

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

IN RE:

Bankruptcy No. 16-32428-KAC

James Roland Buschena and
Wendy Louise Buschena,

Debtors.

**DEBTORS-IN-POSSESSION'S MOTION FOR AUTHORITY
TO SELL LAND FREE AND CLEAR OF ALL LIENS, CLAIMS AND
ENCUMBRANCES**

COME NOW, James Roland Buschena and Wendy Louise Buschena, the Chapter 11 Debtors-in-Possession in the above-referenced bankruptcy estate, and file this Motion for Authority to Sell Land in Murray County, Minnesota, Free and Clear of All Liens, Claims and Encumbrances, and in support of their motion respectfully states as follows:

1. The Debtors are the individuals that filed for relief under Chapter 11 of the United States Bankruptcy Code on August 8, 2016.
2. A hearing on this motion will be held before the Honorable Katherine A. Constantine, U.S. Courthouse, Courtroom 2C, 2nd floor, 316 North Robert Street, St. Paul, Minnesota 55101 at 10:00 a.m. on October 5th, 2017 or as soon thereafter as counsel may be heard.
3. Any response to this motion must be filed and served not later than September 30, 2017, which is five days before the time set for the hearing (including Saturdays, Sundays, and holidays). **UNLESS A RESPONSE OPPOSING THE MOTION IS TIMELY FILED, THE COURT MAY GRANT THE MOTION WITHOUT A HEARING.**
4. This court has jurisdiction over this motion pursuant to 28 U.S.C. §157 and 1334, Fed.R.Bankr.P. 5005, and Local Rule 1070-1. This is a core proceeding. The case is now

pending in this court. The Court has not entered a Confirmation of the Debtors' Plan of Reorganization.

5. Pursuant to §541 of the United States Bankruptcy Code, the estate has come into possession of a fee title interest in real property located in Murray County, Minnesota, legally described on Exhibit "A" attached hereto (the "Property").

6. The Debtors' interest in the Property is subject to the mortgages of Bank of the West, recorded in the Office of Murray County, County Recorder and other encumbrances shown on Exhibit "B". There are no other encumbrances on the Property other than (a) a lease entered into by and between James Buschena and James Thovson, as amended, that terminates February 28, 2018, a true and correct copy of which is attached hereto as Exhibit "C" (the "Thovson Lease"), and (b) potential real estate taxes.

7. The Debtors estimate that the value of this Property is \$480,000. Bank of the West disputed the Debtors' valuation and has proposed to purchase the Property for \$807,500.00. Bank of the West's purchase will be made by crediting the amount of the purchase price against Bank of the West's claims against the Debtors herein in accordance with Bankruptcy Code § 363(k).

8. The Debtors have a good, sound business justification for the sale of this parcel. The land values are at a historic all time high and the Debtors must reduce their debt in order to achieve a confirmable plan. Bank of the West is consenting to the sale, and thereby Debtors have complied with Bankruptcy Code § 363(f)(2). There will be adequate notice of the sale and any party asserting they are prejudiced by this Motion and/or the proposed sale of the Property can object.

9. The sale of the Debtors' interest in the Property shall be free and clear of all liens, claims and encumbrances except for the Thovson Lease.

10. The Debtors-in-Possession intend to sell the Property to Bank of the West pursuant to the purchase agreement attached hereto as Exhibit "D" (the "Purchase Agreement"). Subject to Court approval, the sale will be closed on or before October 13, 2017.

11. The Debtors-in-Possession believe the sale, as proposed herein, is in the best interest of all creditors of the estate and should be approved. The Purchase Agreement constitutes the highest and best offer for the Property, and will provide a greater benefit for the estate than would be provided by any other available alternative. The Debtors-in-Possession's determination that the Purchase Agreement constitutes the highest and best offer for the Property constitutes a valid and sound exercise of their business judgment.

12. The Purchase Agreement was negotiated, proposed, and entered into by the Debtors-in-Possession and Bank of the West without collusion, in good faith, and from arm's length bargaining positions. Neither the Debtors-in-Possession nor Bank of the West engaged in any conduct that would cause or permit the Purchase Agreement to be avoided under section 363(n) of the Bankruptcy Code. Specifically, Bank of the West has not acted in a collusive manner with any person and the purchase price for the Property was not controlled by any agreement among potential bidders.

