

CHEYENNE RIVER SIOUX TRIBAL COURT
CHEYENNE RIVER SIOUX TRIBE
CHEYENNE RIVER INDIAN RESERVATION

IN CIVIL COURT

LONG FAMILY LAND AND CATTLE
COMPANY, INC.-RONNIE AND LILA LONG,

Plaintiffs,

vs.

**PLAINTIFFS'
TRIAL EXHIBITS**


EDWARD AND MARY MACIEJEWSKI
and RALPH H. AND NORMA J. PSICKA,
and THE BANK OF HOVEN,

R-120-99

Defendants.

1. Certificate of Incorporation of Long Family Land and Cattle Co. Inc. 3/24/87
2. Last Will and Testament of Kenneth L. Long 6/29/95
3. Agreement Relinquishing and Transferring Interest of Robert Long 12/26/95
Agreement Relinquishing and Transferring Interest of Terry Long 12/4/95
Agreement Relinquishing and Transferring Interest of Myrna Fiddler 12/18/95
4. Letter from Charles Simon, Bank of Hoven, to Longs concerning the proposed agreement 4/26/96
5. Option Agreement to Purchase Real Estate 8/19/96
- 5(a) Proposed agreement from Charles Simon, Bank of Hoven, to John Lemke, Credit Officer 11/1/96
6. Loan Agreement between Long Family Land and Cattle Co., Inc. and the Bank of Hoven 12/5/96
7. Lease With Option to Purchase between Bank of Hoven and Long Family Land and Cattle Company, Inc. 12/5/96
8. James Nielsen Bank of Hoven letter request to BIA December 12, 1996 *and cash flow* 12/12/96
- 8a, *Huber Cash flow*
9. Personal Representative's Deed 12/27/96
10. Letter dated January 16, 1997, from Charles Simon of Bank of Hoven to Dennis Huber, ND/SD Indian Business Development Center, Bismarck, ND 1/16/97

11. Letter from United States Dept. of Interior/BIA, to James Nielsen, Assistant Vice President, Bank of Hoven, Response to Bank of Hoven letter request of December 12, 1996 2/14/97
12. CFR 103.22, Protective advances
13. Letter dated February 18, 1997, from Ronnie Long to Bank of Hoven 2/18/97
14. FEMA Certificate of Livestock Loss 7/9/97
15. Settlement Statement on sale of house 10/9/97
16. Assignment of Interest, Bank of Hoven to Bureau of Indian Affairs ^{BIA} Guarantee 12/30/97
17. Letter from Ronnie Long to Steve Hageman, CEO, Bank of Hoven, requesting 60 day extension to buy back Long land 12/1/98
18. Letter from Charles Simon, Bank of Hoven denying Long's request for 60 day extension to buy back land 12/2/98
19. Quitclaim Deed, Bank of Hoven, grantor, to Ralph H. Psicka, Jr. and Norma J. Psicka (320 acres, \$49,600, \$155/acre) 3/17/99
20. Letter from Attorney David Von Wald to CRS Tribal Court enclosing Notice to Quit to be served on the Longs 6/4/99
21. Contract for Deed between Bank of Hoven, seller, and Edward Maciejewski and Mary Jo Maciejewski (Parcel One, 960 acres, 7.75% interest, ten years, \$201,600, \$210/acre) and (Parcel Two, 950 acres, \$199,500, \$210/acre) 6/25/99
22. Plaintiffs' Illustrative Exhibits *money returned to Longs Dec '96, Jan-Feb '97*
23. Plaintiffs' Damages
24. Notes and Computations
25. Annual FSA Farm Program Payments
26. Letter from Charlene Anderson, Enrollment Research Specialist, CRST, regarding Maciejewski and Pesicka not being enrolled with the CRST 12/9/02
27. Letter from Russell McClure, Agency Superintendent, BIA, to Longs 9/4/02

STATE OF SOUTH DAKOTA

OFFICE OF THE SECRETARY OF STATE

*Certificate Of Incorporation
 Business Corporation*

I, **JOYCE HAZELTINE**, Secretary of State of the State of South Dakota, hereby certify that duplicate originals of the Articles of Incorporation of
LONG FAMILY LAND AND CATTLE COMPANY, INC.

duly signed and verified pursuant to the provisions of the South Dakota Business Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I hereby issue this Certificate of Incorporation

of **LONG FAMILY LAND AND CATTLE COMPANY, INC.**

and attach hereto a duplicate original of the Articles of Incorporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of South Dakota at Pierre, the Capital, this

24th day of
 March A.D. 19 87
Joyce Hazeltine
 Secretary of State

..... Deputy

STATE OF SOUTH DAKOTA
 THIS IS TO CERTIFY THAT THE MICROGRAPHIC IMAGE APPEARING ON THIS STATE OF SOUTH DAKOTA CERTIFICATE OF INCORPORATION IS A TRUE AND CORRECT COPY OF THE ORIGINAL RECORD AND WAS MICROFILMED IN THE REGULAR COURSE OF BUSINESS ACCORDING TO THE PROVISIONS OF SOUTH DAKOTA CERTIFICATE OF INCORPORATION ACT AND WAS MICROFILMED IN THE REGULAR COURSE OF BUSINESS ACCORDING TO THE PROVISIONS OF THE ABOVE RECORDS LAW IN A MANNER WHICH MEETS THE REQUIREMENTS OF THE NATIONAL BUREAU OF STANDARDS FOR RETENTION MICROFILMED COPY.
 DATE MICROFILMED 3-27-82
 GENERAL OPERATOR
 REFLECTIONS REDUCTION 25 ROLL NO. 60
 SOS CRP 427 5/80

PLAINTIFF'S EXHIBIT
1

Filed this 2nd day of March, 19 87

MAR 24 1987

ARTICLES OF INCORPORATION

OF

Joseph Magallanes

SECRETARY OF STATE LONG FAMILY LAND AND CATTLE COMPANY, INC.

Executed by the undersigned for the purpose of forming a SD Corporation under the provisions of the SD Business Corporation Act: SDCL 47-2

ARTICLE I.

The name of the corporation is Long Family Land and Cattle Company, Inc.

ARTICLE II.

The period of existence of said corporation is perpetual.

ARTICLE III.

The purposes for which this corporation is formed shall be:

- (a) To engage in a general livestock, ranching and farming business, to feed, to range, graze, manage, herd, control, brand, care for, purchase, market and sell livestock of every kind and cultivate land;
- (b) To purchase and operate retail establishments, to buy, improve, develop, lease, exchange, sell, dispose of, mortgage and otherwise deal-in real and personal property.
- (c) To purchase, lease, build, construct, erect, occupy and manage buildings and machinery and personal property necessary to the objects of the business;
- (d) To borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of the business;

ORIGINAL RECORD AND WAS MICROFILMED BY THE NATIONAL ARCHIVES AND WAS FURTHER CERTIFIED THAT THE PHOTOGRAPHIC PROCESS USED FOR MICROFILMING MEETS THE REQUIREMENTS OF THE NATIONAL BUREAU OF STANDARDS FOR PERMANENT MICROFILM RECORDS.

REPRODUCTION: REDUCTION 25% ROLL NO. 160 DATE MICROFILMED 4-2-1987

Operator: *Paul J. ...*

to secure the same by mortgage, pledge or other lien.
(e) To enter into any kind of activity, to have all of the powers of the South Dakota Business Corporation Act, and to perform and carry out contracts of any kind necessary to, or in connection with, or incidental to the accomplishment of the purposes of the Corporation.

ARTICLE IV.

The corporation shall have the authority to issue ONE HUNDRED THOUSAND (100,000) shares of capital stock of said corporation with par value of One Dollar (\$1.00) per share, for a total authorized capital stock of ONE HUNDRED THOUSAND DOLLARS. (\$100,000.)

ARTICLE V.

The corporation will not commence business until consideration of the value of at least ONE THOUSAND (1,000.00) has been received from the issuance of shares.

ARTICLE VI.

The Address of its registered office is Post Office Box 272, Timber Lake, South Dakota 57656, and the name of its registered agent at such address is Ronnie Long.

ARTICLE VII.

The number of directors constituting the Board of Directors are four and the name and address of the directors is as follows:

- Ronnie Long Box 272, Timber Lake, South Dakota 57656
- LuTa Long Box 272, Timber Lake, South Dakota 57656
- Kenneth Long Box 186, Timber Lake, South Dakota 57656
- Maxine Long Box 186, Timber Lake, South Dakota 57656

STATE OF SOUTH DAKOTA - BUREAU OF ADMINISTRATION - OFFICE OF RECORDS MANAGEMENT - CERTIFICATE OF AUTHENTICITY
THIS IS TO CERTIFY THAT THE ABOVE PHOTODUPLICATIONS APPEARING ON THIS SLIDE OF MICROFILMS, NEGATIVES, PLATES, REPRODUCTION OF THE ORIGINAL RECORD AND WAS MICROFILMED IN THE REGULAR COURSE OF BUSINESS ACCORDING TO THE PROVISIONS OF THE ABOVE RECORDED ACTS IN A MANNER WHICH IS IN ACCORDANCE WITH THE PROVISIONS OF THE NATIONAL ARCHIVES STANDARDS FOR PRESERVATION OF ORIGINAL RECORDS.
DATE MICROFILMED: 12/28/87
ROLL NO: 25
REPRODUCTION: 25
OPERATOR: [Signature]

STATE OF SOUTH DAKOTA)
:SS.
COUNTY OF DEWEY)

Ronnie Long being first duly sworn on oath deposes and states:
That he is the person described in and who signed the foregoing
Articles of Incorporation as an incorporator herein; that he has
read such articles and knows the contents thereof; that the incor-
porator intends in good faith to form a corporation for the purposes
of the promotion of a lawful business as set forth in said articles
and not for the purpose of enabling any corporation or corporations
to avoid provisions of 1967 SDCL 37-1 relating to unlawful trust and
combinations and laws amendatory therein.

Ronnie Long

Ronnie Long

Subscribed and sworn to before me this 23rd day of March, 1987.

Andrew Aberle

Andrew Aberle, Notary Public,
South Dakota

My Commission Expires: 10/15/90

(SEAL)

ORIGINAL RECORD AND WAS MICROFILMED IN THE
FBI'S FURTHER CERTIFIED THAT THE PHOTOGRAPHIC PROCESS USED FOR MICROFILMING
MEETS THE REQUIREMENTS OF THE NATIONAL BUREAU OF STANDARDS FOR PERMANENT MICROFILMS
REPRODUCTIONS REDUCED TO 25% ROLL NO. 760
DATE MICROFILMED 12/27/87
OPERATOR

Receipt No: 056002

File No: DB-26, 227

Filed at Request of
Ronnie Long
Box 272
Timber Lake, SD 57656

ARTICLES OF INCORPORATION OF
LONG FAMILY LAND AND CATTLE COMPANY, INC.

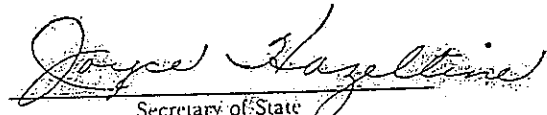
100,000 shares, \$1 par value
\$100,000.00

State of South Dakota

ss.

Office of Secretary of State

Filed in the office of the Secretary of State on
the 24th day of March 19 87


Secretary of State

By _____
Deputy

Fee Received \$60

SOS:CRP 491 3/81

REPRODUCTION OF ORIGINAL DOCUMENTS
REDUCTION
ROLL NO. 762
DATE MICROFILMED
CAMERA OPERATION

Last Will and Testament

I, Kenneth L. Long, of Timber Lake, Dewey County, South Dakota, being of sound mind and disposing memory, do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking all other Wills and Codicils by me heretofore made.

I.

I hereby direct that all expenses of my last illness and funeral be paid out of my estate.

II.

I hereby devise unto Paulette Rowley my house and lots and all improvements thereon together with all personal property contents in said improvements and my car.

III.

I hereby devise unto my children, Myrna Fiddler, Ronnie Long, Robert Long and Terry Long all the rest and residue of my estate equally in undivided interests.

IV.

I hereby nominate and appoint Paulette Rowley executrix (personal representative) of my estate and I further request that she not be compelled to furnish bond or security.

IN WITNESS WHEREOF, I hereunto set my hand this 29th day of June, 1995.

Kenneth L. Long
Kenneth L. Long

THIS INSTRUMENT was, on the date last above written, signed, published and declared by the said Kenneth L. Long to be his Last Will and Testament in our presence, who at his request have subscribed our names thereto as witnesses in his presence and in the presence of each other.

Linda Decker residing at Timber Lake SD 57654

Neil Halper residing at Timber Lake SD 57654



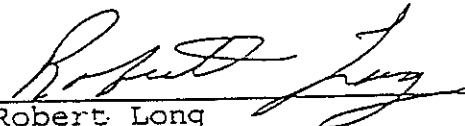
AGREEMENT RELINQUISHING AND TRANSFERRING INTEREST

This agreement is made and entered into on this 26 day of December 1995, by and between Ronnie Long, P.O. Box 272, Timber Lake, South Dakota 57656, Robert Long, P.O. Box 55, Timber Lake, South Dakota 57656, Myrna Fiddler, 2645 Cottontail Drive, Apartment 306, Sturgis, South Dakota 57785, and Terry Long, 330 Philadelphia, Apartment 507, Rapid City, South Dakota 57701.

This agreement is precipitated by the death of our father, Kenneth Long, who died on July 17, 1995. The names and addresses of his children are set forth in the immediately preceding paragraph. At the time of his death our father owned shares in a South Dakota corporation called Long Family Land And Cattle Company, Inc., constituting 49% of the total ownership of the corporation as well as approximately 2,225 acres of land in Dewey County, South Dakota. The 2,225 acres of land had prior to his death been pledged as collateral to the Bank of Hoven for operating and other expenses and debts of the corporation. The principal and interest owing to the Bank of Hoven at the present time is approximately \$681,655.

It is the desire of the persons whose signatures are listed below, namely Robert Long, Myrna Fiddler, and Terry Long, all of whom are brothers and sister, to transfer each of their interests in the estate of Kenneth Long, including any shares in the Long Family Land And Cattle Company, Inc. and the real estate referred to above, to their brother, Ronnie Long.

By this agreement, each of the persons whose signatures are listed below, for One Dollar and other consideration, hereby do transfer each of their interests in the estate of Kenneth Long, including shares in the Long Family Land And Cattle Company, Inc., and the real estate owned by Kenneth Long to their brother, Ronnie Long.


Robert Long

Myrna Fiddler

Terry Long



STATE OF SOUTH DAKOTA)

DEWEY)
COUNTY OF PENNINGTON)

S.S.

On this, the 26th day of December 1995, before me, the undersigned officer, personally appeared Robert Long, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes herein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Douglas A. Berger
Notary Public

(SEAL)

My Commission Expires:

2-6-1996

AGREEMENT RELINQUISHING AND TRANSFERRING INTEREST

This agreement is made and entered into on this 4 day of December 1995, by and between Ronnie Long, P.O. Box 272, Timber Lake, South Dakota 57656, Robert Long, P.O. Box 55, Timber Lake, South Dakota 57656, Myrna Fiddler, 2645 Cottontail Drive, Apartment 306, Sturgis, South Dakota 57785, and Terry Long, 330 Philadelphia, Apartment 507, Rapid City, South Dakota 57701.

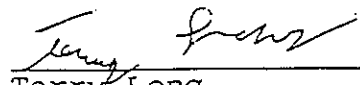
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By this agreement, each of the persons whose signatures are listed below, for One Dollar and other consideration, hereby do transfer each of their interests in the estate of Kenneth Long, including shares in the Long Family Land And Cattle Company, Inc., and the real estate owned by Kenneth Long to their brother, Ronnie Long.

