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U.S. COURTS  
01/23/13 PM 4:05  
CLERK

10 UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF IDAHO

ORIGINAL

11 In re: )  
12 ) Bankruptcy No. 00-03091  
13 DAN LEROY JOHNSON and )  
NANCY JUNE JOHNSON, )  
14 Debtors. ) **DECLARATION OF**  
**PETER HALVORSON (FSA)**

15 I, Peter Halvorson, declare:

16 1. I am employed as an Agricultural Credit Specialist with the Farm Service Agency  
17 (FSA), formerly known as Farmers Home Administration of the United States Department of  
18 Agriculture.

19 2. In this capacity I am responsible for the servicing of FSA loans to the Debtors  
20 and am familiar with their loan file.

21 3. On March 2, 2000, Debtors executed and delivered to FSA a promissory note in  
22 the amount of \$174,000.00. A copy of the note is attached as Exhibit A. The amount of  
23 \$159,409.40 was owing as of the date of the petition.

24 4. FSA a security agreement granting FSA an interest in personal property, including  
25 certain farm equipment. A copy of the security agreement is attached as Exhibit B.

26 5. To perfect its interest in equipment and other personal property, FSA filed a  
27 financing statement with the Oregon Secretary of State on February 23, 2000. A copy is attached  
28 as Exhibit C. 14

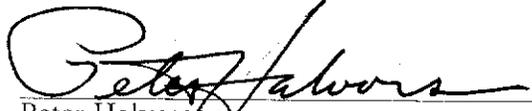
1           6.       To further perfect its interest, FSA filed a farm lien filing on February 23, 2000.  
2 A copy of that filing is attached as Exhibit D.

3           7.       FSA has reason to believe the equipment subject to its security interest is worth no  
4 more than \$22,000.00.

5           8.       Other collateral for this loan, specifically dairy cattle, have been liquidated with  
6 the consent of the debtors. FSA, in addition to its interest in personal property, has a second lien  
7 on real property owned by debtors. FSA has reason to believe that the total value of its collateral  
8 is less than the amount owing on the date of the petition.

9           I declare under penalty of perjury the foregoing is true and correct to the best of my  
10 knowledge.

11           DATED this 8<sup>th</sup> day of March, 2001.

12  
13 

14 Peter Halvorson  
15 Agricultural Credit Specialist  
16 United States Department of Agriculture  
17 Farm Service Agency  
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**PROMISSORY NOTE**

**8. KIND OF LOAN**

Type: OL  Regular  Limited Resource

Pursuant to: Consolidated Farm & Rural Development Act  
 Emergency Agricultural Credit Adjustment Act of 1978

**9. ACTION REQUIRING NOTE**

<input checked="" type="checkbox"/> Initial loan	<input type="checkbox"/> Rescheduling
<input type="checkbox"/> Subsequent loan	<input type="checkbox"/> Reamortization
<input type="checkbox"/> Consolidated & subsequent loan	<input type="checkbox"/> Credit sale
<input type="checkbox"/> Consolidation	<input type="checkbox"/> Deferred payments
<input type="checkbox"/> Conservation easement	<input type="checkbox"/> Debt write down

**1. Name**  
 DAN I. JOHNSON AND NANCY J. JOHNSON

**2. State** OREGON **3. County** MALHEUR

**4. Case Number** 43-23-541-52-5213 **5. Date** MARCH 2, 2000

**6. Fund Code** 44 **7. Loan Number** 04

FOR VALUE RECEIVED, the undersigned Borrower and any cosigners jointly and severally promise to pay to the order of the United States of America, acting through the Farm Service Agency, United States Department of Agriculture, (herein called the "Government"), or its assigns, at its office in ONTARIO, OREGON

, or at such other place as the Government may later designate in writing, the principal sum of

ONE HUNDRED SEVENTY FOUR THOUSAND SIXTY AND NO/100 ----- dollars

(\$ 174,060.00 ), plus interest on the unpaid principal balance at the **RATE** of

FIVE percent ( 5.0 %) per annum and

ZERO dollars (\$ 0.00 )

of Noncapitalized interest. If this note is for a Limited Resource loan (indicated in the "Kind of Loan" box above) the Government may **CHANGE THE RATE OF INTEREST**, in accordance with regulations of the Farm Service Agency, not more often than quarterly, by giving the Borrower thirty (30) days prior written notice by mail to the Borrower's last known address. The new interest rate shall not exceed the highest rate established in regulations of the Farm Service Agency for the type of loan indicated above.

Principal and interest shall be paid in SEVEN installments as indicated below, except as modified by a different rate of interest, on or before the following dates:

\$ <u>30,080.00</u>	on	<u>3-1-2001</u>	;	\$ <u>NA</u>	on	_____	;
\$ <u>NA</u>	on	_____	;	\$ <u>NA</u>	on	_____	;
\$ <u>NA</u>	on	_____	;	\$ <u>NA</u>	on	_____	;
\$ <u>NA</u>	on	_____	;	\$ <u>NA</u>	on	_____	;
\$ <u>NA</u>	on	_____	;	\$ <u>NA</u>	on	_____	;
\$ <u>NA</u>	on	_____	;	\$ <u>NA</u>	on	_____	;

and \$ 30,080.00 thereafter on 3-1 of each YEAR until the principal and interest are fully paid except that the final installment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable SEVEN years from the date of this note, and except that prepayments may be made as provided below. The consideration for this note shall also support any agreement modifying the foregoing schedule of payments.

If the total amount of the loan is not advanced at the time of loan closing, the loan funds shall be advanced to the Borrower as requested by Borrower and approved by the Government. Approval by the Government will be given provided the advance is requested for a purpose authorized by the Government. Interest shall accrue on the amount of each advance from its actual date as shown in the Record of Advances at the end of this note. Borrower authorized the Government to enter the amount(s) and date(s) of such advance(s) in the Record of Advances.

For each rescheduled, reamortized or consolidated note for applications for Primary and Preservation Loan Service Programs received prior to November 28, 1990, interest accrued to the date of this instrument which is more than 90 days overdue shall be added to principal and such new principal shall accrue interest at the rate evidenced by this instrument. For applications for Primary and Preservation Loan Service Programs received on or after November 28, 1990, all unpaid interest accrued to the date of this instrument shall be added to the principal and such new principal shall accrue interest at the rate evidenced by this instrument.