13. Bank of the West is purchasing the Property in good faith and should be afforded the protections of a good faith buyer within the meaning of section 363(m) of the Bankruptcy Code, and is therefore entitled to all of the protections afforded by that provision, and otherwise has proceeded in good faith in all respects in connection with purchasing the Property.

WHEREFORE, the Debtors-in-Possession pray for an Order of this Court approving the sale of the Property described herein upon the terms and conditions provided herein and in the Purchase Agreement, and for such other relief, at law or in equity, to which the Debtors-in-Possession show themselves justly entitled.

Dated this 12th day of September, 2017.

FLUEGEL, ANDERSON,
MCLAUGHLIN & BRUTLAG, CHTD.

/s/ David C. McLaughlin

David C. McLaughlin #127383

25 NW 2nd St., Suite 102

Ortonville, MN 56278

320-839-2549

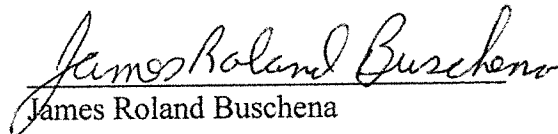
david.fhmab@midconetwork.com

VERIFICATION

STATE OF MINNESOTA)
) ss
COUNTY OF MURRAY)

I, J. Buschena am the Debtor. Based upon my personal information and belief, I declare under penalty of perjury that the facts set forth in the preceding MOTION are true and correct, according to the best of my knowledge, information and belief.

Dated this 11 day of Sept., 2017.


James Roland Buschena

VERIFICATION

STATE OF MINNESOTA)
) ss
COUNTY OF MURRAY)

I, W. Buschena am the Debtor. Based upon my personal information and belief, I declare under penalty of perjury that the facts set forth in the preceding MOTION are true and correct, according to the best of my knowledge, information and belief.

Dated this 11 day of Sept, 2017.

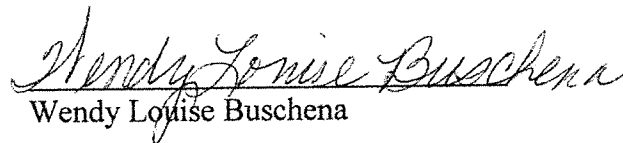

Wendy Louise Buschena

EXHIBIT A

NE 1/4 Sec 10, Twp 106, R 40; EXC that part of said NE 1/4 described as follows:

Commencing at the NE corner of the NE 1/4 of Sec 10-106-40, thence South on the east boundary line of said NE 1/4 at a distance of 958 feet to the point of beginning; thence West and Parallel to the North boundary line of said NE 1/4 a distance of 955 feet; thence south and parallel to the West boundary of said NE 1/4 a distance of 412 feet; thence east and parallel to the North boundary line of said NE 1/4 a distance of 405 feet; thence North and parallel to the East boundary line of said NE 1/4 a distance of 110 feet; thence East and parallel to the North boundary line of said NE 1/4 a distance of 550 feet; thence North and parallel to the east boundary line of said NE 1/4 a distance of 302 feet to the point of beginning and there terminating.

EXHIBIT B

Mortgage dated May 8, 2014 and recorded May 23, 2014 as Doc. # 246574

Mortgage dated May 8, 2014 and recorded May 23, 2014 as Doc. # 246576

7.a. Modification of mortgage dated March 23, 2015 and recorded April 13, 2015 as Doc. # 248364

Mortgage dated May 8, 2014 and recorded May 23, 2014 as Doc. # 246578

8.a. Modification of mortgage dated March 23, 2015 and recorded April 13, 2015 as Doc. # 248365

Assignment of rents dated May 8, 2014 and recorded May 23, 2014 as Doc. # 246575

0. Assignment of rents dated May 8, 2014 and recorded May 23, 2014 as Doc. # 246577

1. Assignment of rents dated May 8, 2014 and recorded May 23, 2014 as Doc. # 246579

EXHIBIT C

AMENDMENT TO FARM LEASE

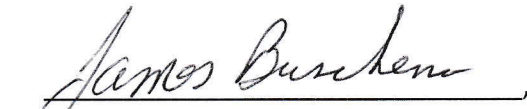
Amendment to farm lease dated March 1st 2016

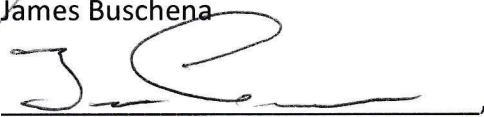
Lease Property: NE ¼ Sec. 10-106-N, R-40-W

Amendments:

Lessee have agreed to change the terms of the Lease from a Two (2) year lease to a One (1) Year, with 2017 being the single year for the lease agreement.

