



10-14-1998



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FORM PTO-1594
1-31-92 □

09-17-1998

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #22

CORDATION F
TRADEMARKS

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

BOX ASSIGNMENTS, Commissioner of Patents and Trademarks, Washington, D.C. 20231
Please record and index the attached original documents or copy thereof.

1. Name of conveying party(ies): Specialty Pet Seeds, LLC
State of Wisconsin Corporation
9-17-98

2. Name and address of receiving party(ies):
Name: M&I Mid-State Bank
Address: P.O. Box 8
City: Stevens Point, WI Zip: 54481

3. Nature of Conveyance: Other - Order Confirming Sheriff's Sale
Execution Date: June 24, 1997

Type of Company: State Banking Corporation
Corporation-State: Wisconsin
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

4. A. Trademark Application No.(s) None

B. Trademark Registration No.(s)
1,944,838; 1,803,362; and 1,718,507

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Timothy M. Kelley
Michael Best & Friedrich LLP
Suite 3300
100 East Wisconsin Avenue
Milwaukee, WI 53202-4108

6. Total number of applications and registrations involved:
3

7. Total fee (37 CFR 3.41):.....\$ 90.00
 Enclosed
 Deficiencies in fee charged to deposit account

8. Deposit account number: 13-3080

10/09/1998 DMSUYEH 0000209 1944838

DO NOT USE THIS SPACE

01 FC:481
04 FC:482

40.00 OP
50.00 OP

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Timothy M. Kelley
Name of Person Signing
Timothy M. Kelley
Signature
Total number of pages including cover sheet, attachments, and document: 51

September 17, 1998
Date

OMB No. 0651-0011 (exp. 4/94) TFORM/TMASSIGN

Attorney File 66449/9001

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TRADEMARK
REEL: 1798 FRAME: 0001

COPY
CIRCUIT COURT

COPY

STATE OF WISCONSIN

WAUSHARA COUNTY

M&I MID-STATE BANK,
a state banking corporation,
f/k/a M&I Mid-State Bank, N.A.,
P.O. Box 70
Coloma, WI 54930-0070,

Plaintiff,

vs.

SPECIALTY PET SEEDS, LLC,
a Wisconsin limited liability
company,
W13642 Apache Drive
Plainfield, WI 54966-9798,

TRIPLE "C" ACRES, INC.,
a Wisconsin corporation,
514 Wautoma Road
Coloma, WI 54930,

BUSHMAN ASSOCIATES, INC.,
a Wisconsin corporation,
9097 River Road
Wittenberg, WI 54499,

TATERLAND FARMS, INC.,
a Wisconsin corporation,
W5485 County KK
Plainfield, WI 54966,

WC&A INC.,
a Wisconsin corporation,
Route 1, Box 475
Plainfield, WI 54966,

FRANK PRINCE, d/b/a PRINCE FARMS,
200 County O
Hancock, WI 54943,

AMENDED SUMMONS

Case Classification:
Foreclosure of Mortgage

Case Code No.: 30404

Case No.: 97CV-35

FILED

MAR 11 1997

CIRCUIT COURT,
WAUSHARA CO., WIS.

MENASHA CORPORATION,
a Wisconsin corporation,
P.O. Box 367
Nennah, WI 54957-0367,

Defendants.

THE STATE OF WISCONSIN:

To each person named above as a defendant:

You are hereby notified that the plaintiff named above has filed a lawsuit or other legal action against you. The Amended Complaint, which is attached, states the nature and basis of the legal action.

Within twenty (20) days of receiving this Amended Summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Amended Complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is Clerk of Courts, Waushara County Courthouse, 209 Saint Marie Street, Wautoma, Wisconsin 54982-0507, and to Anderson, Shannon, O'Brien, Rice & Bertz, plaintiff's attorneys, whose address is 2840 Post Road, P.O. Box 340, Plover, Wisconsin 54467. You may have an attorney help or represent you.

If you do not provide a proper answer within twenty (20) days, the court may grant judgment against you for the award of money or other legal action requested in the Amended Complaint, and you may lose your right to object to anything that is or may be incorrect in the Amended Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 11th day of March, 1997.

ANDERSON, SHANNON, O'BRIEN, RICE & BERTZ

By 

ROBERT F. KONKOL, A Member of the Firm
Attorneys for Plaintiff
2840 Post Road, P.O. Box 340
Plover, WI 54467-0340
Telephone: 715/341-2560
State Bar ID No.: 1016986

STATE OF WISCONSIN

CIRCUIT COURT

WAUSHARA COUNTY

M&I MID-STATE BANK,
 a state banking corporation,
 f/k/a M&I Mid-State Bank, N.A.,
 P.O. Box 70
 Coloma, WI 54930-0070,

Plaintiff,

vs.

SPECIALTY PET SEEDS, LLC,
 a Wisconsin limited liability
 company,
 W13642 Apache Drive
 Plainfield, WI 54966-9798,

TRIPLE "C" ACRES, INC.,
 a Wisconsin corporation,
 514 Wautoma Road
 Coloma, WI 54930,

BUSHMAN ASSOCIATES, INC.,
 a Wisconsin corporation,
 9097 River Road
 Wittenberg, WI 54499,

TATERLAND FARMS, INC.,
 a Wisconsin corporation,
 W5485 County KK
 Plainfield, WI 54966,

WC&A INC.,
 a Wisconsin corporation,
 Route 1, Box 475
 Plainfield, WI 54966,

FRANK PRINCE, d/b/a PRINCE FARMS,
 200 County O
 Hancock, WI 54943,

AMENDED COMPLAINT

Case Classification:
 Foreclosure of Mortgage

Case Code No.: 30404

Case No.: 97CV-35

FILED

MAR 11 1997

CIRCUIT COURT.
 WAUSHARA CO., WIS.

**MENASHA CORPORATION,
a Wisconsin corporation,
P.O. Box 367
Neenah, WI 54957-0367,**

Defendants.

IDENTIFICATION OF PARTIES

1. Plaintiff is a state banking corporation engaged in business as such with one of its places of business being in Coloma, Wisconsin having a postal address of P.O. Box 70, Coloma, Wisconsin 54930-0070, and that it was formerly known as M&I Mid-State Bank, N.A.

2. Defendant Specialty Pet Seeds, LLC ("Mortgagor Defendant") is a Wisconsin limited liability company engaged in the millet processing business with its principal place of business located at W13642 Apache Drive, Plainfield, Wisconsin 54966-9798.

3. Defendant Triple "C" Acres, Inc. is a Wisconsin corporation engaged in the farming business with its principal place of business located at 514 Wautoma Road, Coloma, Wisconsin 54930. It may claim some interest or lien in and to the personal property of Mortgagor Defendant by virtue of that certain Financing Statement filed with the Waushara County Register of Deeds on October 11, 1996 and with the Department of Financial Institutions on October 14, 1996. The interest or lien, if any, of said defendant, in and to the personal property for which plaintiff is seeking a replevin judgment herein is subsequent, subordinate and junior to the lien of bank's security interest.

4. Defendant Bushman Associates, Inc. is a Wisconsin corporation with its

principal place of business located at 9097 River Road, Wittenberg, Wisconsin 54499 he may claim some interest or lien in and to the personal property of Mortgagor Defendant by virtue of that Financing Statement filed with the Waushara County Register of Deeds on October 4, 1996 and Financing Statement filed with the Department of Financial Institutions on October 7, 1996. The interest or lien, if any, of said defendant, in and to the personal property in which plaintiff is seeking a replevin judgment herein is subsequent, subordinate and junior to the lien of plaintiff's security interest.

5. Defendant Taterland Farms, Inc. is a Wisconsin corporation with its principal place of business at W5485 County KK, Plainfield, Wisconsin 54966. It may claim some interest or lien in and to the personal property of Mortgagor Defendant by virtue of that certain Financing Statement filed in the Waushara County Register of Deeds on October 10, 1996 and filed with the Department of Financial Institutions on October 11, 1996. The interest or lien, if any, of said defendant, in and to the personal property for which plaintiff is seeking a replevin judgment herein is subject, subordinate and junior to the lien of bank's security interest.

6. Defendant WC&A Inc. is a Wisconsin corporation with its principal place of business located at Route 1, Box 475, Plainfield, Wisconsin 54966. It may claim some interest or lien in and to the personal property of Mortgagor Defendant by virtue of that certain Financing Statement filed with the Secretary of State's Office on June 2, 1994. The interest or lien, if any, of said defendant, in and to the personal property for which plaintiff is seeking a replevin judgment herein is subsequent, subordinate and junior to the lien of bank's security interest.

7. Defendant Frank Prince is an adult resident of Waushara County and is engaged as a sole proprietor in the farming business doing business under the style and name of Prince Farms with his place of abode being 200 County O, Hancock, Wisconsin 54943. He may claim some interest or lien in and to the real estate being foreclosed herein by virtue of that certain judgment docketed in the Office of the Clerk of Circuit Court for Waushara County, Wisconsin against Specialty Pet Seeds, LLC on February 18, 1997 in the amount of \$2,731.85. The interest or lien, if any, of said defendant, in and to the real estate being foreclosed herein is subsequent, subordinate and junior to the lien of plaintiff's mortgage.

8. Defendant Menasha Corporation is a Wisconsin corporation with its principal place of business located in Neenah, Wisconsin having a postal address of P.O. Box 367, Neenah, Wisconsin 54957-0367. It may claim a lien to the real estate being foreclosed herein by virtue of that Judgment docketed in the Waushara County Clerk of Courts against Specialty Pet Seeds, LLC on March 10, 1997 in the amount of \$4,519.91. The lien of said defendant in and to the real estate being foreclosed herein is subsequent, subordinate and junior to the lien of plaintiff's mortgage.

FIRST CLAIM

9. Plaintiff realleges all of the allegations of the Identification of Parties as if set forth herein at length.

10. On or about September 18, 1995, Mortgagor Defendant executed the attached Revolving Credit Agreement marked Exhibit "A" for a valuable consideration.

11. The Revolving Credit Agreement is secured by the attached Real Estate

Mortgage dated May 9, 1994 marked Exhibit "B".

12. The Revolving Credit Agreement is further secured by the attached General Business Security Agreement dated May 9, 1994 and Financing Statement marked Exhibit "C" and by the attached Chattel Security Agreement dated May 9, 1994 and Confirmation of Security Interest Perfection marked Exhibit "D".

13. Mortgagor Defendant is in default on the Revolving Credit Agreement for, among other reasons, failing to maintain the required ratio of collateral to debt as set forth in the terms of the Revolving Credit Agreement, failing to keep complete and accurate books of records and accounts, and failing to permit plaintiff to examine and inspect the Mortgagor Defendant's books, records and collateral and failing to keep the business in operation, having stopped the business on February 28, 1997.

14. Mortgagor Defendant is in default on the General Business Security Agreement for failing to deposit with plaintiff all proceeds of plaintiff's collateral received by Mortgagor Defendant.

15. Mortgagor Defendant is in default on the Real Estate Mortgage for failing to timely pay the 1996 real estate taxes on the mortgaged premises in the original amounts as follows:

**#22-2031.0200 - \$433.53
#22-2123.0100 - \$3,078.02**

16. By reason of the foregoing, the present balance due and owing as of February 25, 1997 under the Revolving Credit Agreement is as follows:

Principal	\$812,511.43
Interest	<u>11,182.80</u>
TOTAL	\$823,694.23

Per diem \$208.7702

17. The real estate being foreclosed herein is described in the attached Real Estate Mortgage marked Exhibit "B".

18. The real estate being foreclosed herein constitutes the commercial property of Mortgagor Defendant located in the Town of Plainfield, Waushara County, Wisconsin with a street address of W13642 Apache Drive, Plainfield, Wisconsin 54966-9798.

19. The real estate has been abandoned by Mortgagor Defendant, the rents, profits and property are in danger of being lost or materially impaired and a receiver should be appointed to collect rents and prevent waste.

20. Plaintiff is still the holder of the documents referred to herein.

21. No other proceeding is pending for the collection of the sums due herein.

SECOND CLAIM

22. Plaintiff realleges all of the allegations of the First Claim as if set forth herein at length.

23. On or about May 9, 1994, Mortgagor Defendant executed the attached Business Note dated May 9, 1994 marked Exhibit "E" in the original amount of \$323,000.00 for a valuable consideration.

24. As a result of the defaults alleged in the First Claim and pursuant to the rights granted plaintiff under the loan documents executed by Mortgagor Defendant to plaintiff, said Business Note marked Exhibit "E" is fully due and owing in the following amounts

as of February 25, 1997:

Principal	\$172,331.02
Interest	2,303.97
Late charges	<u>1,618.25</u>
TOTAL	\$176,253.24

Per diem \$35.902

25. Said sums are secured by the same collateral as set forth in the First Claim.

THIRD CLAIM

26. Plaintiff realleges all of the allegations of the First Claim as if set forth herein at length.

27. On or about May 9, 1994, Mortgagor Defendant executed the attached Business Note dated May 9, 1994 marked Exhibit "F" in the original amount of \$212,000.00 for a valuable consideration.

