

DE-
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SEP 12 2007
DEPT. OF WATER RESOURCES
SOUTHERN REGION

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Security Interest in a Water Right

And Request for Notification of a Change in Ownership or Any Proposed
Or Final Action to Amend, Transfer, or Otherwise Modify a Water Right

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

1. Water Right No(s): 42-10136
Adjudication Claim No(s): _____
2. The following **REQUIRED** information must be submitted with this form:
 - A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question. **WITH ATTACHED LEGAL DESCRIPTION.**
 - B) A **FEE** of \$25.00 per water right or adjudication claim.
3. Name and Mailing Address of Person or Company holding Security Interest
McFinney Agri-Finance, LLC
P.O. Box 1598
Twin Falls, ID 83303-1598
4. Name of Water Right Owner/Claimant(s)
Lance Funk, Lisa Funk, Brett Leyshon and Lisa Leyshon
5. Expiration Date of Notification Period October 1, 2007
6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO
7. Signature(s) of Security Interest holder(s) McFinney Agri-Finance, LLC
 (and title if applicable)
 By: James K. McCall, member
James K. McCall, Member

For Office Use Only

Received by: <u>[Signature]</u>	Date <u>9/13/07</u>	Fee <u>\$25</u>
Received by: <u>C. W. [Signature]</u>	Date <u>9/14/07</u>	Receipt No. <u>0029725</u>
Processed by: _____	Date _____	WR _____ Date _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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 - B) A **FEE of \$25.00 per water right** or adjudication claim.

3. Name and Mailing Address of Person or Company holding Security Interest

McFinney Agri-Finance, LLC
P.O. Box 1598
Twin Falls, ID 83303-1598

4. Name of Water Right Owner/Claimant(s) Lance Funk, Lisa Funk, Brett Leyshon and Lisa Leyshon

5. Expiration Date of Notification Period October 1, 2037

6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO

7. Signature(s) of Security Interest holder(s) McFinney Agri-Finance, LLC
(and title if applicable)
By: _____
James K. McCall, Member

For Office Use Only

Received by _____	Date _____	Fee _____
Received by _____	Date _____	Receipt No. _____
Processed by _____ AJ	Date _____	WR _____ Date _____

FA221999

27-1

4

**FIRST MORTGAGE, SECURITY AGREEMENT
AND ASSIGNMENT OF RENTS
(AGRI-ACCESS)**

This First Mortgage, Security Agreement and Assignment of Rents (the "Mortgage") is made as of this 7th day of September, 2007, by and among LANCE FUNK and LISA FUNK, whose address is P.O. Box 310, American Falls, ID 83211 (collectively, "Funk") and BRETT LEYSHON and LISA LEYSHON, whose address is 2765 Fairgrounds Road, P.O. Box 223, American Falls, ID 83211 (collectively, "Leyshon," and together with Funk, the "Mortgagor") and MCFINNEY AGRI-FINANCE, LLC, an Idaho limited liability company whose address is 409 Shoshone St. South, Suite 25, Twin Falls, Idaho 83301 (the "Mortgagee");

WITNESSETH:

Mortgagor, for valuable consideration, the receipt of which is hereby acknowledged, and in consideration of and to secure repayment in accordance with the terms of a first mortgage promissory note of even date to it in hand paid (the "Note"), does hereby irrevocably, GRANT, BARGAIN, SELL, CONVEY, MORTGAGE, ASSIGN, PLEDGE, TRANSFER AND SET OVER unto Mortgagee and to its successors and assigns, all the hereinafter described real and personal property and water rights located in the County of Power, State of Idaho, described in Exhibit "A" and Exhibit "B" attached hereto and by this reference incorporated herein as well as the Conservation Reserve Program Contracts described in Exhibit "C" attached hereto and by this reference incorporated herein (collectively, the "Property");

TOGETHER WITH all leasehold estate, right, title and interest of Mortgagor in, to or under all leases (including grazing permits, leases and oil and gas leases) or subleases covering the Property or any portion thereof during the period in which this Mortgage is in effect, whether now or hereafter existing or entered into, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature;

