

Les Bock  
 DILLION, BOSCH, DAW & BOCK,  
 CHARTERED  
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 Boise, Idaho 83702  
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U.S. COURTS  
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 CAMERON S. BURKE  
 CLERK IDAHO

Attorneys for John Deere Company

IN THE UNITED STATES BANKRUPTCY COURT  
 FOR THE DISTRICT OF IDAHO

In Re	)	
	)	Case No. 96-02095
TERRY HIPWELL,	)	Chapter 12
	)	
	)	MOTION FOR RELIEF
	)	FROM AUTOMATIC STAY
Debtor.	)	
_____	)	

Pursuant to 11 U.S.C. § 362(d) of the Bankruptcy Code, Bankruptcy Rules 4001, 7055, 9014 and LBR 309, John Deere Company ("John Deere"), by its undersigned attorneys, moves the Court to terminate the automatic stay existing on the below-described property owned by Terry Hipwell ("Debtor") and allow John Deere to foreclose on its security interest in the same. The subject property ("Collateral") is described as follows:

- A. Brittonya Sprayer 36 Row 500 Gallon (Id. No. 021662240817);
- B. Parma 12 Row Triple Drum Defoilator (Id. No. 14249-95);
- C. Parma 6 Row Harvester (Id. No. 23095);
- D. Case 2470 Tractor (Id. No. 8793720);
- E. John Deere 4600 Plow 5 Bottom (Id. No. 12847);
- F. Miller Disk 18' Offset (Id. No. 48525);
- G. Northwest 12 Row Power Harrow (Id. No. TAG000473);
- H. John Deere 4850 Tractor (Id. No. RW4850P002569);
- I. John Deere 4630 Tractor (Id. No. 4630H012320R); and
- J. International Harvester 1480 Combine & 22' International Harvester 810 Platform (Id. No. 01882).

Good cause exists for the granting of this Motion, as follows:

1. On or about April 8, 1994 through October 3, 1995, the Debtor entered into five Loan Contract and Security Agreements ("Agreements") in favor of John Deere for the purchases of the Collateral. True and correct photocopies of the Agreements are attached hereto as Exhibit A. Photocopies of the UCC-1, Financing Statements, filed with the Idaho Secretary of State with respect to the Agreements are attached hereto as Exhibit B.

2. In order to secure the payment of the amounts due under the Agreements, the Debtor granted John Deere a security interest in the Collateral.

3. The Agreements provide, among other things, that if the Debtor fails to pay any installment when due or attempts to sell or encumber any interest in the Collateral, John Deere may take possession of the Collateral, exercise any other remedies provided by law, and immediately and without notice declare the entire balance due under the Agreements due and payable.

4. The Debtor filed a petition for relief under Chapter 12 of the Bankruptcy Code on August 23, 1996.

5. The Debtor is delinquent in its payments to John Deere in the amount of \$152,035.57, plus interest at a per diem rate of \$41.10.

6. The Debtor has not offered John Deere adequate protection for the use of the Collateral, and John Deere does not have adequate protection for its security interest in the Collateral.

7. There is no reasonable likelihood that the Debtor can be rehabilitated or that the Debtor will be able to effectuate a plan.

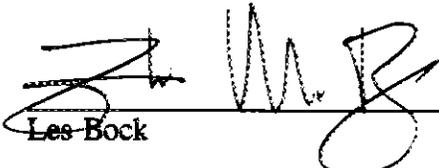
**THEREFORE**, John Deere moves that this Court order the following:

- A. that the automatic stay is terminated as against John Deere;
- B. that the Debtor and Trustee, and their agents, servants, and employees, shall release the Collateral to John Deere;
- C. that John Deere be entitled to foreclose on its interest in the Collateral; and
- D. that the Court shall grant such other and further relief as the Court deems just and proper.

DILLION, BOSCH, DAW & BOCK,  
CHARTERED

Dated: October 29, 1996

By:

  
Les Bock

CERTIFICATE OF SERVICE

I certify that on October 29, 1996, I caused a true and correct copy of the foregoing document to be forwarded, by the method indicated below, to the following persons:

Howard R. Foley  
P.O. Box 10  
Meridian, Idaho 83642

Hand Delivery \_\_\_\_\_  
U.S. Mail  \_\_\_\_\_  
Fax \_\_\_\_\_  
Fed. Express \_\_\_\_\_

Ronald D. Schoen  
P.O. Box 216  
Payette, Idaho 83661

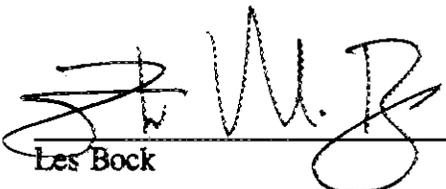
Hand Delivery \_\_\_\_\_  
U.S. Mail  \_\_\_\_\_  
Fax \_\_\_\_\_  
Fed. Express \_\_\_\_\_

U.S. Trustee  
304 N. 8th Street, Room 347  
P.O. Box 110  
Boise, Idaho 83701

Hand Delivery \_\_\_\_\_  
U.S. Mail  \_\_\_\_\_  
Fax \_\_\_\_\_  
Fed. Express \_\_\_\_\_

Terry Hipwell  
30932 Shelton Road  
Parma, Idaho 83660

Hand Delivery \_\_\_\_\_  
U.S. Mail  \_\_\_\_\_  
Fax \_\_\_\_\_  
Fed. Express \_\_\_\_\_

  
Les Bock

159	BOB 466-8414	1EMAY95	519-86-2600
CAMPBELL TRACTOR CO		2014 FRANKLIN BLVD	NAMPA ID 83687
30992 SHELTON		FERRY	MAY 26 1995
CANYN ID 83650			
206 722-7823	CANYN ID	CANYON ID	PLACE OF PURCHASE
3198AE600	02		SEC. OF STATE

I hereby apply to Deere & Company (the "Lender") for loan of the Amount Financed shown below, and on the following terms and conditions. The amount of the Unpaid Balance or Cash Price shown below or, if it is to be used to finance the Balance Due on my Purchase Order enclosed in connection with the purchase from the Seller of the Equipment described below (the "Goods"), I agree that I have received the Goods.

PARTIES: In this agreement, the words "I", "me", and "my" mean the persons, whether one or more who sign it as "Borrower" (who is also known as "Debtor").

PROMISSORY NOTE: If this Loan Contract is accepted by Lender, I promise to pay to Lender or its order the TOTAL OF PAYMENTS as in line 5 below, in monthly installments and/or installments other than monthly as shown below. If more than one person signs this agreement as "Borrower" we will be jointly and severally liable for all amounts due under this agreement. I represent that the Goods are being purchased for a business, commercial or agricultural purpose.

QTY	UNIT	MODEL	GOODS EQUIPMENT	PRODUCT IDENTIFICATION NO.	DELIVERED CASH PRICE
			BRITTONYR SPRAYER, 36 ROW, 500 GAL.	0EY66E240S17	13500 00
Prior Approval #746					
					13500 00
QTY	UNIT	MODEL	DESCRIPTION OF TRADE-IN (From Purchase Order)	PRODUCT IDENTIFICATION NO.	AMOUNT
			1E' GRADERS HOE	Tag 00043	4150 00
CASH TRADE-IN					4150 00

MONTHLY	OTHER	TOTAL MONTHLY	MONTHLY INSTALLMENTS	FINANCING OF AMOUNT FINANCED
9511 25	20 MAY 95	2687 13		SALES TAX (incl. State, Local, & Fed. Excise)
8032 21	20 MAY 95	2687 13		CASH PRICE (including tax)
8368 37	30 MAY 95	2687 13		TRADE-IN CASH PRICE (incl. tax & Cash Price Payment)
4478 24	40 MAY 95	2687 13		UNPAID BALANCE OF CASH PRICE (incl. tax)
2380 05	20 MAY 95	2687 13		DOWN PAYMENT (incl. Cash Price Payment)
				FINANCE CHARGE (incl. tax & interest)
				ANNUAL PERCENTAGE RATE 18.65
				17555 53

**SECURITY AGREEMENT:** To secure the indebtedness evidenced by this contract I hereby grant to Lender (Secured Party) a security interest in the Goods described above (which term includes items, if any, listed as "security" or "additional security") and all parts and accessories now or hereafter incorporated in or on such Goods by way of addition, accession or replacement. I also grant you a security interest in all insurance proceeds and refunds of insurance premiums financed hereunder.

**PREPAYMENT REFUND:** I may prepay the full outstanding balance due under this agreement at any time before my payments are due and will get a refund of any unearned finance charge.

**LATE PAYMENTS:** In addition to promising to pay the installments set forth above, I promise to pay past due interest accrued from maturity on each installment in default more than 10 days (15 days in North Carolina) at the highest rate permitted by applicable state law.

**ADDITIONAL CONTRACT INFORMATION:** See the front and back of this agreement for additional information and terms regarding non-payment, default, the right to demand immediate payment, and prepayment refund.

**STATE LAW APPLYING:** Except as prohibited by the law of the state where I live, the construction and validity of this agreement shall be controlled by the laws of the state where this agreement is accepted and entered into, and the validity of the security interest shall be controlled by the law of the state where the Goods are to be kept and used.

**PHYSICAL DAMAGE INSURANCE REQUIRED (See Provisions on Reverse Side)**

Liability insurance coverage for bodily injury and property damage caused to others not included.