28. Said Note is also secured by the same collateral as set forth in the First Claim.

29. As a result of the defaults alleged in the First Claim and pursuant to the rights granted plaintiff under the loan documents executed by Mortgagor Defendant to plaintiff, said Business Note marked Exhibit "F" is fully due and owing in the following amounts as of February 25, 1997:

Principal	\$190,852.49
Interest	2,510.98
Late charges	<u>491.75</u>
TOTAL	\$193,855.22

Per diem \$39.76

FOURTH CLAIM

30. Plaintiff realleges all of the allegations of the First Claim as if set forth herein at length.

31. On or about November 14, 1995, Mortgagor Defendant executed the attached Business Note dated November 14, 1995 marked Exhibit "G" in the original amount of \$262,000.00 for a valuable consideration.

32. Said Note is also secured by the same collateral as set forth in the First Claim.

33. As a result of the defaults set forth in the First Claim, the following amounts are owing under the Business Note attached as Exhibit "G" as of February 25, 1997:

Principal	\$211,921.50
Interest	<u>2,365.66</u>
TOTAL	\$214,287.16

Per diem \$55.923

FIFTH CLAIM

34. Plaintiff realleges all of the allegations of the First Claim as if set forth herein at length.

35. On or about December 26, 1995, Mortgagor Defendant executed the attached Business Note marked Exhibit "H" in the original amount of \$160,000.00 for a valuable consideration.

36. Said Note is also secured by the same collateral as set forth in the First Claim.

37. As a result of the default set forth in the First Claim, the following amounts

are owing under the Business Note attached as Exhibit "H" as of February 25, 1997:

Principal	\$160,000.00
Interest	<u>2,111.11</u>
TOTAL	\$162,111.11

Per diem \$42.2223

WHEREFORE, plaintiff requests judgment as follows:

A. Judgment of foreclosure and sale of the mortgaged premises as provided by law, all on the First, Second, Third, Fourth and Fifth Claims.

B. That the amounts due plaintiff for principal, interest, taxes, disbursements, attorneys fees, insurance premiums and necessary repairs which now may be unpaid or may accrue prior to sale, be adjudged and determined.

C. Defendants and all persons claiming under them be barred and foreclosed of all right, title or equity of redemption in the premises, except the right to redeem the same before sale as provided by law.

D. That the said premises be adjudged to be sold and the proceeds be applied to pay real estate taxes, the amounts due on the Notes, with interest to the time of sale, and for repairs, insurance, taxes, costs and disbursements of this action, attorneys fees and interest pursuant to the terms of the Notes and Mortgage from the date of judgment.

E. That defendants be enjoined from committing waste on said premises or doing any other act that may impair the value of the same between the date of said judgment and the date of the confirmation of sale of said premises, and that a receiver to prevent the commission of waste, be appointed by order of the Court.

F. That the plaintiff have a judgment of replevin for the personal property

described in the Security Agreements attached hereto all on the First, Second, Third, Fourth and Fifth Claims, and that the interests of the defendants, if any, in the said personal property be found inferior, subsequent and junior to plaintiff's interest.

G. For such other relief as may be just and equitable.

Dated this 11th day of March, 1997.

ANDERSON, SHANNON, O'BRIEN, RICE & BERTZ

By  _____

ROBERT F. KONKOL
A Member of the Firm
Attorneys for Plaintiff
2840 Post Road, P.O. Box 340
Plover, WI 54467-0340
Telephone: 715/341-2560
State Bar Number: 1016986

REVOLVING CREDIT AGREEMENT (Business Loans)

Boxes not checked are inapplicable.

SPECIALTY PET SEEDS, LLC

(Name of Customer)

The above named customer ("Customer", whether one or more) agrees with M&I Mid-State Bank

("Lender") as follows:

1. Revolving Loans. Customer requests that Lender lend to Customer from time to time such amounts as Customer may request in accordance with this Agreement (the "Loans"), and, subject to the terms of this Agreement, Lender agrees to lend such amounts up to the aggregate principal amount of \$ 1,025,000.00 at any time outstanding (the "Credit Limit"). Within the Credit Limit, Customer may borrow, repay and reborrow under this Agreement. Lender is not obligated to but may make Loans in excess of the Credit Limit, and in any event Customer is liable for and agrees to pay all Loans.

2. Borrowing Base. The aggregate amount of all Loans at any time outstanding under this Agreement shall never exceed the lesser of the Credit Limit or the Borrowing Base described on Exhibit A.

3. Conditions for Loans. Lender's obligation to make the initial Loan is subject to satisfaction of the following conditions:

(a) Lender shall have received the following security documents and the additional security documents described on Exhibit B, if any (the "Security Documents"), all accompanied by the appropriate financing statements: See Exhibit B

(b) Lender shall have received copies certified by the Secretary of Customer of the articles of incorporation and bylaws of Customer, or by a general partner of Customer of the partnership agreement of Customer, resolutions of the Board of Directors of Customer, or an authorization signed by all of the general partners of Customer, authorizing the issuance, execution and delivery of this Agreement and the Security Documents, if any, and a certification of the names and titles of the representatives of Customer authorized to sign this Agreement and the Security Documents and to request Loans under this Agreement, together with true signatures of such representatives.

(c) Lender shall have received an affidavit of sole ownership executed by the sole proprietor.

(d) Lender shall have received from counsel for Customer a favorable opinion satisfactory to Lender covering the matters described in sections 5(c) and 5(d) or 5(e) as applicable, and 5(h) of this Agreement and such other matters as Lender may reasonably request.

(e) Lender shall have received a guaranty of payment of the Loans duly executed by a minimum of ten members limited to \$25,000.00 each

on WBA form 153

(f) All proceedings taken by Customer in connection with the Loans, the Security Documents and other documents provided to Lender shall be satisfactory to Lender and Lender shall have received copies of all documents reasonably required by it.

4. Loan Procedures. Customer may obtain Loans under this Agreement as provided in (a), (b) or (c) below.

(a) Customer shall give Lender at least business days' prior written notice or verbal or written notice no later than 3:00 P.M. of day advance is required

of any Loan requested under this Agreement, specifying the date and amount of the Loan. Lender will make the Loan available to Customer by crediting the amount of the Loan to Customer's account (acct. no. 4512-618) with Lender or

Each Loan which is less than the full amount available to Customer under this Agreement shall be in an amount not less than \$ 10,000.00

Extension Granted TO: 10-6-96 By: CC [Signature]

9-30-96 OLC [Signature]

Extension Granted TO: 3-7-97 By: OLC [Signature]

Exhibit A

(b) Lender will credit Customer's account (acct. no. _____) with Lender whenever the ledger balance in the account is less than \$ _____ on any banking day (the "Target Amount"), for whatever reason. The Loan will be in an amount within the Credit Limit and Borrowing Base sufficient to increase the balance to the Target Amount. Lender may decline to make any Loan and may refuse to pay any check drawn on the account if the amount available to Customer under this Agreement would not be sufficient to increase the balance in the account to the Target Amount.

(c) _____

Lender's obligation to make each Loan (including the initial Loan) is subject to the further condition that Lender shall have received a certificate signed by Customer, dated the date of the Loan request and stating that the representations and warranties in section 5 are true and correct as of the date of the request and that no event of default has occurred and is continuing or would result from such Loan.

5. Representations. Customer represents and warrants to Lender that on the date of each Loan:

(a) No part of any Loan will be used for personal, family, household or agricultural purposes.

(b) Customer will not use any part of the proceeds of Loans to purchase any margin stock within the meaning of Regulation U of the Board of Governors of the Federal Reserve System.

(c) The execution and delivery of this Agreement and the Security Documents, and the performance by Customer of its obligations under this Agreement and the Security Documents, are within its power, have been duly authorized by proper action on the part of Customer, are not in violation of any existing law, rule or regulation, any order or decision of any court, the Articles of Incorporation, Bylaws, partnership agreement or other governing documents of Customer, as applicable, or the terms of any agreement or restriction to which Customer is a party or by which it is bound, and do not require the approval or consent of any person or entity. This Agreement and the Security Documents, when executed and delivered, will constitute the valid and binding obligations of Customer enforceable in accordance with their terms.

(d) Customer is a corporation validly existing and in good standing under the laws of the State of Wisconsin and is duly qualified as a foreign corporation to do business and is in good standing in every jurisdiction in which the nature of its business or its ownership of properties requires such qualification.

(e) Customer is a _____ partnership legally organized and validly existing under the laws of the State of _____
(general or limited)

(f) All financial statements of Customer furnished to Lender were prepared in accordance with generally accepted principles of accounting consistently applied throughout the periods involved and are correct and complete as of their dates.

(g) (i) There is no substance which has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about any real estate now or at any time owned or occupied by Customer ("Property") during the period of Customer's ownership or use of the Property in a form, quantity or manner which if known to be present on, under, in or about the Property would require clean-up, removal or some other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"); (ii) Customer has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner or person using the Property; (iii) without limiting the generality of the foregoing, Customer has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl (PCBs) or underground storage tanks; (iv) there are no conditions existing currently or likely to exist during the term of this Agreement which would subject Customer to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claim relating to any Hazardous Substance; (v) Customer is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance; and (vi) Customer in the past has been, at the present is, and in the future will remain in compliance with all Environmental Laws. Customer shall indemnify and hold harmless Lender, its directors, officers, employees and agents from all loss, cost (including reasonable attorneys' fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of, or based upon (1) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance described above on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (2) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (3) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law, or (4) breach of this representation or warranty. Customer shall immediately notify Lender in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance on, in, under or about the Property.

(h) There is no litigation or administrative proceeding pending or, to the knowledge of Customer, threatened against Customer which might result in any material adverse change in the business or condition of Customer.

6. Fees. Customer agrees to pay the following nonrefundable fees as a condition of access to credit under this Agreement:

- (a) Commitment fee in the amount of \$ _____
(b) Commitment fee in an amount equal to _____ % per year of the average daily unused portion of the Credit Limit from the date of this Agreement until the Termination Date specified in section 15, payable at the times interest is payable under section 9 on the _____ day of each _____
(c) _____

7. Capital Adequacy. If the Lender shall determine that any existing or future law, rule, regulation, directive, interpretation, treaty or guideline regarding capital adequacy (whether or not having the force of law) increases or would increase, from that required on the date of this Agreement, the amount of capital required or expected to be maintained by the Lender, or any corporation controlling the Lender, and if such increase is based upon the existence of the Lender's obligations under this Agreement and other commitments of this type, then from time to time, within ten days after demand from the Lender, the Customer shall pay to the Lender such amount or amounts as will compensate the Lender for expenses or costs required to meet such increased capital requirement. For purposes of calculating the amount of compensation required, the Lender, or any corporation controlling the Lender, may conclusively be deemed to have maintained the minimum amount of capital required on the date of this Agreement, and may base such compensation on the assumption that the Lender (or such corporation) will need to increase its capital from such minimum amount to the new required amount. The determination of any amount to be paid by the Customer under this section shall take into consideration the policies of the Lender, or any corporation controlling the Lender, with respect to capital adequacy and shall be based upon any reasonable method of attribution. A certificate of the Lender setting forth such amount or amounts as shall be necessary to compensate the Lender as specified in this section shall be delivered to the Customer and shall be conclusive absent manifest error.

8. Interest Rate. Customer agrees to pay interest to Lender on the unpaid principal balance outstanding from time to time under this Agreement [Check (a) or (b); only one shall apply]:

- (a) At the rate of _____ % per year.
(b) At a rate per year equal to -1- percentage points over the Prime Rate of Interest adopted by M&I Marshall & Ilsley Bank, Milwaukee, WI from time to time as its base interest rate.

("Index Rate"). The Index Rate may or may not be the lowest rate charged by Lender. Any change in the interest rate resulting from a change in the Index Rate shall become effective without notice to Customer as of the day on which such change in the Index Rate becomes effective. A change in the interest rate will apply both to the outstanding principal balance and to new Loans. If the Index Rate ceases to be made available to Lender during the term of this Agreement, Lender may substitute a comparable index.

Interest under (a) or (b) is computed on the basis of the actual number of days the principal balance is unpaid based upon a year of 360 days 365 days. Unpaid principal and interest bear interest after maturity (whether by acceleration or lapse time) until paid at the rate which would otherwise be applicable plus 3 percentage points of _____ % per year, computed on the same basis.

9. Payment Schedule. Customer agrees to pay to Lender the unpaid principal balance and interest as follows: [Check (a), (b), (c) or (d); only one shall apply.]

- (a) In one payment on the Termination Date specified in section 15.
(b) In payments of interest, beginning 10/31/95, and on the same day of each successive month thereafter, plus a final payment of unpaid principal and interest due on the Termination Date specified in section 15.
(c) In installments each equal to _____ % of the unpaid principal balance, plus interest, beginning _____ and on the same day of each _____ month thereafter, plus a final payment of unpaid principal and interest due on the Termination Date specified in section 15.
(d) _____

In addition, Customer shall immediately pay any amount by which the Loans exceed the Credit Limit or the Borrowing Base established under section 2, if any, and any prior unpaid payments. Lender is authorized to automatically charge payments due under this Agreement to any account of Customer with Lender. If payments are not automatically charged to customer's account, payments must be made to the Lender at its address shown above and are not credited until received in Lender's office. Lender is authorized to make book entries evidencing Loans and payments under this Agreement and the aggregate unpaid amount of all Loans as evidenced by those entries is prima facie evidence that those amounts are outstanding and unpaid to Lender.