Robert Long

Myrna Fiddler



Terry Long

STATE OF SOUTH DAKOTA)
) S.S.
COUNTY OF PENNINGTON)

On this, the _____ day of December 1995, before me, the undersigned officer, personally appeared Robert Long, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes herein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public

(SEAL)

My Commission Expires: _____

STATE OF SOUTH DAKOTA)
) S.S.
COUNTY OF PENNINGTON)

On this, the _____ day of December 1995, before me, the undersigned officer, personally appeared Myrna Fiddler, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes herein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public

(SEAL)

My Commission Expires: _____

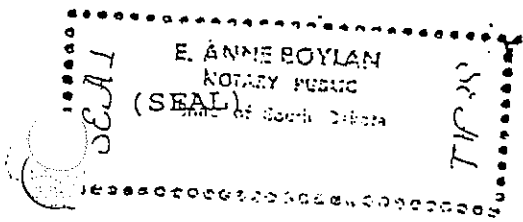
STATE OF SOUTH DAKOTA)
) S.S.
COUNTY OF PENNINGTON)

On this, the 4 day of December 1995, before me, the undersigned officer, personally appeared Terry Long, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes herein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

E. Anne Boylan
Notary Public

My Commission Expires: ~~MY COMMISSION EXPIRES 1/19/99~~



AGREEMENT RELINQUISHING AND TRANSFERRING INTEREST

This agreement is made and entered into on this 18 day of December 1995, by and between Ronnie Long, P.O. Box 272, Timber Lake, South Dakota 57656, Robert Long, P.O. Box 55, Timber Lake, South Dakota 57656, Myrna Fiddler, 2645 Cottontail Drive, Apartment 306, Sturgis, South Dakota 57785, and Terry Long, 330 Philadelphia, Apartment 507, Rapid City, South Dakota 57701.

This agreement is precipitated by the death of our father, Kenneth Long, who died on July 17, 1995. The names and addresses of his children are set forth in the immediately preceding paragraph. At the time of his death our father owned shares in a South Dakota corporation called Long Family Land And Cattle Company, Inc., constituting 49% of the total ownership of the corporation as well as approximately 2,225 acres of land in Dewey County, South Dakota. The 2,225 acres of land had prior to his death been pledged as collateral to the Bank of Hoven for operating and other expenses and debts of the corporation. The principal and interest owing to the Bank of Hoven at the present time is approximately \$681,665.

It is the desire of the persons whose signatures are listed below, namely Robert Long, Myrna Fiddler, and Terry Long, all of whom are brothers and sister, to transfer each of their interests in the estate of Kenneth Long, including any shares in the Long Family Land And Cattle Company, Inc. and the real estate referred to above, to their brother, Ronnie Long.

By this agreement, each of the persons whose signatures are listed below, for One Dollar and other consideration, hereby do transfer each of their interests in the estate of Kenneth Long, including shares in the Long Family Land And Cattle Company, Inc., and the real estate owned by Kenneth Long to their brother, Ronnie Long.

Robert Long

Myrna Fiddler
Myrna Fiddler

Terry Long

STATE OF SOUTH DAKOTA)
) S.S.
COUNTY OF PENNINGTON)

On this, the _____ day of December 1995, before me, the undersigned officer, personally appeared Robert Long, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes herein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public

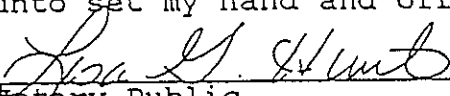
(SEAL)

My Commission Expires: _____

STATE OF SOUTH DAKOTA)
) S.S.
COUNTY OF ^{Nebraska} PENNINGTON)

On this, the 18 day of December 1995, before me, the undersigned officer, personally appeared Myrna Fiddler, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes herein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.



Notary Public

(SEAL)

My Commission Expires: ^{Lisa G. Hunt}
^{Notary Public}
~~My Commission Expires May 3, 1997~~

STATE OF SOUTH DAKOTA)
) S.S.
COUNTY OF PENNINGTON)

On this, the _____ day of December 1995, before me, the undersigned officer, personally appeared Terry Long, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes herein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public

(SEAL)

My Commission Expires: _____



BANK OF HOVEN

EXHIBIT 5

April 26, 1996

Ronnie Long
Box 272
Timber Lake, S.D. 57656

Dear Ronnie,

This is an update to my letter written on April 17, 1996. I had previously talked to you about the bank foreclosing on the land base and the house in Timber Lake. The house would be sold with the sale proceeds applied to your BIA guaranteed debt, and the land base would be deeded to the bank and sold back to you on a contract.

There appears to be some difficulties in dealing with this situation in that manner. After talking to our legal counsel, David Von Wald, the only way the bank could sell this property back to you would be for you to secure financing through another financial institution or go through a government agency guaranteed loan such as FHA, BIA or SBA through our bank. This is because of possible jurisdictional problems if the bank ever had to foreclose on this land when it is contracted or leased to an Indian owned entity on the reservation.

Please call me at the bank if you have any questions on the above matter. We will try to proceed as soon as possible to secure financing through one of the above federal agencies or you can try to secure financing through another financial institution, as these appear to be the only ways we could sell the land base back to you. Thank You!

Sincerely,

Charles Simon

Charles Simon, VP
Bank of Hoven
P.O.Box 7
Hoven, S.D. 57450



August 1996
Dennis Jensen signed

OPTION AGREEMENT TO PURCHASE REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS:

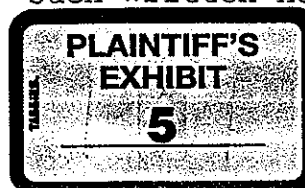
Bank of Hoven of P.O. Box 7, Hoven, South Dakota, 57450 hereinafter referred to as "Bank", in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration by Long Family Land and Cattle Co., Inc., of Box 272, Timber Lake, South Dakota 57656 hereinafter referred to as "Optionee", does hereby agree to sell and convey to the Optionee or its assign the estate situated in Dewey County, South Dakota, described as follows, to-wit:

The East Half (E $\frac{1}{2}$) of Section One (1),
Township Fifteen (15) North, Range
Twenty-four (24), East of the Black Hills
Meridian;

The Northwest Quarter (NW $\frac{1}{4}$) of Section
Twenty-five (25), all of Section
Twenty-eight (28), the East Half (E $\frac{1}{2}$)
of Section Thirty-two (32), the Northeast
Quarter (NE $\frac{1}{4}$), the West Half (W $\frac{1}{2}$) of the
Northeast Quarter (NE $\frac{1}{4}$) of the Northwest
Quarter (NW $\frac{1}{4}$), the Southeast Quarter (SE $\frac{1}{4}$)
of the Northeast Quarter (NE $\frac{1}{4}$) of the
Northwest Quarter (NW $\frac{1}{4}$), the West Half
(W $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) and
the Southeast Quarter (SE $\frac{1}{4}$) of the Northwest
Quarter (NW $\frac{1}{4}$) and the South Half (S $\frac{1}{2}$) of
Section Thirty-three (33), the Southwest
Quarter (SW $\frac{1}{4}$) of Section Thirty-four
(34), all in Township Seventeen (17)
North of Range Twenty-five (25), East of
the Black Hills Meridian, subject to easements,
reservations, and conveyances as existing and
of record,

at and for the price of \$468,000, plus any funds expended by Bank for taxes or legal fees and title search in obtaining the above-described real estate in lieu of foreclosure upon the terms hereinafter set forth.

This Option may be accepted by said Optionee at any time prior to one year from the date of this agreement, by giving written notice thereof to the Bank. Such written notice shall be



Prepared by
David A. Von Wald
Attorney-at-Law
Box 468
Hoven, So. Dak. 57450
T.J. (605) 648 7550

deemed to be properly served and delivered personally or sent by mail addressed to the said Bank of Hoven, P. O. Box 7, Hoven, South Dakota 57450.

It is agreed, that the date of service of the notice served by mail shall be the date on which such notice is deposited in the United States mail, postage prepaid.

In the event the said Optionee exercises its option to purchase, the entire purchase price shall be paid within thirty days of the notice of exercise.

It is specifically understood, that the Bank of Hoven intends to receive the above-described real estate by a deed in lieu of foreclosure from the Kenneth Long Estate. That transaction has not, as of this date, been consummated. This Option is contingent upon the Bank of Hoven receiving good and merchantable title to the above-described real estate from the Kenneth Long Estate, subject only to real estate taxes, a mortgage to the State of South Dakota under the CRP Enhancement program, and any other easements existing and of record.

It is also understood that the Optionee is intending to obtain financing for the purchase of said real estate through a government guaranteed loan or loans. The Bank may be the lender for said loans, however, the Bank makes no warranties that it will lend the Optionee the monies necessary to purchase the above-described real estate. Nothing in this Agreement shall be interpreted to bind the Bank to lending any credit to the Optionee for financing the purchase of the above-described real estate.

It is also understood that in the event the Optionee exercises its option to purchase, and furnishes the purchase price in the amount of \$468,000, the Bank shall execute a quitclaim deed to the Optionee, and shall not be responsible for any title insurance or abstracting fees, legal fees, real estate taxes, transfer fee, or any other expenses of sale. It shall be the Optionee's responsibility to pay any and all expenses of sale. Additionally, it is understood that the Bank has or will expend funds for legal fees and title search fees in obtaining said real estate in lieu of foreclosure and any funds expended shall be added to the purchase price of \$468,000.00.

It is further agreed that presently there is a CRP enhancement note and mortgage to the State of South Dakota. The

In witness whereof, I hereunto set my hand and official seal.

David A. Von Wolf
Notary Public

My Commission Expires:

July 22, 2001

STATE OF SOUTH DAKOTA)
COUNTY OF Dewey) ss

On this the 20th day of August, 1996, before me, Jean Fehle, the undersigned officer, personally appeared Ronnie Long, who acknowledged himself to be the Pres. of the Long Family Land and Cattle Co., Inc., a corporation, and that he, as such Pres. being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Pres.

In witness whereof, I hereunto set my hand and official seal.

Jean Fehle
Notary Public
Register of Deeds

My Commission Expires:

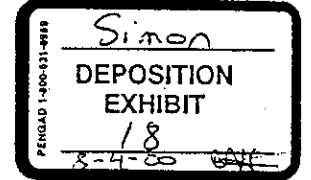
1-1-99

11-8-96

Post-It™ brand fax transmittal memo 7671 pages = 2

To: John Long Ke	From: Charles Simon
Co: Credit Office	Co: BOH
Dept:	Phone #
Fax #	Fax #

Brk 201-255-2207



November 1, 1996

Proposed Loan Agreement between Long Family Land and Cattle Co., Inc. (LFL&CC) and the Bank of Hoven:

The Bank of Hoven has received deed to approximately 2230 acres of real estate in Dewey County and a house in Timber Lake, S.D. through the estate of Kenneth Long. The bank will lease the farm and ranch real estate to LFL&CC for three years with an option to purchase. The selling price on this land is \$468,000.00 plus any misc. selling expenses. The bank will pay off the State Enhancement debt for approximately \$90,000.00, past due taxes for approximately \$23,000.00, attorney fees for approximately \$9000.00 and title insurance cost for \$473.00. These amounts will be deducted from the \$468,000.00 for a net remaining amount of approximately \$345,527.00. The house in Timber Lake will be given a credit for \$10,000.00. The approximate amount of \$355,527.00 will be taken off of LFL&CC bank debt. It will pay off land note# 98179 for \$198,699.83, LIFO note# 2002 for \$48,000.00, OL note#2470 for \$5000.00, backhoe note# 1866 for \$3500.00, BIA guaranteed note# 98262 for \$44,696.24, BIA guaranteed note#98809 for \$43,132.05 with the balance of proceeds of \$12,498.88 to be applied to interest on BIA guaranteed note# 98181. If the house in Timber Lake sells for less than \$10,000.00, after the bank receives the sale amount plus reimbursement for any misc. selling costs, the shortage will be added to the selling price on the land for \$468,000.00. If the house sells for more than \$10,000.00, and the bank receives \$10,000.00 plus reimbursement for any misc. selling costs, the extra amount will be taken off of the selling price of \$468,000.00. This amount will accrue interest at 8.50%. The bank will receive the CRP payments of approximately \$44,000.00 for 1997, 1998 and 1999. Interest will be paid 1st each year upon receipt of the CRP payment with the balance to go toward principal reduction. Annual real estate taxes and liability and building insurance will be the responsibility of LFL&CC. The terms and conditions of the lease with option to purchase will be reviewed at the maturity date of November 1, 1999.

Another loan will be made to LFL&CC for \$100,000.00 to give them a credit for 250 calves at \$250/head or \$62,500.00 with the balance of \$37,500.00 to be used to purchase another 110 calves to be fed and pastured with their own calves. The \$62,500.00 will be used to help pay interest current on all bank debt for approximately \$91,000.00 of which approximately \$12,500.00 would already be paid from the land credit proceeds as stated above. The balance of the interest would be paid from sale of wheat, miller and 10 assorted yearlings. The bank would have 1st security on all calves and yearlings with the note to be paid 1st in the fall when yearlings are sold.

Another loan will be made to LFL&CC for \$70,000.00 under a 90% BIA guarantee to pay annual operating and living expenses. This note will have 2nd security to the calves and yearlings and 1st security to the crops. It will be paid down to \$1.00 annually.

BIA guaranteed note# 98181 can be rescheduled into a 20 year loan with the guarantee to increase to 90%. Security on this loan would be all cows, bulls and machinery. Annual payment would be made each fall when yearlings and crops are sold.

*This is the agreement that was write
 on the black board when deal was made
 the bank paid those bills but they
 were charged to my debt. The only thing
 that happened was the land was separated*



Loan agreement between Long Family Land and Cattle Co. Inc. and the Bank of Hoven.

The Bank of Hoven has received a deed to property described in exhibit A attached here to, through the estate of Kenneth Long. The Bank of Hoven will credit Long Family Land and Cattle Co. Inc. from the sale proceeds as follows:

Credit for land	\$468,000.00
Credit for house	<u>\$ 10,000.00</u>
	\$478,000.00

Less State Enhancement payoff	\$ 82,447.88
Less past due taxes	\$ 23,314.38
Less attorneys fees	\$ 9,540.10
Less title search	\$ 473.00
Less title ins	\$1,118.25
Less payment in full of note #98179 RE note	\$206,566.16
Less payment in full of note #2002 BIA Subordination	\$ 50,301.51
Less payment in full of note 2470 Emergency feed note	\$ 5,312.69
Less payment in full of note #1866 (Ronnie & Lila Long)	\$ 3,928.56
Less payment in full of note #98262 BIA Guaranteed Note 84%	\$ 60,669.21
Less partial payment on note # 98809 BIA Guaranteed Note 80%	<u>\$ 34,328.26</u>
	\$478,000.00

The Bank of Hoven will request, from the BIA, to increase the guarantee to 90% and to reschedule note #98181 (prin, int. and late charges), over 20 years with an annual payment from crop and yearling sales. Primary security will be cows, bulls and machinery. The Bank of Hoven will also request a 90% BIA guarantee on a \$70,000.00 annual operating loan. This ^{new} note will be secured by a 2nd lien on calves, yearlings, and a first lien on crops, and will be paid down to \$1.00 annually.

next year start over - borrow 70,000 to operate

If the BIA guarantee requests are approved, then the Bank of Hoven will make a loan to Long Family Land and Cattle Co. Inc. for \$ 53,500.00 to pay off the balance of note # 98809 for approximately \$17,000.00, with \$37,500.00 to be used to purchase 110 calves to be feed and pastured with their own calves. The sale proceeds from wheat, millet, and 10hd of assorted yearlings will be applied to note #98809 first with any balance to be applied to the \$53,500.00 note. The Bank of Hoven will have a 1st security interest on all calves and yearlings



and will apply those sales to the \$53,500.00 note first.