All other terms and Conditions shall remain as stated.



James Buschena


James Thovson

5-1-17
Date
5-1-2017
Date

PURCHASE AGREEMENT

James Roland Buschena and Wendy Louise Buschena, 2140 41st Street, Fulda, MN 56131, ("Seller" hereinafter, collectively), and Bank of the West, a California banking corporation ("Purchaser" hereinafter) agree as follows:

WHEREAS, Seller owns the Property (as that term is defined below); and

WHEREAS, Seller is the debtor and debtor-in-possession in bankruptcy Case No. 16-32428 (the "Bankruptcy Case") pending in the United States Bankruptcy Court for the District of Minnesota (the "Bankruptcy Court"); and

WHEREAS, Seller intends to file its motion under Bankruptcy Code §§ 363(b) and (f) for authority to sell the Property free and clear of all liens, claims, and encumbrances (the "Sale Motion"); and

WHEREAS, Purchaser has agreed to purchase the Property subject to the terms of this agreement if the Bankruptcy Court approves the Sale Motion.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser agree as follows:

- 1. PROPERTY PURCHASED.** Seller sells and Purchaser purchases the following described real property, including the improvements thereon (the "Property"):

NE 1/4 Sec 10, Twp 106, R 40; EXC that part of said NE 1/4 described as follows:

Commencing at the NE corner of the NE 1/4 of Sec 10-106-40, thence South on the east boundary line of said NE 1/4 at a distance of 958 feet to the point of beginning; thence West and Parallel to the North boundary line of said NE 1/4 a distance of 955 feet; thence south and parallel to the West boundary of said NE 1/4 a distance of 412 feet; thence east and parallel to the North boundary line of said NE 1/4 a distance of 405 feet; thence North and parallel to the East boundary line of said NE 1/4 a distance of 110 feet; thence East and parallel to the North boundary line of said NE 1/4 a distance of 550 feet; thence North and parallel to the east boundary line of said NE 1/4 a distance of 302 feet to the point of beginning and there terminating.

- 2. PURCHASE PRICE AND PAYMENT.** The purchase price of the Property is \$807,500.00 (the "Purchase Price"). Purchaser shall pay the purchase price by offsetting the Purchase Price against the obligations Seller owes Purchaser, pursuant to Bankruptcy Code § 363(k).
- 3. DELIVERY OF DEED.** Seller shall convey marketable title to the Property by a Conveyance of Real Property of the Estate in the form attached hereto as Exhibit "A", in accordance with Minnesota Bankruptcy Court Local Rule 6004-1(f) and Local Form 6004-1 (the "Conveyance Document").

