

UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH DAKOTA
CENTRAL DIVISION

Plains Commerce Bank,)
)
Plaintiff,)
)
vs.)
)
Long Family Land and Cattle Company,)
Inc., and Ronnie and Lila Long,)
)
Defendants.)

CIV 05-3002

**SECOND AFFIDAVIT
OF RONNIE AND LILA LONG**

State of South Dakota:

ss

County of Pennington :

Ronnie and Lila Long, being duly sworn, depose and state that this Affidavit is based on our personal knowledge of the matters addressed in this Affidavit. We are Defendants named in this case, and we were Plaintiffs in the tribal court case. We have read all the pleadings in this case and in the tribal court case, the trial court, and the appellate court, and the documents attached to Mr. Simon's first and second affidavit, and the documents attached to Ronnie Long's first and second Affidavits. Ronnie Long was a witness at trial, and was present during the entire trial, and was present at the Appellate Court hearing. Ronnie and Lila Long participated with counsel in preparing pleadings and other documents, and they have read the transcript of the trial and the appellate argument. Ronnie Long reaffirms upon his personal knowledge, his first Affidavit and the documents attached thereto, which are incorporated herein by this reference, and Ronnie Long resubmits his first Affidavit and documents attached thereto and referred to therein which are attached to Defendants' Motion for Summary Judgment.

Defendants, Long Family Land and Cattle Company, Inc. and Ronnie and Lila Long are sometimes collectively referred to in this Affidavit as the Longs. Ronnie and Lila Long are

referred to as Ronnie and Lila Long. Plaintiff, Plains Commerce Bank is referred to in this Affidavit as the Bank. Attachments to Defendants' Brief in Support of Defendants' Motion for Summary Judgment are referred to as (Att. ____).

The Bank was the lender for Long Family Land and Cattle Company, Inc. (referred to in this Affidavit as the Company) since 1989. (Simon Aff. para. 4) The Bank also loaned money to Ronnie and Lila Long. Some of the Bank's loans to the Company were guaranteed by the Bureau of Indian Affairs (referred to in this Affidavit as the BIA) (Simon Aff. para. 4; Long Aff. para. 10)

The Company was at all times a majority Indian-owned corporation involved in farming and ranching land located on the Cheyenne River Sioux Tribe Reservation. (Long Aff. para. 3) The Articles of Incorporation of the Company required that the Company "be controlled by Native Americans who at least at all times own 51% of the outstanding stock in the corporation." (Long Aff. para. 3, Att. 20) The shares of the Company were owned by Kenneth Long, Maxine Long, Ronnie Long, and Lila Long. Native American CRST members Maxine, Ronnie, and Lila Long at all times owned at least 51% of the Company. (Long Aff. para. 3, Att. 20) When Maxine Long died, she bequeathed her shares in the Company to Ronnie and Lila Long. When Kenneth Long died in 1995, he bequeathed his shares in the Company to his four children. Three of the children transferred their shares to Ronnie Long. After Kenneth's death in July 1995, Ronnie and Lila Long owned 100% of the Company. (Long Aff. para. 9) Thus, after July 1995, the Company was 100% Indian owned by CRST members, Ronnie and Lila Long. (Long Aff. para. 9) As an Indian-owned corporation, the Company was entitled to apply for and receive BIA guarantees for the loans it received from the Bank.

The Company was formed to qualify for and obtain BIA guaranteed bank loans for the Longs' family farming and ranching business. (Long Aff. para. 8) The Bank would not have been able to obtain BIA guarantees of its loans unless the Company was at all times at least 51% owned by Native Americans. 25 CFR sec. 103.7 provides that if Indian ownership falls below 51%, the bank loans will be in default, and the guaranty shall cease. (Long Aff. Att. 17). The Company owned livestock and machinery, grew and harvested crops, and pastured its livestock on 2,230 acres of land owned by Kenneth and Maxine Long. The Company pastured its livestock on the CRST Indian Range Unit leased by Ronnie Long and his daughter, Bonita Richter, who are both Native American CRST Tribal members. (Long Aff. para 8.)

Loans made by the Bank to the Company were guaranteed by the BIA. The BIA guarantees required a first lien on the cattle, machinery, crops, and feed of the Company, and a second mortgage on the land owned by Kenneth and Maxine Long. (Long Aff. Att. 19) The principal place of business of the Company was at all times located on the CRST Reservation, Ronnie and Lila Long maintained a checking account on the CRST Reservation, and since 1996 the Company maintained a checking account on the CRST Reservation. (Long Aff. para. 3)

Kenneth and Maxine Long, Ronnie Long's parents, owned their 2,230 acres of deeded agricultural land for over 40 years. (Long Aff. para. 7) They also owned a house which was their residence. The land and house are located within the CRST Reservation. Ronnie Long's wife is Lila Long. Kenneth, Maxine, Ronnie, and Lila Long have lived on the CRST Reservation all of their lives. (Long Aff. para. 5) Maxine Long, and her son, Ronnie Long, and his wife, Lila Long, are all Native American members of the Cheyenne River Sioux Tribe. Kenneth Long was not a member of the CRST. (Long Aff. para. 6)

Kenneth and Maxine Long were required by the Bank to sign personal guarantees of the loans of the Bank to the Company. (Long Aff. para. 10; attached to Long Aff.) Kenneth and Maxine Long were required by the Bank to mortgage their 2,230 acres to the Bank as collateral for the Bank's loans to the Company. (Long Aff. para 10; attached to Long Aff.) The BIA guarantees of the Bank's loans to the Company are noted on the mortgages. (Long Aff. para. 10; attached to Long Aff.) Ronnie Long, Lila Long, Kenneth Long, and Maxine Long were all required by the Bank to grant security interests to the Bank in their personal vehicles, farm equipment, crops, feed, grain, and livestock that were located on the 2,230 acres and within the CRST Reservation. (Long Aff. para. 10; attached to Long Aff.)

Kenneth Long died in July 1995. (Simon Aff. para. 4) In the spring of 1996, Bank officers came to the Longs' 2,230 acres on the CRST Reservation and inspected the land, livestock, hay, and machinery on the land. (Long Aff. para. 11) The Bank proposed a new loan agreement to Ronnie Long. Ronnie Long was bequeathed the 2,230 acres of land owned by Kenneth Long when he died in 1995, under his will and the assignments of the other children. (Long Aff. para. 16, Att. 21)

The discussions concerning the new loan agreement took place between the Bank officers, Ronnie and Lila Long, and CRST Tribal officers at the CRST Tribal offices located on the CRST Reservation. (Long Aff. para. 11) The Bank proposed a deed in lieu of foreclosure transferring ownership of the Longs' 2,230 acres and house to the Bank, and in return the Bank would credit \$478,000 against the debt owed by the Longs to the Bank. The Bank agreed it would finance the sale of the Longs' land back to the Longs on a bank financed contract for deed. (Long Aff. para. 11)

Sometime later the Bank changed the agreement. The Bank sent a letter addressed to Ronnie Long, which was admitted into evidence without objection at trial, wherein the Bank told Ronnie Long the Bank would not finance the sale of the land back to the Longs on a contract for deed "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." (Long Aff. para. 12, Att. 2)

In the revised agreement the Bank changed the terms from a bank financed contract for deed to a two-year lease with option to purchase. The Longs could buy their land back from the Bank by paying the Bank \$468,000 in a lump sum at the end of only two years. (Long Aff. para. 13, Att. 3)

During the discussions concerning the revised agreement and the drafting and signing of the written agreements, the Bank was represented by its lawyer, but the Longs were not represented by a lawyer. The revised agreement was prepared by the Bank in two documents entitled: (a) Loan Agreement, and (b) Lease With Option to Purchase. Both documents were signed at the same time on the same day on December 5, 1996. (Long Aff. para. 16, Att. 3), and were part of the same agreement.

The revised agreement prepared by the Bank involved several main points: (a) when the 2,230 acres of land and house were deeded to the Bank, the Bank would credit \$478,000 against debt owed to the bank by Ronnie and Lila Long and the Company; (b) the Longs would lease the land from the Bank for a period of two years; (c) the Bank would make the Longs a new operating loan of \$70,000 to care of their cattle and crops; (d) the Bank would make the Longs a loan of \$37,500 to purchase 110 calves to be fed and pastured with the Longs' calves to increase their income so they could buy back the land from the Bank; and (e) the Bank would enter into a

lease purchase agreement which would provide that the Longs could buy back the 2,230 acres of land from the Bank at the end of two years. (Long Aff., Att. 3) The Bank received the deed to the 2,230 acres and the house by Personal Representatives Deed dated December 10, 1996. (Simon Aff., Att. 3)

The Loan Agreement shows that credit from the transfer of the land and house paid off a personal loan of the Bank to Ronnie and Lila Long, as well as BIA guaranteed loans of the Bank to the Company. (Simon Aff., Att. 5)

The Loan Agreement references and attaches the deed the Bank received to the 2,230 acres of land and the house and also provides that the Bank would enter into a lease with purchase option for the land. (Simon Aff., Att. 5)

Ronnie and Lila Long asked the Bank to extend the option exercise date sixty days. (Long Aff., Att. 6) The Bank denied the extension request. (Long Aff., Att. 6) The Longs did not give up possession of any of the 2,230 acres. CRST Law and Order Code 10-2-6(6) provides that where a tenant holds over and retains possession for more than 60 days after the expiration of the lease term, without any demand for possession or notice to quit by the landlord, the tenant shall be deemed to have permission of the landlord to hold over for an additional year, and such tenants shall not be liable for unlawful detainer for such holding over.

On October 28, 1995, the Longs met with three Bank officers, Jim Nielsen, Chuck Simon, and Dennis Jensen, and the Bank's lawyer; and also present was Dennis Huber and Bret Maxon from the North/South Dakota Native American Business Development Center; John Lemke, CRST/BIA Finance Credit Officer; Harley Henderson and Monica Lind, CRST officers; and Stacey Johnston, loan officer of the BIA. (Tr. 396) The cash flows developed by Dennis Huber and Bret Maxon were presented, and all parties agreed that the restructure plan would

work. (Tr. 401) Dennis Huber of the North/South Dakota Native American Business Development Center testified at trial that he and his associate, Bret Maxon, prepared the cash flows on October 28, and 29. (Tr. Ex. 8A) He testified that the cash flows marked Trial Exhibit 8A were his work product. (Tr. 397) The Huber cash flows, Exhibit 8A, were prepared to show if the Bank's restructuring plan would work. (Exs. 5A, 6, 7) All parties agreed that the plan was economically feasible and would work. (Tr. 401) Stacey Johnston, credit officer of the BIA, had final approval of the restructuring plan. (Tr. 397) At the end of the meeting on October 28, the Bank, the Longs, and the BIA all agreed on the restructuring plan and the Huber cash flows. Dennis Huber testified it was a done deal on October 29. (Tr. 400) Jim Nielsen for the Bank initialed the cash flows prepared by Dennis Huber. (Ex. 8A)

Ronnie Long explained that he needed the \$40,000 of the \$70,000 operating loan in November to prepare the livestock for winter. The Huber cash flow shows \$40,000 of the \$70,000 operating loan paid to Longs in November. Ronnie Long explained he needed the operating loan money in November to move hay twenty miles to where his cattle would spend the winter. (Long Aff. para. 19, Tr. 151)

The Loan Agreement and Lease With Option to Purchase prepared by the Bank were not ready to be signed however, until December 5, five weeks later. The Bank did not send a letter to the BIA requesting approval until December 12, six weeks later. (Tr. Ex. 8). The Bank enclosed with its letter to BIA a financial statement and modified cash flows. (Tr. Ex. 8)

Ronnie Long learned for the first time at trial, that the Bank had modified the Huber cash flows and the plan without his knowledge or approval. (Tr. 188) Dennis Huber testified that the cash flows sent by the Bank to the BIA (Tr. Ex. 8) were not his work. (Tr. 408-409) He explained that a line of credit loan is key to the success of a restructure plan. (Tr. 409) However,

the Bank's cash flows (Tr. Ex. 8) did not show any line of credit loan. The cash flows that Huber prepared show that the restructure plan would work (Tr. Ex. 8A), but the cash flows sent by the Bank to the BIA show that Long's restructure plan would not work. (Tr. Ex. 8) The overdrafts shown on the bank's cash flows are minus \$28,000 the first month, and overdrafts continue to increase throughout the Bank's cash flow (Tr. 410), increasing to \$104,280 in overdrafts in August of the third year. It appears clear that the Bank in its letter to the BIA unilaterally increased the line of credit operating loan from \$70,000 to \$85,000, showing Long's operation more needy of borrowed money. (Tr. 410) The increased line of credit requested by the Bank in its letter to the BIA of \$85,000, however, would not come close to covering the deficit spending of \$104,280 shown on the Bank's cash flows for the third year of the plan. (Tr. Ex. 8) Dennis Huber testified that the BIA would not approve such negative cash flows. (Tr. 410) The Huber cash flows approved by everyone at the October 28 meeting, which were initialed by Jim Nielsen for the Bank and approved by Stacey Johnston for the BIA (Tr. Ex. 8A), show an operating loan of \$70,000, not \$85,000, and do not show \$104,280 of red ink as shown on the Bank's cash flows. (Tr. Ex. 8)

One of the jurors asked the Court "whose initials are on top of the 8A cash flows, year 1?" The Bank responded that the initials are Jim Nielsen's, a Bank officer. (Tr. 429) This shows that the Bank approved Huber's cash flows. (Ex. 8A) Although the Bank's letter to the BIA of December 12 showed an operating loan of \$85,000, agreeing with the bad cash flows attached to the Bank's letter to the BIA (Tr. Ex. 8), the Bank's later letter of January 16, to Dennis Huber shows an operating loan of \$40,000, which is in line with Huber's good cash flows. (Tr. Ex. 10) (Tr. Ex. 8A). Stacey Johnston had already approved Huber's cash flows for the BIA on October 28. (Tr. Ex. 8A) However, the Bank sent modified cash flows to the BIA, which the BIA

believed were a “modification” of the plan requiring a “more complete application.” (Tr. 290) (Tr. Ex. 8, 11) It is undisputed the Bank never made a more complete application to the BIA as requested by the BIA (Tr. 166, 290) (Tr. Ex. 11), never submitted a more complete application as requested by the BIA, and never loaned Longs any emergency operating money as authorized by 25 CFR 103.22.