The Bank of Hoven will enter into a lease/purchase option on the approximately 2230 acres of land only described in exhibit A, under a separate agreement attached hereto.

Dated this 5th day of Dec, 1996

Long Land and Cattle Co. Inc.

by Bonnie Long Pres
by Lila Long Sec. Treasure

Bank of Hoven

by James Melvin AUP

LEASE WITH OPTION TO PURCHASE

* * * * *

This Indenture, made and entered into and executed in duplicate this 5th day of December, 1996, by and between Bank of Hoven, a South Dakota Banking Corporation, P.O. Box 7, Hoven, South Dakota 57450, P.O., lessor, and Long Family Land and Cattle Company, Inc., of P.O. Box 272, Timber Lake, South Dakota 57656, lessee, WITNESSETH:

That the Lessor in consideration of the rents and covenants hereinafter mentioned, does hereby demise, lease and let unto the said lessee, and the said lessee does hereby hire and take from the said lessor, the following described real estate situated in Dewey County, South Dakota:

The East Half (E $\frac{1}{2}$) of Section One (1), Township Fifteen (15) North, Range Twenty Four (24), East of the Black Hills Meridian;

The Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty Five (25), all of Section Twenty Eight (28), the East Half (E $\frac{1}{2}$) of Section Thirty Two (32), the Northeast Quarter (NE $\frac{1}{4}$), the West Half of the Northeast Quarter of the Northwest Quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$), the Southeast Quarter of the Northeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$), the West Half of the Northwest Quarter (W $\frac{1}{2}$ NW $\frac{1}{4}$) and the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$) and the South Half (S $\frac{1}{2}$) of Section Thirty Three (33); and the Southwest Quarter (SW $\frac{1}{4}$) of Section Thirty Four (34), all in Township Seventeen (17) North, Range Twenty Five (25), East of the Black Hills Meridian, subject to easements, reservations and conveyances, if any, existing and of record,

to have and to hold, the above leased premises unto the said lessee for the full term of two (2) years from and after December 5, 1996.

LEASE PAYMENTS:

The said lessee agrees to and with the said lessor to pay as rent for the above described real estate, the sum of Forty Four Thousand One Hundred Ninety Eight Dollars (\$44,198.00), per year, payable in approximately October or November of 1997 and 1998. Said payment is a CRP payment which will be payable from the United States Government to lessee, and lessee agrees to assign said payment to lessor so that lessor may receive said payment directly from the United States Government.



Prepared by:
David A. Von Wald
Attorney-at-Law
Box 468
Hoven, So. Dak. 57450
Tel. (605) 948-2550

(u)

NO ASSIGNMENT OR SUBLETTING:

It is understood that the lessee shall not have the right to sublet the above described real estate, or any part thereof, nor assign this lease without the prior written consent of the lessor.

REAL ESTATE TAXES:

The lessee shall pay the 1996 real estate taxes which become due and a lien on January 1, 1997, and the 1997 real estate taxes which become due and a lien on January 1, 1998, before the same shall become delinquent.

POSSESSION:

The lessee is currently in possession of the above described real estate and its possession shall terminate on December 5, 1998.

OPTION TO PURCHASE:

The lessee shall have an option to purchase the above described real estate during the term of this lease under the following terms and conditions:

A. The option purchase price for the above described real estate shall be the sum of Four Hundred Sixty Eight Thousand Dollars (\$468,000.00).

B. In the event lessee wishes to exercise its option to purchase, it must give notice to lessor in writing and pay five percent (5%) of the purchase price and furnish the remaining balance of purchase price within sixty (60) days of the date of any such notice.

C. Lessee shall pay all selling expenses, including attorney fees, transfer fees, title insurance and any other miscellaneous expenses, including real estate taxes.

D. Lessor agrees to provide a Quit Claim Deed only, quitclaiming its interest in the above described real estate to the lessee, upon receipt of the entire purchase price.

E. Lessor agrees that there is currently a mortgage under the State Enhancement Program which it shall forthwith pay off,

and additionally it shall satisfy any mortgages wherein the Bank of Hoven is presently the mortgagee.

F. Lessor now owns residential real estate in Timber Lake, formerly owned by Kenneth Long, and has credited lessee's notes for \$10,000.00. In the event, said residential property is sold for more than \$10,000.00, lessee agrees to reduce the selling price of the above described farm real estate any net amount, after expenses exceeding \$10,000.00. In the event said residential real estate is sold for less than \$10,000.00, the selling price of the above described farm real estate shall be increased by the net amount, after expenses of less than \$10,000.00. Lessor does not warrant that it will sell said residential real estate nor is it under any obligation to attempt to sell the same. In the event it is not sold at the time lessee exercises its option to purchase, the option price of the farm real estate shall not be affected. If lessor later sells said residential real estate, or if lessee does not exercise its option to purchase, any proceeds from the sale of said residential property will be the Bank of Hoven's.

G. In the event lessee exercises its option to purchase, all rent payments received prior to the purchase of said real estate will be credited against the purchase price of said real estate, minus an amount equal to interest at the rate of eight and one-half percent (8.5%) per annum on the unpaid balance of purchase price from and after December 5, 1996. ^{2 CRP payments \$44,198 x 2}

INSURANCE:

Lessor will purchase a policy of insurance insuring the buildings located on the above described real estate against loss by fire and extended coverage along with liability insurance, and it shall be the responsibility of the lessee to reimburse the lessor for the cost of all such insurance.

WASTE:

Lessee agrees that it shall not commit any waste on the above described real estate and shall farm or graze said real estate in a good and husbandlike manner and shall maintain the buildings and fences in a good state of repair, reasonable wear and tear by the elements alone excepted, at its expense.

DEFAULT:

That should the lessee fail to pay any of the rent aforesaid



BANK OF HOVEN

December 12, 1996

Russell McClure, Supt.
Cheyenne River Sioux Tribe
Box 590
Eagle Butte, SD 57625

Re: Long Family Land and Cattle Co. Inc.

Dear Mr. McClure;

The Bank of Hoven is requesting to restructure its current BIA guarantee loan #98181 in the approximate amount of \$415,000.00 over 20 years @9.25% variable, payable in annual payments. We would also request an \$85,000.00 line of credit for operating expenses. The Bank would also make a direct loan on a LIFO basis of approximately \$41,000.00 to purchase 110 calves for \$37,500.00 and to refinance BIA guarantee note # 98809, after applying the proceeds from 10 hd of yearlings, wheat and millet sales.

This restructuring we feel is in the best interest of the borrower to allow them some time to work through this low cattle market and will lessen the chance for the U.S. Gov't of the Bank calling the guarantee. The Long's have deeded some real estate to the Bank for credit on their loans, and are leasing this real estate from the Bank, and with this reduction in debt and a restructuring of the existing debt we feel that the operation can cash flow even during this low cattle price cycle and begin to rebuild the financial structure of the ranching operation. We have enclosed the financial statements and cash flows to support this position.

We would request that the guarantee % be increased to 90% on note #98181 and that the line of credit be a 90% guarantee. We hope that you can look favorably on this request to allow the Long's to continue on in their life long ranching operation.

Thank you.

Sincerely yours,

James Nielsen, AVP



00529



FINANCIAL STATEMENT

Name Ronnie I Long Family Address P O : 272, Timber Lake, SD 57656

To Bureau of Indian Affairs

For the purpose of obtaining loans and discounting paper with you, and otherwise procuring credit from time to time, I furnish the following true and accurate statement of my financial condition.

I agree to and will notify you immediately in writing of any materially unfavorable change in my financial condition, and in the absence of such notice or of a new and full written statement, this may be considered as a continuing statement and substantially correct; and it is hereby expressly agreed that upon application for further credit, this statement shall have the same force and effect as if delivered as an original statement of my financial condition at the time such further credit is requested.

Financial condition as of December 9, 1996

ASSETS				LIABILITIES			
				(Omit Cash)			
				Debt	Debt	(Omit Cash)	
				Insured	Due		
CATTLE				ENCUMBRANCE ON LIVESTOCK			
<u>305</u> Cows 3-4	\$	<u>700</u>	<u>213,000</u>	To BOH			<u>415,000</u>
..... Cows over 4	\$			Security			
..... Cows Dairy	\$			To BOH			<u>53,500</u>
..... Heifers 1's	\$			Security			
..... Heifers 2's	\$			UNSECURED LOANS			
<u>250</u> Steers 1's Yearlings	\$	<u>350</u>	<u>87,500</u>	To Bank			
..... Steers 2's	\$			To			
<u>110</u> Calves	\$	<u>305</u>	<u>33,550</u>	PURCHASE CONTRACTS			
..... Bulls	\$			(payments due within 12 months)			
TOTAL CATTLE	\$		<u>334,550</u>	To			
HOGS				For			
..... Sows	\$			To			
..... Shoats	\$			For			
..... Pigs	\$			To			
..... Boars	\$			For			
TOTAL HOGS	\$			ACCOUNTS PAYABLE			
SHEEP				To			
..... Ewes 1-4	\$			For			
..... Ewes over 4	\$			To			
..... Lambs	\$			For			
..... Bucks	\$			To			
TOTAL SHEEP	\$			For			
OTHER				OTHER CURRENT LIABILITIES			
<u>12</u> Horses	\$	<u>1,500</u>	<u>18,000</u>	(e.g. RE taxes, cash rent, due relatives)			
.....	\$			To			
TOTAL OTHER	\$			To			
TOTAL LIVESTOCK	\$		<u>352,550</u>	On Real Estate			
FEED & GRAIN ON HAND				On Income			
..... Bu. Corn	\$			To			
..... Bu. Oats	\$			To			
..... Bu. Milo	\$			To			
..... Bu.	\$			REAL ESTATE MORTGAGE DUE			
..... B-T Alfalfa	\$			WITHIN 12 MONTHS			
<u>1400</u> B-T Mixed Hay	\$	<u>40</u>	<u>56,000</u>	To			
..... T Silage	\$			To			
..... B-T	\$			TOTAL CURRENT LIABILITIES			<u>468,500</u>
TOTAL FEED & GRAIN	\$		<u>56,000</u>	PURCHASE CONTRACTS LESS AMOUNT			
OTHER CURRENT ASSETS				DUE WITHIN 12 MONTHS			
Cash in Bank	\$		<u>500</u>	To			
Accounts & Notes Receivable	\$			Less amount due within 12 Mo.			
Government Bonds	\$			To			
Cash Value Life Insurance	\$			Less amount due within 12 Mo.			
Other Investments	\$			Net amount owing on contracts			
Other Current Assets	\$			REAL ESTATE MORTGAGE:			
TOTAL CURRENT ASSETS	\$		<u>409,050</u>	TO HUD			
Machinery & Equipment (over)	\$		<u>116,700</u>	To			<u>15,600</u>
Automobiles	\$			Less amount due within 12 Mo.			
Trucks	\$			To			
.....	\$			Less amount due within 12 Mo.			
REAL ESTATE				To			
<u>15</u> Acres in <u>Dewey</u> County <u>250</u>	\$		<u>3,750</u>	Less amount due within 12 Mo.			
..... Acres in _____ County _____	\$			Net amount owing on Real Estate			
<u>Household</u>	\$		<u>20,000</u>	TOTAL LIABILITIES			<u>484,100</u>
<u>House in country</u>	\$		<u>90,000</u>	NET WORTH	<u>24%</u>		<u>155,400</u>
TOTAL ASSETS	\$		<u>619,500</u>	TOTAL LIABILITIES & NET WORTH			<u>619,500</u>

OX 8

Name: Ron Long
Date: 11/96 to 10/97

Monthly Cash Flow (Agri-Business)
Year 1

Month	11	12	1	2	3	4	5	6	7	8	9	10	Total
Cash, beginning:		(\$28,227)	(\$31,777)	(\$35,327)	(\$42,877)	(\$46,427)	(\$50,777)	(\$69,827)	(\$77,377)	(\$80,927)	(\$84,477)	\$54,373	\$0
Grain	\$12,125	96 wheat and millet							200 @ 25 @ \$3.50		\$17,500		\$29,625
Int subsidy and CRP	\$22,000											\$44,168	\$66,168
Calf sales 50% 135 @ \$350										320 @ \$520	\$166,400		\$47,250
Yearling sales	\$4,800	10 @ \$480											\$171,200
37,500 + \$3,000; 40Culls @ \$300	\$52,500												\$52,500
Cash available:	\$91,425	(\$28,227)	(\$31,777)	(\$35,327)	(\$42,877)	(\$46,427)	(\$50,777)	(\$69,827)	(\$77,377)	(\$80,927)	\$99,423	\$145,791	\$366,743

Operating Expenses:	11	12	1	2	3	4	5	6	7	8	9	10	Total
Car & Truck								\$4,000					\$4,000
Chemicals													\$0
Conservation													\$0
Custom Hire (machine work)													\$0
Depreciation													\$0
Employee Benefits													\$0
Feed	\$19,800			\$4,000									\$19,800
Fertilizers													\$4,000
Freight & Trucking													\$0
Gasoline, Fuel & Oil	\$700	\$700	\$700	\$700	\$700	\$1,100	\$1,700	\$700	\$700	\$700	\$1,700	\$2,700	\$12,800
Insurance (other than health)	\$4,000												\$4,000
Interest - other	\$600	\$600	\$600	\$600	\$600	\$1,000	\$1,000	\$600	\$600	\$600	\$600	\$600	\$9,809
Labor hired													\$8,000
Partlod & Profit-sharing													\$0
Rent ex lease (Egmt. etc.)	\$16,702						\$7,000						\$23,702
Rent ex lease (Animal, Land)	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$4,800
Repairs & Maintenance	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$4,800
Seeds and plants							\$3,600						\$3,600
Storage and warehousing													\$0
Supplies	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$2,400
Taxes	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$7,000
Utilities	\$350	\$350	\$350	\$350	\$350	\$350	\$350	\$350	\$350	\$350	\$350	\$350	\$4,200
Veterinary, breeding, & medicine	\$6,600												\$6,600
Miscellaneous (specify)													\$0
Total Cash Expenses:	\$52,852	\$2,250	\$2,250	\$6,250	\$2,250	\$3,050	\$17,750	\$6,250	\$2,250	\$2,250	\$3,250	\$14,059	\$114,711

1) Advance on calves and purchase \$40,500 2) OLC
 3) BIA term note \$415,000 20yrs 9.25% \$46,246 4) Lease/purchase option w/bank \$44,168

OTHER DISBURSEMENTS:	11	12	1	2	3	4	5	6	7	8	9	10	Total
Capital expenditures	\$12,000	20 cows @ \$600											\$24,000
Livestock purchases	\$53,500	Lvsck purchase and note 98809 payoff											\$53,500
Owner's withdrawal	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$15,600
Loan repayment	\$66,800	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$130,914
Total Other Disbursements:	\$119,652	\$3,550	\$3,550	\$7,550	\$3,550	\$4,350	\$19,050	\$7,550	\$3,550	\$3,550	\$45,050	\$117,773	\$338,725
TOTAL CASH, ENDING:	(\$28,227)	(\$31,777)	(\$35,327)	(\$42,877)	(\$46,427)	(\$50,777)	(\$69,827)	(\$77,377)	(\$80,927)	(\$84,477)	\$54,373	\$28,018	\$28,018

Ex. 8

Monthly Cash Flow (Agri-Business)