4. **TITLE INSURANCE.** Purchaser shall have the right to obtain proof of title with an owner's title insurance policy issued by Stewart Title Guaranty Company (the "Title Company"), in the face amount of (\$950,000.00). A title commitment shall be issued before closing and a title insurance policy shall be issued immediately after closing. The Title Company's title insurance policy shall be its standard extended coverage ALTA form owner's policy of title insurance, insuring in the amount of \$950,000.00, and insuring that title to the Property is vested of record in Purchaser on the closing date, subject only to permitted title exceptions and any other exceptions acceptable to Purchaser. Purchaser shall pay the cost of the title insurance. If requested by Purchaser, Seller will take all reasonable steps to remove any title defects which appear in the title commitment.
5. **GOVERNMENT PROGRAMS.** Seller shall transfer any federal farm program base acres associated with the Property to Purchaser.
6. **CRP CONTRACT.** If all or any portion of the Property is subject to a Conservation Reserve Program (CRP) contract, then Seller shall assign the CRP contract payments for all crop years after the date of closing to Purchaser, and Purchaser shall assume all obligations under such contract. If Purchaser violates or terminates such contract, Purchaser shall indemnify Seller and Seller's previous tenant, if any, against any liability for repayment of benefits under such contract. Each party shall cooperate with the other to facilitate the assignment of the CRP contract.
7. **TAXES.** Purchaser shall be obligated to pay real estate taxes owed for any period prior to the closing date, as well as prorated real estate taxes for 2017 beginning as of the closing date.
8. **ASSESSMENTS.** Seller will pay all assessments levied or to be levied against the Property for improvements completed prior to closing.
9. **UTILITIES.** Seller will pay all charges for all utility services provided to the Property, if any, up to the closing.
10. **POSSESSION AND RENTS.** Purchaser will have possession of the Property as of the date of closing. However, the Property is subject to a lease entered into by and between Sellers and James Thovson that terminates February 28, 2018, and the rents from 2017 shall remain the property of the Seller's bankruptcy estate. A true and correct copy of the lease entered into by and between Sellers and James Thovson is attached hereto as Exhibit "B".
11. **CLOSING.** This transaction will be closed on or before October 13, 2017 and shall take place at the office of the Title Company. At the closing, Seller shall deliver to Purchaser:
 - a. The signed Conveyance Document;
 - b. An affidavit pursuant to the Foreign Investment and Real Property Tax Act, if requested by the Title Company; and

EXHIBIT D

- c. Any other affidavits and/or other documents requested by the Title Company.
- 12. CLOSING FEES AND COSTS.** Seller shall pay on or before closing (i) Seller's share of the prorated assessments and utilities as set forth in Sections 8 and 9 hereof, (ii) recording costs associated with the release of any liens or encumbrances against the Property (other than liens or encumbrances in favor of Purchaser), (iii) Seller's attorney's fees incurred in connection with the negotiation of and performance under this agreement and the Sale Motion, and (iv) all other expenses stipulated to be paid by Seller under other provisions of this agreement. Purchaser shall pay (i) recording costs associated with the release of any liens or encumbrances in favor of Purchaser against the Property, (ii) the cost of all due diligence Purchaser may complete before closing, (iii) any transfer fees, taxes or stamps, sales taxes, or documentary stamp tax required to be paid in connection with the Conveyance Document, (iv) Purchaser's attorney's fees incurred in connection with the negotiation of and performance under this agreement and the Sale Motion, and (v) all other expenses stipulated to be paid by Purchaser under other provisions of this agreement. Except as otherwise provided in this Section, all other expenses hereunder shall be paid by the party incurring such expenses.
- 13. TIME OF THE ESSENCE.** Time is of the essence of each condition and obligation of this agreement.
- 14. SELLER'S DEFAULT.** If Seller fails to provide marketable title as required, breaches any of Seller's warranties prior to closing, or otherwise fails to comply with the terms of this agreement, Purchaser may either terminate this agreement and recover all sums paid on account of the purchase price or pursue any other legal or equitable remedy available to Purchaser.
- 15. PURCHASER'S DEFAULT.** If Purchaser fails to comply with the terms of this agreement, Seller may either terminate this agreement and retain all sums paid by Purchaser on account of the Purchase Price as liquidated damages or pursue any other legal or equitable remedy available to Seller.
- 16. ENTIRE AGREEMENT.** This Purchase Agreement contains the entire agreement between Seller and Purchaser. Neither Seller nor any agent or representative of Seller has made any representations concerning the condition of the Property and Purchaser has not relied on any statement of Seller or of any agent or representative of Seller, either oral or written, as an inducement to the making of this Purchase Agreement. Any prior agreements, promises, negotiations, or representation not expressly set forth in this Purchase Agreement are of no force and effect.
- 17. LAW APPLICABLE.** This agreement will be construed in accordance with the laws of the State of Minnesota.
- 18. PARTIES BOUND.** This agreement applies to and binds the heirs, successors, personal representatives, and assigns of the parties.

EXHIBIT D

19. **CONTINGENT ON BANKRUPTCY COURT APPROVAL.** This Purchase Agreement and the parties' obligations hereunder are contingent upon the Bankruptcy Court entering an order approving Seller's Sale Motion in the Bankruptcy Case.