TOGETHER WITH all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto; and all water, water rights, water appropriations, irrigation works, lines, pivots, drip lines, hand lines, wheel lines, pumps, motors, equipment and electric panels of every kind and nature, ditches, canals, wells, franchises upon, leading to or connected with said property, in addition to any replacements, substitutions and additions thereto, and all other rights and privileges now or hereafter owned by Mortgagor, or belonging to, with, leading to, connected with, or usually had or enjoyed in connection with the Property or appurtenant thereto, whether represented by shares of capital stock in any ditch company, irrigation company, irrigation district or water association, by voting or other rights or interests with respect thereto or by actual individual ownership, or which may hereafter be acquired by Mortgagor, during the existence of this Mortgage;

TOGETHER WITH all right, title and interest of Mortgagor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any road adjoining the Property

Instrument # 192495

POWER COUNTY, IDAHO

2007-09-07

04:18:08 No. of Pages: 27

Recorded for : FIRST AMERICAN TITLE

CHRISTINE STEINLICH

Fee: \$1.00

Ex-Officio Recorder Deputy

Maryann Schelske

TOGETHER WITH any and all buildings, structures, fences, pipelines, pipes, tanks, dams, reservoirs, pumps, pumping equipment and all other improvements and fixtures now located or hereafter erected thereon or used in connection therewith, including, but not limited to, the fixtures, attachments, equipment, machinery, and other articles attached to said buildings and improvements, including all livestock fixtures and other non-rolling stock necessary to run a feedlot (collectively, the "Improvements"), but not including farm machinery and vehicles;

TOGETHER WITH, all the estate, interest, right, title, other claim or demand, including claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Mortgagor now has or may hereafter acquire in the Property, and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Mortgaged Property; and

TOGETHER WITH all accounts arising out of, or in connection with, leases, bonuses, royalties, subleases, franchises, rents, issues and profits in connection with the Property, and all the estate, right, title and interest of every nature whatsoever of the Mortgagor in and to the same, including without limitation rights to payments in connection with the Conservation Reserve Program Contracts referenced in Exhibit "C" attached hereto (collectively, and together with all amendments, extensions, re-enrollments or renewals thereof, the "CRP Contracts"). Mortgagor will execute such assignments as Mortgagee may from time to time reasonably request, which shall include, but not be limited to, assignments of rents, issues and profits in reasonable form acceptable to Mortgagee. Mortgagee shall pay the cost of recording any such assignments. Mortgagee is authorized to notify any or all lessees, tenants or occupants of all or part of said Property of the assignment of rents, issues or profits made hereunder or under any such special assignments. Mortgagee shall have no personal liability and shall not be responsible for the performance of Mortgagor's covenants under any of said leases or rentals. Mortgagee shall not be liable to Mortgagor for any action taken or omitted in connection with any such leases or rentals or the operation of said Property. Until the occurrence of a default as hereinafter provided, Mortgagor may use and occupy the Property and receive all rents, issues and profits thereof.

The entire estate, property (both real and personal) and interest hereby conveyed to Mortgagee may hereafter collectively be referred to as the "Mortgaged Property." All property except the real property may hereinafter be referred to as the "Personal Property." Personal Property does not include farm machinery, vehicles, livestock, crops, household furnishings, household appliances or unattached household fixtures, or any income therefrom.

FOR THE PURPOSE OF SECURING:

- (a) Payment of indebtedness in the total principal amount of Seven Hundred Fifteen Thousand and No/100ths Dollars (\$715,000.00), together with interest on the unpaid balance thereof, from date of funding by the Mortgagee until paid, evidenced by that certain Note of even date herewith with a maturity date of October 1, 2037, executed by Mortgagor, which has been delivered to and is payable to the order of Mortgagee, and which by this reference is hereby made a part thereof, together with any and all modifications, extensions and renewals

27-3

thereof; both principal and interest and all other indebtedness accruing hereunder or thereunder being payable in lawful money of the United States which shall be legal tender for the payment of all debts and dues, public and private, at the time of payment, at the following address and with the following notations, or at such other place as may be designated in writing by the Mortgagee:

