



LOAN NUMBER	LOAN NAME	ACCT. NUMBER	NOTE DATE	INITIALS
1441005195/20	LYNN KETTERLING	100988/CO	03/20/02	D.JL <i>DL</i>
NOTE AMOUNT	INDEX (w/Margin)	RATE	MATURITY DATE	LOAN PURPOSE
\$282,066.00	Wall Street Journal Prima plus 2.000%	8.0%	03/20/03	Agricultural

Creditor Use Only

## PROMISSORY NOTE AND SECURITY AGREEMENT

(Agricultural - Revolving Draw - Variable Rate)

**DATE AND PARTIES.** The date of this Promissory Note and Security Agreement (Loan Agreement) is March 20, 2002. The parties and their addresses are:

**LENDER:**

D. L. EVANS BANK  
318 S. Oneida  
Rupert, Idaho 83350  
Telephone: (204) 436-2265

**BORROWER:**

LYNN KETTERLING  
100 N 160 W  
RUPERT, Idaho 83350-9628

REBECCA J. KETTERLING  
100 N 160 W  
RUPERT, Idaho 83350-9628

**1. DEFINITIONS.** As used in this Loan Agreement, the terms have the following meanings:

- A. Pronouns.** The pronouns "I," "me," and "my" refer to each Borrower signing this Loan Agreement, individually and together with their heirs, successors and assigns, and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this Loan Agreement. "You" and "Your" refer to the Lender, with its participants or syndicators, successors and assigns, or any person or company that acquires an interest in the Loan Agreement.
- B. Loan Agreement.** Loan Agreement refers to this combined Note and Security Agreement, and any extensions, renewals, modifications and substitutions of this Loan Agreement.
- C. Loan.** Loan refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures or notes, and this Loan Agreement.
- D. Property.** Property is any property, real, personal or intangible, that secures my performance of the obligations of this Loan.
- E. Percent.** Rates and rate change limitations are expressed as annualized percentages.

**2. PROMISE TO PAY.** For value received, I promise to pay you or your order, at your address, or at such other location as you may designate, amounts advanced from time to time under the terms of this Loan Agreement up to the maximum outstanding principal balance of \$282,066.00 (Principal), plus interest from the date of disbursement, on the unpaid outstanding Principal balance until this Loan Agreement matures or this obligation is accelerated.

I may borrow up to the Principal amount more than one time.

**3. ADVANCES.** Advances under this Loan Agreement are made according to the following terms and conditions.

**A. Requests for Advances.** My requests are a warranty that I am in compliance with all the Loan documents. When required by you for a particular method of advance, my requests for an advance must specify the requested amount and the date and be accompanied with any agreements, documents, and instruments that you require for the Loan. Any payment by you of any check, share draft or other charge may, at your option, constitute an advance on the Loan to me. All advances will be made in United States dollars. I will indemnify you and hold you harmless for your reliance on any request for advances that you reasonably believe to be genuine. To the extent permitted by law, I will indemnify you and hold you harmless when the person making any request represents that I authorized this person to request an advance even when this person is unauthorized or this person's signature is not genuine.

I or anyone I authorize to act on my behalf may request advances by the following methods.

- (1) I make a request in person.
- (2) I make a request by phone.
- (3) I make a request by mail.

**B. Advance Limitations.** In addition to any other Loan conditions, requests for, and access to, advances are subject to the following limitations.

- (1) **Obligatory Advances.** You will make all Loan advances subject to this Agreement's terms and conditions.
- (2) **Advance Amount.** Subject to the terms and conditions contained in this Loan Agreement, advances will be made in exactly the amount I request.
- (3) **Cut-Off Time.** Requests for an advance received before 05:00 PM will be made on any day that you are open for business, on the day for which the advance is requested.
- (4) **Disbursement of Advances.** On my fulfillment of this Loan Agreement's terms and conditions, you will disburse the advance in any manner as you and I agree.
- (5) **Credit Limit.** I understand that you will not ordinarily grant a request for an advance that would cause the unpaid principal of my Loan to be greater than the Principal limit. You may, at your option, grant such a request without obligating yourselves to do so in the future.

(6) Records. Your records will be conclusive evidence as to the amount of advances, the Loan's unpaid principal balances and the accrued interest.

**C. Additional Conditions, AS REQUESTED BY LYNN KETTERLING OR REBECCA J. KETTERLING**

**4. INTEREST.** Interest will accrue on the unpaid Principal balance of this Loan Agreement at the rate of 8.0 percent (Interest Rate) until March 21, 2002, after which time it may change as described in the Variable Rate subsection.

**A. Post-Maturity Interest.** After maturity or acceleration, interest will accrue on the unpaid Principal balance of this Loan Agreement at the variable interest rate in effect from time to time, plus an additional 4.000 percent, until paid in full.

**B. Maximum Interest Amount.** Any amount assessed or collected as interest under the terms of this Loan Agreement or obligation will be limited to the Maximum Lawful Amount of interest allowed by state or federal law. Amounts collected in excess of the Maximum Lawful Amount will be applied first to the unpaid Principal balance. Any remainder will be refunded to me.

**C. Statutory Authority.** The amount assessed or collected on this Loan Agreement is authorized by the Idaho usury laws under Idaho Code §28-42-201.

**D. Accrual.** During the scheduled term of this Loan interest accrues using an Actual/365 days counting method.

**E. Variable Rate.** The Interest Rate may change during the term of this transaction.

(1) Index. Beginning with the first Change Date, the Interest Rate will be based on the following index: the highest base rate on corporate loans posted by at least 75% of the nation's 30 largest banks that The Wall Street Journal publishes as the Prime Rate.

The Current Index is the most recent index figure available on each Change Date. You do not guaranty by selecting this index, or the margin, that the Interest Rate on this Loan Agreement will be the same rate you charge on any other loans or class of loans you make to me or other borrowers. If this index is no longer available, you will substitute a similar index. You will give me notice of your choice.

(2) Change Date. Each date on which the Interest Rate may change is called a Change Date. The Interest Rate may change March 21, 2002 and daily thereafter.

(3) Calculation of Change. On each Change Date, you will calculate the Interest Rate, which will be the Current Index plus 2.000 percent. The result of this calculation will be rounded to the nearest .001 percent. Subject to any limitations, this will be the Interest Rate until the next Change Date. The new Interest Rate will become effective on each Change Date. The Interest Rate and other charges on this Loan Agreement will never exceed the highest rate or charge allowed by law for this Loan Agreement.

(4) Limitations. The Interest Rate changes are subject to the following limitations:

(a) Lifetime. The Interest Rate will never be greater than 18.000 percent or less than 8.000 percent.

(5) Effect Of Variable Rate. A change in the Interest Rate will have the following effect on the payments: The amount of the final payment will change.

**5. ADDITIONAL CHARGES.** As additional consideration, I agree to pay, or have paid, the fees and charges listed on the APPENDIX: FEES AND CHARGES, which is attached to and made part of this Loan Agreement. I understand and agree that some payments to third parties as part of this transaction may also involve money retained by you or paid back to you as commissions or other remuneration.

**6. REMEDIAL CHARGES.** In addition to interest or other finance charges, I agree that I will pay these additional fees based on my method and pattern of payment. Additional remedial charges may be described elsewhere in this Loan Agreement.

**A. Late Charge.** If a payment is more than 15 days late, I will be charged 5.000 percent of the Amount of Payment or \$5.00, whichever is greater. However, this charge will not be greater than \$999.99. I will pay this late charge promptly but only once for each late payment.

**B. Returned Check Charge.** I agree to pay a fee not to exceed \$15.00 for each check, negotiable order of withdrawal or draft I issue in connection with this Loan that is returned because it has been dishonored.

**7. PAYMENT.** I agree to pay this Loan Agreement on demand, but if no demand is made, I agree to pay as follows: BALANCE OF PRINCIPAL PLUS ACCRUED INTEREST AT MATURITY.

Payments will be rounded to the nearest \$0.01. With the final payment I also agree to pay any additional fees or charges owing and the amount of any advances you have made to others on my behalf. Payments scheduled to be paid on the 29th, 30th or 31st day of a month that contains no such day will, instead, be made on the last day of such month.

Each payment I make on this Loan Agreement will be applied first to any charges that I owe other than principal and interest then to interest that is due, and finally to principal that is due. If you and I agree to a different application of payments, we will describe our agreement on this Loan Agreement. The actual amount of my final payment will depend on my payment record.

**8. PREPAYMENT.** I may prepay this Loan in full or in part at any time. Any partial prepayment will not excuse any later scheduled payments until I pay in full.

**9. LOAN PURPOSE.** The purpose of this Loan is FOR YEAR 2002 FARM OPERATING.

**10. ADDITIONAL TERMS.** CREDIT LIFE INSURANCE AND CREDIT DISABILITY INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT, AND WILL NOT BE PROVIDED UNLESS I SIGN AND AGREE TO PAY ADDITIONAL COSTS.

**11. SECURITY.** This Loan is secured by Property described in the SECURITY AGREEMENT section of this Loan Agreement and by the following, separately executed, security instruments or agreements: UCC-1 #B 695423 DATED 02/21/96 & UCC-1F #F 50574 DATED 02/21/96.

**12. SECURITY AGREEMENT.**

**A. Secured Debts.** This Security Agreement will secure the following debts (Secured Debts), together with all extensions, renewals, refinancings, modifications and replacements of these debts:

(1) Sums Advanced under the terms of this Loan Agreement. All sums advanced and expenses incurred by you under the terms of this Loan Agreement.

(2) All Debts. All present and future debts of all Borrowers owing to you, even if this Security Agreement is not specifically referenced, the future debts are also secured by other collateral, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Agreement, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Agreement. Nothing in this Security Agreement constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing.

This Security Agreement will not secure any debt for which you fail to give any required notice of the right of rescission. This Security Agreement will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices.