The Huber cash flows approved by everyone October 28, show that \$40,000 of the \$70,000 operating loan was needed just a few days later in November. (Tr. Ex. 8A) At the meeting on October 28, Ronnie Long stated that he needed the money right away before winter storms hit to move hay some twenty miles from the fields where it was baled to the cattle located in the winter breaks on Ronnie Long’s Indian Range Unit. Ronnie Long also requested \$2,000 of the operating loan to purchase insurance on the cattle. It is undisputed that the Bank never advanced the Longs any of the \$70,000 operating funds as promised. (Tr. 358) The Bank never loaned any of the \$37,500 to buy cattle as promised. If the Bank had advanced \$2,000, the insurance would have covered the cattle loss. (Tr. 156)

The Bank could have made an emergency loan under the CFR of 10% of the existing loan guarantee, for an immediate loan of \$42,800 automatically guaranteed by BIA to feed and care for the livestock. (Tr. 355) (Tr. Ex. 11) Such emergency loan would be automatically guaranteed by the existing 84% BIA guarantee to preserve the collateral. (Tr. 291) The Bank did not make an emergency loan to move the hay to the cattle or to insure the cattle. (Tr. 290, 359-360) In December before Christmas, Ronnie Long and John Lemke of the CRST Planning Office called the Bank and requested that the Bank make a CFR emergency feed loan under the existing BIA guarantee to protect the cattle. (Tr. 292) The Bank made no response to the BIA, the Longs, or to the CRST Planning Office.

At trial the Longs agreed that the Bank was in bad faith in not promptly preparing the agreement and securing BIA approval within a few days after the October 28 meeting when everyone agreed, including the BIA. At trial the Bank offered no testimony to explain why it took the Bank from October 29, to December 5, a period of five weeks to get the agreements ready to sign (Tr. Exs. 6, 7), or why it took another week to send the application to the BIA, or why the Bank modified the Huber cash flows. Seven weeks went by from October 28, when everyone approved the plan and Huber's cash flows, until the Bank finally sent the application to the BIA. This period of time was critical to the Longs to obtain operating funds so they could move the hay to the cattle and prepare for the coming winter storms.

Ronnie Long requested and was told on December 5, that he would receive his operating loan so he could pay for moving his hay to his cattle located in winter pastures on his CRST lease twenty miles away. (Long Aff. para. 17, Tr. 150-153) Ronnie Long made several requests to the Bank in November and December for a release of operating loan funds so he could move hay to the cattle in preparation for winter storms. (Long Aff. para. 17, Tr. 291) A serious winter blizzard hit the area January 15-16, 1997, with deep snow, strong wind, and below zero temperatures. The hungry cattle left the protection of the wooded draws in the storm searching for something to eat and died on the unprotected prairie. The Longs lost 277 of 286 calves, and 230 of 349 cows, and several horses. (Tr. Ex. 14) The Longs set out their cattle loss damages of \$1,236,792 on Trial Exhibit 23. If hay had been available in the wooded draws, the cattle would not have left the protected draws and would have survived. (Tr. 158) If money had been made available by the Bank from the promised operating loan or CFR emergency funds, insurance would have been purchased, and the Longs would not have suffered the substantial loss.

It was undisputed at trial that from October when the Loan Agreement and Huber cash flow were approved by everyone (Tr. Ex. 8A) through January 15, when the cattle died, the Bank never released to the Longs any of the promised \$70,000 operating loan, or any of the promised \$37,500 cattle purchase loan, or any emergency funds authorized by the CFR.

In June of 1999, the Bank sent a letter to the CRST Court requesting that the CRST Court serve a Notice to Quit on Ronnie Long describing the entire 2,230 acres. The CRST Court accommodated the Bank. The request was approved ex parte by Chief Judge Bluespruce on June 15, 1999, and was served on the Longs by the CRST Court on June 16, 1999. (Tr. Ex. 20) (Long Aff. para. 24, Att. 10) The Bank voluntarily came into the CRST Court requesting the assistance of the Court without reserving any objection or reservation to the jurisdiction of the CRST Court over the Bank as party to such eviction action. (Long Aff. para. 24, Att. 10) Ronnie and Lila Long and their children did not move off the land and did not remove their cattle, machinery, crops, or hay off of the 2,230 acres of land.

The pleadings filed in CRST trial court are attached to the Defendants' Brief in Support of Defendants' Motion for Summary Judgment and Mr. Simon's Affidavit as attachments: (1) the Bank's letter to CRST trial court enclosing Notice to Quit to Ronnie Long (Long Aff., Atts. 9 and 10), (2) Longs' Complaint and Amended Complaint (Simon Aff., Atts. 18, 20), (3) CRST Opinion (Simon Aff., Att. 19), (4) Jury Verdicts (Long Aff., Att. 1), (5) CRST Judgment (Long Aff., Att. 14), CRST Supplemental Judgment (Long Aff., Att. 15), and (6) CRST Court of Appeals Memorandum Opinion and Order (Long. Aff., Att. 16).

The Longs' cause of action for discrimination was not tried at the trial court level based on a 42 U.S.C. 1981 claim. The Bank's statement is not true. When questioned by CRST Appellate Chief Judge Frank R. Pommersheim on this point, Bank counsel stated: "So in the

federal case, (*Nevada v. Hicks*) it came out specifically - - and not to say that the Plaintiff (Longs) has brought forth specifically, 42 U.S.C. 1981. They haven't. But the allegations they have made would be taken care of under that statute, or possibly under a state statute." (Oral Argument, Tr. 13)

At trial the Longs presented four claims: (1) breach of contract, (2) contractual bad faith, (3) discrimination, and (4) self help. The jury decided in favor of the Longs on breach of contract, contractual bad faith and discrimination, and decided for the Bank on self help. The Bank has acknowledged that the Tribal court has jurisdiction over the claims of the Longs except for the discrimination claim. The Bank's counsel stated: "And I think it's lacking subject matter jurisdiction, and that was for discrimination." (Oral Argument Tr. 12) The Bank stated in its Motion for Summary Judgment in the Tribal court: "the Court has jurisdiction over the subject matter of this action." (Motion for S.J. para. 2) The Bank's jurisdictional claim is limited in scope to the argument that the CRST Tribal Court does not have jurisdiction over the Longs' discrimination claim. (Bank Appellate Brief pp. 6-9) In the CRST Tribal Court the Bank did not challenge the jurisdiction of the Tribal court over the Longs' claims against the Bank, except for the discrimination claim.

The Longs did not allege 42 U.S.C. sec. 1981 or any federal statute in their Amended Complaint as a basis for the discrimination claim. (Simon Aff., Att. 20, pp. 9-10) The Bank did not question the basis in law for the Longs' discrimination claim through a motion to dismiss for failure to state a claim on which relief might be granted. There were no jury instructions provided to the Tribal court jury on any claimed federal cause of action for discrimination under 42 U.S.C. sec. 1981.

The factual basis for the Longs' discrimination claim was based on the Bank's agreement in 1996 to sell the land back to them on favorable terms on a bank financed contract for deed. The Bank then withdrew its agreement to sell the land back to the Longs on a 20 year contract for deed because it involved an "Indian owned entity" and related "jurisdictional problems." (Tr. Ex. 4) (Tr. 106-7, 330) The Bank's changed agreement contained in the Lease With Option to Purchase required the Longs to make payment of \$468,000 in full in a lump sum in two years. The Longs are Native Americans and enrolled members of the CRST, and the Company was 100% Indian owned in 1996 by Ronnie and Lila Long. After the Bank refused to sell the land back to them on favorable bank financed contract for deed, the Bank then sold the land to non-Indians who are non-tribal members on favorable terms on a contract for deed where the FSA government payments made the contract for deed payments. The Longs claimed they were discriminated against because the Bank denied them the privilege of favorable Bank financing through a contract for deed solely because of their status as Indians and tribal members.

The legal basis for the discrimination claims in Tribal court was tribal law. CRST By-Laws, Art. V sec. 1(c) provides that trial courts "have jurisdiction over claims and disputes arising on the reservation," including "tortious conduct" under C.R.C. sec. 1-4-3(2)D, which provides jurisdiction over a "tortous act" or "tortous conduct" for any "civil cause of action arising from such act or conduct."

The legal basis for the discrimination claim in Tribal court is the rule stated by the Supreme Court in Montana v. United States, 450 U.S. 544, 565 (1981). After stating the general rule of no jurisdiction over non-members, the Supreme Court in Montana stated that "to be sure, Indian tribes retain inherent power to exercise some forms of civil jurisdiction over non-Indian fee lands." 450 U.S. at 565. The first exception established by the Supreme Court is: "the

activities of non-members who enter consensual relationships with the tribe or its members, through commercial dealing, contracts, leases, or other arrangements.” The activities of the Bank in this case fit the first exception and provide the Tribal court with jurisdiction over the Longs’ claims. Under the facts of this case, the Tribal court had jurisdiction over the tortious conduct of the Bank in the form of the Longs’ claim of discrimination.

Dated this 22nd day of December, 2005.

Ronnie Long

RONNIE LONG

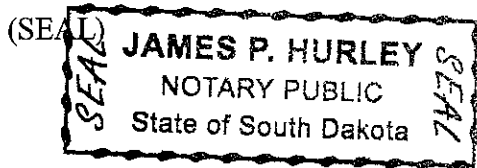
Lila Long

LILA LONG

Subscribed and sworn to before me this 22nd day of December, 2005.

James P. Hurley

NOTARY PUBLIC



My Commission Expires: My Commission Expires
October 6, 2006

**INDEX OF ATTACHMENTS TO
SECOND AFFIDAVIT OF RONNIE AND LILA LONG**

1.	Security Agreement signed by Kenneth, Maxine, Ronnie, and Lila Long
2.	Guaranty signed by Ronnie and Lila Long
3.	Guaranty signed by Maxine Long
4.	Guaranty signed by Kenneth Long
5.	Mortgage signed by Kenneth and Maxine Long
6.	Mortgage signed by Kenneth and Maxine Long
7.	Mortgage signed by Kenneth Long with BIA guarantee
8.	Motion for Summary Judgment of the Bank in Tribal Court
9.	Appellate Oral Argument Transcript pages 12-13
10.	Jury Trial Transcript, pp. 106, 107, 150, 151, 152, 153, 156, 158, 166, 188, 290, 291, 292, 330, 355, 358, 359, 360, 396, 397, 400, 401, 408, 409, 410, 429
11.	Index of Attachments to Defendants' Brief in Support of Defendants' Motion for Summary Judgment

SECURITY AGREEMENT - GENERAL FORM

September 28, 1988

(Date)

1. PARTIES - PROPERTY: The undersigned Debtor (jointly and severally) for value received hereby grants to the undersigned Secured Party or Lender, a security interest in the following described property:

All equipment, all machinery, all farm vehicles, all crops, all feed and grain, all livestock, all supplies used or produced in farming operations, all contract rights and accounts, all warehouse receipts or other documents of title affecting such goods, and all rights of debtor or payments in kind and ASCS farm program payments under the terms set between the debtor and the U.S. Dept. of Ag., whether now owned or hereafter acquired.

all products of, additions to and replacements thereof and all accessories, appurtenances, parts and equipment now or hereafter affixed thereto or used in connection therewith, and the proceeds of all property secured hereby as set out below.

