138491

(6002814-000,60) (5002771)

SEVERANCE AGREEMENT

WHEREAS, the undersigned hold certain interests in the below described real property; and

WHEREAS,			DANIEL H. RUSSELL					a.		("Lessee"),
has e	entered	into	that c	ert	ain	Lease	Agreem	nent	dated	
	0-20-91									Corporation
("FCI	["Le	ase"	for t	he	leas	se of (certain	st	ructures	and/or
	oment de ipment")		bed bel	.OW	or o	on the	attach	ed s	sheet(s)	(the

One 1,340 ft. Lindsay Zimmatic pivot S/N: 39451

WHEREAS, Lessee represents and warrants that the Equipment is located at Willows Ranch.

Eureka County, State of Nevada which real property is more fully described below or on the attached sheet(s) (the "Property"):

"Exhibit A"

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the parties hereto from the making of such Lease the undersigned hereby agree with FCL that:

- 1. The Equipment shall remain severed from the Property; and
- 2. Even if attached to the Property, the Equipment shall retain its personal character, shall be removable from the Property, shall be treated as personal property with respect to the rights of the parties, and shall not become fixtures or a part of the Property; and
- 3. Title and ownership of the Equipment shall remain with FCL; and
- 4. The Equipment shall not be subject to the lien of any secured transaction or instrument heretofore or hereafter arising against the Property or any other structure to which it is placed; and
- 5. FCL, its agents and assigns, shall have full access upon the Property to inspect, repair, rebuild, disassemble, or remove the Equipment without further notice to, or further permission of, charge for, or obligation to, the undersigned, and in the event of default by Lessee in the payment or performance of any of Lessee's obligations and liabilities to FCL, FCL may

PLEASE RETURN TO:

FARM CREDIT LEASING SERVICES CORPORATION
ATTN: LEASE PROCESSING
RIVERPLACE, SUITE 300
10 SECOND STREET N.E
MINNEAPOLIS, MN 55413

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remove the Equipment or any part thereof from the Property without objection, delay, hindrance or interference by the undersigned and in such case the undersigned will make no claim or demand whatsoever against the Equipment. In the event of any such default by Lessee, at FCL's option, the Equipment may remain upon the Property free of rent or any charge for use and occupancy for a period not exceeding three (3) months after the receipt by FCL of written notice from the undersigned directing removal. FCL shall repair damage to the Property caused by FCL's removal of the Equipment; and

- 6. The Equipment may remain on the Property without charge for the duration of the Lease and for a reasonable time thereafter, in order that FCL may remove the Equipment, and
- 7. FCL may agree with Lessee, without affecting the validity of this Agreement, to extend, amend or in any way modify the terms of payment or performance of any of Lessee's obligations and liabilities to FCL, without the consent and without giving notice thereof to the undersigned.

All of the undersigned agree that FCL may sell, transfer, convey, or assign its interest in the Lease to any other persons or entities and that the terms of this Severance Agreement will remain fully valid and in effect and binding upon the undersigned for the benefit of the above referenced persons or parties.

This Severance Agreement binds all of the undersigned, their (its) heirs, personal representatives, successors and assigns and shall inure to the benefit of FCL, its successors and assigns.

deprovided, however, the Equipment may be moved to another location on the Property.

Upon termination of the Lease
This Severance Agreement shall terminate and be of no further force
and effect whatsoever and said Equipment shall be deemed to be affixed
to and be a part of the Property, subject to the lien and interest of
the Deed of Trust or Mortgage and any related security documents held by
Metropolitan Life Insurance Company ("Metropolitan"). Metropolitan's
consent to this Severance Agreement is further conditioned upon the
consent of all other junior lienholders, if any, being obtained.
Except as expressly provided herein, Metropolitan in no way releases,
waives, or impairs the obligations of the Debtors to Metropolitan, nor
alters, changes or modifies the terms and conditions contained in the
Deed of Trust or Mortgage and related to any security documents.

ACKNOWLEDGEMENT AND CONSENT

The undersigned hereby acknowledges and consents to the terms and provisions of said Severance Agreement this 17 day of oct 1991.

Daniel H. Russell

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SIGNATURES A PROMECT OF	DATE SIGNED
The Mille Me	DATE SIGNED W-4-9 (MM) 11-4-9
Owner(s) of Real Estate by Mul	
KIAKI Y INIGERY ON POWE	11-4-91
Owner(s) of Real Estate	
Las Tannells	en al 10-17-91
Mortgagee -Metropolitan Life	Ins. M.
Mortgagee	
Lessee of Real Estate	_
Lessee of Real Estate	
Lienholder	
Lienholder	
Monte of herself an Mile	11-4-91
Lessee Work	
Lessee	
STATE OF	
COUNTY OF)ss.
On this	lay of, 19,
before me, a Notary Public, p	personally appeared
to me known to be the person	described in and who executed
the foregoing instrument, and executed the same as	acknowledge to me that he free act and deed.
(SEAL)	
My Commission expires	Notary PublicCounty, State of
, 19	State of

STATE	OF	KANS	AS)	
)	SS:
COUNTY	7 OI	г ЈОН	NSON)	

Be it remembered, that on this 17th day of October, 1991, before me the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Leo T. Rasmussen, Vice-President of Metropolitan Life Insurance Company, a New York corporation, who is personally known to me to be the Vice-President of said corporation, and the same person who executed the foregoing instrument, and he duly acknowledged the execution of the same for and on behalf of and as the act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public