**B. Security Interest.** To secure the payment and performance of the Secured Debts, I give you a security interest in all of the Property described in this Security Agreement that I own or have sufficient rights in which to transfer an interest, now or in the future, wherever the Property is or will be located, and all proceeds and products from the Property (including, but not limited to, all parts, accessories, repairs, replacements, improvements, and accessions to the Property). Property is all the collateral given as security for the Secured Debts and described in this Security Agreement, and includes all obligations that support the payment or performance of the Property. "Proceeds" includes anything acquired upon the sale, lease, license, exchange, or other disposition of the Property; any rights and claims arising from the Property; and any collections and distributions on account of the Property.

This Security Agreement remains in effect until terminated in writing, even if the Secured Debts are paid and you are no longer obligated to advance funds to me under any loan or credit agreement.

**C. Property Description.** The Property subject to this Security Agreement is described as follows:

(1) **Inventory.** All inventory which I hold for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in my business.

(2) **Accounts and Other Rights to Payment.** All rights I have now or in the future to payments including, but not limited to, payment for property or services sold, leased, rented, licensed, or assigned, whether or not I have earned such payment by performance. This includes any rights and interests (including all liens and security interests) which I may have by law or agreement against any Account Debtor or obligor of mine.

(3) **General Intangibles.** All general intangibles including, but not limited to, tax refunds, applications for patents, patents, copyrights, trademarks, trade secrets, good will, trade names, customer lists, permits and franchises, payment intangibles, computer programs and all supporting information provided in connection with a transaction relating to computer programs, and the right to use my name.

(4) **Equipment.** All equipment including, but not limited to, all machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and recordkeeping equipment, and parts and tools. All equipment described in a list or schedule which I give will also be included in the Property, but such a list is not necessary for a valid security interest in my equipment.

(5) **Farm Products.** All farm products including, but not limited to, all poultry and livestock and their young, along with their products, produce and replacements; all crops, annual or perennial, and all products of the crops; and all feed, seed, fertilizer, medicines, and other supplies used or produced in my farming operations. The crops portion of the Farm Products is growing or to be grown on: PROPERTY OWNED, LEASED, RENTED, OR PRODUCED UNDER ANY OTHER ARRANGEMENT I MAY HAVE.

(6) **Government Payments and Programs.** All payments, accounts, general intangibles and benefits including, but not limited to, payments in kind, deficiency payments, letters of entitlement, warehouse receipts, storage payments, emergency assistance and diversion payments, production flexibility contracts, and conservation reserve payments under any existing, current or future federal or state governmental program.

**D. Duties Toward Property.**

(1) **Protection of Secured Party's Interest.** I will defend the Property against any other claim. I agree to do whatever you require to protect your security interest and to keep your claim in the Property ahead of the claims of other creditors. I will not do anything to harm your position.

I will keep books, records and accounts about the Property and my business in general. I will let you examine these and make copies at any reasonable time. I will prepare any report or accounting you request which deals with the Property.

(2) **Use, Location, and Protection of the Property.** I will keep the Property in my possession and in good repair. I will use it only for agricultural purposes. I will not change this specified use without your prior written consent. You have the right of reasonable access to inspect the Property and I will immediately inform you of any loss or damage to the Property. I will not cause or permit waste to the Property.

At my expense, I will do all acts necessary to preserve and protect the Property. I will prepare the Property for market and, when it is ready for market, promptly notify you and follow any instructions you may have regarding holding, shipping, storing and marketing the Property. You will be given prompt notice of any damage to the Property or to the land or any building or improvement on the land.

I will maintain the land in arable condition and keep it free of EPA-banned or non-labeled chemicals in conformity with requirements of the EPA. I will maintain the present buildings and improvements on the land in good condition and repair, and I will promptly pay for all agricultural input. If I am a producer of crops, I will plant, cultivate and harvest crops in due season.

I will keep the Property at my address listed in the DATE AND PARTIES section unless we agree I may keep it at another location. If the Property is to be used in other states, I will give you a list of those states. The location of the Property is given to aid in the identification of the Property. It does not in any way limit the scope of the security interest granted to you. I will notify you in writing and obtain your prior written consent to any change in location of any of the Property. I will not use the Property in violation of any law. I will notify you in writing prior to any change in my name or address.

Until the Secured Debts are fully paid and this Security Agreement is terminated, I will not grant a security interest in any of the Property without your prior written consent. I will pay all taxes and assessments levied or assessed against me or the Property and provide timely proof of payment of these taxes and assessments upon request.

(3) **Selling, Lending or Encumbering the Property.** I will not sell, offer to sell, lease, or otherwise transfer or encumber the Property without your prior written permission, except for inventory sold in the ordinary course of business at fair market value, or at a minimum price established between you and me. If I am in default under this Security Agreement, I may not sell the inventory portion of the Property even in the ordinary course of business. Any disposition of the Property contrary to this Security Agreement will violate your rights. Your permission to sell the Property may be reasonably withheld without regard to the creditworthiness of any buyer or transferee. I will not permit the Property to be the subject of any court order affecting my rights to the Property in any action by anyone other than you. If the Property includes chattel paper or instruments, either as original collateral or as proceeds of the Property, I will note your security interest on the face of the chattel paper or instruments.

(4) **Additional Duties Specific to Accounts.** I will not settle any Account for less than its full value without your written permission. Until you tell me otherwise, I will collect all Accounts in the ordinary course of business. I will not dispose of the Accounts by assignment without your prior written consent. I will keep the proceeds from all the

Accounts and any goods which are returned to me or which I take back. I will not commingle them with any of my other property. I will deliver the Accounts to you at your request. If you ask me to pay you the full price on any returned items or items retaken by me, I will do so. I will make no material change in the terms of any Account, and I will give you any statements, reports, certificates, lists of Account Debtors (showing names, addresses and amounts owing), invoices applicable to each Account, and other data in any way pertaining to the Accounts as you may request.

(5) **Additional Duties Specific to Farm Products.** In this paragraph the terms "farm products," "buyers," "commission merchants" and "selling agents" have the meanings given to them in the Food Security Act of 1985. I will provide you, at your request, a written list of the buyers, commission merchants or selling agents to or through whom I may sell my farm products. In addition to those parties named on this written list, I authorize you to notify at your sole discretion any additional parties regarding your security interest in my farm products. I remain subject to all applicable penalties for selling my farm products in violation of this Agreement and the Food Security Act of 1985.

**E. Collection Rights Of The Secured Party.** Account Debtor means the person who is obligated on an account, chattel paper, or general intangible. I authorize you to notify my Account Debtors of your security interest and to deal with the Account Debtors' obligations at your discretion. You may enforce the obligations of an Account Debtor, exercising any of my rights with respect to the Account Debtors' obligations to make payment or otherwise render performance to me, including the enforcement of any security interest that secures such obligations. You may apply proceeds received from the Account Debtors to the Secured Debts or you may release such proceeds to me.

I specifically and irrevocably authorize you to exercise any of the following powers at my expense, without limitation, until the Secured Debts are paid in full:

- (1) demand payment and enforce collection from any Account Debtor or Obligor by suit or otherwise.
- (2) enforce any security interest, lien or encumbrance given to secure the payment or performance of any Account Debtor or any obligation constituting Property.
- (3) file proofs of claim or similar documents in the event of bankruptcy, insolvency or death of any person obligated as an Account Debtor.
- (4) compromise, release, extend, or exchange any indebtedness of an Account Debtor.
- (5) take control of any proceeds of the Account Debtors' obligations and any returned or repossessed goods.
- (6) endorse all payments by any Account Debtor which may come into your possession as payable to me.
- (7) deal in all respects as the holder and owner of the Account Debtors' obligations.

**F. Authority To Perform.** I authorize you to do anything you deem reasonably necessary to protect the Property, and perfect and continue your security interest in the Property. If I fail to perform any of my duties under this Loan Agreement or any other security interest, you are authorized, without notice to me, to perform the duties or cause them to be performed.

These authorizations include, but are not limited to, permission to:

- (1) pay and discharge taxes, liens, security interests or other encumbrances at any time levied or placed on the Property.
- (2) pay any rents or other charges under any lease affecting the Property.
- (3) order and pay for the repair, maintenance and preservation of the Property.
- (4) sign, when permitted by law, and file any financing statements on my behalf and pay for filing and recording fees pertaining to the Property.
- (5) place a note on any chattel paper indicating your interest in the Property.
- (6) take any action you feel necessary to realize on the Property, including performing any part of a contract or endorsing it in my name.
- (7) handle any suits or other proceedings involving the Property in my name.
- (8) prepare, file, and sign my name to any necessary reports or accountings.
- (9) make an entry on my books and records showing the existence of this Agreement.
- (10) notify any Account Debtor of your interest in the Property and tell the Account Debtor to make payments to you or someone else you name.

If you perform for me, you will use reasonable care. Reasonable care will not include: any steps necessary to preserve rights against prior parties; the duty to send notices, perform services or take any other action in connection with the management of the Property; or the duty to protect, preserve or maintain any security interest given to others by me or other parties. Your authorization to perform for me will not create an obligation to perform and your failure to perform will not preclude you from exercising any other rights under the law or this Loan Agreement.

If you come into actual or constructive possession of the Property, you will preserve and protect the Property. For purposes of this paragraph, you will be in actual possession of the Property only when you have physical, immediate and exclusive control over the Property and you have affirmatively accepted that control. You will be in constructive possession of the Property only when you have both the power and the intent to exercise control over the Property.

**G. Name and Location.** My name indicated in the DATE AND PARTIES section is my exact legal name. LYNN KETTERLING is an individual with a principal residence located in Idaho. REBECCA J. KETTERLING is an individual with a principal residence located in Idaho. I will provide verification of registration and location upon your request. I will provide you with at least 30 days notice prior to any change in my name, address, or state of organization or registration.

