

U.S. COURTS

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CAMERON S. JONES
CLERK, IDAHO

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RCPT #70740

JERRY V. JENSEN
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ISB # 3149

Attorneys for Northwest Farm Credit Services
cl\jvj\fcj\johnson\stay-mtn

UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF IDAHO

IN RE:)
) Case No. 00-03091
DAN LEROY JOHNSON, and)
NANCY JUNE JOHNSON,) **MOTION FOR STAY RELIEF**
)
)
Debtors.)
_____)

COMES NOW Creditor Northwest Farm Credit Services, FLCA ("NWFC") and moves the Court for an order granting NWFC relief from the automatic stay for cause pursuant to 11 USC § 362(d). In support of this motion NWFC alleges as follows:

1. As of January 23, 2001, Debtors owe NWFC the sum of \$100,920.93, not including fees, costs, interest or other charges which have accrued from and after January 23, 2001, on said debt. Interest shall accrue thereafter at the rate of \$29.871902 per diem. An itemization of amounts due is attached hereto as Exhibit "A" and incorporated herein by this reference.
2. On or about May 6, 1982, David A. Germany and Linda Kay Germany ("Germany") executed a Promissory Note in favor of Federal Land Bank of Spokane ("Federal Land

1
2 Bank”) whereby they agreed to pay the principal amount of One Hundred Twenty
3 Thousand Dollars (\$120,000) to Federal Land Bank. A true and correct copy of said
4 Promissory Note is attached hereto as Exhibit “B” and incorporated herein by this
5 reference.

6
7 3. Said Promissory Note is secured by a Mortgage entered into by Germany and Federal
8 Land Bank on or about May 6, 1982, which gave Federal Land Bank a security
9 interest in the real property owned by German, more particularly described therein. A
10 true and correct copy of said Mortgage is attached hereto as Exhibit “C” and
11 incorporated herein by this reference.

12
13 4. On or about November 17, 1997, Germany executed a Warranty Deed, a true and
14 correct copy of which is attached hereto as Exhibit “D” and incorporated herein by this
15 reference, conveying their right, title and interest in the real property described therein
16 to Debtors.

17
18 5. On or about November 17, 1997, Debtors and Germany entered into a Loan
19 Assumption, a true and correct copy of which is attached hereto as Exhibit “E” and
20 incorporated herein by this reference, whereby Debtors assumed the above described
21 obligation.

22
23 6. On or about August 28, 1997, AgAmerica, FCB, successor in interest to Federal Land
24 Bank, executed the Assignment of Note and Mortgage attached hereto as Exhibit “F”
25 and incorporated herein by this reference, transferring all of its right, title and interest
26 in the above described Promissory Note and Mortgage to Northwest Farm Credit
Services, ACA. Thereafter, Northwest Farm Credit Services, ACA, executed a

1
2 Statement of Assignments, a true and correct copy of which is attached hereto as
3 Exhibit "G" and incorporated herein by this reference, assigning its right title and
4 interest in said Promissory Note and Mortgage to Northwest Farm Credit Services,
5 FLCA.

- 6
7 7. The real property described herein is valued at approximately \$145,000. Said
8 valuation was arrived at using the appraisal done on October 24, 1997, by Richard S.
9 Dunn, a true and correct copy of which is attached hereto as Exhibit "H" and
10 incorporated herein by this reference.
- 11 8. Northwest Farm Credit believes and therefore alleges that valid junior liens held on
12 the real property described herein encumber said property and debtors have no equity
13 in said property.
14

15 **Local Bankruptcy Rule 4001.2(d)(1) – Objections**

16 Any party in interest may oppose the motion by filing and serving on the
17 moving party a written objection thereto at least five (5) days prior to the
18 preliminary hearing. The objection shall reasonably identify those matters
19 contained in the motion which are to be at issue, and any other basis for
20 opposition to the motion. Absent the filing of a timely response, the
21 court may grant the relief sought without a hearing. The written
22 objection need not be filed if the moving party sets the preliminary
23 hearing for less than twenty (20) days after the filing of the motion,
24 however, the opposing party must be prepared to present the information
25 required by this rule at the preliminary hearing.
26

Local Bankruptcy Rule 4001.2(d)(2) – Scheduling

23 The moving party may schedule a preliminary hearing on any motion,
24 and shall serve notice thereof upon those parties on whom service of the
25 motion is required above. Absent such a hearing, at the time of filing of
26 any objection to a motion, the objecting party shall schedule a
preliminary hearing and shall serve notice thereof upon the moving party.