2. IF FARM PRODUCTS, CROPS OR FIXTURES ARE COLLATERAL: If this instrument includes livestock, then as additional collateral, Debtor assigns, transfers and conveys to Secured Party a security interest in and to all increase and issue thereof and additions, replacements and substitutions therefor, and all feed, both hay and grain, owned by Debtor, all water privileges, and all equipment, used in feeding and handling said livestock and also all of Debtor's right, title and interest in all leases covering lands for pasture and grazing purposes. If crops, this agreement includes annual and perennial crops and products thereof growing or planted on the following described property; either before or after harvest and all additions and substitutions therefor; or if the property covered hereby is livestock, crops or fixtures; it is and will be located on the following described property in _____

County, South Dakota

3. IF INVENTORY IS COLLATERAL: If this instrument includes inventory then Debtor hereby grants to Lender, a security interest in all of his inventory now owned or hereafter acquired and all replacements, substitutions, and additions thereto, and a security interest in all of Debtor's merchandise, raw materials, work in process and finished products.

A. Upon execution of this agreement and upon request of Secured Party at any time while the indebtedness hereby secured remains unpaid, Debtor will furnish to Secured Party a signed statement, in form satisfactory to Secured Party, showing the current status of the inventory herein secured to include for any given period designated by Secured Party the opening inventory, inventory acquired, inventory sold and delivered, inventory sold and held for future delivery, inventory returned or repossessed, inventory used or consumed in Debtor's business, and closing inventory.

B. If at any given time the value of the collateral does not equal or exceed the total amount of indebtedness of Debtor to Secured Party, Debtor shall at once pay the excess of indebtedness to Secured Party or transfer additional collateral to Secured Party to meet Secured Party's satisfaction.

4. OBLIGATIONS SECURED - OPEN END: This security interest is given to secure the performance of the covenants and agreements herein set forth and for the payment of an indebtedness in the face amount of \$ _____ as evidenced by a promissory note(s) or other instrument(s) executed by Debtor payable to the order of said Secured Party as therein provided, and with interest as therein set forth and for the payment of all extensions and renewals thereof and all changes in form of said indebtedness which may be from time to time effected by agreement between Secured Party and Debtor; and for all advances made by Secured Party for taxes, levies, premiums of insurance and repairs to or maintenance of said collateral or to protect or preserve the collateral against the claims of others and all money heretofore and hereafter advanced by Secured Party at his option to or for the account of Debtor and all other present or future, direct or contingent liabilities of Debtor to Secured Party of any nature whatsoever and however arising or acquired; and for interest on any money expended by Secured Party for taxes, levies and repairs to or maintenance of said collateral. All sums payable hereunder shall be paid at the place stated in the promissory note or instrument, if any, and if none then at the location of the Secured Party as stated below, and if none, then at the place of residence of the Secured Party.

5. This instrument shall be void upon payment of all obligations secured hereby.

6. INFORMATIONAL (Check one or more).

The address of the Debtor, below, is his residence.

Such address is the Debtors chief place of business.

Such address is where the Collateral is kept.

Debtor is a non-resident of South Dakota.

7. USE OF PROPERTY: Debtor warrants, covenants and agrees that: The property is or is to be used by Debtor primarily (check 1, 2 or 3):

1. In business Equipment

Farm Products

Inventory

2. For personal, family or household purposes,

3. In farming operations.

Farm Equipment

8. PURPOSE: The security interest herein is given on this collateral

for a purchase money loan;

otherwise.

9. THIS AGREEMENT SPECIFICALLY INCLUDES ALL OF THE ADDITIONAL PROVISIONS SET FORTH ON THE REVERSE SIDE HEREOF, THE SAME BEING INCORPORATED HEREIN BY REFERENCE. DEBTOR ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT FULLY COMPLETED.

BANK OF HOVEN
HOVEN, SOUTH DAKOTA 57450

Kenneth Long
Kenneth Long (Debtor)

Maxine Long
Maxine Long (Debtor)

Ronnie Long
Ronnie Long (Debtor)

Lila Long
Lila Long (Debtor)

(Number and Street)

Box 186 Timber Lake, SD
(City)

Dewey South Dakota
(County) (State)

By Don Bohr
Don Bohr, VP (Secured Party)

*Consider the desirability of joinder of spouse.

00296

GUARANTY

HOVEN

(City)

SD

(State)

APRIL 1, 1997

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce BANK OF HOVEN, P.O. BOX 7, HOVEN, SD 57450 (herein, with its participants, successors and assigns, called "Lender"), at its option, at any time or from time to time to make loans or extend other accommodations to or for the account of LONG FAMILY LAND & CATTLE CO. INC.

(herein called "Borrower") or to engage in any other transactions with Borrower, the Undersigned hereby absolutely and unconditionally guarantees to Lender the full and prompt payment when due, whether at maturity or earlier by reason of acceleration or otherwise, of the debts, liabilities and obligations described as follows:

A. If this [X] is checked, the Undersigned guarantees to Lender the payment and performance of the debt, liability or obligation of Borrower to Lender evidenced by or arising out of the following: LOANS TO LONG FAMILY LAND AND CATTLE CO. INC. and any extensions, renewals or replacements thereof (hereinafter referred to as the "Indebtedness").

B. If this [] is checked, the Undersigned guarantees to Lender the payment and performance of each and every debt, liability and obligation of every type and description which Borrower may now or at any time hereafter owe to Lender (whether such debt, liability or obligation now exists or is hereafter created or incurred, and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several, or joint and several; all such debts, liabilities and obligations being hereinafter collectively referred to as the "Indebtedness"). Without limitation, this guaranty includes the following described debt(s):

The term "Indebtedness" as used in this guaranty shall not include any obligations entered into between Borrower and Lender after the date hereof (including any extensions, renewals or replacements of such obligations) for which Borrower meets the Lender's standard of creditworthiness based on Borrower's own assets and income without the addition of a guaranty, or for which a guaranty is required but Borrower chooses someone other than the joint Undersigned to guaranty the obligation.

The Undersigned further acknowledges and agrees with Lender that:

1. No act or thing need occur to establish the liability of the Undersigned hereunder, and no act or thing, except full payment and discharge of all indebtedness, shall in any way exonerate the Undersigned or modify, reduce, limit or release the liability of the Undersigned hereunder.

2. This is an absolute, unconditional and continuing guaranty of payment of the Indebtedness and shall continue to be in force and be binding upon the Undersigned, whether or not all Indebtedness is paid in full, until this guaranty is revoked by written notice actually received by the Lender, and such revocation shall not be effective as to Indebtedness existing or committed for at the time of actual receipt of such notice by the Lender, or as to any renewals, extensions and refinancings thereof. If there be more than one Undersigned, such revocation shall be effective only as to the one so revoking. The death or incompetence of the Undersigned shall not revoke this guaranty, except upon actual receipt of written notice thereof by Lender and then only as to the decedent or the incompetent and only prospectively, as to future transactions, as herein set forth.

3. If the Undersigned shall be dissolved, shall die, or shall be or become insolvent (however defined) or revoke this guaranty, then the Lender shall have the right to declare immediately due and payable, and the Undersigned will forthwith pay to the Lender, the full amount of all Indebtedness, whether due and payable or unmatured. If the Undersigned voluntarily commences or there is commenced involuntarily against the Undersigned a case under the United States Bankruptcy Code, the full amount of all Indebtedness, whether due and payable or unmatured, shall be immediately due and payable without demand or notice thereof.

4. The liability of the Undersigned hereunder shall be limited to a principal amount of \$ UNLIMITED (if unlimited or if no amount is stated, the Undersigned shall be liable for all Indebtedness, without any limitation as to amount), plus accrued interest thereon and all attorneys' fees, collection costs and enforcement expenses referable thereto. Indebtedness may be created and continued in any amount, whether or not in excess of such principal amount, without affecting or impairing the liability of the Undersigned hereunder. The Lender may apply any sums received by or available to Lender on account of the Indebtedness from Borrower or any other person (except the Undersigned), from their properties, out of any collateral security or from any other source to payment of the excess. Such application of receipts shall not reduce, affect or impair the liability of the Undersigned hereunder. If the liability of the Undersigned is limited to a stated amount pursuant to this paragraph 4, any payment made by the Undersigned under this guaranty shall be effective to reduce or discharge such liability only if accompanied by a written transmittal document, received by the Lender, advising the Lender that such payment is made under this guaranty for such purpose.

5. The Undersigned will pay or reimburse Lender for all costs and expenses (including reasonable attorneys' fees and legal expenses) incurred by Lender in connection with the protection, defense or enforcement of this guaranty in any litigation or bankruptcy or insolvency proceedings.

This guaranty includes the additional provisions on page 2, all of which are made a part hereof.

This guaranty is [] unsecured; [] secured by a mortgage or security agreement dated _____; [] secured by _____

IN WITNESS WHEREOF, this guaranty has been duly executed by the Undersigned the day and year first above written.

X [Signature] RONNIE LONG

X [Signature] TITA LONG

BH 0623

GUARANTY

In consideration of financial accommodations given or to be given or continued to Maxine Long herein called "Borrower" by Bank of Hoven, A SD Corporation herein called "Bank", the undersigned irrevocably and unconditionally guarantee to the Bank, payment when due, whether by acceleration or otherwise, of any and all Liabilities of the Borrower as defined below to the Bank, together with all interest thereon; all attorneys' fees, costs, and expenses of collection incurred by the Bank in enforcing any of such Liabilities of the Borrower; and all attorneys' fees, costs, and expenses incurred by the Bank in foreclosing, preserving, protecting, retaking, holding, and selling of any collateral as a result of the enforcement or foreclosure of any security interest or mortgage given by Borrower to Bank.

The term "Liabilities of the Borrower" shall mean and include:

- A. if checked, all indebtedness, liabilities or obligations, direct or contingent, secured or unsecured, joint, several, or joint and several, of the Borrower to Bank, created or incurred for any purpose whatsoever, now existing or hereafter arising, due or to become due to, or held or to be held, by the Bank for its own account or as agent for another or others, whether created or incurred directly or acquired by assignment or otherwise. (THERE IS NOT A LIMIT TO THE AMOUNTS COVERED BY THIS GUARANTY).
- B. if checked, the debts, liabilities, or obligations, direct or contingent, secured or unsecured, joint, several, or joint or several of the Borrower to Bank evidenced by the following: subject to terms of collateral note

and any extensions, renewals, modifications or replacements thereof. (THIS GUARANTY IS LIMITED TO \$ 322,967.26).

The undersigned waive notice of the following: acceptance of this Guaranty and notice of the incurring of any of the Liabilities of the Borrower; presentment, demand for payment, protest, notice of dishonor or nonpayment of any instrument evidencing any of the Liabilities of the Borrower; notice of any alleged default, or notice of right to cure any default with respect to any of the Liabilities of the Borrower to the Bank; and notice of any lawsuit filed by or on behalf of the Bank against Borrower, or the taking of any other action by the Bank against, and any other notice to, any party liable for any of the Liabilities of Borrower (including the undersigned).

The Bank may at any time and from time to time (whether or not after revocation or termination of this Guaranty) without the consent of, or notice to, the undersigned; and without incurring responsibility to the undersigned; and without impairing or releasing the obligations of the undersigned hereunder, do one or more of the following:

(1) renew, alter, or change in any manner the terms of any instrument evidencing any of the Liabilities of the Borrower, including any change in a) the rate of interest, and b) place, terms, or time of payment of any debt, liability, or obligation incurred directly or indirectly in respect thereof. This Guaranty shall apply to the Liabilities of the Borrower to the Bank as so changed, extended, renewed, or altered;

(2) sell, exchange, substitute, release, surrender, realize upon, or otherwise deal with in any manner and in any order any property by whomsoever at any time pledged, mortgaged, or otherwise securing any of the Liabilities of the Borrower to the Bank hereby guaranteed or any debts, liabilities or obligations (including any of those hereunder) incurred directly or indirectly in respect thereof or hereof, and/or exercise any right of setoff it may have.

