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U.S. COURTS
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CAMERON S. BURKE
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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF IDAHO**

In re:

**LYNN KETTERLING and JEANNE
KETTERLING, dba Ketterling Farms**

Debtor.

Case No. 03-41318

**RESPONSE TO VARIOUS
OBJECTIONS TO
CONFIRMATION**

COME NOW the debtors-in-possession of the above estate, and respond to the Objections to Confirmation filed by Elmer Ketterling, Land O'Lakes, and D.L. Evans Bank, as follows:

1. The objection of Elmer Ketterling is not well taken. The plan provides for payment of \$500 per month for Elmer Ketterling's life, as provided for by the deed on which he relies to support his objection. If there are any postpetition defaults, it was due to the restrictions on the cash collateral budget. Any defaults will be cured when those are removed, or upon confirmation of the Plan, in installments over the life of the Plan, as allowed. It is not necessary to cure defaults immediately upon confirmation. Defaults were intended to be paid through the trustee over the plan period of five years.

The liquidation analysis shows the amount which Debtors believe to be the lien value of Elmer

Ketterling's claim. The agreement provides for payments over Mr. Ketterling's life, which is not affected. The agreement will be unaltered.

2. The objection of Land O'Lakes is not well taken. Post-petition earnings are not property of the estate. The Plan, however, in Article I, provides that the debtor's income shall be subject to the control of the Trustee, and is intended to provide that the net disposable income of Debtors post-confirmation for the plan period of five years will be paid to the Trustee.

3. The objection of D.L. Evans Bank is, at best, confusing. The Plan provides for payment of the secured claim of D.L. Evans Bank, in full. Debtor cannot tell if D.L. Evans Bank claims it is entitled to more than 100% of its claim or not, which it appears to be doing.

The Plan specifically states:

"Each of those specific creditors, will receive the amount of the sales price of the calves, farm equipment and farm vehicles to which they are entitled by virtue of their priorities, provided a timely allowed claim is filed."

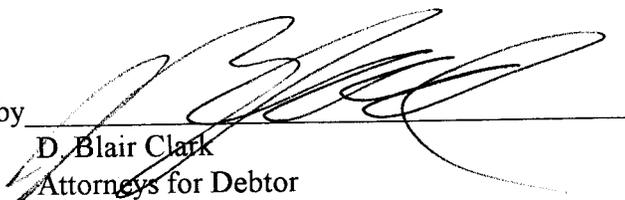
Debtors believe that the Trustee can, and will, pay D.L. Evans Bank in full from the sale of these assets.

Moreover, Debtor has no idea what "1222(a)(B)" means. The Plan seems to be totally in compliance with §1222 (a)(3). D.L. Evans Bank is the first priority secured creditor. They are to be paid in full from the proceeds of the calves. What more are they entitled to, except the replacement lien on real estate if needed? Debtors will certainly provide in the confirmation order for that replacement lien. It was clearly contained in the cash collateral order.

4. Finally, although not objected to, Farm Services Agency has requested clarification of their position and treatment with regard to the Snake River Sugar stock. Debtors propose surrendering such stock to FSA immediately on confirmation.

Dated this 27th day of October, 2003.

RINGERT CLARK CHARTERED,

by 
D. Blair Clark
Attorneys for Debtor

CERTIFICATE OF SERVICE

I hereby certify that on the 27th day of October, 2003, I caused to be served a true and correct copy of the within and foregoing, via Fax, to the following:

Warren Derbidge (Assistant U.S. Attorney)

John Bennett Munson (attorney for FSA)

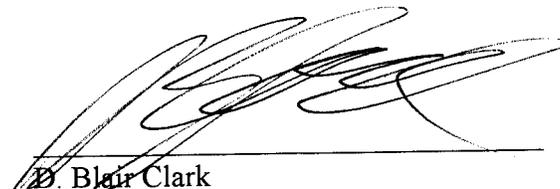
Lance Loveland (attorney for D.L. Evans)

Craig Christensen (attorney for Western Farm Service)

Jerry Jensen (attorney for Land O'Lakes)

Alan Goodman (attorney for Elmer Ketterling)

Forrest Hymas, Trustee


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