Name: Ron Loug
Date: 1/1/97 to 10/08

Year 2

Month	11	12	1	2	3	4	5	6	7	8	9	10	Total
Cash, beginning:	\$28,018	\$42,965	\$4,415	\$865	(\$6,685)	(\$10,235)	(\$14,585)	(\$33,635)	(\$41,185)	(\$44,735)	(\$48,285)	\$56,115	\$28,018
Grab									200 @ 25 @ \$3.50			\$17,500	\$17,500
Int subsidy and CRP	\$11,204											\$44,168	\$55,462
Calf sales 50% 144 @ \$375												\$54,000	\$54,000
Yearlings 235 @ \$350											\$129,250		\$129,250
135 @ \$280; 20 culms @ \$400	\$45,800												\$45,800
Cash available:	\$85,112	\$42,965	\$4,415	\$865	(\$6,685)	(\$10,235)	(\$14,585)	(\$33,635)	(\$41,185)	(\$44,735)	\$98,465	\$154,283	\$330,030

Operating Expenses:	11	12	1	2	3	4	5	6	7	8	9	10	Total
Car & Truck								\$4,000					\$4,000
Chemicals													\$0
Conservation													\$0
Custom Hire (machine work)													\$0
Depreciation													\$0
Employee Benefits													\$0
Feed	\$10,395			\$4,000									\$10,395
Fertilizers													\$4,000
Freight & Trucking	\$700	\$700	\$700	\$700	\$700	\$1,100	\$1,700	\$700	\$700	\$700	\$1,700	\$2,700	\$12,800
Gasoline, Fuel & Oil	\$4,000												\$4,000
Insurance (other than health)	\$600	\$600	\$600	\$600	\$600	\$1,000	\$1,000	\$600	\$600	\$600	\$600	\$600	\$9,200
Interest - other													\$0
Labor hired													\$0
Pension & Profit-sharing													\$0
Rent or lease (Equip. etc.)	\$16,702						\$7,000						\$23,702
Rent or lease (Animals, Land)	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$4,800
Repairs & Maintenance							\$3,600						\$3,600
Seeds and plants													\$0
Storage and warehousing													\$0
Supplies	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$2,400
Taxes	\$3,500						\$3,500						\$7,000
Utilities	\$350	\$350	\$350	\$350	\$350	\$350	\$350	\$350	\$350	\$350	\$350	\$350	\$4,200
Veterinary, breeding, & medicine	\$4,000												\$4,000
Miscellaneous (specify)													\$0
Total Cash Expenses:	\$40,847	\$2,250	\$2,250	\$6,250	\$2,250	\$3,050	\$17,750	\$6,250	\$2,250	\$2,250	\$3,250	\$5,179	\$93,826

OTHER DISBURSEMENTS: 1) Advance on calves 135 @ \$280 \$37,800 2) OLC
3) BIA term note \$415,000 20yrs 9.25% \$46,246 4) Lease/purchase option w/bank \$44,168

Capital expenditures		\$35,000	100yrs @ \$350										\$37,800
Livestock purchases	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$15,600
Owner's withdrawal													\$90,414
Loan repayment													\$0
Total Other Disbursements:	\$1,300	\$36,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$178,814
Total Cash Disbursements:	\$42,147	\$38,550	\$3,550	\$7,550	\$3,550	\$4,350	\$19,050	\$7,550	\$3,550	\$3,550	\$42,350	\$96,893	\$272,640
TOTAL CASH, ENDING:	\$42,965	\$4,415	\$865	(\$6,685)	(\$10,235)	(\$14,585)	(\$33,635)	(\$41,185)	(\$44,735)	(\$48,285)	\$56,115	\$57,390	\$57,390

Ex. 8

Monthly Cash Flow (Agrl-Business)

Year 3

Member Ron Long

Date: 1/1/88 to 10/89

Month	11	12	1	2	3	4	5	6	7	8	9	10	Total
Cash, beginning:	\$57,390	(\$46,030)	(\$49,580)	(\$53,130)	(\$60,680)	(\$64,230)	(\$68,580)	(\$89,630)	(\$97,180)	(\$100,730)	(\$104,280)	(\$55,280)	\$57,390
Grain									200 @ 25 @ \$3.50		\$17,500		\$17,500
Interest subsidy	\$10,932											\$172,125	\$172,125
Calf sales 450 @ 90% @ \$425												\$84,500	\$84,500
Bred hfr 130 @ \$650												\$84,500	\$84,500
Hay sales 1620A @ 21x50 @ less 60 Ton @ \$35										1030 @ \$35	\$36,050		\$36,050
Cash available:	\$68,322	(\$46,030)	(\$49,580)	(\$53,130)	(\$60,680)	(\$64,230)	(\$68,580)	(\$89,630)	(\$97,180)	(\$100,730)	(\$50,730)	\$201,345	\$378,497

Operating Expenses:													
Car & Truck								\$4,000					\$4,000
Chemicals													\$0
Cooperation													\$0
Custom Hire (machine work)													\$0
Depreciation													\$0
Employee Benefits													\$2,000
Feed	\$2,000												\$4,000
Fertilizers				\$4,000									\$0
Freight & Trucking			\$700	\$700	\$700	\$1,100	\$1,700	\$700	\$700	\$700	\$1,700	\$2,700	\$12,800
Gasoline, Fuel & Oil	\$700	\$700											\$4,000
Insurance (other than health)	\$4,000												\$8,050
Interest - other:	\$600	\$600	\$600	\$600	\$600	\$1,000	\$1,000	\$600	\$600	\$600	\$600	\$600	\$8,000
Labor hired													\$0
Pension & Profit-sharing													\$0
Rent or lease (Equip. etc.)	\$16,702												\$25,702
Rent or lease (Animals, Land)	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$4,800
Repairs & Maintenance													\$3,600
Seeds and plants													\$0
Storage and warehousing	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$2,400
Supplies	\$3,500	\$350	\$350	\$350	\$350	\$350	\$350	\$350	\$350	\$350	\$350	\$350	\$7,000
Taxes													\$0
Utilities	\$350	\$350	\$350	\$350	\$350	\$350	\$350	\$350	\$350	\$350	\$350	\$350	\$4,200
Veterinary, breeding, & medicine	\$6,600												\$6,600
Miscellaneous (specify)													\$0
Total Cash Expenses:	\$35,052	\$2,250	\$2,250	\$6,250	\$2,250	\$3,050	\$19,750	\$6,250	\$2,250	\$2,250	\$3,250	\$12,300	\$97,152

1) OLC 2) BIA term note \$415,000 20yrs 9.25% \$46,246
 3) Land note \$478,000 20yrs 8.5% \$50,510

OTHER DISBURSEMENTS:													
Capital expenditures:													\$0
Livestock purchases	\$78,000	130 bred hfrs @ \$600											\$78,000
Owner's withdrawal	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$15,600
Loan repayment													\$96,756
Total Other Disbursements:	\$79,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$190,356
Total Cash Disbursements:	\$114,352	\$3,550	\$3,550	\$7,550	\$3,550	\$4,350	\$21,050	\$7,550	\$3,550	\$3,550	\$4,550	\$110,356	\$287,508
TOTAL CASH, ENDING:	(\$46,030)	(\$49,580)	(\$53,130)	(\$60,680)	(\$64,230)	(\$68,580)	(\$89,630)	(\$97,180)	(\$100,730)	(\$104,280)	(\$55,280)	\$90,989	\$90,989

Jim

Monthly Cash Flow (Agri-Business)
 projected income for 11/01/96 to 10/31/97

Year 1

Date: 11/01/96

Name: Long Family Inc. R Long pers.

Long Farm

Month	November	December	January	February	March	April	May	June	July	August	September	October	Total
1996 total adv	\$62,500	\$5,875	\$4,225	\$7,575	\$1,925	\$3,275	\$4,225	(\$9,525)					\$62,500
Cash receipts from L. O. Co	\$40,000		\$5,000		\$3,000	\$3,000	\$2,000	\$15,000					\$68,000
Cash from 96 grain and 1997	\$12,125												\$29,625
Cash from BIA int sub & CRP	\$22,000												\$66,000
Cash from sale of yfgr & adv	\$7,375												\$781,100
Cash from cattle purchase	\$36,050												\$396,050
Cash available:	\$237,475	\$5,875	\$9,225	\$7,575	\$4,925	\$6,275	\$6,225	\$5,475	(\$175)	(\$1,825)	\$201,225	\$331,675	\$603,275

Operating Expenses:	November	December	January	February	March	April	May	June	July	August	September	October	Total
Car & Truck								\$4,000					\$4,000
Chemicals													\$0
Conservation													\$0
Custom Hire (grain harv work)													\$0
Depreciation													\$0
Employee Benefits													\$19,800
Fertilizers	\$19,800												\$4,000
Feed													\$0
Feed													\$0
Fuel & Trucking													\$12,800
Gasoline, Fuel & Oil	\$700												\$0
Insurance (other than health)													\$102,100
Interest - other	\$87,000												\$0
Labor hired													\$0
Pension & Profit-sharing													\$0
Rent or lease (Bldg, etc.)	\$17,000												\$23,000
Rent or lease (Animals, Land)	\$400												\$4,800
Repairs & Maintenance	\$400												\$3,600
Steel and plumb													\$0
Storage and warehouse	\$200												\$2,400
Supplies	\$3,500												\$7,000
Taxes	\$350												\$4,200
Utilities	\$350												\$6,600
Veterinary, breeding, & medicine	\$6,600												\$0
Miscellaneous (specify)													\$0
Total Cash Expenses:	\$135,550	\$1,650	\$1,650	\$5,650	\$1,650	\$2,050	\$15,750	\$5,650	\$1,650	\$1,650	\$2,650	\$18,750	\$194,300

OTHER DISBURSEMENTS:	November	December	January	February	March	April	May	June	July	August	September	October	Total
Capital expenditures													\$0
Livestock purchases	\$96,050												\$96,050
BVA loan pmt & BVA loan pmt													\$80,547
Loan repayment													\$68,000
Total Other Disbursements:	\$96,050	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$244,597
Total Cash Disbursements:	\$231,600	\$1,650	\$1,650	\$5,650	\$1,650	\$2,050	\$15,750	\$5,650	\$1,650	\$1,650	\$2,650	\$167,297	\$438,897
TOTAL CASH, ENDING:	\$5,875	\$4,225	\$7,575	\$1,925	\$3,275	\$4,225	(\$9,525)	(\$175)	(\$1,825)	(\$3,475)	\$198,575	\$164,378	\$164,378

Name: Long Family Inc. R Long Pres

Date 11/01/97

Monthly Cash Flow (Agriculture)
 projected cash flow 11/01/97 to 10/31/98

Year 2

Month	November	December	January	February	March	April	May	June	July	August	September	October	Total
Cash, beginning!	\$164,378	\$82,328	\$80,428	\$74,528	\$72,628	\$70,728	\$68,428	\$62,428	\$48,128	\$46,228	\$44,328	\$246,128	\$164,378
Cash received from L. O. C.													\$0
Cash from sale of wht		2000@whitX25bu@X\$3.50											\$17,500
Cash from sale of dry cattle		360@18cX\$20.00											\$187,200
Cash from BIA/hi & comp/MT	\$10,000												\$44,000
Cash from sale: OTHER													\$0
Cash available:	\$174,378	\$82,328	\$80,428	\$74,528	\$72,628	\$70,728	\$68,428	\$62,428	\$48,128	\$46,228	\$249,028	\$379,228	\$512,178

Operating Expenses:	November	December	January	February	March	April	May	June	July	August	September	October	Total
Car & Truck													\$4,000
Chemicals													\$0
Contribution													\$0
Custom Hire (machine work)													\$0
Dipredilone													\$19,800
Employee Benefits	\$19,800		660HD@\$.75 PER HD FOR 120 DAYS										\$4,000
Feed			\$4,000	500@\$.80									\$0
Fertilizer													\$12,500
Freight & Trucking	\$750		\$750										\$7,500
Gasoline, Fuel & Oil	\$7,500												\$0
Insurance (other than health)													\$0
Interest - other													\$0
Labor hired													\$23,000
Pension & Profit-sharing													\$6,000
Rent or lease (Eggs, etc.)	\$17,000												\$500
Rent or lease (Animal, Land)	\$500		\$500										\$2,400
Repairs & Maintenance													\$0
Seeds and plants													\$3,000
Storage and warehouse	\$250		\$250										\$7,000
Taxes	\$3,500												\$4,800
Utilities	\$400		\$400										\$5,600
Veterinary, breeding, & medicine	\$6,600												\$0
Miscellaneous (specify)													\$0
Total Cash Expenses:	\$56,300	\$1,900	\$5,900	\$1,900	\$1,900	\$2,300	\$6,000	\$14,300	\$1,900	\$1,900	\$2,900	\$3,400	\$100,600

OTHER DISBURSEMENTS:	November	December	January	February	March	April	May	June	July	August	September	October	Total
Capital expenditures													\$0
Livestock purchases	\$35,750												\$35,750
Owner's withdrawal													\$0
Loan BIA Qry & RB loan pmnt													\$80,547
Total Other Disbursements:	\$35,750	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$116,297
Total Cash Disbursements:	\$92,050	\$1,900	\$5,900	\$1,900	\$1,900	\$2,300	\$6,000	\$14,300	\$1,900	\$1,900	\$2,900	\$83,947	\$216,897
TOTAL CASH, ENDING:	\$82,328	\$80,428	\$74,528	\$72,628	\$70,728	\$68,428	\$62,428	\$48,128	\$46,228	\$44,328	\$246,128	\$295,281	\$295,281

8A

PERSONAL REPRESENTATIVE'S DEED

Pauletta Long as the duly appointed, qualified and acting personal representative of the estate of Kenneth L. Long, deceased, grantor, for valuable consideration, sells, conveys, transfers, assigns and releases to Bank of Hoven, grantee, of Hoven, South Dakota 57450, P.O., all interest of the decedent and the estate of the decedent in the following described real estate in Dewey County, South Dakota:

Township 15 North, Range 24 E.B.H.M.:
Section 1: E1/2

Township 17 North, Range 25 E.B.H.M.:

Section 25: NW1/4

Section 28: All

Section 32: E1/2

Section 33: NE1/4, W1/2NE1/4NW1/4, SE1/4NE1/4NW1/4,
W1/2NW1/4 & SE1/4NW1/4 & S1/2

Section 34: SW1/4

Lot 7 and south 40 feet of Lot 8, Block 29 in the Town (now City) of Timber Lake, South Dakota, together with improvements thereon, subject to easements and restrictions of record.

Exempt from transfer fee
SDCL 43-4-22(6)

Dated December 10, 1996.

s/ Pauletta Long
Pauletta Long
Box 186
Timber Lake, SD 57656
605 865-3332

STATE OF SOUTH DAKOTA)

:SS

COUNTY OF DEWEY)

On December 23, 1996, before me personally appeared Pauletta Long known to me or satisfactorily proven to be the person described in the Personal Representative's Deed and acknowledged that she executed the foregoing Personal Representative's Deed as personal representative of the estate of Kenneth L. Long, deceased, and for the purposes therein contained.

s/ Andrew Aberle
Andrew Aberle, Notary Public South Dakota

My Commission Expires: 10/15/98
(SEAL) ✓

THIS INSTRUMENT PREPARED BY:
ABERLE & ABERLE
BOX 236
TIMBER LAKE SD 57656
(605) 865-3528

OFFICE OF REGISTER OF DEEDS
STATE OF SOUTH DAKOTA)

)ss.

County of Dewey)
I hereby certify that the within instrument was filed in this office for record on the 27th day of December A.D. 1996 at 10:30 o'clock A.M., and was duly recorded in Book 39 of Deeds on Page 1

(SEAL) ✓

Jean Golda Telle
Register of Deeds
Deputy
By _____

Fee \$5.00





BANK OF HOVEN

January 16, 1997

Dennis Huber
ND/SD Indian Business Development Center
Bismarck, N.D. 58504

Dear Dennis,

The Bank of Hoven has received a deed to property previously owned by Kenneth Long, Timber Lake, S.D. worth \$468,000.00 on farm and range real estate and \$10,000.00 on a house in Timber Lake. This value of \$478,000.00 has been used to pay off prior real estate debt, taxes, attorney fees, title fees and bank debt owed by Long Family Land and Cattle Co., Inc., Timber Lake, S.D.