10. Covenants. Customer shall, so long as any amounts remain unpaid, or Lender has any commitment to make Loans under this Agreement:

(a) Furnish to Lender, as soon as available, such financial information respecting Customer as Lender from time to time requests, and without request furnish to Lender:

(i) Within 120 days after the end of each fiscal year of Customer a balance sheet of Customer as of the close of such fiscal year and related statements of income and retained earnings and cash flow for such year all in reasonable detail and satisfactory in scope to Lender, prepared in accordance with generally accepted principles of accounting applied on a consistent basis, certified by an independent certified public accountant acceptable to Lender the chief financial representative of Customer, and

(ii) Within 30 days after the end of each _____ month a balance sheet of Customer as of the end of such month and related statements of income and retained earnings and cash flow for the period from the beginning of the fiscal year to the end of such month, prepared in accordance with generally accepted principles of accounting applied on a consistent basis, certified, subject to normal year-end adjustments, by an officer or partner of Customer.

(b) Keep complete and accurate books of records and accounts and permit any representatives of Lender to examine and copy any of the books and to visit and inspect any of Customer's tangible or intangible properties as often as desired.

(c) Maintain insurance coverage in the forms (together with any loss payee clause requested by Lender), amounts and with companies which would be carried by prudent management in connection with businesses engaged in similar activities in similar geographic areas. Without limiting this section or the requirements of any Security Document, Customer will (i) keep all its physical property insured against fire and extended coverage risks in amounts and with deductibles at least equal to those generally maintained by businesses engaged in similar activities in similar geographic areas, (ii) maintain all such workers' compensation and similar insurance as may be required by law and (iii) maintain, in amounts and with deductibles at least equal to those generally maintained by businesses engaged in similar activities in similar geographic areas, general public liability insurance against claims for bodily injury, death or property damage occurring on, in or about the properties of Customer, business interruption insurance and product liability insurance.

(d) Pay and discharge all lawful taxes, assessments and governmental charges upon Customer or against its properties prior to the date on which penalties attach, unless and to the extent only that such taxes, assessments and charges are contested in good faith and by appropriate process by Customer.

(e) Do all things necessary to maintain its existence, to preserve and keep in full force and effect its rights and franchises necessary to continue its business and comply with all applicable laws, regulations and ordinances.

(f) Timely perform and observe the following financial covenants, all calculated in accordance with generally accepted principles of accounting applied on a consistent basis:

(i) Maintain at all times an excess of current assets over current liabilities of not less than \$ _____

(ii) Maintain at all times a tangible net worth of not less than \$ _____

(iii) Not make any expenditures for fixed or capital assets which would cause the aggregate of all such expenditures to exceed \$ _____ during any fiscal year.

(iv) Maintain at all times a ratio of current assets to current liabilities of not less than _____ to one.

(v) Maintain at all times a ratio of total liabilities to tangible net worth of not greater than _____ to one.

(vi) _____

(g) Furnish to Lender the Borrowing Base certificates required under Exhibit A, if any.

(h) Not create or permit to exist any lien or encumbrance with respect to Customer's properties, except liens in favor of Lender, liens for taxes if they are being contested in good faith by appropriate proceedings and _____ or which appropriate reserves are maintained, liens or encumbrances permitted under any Security Document and _____

(If left blank, no other permitted liens or encumbrances)

(i) Not take any action or permit any event to occur which materially impairs Customer's ability to make payments under this Agreement when due. Such events include, without limitation, the fact that Customer, Customer's spouse or any surety for Customer's obligations under this Agreement ceases to exist, dies, changes marital status or domicile or becomes insolvent or the subject of bankruptcy or insolvency proceedings.

(i) Unless otherwise consented to in writing by Lender, timely perform and observe all additional covenants described on Exhibit C.

11. **Security Interest.** This Agreement is secured by all existing and future security agreements, assignments and mortgages from Customer to Lender, from any guarantor of this Agreement to Lender, and from any other person to Lender providing collateral security for Customer's obligations, and payment of the Loans may be accelerated according to any of them. However, if Customer is a natural person, and unless checked here , Lender disclaims as security for this Agreement any existing or future first lien mortgage or equivalent security interest Lender may have on a 1-4 family dwelling used as Customer's principal place of residence. Unless a lien would be prohibited by law or would render a nontaxable account taxable, Customer also grants to Lender a security interest and lien in any deposit account Customer may at any time have with Lender. Lender may at any time after the occurrence of an event of default set-off any amount unpaid under this Agreement against any deposit balances or other money now or hereafter owed to Customer by Lender.

12. **Default and Acceleration.** Upon the occurrence of any one or more of the following events of default: (a) Customer fails to pay any amount when due under this Agreement or under any other instrument evidencing any indebtedness of Customer, (b) any representation or warranty made under this Agreement or information provided by Customer in connection with this Agreement is or was false or fraudulent in any material respect, (c) a material adverse change occurs in Customer's financial condition, (d) Customer fails to timely observe or perform any of the covenants or duties contained in this Agreement, (e) any guaranty of Customer's obligations under this Agreement is revoked or becomes unenforceable for any reason or any such guarantor dies or ceases to exist, or (f) an event of default occurs under any Security Document;

then, at Lender's option, and upon written or verbal notice to Customer, Lender's obligation to make Loans under this Agreement shall terminate and the total unpaid balance shall become immediately due and payable without presentment, demand, protest, or further notice of any kind, all of which are hereby expressly waived by Customer. Lender's obligation to make loans under this Agreement shall automatically terminate and the total unpaid balance shall automatically become due and payable in the event Customer becomes the subject of bankruptcy or other insolvency proceedings. Lender may waive any default without waiving any other subsequent or prior default. Customer agrees to pay Lender's costs of administration of this Agreement. Customer also agrees to pay all costs of collection before and after judgment, including reasonable attorneys' fees (including those incurred in successful defense or settlement of any counterclaim brought by Customer or incident to any action or proceeding involving Customer brought pursuant to the United States Bankruptcy Code).

13. **Indemnification.** Customer agrees to defend, indemnify and hold harmless Lender, its directors, officers, employees and agents, from and against any and all loss, cost, expense, damage or liability (including reasonable attorneys' fees) incurred in connection with any claim, counterclaim or proceeding brought as a result of, arising out of or relating to any transaction financed or to be financed, in whole or in part, directly or indirectly, with the proceeds of any Loan or the entering into and performance of this Agreement or any document or instrument relating to this Agreement by Lender or the activities of Customer. This indemnity will survive termination of this Agreement, the repayment of all Loans and the discharge and release of any Security Documents.

14. **Venue.** To the extent not prohibited by law, venue for any legal proceeding relating to enforcement of this Agreement shall be, at Lender's option, the county in which Lender has its principal office in this state, the county in which Customer resides, or the county in which this Agreement was executed by Customer.

15. **Termination.** Unless sooner terminated under section 12, Customer's right to obtain Loans and Lender's obligation to extend credit under this Agreement shall terminate on April 30, 1996 (the "Termination Date"). Customer may terminate Customer's right to obtain Loans under this Agreement at any time and for any reason by written notice to the Lender. Such notice of termination signed by a Customer shall be binding on each Customer who signs this Agreement. Termination, for whatever reason, does not affect Lender's rights, powers and privileges, nor Customer's duties and liabilities, with regard to the then existing balance under this Agreement.

16. **Amendment.** No amendment, modification, termination or waiver of any provision of this Agreement shall in any event be effective unless it is in writing and signed by Lender, and then such waiver or consent shall be effective only in the specific instance and for the specific purposes for which given.

17. **Entire Agreement.** This Agreement, including the Exhibits attached or referring to it, and the Security Documents, are intended by Customer and Lender as a final expression of their agreement and as a complete and exclusive statement of its terms, there being no conditions to the full effectiveness of this Agreement except as set forth in this Agreement and the Security Documents.

18. **No Waiver; Remedies.** No failure on the part of Lender to exercise, and no delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver of such right, power or remedy; nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise of the right or the exercise of any other right. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

19. **More Than One Customer.** If more than one person signs this Agreement as Customer, Lender may at its option and without notice refuse any request for a Loan upon notice from any of the undersigned. Any of the undersigned Customers may request Loans under this Agreement. Each of the undersigned Customers is jointly and severally liable for all Loans and other obligations under this Agreement.

20. Notice. Except as otherwise provided in this Agreement, all notices required or provided for under this Agreement shall be in writing and mailed, sent or delivered, if to Customer, at any Customer's last known address as shown on the records of Lender, and if to Lender, at its address shown below, or, as to each party, at such other address as shall be designated by such party in a written notice to the other party. All such notices shall be deemed duly given when delivered by hand or courier, or three business days after being deposited in the mail (including any private mail service), postage prepaid, provided that notice to Lender pursuant to section 15 shall not be effective until received by Lender.

21. Address. Customer's address is shown below. Customer shall immediately notify Lender in writing of any change of address.

22. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Lender and Customer and their respective heirs, personal representatives, successors and assigns except that Customer may not assign or transfer any of Customer's rights under this Agreement without the prior written consent of Lender.

23. Interpretation. The validity, construction and enforcement of this Agreement are governed by the internal laws of Wisconsin. Invalidity of any provision of this Agreement shall not effect the validity of any other provisions of this Agreement.

24. Other Provisions. (If none stated, there are no other provisions.)

Dated as of September 18, 1995

M&I Mid-State Bank (SEAL)
(Name of Lender)
By *Donald W. Janke*
Donald W. Janke
Vice President - Division Manager
(Title)
P.O. Box 70, Coloma, WI 54930-0070
(Address)

*Type or print name signed above.

SPECIALTY PET SEEDS, LLC (SEAL)
(Name of Customer)
By *Kenneth Buelt*
President
(Title)
Kenneth Buelt, President
By *Ronald Lemmer*
VICE PRESIDENT
(Title)
Ronald Lemmer, Vice President
W13642 Apache Dr., Plainfield, WI 54966-9798
(Address)

Revolving Credit Agreement (WBA 448R)
Dated September 18, 1995
Borrowing Base (Section 2)

(a) DEFINITIONS.

(i) "QUALIFIED INVENTORY" means inventory (as that term is defined in the Wisconsin Uniform Commercial Code) [a] which is in good condition and is owned by Customer free and clear of all encumbrances and security interests (except for Lender's security interest); and [b] the existence, location, amount or flow of cost or wholesale market value of which have been certified to in a manner satisfactory to Lender by a representative of Customer at such times as Lender may request and, if checked here [X], on the date of each Loan.

(ii) "QUALIFIED ACCOUNT" means an account owing to Customer which meets the following specifications:

- [a] It arose from the performance of services by Customer, or from a bona fide sale or lease of goods which have been delivered or shipped to the account debtor and for which Customer has genuine invoices, shipping documents or receipts.
[b] It is payable not more than 30 days from the earlier of performance of the services, delivery of goods or date of invoice, and is not more than 90 days past due.
[c] It is owned by Customer free and clear of all encumbrances and security interests (other than Lender's).
[d] It is genuine and enforceable against the account debtor for the amount shown as owing in the certificates furnished by Customer to Lender. It and the transaction out of which it arose comply with all applicable laws and regulations. It is not subject to any set-off, credit allowance or adjustment, except discount for prompt payment, nor has the account debtor returned the goods or disputed his liability.
[e] Its existence and amount have been certified to in a manner satisfactory to Lender by a representative of Customer at such times as Lender may request and, if checked here [X], on the date of each Loan.
[f] Customer has no notice or knowledge of anything which might impair the credit standing of the account debtor.
[g] Lender has not notified Customer that the account or account debtor is unsatisfactory.

(iii) "QUALIFIED CHATTEL PAPER" means chattel paper which meets the following specifications:

- [a] It arose from a sale or lease of goods which have been delivered to the account debtor.
[b] No payment is more than 90 days overdue, nor has there been any other default, according to the original terms of such chattel paper, and no steps have been taken to enforce the security interest it evidences or to enforce payment.
[c] All executed copies of it (except the account debtor's copy) have been delivered and assigned to Lender.
[d] It evidences a perfected security interest in the goods covered by it, and is free of all encumbrances and security interests (other than Customer's security interest).
[e] It meets the specifications of subsections (a) [ii] [c], [d], [e], [f] and [g].

(b) BORROWING BASE. The aggregate amount of all Loans at any time outstanding under the Agreement shall never exceed the Borrowing Base which is an amount equal to the sum of:

(i) QUALIFIED INVENTORY. For Qualified Inventory at cost (determined in accordance with generally accepted accounting principles) or wholesale market value, whichever is lower, exclusive of any transportation, processing or handling charges:

Raw Material 50%; Work in Process -0-%; Finished Goods 50%; plus

(ii) QUALIFIED ACCOUNTS. 75% of the amount owing on Qualified Accounts; plus

(iii) QUALIFIED CHATTEL PAPER. 50% of the amount owing on Qualified Chattel Paper; plus

(iv) CASH COLLATERAL ACCOUNT. 100% of the collected balance in Customer's cash collateral account maintained with Lender, if any.

APPROVED

For Lender by

For Customer by

Handwritten signatures for Lender and Customer

EXHIBIT B

is

Revolving Credit Agreement (WBA 448R)

Dated September 18, 1995

Security Documents (Section 3 (a))

Boxes not checked are inapplicable.