Every payment made on any indebtedness evidenced by this note shall be applied first to a portion of any interest which accrues during the deferral period, second to accrued interest to the date of the payment on the note account and then to the principal. Nonprogram loans are not eligible for deferral.

Prepayments of scheduled installments, or any portion of these installments, may be made at any time at the option of the Borrower. Refunds and extra payments, as defined in the regulations (7 CFR § 1951.8) of the Farm Service Agency according to the source of funds involved, shall, after payment of interest, be applied to the last installments to become due under this note and shall not affect the obligation of Borrower to pay the remaining installments as scheduled in this note.

If the Government at any time assigns this note and insures the payment of it, Borrower shall continue to make payments to the Government as collection agent for the holder. While this note is held by an insured holder, prepayments made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on an installment due date basis. The effective date of every payment made by Borrower, except payments retained and remitted by the Government on an installment due date basis, shall be the date of the United States Treasury check by which the Government remits the payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an installment due date basis shall be the date of the prepayment by Borrower, and the Government will pay the interest to which the holder is entitled accruing between such date and the date of the Treasury check to the holder.

Any amount advanced or expended by the Government for the collection of this note or to preserve or protect any security for the loan or otherwise expended under the terms of any security agreement or other instrument executed in connection with the loan evidenced by this note, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced by this note and be immediately due and payable by Borrower to the Government without demand.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced by this note shall not be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. Unless the Government consents otherwise in writing, Borrower will operate such property as a farm if this is a Farm Ownership loan.

If "Consolidation and subsequent loan," "Debt write down," "Consolidation," "Rescheduling," or "Reamortization" is indicated in the "Action Requiring Note" block in Item 9 above, this note is given to consolidate, reschedule or reamortize, but not in satisfaction of the unpaid principal and interest on the following described note(s) or assumption agreement(s) (new terms):

FUND CODE/ LOAN NO.	FACE AMOUNT	INTEREST RATE	DATE (include year)	ORIGINAL BORROWER	LAST INSTALL. DUE (include year)
	\$	%			
	\$	%			
	\$	%			
	\$	%			
	\$	%			
	\$	%			
	\$	%			

Security instruments taken in connection with the loans evidenced by these described notes and other related obligations are not affected by this consolidating, rescheduling or reamortizing. These security instruments shall continue to remain in effect and the security given for the loans evidenced by the described notes shall continue to remain as security for the loan evidenced by this note, and for any other related obligations.

**REFINANCING (GRADUATION) AGREEMENT:** If at any time it shall appear to the Government that the Borrower may be able to obtain financing from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and period of time, Borrower will, at the Government's request, apply for and accept a loan(s) in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock. The provisions of this paragraph do not apply if the loan represented by this promissory note was made to the Borrower as a non-program loan.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice or TDD). USDA is an equal opportunity provider and employer.

**HIGHLY ERODIBLE LAND AND WETLAND CONSERVATION AGREEMENT:** Borrower recognizes that the loan described in this note will be in default should any loan proceeds be 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 in 7 CFR Part 1940, Subpart G, Exhibit M. If (1) the term of the loan exceeds January 1, 1990, but not January 1, 1995, and (2) Borrower intends to produce an agricultural commodity on highly erodible land that is exempt from the restrictions of Exhibit M until either January 1, 1990, or two years after the Natural Resources Conservation Service (NRCS) has completed a soil survey for the Borrower's land, whichever is later, the Borrower further agrees that, prior to the loss of the exemption from the highly erodible land conservation restrictions found in 7 CFR Part 12, Borrower must demonstrate that Borrower is actively applying on that land which has been determined to be highly erodible, a conservation plan approved by the NRCS or the appropriate conservation district in accordance with NRCS's requirements. Furthermore, if the term of the loan exceeds January 1, 1995, Borrower further agrees that Borrower must demonstrate prior to January 1, 1995, that any production of an agricultural commodity on highly erodible land after that date will be done in compliance with a conservation system approved by NRCS or the appropriate conservation district in accordance with NRCS's requirements.

**DEFAULT:** Failure to pay when due any debt evidenced by this note or perform any covenant of agreement under this note shall constitute default under this and any other instrument evidencing a debt of Borrower owing to, insured or Guaranteed by the Government or securing or otherwise relating to such debt; and default under any such other instrument shall constitute default under this note. **UPON ANY SUCH DEFAULT,** the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

This Note is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farm and Rural Development Act, or the Emergency Agricultural Credit Adjustment Act of 1978 and for the type of loan as indicated in the "Kind of Loan" block above. This Note shall be subject to the present regulations of the Farm Service Agency and to its future regulations not inconsistent with the express provisions of this note.

Presentment, protest, and notice are waived.

(SEAL)

*Dan I. Johnson*  
 \_\_\_\_\_  
 DAN I. JOHNSON (Borrower)

*Nancy J. Johnson*  
 \_\_\_\_\_  
 NANCY J. JOHNSON

3783 VISTA DR.  
 \_\_\_\_\_  
 ONTARIO, OR 97914  
 \_\_\_\_\_

**RECORD OF ADVANCES**

AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
\$ 122,460.00	3-2-2000	\$ 10,800. <sup>00</sup>	11/21/00	\$	
\$ 25,800. <sup>00</sup>	3/6/00	\$		\$	
\$ 10,000. <sup>00</sup>	3/22/00	\$		\$	
\$ 5,000. <sup>00</sup>	5/31/00	\$		\$	
<b>TOTAL</b>				\$ 174,060. <sup>00</sup>	

Position 1  
U.S. DEPARTMENT OF AGRICULTURE  
Farm Service Agency  
SECURITY AGREEMENT  
(CHATELS AND CROPS)

I. THIS SECURITY AGREEMENT, dated March 02, 2000, is made between the United States of America acting through the Farm Service Agency (called Secured Party) and

DAN L JOHNSON and NANCY J JOHNSON

(called Debtor), whose mailing address is

3783 VISTA DR, ONTARIO, OR 97914-8729

II. BECAUSE Debtor is justly indebted to Secured Party as evidenced by one or more certain promissory note(s) or other instrument(s), and in the future may incur additional indebtedness to Secured Party which will also be evidenced by one or more promissory note(s) or other instrument(s), all of which are called "note", which has been executed by Debtor, is payable to the order of Secured Party, and authorizes acceleration of the entire indebtedness at the option of Secured Party upon any default by Debtor; and