**ADDITIONAL PROVISIONS CONCERNING RIGHTS OF THE PARTIES ON REVERSE SIDE ARE A PART OF THIS CONTRACT**

INSURANCE (See Provisions on Reverse Side): I may obtain Physical Damage Insurance from Deere & Company (which term includes items, if any, listed as "security" or "additional security") and all parts and accessories now or hereafter incorporated in or on such Goods by way of addition, accession or replacement. I also grant you a security interest in all insurance proceeds and refunds of insurance premiums financed hereunder.	DATE: 5-18-95	AMOUNT: 17555.53
Credit Life Insurance (not required in certain states) and will not be provided unless I sign at the right, the position is shown and/or on the reverse side of this contract.	DATE: 5-18-95	AMOUNT: 17555.53

**NOTICE TO BUYER:** 1. Do not sign this contract before you have read it or if it contains blank spaces. 2. You are entitled to an exact and completely filled in copy of this contract when you sign it. Keep it to protect your legal rights. 3. Under law, you have the following rights, among others: a. to pay off to advance the full amount due and to obtain a partial refund of the finance charge, b. to redeem the property if repossessed for a default within the time provided by law, c. to require, under certain conditions, a resale of the property if repossessed.

**CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.**

I acknowledge receipt of a true copy hereof.

Accepted By: **DEERE & COMPANY (Lender/Secured Party)**  
**A DIVISION OF DEERE & COMPANY**  
 WEST DES MOINES, IOWA

By: *[Signature]* Date: 5-18-95

DOCP 2016 04-7 **220268** ORIGINAL **AG148000U-10-PR00-1**

VARIABLE RATE LOAN CONTRACT - SECURITY AGREEMENT

PAGE 1 OF 1

DEALER (NAME) CAMPBELL TRACTOR CO	ADDRESS 2015 FRANKLIN BLVD PARMA OH 44130	PHONE NO. 216-885-4400	DATE OF CONTRACT OCT 17 1995	FINANCIAL INSTITUTION (NAME) DEERE CREDIT SERVICES, INC.	ADDRESS 11111 DEERE DRIVE MUSKOGEE AL 36502	PHONE NO. 205-336-2000	DATE OF CONTRACT OCT 17 1995
BORROWER (NAME) MIPWELL TERRY		ADDRESS 3099E SHELTON PARMA OH 44130		BORROWER (NAME) CANYN ID		ADDRESS CANYN ID SEC. OF STATE	

I hereby apply to Dealer & Company, the "Lender" for a loan of the Amount Financed shown below, and on the following terms and conditions. The amount of the Unpaid Balance of Cash Price shown below on Line 9 is to be used to finance the Balance Due on the Purchase Order executed in connection with the purchase from the Seller of the Equipment described below (the "Goods"). I agree that I have received the Goods.

PRIME: In this agreement the words "I", "me", and "my" mean the person, whether one or more, who sign(s) as "Borrower(s)" (who is also known as "Debtor(s)"); "PROBATIONARY NOTE" is the Loan Contract accepted by Lender; I promise to pay to Lender or its order the TOTAL OF PAYMENTS as in line 6 below; I promise to make monthly payments (and/or installments) other than monthly as shown below, with each payment to the amount of the last installment or number of installments and in the TOTAL OF PAYMENTS as may be necessary to reflect a change in the ANNUAL PERCENTAGE RATE of the FINANCE CHARGE as described below; if more than one person signs this agreement as "Borrower" we will be jointly and severally liable for all amounts due under this agreement. I represent that the Goods are being purchased for a business, commercial or agricultural purpose.

QTY	PKT	MPR	MODEL	DESCRIPTION OF TRADE-IN (From Purchase Order)	PRODUCT IDENTIFICATION NO.	DEALER CASH PRICE	
1	U	PAR	PARMA 1E ROW TRIPLE DRUM DEFOLIATOR		74249-95	38500 DC	
1	U	PAR	PARMA 6 ROW HARVESTER		23095	10000 DC	
1	U	CAS	2470 TRACTOR		8723720	11700 DC	
1	U	3E	4600 PLOW 3 BOTTOM		12847	3000 DC	
1	U	MIL	MILLER DISK 18" OFFSET		48523	6000 DC	
						75800 DC	
TRADE-IN						DEFOLIATOR	21800 DC
						21800 DC	

MONTH	START DATE	END DATE	MONTHLY PAYMENT	MONTHLY FINANCE CHARGE	MONTHLY TOTAL PAYMENT	MONTHLY UNPAID BALANCE
54270	10/18/95	10/01/96	14838	10	14848	13358
43285	11/18/95	11/01/96	14838	10	14848	11873
35944	12/18/95	12/01/96	14838	10	14848	10388
25864	01/18/96	01/01/97	14838	10	14848	8903
13374	02/18/96	02/01/97	14838	10	14848	7418

Note: The Annual Percentage Rate (APR) may increase during the term of this transaction if the Current base rate (shown below) increases. Any resulting increase in the Total of Payments will take the form of a larger amount due on the next remaining installment, or as an additional installment. EXAMPLE: If the amount financed was \$10,000 at 15 percent APR for 48 months and the rate increased to 10 percent APR in the 20th month, the final payment would increase by \$236.00. Monthly Payment contract, \$236.16; Semi-Annual Payment contract, \$236.17; Annual Payment contract.

SECURITY AGREEMENT: To secure the performance of my obligations under this contract I hereby grant to Lender (Secured Party) a Security Interest in the Goods described above (which have included items, if any, listed as "security" or "accessory security") and all parts and accessories now or hereafter incorporated in or on said Goods by way of addition, accession or replacement.

EARLY PAYMENT: I may prepay my obligation in full at any time prior to the original or any extended maturity and I will be charged only for earned Finance Charges. No penalty will be imposed for early payment.

FINANCE CHARGE AND INSTALLMENT COMPUTATION: The Finance Charge shall be imposed on an actuarial basis on the unpaid balance of the Amount Financed, using an Annual Percentage Rate determined each month, as provided in this paragraph (the "Contract Rate"). The unpaid balance of the Amount Financed shall be reduced by the portion of each installment not allocated to earned Finance Charge. The Contract Rate shall be equal to: (a) the "Current base rate" (the annual percentage rate of interest announced publicly from time to time by Citicorp, N.Y. in New York, New York as the base rate I use in determining the rate of interest I charge on loans) which was in effect at the close of business on the 15th day of the preceding month; (b) the Variable Rate Additive shown above; or (c) the highest rate permitted by applicable state or Federal law, whichever is less. The Contract Rate will be reduced accordingly, if the MAXIMUM CONTRACT RATE shown above is less than the Contract Rate determined above. The estimated Finance Charge, Total of Payments, and Total Sale Price shown above are based upon an Annual Percentage Rate equal to the Contract Rate (without regard to rate limits imposed by Federal or state law) in effect on the first day of the month in which this contract is dated. Any change in the Total of Payments resulting from changes in the Contract Rate will be reflected in an increase or decrease in the amount due at the first installment except as provided hereafter. If the amount of any reduction in the Total of Payments would be equal to or greater than the scheduled first installment, then the scheduled first installment will not be due and the next preceding installment(s) will be reduced accordingly. If the first installment would be increased from that scheduled by more than one-half, then the time for payment will be extended for the time necessary to pay the excess unpaid balance with Finance Charge in installment amount and in time intervals equal to those scheduled, with an appropriate reduction in the amount of the adjusted first installment to the amount necessary to pay the amount due. I will be notified a periodic statement showing any changes in the Contract Rate and such statements shall constitute amendments to this contract.

LATE PAYMENTS: In addition to promising to pay the installments set forth above, as adjusted, I promise to pay past due interest accrued from maturity on each installment in default more than 10 days (15 days in North Carolina) at the highest rate permitted by applicable state law.

PHYSICAL DAMAGE INSURANCE REQUIRED (See Provisions on Reverse Side)  
Liability insurance coverage for bodily injury and property damage caused to others not included.

INSURANCE DISBURSEMENTS: I may obtain Physical Damage insurance from another source and may not be eligible for a cash refund. If I get the insurance from another source, I will pay the Premium shown at right. No insurance will be provided unless I sign at the right. The premium is shown and Lender accepts this contract.	INSURANCE PREMIUM \$1000	INSURANCE PREMIUM \$1000
--	-----------------------------	-----------------------------

STATE LAW APPLYING: Except as prohibited by the law of the state where I live, the construction and validity of this agreement shall be controlled by the law of that state, where this agreement is accepted and entered into, and the validity of the security interest shall be controlled by the law of the state where the Goods are to be kept and used.

ADDITIONAL PROVISIONS CONCERNING RIGHTS OF THE PARTIES ON REVERSE SIDE ARE A PART OF THIS CONTRACT.

NOTICE TO BORROWERS: 1. Do not sign this contract before you read it or if it contains blank spaces. 2. You are entitled to an exact and complete copy of this contract when you sign it. Keep it to protect your legal rights. 3. Under the law you have the following rights, among others: a. To pay off in advance the full amount due and to obtain a partial refund of the finance charge; b. To redeem the property if repossessed for a default within the time provided by law; c. To require, under certain conditions, a resale of the property if repossessed.

CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

I acknowledge receipt of a true copy hereof.