**H. Perfection of Security Interest.** I authorize you to file a financing statement covering the Property. I will comply with, facilitate, and otherwise assist you in connection with obtaining perfection or control over the Property for purposes of perfecting your security interest under the Uniform Commercial Code.

**13. DEFAULT.** I understand that you may demand payment anytime at your discretion. For example, you may demand payment in full if any of the following occur:

- A. Payments.** I fail to make a payment in full when due.
- B. Insolvency or Bankruptcy.** I make an assignment for the benefit of creditors or become insolvent, either because my liabilities exceed my assets or I am unable to pay my debts as they become due; or I petition for protection under federal, state or local bankruptcy, insolvency or debtor relief laws, or am the subject of a petition or action under such laws and fail to have the petition or action dismissed within a reasonable period of time not to exceed 60 days.
- C. Death or Incompetency.** I die or am declared legally incompetent.
- D. Failure to Perform.** I fail to perform any condition or to keep any promise or covenant of this Loan Agreement.
- E. Other Documents.** A default occurs under the terms of any other transaction document.

**F. Other Agreements.** I am in default on any other debt or agreement I have with you.

**G. Misrepresentation.** I make any verbal or written statement or provide any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

**H. Judgment.** I fail to satisfy or appeal any judgment against me.

**I. Forfeiture.** The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

**J. Name Change.** I change my name or assume an additional name without notifying you before making such a change.

**K. Property Transfer.** I transfer all or a substantial part of my money or property.

**L. Property Value.** The value of the Property declines or is impaired.

**M. Erosion.** Any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained by federal law.

**N. Insecurity.** You reasonably believe that you are insecure.

**14. ASSUMPTIONS.** Someone buying the Property cannot assume the obligation. You may declare the entire balance of the Loan Agreement to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, or transfer of the Property. However, I may sell or similarly dispose of any Property that is inventory.

**15. WAIVERS AND CONSENT.** To the extent not prohibited by law, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor.

**A. Additional Waivers By Borrower.** In addition, I, and any party to this Loan Agreement and Loan, to the extent permitted by law, consent to certain actions you may take, and generally waive defenses that may be available based on these actions or based on the status of a party to this Loan Agreement.

(1) You may renew or extend payments on this Loan Agreement, regardless of the number of such renewals or extensions.

(2) You may release any Borrower, endorser, guarantor, surety, accommodation maker or any other co-signer.

(3) You may release, substitute or impair any Property securing this Loan Agreement.

(4) You, or any institution participating in this Loan Agreement, may invoke your right of set-off.

(5) You may enter into any sales, repurchases or participations of this Loan Agreement to any person in any amounts and I waive notice of such sales, repurchases or participations.

(6) I agree that any of us signing this Loan Agreement as a Borrower is authorized to modify the terms of this Loan Agreement or any instrument securing, guarantying or relating to this Loan Agreement.

**B. No Waiver By Lender.** Your course of dealing, or your forbearance from, or delay in, the exercise of any of your rights, remedies, privileges or right to insist upon my strict performance of any provisions contained in this Loan Agreement, shall not be construed as a waiver by you, unless any such waiver is in writing and is signed by you.

**C. Waiver of Claims.** I waive all claims for loss or damage caused by your acts or omissions where you acted reasonably and in good faith.

**16. REMEDIES.** After I default, and after you give any legally required notice and opportunity to cure the default, you may at your option do any one or more of the following.

**A. Acceleration.** You may make all or any part of the amount owing by the terms of this Loan Agreement immediately due.

**B. Sources.** You may use any and all remedies you have under state or federal law or in any instrument securing this Loan Agreement.

**C. Insurance Benefits.** You may make a claim for any and all insurance benefits or refunds that may be available on my default.

**D. Payments Made On My Behalf.** Amounts advanced on my behalf will be immediately due and may be added to the balance owing under the terms of this Loan Agreement, and accrue interest at the highest post-maturity interest rate.

**E. Termination.** You may terminate my right to obtain advances and may refuse to make any further extensions of credit.

**F. Attachment.** You may attach or garnish my wages or earnings.

**G. Set-Off.** You may use the right of set-off. This means you may set-off any amount due and payable under the terms of this Loan Agreement against any right I have to receive money from you.

My right to receive money from you includes any deposit or share account balance I have with you; any money owed to me on an item presented to you or in your possession for collection or exchange; and any repurchase agreement or other non-deposit obligation. "Any amount due and payable under the terms of this Loan Agreement" means the total amount to which you are entitled to demand payment under the terms of this Loan Agreement at the time you set-off.

Subject to any other written contract, if my right to receive money from you is also owned by someone who has not agreed to pay this Loan Agreement, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement.

Your right of set-off does not apply to an account or other obligation where my rights arise only in a representative capacity. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set-off against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

**H. Assembly of Property.** You may require me to gather the Property and make it available to you in a reasonable fashion.

**I. Repossession.** You may repossess the Property so long as the repossession does not involve a breach of the peace. You may sell the Property as provided by law. You may apply what you receive from the sale of the Property to your expenses, your attorneys' fees and legal expenses (where not prohibited by law), and any debt I owe you. If what you receive from the sale of the Property does not satisfy the debt, I will be liable for the deficiency (where permitted by law). In some cases, you may keep the Property to satisfy the debt.

Where a notice is required, I agree that ten days prior written notice sent by first class mail to my address listed in this Loan Agreement will be reasonable notice to me under the Idaho Uniform Commercial Code. If the Property is perishable or threatens to decline speedily in value, you may, without notice to me, dispose of any or all of the Property in a commercially reasonable manner at my expense following any commercially reasonable preparation or processing.

If any items not otherwise subject to this Loan Agreement are contained in the Property when you take possession, you may hold those items for me at my risk and you will not be liable for taking possession of them.

**J. Use and Operation.** You may enter upon my premises and take possession of all or any part of my property for the purpose of preserving the Property or its value, so long as you do not breach the peace. You may use and operate my

property for the length of time you feel is necessary to protect your interest, all without payment or compensation to me. Or, at your option and without notice to me, you may appoint an ex parte receiver for the purposes of preparing or processing the Farm Products at my expense and for the additional purposes of selling and disposing of the Farm Products portion of the Property.

**K. Waiver.** Except as otherwise required by law, by choosing any one or more of these remedies you do not give up your right to use any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

**17. COLLECTION EXPENSES AND ATTORNEYS' FEES.** On or after Default, to the extent permitted by law, I agree to pay all expenses of collection, enforcement or protection of your rights and remedies under this Loan Agreement. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Loan Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. To the extent permitted by the United States Bankruptcy Code, I agree to pay the reasonable attorneys' fees you incur to collect this Debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

**18. WARRANTIES AND REPRESENTATIONS.** I have the right and authority to enter into this Loan Agreement. The execution and delivery of this Loan Agreement will not violate any agreement governing me or to which I am a party.

**A. Ownership of Property.** I represent that I own all of the Property. Your claim to the Property is ahead of the claims of any other creditor, except as disclosed in writing to you prior to any advance on the Secured Debts. I represent that I am the original owner of the Property and, if I am not, that I have provided you with a list of prior owners of the Property.

**19. INSURANCE.** I understand and agree that any insurance premiums paid to insurance companies as part of this Loan Agreement will involve money retained by you or paid back to you as commissions or other remuneration.

**A. Property Insurance.** I agree to keep the Property insured against the risks reasonably associated with the Property. I will maintain this insurance in the amounts you require. This insurance will last until the Property is released from this Loan Agreement. I may choose the insurance company, subject to your approval, which will not be unreasonably withheld.

I will have the insurance company name you as loss payee on any insurance policy. I will give you and the insurance company immediate notice of any loss. You may apply the insurance proceeds toward what is owed on the Secured Debts. You may require added security as a condition of permitting any insurance proceeds to be used to repair or replace the Property.

If you acquire the Property in damaged condition, my right to any insurance policies and proceeds will pass to you to the extent of the Secured Debts.

I will immediately notify you of cancellation or termination of insurance. If I fail to keep the Property insured, you may obtain insurance to protect your interest in the Property. This insurance may include coverages not originally required of me, may be written by a company other than one I would choose, and may be written at a higher rate than I could obtain if I purchased the insurance.

**B. Prepayment.** If I prepay in full or if I default and you demand payment of the unpaid balance, I may be entitled to a partial refund credit of any prepaid, unearned insurance premiums. This refund may be obtained from you or from the insurance company named in my policy or certificate of insurance.

**20. FINANCING STATEMENT.** You may file a financing statement covering the Property that does not contain my signature, where permitted by law.

**21. APPLICABLE LAW.** This Loan Agreement is governed by the laws of Idaho, the United States of America and to the extent required, by the laws of the jurisdiction where the Property is located. In the event of a dispute, the exclusive forum, venue and place of jurisdiction will be in Idaho, unless otherwise required by law.

**22. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS.** My obligation to pay this Loan is independent of the obligation of any other person who has also agreed to pay it. You may sue me alone, or anyone else who is obligated on this Loan, or any number of us together, to collect this Loan. Extending this Loan or new obligations under this Loan, will not affect my duty under this Loan and I will still be obligated to pay this Loan. The duties and benefits of this Loan will bind and benefit the successors and assigns of you and me.

**23. AMENDMENT, INTEGRATION AND SEVERABILITY.** This Loan Agreement may not be amended or modified by oral agreement. No amendment or modification of this Loan Agreement is effective unless made in writing and executed by you and me. This Loan Agreement is the complete and final expression of the agreement. If any provision of this Loan Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

**24. INTERPRETATION.** Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Loan Agreement.

**25. NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one party will be deemed to be notice to all parties. I will inform you in writing of any change in my name, address or other application information. I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Loan and to confirm your lien status on any Property. Time is of the essence.