The note evidences a loan to Debtor, and Secured Party at any time, may assign the note and insure the payment thereof to any extent authorized by the Consolidated Farm and Rural Development Act or any other act administered by the Farm Service Agency and

It is the purpose and intent of this instrument that, among other things, at all times when the note is held by Secured Party, or in the event Secured Party should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced by the note, but as to the note and such debt shall constitute an indemnity security agreement to secure Secured Party against loss under its insurance contract by reason of any default by Debtor; and

NOW THEREFORE, in consideration of said loan(s) and (a) at all times when the note is held by Secured Party, or in the event Secured Party should assign this instrument without insurance of the payment of the note, to secure the prompt payment of all existing and future indebtedness and liabilities of Debtor to Secured Party and of all renewals and extensions of such indebtedness and any additional loans or future advances to Debtor before or after made or insured by Secured Party under the then existing provisions of the Consolidated Farm and Rural Development Act or any other act administered by the Farm Service Agency all with interest, (b) at all times when the note is held by an insured holder, to secure performance of Debtor's agreement in this instrument to indemnify and save harmless Secured Party against loss under its insurance contract by reason of any default by Debtor, (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by Secured Party, with interest, as described in this instrument, and the performance of every covenant and agreement of Debtor contained in this instrument or in any supplementary agreement:

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice or TDD). USDA is an equal opportunity provider and employer.

Exhibit B

DEBTOR GRANTS to Secured Party a security interest in Debtor's interest in the following collateral, including the proceeds and products thereof after this collateral:

Item 1. All crops, annual and perennial, and other plant products now planted, growing or grown, or which are planted after this instrument is signed or otherwise become growing crops or other plant products (a) within the one-year period or any longer period of years permissible under State law, or (b) at any time after this instrument is signed if no fixed maximum period is prescribed by State law, on the following described real estate:

Farm(s) or Other Real Estate Owner	Approximate No. of Acres	County and State	Approximate Distance and Direction from a Named Town or other Description
AN L./NANCY J. JOHNSON	24.00	MALHEUR, OR	5 MILES SW OF ONTARIO, OREGON

Including all peanut and tobacco poundage allotments existing on or leased and transferred or to be leased and transferred to the above described farms as well as any proceeds derived from the conveyance or lease and transfer by the debtors to any subsequent party.

Owner shown in related Financing Statement, except if informed of ownership change show reputed new owner.

Item 2. All farm and other equipment (except small tools and small equipment such as hand tools, power lawn mowers and other items of like type unless described below), and inventory, now owned or hereafter acquired by Debtor, together with all replacements, substitutions, additions, and accessions thereto, including but not limited to the following:

Line No.	Quantity	Kind	Manufacturer	Size and Type	Condition	Year of manufacture	Serial or Motor No.
01	1	TRACTOR	FORD	8000	Good		07NN-601-F
02	1	TRACTOR	MASSEY FERGUSON	35	Fair		MOTOR BEING REPAIRED
03	1	TRACTOR	MASSEY FERGUSON	65	Poor		
04	1	TRACTOR	FORD	05021T	Fair		
05	1	TRACTOR/LOADER	FURUKAWA	FL150	Good		
06	1	TRUCK	CHEVY	C60	Fair		
07	1	TRUCK	FORD	F600	Fair		
08	1	STOCK TRAILER	TRU TRAIL	6X 20'	Good		
09	1	FEED BOX	HARSH		Fair		
10	1	CHUTE	POWDER RIVER	W/PREG CHU	Good		
11	2	FUEL TANKS		200 GAL	Good		
12	15	SPRINKLER PIPES		3"X 40	Good		
13	1	MILK TANK	MUELLER	2000 GAL.	Good		
14	10	MILKING CLAWS			Good		
15	10	LOCKDOWN STAUNCHES			Fair		
16	1	MILKING EQUIPMENT	VARIOUS		Good		

Each fixture described above is affixed or is to be affixed to the real estate described in Item 1 of this instrument.

Item 3. All livestock (except livestock and poultry kept primarily for subsistence purposes), fish, bees, birds, and other animals produced or used for commercial purposes, other farm products, and supplies, now owned or hereafter acquired by Debtor, together with all increases, replacements, substitutions, and additions thereto, including but not limited to the following:

Line No.	Quantity	Kind-Sex	Breed	Color	Weight, average weight	Age or age Range	Brands or other identification
01	210	COWS	JERSEY	BROWN	1000	2/6Y	
02	25	SPRINGER COWS	JERSEY	BROWN	1000	2/6Y	
03	100	DRY COWS	JERSEY	BROWN	1000	2/6Y	
04	34	HEIFERS	JERSEY	BROWN	825	18M	
05	1	BULL	JERSEY	BROWN	800	15M0	
06	2	BULLS	JERSEY	BROWN	400	6/8M	
07	41	MIXED CALVES	JERSEY	BROWN	200	5/12M	
08	43	SPRINGERS TBB	JERSEY	BROWN	800	2	

Item 4. All accounts, contract rights and general intangibles, as follows:

ALL ACCOUNTS, GENERAL INTANGIBLES, GROSS RECEIPTS, INCLUDING COOP RETAINS, EQUITIES AND REVOLVING FUNDS DERIVED FROM OR RELATING TO DEBTORS FARMLAND OR FARMING ACTIVITIES, ADDITIONALLY INCLUDING BUT NOT LIMITED TO COOPERATIVE STOCK OR CERTIFICATES, BASE ACRES OR ACCOUNTS RECEIVABLE AND PROCEEDS FROM THE FARM SERVICE AGENCY (FSA) AND COMMODITY CREDIT CORPORATION (CCC).

II. DEBTOR WARRANTS, COVENANTS, AND AGREES THAT:

A. Debtor is the absolute and exclusive owner of the above-described collateral, and any marks or brands used to describe livestock are the holding brands and carry the title, although the livestock may have other marks or brands, and such collateral is free from all liens, encumbrances, security and other interests except (1) any existing liens, encumbrances, security or other interests in favor of Secured Party which shall remain in full force and effect, (2) any applicable landlord's statutory liens, and (3) other liens, encumbrances, security or other interests, as follows:

Debtor will defend the collateral against the claims and demands of all other persons. Reference to the above liens, encumbrances, security and other interests is for warranty purposes only and does not indicate their priority.