Accepted by the Lender (Secured Party) DIVISION OF DEERE & COMPANY WEST DES MOINES, IOWA

Accepted by the Borrower (Debtor) MIPWELL TERRY CANYN ID

DATE: 10-17-95

DEALER'S SIGNATURE: [Signature]

DATE: 10-17-95

DEALER'S ADDRESS: 2015 FRANKLIN BLVD, PARMA, OH 44130

DEALER'S PHONE: 216-885-4400

DEALER'S FAX: 216-885-4400

DEALER'S E-MAIL: [Blank]

DEALER'S WEBSITE: [Blank]

DEALER'S SOCIAL SECURITY: [Blank]

DEALER'S TAX ID: [Blank]

DEALER'S BUSINESS LICENSE: [Blank]

DEALER'S MOTOR VEHICLE LICENSE: [Blank]

DEALER'S DRIVER LICENSE: [Blank]

DEALER'S RESIDENTIAL ADDRESS: [Blank]

DEALER'S HOME PHONE: [Blank]

DEALER'S HOME FAX: [Blank]

DEALER'S HOME E-MAIL: [Blank]

DEALER'S HOME WEBSITE: [Blank]

DEALER'S HOME SOCIAL SECURITY: [Blank]

DEALER'S HOME TAX ID: [Blank]

DEALER'S HOME BUSINESS LICENSE: [Blank]

DEALER'S HOME MOTOR VEHICLE LICENSE: [Blank]

DEALER'S HOME DRIVER LICENSE: [Blank]

DEALER'S HOME RESIDENTIAL ADDRESS: [Blank]

DEALER'S HOME PHONE: [Blank]

DEALER'S HOME FAX: [Blank]

DEALER'S HOME E-MAIL: [Blank]

DEALER'S HOME WEBSITE: [Blank]

DEALER'S HOME SOCIAL SECURITY: [Blank]

DEALER'S HOME TAX ID: [Blank]

DEALER'S HOME BUSINESS LICENSE: [Blank]

DEALER'S HOME MOTOR VEHICLE LICENSE: [Blank]

DEALER'S HOME DRIVER LICENSE: [Blank]

**ADDITIONAL PROVISIONS CONCERNING RIGHTS OF THE PARTIES**

**PREPAYMENT REFUNDS:** Any refund of unearned finance charges (as described on the front) will be figured by the actuarial method (a common formula for figuring refunds on the early payment of installment contracts) but it will exclude the amount, if any, charged for limiting the MAXIMUM CONTRACT RATE, which amount is also a cost incurred by Lender for the same purpose and is based on the AMOUNT FINANCED. Such amount is considered earned when this agreement is executed, and it will not be subject to refund or rebate at any time thereafter.

**APPLICATION OF PAYMENTS:** Any sums received from me may be applied at Lender's discretion to obligations hereunder as to any other indebtedness owed by me to Lender despite directions, if any, appearing on the remittance, and to interest before principal, and if permitted by law to prepay interest before installments.

**DEFAULT:** This contract shall be in default (a) if I fail to pay any installment when due, (b) if I attempt to sell or encumber my interest in the Goods, (c) if I institute or have instituted against me proceedings under any bankruptcy or insolvency law, (d) if I make an assignment for the benefit of creditors, (e) if I fail to pay any taxes levied on the Goods, (f) if any attachment, execution, writ or other process is levied against any of my property, (g) if I fail at any time to keep the Goods properly insured as described below, (h) if I remove the Goods, without prior written notice to Lender, from the location to which I have agreed to keep them, or (i) if for any reason Lender deems the debt or security unsafe. In any such event Lender may take possession of any Goods in which Lender has a security interest or Lender may require me to accept to such Goods and make them available to Lender at a place to be designated by Lender which is reasonably convenient to both Lender and me. Lender may also exercise any other remedies provided by law, and may immediately and without notice declare the entire balance of this contract due and payable. In addition, to the extent permitted by law, Lender may collect all reasonable expenses, including attorney's fees, incurred in realizing on the security interest granted hereunder, or otherwise enforcing the terms of this contract. If I write in large letters that any retreating amounts due under this contract after my default by me shall be payable to Lender or its Office in Dallas, in Dallas County, Texas.

**WAIVER OF LOSS AND OTHER AGREEMENTS:** The Goods are held by me at my risk and expense with no recourse in my obligation on account of loss or damage. I will settle all claims of any kind against BSA OR directly with COLLIER and I will not use any such claim as a defense, setoff or counterclaim against any claim by Lender to enforce this contract. Waiver of recoupment of any breach or default shall not constitute a waiver of any other or subsequent breach or default. I authorize Secured Party of any assignee hereof to file (or to execute on my behalf and file a financing statement for continuation) in order to perfect the security interest granted herein, including the type of liens described herein or described by such liens. A carbon impression of my signature shall be sufficient to authenticate a financing statement describing the Goods. Any provision hereof prohibited by law shall be ineffective and deemed deleted to the extent such prohibition does not invalidate any other provision hereof. Lender may correct patent or clerical errors in this contract, or in any purchase orders or financing statements executed in connection herewith.

**PHYSICAL DAMAGE INSURANCE PROVISIONS:** I agree that (except to the extent this contract is for service work) I will at all times keep the Goods insured against all risks of loss, damage or destruction for their full insurable value, with a deductible based on loss payee. I may choose the person through whom I obtain the insurance, but the insurance must be acceptable to Lender. Such insurance will provide that it may not be cancelled by me without Lender's consent and may not be cancelled by the insurer without at least 10 days written notice to Lender. I agree to provide Lender with evidence of the paid up insurance policy that I have on the Goods within 15 days of the date of this contract and at least 30 days before the renewal date. It is understood that if I fail to deliver to Lender satisfactory evidence of paid up insurance, Lender may but shall not be obligated to, purchase such insurance. I agree to pay the cost thereof either at such time as Lender demands, jointly together with interest thereon of the Contract rate until paid, or to have such cost credited as insurance by the amounts of the installments at the sole discretion of Lender. If I provide evidence of paid-up insurance after these time periods, I agree to pay to Lender for the cost of any insurance Lender purchases until the date such evidence is provided by me. In addition, if permitted by law, I agree to pay a reasonable administrative fee to Lender for obtaining and cancelling such insurance.

I understand that I may meet this insurance requirement by having Lender purchase such insurance. In addition, in an event of physical damage insurance in the insurance Disclosure box on the front of this contract will be my election to do this, but such insurance will be purchased only if Deere & Company accepts this agreement. Such insurance will cover the full market value of the Goods at the time of loss and will remain in effect until my debt to Lender is paid in full, or Lender's security interest in the Goods terminates, or I default under this contract and Lender cancels the insurance, or any of the Goods are repossessed, or the Retail Installment Sales Floor Policy under which I enter purchased the insurance is terminated.

If I default under this contract, I give Lender permission to cancel any insurance on the Goods and, if allowed by law, to apply any premium refunds to my debt to Lender with any excess returned to me.

Any proceeds payable to me from insurance by reason of loss, damage or destruction of the Goods, may be applied to my outstanding debt to Lender or to replacement of the Goods, at Lender's sole discretion.

I understand and agree that Lender may consider my debt in default if I fail to keep the Goods properly insured at any time before my debt to Lender is paid in full. If that happens, Lender may, but is not obligated to, buy insurance to protect the Goods and add the cost to my debt to Lender, and I promise to pay such additional cost upon Lender's demand.

WEST DES MOINES  
A DIVISION OF DEERE & COMPANY

**VARIABLE RATE LOAN CONTRACT - SECURITY AGREEMENT**

AGREEMENT 1 OF 1

DEALER NAME CAMPBELL TRACTOR CO	DEALER ADDRESS 2014 FRANKLIN BLVD MOMONA, ID 83403	DEALER PHONE NO. 208-444-8414	DEALER FAX NO. 208-444-8414	DEALER LICENSE NO. 208-51003	DEALER STATE ID
BUYER NAME NIPMELL TERRY	BUYER ADDRESS 30922 SHELTON PARMA, CANVON ID 83460	BUYER PHONE NO. 208-722-7223	BUYER FAX NO.	BUYER LICENSE NO.	BUYER STATE ID
BUYER SOCIAL SECURITY NO.	BUYER DRIVER LICENSE NO.	BUYER DRIVER LICENSE STATE	BUYER DRIVER LICENSE EXPIRES	BUYER DRIVER LICENSE CLASSIFICATION	BUYER DRIVER LICENSE ENDORSEMENTS

I hereby apply to Dealer & Company, the "Lender," for a loan of the Amount Financed shown below and on the following terms and conditions. The amount of the Unpaid Balance of Cash Price shown below on Line 3 is to be used to finance the Balance Due on the Purchase Order executed in connection with the purchase from the Seller of the Equipment described below (the "Goods"). I agree that I have received the Goods.

**PARTIES:** In this agreement the words "I," "me," and "my" mean the parties, whether one or more, who sign it as "Borrower" (who is also known as "Debtor").

**PROMISSORY NOTE:** If this Loan Contract is accepted by Lender, I promise to pay to Lender or its order the TOTAL OF PAYMENTS as in line 6 below in monthly installments and/or installments other than monthly as shown herein, with each installment in the amount of the last installment or number of installments and in the TOTAL OF PAYMENTS as may be necessary to reflect a change in the ANNUAL PERCENTAGE RATE of the FINANCE CHARGE as described below. If more than one person signs this agreement as "Borrower" we are jointly and severally liable for all amounts due under this agreement. I represent that the Goods are being purchased for a business, commercial or agricultural purpose.