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Local Bankruptcy Rule 4001.2(d)(3) – Procedure

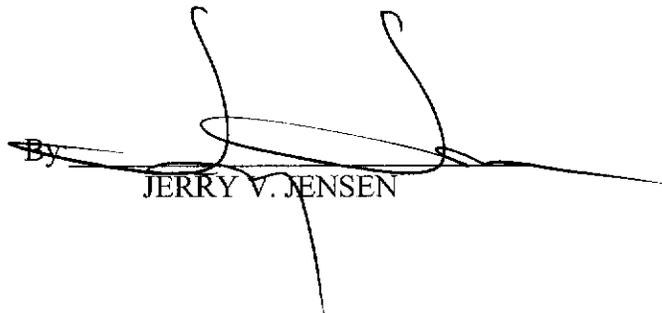
At the preliminary hearing, the parties shall be prepared to make specific representations to the court as to the proof and evidence to be submitted at any final hearing. In particular, the parties shall advise the court with specificity as to the issues to be presented at final hearing, and of the identity of any witnesses expected to testify, and a summary of the expected testimony. The court shall have the right to impose appropriate sanctions against any party who fails to prosecute or defend the motion in good faith contrary to the representations made at the preliminary hearing.

11 USC Section 362(e) – Notice

Thirty days after a request under subsection (d) of this section for relief from the stay of any act against the property of the estate under subsection (a) of this section, such stay is terminated with respect to the party in interest making such request, unless the court, after notice and a hearing, orders such stay continued in effect pending the conclusion of, or as a result of, a final hearing and determination under subsection (d) of this section. A hearing under this subsection may be a preliminary hearing, or may be consolidated with the final hearing under subsection (d) of this section. The court shall order such stay continued in effect pending the conclusion of the final hearing under subsection (d) of this section if there is a reasonable likelihood that the party opposing relief from such stay will prevail at the conclusion of such final hearing. If the hearing under this subsection is a preliminary hearing, then such final hearing shall be concluded not later than thirty days after the conclusion of such preliminary hearing unless the 30-day period is extended with the consent of the parties in interest for a specific time which the court finds is required by compelling circumstances.

DATED this 23 day of January, 2001.

ROSHOLT, ROBERTSON & TUCKER

By 
JERRY V. JENSEN

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CERTIFICATE OF SERVICE

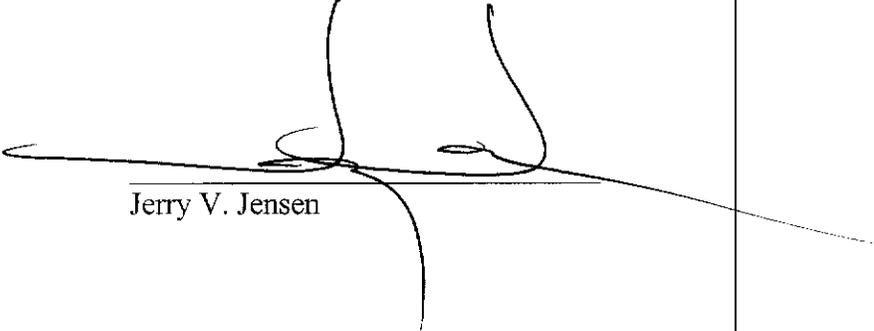
The undersigned certifies that on the 23 day of January, 2001, he caused a true and correct copy of the foregoing to be served upon the following persons, by depositing a copy thereof in the United States mail, postage prepaid, in an envelope addressed to said persons at the addresses below:

Dan and Nancy Johnson
3783 Vista Drive
Ontario, OR 97914

United States Trustee
Post Office Box 110
Boise, ID 83702

Cyrus J. Roedel
Attorney at Law
355 W Myrtle Street # 102
Boise, ID 83702-7656

Richard E. Crawforth
Bankruptcy Trustee
2404 Bank Drive # 312
Boise, ID 83705



Jerry V. Jensen

ITEMIZATION OF AMOUNTS DUE

Principal	\$ 99,609.89
Interest as of January 23, 2001	\$ 1,304.88*
Default Interest as of January 23, 2001	<u>\$ 583.90**</u>
TOTAL AMOUNT DUE	\$100,920.93

* Interest accrues at the rate of 10.85% per annum or \$29.591902 per diem.