B. Statements contained in Debtor's loan application(s) are true and correct; and Debtor will (1) use the loan funds for the purposes for which they were or are advanced, (2) comply with such farm and home management plans as may be agreed upon from time to time by Debtor and Secured Party, (3) care for and maintain the collateral in a good and husbandlike manner, (4) insure the collateral in such amounts and manner as may be required by Secured Party, and if Debtor fails to do so, Secured Party, at its option, may procure such insurance, (5) permit Secured Party to inspect the collateral at any reasonable time, (6) not abandon the collateral or encumber, conceal, remove, sell or otherwise dispose of it or of any interest in the collateral, or permit others to do so, without the prior written consent of Secured Party, and (7) not permit the collateral to be levied upon, injured or destroyed, or its value to be impaired, except by using harvested crops in amounts necessary to care for livestock covered by this instrument.

C. Debtor will pay promptly when due all (1) indebtedness evidenced by the note and any indebtedness to Secured Party secured by this instrument, (2) rents, taxes, insurance premiums, levies, assessments, liens, and other encumbrances, and costs of liens searches and maintenance and other charges now or later attaching to, levied on, or otherwise pertaining to the collateral or his security interest, (3) filing or recording fees for instruments necessary to perfect, continue, service, or terminate this security interest, and (4) fees and other charges now or later required by regulations, of the Farm Service Agency. At all times when the note is held by an insured holder, Debtor shall continue to make payments on the note to Secured Party, as collection agent or the holder.

D. If the note is insured by Secured Party, Debtor will indemnify and save harmless Secured Party against any loss by reason of any default by Debtor.

E. At all times when the note is held by an insured holder, any amount due and unpaid under the terms of the note to which the holder is entitled may be paid by Secured Party to the holder of the note for the account of Debtor. Any amount due and unpaid under the terms of the note, whether it is held by Secured Party or by an insured holder, may be credited by Secured Party on the note and thereupon shall constitute an advance by Secured Party for the account of Debtor. Any advance by Secured Party as described in this paragraph shall bear interest at the note rate from the date on which the amount of the advance was due to the date of payment to Secured Party, provided that Borrower shall be required to pay interest on only the principal portion of such advance unless otherwise provided in the regulations of the Farm Service Agency.

F. Whether or not the note is insured by Secured Party, Secured Party may at any time pay any other amounts required in this instrument to be paid by Debtor and not paid when due, including any costs and expenses for the preservation or protection of the collateral or this security interest, as advances for the account of Debtor. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

G. All advances by Secured Party as described in this instrument, with interest, shall be immediately due and payable by Debtor to Secured Party without demand at the place designated in the latest note and shall be secured by this instrument. No such advance by Secured Party shall relieve Debtor from breach of the covenant to pay. Any payment made by Debtor may be applied on the note or any indebtedness to Secured Party secured hereby, in any order Secured Party determines.

H. In order to secure or better secure the above-mentioned obligations or indebtedness, Debtor will execute and deliver to Secured Party at any time, upon demand, such additional security instruments on such real and personal property as Secured Party may require.

## IT IS FURTHER AGREED THAT:

A. Until default Debtor may retain possession of the collateral.

B. Default shall exist under this instrument if Debtor fails to perform or discharge any obligation or to pay promptly any indebtedness secured by this instrument or to observe or perform any covenants or agreements in this instrument or in any supplementary agreement contained, or if any of Debtor's representations or warranties herein prove false or misleading, or upon the death or incompetency of the parties named as Debtor, or upon the bankruptcy or insolvency of anyone of the parties named as Debtor. Default shall also exist if 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 in 7 CFR Part 1940, Subpart G, Exhibit M. Upon any such default:

1. Secured Party, at its option, with or without notice as permitted by law, may (a) declare the unpaid balance on the note and any indebtedness secured by this instrument immediately due and payable, (b) enter upon the premises and cultivate and harvest crops, take possession of, repair, improve, use, and operate the collateral or make equipment unusable, for the purpose of protecting or preserving the collateral or this lien, or preparing or processing the collateral for sale, and (c) exercise any sale or other rights accorded by law.
2. Debtor (a) agrees to assemble the collateral and make it available to Secured Party at such time(s) and place(s) as designated by Secured Party, and (b) waives all notices, exemptions, compulsory disposition and redemption rights.
3. A default shall exist under any other security instrument held or insured by Secured Party and executed or assumed by Debtor on real or personal property. Likewise, default under such other security instrument shall constitute default under this instrument.

C. Proceeds from disposition of collateral shall be applied first on expenses of retaking, holding, preparing for sale, selling and the like and for payment of reasonable attorneys' fees and legal expenses incurred by Secured Party, second to the satisfaction of prior security interests or liens to the extent required by law and in accordance with current regulations of the Farm Service Agency, third to the satisfaction of indebtedness secured by this instrument, fourth to the satisfaction of subordinate security interests to the extent required by law, fifth to any other obligations of Debtor owing to or insured by Secured Party, and sixth to Debtor. Any proceeds collected under insurance policies shall be applied first on advances and expenditures made by Secured Party, with interest, as provided above, second on the debt evidenced by the note, unless Secured Party consents in writing to their use by Debtor under Secured Party's direction for repair or replacement of the collateral, third on any other obligation of Debtor owing to or insured by Secured Party, and any balance shall be paid to Debtor unless otherwise provided in the insurance policies. Debtor will be liable for any deficiency owed to Secured Party after such disposition of proceeds of the collateral and insurance.

D. It is the intent of Debtor and Secured Party that to the extent permitted by law and for the purpose of this instrument, no collateral covered by this instrument is or shall become realty or accessioned to other goods.

E. This instrument is subject to the present regulations of the Secured Party and to its future regulations not inconsistent with the express provisions of this instrument.

F. If any provision of third instrument is held invalid or unenforceable, it shall not affect any other provisions, but this instrument shall be construed as if it had never contained such invalid or unenforceable provision.