**26. CREDIT INFORMATION.** I agree that from time to time you may obtain credit information about me from others, including other lenders and credit reporting agencies, and report to others (such as a credit reporting agency) your credit experience with me. I agree that you will not be liable for any claim arising from the use of information provided to you by others or for providing such information to others.

**27. ERRORS AND OMISSIONS.** I agree, if requested by you, to fully cooperate in the correction, if necessary, in the reasonable discretion of you of any and all loan closing documents so that all documents accurately describe the loan between you and me. I agree to assume all costs including by way of illustration and not limitation, actual expenses, legal fees and marketing losses for failing to reasonably comply with your requests within thirty (30) days.

**28. SIGNATURES.** By signing, I agree to the terms contained in this Loan Agreement. I also acknowledge receipt of a copy of this Loan Agreement.

*[Handwritten initials]*

BORROWER:

~~LYNN KETTERLING~~  
*Rebecca J. Ketterling*  
REBECCA J. KETTERLING

*RJK*

**APPENDIX: FEES AND CHARGES**

As described in the **ADDITIONAL CHARGES** section of the attached Loan Agreement, I agree to pay, or have paid, these additional fees and charges.

**Nonrefundable Fees and Charges.** The following fees are earned when collected and will not be refunded if I prepay this Loan Agreement before the scheduled maturity date.

**UCC Lien Search.** A(n) UCC Lien Search fee of \$16.00 payable from the loan proceeds.  
**Loan.** A(n) Loan fee of \$950.00 payable from the loan proceeds.

I understand and agree that some payments to third parties as part of this transaction may also involve money retained by you or paid back to you as commissions or other remuneration.

**STATE OF IDAHO - STATEMENT OF CONTINUATION,  
AMENDMENT ETC. - FORM UCC-3**

Customer account number

Instructions:

1. PLEASE TYPE THIS FORM IN BLACK
2. Except for pre-paid account users, enclose filing fee of \$5.00 if form is typed, or \$10.00 if not typed. For attachments, add \$1.00 per printed page. Pre-paid account users must enter Customer Number in "Customer account number" block to right.
3. File only the original. Make copies for your file. The original will be returned as your acknowledgment.
4. Enter only one debtor's name or assumed name per debtor block exactly as it is to be indexed. If more than four names, use an attached sheet. Enter individual debtor names: Last, First Middle Title, e.g. Smith, John Alan Jr.
5. Be sure to correctly enter the UCC-1 Financing Statement number assigned by the filing officer.
6. One or more transactions may be made by a UCC-3. Check the appropriate boxes.

Mail to: Secretary of State, UCC Division, 700 W. Jefferson, PO Box 83720, Boise, ID 83720-0080. Ph 208-334-3191

#24085

Debtor #1 (Last name, first, middle, title & mailing address)

KETTERLING, LYNN  
100 NORTH 160 WEST  
RUPERT, ID 83350

Debtor #3

Debtor #2

Debtor #4

Name and Address of Secured Party or Assignee of Record

D.L. EVANS BANK  
318 SOUTH ONEIDA  
RUPERT, ID 83350

Mailing Address for acknowledgment, if not Secured Party

D.L. EVANS BANK  
P.O. BOX 87  
TWIN FALLS, ID 83303

This statement refers to UCC-1 financing  
statement file No. 718651  
filed on AUGUST 15, 1996

CONTINUATION. The original financing statement bearing file number shown above is still effective.

TERMINATION. Secured party no longer claims a security interest under the financing statement bearing file number shown above.

ASSIGNMENT. The secured party's right under the financing statement bearing file number shown above has been assigned to the assignee shown below.

AMENDMENT. Financing statement bearing file number shown above is amended as set forth below.

RELEASE. Secured party releases the collateral described below from the financing statement bearing the file number shown above.

Amendment or release information:

Assignee of secured party and address:

PLEASE AMEND ADDRESS OF SECURED PARTY TO:

D.L. EVANS BANK  
P.O. BOX 87  
TWIN FALLS, ID 83303

Signature(s) of debtor(s) (Required for all amendments except change of Secured Party name or address, change of debtor address, or notice of subordination)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Secured Party or Assignee of Record D.L. EVANS BANK

BY:

*mganv*

Filing Office Use Only  
IDAHO SECRETARY OF STATE

03/14/2001 09:00  
CR: 6828 CT: 24085 BH: 384565

1# 6.00 = 6.00 UCC# 2

Filing Number: B 6366331

S:\UCC\FORMS\UCC3.PMS Revised 8/95

#1

Instructions:

# STATE OF IDAHO FINANCING STATEMENT - FORM UCC-1

Filing Office Use Only

- PLEASE TYPE THIS FORM IN BLACK
- Filing fees:
  - With Secretary of State. Except for pre-paid account users, enclose filing fee of \$6.00 if form is typed, or \$10.00 if not typed. For attachments, add \$1.00 per printed page. Pre-paid account users must enter Customer Number in "Filing Office Use" block to right.
  - Fixture filing with County Recorder. Enclose recording fee of \$3.00 per page.
- File only the original. Make copies for your file. The original will be returned as your acknowledgment.
- Enter only one debtor's name or assumed name per debtor block exactly as it is to be indexed. If more than four names, use an attached sheet. Enter individual debtor names: Last, First Middle Title; e.g. Smith, John Alan Jr.
- When the obligation has been satisfied, complete the Termination Statement and return the original to the filing officer.

Form approved by Pete T. Conarusa, Secretary of State, UCC Division, PO BOX 83720, Boise, ID 83720. Ph 208-334-3181.

## RECEIVED

AUG 27 1996

### DL EVANS BANK RUPERT OFFICE

Debtor #1 (Last name, first, middle, title & mailing address)

Ketterling, Lynn  
100 North 160 West  
Rupert, Idaho 83350

Debtor #3

Debtor #2

Debtor #4

D.L. EVANS BANK  
318 S. ONEIDA  
RUPERT, IDAHO 83350

Assignee and Address

Mailing Address for acknowledgment, if not Secured Party

Check If Covered  Products of collateral are also covered

- If one of the following boxes is checked, the secured party may sign the financing statement. The collateral described herein is:
- Brought into this state already subject to a security interest in another jurisdiction.
  - Subject to a security interest in another jurisdiction, and the debtor's location has changed to this state.
  - Proceeds of the original collateral described below in which a security interest was perfected.
  - The subject of a financing statement which has lapsed.
  - Subject to a security interest perfected under a prior name or identity of the debtor.

This financing statement covers the following types or items of property:

(If this is a fixture, timber or mineral filing to be recorded with the County Recorder, include legal description and name of record owner, if required.)

Purchase money interest in a New Holland Baler serial #819120 including any and all attachments now owned and hereafter acquired.

Signature(s) of Debtor(s)

X

Lynn Ketterling

Filing Office Use Only

IDAHO SECRETARY OF STATE

DATE 08/15/1996 0900 18472

3

CX #: 1868 CUST#: 1717

UCC1 FILE

1@ 6.00= 6.00

Secured Party Signature

D.L. Evans Bank, by: *[Signature]*

D. Tarbet

#1 B 718651

Revised 6/94

TERMINATION STATEMENT-The Secured Party no longer claims a security interest under the financing statement.

Secured Party or Assignee of Record

Date

LENSFS\UCC\FORMS\UCC1.PMS

STATE OF IDAHO - STATEMENT OF CONTINUATION,  
AMENDMENT TO UCC-1 - FORM UCC-3

Filing Office Use Only

Instructions:

- PLEASE TYPE THIS FORM IN BLACK
- Except for pre-paid account users, enclose filing fee of \$6.00 if form is typed, or \$10.00 if not typed. For attachments, add \$1.00 per printed page. Pre-paid account users must enter Customer Number in "Filing Office Use" block to right.
- File only the original. Make copies for your file. The original will be returned as your acknowledgment.
- Enter only one debtor's name or assumed name per debtor block exactly as it is to be indexed. If more than four names, use an attached sheet. Enter individual debtor names: Last, First Middle Initial; e.g. Smith, John Alan Jr.
- Be sure to correctly enter the UCC-1 Financing Statement number assigned by the filing officer.
- One or more transactions may be made by a UCC-3. Check the appropriate boxes.

#24085

Form approved by Pete T. Conarus, Secretary of State, UCC Division, Statehouse, Boise, ID 83726. Ph 208-334-3191.

Debtor #1 (Last name, first, middle, title & mailing address)  KEITTERLING, LYNN 100 NORTH 160 WEST RUPERT, ID 83350	Debtor #3
Debtor #2  KETTERLING, REBECCA J. 100 NORTH 160 WEST RUPERT, ID 83350	Debtor #4

Name and Address of Secured Party or Assignee of Record  D.L. EVANS BANK P.O. BOX 87 TWIN FALLS, ID 83303	<p>This statement refers to UCC-1 financing statement No. <u>695423</u> filed on <u>FEBRUARY 21</u>, 19 <u>96</u></p> <p><input checked="" type="checkbox"/> CONTINUATION. The original financing statement bearing the number shown above is still effective.</p> <p><input type="checkbox"/> TERMINATION. Secured party no longer claims a security interest under the financing statement bearing the number shown above.</p> <p><input type="checkbox"/> ASSIGNMENT. The secured party's right under the financing statement bearing the number shown above has been assigned to the assignee shown below.</p> <p><input type="checkbox"/> AMENDMENT. Financing statement bearing the number shown above is amended as set forth below.</p> <p><input type="checkbox"/> RELEASE. Secured party releases the collateral described below from the financing statement bearing the file number shown above.</p>
Mailing Address for acknowledgment, if not Secured Party	

Amendment or release information:

Assignee of secured party and address:

Signature(s) of debtor(s) (Required for all amendments except change of Secured Party name or address, change of debtor address, or notice of subordination)	<p>Filing Office Use Only IDAHO SECRETARY OF STATE</p> <p>09/14/2000 09:00 CK: 5122 CT: 24085 BN: 348365</p> <p>1 @ 6.00 = 6.00 UCC3 # 3</p> <p>Filing Number: B 6362308</p>
Signature of Secured Party or Assignee of Record D.L. EVANS BANK  BY: <i>Lyndia West</i>	

# 2

STATE OF IDAHO - STATEMENT OF CONTINUATION,  
AMENDMENT TO UCC-1 - FORM UCC-3

Filing Office Use Only

Instructions:

- PLEASE TYPE THIS FORM IN BLACK
- Except for pre-paid account users, enclose filing fee of \$8.00 if form is typed, or \$10.00 if not typed. For attachments, add \$1.00 per printed page. Pre-paid account users must enter Customer Number in "Filing Office Use" block to right.
- File only the original. Make copies for your file. The original will be returned as your acknowledgment.
- Enter only one debtor's name or assumed name per debtor block exactly as it is to be indexed. If more than four names, use an attached sheet. Enter individual debtor names: Last, First Middle Title; e.g. Smith, John Alan Jr.
- Be sure to correctly enter the UCC-1 Financing Statement number assigned by the filing officer.
- One or more transactions may be made by a UCC-3. Check the appropriate boxes.