QTY	MPR	MODEL	DESCRIPTION OF TRADE-IN (From Purchased Order)	PRODUCT IDENTIFICATION NO.	DELIVERED CASH PRICE
1	11	444	NORTHWEST 1/2 ROW POWER HARBOR	YAC 000473	4470.00
Prior Approval #1084:					
QTY	MPR	MODEL	DESCRIPTION OF TRADE-IN (From Purchased Order)	PRODUCT IDENTIFICATION NO.	DELIVERED CASH PRICE
TOTAL TRADE-IN					
CASH CASH AMOUNT					4470.00

MONTH	DATE	AMOUNT	DATE	AMOUNT
2106	05	12	01	1285.75
2102	02	24	01	1285.75
1151	03	36	01	1285.75
TOTAL FINANCE CHARGE: 3857.25				

**NOTE:** The Annual Percentage Rate (APR) may increase during the term of this transaction if the Dealer's base rate (published below) increases. Any resulting increase in the Total of Payments will be the sum of a lower amount due on the first scheduled installment, or an additional installment. **EXAMPLE:** If the amount borrowed was \$10,000 at 10 percent APR for 48 months and the rate increased to 12 percent APR in the 20th month, the first payment would increase by \$200.00. Monthly Payment contract: 208.10; Semi-Annual Payment contract: 382.87; Annual Payment contract.

**SECURITY AGREEMENT:** To secure the indebtedness evidenced by this contract I hereby grant to Lender (Secured Party) a Security Interest in the Goods described above (which term includes items, if any, listed as "accessories" or "incidental items") and all parts and accessories now or hereafter incorporated in or on such Goods by way of addition, accession or replacement.

**EARLY PAYMENT:** I may prepay my obligation in full at any time prior to the original or any extended maturity and will be charged only for earned Finance Charges. No penalties will be imposed for early payment.

**FINANCE CHARGE AND INSTALLMENT COMPUTATION:** The Finance Charge shall be imposed on an actuarial basis on the unpaid balance of the Amount Financed, using an Annual Percentage Rate determined each month as provided in this paragraph (the "Contract Rate"). The unpaid balance of the Amount Financed shall be reduced by the portion of each installment not allocated to earned Finance Charge. The Contract Rate shall be equal to: (a) the "Dealer base rate" (the annual percentage rate of interest announced publicly from time to time by CitiBank, N.A. in New York, New York as the base rate is also in determining the rate or interest charged on loans which was in effect at the close of business on the 15th day of the preceding month, plus the Variable Rate Additive shown above or (b) the highest rate permitted by applicable state or federal law, whichever is less. The Contract Rate will not exceed the rate, if any, shown above as the MAXIMUM CONTRACT RATE. The estimated Finance Charge, Total of Payments and Total Cash Price shown above are based upon an Annual Percentage Rate equal to the Contract Rate (without regard to rate limits imposed by federal or state law) in effect on the first day of the month in which this contract is dated. Any change in the Total of Payments resulting from changes in the Contract Rate will be reflected in an increase or decrease in the amount due on the first installment except as provided hereafter. If the amount of any reduction in the Total of Payments would be equal to or greater than the scheduled first installment, then the scheduled first installment will not be due and the next preceding installment will be reduced accordingly. If the first installment would be increased from that scheduled by more than one-half, then the time for payment will be extended for the time necessary to pay the excess unpaid balance with Finance Charge in installment amount and in time intervals equal to those scheduled, with an appropriate reduction in the amount of the adjusted first installment to the amount necessary to pay the amount due. I will be furnished a periodic statement showing any changes in the Contract Rate and such statements shall constitute amendments to this contract.

**LATE PAYMENTS:** In addition to promising to pay the installments set forth above, as adjusted, I promise to pay one day late interest accrued from maturity on each installment in default more than 10 days (15 days in North Carolina) at the highest rate permitted by applicable state law.

**PHYSICAL DAMAGE INSURANCE REQUIRED (See Provisions on Reverse Side)**  
 Liability insurance coverage for bodily injury and property damage caused to others not included.

DEALER'S COPY (CHECK) I have delivered Payment Receipt to you and you have received your copy. I will keep the Payment Receipt in my office. If you do not receive your copy, I will keep the Payment Receipt in my office.	BUYER'S COPY (CHECK) I have received my copy of this contract and I agree to the terms and conditions hereof.	DATE	30.85
---	---	------	-------

**STATE LAW APPLYING:** Except as prohibited by the law of the state where I live, the construction and validity of this agreement shall be controlled by the law of the state where this agreement is accepted and entered into, and the validity of the security interest shall be controlled by the law of the state where the Goods are to be kept and used.

**ADDITIONAL PROVISIONS CONCERNING RIGHTS OF THE PARTIES ON REVERSE SIDE ARE A PART OF THIS CONTRACT.**

**NOTICE TO BORROWERS:** 1. Do not sign this contract before you read it or if it contains blank spaces. 2. You are entitled to an exact and completely filled in copy of this contract when you sign it. Keep it to protect your legal rights. 3. Under the law, you have the following rights, among others: a. To pay off in advance the full amount due and to obtain a partial refund of the finance charge. b. To reclaim the property if repossessed for a default within the time provided by law; c. To require, under certain conditions, a resale of the property if repossessed.

**CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.**

I acknowledge receipt of a true copy hereof.

Accepted By: Terry Nipmell Date: 06-22-85

Accepted By: Deere & Company Date: 7-7-85

DEALER'S COPY (CHECK) I have delivered Payment Receipt to you and you have received your copy. I will keep the Payment Receipt in my office. If you do not receive your copy, I will keep the Payment Receipt in my office.

BUYER'S COPY (CHECK) I have received my copy of this contract and I agree to the terms and conditions hereof.

DATE: 250618

ORIGINAL

EXHIBIT A  
 Page 4 of 9

200 TO JUL

DATE	AMOUNT	NUMBER	DESCRIPTION

**ADDITIONAL PROVISIONS CONCERNING RIGHTS OF THE PARTIES**

**PREPAYMENT REFUNDS:** Any refund of unearned finance charges (as described on the front) will be figured by the actuarial method (a common formula for figuring refunds on the early payment of installment contracts) but it will exclude the amount, if any, charged for limiting the MAXIMUM CONTRACT RATE, which amount is also a cost incurred by Lender or holder for the same purpose and is based on the AMOUNT FINANCED. Such amount is considered earned when this agreement is executed, and it will not be subject to refund or rebate at any time thereafter.

**APPLICATION OF PAYMENTS:** Any sums received from me may be applied at Lender's discretion to obligations hereunder or to any other indebtedness owed by me to Lender despite directions, if any, appearing on the remittance, and to interest before principal, and if permitted by law to past due interest before installments.

**DEFAULT:** This contract shall be in default (a) if I fail to pay any installment when due, (b) if I attempt to sell or encumber any interest in the Goods, (c) if I institute or have instituted against me proceedings under any bankruptcy or insolvency law, (d) if I make an assignment for the benefit of creditors, (e) if I fail to pay any taxes levied on the Goods, (f) if any attachment, execution, writ or other process is levied against any of my property, (g) if I fail at any time to keep the Goods properly insured as described below, (h) if I remove the Goods without prior written notice to Lender, from the location in which I have agreed to keep them, or (i) if for any reason Lender deems the debt or security unsafe. In any such event Lender may take possession of any Goods in which Lender has a Security Interest or Lender may require me to assemble such Goods and make them available to Lender at a place to be designated by Lender which is reasonably convenient to both Lender and me. Lender may also exercise any other remedies provided by law, and may immediately and without notice declare the entire balance of this contract due and payable. In addition, to the extent permitted by law, Lender may collect or reimburse expenses, including attorney's fees, incurred in realizing on the security interest granted hereunder, or otherwise enforcing the terms of this contract. If I reside in Texas, I agree that any remaining amounts due under this contract prior to default by me shall be payable to Lender or its order at Dallas, in Dallas County, Texas.

**RISK OF LOSS AND OTHER AGREEMENTS:** The Goods are held by me at my risk and expense with no abatement in my obligation on account of loss or damage. I will settle all claims of any kind against SELLER directly with SELLER and I will not use any such claim as a defense, setoff, or counterclaim against any effort by Lender to enforce this contract. Waiver or condonation of any breach or default shall not constitute a waiver of any other or subsequent breach or default. I authorize Secured Party or any assignee hereof to file (or to execute on my behalf and file) a financing statement (or statements) in order to perfect the security interest granted herein, indicating the type of items described herein or describing such items. A carbon impression of my signature shall be sufficient to authenticate a financing statement describing the Goods. Any provision hereof prohibiting by law shall be ineffective and deemed deleted to the extent of such prohibition and shall not invalidate any other provision hereof. Lender may correct patent or clerical errors in this contract, or in any purchase orders or financing statements executed in connection herewith.