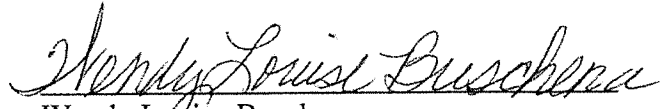
20. **SIGNATURES IN COUNTERPARTS.** The parties hereby agree that this Purchase Agreement may be signed by the parties in separate counterparts and assembled to complete one original, fully executed copy. The parties further agree that a facsimiled signature or scanned and emailed signature shall be treated as an original signature for purposes of this Purchase Agreement.

SIGNATURE PAGES TO FOLLOW.

EXHIBIT D

I agree to sell the property for the price and terms and conditions set forth above.

Dated: 9/11, 2017


Wendy Louise Buschena

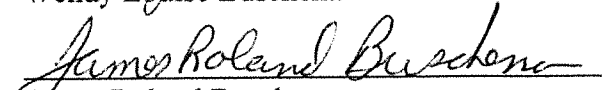

James Roland Buschena

EXHIBIT D

I agree to purchase the property for the price and terms and conditions set forth above.

Dated: _____, 2017

BANK OF THE WEST, a California banking corporation

Name: _____
Its: _____

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

IN RE:

Bankruptcy No. 16-32428-KAC
Chapter 11

James Roland Buschena and
Wendy Louise Buschena,

Debtors.

**ORDER GRANTING DEBTORS-IN-POSSESSION'S MOTION FOR
AUTHORITY TO SELL LAND FREE AND CLEAR OF ALL LIENS, CLAIMS
AND ENCUMBRANCES**

On this ___ day of October, 2017, came to be considered the Debtors-in-Possession's Motion for Authority to Sell land in Murray County, Minnesota free and clear of all liens, claims and encumbrances (the "Motion"). In their motion, James Roland Buschena and Wendy Louise Buschena, the Debtors-in-Possession of the above-referenced bankruptcy estates ("Debtors") are seeking to sell the following real estate (the "Property"):

NE 1/4 Sec 10, Twp 106, R 40; EXC that part of said NE 1/4 described as follows:

Commencing at the NE corner of the NE 1/4 of Sec 10-106-40, thence South on the east boundary line of said NE 1/4 at a distance of 958 feet to the point of beginning; thence West and Parallel to the North boundary line of said NE 1/4 a distance of 955 feet; thence south and parallel to the West boundary of said NE 1/4 a distance of 412 feet; thence east and parallel to the North boundary line of said NE 1/4 a distance of 405 feet; thence North and parallel to the East boundary line of said NE 1/4 a distance of 110 feet; thence East and parallel to the North boundary line of said NE 1/4 a distance of 550 feet; thence North and parallel to the east boundary line of said NE 1/4 a distance of 302 feet to the point of beginning and there terminating.

Appearances are noted of record. The Court, having been advised that the Debtors-in-Possession have received no pending objections to the proposed sale, and the Court

having further considered the Debtors-in-Possession's Motion, finds and determines as follows:

A. Proper notice of the Motion was given to all creditors and parties in interest.

B. The Property should be sold to Bank of the West under the terms and conditions described in the purchase agreement attached as Exhibit "D" to the Motion (the "Purchase Agreement"). The sale of the Property to Bank of the West, as proposed in the Purchase Agreement, is in the best interest of all creditors of the estate and should be approved. The Purchase Agreement constitutes the highest and best offer for the Property, and will provide a greater benefit for the estate than would be provided by any other available alternative. The Debtors-in-Possession's determination that the Purchase Agreement constitutes the highest and best offer for the Property constitutes a valid and sound exercise of their business judgment.

C. The Purchase Agreement was negotiated, proposed, and entered into by the Debtors-in-Possession and Bank of the West without collusion, in good faith, and from arm's length bargaining positions. Neither the Debtors-in-Possession nor Bank of the West engaged in any conduct that would cause or permit the Purchase Agreement to be avoided under Bankruptcy Code § 363(n). Specifically, Bank of the West has not acted in a collusive manner with any person and the purchase price for the Property was not controlled by any agreement among potential bidders.

D. Bank of the West is purchasing the Property in good faith and is therefore entitled to all of the protections afforded of a good faith buyer pursuant to Bankruptcy Code § 363(m), and otherwise has proceeded in good faith in all respects in connection

with purchasing the Property.