Agri-Access
P.O. Box 7005
Albert Lea, MN 56007-8005

Lender: McFinney Agri-Finance, LLC
Borrower: Lance Funk, Lisa Funk, Brett Leyshon and Lisa Leyshon

- (b) Performance of all obligations of Mortgagor under any loan application, report, commitment letter, loan agreement, mortgage, deed of trust, security agreement, financing statement, assignment, assignment of bonuses, rentals and royalties, guaranty, or other agreement given as security for the Note or entered into in connection with the transactions contemplated hereby (collectively, with the Note and this Mortgage, the "Credit Documents").
- (c) Payment of all sums advanced by Mortgagee to protect the Mortgaged Property, with interest thereon at the rates set forth in the Note.
- (d) Performance of all obligations of any guarantor of any of the obligations of Mortgagor contained in the Credit Documents or any other instrument given to evidence or further secure the payment and performance of any obligation secured hereby or thereby.

TO PROTECT THE SECURITY OF THIS MORTGAGE, MORTGAGOR HEREBY
COVENANTS AND AGREES:

ARTICLE I

COVENANTS AND AGREEMENTS OF MORTGAGOR

Mortgagor hereby represents, covenants and agrees:

- 1.01 Title. That at the time of delivery hereof, Mortgagor is the lawful owner of the property hereinabove granted, and is seized of good, marketable and indefeasible title in fee simple therein, free and clear of all encumbrances, and that Mortgagor will warrant and defend the same in the quiet and peaceful possession of the Mortgagee, its successors and assigns, forever, against the claims of all persons whomsoever.
- 1.02 Payment of Secured Obligations. That Mortgagor has executed and delivered to Mortgagee the Note and this Mortgage and agrees to pay when due the principal

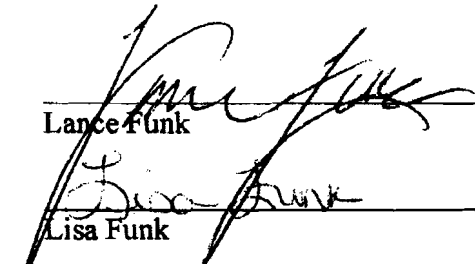
27-19

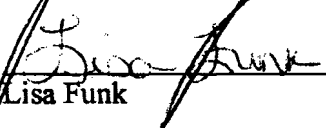
IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the day and year first above written.

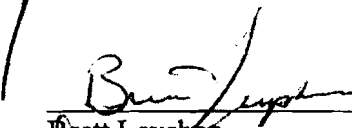
Mortgagor

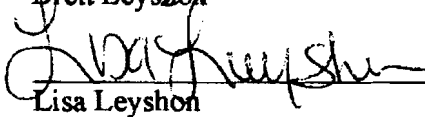
P.O. Box 310
American Falls, ID 83211

2765 Fairgrounds Road
P.O. Box 223
American Falls, ID 83211


Lance Funk


Lisa Funk

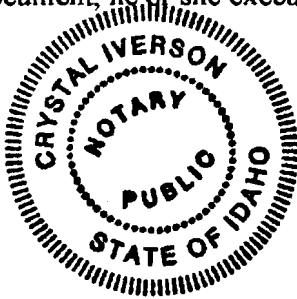

Brett Leyshon


Lisa Leyshon

27-20

STATE OF Idaho)
) ss.
County of Bannock)

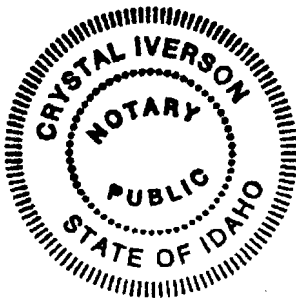
On this 7th day of September, in the year 2007, before me, a notary public for the State of Idaho, personally appeared **Lance Funk**, known or identified to me to be the person listed above acknowledged to me on this day under oath, that, being informed of the contents of this document, he or she executed the same as his or her free and voluntary act and deed.



Crystal Iverson
Notary Public for the State of Idaho
Residing at: Pocatello, ID
My Commission Expires: 4/23, 2010

STATE OF Idaho)
) ss.
County of Bannock)

On this 7th day of September, in the year 2007, before me, a notary public for the State of Idaho, personally appeared **Lisa Funk**, known or identified to me to be the person listed above acknowledged to me on this day under oath, that, being informed of the contents of this document, he or she executed the same as his or her free and voluntary act and deed.