**FINANCIAL DAMAGE INSURANCE PROVISIONS:** I agree that (except to the extent this contract is for service work) I will at all times keep the Goods insured against all risks of loss, damage or destruction to their full insurable value, with Lender listed as loss payee. I may choose the person through whom I obtain the insurance, but the insurance must be acceptable to Lender. Such insurance will provide that it may not be cancelled by me without Lender's consent and may not be cancelled by the insurer without at least 10 days written notice to Lender. I agree to provide Lender with evidence of the paid-up insurance policy that I have on the Goods within 15 days of the date of this contract and at least 30 days before the renewal date. It is understood that if I fail to deliver to Lender satisfactory evidence of paid-up insurance, Lender may but shall not be obligated to, purchase such insurance. I agree to pay the cost thereof either at such time or times Lender demands, together with interest thereon at the Contract rate until paid, or to have such cost added as increases in the amounts of the installments at the sole discretion of Lender. If I provide evidence of paid-up insurance after these time periods, I agree to reimburse Lender for the cost of any insurance Lender purchased until the date such evidence is provided by me. In addition, if permitted by law, I agree to pay a reasonable administrative fee to Lender for obtaining and cancelling such insurance.

I understand that I may meet this insurance requirement by having Lender purchase such insurance. Inclusion of an amount for Physical Damage Insurance in the Insurance Disclosure box on the front of this contract will be my election to do this, but such insurance will be purchased only if Deere & Company accepts this agreement. Such insurance will cover the fair market value of the Goods at the time of loss and will remain in effect until my debt to Lender is paid in full, or Lender's security interest in the Goods terminates, or I default under this contract and Lender cancels the insurance, or any of the Goods are repossessed, or the Retail Installment Sales Floats Policy under which Lender purchased the insurance is terminated.

If I default under this contract, I give Lender permission to cancel any insurance on the Goods and, if allowed by law, to apply any premium refunds to my debt to Lender with any excess returned to me.

Any proceeds payable to me from insurance by reason of loss, damage or destruction of the Goods may be applied to my outstanding debt to Lender or to replacement of the Goods, at Lender's sole discretion.

I understand and agree that Lender may consider my debt in default if I fail to keep the Goods properly insured as at any time before my debt to Lender is paid in full. If that happens, Lender may, but is not obligated to, buy insurance to protect the Goods and add the cost to my debt to Lender, and I promise to pay such additional cost upon Lender's demand.

MAKING FINANCIAL STATEMENTS

VARIABLE RATE LOAN CONTRACT - SECURITY AGREEMENT PAGE 1 OF 1

BUYER'S NAME & ADDRESS <b>CAMPBELL TRACTOR CO 2014 FRANKLIN BLVD PARMA OH 44130</b>	SELLER'S NAME & ADDRESS <b>HIPHELL TERRY 3099R SHELTON PARMA OH 44130</b>	DATE OF SALE <b>NOV 06 1995</b>
BUYER'S PHONE NO. <b>BOB 782-7223</b>	SELLER'S PHONE NO. <b>BOB 782-7223</b>	BUYER'S STATE <b>OH</b>
BUYER'S TAX ID NO. <b>51982600</b>	SELLER'S TAX ID NO. <b>51982600</b>	BUYER'S COUNTY <b>CANYN</b>

I hereby apply to Deere & Company, the "Lender" for a loan of the Amount Financed shown below and on the following terms and conditions. The amount of the Unpaid Balance of Cash Price shown below on Line 5 is to be used to finance the Balance Due on the Purchase Order secured in connection with the purchase from the Seller of the Equipment described below (the "Goods"). I agree that I have received the Goods.

PARTIES: In this agreement the words "I", "me", and "my" mean the persons, whether one or more, who sign as "Borrower" (who is also known as "Debtor").

PROMISSORY NOTE: If the Loan Contract is accepted by Lender, I promise to pay to Lender or to order the TOTAL OF PAYMENTS as in line 6 below, in monthly installments and/or payments other than monthly as shown below, with such adjustments in the amount of the last installment or number of installments and in the TOTAL OF PAYMENTS as may be necessary to reflect a change in the ANNUAL PERCENTAGE RATE of the FINANCE CHARGE as described below. If more than one person signs this agreement as "Borrower", we will be jointly and severally liable for all amounts due under this agreement. I represent that the Goods are being purchased for a business, commercial or agricultural purpose.

QTY	UNIT	MFR	MODEL	DESCRIPTION OF TRADE-IN (From Purchase Order)	PRODUCT IDENTIFICATION NO.	DELIVERED CASH PRICE
1	U	JD	8850	TRACTOR	88450R002465	53300.00
1	U	JD	8430	ADDL SECURITY TRACTOR	4630R0123208	
Value \$8,000.00						
Prior Approval #2374						
TRADE-IN TOTAL						53300.00

MONTHLY PAYMENT	MONTHLY PAYMENT	MONTHLY PAYMENT	MONTHLY PAYMENT
54125 75 18	100C196	14798 55	
43303 79 24	100C197	14798 55	
33698 70 36	100C198	14798 55	
25198 63 48	100C199	14798 55	
13876 75 60	100C200	14798 55	

Note: The Annual Percentage Rate (APR) may increase during the term of this transaction if the Current base rate (as defined below) increases. Any resulting increase in the Total of Payments will take the form of a larger amount due on the last monthly installment, or as an additional installment. EXAMPLE: If the annual financed was \$10,000 at 10 percent APR for 48 months and the rate increased to 10 percent APR in the 36th month, the final payment would increase by \$200.00. Monthly Payment contract, 60M, 10% (Cash-Advance) Payment contract, 60M, 10% Annual Payment contract.

SECURITY AGREEMENT: To secure the indebtedness evidenced by this contract, I hereby grant to Lender (Secured Party) a Security Interest in the Goods described above (which term includes items, if any, listed as "accessory" or "additional security") and all parts and accessories now or hereafter incorporated in or on said Goods by way of addition, accession or replacement.

EARLY PAYMENT: I may prepay my obligation in full at any time prior to the original or any extended maturity and will be charged only for services' Finance Charge. No penalties will be imposed for early payment.

FINANCE CHARGE AND INSTALLMENT COMPUTATION: The Finance Charge shall be imposed on an actuarial basis on the unpaid balance of the Amount Financed using an Annual Percentage Rate to determine each month, as provided in this paragraph (the "Contract Rate"). The unpaid balance of the Amount Financed shall be reduced by the portion of each installment not allocated to interest Finance Charge. The Contract Rate shall be equal to: (a) the "Current base rate" (the annual percentage rate of interest announced publicly from time to time by Citibank, N.A. in New York, New York as the base rate) plus the Variable Rate Additive shown above, or (b) the highest rate permitted by applicable state or federal law, whichever is less. The Contract Rate will not exceed the rate, if any, shown above as the MAXIMUM CONTRACT RATE. The estimate Finance Charge, Total of Payments and Total Sale Price shown above are based upon an Annual Percentage Rate equal to the Contract Rate. Any change in the Contract Rate resulting from changes in the Contract Rate will be reflected in an increase or decrease in the amount due on the first installment except as provided hereafter. If the amount of any reduction in the Total of Payments would be equal to or greater than the scheduled first installment, then the scheduled first installment will not be due and the next preceding installment will be reduced accordingly. If the first installment would be increased from that scheduled by more than one-half, then the first installment will be extended for the time necessary to pay the entire unpaid balance with Finance Charge in installment amounts and in time intervals equal to those scheduled, with an appropriate reduction in the amount of the first installment to the amount necessary to pay the amount due. I will be furnished a periodic statement showing any change in the Contract Rate and such statements shall constitute amendments to this contract.

LATE PAYMENTS: In addition to promising to pay the installments set forth above, as adjusted, I promise to pay per day interest accrued from maturity on each installment in default more than 10 days (10 days in North Carolina) at the highest rate permitted by applicable state law.

PHYSICAL DAMAGE INSURANCE REQUIRED (See Provisions on Reverse Side)  
Liability insurance coverage for bodily injury and property damage caused to others not included.

I acknowledge that I have read this contract and understand its contents. I agree to the terms and conditions hereof. I will sign this contract if it is to my benefit and I will not be bound by its terms unless I sign it. I understand that I am not to be bound by its terms unless I sign it. I understand that I am not to be bound by its terms unless I sign it.	I agree to the terms and conditions hereof. I will sign this contract if it is to my benefit and I will not be bound by its terms unless I sign it. I understand that I am not to be bound by its terms unless I sign it. I understand that I am not to be bound by its terms unless I sign it.
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STATE LAW APPLYING: Except as prohibited by the law of the state where I live, the construction and validity of this agreement shall be controlled by the law of Iowa, where this agreement is accepted and entered into, and the validity of the security interest shall be controlled by the law of the state where the Goods are to be kept and used.

ADDITIONAL PROVISIONS CONCERNING RIGHTS OF THE PARTIES ON REVERSE SIDE ARE A PART OF THIS CONTRACT.

NOTICE TO BORROWERS: 1. Do not sign this contract before you read it or if it contains blank spaces. 2. You are entitled to an exact and complete copy of this contract when you sign it. Keep it to protect your legal rights. 3. Under the law, you have the following rights, among others: a. To pay off in advance the full amount due and to obtain a partial refund of this finance charge; b. To redeem the property if repossessed; c. To obtain a refund of the finance charge; d. To obtain a refund of the finance charge; e. To obtain a refund of the finance charge.

CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

I acknowledge receipt of a true copy hereof.

