

CONDITIONAL SALES AGREEMENT AND
CHattel MORTGAGE WITH NOTE

\$ 110⁰⁰

FROM

J.B. York

2615 South St Mt Airy N.C.

TO

Surrey Sales Co.
~~GRANITE CITY MOTOR COMPANY~~

Mount Airy, N. C.

Due 19....

Book, Page

FEES

Probate \$

Certificate and Seal \$

Registration \$

Filed for registration at o'clock M.,

..... 19...., and registered

in the office of the Register of Deeds of

County, in Book, Page

..... 19....

Register of Deeds.

Seventeen months after date
Eighteen months after date.

CONDITIONAL SALES AGREEMENT AND CHATTEL MORTGAGE

NORTH CAROLINA, Surry County.

Mount Airy, N. C.,

MAY 30TH 1932

This is to witness, that I have this day received of ~~GRANITE CITY MOTOR COMPANY~~ *SURRY SALES CO -* hereinafter known as vendor, the following property to-wit: *Chevrolet Sedan 1927 3492855*

(Make)

(Type)

(Year)

(Motor No.)

which I agree to purchase from the Vendor at the price of (\$ *175.00*) Dollars, which includes carrying charges to

be paid as follows: (\$ *65.00*), or trade, and the balance (*110.00*), *One Hundred Ten and no/100* Dollars in installments as follows:

\$ <i>110.00</i>	One month after date.	\$ <i>11.00</i>	Seven months after date.	\$	Thirteen months after date.
\$ <i>11.00</i>	Two months after date.	\$ <i>11.00</i>	Eight months after date.	\$	Fourteen months after date.
\$ <i>11.00</i>	Three months after date.	\$ <i>11.00</i>	Nine months after date.	\$	Fifteen months after date.
\$ <i>11.00</i>	Four months after date.	\$ <i>11.00</i>	Ten months after date.	\$	Sixteen months after date.
\$ <i>11.00</i>	Five months after date.	\$	Eleven months after date.	\$	Seventeen months after date.
\$ <i>11.00</i>	Six months after date.	\$	Twelve months after date.	\$	Eighteen months after date.

Said deferred payments are evidenced by promissory note of even date herewith (but not as payment thereof), bearing interest from date at the highest lawful rate per annum.

Title to the car and extra equipment shall not pass by delivery to the buyer but shall remain vested in and be the property of the seller or assigns until the purchase price has been fully paid. Buyer agrees to operate and control said car in conformity with all laws and ordinances and to indemnify and save harmless the seller from any and all loss, or damage to persons or property caused by said car or by the use and operation thereof to which the seller might possibly be subjected.

Buyer agrees and acknowledges that the within contract covers all conditions and agreements between the parties, that the loss, injury or destruction of said car shall not release said buyer from payments as provided herein. Buyer hereby acknowledges receipt of and accepts the car, having first examined and tested the same and found same in sound and first class condition, and agrees to keep the car insured against loss by fire and theft with insurance companies acceptable to the seller for not less than the amount owing, and until fully paid, payable to and to protect the interest of the seller, and the seller may place, continue and renew said insurance for the buyer at the buyers' expense if the seller so elects.

Buyer agrees to pay all the taxes, license fees or charges against said car and to keep same in good condition, and that any equipment, repairs or accessories placed upon said car shall be at the buyer's expense and become a component part thereof and included in the terms of this agreement. Buyer further agrees not to use or permit said car to be used for passenger hire.

Buyer further agrees that he will not use or cause or permit to be used the car herein mentioned for the transportation of liquor, wines or other beverage, for personal or commercial use, prohibited by the Federal or State statute to be transported, and it is hereby agreed that should the car hereinbefore described be used for such purpose or any other unlawful purpose, it shall be considered as a default under the agreement, whether or not there shall be a default under any other terms or conditions thereof, which shall entitle the holder hereof to immediate and continued possession of the car herein described.

Should the buyer fail to keep and perform any or all his agreements herein contained, and to promptly pay at maturity any and all sums hereunder, or if said car is removed or attempted to be removed from the State in which the buyer now resides, or to be otherwise disposed of, or if buyer shall lend, sell or encumber, or shall attempt to sell or encumber said car or in case of misuse or abuse thereof, or whenever the seller or his assigns shall deem the debt insecure, said seller may without any demand or notice take possession of said car and equipments, wherever found and without process of law, and all rights of the buyer hereunder shall cease and terminate thereupon absolutely. Buyer does hereby expressly waive any right of action against the seller growing out of the removal, repossession or retention of said car or otherwise, and hereby consents that upon any default (or in the event of the buyer, for any reason gives up or loses possession of the car), all unpaid balance of said purchase price and note representing the same shall forthwith become due and payable.