E. At least one of the conditions of Bankruptcy Code § 363(f) has been satisfied; therefore, the Debtors-in-Possession may sell the Property free and clear of any liens, claims, and encumbrances.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that

1. The Debtors-in-Possession are hereby authorized to sell their interest in the Property to Bank of the West free and clear of all liens, claims and encumbrances, including but not limited to the liens, claims, and encumbrances identified on Exhibit "B" attached to the Motion and incorporated herein by this reference, except for James Thovson's leasehold interest pursuant to the lease between James Buschena and James Thovson that terminates February 28, 2018, identified as Exhibit "C" attached to the Motion (the "Thovson Lease").

2. Bank of the West shall be entitled to pay for the Property by crediting the amount of the purchase price against Bank of the West's claims against the Debtors herein in accordance with Bankruptcy Code § 363(k).

3. The Purchase Agreement, and any and all other ancillary documents, is hereby approved and authorized. The consideration provided by Bank of the West for the Property pursuant to the Purchase Agreements is fair and reasonable and may not be avoided under Bankruptcy Code § 363(n).

4. With the sole exception of James Thovson's rights pursuant to the Thovson Lease, (Exhibit "C") all persons and entities holding liens, claims, or other interests of any

kind or nature whatsoever against or in all or any portion of the Property (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, liquidated or unliquidated, senior or subordinate), hereby are forever barred, estopped, and permanently enjoined from asserting against Bank of the West, its affiliates, its successors or assigns, its property, or the Property, such persons' or entities' liens, claims, or interests in and to the Property, including, without limitation, the following actions: (i) commencing or continuing in any manner any action or other proceeding against Bank of the West, its successors, assets or properties; (ii) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against Bank of the West, its successors, assets or properties; (iii) creating, perfecting, or enforcing any lien or other claim against Bank of the West, its successors, assets, or properties; (iv) asserting any setoff, right of subrogation, or recoupment of any kind against any obligation due Bank of the West, or its successors; (v) commencing or continuing any action, in any manner or place, that does not comply or is inconsistent with the provisions of this Order or other orders of the Court, or the agreements or actions contemplated or taken in respect thereof; or (vi) revoking, terminating or failing or refusing to transfer or renew any license, permit, or authorization to operate any of the Property or conduct any of the businesses operated with the Property.

Dated _____

United States Bankruptcy Judge

EXHIBIT B

Mortgage dated May 8, 2014 and recorded May 23, 2014 as Doc. # 246574

Mortgage dated May 8, 2014 and recorded May 23, 2014 as Doc. # 246576

7.a. Modification of mortgage dated March 23, 2015 and recorded April 13, 2015 as Doc. # 248364

Mortgage dated May 8, 2014 and recorded May 23, 2014 as Doc. # 246578

8.a. Modification of mortgage dated March 23, 2015 and recorded April 13, 2015 as Doc. # 248365

Assignment of rents dated May 8, 2014 and recorded May 23, 2014 as Doc. # 246575

J. Assignment of rents dated May 8, 2014 and recorded May 23, 2014 as Doc. # 246577

1. Assignment of rents dated May 8, 2014 and recorded May 23, 2014 as Doc. # 246579

DOCS/1891334.3

UNSWORN CERTIFICATE OF SERVICE

I, Lisa J. Berkner, certify that on the 12th day of September, 2017, I caused the following documents in this case to be filed electronically with the Clerk of Court through ECF, and that ECF will send an e-notice of the electronic filing to those entitled to such notice.

- DEBTORS-IN-POSSESSION'S MOTION FOR AUTHORITY TO SELL LAND FREE AND CLEAR OF ALL LIENS, CLAIMS AND ENCUMBRANCES
- PROPOSED ORDER

All parties receiving electronic service via the Electronic Case Filing System were served by the Court upon the filing of the documents.