Accepted by **DEERE & COMPANY** a division of **DEERE & COMPANY** WEST DES MOINES, IOWA

*[Signature]* *[Signature]*

DO NOT WRITE IN SHADDED AREA - FOR CREDIT SERVICES AND USE ONLY

DCOF 3001 (04-95) 188851 ORIGINAL AD/CP (03)-L8800-1

EXHIBIT **A**  
Page **6** of **9**

RECEIVED  
 DEPARTMENT OF REVENUE  
 STATE OF TEXAS  
 SALES TAX  
 RECEIVED  
 DEPARTMENT OF REVENUE  
 STATE OF TEXAS  
 SALES TAX

**ADDITIONAL PROVISIONS CONCERNING RIGHTS OF THE PARTIES**

**PREPAYMENT REFUNDS:** Any refund of unearned finance charges (as described on the front) will be figured by the actuarial method (a common formula for figuring refunds on the early payment of installment contracts) but it will exclude the amount, if any, charged for limiting the MAXIMUM CONTRACT RATE, which amount is also a cost incurred by Lender or holder for the same purpose and it based on the AMOUNT FINANCED. Such amount is considered earned when this contract is executed, and it will not be subject to refund or rebate at any time thereafter.

**APPLICATION OF PAYMENTS:** Any sums received from me may be applied at Lender's discretion to obligations hereunder or to any other indebtedness owed by me to Lender despite directions, if any, appearing on the remittance, and to interest before principal, and if permitted by law to past due interest before installments.

**DEFAULT:** This contract shall be in default (a) if I fail to pay any installment when due, (b) if I attempt to sell or encumber any interest in the Goods, (c) if I institute or have instituted against me proceedings under any bankruptcy or insolvency law, (d) if I make an assignment for the benefit of creditors, (e) if I fail to pay any taxes levied on the Goods, (f) if any attachment, execution, writ or other process is levied against any of my property, (g) if I fail at any time to keep the Goods properly insured as described below, (h) if I remove the Goods, without prior written notice to Lender, from the location in which I have agreed to keep them, or (i) if for any reason Lender deems the debt or account unpaid. In any such event Lender may take possession of any Goods in which Lender has a Security Interest or Lender may require me to provide such Goods and make them available to Lender at a place to be designated by Lender which is reasonably convenient to both Lender and me. Lender may also exercise any other remedies provided by law, and may immediately and without notice declare the entire balance of this contract due and payable, in addition, to the extent permitted by law, Lender may collect all reasonable expenses, including attorney's fees, incurred in realizing on the security hereunder, or other action enforcing the terms of this contract. If I reside in Texas, I agree that any judgment obtained against me under this contract after any default by me shall be payable to Lender or its order at Dallas, in Dallas County, Texas.

**RISK OF LOSS AND OTHER AGREEMENTS:** The Goods are held by me at my risk until payment in full is received in my obligation on account of loss or damage. I will settle all claims of any kind against PER OR directly with CGLER and I will not, on any such claim as a defense, set off or counterclaim against any effort by Lender to enforce this contract. Waiver or condonation of any breach or default shall not constitute a waiver of any other or subsequent breach or default. I authorize Secured Party or any assignee hereof to file for or execute on my behalf and file a financing statement (or amendments) in order to perfect the security interest granted herein, indicating the type of items described herein or description by their items. A carbon impression of my signature shall constitute an authorized financing statement describing the Goods. Any provision hereof prohibited by law shall be ineffective and deemed deleted to the extent of such prohibition and shall not invalidate any other provision hereof. Lender may correct patent or clerical errors in this contract, or in any financing orders or financing statements executed in connection herewith.

**PHYSICAL DAMAGE INSURANCE PROVISIONS:** I agree that (except to the extent this contract is for services work) I will at all times keep the Goods insured against all risks of loss, damage or destruction to their full insurable value, with Lender listed as loss payee. I may choose the person through whom I obtain the insurance, but the insurance must be comparable to Lender's. Such insurance will provide that it may not be canceled by me without Lender's consent and may not be canceled by the insurer without at least 10 days written notice to Lender. I agree to provide Lender with evidence of the paid-up insurance policy that I have on the Goods within 15 days of the date of this contract and at least 30 days before the renewal date. It is understood that if I fail to deliver to Lender satisfactory evidence of paid-up insurance, Lender may but shall not be obligated to, purchase such insurance. I agree to pay the cost thereof either at each time or times Lender demands, together with interest thereon at the Contract rate until paid, or to have such cost added as increases in the amounts of the installments at the sole discretion of Lender. If I provide evidence of paid-up insurance after three time periods, I agree to reimburse Lender for the cost of any insurance Lender purchased until the date such evidence is provided by me. In addition, if permitted by law, I agree to pay a reasonable administrative fee to Lender for obtaining and canceling such insurance.

I understand that I may meet this insurance requirement by having Lender purchase such insurance. Inclusion of an amount for Physical Damage Insurance in the Insurance Disclosure box on the front of this contract will be my election to do this, but such insurance will be purchased only if Deere A Company accepts this arrangement. Such insurance will cover the full insurable value of the Goods at the time of loss and will remain in effect until my debt to Lender is paid in full, or Lender's security interest in the Goods terminates, or I default under this contract and Lender cancels the insurance, or any of the Goods are repossessed, or the Retail Installment Sales Floor Policy under which Lender purchased the insurance is terminated.

In default under this contract, I give Lender permission to cancel any insurance on the Goods and, if allowed by law, to apply any premium refunds to my debt to Lender with any excess returned to me.

Any proceeds payable to me from insurance by reason of loss, damage or destruction of the Goods may be applied to my outstanding debt to Lender or to replacement of the Goods, at Lender's sole discretion.

I understand and agree that Lender may consider my debt in default if I fail to keep the Goods properly insured at any time I owe my debt to Lender to paid in full. If that happens, Lender may, but is not obligated to, buy insurance to protect the Goods and add the cost to my debt to Lender, and I promise to pay such additional cost upon Lender's demand.

I HEREBY CERTIFY THAT I AM THE SIGNER OF THIS CONTRACT  
 AND I AGREE TO THE TERMS AND CONDITIONS HEREON

EXHIBIT       A        
 Page       7       of       9

LOAN CONTRACT - SECURITY AGREEMENT

PAGE 1 OF 1

DEALER'S OFFICE	DEALER'S NAME	DEALER'S PHONE NO.	DEALER'S ADDRESS	DEALER'S CITY	DEALER'S STATE	DEALER'S ZIP
208 722-7223	CAMPBELL TRACTOR CO	208 466-8414	2016 FRANKLIN BLVD	MAMPA	ID	83667
BUYER'S NAME	BUYER'S ADDRESS	BUYER'S CITY	BUYER'S STATE	BUYER'S ZIP	DATE OF PURCHASE	
HYPWELL FERRY	30992 BRELTON PARK	CANYN	ID	83660	APR 28 1994	
BUYER'S PHONE NO.	BUYER'S BUSINESS PHONE NO.	BUYER'S BUSINESS ADDRESS	BUYER'S CITY	BUYER'S STATE	BUYER'S ZIP	BUYER'S TITLE
208 722-7223		CANYN	ID	CANYON	ID	SEC. OF STATE
DEALER'S REG. NO.	DEALER'S REG. STATE	BUYER'S REG. NO.	BUYER'S REG. STATE	DATE OF TITLE		
519662600	01					

I hereby apply to John Deere Company (the "Lender") for a loan of the Amount Financed shown below, and on the following terms and conditions. The amount of the Unpaid Balance of Cash Price shown below on Line 3 is to be used to finance the Balance Due on the Purchase Order executed in connection with the purchase from the Seller of the Equipment described below (the "Goods"). I agree that I have received the Goods.

**PARTIES:** In this agreement, the words "I", "me", and "my" mean the person, whether one or more, who sign it as "Borrower(s)" (who is also known as "Debtor(s)").

**PROMISSORY NOTE:** If this Loan Contract is accepted by Lender, I promise to pay to Lender or its order the TOTAL OF PAYMENTS as in line 8 below, in monthly installments and/or installments other than monthly as shown below if more than one person signs this agreement as "Borrower(s)" we will be jointly and severally liable for all amounts due under this agreement. I represent that the Goods are being purchased for a business, commercial or agricultural purpose.

QTY	UNIT	MFR.	MODEL	GOODS (Equipment)	PRODUCT IDENTIFICATION NO.	DELIVERED CASH PRICE
1	U	JD	1780U	CURTAINS & 22" IN BLD PLATFORM	01862	24500 00
Prior Approval #A0702						24500 00
TRUCK OR TRAILER						AMOUNT
						00
CASH DOWN PAYMENT						00

DATE	AMOUNT	MONTHLY PAYMENT	DATE	MONTHLY PAYMENT
16856 00	12	10/10/93	8435 21	
24089 53	24	10/10/93	8435 21	
11042 16	36	10/10/93	8435 21	
7707 86	48	10/10/93	8435 21	
4035 72	60	10/10/93	8435 21	

16856 00	FINANCE CHARGE	5320 05
22176 05	DATE OF PAYMENT	10 APR 94
22176 05	ANNUAL PERCENTAGE RATE	9.90
29826 05	DATE OF PAYMENT	

**SECURITY AGREEMENT:** To secure the indebtedness evidenced by this contract I hereby grant to Lender (Secured Party) a Security Interest in the Goods described above (which term includes items, if any, listed as "security" or "additional security") and all parts and accessories now or hereafter incorporated in or on such Goods by way of addition, accessory or replacement.