This agreement shall apply to and bind the heirs, executors, administrators and assigns of the buyer, and shall inure to the benefit of the seller, seller's heirs, executors, administrators, successors and assigns, and contains the entire agreement between the parties hereto, their agents or employees, either verbal or written.

And to further secure the payment of the above described note I do hereby convey to ~~GRANITE CITY MOTOR COMPANY~~ *Surry Sales Co* these articles or personal property to-wit:

But on this special trust, that if *J.B. York* fails to pay said debt in the manner set forth above, then ~~GRANITE CITY MOTOR COMPANY~~ *Surry Sales Co* may sell said property, or so much thereof as may be necessary, at public auction for cash, first giving twenty days notice at three public places, and apply the proceeds of such sale to the discharge of said debt and interest on same, and pay any surplus to *J.B. York*

Given under my hand and seal, this the *30TH* day of *May* 1932.
Signed, sealed and delivered in presence of: *C. S. Clark* *J.B. York*

Schedule of Payments

\$ <i>110.00</i>	One month after date.
\$ <i>11.00</i>	Two months after date.
\$ <i>11.00</i>	Three months after date.
\$ <i>11.00</i>	Four months after date.
\$ <i>11.00</i>	Five months after date.
\$ <i>11.00</i>	Six months after date.
\$ <i>11.00</i>	Seven months after date.
\$ <i>11.00</i>	Eight months after date.
\$ <i>11.00</i>	Nine months after date.
\$ <i>11.00</i>	Ten months after date.
\$	Eleven months after date.
\$	Twelve months after date.
\$	Thirteen months after date.
\$	Fourteen months after date.
\$	Fifteen months after date.
\$	Sixteen months after date.
\$	Seventeen months after date.
\$	Eighteen months after date.

\$ *110.00* Mount Airy, N. C., *MAY 30TH 1932*
SURRY SALES CO

For value received I promise to pay to the order *One Hundred Ten and no/100* DOLLARS.

at the time or times stated in the Schedule of Payments hereon at any bank, with interest on each installment *from Maturity* at the highest lawful rate. I, we, do hereby authorize irrevocably, any attorney to appear for me, us, after maturity of the whole or any part hereof in any court of record in the United States, in term or vacation, and to waive the issue and services of process and to confess a judgment against me, us, in favor of the payee or any subsequent holder hereof, for such amount as may appear to be unpaid hereon, and all other expenses including attorneys' fees incurred in collecting any amount owing hereunder, which I, we, agree to pay and to release all error and waive all right of appeal, I, we, hereby waive presentment, protest, notice of protest and all benefit of valuation, appraisement and exemption laws. This note becomes immediately due and payable (less any payments made hereon) in event of non-payment at maturity of any installment scheduled hereon.

J.B. York (SEAL)

(SEAL)

.....Six months after date
.....Twelve months after date
.....Eighteen months after date

Said deferred payments are evidenced by promissory note of even date herewith (but not as payment thereof), bearing interest from date at the highest lawful rate per annum.

Title to the car and extra equipment shall not pass by delivery to the buyer but shall remain vested in and be the property of the seller or assignee until the purchase price has been fully paid. Buyer agrees to operate and control said car in conformity with all laws and ordinances and is indemnify and save harmless the seller from any and all liability which the seller might possibly be subjected to caused by said car or by the use and operation thereof to which the seller might possibly be subjected.

The execution of the foregoing instrument was this day.....before me by.....

Let the same with this certificate be registered.

Witness my hand this the.....day of.....19.....

Buyer agrees to pay all the taxes, license fees or charges against said car and to keep same in good condition, and that any equipment, repairs or accessories placed upon said car shall be at the buyer's expense and become a component part thereof and included in the terms of this agreement. Buyer further agrees not to use or permit said car to be used for passenger hire.

Buyer further agrees that he will not use or cause or permit to be used the car herein mentioned for the transportation of liquor, wines or other beverages for personal or commercial use, prohibited by the Federal or State statute to be transported, and it is hereby agreed that should the car hereinafter described be used for such purpose or any other unlawful purpose it shall be considered as a violation of the agreement, and the holder thereof shall be liable to the holder thereof to the extent of the damages which shall be caused by such use.

Should the buyer fail to keep and perform any or all the agreements herein contained, the holder thereof shall be liable to the holder thereof to the extent of the damages which shall be caused by such use.

State of North Carolina, Surry County.

The foregoing certificate of.....a notary public in and for the aforesaid county and state is adjudged to be correct. Let the instrument with the certificate be registered.

(SEAL)

.....Sixteen months after date
.....Seventeen months after date
.....Eighteen months after date