G. The rights and privileges of Secured Party under this instrument shall accrue to the benefit of its successors and assigns. All covenants, warranties, representations, and agreements of Debtor contained in this instrument are joint and several and shall bind personal representatives, heirs, successors, and assigns.

H. If at any time it shall appear to Secured Party that Debtor may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Debtor will, upon Secured Party's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured by this instrument and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

I. Secured Party shall have the sole and exclusive rights as the secured party under this instrument, including but not limited to the power to grant or issue any consent, release, subordination, continuation statement or termination statement, and no insured holder shall have any right, title, or interest in or to the security interest created by this instrument or any benefits of it.

J. SECURED PARTY HAS INFORMED DEBTOR THAT DISPOSAL OF PROPERTY COVERED BY THIS SECURITY AGREEMENT WITHOUT THE CONSENT OF SECURED PARTY, OR MAKING ANY FALSE STATEMENT IN THIS SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT, MAY CONSTITUTE A VIOLATION OF FEDERAL CRIMINAL LAW.

K. Failure by the Secured Party to exercise any right-whether once or often-shall not be construed as a waiver of any covenant or condition or of the breach of such covenant or condition. Such failure shall also not affect the exercise of such right without notice upon any subsequent breach of the same or any other covenant or condition.

*Paul L Johnson* (SEAL) *Nancy J Johnson* (SEAL)  
N L JOHNSON (Debtor) (Debtor)

STATE OF OREGON  
Corporation Division-UCC  
Public Service Building  
255 Capitol Street NE, Suite 151  
Salem, OR 97310-1327  
(503) 986-2200 Facsimile (503) 373-1166

RECEIVED

MAR 1 0 2000

MALHEUR CO. FSA

### ACKNOWLEDGMENT NOTICE

This acknowledgment notice refers to original financing statement.

FARM SERVICE AGENCY  
2925 SW 6TH AVE SUITE 3  
ONTARIO OR 97914

File No: **502393**  
File Date: **02/23/2000**  
Doc Type: **UCC LIEN**  
**FILING**

Your document was filed showing the file number and date listed above. The debtor name(s) and address(es) and secured party of record name(s) and address(es) are listed below.

If you have any questions regarding this notice, contact the Secretary of State, Corporation Division. Please refer to the file number listed above. A copy of the filed document may be ordered for a fee of \$5.00. Please submit your request on our UCC-11 form.

**Secured party of record name(s) and address(es):**

FARM SERVICE AGENCY  
2925 SW 6TH AVE SUITE 3  
ONTARIO OR 97914

**Debtor name(s) and address(es):**

JOHNSON DAN L  
3783 VIST DR  
ONTARIO OR 97914  
JOHNSON NANCY J  
3783 VIST DR  
ONTARIO OR 97914

The UCC database is now available on the Internet at <http://www.sos.state.or.us/corporation/corphp.htm>

Exhibit C

# UCC-1

STATE OF OREGON  
 Corporation Division - UCC  
 255 Capitol Street NE, Suite 151  
 Salem, OR 97310-1327  
 (503) 986-2200 Facsimile (503) 373-1166  
<http://www.sos.state.or.us/corporation/corphp.htm>

## STATE FINANCING STATEMENT STANDARD FORM

PLEASE TYPE OR PRINT LEGIBLY. READ INSTRUCTIONS BEFORE FILLING OUT FORM.

This Financing Statement is presented to filing officer pursuant to the Uniform Commercial Code. This financing statement remains effective for a period of five years from the date of filing, unless extended for additional periods as provided for by ORS Chapter 79. A carbon, photographic, or other reproduction of this form, financing statement, or security agreement may be filed as a financing statement under ORS Chapter 79.

### A. DEBTOR NAME(S) (If individual, list last name first)

1. JOHNSON, Dan L.
2. JOHNSON, Nancy J.
- 3.

DEBTOR MAILING ADDRESS: 3783 Vist Dr.  
 Ontario, OR 97914

### B. SECURED PARTY(IES) NAME AND ADDRESS

UNITED STATES OF AMERICA, acting through the FARM SERVICE AGENCY, 2925 SW 6th Ave., Suite 3, Ontario, OR 97914

Contact Name: Maria Lujan Phone No.: 541-889-9574

### C. ASSIGNEE(S) NAME AND ADDRESS (If any)

Contact Name: Phone No.:

### D. DEBTOR SIGNATURE(S) REQUIRED

By: [Signature] DAN I. JOHNSON By: [Signature] NANCY J. JOHNSON

### E. DEBTOR SIGNATURE(S) NOT REQUIRED . If applicable, check the appropriate box below to file without debtor signature(s). This statement is filed without the debtor signature(s) to perfect a security interest in collateral. Secured Party must sign, when debtor signature(s) is not required. See instructions for further information.

- Collateral already subject to a security interest in another jurisdiction.
- Which is proceeds of the described original collateral which was perfected.
- Collateral as to which the filing has lapsed.
- Collateral acquired after a change of name, identity, or corporate structure of debtor

UNITED STATES OF AMERICA ACTING THROUGH THE FARM SERVICE AGENCY

By: [Signature] MARIA D. LOPEZ, FARM LOAN OFFICER Secured Party Signature

### F. DESCRIBE THE COLLATERAL (ORS 79.4020).

PRODUCTS of collateral are also covered.

1. Crops, livestock, other farm products, farm and other equipment, supplies, inventory, all accounts, contract rights, general intangibles, gross receipts, including co-op retains, equities and revolving funds derived from or related to debtor's farmland or farming activities.
2. Dispositions of such collateral is not hereby authorized.
3. Crops covered hereby are growing or are to be grown on the following described real estate:

Farm(s) or Other Real Estate Reputed Owner

- 1) Dan I. Johnson and Nancy J. Johnson

Approximate No. of Acres

- 1) 24.32 Acres

County and State

- 1) Malheur, Oregon

Approximate Distance and Direction From a Named Town or Other Description

- 1) 5 Miles SW of Ontario, Oregon

PURCHASE MONEY SECURITY INTEREST IN 43HEAD JERSEY SPRINGERS TO BE PURCHASED.

RETURN ACKNOWLEDGMENT LETTER TO: (Include name, address, and identifier for the debtor listed above. Limit the identifier to eight characters. REFER TO INSTRUCTION, NUMBER 5.) Please do not type or print outside of bracketed area.