** Default interest accrues at the rate of 14.85 % per annum or 28¢ per diem on overdue principal.

EXHIBIT A

192453-7 - Germany

25-year monthly loan

No. _____ \$ 120,000.00

PROMISSORY NOTE
(Monthly Level Payment, Variable Interest Rate)

State of Oregon _____ May 6 19 82

FOR VALUE RECEIVED, I promise to pay to the order of The Federal Land Bank of Spokane, at its office in the City of Spokane, Washington, the sum of

One Hundred Twenty Thousand _____ DOLLARS
with interest from date at the rate of 12 per cent per annum, both principal and interest being payable as follows:

A first installment of interest only payable on the first day of June, 1982; and thereafter 310 consecutive monthly installments of

Twelve Hundred Sixty-three and 87/100 _____ DOLLARS

each, payable on the first day of each month beginning July, 1982, and the final installment payable on the first day of June, 2007, unless this note shall be matured sooner by extra payments on account of principal. Each of said installments shall be applied first to payment of interest and the remainder to be applied to payment of principal.

The bank may, from time to time, establish a higher or lower rate of interest which shall then apply to the unmatured balance of the debt evidenced hereby and shall remain in effect until a different rate is established. Such different rates shall be established in accordance with the provisions of the Farm Credit Act of 1971 and the regulations of the Farm Credit Administration as then existing. As and when any different rate of interest is established as provided above, the amount of each subsequent installment shall be increased or decreased to reflect the different rate of interest, but the due date of any installment so increased or decreased shall remain the same.

All installments not made when due shall bear interest thereafter until paid at a default rate which is the rate from time to time in effect for this loan, plus two per cent per annum. If any default be made in any such installments, or in case of failure to comply with any of the requirements or covenants contained in the deed of trust or mortgage given by the makers hereof to secure the payment of this note, then at the election of the holder of this note, without presentment or demand, the principal sum hereof and all accrued interest thereon shall become due and payable at once and the entire amount due and payable shall thereafter bear interest until paid at the default rate which was in effect at the time of acceleration.

Any maker hereof may at any time pay any amount of principal hereon in advance of its maturity. Unless the holder otherwise elects, any such payments shall operate to reduce the balance owing and to discharge the debt evidenced hereby; it an earlier date, but shall not alter the obligation to pay full installments periodically as above provided until the debt is paid in full.

The makers, sureties, endorsers, guarantors, and all other persons liable for the payment hereof, waive presentment for payment, notice of dishonor, protest and notice of protest, and consent to all indulgences, extensions, renewals and reamortizations granted or permitted by the holder.

In case of suit hereon or foreclosure, the makers hereof agree to pay a reasonable attorney's fee in addition to other costs.

David A. Germany
Lynnda Kay Germany

200-520 0-014-078 301 01 999
119-01 0192453-7-0
DAVID A GERMANY
SSN: 540-64-6498

COPY

Customer/Note No. 14078-301

RELEASE OF PERSONAL LIABILITY

For good and valuable consideration, Lender certifies as follows:

Release of Personal Liability:

David A. Germany and Linda Kay Germany, husband and wife

are released from personal liability for payment of the indebtedness, evidenced by the Note, dated May 6, 1982, in the original principal sum of \$120,000.00. This Release is not a satisfaction of the indebtedness evidenced by the Loan Documents. Lender expressly reserves the right to enforce the Loan Documents according to their terms, against all other persons liable thereon and against the property described therein.

"Loan Documents" include any note, security, or other documents of any kind and any amendments thereto, signed in connection with the note, identified by the above-listed note number.

Dated: November 17, 1997

Lender: Northwest Farm Credit Services, ACA

Kip Dennis
Authorized Agent

State of IDAHO)
) ss.
County of Canyon)

On November 17, 1997, before me personally appeared KIP DENNIS, known to me to be an authorized agent of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same as its free act and deed; and on oath stated that he was authorized to execute said instrument.

