose hooks

as security for the payment to said Mortgagee of the sum of Fourteen Thousand Seven Hundred & NO/100 Dollars  
(\$14,700.00) in lawful money of the United States of America on the 7th day of February, 19 73, with interest  
 thereon at the rate of eight percent (8%) per annum, as evidenced by, and according to the terms of that certain promissory note, made,  
 executed and delivered by said Mortgagor to said Mortgagee, dated the 7th day of February, 19 67, and maturing the 7th day of  
February, 19 73, in the principal sum of Fourteen Thousand Seven Hundred & NO/100 Dollars  
(\$14,700.00) with interest thereon at the rate of eight percent (8%) per annum; also as security for the repayment of any sums,  
 indebtedness and obligations owing by or due from, or hereafter to become owing by or due from said Mortgagor, or the personal representatives, heirs  
 or assigns of said Mortgagor, to said Mortgagee, its successors or assigns; also as security for the repayment of all present and future demands of any  
 kind or nature which Mortgagee, its successors or assigns, may have against said Mortgagor, whether created directly or acquired by assignment,  
 whether absolute or contingent, whether due or not, or whether otherwise secured or not, or whether existing at the time of the execution of this instrument  
 or arising thereafter; provided that the maximum amount to be secured hereby at any one time shall not exceed the total sum of  
Twenty Thousand and NO/100 Dollars (20,000.00); also as security for the  
 repayment of all sums or amounts that are necessarily advanced or expended by the Mortgagee, its successors or assigns, for the maintenance or pre-  
 servation of the property, or any part thereof, described in this mortgage.

This mortgage shall extend to cover and secure any and all extensions and renewals of said note or notes, and any and all other indebtedness  
 and liabilities of said Mortgagor, whether as principal, surety, or guarantor, or otherwise, to the Nevada Bank of Commerce, its successors or assigns,  
 whether evidenced by note or otherwise, now existing or hereafter existing, during the term of this mortgage.

Said Mortgagor hereby declares and hereby warrants to said Mortgagee that said Mortgagor is the absolute owner and in possession of all of said  
 mortgaged property hereinabove described, and that said mortgaged property is free and clear of all liens, encumbrances and adverse claims whatsoever.

The following covenants, to-wit: numbers 1, 2 (attorney's fees reasonable), 3 (interest 8 % per annum), 4, 5, 6, 8, 9, 12, 14, and 15 of

hereby adopted and made a part of this mortgage.  
 It is further agreed that said Mortgagor will at all times keep the hereinabove described property insured against loss or damage by fire, theft,  
 collision, or other casualty to the amount of at least the sum of ACV Dollars

(ACV), in some reliable insurance company or companies, approved by the Mortgagee, whch loss, if any, payable to said Mortgagee  
 and said Mortgagor as their interest may appear, and that said Mortgagor will deliver the policy or policies thereto to said Mortgagee to be held by  
 said Mortgagee as further security. In default of said Mortgagor to obtain such insurance, said Mortgagee may procure the same, not exceeding the  
 amount aforesaid, and add the premium therefor to the mortgage debt.

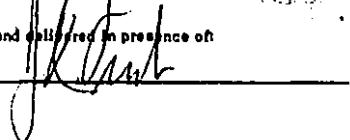
It is further agreed that upon default of any of the terms, conditions, covenants, or agreements herein contained and provided for, upon default  
 in the payment of any note or notes, sum or sums of money, or the interest thereon, secured by this mortgage, or upon any sale, or any attempt to sell  
 the hereinabove described property, or any part thereof, or to remove said property, or any part thereof, from said county or from its present location, or  
 upon the insolvency of said Mortgagor, or the seizure of said property, or any part thereof, by any process of law, or in the event said Mortgagee or any  
 holder of said note or notes, or other evidences of indebtedness, shall at any time feel unsafe or insecure from any cause, then and in any of the  
 foregoing events, said Mortgagee, or its agents, successors or assigns, are hereby authorized to declare the note or notes or other evidences of indebt-  
 edness immediately due and payable, whether matured or not, and to take actual possession of said property; and the said Mortgagee may, without  
 forewarning and without legal proceedings, and without any previous demand therefor, with or without the aid of assistance of any person or persons,  
 enter upon the premises of said Mortgagor, or such place or places as the property subject to the lien of this mortgage may be found and take  
 and carry away the mortgaged property or any part thereof, and the Mortgagee may, with or without notice to said Mortgagor, sell the same without notice  
 of sale, by advertisement or otherwise, asell and dispose of the hereinabove described property, or so much thereof as may be necessary to pay the  
 amount and sums secured by this mortgage, at either public or private sale, for the best price that can be obtained; and out of monies arising therefrom,  
 said Mortgagee shall pay the sum or sums then due and payable under the lien of this mortgage, the interest thereon, and all charges and expenses  
 incurred in the taking and selling the mortgaged property or any part thereof, and any other expenses and charges incurred by said Mortgagee, and all  
 other sums secured by any of the terms of this mortgage, and after making said payments, the surplus, if any, shall be paid to said Mortgagor.

