

This **FINANCING STATEMENT** is presented for filing pursuant to the Nevada Uniform Commercial Code

1. DEBTOR (LAST NAME FIRST) Don B. Morris		1A. SOCIAL SECURITY OR FEDERAL TAX NO.	
1B. MAILING ADDRESS Box 45		1C. CITY, STATE Overton, NV.	1D. ZIP CODE 89040
1E. RESIDENCE ADDRESS (IF AN INDIVIDUAL AND DIFFERENT THAN 1B)		1F. CITY, STATE	1G. ZIP CODE
2. ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST)		2A. SOCIAL SECURITY OR FEDERAL TAX NO.	
2B. MAILING ADDRESS		2C. CITY, STATE	2D. ZIP CODE
2E. RESIDENCE ADDRESS (IF AN INDIVIDUAL AND DIFFERENT THAN 2B)		2F. CITY, STATE	2G. ZIP CODE
3. DEBTOR(S) TRADE NAME OR STYLE (IF ANY)		3A. FEDERAL TAX NO.	
4. ADDRESS OF DEBTOR(S) CHIEF PLACE OF BUSINESS (IF ANY)		4A. CITY, STATE	4B. ZIP CODE
5. SECURED PARTY NAME Equilease Corporation MAILING ADDRESS 750 Third Avenue CITY New York, STATE N.Y. ZIP CODE 10017		5A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	
6. ASSIGNEE OF SECURED PARTY (IF ANY) NAME MAILING ADDRESS CITY STATE ZIP CODE		6A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	

7. This FINANCING STATEMENT covers the following types or items of property (if crops or timber, include description of real property on which growing or to be grown and name of record owner of such real estate, if fixtures, include description of real property to which affixed or to be affixed and name of record owner of such real estate; if oil, gas or minerals, include description of real property from which to be extracted.

~~XXXXXXXXXXXXXXXXXXXX~~

One New Lockwood MD1 L06030-10278 K1 Harvester
 Together with all ancillary equipment and appurtenances
 thereon.

#8139207

This Filing is for information only. The described property is subject to a lease agreement.

7A. Maximum amount of indebtedness to be secured at any one time (OPTIONAL)

\$

B. Check <input checked="" type="checkbox"/> If Applicable	A <input checked="" type="checkbox"/> Proceeds of collateral are also covered	B <input type="checkbox"/> Products of collateral are also covered	C <input type="checkbox"/> Proceeds of above described original collateral in which a security interest was perfected	D <input type="checkbox"/> Collateral was brought into this State subject to security interest in another jurisdiction
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9. (Date) _____ 19__

Don B. Morris

By: _____
 SIGNATURE(S) OF DEBTOR (S) (TITLE)
 Equilease Corporation

By: _____
 SIGNATURE (S) OF SECURED PARTY (IES) (TITLE)

10. This Space for Use of Filing Officer
 (Date, Time, File Number and Filing Officer)

04686

54749

LIBER 381 PAGE 2170

11. **Return Copy to**

NAME Equilease Corporation
 ADDRESS 750 Third Avenue
 CITY, STATE AND ZIP New York, N.Y. 10017

THIS SPACE FOR USE OF FILING OFFICER

EQUILEASE CORPORATION

Subsidiary of ELTRA Corporation
LESSOR

750 THIRD AVENUE

New York, N. Y. 10017

139207

LESSEE		SUPPLIER of EQUIPMENT	
Name Don B. Morris	County	Name Lockwood Corporation	Address Box 27
Address Box 45	City Overton State Nevada Zip Code 89040	City Rupert State Idaho Zip Code 83350	
PERSON TO CONTACT	TELEPHONE NO.	SALESMAN	TELEPHONE NO. 203-436-4701

QUANTITY	ITEM	MODEL NO.	SERIAL NO.	PRICE
One	New Lockwood Md1	L06030-10278XL Harvester	9749WJ	
	together with all ancillary equipment and appurtenances thereon.			