Laurinda Meena Boucher
LAURINDA MEENA-BOUCHER
Notary Public for the State of Idaho
Residing at Nampa, Idaho
My commission expires 4-8-2000



INSTRUMENT NO. 92-102559

FLB 027A (8-77)

FEDERAL LAND BANK MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That on this 6th day
of May, 1982,

David A. Germany and Linda Kay Germany,

husband and wife,

hereinafter called the Mortgagors, hereby grant, bargain, sell, convey and mortgage to THE FEDERAL LAND BANK OF SPOKANE, a corporation in Spokane, Washington, hereinafter called the Mortgagee, the following described real estate in the County of Malheur, State of Oregon

FLB LOAN	192453-7
Recorded	_____
at _____	o'clock _____
_____	Page _____
Auditor, Clerk or Recorder	

Township 18 South, Range 46 East of the Willamette Meridian
 Section 26: A parcel of land in the ~~NE1/4NE1/4~~ more particularly described as follows:
 Commencing at the Northeast corner of said ~~NE1/4NE1/4~~; thence North 89°47'21" West, along the North boundary line of the ~~NE1/4NE1/4~~, 25 feet; thence South 0°01'53" West, parallel with the East boundary line thereof, 25 feet to a point on the South right-of-way line of a certain County Road and the West right-of-way line of Vista Drive which point is the POINT OF BEGINNING; THENCE South 0°01'53" West, parallel with the East boundary line, 1289.79 feet to a point on the South boundary line of said ~~NE1/4NE1/4~~; thence North 89°30'30" West, along the South boundary line, 577.76 feet; thence North 15°15'15" West, 555.18 feet; thence North 38°05'08" West 526.10 feet; thence North 10°57'30" East, 345.04 feet to a point on the South right-of-way line of said certain County Road; thence South 89°47'21" East, parallel with the North boundary line, 983.44 feet to the Point of beginning.

Together with a 1981 Champion 2-unit mobile home, or any replacement thereof, which is declared to be appurtenant thereto.

COPY

EXHIBIT C

5301
111

including all leases, permits, licenses or privileges, written or otherwise, appurtenant or nonappurtenant to said mortgaged premises, now held by mortgagors or hereafter issued, extended or renewed to them by the United States or the State or any department, bureau, or agency thereof, which have been or will be assigned or waived to mortgagee.

Together with the tenements, hereditaments, rights, privileges and appurtenances, including private roads, now or hereafter belonging to or used in connection with the above described premises; and all plumbing, lighting, heating, cooling, ventilating, elevating, watering and irrigating apparatus and other fixtures, now or hereafter belonging to or used in connection with the above described premises, all of which are hereby declared to be appurtenant to said land; and together with all waters and water rights of every kind and description and however evidenced, and all ditches or other conduits, rights therein and rights of way therefor, which now are or hereafter may be appurtenant to said premises or any part thereof, or used in connection therewith.

This conveyance is intended as a mortgage securing the performance of the covenants and agreements hereinafter contained, and the payment of the debt represented by one promissory note made by the mortgagors to the order of the mortgagee, of even date herewith, for the principal sum of \$ 120,000.00, with interest as provided for in said note, being payable in installments, the last of which being due and payable on the first day of June, 2007.

MORTGAGORS COVENANT AND AGREE:

That they are lawfully seized of said premises in fee simple, have good right and lawful authority to convey and mortgage the same, and that said premises are free from encumbrance; and each of the mortgagors will warrant and defend the same forever against the lawful claims and demands of all persons whomsoever, and this covenant shall not be extinguished by any foreclosure hereof, but shall run with the land.

To pay all debts and money secured hereby when due.

To keep the buildings and other improvements now or hereafter existing on said premises in good repair; to complete without delay the construction on said premises of any building, structure or improvement in progress, any improvements to existing structures in progress, and any improvements or remodeling for which the loan hereby secured was granted in whole or in part; not to remove or demolish or permit the removal or demolition of any building thereon; to restore promptly in a good and workmanlike manner any building, structure or improvement thereon which may be damaged or destroyed; to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property and its use; not to use or permit the use of said premises for any unlawful or objectionable purpose; not to cut or permit the cutting of timber from said premises except for domestic use; to maintain and cultivate the premises in good and husbandlike manner, using approved methods of preserving the fertility thereof; to keep the orchards on said lands properly irrigated, cultivated, sprayed, pruned and cared for; not to commit or suffer waste of any kind upon said premises; and to do all acts or things necessary to preserve all water rights now or hereafter appurtenant to or used in connection with said premises.

To pay before delinquency all taxes, assessments and other charges upon said premises, all assessments upon water company stock, and all rents, assessments and charges for water appurtenant to or used in connection with said property; and to suffer no other encumbrance, charge or lien against said premises which is superior to this mortgage.