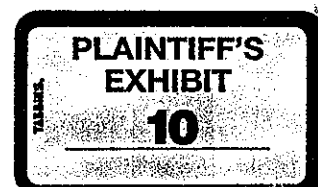
Longs are also in the process of receiving a rescheduling of the remaining present BIA guaranteed debt of \$343,874.42 over a 20 year term. They will also be receiving a BIA guaranteed operating loan for \$70,000.00 for annual operating expenses. Upon receiving the BIA guarantee shortly, they will also receive a direct bank loan for \$53,500.00 to be used to refinance bank debt and purchase feeder cattle.

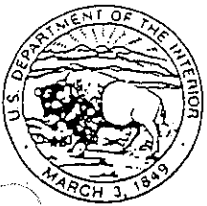
These credits and loans would not have been possible without your expertise and assistance. We appreciate your efforts in helping the bank secure this loan package and reduction of bank debt for the Longs. Please call me at the bank if you have any questions on the above information. Thank You!

Sincerely,

Charles Simon

Charles Simon VP
Bank of Hoven
P.O.Box 7
Hoven, S.D. 57450





United States Department of the Interior

BUREAU OF INDIAN AFFAIRS

Aberdeen Area Office

115 Fourth Avenue S.E.

Aberdeen, South Dakota 57401

REPLY REFER TO:

Community Services/Economic Development

MC-305

FEB 14 1997

James Nielsen
Assistant Vice President
Bank of Hoven
P.O. Box 7
Hoven, South Dakota 57625

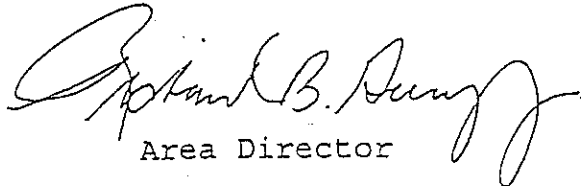
Dear Mr. Nielsen:

This letter is to recap your conversation with Loan Specialist, Stacey Johnston on February 3, 1997 and respond to your December 12, 1997 submittal on the Long Family Land Cattle Co. Inc..

Your December 12, 1997⁶ request involved a restructure of the term guaranty, a new \$85,000 line of credit, a LIFO on \$41,000 to purchase livestock, and an increase of the guaranty percentage. Loan Specialist, Stacey Johnston informed you that this kind of request would have to be viewed as a modification, which requires a more complete application. Modification criteria is clearly outlined in your Loan Guaranty Agreement and 25 CFR 103.21. This reference material is the basis for our programs and should be adhered to when requesting, modifying, servicing and collecting guaranteed loans.

We understand the emergency situation caused by the severe winter conditions. Therefore, we concur with a loan for emergency expenses. These expenses should be documented and readily available to the Agency Superintendent. This decision is made with the intention of preserving collateral. Refer to 25 CFR 103.22 for further direction and documentation.

We will not act on your December 12, 1997⁶ requests until we receive a complete application. Under separate cover, we are again sending a copy of 25 CFR 103.


Area Director

PLAINTIFF'S
EXHIBIT

11

ng other assets. Full on given to the ap-anagerial ability and expe-

ca of tribes and Indian or- where past operations or s of operations indicate that ic enterprise for which fl- requested is economically consideration will be given nents for efficient manage- te economic enterprise for cing is requested.

ommissioner may review ap- or guaranteed loans individ- uately from the lend- ion.

Mar. 19, 1975. Redesignated at 47 r. 30, 1982, as amended at 54 FR 3, 1989; 57 FR 46473, Oct. 8, 1992]

an otherwise available.

formation in an application unteed or insured loan indi- the applicant may obtain outhout a guaranty or insur- ommissioner may deny the a guaranty or insurance.

Oct. 8, 1992]

efinancing.

ica for loans to refi- eb, will be approved ifficult and required due to the financial position and if the advantage of the appli- cations to refinance loans to ic enterprise will be accom- financial and cash flow state- ired in §103.15(a) (1) through ranty of a loan to refinance adebtedness will be consid- if the loan will result in a ly lower lender's interest e borrower, or provide a sub- longer term for repayment n, or decrease the loan-to- e ratio of the business being

.cations for refinancing loans nteed or insured under this ill not be approved for guar- urance if, in the opinion of sitioner, the submittal of the a is motivated primarily to

obtain guaranty or insurance of a loan which otherwise would be made.

(40 FR 12492, Mar. 19, 1975. Redesignated at 47 FR 13327, Mar. 30, 1982, as amended at 57 FR 46473, Oct. 8, 1992]

§ 103.18 Furnishing additional information.

The Commissioner may require either the lender or the borrower, or both, to furnish additional information or justification for a loan prior to issuance of a guaranty certificate or insurance agreement where Commissioner approval of an individual insured loan is required.

§ 103.19 Approval of guaranteed loans.

(a) Upon a lender's approval of an application for a guaranteed loan, the lender will forward the application in duplicate to the Commissioner with a "Request for Guaranty". The Commissioner will approve the application by issuance of a "Guaranty Certificate" which will show the percentage amount of the loan guaranteed, the premium to be paid to the Commissioner and the interest subsidy to be paid on the loan by the United States.

(b) If the application is not approved, the original will be returned to the lender with an explanation, and a copy furnished the loan applicant.

§ 103.20 Approval of insured loans.

After a lender approves a loan eligible for insurance in accordance with an approved insurance agreement, the lender will proceed as authorized by the agreement. Applications for insured loans which require approval by the Commissioner as prescribed in §103.14 will be forwarded in duplicate to the Commissioner with a "Request for Insurance" signed by the lender. The Commissioner will approve the application by issuance of an "Insurance Agreement". If the application is not approved, the original will be returned to the lender with an explanation.

§ 103.21 Modification of loan agreements.

(a) Guaranteed and insured loans may be modified with the approval of the parties to the original loan agreement. Modification of guaranteed loans and those insured loans which required

Commissioner approval, requires the Commissioner's approval only if the modification involves:

- (1) Change of the repayment schedules,
- (2) Changes in the prime security,
- (3) Change of interest rate,
- (4) Change in the use of loan funds,
- (5) Increase in the principal amount of a loan, except as provided in §103.22,
- (6) Change of the plan of operation,
- (7) Amendment or changes in the organization papers of the borrower,
- (8) Changes in partnership agreements, and
- (9) Change in the location of an enterprise.

(b) Lenders making insured loans which under the provisions of an approved insurance agreement do not require Commissioner approval shall use prudence in approving requests for modifications of loan agreements and follow the lender's customary procedures and practices which are used in connection with noninsured loans made by it. Modifications are to be in compliance with the provisions of §§103.13, 103.14, and 103.24. Lenders making insured loans under the provisions of such an insurance agreement shall notify the Commissioner not later than 20 days after approval of a modification of such insured loan. Modifications of the organization papers of corporations or cooperative associations and partnership agreements and plans of operation which originally required Commissioner approval, require approval by the Commissioner upon modification.

§ 103.22 Protective advances.

When provided for in a loan agreement, and subject to the limitations on the amounts and terms of loans as provided in §§103.13, 103.14, and 103.24, lenders may advance, for certain purposes, up to 10 percent of the amount for which a guaranteed or insured loan originally was approved. If the borrower is unable to provide the funds or refuses to do so, an advance may be made for purposes necessary and proper for the preservation, maintenance or repair of the property purchased with or given to secure the loan; for accrued taxes, special assessments, ground and water rents, and hazard and liability insurance premiums; and for any other

Simon DEPOSITION EXHIBIT 15 2-4-00

PLAINTIFF'S EXHIBIT 12

purpose necessary for the protection of the interest of the lender or borrower. The additional advance will be charged against the borrower. Repayment of the protective advance shall be automatically guaranteed or insured at the same percentage rate as applied to the original amount of the loan upon the Commissioner's receiving notice from the lender that an additional amount has been advanced with a statement as to the necessity and purpose(s) of the advance. Such documentation shall be furnished along with the premium for the additional amount pursuant to § 103.43(b). The amount of any additional advance shall be scheduled for repayment proportionately over the remaining installments of the unpaid principal balance of the loan. The interest rate charged on protective advances as provided for in this section will be determined in accordance with the provisions of § 103.41.

§ 103.23 Increase in principal of loans.

(a) Borrowers requiring additional funds may apply for an increase in a guaranteed or insured loan with the same lender. Applications to increase the amount of guaranteed and insured loans which originally were approved by the Commissioner, require his approval upon increases in amounts. Lenders making insured loans which under the provisions of an approved insurance agreement which did not require Commissioner approval, may approve applications for an increase in the principal of such loans subject to compliance with the limitations contained in §§ 103.14 and 103.24. Such insured lenders shall immediately notify the Commissioner upon approval of an increase in the principal of a loan and remit the premium on the increase pursuant to § 103.43(b).

(b) The application for an increase in the amount of a loan must show the reasons why an increase is needed, the amount and purposes for which the funds will be used, and the repayment schedule. If the financing involves an economic enterprise, the application must be accompanied by the information required in § 103.15(a)(1) through (17) of this part.

(c) The interest rate to be charged on principal increases will be determined

in accordance with the provisions of § 103.41.

[40 FR 12492, Mar. 19, 1975. Redesignated at 47 FR 13327, Mar. 30, 1982, as amended at 57 FR 46473, Oct. 8, 1992]

§ 103.24 Maturity.

The period of maturity of guaranteed and insured loans will be determined according to the circumstances, but may not extend beyond 30 years from the date of the first advance. All maturities will be consistent with sound business practices and customs of lenders in the area.

§ 103.25 Amortization.

All loans shall be scheduled for repayment at the earliest practicable date consistent with the purpose(s) of the loans and the repayment capacity of the borrowers. Lenders will require amortization in accordance with customary practices in the area for loans for the same purposes. Loan payments may be scheduled for repayment either monthly, quarterly, semi-annually or annually. Balloon installments shall be avoided.

§ 103.26 Prepayments.

Borrowers whose loans are guaranteed or insured under this part 103 shall have the right to prepay all or any part of the indebtedness at any time without penalty unless otherwise provided for in the loan agreement. Lenders and borrowers may agree that prepayments applied to the latest loan installments may be reapplied to current installment(s) to cure or prevent any subsequent default. The Commissioner shall be notified promptly by the lender when payments are made in advance of the due dates.

§ 103.27 Amount of security.

Lenders will require borrowers to give security, if available, up to an amount adequate to protect the loan, without consideration of the guaranty or insurance. The lender shall itemize and describe the collateral given as security as described in §§ 103.15(a)(5) and (10) of this part.

[40 FR 12492, Mar. 19, 1975. Redesignated at 47 FR 13327, Mar. 30, 1982, as amended at 57 FR 46473, Oct. 8, 1992]

February 18th, 1997

Bank of Hoven
PO Box 7
Hoven, SD 57450

Simon
DEPOSITION
EXHIBIT
21
8-4-00 GAF

RE: Ronnie Long
Box 272
Timber Lake, SD 57656

Dear Jim,

December 5th, 1996 - I was in Hoven and discussed future plans about my cattle operation.

*Told bankers he needed operating loan of 20,000 right away.
Told them I needed to move him 20 miles to cattle.*

December 11th, 1996 - Jim Neilsen faxed papers to John Lemke's office. All that was needed is Stacey Johnston's and the Area Director's signatures.

After deciding that we were going to keep the calves and run for yearlings; I went down on 12-13-96 and plowed a road, cleaned and set up corrals. I called Tim Bollinger and lined up trucks for 12-15-96 to haul cattle out. 12-14-96 was planned to bunch the cattle.

December 13th, 1996 PM - it started to blizzard for five days through December 18th, 1996. Everything that was opened on the 13th of December blew shut and county roads were completely blocked.

12.15.96

From this point on when the county roads did get opened and it was possible to get in with a tractor (as I had left my tractor at Doc Pesicka's) we fed. When we couldn't get in with the tractor; we took snowmobiles in and caked the cows.

It was impossible to get the cattle out. If we could have gotten them out it was impossible to get them back to Headquarters due to the county roads not being wide enough for semitractor-trailers until January 29, 1997. This is when Mike Peterson widened our road with a CAT.

February 2nd, 1997 - Mike Peterson went down and plowed the cows out. Contrary to the malicious rumors that they were plowed out two or three times and not moved; this is the only time they were plowed out.

PLAINTIFF'S
EXHIBIT
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Jim Nielsen (2)

February 18th, 1997

Between 12-14-97 & 2-2-97 I had trucks lined up three separate times. The reason being is Tribal emergency snow plowing was to plow me out and never did because it would storm and they would send their equipment elsewhere.

If there is any questions about plowing my cattle out contact the Dewey County Highway Superintendent, Gregg Bourland, Tim Bollinger (trucker) or Mike Peterson who plowed me out.

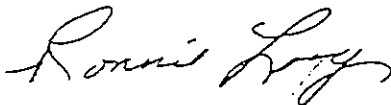
In the result of not having the Kenneth Long Estate settled and operating money NOT available they hay and cattle were never removed. Also, the cattle never got insured which the blanket insurance would have cost approximately \$2,000.00 covering the cattle plus. The insurance was brought to everyone's attention the first part of December.

The cattle were in the best location possible for most winters, but due to blocked roads and bad weather conditions it was impossible to get feed to them on a daily basis.

I had minimal losses until the blizzard of January 15th & 16th when the wind chill was 50 to 80 degrees below zero and the cattle that drifted out of the draws are the ones that died.

In light of all of this, the persons who start these vicious rumors must be trying to make themselves look better in the eyes of the bank. I feel bad enough losing these cattle let alone people starting false accusations.

Sincerely,



Ronnie Long

CC John Lemke, CRST Credit Officer
Russell McClure, Cheyenne River Agency Superintendent
Stacey Johnston, Area Loan Specialist
Delbert Brewer, Area Director

CCC-661
(06-18-97)

USDA-CCC

1. APPLICATION NUMBER

74

Certification of Livestock/Poultry Losses for Eligible Disaster

NOTE: The following statements are made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is Pub. L. 105-18. The information will be used to determine eligibility in accordance with the requirements of the regulation for applicants who are requesting Livestock Indemnity Program benefits. Furnishing the requested information is voluntary, however, failure to furnish the requested information will result in a determination of ineligibility for Livestock Indemnity Program benefits. This information may be provided to other agencies, IRS, Department of Justice, or other State and Federal Law enforcement agencies, and in response to a court magistrate or administrative tribunal.

Agencies may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture, Clearance Officer, OIRM (OMB No. 0560-0029), Stop 7630, Washington, D.C. 20250-7630. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

PART A - PRODUCER IDENTIFICATION AND DISASTER OCCURRENCE

2. PRODUCER'S NAME

Ronnie Long

4. Describe the disaster occurrence that caused the animal losses. (Example: Blizzard conditions and snow and ice.)

Winter storms

3. IRS IDENTIFICATION NUMBER

510-54-0201

PLAINTIFF'S EXHIBIT

14

PART B - ANIMAL LOSSES BY KIND AND TYPE

5. Check the applicable animal losses reported and enter your share of the ownership as a percentage. Prepare a separate CCC 661 for each animal type and operation.