I WANT CREDIT LIFE INSURANCE

NAME OF INSURED _____

SIGNED _____

EQUIPMENT LOCATION, IF OTHER THAN ABOVE ADDRESS OF APPLICANT-LESSEE _____

NO. OF MONTHS	NO. OF RENTAL PAYMENTS	RENTAL PAYMENTS WILL BE MADE	RENTAL PAYMENT AMOUNT:	FIRST PAYMENT
36	3	MON. <input type="checkbox"/> QUAR. <input type="checkbox"/> annual	3 Payments of \$ 8,009.00 Plus Sales Tax \$ 280.32 Total \$ 8,289.32	Check For This Amount Must Accompany Lease Application. \$ 2,150.00
Annual payments to commence January 1, 1981.				1st <input type="checkbox"/> Mo. <input type="checkbox"/> Quar., and Last <input type="checkbox"/> Mo. <input type="checkbox"/> Quar. 10% F.O.

1. Lessor leases to Lessee and Lessee rents from Lessor the equipment listed above or, if separately scheduled, in the schedule hereto annexed, marked Schedule "A" and made a part hereof. Said equipment will be located at the above address and will not be moved to a new location without written permission first given by Lessor. Lessor acknowledges receipt of the first payment referred to above from Lessee. Any part of this payment not applied by Lessor as rental for the first month or quarter of the lease, shall be held as security for the performance of the terms of this lease. If Lessee is not in default hereunder, or under any other lease between the parties hereto, at the end of the term of this lease said security shall be refunded to the Lessee upon return of the leased equipment as provided in Paragraph 5 or, solely at the Lessor's option, applied toward the payment of rent due and to become due hereunder in the inverse order of their maturities. This lease shall commence on the date accepted by Lessor and Lessee shall make his next rental payment hereunder no later than 30 days (if rentals are payable monthly) or 90 days (if rentals are payable quarterly) from the commencement date, at the sole discretion of Lessor.

2. (A) LESSEE HAS SELECTED BOTH (1) THE EQUIPMENT AND (2) THE ABOVE SUPPLIER FROM WHOM LESSOR IS TO PURCHASE THE EQUIPMENT. LESSOR MAKES NO WARRANTY EXPRESS OR IMPLIED AS TO ANY MATTER WHATSOEVER, INCLUDING THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, AND AS TO LESSOR, LESSEE LEASES THE EQUIPMENT "AS IS."
(B) IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS REPRESENTED OR WARRANTED BY SUPPLIER OR IS UNSATISFACTORY FOR ANY REASON, LESSEE SHALL MAKE ANY CLAIM ON ACCOUNT THEREOF SOLELY AGAINST SUPPLIER AND SHALL, NEVERTHELESS, PAY LESSOR ALL RENT PAYABLE UNDER THIS LEASE, LESSEE HEREBY WAIVING ANY SUCH CLAIMS AS AGAINST LESSOR. LESSOR MAY INCLUDE, AS A CONDITION OF ITS PURCHASE ORDER, THAT SUPPLIER AGREE THAT ALL WARRANTIES, AGREEMENTS AND REPRESENTATIONS, IF ANY, WHICH MAY BE MADE BY SUPPLIER TO LESSEE OR LESSOR MAY BE ENFORCED BY LESSEE IN ITS OWN NAME. LESSOR HEREBY AGREES TO ASSIGN TO LESSEE, SOLELY FOR THE PURPOSE OF MAKING AND PROSECUTING ANY SAID CLAIM, ALL OF THE RIGHTS WHICH LESSOR HAS AGAINST SUPPLIER FOR BREACH OF WARRANTY OR OTHER REPRESENTATION RESPECTING THE EQUIPMENT. LESSOR SHALL HAVE NO RESPONSIBILITY FOR DELAY OR FAILURE TO FILL THE ORDER.
(C) LESSEE UNDERSTANDS AND AGREES THAT NEITHER THE SUPPLIER NOR ANY SALESMAN OR OTHER AGENT OF THE SUPPLIER, IS AN AGENT OF LESSOR. NO SALESMAN OR AGENT OF SUPPLIER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS LEASE, AND NO REPRESENTATION AS TO THE EQUIPMENT OR ANY OTHER MATTER BY THE SUPPLIER, SHALL IN ANY WAY AFFECT LESSEE'S DUTY TO PAY THE RENT AND PERFORM ITS OTHER OBLIGATIONS AS SET FORTH IN THIS LEASE.
(D) LESSEE HEREBY ACKNOWLEDGES THAT HE HAS RECEIVED A COPY OF THIS LEASE.
(E) LESSOR AGREES TO ORDER THE EQUIPMENT FROM SUPPLIER UPON THE TERMS AND CONDITIONS OF THE PURCHASE ORDER INITIALLY ATTACHED HERETO. LESSEE HEREBY AUTHORIZES LESSOR TO INSERT IN THIS LEASE THE SERIAL NUMBERS, AND OTHER IDENTIFICATION DATA, OF THE EQUIPMENT WHEN DETERMINED BY LESSOR.

