

BR-29

CHattel Mortgage

CHattel Mortgage Form
(Inconmate)

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 -, County of Eureka, State of Nevada, described as follows, to-wit:
Dunphy

- 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 Flxt. 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 3/phase 3108vs MEL2598
- 1-Used tire changer Coats 2-Star
- 1-Wayne h10 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 or 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, or his successors or assigns, or otherwise, to the Nevada Bank of Commerce, its successors or assigns,
whether evidenced by note or otherwise, now existing or hereafter arising, and hereby authorized to deliver the note or notes or other evidences of indebt-
edness hereby declared 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
NRS. 106.020 are

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, with 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 therefor 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 premiums 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 Mortgagor or any
holder of said note or notes, or other evidences of indebtedness, shall at any time fail to make or insure from any cause, then and in any of the
foregoing events, said Mortgagee, or its agents, successors or assigns, are hereby authorized to deliver 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
foreclosure and without legal proceedings, and without any previous demand therefor, with or without the aid or assistance of any person or persons,
enter upon the premises of said Mortgagor, or such place or places as any of 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 said Mortgagee may, with or without notice to said Mortgagor and with or without notice
of sale, by advertisement or otherwise, sell 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 overplus, 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 respon-
sible for the actual existence of the contingency or contingencies upon which such sale or sales shall be made by said Mortgagee, 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 decision 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 predicted, 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 a permanent non-removable fixture, any of the property hereinabove described, and hereby consents to the removal
of said property or any part thereof, from the premises where same may be found at the time of said default.

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
[Signature] X Raymond W. Wallace
[Signature] X Lucia Wallace

CHattel MORTGAGE

MORTGAGOR

TO

NEVADA BANK OF COMMERCE

MORTGAGEE

STATE OF NEVADA

County of Washoe

ACKNOWLEDGMENT

On this 8 day of February, 1967, before me,

Nina A. Wood, a Notary Public in and for the said Washoe

County and State, personally appeared Raymond W. Wallace and Lucita 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

Nina A. Wood
NOTARY PUBLIC in and for the City of Reno
County of Washoe State of Nevada

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.

My commission expires

File No. 44267

RECORDED 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 RECORDS

Page 121-122 Records of

EUREKA COUNTY, NEVADA

Recorder

Fee \$ 5.05

STATE OF NEVADA

County of Washoe

I, 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
My Commission Expires Sept. 8, 1967

Nina A. Wood
NOTARY PUBLIC in and for the County of Washoe
State of Nevada.

My Commission expires