FARM SERVICE AGENCY  
 2925 SW 6th Ave., Suite 3  
 Ontario, OR 97914

### FEES

Make check for \$10.00 payable to "Corporation Division."

NOTE: Filing fees may be paid with VISA or MasterCard. The card number and expiration date should be submitted on a separate sheet of paper for your protection.

DO NOT SUBMIT DUPLICATES OF THIS FILING AND/OR ATTACHMENTS.

RECEIVED

MAR 10 2000

MALHEUR CO. FSA

STATE OF OREGON  
Corporation Division-UCC  
Public Service Building  
255 Capitol Street NE, Suite 151  
Salem, OR 97310-1327  
(503) 986-2200 Facsimile (503) 373-1166

### ACKNOWLEDGMENT NOTICE

This acknowledgment notice refers to original financing statement.

FARM SERVICE AGENCY  
2925 SW 6TH AVE STE 3  
ONTARIO OR 97914

File No: **502395**  
File Date: **02/23/2000**  
Doc Type: **FARM LIEN  
FILING**

Your document was filed showing the file number and date listed above. The debtor name(s) and address(es) and secured party of record name(s) and address(es) are listed below.

If you have any questions regarding this notice, contact the Secretary of State, Corporation Division. Please refer to the file number listed above. A copy of the filed document may be ordered for a fee of \$5.00. Please submit your request on our UCC-11 form.

**Secured party of record name(s) and address(es):**

FARM SERVICE AGENCY  
2925 SW 6TH AVE STE 3  
ONTARIO OR 97914

**Debtor name(s) and address(es):**

JOHNSON DAN L  
3783 VISTA DR  
ONTARIO OR 97914  
JOHNSON NANCY J  
3783 VISTA DR  
ONTARIO OR 97914

The UCC database is now available on the Internet at <http://www.sos.state.or.us/corporation/corphp.htm>

Exhibit     D

# EFS-1

STATE OF OREGON  
 Corporation Division - UCC  
 255 Capitol Street NE, Suite 151  
 Salem, OR 97310-1327  
 (503) 986-2200 Facsimile (503) 373-1166  
<http://www.sos.state.or.us/corporation/corphp.htm>

## FARM PRODUCTS FINANCING STATEMENT STANDARD FORM

PLEASE TYPE OR PRINT LEGIBLY. READ INSTRUCTIONS BEFORE FILLING OUT FORM.

This FARM PRODUCT EFFECTIVE FINANCING STATEMENT is presented to the filing officer pursuant to ORS Chapter 79.5020 to 79.7010. This statement remains effective for a period of five years from the date of filing, subject to extensions for additional periods as provided for by ORS Chapter 79.

**A. DEBTOR NAME(S)** **Social Security No. or TIN**

1. JOHNSON, Dan L. 541-52-5213

2. JOHNSON, Nancy J. 543-50-4201

3. \_\_\_\_\_

DEBTOR MAILING ADDRESS: 3783 Vista Dr.  
Ontario, OR 97914

**B. SECURED PARTY(IES) NAME AND ADDRESS**  
 UNITED STATES OF AMERICA acting through the FARM SERVICE  
 AGENCY, 2925 SW 6th Ave., Suite 3, Ontario, OR 97914  
 Contact Name: Maria Iujan Phone No.: 541-889-9574

**C. ASSIGNEE(S) NAME AND ADDRESS (if any)**

Contact Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_

D. FARM PRODUCT CODE	COUNTY CODE	CROP YEAR (if applicable)	AMOUNT (if applicable)
1001	-- 23	ALL --	ALL
1006	-- 23	ALL --	ALL
0201	-- 23	ALL --	ALL
0204	-- 23	ALL --	ALL
---	---	---	---
---	---	---	---
---	---	---	---
---	---	---	---
---	---	---	---
---	---	---	---
---	---	---	---

**F. FARM PRODUCT CODE**  
 DESCRIPTION/LOCATION (if applicable)

Cattle & Calves  
 Milk  
 /Alfalfa  
 Hay

**E. SIGNATURES. SIGNATURE OF DEBTOR AND SECURED PARTY(IES) ARE REQUIRED. UNITED STATES OF AMERICA ACTING THROUGH THE FARM SERVICE AGENCY**

By: *Dan L. Johnson* By: *Maria D. Lopez*  
 DAN L. JOHNSON By: MARIA D. LOPEZ, FARM LOAN OFFICER  
 Debtor Signature(s) Secured Party Signature(s)  
NANCY J. JOHNSON

RETURN ACKNOWLEDGMENT LETTER TO: (Include name, address, and identifier for the debtor listed above. Limit the identifier to eight characters. REFER TO INSTRUCTION, NUMBER 5.) Please do not type or print outside of bracketed area.

FARM SERVICE AGENCY  
 2925 SW 6th Ave., Suite 3  
 Ontario, OR 97914

**FEEES**  
 Make check for \$10.00 payable to "Corporation Division."  
 NOTE: Filing fees may be paid with VISA or MasterCard. The card number and expiration date should be submitted on a separate sheet of paper for your protection.  
 DO NOT SUBMIT DUPLICATES OF THIS FORM AND/OR ATTACHMENTS.

# UCC-3

STATE OF OREGON  
Corporation Division - UCC  
255 Capitol Street NE, Suite 151  
Salem, Oregon 97310-1327  
(503) 986-2200 Facsimile (503) 373-1166  
www.sos.state.or.us/corporation/corphp.htm

## STATEMENT OF TERMINATION, CONTINUATION, ASSIGNMENT, RELEASE, AMENDMENT PLEASE TYPE OR PRINT LEGIBLY. READ INSTRUCTIONS BEFORE FILLING OUT FORM.

This Financing Statement is presented to filing officer pursuant to the Uniform Commercial Code. This financing statement remains effective for a period of five years from the date of filing, unless extended for additional periods as provided for by ORS Chapter 79. A carbon, photographic, or other reproduction of this form, financing statement, or security agreement may be filed as a financing statement under ORS Chapter 79.