THIS LEASE IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE WHICH ARE MADE A PART HEREOF AND WHICH LESSEE ACKNOWLEDGES THAT HE HAS READ.

THIS IS A NON-CANCELLABLE
LEASE FOR THE TERM INDICATED ABOVE

ACCEPTED: **OCT 31 1980**, 19____

EQUILEASE CORPORATION, Lessor

By *[Signature]* AUTHORIZED SIGNATURE

DATE **10/26**, 19**80**

Don B. Morris

LESSEE

THE UNDERSIGNED AFFIRMS THAT HE IS A DULY AUTHORIZED CORPORATE OFFICER, PARTNER OR PROPRIETOR OF THE ABOVE NAMED LESSEE, AND HAS THE AUTHORITY TO EXECUTE THIS LEASE ON ITS BEHALF.

By(X) *[Signature]* Don B. Morris TITLE **Owner**

LESSEE'S SIGNATURE IN INK IS REQUIRED ON LEASE COPIES (Pages 2, 3, & 4)

LIBER 381 PAGE 2171 4

TERMS AND CONDITIONS CONSTITUTING PART OF LEASE ON REVERSE SIDE HEREOF.

3. Lessor may inspect the equipment at any time; and Lessee agrees to keep it in first class condition and repair at Lessee's expense and house the same in suitable shelter; and not to sell or otherwise dispose of his interest therein or in any equipment or accessories attached thereto.

4. Lessee promises and agrees to pay all specified rental installments in advance on the date designated for the payment herein without demand. Said rental shall be payable at the office of Lessor, or to such other person and/or at such other place as Lessor may from time to time designate in writing.

5. No title or right in said equipment shall pass to Lessee except the rights herein expressly granted. Plates or other markings will be affixed to or placed on said equipment by Lessor or at Lessor's request, by Lessee at Lessee's expense indicating that Lessor is the owner thereof and Lessee will not remove the same. Upon the termination of the lease period, Lessee will immediately crate, insure and ship the equipment to whatever destination Lessor shall direct, all at Lessee's expense, in as good condition as received less normal wear and tear. Said equipment shall always remain and be deemed personal property even though attached to realty. All replacements, accessories or capital improvements made to or placed in or upon said equipment shall become a component part thereof and title thereto shall be immediately vested in Lessor and shall be included under the terms hereof. The Lessee agrees that the Lessor is authorized, at its option, to file financing statement(s) or amendments thereto without the signature of the Lessee with respect to any or all of the leased property or if a signature is required by law, then the Lessee appoints Lessor as Lessee's attorney-in-fact to execute any such financing statement(s) and further agrees to reimburse the Lessor for the expense of any such filing(s).

6. Lessor may assign this lease and its assignee may assign the same. All rights of Lessor hereunder shall be succeeded to by any assignee hereof and said assignee's title to this lease, to the rental herein provided for to be paid, and in and to said equipment shall be free from all defenses, setoffs or counter-claims of any kind which Lessee may be entitled to assert against Lessor, Lessee hereby waiving the same as against such assignee; it being understood and agreed that any assignee of Lessor does not assume any obligations of the Lessor herein named. It is further understood and agreed, however, that Lessee may separately claim against Lessor as to any matters which Lessee may be entitled to assert against Lessor. Lessee shall not assign, mortgage or hypothecate this lease or any interest herein or sublet said equipment without the prior written consent of the Lessor. Any assignment, mortgage, hypothecation or sublease by Lessee without such consent shall be void.