(3) exercise or refrain from exercising any rights against the Borrower or others (including the undersigned) or otherwise act or refrain from acting;

(4) settle or compromise any of the Liabilities of the Borrower to the Bank hereby guaranteed or any security therefor, or any debt, liability, or obligation (including any of those hereunder) incurred directly or indirectly in respect thereof or hereof, and may subordinate the payment of all or any part of the Liabilities of the Borrower to the payment of any debt, liability, or obligation (whether due or not) of the Borrower to creditors of the Borrower other than the Bank and the undersigned; and

(5) apply any sums by whomsoever paid or howsoever realized to any Liabilities of the Borrower (regardless of the origin thereof) to the Bank, regardless of the nature of any of the Liabilities of the Borrower to the Bank which remain unpaid and regardless of the Borrowers' application or use of the consideration, if any, received in connection with any of the Liabilities of the Borrower to the Bank.

No invalidity, irregularity, or unenforceability of all or any part of the Liabilities of the Borrower to the Bank hereby guaranteed, or in any of the documents securing all or any part of the Liabilities of the Borrower, shall affect, impair, or be a defense to this Guaranty, and this Guaranty is a primary obligation of the undersigned.

The undersigned agree that the obligations and guaranty of the undersigned and the rights of the Bank in any collateral by whomsoever at any time pledged, conveyed, or mortgaged to secure, or howsoever securing any of the liabilities of the Borrower, shall not be released, discharged, or in any way affected, nor shall the undersigned have any rights against the Bank, by reason of the fact that (i) a valid or perfected lien, security interest, or encumbrance in any of the collateral may not be conveyed to, obtained by, or created in favor of Bank; (ii) any of the collateral may be subject to equities or defenses or claims in favor of others or may be invalid or defective in any way; (iii) the value of any of the collateral, or the financial condition of the Borrower, of any obligor, of any guarantor, or any of the collateral may not have been correctly estimated or may have changed or may hereafter change; or (iv) there is any deterioration, waste, or loss by fire, theft, or otherwise of any of the collateral.

The undersigned agree that the Bank shall not be required to resort first for payment to the Borrower, or other persons or corporations, their properties or estates, whether by lawsuit or otherwise, before enforcing this Guaranty. The undersigned further agree that Bank shall not be required to have any collateral or security applied to Liabilities of the Borrower (including other guaranties) before enforcing this Guaranty. The undersigned further agree that the Bank shall have a general lien on and security interest in and a right of setoff against all property of the undersigned including without limitation all deposits, cash, securities, notes, cash equivalents, or certificates of deposit now or hereafter in the Bank's possession or on deposit with the Bank, whether held in a general or special account, or for safekeeping or otherwise, and such lien, security interest, and right of setoff may be enforced or exercised without demand upon or notice to the undersigned.

If box A is checked above, this Guaranty is a continuing one and all of the Liabilities of the Borrower to the Bank to which it applies or may apply under the terms hereof shall be conclusively presumed to have been created in reliance hereon. As to each of the undersigned, this Guaranty shall continue until written notice of revocation signed by such undersigned, or until written notice of the death of such undersigned shall in each case have been actually received by the Bank, notwithstanding revocation by, or the death of, or complete or partial release for any cause of, any one or more of the remainder of the undersigned, or of the Borrower, or of anyone liable or obligated in any manner for any of the Liabilities of the Borrower hereby guaranteed or for the debts, liabilities, or obligations (including those hereunder) incurred directly or indirectly in respect thereof or hereof. No revocation or termination hereof shall affect in any manner rights arising under this Guaranty with respect to (a) Liabilities of the Borrower to the Bank which shall have been created, contracted, assumed, or incurred prior to receipt by the Bank of written notice of such revocation or termination or (b) Liabilities of the Borrower to the Bank which shall have been created, contracted, assumed, or incurred after receipt of such written notice pursuant to any contract entered into by the Bank prior to receipt of such notice; and the sole effect of revocation or termination hereof shall be to exclude from this Guaranty Liabilities of the Borrower to the Bank thereafter arising which are unconnected with Liabilities of the Borrower to the Bank arising or transactions entered into before the date of revocation or termination.

If claim is ever made upon the Bank for payment or recovery of any amount or amounts repaid by the Bank in payment or on account of any of the Liabilities of the Borrower to the Bank and the Bank repays all or part of said amount by reason of (a) any judgment, decree, or order of any court or administrative body having jurisdiction over the Bank or any of its property, or (b) any settlement or compromise of any such claim effected by the Bank with any such claimant (including the Borrower), then and in such event the undersigned agree that any such judgment, decree, order, settlement, or compromise shall be binding upon the undersigned, notwithstanding any revocation hereof or the cancellation of any note or other instrument evidencing any of the Liabilities of the Borrower to the Bank, and the undersigned shall be and remain liable to the Bank hereunder for the amount so repaid or recovered to the same extent as if such amount had never originally been received by the Bank.

Any acknowledgment or new promise, whether by payment of principal or interest or otherwise and whether by the Borrower or others (including the undersigned), with respect to any of the Liabilities of the Borrower to the Bank shall, if the statute of limitations in favor of the undersigned against the Bank shall have commenced to run, toll the running of such statute of limitations and, if the period of such statute of limitations shall have expired, prevent the operation of such statute of limitations.

No delay on the part of the Bank in exercising any of its options, powers, or rights, or partial or single exercise thereof, shall constitute a waiver thereof. No waiver of any of its rights hereunder, and no modification or amendment of this Guaranty, shall be deemed to be made by the Bank unless the same shall be in writing, duly signed on behalf of the Bank, and each such waiver, if any, shall apply only with respect to the specific instance involved, and shall in no way impair the rights of the Bank or the obligations of the undersigned to the Bank in any other respect at any other time.

The undersigned waive all rights of subrogation to Bank's rights against the Borrower until all of the Liabilities of the Borrower to the Bank guaranteed hereunder shall have been fully paid and discharged.

This Guaranty and the rights and obligations of the Bank and of the undersigned hereunder shall be governed and construed in accordance with the laws of the State of South Dakota; and this Guaranty is binding upon the undersigned, his, her, their, or its executors, administrators, successors, or assigns, and shall inure to the benefit of the Bank, its successors, or assigns.

The undersigned, if more than one, shall be jointly and severally liable hereunder and the term "undersigned" wherever used herein shall mean the undersigned or any one or more of them. Anyone signing this Guaranty shall be bound hereby, whether or not anyone else signs this Guaranty at any time. The term "Bank" includes any agent of the Bank acting for it.

If any of the provisions of this Guaranty shall contravene or be held invalid under the laws of the applicable jurisdiction, this Guaranty shall be construed as if not containing those provisions and the rights and obligations of the parties shall be construed and enforced accordingly.

In addition to the other provisions contained herein, this Guaranty is secured by _____

Dated: September 28, 19 88

Maxine Long
Maxine Long

Box 186, Timber Lake, SD 57656
(Address)

(Address)

INDIVIDUAL ACKNOWLEDGEMENT

State of South Dakota)
County of Potter) ss.

On this 28 day of September, 19 88, before me, a Notary Public, personally appeared Maxine Long, to me known to be the identical person(s) who executed the foregoing instrument, and it is executed as a voluntary act and deed.

Nancy K. Rausch
Notary Public

My Commission expires: NANCY K. RAUSCH
Notary Public, POTTER COUNTY, S. DAK.
My Commission Expires APRIL 10, 1993

CORPORATE ACKNOWLEDGEMENT

State of _____)
County of _____) ss.

On this _____ day of _____, 19 _____, before me, a Notary Public, personally appeared _____, to me personally known, who being by me duly sworn did say that he/she is the _____ of _____ a Corporation; that the seal affixed to the instrument is the seal of said Corporation (or that no seal has been provided by said Corporation); that said instrument was signed (and sealed) on behalf of said Corporation by authority of its Board of Directors; and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said Corporation.

Notary Public

My Commission expires: _____

GUARANTY

In consideration of financial accommodations given or to be given or continued to Long Family Land & Cattle Co., Inc. herein called "Borrower" by Bank of Hoven herein called "Bank", the undersigned irrevocably and

unconditionally guarantee to the Bank, payment when due, whether by acceleration or otherwise, of any and all Liabilities of the Borrower as defined below to the Bank, together with all interest thereon; all attorneys' fees, costs, and expenses of collection incurred by the Bank in enforcing any of such Liabilities of the Borrower; and all attorneys' fees, costs, and expenses incurred by the Bank in foreclosing, pre-mortgage given by Borrower to Bank.

The term "Liabilities of the Borrower" shall mean and include:

- A. if checked, all indebtedness, liabilities or obligations, direct or contingent, secured or unsecured, joint, several, or joint and several, of the Borrower to Bank, created or incurred for any purpose whatsoever, now existing or hereafter arising, due or to become due to, or held or to be held, by the Bank for its own account or as agent for another or others, whether created or incurred directly or acquired by assignment or otherwise. (THERE IS NOT A LIMIT TO THE AMOUNTS COVERED BY THIS GUARANTY).
- B. if checked, the debts, liabilities, or obligations, direct or contingent, secured or unsecured, joint, several, or joint or several of the Borrower to Bank evidenced by the following: _____

and any extensions, renewals, modifications or replacements thereof. (THIS GUARANTY IS LIMITED TO \$ _____).

The undersigned waive notice of the following: acceptance of this Guaranty and notice of the incurring of any of the Liabilities of the Borrower; presentment, demand for payment, protest, notice of protest, notice of dishonor or nonpayment of any instrument evidencing any of the Liabilities of the Borrower; notice of any alleged default, or notice of right to cure any default with respect to any of the Liabilities of the Borrower to the Bank; and notice of any lawsuit filed by or on behalf of the Bank against Borrower, or the taking of any other action by the Bank against, and any other notice to, any party liable for any of the Liabilities of Borrower (including the undersigned).

The Bank may at any time and from time to time (whether or not after revocation or termination of this Guaranty) without the consent of, or notice to, the undersigned; without incurring responsibility to the undersigned; and without impairing or releasing the obligations of the undersigned hereunder, do one or more of the following:

- (1) renew, alter, or change in any manner the terms of any instrument evidencing any of the Liabilities of the Borrower, including any change in a) the rate of interest, and b) place, terms, or time of payment of any debt, liability, or obligation incurred directly or indirectly in respect thereof. This Guaranty shall apply to the Liabilities of the Borrower to the Bank as so changed, extended, renewed, or altered;
- (2) sell, exchange, substitute, release, surrender, realize upon, or otherwise deal with in any manner and in any order any property by whomsoever at any time pledged, mortgaged, or otherwise securing any of the Liabilities of the Borrower to the Bank hereby guaranteed or any debts, liabilities or obligations (including any of those hereunder) incurred directly or indirectly in respect thereof or hereof, and/or exercise any right of setoff it may have.
- (3) exercise or refrain from exercising any rights against the Borrower or others (including the undersigned) or otherwise act or refrain from acting;
- (4) settle or compromise any of the Liabilities of the Borrower to the Bank hereby guaranteed or any security therefor, or any debt, liability, or obligation (including any of those hereunder) incurred directly or indirectly in respect thereof or hereof, and may subordinate the payment of all or any part of the Liabilities of the Borrower to the payment of any debt, liability, or obligation (whether due or not) of the Borrower to creditors of the Borrower other than the Bank and the undersigned; and
- (5) apply any sums by whomsoever paid or howsoever realized to any Liabilities of the Borrower (regardless of the origin thereof) to the Bank, regardless of the nature of any of the Liabilities of the Borrower to the Bank which remain unpaid and regardless of the Borrowers' application or use of the consideration, if any, received in connection with any of the Liabilities of the Borrower to the Bank.

No invalidity, irregularity, or unenforceability of all or any part of the Liabilities of the Borrower to the Bank hereby guaranteed, or in any of the documents securing all or any part of the Liabilities of the Borrower, shall affect, impair, or be a defense to this Guaranty, and this Guaranty is a primary obligation of the undersigned.

The undersigned agree that the obligations and guaranty of the undersigned and the rights of the Bank in any collateral by whomsoever at any time pledged, conveyed, or mortgaged to secure, or howsoever securing any of the liabilities of the Borrower, shall not be released, discharged, or in any way affected, nor shall the undersigned have any rights against the Bank, by reason of the fact that (i) a valid or perfected lien, security interest, or encumbrance in any of the collateral may not be conveyed to, obtained by, or created in favor of Bank; (ii) any of the collateral may be subject to equities or defenses or claims in favor of others or may be invalid or defective in any way; (iii) the value of any of the collateral, or the financial condition of the Borrower, of any obligor, of any guarantor, or any of its collateral may not have been correctly estimated or may have changed or may hereafter change; or (iv) there is any deterioration, waste, or loss by fire, theft, or otherwise of any of the collateral.