### A. THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Lien Number: 410284 Date Filed: 2/12/98

### B. TYPE OF AMENDMENT (Check ALL BOXES THAT APPLY).

- TERMINATION (NO FEE)** The Secured Party certifies that they no longer claim interest under the financing statement bearing the file number shown in SECTION A.
- CONTINUATION.** Submitted within six months prior to expiration date.
- ASSIGNMENT.** The Secured Party assigns to the Assignee whose name and address is shown in SECTION E and bearing the file number shown in SECTION A.  
Choose one:  Full Assignment  Partial Assignment
- RELEASE. RELEASE DOES NOT TERMINATE DEBT.** From the collateral described in the financing statement bearing the file number shown in SECTION A, the Secured Party releases the following: (describe in SECTION G)  
Choose one:  Release of all Collateral  Partial Release
- AMENDMENT:** Financing statement bearing file number shown in SECTION A is amended as described in SECTION G. Signature of Debtor Required In most cases

### G. AMENDMENT INFORMATION

Use this area to list collateral to be Released. Amendment description, and other information.

**All Farm Equipment and Machinery  
whether now owned or hereafter  
acquired.**

### C. DEBTOR NAME(S) (If individual, list last name first.)

Johnson, Dan L.  
Johnson, Nancy J.

### DEBTOR MAILING ADDRESS:

1861 Hwy. 20  
Vale, OR. 97918

### D. SECURED PARTY(IES) NAME AND ADDRESS

Pacific One Bank nka Bank of the West  
1463 West Park Plaza  
Ontario, OR. 97914

Contact Name: J. Guerricagoitia Phone No: 541-889-7231

### E. ASSIGNEE(S) NAME AND ADDRESS (If any)

Contact Name: \_\_\_\_\_ Phone No: \_\_\_\_\_

### F. SIGNATURES. In accordance with ORS Chapter 79, ALL SECURED PARTIES must sign UCC-3 Filings.

By: *[Signature]*

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Secured Party(ies) Signature

Debtor Signature(s) if required

RETURN ACKNOWLEDGMENT LETTER TO: (Include name, address, and identifier for the debtor listed above. Limit the identifier to eight characters. REFER TO INSTRUCTION, NUMBER 7.) Please do not type or print outside of bracketed area.

Bank of the West  
1463 West Park Plaza  
Ontario, OR. 97914

### FEES

Make check for \$10.00 payable  
to "Corporation Division."

No fee for Termination.

Note: Filing fees may be paid with VISA or MasterCard.  
The card number and expiration date should be submitted  
on a separate sheet of paper for your protection.

DO NOT SUBMIT DUPLICATES OF THIS FILING AND/OR ATTACHMENTS.

# UCC-3

STATE OF OREGON  
 Corporation Division - UCC  
 255 Capitol Street NE, Suite 151  
 Salem, Oregon 97310-1327  
 (503) 986-2200 Facsimile (503) 373-1166  
 www.sos.state.or.us/corporation/corphp.htm

**STATEMENT OF TERMINATION, CONTINUATION, ASSIGNMENT, RELEASE, AMENDMENT**  
 PLEASE TYPE OR PRINT LEGIBLY. READ INSTRUCTIONS BEFORE FILLING OUT FORM.

This Financing Statement is presented to filing officer pursuant to the Uniform Commercial Code. This financing statement remains effective for a period of five years from the date of filing, unless extended for additional periods as provided for by ORS Chapter 79. A carbon, photographic, or other reproduction of this form, financing statement, or security agreement may be filed as a financing statement under ORS Chapter 79.

**A. THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT**

Lien Number: 395076 Date Filed: 10/17/99

**G. AMENDMENT INFORMATION**

Use this area to list collateral to be Released. Amendment description, and other information.

**We are doing a partial release on the following:**

**All farm equipment and machine whether now owned or hereafter acquired.**

**B. TYPE OF AMENDMENT (Check ALL BOXES THAT APPLY).**

- TERMINATION (NO FEE)** The Secured Party certifies that they no longer claim interest under the financing statement bearing the file number shown in SECTION A.
- CONTINUATION.** Submitted within six months prior to expiration date.
- ASSIGNMENT.** The Secured Party assigns to the Assignee whose name and address is shown in SECTION E and bearing the file number shown in SECTION A.  
 Choose one:  Full Assignment  Partial Assignment
- RELEASE. RELEASE DOES NOT TERMINATE DEBT.** From the collateral described in the financing statement bearing the file number shown in SECTION A, the Secured Party releases the following: (describe in SECTION G)  
 Choose one:  Release of all Collateral  Partial Release
- AMENDMENT:** Financing statement bearing file number shown in SECTION A is amended as described in SECTION G. **Signature of Debtor Required in most cases**

**C. DEBTOR NAME(S) (If individual, list last name first.)**

Johnson, Dan L.  
 Johason, Nancy J.

**DEBTOR MAILING ADDRESS:**

1861 Hwy. 20  
 Vale, OR. 97918

**D. SECURED PARTY(IES) NAME AND ADDRESS**

Pacific One Bank nka Bank of the West  
 1463 West Park Plaza  
 Ontario, OR. 97914

Contact Name: J. Guerricagotia Phone No: 541-889-7231

**E. ASSIGNEE(S) NAME AND ADDRESS (If any)**

Contact Name: \_\_\_\_\_ Phone No: \_\_\_\_\_

**F. SIGNATURES.** In accordance with ORS Chapter 79, ALL SECURED PARTIES must sign UCC-3 Filings.

By: [Signature]

By: \_\_\_\_\_

By: \_\_\_\_\_  
 Secured Party(ies) Signature

By: \_\_\_\_\_  
 Debtor Signature(s) if required

RETURN ACKNOWLEDGMENT LETTER TO: (Include name, address, and identifier for the debtor listed above. Limit the identifier to eight characters. REFER TO INSTRUCTION, NUMBER 7.) Please do not type or print outside of bracketed area.

Bank of the West  
 1463 West Park Plaza  
 Ontario, OR. 97914

RECEIVED

MAR - 3 2000

**FEES**

Make check for \$10.00 payable to "Corporation Division."

No fee for Termination.

Note: Filing fees may be paid with VISA or MasterCard. The card number and expiration date should be submitted on a separate sheet of paper for your protection.

DO NOT SUBMIT DUPLICATES OF THIS FILING AND/OR ATTACHMENTS.