To keep all buildings now existing or hereafter erected continuously insured against loss or damage by fire and such other risks in manner and form and in such company or companies and in such amounts as shall be satisfactory to the mortgagee; to pay all premiums and charges on all such insurance when due; to deposit with the mortgagee upon request all insurance policies affecting the premises, with receipts showing payment of all premiums and charges affecting said policies; and that all insurance whatsoever affecting the premises shall be made payable, in case of loss, to the mortgagee, with a loss payable clause in favor of and satisfactory to the mortgagee. The mortgagee shall be entitled to receive the proceeds of any loss under any such policy which may be applied by the mortgagee upon the indebtedness hereby secured in such manner as it may elect.

If any of the mortgaged property shall be taken under right of eminent domain, the mortgagee shall be entitled at its option to receive all compensation for the portion taken and damages to the remaining portion, to be applied by the mortgagee upon the indebtedness hereby secured in such manner as it shall elect.

Should the mortgagors be or become in default in any of the covenants or agreements herein contained, then the mortgagee (whether electing to declare the whole indebtedness hereby secured due and payable or not) may, at its option, perform the same in whole or in part and all expenditures made by the mortgagee in so doing, together with interest and costs, shall be immediately repayable by the mortgagors without demand, shall be secured by this mortgage, and shall draw interest until paid at the default rates provided for in the note hereby secured.

Time is material and of the essence hereof; and in case of breach of any of the covenants or agreements hereof, or if default be made in the payment of any of the sums hereby secured, or if the whole or any portion of said loan shall be expended for purposes other than those specified in the original application therefor except, by the written permission of said mortgagee, or if said land or any portion thereof shall be hereafter included in any special assessment district, then, in any such case, all indebtedness hereby secured, shall, at the election of the mortgagee, become immediately due without notice, and this mortgage may be foreclosed; but the failure of the mortgagee to exercise such option in any one or more instances shall not be considered as a waiver or relinquishment of the right to exercise such option upon or during the continuance of the same or any other default.

In case of any suit to foreclose this mortgage or to collect any charge growing out of the debt hereby secured, or any suit which the mortgagee may deem it necessary to prosecute or defend to effect or protect the lien hereof, the mortgagors agree to pay a reasonable sum as attorney's fees and all costs and legal expenses in connection with said suit, and further agree to pay the reasonable costs of searching records and abstracting or insuring the title, and such sums shall be secured hereby and included in the decree of foreclosure.

Upon or during the continuance of any default hereunder, the mortgagee shall have the right forthwith to enter into and upon the mortgaged premises and take possession thereof, and collect the rents, issues and profits thereof, and apply the same, less reasonable costs of collection, upon the indebtedness hereby secured, and the mortgagee shall have the right to the appointment of a receiver to collect the rents, issues and profits of the mortgaged premises. The rents, issues and profits of said premises after default are hereby assigned and mortgaged to the mortgagee as additional security for the indebtedness herein described.

This mortgage and the note secured hereby are executed and delivered under and in accordance with the Farm Credit Act of 1971 and any acts amendatory or supplementary thereto and the regulations of the Farm Credit Administration, and are subject to all the terms, conditions and provisions thereof, which are made a part hereof the same as if set out in full herein.

The covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

INSTRUMENT NO. 82103559

This mortgage secures an obligation incurred in whole or in part for the construction of an improvement on said land.

NOTICE OF RECEIPT OF MISCELLANEOUS ASSET

BORROWER		COUNTY	STATE	FLBA	OFFICE NO.	FLB NO.
Germany, David & Linda			Oregon	Ontario	119-1	192453-7
Additional Collateral <input checked="" type="checkbox"/>		Notes Receivable <input type="checkbox"/>	Miscellaneous <input type="checkbox"/>	Securities <input type="checkbox"/>	Undeposited Receipts <input type="checkbox"/>	

RECEIPT IS ACKNOWLEDGED OF THE FOLLOWING

DATE July 22, 1982

MISCELLANEOUS ASSET: Certificate of Title - Mobile Home

AMOUNT
\$1.00

DESCRIPTION: To establish as a memorandum asset the Certificate of Title to a 1981 Mobile Home in connection with the above loan. Title No. 8218881621

The Federal Land Bank Of Spokane

1 - ACCOUNTING DIV. COPY

2 - CUSTODIAN'S COPY

3 - COPY FOR FILE

ENTERED _____ CLEARED _____

IN WITNESS WHEREOF, The mortgagors have hereunto set their hands the day and year first above written.

David A. Germany
Linda Kay Germany

STATE OF OREGON
County of Malheur
ROBERT L. HORCOM
Notary Public

STATE OF Oregon }
County of Malheur } ss.