The undersigned agree that the Bank shall not be required to resort first for payment to the Borrower, or other persons or corporations, their properties or estates, whether by lawsuit or otherwise, before enforcing this Guaranty. The undersigned further agree that Bank shall not be required to have any collateral or security applied to Liabilities of the Borrower (including other guaranties) before enforcing this Guaranty. The undersigned further agree that the Bank shall have a general lien on and security interest in and a right of setoff against all property of the undersigned including without limitation all deposits, cash, securities, notes, cash equivalents, or certificates of deposit now or hereafter in the Bank's possession or on deposit with the Bank, whether held in a general or special account, or for safekeeping or otherwise, and such lien, security interest, and right of setoff may be enforced or exercised without demand upon or notice to the undersigned.

If box A is checked above, this Guaranty is a continuing one and all of the Liabilities of the Borrower to the Bank to which it applies or may apply under the terms hereof shall be conclusively presumed to have been created in reliance hereon. As to each of the undersigned, this Guaranty shall continue until written notice of revocation signed by such undersigned, or until written notice of the death of such undersigned shall in each case have been actually received by the Bank, notwithstanding revocation by, or the death of, or complete or partial release for any cause of, any one or more of the remainder of the undersigned, or of the Borrower, or of anyone liable or obligated in any manner for any of the Liabilities of the Borrower hereby guaranteed or for the debts, liabilities, or obligations (including those hereunder) incurred directly or indirectly in respect thereof or hereof. No revocation or termination hereof shall affect in any manner rights arising under this Guaranty with respect to (a) Liabilities of the Borrower to the Bank which shall have been created, contracted, assumed, or incurred prior to receipt by the Bank of written notice of such revocation or termination or (b) Liabilities of the Borrower to the Bank which shall have been created, contracted, assumed, or incurred after receipt of such written notice pursuant to any contract entered into by the Bank prior to receipt of such notice; and the sole effect of revocation or termination hereof shall be to exclude from this Guaranty Liabilities of the Borrower to the Bank thereafter arising which are unconnected with Liabilities of the Borrower to the Bank arising or transactions entered into before the date of revocation or termination.

If claim is ever made upon the Bank, the repayment or recovery of any amount or amount received by the Bank in payment or on account of any of the Liabilities of the Borrower, the Bank and the Bank repays all or part of such amount by reason of (a) any judgment, decree, or order of any court or administrative body having jurisdiction over the Bank or any of its property, or (b) any settlement or compromise of any such claim effected by the Bank with any such claimant (including the Borrower), then and in such event the undersigned agree that any such judgment, decree, order, settlement, or compromise shall be binding upon the undersigned, notwithstanding any revocation hereof or the cancellation of any note or other instrument evidencing any of the Liabilities of the Borrower to the Bank, and the undersigned shall be and remain liable to the Bank hereunder for the amount so repaid or recovered to the same extent as if such amount had never originally been received by the Bank.

Any acknowledgment or new promise, whether by payment of principal or interest or otherwise and whether by the Borrower or others (including the undersigned), with respect to any of the Liabilities of the Borrower to the Bank shall, if the statute of limitations in favor of the undersigned against the Bank shall have commenced to run, toll the running of such statute of limitations and, if the period of such statute of limitations shall have expired, prevent the operation of such statute of limitations.

No delay on the part of the Bank in exercising any of its options, powers, or rights, or partial or single exercise thereof, shall constitute a waiver thereof. No waiver of any of its rights hereunder, and no modification or amendment of this Guaranty, shall be deemed to be made by the Bank unless the same shall be in writing, duly signed on behalf of the Bank, and each such waiver, if any, shall apply only with respect to the specific instance involved, and shall in no way impair the rights of the Bank or the obligations of the undersigned to the Bank in any other respect at any other time.

The undersigned waive all rights of subrogation to Bank's rights against the Borrower until all of the Liabilities of the Borrower to the Bank guaranteed hereunder shall have been fully paid and discharged.

This Guaranty and the rights and obligations of the Bank and of the undersigned hereunder shall be governed and construed in accordance with the laws of the State of South Dakota; and this Guaranty is binding upon the undersigned, his, her, their, or its executors, administrators, successors, or assigns, and shall inure to the benefit of the Bank, its successors, or assigns.

The undersigned, if more than one, shall be jointly and severally liable hereunder and the term "undersigned" wherever used herein shall mean the undersigned or any one or more of them. Anyone signing this Guaranty shall be bound hereby, whether or not anyone else signs this Guaranty at any time. The term "Bank" includes any agent of the Bank acting for it.

If any of the provisions of this Guaranty shall contravene or be held invalid under the laws of the applicable jurisdiction, this Guaranty shall be construed as if not containing those provisions and the rights and obligations of the parties shall be construed and enforced accordingly.

In addition to the other provisions contained herein, this Guaranty is secured by all assets

Dated: 3/5, 19 92.

Kenneth Long

(Address)

(Address)

INDIVIDUAL ACKNOWLEDGEMENT

State of South Dakota)
County of Potter) ss.

On this 5th day of March, 19 92, before me, a Notary Public, personally appeared Kenneth Long, to me known to be the identical person(s) who executed the foregoing instrument, and it is executed as a voluntary act and deed.

Charles E. Simon
Notary Public

My Commission expires: CHARLES E. SIMON
Notary Public, POTTER COUNTY, S. DAK.
My Commission Expires MARCH 2, 1995

CORPORATE ACKNOWLEDGEMENT

State of _____)
County of _____) ss.

On this _____ day of _____, 19 _____, before me, a Notary Public, personally appeared _____, to me personally known, who being by me duly sworn did say that he/she is the _____ of _____ a Corporation; that the seal affixed to the instrument is the seal of said Corporation (or that no seal has been provided by said Corporation); that said instrument was signed (and sealed) on behalf of said Corporation by authority of its Board of Directors; and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said Corporation.

Notary Public

My Commission expires: _____

COLLATERAL REAL ESTATE MORTGAGE - STANDARD FORM

44-3-26A

MORTGAGE — COLLATERAL REAL ESTATE MORTGAGE

THIS MORTGAGE, made this 28th day of September in the year 1988, by Kenneth and Maxine Long, Husband and Wife

of Dewey County and State of South Dakota Mortgagor
to Bank of Hoven, A South Dakota Corporation, Box 7
of Hoven P. O., County of Potter and state of
South Dakota Mortgagee;

WITNESSETH, that said Mortgagor hereby mortgage to said Mortgagee the following described premises situated in the County of Dewey and State of South Dakota, to-wit: Lot 7 and South 40' of Lot 8, Block 29, in the Town (now City) of Timber Lake, Dewey County, South Dakota, together with carpets, drapes, T.V. and C.D. antenna and refrigerator.

as security for the payment to said mortgagee at Hoven, South Dakota

of a principal sum not to exceed \$ 322,967.26 in accordance with promissory notes, credit agreements, checks, or any other indebtedness or commitments between Mortgagor and Mortgagee, whether or not evidenced by a written instrument or agreement, and whether or not the same exists as of the date hereof, or is hereafter created or acquired by Mortgagee; all such indebtedness and commitments being hereinafter referred to as the "Obligations," said Obligations not to be in excess of \$ 322,967.26 but nothing herein shall be considered as limiting the amounts which shall be secured when advanced to protect the security.

THE PARTIES AGREE THAT THIS MORTGAGE CONSTITUTES A COLLATERAL REAL ESTATE MORTGAGE PURSUANT TO SDCL 44-3-26.

This Mortgage shall, notwithstanding the fact that from time to time during the term hereof no indebtedness shall be due from Mortgagor to Mortgagee, constitute a continuing lien against the Property for the amount stated herein. If at any time the indebtedness due Mortgagee is zero, the Mortgagee shall, within ten days after receipt of written demand therefor by Mortgagor, execute and record a satisfaction of this Mortgage.

The original term of this Mortgage is five years unless such term is extended by the filing of an Addendum to this Mortgage. Any addendum to this Mortgage need be signed only by the Mortgagee. Upon the timely filing of such an addendum to this Mortgage, the effectiveness hereof shall be continued for five years after the date of filing this Mortgage whereupon it shall lapse unless another addendum to this Mortgage continuing the effectiveness of its lien is filed prior to such lapse. Successing addendums to this Mortgage may be filed in the same manner to continue the effectiveness of the lien hereof.

SAID MORTGAGOR further agree to pay all taxes and assessments that may be levied upon said premises, before the same shall become delinquent (and to keep the buildings, if any, upon said premises safely insured for the benefit of said Mortgagee in the sum of \$ 50,000.00 Dollars against loss by fire and deliver the insurance policies to said Mortgagee).

BH 0474

MORTGAGE — COLLATERAL REAL ESTATE MORTGAGE

THIS MORTGAGE, made this 15th day of November in the year
19 90, by Kenneth and Maxine Long, Husband and Wife

of Dewey County and State of South Dakota Mortgagor s,
to Bank of Hoven, A Corporation, Box 7
of Hoven P. O., County of Potter and state of
South Dakota, Mortgagee.

WITNESSETH, that said Mortgagor s hereby mortgage _____ to said Mortgagee _____ the follow-
ing described premises situated in the County of Dewey and State of South
Dakota, to-wit: Northwest Quarter of Section Twenty Five, Township Seventeen, Range
Twenty Five (NW $\frac{1}{4}$ 25-17-25), All of Section Twenty Eight Township Seventeen, Range
Twenty Five (28-17-25), East Half of Section Thirty Two, Township Seventeen,
Range Twenty Five (E $\frac{1}{2}$ 32-17-25), All of Section Thirty Three, Township Seventeen,
Range Twenty Five (33-17-25), and the Southwest Quarter of Section Thirty Four,
Township Seventeen, Range Twnety Five (SW $\frac{1}{4}$ 34-17-25) all in Dewey County, South Dakota,
And the East Half of Section One, Township Fifteen, Range Twenty Four (E $\frac{1}{2}$ 1-15-24), All
in Dewey County, South Dakota.
as security for the payment to said mortgagee _____ at Hoven, South Dakota

of a principal sum not to exceed \$ 472,275.00 in accordance with promissory notes, credit
agreements, checks, or any other indebtedness or commitments between Mortgagor and Mortgagee, whether or not
evidenced by a written instrument or agreement, and whether or not the same exists as of the date hereof, or is
hereafter created or acquired by Mortgagee; all such indebtedness and commitments being hereinafter referred to
as the 'Obligations,' said Obligations not to be in excess of \$ 472,275.00, but nothing herein shall be
considered as limiting the amounts which shall be secured when advanced to protect the security.

**THE PARTIES AGREE THAT THIS MORTGAGE CONSTITUTES A COLLATERAL REAL ESTATE
MORTGAGE PURSUANT TO SDCL 44-8-26.**

This Mortgage shall, notwithstanding the fact that from time to time during the term hereof no indebtedness
shall be due from Mortgagor to Mortgagee, constitute a continuing lien against the Property for the amount stated
herein. If at any time the indebtedness due Mortgagee is zero, the Mortgagee shall, within ten days after receipt of
written demand therefor by Mortgagor, execute and record a satisfaction of this Mortgage.

The original term of this Mortgage is five years unless such term is extended by the filing of an Addendum to
this Mortgage. Any addendum to this Mortgage need be signed only by the Mortgagee. Upon the timely filing of such
an addendum to this Mortgage, the effectiveness hereof shall be continued for five years after the date of filing this
Mortgage whereupon it shall lapse unless another addendum to this Mortgage continuing the effectiveness of its lien
is filed prior to such lapse. Succeeding addendums to this Mortgage may be filed in the same manner to continue the
effectiveness of the lien hereof.

In case of default in the payment of said principal sum of money or any part thereof, or interest thereon at the time or times above specified for payment thereof, or in case of non-payment of any taxes, assessments, or insurance as aforesaid, or of breach of any covenant or agreement herein contained, then and in either case, the whole, principal and interest, of said note shall at the option of the holder thereof, immediately become due and payable, and this mortgage may be foreclosed by action, or by advertisement as provided by statute or the rules of practice relating thereto, and this paragraph shall be deemed as authorizing and constituting a power of sale as mentioned in said statutes or rules, and any amendatory thereof.

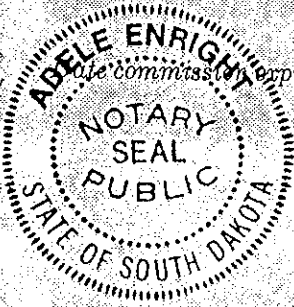
Kenneth Long
Maxine Long

STATE OF SOUTH DAKOTA }
COUNTY OF Potter } ss.

On this the 15th day of November, 1990, before me, Adele R. Enright, A Notary Public, the undersigned officer, personally appeared Kenneth and Maxine Long, Husband and Wife, known to me or satisfactorily proven to be the person whose name s are subscribed to the within instrument and acknowledged that t hey executed the same for the purposes therein contained.