Form approved by Pete J. Genaruss, Secretary of State, UCC Division, Statehouse, Boise, ID 83720, Ph 204-334-3191.

Debtor #1 (Last name, first, middle, title & mailing address)

Ketterling, Lynn  
100 North 160 West  
Rupert, Idaho 83350

Debtor #3

Debtor #2

Ketterling, Rebecca J.  
100 North 160 West  
Rupert, Idaho 83350

Debtor #4

Name and Address of Secured Party or Assignee of Record

D. L. Evans Bank  
318 So, Oneida  
Rupert, Idaho 83350

This statement refers to UCC-1 financing statement No. B 695423 filed on 2-21-, 19 96.

- CONTINUATION. The original financing statement bearing file number shown above is still effective.
- TERMINATION. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- ASSIGNMENT. The secured party's right under the financing statement bearing file number shown above has been assigned to the assignee shown below.
- AMENDMENT. Financing statement bearing file number shown above is amended as set forth below.
- RELEASE. Secured party releases the collateral described below from the financing statement bearing the file number shown above.

Mailing Address for acknowledgment, if not Secured Party

Amendment or release information:

Assignee of secured party and address:

Please change secured party address to:

D. L. Evans Bank  
P. O. Box 87  
Twin Falls, Idaho 83303

Signature(s) of debtor(s) (Required for all amendments except change of Secured Party name or address, change of debtor address, or notice of subordination)

*Rebecca J. Ketterling*  
*Lynn Ketterling*

Signature of Secured Party or Assignee of Record

*[Signature]*

Filing Office Use Only

IDAHO SECRETARY OF STATE

04/19/1999 09:00  
CX: 1937 CT: 24003 BH: 200772

10 6.00 = 6.00 UCC3 1 3

Filing Number: B 6349667

#2

**STATE OF IDAHO FINANCING STATEMENT - FORM UCC-1**

Filing Office Use Only

Instructions:

1. PLEASE TYPE THIS FORM IN BLACK
2. Filing fees:
  - a. With Secretary of State. Except for pre-paid account users, enclose filing fee of \$6.00 (if form is typed, or \$10.00 if not typed. For attachments, add \$1.00 per printed page. Pre-paid account-users must enter Customer Number in "Filing Office Use" block to right.
  - b. Future filing with County Recorder. Enclose recording fee of \$3.00 per page.
3. File only the original. Make copies for your file. The original will be returned as your acknowledgment.
4. Enter only one debtor's name or assumed name per debtor block exactly as it is to be indexed. If more than four names, use an attached sheet. Enter individual debtor names: Last, First Middle Title, e.g. Smith, John Alan Jr.
5. When the obligation has been satisfied, complete the Termination Statement and return the original to the filing officer.

Form approved by Pete T. Canarrus, Secretary of State, UCC Division, PO BOX 53720, Boise, ID 83720. Ph 208-334-3191.

Debtor #1 (Last name, first, middle, title & mailing address)

Ketterling, Lynn  
100 North 160 West  
Rupert, ID 83350

Debtor #3

Debtor #2

Ketterling, Rebecca J.  
100N 160 West  
Rupert, ID 83350

Debtor #4

D.L. Evans Bank  
318 So. Oneida  
Rupert, ID 83350

Assignee and Address

Mailing Address for acknowledgment, if not Secured Party

Check If Covered  Products of collateral are also covered

If one of the following boxes is checked, the secured party may sign the financing statement. The collateral described herein is:

- Brought into this state already subject to a security interest in another jurisdiction.
- Subject to a security interest in another jurisdiction, and the debtor's location has changed to this state.
- Proceeds of the original collateral described below in which a security interest was perfected.
- The subject of a financing statement which has lapsed.
- Subject to a security interest perfected under a prior name or identity of the debtor.

This financing statement covers the following types or items of property:

(If this is a fixture, timber or mineral filing to be recorded with the County Recorder, include legal description and name of record owner, if required.)

Crops, Accounts Receivable, Inventory, Equipment, see attached Exhibit "A"

SEE ATT

RECORDED  
INDEXED  
FILING OFFICE

Signature(s) of Debtor(s)

*Lynn Ketterling*

*Rebecca Jean Ketterling*

*ticket  
det HA*

Filing Office Use Only

IDAHO SECRETARY OF STATE  
DATE 02/21/1996 0900 39243

17

CK #: 1676 CUST# 1717

UCC1 FILE

1@ 6.00= 6.00

ATTACH 1@ 1.00= 1.00

# : B 695423

Secured Party Signature

D.L. Evans Bank by: *[Signature]*

TERMINATION STATEMENT-The Secured Party no longer claims a security interest under the financing statement.

Secured Party or Assignee of Record \_\_\_\_\_ Date \_\_\_\_\_

#12

EXHIBIT "A"

ALL FARM PRODUCTS INCLUDING, BUT NOT LIMITED TO:

- (A) ALL POULTRY AND LIVESTOCK AND THEIR YOUNG, ALONG WITH THEIR PRODUCTS, PRODUCE AND REPLACEMENTS;
- (B) ALL CROPS, ANNUAL OR PERENNIAL, AND ALL PRODUCTS OF THE CROPS; AND
- (C) ALL FEED, SEED, FERTILIZER, MEDICINES, AND OTHER SUPPLIES USED OR PRODUCED IN MY FARMING OPERATIONS, AND ALL PROCEEDS THEREFROM.

ALL INVENTORY WHICH I HOLD FOR ULTIMATE SALE OR LEASE, OR WHICH HAS BEEN OR WILL BE SUPPLIED UNDER CONTRACTS OF SERVICE, OR WHICH ARE RAW MATERIALS, WORK IN PROCESS, OR MATERIALS USED OR CONSUMED IN MY BUSINESS AND ALL PROCEEDS THEREFROM.

- ALL EQUIPMENT INCLUDING, BUT NOT LIMITED TO, NOW OWNED OR HEREAFTER ACQUIRED, ALL MACHINERY, VEHICLES, FURNITURE, FIXTURES, MANUFACTURING EQUIPMENT, FARM MACHINERY, AND EQUIPMENT, SHOP EQUIPMENT, OFFICE AND RECORDKEEPING EQUIPMENT, AND PARTS AND TOOLS. ALL EQUIPMENT DESCRIBED IN A LIST OR SCHEDULE WHICH I GIVE TO YOU WILL ALSO BE INCLUDED IN THE SECURED PROPERTY, BUT SUCH A LIST IS NOT NECESSARY FOR A VALID SECURITY INTEREST IN MY EQUIPMENT AND ALL PROCEEDS THEREFROM.

ACCOUNTS, INSTRUMENTS, DOCUMENTS, CHATTEL PAPER, AND OTHER RIGHTS TO PAYMENT. ALL RIGHTS I HAVE NOW AND THAT I MAY HAVE IN THE FUTURE TO THE PAYMENT OF MONEY INCLUDING, BUT NOT LIMITED TO: PAYMENT FOR GOODS AND OTHER PROPERTY SOLD OR LEASED OR FOR SERVICES RENDERED, WHETHER OR NOT I HAVE EARNED SUCH PAYMENT BY PERFORMANCE; AND RIGHTS TO PAYMENT ARISING OUT OF ALL PRESENT AND FUTURE DEBT INSTRUMENTS, CHATTEL PAPER AND LOANS AND OBLIGATIONS RECEIVABLE. THE ABOVE INCLUDE ANY RIGHTS AND INTERESTS (INCLUDING ALL LIENS AND SECURITY INTERESTS) WHICH I MAY BY LAW OR AGREEMENT AGAINST ANY ACCOUNT DEBTOR OR OBLIGOR OF MINE AND ALL PROCEEDS THEREFROM.

ALL GENERAL INTANGIBLES INCLUDING, BUT NOT LIMITED TO, TAX REFUNDS, APPLICATIONS FOR PATENT, PATENTS, COPYRIGHTS, TRADEMARKS, TRADE SECRETS, GOOD WILL, TRADE NAMES, CUSTOMER LISTS, PERMITS AND FRANCHISES, AND THE RIGHT TO USE MY NAME AND ALL PROCEEDS THEREFROM.