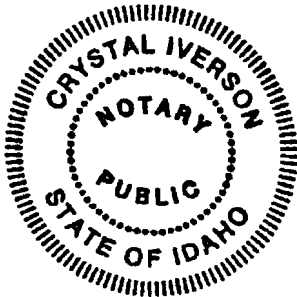


Crystal Iverson
Notary Public for the State of Idaho
Residing at: Pocatello, ID
My Commission Expires: 4/23, 2010

STATE OF Idaho)
County of Bannock) ss.

27-21

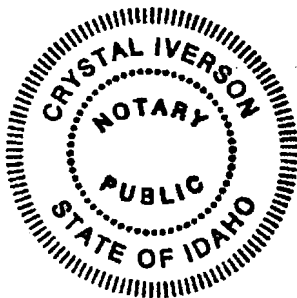
On this 7th day of September, in the year 2007, before me, a notary public for the State of Idaho, personally appeared **Brett Leyshon**, known or identified to me to be the person listed above acknowledged to me on this day under oath, that, being informed of the contents of this document, he or she executed the same as his or her free and voluntary act and deed.



Brett Leyshon
Notary Public for the State of Idaho
Residing at: Pocatello, ID
My Commission Expires: 4/23, 2010

STATE OF Idaho)
County of Bannock) ss.

On this 7th day of September, in the year 2007, before me, a notary public for the State of Idaho, personally appeared **Lisa Leyshon**, known or identified to me to be the person listed above acknowledged to me on this day under oath, that, being informed of the contents of this document, he or she executed the same as his or her free and voluntary act and deed.



Brett Leyshon
Notary Public for the State of Idaho
Residing at: Pocatello, ID
My Commission Expires: 4/23, 2010

27-23

Real property in the County of Power, State of Idaho, described as follows:

PARCEL 1:

TOWNSHIP 9 SOUTH, RANGE 31 EAST BOISE MERIDIAN, POWER COUNTY, IDAHO.

SECTION 32: W1/2NW1/4

EXCEPTING THEREFROM:

A TRACT OF LAND LOCATED IN SECTIONS 31 AND 32, TOWNSHIP 9 SOUTH, RANGE 31 EAST OF THE BOISE MERIDIAN, POWER COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 32; THENCE NORTH ALONG THE WEST 1/16TH LINE OF SECTION 32 TO THE POINT WHERE THE CENTERLINE OF SPRING CREEK INTERSECTS SAID LINE BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTH ALONG SAID 1/16TH LINE TO THE WEST 1/16TH CORNER ON THE LATITUDINAL CENTERLINE OF SECTION 32; THENCE WEST TO THE WEST 1/4 CORNER OF SECTION 32; THENCE SOUTH ALONG THE LINE COMMON TO SECTION 31 AND 32 TO THE SOUTH 1/16TH CORNER ON THE EAST LINE OF SECTION 31; THENCE WEST ALONG THE SOUTH 1/16TH LINE TO THE SOUTHEAST 1/16TH CORNER OF SECTION 31; THENCE NORTH ALONG THE EAST 1/16TH LINE OF SAID SECTION 31 TO THE EAST 1/16TH CORNER ON THE LATITUDINAL CENTERLINE OF SECTION 31; THENCE WEST ALONG THE LATITUDINAL CENTERLINE OF SECTION 31 842 FEET, MORE OR LESS, TO THE CORNER OF AN EXISTING FENCE; THENCE NORTHWESTERLY ALONG SAID FENCE LINE TO A SET SIX INCH STEEL PIPE MARKED "PROPERTY MARKER"; THENCE DUE NORTH TEN FEET, MORE OR LESS, TO THE CENTERLINE OF SPRING CREEK; THENCE EASTERLY ALONG THE CENTERLINE OF SPRING CREEK TO THE TRUE POINT OF BEGINNING.

PARCEL 2:

TOWNSHIP 9 SOUTH, RANGE 31 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO.

