

Submitted for Recordation
By and Return to

Branch
Address
City
State
Zip

Bank of America
National Trust and Savings Association
Sacramento Dealer Center #1042
P.O. Box 255789
Sacramento, California 95865

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CONSENT TO REMOVAL OF PERSONAL PROPERTY AFFIXED TO REAL PROPERTY

WHEREAS, the undersigned has an interest either as owner, lessor, mortgage holder, trust deed holder or seller under a conditional contract of sale in the real property situated at 14th Street, Diamond Valley, 18 miles north of Eureka, Nevada County of Eureka, State of Nevada, legally described as:

SEE ATTACHED EXHIBIT

which real property is hereinafter called "the Real Property";

WHEREAS, Donald F. Palmore and Eliza M. Palmore, hereinafter called "Debtor," in order to induce Bank of America NT&SA, hereinafter called "Secured Party," to extend credit or financial accommodations to it, has or will execute a Security Agreement granting to Secured Party a security interest in and to the following described collateral:

1980 60x14 Concord 060, Serial #291-060-5671

which collateral is hereinafter called "the Personal Property"; and

WHEREAS, the Secured Party as a condition to extending credit or financial accommodations to Debtor requires the undersigned's consent to the removal of the Personal Property.

NOW, THEREFORE, for a good and sufficient consideration, receipt of which is hereby acknowledged, and to induce Secured Party to extend credit or financial accommodations to Debtor, the undersigned agrees with the Secured Party as follows:

1. The Personal Property shall be deemed to be personal property and shall not be considered a part of the Real Property, regardless of whether or by what means it is or may become attached or affixed to the Real Property.
2. The undersigned has not and will not claim any interest in the Personal Property which is superior to that of Secured Party, and the undersigned hereby subordinates its interest in the Personal Property to the security interests which Secured Party now has or may hereafter acquire therein.
3. The undersigned consents to the Secured Party, its agents, employees and invitees entering upon the Real Property for the purpose of exercising any right Secured Party may have under the terms of any security agreement with Debtor or otherwise, and to remove the Personal Property.
4. In the event of a default by Debtor under its present or future agreements with Secured Party, and provided Secured Party is authorized to do so under its agreements with Debtor or has obtained Debtor's consent, the undersigned consents to Secured Party's entering upon the Real Property to do any or all of the following with respect to the Personal Property: assemble, have appraised, display, operate, maintain, remove, repair, prepare for public or private sale, exhibit, and sell.
5. In the event that Debtor fails to make any payment of rent to the undersigned, the undersigned shall notify Secured Party, and Secured Party shall have the right and license, at its discretion, to occupy the Real Property for the purposes described in Paragraph 4 above, for a period of up to ninety (90) days. Secured Party shall, in that event, pay the undersigned, periodically, a daily license fee equivalent to one-thirtieth (1/30th) of the minimum monthly rental provided for in the lease agreement between the undersigned and Debtor, until Secured Party vacates the Real Property. Secured Party shall have seven (7) days from the time it receives notice from the undersigned to decide to exercise its right and license to occupy the Real Property.
6. Should the undersigned for any reason terminate or refuse the right of the Debtor to locate the Personal Property on the Real Property, the undersigned shall give to Secured Party not less than sixty (60) days advance written notice of the termination or refusal to renew.

This agreement shall be interpreted under the laws of the State of California, and shall inure to the benefit of and be binding upon the successors, heirs and assigns of the undersigned and Secured Party.

IN WITNESS WHEREOF, the undersigned has executed this agreement at Eureka, Nevada on the 28th day of September, 1984

1st X Donald F. Palmore
Donald F. Palmore

X Eliza M. Palmore
Eliza M. Palmore

INDIVIDUAL ACKNOWLEDGMENT

State of ~~California~~ Nevada
County of Eureka
On this 28th day of September, in the year 84, before me, Jean Shangle
a Notary Public in and for the Eureka County, personally appeared DONALD F & ELIZA M. Palmore
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is subscribed to this instrument, and acknowledged that he (she or they) executed it.

(SEAL)

WITNESS my hand and official seal,

Jean Shangle
Notary Public in and for the Eureka County and State.

My commission expires _____ 19____



EXHIBIT

TOWNSHIP 22 NORTH, RANGE 54 EAST, M.D.B.&M.

Section 28: S1/2

TOGETHER WITH any and all buildings and improvements situate thereon.

TOGETHER WITH the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TOGETHER WITH all water, water rights, right to the use of water, dams, ditches, canals, pipelines, reservoirs, wells, and all other means for the diversion or use of water appurtenant to the said property, or any part thereof.

RECORDED AT REQUEST OF
Bank of America
BOOK 129 PAGE 165

84 OCT 17 11:09

OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
J.R. NEDELL, RECORDER
FILE NO. 96311
FEE \$ 6.00

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