**PREPAYMENT REFUND:** I may prepay the full outstanding balance due under this agreement at any time before my payments are due and will get a refund of any unearned finance charge.

**LATE PAYMENTS:** In addition to promising to pay the installments set forth above, I promise to pay past due interest accrued from maturity on each installment in default more than 10 days (16 days in North Carolina) at the highest rate permitted by applicable state law.

**ADDITIONAL CONTRACT INFORMATION:** See the front and back of this agreement for additional information and terms regarding non-payment, default, the right to demand immediate payment, and prepayment refunds.

**STATE LAW APPLYING:** Except as prohibited by the law of the state where this the construction and validity of this of this agreement shall be controlled by the law of the state where this agreement is accepted and entered into, and the validity of the security interest shall be controlled by the law of the state where the Goods are to be kept and used.

**PHYSICAL DAMAGE INSURANCE REQUIRED (See Provisions on Reverse Side)**

Liability insurance coverage for bodily injury and property damage caused to others not included.

ADDITIONAL PROVISIONS CONCERNING RIGHTS OF THE PARTIES ON REVERSE SIDE ARE A PART OF THIS CONTRACT

INSURANCE (PHYSICAL DAMAGE): I may elect Physical Damage Insurance from page 1 and that it shall apply to Lender if I get the contract through Lender. I will pay the Premium shown on page 1. The amount will be provided unless I sign at the right. See provision in Section 10.01 and Lender's credit agreement.	NO	YES	INITIALS
Credit Life Insurance is not required to obtain credit and will not be provided unless I sign at the right. See provision in Section 10.01 and Lender's credit agreement.	NO	YES	INITIALS

**NOTICE TO BUYER:** 1. Do not sign this contract before you have read it or if it contains blank spaces. 2. You are entitled to an exact and complete copy of this contract when you sign it. Keep it to protect your legal rights. 3. Under law you have the following rights, among others: a. to pay off in advance the full amount due and to obtain a partial refund of the finance charge, b. to redeem the property if repossessed for a default within the time provided by law, c. to require, under certain conditions, a resale of the property if repossessed.

**CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.**

I acknowledge receipt of a true copy hereof.

Accepted By: John Deere Company (Lender/Secured Party)  
A DIVISION OF DEERE & CO.  
WEST DES MOINES, IOWA

Accepted By: John Deere Company (Lender/Secured Party)  
WEST DES MOINES, IOWA

DF-208E Oct 1991 151534 ORIGINAL

EXHIBIT A  
Page 8 of 9

ADDITIONAL PROVISIONS CONCERNING RIGHTS OF THE PARTIES

**PREPAYMENT REFUNDS:** Any refund of unearned finance charges (as described on the front) will be figured by the actuarial method (a common formula for figuring refunds on the early payment of installment contracts).

**APPLICATION OF PAYMENTS:** Any sums received from me may be applied at Lender's discretion to obligations hereunder or to any other indebtedness owed by me to Lender despite directions, if any, appearing on the remittance, and to interest before principal, and if permitted by law to past due interest before installments.

**DEFAULT:** This contract shall be in default (a) if I fail to pay any installment when due, (b) if I attempt to sell or encumber my interest in the Goods, (c) if I institute or have instituted against me proceedings under any bankruptcy or insolvency law, (d) if I make an assignment for the benefit of creditors, (e) if I fail to pay any taxes levied on the Goods, (f) if any attachment, writ or other process is levied against any of my property, (g) if I fail at any time to keep the Goods properly insured as described below, (h) if I remove the Goods, without prior written notice to Lender, from the location in which I have agreed to keep them, or (i) if for any reason Lender deems the debt or security unsafe. In any such event Lender may take possession of any Goods in which Lender has a Security Interest and exercise any other remedies provided by law, and may immediately and without notice declare the entire balance of this contract due and payable. In addition, to the extent permitted by law, Lender may collect all reasonable expenses, including attorney's fees, incurred in realizing on the security interest granted hereunder, or otherwise enforcing the terms of this contract. If I reside in Texas, I agree that any remaining amounts due under this contract after any default by me shall be payable to Lender or its order at Dallas, in Dallas County, Texas.

**RISK OF LOSS AND OTHER AGREEMENTS:** The Goods are held by me at my risk and expense with no abatement in my obligation or account of loss or damage. I will settle all claims of any kind against BELLER directly with SELLER and I will not use any such claim as a defense, setoff or counterclaim against any effort by Lender to enforce this contract. Waiver or condonation of any breach or default shall not constitute a waiver of any other or subsequent breach or default. I authorize Second Party or any assignee hereof to file for or to execute on my behalf and file a financing statement (or statements) in order to perfect the security interest granted herein, indicating the type of items described herein or describing such items. A carbon impression of my signature shall be sufficient to authenticate a financing statement describing the Goods. Any provision prohibited by law shall be ineffective and deemed deleted to the extent of such prohibition and shall not invalidate any other provision hereof. Lender may correct patent or clerical errors in this contract, or in my purchase orders or financing statements executed in connection herewith.

**PHYSICAL DAMAGE INSURANCE PROVISIONS:** I agree that (except to the extent this contract is for service work) I will at all times keep the Goods insured against all risks of loss, damage or destruction for their full insurable value, with Lender listed as loss payee. I may choose the insurer through whom I obtain the insurance, but the insurance must be acceptable to Lender. Such insurance will provide that it may not be cancelled by me without Lender's consent and may not be cancelled by the insurer without at least 10 days written notice to Lender. I agree to provide Lender with evidence of the paid-up insurance policy that I have on the Goods within 15 days of the date of this contract and at least 30 days before the renewal date. If I understand that I fail to deliver to Lender satisfactory evidence of paid-up insurance, Lender may but shall not be obligated to, purchase such insurance. I agree to pay the cost thereof either at such time or times as Lender demands, together with interest thereon at the Contract Rate until paid, or to have such cost added as increases in the amounts of the installments at the sole discretion of Lender. If I provide evidence of paid-up insurance after these time periods, I agree to reimburse Lender for the cost of any insurance Lender purchased until the date such evidence is provided by me. In addition, if permitted by law, I agree to pay a reasonable administrative fee to Lender for obtaining and cancelling such insurance.

I understand that I may meet this insurance requirement by having Lender purchase such insurance. Inclusion of an amount for Physical Damage Insurance in the Insurance Disclosure box on the front of this contract will be my election to do this, but such insurance will be purchased only if John Deere Company accepts this agreement. Such insurance will cover the fair market value of the Goods at the time of loss and will remain in effect until my debt to Lender is paid in full, or Lender's security interest in the Goods terminates, or I default under this contract and Lender cancels the insurance, or any of the Goods are repossessed, or the Retail Installment Sales Floor Policy under which Lender purchased the insurance is terminated.

If I default under this contract, I give Lender permission to cancel any insurance on the Goods and, if allowed by law, to apply any premium refunds to my debt to Lender with any excess returned to me.

Any proceeds payable to me from insurance by reason of loss, damage or destruction of the Goods may be applied in my outstanding debt to Lender or to replacement of the Goods, at Lender's sole discretion.

I understand and agree that Lender may consider my debt in default if I fail to keep the Goods properly insured at any time before my debt to Lender is paid in full. If that happens, Lender may, but is not obligated to, buy insurance to protect the Goods and add the cost to my debt to Lender, and I promise to pay such additional cost upon Lender's demand.

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

File Only Use Only

1. PLEASE TYPE OR PRINT CLEARLY
2. Filing Fee: a. \$10.00 for each page, except for pre-printed statements, another \$10.00 for each page, or \$10.00 for each page. For electronic filing, \$10.00 per page plus. Pre-printed records more than 1000 words. Contact the State Office for more information.
3. The only the original. Make copies for your file. This original will be returned to you after processing.
4. Do not file any other's number. Assignments for other than security as to be indicated. If more than four names, use an attached sheet. Your individual number. List, first name, last name, first name, last name.
5. When the original has been submitted, maintain the Financing Statement and retain the original to the filing office.

Debtors: (Last name, first, initials, title & mailing address) **Wipwell, Terry L. 319 86 2600** Customer #11847

**30992 Shelton  
Parma, ID 83660**

Debtor(s) \_\_\_\_\_ Debtor(s) \_\_\_\_\_

Secured Party and Address  
**John Deere  
Division of Deere & Co  
1615 28th Street  
P.O. Box 65090  
West Des Moines, Iowa 50265-0090**

00-0117  
Mailing Address \_\_\_\_\_  
Check 7 Deregulated  Products of regulated are also exempt

Mailing Address for acknowledgment, if not Secured Party \_\_\_\_\_

- Subject to a security interest in real property
- Property of the original debtor is transferred to a security interest in real property
- The subject of a financing statement which has expired
- 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, include or extend filing to be recorded with the County Recorder, include legal description and name of record owner, if applicable.)

1 - Used Brittonys Sprayer, 36 Row, 500 Gallon \* 021662240817

**THIS DOCUMENT IS NOT OF  
GOOD QUALITY FOR FILING  
IMAGE PROCESSING**

Signature of Debtor(s) *Terry L. Wipwell*

Debtor(s) Signature \_\_\_\_\_

INFORMATION STATEMENT: The Secured Party no longer claims a security interest under the financing statement.