Kind/Type	Share	Kind/Type	Share	Kind/Type	Share	Kind/Type	Share	Kind/Type	Share
Non-Adult Beef-Less than 400 lbs/ Buffalo/Beefalo		Non-Adult Dairy Less than 400 lbs.		Ewes		Layer/Roasters		Poult	
Non-Adult Beef-Over 400 lbs/ Buffalo/Beefalo	All	Non-Adult Dairy More than 400 lbs.		Lambs		Chicks		Goose	
Adult Beef Cow/Beefalo/ Buffalo		Feeder Pigs		Bucks		Ducks		Gosling	
Beef Bulls		Sow/Boars/Barrows/Gilts		Nannies		Ducklings		Horses	
Adult Dairy-Mature Cow		Rams		Slaughter Goats/Kids		Toms/Fryers/Roasters			
				Broilers/Pullets					

C - NUMBER OF ANIMALS BEFORE DISASTER AND SUPPORTING DOCUMENTATION

6. Describe the document provided to verify livestock interests inventory at the time of the disaster. Attach copies of documents. Number of Animals before disaster loss

Example: Receipt from Harry's Sale Barn for purchase of 25 feeder pigs on November 10, 1996.	25
a. Bank of Haven Inspection Report yearlings	286
b.	
c.	
d. TOTAL	

PART D - DOCUMENTATION TO VERIFY ANIMAL LOSSES

7. Describe the document provided to verify animal losses: Attach copies of documents. Number of Animal losses

Example: Rendering receipt for pick up of 10 pigs on December 12, 1996.	10
a. Inspection Report of CRST office for All Planning office BIA	\$ 277
b.	
c.	
d. TOTAL	

PART E - PRODUCER'S CERTIFICATION

I hereby certify that all information listed above and on documents attached are true and correct, and all documents provided are true copies of the transaction reported. Providing a false certification to the government is punishable by imprisonment, fines and other penalties. All information provided herein is subject to verification by the Commodity Credit Corporation. The provisions of criminal and civil fraud statutes that apply to this certification, includes 18 U.S.C. 136, 187, 371, 641, 651, 1001 and 1014; U.S.C. 714m; and 31 U.S.C. 3729.

8A. I hereby certify that: (Check the appropriate box below before signing.)

More than 50 percent of my gross annual revenue (receipts) is received from farming and ranching operations and that my gross annual revenue (receipts) from these operations is not in excess of \$2.5 million.

Fifty percent or less of my gross annual revenue (receipts) is received from farming and ranching operations and that my gross annual revenue (receipts) from all agriculture and nonagricultural sources is not in excess of \$2.5 million.

8B. SIGNATURE OF PRODUCER

Ronnie Long

DATE

7-9-97

U.S. Department of Agriculture
Commodity Credit Corporation

Livestock Indemnity Program
Application Entitlement Report

A - APPLICATION INFORMATION

Application No.	Livestock Kind	Type	Eligible No. of Head Lost	Payment Rate	Covered Loss
74	BEEF	NON ADULT - OVER 400 LBS.	270	\$137.00	\$36,990.00
TOTAL			270		\$36,990.00

PART B - PRODUCER SHARE INFORMATION

Producer	Share	Pymt Ind	Covered Loss	Payment Limitation Reduction	Net Covered Loss
RONNIE R LONG PO BOX 272 TIMBER LAKE SD 57656-0272 510540201 S	ALL	Y	\$36,990.00	\$0.00	\$36,990.00

DISCLAIMER: The covered loss amounts reflected on this entitlement report include estimated payment rates set at national market value averages and may vary due to changes in availability of funds, producer eligibility, payment limitation, or producer shares. The distribution of this entitlement report does not in any way obligate CCC to disburse the covered loss amounts reflected.

This program or activity will be conducted on a nondiscriminatory basis without regard to race, color, religion, national origin, age, sex, marital status, or disability.

CCC-6C1-1
06/30/1997

U.S. Department of Agriculture
Commodity Credit Corporation

State Code 46
County Code 41

Livestock Indemnity Program
Application Entitlement Report

PART A - APPLICATION INFORMATION

Application No.	Livestock Kind	Type	Eligible No. of Head Lost	Payment Rate	Covered Loss
74	BEEF	NON ADULT - OVER 400 LBS.	270	\$137.00	\$36,990.00
TOTAL			270		\$36,990.00

PART B - PRODUCER SHARE INFORMATION

Producer	Share	Pymt Ind	Covered Loss	Payment Limitation Reduction	Net Covered Loss
RONNIE R LONG PO BOX 272 TIMBER LAKE SD 57656-0272 510540201 S	ALL	Y	\$36,990.00	\$36,025.00	\$965.00

DISCLAIMER: The covered loss amounts reflected on this entitlement report include estimated payment rates set at national market value averages and may vary due to changes in availability of funds, producer eligibility, payment limitation, or producer shares. The distribution of this entitlement report does not in any way obligate CCC to disburse the covered loss amounts reflected.

program or activity will be conducted on a nondiscriminatory basis without regard to race, color, religion, national origin, age, sex, marital status, or disability.

REPRODUCE LOCALLY. Include form number and date on reproductions.

CCC-661W
(06-18-97)

U. S. DEPARTMENT OF AGRICULTURE
Commodity Credit Corporation



LOSS CALCULATION WORKSHEET

1. FSA COUNTY OFFICE NAME

Dewey Co FSA

2. APPLICATION NUMBER

74

3. PRODUCER ID NUMBER

510-54-0201

4. PRODUCER NAME

Ronnie Long

Enter applicable Livestock/Poultry Type(S) from Form CCC-661, Item 6 →

Type

Type

Type

non adult
over 400

5. Beginning Inventory of Livestock Type (CCC-661, Item 6d)

286

6. Total Number of Head Lost (CCC-661, Item 7d)

277

7. Mortality Rate for Applicable Livestock Type (Notice DF-303, Exhibit 1).

2.5%

8. Loss Threshold (Item 5 x Item 7, round to nearest whole number.)

7

9. Eligible Number of Losses (Item 6 minus Item 8. If Item 6 is less than or equal to Item 8, enter zero and STOP.)

270

10. Payment Rate for Applicable Livestock Type, (Notice DF-303, Exhibit 1).

137

11. Producers Share (CCC-661, Item 5)

All

12. Covered Loss (Item 9 x Item 10 x Item 11). Round to whole dollars.

36990

13. Total Payment (Add all Type entries in Item 12).

\$

36990

14. If Item 13 is less than \$50,000, enter zero. If Item 13 is greater than 50,000, enter the result of Item 13 minus \$50,000.

\$

15. Total eligible payment (Item 13 minus Item 14).

\$

36990

16. Factored Payment (Item 15 times the National Factor, after announced.)

\$

INSPECTION REPORT

Bank B-L-A.

Owner of Livestock Long Family Cattle Co

of CRST CREDIT OFFICE

Location of Farm or Ranch: _____

Miles from _____

Date 7-7-97

Bank Representative's Signature

Archie Henderson

Owner's Signature

Long Family Cattle Co
Ronnie Long

CLASSIFICATION OF LIVESTOCK COVERED INSPECTOR'S ACTUAL COUNT AND ESTIMATED VALUES

KIND OR CLASS	Actual Count	Weight	Breed	Quality	Worth Per Head	Total Value	Anticipated Sale Date
Cows	119	1150	Xbred	good			
Cows							
Cows							
Heifers	4	650	Xbred	good			
Heifers							
Steers							
Steers							
Calves	90	225	Xbred	good			
Calves							
Bulls							
TOTAL CATTLE							
Sows							
Bulchers							
Pigs							
Other Hogs							
TOTAL HOGS							
Sheep (ewes) 1-2							
Sheep (ewes) 3-5							
Sheep (Lambs)							
Sheep (bucks)							
Sheep (other)							
TOTAL SHEEP							
TOTAL LIVESTOCK							

MACHINERY & EQUIPMENT			
No.	Article	Year	Make
	Tractor		
	Tractor		
	Tractor		
	Tractor		
	Plow		
	Plow		
	Disc		
	Disc		
	Drag		
	Grain Drill		
	Swather		
	Combine		
	Corn Picker		
	Corn Planter		
	Cultivator		
	Blower		
	Feed Grinder		
	Field Sprayer		
	Auger		
	Elevator		
	Tractor Loader		
	Disc Plow		
	Chisel		
	Rotary Hoe		
	Wagon		
	Wagon		
	Mixer Wagon		
	Stalk Cuffer		
	Manure Spreader		
	Duck Foot		
	Spring Tooth Harrow		
	Mower		
	Rake		
	Hay Conditioner		
	Hay Baler		

GRAIN & FEED				
	Bushel	Acre	Unit Value	Total Value
Corn				
Oats				
Barley				

CCC-661
(06-18-97)

USDA-CCC

1. APPLICATION NUMBER

Certification of Livestock/Poultry Losses for Eligible Disaster

76

NOTE: The following statements are made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is Pub. L. 105-18. The information will be used to determine eligibility in accordance with the requirements of the regulation for applicants who are requesting Livestock Indemnity Programs. Furnishing the requested information is voluntary, however, failure to furnish the requested information will result in a determination of ineligibility for Livestock Indemnity Program benefits. This information may be provided to other agencies, IRS, Department of Justice, or other State and Federal Law enforcement agencies, and in response to a court magistrate or administrative tribunal.

Federal Agencies may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture, Clearance Officer, OIRM (OMB No. 0560-0029), Stop 7630, Washington, D.C. 20250-7630. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

PART A - PRODUCER IDENTIFICATION AND DISASTER OCCURRENCE

2. PRODUCER'S NAME
Long Family Land & Cattle Co

4. Describe the disaster occurrence that caused the animal losses. (Example: Blizzard conditions and snow and ice.)
Winter Storms

3. IRS IDENTIFICATION NUMBER
46-0395501

Simon
DEPOSITION
EXHIBIT
32
8-4-97

PART B - ANIMAL LOSSES BY KIND AND TYPE

5. Check the applicable animal losses reported and enter your share of the ownership as a percentage. Prepare a separate CCC 661 for each animal type and operation.

Kind/Type	Share	Kind/Type	Share	Kind/Type	Share	Kind/Type	Share	Kind/Type	Share
X Non-Adult Beef-Less than 400 lbs/Bufalo/Beefalo	100%	Non-Adult Dairy Less than 400 lbs.		Ewes		Layer/Roasters		Poult	
				Lambs					
Non-Adult Beef-Over 400 lbs/Bufalo/Beefalo		Non-Adult Dairy More than 400 lbs.		Bucks		Chicks		Goose	
X Adult Beef Cow/Beefalo/Bufalo	100%	Feeder Pigs		Nannies		Ducks		Gosling	
Beef Bulls		Sow/Boars/Barrows/Gilts		Slaughter Goats/Kids		Ducklings		Horses	
Adult Dairy-Mature Cow		Rams		Broilers/Pullets		Toms/Fryers/Roasters			

PART C - NUMBER OF ANIMALS BEFORE DISASTER AND SUPPORTING DOCUMENTATION

Describe the document provided to verify livestock interests inventory at the time of the disaster. Attach copies of documents.

Documents.	Number of Animals before disaster loss
Example: Receipt from Harry's Sale Barn for purchase of 25 feeder pigs on November 10, 1996.	25
a. Bank of Haven Inspection Report cows	349
b. jid - LIP 203	107
c.	
d. TOTAL	

PART D - DOCUMENTATION TO VERIFY ANIMAL LOSSES

7. Describe the document provided to verify animal losses: Attach copies of documents.

Documents.	Number of Animal loss
Example: Rendering receipt for pickup of 10 pigs on December 12, 1996.	10
a. Inspection Report BIA Planning Office cows	230
b. Number of calves lost from 119 cows calves	29 1/2
c.	
d. TOTAL	

PART E - PRODUCER'S CERTIFICATION

I hereby certify that all information listed above and on documents attached are true and correct, and all documents provided are true copies of the transaction reported. Providing a false certification to the government is punishable by imprisonment, fines and other penalties. All information provided herein is subject to verification by the Commodity Credit Corporation. The provisions of criminal and civil fraud statutes that apply to this certification, includes 18 U.S.C. 286, 287, 371, 641, 651, 1001 and 1014; U.S.C. 714n; and 31 U.S.C. 3729.

8A. I hereby certify that: (Check the appropriate box below before signing.)

More than 50 percent of my gross annual revenue (receipts) is received from farming and ranching operations and that my gross annual revenue (receipts) from these operations is not in excess of \$2.5 million.

Fifty percent or less of my gross annual revenue (receipts) is received from farming and ranching operations and that my gross annual revenue (receipts) from all agriculture and nonagricultural sources is not in excess of \$2.5 million.

8B. SIGNATURE OF PRODUCER
Long Family Land & Cattle Co. Lisa Long

DATE
7-9-97

U.S. Department of Agriculture
Commodity Credit Corporation

Livestock Indemnity Program
Application Entitlement Report

A - APPLICATION INFORMATION

Application No.	Livestock Kind	Type	Eligible No. of Head Lost	Payment Rate	Covered Loss
76	BEEF	NON ADULT - LESS THAN 400 LBS. ADULT - BEEF COW	14 227	\$97.50 \$210.00	\$1,365.00 \$47,670.00
TOTAL			241		\$49,035.00

PART B - PRODUCER SHARE INFORMATION

Producer	Share	Pymt Ind	Covered Loss	Payment Limitation Reduction	Net Covered Loss
LONG FAMILY LAND & CATTLE INC. PO BOX 272 TIMBER LAKE SD 57656-0272 460395501 E	ALL	Y	\$49,035.00	\$0.00	\$49,035.00

DISCLAIMER: The covered loss amounts reflected on this entitlement report include estimated payment rates set at national market value averages and may vary due to changes in availability of funds, producer eligibility, payment limitation, or producer shares. The distribution of this entitlement report does not in any way obligate CCC to disburse the covered loss amounts reflected.

The program or activity will be conducted on a nondiscriminatory basis without regard to race, color, religion, national origin, age, sex, marital status, or disability.

REPRODUCE LOCALLY. Include form number and date on reproductions.

CCC-661W
(06-18-97)

U. S. DEPARTMENT OF AGRICULTURE
Commodity Credit Corporation

LOSS CALCULATION WORKSHEET

1. FSA COUNTY OFFICE NAME

Dewey Co FSA

2. APPLICATION NUMBER

76

3. PRODUCER ID NUMBER

46-0395501

4. PRODUCER NAME

Long Family Land & Cattle

Enter applicable Livestock/Foultry Type(S) from Form CCC-661, Item 6 →

Type

Type

Seven adult
Beef less
400lb

Adult cow
or
Beef

5. Beginning Inventory of Livestock Type (CCC-661, Item 6d)

119

349

6. Total Number of Head Lost (CCC-661, Item 7d)

29

230

7. Mortality Rate for Applicable Livestock Type (Notice DF-303, Exhibit 1).

2.5

.8

8. Loss Threshold (Item 5 x Item 7, round to nearest whole number.)

3.0

3.0

9. Eligible Number of Losses (Item 6 minus Item 8. If Item 6 is less than or equal to Item 8, enter zero and STOP.)

26

227

10. Payment Rate for Applicable Livestock Type, (Notice DF-303, Exhibit 1).

97.50

210

11. Producers Share (CCC-661, Item 5)

All

All

12. Covered Loss (Item 9 x Item 10 x Item 11). Round to whole dollars.

2535

47670

13. Total Payment (Add all Type entries in Item 12).

\$

50205

14. If Item 13 is less than \$50,000, enter zero. If Item 13 is greater than 50,000, enter the result of Item 13 minus \$50,000.

\$

205

15. Total eligible payment (Item 13 minus Item 14).

\$

50000

16. Factored Payment (Item 15 times the National Factor, after

\$

Settlement Statement

Sale of House in Timber Lake

\$30,000.00

Sale Expenses

Dave Von Wald Attorney (Purchase Contract,

Adv., Deed etc.)

\$ 366.85

R. A. Enright- showing house

200.00

Cleaning supplies

77.77

Survey

147.00

Property Ins.

303.00

Moreau Grand Elec.