- General Business Security Agreement.
- Selective Business Security Agreement covering _____
- Chattel Security Agreement covering _____
- Collateral Pledge Agreement together with
 - Certificates representing _____ shares of the voting common stock of _____ endorsed in blank or accompanied by signed stock powers.
 - Other (specify) _____
- Agreement to Deliver _____
- Mortgage on real estate located at W13642 Apache Dr., Plainfield, WI NE 1/4 SW 1/4 S20 T20N R8E
Maushara Co.
- Real Estate Security Agreement on real estate located at _____
- Fixtures Disclaimer(s) by _____
- Assignment of life insurance policy in the amount of \$ _____ on life of _____ by _____
- MVD-1 forms covering _____ accompanied by appropriate title certificates.
- Debt Subordination Agreement by _____
- Real Estate Mortgage Subordination Agreement by _____
- Security Interest Subordination Agreement by _____
- Other (specify): _____

APPROVED

For Lender by

For Customer by

EXHIBIT C

to

Revolving Credit Agreement (WBA 448R)

Dated September 18, 19 95

Additional Covenants (Section 10(D))

Boxes not checked are inapplicable

- (i) Dividends. Customer will not pay or declare any dividends or make any other distribution based upon the stock of Customer (except dividends payable solely in stock of Customer) or make any purchases, redemptions or other acquisitions, direct or indirect, of stock of Customer.
- (ii) Mergers. If Customer is a corporation, Customer will not merge or consolidate with or into any other entity, or if Customer is a partnership, Customer will not dissolve or liquidate, and in any event, Customer will not sell, lease or transfer or otherwise dispose of all or a substantial part of its assets (other than sales made in the ordinary course of business).
- (iii) Acquisitions and Advances. Customer will not acquire any other business or make any loans, advances or extensions of credit to, or any investments in, any person or entity except (a) the purchase of United States government bonds and obligations; (b) extensions of credit to customers in the usual course of business of Customer; (c) the purchase of bank certificates of deposit and prime rated commercial paper having a maturity not exceeding one year; (d) deposits in demand and savings accounts at banks; (e) investments in bank repurchase agreements; and (f) loans and advances to employees and agents in the ordinary course of business for travel and entertainment expenses and similar items.
- (iv) Conduct of Business. Customer will continue to engage in an efficient and economical manner in a business of the same general type as conducted by it on the date of this Agreement.
- (v) Sales of Receivables. Customer will not discount or sell with recourse any of its notes or accounts receivable.
- (vi) Sales and Leasebacks. Customer will not sell or transfer any fixed assets and then or thereafter rent or lease as lessee any such assets.
- (vii) Compensation. Customer will not pay or become obligated to pay, by means of salary, bonus, commission or other means of compensation, in any fiscal year of Customer, in excess of \$ _____ to a group composed of _____
- (viii) Debt. Customer will not incur, assume or permit to exist any indebtedness or liability for borrowed money (except obligations under this Agreement) or assume, guarantee, endorse or otherwise become liable for obligations of another (except endorsements of negotiable instruments for deposit or collection in the ordinary course of business), except: _____
(No exceptions if none stated)
- (ix) Other (Specify): _____

APPROVED

For Lender by _____

For Customer by _____

REAL ESTATE MORTGAGE (For Consumer or Business Mortgage Transactions)

SPECIALTY PET SEEDS, LLC

(Mortgagor,)

whether one or more mortgages, conveys and warrants to M&I Mid-State Bank NA

(Lender)

in consideration of the sum of Seven Hundred Ten Thousand and no/100

Dollars (\$ 710,000.00)

loaned or to be loaned to SPECIALTY PET SEEDS, LLC

(Borrower, whether one or more),

evidenced by Borrower's note(s) or agreement dated May 9, 1994

the real estate described below, together with all privileges, hereditaments, easements and appurtenances, all rents, leases, issues and profits, all awards and payments made as a result of the exercise of the right of eminent domain, and all existing and future improvements and fixtures (all called the "Property").

1. Description of Property. (This Property is not the homestead of Mortgagor.) Tax Key # 69022-2123-0100

Parcel 1: The Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section 20, Township 20 North, range 8 East, Waushara County, Wisconsin, LESS AND EXCEPT Certified Survey Map No. 825.

Parcel 2: Commencing at the Southwest corner of the W 1/2 of the NW 1/4 of Section 21, Township 20 North Range 8 East, thence East along the center of Apache Drive a distance of 28.36 rods to the point of beginning; thence North 24.97 rods; thence East 51.64 rods; thence South 24.97 rods to the center of Apache Drive; thence West along the center of Apache Drive a distance of 51.64 rods to the point of beginning.

- Checked boxes for description on attached sheet, construction mortgage, and Condominium Rider.

2. Title. Mortgagor warrants title to the Property, excepting only restrictions and easements of record, municipal and zoning ordinances, current taxes and assessments not yet due and

3. Escrow. Interest be paid on escrowed funds if an escrow is required under paragraph 8(a) on the reverse side.

4. Additional Provisions. Mortgagor agrees to the Additional Provisions on the reverse side, which are incorporated herein. The undersigned acknowledges receipt of an exact copy of this Mortgage.

NOTICE TO CUSTOMER IN A TRANSACTION GOVERNED BY THE WISCONSIN CONSUMER ACT. DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON THE REVERSE SIDE, EVEN IF OTHERWISE ADVISED.

Signed and Sealed May 9, 1994 (Date)

SPECIALTY PET SEEDS, LLC (SEAL)

(Type of Organization)

By: Kenneth Buelts (Signature and Title)

Kenneth Buelts

By: Richard E. Beggs (Signature and Title)

Richard E. Beggs

AUTHENTICATION

OR

ACKNOWLEDGEMENT

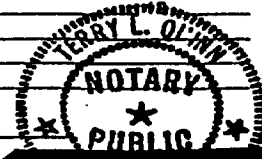
STATE OF WISCONSIN } ss. County of Waushara This instrument was acknowledged before me on May 9, 1994 by Kenneth Buelts, President Richard E. Beggs, President

as (Type of authority, e.g., officer, trustee, etc., if any) of Specialty Pet Seeds, LLC (Name of party on behalf of whom instrument was executed, if any)

Terry L. Quinn (Signature) Terry L. Quinn Notary Public Waushara County, Wis. Commission Expires 11/5/95

Title: Member State Bar of Wisconsin or authorized under §706.06, Wis. Stats

This instrument was drafted by L. VanBeckum for M&I Mid-St



Exhibit

323328

Waushara County, Wisconsin received for record this 13th day of May 1994 at 09:59 AM and recorded in volume 447 of records page 619-621 Document Number: 323328

Quill Wilke Register of Deeds

Return To M&I Mid-State Bank NA P.O. Box 70 Coloma, WI 54930

22-2031-0200

69022-2123-0100

1402

ADDITIONAL PROVISIONS

5. Mortgage As Security. This Mortgage secures the prompt payment to Lender of (a) the sum stated in the first paragraph of this Mortgage, plus interest and charges according to the terms of the promissory notes or agreement, (b) the sum of Borrower to Lender identified on the reverse side of any extensions, renewals or modifications of such promissory notes or agreement, (c) the sum of any additional sums which are in the future loaned by Lender to any Mortgagee, to any Mortgagee and another or to another guaranteed or endorsed by any Mortgagee primarily for personal, family or household purpose and agreed in documents evidencing the transaction to be secured by this Mortgage, and (d) all other additional sums which are in the future loaned by Lender to any Mortgagee, to any Mortgagee and another or to another guaranteed or endorsed by any Mortgagee, (e) all interest and charges, and (f) to the extent not prohibited by law costs and expenses of collection or enforcement (all called the "Obligations"). This Mortgage also secures the performance of all covenants, conditions and agreements contained in this Mortgage. Unless otherwise required by law, Lender will satisfy this Mortgage upon request by Mortgagee if (a) the Obligations have been paid according to their terms, (b) any commitment to make future advances secured by this Mortgage has terminated, (c) Lender has terminated any line of credit under which advances are to be secured by this Mortgage, and (d) all other payments required under this Mortgage and the Obligations and all other terms, conditions, covenants, and agreements contained in this Mortgage and the documents evidencing the Obligations have been paid and performed.

6. Taxes. To the extent not paid to Lender under paragraph 8(a), Mortgagee shall pay before they become delinquent all taxes, assessments and other charges which may be levied or assessed against the Property, or against Lender upon this Mortgage or the Obligations or other debt secured by this Mortgage, upon Lender's interest in the Property, and deliver to Lender receipts showing timely payment.

7. Insurance. Mortgagee shall keep the improvements on the Property insured against direct loss or damage occasioned by fire, extended coverage perils and such other hazards as Lender may require, through insurers approved by Lender, in amounts, without co-insurance, not less than the unpaid balance of the Obligations or the full replacement value, whichever is less, and shall pay the premiums when due. The policies shall contain the standard mortgage clause in favor of Lender and, unless Lender otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Lender. Mortgagee shall promptly give notice of loss to insurance companies and Lender. All proceeds from such insurance shall be applied, at Lender's option, to the installments of the Obligations in the inverse order of their maturities (without penalty for prepayment) or to the restoration of the improvements on the Property. In the event of foreclosure of this Mortgage or other transfer of title to the Property, in extinguishment of the indebtedness secured hereby, all right, title, and interest of Mortgagee in and to any insurance then in force shall pass to the purchaser or grantee.

8. Mortgagee's Covenants. Mortgagee covenants:

- (a) Escrow. To pay Lender sufficient funds at such times as Lender designates, if an escrow is required by Lender, to pay (1) the estimated annual real estate taxes and assessments on the Property, (2) all property insurance premiums when due, and (3) if payments owed under the Obligations are guaranteed by mortgage guaranty insurance, the premiums necessary to pay for such insurance which Lender may cancel at any time. Upon demand, Mortgagee shall pay Lender such additional sums as are necessary to pay these items in full when due. Lender shall apply these amounts against the taxes, assessments and insurance premiums when due. Escrowed funds may be commingled with Lender's general funds;
- (b) Condition and Repair. To keep the Property in good and tenable condition and repair, and to restore or replace damaged or destroyed improvements and fixtures;
- (c) Liens. To keep the Property free from liens and encumbrances superior to the lien of this Mortgage and not described in paragraph 2 on the reverse side;
- (d) Other Mortgages. To perform all of Mortgagee's obligations and duties under any other mortgage or security agreement on the Property and any obligation to pay secured by such a mortgage or security agreement;
- (e) Waste. Not to commit waste or permit waste to be committed upon the Property;
- (f) Conveyance. Not to sell, assign, lease, mortgage, convey or otherwise transfer any legal or equitable interest in all or part of the Property, or permit the same to occur without the prior written consent of Lender and, without notice to Mortgagee, Lender may deal with any transferee as to his interest in the same manner as with Mortgagee, without in any way discharging the liability of Mortgagee under this Mortgage or the Obligations;
- (g) Alteration or Removal. Not to remove, demolish or materially alter any part of the Property, without Lender's prior written consent, except Mortgagee may remove a fixture, provided the fixture is promptly replaced with another fixture of at least equal utility;
- (h) Condemnation. To pay to Lender all compensation received for the taking of the Property, or any part, by condemnation proceeding (including payments in compromise of condemnation proceedings), and all compensation received as damages for injury to the Property, or any part. The compensation shall be applied in such manner as Lender determines to rebuilding of the Property or to installments of the Note in the inverse order of their maturities (without penalty for prepayment);
- (i) Ordinances; Inspection. To comply with all laws, ordinances and regulations affecting the Property. Lender and its authorized representatives may enter the Property at reasonable times to inspect it and, at Lender's option, repair or restore it; and
- (j) Subrogation. That the Lender is subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the proceeds of the Note.

9. Environmental Laws. Mortgagee represents, warrants and covenants to Lender (a) that during the period of Mortgagee's ownership or use of the Property no substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about the Property in a form, quantity or manner which if known to be present on, under, in or about the Property would require clean-up, removal or some other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"); (b) that Mortgagee has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner or person using the Property; (c) that, without limiting the generality of the foregoing, Mortgagee has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components (PCBs) or underground storage tanks; (d) that there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagee to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claim relating to any Hazardous Substance; (e) that Mortgagee is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance; and (f) that Mortgagee in the past has been, at the present is, and in the future will remain in compliance with all Environmental Laws. Mortgagee shall indemnify and hold harmless Lender, its directors, officers, employees and agents from all loss, cost (including reasonable attorneys' fees and legal expenses), liability and damage whatsoever or indirectly resulting from, arising out of, or based upon (i) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (ii) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, or (iii) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Mortgagee shall immediately notify Lender in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance on, in, under or about the Property.

10. Authority of Lender to Perform for Mortgagee. If Mortgagee fails to perform any of Mortgagee's duties set forth in this Mortgage, Lender may after giving Mortgagee any notice and opportunity to perform which are required by law, perform the duties or cause them to be performed, including without limitation signing Mortgagee's name or paying any amount so required, and the cost shall be due on demand and secured by this Mortgage, bearing interest at the highest rate stated in any document evidencing an Obligation, but not in excess of the maximum rate permitted by law, from the date of expenditure by Lender to the date of payment by Mortgagee.

11. Default; Acceleration; Remedies. If (a) there is a default under any Obligation secured by this Mortgage, or (b) Mortgagee fails timely to observe or perform any of Mortgagee's covenants or duties contained in this Mortgage, then, at the option of Lender each Obligation will become immediately payable unless notice to Mortgagee or Borrower and an opportunity to cure are required by § 425.105, Wis. Stats., or the document evidencing the Obligation and, in that event, the Obligation will become payable if the default is not cured as provided in that statute or the document evidencing the Obligation or as otherwise provided by law. If Lender exercises its option to accelerate, the unpaid principal and interest owed on the Obligation, together with all sums paid by Lender as authorized or required under this Mortgage or any Obligation, shall be collectible in a suit at law or by foreclosure of this Mortgage by action, or both, or by the exercise of any other remedy available at law or equity.