On 5/14/82, before me personally appeared

David A. Germany and Linda Kay Germany,
to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the same as (his) (her) (their) free act and deed.

NOTARY PUBLIC
My Commission Expires 8-19-83

STATE OF _____ }
County of _____ } ss.

On _____, before me personally appeared

to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the same as (his) (her) (their) free act and deed.

NOTARY PUBLIC
My Commission Expires _____

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NOV 8 1997

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STATUTORY WARRANTY DEED

DAVID A. GERMANY and LINDA KAY GERMANY, husband and wife, Grantor, conveys and warrants to DAN LEROY JOHNSON and NANCY JUNE JOHNSON, husband and wife, Grantee, the following described real property, free of encumbrances except as specifically set forth herein:

Land in Malheur County, Oregon, as follows:

In Twp. 18 S., R. 46 E., W.M.:

Sec. 26: A parcel of land in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ more particularly described as follows:

Commencing at the Northeast corner of said NE $\frac{1}{4}$ NE $\frac{1}{4}$;
thence N. 89° 47' 21" W., along the North boundary thereof, 25 feet;

thence S. 0° 01' 53" W., parallel with the East boundary thereof, 25 feet to a point on the South right of way line of a certain County Road and the West right of way line of Vista Drive, which is the Point of Beginning;

thence S. 0° 01' 53" W., parallel with the said East boundary, 1,289.79 feet to a point on the South boundary of said NE $\frac{1}{4}$ NE $\frac{1}{4}$;

thence N. 89° 30' 30" W., along the said South boundary, 577.76 feet;

thence N. 15° 15' 15" W., 555.18 feet;

thence N. 38° 05' 08" W., 526.10 feet;

thence N. 10° 57' 30" E., 345.04 feet to a point on the South right of way line of the certain County Road;

thence S. 89° 47' 21" E., parallel with the North boundary line, 983.44 feet to the Point of Beginning.

TOGETHER WITH the 1981 Champion Sequoia 24' x 60' mobile home bearing Oregon license No. X59709.

Map No. 18 46 D Tax Lot 5301 Code No. 15 Reference Nos. 07600 & 900271

This conveyance is subject to the following exceptions:

1. Additional taxes or penalties and interest, if any, by reason of the disqualification of said lands for farm use purposes.
2. Regulations of the Owyhee Irrigation District.
3. The rights of the public in and to that portion of the premises herein lying within streets, roads and highways.
4. Any improvement located upon the property which is described or defined as a mobile home under the provisions of chapters 803 and 820, Oregon Revised Statutes, and is subject to registration as therein provided.
5. Mortgage, including the terms and provisions thereof, dated May 6, 1982, recorded May 18, 1982, as Instrument No. 82-103559 official records of Malheur County, Oregon in the amount of \$120,000.00 wherein Mortgagor was David A. Germany and Linda Kay Germany, husband and wife, and Mortgagee was The Federal Land Bank of Spokane. By Instrument recorded Nov. 10, 1993, as Instrument No. 93-7616, official records of Malheur County, Oregon, the terms and provisions of the above Mortgage were amended. The above Mortgage was assigned by instrument recorded September 10, 1997, as Instrument No. 97-7209 official records of Malheur County, Oregon to Northwest Farm Credit Services, ACA. The Grantee assumes and agrees to pay and fully perform the above mortgage and to hold and save the Grantor harmless therefrom.

"THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED

EXHIBIT D

814407

8 1997

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NOV 8 1997

USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930."

The true consideration for this conveyance is: \$137,725.19 which is the whole consideration.

Until a change is requested, all tax statements shall be sent to the following address: ~~Grantee: 1861 Hwy 20, Vale, OR 97918~~
Grantee: 1861 Hwy 20, Vale, OR 97918

Dated this 17 day of November, 1997.

David A. Germany
David A. Germany

Linda Kay Germany
Linda Kay Germany

STATE OF OREGON)
) :ss
County of Malheur)

The foregoing instrument was acknowledged before me this 17th day of November, 1997, by David A. Germany and Linda Kay Germany, husband and wife.

Sharon L. Miles
Notary Public for Oregon
My commission expires: 11-8-99



STATE OF OREGON)
County of Malheur) SS

Inst. No. 97-9119
I certify that the within instrument of writing was received for record on the 18 day of Nov. 19 97 at 3:20 o'clock P. M.

