

# NOTE AND LIEN AGREEMENT

No. \_\_\_\_\_  
 \$ 963.00 Canyon, Texas, August 7, 1967  
 (Date)

FOR VALUE RECEIVED, I, we, or either of us, the undersigned, jointly and severally, promise to pay to the order of West Texas State Bank of Canyon at its (his) office in Canyon, Texas, the sum of Nine hundred sixty three & no/100 Dollars in 1 installments payable as follows, to-wit: \$ 963.00 on the 7th day of August, 1968, and \$ \_\_\_\_\_ on the \_\_\_\_\_ day of each succeeding month thereafter, up to and including the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, and \$ \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, together with interest thereon at 10 per cent per annum after maturity. In the event any such payment hereby provided for shall not be made in the manner and at the time hereby required, the undersigned hereby agree(s) to pay to the holder of this note, a late charge not to exceed five cents for each one dollar of such payment(s) plus actual expenses incurred in collection.

To further secure this obligation the undersigned has given a lien dated August 7, 1967 against a certain motor vehicle (vehicles) now located in the County of Randall, State of Texas, to-wit:

One 1967 Ford Pick-Up Motor No. F10YKA 74315

including all equipment, repairs, replacements, accessories and parts attached or added to the property, which shall at once by accession become a part thereof; said lien, evidenced by the title certificate(s) to said vehicle (vehicles) issued in the name of the undersigned; said motor vehicle being fully described in said certificate and is made a part of this agreement.

It is intended that the above-described lien is to secure the payment of this and of all other indebtedness now due and owing by the undersigned to the holder hereof, and any and all indebtedness of the undersigned hereafter to become due and owing the holder hereof, its (his) successors, assigns or legal representatives, whether evidenced by note, overdraft, or otherwise, which said indebtedness now

accrued or hereafter to accrue it is agreed shall all be payable to the order of the holder hereof at its (his) office in Canyon, Texas, and bear interest at the rate of ten per cent (10%) per annum from date of accrual until paid; and the same shall stand secured by and payable under this lien with the other indebtedness herein mentioned; and any renewals of the same, or any part thereof, with interest thereon, together with any sum or sums advanced or that may during the life of this lien be advanced, or paid to, or for the account of the undersigned, or expended in repairing or improving said property, and also any other indebtedness for which the undersigned may be or become liable to the holder hereof, either as principal, endorser, surety or guarantor.

As a part of the conditions of the above-described lien, contract the undersigned further promises that he will use said motor vehicle with reasonable care, skill and caution, and keep same in good repair and under shelter, and WILL NOT USE OR PERMIT SAME TO BE USED FOR HIRE OR IN VIOLATION OF LAW, and will not permit the same to be damaged, injured or depreciated, and will not attempt to sell, assign or dispose of said motor vehicle or any interest therein; or remove, or permit the same to be removed, from the county in which it is now located, as above indicated, without the written consent of the holder hereof, and will not encumber or permit any encumbrance, of any character whatsoever against the same; and that he will pay all taxes that may be levied against said motor vehicle.

The undersigned further covenants and agrees to keep said motor vehicle insured against loss or damage by fire and theft, tornado, hail and collision; loss if any, payable to the holder hereof as its interest may appear, said insurance to be in companies and amounts satisfactory to the holder hereof; and in case the undersigned shall neglect or refuse to obtain said insurance or pay such taxes as aforesaid, then the holder hereof may at its option obtain such insurance and pay all such taxes and assessments aforesaid; and all sums of money thus expended are hereby secured by these presents and shall be repayable with legal interest upon demand, and may be retained by the holder hereof from the proceeds of the sale of said motor vehicle herein authorized.

In case default be made in the payment of any debt or interest hereby secured, or any of the said notes, or any extension or renewals thereof, or if the undersigned shall fail to keep and perform any of the covenants, stipulations and agreements herein contained on his part to be performed, or if the holder hereof shall at any time deem said debt or said security unsafe or insecure, then upon the happenings of said contingencies or any of them, the holder hereof may at its option (notice of which option is hereby expressly waived) foreclose this lien by action or otherwise, and the holder hereof is hereby authorized to enter upon the premises where said motor vehicle may be, and remove and sell the same and all equity of redemption of the undersigned herein, either at public auction or private sale at

Canyon, Texas, or elsewhere, without demand for performance, and out of the proceeds of said sale pay the cost of foreclosing the lien and the expense of pursuing, taking, keeping, advertising and selling said motor vehicle, including a reasonable attorney's fee, and apply the residue thereof towards the payment of said indebtedness or any part thereof, in such manner as said holder may elect, rendering the surplus, if any, unto the undersigned, his or their executors, administrators and assigns upon demand.

It is understood and agreed that failure to pay this Note or any installment, either of principal or interest hereon when due, or the failure to perform any of the agreements herein contained, shall, at the election of the holder of said note, mature the said note, and same shall become at once due and payable.

Any suit to foreclose this lien agreement may be brought in Randall County, Texas.

The undersigned jointly and severally, waive presentment for payment, demand, protest, notice thereof and dishonor, and abstinence in collecting, and consent that the time of payment may be extended from time to time without notice, and agree that additional makers, co-makers, guarantors, and sureties, may become parties hereto without notice to us, or any of us, without affecting our liability hereon. If default be made in any payment of this note, or of any of the compensation when due hereunder and this note be placed in the hands of an attorney for collection, or suit is brought thereon, we, the parties hereto, jointly and severally agree to pay in addition to the amount legally due hereunder the sum of ten per cent (10%) of said amount due, principal and interest, as an attorney's fee, if collected by an attorney with or without suit.

## SIGNATURES

Address Eureka, Nevada

Address \_\_\_\_\_

Address \_\_\_\_\_

File No. 45287

RECORDED AT THE REQUEST OF

Clay CooperSeptember 18, A. D. 19 67at 30 minutes past 10 A. M.In Book 20 of OFFICIAL RECORDSPage 403-404 Recorder ofEUREKA COUNTY, NEVADAWillis A. McFarlin

Recorder

Fee \$ 3.00

The West Texas State Bank of Canyon, Canyon, Texas hereby releases this mortgage and all claims on the described vehicles. Dated this 22nd day of August, 1968.

David Levens  
President

West Texas State Bank of Canyon

RECORDED AT THE REQUEST OF  
Bruce DuRoseon January 7, 19 70at 50 minutes past 10 A. M.In Book 34 of OFFICIALRECORDS, page 157-158 RECORDSOF EUREKA COUNTY, NEVADAWillis A. McFarlin

Recorder

File No. 52016 Fee \$ 4.00

ENDORSEMENTS

ORIGINAL AMOUNT OF NOTE \$

	Date	Paid on Principal	Balance
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