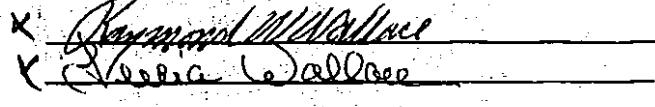
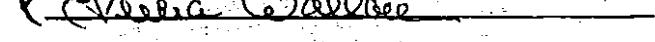
And it is further agreed that said Mortgagee is expressly authorized and empowered, upon any such sale of the mortgaged property, to make and  
 execute such bills of sale or other conveyances necessary to convey to the purchaser or purchasers thereof an absolute title in the property so sold; and  
 it shall not be necessary for the purchaser or purchasers at any such sale or sales made hereunder to inquire into or in any way be or become respons-  
 ible for the actual existence of the contingency or contingencies upon which such sale or sales shall be made by said Mortgagor, and title to the  
 purchaser or purchasers of the property so sold shall be good and sufficient; and it is further agreed by said Mortgagor that the decisions of said  
 Mortgagee as to the actual existence of the contingency or contingencies upon which such sale or sales as aforesaid is or may be predicated, shall  
 be conclusive and binding upon said Mortgagor; and said Mortgagor, upon default and sale as aforesaid, hereby waives any and all rights of redemption  
 and any and all rights to claim an permanent non-removable fixtures, any of the property hereinabove described, and hereby consents to the removal  
 of said property and paying the same from the proceeds of the sale.

It is further agreed that the above and foregoing remedy afforded the Mortgagee in case of default, or breach, or the happening of any of the  
 events as above set forth, shall be merely cumulative and not exclusive of any other remedy by way of foreclosure, or otherwise, afforded the Mortgagee  
 under the law of this state, or of any other state in which the mortgaged property may be situated.

IN WITNESS WHEREOF, these presents have been executed by said Mortgagor the day and year first above written.

Signed, sealed and delivered in presence of:



K   
 K 

**CHATTTEL  
MORTGAGE**

**MORTGAGOR****NEVADA BANK OF COMMERCE****MORTGAGEE****STATE OF NEVADA**County of Washoe**ACKNOWLEDGMENT**On this 8 day of February

Nina A. Wood

a Notary Public in and for the said Washoe

County and State, personally appeared Raymond W. Wallace and Junia Wallace  
 known to me to be the person (s) whose name (s) are subscribed to the within instrument and acknowledged to me that  
they executed the same freely and 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 first above written.



**NINA A. WOOD**  
 Notary Public—State of Nevada  
 Washoe County  
 My Commission Expires Sept. 8, 1967

NOTARY PUBLIC in and for the City of RenoCounty of Washoe

State of Nevada

My Commission expires

**STATE OF NEVADA**

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_

A. D. one thousand nine hundred and

personally appeared before me \_\_\_\_\_, a Notary Public in and for said  
 County of \_\_\_\_\_

Known to me to be the \_\_\_\_\_  
 of the corporation that executed the foregoing instrument, and upon oath, did depose that  
 he is the officer of said corporation as above designated; that he is acquainted with  
 the seal of said corporation and that the seal affixed to said instrument is the corporate  
 seal of said corporation; that the signatures to said instrument were made by officers of  
 said corporation as indicated after said signatures; and that the said corporation executed  
 the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at  
 my office in the County of \_\_\_\_\_, the day and year in this certificate  
 first above written.

File No. 44267RECORDED AT THE REQUEST OF  
Title Ins. & Trust Co.

February 17, A. D. 1967.

at 56 minutes past 10 A.M.in Book 18 of OFFICIAL RECORDSPage 121-122 Records ofEUREKA COUNTY, NEVADANina A. Wood

Recorder

Fee 5.05

My commission expires \_\_\_\_\_

County of \_\_\_\_\_

WashoeI, Nina A. Wood, a Notary Public in and for the County of Washoe

State of Nevada, duly commissioned and sworn, do certify that on this 8th day of February, 1967,  
 I carefully compared the within copy of said Chattel Mortgage with the original thereof, and that the same  
 is a true, full and exact copy of said original.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the County of  
Washoe, the day and year in this certificate first above written.

**NINA A. WOOD**  
 Notary Public—State of Nevada  
 Washoe County

**NINA A. WOOD**  
 NOTARY PUBLIC in and for the County of Washoe  
 State of Nevada.

My Commission expires

My Commission Expires Sept. 8, 1967