DEBORAH R. DeLONG
County Clerk

By Maureen Mayhew Deputy

LOAN ASSUMPTION/STOCK TRANSFER/BILLING CHANGE

Farm Credit Services Caldwell Credit

Customer/Note No.(s) 14078-301

REQUESTED ACTION:

(Check appropriate blanks)

- X Assumption by New Owner (Purchaser)
 X Transfer Stock, Participation Certificates
 X Transfer Billing

Section 1
CUSTOMER INFORMATION

 Former Owner(s): David A. Germany and Linda K. Germany
 (transfer from)

You are legally obligated to make the payments called for in your note. The fact that you sell or dispose of your property, for any reason, after the loan is made does not relieve you of liability for making payments. Even though new owners may agree in writing to assume liability for your payments, this assumption will not relieve you from liability to pay the note you signed when you obtained the loan.

 New Owner(s): Dan L. Johnson and Nancy J. Johnson
 (transfer to)

 Soc. Sec. or Corp. I.D.# 541-52-5213

 Soc. Sec. # 543-50-4201

 Address: 1601 Hwy 20, Vale, OR 97918

 Phone # 541-888-3497
Section 2
ASSUMPTION BY PURCHASER:

The undersigned have purchased or otherwise acquired the real property described in the mortgage or deed of trust held by Lender, designated by it as Loan No. 14078-301 given to secure a note for \$120,000.00. The undersigned hereby assume and agree to pay and perform said note and mortgage or deed of trust, and any amendments thereto, according to their terms.

I (We) understand this request is subject to approval by Lender and that additional documents and information may be required.

Dan L. Johnson 11-17-97 Nancy J. Johnson 11-17-97
 (Purchaser) (Date) (Purchaser) (Date)

Terms Of Sale:

Cash	\$33,000.00
By assuming this loan	\$104,725.19
By assuming other mortgages	\$
By executing other notes or contracts	\$
By trade	\$
TOTAL PURCHASE PRICE	\$137,725.19

Section 3
TRANSFER STOCK, PARTICIPATION CERTIFICATES

The undersigned, for value received, does hereby sell, assign, transfer and set over unto Dan L. Johnson and Nancy J. Johnson

all right, title and interest in and to 420 shares of stock (participation certificates) registered in the undersigned in Northwest Farm Credit Services, ACA, which stock (participation certificates) is held as collateral security in connection with the above-designated mortgage(s) or deed(s) of trust made under the Farm Credit Act of 1971, as amended, hereby authorize and direct the officers of said Association to make the necessary transfer of such stock (participation certificates) interests, with full power of substitution.

David A. Germany 11/17/97 Linda Kay Germany 11/17/97
 (Signature) (Date) (Signature) (Date)

(Signature) (Date) (Signature) (Date)

Section 4
TRANSFER BILLING

The undersigned request that all billing, receipts and other correspondence

EXHIBITE

INSTRUMENT 97 - 79
PAGE 1 OF 1 PAGES

After recording return to:
Farm Credit Services
PO Box 279
Ontario, OR 97914

Customer/Note No. 14078 301
GERMANY, David

ASSIGNMENT OF NOTE AND MORTGAGE

FOR VALUE RECEIVED, AgAmerica, FCB, successor in interest to The Federal Land Bank of Spokane/Farm Credit Bank of Spokane ("Lender"), West 601 First Avenue, Spokane, Washington 99220-4005, hereby grants, conveys, assigns and transfers to Northwest Farm Credit Services, ACA ("Assignee"), whose address is West 601 First Avenue, PO Box TAF-C5, Spokane, WA 99220-4005, all of its right, title and interest in and to:

that certain mortgage describing property therein and recorded May 18, 1982, as Instrument No. 82-103559, records of Malheur County, Oregon, executed by David A. Germany and Linda Kay Germany, husband and wife, together with the note secured thereby and the proceeds due and to become due with interest.

Dated: Aug 28, 1997

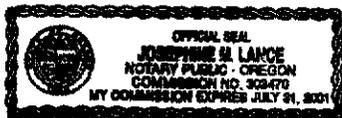
LENDER

AgAmerica, FCB, successor by merger to
The Federal Land Bank of Spokane and the
Farm Credit Bank of Spokane

By: Scott Stanger
Authorized Agent

STATE OF OREGON)
)ss.
County of Malheur)

On this 28th day of August, 1997, before me personally appeared Scott Stanger, known to me to be an authorized agent of the AgAmerica, FCB, that executed the within instrument, and acknowledged to me that such corporation executed the same as its free act and deed; and on oath stated that he was authorized to execute said instrument.