1 BETTY H. RICHARDSON  
UNITED STATES ATTORNEY  
2  
3 ASSISTANT UNITED STATES ATTORNEY  
DISTRICT OF IDAHO  
4 FIRST INTERSTATE CENTER  
877 WEST MAIN STREET, SUITE 201  
BOISE, IDAHO 83702  
5 **MAILING ADDRESS: BOX 32**  
**BOISE, IDAHO 83707**  
6 TELEPHONE: (208) 334-1211

7  
8  
9  
10 UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF IDAHO

11 In re: )  
12 ) Bankruptcy No. 00-03091  
13 DAN LEROY JOHNSON and )  
NANCY JUNE JOHNSON )  
14 Debtors. ) **NOTICE OF MOTION FOR**  
**RELIEF FROM STAY**

15  
16 TO: THE ABOVE NAMED DEBTOR Dan Leroy Johnson and Nancy June Johnson,  
ATTORNEY Cyrus J. Roedel, AND Richard E. Crawford TRUSTEE  
17

18 YOUR ARE HEREBY NOTIFIED that pursuant to 11 U.S.C. §362, the United States of  
19 America, acting through the Farm Service Agency of the United States Department of  
20 Agriculture, has moved for relief from the automatic stay with respect to certain real and personal  
21 property of the estate. The automatic stay will be lifted 30 days from the date of service of the  
22 Motion, without further notice and hearing, unless the Court, after appropriate notice and  
23 hearing, and within said 30 day period, orders that the stay be continued in effect until final  
24 hearing and determination under §362(d).

25 ///

26 ///

27 ///

28 ///

1 YOU ARE FURTHER NOTIFIED THAT in the event an Order continuing the stay is not  
2 entered, the Court may enter its order without further notice to you annulling, terminating or  
3 otherwise modifying the automatic stay as requested in the Motion.

4 DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

5  
6 BETTY H. RICHARDSON  
7 United States Attorney

8 \_\_\_\_\_  
9 Assistant United States Attorney

10  
11  
12  
13 Certificate of Service

14 I hereby certify that I am an employee of the Office of the United States Attorney for the  
15 District of Idaho, and that a copy of the foregoing NOTICE OF MOTION FOR RELIEF FROM  
16 STAY was mailed, postage prepaid to all parties named below, this \_\_\_\_\_ day of  
\_\_\_\_\_, 2001.

17 Dan Leroy Johnson and  
18 Nancy June Johnson  
19 3783 Vista Dr  
Ontario, Oregon 97914

20 Cyrus J. Roedel  
21 355 SE Myrtle St # 102  
Boise, ID 83702-7656

22 Richard E. Crawford, Trustee  
23 2404 Bank Dr #312  
Boise, ID 83705

24 U.S. Trustee  
25 P. O. Box 110  
Boise, ID 83701

1 BETTY H. RICHARDSON  
UNITED STATES ATTORNEY  
2  
3 ASSISTANT UNITED STATES ATTORNEY  
DISTRICT OF IDAHO  
4 FIRST INTERSTATE CENTER  
877 WEST MAIN STREET, SUITE 201  
5 BOISE, IDAHO 83702  
MAILING ADDRESS: BOX 32  
6 BOISE, IDAHO 83707  
TELEPHONE: (208) 334-1211  
7  
8  
9

10 UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF IDAHO

11 In re: )  
12 DAN LEROY JOHNSON and ) Bankruptcy No. 00-03091  
13 NANCY JUNE JOHNSON, )  
14 Debtors. ) **MOTION FOR RELIEF  
FROM AUTOMATIC STAY (FSA)**

15 The United States of America, through the Farm Service Agency (FSA), of the United  
16 States Department of Agriculture, requests relief from the automatic stay pursuant to 11 USC  
17 362(d)(1) and (2) on the grounds that the Debtors have no equity in the property and the property  
18 is not necessary to an effective reorganization as this is a Chapter 7 case. This motion is  
19 supported by the declaration of Peter Halvorson, filed contemporaneously with this motion.

20 WHEREFORE, FSA requests it be granted relief from the automatic stay so it can  
21 enforce the terms of its Note, Security Agreement and other loan documents

22 DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

23  
24 BETTY H. RICHARDSON  
United States Attorney  
District of Idaho  
25

26 \_\_\_\_\_  
27 Assistant United States Attorney  
28

CERTIFICATE OF SERVICE

I HEREBY CERTIFY I am an employee of the Office of the United States Attorney for the District of Idaho, and that a copy of the foregoing MOTION FOR RELIEF FROM AUTOMATIC STAY (FSA) was mailed, postage prepaid to all parties named below, on this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

ADDRESSES:

Dan Leroy Johnson and  
Nancy June Johnson  
3783 Vista Dr  
Ontario, Oregon 97914

Cyrus J. Roedel  
355 SE Myrtle St # 102  
Boise, ID 83702-7656

Richard E. Crawford, Trustee  
2404 Bank Dr #312  
Boise, ID 83705

U.S. Trustee  
P. O. Box 110  
Boise, ID 83701

---

1 BETTY H. RICHARDSON  
UNITED STATES ATTORNEY  
2  
3 ASSISTANT UNITED STATES ATTORNEY  
DISTRICT OF IDAHO  
4 FIRST INTERSTATE CENTER  
877 WEST MAIN STREET, SUITE 201  
BOISE, IDAHO 83702  
5 MAILING ADDRESS: BOX 32  
BOISE, IDAHO 83707  
6 TELEPHONE: (208) 334-1211  
7  
8  
9

10 UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF IDAHO

11 In re: )  
12 ) Bankruptcy No. 00-03091  
13 DAN LEROY JOHNSON and )  
NANCY JUNE JOHNSON, )  
14 Debtors. ) **ORDER GRANTING RELIEF  
FROM STAY**

15 IN ACCORDANCE with the Motion for Relief From Stay,

16 As the Debtors have not responded to the Motion for Relief From Stay within 30 days  
17 from the filing of the Motion,

18 IT IS HEREBY ORDERED that the automatic stay of 11 USC § 362(a) shall be lifted,  
19 pursuant to 11 USC § 362(d) for the limited purpose of allowing Farm Service Agency of the  
20 United States Department of Agriculture to enforce the terms of note, security agreement and  
21 other security documents against the personal property of Debtors.

22 DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2001.  
23  
24  
25

26 \_\_\_\_\_  
27 UNITED STATES BANKRUPTCY JUDGE  
28