ALL PAYMENTS, ACCOUNTS, GENERAL INTANGIBLES, OR OTHER BENEFITS (INCLUDING, BUT NOT LIMITED TO, PAYMENTS IN KIND, DEFICIENCY PAYMENTS, LETTERS OF ENTITLEMENT, WAREHOUSE RECEIPTS, STORAGE PAYMENTS, EMERGENCY ASSISTANCE PAYMENTS, DIVERSION PAYMENTS, AND CONSERVATION RESERVE PAYMENTS) IN WHICH I NOW HAVE AND IN THE FUTURE MAY HAVE ANY RIGHTS OR INTEREST AND WHICH ARISE UNDER OR AS A RESULT OF ANY PREEXISTING, CURRENT OR FUTURE FEDERAL OR STATE GOVERNMENTAL PROGRAM (INCLUDING, BUT NOT LIMITED TO, ALL PROGRAMS ADMINSTRATED BY THE COMMODITY CREDIT CORPORATION AND THE ASCS) AND ALL PROCEEDS THEREFROM.

ALL CROPS GROWING OR TO BE GROWN ON THE REAL PROPERTY DESCRIBED ON SCHEDULE "C" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

*Rebecca J. Ketterling*  
x Rebecca J. Ketterling

**STATE OF IDAHO - FARM PRODUCTS STATEMENT OF CONTINUATION, AMENDMENT, ETC. - FORM UCC-3F**

Mail to: Secretary of State, UCC Division, 700 W Jefferson, PO Box 83720, Boise ID 83720-0080  
 Telephone: 208-334-3191 Fax: 208-334-2847

IDAHO SECRETARY OF STATE  
 07/18/2002 05:00  
 CK: none CT: 24085 BH: 477618  
 1 @ 10.00 = 10.00 UCC3F # 2  
 Filing Number:  
 F 38604

See instructions, fee schedule and tables of codes on reverse.

Customer account number  
 24085

This statement refers to UCC-1F Farm Products Financing Statement file number:

F 50574

Filed on (month / day / year):

02/21/1996

- CONTINUATION. The original financing statement bearing file number shown is still effective.
- TERMINATION. Secured party no longer claims a security interest under the financing statement bearing file number shown.
- ASSIGNMENT. The secured party's right under the financing statement bearing file number shown has been assigned to the assignee shown at the bottom of form.
- AMENDMENT. Financing statement bearing file number shown is amended as set forth below.

This block for Filing Office use only.

Debtor 1	Organization or Indiv. Last Name KETTERLING	First Name LYNN	Middle Name	Suffix
Address	100 NORTH 160 WEST	City RUPERT	State ID ID	Zip 83350
SSN/TIN	519-66-5958			
Debtor 2	Organization or Indiv. Last Name KETTERLING	First Name REBECCA	Middle Name J.	Suffix
Address	100 NORTH 160 WEST	City RUPERT	State ID ID	Zip 83350
SSN/TIN	542-72-7808			
Debtor 3	Organization or Indiv. Last Name	First Name	Middle Name	Suffix
Address		City	State	Zip
SSN/TIN				
Debtor 4	Organization or Indiv. Last Name	First Name	Middle Name	Suffix
Address		City	State	Zip
SSN/TIN				

**Secured Party or Assignee of Record Name and Address**

Organization or Indiv. Last Name	D. L. EVANS BANK	First Name	Middle Name
Address	P. O. BOX 87	City	TWIN FALLS
State	ID	Zip	83303

**Acknowledgment Name and Address, if not Secured Party**

Organization or Indiv. Last Name	First Name	Middle Name
Address	City	State
		Zip

**Enter additions to or deletions from the farm products covered by the financing statement.**

Item No.	Add (A) / Delete (D)	Product Code	Product Name (optional)	County Code(s)	Crop Year(s), if less than all	Amount, if necessary	Unit	Add. Info
1	A	530	DAIRY CATTLE	34 16				
2								
3								
4								

Enter changes to debtor information, additional collateral information, other amendments, and assignee name and address.

Signature(s) of Debtor(s) -

Required for all amendments and continuations.

1 *Rebecca J. Ketterling*  
 2 *[Signature]*  
 3  
 4

Signature of Secured Party / Assignee of Record

*[Signature]*

**New Assignee Name and Address**

Organization or Indiv. Last Name	First Name	Middle Name
Address	City	State
		Zip

#3

STATE OF IDAHO - FARM PRODUCTS STATEMENT OF CONTINUATION,  
 AMENDMENT TO UCC-1 - FORM UCC-3F

Customer account number

#24085

See instructions, fee schedule and tables of codes on reverse.

Mail to: Secretary of State, UCC Division, 700 W. Jefferson, PO Box 83720, Boise, ID 83720-0880 Ph 208-334-3181

Debtor #1 (Last name, first, middle, title & mailing address)	SSN or TIN 519-66-5958	Debtor #3
KETTERLING, LYNN 100 NORTH 160 WEST RUPERT, ID 83350		

Debtor #2	542-72-7806	Debtor #4
KETTERLING, REBECCA J. 100 NORTH 160 WEST RUPERT, ID 83350		

Name and Address of Secured Party or Assignee of Record  D.L. EVANS BANK P.O. BOX 87 TWIN FALLS, ID 83303	This statement refers to UCC-1 farm products financing Statement No. <u>50574</u> filed on <u>FEBRUARY 21</u> , 19 <u>96</u>
	<input checked="" type="checkbox"/> CONTINUATION. The original financing statement bearing file number shown above is still effective. <input type="checkbox"/> TERMINATION. Secured party no longer claims a security interest under the financing statement bearing file number shown above. <input type="checkbox"/> ASSIGNMENT. The secured party's right under the financing statement bearing file number shown above has been assigned to the assignee shown below. <input type="checkbox"/> AMENDMENT. Financing statement bearing file number shown above is amended as set forth below.
Mailing Address for acknowledgment, if not Secured Party	

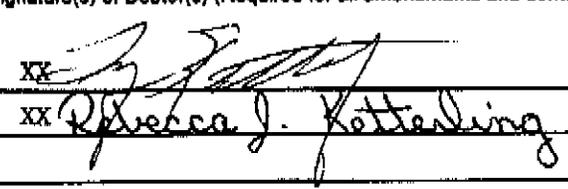
Enter additions to or deletions from the farm products covered by the financing statement.

Item No.	Add (A) / Delete (D)	Product Code	Product Name (optional)	County Code(s)	Crop Year(s), if Less than All	Amount, if Necessary	Unit	Add. Info.

Enter changes to debtor information, additional collateral information, other amendments, and assignee name and address

Assignee and address

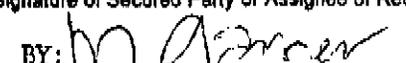
Signature(s) of Debtor(s) (Required for all amendments and continuations)

XX 

XX Rebecca J. Ketterling

Filing Office Use Only  
 IDAHO SECRETARY OF STATE  
 02/01/2001 09:00  
 CK: 5781 CI: 24085 BH: 376278  
 1 @ 18.00 = 18.00 UCC3F # 2  
 Filing Number: F 36348

Signature of Secured Party or Assignee of Record D.L. EVANS BANK

BY: 

#3

## Instructions for completion of UCC-3F

1. Please type this form in black ink.
2. Enclose filing fee of \$10.00 if form is typed, or \$14.00 if not typed. If form is used as a termination, there is no charge. For attachments, not counting any attached UCC-2F, add \$1.00 per printed page. If you have a pre-paid account with the Secretary of State, enter your customer number in the block at the top right corner in lieu of enclosing fees.
3. File only the original. Make copies for your file. The original will be returned as your acknowledgment.
4. Enter only one debtor's name or assumed name per block exactly as it was entered on the UCC-1F. Enter each debtor's SSN or TIN as indicated.
5. To delete a farm product, enter its item number from the UCC-1F, "D" for delete, and the three-digit product code, two-digit county code(s), etc. as they appear on the UCC-1F. To add a farm product, enter "A" for add, and complete the product code, county code(s), etc. To change details on a farm product, delete it and then add it as changed. If an added farm product requires additional information, check the "Add Info." column and enter it in the open area for amendments. Additional information should not exceed 150 characters and spaces for any product.
6. If debtors are added or changed, enter names Last, First, Middle and title, followed by SSN or TIN and address.
7. Each debtor must sign any amendment or continuation. The secured party must sign any UCC-3F.

### PRODUCT CODE TABLE

Product Code	Product	Product Code	Product	Product Code	Product
010	wheat	163	garden vegetable &	230	grapes
011	buckwheat		flower seeds	500	beef cattle and calves
020	barley	170	green peas	501	beefalo
021	rye (including triticale)	171	tomatoes	502	blain
022	oats	172	lettuce	510	sheep and lambs
023	sorghum grain	173	cucumbers	511	wool
024	flaxseed	174	broccoli	512	goats
025	safflower	175	cauliflower	513	llamas
026	rape (including canola)	176	lima beans	520	hogs
027	field corn	177	green beans	530	dairy cattle
028	millet	178	melons	531	milk
030	hay	179	carrots	540	horses
040	ensilage	180	turnips	541	mules
050	potatoes	181	asparagus	542	donkeys and burros
060	sugar beets	182	spinach and collards	550	chickens
070	dry beans	183	pumpkin and squash	551	eggs
080	dry peas	184	radishes	560	turkeys
081	lentils	190	apples	561	ducks
082	garbanzos (chick peas)	191	apricots	562	geese
090	sweet corn	192	cherries	563	game birds
100	onions	193	nectarines	570	mink & pets
101	onion seed	194	peaches	571	rabbits
102	garlic	195	pears	572	fox and pelts
110	mint	196	plums	580	bees
120	hops	200	strawberries	581	honey
130	popcorn	201	raspberries	582	bees wax
131	sunflower seeds	210	soy	590	fish and other
140	soybeans	211	nursery stock (trees &		aquaculture
150	rice		shrubs)	600	big game animals (deer
160	grass for seed	212	christmas trees		& elk)
161	alfalfa for seed	213	flowers and potted	610	worms
162	other hay legumes for		plants	620	cattle semen
	seed	220	mushrooms	621	horse semen

### COUNTY CODES

01 - Ada	21 - Franklin
02 - Adams	22 - Fremont
03 - Bannock	23 - Gem
04 - Bear Lake	24 - Gooding
05 - Benewah	25 - Idaho
06 - Bingham	26 - Jefferson
07 - Blaine	27 - Jerome
08 - Boise	28 - Kootenai
09 - Bonneville	29 - Latah
10 - Blaine	30 - Lemhi
11 - Boundary	31 - Lewis
12 - Butte	32 - Lincoln
13 - Camas	33 - Madison
14 - Canyon	34 - Minidoka
15 - Cassia	35 - Nez Perce
16 - Cassia	36 - Oneida
17 - Clark	37 - Owyhee
18 - Clearwater	38 - Payette
19 - Custer	39 - Power
20 - Elmore	40 - Shoshone

Unless otherwise indicated, counties are in Idaho.