Josephine M. Lane
Notary Public for the State of Oregon
Residing at Ontario
My commission expires 7-31-2001

Inst. No. 97-7209

I certify that the within instrument
writing was received for record

the 10 day of Sept 1997
at 9:52 O'clock A. M.

STATE OF OREGON)
County of Malheur)ss

DEBORAH R. DeLONG
County Clerk

By: Deborah DeLong Deputy

EXHIBIT F

INSTRUMENT NO. 2000-2487

This space reserved for County Filing Officer use only

Page 1 of 1 Pages

STATE OF OREGON
STATEMENTS OF CONTINUATION, RELEASE, ASSIGNMENTS, TERMINATIONS AND AMENDMENTS
REAL PROPERTY - Form UCC-3A
THIS FORM FOR COUNTY FILING OFFICER USE ONLY

Table with 3 columns: 1A. Debtor Name(s), 2A. Secured Party Name(s), 3A. Assignee of Secured Party (if any). Includes Johnson, Dan L. and Northwest Farm Credit Services, ACA.

This statement refers to original Financing Statement number: 97-9804 79792. Date filed: December 22, 1997

- TERMINATION, ASSIGNMENT, CONTINUATION, RELEASE, AMENDMENT. Each option includes a description of the action being taken regarding the financing statement.

APR 17 2000

Debtor hereby authorizes the Secured Party to record a carbon, photographic or other reproduction of this form, financing statement or security agreement as a financing statement under ORS Chapter 79.

By: _____

INSTRUCTIONS

- 1. PLEASE TYPE THIS FORM
2. If the space provided for any item(s) on this form is inadequate, the item(s) should be continued on additional sheets.
3. This form (UCC-3A) should be recorded with the county filing officers who record real estate mortgages.
4. After the recording process is completed the county filing officer will return the document to the party indicated.
5. The RECORDING FEE must accompany the document. The fee is \$5 per page.
6. Be sure that the financing statement has been properly signed. Do not sign the termination statement (above) until this document is to be terminated.

Return to: (name and address)

Farm Credit Services
P. O. Box 730
Caldwell ID 83606-0730

Recording Party Contact Name:

Recording Party Telephone Number: 1-800-819-3312
Northwest Farm Credit Services, ACA

By: [Signature]
Signature of Secured Party(ies) or Assignee(s) Authorized Agent

Please do not type outside of bracketed area.

Inst. No. 2000-2487

I certify that the within instrument of writing was received for record on the 17 day of Apr, 2000 at 12:09 o'clock P.M.

STATE OF OREGON)
County of Multnomah) SS
FEE \$21

DEBORAH R. DeLONG
County Clerk

[Signature]

This space reserved for County Filing Officer Use

EXHIBIT G



Farm Credit Services

378 West Idaho Avenue
P.O. Box 279
Ontario, Oregon 97914
503/889-6462 FAX 503/889-6338

APPRAISAL COVER MEMORANDUM

TO: Kip Dennis, Branch Manager
FROM: Richard S. Dunn, Appraiser *RSD*
DATE: October 28, 1997
SUBJECT: Special Appraisal Considerations

Subject Property Identity: D. Germany Dairy

Appraised Value: \$145,000

Effective Date: October 24, 1997

Appraisal assumptions that the credit officer may want to consider for loan requirements:

Access - Adequate evidence of access to the property does exist.

Improvements - There is no construction required or in process at the time.

Irrigation - There is irrigation on this property.

Equipment - There is equipment included in the value indicated or that is necessary for the operation.

Assumptions and Limiting Conditions

- 1) Water Rights - 12 Acres of right from Owyhee Irrigation District
- 2) Milking Equipment - All necessary for operation of a 275 - 300 head dairy, including but not limited to: 2000 gallon stainless bulk tank; double 5 H-bone system of stalls, milking units, vacuum systems, and pipelines; etc.
- 3) Double-wide mobile home is included as part of the real estate valuation.

Other considerations:

- 1) **ENVIRONMENTAL:** Property is an abandoned dry-lot dairy. There are several piles of refuse...including household as well as dairy. There are several piles of manure and the waste lagoon is full to the brim. The empty containers appeared to be left-over from dairy operation and some oil cans that can be cleaned up, however, an inspection of the property with regard to possible environmental hazards was not made. Should any adverse environmental findings occur, this valuation is null & void.
- 2) **FLOOD INSURANCE:** No flood insurance is required. A completed FEMA form 8-93 is attached.

EXHIBIT H