50.16

Repairs

112.84

Clearing Pansy Boysen

607.25

Clearing Wayne Boysen

472.50

Real Estate Taxes

1,311.21

Title Ins

91.88

Transfer fee

30.00

Total

\$3,821.36

Net from sale

\$26,478.64

Previous Credit

\$10,000.00

Balance to be deducted from lease purchase option price on
farmland.

\$16,478.64

House closed 10-7-97

PLAINTIFF'S
EXHIBIT

15

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

ASSIGNMENT OF INTEREST

Bank of Hoven 46-0108210
Lender I. D. No.
PO Box 7
Address Hoven, SD 57450
Zip Code

Long Family Land & Cattle Co. Inc.
Borrower Box 272
Address Timber Lake, SD 57656
Zip Code

G922D1A0103 5-15-92
Guaranty Certificate Number and Date

Insurance Agreement Number and Date

1. In consideration of \$ 378,340.23 received from the United States Government, representing 84 % of the net loss claimed by the Lender as provided in the Guaranty Certificate or Loan Insurance Agreement executed by the Commissioner of Indian Affairs, in the amount of \$ 428,930.00, the undersigned hereby grants, conveys, transfers, and sets over unto the United States Government all its right, title and interest, now and in the future to come, in the following promissory note and collateral securing documents.
2. Promissory note executed by Long Family Land & Cattle Co. Inc., dated 4-1-97, in the amount of \$ 420,515.40, bearing interest at the rate of 9.50 % per annum, having a balance this date of \$ 420,515.40 unpaid principal and \$ 29,889.64 unpaid accrued interest & Late Charges.
3. The following documents are hereby assigned to the United States Government:
 - a) Promissory note dated 4-1-97, in the amount of \$ 420,515.40.
 - b) S/A dated 4-1-97 & 9-28-88
 - c) S/A dated 1-8-97
 - d) Personal Guarantees dated 4-1-97
 - e) UCC/EFS dated 10-18-88
 - f) Promissory Notes dated 4-1-97



12-30-97
Date

Bank of Hoven
Lender
By James E. Nelson
Title AVP

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

ASSIGNMENT OF INTEREST

Bank of Hoven 46-010821
Lender I. D. No.
PO Box 7
Address
Hoven, SD 57450
Zip Code

Long Family Land & Cattle Co. Inc.
Borrower
Box 272
Address
Timber Lake, SD 57656
Zip Code

G924C1A0113 2-22-93
Guaranty Certificate Number and Date

Insurance Agreement Number and Date

1. In consideration of \$ 14,628.32 received from the United States Government, representing 80 % of the net loss claimed by the Lender as provided in the Guaranty Certificate or Loan Insurance Agreement executed by the Commissioner of Indian Affairs, in the amount of \$ 60,000.00, the undersigned hereby grants, conveys, transfers, and sets over unto the United States Government all its right, title and interest, now and in the future to come, in the following promissory note and collateral securing documents.
2. Promissory note executed by Long Family Land & Cattle Co. Inc., dated 4-1-97, in the amount of \$ 17,604.73, bearing interest at the rate of 9.50 % per annum, having a balance this date of \$ 17,604.73 unpaid principal and \$ 680.68 unpaid accrued interest. & Late Charges
3. The following documents are hereby assigned to the United States Government:
 - a) Promissory note dated 4-1-97, in the amount of \$ 17,604.73.
 - b) S/A dated 4-1-97 & 9-28-88
 - c) S/A dated 1-8-97
 - d) Personal Guarantees dated 4-1-97
 - e) UCC/EFS dated 10-18-88
 - f)

12-30-97
Date

Bank of Hoven
Lender
By James E. Nelson
Title AVP

EXHIBIT 17

12/01/98

Steve Hageman, CEO
Bank of Hoven
P. O. Box 7
Hoven SD 57450

Dear Steve:

This letter is a request for a 60 day extension on the land that Ronnie long has deeded to Bank of Hoven. I have 4 possibilities of refinancing and paying the debt off against the land that the bank holds the deed on. This will allow me the necessary time to try and secure financing for this endeavor. I have a bank interested and will be looking at the land in the next day or two. I also have been working on investors and have a individual out of Nebraska that is interested and this will allow me time to work out the necessary details to make this a reality.

Ronnie Long





BANK OF HOVEN

FAX (605) 948-2198

TELECOPIER COVER LETTER

TO John Lemka or Harley Henderson DATE 12-2-98

FROM: Charles Simon, BOH # OF PAGES 1

RE: _____

RECEIVED
DEC 4 1998
C.R.S.T. TRIBAL
COURT

COMMENTS/ACTION This letter will notify you and Ronnie Long that there will be no extension of time from the December 5, 1998 deadline for option to purchase. Possession of this property by lessee, Long Family Land and Cattle Company, Inc., will terminate on December 5, 1998.

Charles Simon, BOH

REPLY REQUESTED: YES () WHEN: _____
NO ()

FOR CONFIDENTIALITY ONLY
The information contained in this facsimily message is legally privileged or entity above. If the reader of this message is not the intended recipient you are hereby notified that any dissemination, distribution or copy of this telecopy is strictly prohibited. If you have received this telecopy in error, please immediately notify us by telephone and return the original message to us at the address below via the U.S. Postal Service.

THANK YOU!



PO BOX 7 • Hoven, South Dakota 57450 • Phone (605) 948-2026



37-184
3-22-99

QUIT CLAIM DEED--State Form

43-257A

Bank of Hoven, A Corporation, PO Box 7

grantor of Potter

County, State of South Dakota for and in consideration of

Forty Nine Thousand Six Hundred Dollars and no/100 Dollars.

convey and quit claim to Ralph H Pesicka Jr. and Norma J. Pesicka the

grantees, of Timber Lake, SD P. O. all interest in the following described real

estate in the County of Dewey in the State of South Dakota:

East Half of Section One, Township Fifteen, Range Twenty Four
(E 1/2 1-15-24) Dewey County, South Dakota.

Transfer Fee
\$50.00 fl.

210 Remitt

D. H. sold 155/acre to Pesicka

320 06



Dated this 17th day of March 1999

Bank of Hoven, A Corporation

[Signature]
VP

66494
STATE OF SOUTH DAKOTA } ss.
County of Dewey }
OFFICE of REGISTER of DEEDS
Filed for record the 22nd day of
March 1999, at
9 o'clock and 30 Minutes A.M.,
and recorded in Book 37 of Deeds
on page 189
[Signature]
Register of Deeds.
By *[Signature]* Deputy.
FL 1000
Prepared by Nancy Rausch
Bank of Hoven
Box 7, Hoven, SD 57450
Phone 605-948-2216

STATE OF SOUTH DAKOTA. } ss.
County of Potter }
On this the 17th day of March 1999 before
me Nancy K. Rausch, A Notary Public this undersigned
officer, personally appeared Brent Heinert

known to me or satisfactorily proven to be the person whose
name subscribed to the within instrument and acknowl-
edged that he executed the same for the purposes therein
contained.

In witness whereof I hereunto set my hand and official seal.

[Signature]
Nancy K. Rausch

A Notary Public

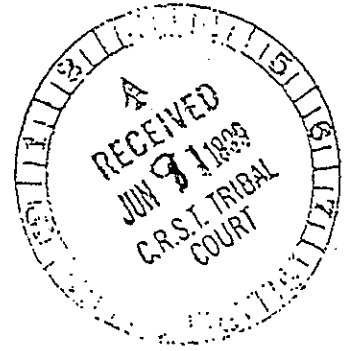
Title of Office

NANCY K. RAUSCH
Notary Public, POTTER COUNTY, S. DAK
My Commission Expires APRIL 10, 2001

My commission expires

10

DAVID A. VON WALD
ATTORNEY-AT-LAW
P.O. BOX 488
HOVEN, SOUTH DAKOTA 57450



Telephone: (605) 948-2550
Fax: (605) 948-2236
E-Mail: dvonwald@sullybuttes.net

June 4, 1999



Cheyenne River Sioux Tribal Court
Attention: Dale Charging Cloud
P.O. Box 120
Eagle Butte, South Dakota 57625

Re: Bank of Hoven v. Long Family Land & Cattle Co., Inc.

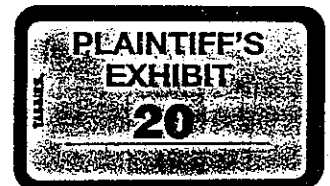
Dear Mr. Charging Cloud:

Enclosed please find a Notice to Quit which I would like served on Long Family Land & Cattle Co, Inc., Ronnie Long, President. Send your Return of Service with your billing to my office after service has been completed. I would appreciate it if you would serve it immediately. Thank you.

Sincerely,

David A. Von Wald

DAVW/jh
Encl.



CFC

10

NOTICE TO QUIT

TO: Long Family Land & Cattle Co., Inc. and
Ronnie Long

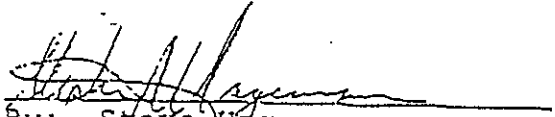
Notice is hereby given and demand made by Bank of Hoven to Long Family Land & Cattle Co., Inc. and Ronnie Long that you must immediately quit possession of the real estate described below and to remove all cattle or other livestock owned by you. Notice is further given that Bank of Hoven intends to seek the damages set out by SDCL 21-3-8 in the event you do not immediately terminate your possession of the real estate.

The East Half (E $\frac{1}{2}$) of Section One, Township Fifteen North, Range Twenty-four (1-15-24), East of the Black Hills Meridian;

The Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty-five (25), all of Section Twenty-eight (28), the East Half (E $\frac{1}{2}$) of Section Thirty-two (32), the Northeast Quarter (NE $\frac{1}{4}$), the West Half of the Northeast Quarter of the Northwest Quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$), the Southeast Quarter of the Northeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$), the West Half of the Northwest Quarter (W $\frac{1}{2}$ NW $\frac{1}{4}$) and the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$) and the South Half (S $\frac{1}{2}$) of Section Thirty-three (33); and the Southwest Quarter (SW $\frac{1}{4}$) of Section Thirty-four (34), all in Township Seventeen (17) North, Range Twenty-five (25), East of the Black Hills Meridian, subject to easements, reservations and conveyances, if any, existing and of record, all in Dewey County, SD.

Dated this 19th day of May, 1999.

BANK OF HOVEN


By: Steve Hageman,
Its President

CAC

Timber Lake

EXHIBIT 10

CHEYENNE RIVER SIOUX TRIBE

CERTIFICATE OF SERVICE

I the undersigned CRST Tribal Officer received and served the NOTICE TO QUIT for Long Family Land & Cattle Co. on this 16 day of June 1999 at 11:25 am/pm at Timber Lake, SD

Joe Mims C.R.S.
OFFICER, CHEYENNE RIVER SIOUX TRIBE

CASE INFORMATION

Letter of request from David A. Von Wald, Attorney At Law., P.O. Box 468, Hoven, SD 57450.

Sharon Long

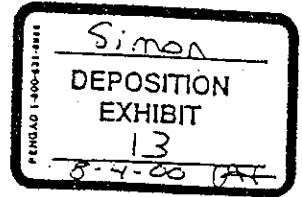
RESIDENCE - Timber Lake Area

Reviewed and approved for service

Leisa Bluespruce, Chief Judge

11/15/99
Date approved

Will be billed for \$20.00 upon proof of service. Please return the Certificate of Service to the Court Administrator.



CONTRACT FOR DEED

* * * * *

This Agreement, made and entered into and executed in duplicate this 25th day of June, 1999, by and between Bank of Hoven, a South Dakota Banking Corporation, of P.O. Box 7, Hoven, South Dakota 57450, Seller, and Edward Maciejewski and Mary Jo Maciejewski, husband and wife, as tenants in common and not as joint tenants, of HCR 64, Box 6, Timber Lake, South Dakota 57656, Buyers, WITNESSETH:

That for the consideration hereinafter named, the Seller has sold and does hereby agree to convey to the Buyers, by good and sufficient Warranty Deed, free and clear of all taxes, liens, and encumbrances, except as hereinafter provided, the real estate situated in Dewey County, South Dakota, described as follows:

Parcel One:

The Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty Five (25), all of Section Twenty Eight (28), and the the Southwest Quarter (SW $\frac{1}{4}$) of Section Thirty Four (34), all in Township Seventeen (17), Range Twenty Five, East of the Black Hills Meridian;

Parcel Two:

The East Half (E $\frac{1}{2}$) of Section Thirty Two (32), the East Half (E $\frac{1}{2}$), the Southwest Quarter (SW $\frac{1}{4}$), the South Half of the Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$), the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$), the South Half of the Northeast Quarter of the Northwest Quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$), and the Northwest Quarter of the Northeast Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Thirty Three (33), all in Township Seventeen (17), Range Twenty Five (25), East of the Black Hills Meridian;

all subject to easements, reservations, and conveyances if any, existing and of record,

upon the terms hereinafter stated, and the Buyers do hereby agree to purchase said real estate from the Seller, at the price, in the manner, and upon the terms hereinafter set forth.



PURCHASE PRICE:

The purchase price for the real estate described in Parcel One above is Two Hundred One Thousand Six Hundred Dollars (\$201,600.00), and shall be paid as follows, to-wit: The sum of Forty Thousand Three Hundred Twenty Dollars (\$40,320.00) shall be paid as a down payment, upon the execution of this contract and the remaining balance of purchase price in the amount of One Hundred Sixty One Thousand Two Hundred Eighty Dollars (\$161,280.00) shall be paid in ten (10) equal amortized annual installment payments, with the first such installment payment due and payable on March 1, 2000, in the amount of Twenty Three Thousand Two Hundred Twenty Nine and 59/100 Dollars (\$23,229.59), and thereafter the sum of Twenty Two Thousand Two Hundred Twenty Nine and 59/100 Dollars (\$23,229.59) is due and payable on the first day of March in each succeeding year until the final payment of Twenty Three Thousand Two Hundred Twenty Nine and 54/100 (\$23,229.54) shall be due and payable on March 1, 2009. The deferred balance of purchase price in the amount of One Hundred Sixty One Thousand Two Hundred Eighty Dollars (\$161,280.00) shall draw interest at the rate of 7.75% per annum, upon the balance thereof remaining unpaid from and after June 25, 1999, interest being included in the above mentioned installment payment, all according to the schedule thereof hereto annexed as Schedule "A", and by this reference thereto made a part hereof.

The purchase price for the real estate described in Parcel Two above is the sum of One Hundred Ninety Nine Thousand Five Hundred Dollars (\$199,500.00) and shall be payable as follows: The sum of Thirty Nine Thousand Nine Hundred Dollars (\$39,900.00) as a down payment shall be paid upon Buyers obtaining possession of Parcel Two, and the remaining balance of purchase price in the amount of One Hundred Fifty Nine Thousand Six Hundred Dollars (\$159,600.00) shall be paid in ten (10) equal annual amortized installment payments with the first such payment due on March 1, after the year Buyers obtain possession for the crop year, and thereafter an equal annual amortized payment shall be due on the 1st day of March in each succeeding year, until the full purchase price has been paid. The deferred balance of purchase price in the amount of One Hundred Fifty Nine Thousand Six Hundred Dollars (\$159,600.00) shall draw interest at the rate of 7.75% per annum, upon the balance thereof remaining unpaid from and after the date of possession of said real estate.

ITEMIZED PURCHASE PRICE:

It is agreed between the parties hereto that the depreciable assets located on Parcel One are sold for \$18,050.00 and on Parcel Two for \$22,684.00.

PREPAYMENT:

The Buyers shall have the option or privilege of making payments in advance on either purchase price or interest, at any time, and in any amount.