12. Waiver. Lender may waive any default without waiving any other subsequent or prior default by Mortgagee.

13. Power of Sale. In the event of foreclosure, Lender may sell the Property at public sale and execute and deliver to the purchasers deeds of conveyance pursuant to statute.

14. Assignment of Rents and Leases. Mortgagee assigns and transfers to Lender, as additional security for the Obligations, all rents which become or remain due or are paid under any agreement or lease for the use or occupancy of any part or all of the Property. Upon the occurrence of an event of default under this Mortgage or any Obligation, Lender shall be entitled to the rents and may, after giving Mortgagee any notice and opportunity to perform which are required by law, notify any or all tenants to pay directly to Lender all such rents. All such payments shall be applied in such manner as Lender determines to payments required under this Mortgage and the Obligations. This assignment shall be enforceable and Lender shall be entitled to take any action to enforce the assignment (including notice to the tenants to pay directly to Lender or the commencement of a foreclosure action) without seeking or obtaining the appointment of a receiver or possession of the Property.

15. Receiver. Upon the commencement or during the pendency of an action to foreclose this Mortgage, or enforce any other remedies of Lender under it, without regard to the adequacy or inadequacy of the Property as security for the Obligations, Mortgagee agrees that the court may appoint a receiver of the Property (including homestead interest) without bond, and may empower the receiver to take possession of the Property and collect the rents, issues and profits of the Property and exercise such other powers as the court may grant until the confirmation of sale, and may order the rents, issues and profits, when so collected, to be held and applied as the court may direct.

16. Foreclosure Without Deficiency Judgment. If the Property is a one to four family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Mortgagee agrees to the provisions of § 846.101 Wis. Stats., and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate of 20 acres or less six months after a foreclosure judgment is entered, if the Property is other than a one to four family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or a tax exempt charitable organization, Mortgagee agrees to the provision of § 846.103, Wis. Stats., and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.

17. Expenses. To the extent not prohibited by law, Mortgagee shall pay all reasonable costs and expenses before and after judgment, including without limitation, attorneys' fees and expenses of obtaining title evidence, incurred by Lender in protecting or enforcing its rights under this Mortgage.

18. Severability. Invalidity or unenforceability of any provision of this Mortgage shall not affect the validity or enforceability of any other provision.

19. Successors and Assigns. The obligations of all Mortgagees are joint and several. This Mortgage benefits Lender, its successors and assigns, and binds Mortgagee(s) and their respective heirs, personal representatives, successors and assigns.

20. Entire Agreement. This Mortgage is intended by the Mortgagee and Lender as a final expression of this Mortgage and as a complete and exclusive statement of its terms, there being no conditions to the full effectiveness of this Mortgage. No parol evidence of any nature shall be used to supplement or modify any terms.

SPECIALTY PET SEEDS, LLC

ALSO, an easement over the following described property in Waushara County, State of Wisconsin: Commencing at the Southwest corner of the W ½ of the NW ¼ of Sec. 21, T. 20 N., R. 8E.; thence East along the center of Apache Drive 28.36 rods to the point of beginning; thence North 24.97 rods; thence West 8 feet; thence South 24.97 rods to the center of Apache Drive; thence East along the center of Apache Drive a distance of 8 feet to the point of beginning. Said easement to run with the above described land and to be in force and effect for a period of 25 years from the 26th day of October, 1972; said easement for the purpose of allowing and permitting grantees to grow trees and maintain existing trees over the above described property; during such period the owner of the underlying title to said property subject to the easement not to interfere with said trees; ownership of said trees shall be with the ownership of the underlying title to the real estate.

May 9, 1994

SPECIALTY PET SEEDS, LLC

By: *Kenneth Buelt*
Kenneth Buelt, President

By: *Richard E. Beggs VP*
Richard E. Beggs, Vice Pres.

By: _____

VOL 447 PAGE 621

Dated May 9, 1994

The undersigned ("Debtor", whether one or more) grants M&I Mid-State Bank NA ("Lender") a security interest in all equipment, fixtures, inventory (including all goods held for sale, lease or demonstration or to be furnished under contracts of service, goods leased to others, trade-ins and repossessions, raw materials, work in process, and materials or supplies used or consumed in Debtor's business), documents relating to inventory, general intangibles, accounts, contract rights, chattel paper and instruments, now owned or hereafter acquired by Debtor (or by Debtor with spouse), and all additions and accessions to, all spare and repair parts, special tools, equipment and replacements for, all returned or repossessed goods the sale of which gave rise to, and all proceeds and products of the foregoing ("Collateral"), wherever located, to secure all debts, obligations and liabilities of any Debtor to Lender arising out of credit previously granted, credit contemporaneously granted and credit granted in the future by Lender to any Debtor, to any Debtor and another, or to another guaranteed or endorsed by any Debtor ("Obligations").

2. DEBTOR'S WARRANTIES

- Debtor warrants that while any of its Obligations are unpaid:
 - (a) **Ownership.** Debtor owns (or with spouse owns) the Collateral free of all encumbrances and security interests (except Lender's security interest). Chattel paper constituting Collateral evidences a perfected security interest in the goods covered by it, free from all other encumbrances and security interests, and no financing statement (other than Lender's) is on file covering the Collateral or any of it. Debtor, acting alone, may grant a security interest in the Collateral.
 - (b) **Sale of goods or services rendered.** Each account and chattel paper constituting Collateral as of this date arose from the performance of services by Debtor or from a bona fide sale or lease of goods, which have been delivered or shipped to the account debtor and for which Debtor has genuine invoices, shipping documents or receipts.
 - (c) **Enforceability.** Each account, contract right and chattel paper constituting Collateral as of this date is genuine and enforceable against the account debtor according to its terms. It and the transaction out of which it arose comply with all applicable laws and regulations. The amount represented by Debtor to Lender as owing by each account debtor is the amount actually owing and is not subject to setoff, credit, allowance or adjustment, except discount for prompt payment, nor has any account debtor returned the goods or disputed his liability.
 - (d) **Due date.** There has been no default as of this date according to the terms of any Collateral and no step has been taken to foreclose the security interest if evidences or otherwise enforce its payment.
 - (e) **Financial condition of account debtor.** As of this date Debtor has no notice or knowledge of anything which might impair the credit standing of any account debtor.
 - (f) **Valid incorporation.** If a corporation, Debtor is duly organized, validly existing and in good standing under the laws of the state of incorporation and if a foreign corporation is licensed to do business in Wisconsin.
 - (g) **Other agreements.** Debtor is not in default under any agreement for the payment of money.
 - (h) **Authority to contract.** The execution and delivery of this Agreement and any instruments evidencing Obligations will not violate or constitute a breach of Debtor's articles of incorporation, by-laws, partnership agreement or any agreement or restriction to which Debtor is a party or is subject.
 - (i) **Accuracy of information.** All information, certificates or statements given to Lender pursuant to this Agreement shall be true and complete when given.
 - (j) **Addresses.** The address of the Debtor's residence, or if a corporation or partnership, the address of Debtor's place of business, or if Debtor has more than one place of business, then the address of the Debtor's chief executive office, is shown opposite Debtor's signature. The address where the Collateral will be kept, if different from that appearing opposite Debtor's signature is _____ Such locations shall not be changed without prior written consent of Lender, but the parties intend that the Collateral, wherever located, is covered by this Agreement.
 - (k) **Change of name or address.** Debtor shall immediately advise Lender in writing of any change in name or address.
 - (l) **Environmental laws.** (i) No substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about any real estate now or at any time owned or occupied by Debtor ("Property") during the period of Debtor's ownership or use of the Property in a form, quantity or manner which is known to be present on, under, in or about the Property would require clean-up, removal or some other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"), (ii) Debtor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner of or person using the Property, (iii) without limiting the generality of the foregoing, Debtor has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components (PCBs) or underground storage tanks, (iv) there are no conditions existing currently or likely to exist during the term of this Agreement which would subject Debtor to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claim relating to any Hazardous Substance, (v) Debtor is not subject to any civil or administrative proceeding, judgment, decree, order or citation relating to any such substance, and (vi) Debtor in the past has been, at the present is, and in the future will remain in compliance with all Environmental Laws. Debtor shall indemnify and hold harmless Lender, its directors, officers, employees and agents from all loss, cost (including reasonable attorneys' fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of, or based upon (1) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any such substance to or from the Property, (2) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from Property, or (3) the imposition of any governmental lien for the recovery of environmental clean-up costs expected under any Environmental Law. Debtor shall immediately notify Lender in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance described above on, in, under or about the Property.
 - (m) **Fixtures.** If any of the Collateral is affixed to real estate, the legal description of the real estate set forth in each UCC Financing Statement signed by Debtor is true and correct.

3. PERSONS BOUND

The Obligations hereunder of all Debtors are joint and several. This Agreement benefits Lender, its successors and assigns, and binds Debtor(s) and their respective heirs, personal representatives, successors and assigns.

4. OTHER PROVISIONS

Shippers authorized to draw drafts on Lender under section 7(c) are:

THIS AGREEMENT INCLUDES ADDITIONAL PROVISIONS ON REVERSE SIDE.

SPECIALTY PET SEEDS, LLC (SEAL)

(_____) (TYPE OF ORGANIZATION)
By: Kenneth Buehl
President (TITLE)

By: Richard E. Beggs
J.P. (TITLE)

Address: W13642 Apache Drive
Plainfield, WI 54966-9798
(County) Waushara

Exhibit
C

By: Richard E. Beggs
*Type or (print) name signed above.

5. SALE AND COLLECTION. (a) Sale of inventory. So long as all goods under sale of the Obligations in this Agreement are not sold inventory as the result of a sale of the Debtor's inventory, the Debtor shall, at its option, sell, lease, or otherwise dispose of the inventory in the ordinary course of business. (b) Verification and notification. Lender may verify Collateral in any manner, and Debtor shall assist Lender in such verification. (c) Deposit with Lender. At any time Lender may require that all proceeds of Collateral received by Debtor shall be held by Lender upon receipt for Lender, and will not be commingled with any other funds or property of Debtor and shall be turned over to Lender in precisely the form received from Debtor.

6. DEBTOR'S COVENANTS

- (a) Maintenance of Collateral. Debtor shall maintain the Collateral in good condition and repair and not permit the same to be impaired, kept free from all liens, encumbrances and security interests other than Lender's security interest. (b) Insurance. Debtor shall keep the Collateral and Lender's interest in it insured under policies with such provisions, amounts and by such insurers as shall be satisfactory to Lender from time to time. (c) Maintenance of security interest. Debtor shall pay all expenses and upon request, take any action reasonably deemed necessary by Lender to preserve the Collateral or to establish, determine priority of, protect, maintain, perfect, terminate or for enforce Lender's interest in it. (d) Taxes and other charges. Pay and discharge all lawful taxes, assessments and government charges upon Debtor or against its property. (e) Records and statements. Debtor shall furnish to Lender financial statements at least annually and such other financial information. (f) Inspection of Collateral. At reasonable times Lender may examine the Collateral and Debtor's records pertaining to it. (g) Service charge. In addition to the required payments under the Obligations and this Agreement, Debtor shall pay Lender's then current service charges for servicing and auditing in connection with this Agreement. (h) Chattel paper. Lender may require that chattel paper constituting Collateral shall be on forms approved by Lender. (i) United States contracts. If any accounts or contract rights constituting Collateral arose out of contracts with the United States or any of its departments, agencies or instrumentalities, Debtor will notify Lender not later than 30 days after the date of such contracts. (j) Modifications. Without the prior written consent of Lender, Debtor shall not alter, modify, extend, renew or cancel any accounts or chattel paper constituting Collateral or any Collateral constituting part of the Debtor's borrowing base. (k) Returns and repossessions. Debtor shall promptly notify Lender of the return to or repossession by Debtor of goods underlying any Collateral and Debtor shall hold and dispose of them only as Lender directs.

7. RIGHTS OF LENDER

- (a) Authority to perform for Debtor. Upon the occurrence of an event of default or if Debtor fails to perform any of Debtor's duties set forth in this Agreement or in any evidence of or document relating to the Obligations, Lender is authorized, in Debtor's name or otherwise, to take any such action as may be required without limitation signing Debtor's name or paying any amount so required, and the cost shall be one of the Obligations created by this Agreement and shall be payable by Debtor upon demand with interest from the date of payment by Lender at the highest rate stated in any evidence of any Obligation but not in excess of the maximum rate permitted by law. (b) Charging Debtor's credit balance. Unless a lien would be prohibited by law or would render a nontaxable account taxable, Debtor grants Lender, as further security for the Obligations, a security interest and lien in any deposit account Debtor may at any time have with the Lender and other money now or hereafter owed Debtor by Lender and, in addition, agrees that Lender may, at any time after the occurrence of an event of default, without prior notice or demand, set-off all or any part of the unpaid balance of the Obligations against any deposit balances or other money now or hereafter owed Debtor by Lender. (c) Power of attorney. Debtor irrevocably appoints any officer of Lender as Debtor's attorney, with power after an event of default to receive, open and dispose of all mail addressed to Debtor; to notify the Post Office authorities to change the address for delivery of all mail addressed to Debtor to such address as Lender may designate; and to endorse the name of Debtor upon any instruments which may come into Lender's possession. (d) Non-liability of Lender. Lender has no duty to determine the validity of any invoice, the genuineness of any signature or the title of the signatory to Debtor or compliance with any order of Debtor. (e) Waiver. Debtor releases Lender from any liability for any act or omission relating to the Obligations, the Collateral or this Agreement, except Lender's willful misconduct.

