

2004 042504

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2004 MAY 21 AM 10:20

MORTGAGE REC'D

**THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:**

**Douglas L. Wisner, Esq.
Mayer, Brown, Rowe & Maw LLP
1675 Broadway
New York, New York 10019**

TERMINATION AND RELEASE AGREEMENT

THIS TERMINATION AND RELEASE AGREEMENT (this "**Termination**") is dated as of the 31st day of March, 2004 and is between BMO GLOBAL CAPITAL SOLUTIONS, INC., a Delaware corporation having an address at 115 South LaSalle, 12 West, Chicago, Illinois 60603 ("**Lessor**") and AMERCO REAL ESTATE COMPANY, a Nevada corporation having an address at 1325 Airmotive Way, Suite 100, Reno, Nevada 89502 ("**Lessee**").

WITNESSETH:

WHEREAS, the Lessor and the Lessee entered into an Amended and Restated Master Lease and Open End Mortgage dated as of July 27, 1999 (as the same may have been or has been amended, amended and restated, supplemented or otherwise modified from time to time, the "**Lease**"); and

WHEREAS, in connection with the Lease, each of the instruments and/or documents identified on **Schedule I** attached hereto (the "**Released Documents**") has been recorded in the recording office identified on such Schedule with respect to the premises more particularly described in **Exhibit A** attached hereto; and

WHEREAS, Lessee, U-Haul International, Inc., as a lessee, the Lessor, as agent lessor for the lessors and Bank of Montreal, as administrative agent for the lenders entered into a Master Termination Agreement dated as of March 31st, 2004 (the "**Master Termination Agreement**") which, *inter alia*, terminated the Lease; and

WHEREAS, Lessor and the Lessee desire to discharge, terminate and release each of the Released Documents;

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NOW, THEREFORE, the parties hereto hereby agree as follows:

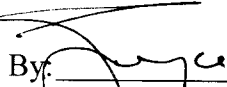
1. Each of the Released Documents is hereby discharged, terminated and released.
2. Lessor and Lessee consent to the discharge, termination and release of the Released Documents.
3. In the event of a conflict or inconsistency between the terms of this Termination and the terms of the Master Termination Agreement, the terms of the Master Termination Agreement shall control.
4. This Termination may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which counterparts, when executed and delivered, shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same Termination.

[Remainder of page intentionally left blank.]



IN WITNESS WHEREOF, the parties hereto have caused this Termination to be duly executed as of the date above written.

BMO GLOBAL CAPITAL SOLUTIONS, INC., as Agent Lessor

By: 
Name: Michael P. Joyce
Title: President

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

Before me, a Notary Public in and for said County and State, personally appeared Michael P. Joyce, the President of BMO Global Capital Solutions, Inc., a corporation organized and existing under the laws of the State of Delaware, and acknowledged the execution of the foregoing Termination Agreement as such officer acting for and on behalf of said corporation.

Witness my hand and Notarial Seal this 30 day of March, 2004.

OFFICIAL SEAL
ELIZABETH J MORAN
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES APR. 28, 2006

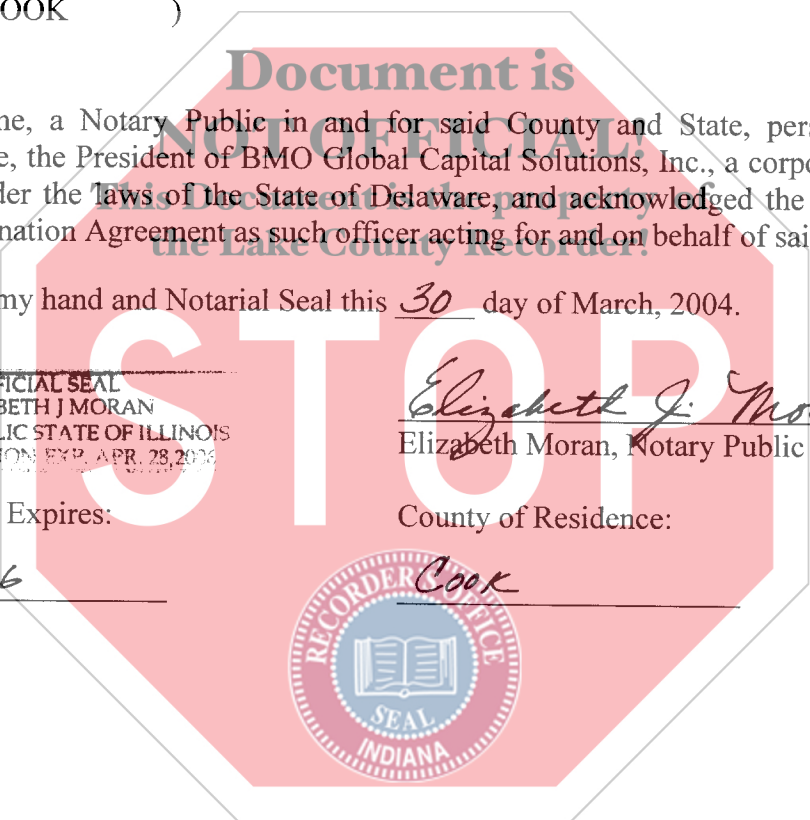

Elizabeth Moran, Notary Public

My Commission Expires:

04-28-06

County of Residence:

Cook



[Signature Page to Termination]

AMERCO REAL ESTATE COMPANY

By: Carlos Vizcarra
Name: Carlos Vizcarra, President
Title: President

STATE OF Nevada)
COUNTY OF Winnemucca) SS:

Before me, a Notary Public in and for said County and State, personally appeared Carlos Vizcarra, the President of AMERCO REAL ESTATE COMPANY, a corporation organized and existing under the laws of the State of Nevada, and acknowledged the execution of the foregoing Termination Agreement as such officer acting for and on behalf of said corporation.