Further, the following parties were served on the 12th day of September, 2017 by mail by enclosing a true and correct copy thereof, in an envelope, with first class postage prepaid, and depositing the same in the post office at Ortonville, Minnesota, addressed as follows: SEE ATTACHED SERVICE LIST

Dated: September 12, 2017

/e/ Lisa J. Berkner

Label Matrix for local noticing
0864-3
Case 16-32428
District of Minnesota
St Paul
Tue Sep 12 11:45:22 CDT 2017

Bank of the West
300 South Grand Avenue
Sixth Floor
Los Angeles, CA 90071-3109

DEERE & COMPANY
6400 NW 86TH STREET
ST JOHNSTON, IA 50131-2945

Deere Credit, Inc.
6400 NW 86th St
Johnston, IA 50131-3087

United States Department of Agriculture - Fa
U. S. Attorney's Office
Attn: Roylene A. Champeaux
600 U. S. Courthouse
300 So. Fourth Street
Minneapolis, MN 55415-1320

St Paul
200 Warren E Burger Federal Building and
US Courthouse
316 N Robert St
St Paul, MN 55101-1465

BANK OF THE WEST
BRANDON R TOMJACK
BAIRD HOLM LLP
1700 FARNAM ST, STE 1500
OMAHA NE 68102-2068

Bank of the West
4900 S Minnesota Ave, Ste 200
Sioux Falls SD 57108-2898

Brandon R Tomjack
Baird Holm Attys at Law
1700 Farnam St Ste 1500
Omaha NE 68102-2068

Buschena Cattle, LLC
2140 41st St
Fulda MN 56131-9584

CANBY FARMERS GRAIN COMPANY
212 1st Street West
Canby, MN 56220-1410

Canby Farmers Grain Co
203 SW 1st St
Canby MN 56220

Chandler Elevator
741 Valley Road
Chandler MN 56122-1188

Deere & Company
6400 NW 86th St
PO Box 6600
Johnston IA 50131-6600

Deere Credit Inc.
Gislason & Hunter LLP
Attn Michael Dove
PO Box 458
New Ulm MN 56073-0458

Discover
PO Box 6103
Carol Stream IL 60197-6103

Discover Bank
Discover Products Inc
PO Box 3025
New Albany, OH 43054-3025

Diversified Resources Mgmt Inc
9141 Engebretson St
Slayton MN 56172

JD Farm Plan
PO Box 4450
Carol Stream IL 60197-4450

James A. Thovson
3017 Redwod Ave
Slayton MN 56172-1536

John Deere Credit
PO Box 6600
Johnston IA 50131-6600

John Deere Financial, f.s.b.
Gislason & Hunter LLP
Attn Michael Dove
PO Box 458
New Ulm MN 56073-0458

MidAmerica Cattle
Tyson Fresh Meats
800 Stevens Park Dr Ste 822
Dakota Dunes SD 57049-5005

MidAmerica Feedlot
2350 Road 6950
Ohiowa NE 68416-3062

Minnesota Dept of Revenue
Individual Bky Dept
Mail Station 4413
St Paul MN 55146-4413

Synchrony Bank
c/o Recovery Mgmt Systems Corp
25 SE 2nd Ave Ste 1120
Miami FL 33131-1605

US Trustee
1015 US Courthouse
300 S 4th St
Minneapolis, MN 55415-3070

USDA
Murray County FSA
2740 22nd St. Ste 1
Slayton, MN 56172-1102

WORLD'S FOREMOST BANK
CABELA'S CLUB VISA
PO BOX 82609
LINCOLN, NE 68501-2609

Wells Fargo Bank NA
800 Walnut Str MAC F4031 040
Des Moines IA 50309-3891

Wells Fargo Bank, N.A.
Business Direct Division
P.O. Box 29482
Phoenix, AZ 85038-8650
Telephone 85038-9482

Wells Fargo Financial Leasing, Inc.
800 Walnut Street
MAC N0005-055
Des Moines, IA 50309-3605

Brandon Tomjack
Baird Holm LLP
1700 Farnam St, Ste 1500
Omaha, NE 68102-2068

David C. McLaughlin
Fluegel Anderson McLaughlin & Brutlag
25 2nd St NW, Suite 102
Ortonville, MN 56278-1477

James Roland Buschena
2140 41st St
Fulda, MN 56131-9584

Steven C. Turner
Baird Holm LLP
1700 Farnam St, Ste 1500
Omaha, NE 68102-2068

Wendy Louise Buschena
2140 41st St
Fulda, MN 56131-9584

End of Label Matrix
Mailable recipients 36
Bypassed recipients 0
Total 36

W
38
39
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