SECTION 29: S1/2SW1/4SW1/4; ALSO NW1/4SW1/4SW1/4 THAT LIES WEST OF SPRING CREEK ROAD AND SOUTH OF THE ROCKLAND HIGHWAY; ALSO W1/2NW1/4SW1/4 THAT LIES WEST OF SPRING CREEK ROAD AND SOUTH OF THE ROCKLAND HIGHWAY.

PARCEL 3:

TOWNSHIP 9 SOUTH, RANGE 31 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO.

SECTION 30: E1/2SE1/4 LYING SOUTH AND EAST OF HIGHWAY.

PARCEL 4:

TOWNSHIP 9 SOUTH, RANGE 31 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO.

SECTION 31: N1/2NE1/4

EXCEPTING THEREFROM:

A TRACT OF LAND LOCATED IN SECTIONS 31 AND 32, TOWNSHIP 9 SOUTH, RANGE 31 EAST OF THE BOISE MERIDIAN, POWER COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

27-23

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 32; THENCE NORTH ALONG THE WEST 1/16TH LINE OF SECTION 32 TO THE POINT WHERE THE CENTERLINE OF SPRING CREEK INTERSECTS SAID LINE BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTH ALONG SAID 1/16TH LINE TO THE WEST 1/16TH CORNER ON THE LATITUDINAL CENTERLINE OF SECTION 32; THENCE WEST TO THE WEST 1/4 CORNER OF SECTION 32; THENCE SOUTH ALONG THE LINE COMMON TO SECTION 31 AND 32 TO THE SOUTH 1/16TH CORNER ON THE EAST LINE OF SECTION 31; THENCE WEST ALONG THE SOUTH 1/16TH LINE TO THE SOUTHEAST 1/16TH CORNER OF SECTION 31; THENCE NORTH ALONG THE EAST 1/16TH LINE OF SAID SECTION 31 TO THE EAST 1/16TH CORNER ON THE LATITUDINAL CENTERLINE OF SECTION 31; THENCE WEST ALONG THE LATITUDINAL CENTERLINE OF SECTION 31 842 FEET, MORE OR LESS, TO THE CORNER OF AN EXISTING FENCE; THENCE NORTHWESTERLY ALONG SAID FENCE LINE TO A SET SIX INCH STEEL PIPE MARKED "PROPERTY MARKER"; THENCE DUE NORTH TEN FEET, MORE OR LESS, TO THE CENTERLINE OF SPRING CREEK; THENCE EASTERLY ALONG THE CENTERLINE OF SPRING CREEK TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM:

A PARCEL IN THE W1/2SW1/4NE1/4 IN SECTION 31, TOWNSHIP 9 SOUTH, RANGE 31 E.B.M., POWER COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

STARTING AT STATION NO. 1 AT THE SOUTHWEST CORNER OF THE SW1/4NE1/4 OF SECTION 31; PROCEEDING EAST 600 FEET ALONG THE SOUTH PROPERTY LINE TO STATION NO. 2; THEN PROCEED NORTHWEST ALONG AN EXISTING FENCE LINE ABOUT 1379 FEET TO STATION NO. 3, WHICH IS 200 FEET EAST OF THE NORTHWEST CORNER OF SW1/4NE1/4 IN SECTION 31; THEN PROCEED ABOUT 233 FEET NORTHWEST (AT ABOUT 51°) TO STATION NO. 4, WHICH IS A POINT ON THE SOUTH SIDE OF ROCKLAND HWY 37 ON THE WEST PROPERTY LINE OF NW1/4NE1/4 IN SECTION 31; THEN COMPLETE THE CLOSURE BY RETURNING TO STATION NO. 1 SOUTH ALONG THE WEST PROPERTY LINES OF NW1/4NE1/4 IN SECTION 31 AND THE WEST PROPERTY LINE OF SW1/4NE1/4 IN SECTION 31 TO THE BEGINNING POINT.

ALSO EXCEPTING: THAT PORTION OF THE ABOVE DESCRIBED LAND LYING WITHIN THE BOUNDARIES OF STATE HIGHWAY 37 ALSO KNOWN AS ROCKLAND HIGHWAY IN SECTION 31, TOWNSHIP 9 SOUTH, RANGE 31 E.B.M., POWER COUNTY, IDAHO.

