

CROP LOAN APPLICATION AND NOTE/SECURITY AGREEMENT



	3750	0	7														
(A) APPLICANT INFORMATION								Up to \$250,000 LOAN REQUEST \$					AGRICULTURE LOAN PURPOSE Crop Input				
Legal name of individual (First, Middle, Last) or Entity (Name as shown on State Driver's License								SS# or Tax ID #					Yr Began Farming	В	Birth Date/Entity Formed		
Street and mailing address							City	City Stat			Zip		Residence				
Phone # Insurance agent-name/ph.#						/ph.#	Email						County (s) of farming operation(s)				
Cell # Applicant is a (check one) [] Individual/Proprietor [] Corporation [] LLC [] Partnership [] Other								Marital (circle o					Status: M = Married U = Unmarried ne) S = Separated				
Does appli		m products	under a r	name not liste	ed on this	application?	No E	⊒Yes Name:_									
Complet	te this se	ction for a	anv Co-	Applicant.	wheth	er an individu	al or	entity.									
Complete this section for any Co-Applicant Co-Applicant Full Legal Name (First, Middle, Last) (As shown on State Driver's License)				le, Last)				Applicant Address			SS # or		or Tax ID #	Bir	Birth Date/Entity Formed		
(C) APPLIC	CANT'S FI	NANCIAL	AND IN	ICOME INI	FORMA	TION											
Complet	te the fol	lowing fo	r the Ap	oplicant O	R attach	n a signed and	date	ed copy of t	he App	olicant	's last yea	ar-end b	alance sh	neet.			
Current Assets Intermediate and \$				nd Long-Term Assets			Total Assets \$					Gross Farm Income (Annual) \$					
Current Liabilities Intermediate and \$				nd Long-Term Liabilities			Total Liabilities \$			Net Worth	1	Non-Farm Income (Annual) \$					
(D) APPLIC	CANT'S LI	ENDER RE	FEREN	CE			1						L				
Crop Financing Lender Sources				Lender Contact			Lender Phone			Total Con	nmitment	Collateral (i.e. Crop, Machinery, Livestock)					
Operating Lender										\$							
Other											\$						
(E) CROP	PLAN INI	ORMATI	ON (if n	nore than	4 crops	, please comp	lete	crop plan ir	nforma	tion o	n a separ	ate docu	ment an	nd includ	e with	application)	
Crop	Acres Proven or FSA Yield		FSA			(Less) Prod. For Feed		Less) Net Production		Productio	ion Ins. Cov: MF Type %		MPCI, CRC			Total Value	
Total	ı	Acres (Acres Owned		Acres Rented							Total Value					
(F) REPRES	SENTATIO	ONS BY U	NDERSI	GNED													
The undersigned any loan application and collecting returns, and ot pertinent infor	ed authorize cation and an the account. ther pertinen rmation, whe	the Lender an y loan resultir Creditors, ac t financial info ther past, pres	d Lender's ng from said countants/ ormation ar sent, or fut	agents, success d application. I tax preparers, and to disclose to ure. A copy of	sors and as Lender has credit and o Lender an this author	pital, LLC agent, suc signs to make credit permission to obtain employment referen ny information relativitation may be relie ned understand that	inquiring a create a	es concerning modit report for legion overnment authors of my/our load as an original authors.	y/our cred timate pu rities and ns, accoun thorizatio	lit worthir rposes in others (" its, purcha n to relea	ness, credit st connection w Creditors") ar ases, other fin se informatio	anding, gene ith this trans e hereby au ancial trans on to Lender.	ral reputation action, inclustrated to partitions, productions, productions and tender and	on, income to uding making provide copie duction or ma	ax records a credit d es of financ arketing in	, and references of ecision, monitoring cial statements, to formation, or other	
may disclose al in Lender's pos Lender's credit requested in the for financing. I breach of such all to apply for histories on ea credit with the	ny informatic ssession to al t evaluation o he application Lender is not warranties. joint credit. ech individual	n and document actual or p f this loan requestive for the retail at responsible for Each of the uron the uronest. The enalf of the uronest. The enalf of the uronest.	ents regard otential tra uest. Lend ffiliate is no or any repre dersigned the Ohio lan Ohio civil n dersigned.	ling my/our cre- ansferees or gu- ler may share it of authorized to esentation, gua warrants and c ws against discr rights commissi	dit worthin arantors. S is credit dec extend cor rantee, or v ertifies the rimination r ion adminis	or security interests ess, credit standing, such information macision, its credit expe mmitments for finan warranty made by th y have authority to a require that all credit iters compliance with	genera ay inclu erience acing or he retail act and tors ma h this la	al reputation, inco de, without limit and my credit re any terms there I affiliate, manuf sign for any App ake credit equally aw. The informa	ome tax re ration, fina port with of, includi acturer, or licant enti available tion conta	cords, and ancial info the retail ng interes any othe ty as of the to all cred ined in th	d references of primation deliving affiliate and determined in the control of the	on any loan a vered to Len- lisburse loan o discussion v nection with . Where the tomers and is provided	pplication are der pursuant proceeds die vith retail aft the item(s) for re is more the	nd any loan r t to this appl rectly to the filiate may be financed, nor han one signs eporting ager	esulting frication or retail affilice construe shall Lendature beloweis	om said application in connection with ate for the purposed as a commitment of the liable for an away, it is the intent of tails separate credition.	
						reflects on your sta agrees to the terms						le)					
DATE:					⊠_			dividually									
Entity Name:(If Applicable)				Ву: [·					By: ⊠_							
					Titlo						Title						