### UNIT CODE

A - acres
B - bushels
C - hundred weight
E - cases
F - flats
G - gallons
H - head
L - pounds
N - bins
S - sacks
W - lugs
X - boxes
Z - stubs

STATE OF IDAHO - FARM PRODUCTS STATEMENT OF/CONTINUATION  
 AMENDMENT - FORM UCC-3F

pre-paid account  
customer number

See instructions, fee schedule and tables of codes on reverse.

Form approved by Pate T. Conaway, Secretary of State, UCC Division, Statehouse, Boise, ID 83720, Ph 209-334-3191.

Debtor #1 (Last name, first, middle, title & mailing address)	SSN or TIN 519-66-5958	Debtor #3
Ketterling, Lynn 100 N 160 W Rupert, Idaho 83350		
Debtor #2	542-72-7886	Debtor #4
Ketterling, Rebecca J. 100 N 160 W Rupert, Idaho 83350		

Name and Address of Secured Party D.L. Evans Bank 318 S Oneida Rupert, Idaho 83350	This statement refers to UCC-1 farm products financing statement No. <u>50574</u> filed on <u>2/22</u> , 19 <u>96</u>
	<input type="checkbox"/> CONTINUATION. The original financing statement bearing file number shown above is still effective. <input type="checkbox"/> TERMINATION. Secured party no longer claims a security interest under the financing statement bearing file number shown above. <input type="checkbox"/> ASSIGNMENT. The secured party's right under the financing statement bearing file number shown above has been assigned to the assignee shown below. <input checked="" type="checkbox"/> AMENDMENT. Financing statement bearing file number shown above is amended as set forth below.
Mailing Address for acknowledgment, if not Secured Party	

Enter additions to or deletions from the farm products covered by the financing statement.

Item No.	Add (A) / Delete (D)	Product Code	Product Name (optional)	County Code(s)	Crop Year(s), if Less than All	Amount, if Necessary	Unit	Add. Info.
5	A	010	Wheat	34, 16				
6	A	070	Beans	34, 16				
7	A	027	Field Corn	34, 16				

Enter changes to debtor information, additional collateral information, other amendments, and assignee name and address

Assignee and address

**RECEIVED**  
 MAR 26 1997  
 D.L. EVANS BANK  
 RUPERT OFFICE

Signature(s) of Debtor(s) (Required for all amendments and continuations)	Filing Office Use Only
<i>Lynn Ketterling</i> Lynn Ketterling	IDAHO SECRETARY OF STATE DATE 03/12/1997 0900 72335 2 CK # 2050 CUST# 1717 UCC3F 10 10.00= 10.00
<i>Rebecca J. Ketterling</i> Rebecca J. Ketterling	
Signature of Secured Party or Assignee of Record	# : F 31367
<i>D.L. Evans</i> D.L. Evans Bank	Revised 8/91

STATE OF IDAHO - FINANCING PRODUCTS STATEMENT FORM UCC-1F

pre-paid account  
customer number:

See instructions, fee schedule and tables of codes on reverse.

Form approved by Pete T. Canathusa, Secretary of State, UCC Division, Statehouse, Boise, ID 83720, Ph 208-334-3101.

Debtor #1 (Last name, first, middle, title & mailing address)	SSN or TIN	Debtor #3
Ketterling, Lynn 100North 160 West Rupert, ID 83350	519-66-5958	
Debtor #2		Debtor #4
Ketterling, Rebecca J. 100North 160 West Rupert, ID 83350	542-72-7806	

Name and Address of Secured Party D.L. Evans Bank 318 So. Oneida Rupert, ID 83350	Assignee and address
Mailing Address for acknowledgment, if not Secured Party	Filing office use only

Item No.	Product Code	Product Name (optional)	County Code(s)	Crop Year(s), If Less than All	Amount, if Necessary	Unit	Add. Info.
1	060	Sugar beets	34 16				
2	030	Hay	34 16				
3	020	Barley	34 16				
4	500	Beef Cattle	34 16				
5							
6							
7							
8							
9							

Signature(s) of Debtor(s)

*[Signature]*

*[Signature]*

Secured Party Signature

D.L. Evans Bank by: *[Signature]*

TERMINATION STATEMENT-The Secured Party no longer claims a security interest under the financing statement.

Secured Party or Assignee of Record \_\_\_\_\_ Date \_\_\_\_\_

Filing Office Use Only

IDAHO SECRETARY OF STATE  
DATE 02/21/1996 0900 39243

CK #: 1676 CUST#: 1717  
UCC1F FILE  
10.00= 10.00

# : F 50574

Revised 8/01

#3

STATE OF IDAHO - STATEMENT OF CONTINUATION,  
AMENDMENT TO UCC-1 - FORM UCC-3

Filing Office Use Only

Instructions:

1. PLEASE TYPE THIS FORM IN BLACK
2. Except for pre-paid account users, enclose filing fee of \$6.00 if form is typed, or \$10.00 if not typed. For amendments, add \$1.00 per printed page. Pre-paid account users must enter Customer Number in "Filing Office Use" block.
3. File only the original. Make copies for your file. The original will be returned as your acknowledgment.
4. Enter only one debtor's name or assumed name per debtor block exactly as it is to be indexed. If more than four names, use an attached sheet. Enter individual debtor names: Last, First Middle Title; e.g. Smith, John Alan Jr.
5. Be sure to correctly enter the UCC-1 Financing Statement number assigned by the filing officer.
6. One or more transactions may be made by a UCC-3. Check the appropriate boxes.

#24085

Form approved by Pete T. Cerniunas, Secretary of State, UCC Division, Statehouse, Boise, ID 83720. Ph 208-334-3101.

Debtor #1 (Last name, first, middle, title & mailing address)  KETTERLING, LYNN 100 NORTH 160 WEST RUPERT, ID 83350	Debtor #3
Debtor #2  KETTERLING, REBECCA J. 100 NORTH 160 WEST RUPERT, ID 83350	Debtor #4

Name and Address of Secured Party or Assignee of Record  D.L. EVANS BANK P.O. BOX 87 TWIN FALLS, ID 83303	This statement refers to UCC-1 financing statement No. <u>695415</u> filed on <u>FEBRUARY 21</u> , 19 <u>96</u>
Mailing Address for acknowledgment, if not Secured Party	<input checked="" type="checkbox"/> CONTINUATION. The original financing statement bearing the number shown above is still effective. <input type="checkbox"/> TERMINATION. Secured party no longer claims a security interest under the financing statement bearing the number shown above. <input type="checkbox"/> ASSIGNMENT. The secured party's right under the financing statement bearing the number shown above has been assigned to the assignee shown below. <input type="checkbox"/> AMENDMENT. Financing statement bearing the number shown above is amended as set forth below. <input type="checkbox"/> RELEASE. Secured party releases the collateral described below from the financing statement bearing the file number shown above.

Amendment or release information:

Assignee of secured party and address:

Signature(s) of debtor(s) (Required for all amendments except change of Secured Party name or address, change of debtor address, or notice of subordination)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Secured Party or Assignee of Record D.L. EVANS BANK

BY: *Lynthia West*

Filing Office Use Only  
IDAHO SECRETARY OF STATE  
09/14/2000 09:00  
CK: 5122 CT: 24085 DH: 348365  
18 6.00 = 6.00 UCC# 2  
Filing Number: B 6362307

#4

STATE OF IDAHO - STATEMENT OF CONTINUATION,  
AMENDMENT C - FORM UCC-3

Filing Office Use Only

Instructions:

- PLEASE TYPE THIS FORM IN BLACK
- Except for pre-paid account users, enclose filing fee of \$8.00 if form is typed, or \$10.00 if not typed. For attachments, add \$1.00 per printed page. Pre-paid account users must enter Customer Number in "Filing Office Use" block to right.
- File only the original. Make copies for your file. The original will be returned as your acknowledgment.
- Enter only one debtor's name or assumed name per debtor block exactly as it is to be indexed. If more than four names, use an attached sheet. Enter individual debtor names: Last, First Middle Title; e.g. Smith, John Alan Jr.
- Be sure to correctly enter the UCC-1 Financing Statement number assigned by the filing officer.
- One or more transactions may be made by a UCC-3. Check the appropriate boxes.

#24085

Form approved by Pete T. Conroy, Secretary of State, UCC Division, Statehouse, Boise, ID 83720, Ph 208-334-3191.

Debtor #1 (Last name, first, middle, title & mailing address)

KETTERLING, LYNN  
100 NORTH 160 WEST  
RUPERT, ID 83350

Debtor #3

Debtor #2

KETTERLING, REBECCA J.  
100 NORTH 160 WEST  
RUPERT, ID 83350

Debtor #4

Name and Address of Secured Party or Assignee of Record

D.L. EVANS BANK  
P.O. BOX 87  
TWIN FALLS, ID 83303

This statement refers to UCC-1 financing statement No. 695416  
filed on FEBRUARY 21, 19 96

Mailing Address for acknowledgment, if not Secured Party

- CONTINUATION. The original financing statement bearing file number shown above is still effective.
- TERMINATION. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- ASSIGNMENT. The secured party's right under the financing statement bearing file number shown above has been assigned to the assignee shown below.
- AMENDMENT. Financing statement bearing file number shown above is amended as set forth below.
- RELEASE. Secured party releases the collateral described below from the financing statement bearing the file number shown above.

