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LONG FAMILY LAND AND CATTI
CO. INC.
BOX 272
TIMBER LAKE, SD 57656

BANK OF HOVEN
P.O. BOX 7
HOVEN, SD 57450

020
Jm R

ACCOUNT #: 261446
Loan Number 3255
Date APRIL 1, 1997
Maturity Date NOV. 1, 2016
Loan Amount \$ 17,604.73
Renewal Of 98809

BORROWER'S NAME AND ADDRESS
I includes each borrower above, joint and severally.

LENDER'S NAME AND ADDRESS
You means the lender, its successors and assigns.

For value received, I promise to pay to you, or your order, at your address listed above the PRINCIPAL sum of SEVENTEEN THOUSAND SIX HUNDRED FOUR AND 73/100 * * * * * Dollars \$ 17,604.73

Single Advance: I will receive all of this principal sum on APRIL 1, 1997. No additional advances are contemplated under this note

Multiple Advance: The principal sum shown above is the maximum amount of principal I can borrow under this note. On _____ I will receive the amount of \$ _____ and future principal advances are contemplated.

Conditions: The conditions for future advances are _____

Open End Credit: You and I agree that I may borrow up to the maximum amount of principal more than one time. This feature is subject to all other conditions and expires on _____

Closed End Credit: You and I agree that I may borrow up to the maximum only one time (and subject to all other conditions).

INTEREST: I agree to pay interest on the outstanding principal balance from APRIL 1, 1997 at the rate of 9.500 % per year until NOVEMBER 1, 1997

Variable Rate: This rate may then change as stated below.

Index Rate: The future rate will be EQUAL TO the following index rate: NEY YORK PRIME RATE PLUS 1%

No Index: The future rate will not be subject to any internal or external index. It will be entirely in your control.

Frequency and Timing: The rate on this note may change as often as ANNUALLY
A change in the interest rate will take effect ON NOVEMBER 1, 1997 AND ANNUALLY THEREAFTER

Limitations: During the term of this loan, the applicable annual interest rate will not be more than _____ % or less than _____ %.

Effect of Variable Rate: A change in the interest rate will have the following effect on the payments:

The amount of each scheduled payment will change. The amount of the final payment will change.

ACCRUAL METHOD: Interest will be calculated on a ACTUAL/365 basis.

POST MATURITY RATE: I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:
 on the same fixed or variable rate basis in effect before maturity (as indicated above).
 at a rate equal to _____

LATE CHARGE: If a payment is made more than 10 days after it is due, I agree to pay a late charge of A MINIMUM OF \$10.00 AND A MAXIMUM OF \$10.00

ADDITIONAL CHARGES: In addition to interest, I agree to pay the following charges which are are not included in the principal amount above: \$20.00 MINIMUM FINANCE CHARGE

PAYMENTS: I agree to pay this note as follows:

Interest: I agree to pay accrued interest WITH PRINCIPAL

Principal: I agree to pay the principal ON DEMAND, BUT IF NO DEMAND IS MADE

Installments: I agree to pay this note in 20 payments. The first payment will be in the amount of \$ 1,926.72 and will be due NOVEMBER 1, 1997. A payment of \$ 1,926.72 will be due ON THE 1ST DAY OF EACH NOVEMBER thereafter. The final payment of the entire unpaid balance of principal and interest will be due NOVEMBER 1, 2016

ADDITIONAL TERMS:
80% BIA GUARANTEE

SECURITY: This note is separately secured by (describe separate document by type and date): SA DATED 4-1-97, SA DATED 3-5-92, PERSONAL GUARANTEES

PURPOSE: The purpose of this loan is BUSINESS: RESCHEDULE NOTE #98809

SIGNATURES: I AGREE TO THE TERMS OF THIS NOTE