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

Adele R. Enright
Notary Public
Title of Officer



No. 62365

MORTGAGE
COLLATERAL REAL
ESTATE MORTGAGE
WITH POWER OF SALE
STATE FORM

TO

STATE OF SOUTH DAKOTA, } ss.
County of Levy

OFFICE OF REGISTER OF DEEDS,
Filed for record this 4th day
of January, 1991
at 10:30 clock A.M., and recorded in
Book 37 of Mortgages, on page 265

Jan Solda
Register of Deeds.

Deputy:

Fees, \$ 5.00

INDEXED
RECORDED
When recorded return to COMPARED

file

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.

MOTION FOR SUMMARY
JUDGMENT

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

R-120-99

Comes now Defendant, Plains Commerce Bank, formerly known as the Bank of Hoven, by and through its attorney, David A. Von Wald, and moves the Court for Summary Judgment on its counterclaim for the following reasons:

1. This Motion is brought pursuant to Rule 56 of the Rules of Civil Procedure of the Cheyenne River Sioux Tribal Law and Order Code.
2. The Court has jurisdiction over Long Family Land and Cattle Company, Inc. and Ronnie Long and Lila Long in that the majority ownership of the corporation is owned by Ronnie Long and Lila Long, enrolled members of the Cheyenne River Sioux Tribe and the Court has jurisdiction over the subject matter of this action.
3. There are no genuine issues of material fact.
4. Plaintiffs have wrongfully held over possession of a portion of the real estate described in Plaintiff's Amended Complaint after the execution of a Lease With An Option To Purchase entered into on December 5, 1996.
5. The Lease With Option To Purchase wherein Bank of Hoven, now Plains Commerce Bank, was the Lessor and Long Family Land and Cattle Company, Inc. by its terms expired on expired December 5, 1998.

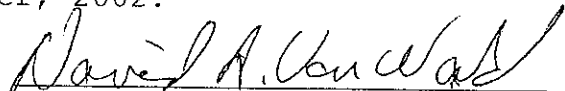
6. Defendant, Plains Commerce Bank, has sold a portion of the real estate which was leased to the Long Corporation to Ralph H. and Norma J. Pesicka and the remaining portion to Edward Maciejewski and Mary Jo Maciejewski. The Maciejewskis, however, have been able to take possession of only about one half of the real estate they bought since Plaintiffs are wrongfully holding over possession of a portion of the real estate. The legal description of the wrongfully retained real estate is as follows:

The Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty Five (25), all of Section Twenty Eight (28), and the Southwest Quarter (SW $\frac{1}{4}$) 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.

7. This Motion is made based on the Affidavit of Charles Simon, attached hereto as Exhibit "1", the depositions of the parties, the pleadings and the entire file in this case.

WHEREFORE, Defendant, Plains Commerce Bank, prays the Court grant its Motion for Summary Judgment against Plaintiffs and order that Plaintiffs be evicted from possession of said real estate, granting Defendants possession of the same. And additionally, the Court enter a judgment against Plaintiffs for damages sustained by Defendants for the wrongful possession of said real estate by Plaintiffs, and for whatever other relief as to the Court is deemed just and equitable in the premises.

Dated this 12th day of September, 2002.


David A. Von Wald, Attorney
for Plains Commerce Bank
P.O. Box 468
Hoven, SD 57450
605-948-2550

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

_____)		IN APPELLATE COURT
THE BANK OF HOVEN, now known as)	
Plains Commerce Bank,)	APPEAL NUMBER 03-002-A
)	
Defendant/Appellant,)	
)	
vs.)	
)	
Long Family Land and Cattle)	
Company, Inc. -)	
Ronnie and Lila Long)	
)	
Plaintiff/Appellee)	
_____)		

BEFORE: CHIEF JUSTICE FRANK R. POMMERSHEIM
USD School of Law
414 E. Clark st.
Vermillion, South Dakota

DATE: October 6, 2004
PLACE: Cheyenne River Sioux Tribal Court
Eagle Butte, sD 57625

APPEARANCES:

Representing the Appellee	JAMES P. HURLEY Bangs, McCullen, Butler, Foye & Simmons 818 St. Joseph Street Rapid City, South Dakota
Representing the Appellant: Bank of Hoven	DAVID A. VON WALD Attorney at Law PO Box 468 Hoven, South Dakota
Representing the Cheyenne River Sioux Tribe	TOM VAN NORMAN Attorney at Law Box 590 Eagle Butte, South Dakota

1 jurisdiction of the bank, that's a possibility, but we
2 have never admitted that they do. And I wanted to point
3 that out that just essentially to the Court.

4 But the first issue I raise is regarding the
5 Tribal Court lacking jurisdiction. And I think it's
6 lacking subject matter jurisdiction, for one of the
7 causes of action, and that was for discrimination.
8 Under 42 U.S.C.S. 1981, a discrimination action can lie,
9 that's in Federal law. However, our Supreme Court in
10 Nevada versus Hicks has said basically that the Tribal
11 Courts are Courts of limited jurisdiction, and that they
12 are not, not general jurisdiction that State Court or
13 Federal Court would be. And so determining an action
14 for discrimination, a Tribal Court lacks basically
15 subject matter jurisdiction. I wanted to point that out
16 to the Court, I guess, more than any other
17 jurisdictional problem, because to me --

18 THE COURT: But isn't it true in Nevada versus
19 Hicks they were talking about Tribal Court didn't have
20 jurisdiction over a 1983 claim --

21 MR. VON WALD: That's right.

22 THE COURT: That's a Federal cause of action. And
23 here, I don't believe that the Plaintiffs were asserting
24 a Federal cause of action against the bank. They were
25 serving a Tribal Court cause of action against the bank.

1 I think the theory of the discrimination claim was not
2 that it created a Federal cause of action, which under
3 Nevada v. Hicks would raise some problems, but that it
4 was a recognized Tribal Court cause of action.

5 MR. VON WALD: Well, I don't think the Plaintiff
6 has ever alleged that, your Honor. The Tribe has
7 alleged that, but the Plaintiff has never alleged the
8 authority for what the discrimination cause of action
9 is. As I understand it, there is no tribal statute
10 specifically on point, that would allege that,
11 whatsoever. So either, because of the fact that there
12 is no tribal statute that alleges that the Tribe can
13 have a cause of action against a tribal member, I don't
14 see that tribal law can be used at all. So if it isn't
15 tribal law, it has to either be State law or Federal
16 law.

17 So in the Federal case, it came out specifically
18 -- and not to say that the Plaintiff has brought forth
19 specifically, 42 U.S.C.S. 1981. They haven't. But the
20 allegations they have made would be taken care of under
21 that Federal statute, or possibly under a State statute.
22 But in either case, Tribal Court doesn't have
23 jurisdiction, unless there is a specific statute that
24 allows Tribal Court to have jurisdiction over
25 discrimination cases, and/or a treaty, and there isn't

1 CHEYENNE RIVER SIOUX TRIBAL COURT
2 CHEYENNE RIVER SIOUX TRIBE
3 CHEYENNE RIVER INDIAN RESERVATION

IN CIVIL COURT

4 * * * * *

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

Plaintiffs,

JURY TRIAL
R-120-99

-vs-

7 EDWARD AND MARY MACIEJEWSKI
8 and RALPH H. AND NORMA J. PESICKA,
9 and THE BANK OF HOVEN,

VOLUME I OF III
PAGES 1 TO 227

Defendants.

10 * * * * *

11 TIME AND PLACE: DECEMBER 6, 2002
12 CHEYENNE RIVER SIOUX TRIBAL COURT
13 EAGLE BUTTE, SD 57625

14 BEFORE: HON. B. J. JONES
15 SISSETON-WAHPETON SIOUX TRIBAL COURT
16 P.O. BOX 568
17 AGENCY VILLAGE, SD 57262-0568

18 APPEARANCES: MR. JAMES P. HURLEY
19 Attorney at Law
20 P.O. Box 2670
21 Rapid City, SD 57709-2670
22 ATTORNEY FOR PLAINTIFFS

MR. DAVID A. VON WALD
Attorney at Law
P.O. Box 468
Hoven, SD 57450-0468
ATTORNEY FOR DEFENDANT BANK OF HOVEN

MR. KENNETH "CHUCK" E. JASPER
Attorney at Law
P.O. Box 2093
Rapid City, SD 57709-2093
ATTORNEY FOR DEFENDANTS EDWARD AND MARY
MACIEJEWSKI AND RALPH AND NORMA PESICKA

24 ALSO PRESENT: MR. AND MRS. RONNIE LONG - PLAINTIFFS
25 MR. CHUCK SIMON - EXECUTIVE VICE PRESIDENT
OF DEFENDANT BANK OF HOVEN

1 All right. Let's go back on the record. Oop. We're
2 missing a juror. We're going to be breaking at noon for
3 lunch, Jurors. And we do have a lunch for our jurors. So
4 we can't force you to eat it. You can go eat it -- eat
5 somewhere else, but we do have a lunch for you, so. . .

6 All right. Let's go back on the record. Back on the
7 record in the matter of Long Cattle Company versus Bank of
8 Hoven. Ronnie Long is testifying, questioning by his
9 counsel. Go ahead, Jim.

10 MR. HURLEY: Thank you, Your Honor.

11 Q (BY MR. HURLEY) Ronnie, we were looking at Exhibit 4 and
12 that was the letter from the Bank to you April 26th, 1996,
13 correct?

14 A Correct.

15 Q And when you first started talking to the Bank about this
16 plan, did the plan involve the transfer of your land to
17 the Bank and then the Bank selling it back to you on a
18 contract for deed?

19 A Yes, it did.

20 Q Did there come a time when the Bank's position on that
21 changed?

22 A Yes.

23 Q And when was that?

24 A It was on April 26th here on the terms of this letter.

25 Q And why did the Bank's position change?

1 A Because of possible jurisdictional problems if they sold
2 it back me and because I was an Indian-owned entity.

3 Q And how did the proposal then change? Would you not be
4 able to buy it back on a contract for deed then?

5 A No. I had to find -- I would have to find different
6 financing, I guess BIA or FHA or something.

7 Q And by a contract for deed, who is then financing the --
8 your purchase of the land back from the Bank?

9 A I would say the Bank.

10 Q And that position changed to where you couldn't do that;
11 you had to find other financing?

12 A Yes.

13 Q And that's because you are an enrolled Indian?

14 A Yes.

15 Q Yes. And you have an Indian-controlled company or
16 corporation?

17 A Yes.

18 Q And that's what the Bank states to you in Exhibit 4?

19 A Yes.

20 Q And did you discuss that with the Bank as to how that
21 would make a difference?

22 A They just told me that you would have to find another
23 financial institution.

24 Q Okay. Would you turn to Exhibit 6, please. And do you
25 recognize Exhibit 6?

1 A Seeing John Lemke down to the Eagle Butte Planning Office
2 and he told me that the Bank had told him to have me write
3 a letter describing what I was doing all winter. I don't
4 know why. It seems as though there was some rumors going
5 around that I just let the cows die.

6 Q Who is John Lemke?

7 A He was the planning officer in Eagle Butte here.

8 Q And as a result of that request, you wrote up this letter?

9 A Yes.

10 Q And you sent it to Bank of Hoven?

11 A Yes.

12 Q And I see on page two you copied it to others?

13 A Sent it to John Lemke, Cheyenne River Tribe Credit
14 Officer; Russell McClure, Agency Superintendent; Stacey
15 Johnston, Area Loan Specialist; and Delbert Brewer, Area
16 Director.

17 Q Okay. Page one you start out with December 5. Where were
18 you on December 5, 1996?

19 A I was in Hoven discussing our plans for our cattle
20 operation and doing the contract.

21 Q But that was the date that you signed Exhibit 6 and 7,
22 isn't it, the loan agreement --

23 A Yes.

24 Q -- and the lease with option to purchase?

25 A Yes.

1 Q At that meeting, did you discuss your needs for a line of
2 credit?

3 A Yes.

4 Q With who?

5 A Everybody that was there.

6 Q And did you explain why?

7 A Yeah. Because winter was coming on fast and we needed to
8 move the hay. We had the hay. We needed the operating
9 money.

10 Q How much hay did you have?

11 A 1400 ton.

12 Q Was that adequate to care for your cattle?

13 A Yes.

14 Q Where were the cattle?

15 A They was down on my range unit down in the winter country.
16 It's about 20 miles from home. We usually raise the feed
17 up at the farm and take the cattle down to the breaks in
18 the winter.

19 Q What do you mean by the "breaks"?

20 A Down on the range unit.

21 Q What do "breaks" mean?

22 A Well, it's real deep draws and stuff, and they get out of
23 the wind down there. You know, they can take a very hard
24 winter.