Amendment or release information:

Assignee of secured party and address:

Signature(s) of debtor(s) (Required for all amendments except change of Secured Party name or address, change of debtor address, or notice of subordination)

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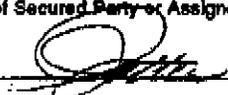
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Filing Office Use Only  
IDAHO SECRETARY OF STATE  
09/14/2008 09:00  
CK: 5122 CT: 24885 BN: 348365  
10 6.00 = 6.00 UCC3 # 4  
Filing Number: B 6362309

Signature of Secured Party or Assignee of Record D.L. EVANS BANK

BY: 

#5

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

IDAHO SECRETARY OF STATE  
 11/08/2001 05:00  
 CK: 7704 CT: 24085 BH: 428682  
 1 2 6.00 = 6.00 UCC1 FILE # 2  
 Filing Number:  
**B 2001-0911621-6**

**A. NAME & PHONE OF CONTACT AT FILER (optional)**  
 LINDA 736-9300

**B. SEND ACKNOWLEDGMENT TO: (Name and Address)**

D. L. Evans Bank  
 P. O. Box 87  
 Twin Falls, Idaho 83303

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

**1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names**

**1a. ORGANIZATION'S NAME**

OR

<b>1b. INDIVIDUAL'S LAST NAME</b> KETTERLING	<b>FIRST NAME</b> LYNN	<b>MIDDLE NAME</b>	<b>SUFFIX</b>
<b>1c. MAILING ADDRESS</b> 100 N 160 W	<b>CITY</b> RUPERT	<b>STATE</b> ID	<b>POSTAL CODE</b> 83350-9628
<b>1d. TAX ID #: SSN OR EIN</b>	<b>ADD'L INFO RE ORGANIZATION DEBTOR</b>	<b>1a. TYPE OF ORGANIZATION</b>	<b>1f. JURISDICTION OF ORGANIZATION</b>
			<b>1g. ORGANIZATIONAL ID #, if any</b> <input type="checkbox"/> NONE

**2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names**

**2a. ORGANIZATION'S NAME**

OR

<b>2b. INDIVIDUAL'S LAST NAME</b> KETTERLING	<b>FIRST NAME</b> REBECCA	<b>MIDDLE NAME</b> JEAN	<b>SUFFIX</b>
<b>2c. MAILING ADDRESS</b> 100 N 160 W	<b>CITY</b> RUPERT	<b>STATE</b> ID	<b>POSTAL CODE</b> 83350-9628
<b>2d. TAX ID #: SSN OR EIN</b>	<b>ADD'L INFO RE ORGANIZATION DEBTOR</b>	<b>2a. TYPE OF ORGANIZATION</b>	<b>2f. JURISDICTION OF ORGANIZATION</b>
			<b>2g. ORGANIZATIONAL ID #, if any</b> <input type="checkbox"/> NONE

**3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)**

**3a. ORGANIZATION'S NAME**

OR

<b>3b. INDIVIDUAL'S LAST NAME</b> D. L. Evans Bank	<b>FIRST NAME</b>	<b>MIDDLE NAME</b>	<b>SUFFIX</b>
<b>3c. MAILING ADDRESS</b> 318 S. Oneida	<b>CITY</b> Rupert	<b>STATE</b> ID	<b>POSTAL CODE</b> 83350
			<b>COUNTRY</b> USA

4. This FINANCING STATEMENT covers the following collateral: All of the following which Debtor owns now or in the future, together with all parts, accessories, repairs, replacements, improvements, and accessions, and wherever located: **EQUIPMENT:** All equipment including, but not limited to, machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and record keeping equipment, parts, and tools. The property includes any equipment described in a list or schedule Debtor gives to Secured Party, but such a list is not necessary to create or perfect a valid security interest in all of Debtor's equipment. (PURCHASE MONEY SECURITY INTEREST): ALL VINYL CALF PENS NOW OWNED OR HEREAFTER ACQUIRED.

PRODUCTS/PROCEEDS OF COLLATERAL ARE ALSO COVERED BY THIS STATEMENT.

5. ALTERNATIVE DESIGNATION (if applicable):  LESSEE/LESSOR  CONSIGNEE/CONSIGNOR  BAILEE/BAILOB  SELLER/BUYER  AG. UEN  NON-UCC FILING

6.  This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum.  Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional)  All Debtors  Debtor 1  Debtor 2

7. Check to REQUEST ADDITIONAL FEE

8. OPTIONAL FILER REFERENCE DATA

# 10

**STATE OF IDAHO - STATEMENT OF CONTINUATION,  
AMENDMENT ETC. - FORM UCC-3**

Customer account number

**Instructions:**

1. PLEASE TYPE THIS FORM IN BLACK.
2. Except for pre-paid account users, enclose filing fee of \$5.00 if form is typed, or \$10.00 if not typed. For attachments, add \$1.00 per printed page. Pre-paid account users must enter Customer Number in "Customer account number" block to right.
3. File only the original. Make copies for your file. The original will be returned as your acknowledgment.
4. Enter only one debtor's name or assumed name per debtor block exactly as it is to be indexed. If more than four names, use an attached sheet. Enter individual debtor names: Last, First Middle TMI; e.g. Smith, John Alan Jr.
5. Be sure to correctly enter the UCC-1 Financing Statement number assigned by the filing officer.
6. One or more transactions may be made by a UCC-3. Check the appropriate boxes.

#24085

Mail to: Secretary of State, UCC Division, 700 W. Jefferson, P.O. Box 83720, Boise, ID 83720-0080. Ph 208-334-3191.

**Debtor #1 (Last name, first, middle, title & mailing address)**  
  
 KETTERLING, LYNN  
 100 N 160 W  
 RUPERT, ID 83350

**Debtor #3**

**Debtor #2**  
  
 KETTERLING, REBECCA J  
 100 N 160 W  
 RUPERT, ID 83350

**Debtor #4**

**Name and Address of Secured Party or Assignee of Record**

D.L. EVANS BANK  
 318 SOUTH ONEIDA  
 RUPERT, ID 83350

**Mailing Address for acknowledgment, if not Secured Party**

D.L. EVANS BANK  
 P.O. BOX 87  
 TWIN FALLS, ID 83303

This statement refers to UCC-1 financing statement file No. 728970  
 filed on NOVEMBER 12, 1996

- CONTINUATION. The original financing statement bearing file number shown above is still effective.
- TERMINATION. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- ASSIGNMENT. The secured party's right under the financing statement bearing file number shown above has been assigned to the assignee shown below.
- AMENDMENT. Financing statement bearing file number shown above is amended as set forth below.
- RELEASE. Secured party released the collateral described below from the financing statement bearing the file number shown above.

**Amendment or release information:**

**Assignee of secured party and address:**

PLEASE AMEND ADDRESS OF SECURED PARTY TO:

D.L. EVANS BANK  
 P.O. BOX 87  
 TWIN FALLS, ID 83303

Signature(s) of debtor(s) (Required for all amendments except change of Secured Party name or address, change of debtor address, or notice of subordination)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Signature of Secured Party or Assignee of Record D.L. EVANS BANK

BY: *M. Garner*

Filing Office Use Only  
 IDAHO SECRETARY OF STATE

06/18/2001 09:00  
 CK: 6697 CT: 24885 BH: 407518

1 @ 6.00 = 6.00 UCC3 BASIC # 2

filing Number: B 6368503

G:\UCC\FORMS\UCC3.PMB Revised 08/01

#7

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

IDAHO SECRETARY OF STATE  
 04/22/2002 05:00  
 CK: 9002 CT: 24805 BH: 468598  
 1 @ 6.00 = 6.00 UCC1 FILE # 2  
 Filing Number:  
 B 2002-0921821-7

A. NAME & PHONE OF CONTACT AT FILER (optional)  
 MELINDA (208) 736-9300

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

D. L. Evans Bank  
 P. O. Box 87  
 Twin Falls, Idaho 83303

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME			
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME
	KETTERLING		LYNN
1c. MAILING ADDRESS		CITY	STATE
100 NORTH 160 WEST		RUPERT	ID
		POSTAL CODE	COUNTRY
		83350	USA
1d. TAX ID # SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION
			1g. ORGANIZATIONAL ID #, if any
			<input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME			
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME
	KETTERLING		REBECCA
2c. MAILING ADDRESS		CITY	STATE
100 NORTH 160 WEST		RUPERT	ID
		POSTAL CODE	COUNTRY
		83350	USA
2d. TAX ID # SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION
			2g. ORGANIZATIONAL ID #, if any
			<input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME			
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME
	D. L. EVANS BANK		
3c. MAILING ADDRESS		CITY	STATE
318 S. ONEIDA		RUPERT	ID
		POSTAL CODE	COUNTRY
		83350	USA

4. THIS FINANCING STATEMENT covers the following collateral: (PURCHASE MONEY SECURITY INTEREST) 1995 ALLEN 8827 HYDRAULIC RAKE SERIAL #AHR8827380.

PRODUCTS/PROCEEDS OF COLLATERAL ARE ALSO COVERED BY THIS STATEMENT.

5. ALTERNATIVE DESIGNATION (if applicable):  LESSEE/LESSOR  CONSIGNEE/CONSIGNOR  BAILEE/BAILOR  SELLER/BUYER  AG. LIEN  NON-UCC FILING

6.  THIS FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s)  All Debtors  Debtor 1  Debtor 2 (optional) (ADDITIONAL FEE)

B. OPTIONAL FILER REFERENCE DATA

#8