

CHATTEL MORTGAGE

STATE OF TEXAS
COUNTY OF Nacogdoches

KNOW ALL MEN BY THESE PRESENTS:

That I, we or either of us, D. E. Ramsey of Timpson, Shelby County, Texas, in consideration of One Dollar (\$1.00) in hand paid by Allied Truck & Tractor Co., Inc. of Nacogdoches, Texas, the receipt whereof is hereby acknowledged, have Bargained, Sold and Conveyed and by these presents do hereby Bargain, Sell and Convey unto the said Allied Truck & Tractor Co., Inc. of Nacogdoches, Texas, the following described personal property, to-wit:

QUANTITY	DESCRIPTION OF ARTICLE	MANUFACTURER	SERIAL #
One	Used Farmall Cub Tractor		35622
One	Used Cub-22 Mower		
One	Used Cub-6 Tool Bar Bedder		
	//////////		

TO HAVE AND TO HOLD the same to the use of the said Allied Truck & Tractor Co., Inc. of Nacogdoches, Texas, his heirs and assigns forever.

And I, (we) bind myself (ourselves) my (our) heirs, executors and administrators to warrant and forever defend the title of said property unto the said Allied Truck & Tractor Co., Inc. of Nacogdoches, Texas, his heirs and assigns, against the lawful claims of any persons whomsoever, said property to remain in my possession, subject to the conditions herein contained.

The foregoing sale, however, is intended as a mortgage to secure the payment of my (our) indebtedness to Allied Truck & Tractor Co., Inc. of Nacogdoches, Texas, the same being evidenced by note of even date herewith, in the principal sum of \$ 522.50, payable at Nacogdoches, Texas, on or before July 1, 1954, and bearing interest at the rate of 8%,

per annum, from maturity, said note providing for the payment of 10 per cent attorney's fees on the amount then due if placed in the hands of an attorney for collection, and that failure to pay any installment on the principal or interest when due shall, at the election of the holder, mature the entire note.

Provided, nevertheless, that if said mortgagor shall pay said note according to the tenor and effect thereof, said conveyance shall become null and void, otherwise to remain in full force and effect.

The mortgagor hereby expressly agrees and covenants that on default of payment of principal or interest, or any sale, or any attempt to sell said goods or chattels, or any part of them, or to remove them, or any part of them, from the present location, or upon any seizure of them, or any part of them, by any process of law, or if any holder of said note shall at any time feel unsafe or insecure from any cause, then and in that event said mortgagee or his assigns, agents, or representatives is hereby authorized, at his option, to declare all of said indebtedness due and to take actual possession of said property, and to sell the same at public auction for cash, at Nacogdoches, Nacogdoches County, Texas, with or without having possession of the said property at said sale, after having given notice of the time, place and terms of said sale, as the law requires for the sale of personal property under execution. And the proceeds arising from such sale shall be applied first to the payment of said expenses of said sale and then to the satisfaction of all indebtedness due said mortgagee, the balance, if any, to be held subject to the order of the undersigned. The said mortgagee or his assigns shall have the power to receive said money and make Bills of Sale of said property. Mortgagor hereby expressly waives any claim, action or right of action of any kind whatsoever against mortgagee, his heirs or assigns, growing out of the removal, repossession or retention of said property, or otherwise.

This mortgage is executed in three copies, one of which remains in the custody of Allied Truck & Tractor Co., Inc. of Nacogdoches, Texas, another to be registered at the office of the County Clerk and a third to the undersigned, either of which shall be admissible in evidence as the original.

Witness my hand this 16 day of July, 19 52

D. E. Ramsey

Witness:

Levern P. King
Herman King

Nacogdoches, Texas

\$ 522.50 July 16, 19 52

FOR VALUE RECEIVED, and in installments as hereinafter set out, I, we or either of us, promise to pay to the order of Allied Truck & Tractor Co., Inc., at his office in Nacogdoches, Nacogdoches County, Texas, the sum of Five hundred twenty-two and 50/100 Dollars, together with interest thereon from maturity at the rate of 8 per cent per annum.

The principal of this note is payable in _____ monthly installments of \$ _____ each, the first installment being due and payable on or before the _____ day of _____, 19 _____, and one installment to become due and payable on or before the _____ day of each and every succeeding month thereafter until the whole principal sum is paid. or

	DUE	MONTH	DAY	YEAR	\$	DUE	MONTH	DAY	YEAR
	130.63	12	1	52					
	130.63	7	1	53					
	130.62	12	1	53					
	130.62	7	1	54					

This note is payable at Allied Truck and Tractor Co., Nacogdoches, Texas and all due payments shall bear interest from maturity at the rate of ten per cent per annum.

We, the makers, sureties, endorsers, guarantors and all parties to this note hereby severally waive presentment for payment, notice of non-payment, protest notice of protest, and we and each of us consent that the payee or other holder of this note may at any time and from time to time, upon the request of agreement with any of us, extend the date of maturity hereof, without notice to any of the other makers, sureties, endorsers, guarantors, or other parties is note, who shall remain bound for the payment hereof.

If this note is not fully paid at maturity and is placed in the hands of an attorney for collection or if any suit or other judicial proceeding is instituted or hereon, or if it is collected through a Probate or Bankruptcy proceeding, then the undersigned promises to pay an additional amount of ten per cent on the principal and interest then due, as attorneys fees.

Failure to pay any installment of principal or interest on this note when due shall, at the election of the holder hereof, mature the entire indebtedness.

D. E. Ramsey

Res. 11.82

Vertical text on the left margin: D. E. Ramsey, Nacogdoches, Texas, July 16, 1952

ASSIGNMENT WITH RECOURSE

FOR VALUE RECEIVED, I do hereby assign and transfer to Commercial Nat'l Bank, Nacog. Tex its assigns, all my right, title, and interest in and to the within note, as well as the chattel mortgage securing same, and all my rights, liens and powers under same.

IN WITNESS WHEREOF, I have hereunto set my hand, at Nacogdoches, Texas, this 21 day of August, 1952

Allied Truck and Tractor Co., Inc

E. D. Henley

CHATTEL MORTGAGE

— TO —

ALLIED TRUCK & TRACTOR CO., INC.

NACOGDOCHES, TEXAS

Mortgagee

Filed on the 22 day of Aug

1952 at 8 o'clock, A.M.

Frank Campbell

Clerk of the County Court of

Henley

County, Texas

By

Deputy

FOR VALUE RECEIVED, and in installments as hereinafter set out, I, we or either of us, hereby severally and jointly, our heirs, assigns, executors, administrators, and assigns, do hereby assign and transfer to the undersigned, his heirs, assigns, executors, administrators, and assigns, all my right, title, and interest in and to the within note, as well as the chattel mortgage securing same, and all my rights, liens and powers under same.

YEAR	MONTH	DAY	AMOUNT
1952	7	1	130.00
1952	7	1	130.00
1952	7	1	130.00

This note is payable to Allied Truck and Tractor Co., Nacogdoches, Texas. The principal of this note is payable in monthly installments of \$130.00 each, the first installment being due and payable on or before the 1st day of July, 1952, and each installment to become due and payable on or before the 1st day of each and every succeeding month thereafter until the whole principal sum is paid.

130.63
130.63
130.63
130.63

DATE PRINCIPAL INT BALANCE

ALLIED TURCK & TRACTOR CO. 13218

D. E. Ramsey Mt. Int. \$35.62

Balance \$522.50

12-28-52	130.63		391.87
7-2-53	130.63		261.24
11-9-53	131.24		130.00

*Alt #1
Timpson, Texas*