7. Lessee assumes the entire risk of loss or damages to the equipment, whether or not covered by insurance, and no such loss shall relieve Lessee of its obligations hereunder. Lessee agrees to keep the equipment insured to protect all interests of Lessor, at Lessee's expense against all risks of loss or damage from any cause whatsoever for not less than the unpaid balance of the lease rentals due hereunder or 80% of the then current value of said equipment, whichever is higher and in addition shall purchase insurance in an amount reasonable under the circumstances to cover the liability of Lessor for public liability and property damage. Said insurance policies and the proceeds therefrom shall be the sole property of Lessor and Lessor shall be named as an insured in all said policies and as sole loss payee in the policies insuring the equipment. The proceeds of such insurance, whether resulting from loss or damage or return premium or otherwise, shall be applied toward the replacement or repair of the said equipment or the payment of obligations of Lessee hereunder at the option of Lessor. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of and execute or endorse all documents, checks or drafts for loss or damage or return premium under any insurance policy issued on said equipment.

8. Lessee does hereby agree to indemnify and hold Lessor free and harmless against all claim, loss, liability and expense (including attorneys' fees) resulting from any loss or damage to the equipment and for injuries to, or deaths of persons, and damage to property, howsoever arising, directly or indirectly, from or incident to the use, operation or storage of the equipment and whether such injury or death to persons be of agents or employees of the Lessee or of third parties; it being specifically agreed to and acknowledged by the Lessee that the foregoing provision includes but is not limited to all claim, loss, liability and expense (including attorneys' fees) occurring by reason of any negligence (active or passive), omission, or other act or conduct of the Lessor or any third party acting for or on behalf of the Lessor.

9. Lessee agrees to use, operate and maintain said equipment in accordance with all laws; to pay all licensing or registration fees for said equipment; to keep the same free of levies, liens and encumbrances; to show the equipment as "leased equipment" on Lessee's personal property tax returns; to pay Lessor a sum equal to all personal property taxes assessed against the equipment, which sum Lessor shall remit to the taxing authority; to pay all other taxes, assessments, fees and penalties which may be levied or assessed on or in respect to said equipment or its use or any interest therein, or rental payments thereon, including but not limited to all federal, state and local taxes, however, designated, levied or assessed upon the Lessee and Lessor or either of them or said equipment, or upon the sale, ownership, use or operation thereof. Lessor may pay such taxes and other amounts and may file such returns on behalf of Lessee if Lessee fails to do so as provided herein. On written request from Lessor, Lessee agrees to reimburse Lessor for reasonable costs incurred in collecting any taxes, assessments or fees for which Lessee is liable hereunder and remitting the same to the appropriate authorities.

10. All advances made by Lessor to preserve said equipment or to pay insurance premiums for insurance thereon or to discharge and pay any taxes, assessments, fees, penalties, liens or encumbrances thereon shall be added to the unpaid balance of rentals due hereunder and shall be repayable by Lessee to Lessor immediately together with interest thereon at the rate of one and one-half (1 1/2%) per cent per month, if allowed by law, and if not allowed, then at the maximum rate of interest permissible in the applicable jurisdiction.