POSSESSION DATE:

The Buyers shall be entitled to possession of Parcel One upon the payment of the down payment, and shall be entitled to possession of Parcel Two when the current lessee quits possession of the real estate, either voluntarily or involuntarily. It is specifically understood that Long Family Land & Cattle Company, Inc., is currently grazing cattle on Parcel Two, and Rhonda Long is living in a house located on Parcel Two and that the Bank of Hoven is in the process of evicting the lessee and Rhonda Long from said real estate. Due to the uncertainties of litigation, it is impossible to accurately predict when the lessee shall be evicted from the real estate, but that upon either eviction or voluntary surrender of the real estate, by the past lessee, Buyers shall be entitled at that time to possession of said real estate or if eviction is not accomplished prior to June 1st of any year, then Buyers shall be entitled to possession by June 1st of the year following eviction.

MINERAL RIGHTS:

All right, title and interest which the Seller now has and holds in and to all oil, gas, and other minerals in and under said real estate, of every nature, are sold to the Buyers as part of the property sold under this Contract for Deed, for the consideration hereinbefore named, and shall pass to the Buyers by virtue of the Warranty Deed hereinafter referred to.

TAXES:

The Seller will pay the first half of the 1999 real estate taxes and the taxes for all prior years for Parcel One, and the Buyers shall pay the second half of the 1999 real estate taxes for Parcel One, which become due and a lien on January 1, 2000,

and the taxes for all subsequent years before the same shall become delinquent.

FARM PAYMENTS:

The Seller shall be entitled to keep one-half of the agricultural subsidy payments or any other governmental farm payment for the year 1999 for Parcel One, and the Buyers shall be entitled to receive the remaining one-half.

PARCEL TWO:

In the year that Buyers obtain possession of Parcel Two, for the crop year, (which is defined as prior to June 1st of any year) the Buyers shall receive all government payments attributable to that year and pay the real estate taxes attributable to that year and the taxes for all subsequent years. Interest on the unpaid balance shall then commence on the date of possession of Parcel Two.

MACHINERY:

Currently Long Family Cattle Company, Inc., or Ronald Long, has machinery located on some of the above described real estate, and Seller, or its agent, or agents, shall be entitled to enter upon the real estate for the purposes of removing any machinery owned by Long Family Cattle Company, Inc., or Ronald Long.

TITLE INSURANCE AND WARRANTY DEED:

The Seller shall pay the costs of a policy of title insurance, and that when the full purchase price, together with all interest and taxes have been paid in full, the Seller shall make, execute and deliver to the Buyers, a good and sufficient Warranty Deed conveying said real estate to Buyers. Seller shall also pay the transfer fee.

TIME OF ESSENCE:

The time of payment of said annual payments of purchase price, together with principal and interest, along with all taxes, shall be considered as of the essence of this contract and that a failure to pay such purchase price, interest or taxes before they become delinquent, shall constitute a default in the terms and conditions of this contract, and thereupon the Seller may, at its option, declare the full amount unpaid under this

06-25-1999

** AMORTIZATION SCHEDULE **

09:31:14

(Actual/365)

Page 1

Payment #	Date	Interest	Principal	Balance
10	06/25/99	7.750%	\$161280.00	\$161280.00
1	03/01/00	8561.10	14668.49	146611.51
YEAR	2000	8561.10	14668.49	146611.51
2	03/01/01	11362.39	11867.20	134744.31
YEAR	2001	11362.39	11867.20	134744.31
3	03/01/02	10442.68	12786.91	121957.40
YEAR	2002	10442.68	12786.91	121957.40
4	03/01/03	9451.70	13777.89	108179.51
YEAR	2003	9451.70	13777.89	108179.51
5	03/01/04	8406.88	14822.71	93356.80
YEAR	2004	8406.88	14822.71	93356.80
6	03/01/05	7235.15	15994.44	77362.36
YEAR	2005	7235.15	15994.44	77362.36
7	03/01/06	5995.58	17234.01	60128.35
YEAR	2006	5995.58	17234.01	60128.35
8	03/01/07	4659.95	18569.64	41558.71
YEAR	2007	4659.95	18569.64	41558.71
9	03/01/08	3229.62	19999.97	21558.74
YEAR	2008	3229.62	19999.97	21558.74
10	03/01/09	1670.80	21558.74	0.00
YEAR	2009	1670.80	21558.74	0.00

Payment Amount \$ 23229.59
Final Payment Amount \$ 23229.54

SCHEDULE "A"

PRINTED BY BROWN & BAENDER, SIOUX FALLS, SD 57104

Plains Commerce Bank, a South Dakota Banking Corporation, formerly known as Bank of Hoven, grantor
of P.O. Box 7, Hoven, Potter County, State of South Dakota 57450, for and in consideration of
for a good and valuable consideration, and One Dollar (\$1.00), Dollars,
GRANTS, CONVEYS AND WARRANTS TO Edward Maciejewski and Mary Jo Maciejewski, husband and
wife, as joint tenants with the right of survivorship and not as tenants in common,
grantee s., of HCR 64, Box 6, Timber Lake, South Dakota 57656, P. O., the following described
real estate in the County of Dewey, in the State of South Dakota:

The Northwest Quarter (NW¼) of Section Twenty Five (25),
all of Section Twenty Eight (28), and the Southwest Quarter
(SW¼) of Section Thirty Four (34), all in Township Seventeen
(17), Range Twenty Five (25), East of the Black Hills Meridian,
subject to easements, reservations and conveyances, if any,
existing and of record.

Transfer Fee: \$202.00

Dated this 11th day of January, 2002.

(Corporate Seal) ✓

Plains Commerce Bank, a South Dakota
Banking Corporation
By: s/ Stephen A. Hageman
Its President

STATE OF South Dakota)
County of Potter)ss

On this 11th day of January, 2002, before me, David A. Von Wald, the undersigned officer,
personally appeared Stephen A. Hageman, who acknowledged himself to be the President of the Plains
Commerce Bank, a South Dakota Banking Corporation, and that he, as such President, being authorized so to do,
executed the foregoing instrument for the purposes therein contained, by signing the name of the
corporation by himself as President.

(SEAL) ✓

s/ David A. Von Wald
David A. Von Wald, Notary Public

My Commission Expires: July 22, 2007

Prepared by:
David A. Von Wald
Attorney-at-Law
Box 468
Hoven, So. Dak 57450
Tel. (605) 948-2550

STATE OF SOUTH DAKOTA, County of Dewey, ss.

Filed for record this 16th day of January, A. D., 2002, at 10:50 o'clock
A. M., and recorded in Book 40 of Deeds on page 318

Register of Deeds
Seal ✓

Fee, \$10.00

Jean Goldstein Tihle
Register of Deeds.
By Deputy.

MONEY LOANED TO LONGS 12-12-96 TO 2-12-97

12-10-96	Lease (due October 31, 1996)		\$16,718.46
12-14-96	New note for used snowmobile		2,250.00
12-14-96	Operating		
12-14-96	F/L	\$1,000.00	
	Misc. (old bill)	100.00	
1-15-97	Fuel (old bill)	822.49	
1-21-97	Utilities	142.47	
	Repairs (old bill)	357.99	
1-27-97	Fuel (old bill)	258.80	
	Misc. (old bill)	314.52	
1-27-97	F/L living	800.00	
2-12-97	Fuel, supplies, repairs, feed	<u>1,203.73</u>	
	Old bills		<u>5,000.00</u>
	Total loaned to Longs from 12-10-96 to 2-12-97		<u>\$23,968.46</u>



Amended

PLAINTIFFS' DAMAGES

1997

230 cows died 1/97 @ \$620 =	\$142,600.00
260 mixed steer & heifer yearlings died 1/97 @ \$700 =	182,000.00
10 yearling culls @ \$700 =	7,000.00
CRP Annual Payment =	<u>44,198.00</u>
	\$375,798.00
-FEMA Payment	<u>-48,000.00</u>
	\$327,798.00
Operating Expense (34%)	<u>-112,744.00</u>
	<u>\$215,054.00</u>

**PLAINTIFF'S
EXHIBIT**

23

1998

230 cows died 1/97 @ 90% calf crop = 207 calves
which would have been born in 1998

207 yearlings would have been born in 1997 @ \$600 = \$124,200.00

Operating Expenses -42,228.00

\$ 81,972.00

CRP Annual Payment =

44,000.00

1998

\$125,972.00

1999

330 cows @ 90% calf crop = 297 calves born 1999	
207 yearlings would have been born in 1998 @ \$700 =	\$144,900.00
Operating Expenses	<u>-49,266.00</u>
	\$ 95,634.00
FSA Payment =	23,000.00
Use of Land =	<u>65,000.00</u>
	<u>\$183,634.00</u>

2000

330 cows @ 90% calf crop = 297 calves that
would have been born in 2000

297 yearlings would have been born in 1999 @ \$800 = \$237,600.00

Operating Expenses -80,786.00

\$156,814.00

FSA Farm Program Payment = 23,000.00

Use of Land = 65,000.00

\$244,814.00

2000

\$244,814.00 Loss

2001

330 cows @ 90% calf crop = 297 calves that
would have been born in 2001

297 yearlings would have been born in 2000 @ \$800 = \$237,600.00

Operating Expenses (34%) -80,784.00

\$156,816.00

FSA Payment = 23,000.00

Use of Land = 55,000.00

\$234,816.00

2001

\$234,816.00

Loss

2002

330 cows @ 90% calf crop = 297 calves that would have been born in 2002 @ \$420 330 x \$420 =	\$138,600.00
297 yearlings would have been born in 2001 @ \$700 =	207,900.00
Operating Expenses	<u>-117,800.00</u>
	\$228,700.00
FSA Payment =	23,000.00
Use of Land =	50,000.00
Replace Fences =	<u>9,000.00</u>
	<u>\$310,700.00</u>

Summary

1997	\$ 215,054
1998	125,972
1999	183,634
2000	244,814
2001	234,816
2002	<u>310,700</u>
	\$1,314,990

In addition, BIA claims that Longs owe BIA \$392,968
for the \$392,968 that BIA paid to Bank of Hoven under the guarantees.

392,968

\$1,707,958

NOTES AND COMPUTATIONS

At the hearing held July 30, 1999, Maciewjewski
@ Tr. 73-76 placed the annual use value at \$10,000 per quarter = \$62.50 per acre.

We are using \$31.50 per acre x 1,905
acres = \$60,000 ÷ 12 quarters
(Parcels 1 and 2) = \$5,040 per quarter = \$31.50 per acre

For 2 quarters, 320 acres we are
using \$31.50 per acre = \$2,500 per quarter = \$15.62 per acre

1,905 acres =	\$60,000
320 acres =	<u>5,000</u>
Use value per year	<u>\$65,000</u>

Lost	230	cows
Bought	<u>110</u>	(supposed to buy)
	340	
	<u>-10</u>	cull heifers
	<u>330</u>	head of cows

Parcel 1 – 6 quarters, 960 acres
Parcel 2 – 6 quarters, 960 acres
Parcel 3 – 320 acres

ANNUAL FSA FARM PROGRAM PAYMENTS

6/30/01	Maciejewski, Inc. (PFC) FSA Farm Program Payment, Parcel 1	\$5,896.00
9/5/00	Maciejewski, Inc. (MLA) FSA Farm Program Payment, Parcel 1	6,397.00

Parcel 1: 960 acres (6 quarters)

6/30/00	Bank of Hoven (PFC) Parcel 2	\$5,098.00
9/5/00	Bank of Hoven (MLA) Parcel 2	5,531.00

Parcel 2: 945 acres (6 quarters minus 15 acres)

\$22,922.00

NOTES AND COMPUTATIONS

We are using \$31.50 per acre x 1,905
acres = \$60,000 (Parcels 1 and 2) = \$31.50 per acre

For 2 quarters, 320 acres we are
using \$15.62 per acre = \$5,000 = \$15.62 per acre

1,905 acres = \$60,000
320 acres = 5,000
Use value per year \$65,000

Lost 230 cows
Bought 110 (supposed to buy)
340
-10 cull heifers
330 head of cows

Parcel 1 - 6 quarters, 960 acres
Parcel 2 - 6 quarters, 960 acres
Parcel 3 - 320 acres



ANNUAL FSA FARM PROGRAM PAYMENTS

6/30/01	Maciejewski, Inc. (PFC) FSA Farm Program Payment, Parcel 1	\$5,896.00
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Parcel 2: 945 acres (6 quarters minus 15 acres)

\$22,922.00



ANNUAL FSA FARM PROGRAM PAYMENTS

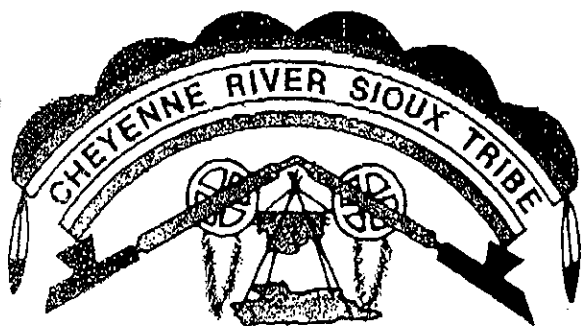
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9/5/00	Bank of Hoven (MLA) Parcel 2	5,531.00

Parcel 2: 945 acres (6 quarters minus 15 acres)

\$22,922.00



TRIBAL ENROLLMENT
PO BOX 325
EAGLE BUTTE, SOUTH DAKOTA 57625
605-964-6612/6613
FAX: 605-964-6614

December 9, 2002

TO WHOM IT MAY CONCERN:

This is in regards to Edward and Mary Jo (Kraft) Macijewski and Ralph and Norma (Long) Pesicka. They are not enroll with the Cheyenne River Sioux Tribe.

Should you have any question please feel free to call.

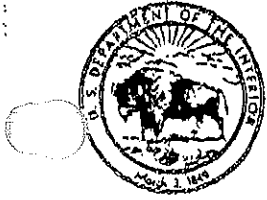
Thanking you for your time and consideration of this letter.

Sincerely,

CHEYENNE RIVER SIOUX TRIBE

Charlene Anderson
Enrollment Research Specialist

PLAINTIFF'S
EXHIBIT
26



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS
CHEYENNE RIVER AGENCY
EAGLE BUTTE, SOUTH DAKOTA 57626

IN REPLY REFER TO:

September 4, 2002

Administration

Ron and Lila Long dba Long Family Land and Cattle Co., Inc.
P.O. Box 272
Timber Lake, SD 57656

Dear Mr. and Mrs. Long,

This is in reference to the two (2) Guaranty Loans that were assigned to the BIA for servicing for a total amount outstanding of \$438,120.13, plus accrued interest and late charges (see attached copies of promissory notes). Our records indicate the notes were assigned to the BIA by the Bank of Hoven (aka Plains Commerce Bank) on 12/27/99. As of this date, you have not made any payments nor have you made any attempt to resolve these delinquencies.

Over a 3-year period, we released a total of \$113,009.90 to you with the understanding that you would make every attempt to rectify the delinquencies. However, we simply cannot continue to release proceeds that could be applied to your debt without an approved plan of repayment or restructuring.

On August 5, 2002, when you consulted with the Tribal Credit Officer, you were informed that we are holding a livestock auction check in the amount of \$1,936.36. This check will be released to you when you 1) present a plan for our consideration on how you will repay all or a part of your debt and resolve the delinquencies; and 2) provide an updated financial statement on each entity including a recent balance sheet and 2001 Income Tax Returns.

We believe this is a very serious matter that should demand your immediate attention. Please consult the Tribal Credit Office to once again review options to avoid further collection action on these notes. Please provide the above requested information within 30 days of the date of this letter. In the absence of this information by this deadline, the proceeds will be applied to your loan balance.

Sincerely,



Agency Superintendent

Cc: CRST Credit Office
Area Credit Office