25 Q And where was the hay?

1 A It was up at the farm.

2 Q And that's how much distance from where the cattle were?

3 A About 20 miles.

4 Q And why does it take operating expense to move the hay to
5 the cattle?

6 A It takes -- it takes money to hire stack movers, you know.
7 They don't -- they can't -- they don't do it for nothing,
8 and they need the money up front just about because they
9 haul it.

10 Q And how was this hay packaged?

11 A Round bales.

12 Q So the round bales needed to be loaded?

13 A Yes.

14 Q On trucks?

15 A Yeah.

16 Q And taken to the cattle?

17 A Taken down there and stacked.

18 Q And unloaded and stacked?

19 A Yes.

20 Q And what was the response of those who were there at the
21 signing of the loan agreement and the lease with option to
22 purchase?

23 A Well, all that I got is that I would be -- they would be
24 receiving the BIA guarantee shortly.

25 Q And then what?

1 A And then I would get my operating loan.

2 Q Okay. And December 11th under the paragraph entitled
3 December 11th, what were you referring to there?

4 A The 11th, Jim Nielsen told me he would fax the papers to
5 Lemke's office and that's referring to -- that's referring
6 to that letter, the one we just --

7 Q Exhibit 8?

8 A The one we just done.

9 Q Okay.

10 A Where Jim Nielsen wrote to McClure asking for the
11 guarantee, the incomplete application.

12 Q And what did he tell you about that?

13 A I -- I don't know who you are talking about.

14 Q Well, under December 11th, you say all that was needed is
15 Stacey Johnston and the Area Director's signatures?

16 A Well, that's all it would have taken.

17 Q Okay.

18 A But it was an incomplete application, and nobody could
19 sign it.

20 Q The next paragraph. What did you do?

21 A It says after deciding that we were going to keep the
22 calves and run for yearlings, which was decided when we --
23 when we done the contract.

24 Q Who decided that?

25 A Well, when I got the contract, that's where it come up,

1 insured which the blanket insurance would have cost
2 approximately \$2,000 covering the cattle plus. The
3 insurance was brought to everyone's attention the first
4 part of December."

5 Q And by "everyone's attention," who are you talking about?

6 A At the Bank.

7 Q And was -- how is -- how did you plan to pay for that
8 2,000 insurance premium?

9 A With the operating loan.

10 Q Okay. And you never did get the operating loan?

11 A No.

12 Q And then you couldn't insure the cattle?

13 A Right. I had them insured before, but I didn't -- I ran
14 out of money, and I couldn't renew the premium.

15 Q Okay. Go to the next paragraph if you would.

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

20 Q And the next paragraph?

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

25 Q Now, those that didn't drift out of the draws, down in the

1 Q And that's out of the calves?

2 A Yeah. 349 cows and I lost 230 head.

3 Q And how many cows did you have left then after the winter
4 blizzards?

5 A 119.

6 Q Now, if you had operating money and were able to get your
7 hay down to those cows, in your experience with that
8 winter quarters, would your cows have been able to
9 survive?

10 A Yes.

11 Q And would your calves have been able to survive?

12 A Yes.

13 Q And had you wintered there before with hay available in
14 the breaks?

15 A Yes.

16 Q Now in connection with Exhibit 14, you mentioned FEMA.
17 What is that?

18 A It's a federal disaster deal that pays you a percentage of
19 what your loss is.

20 Q Is that also part of when I see the letters LIP, LIP?

21 A Yes.

22 Q In connection with the FEMA application, did anyone from
23 the U. S. Government Department of Agriculture or
24 otherwise come and verify these losses?

25 A Yes. An outfit out of Kansas City was the inspector

1 A That would buy the land back.

2 Q From the Bank?

3 A From the Bank.

4 Q Take a look at Exhibit 18, please. What does that
5 document say?

6 A This is a letter back from the Bank dated December 2nd,
7 1998, the next day, and it was saying that there would be
8 no extension, and the contract terminates December 5th.

9 Q Okay. And as of this date, December 2, 1998, had the Bank
10 ever made the operating loan of \$70,000 to you?

11 A No.

12 Q And had the Bank ever made the loan of 53,000 so you could
13 buy the 110 head of calves?

14 A No.

15 Q And had the Bank ever reapplied to the BIA with a more
16 complete application for increasing the guaranteed 84 to
17 90 percent?

18 A No.

19 Q Would you go to Exhibit 20, please? What was your
20 understanding of those three documents that are marked
21 Exhibit 20?

22 A It was a letter from the Bank of Hoven addressing the
23 Tribal Court with certain notice to quit on me to get off
24 the land.

25 Q And this was the Cheyenne River Sioux Tribe Tribal Court?

1 line in that first exhibit?

2 A 77,000 -- 80,000.

3 Q 84,000, isn't it?

4 A Right, 84. Yes.

5 Q \$84,477, right?

6 A The eighth month.

7 Q The eighth month. So what that indicates is with that
8 particular cash flow, you would have needed \$85,000 in
9 order to break-even because you have a loss -- you have a
10 minus balance of 84,000 on the eighth month, right?

11 A According to this cash flow.

12 Q Yes. And that cash flow is the one that was sent from the
13 Chairman's Office, did not originate from the Bank of
14 Hoven, but was sent from the Chairman's Office on
15 December 11th, right?

16 A Who made it?

17 Q Who makes them over at the Chairman's Office?

18 A I don't know who made it.

19 Q Well, isn't that where Ronnie -- John Lemke works?

20 A He did, yes.

21 Q Were you over there then?

22 A I don't know if I was over there at this date.

23 Q Well, when John Lemke would make out cash flows, wouldn't
24 he talk to you about what figures to put in?

25 A I don't know. I don't know these cash flows. That's all

1 modification which requires a more complete application,
2 and it sent them the criteria and stuff on making a
3 correct and complete application, which was never done.

4 Q And in the loan agreement, Exhibit 6, whose obligation was
5 it in your agreement to make application to the BIA?

6 A The Bank of Hoven.

7 Q And you're looking at Exhibit 11. Was -- did the BIA
8 point out to the Bank that the application was not
9 complete?

10 A Yes.

11 Q And to your knowledge --

12 A It says right in here, "We will not act on your
13 December 12th, 1996 request, until we have received a
14 complete application. Under separate cover we are again
15 sending a copy of 25 CFR 103."

16 Q And to your information, has the Bank ever reapplied to
17 the BIA with a complete application?

18 A No. Not for this program.

19 Q In this letter we are looking at, Exhibit 11, is there any
20 mention of an emergency feed loan to you?

21 A Yes.

22 Q And is the BIA authorizing or approving that loan?

23 A Yes, they are. It says, "We understand the emergency
24 situation caused by the severe winter conditions;
25 therefore, we concur with a loan for emergency expenses.

1 These expenses should be documented and readily available
2 to the agency superintendent. This decision is made with
3 the intention of preserving collateral. Refer to 25 CFR
4 103.22 for further direction and documentation."

5 Q And in this letter -- who's writing this letter?

6 A The Area Director.

7 Q Of?

8 A The United States Department of Interior, Bureau of Indian
9 Affairs.

10 Q And who is he writing it to?

11 A He is writing it to Mr. Nielsen, the loan officer at the
12 Bank.

13 Q And did the Bank make an emergency operating loan to you
14 in response to this letter and authorization by the BIA?

15 A No.

16 Q Did you request that the Bank release money so you could
17 move the hay to the cattle before the cattle died?

18 A Yes.

19 Q When was that?

20 A All through November and December and January, February.
21 There was one time before Christmas. I don't know the
22 exact day. I was sitting in John Lemke's office at the
23 Planning Office in Eagle Butte here, and we was discussing
24 this. And he -- and he said -- he brought up this -- this
25 documentation or this CFR 25, 103.22.

1 Q What did that deal with?

2 A That dealt with the emergency feed deal to protect the
3 collateral.

4 Q And the collateral was?

5 A The cattle.

6 Q What happened then?

7 A I said let's go for it. So he called the Bank up. I sat
8 in his office and listened to him talk to the Bank, so
9 they were informed about it.

10 Q And that was what point in time?

11 A Just before Christmas in 1996.

12 Q And did the Bank make any emergency loan to move the hay
13 to the cattle at that point in time?

14 A No.

15 Q Did the severe winter weather kill the cattle or did the
16 Bank's failure to make the loan -- the operating loan in
17 your view kill the cattle?

18 A What killed the cattle was I -- they didn't have any feed,
19 you know. If they would have had feed and if I could have
20 moved the hay, if I would have had the operating money to
21 move the hay, the cattle would have had no problems
22 because they was in the -- some of the best winter country
23 in -- around here.

24 Q On cross-examination I believe you -- correct me if I'm
25 wrong -- you answered counsel that you had some hay in the

1 contracted or leased to an Indian-owned entity on the
2 reservation."

3 Q And as you were being advised then, Chuck, did you mean
4 that the Bank would not sell the Long land back to the
5 Longs on a contract for deed? ✓

6 A Yes.

7 UNIDENTIFIED: (INAUDIBLE).

8 THE COURT: Okay. We're bringing you lunch, Jurors, so we'll
9 probably break at 12, although -- is that clock still
10 fast?

11 UNIDENTIFIED: Yes.

12 THE COURT: All right. The jury is now being shown a blowup
13 of Exhibit No. --

14 MR. HURLEY: 4.

15 THE COURT: -- 4.

16 Q (BY MR. HURLEY) Would you turn to Exhibit 5A, please?
17 And this shows that it's from Charles Simon, yourself, to
18 John Lemke at the CRST Credit Office, correct, dated
19 November 1st, 1996. It's your Deposition Exhibit 18
20 marked in the upper right corner?

21 A Yes.

22 Q Okay. Can you recall we talked about this at your
23 deposition?

24 A Yes.

25 Q And this is -- this is a document or a report that you

1 guaranteed amount of \$428,930 at 84 percent, correct?

2 That's 16.

3 A Exhibit 16?

4 Q Yes, please.

5 MR. VON WALD: That, Your Honor, I don't believe is in evidence
6 yet.

7 THE COURT: I've got 16 was never offered. So do you want to
8 offer it now?

9 MR. HURLEY: Yes, please. Given for quick reference here.

10 THE COURT: All right.

11 Q (BY MR. HURLEY) So it would be 10 percent of that or
12 approximately \$42,800?

13 A Yes.

14 Q And under the CFR, that would be for the preservation,
15 maintenance, or maintenance to the property?

16 A Yes.

17 Q Or the collateral?

18 A Yes.

19 Q It would be for the protection of the interest of the
20 lender or the borrower?

21 A Yes.

22 Q To take care of the collateral? And the repayment of the
23 protective advance would be automatically guaranteed at
24 the same percentage rate as applied to the original amount
25 of the loan, correct?

1 Q And you would agree that what he has down there was the
2 reason why that note was made and how that money was
3 spent?

4 A Yes.

5 Q Okay. And the total there is 23,968, and that's what you
6 were referring to just a minute ago in your comments?

7 A Yes.

8 Q Okay. In your letter to Mr. Lemke, Exhibit 6, which is
9 the loan agreement, and isn't it true that the \$70,000
10 operating loan was never made to the Longs?

11 A Yes.

12 Q And it's also true that the \$53,300 loan was never made?

13 A There was revisions to that, Jim, so eventually there is
14 something made to them but --- but in those amounts, no.

15 Q Okay. And it's true that the funds to purchase the 110
16 calves in the amount of 37,500 to be fed and pastured with
17 the Long calves, that loan was not made?

18 A That's right.

19 Q And therefore, the Longs were unable to buy the 110
20 calves, correct?

21 A Yes.

22 Q And it's true that the Bank was aware of the situation in
23 December of '96, January of '97, where the Longs had a
24 problem, and they couldn't get their hay moved over to
25 their cattle?

1 A No, we weren't aware of that.

2 Q Do you recall when I took your deposition August 4th of
3 2000?

4 A Yes.

5 Q And I asked you this question --

6 MR. VON WALD: What page are you referring to, Jim?

7 MR. HURLEY: This is 81.

8 Q (BY MR. HURLEY) Right after the questions that I just
9 asked you, "The Bank was aware of that situation where the
10 Longs had a problem they couldn't get their hay moved to
11 their cattle?" And your answer was "yes." Do you see
12 that?

13 A Yes.

14 Q So was your -- does that refresh your recollection?

15 A Yes.

16 Q Then the Bank was aware that the Longs had that problem,
17 and they needed to get some money to get that hay moved
18 over to the cattle, correct?