11. In the event Lessee shall default in the payment of any rent, additional rent, or any other sums due hereunder for a period of ten (10) days, or in the event of any default or breach of the terms and conditions of this lease, or any other lease between the parties hereto, or if any execution or other process shall be issued in any action or proceeding against the Lessee, whereby the said equipment may be taken or distrained, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against the Lessee or its property, or if the Lessee shall enter into any agreement or composition with its creditors, breach any of the terms of any loan or credit agreement, or default thereunder, or if the condition of the Lessee's affairs shall so change as to, in the Lessor's opinion, impair the Lessor's security or increase the credit risk involved, then and in that event the Lessor shall have the right to: (1) retake immediate possession of its equipment without any Court Order or other process of law and for such purpose the Lessor may enter upon any premises where said equipment may be and may remove the same therefrom with or without notice of its intention to do same, without being liable to any suit or action or other proceeding by the Lessee. Lessor may, at its option, sell the equipment at public or private sale for cash or on credit and may become the purchaser at such sale. The Lessee shall be liable for arrears of rent hereunder and under any other lease between the parties, if any; for any other charges due from Lessee hereunder and under any other lease between the parties, for the expense of retaking possession, and the removal of the equipment, and court costs, in addition to the balance of the rentals provided for herein, or in any renewal hereof, as well as for the balance of rentals due and to become due under any other lease between the parties, less the net proceeds of the sale of said equipment, after deducting all costs of taking, storage, repair and sale; and/or (2) accelerate the balance of rentals payable hereunder and under any other lease between the parties, thereby requiring prepayment of this lease and any other lease between the parties with all such rentals and charges due and payable forthwith upon such notice of acceleration and demand for payment, the Lessee nevertheless remaining and being liable for the return of the equipment and any loss or destruction of, or injury to, the equipment in the same manner as herein provided. The foregoing rights shall be in addition to and in limitation of the rights of a Secured Party, as set forth in the Uniform Commercial Code of the applicable jurisdiction. Should Lessee fail to make such payment after this notice and demand, Lessor shall be entitled to institute appropriate legal proceedings against Lessee with the Lessee being responsible for said rentals, charges, expenses and attorney fees in an amount equal to twenty percent (20%) of said balance of rentals, charges and expenses due at the time it is placed with an attorney, if allowed by law. In the event Lessor shall exercise any of its rights as above set forth, Lessee shall be obligated to pay, as interest, a sum equal to one and one-half percent (1 1/2%) per month, or any part thereof, on the aggregate unpaid rental payments due hereunder or under any other lease in default by reason hereof or otherwise, or until all arrears of rent are satisfied, provided said interest payments are allowed by law, and if not allowed by law, the maximum rate of interest permissible in the applicable jurisdiction. The rights granted the Lessor herein shall be cumulative and an action upon one shall not be deemed to constitute an election or waiver of the other right of action to which Lessor may be entitled. All sums due as herein above stated shall become immediately due and payable to be construed as liquidated damages rather than a penalty provision. Lessee hereby waives trial by jury.

12. In the event payment is not made when due hereunder and remains unpaid for a period of 15 days, and Lessor has not exercised its rights pursuant to Paragraph 11 hereof, the Lessee promises to pay (1) a late charge to the Lessor or its assigns not later than one month thereafter, in an amount calculated at the rate of five cents per \$1.00 of each such delayed payment (2) interest to the Lessor upon each such delayed payment calculated at the rate of one and one-half (1 1/2%) per cent per month, or any part thereof, commencing one month after the due date of the first delayed payment. The late charge and/or the interest payments set forth in this paragraph shall apply only when permitted by law and, if not permitted by law, the late charge and/or interest payment shall be calculated at the maximum rate permissible in the applicable jurisdiction.

13. The omission by the Lessor at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants or provisions hereof by the Lessee at any time designated, shall not be a waiver of any such default or right to which the Lessor is entitled, nor shall it in any way affect the right of the Lessor to enforce such provisions thereafter. The Lessor may exercise all remedies simultaneously, pursuant to the terms hereof, and any such action shall not operate to release the Lessee until the full amount of the rentals due and to become due and all other sums to be paid hereunder have been paid.

14. If the equipment or the Lessee is located in the States of California, Florida or Texas this lease, at the option of Lessor, is performable and payable in the City of Beverly Hills, California, Dade County, Florida or Dallas County, Texas respectively, and in the event that suit is brought to enforce the terms hereof the parties hereto agree that any court of competent jurisdiction situated in the aforesaid cities, counties and states shall have venue of such action; otherwise the parties agree that the interpretation and legal effect of this lease shall be governed by the laws of the State of New York.

GUARANTY

Undersigned guarantees performance of above lease by Lessee and payment of all sums due thereunder in event of default, hereby waiving notice of any modification, amendment or extension.

(Signature) _____ An Individual

Home Address _____

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LIBER 381 PAGE 2172

COPY

REQUESTED BY

Equilease Corp.

OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA

\$ 5.00 pd.

1981 MAR 26 AM 11:07

MARIE A. RABEL

RECORDER

Carol E. Hart
Dep.

LIBER

54749

381 PAGE 2173