

WAIVER OF RIGHTS IN PERSONAL PROPERTY

WHEREAS, the undersigned has an interest as the

- ☒ owner
☐ lessor or sublessor
☒ mortgagee or beneficiary of a deed of trust
☐ conditional sale vendor
☐ other (specify: _____)

in certain real property (the "Premises") presently occupied by James Minor d/b/a San Jacinto Packing Co. (the "Lessee") and located at _____

No. & Street City or Town County State Zip Code

a legal description of which Premises follows:

See attached Exhibit A.

WHEREAS, the undersigned's deed, lease, deed of trust, mortgage, conditional sale contract or other instrument creating an interest in the Premises is recorded in the office of the County Recorder, County of Eureka, State of Nevada in Book No. 44 at Page No. 382;

WHEREAS, the Lessee and John Hancock Financial Services, Inc., a Delaware corporation (the "Lessor"), have entered into a Lease/Acceptance Supplement thereto dated _____ (herein called the "Lease") under the terms of which the Lessor will lease to the Lessee certain equipment and other personal property (the "Equipment") which may be located upon the Premises and is identified in Schedule A attached hereto;

WHEREAS, the Lessor as a condition to leasing the Equipment to the Lessee requires that this Waiver be executed by the undersigned and recorded;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the undersigned agrees with the Lessor as follows:

1. The undersigned hereby waives, and agrees with the Lessor not to assert, any claim against or lien upon or interest in the Equipment, such waiver to be effective until such time as all rentals and other amounts payable by the Lessee under said Lease shall have been paid to the Lessor in full.
2. The Equipment may be located upon, affixed or attached to, or incorporated in, the Premises, may be removed from the Premises, and, as between the undersigned and the Lessor may be abandoned on the Premises.
3. The Equipment is, and shall at all times be deemed to be and remain, personal property, and shall not be deemed to be affixed to, or a part of, the Premises by reason of the manner of its installation or by reason of being attached in any manner to the Premises.
4. The undersigned shall permit the representatives of the Lessor to enter upon the Premises to exercise any right the Lessor may have under the terms of said Lease or hereunder and shall look only to the Lessee, his or its heirs, successors or assigns, for any damage caused by the exercise of said rights.

5. This Waiver shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned and shall be enforceable by the successors and assigns of the Lessor.

Executed as an instrument under seal this _____ day of _____, 19____ at _____.

For individuals:

(name of signatory)

(signature) (Seal)

For corporations, trusts and associations:

The Travelers Insurance Company

(name of entity)

(Corporate Seal)

Attest: Neil Hamilton
(Neil Hamilton)

By Emil A. Schmitt

Title: Regional Vice President

Name: _____

For individuals:

STATE OF _____) SS.:
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally appeared _____, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as his/her free act and deed.

Notary Public _____

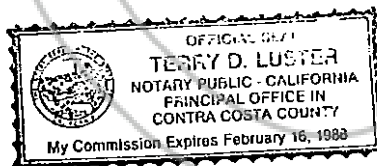
(Notarial Seal)

My Commission Expires: _____

For corporations, trusts and associations:

STATE OF CALIFORNIA) SS.:
COUNTY OF Contra Costa)

On this 4th day of April, 19 84, before me appeared Emil A. Schmitt to me personally known, who, being by me duly sworn, did say that he is the Regional Vice President of THE TRAVELERS INSURANCE COMPANY and that the seal affixed to said instrument is the seal of said corporation, trust or association, and that said instrument was signed and sealed on behalf of said corporation, trust or association by authority of its board of directors or trustees, and said Neil Hamilton acknowledged said instrument to be the free act and deed of said corporation, trust or association.



Notary Public Terry D. Luster

(Notarial Seal)

My Commission Expires: 2/16/88

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SCHEDULE A

4 Valley Pivots Model 4865 1308' length.

COPY

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624 RV.21

DESCRIPTION

Situate in the State of Nevada, County of Eureka, and described as follows:

PARCEL I

TOWNSHIP 21 NORTH, RANGE 53 EAST, M.D.B. & M.

Section 20: W 1/2

Section 29: N 1/2

PARCEL II

TOWNSHIP 21 NORTH, RANGE 53 EAST, M.D.B. & M.

Section 20: E 1/2

EXCEPTING THEREFROM, all potassium, oil and gas as reserved in Patent dated March 13, 1963 executed by UNITED STATES OF AMERICA to JAMES J. KAHLE, recorded May 3, 1963 in Book 26 of Deeds at Page 426, Eureka County, Nevada records.

PARCEL III

TOWNSHIP 21 NORTH, RANGE 53 EAST, M.D.B. & M.

Section 22: E 1/2

Section 27: E 1/2

EXCEPTING THEREFROM, all oil, gas, potash and sodium as reserved in Patents executed by UNITED STATES OF AMERICA to THOMAS H. GALLAGHER AND JOHN B. BONDS, recorded April 9, 1964 in Book 3 of Official Records at Page 555 and December 30, 1964 in Book 6 of Official Records at Page 348, Eureka County, Nevada.

PARCEL IV

TOWNSHIP 21 NORTH, RANGE 53 EAST, M.D.B. & M.

Section 28: All

EXCEPTING THEREFROM all oil and gas as reserved in Patents executed by UNITED STATES OF AMERICA to DOROTHY S. GALLAGHER and MILLIE S. SEWELL recorded December 30, 1964 in Book 6 of Official Records at Pages 349 and 350, Eureka County, Nevada records.

As to the foregoing parcels, subject to all rights of way, reservations and easements of record.

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OFFICE OF RECORDS
EUREKA COUNTY, NEVADA
M.M. REBALEAU, REGISTER
FILE NO. 95347
1973.2.00

4 SEP 4 11:26

RECORDED AT REQUEST OF
EUREKA COUNTY, NEVADA
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