NONA KAY JAIMES

Notary Public - State of Kansas

My Appl. Expires 9 - /3 - 93

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Northwest 1/4 Northeast 1/4; Northeast 1/4 Southwest 1/4. Southeast 1/4 Northwest 1/4; Southwest 1/4 Southeast 1/4

East 1/2 Southeast 1/4; Northwest 1/4 Southeast 1/4,

Northeast 1/4

EXCEPTING from all of the subject property in Section 18 and the North 1/2 Northeast 1/4, Southwest 1/4 Northeast 1/4 and Northwest 1/4 Southeast 1/4 of Section 19, all the oil and gas as reserved in Patent executed by UNITED STATES OF AMERICA, recorded October 5, 1966 in Book 12 of Official Records at page 209, Eureka County, Nevada.

Section 20: West 1/2 Southwest 1/4; Southwest 1/4 Northwest 1/4

EXCEPTING from the Southeast 1/4 Southeast 1/4 of Section 19 and the Southwest 1/4 Southwest 1/4 of Section 20 all minerals as reserved in Patent executed by UNITED STATES OF AMERICA, recorded January 2, 1969 in Book 26 of Official Records at page 534, Eureka County, Nevade

Southwest 1/4 Northwest 1/4; Northwest 1/4 Southwest 1/4. Section 29:

Southwest 1/4 Southwest 1/4

East 1/2 Northeast 1/4; Northeast 1/4 Southeast 1/4 Section 30:

ATTORNEY-IN-FACT ACKNOWLEDGMENT

State ofCALIFORNIA) sa	
County of SACRAMENTO	
On this 4th day of November	in the year 1991 , before
me, a notary public	, personally appeared
Thomas S. Van Horne	personally known to me/
proved to me on the basis of satisfacto	ory evidence to be the person whose
name is subscribed to this instrument a	as the attorney in fact of
subscribed the name of Daniel H.	Russell thereto
as principal, and his own name as attor	rney-in-fact.
	OFFICIAL SEAL
	(seal) OFFICIAL BURNETT

notary signature

signature Barbara A. Bui

BARDARA A. BURRETT OTARY PUBLIC-CALIFORMA SACRAMENTO COUNTY EXP. SEPT. 21, 1993

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EXHIBIT "A

When Recorded Return to: THOMAS S. VAN HORNE, Esquire 708 10th Street, Suite 250 Sacramento, CA 95814

GENERAL POWER OF ATTORNEY

RUSSELL, residing at the Russell Ranch, City of Folsom, County of Sacramento, State of California, do hereby nominate, constitute and appoint THOMAS S. VAN HORNE, doing business at 708 10th Street, Suite 250, Sacramento, CA 95814, my true and lawful attorney in fact, for me and in my name, place and stead, and for my use and benefit,

To ask, demand, sue for, recover, collect, and receive all such sums of money, debts, dues, accounts, legacies, bequests, interest, dividends, annuities, and demands whatsoever as are now or shall hereafter become due, owing, payable, or belonging to me and have, use, and take all lawful ways and means in my name or otherwise for the recovery thereof, by attachments, arrests, distress, or otherwise, and to compromise and agree for the same and acquittances or other sufficient discharges for the same;

For me and in my name, to make, seal, and deliver, to bargain, contract, agree for, purchase, receive, and take lands, tenements, hereditaments, and accept the possession of all lands, and all deeds and other assurances, in the law therefor, and to lease, let, demise, bargain, sell, remise, release, convey, mortgage, and hypothecate lands, tenements, and hereditaments upon such terms and conditions and under such covenants as he shall think fit;

Also to bargain and agree for, buy, sell, mortgage, hypothecate, and in any and every way and manner deal in and with goods, wares, and merchandise, choses in action, and other property in possession or in action, and to make, do, and transact all and every kind of business of whatsoever nature and kind;

And also for me and in my name, and as my act and deed, to sign, seal, execute, deliver, and acknowledge such deeds, leases, mortgages, hypothecations, bottomries, charter parties, bills of lading, bills, bonds, notes, receipts, evidence of debt, releases and satisfaction of mortgage, judgments, and other debts, and such other instruments in writing of whatsoever kind and nature as may be necessary or proper in the premises.

GIVING AND GRANTING unto my said attorney in fact full power and authority to do and perform every act necessary, requisite, or property to be done in and about the premises as fully as I might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that my said attorney shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto signed my name this

day of November, 1991.

ANIEL H. RUSSE

STATE OF CALIFORNIA)

COUNTY OF SACRAMENTO 13 LES

nor November 1., 1991, personally appeared before me, the undersigned, a Notary Public in and for said County and State, DANIEL H. RUSSELL, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the use and purposes herein mentioned.

WITNESS MY HAND AND SEAL.

OFFICIAL SEAL
BARBARA A. BURNETT
NOTARY PUBLIC-CALIFORMIA
SACRAMENTO COUNTY
MY COMM. EXP. SEPT. 21,1993

Barbara A. Burnett Notary Public

ah Berc-

Pwratty.dhr



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RECORDED AT THE REQUEST OF

FARM Cuclit Leasing

91 NOV 25 A10:06

Services Corp.

EUREKA COUNTY, NEVADA
M.N. REBALEATI, RECORDER

FILE NO. FEE 8

138491