K 3298

CHATTEL MORTGAGE

For and in consideration of One Dollar cash in hand to me/us paid, receipt of which is hereby acknowledged, and the other considerations hereinafter stated, I/we, hereinafter referred to as Mortgagor, have bargained and sold, and by these presents do hereby sell, assign, transfer, and convey unto George Vole Motor Company, hereinafter referred to as Mortgagee, its successors and assigns, the following described motor vehicle(s) with equipment and accessories and/or the following described chattel:

1 1960 Dixie Queen Electric Range
1 1952 8' Crosley Refrigerator
1 1957 Silvertone 17" portable television
1 Bendix Semi-auto washer
1 1956 Bendix Electric Dryer
1 3 piece Bedroom Suite
1 Dining Room Suite
(4 chairs, buffet & china cabinet)

The above described property is located in _____ County, Tennessee State.

I/we covenant with said Mortgagee that I am (we are) lawfully possessed of said property, have a good right to convey same, and that same is unencumbered; and I/we do warrant the title thereto to the said Mortgagee, its successors and assigns, against the lawful claims of all persons; that same will not be removed from the State of Tennessee without the prior written consent of the Mortgagee; will not sell, transfer or otherwise dispose of any equity or interest that I/we might have in said property, without the prior written consent of the Mortgagee; that I/we are 21 years of age or older and legally qualified to contract under State Laws of Tennessee; *will keep said property in good repair and condition, ordinary wear and tear excepted; permit the holder of the indebtedness hereby secured, in person or by agent, at any and all times, to have access to said property and to enter on the premises wherein the same may be, for the purpose of examining the same; will not use said property in violation of any municipal, state or Federal laws; will give the holder of the indebtedness hereby secured immediate written notice in the event of loss or damage to said property; maintain upon said property such insurance as may from time to time be required by the holder of the indebtedness hereby secured.* But this sale and conveyance is upon the following uses, trusts, and conditions and no other, viz.: to secure the payment of the following indebtedness (or any renewal or renewals thereof), to wit: One promissory note of even date herewith, signed by me/us, payable to the order of the Mortgagee, in the principal sum of $ 1665.00 payable in 30 ~~weekly~~ monthly installments, commencing on the 18th day of October, 19 61, together with interest on each of said installments after maturity at the legal rate of interest and a reasonable attorney's fee, if same is placed in the hands of an attorney for collection. *The owner of the indebtedness hereby secured may, at his discretion, advance and pay such sums as may be proper to satisfy taxes, maintain insurance and repairs, and protect and preserve the property, and such amounts so paid shall be held and treated as part of the indebtedness hereby secured.*

Now if I/we shall truly keep and fully perform each and all of the above covenants and warranties and shall pay said indebtedness, together with interest as the same becomes due, then this sale and transfer shall be void, and otherwise remain in full force and effect. But if I/we fail to pay said indebtedness as the same matures, together with interest and attorney's fees, then at the option of the lawful holder thereof, all of said indebtedness then unpaid will become due and payable, and such owner or holder of said indebtedness, or said Mortgagee, after advertising said property as is provided by law may sell said property to the highest bidder for cash, *free of all exemptions and right of redemption, all of which are hereby expressly waived and relinquished,* and apply the proceeds to the payment, first, of the expenses of said sale, second, to the payment of said indebtedness with interest and attorney's fees, and, third, any balance to be paid to the undersigned, his assigns, or his order.

It is expressly agreed that I/we will surrender possession of said property upon demand whenever default is made hereunder and without the necessity of legal process, and that said mortgagee, or the lawful owner or holder of said indebtedness may enter upon the premises of the mortgagor to secure possession of said property without liability by reason of such entry.

It is agreed that the failure of the mortgagee or the holder of the indebtedness hereby secured to exercise any right he may have hereunder upon any default in any of the provisions hereof, herein shall not be a waiver of any rights on account of any subsequent defaults said rights being continuing.

Executed at Nashville, Tennessee, this 18 day of Sept., 19 61

The insurance provided for in connection with this Chattel Mortgage does not provide Liability Insurance for Bodily Injury or Property Damage.

X _____

X _____

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned by his endorsement hereon does hereby sell, assign, and transfer to

the foregoing chattel mortgage and all of the right, title, and interest of the undersigned, in and to the property therein described and warrants that said instrument is genuine and in all things what it purports to be; that all parties thereto have the capacity to contract; that the undersigned has title to said property and has a right to transfer title thereto; (and that this instrument has been, or will be promptly recorded, if deemed necessary by assignee).

_____

By: _____ Title

ACKNOWLEDGMENT BY ASSIGNOR

STATE OF _____

COUNTY OF _____

Before me, a Notary Public, in and for said County and State, personally appeared _____, with whom I am personally acquainted, and who upon oath acknowledged himself to be the _____ of the within named bargainor, and that as such official, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal, this _____ day of _____, 19 _____

_____

Notary Public

60035

CHATTEL MORTGAGE

J. D. Bennett Ltd

Geo Cole Motor Co
22 Mc Ferrin St.

REGISTER'S OFFICE
STATE OF TENNESSEE
DAVIDSON COUNTY
Received for record 26 day of SEP A.D. 1961 at 8:20 o'clock A M
Noted in Book 99 Page 571
Recorded in Book _____ Page _____
Recording Fee $2.00
WALTER P. WILSON, Register
By _____ D.C.

Mail

ACKNOWLEDGMENT BY MORTGAGOR:

THE STATE OF Tennessee
Williamson COUNTY.

I, C. E. Eastman, Clerk of the County Court of said County in the State aforesaid, hereby certify that J. D. Bennett, whose name is signed to the foregoing conveyance, and who is personally known to me, personally appeared and acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand this 26th day of September, A.D. 1961

C. E. Eastman, Clerk

A.D. Jackson, D.C. (or other title may be).

2063

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