8. DEFAULT

Upon the occurrence of one or more of the following events of default: Nonperformance. Debtor fails to pay when due any of the Obligations or to perform, or rectify breach of, any warranty or other undertaking by Debtor in this Agreement or in any evidence of or document relating to the Obligations; Inability to Perform. Debtor, Debtor's spouse or a surety for any of the Obligations dies, ceases to exist, becomes insolvent or the subject of bankruptcy or insolvency proceedings; Misrepresentation. Any representation made to induce Lender to extend credit to Debtor, under this Agreement or otherwise, is false in any material respect when made; or Insecurity. Any other event which causes Lender in good faith to deem itself insecure; all of the Obligations shall, at the option of Lender and without notice or demand, become immediately payable; and Lender shall have all rights and remedies for default provided by the Wisconsin Uniform Commercial Code, as well as any other applicable law and any evidence of or document relating to any Obligation. With respect to such rights and remedies:

- (a) Repossession. Lender may take possession of Collateral without notice or hearing, which Debtor waives; (b) Assembling collateral. Lender may require Debtor to assemble the Collateral and to make it available to Lender at any convenient place designated by Lender; (c) Notice of disposition. Written notice, when required by law, and to any articles of Debtor in this Agreement of how to be given (including the day of sending) before the date of a proposed disposition of the Collateral in reasonable notice; (d) Expenses and application of proceeds. Debtor shall reimburse Lender for any expense incurred by Lender in perfecting or enforcing its rights under this Agreement before and after judgment, including, without limitation, reasonable attorneys' fees and legal expenses of taking possession, holding, preparing for disposition and disposing of Collateral. After deduction of such expenses, Lender may apply the proceeds of disposition to the Obligations in such order and amounts as it elects; and (e) Waiver. Lender may permit Debtor to remedy any default without waiving the default so remedied, and Lender may waive any default without waiving any other subsequent or prior default by Debtor.

9. INTERPRETATION

The validity, construction and enforcement of this Agreement are governed by the internal laws of Wisconsin. All terms not otherwise defined have the meanings assigned to them by the Wisconsin Uniform Commercial Code. If any provision of this Agreement shall conflict with the public policy of Wisconsin, this Agreement is intended by the Debtor and Lender as a final expression of this Agreement and has a complete and exclusive effect.

TRADEMARK

This UCC-1 FINANCING STATEMENT is presented for filing pursuant to the Wisconsin Uniform Commercial Code.

Use only. Initial Filing — Date, Time, Number, etc.

1. Debtor (Legal Name Of Entity Or Last Name If An Individual)
SPECIALTY PET SEEDS, LLC

First Name Middle Initial

1A. Mailing Address
W13642 Apache Drive

1B. City, State, Zip Code
Plainfield, WI - 54966-9798

1C. Social Security or Federal Tax ID No.

2. Additional Debtor (If Any) (Legal Name Of Entity Or Last Name If An Individual)

First Name Middle Initial

2A. Mailing Address

2B. City, State, Zip Code

2C. Social Security or Federal Tax ID No.

3. Additional Debtor (If Any) (Legal Name Of Entity Or Last Name If An Individual)

First Name Middle Initial

3A. Mailing Address

3B. City, State, Zip Code

3C. Social Security or Federal Tax ID No.

4. Secured Party

Name **M&I Mid-State Bank NA**
Mailing Address **P.O. Box 70**
City, State, Zip Code **Coloma, WI 54930**

9. **1172**
SUBMITTER ACCOUNT NUMBER
(For use only with Secretary of State — insert assigned number, if any.)

10. Assignee Of Secured Party (if any)

Name
Mailing Address
City
State, Zip Code

5. File With Secretary of State Reg. of Deeds _____ County

6. No. of Additional Sheets Presented: _____ Attaching additional pages requires non-standard fee.

7. This Financing Statement covers the following types of collateral and (7A) if the collateral is crops, the land on which the crops are growing or to be grown; 7B. Proceeds of collateral are covered unless checked ; 7C. Products of collateral are covered unless checked ; 7D. If checked here the term "Debtor" refers to a "Lessee", the term "Secured Party" refers to a "Lessor" and this filing is in only for informational purposes to provide notice of a personal property lease of the following:

All equipment, fixtures, inventory (including all goods held for sale, lease or demonstration or to be furnished under contracts of service, goods leased to others, trade-ins and repossessions, raw materials, work in process and materials or supplies used or consumed in Debtor's business), documents relating to inventory, general intangibles, accounts, contract rights, chattel paper and instruments, now owned or hereafter acquired by Debtor (or by Debtor with spouse), and all additions and accessions to, all spare and repair parts, special tools, equipment and replacements for, all returned or repossessed goods the sale of which gave rise to, and all proceeds and products of the foregoing ("Collateral"), wherever located, to secure all debts, obligations and liabilities of any Debtor to Lender arising out of credit previously granted, credit contemporaneously granted and credit granted in the future by Lender to any Debtor, to any Debtor and another, or to another guaranteed or indorsed by any Debtor ("Obligations").

11. "Continuing Business Relationship" under S.409.404(1)(C) Wis. Stats. exists if checked

12. **SPECIALTY PET SEEDS, LLC**

BY: **Donald W. Janka - President**
Richard C. George - Vice President
SIGNATURE OF INDIVIDUAL DEBTOR
SIGNATURE OF INDIVIDUAL DEBTOR
SIGNATURE OF INDIVIDUAL DEBTOR

13. **Donald W. Janka**
SIGNATURE OF SECURED PARTY OR ASSIGNEE OR ITS AGENT — TITLE
(Signature of Secured Party if required)

TERMINATION STATEMENT
This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above and requests the filing officer to terminate its interest of record.

TYPE/PRINT NAME OF SECURED PARTY OF RECORD
By: _____
SIGNATURE OF SECURED PARTY OF RECORD OR ITS AGENT.
NOT VALID UNTIL SIGNED

14. RETURN COPIES TO: _____ DATED: _____ 19__

Name **M&I Mid-State Bank NA**
Address **P.O. Box 70**
City, State **Coloma, WI 54930**
And Zip Code

15. **Donald W. Janka**
CONTACT PERSON
715-229-2311
PHONE NUMBER

TRADEMARK
REEL: 1798 FRAME: 0028

11720129
REACI

CHattel Security Agreement

business equipment and fixtures (and consumer goods and fixtures, and farm equipment and fixtures,

if amount financed exceeds \$25,000), but NOT farm products

(Use only for loans (1) to organizations, or (2) primarily for a business purpose, or (3) when the amount financed exceeds \$25,000)

(Revised For Wisconsin Marital Property Act)

Prepared and intended for use by commercial banks in transactions governed by Wisconsin Law.

1. CREATION OF SECURITY INTEREST

M&I Mid-State Bank NA

The undersigned ("Debtor", whether one or more), grants to M&I Mid-State Bank NA ("Secured Party") a security interest in the property, wherever located, described in Section 2 ("Collateral") to secure all debts, obligations and liabilities of any Debtor to Secured Party arising out of credit previously granted, credit contemporaneously granted or credit granted in the future by Secured Party to any Debtor, to any Debtor and another, or to another guaranteed or indorsed by any Debtor ("Obligations").

2. DESCRIPTION OF COLLATERAL

Table with columns: Make, Model, Year, Serial No. or Identification No., Other Reasonable Identification. Includes entries for Chevrolet C10, Ford F150, Chevrolet C20, Ford F350, Ford F100, Dodge 150, Chevrolet C60, and IHC 1800.

and all accessories to, and spare and repair parts, special tools and equipment and replacements for, and all proceeds of the foregoing, and if checked here, all equipment of the same type or kind hereafter acquired by Debtor, and its proceeds.

If applicable, titled or to be titled in name of Specialty Pet Seeds, LLC

3. WARRANTIES

Debtor warrants:

- (a) OWNERSHIP - Debtor owns (or with spouse owns) the Collateral, the Collateral is free of all liens, encumbrances and security interests (except Secured Party's security interest), and acting alone Debtor may grant a security interest in the Collateral.
(b) USE AND ADDRESS - The Collateral is used or bought for use primarily for the purpose checked below:
(c) LOCATION OF COLLATERAL - The Collateral will be kept at the address opposite Debtor's signature or, if not, at:

(NO. AND STREET) CITY OR TOWN COUNTY STATE

and such location shall not be changed without the prior written consent of Secured Party, but the parties intend that the Collateral, wherever located, is covered by this Agreement.

(d) FIXTURES - If the Collateral is to be attached to real estate, the legal description of such real estate is:

(e) CHANGE OF NAME OR ADDRESS - Debtor shall immediately advise Secured Party in writing of any change in name or address.

4. PERSONS BOUND

The obligations of all Debtors under this Agreement are joint and several. This Agreement benefits Secured Party, its successors and assigns, and binds Debtors and their respective heirs, personal representatives, successors and assigns.

5. OTHER PROVISIONS

THIS AGREEMENT INCLUDES ALL THE PROVISIONS ON THE REVERSE SIDE.

Signed and Sealed on May 9 19 94

SPECIALTY PET SEEDS, LLC

Kenneth Buelt (SEAL) DEBTOR

Address: W13642 Apache Drive Plainfield, WI 54966-97

Exhibit

Kenneth Buelt (SEAL) Richard E. Beggs (SEAL)

D

TRADEMARK REEL: 1798 FRAME: 0029

CONFIRMATION OF SECURITY INTEREST (LIEN) PERFECTION MV2078 1193 s.342.20(3) Wis. Stats.

DEBTOR NAME AND ADDRESS This lien has been recorded with the Wisconsin Department of Transportation.

SPECIALTY PET SEEDS LLC
205 W BRIDGE ST 104
WAUSAU WI 54401

JUL 29 1994



County of
Debtor Residence

WAUSHARA

Year	Make	Body Style	Vehicle Identification Number	Secured Party No.	Date of Issue
84	CHEV		1GCEK14D5EJ120090	006393	07/23/94

SECURED PARTY NAME AND ADDRESS

M & I MID-STATE BANK NA
1245 MAIN STREET
STEVENS POINT WI 54481

REACT

Lending Agency: Retain this document until the lien has been satisfied. See reverse side of this form for removing this lien.
Valid lien release only if signed on reverse side.

CONFIRMATION OF SECURITY INTEREST (LIEN) PERFECTION MV2078 1193 s.342.20(3) Wis. Stats.

DEBTOR NAME AND ADDRESS This lien has been recorded with the Wisconsin Department of Transportation.

SPECIALTY PET SEEDS LLC
205 W BRIDGE ST 104
WAUSAU WI 54401

JUL 29 1994



County of
Debtor Residence

WAUSHARA

Year	Make	Body Style	Vehicle Identification Number	Secured Party No.	Date of Issue
85	FORD		1FTEF14YXFKB63052	006393	07/23/94

SECURED PARTY NAME AND ADDRESS

M & I MID-STATE BANK NA
1245 MAIN STREET
STEVENS POINT WI 54481

REACT

Lending Agency: Retain this document until the lien has been satisfied. See reverse side of this form for removing this lien.
Valid lien release only if signed on reverse side.

CONFIRMATION OF SECURITY INTEREST (LIEN) PERFECTION MV2078 1193 s.342.20(3) Wis. Stats.

DEBTOR NAME AND ADDRESS This lien has been recorded with the Wisconsin Department of Transportation.

SPECIALTY PET SEEDS LLC
205 W BRIDGE ST 104
WAUSAU WI 54401

AUG 11 1994

County of Debtor Residence WAUSHARA

Year	Make	Body Style	Vehicle Identification Number	Secured Party No.	Date of Issue
79	CHEV		CGL2697119637	006393	07/23/94

SECURED PARTY NAME AND ADDRESS

M & I MID-STATE BANK NA
1245 MAIN STREET
STEVENS POINT WI 54481

REACT

Lending Agency: Retain this document until the lien has been satisfied. See reverse side of this form for removing this lien. Valid lien release only if signed on reverse side.

CONFIRMATION OF SECURITY INTEREST (LIEN) PERFECTION MV2078 1193 s.342.20(3) Wis. Stats.

DEBTOR NAME AND ADDRESS This lien has been recorded with the Wisconsin Department of Transportation.

SPECIALTY PET SEEDS LLC
205 W BRIDGE ST 104
WAUSAU WI 54401

AUG 01 1994

County of Debtor Residence WAUSHARA

Year	Make	Body Style	Vehicle Identification Number	Secured Party No.	Date of Issue
77	FORD		F10HC045040	006393	07/23/94

SECURED PARTY NAME AND ADDRESS

M & I MID-STATE BANK NA
1245 MAIN STREET
STEVENS POINT WI 54481

REACT

Lending Agency: Retain this document until the lien has been satisfied. See reverse-side of this form for removing this lien. Valid lien release only if signed on reverse side.

CONFIRMATION OF SECURITY INTEREST (LIEN) PERFECTION MV2078 1193 s.342.20(3) Wis. Stats.

DEBTOR NAME AND ADDRESS This lien has been recorded with the Wisconsin Department of Transportation.