Witness my hand and Notarial Seal this 5th day of March, 2004.



My Commission Expires:

11/18/2007

Stephanie D. Turton
Stephanie D. Turton, Notary Public

County of Residence:

Winnemucca



[Signature Page to Termination]

Acknowledged by:

BANK OF MONTREAL, as Administrative Agent

By: *Heather Turf*
Name: Heather Turf
Title: Director

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

Before me, a Notary Public in and for said County and State, personally appeared Heather Turf, a Director of Bank of Montreal, a Canadian banking organization, and acknowledged the execution of the foregoing Termination Agreement as such officer acting for and on behalf of said organization.

Witness my hand and Notarial Seal this 30 day of March, 2004.

OFFICIAL SEAL
ELIZABETH J MORAN
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES APR 28 2007

Elizabeth J. Moran
Elizabeth Moran, Notary Public

My Commission Expires:

04-28-06

County of Residence:

COOK



SCHEDULE I

Released Documents

1.	Lease Supplement No. 83 (And Memorandum of Lease Supplement, Memorandum of Amended and Restated Master Lease and Open End Mortgage and Memorandum of Option to Purchase and Financing Statement) (Merrillville, Indiana)	January 24, 2000	Lake County Indiana	# 2000-004983
2.	Lease Supplement No. 83 (And Memorandum of Lease Supplement, Memorandum of Amended and Restated Master Lease and Open End Mortgage and Memorandum of Option to Purchase and Financing Statement) (Merrillville, Indiana)	January 24, 2000	Lake County Indiana	# 2000-004984
3.	Supplement No. 83 to Assignment of Lease, Rent and Construction Agency Agreement (And Open-End Mortgage)(Merrillville, Indiana)	January 24, 2000	Lake County Indiana	# 2000-004985

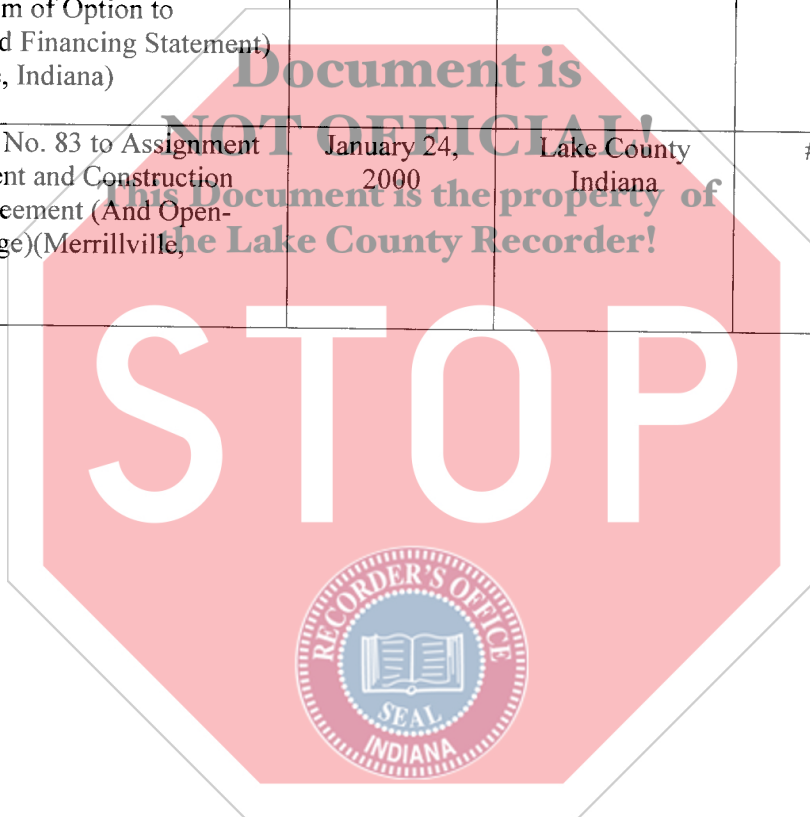


EXHIBIT A

Situated in the State of Indiana, in the County of Lake and in the Town of Merrillville:

Part of the South Half of the Southeast Quarter of the Northeast Quarter of Section 20, Township 35 North, Range 8 West of the 2nd P.M., described as: Commencing at a point on the North line of State Road No. 30, which is 12 rods West of the East line of said tract and running thence North 661.32 feet, more or less, to the North line of said tract; thence West 66 feet; thence South 661.32 feet, more or less, to the North line of said State Road No. 30; thence East 66 feet to the place of beginning, in Lake County, Indiana.

ADDRESS:

1650 West 81st Avenue, Merrillville, IN



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