PARCEL 5:

TOWNSHIP 10 SOUTH, RANGE 30 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO.

SECTION 2: S1/2N1/2; N1/2SE1/4

PARCEL 6:

TOWNSHIP 10 SOUTH, RANGE 30 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO.

SECTION 3: LOT 1; SE1/4NE1/4; NE1/4SE1/4

PARCEL 7:

TOWNSHIP 9 SOUTH, RANGE 30 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO.

SECTION 34: SE1/4NE1/4; SE1/4SE1/4; N1/2SE1/4

EXCEPTING THEREFROM:

27-24

A 50 FOOT WIDE STRIP OF LAND RUNNING DIAGONALLY ACROSS THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 9 SOUTH, RANGE 30 E.B.M., AS THE SAID STRIP OF LAND IS NOW BEING USED AS A RIGHT OF WAY FOR HIGHWAY PURPOSES.

PARCEL 8:

TOWNSHIP 11 SOUTH, RANGE 32 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO.

SECTION 7: LOTS 2, 3 AND 4; E1/2SW1/4

SECTION 18: LOTS 1, 2, 3 AND 4; E1/2W1/2

SECTION 19: LOT 1

PARCE 9:

TOWNSHIP 11 SOUTH, RANGE 31 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO.

SECTION 12: S1/2S1/2; NE1/4SE1/4

SECTION 13: N1/2; NE1/4SE1/4

SECTION 14: N1/2; E1/2SW1/4; N1/2SE1/4

SECTION 15: NE1/4NE1/4

SECTION 24: N1/2NE1/4

27-25

Together with any and all water, water rights, ditches and ditch rights, storage rights and permits, licenses, certificates or shares of stock belonging or in any way appurtenant to the real property described in this Exhibit A, whether now owned or hereafter acquired, whether now existing or hereafter arising, and all proceeds from the sale or other disposition of any such property. Such water rights shall include without limitation the following:

Idaho Department of Water Resources

Number	Source	Diversion Rate	Use
41-10136	Groundwater	0.04 CFS	Domestic

87-24

Exhibit B

Any and all goods; as-extracted collateral (including without limitation oil, gas and other minerals); fixtures (including without limitation trade fixtures and windmills); equipment (including without limitation all livestock handling equipment, equipment relating to power generation, irrigation equipment, pivots, pumps, motors, sprinkler systems, mainlines, hand lines, wheel lines, siphon tubes, gated pipe and all other irrigation equipment used for the production or transportation of water on the real property described in the attached Exhibit A or for the irrigation or drainage thereof); embedded software relating to the foregoing; permits, licenses, agreements and documents necessary to own or operate the real property described in the attached Exhibit A; supplies; and accounts arising out of, or in connection with, leases, bonuses, royalties, subleases, franchises, rents, issues and profits in connection with the real property described in the attached Exhibit A, and all the estate, right, title and interest of every nature in and to the same; whether now owned or hereafter acquired, whether now existing or hereafter arising, and all accessions, parts, additions, replacements and substitutions for any of such property, and all proceeds (including without limitation insurance proceeds) from the sale or other disposition of any such property, but excluding farm machinery rolling stock, vehicles, crops and livestock. The foregoing shall include without limitation the following:

3 – 5,500 bushel “Sioux” grain bins

Irrigation equipment (if any) shall include without limitation underground pipeline and all allied equipment such as switch panels, pivot controls, wiring, shafting, openers, tubing, bowls, suction pipe, cones, valves, reducers, end plugs, sprinkler heads and nozzles.

27-27

Exhibit C

The following U.S. Department of Agriculture Conservation Reserve Program Contracts (and all amendments, extensions, re-enrollments or renewals thereof) to the extent the same relate to the real property described in the attached Exhibit A, together with all payments thereunder and all proceeds from the sale or other disposition of the same:

**U.S. Department of Agriculture
Conservation Reserve Program Contract**

<u>Contract No.</u>	<u>Farm No.</u>	<u>Tract No.</u>	<u>Acres</u>
8756 A	2030	2712	28.4
8757 C	2030	2941	31.6