SPECIALTY PET SEEDS LLC
205 W BRIDGE ST 104
WAUSAU WI 54401

JUL 23 1994

County of Debtor Residence WAUSHARA

Year	Make	Body Style	Vehicle Identification Number	Secured Party No.	Date of Issue
77	FORD		F37SCY29900	006393	07/23/94

SECURED PARTY NAME AND ADDRESS

M & I MID-STATE BANK NA
1245 MAIN STREET
STEVENS POINT WI 54481

REACT

Lending Agency: Retain this document until the lien has been satisfied. See reverse side of this form for removing this lien. Valid lien release only if signed on reverse side.

TRADEMARK

REEL: 1798 FRAME: 0031

CONFIRMATION OF SECURITY INTEREST (LIEN) PERFECTION MV2076 1193 s.342.20(3) Wis. Stats.

DEBTOR NAME AND ADDRESS This lien has been recorded with the Wisconsin Department of Transportation.

SPECIALTY PET SEEDS LLC
 205 W BRIDGE ST 104
 WAUSAU WI 54401

AUG 01 1994



Year	Make	Body Style	Vehicle Identification Number	County of Debtor Residence	Secured Party No.	Date of Issue
82	DODGE		1B76D14P0CS274808	WAUSHARA	006393	07/23/94

SECURED PARTY NAME AND ADDRESS

M & I MID-STATE BANK NA
 1245 MAIN STREET
 STEVENS POINT WI 54481

REACT

Lending Agency: Retain this document until the lien has been satisfied. See reverse side of this form for removing this lien. Valid lien release only if signed on reverse side.

CONFIRMATION OF SECURITY INTEREST (LIEN) PERFECTION MV2076 1193 s.342.20(3) Wis. Stats.

DEBTOR NAME AND ADDRESS This lien has been recorded with the Wisconsin Department of Transportation.

SPECIALTY PET SEEDS LLC
 205 W BRIDGE ST 104
 WAUSAU WI 54401

JUL 25 1994



Year	Make	Body Style	Vehicle Identification Number	County of Debtor Residence	Secured Party No.	Date of Issue
71	CHEV		CE631P124438	WAUSHARA	006393	07/23/94

SECURED PARTY NAME AND ADDRESS

M & I MID-STATE BANK NA
 1245 MAIN STREET
 STEVENS POINT WI 54481

REACT

Lending Agency: Retain this document until the lien has been satisfied. See reverse side of this form for removing this lien. Valid lien release only if signed on reverse side.

CONFIRMATION OF SECURITY INTEREST (LIEN) PERFECTION MV2076 1193 s.342.20(3) Wis. Stats.

DEBTOR NAME AND ADDRESS This lien has been recorded with the Wisconsin Department of Transportation.

SPECIALTY PET SEEDS LLC
 205 W BRIDGE ST 104
 WAUSAU WI 54401

AUG 01 1994



Year	Make	Body Style	Vehicle Identification Number	County of Debtor Residence	Secured Party No.	Date of Issue
68	IHC		416080G277704	WAUSHARA	006393	07/23/94

SECURED PARTY NAME AND ADDRESS

M & I MID-STATE BANK NA
 1245 MAIN STREET
 STEVENS POINT WI 54481

REACT

Lending Agency: Retain this document until the lien has been satisfied. See reverse side of this form for removing this lien. Valid lien release only if signed on reverse side.

BUSINESS NOTE

(Use only for business purpose loans or consumer loans in excess of \$25,000.)

* Boxes not checked are inapplicable.

SPECIALTY PET SEEDS, LLC

May 9, 1994

\$ 323,000.00

The undersigned ("Maker," whether one or more) promises to pay to the order of M&I Mid-State Bank NA at Coloma, Wisconsin, the principal sum of \$ 323,000.00 ("Lender")

[Check (a), (b) or (c); only one shall apply.]

- (a) in one payment on
(b) in 36 equal installments of \$ 6,473.00 due on June 9, 1994, and on the same day(s) of each consecutive month thereafter
(c) in equal installments of principal of \$ due on and on the same day(s) of each month thereafter

If the amount of interest is not shown on line 4 below, this Note bears interest on the unpaid principal balance before maturity:

[Check (d) or (e) or complete line 4 below; only one shall apply.]

- (d) At the rate of 7.5 % per year.
(e) At the annual rate which is equal to the following Index Rate, plus percentage points ("Note Rate"), and the Note Rate shall be adjusted as provided below.

The Initial Note rate is % . An adjustment in the Note Rate may cause a change in the amount of each payment of interest and a change in the amount due at maturity.

Interest is computed for the actual number of days principal is unpaid on the basis of a 360 day year a 365 day year. Interest is payable on and on the same day of each month thereafter.

Unless checked here, this Note is NOT secured by a first lien mortgage or equivalent security interest on a one-to-four family dwelling used as a Maker's principal place of residence.

Full or partial prepayment of this Note is permitted at any time without penalty

Lender may apply prepayments, if permitted, to such future installments as it elects.

The obligations under this Note of all Makers are joint and several. SEE IMPORTANT DISCLOSURES ON REVERSE SIDE. THIS NOTE INCLUDES ADDITIONAL PROVISIONS ON REVERSE SIDE.

SPECIALTY PET SEEDS, LLC

Kenneth Buell, President

Richard E. Beggs, Vice President

Inapplicable unless filled in (use for add-on loans only)

- 1. Loan Proceeds
2. Cr. Life Ins. Charge
3. Cr. A & S Ins. Charge
4. Interest (Add-on)
5.
6. Face Amount Of Note

W13642 Apache Drive, Plainfield, WI 54966-9798

COLLATERAL INCLUDES BUT IS NOT LIMITED TO:

Prin. \$17,816.61 1098: AN FOR LENDER CLERICAL USE ONLY 66109-00001
X: Int. RR-3
N: 1016 SIC: 2048 GBSA dated 5/9/94
D: Due at Maturity 5/9/97 REM dated 5/9/94

Exhibit

MARK E

ADDITIONAL PROVISIONS

Maker acknowledges that Lender has not made any representations or warranties with respect to, and that Lender does not assume any responsibility to, Maker for the collectability or enforceability of this Note or the financial condition of any Maker. Maker authorizes Lender to disclose financial and other information about Maker to others. Each Maker has independently determined the collectability and enforceability of this Note.

If any installment is not paid when due or if Lender deems itself insecure, the unpaid balance shall, at the option of Lender, and without notice mature and become immediately payable. The unpaid balance shall automatically mature and become immediately payable in the event any Maker, surety, indorser or guarantor becomes the subject of bankruptcy or other insolvency proceedings. Lender's receipt of any payment on this Note after the occurrence of an event of default shall not constitute a waiver of the default or the Lender's rights and remedies upon such default.

This Note is secured by all existing and future security agreements and mortgages between Lender and Maker, between Lender and any indorser or guarantor of this Note, and between Lender and any other person providing collateral security for Maker's obligations, and payment may be accelerated according to any of them. Unless law would be prohibited by law or would render a nontaxable account taxable, Maker grants to Lender a security interest and lien in any deposit account Maker may at any time have with Lender. Lender may, at any time after an occurrence of an event of default, without notice or demand, setoff against any deposit balances or other money now or hereafter owed any Maker by Lender any amount unpaid under this Note.

Without affecting the liability of any Maker, indorser, surety, or guarantor, Lender may, without notice, accept partial payments, release or impair any collateral security for the payment of this Note or agree not to do so, and may, without notice, renew or extend the time for payment.

All Makers, indorsers, sureties, and guarantors agree to pay all costs of collection before and after judgment, including reasonable attorneys' fees including those incurred in a successful defense and enforcement of a judgment or settlement brought by Maker or Lender (including the cost of the Maker's legal representation pursuant to the United States Bankruptcy Code) and waive presentment, protest, demand and notice of dishonor. Maker agrees to indemnify and hold harmless the Lender, its directors, officers, employees and agents, from and against any and all claims, damages, judgments, penalties, and expenses, including reasonable attorneys' fees, arising directly or indirectly from credit extended under this Note or the activities of Maker. This indemnity shall survive payment of this Note.

To the extent not prohibited by law, Maker consents that venue for any legal proceeding relating to collection of this Note shall be, at Lender's option, the county in which Lender has its principal office in this state, the county in which any Maker resides or the county in which this Note was executed.

This Note is intended by the Maker and the Lender as a final expression of this Note and as a complete and exclusive statement of its terms, there being no conditions to the enforceability of this Note. This Note may not be supplemented or modified except in writing.

VARIABLE RATE DISCLOSURES

(Required under § 138.056, Wis. Stats., if applicable)

Variable Rate. If box (e) on the reverse side is checked, this Note contains a variable interest rate provision and the following disclosures are applicable if this Note is secured by a first lien real estate mortgage or equivalent security interest on a one-to-four family dwelling used as Maker's principal place of residence:

Index. An increase or decrease in the Index Rate described above will cause a corresponding increase or decrease in the rate of interest. The current Index Rate value is _____ %.

Right to Prepay. Maker may prepay this Note in whole or in part at any time without penalty.

Notice. Notice of any interest rate increase must be given to Maker.