THIS CROP LOAN APPLICATION AND NOTE/SECURITY AGREEMENT CONSISTS OF THIS ONE PAGE LOAN APPLICATION, NOTE, ADDENDUM TO NOTE (IF ANY), CUSTOMER FEE STATEMENT (IF ANY) AND BORROWER'S LOAN COMMITMENT ("Agreement").

At the discretion of Lender, additional information may be requested on each entity applicant/borrower, such as Partnership Agreement with Amendments, Corporate/LLC Articles of Incorporation/Organization with

(G) NOTE AND SECURITY AGREEMENT

Upon Lender's approval of the application portion of this Agreement, Applicant(s) shall be considered and referred to herein as Borrowers. Borrowers hereby apply for a loan in the amount of the Loan Request stated on page 1. from Lender. This loan is given for business purposes and for the purpose of products solely for use in the Borrower's farming operations.

- 1. PAYMENT OBLIGATIONS. For value received, Borrowers promise to pay to the order of Lender the principal sum equal to the Loan Request, stated above, or so much thereof as due and owing hereunder, together with interest accrued thereon at one of the following rates of interest:
- INTEREST RATE. The rate of interest shall be a variable rate of interest, as specified in the Borrower's Loan Commitment, which Borrower's Loan Commitment is incorporated herein by reference. Interest will be calculated on the basis of actual number of day elapsed in a year of 360 days.

The principal sum due and owing hereunder, together with the interest accrued thereon, shall be due and payable on or before the maturity date as set forth in the Borrower's Loan Commitment. If a payment is 30 days or more late, Borrowers will be charged 5.000% of the unpaid portion of the regularly scheduled payment. Upon default, including failure to pay upon final maturity, the total sum due under this Note will accrue interest at the specified interest rate under this Agreement and the Borrower's Loan Commitment. Borrowers shall not be required to pay the interest in excess of the amount permitted by applicable law and the final amount due under the Agreement shall be adjusted so that the total interest actually paid will equal the maximum amount that may be lawfully collected.

