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This form not suitable for use as a "Consumer Lease" under U. S. Public Law 94-240, but may be used when leasing to a "natural person" if the lease period does not exceed four months. (For "Consumer Lease," see Form No. 1229).

THIS LEASE, Made and entered into this 15th day of JULY, 1983, between D & D ASSOCIATES, 5520 SYLVIA, KLAMATH FALLS, ORE., hereinafter called the lessor, and FRANK HOOPER, BOX 1133, ELKO, NEVADA, hereinafter called the lessee, WITNESSETH:

The lessor does hereby lease and demise unto the lessee, and the lessee hires from the lessor, subject to the terms and conditions hereinafter set forth, the following described personal property, to-wit: 1-USED 1979 FW60 FORD 4-WHEEL DRIVE TRACTOR S.N. X400058; MODEL RC 311H. HR. METER 712 HR.

INITIAL LEASE PAYMENT DUE ON OR BEFORE SEPTEMBER 1, 1983 OF TEN THOUSAND AND 00/100 DOLLARS. (\$10,000) THREE SUBSEQUENT LEASE PAYMENTS OF THIRTEEN-THOUSAND-NINE-HUNDRED-TWENTY-TWO AND 19/100 DOLLARS (\$13922.19) EACH, DUE AND PAYABLE ON JULY 15, 1984; JULY 15, 1985; AND JULY 15, 1986.

ANY USAGE OF SUBJECT TRACTOR EXCEEDING 350 HOURS PER YEAR SHALL BE BILLABLE AT THE RATE OF \$30.00 PER HOUR IN ADDITION TO THE ABOVE LEASE PAYMENTS. THIS CHARGE SHALL BE WAIVED IF THE LESSEE MAKES ALL OF THE ANNUAL LEASE PAYMENTS AS STIPULATED ABOVE.

LESSEE'S HEIRS, ADMINISTRATORS AND/OR ASSIGNS SHALL BE JOINTLY AND SEVERALLY LIABLE TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE.

TO HAVE AND TO HOLD the same unto the lessee from the 15th day of JULY, 1983, until the 15th day of JULY, 1987, at and for a rental for the use of said property of the sum of \$ see above per see above, payable in advance to the order of the lessor; the lessor hereby acknowledges payment by the lessee of the sum of \$ see above covering the period from see above, 19, to see above, 19; subsequent rental payments shall become due and payable on the day of

each N/A hereafter. All rents not paid when due shall bear interest after maturity at the highest lawful rate until paid. The receipt and acceptance by the lessee of the leased property shall constitute acknowledgment that the property has been found by lessee to be in good, safe and serviceable condition.

During the term of this lease the lessee will take proper care of said leased property and be responsible for and will pay all charges for upkeep and storage of said property and will make, at lessee's own expense, any and all repairs and will supply and pay for any and all parts and accessories needed to maintain said leased property in proper condition and good order. Lessee further agrees that he will not remove said leased property, or any thereof, from the address set forth below his signature hereto and that he will not sublet said property or assign this lease unless lessor's written consent has first been had and obtained.

The lessor and his representatives at all times shall have free access to lessee's premises during business hours for the purpose of inspecting said personal property or watching its use and operation or of altering, repairing, improving or adding to it or determining the nature or extent of lessee's use thereof, and the lessee shall afford the lessor and his representatives all reasonable facilities therefor. The lessor reserves the privilege of terminating this lease and removing the said leased property from the possession of the lessee on twenty-four hours written notice, if, upon inspection, lessor finds that said personal property is in any manner being abused or neglected or is being taxed beyond its capacity.

The lessee further agrees to defend, at lessee's own expense, any and all actions brought against either or both of the parties hereto for damages to persons or property caused by the leased property or by its operation, and agrees to hold lessor free and harmless of and from any and all claims and demands that may arise or be occasioned to any person or to any property by or through the use of the leased property during the term of this lease or any renewal hereof.

Time is of the essence of this contract; should lessee fail to make any of said rental payments promptly in advance as specified, or should he for any reason be or become in default in the performance of this lease, or should he sell or dispose of or attempt to sell or dispose of any of said personal property, or should any thereof be attached or levied upon or removed or attempted to be removed from said premises, or should bankruptcy or receivership proceedings be brought by or against lessee, then in any such event lessor, at lessor's option, may terminate this lease forthwith.

Upon the termination in any manner whatsoever of this lease, or of any renewal hereof, lessor shall be entitled to the immediate possession of said leased property and lessee agrees forthwith to deliver the leased property to the lessor at lessor's address below, complete and in good order and condition, reasonable wear and tear alone excepted; should the lessee fail to do, the lessor may take said personal property into his possession and for that purpose may enter the premises of the lessee and remove said personal property therefrom, in which event the lessee waives any trespass or right of action by reason of such removal. Lessee's liability for said rentals shall continue until said leased property is delivered to lessor, or possession thereof is recovered by lessor, in the condition aforesaid.

No waiver by the lessor of the nonperformance or violation of any condition of this lease or of any default hereunder shall be construed to be or operate as a waiver of any subsequent nonperformance, violation or default.

In the event of any suit or action to recover said rentals or to recover possession of said personal property, or any thereof, or to recover damages from the lessee on account of his breach of this agreement, lessee agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees to be allowed plaintiff in such suit or action and in the event any appeal is taken from any judgment or decree in such suit or action, the lessee agrees to pay such further sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal.

No agreement between the parties hereto for the sale of said personal property to the lessee has been made or is to be implied.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals in triplicate on this, the day and year first above written.

D & D ASSOCIATES
By Don Omani Lessor
Lessor's Address: 5520 SYLVIA

FRANK HOOPER
By X Frank Hooper Lessee
Lessee's Address: BOX 1133
ELKO, NEVADA 89801

KLAMATH FALLS, OR 97603

STATE OF OREGON: COUNTY OF KLAMATH:ss
I hereby certify that the within instrument was received and filed for record on the 16th day of February A.D., 1984 at 3:02 o'clock P.M. and duly recorded in Vol. M84, of Misc. on page 2517.

EVELYN BIEHN, COUNTY CLERK

by [Signature] Deputy

Fee \$ 4.00.