19 A Yes.

20 Q And other than the loans which you just referred to in
21 Exhibit 23 -- excuse me -- 22, and we just went through
22 those for the grass lease for the coming year, the used
23 snowmobile, payment of the old bills in the amount of
24 23,968, the Bank did not make any other emergency loan to
25 the Longs in December, January -- December 1996,

1 January 1997; isn't that right?

2 A Yes.

3 Q And would you turn to Exhibit 17, please? And this is the
4 letter of Ronnie Long to the Bank. Do you see that?

5 A Yes.

6 Q And it's dated December 1, 1998?

7 A Yes.

8 Q So he wrote the letter some three or four days before the
9 two years was up under the lease with option to purchase?

10 A Yes.

11 Q And you knew that the Longs wanted to buy their land back,
12 correct?

13 A Yes.

14 Q And we saw in the lease where if the Longs had paid their
15 5 percent down payment, then they would have a 60-day
16 extension, correct?

17 A Yes.

18 Q And Ronnie Long states in the letter that -- states in the
19 letter that "I have four possibilities for refinancing and
20 paying the debt off against the land that the Bank holds
21 the deed on." Do you see that?

22 A Yes.

23 Q And, "This will allow me the necessary time to try to
24 secure the financing for this endeavor. I have a bank
25 interested and will be looking at the land in the next day

- 1 A Yes, I did.
- 2 Q And there was testimony that Chuck Simon, Jim Nielsen,
3 both were present from the Bank. Do you recall that?
- 4 A Yes, I do.
- 5 Q And also Bank of Hoven, President Dennis Jensen was
6 present?
- 7 A He was there, yeah.
- 8 Q And Bank Attorney, David Von Wald, was present?
- 9 A I think I sat next to David.
- 10 Q And you and Brett Maxon were there?
- 11 A Brett Maxon, my assistant.
- 12 Q And from the CRST Planning Office, John Lemke?
- 13 A Yeah, John was there.
- 14 Q Harley Henderson?
- 15 A Harley was there.
- 16 Q Also Monica Lind?
- 17 A Yeah.
- 18 Q And she's from the local CRST office as well?
- 19 A Right.
- 20 Q And Ronnie and Lila Long?
- 21 A Yes, they were there.
- 22 Q And then Stacey Johnston of the BIA was present by speaker
23 phone; is that correct?
- 24 A Speaker phone, yeah.
- 25 Q And during the period of time that you were working with

1 the Longs, as far as you know, they were not working with
2 a lawyer on their behalf?

3 A No. Never talked to any attorneys at any time.

4 Q And what was your involvement in this project with the
5 Longs and the Bank?

6 A As director and as head of the program, we assigned some
7 of the work to Brett Maxon, my associate, so he was always
8 kind of working when we traveled. But I usually had the
9 final say on what was going to be submitted to -- to the
10 BIA or to the Bank for consideration in terms of
11 documentation or -- in this case, you know, particularly,
12 probably the cash flow (INAUDIBLE).

13 Q Would you turn in the book before you to Exhibit 8A? The
14 implication do you see in that date line on there of 10-29
15 of 1996?

16 A Yes.

17 Q I will show you that blowup of 8A.

18 MR. HURLEY: May I show these to the jury, Your Honor?

19 THE COURT: You may.

20 Q (BY MR. HURLEY) Do you recognize those cash flows?

21 A Yes, I do.

22 Q And are those cash flows in part your work product?

23 A Yes.

24 Q Did you work with Ronnie and Lila Long in developing those
25 cash flows?

1 Q And there was some talk that somebody made a presentation
2 in front of the group in terms of a blackboard or some
3 other presentation that everyone could see. Do you recall
4 that?

5 A Yes.

6 Q And who did that?

7 A Brett Maxon, I think was doing our writing for us at that
8 time.

9 Q Okay. And he was summarizing what was going on?

10 A Right.

11 Q At the end of that group meeting, what was the outcome?

12 A Well, I think we all came away feeling that this was
13 pretty well a done deal now. And with, like I said, the
14 consensus of the group, yeah, let's go forward with it.
15 And Stacey didn't seem to have any problems with what we
16 came up with. I don't think a lot of emphasis was put on
17 the guarantees because the loans that were there already
18 had 80 percent or 84 percent guarantees, so going to 90
19 really isn't going -- it's going to give the Bank a
20 6 percent extra cushion, but there's still -- you know,
21 the collateral seemed to be there, the guarantee was in
22 place already, so it was just a matter of getting his kind
23 of like -- kind of a nod that -- that the -- from the
24 speaker phone that, yeah, let's go ahead and do it now.

25 Q Was that --

1 A And I think the --

2 Q Was that the position of the BIA?

3 A Yeah, right.

4 Q In agreement?

5 A I would say so, yeah.

6 Q Was that the position of the Bank in agreement?

7 A Right.

8 Q When you look at your cash flow -- and we have it up here
9 on the board, Exhibit 8A -- were you asked to explain the
10 cash flow?

11 A I can't really say that we went through that in detail;
12 but to come up with these numbers, the operating loan and
13 all of that, I think we might have did that stuff on the
14 board. And this document was prepared afterwards and then
15 submitted to John Lemke.

16 Q Did the numbers at that meeting indicate that the plan
17 would work?

18 A Right. Yeah, it did.

19 Q And were you asked if the plan would work in your opinion?

20 A Yes. I think we did, yeah.

21 Q Because if the plan wasn't going to work cash flow wise,
22 then what?

23 A Well, we wouldn't -- you know, we wasted our time then.
24 Why would we present something that -- that isn't going to
25 work? The cash flow -- you have to have money coming in;

1 credit at all?

2 A No.

3 Q And in your work is an operating line of credit important
4 to this farm and ranch business?

5 A Well, yes, it is, because in farming and ranching both,
6 your income is mostly one time a year, you know. If it's
7 crops, it's in September and October. If it's cattle,
8 it's in October and November. So the remaining 9 months
9 or 11 months, you got to have something to keep your
10 operating going, and usually we front-load. I mean you
11 can look at your cash flows. We front load our operating
12 money in the beginning of the plan. And if they need
13 something during the hay season and so forth like that,
14 then we load it again. But -- I mean without operating
15 money, you're doomed. I mean you're doomed to fail right
16 away.

17 THE COURT: That -- Jim?

18 MR. HURLEY: Yes.

19 THE COURT: You've blown up Exhibit 8? Is that what you're
20 showing here?

21 MR. HURLEY: This is Exhibit 8.

22 THE COURT: All right. That's the cash flow that was
23 submitted along with the --

24 MR. HURLEY: Financial statement.

25 THE COURT: -- with the increase and the guarantee. You

1 didn't have that blown up last week, right?

2 MR. HURLEY: No. Because I didn't know it existed.

3 THE COURT: Just for the record, you've now blown up 8.

4 MR. HURLEY: Yes, sir.

5 THE COURT: All right.

6 A That's not our work.

7 Q (BY MR. HURLEY) Pardon?

8 A That's not our work, that -- that cash flow.

9 Q And this is Exhibit 8, which was an attachment with the
10 letter December 12th, you're looking at, which is Exhibit
11 8, correct?

12 A Yeah.

13 Q And you have the smaller versions of what the jury has,
14 right?

15 A (INAUDIBLE).

16 Q And you were explaining that the operating loan is key to
17 the success of a farm and ranch business like the Longs
18 have?

19 A Yes.

20 Q And does the operating loan also have to be timely? In
21 other words, when it's needed?

22 A Well, yes. It's kind of what I said earlier. We
23 front-load ours to make sure they've got enough right
24 away.

25 Q And before coming here today, had you ever seen this cash

1 flow before?

2 A No, I haven't. I don't know who would submit this. I
3 mean you've got a checking account that's in arrears for
4 28,000 the first month.

5 Q How do you know that?

6 A Well, it says it right here. Debt of 28,000, ending cash.

7 Q Do the parentheses around it mean that you're --

8 A I mean I wish I had a bank that would give me a line of
9 credit or let me write overdrafts in those amounts
10 straight through. I mean that would be everybody's dream,
11 I think, that --

12 Q If you were looking at a business with this cash flow
13 versus the one you did, would this one appear to have less
14 of a chance of making it?

15 A Well, yes. Yeah. I don't think the Bureau would even
16 approve that.

17 Q And under this, as we can see from the letter, the line of
18 credit is increased from 70,000 to 85,000. Do you see
19 that?

20 A Right on the left, yeah.

21 Q Does that indicate that this cash flow for the same
22 business is more needy of borrowed money?

23 A Yes.

24 MR. HURLEY: May I approach, Your Honor?

25 THE COURT: You may.

1 Q Yeah. At the end of the second year according to your
2 cash flow here, he should end up with about 130,000,
3 right?

4 A Yes.

5 MR. VON WALD: No more questions.

6 THE COURT: All right. Jurors -- all right. We've got a
7 question from the jury. Thank you. Okay. I think this
8 is a good question, good and simple, the way I like it.
9 "Whose initials are on top of 8A cash flow, Year 1?" I
10 don't know if Dennis knows that, but . . . It's the one --
11 can the parties stipulate whose initials are those?

12 MR. VON WALD: I think it's Jim Nielsen's.

13 THE COURT: Do you stipulate to that?

14 MR. HURLEY: That would be fine, Your Honor.

15 THE COURT: The answer to the question is Jim Nielsen who
16 is --

17 MR. VON WALD: A bank officer.

18 THE COURT: -- a bank officer. It's a good question though,
19 Jurors. Okay. Thank you.

20 THE WITNESS: Thank you.

21 (WITNESS EXCUSED).

22 THE COURT: Anything else from the plaintiff?

23 MR. HURLEY: Your Honor, may I have half a moment?

24 THE COURT: A half a moment.

25 MR. VON WALD: That's a short one.

**INDEX OF ATTACHMENTS TO DEFENDANTS' BRIEF IN
SUPPORT OF DEFENDANTS' MOTION FOR SUMMARY JUDGMENT**

1.	Jury Verdicts.
2.	Letter from Bank of Hoven to Ronnie Long dated 4/26/96. Trial Exhibit 4.
3.	Loan Agreement and Lease With Option to Purchase dated 12/5/96. Trial Exhibits 6 and 7.
4.	Letter from Bank of Hoven to Dennis Huber, ND/SD Indian Business Development Center dated 1/16/97. Trial Exhibit 10.
5.	Letter from Bureau of Indian Affairs Area Director, United States Department of Interior to Bank of Hoven dated 2/14/97. Trial Exhibit 11.
6.	Letter from Ronnie Long to Bank of Hoven dated 12/1/98. Trial Exhibit 17.
7.	Letter from Bank of Hoven to Ronnie Long dated 12/2/98. Trial Exhibit 18.
8.	Deed from Bank of Hoven to Ralph and Norma Pesicka dated 3/17/99. Trial Exhibit 19.
9.	Letter from Bank of Hoven's counsel to CRST Tribal Court enclosing a Notice to Quit requesting the CRST Tribal Court serve the Notice to Quit on the Longs dated 6/4/99. Trial Exhibit 20.
10.	Notice to Quit to Long Family Land and Cattle Co., Inc. and Ronnie Long from Bank of Hoven dated 5/19/99 and Certificate of Service signed by CRST Tribal Court Chief Judge dated 6/15/99.
11.	Contract for Deed entered into by Bank of Hoven, Seller, to Edward and Mary Jo Maciewjewski, Buyers, dated 6/25/99, and Deed from Plains Commerce Bank to Edward and Mary Jo Maciewjewski dated 1/11/02. Trial Exhibit 21.
12.	Letter from CRST Tribal Enrollment Office dated 12/9/02 stating that the Maciewjewskis and the Pesickas are not tribal members. Trial Exhibit 26.
13.	Order entered 1/3/03 by CRST Special Trial Court Judge B. J. Jones.
14.	Judgment entered 2/18/03 by CRST Special Trial Court Judge B. J. Jones
15.	Supplemental Judgment entered 2/18/03 by CRST Special Trial Court Judge B. J. Jones.
16.	Memorandum Opinion and Order entered 11/22/04 by CRST Court of Appeals Chief Justice Frank Pommersheim and Associate Justices Everett Dupris and Patrick Lee.
17.	CFR § 103.7 requires a corporation to be 51% Indian owned to be eligible for BIA guaranteed loans.
18.	Chapter IV Sec. 1-4-1 of the CRST Law and Order Code - Jurisdiction.
19.	BIA Guaranty of Bank of Hoven loans to Longs requires first lien on all receivables, livestock, feed, grain, crops, machinery, equipment, and a second lien on all real estate and vehicles.
20.	Certificate of Incorporation for Long Family Land and Cattle Company, Inc. dated 3/24/87. Trial Exhibit 1.
21.	Last Will and Testament of Kenneth L. Long dated 6/29/95. Trial Exhibit 2. Agreement Relinquishing Interest. Trial Exhibit 3.
22.	Bank of Hoven received funds from the BIA under the BIA guarantees. Trial Exhibit 16.