

155971
SECURITY AGREEMENT
of Motor Vehicle

This Agreement entered into this 15 day of September, 1992

Beowawe, Nevada

By and Between KEVIN AND TERESA KIVELA (Name of the Borrower)
P.O. Box 35, Beowawe, NV 89821 (Street Address/City/State/Zip)
LEO AND GEARLD KIVELA (Name of the Lender)
13524 Tarpou Dr. Montague, CA 96064 (Street Address/City/State/Zip)

1) SECURITY INTEREST: The borrower conveys to the lender LEO AND GEARLD KIVELA, a lien and security interest in the following vehicle:
Manufacturer: John Deere Model: JD400
Year: 1968 Type of Body: Tractor
Serial Number: _____

2) TERMINATION OF AGREEMENT: This agreement terminates when a promissory note for \$ ONE THOUSAND 00/00 (\$1,000.00) dated Sept. 15, 1992 between the borrower and lender is paid in full.
3) POSSESSION OF VEHICLE: The borrower is entitled to maintain possession of the secured vehicle until the borrower fails to make timely payments on the promissory note described in Paragraph 1.
4) CONDITION OF VEHICLE: Borrower agrees to maintain the vehicle in good condition, agrees to keep the vehicle free of claims for taxes and repairs and agrees not to misuse the vehicle.
5) INSURANCE: Borrower agrees to insure the vehicle against fire, theft, and collision in the amount of \$ _____, and to provide lender with evidence that the insurance was obtained.

6) REPOSSESSION OF VEHICLE: If any payment on the promissory note described in Paragraph 1 is more than ten days late, the lender is entitled to possession of the vehicle. Before taking possession of the vehicle, the lender is required to notify the borrower by certified mail that the lender intends to repossess the vehicle. The lender may repossess the vehicle only by nonviolent means. If the borrower refuses to peacefully give up possession of the vehicle, the borrower may seek a court order requiring the borrower to give up possession. In the event that a court order to relinquish possession is necessary, the lender is entitled to recover reasonable attorney's fees.
7) ADDRESS CHANGES: The borrower agrees to inform the lender within ten days of any change of address.

WARNING

This agreement must be recorded or filed with appropriate Government Officials in your jurisdiction, such as the Recorder of Deeds or the Registrar of Titles. Check to make sure that you file a copy of this agreement in the proper Government Office(s).

In Witness Whereof, I/We have hereunto set my hand/our hands this _____ day of _____, 19____
Signature of Borrower: *Kevin Kivela*
Signature of Lender: *Leo and Gearld Kivela*
LEO AND GEARLD KIVELA (Print or type name here)
LEO AND GEARLD KIVELA (Print or type name here)

STATE OF NEVADA
COUNTY OF EUREKA
On this 26 day of OCT, 1994
personally appeared before me, a Notary Public
KEVIN KIVELA
TERESA KIVELA
personally known to me to be the person whose name(s) is subscribed to the above instrument who acknowledged that they executed the instrument.
Witness my hand and official seal
Notary Public
DENISE R. LEMLER
Notary Stamp
Eureka County, Nevada
My appointment expires Sept. 5, 1998.

SPACING BELOW THIS LINE FOR RECORDERS USE ONLY

BOOK 278 PAGE 550
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Dorinda and Kevin
94 DEC - 1 AM 11:11
EUREKA COUNTY NEVADA
M.N. REBALLET, RECORDER
FILE NO. 155971
FEES \$7.00

NAME: KEVIN AND TERESA KIVELA
ADDRESS: P.O. Box 35
CITY/ST/ZIP: Beowawe, NV 89821
If applicable mail tax statements to
NAME: LEO AND GEARLD KIVELA
ADDRESS: 13524 Tarpou Dr.
CITY/ST/ZIP: Montague, CA 96064