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

FILE ONLY USE ONLY

IDAHO SECRETARY OF STATE  
1750022 0900 91477 P  
Q. N. CUST 11847  
LCC1 FILE  
10 6.00 6.00

#1 B 661292

Revised 7/91

1. PLEASE TYPE CLEARLY IN BLOCK.
2. Filing fees:
  - a. 1987 Secretary of State. Charge for pre-paid account users, includes filing fee of \$6.00 if form is typed or \$7.00 if not typed. For amendments, \$6.00 per updated page. Pre-paid account users must attach Customer Number to "Filing Office Use" block in copy.
  - b. County filing with county recorder. Charge according to of \$1.00 per page.
3. File only one original. Make copies for your file. The original must be retained for 7 years.
4. Show only one debtor's name or names of persons or entities whose names appear on the financing statement. Failure to do so renders the financing statement void. Make additional copies for each debtor. File multiple copies only with the county recorder.
5. When the obligator has been substituted completely by a transferee, filer must submit with the original to the filing office.

Customer #11047

THIS STATEMENT IS FILED BY TERRY L. HIPWELL, DIVISION OF DEEDS, RECORDS & COURTESY, 200 N. 10TH ST., BOISE, IDAHO 83725

Debtor #1 (Last name, first initials, and a mailing address)

Hipwell, Terry L. 519 86 2600  
 30992 Shelton  
 Farms, ID 83450

Debtor #2

THIS DOCUMENT IS NOT OF GOOD QUALITY FOR FILMING. IMAGE PROCESSING

Debtor #3

Debtor #4

Secured Party and Address

John Deere  
 Division of Deere & Co  
 1415 28th Street  
 PO Box 65090  
 West Des Moines, Iowa 50265-0090

Assignee and Address

Mailing Address for acknowledgment, if not Secured Party

I am a creditor of the debtor and I am filing this statement to perfect my security interest in the debtor's personal property.

I am a creditor of the debtor and I am filing this statement to perfect my security interest in the debtor's real property.

This financing statement covers the following types or items of property: (Circle in X below. Number or number of items to be recorded with the County Recorder, include legal descriptions and regional raised areas, if required.)

- |   |            |
|---|------------|
| 1 - New Farm 12 Row Tripple Drum Defoliator | # 14249-95 |
| 1 - Used Farm 6 Row Harvester               | # 25993    |
| 1 - Used Case 2470 Tractor                  | # 8793720  |
| 1 - Used JD 4600 Flow 5 Bottom              | # 12847    |
| 1 - Used Miller Dish 18' Offset             | # 48525    |

Signature(s) of Debtor(s)

*Terry L. Hipwell*

Filing Office Use Only

SEARCHED INDEXED OF CHRG

FILED

NOV 1 1987

BOISE, IDAHO

1.00 = 5.00

# 879884

Secured Party Signature

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

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 accounts, attach filing fee of \$2.00 if form is typed, or \$10.00 if not typed. For attachments, add \$1.00 per printed page. Pre-paid accounts must enter Customer Number in "Filing Office Use" block to right.
  - Attach filing fee security receipt. Attach recording fee of \$2.00 per page.
- File only the original. Make copies for your use. The original will be returned as your acknowledgment.
- Enter only one debtor's name or assumed name per debtor block except as it is to be deleted. If more than two names, use an attached sheet. Enter individual debtor number. Last First Middle Initial, e.g. Smith, John Alan-J.
- When the obligation has been satisfied, complete the Financing Statement and return the original to the filing office.

Fees imposed by Part I, Chapter, Section of Title, UCC (2-1-1990, Sections, Idaho ID 2720, Pt 202-204-212)

Customer #11847

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

Debtor #2

Hipwell, Terry L  
30992 Shelton  
Parma, ID 83660

519 86 2600

Debtor #3

Debtor #4

Secured Party and Address

John Deere  
Division of Deere & Co  
1415 28th Street  
PO Box 65090  
West Des Moines, Iowa 50265-0090

Assignee and Address

Mailing Address for acknowledgment, if not Secured Party

Check if Covered  Products of collateral are also covered

If covered the following items are checked, the covered party may sign the financing statement. The following provisions have an

- Except this file when already subject to a security interest in another jurisdiction.
- Subject to a security interest in another jurisdiction, and the debtor's liability has changed in this state.
- Proceeds of the original collateral described above to which a security interest was perfected.
- The subject of a financing statement which has expired.
- Subject to a security interest perfected under a prior statute or identity of the debtor.

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

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

1 - Used Northwest 12 Row Power Harrow

\* Tag 000473

THIS DOCUMENT IS NOT OF  
BEST QUALITY FOR FILING  
IMAGE PROCESSING

Signature(s) of Debtor(s)

*Terry L. Hipwell*

Secured Party Signature

Filing Office Use Only

IDAHO SECRETARY OF STATE  
1990027 9900 18926 2  
EX 9: MOILED CHRG 11847  
UCC1 FILE  
10 5.00 5.00

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

#1 B 556013

EXHIBIT

Page 781 3 of 8

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

Filing Office Use Only

- PLEASE TYPE INDICATED IN BLOCK**
- Filing fee:
    - With Secretary of State. Receipt for pre-paid amount same, unless filing fee of \$2.00 is paid in cash, or \$26.00 if not typed. For attachments, add \$1.00 per additional page. Pre-paid amount same except enter Customer Number or Filing Office Use\* block as appropriate.
    - When filing with county recorder. Amount depending fee of \$2.00 per page.
  - File only the original. Make copies for your file. The original will be returned as your responsibility.
  - Enter only one debtor's name or amount raised per filing paper except with 1 or 2B provided. If more than one debtor, see an attached sheet. Enter individual debtor names. Last type of ID No. (e.g. SSN, John Doe, A).
  - When the obligation has been satisfied, complete the Satisfaction Statement and return the original to the filing office.

Customer #11847

Form prepared by Carl J. Greenlee, Secretary of State, 1000 Idaho State Capitol, Boise, ID 83726. FO 887-274-2750.

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

Debtor #2

**RIPWELL, TERRY L**  
30992 Shelton  
Parma, ID 83660

519 86 2600

Debtor #2

Debtor #3

Secured Party and Address

**John Deere**  
Division of Deere & Co  
1415 28th Street  
PO Box 65090  
West Des Moines, Iowa 50265-0090

Assignee and Address

Mailing Address for acknowledgment, if not Secured Party

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

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

1 - Used JD 4630 Tractor

\* 274650P002169

1 - Used \*\*\*\*Additional Security JD 4630 Tractor\*\*\*

\* 4630H012320R

**THIS DOCUMENT IS NOT OF  
GOOD QUALITY FOR FILING.  
IMAGE PROCESSING**

Signature(s) of Debtor(s)

*Terry L Ripwell*

Filing Office Use Only

ING SECRETARY OF STATE

10/12/98 10:00 AM  
Customer # 11847  
TERRY L RIPWELL  
LESS ORS FILING

17600 - 200

B 679985

Secured Party Signature

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

080159

Secured Party or Assignee of Interest

Date

Revised 2/81

EXHIBIT B

Page 4 of 5

Instructions:

# STATE OF IOWA FINANCIAL STATEMENT - FORM UCC-1

Filing Office Use Only

1. **Fill in Type of Financing**
2. **Filing fees**
  - a. With financing of goods. Charge for one page statement upon, and for each page of \$2.00 if more than 10 pages, or \$10.00 if not typed. For attachments, add \$1.00 per printed page. For public notices, add \$1.00 per notice. Customer Number is "Filing Office Use" blank to right.
  - b. Public filing with county records. Statement charging fee of \$2.00 per page.
3. **File only the original.** Make copies for your use. The original will be returned on your acknowledgment.
4. **Place only one debtor name or company name per debtor blank space on this to be returned.** If more than four names, use an attached sheet. Name includes date number. Last first initials like, eg. Smith, John, 12-3-4.
5. **When the obligation has been satisfied, complete the Termination Statement and return the original to the filing office.**

Customer #11847

Form prepared by Paul J. Sweeney, Secretary of State, 1000 Capitol Building, Iowa, D. 50001. Phone 319-281-2222.  
 Debtor #1 (Last name, first, middle, title & mailing address)

TERRY HIPWELL  
 30992 SHELTON  
 PARMA, ID 83660

519862600

Debtor #2

Debtor #3

Secured Party and Address

John Deere  
 Division of Deere & Co  
 1415 28th Street  
 P.O. Box 65090  
 West Des Moines, Iowa 50265-0090

Assignee and Address

Mailing Address for acknowledgment, if not Secured Party

Check  Covered  Proceeds of collateral for this covered

- I intend the following items to be covered. The secured party may also file the financing statement. The collateral described herein is:
- Covered by the state already subject to a security interest in another jurisdiction.
  - Subject to a security interest in another jurisdiction, and the other's lien has been changed to this state.
  - Proceeds of the original collateral described above in which a security interest has perfected.
  - The collateral 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 right to be recorded with the County Recorder, include legal description and name of record owner, if required.)

1-IH 1480 COMBINE AND IH 22 ft. PLATFORM

01882

Signature(s) of Debtor(s)

*Terry Hipwell*

Secured Party Signature

Filing Office Use Only

IOWA SECRETARY OF STATE  
 19940413 0500 71807 E  
 CR #: CUST# 11847  
 UCCI FILE 10 6.00= 6.00

#: B 507440

EXHIBIT

Page

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