- 2. SECURITY. To secure the performance of all agreements contained herein and the payment of any and all of Borrowers' obligations to Lender, whether under this Agreement or otherwise, whether in existing or future security agreements from Borrowers or any of them to Lender, Borrowers hereby grant Lender a security interest in and to all of the following whether now owned or hereafter acquired; All products and proceeds thereof, all additions or accessions thereto, and all substitutions and replacements thereof: All livestock, including cattle, now existing or hereafter born, all increase, issue offspring, products and produce from the livestock ("Livestock"); all feed, medicine and other supplies to be used in connection with or consumed by the Livestock; all cash and noncash proceeds of the Livestock, including but not limited to money, accounts, contract rights, benefits payable under insurance policies, and any other rights to payment. All crops growing, grown, or to be grown. All harvested crops. All warehouse receipts or other documents (negotiable or non-negotiable) issued for storage of such crops. All seed, fertilizer, chemicals and petroleum, and any other crop input products. All inventory, chattel paper, documents, instruments, supporting obligations, accounts, general intangibles, and cash and noncash proceeds from the sale, exchange, collection, or disposition of any of the Collateral. All entitlements and payments, whether in cash or in kind, including but not limited to agricultural subsidy, deficiency, diversion, conservation, disaster, contract reserve, under any government or any similar or their programs. All farm and business machinery, equipment and tools ("Collateral"). Borrowers hereby authorize and grant to Lender on Borrowers' behalf an irrevocable power of attorney to execute and file such financing statements, effective financing statements and farm product central notice statements, and other instruments as Lender deems necessary to establish, maintain and enforce a valid security i
- 3. DEFAULT EVENTS/REMEDIES. Each of the following constitutes a default by Borrowers under this document: (a) the failure of Borrowers to perform any warranty or agreement contained in this Agreement or in any instrument securing payment of this Loan or related to this Loan; (b) a default by Borrowers under any other promissory note executed by the Borrowers, or any one or more of them, and payable to the Lender; (c) if any statement or report furnished by the Borrowers to the Lender is false in any material respect; (d) if any Collateral is lost, stolen, substantially damaged, destroyed, or, without the Lender's prior written consent, sold or encumbered; (e) if any of the Borrowers die, is dissolved or its existence is terminated, declares insolvency, is declared insolvent, is the subject of any proceeding under bankruptcy or insolvency law, or is the subject of any proceeding under any state or federal farm or agricultural debt mediation law; (f) any failure by Borrowers to cultivate and harvest the crops resulting from use of the products herein in due season and in a good and farmer like manner, or to properly care for or protect any of the Collateral; (g) the Lender, in good faith, deems itself insecure or determines that the prospect of Borrowers' payment of under this Agreement or relating to it is impaired, and (h) any failure by Borrowers to satisfy, to Lender's satisfaction, each condition set out in Borrower's Loan Commitment. Upon the occurrence of any one or more events of default, at Lender's option, all unpaid obligations shall become immediately due and payable, without notice to or demand upon Borrowers and Lender shall have all remedies available to it at law or equity, including all of the remedies as to the Collateral of a secured party under the Uniform Commercial Code.
- 4. EXPENSES. Borrowers promise to pay those fees required at the time of loan application, Agreement closing or set forth in the Borrower's Loan Commitment, including searches of public records, application fees, filing fees, documentary stamp taxes and other similar charges, and other expenses related to the Agreement as determined by Lender. If Borrowers do not pay the full amount of such fees, Lender can pay them and such payment is deemed to be a request by Borrowers for an advance against the Agreement. Except where prohibited by law, in the event of a default, the Borrowers promise to pay all expenses reasonably incurred by Lender or its agents in determining priority of, collecting, enforcing the obligations or Lender's interest in the Collateral, including but not limited to, reasonable attorneys' fees, collection costs and legal costs with interest, when permitted by law, whether or not suit is filed, in prejudgment and post-judgment enforcements, and in any bankruptcy case involving Borrowers or Collateral.
- 5. WAIVER AND RELEASE. No waiver by Lender, whether express or implied, of any default shall operate as a waiver of any other default or of the same default on a future occasion. The rights granted Lender herein may be exercised cumulatively or individually without prejudice to any right which Lender may have at law or equity. Any failure by Lender to enforce or require strict adherence to any of the terms or conditions of this agreement shall not constitute a waiver by Lender of a breach of any of the other terms or conditions of the Agreement. The Borrowers and other parties to this transaction (except the Lender), and each of them, including principal, surety, guarantor or endorser, agree to be jointly and severally bound and, further, waive demand, protest, and notice of demand, protest, or nonpayment, and agree that the liability of each shall be unconditional without regard to the liability of any other party and shall not be affected by any indulgence, extension, renewal, waiver, release of any party or of any Collateral, or other modifications granted or consented to by the Lender.
- 6. GENERAL. This Agreement shall be construed in accordance with the laws of the state in which Borrowers reside or are a registered organization (State of Governing Law). All terms herein that are defined in the Uniform Commercial Code, as enacted in the State of Governing Law ("UCC"), shall have the meanings set forth in the UCC. If any provision(s) of this agreement are prohibited or are otherwise unenforceable, that shall not affect the enforceability or validity of any other provisions of this agreement and all other provisions shall remain valid and enforceable. This Agreement is personal in nature and cannot be assigned by Borrowers without the prior written consent of Lender. In the event of a conflict between the Agreement and the Borrower's Loan Commitment, the Borrower's Loan Commitment controls.
- 7. RETURN OF PRODUCT. Borrowers agree if it is necessary to return the Collateral, it will be returned to the delivering Retailer (Retailer as named in the Borrower's Loan Commitment). Any such returns will not reduce the obligations owing until a credit is received by Lender.
- 8. DISCLAIMER OF WARRANTIES. Borrowers understand the Collateral is financed by Lender without any warranty, express or implied. This includes any implied warranties of merchantability and/or fitness for particular purpose. Any questions or complaints about the Collateral should be directed to the Retailer or product manufacturer and such claim does not constitute a defense by Borrowers for non-payment under this Agreement.
- 9. FINANCIAL RECORDS. The Borrowers agree to (a) maintain complete and accurate financial books and records for Borrowers' business, (b) permit access thereto to the Lender, and (c) provide periodic financial information as requested by Lender in a form acceptable to Lender.
- 10. STATE LAW DISCLOSURE. The following clause applies only if the Collateral includes crops growing or to be grown in North Dakota. This security agreement covers crops now growing. This security agreement also covers future crops to be grown in the current year or any year hereafter.
- 11. ANTI MONEY LAUNDERING. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who applies for a loan. So in addition to the information requested herein, we may also ask to see your driver's license or other identifying documents.
- 12. Applicable to SD Residents Only. If there are any improprieties in making this loan or in loan practices, please refer to the Division of Banking, South Dakota Department of Labor and Regulation at the following address and telephone number: 1601 N. Harrison Avenue, Suite 1, Pierre, South Dakota 57501, (605) 773-3421.

IMPORTANT: READ BEFORE SIGNING. THE TERMS ON BOTH PAGES OF THIS AGREEMENT AND ANY ADDENDUM SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE
NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN
AGREEMENT. Borrowers agree that oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are
not enforceable, regardless of the legal theory upon which it is based that is in any way related to the credit agreement. To protect you (Borrowers) and us (Lender) from misunderstanding or disappointment
any agreements we reach covering such matters are contained in this Agreement, which is the complete and exclusive statement of the agreement between us, except as we may later agree upon in writing
to modify it.

o modify it.	
nitials	Initiale