NO.	DATE PAID	AMOUNT PAID	INTEREST PAID	PRINCIPAL PAID	REMAINING BALANCE	DATE DUE	INTEREST DUE	PRINCIPAL DUE	TOTAL DUE	STATUS
1	01/01/00	100.00	0.00	100.00	0.00	01/01/00	0.00	0.00	0.00	PAID
2	02/01/00	100.00	0.00	100.00	0.00	02/01/00	0.00	0.00	0.00	PAID
3	03/01/00	100.00	0.00	100.00	0.00	03/01/00	0.00	0.00	0.00	PAID
4	04/01/00	100.00	0.00	100.00	0.00	04/01/00	0.00	0.00	0.00	PAID
5	05/01/00	100.00	0.00	100.00	0.00	05/01/00	0.00	0.00	0.00	PAID
6	06/01/00	100.00	0.00	100.00	0.00	06/01/00	0.00	0.00	0.00	PAID
7	07/01/00	100.00	0.00	100.00	0.00	07/01/00	0.00	0.00	0.00	PAID
8	08/01/00	100.00	0.00	100.00	0.00	08/01/00	0.00	0.00	0.00	PAID
9	09/01/00	100.00	0.00	100.00	0.00	09/01/00	0.00	0.00	0.00	PAID
10	10/01/00	100.00	0.00	100.00	0.00	10/01/00	0.00	0.00	0.00	PAID
11	11/01/00	100.00	0.00	100.00	0.00	11/01/00	0.00	0.00	0.00	PAID
12	12/01/00	100.00	0.00	100.00	0.00	12/01/00	0.00	0.00	0.00	PAID
13	01/01/01	100.00	0.00	100.00	0.00	01/01/01	0.00	0.00	0.00	PAID
14	02/01/01	100.00	0.00	100.00	0.00	02/01/01	0.00	0.00	0.00	PAID
15	03/01/01	100.00	0.00	100.00	0.00	03/01/01	0.00	0.00	0.00	PAID
16	04/01/01	100.00	0.00	100.00	0.00	04/01/01	0.00	0.00	0.00	PAID
17	05/01/01	100.00	0.00	100.00	0.00	05/01/01	0.00	0.00	0.00	PAID
18	06/01/01	100.00	0.00	100.00	0.00	06/01/01	0.00	0.00	0.00	PAID
19	07/01/01	100.00	0.00	100.00	0.00	07/01/01	0.00	0.00	0.00	PAID
20	08/01/01	100.00	0.00	100.00	0.00	08/01/01	0.00	0.00	0.00	PAID
21	09/01/01	100.00	0.00	100.00	0.00	09/01/01	0.00	0.00	0.00	PAID
22	10/01/01	100.00	0.00	100.00	0.00	10/01/01	0.00	0.00	0.00	PAID
23	11/01/01	100.00	0.00	100.00	0.00	11/01/01	0.00	0.00	0.00	PAID
24	12/01/01	100.00	0.00	100.00	0.00	12/01/01	0.00	0.00	0.00	PAID
25	01/01/02	100.00	0.00	100.00	0.00	01/01/02	0.00	0.00	0.00	PAID
26	02/01/02	100.00	0.00	100.00	0.00	02/01/02	0.00	0.00	0.00	PAID
27	03/01/02	100.00	0.00	100.00	0.00	03/01/02	0.00	0.00	0.00	PAID
28	04/01/02	100.00	0.00	100.00	0.00	04/01/02	0.00	0.00	0.00	PAID
29	05/01/02	100.00	0.00	100.00	0.00	05/01/02	0.00	0.00	0.00	PAID
30	06/01/02	100.00	0.00	100.00	0.00	06/01/02	0.00	0.00	0.00	PAID
31	07/01/02	100.00	0.00	100.00	0.00	07/01/02	0.00	0.00	0.00	PAID
32	08/01/02	100.00	0.00	100.00	0.00	08/01/02	0.00	0.00	0.00	PAID
33	09/01/02	100.00	0.00	100.00	0.00	09/01/02	0.00	0.00	0.00	PAID
34	10/01/02	100.00	0.00	100.00	0.00	10/01/02	0.00	0.00	0.00	PAID
35	11/01/02	100.00	0.00	100.00	0.00	11/01/02	0.00	0.00	0.00	PAID
36	12/01/02	100.00	0.00	100.00	0.00	12/01/02	0.00	0.00	0.00	PAID
37	01/01/03	100.00	0.00	100.00	0.00	01/01/03	0.00	0.00	0.00	PAID
38	02/01/03	100.00	0.00	100.00	0.00	02/01/03	0.00	0.00	0.00	PAID
39	03/01/03	100.00	0.00	100.00	0.00	03/01/03	0.00	0.00	0.00	PAID
40	04/01/03	100.00	0.00	100.00	0.00	04/01/03	0.00	0.00	0.00	PAID
41	05/01/03	100.00	0.00	100.00	0.00	05/01/03	0.00	0.00	0.00	PAID
42	06/01/03	100.00	0.00	100.00	0.00	06/01/03	0.00	0.00	0.00	PAID
43	07/01/03	100.00	0.00	100.00	0.00	07/01/03	0.00	0.00	0.00	PAID
44	08/01/03	100.00	0.00	100.00	0.00	08/01/03	0.00	0.00	0.00	PAID
45	09/01/03	100.00	0.00	100.00	0.00	09/01/03	0.00	0.00	0.00	PAID
46	10/01/03	100.00	0.00	100.00	0.00	10/01/03	0.00	0.00	0.00	PAID
47	11/01/03	100.00	0.00	100.00	0.00	11/01/03	0.00	0.00	0.00	PAID
48	12/01/03	100.00	0.00	100.00	0.00	12/01/03	0.00	0.00	0.00	PAID
49	01/01/04	100.00	0.00	100.00	0.00	01/01/04	0.00	0.00	0.00	PAID
50	02/01/04	100.00	0.00	100.00	0.00	02/01/04	0.00	0.00	0.00	PAID
51	03/01/04	100.00	0.00	100.00	0.00	03/01/04	0.00	0.00	0.00	PAID
52	04/01/04	100.00	0.00	100.00	0.00	04/01/04	0.00	0.00	0.00	PAID
53	05/01/04	100.00	0.00	100.00	0.00	05/01/04	0.00	0.00	0.00	PAID
54	06/01/04	100.00	0.00	100.00	0.00	06/01/04	0.00	0.00	0.00	PAID
55	07/01/04	100.00	0.00	100.00	0.00	07/01/04	0.00	0.00	0.00	PAID
56	08/01/04	100.00	0.00	100.00	0.00	08/01/04	0.00	0.00	0.00	PAID
57	09/01/04	100.00	0.00	100.00	0.00	09/01/04	0.00	0.00	0.00	PAID
58	10/01/04	100.00	0.00	100.00	0.00	10/01/04	0.00	0.00	0.00	PAID
59	11/01/04	100.00	0.00	100.00	0.00	11/01/04	0.00	0.00	0.00	PAID
60	12/01/04	100.00	0.00	100.00	0.00	12/01/04	0.00	0.00	0.00	PAID
61	01/01/05	100.00	0.00	100.00	0.00	01/01/05	0.00	0.00	0.00	PAID
62	02/01/05	100.00	0.00	100.00	0.00	02/01/05	0.00	0.00	0.00	PAID
63	03/01/05	100.00	0.00	100.00	0.00	03/01/05	0.00	0.00	0.00	PAID
64	04/01/05	100.00	0.00	100.00	0.00	04/01/05	0.00	0.00	0.00	PAID
65	05/01/05	100.00	0.00	100.00	0.00	05/01/05	0.00	0.00	0.00	PAID
66	06/01/05	100.00	0.00	100.00	0.00	06/01/05	0.00	0.00	0.00	PAID
67	07/01/05	100.00	0.00	100.00	0.00	07/01/05	0.00	0.00	0.00	PAID
68	08/01/05	100.00	0.00	100.00	0.00	08/01/05	0.00	0.00	0.00	PAID
69	09/01/05	100.00	0.00	100.00	0.00	09/01/05	0.00	0.00	0.00	PAID
70	10/01/05	100.00	0.00	100.00	0.00	10/01/05	0.00	0.00	0.00	PAID
71	11/01/05	100.00	0.00	100.00	0.00	11/01/05	0.00	0.00	0.00	PAID
72	12/01/05	100.00	0.00	100.00	0.00	12/01/05	0.00	0.00	0.00	PAID
73	01/01/06	100.00	0.00	100.00	0.00	01/01/06	0.00	0.00	0.00	PAID
74	02/01/06	100.00	0.00	100.00	0.00	02/01/06	0.00	0.00	0.00	PAID
75	03/01/06	100.00	0.00	100.00	0.00	03/01/06	0.00	0.00	0.00	PAID
76	04/01/06	100.00	0.00	100.00	0.00	04/01/06	0.00	0.00	0.00	PAID
77	05/01/06	100.00	0.00	100.00	0.00	05/01/06	0.00	0.00	0.00	PAID
78	06/01/06	100.00	0.00	100.00	0.00	06/01/06	0.00	0.00	0.00	PAID
79	07/01/06	100.00	0.00	100.00	0.00	07/01/06	0.00	0.00	0.00	PAID
80	08/01/06	100.00	0.00	100.00	0.00	08/01/06	0.00	0.00	0.00	PAID
81	09/01/06	100.00	0.00	100.00	0.00	09/01/06	0.00	0.00	0.00	PAID
82	10/01/06	100.00	0.00	100.00	0.00	10/01/06	0.00	0.00	0.00	PAID
83	11/01/06	100.00	0.00	100.00	0.00	11/01/06	0.00	0.00	0.00	PAID
84	12/01/06	100.00	0.00	100.00	0.00	12/01/06	0.00	0.00	0.00	PAID
85	01/01/07	100.00	0.00	100.00	0.00	01/01/07	0.00	0.00	0.00	PAID
86	02/01/07	100.00	0.00	100.00	0.00	02/01/07	0.00	0.00	0.00	PAID
87	03/01/07	100.00	0.00	100.00	0.00	03/01/07	0.00	0.00	0.00	PAID
88										

CUSTOMER NUMBER 66109
LOAN NUMBER 1

MODIFICATION OF PROMISSORY NOTE

The undersigned maker(s) have executed a promissory note dated May 9, 1994
in the face amount of \$ 323,000.00 payable to the order of M&I MID-STATE BANK NA.

It is agreed that the monthly installments provided for in said note will be due on the
24th day of each month commencing June 24, 1994 and the final
installment shall be due May 24, 1997.

Executed this 27th day of May, 1994.

M&I MID-STATE BANK NA

SPECIALTY PET SEEDS, LLC

By: Donald C. Jahn SR

Kenneth Bues (SEAL)

[Signature] (SEAL)



[Signature]

(Use only for business purpose loans or consumer loans in excess of \$25,000.)

Banks not checked
are inapplicable

SPECIALTY PET SEEDS, LLC

May 9, 1994

\$ 212,000.00

The undersigned ("Maker," whether one or more) promises to pay to the order of **M&I Mid-State Bank NA** ("Lender") at **Coloma**, Wisconsin, the principal sum of \$ **212,000.00**

[Check (a), (b) or (c); only one shall apply.]

- (a) in one payment on _____
- (b) in 36 equal installments of \$ 1,967.00 due on June 9, 1994, and on the same day(s) of each consecutive month thereafter every 7th day thereafter every 14th day thereafter, PLUS a final payment of the unpaid balance and accrued interest due on May 9, 1997, all subject to modification as set forth in (e) below, if applicable. All payments include principal and interest.
- (c) in _____ equal installments of principal of \$ _____ due on _____, and on the same day(s) of each _____ month thereafter every 7th day thereafter every 14th day thereafter, PLUS a final payment of the unpaid principal due on _____, PLUS interest payable as set forth below.

If the amount of interest is not shown on line 4 below, this Note bears interest on the unpaid principal balance before maturity:

[Check (d) or (e) or complete line 4 below; only one shall apply.]

- (d) At the rate of 7.50 % per year.
- (e) At the annual rate which is equal to the following Index Rate, plus _____ percentage points ("Note Rate"), and the Note Rate shall be adjusted as provided below. The Index Rate is:
 - The prime rate The reference rate The base rate adopted by the Lender _____ from time to time as its base or reference rate for interest rate determinations. The Index Rate may or may not be the lowest rate charged by Lender.

The initial Note rate is _____ %. An adjustment in the Note Rate may cause a change in the amount of each payment of interest and a change in the amount due at maturity. In addition, Lender is authorized to change the amount of periodic payments if and to the extent necessary to pay in full all accrued interest owing on this Note. The Maker agrees to pay any resulting payments or amounts. The Note Rate shall be adjusted only on the following change dates: the first day of each month. each scheduled payment date. as and when the Index Rate changes. _____

Interest is computed for the actual number of days principal is unpaid on the basis of a 360 day year a 365 day year.

Interest is payable on _____, and on the same day of each _____ month thereafter, every 7th day thereafter, every 14th day thereafter, and at maturity, or, if box (b) is checked, at the times so indicated. If any payment (other than the final payment) is not made on or before the 15th day after its due date, Lender may collect a delinquency charge of 5 % of the unpaid amount. Unpaid principal and interest bear interest after maturity until paid (whether by acceleration or lapse of time) at the rate which would otherwise be applicable plus _____ percentage points of 12.00 % per year, computed on the same basis.

Unless checked here, this Note is NOT secured by a first lien mortgage or equivalent security interest on a one-to-four family dwelling used as a Maker's principal place of residence.

Full or partial prepayment of this Note is permitted at any time without penalty _____

Lender may apply prepayments, if permitted, to such future installments as it elects.

The obligations under this Note of all Makers are joint and several.
SEE IMPORTANT DISCLOSURES ON REVERSE SIDE. THIS NOTE INCLUDES ADDITIONAL PROVISIONS ON REVERSE SIDE.

SPECIALTY PET SEEDS, LLC

Kenneth Buehl, President (SEAL)
Kenneth Buehl, President (SEAL)

Richard E. Beggs, Vice President (SEAL)
Richard E. Beggs, Vice President (SEAL)

Inapplicable unless filled in (use for add-on loans only)

- 1. Loan Proceeds \$ _____
- 2. Cr. Life Ins. Charge _____
- 3. Cr. A & S Ins. Charge _____
- 4. Interest (Add-on) _____
- 5. _____
- 6. Face Amount Of Note \$ _____

13642 Apache Drive, Plainfield, WI 54966-9798 (ADDRESS) (PHONE)

COLLATERAL INCLUDES BUT IS NOT LIMITED TO:

APP: Prin _____ \$ LAB: 61 1098: IN FOR LENDER CLERICAL USE ONLY 66109-0000

TAX: Int _____ RR: 3 REM dated 5/9/94 DWJ/038/1vb

MUN: 1016 SIC: 2048

FAD: Due at Maturity 5/9/97

Exhibit

CUSTOMER NUMBER 66109
LOAN NUMBER 3

MODIFICATION OF PROMISSORY NOTE

The undersigned maker(s) have executed a promissory note dated 5/9/94
in the face amount of \$ 212,000.00 payable to the order of M&I MID-STATE BANK NA.

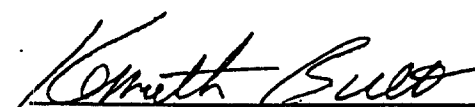
It is agreed that the monthly installments provided for in said note will be due on the
24th day of each month commencing June 24, 1994 and the final
installment shall be due May 24, 1997.

Executed this 27th day of May, 1994.

M&I MID-STATE BANK NA

SPECIALTY PET SEEDS, LLC

By: 

 (SEAL)

 (SEAL)



451 (5/14/93)

BUSINESS NOTE

(Use only for business purpose loans or consumer loans in excess of \$25,000.)

Does not checked are inapplicable.

SPECIALTY PET SEEDS LLC

November 14, 1995

\$ 262,000.00

The undersigned ("Maker," whether one or more) promises to pay to the order of M&I Mid-State Bank at Coloma Wisconsin, the sum of \$ 262,000.00 ("Lender")

(Check (a), (b), (c) or (d); only one shall apply.)

- (a) in one payment on ... plus interest payable as set forth below unless interest is shown on line 4 below.
(b) in 17 equal payments of \$ 5,520.03 due on December 14, 1995 and on the same day(s) of each consecutive month thereafter ...
(c) in ... equal payments of principal of \$... due on ... and on the same day(s) of each ... month thereafter ... PLUS a final payment of the unpaid principal due on ... PLUS interest payable as set forth below.
(d) ...

If the amount of interest is not shown on line 4 below, this Note bears interest on the unpaid principal balance before maturity:

(Check (e) or (f) or complete line 4 below; only one shall apply.)

- (e) At the rate of 9.50 % per year.
(f) At the annual rate which is equal to the following Index Rate, plus ... percentage points ("Note Rate"), and the Note Rate shall be adjusted as provided below. The Index Rate is:
The prime rate The reference rate The base rate adopted by Lender ... from time to time as its base or reference rate for interest rate determinations. The Index Rate may or may not be the lowest rate charged by Lender.

The initial Note Rate is ...%. An adjustment in the Note Rate will result in an increase or decrease in (1) the amount of each payment of interest, (2) the amount of the final payment, (3) the number of scheduled periodic payments sufficient to repay this Note in substantially equal payments, (4) the amount of each remaining payment of principal and interest so that those remaining payments will be substantially equal and sufficient to repay this Note by its scheduled maturity date, (5) the amount of each remaining payment of principal and interest (other than the final payment) so that those remaining payments will be substantially equal and sufficient to repay this Note by its scheduled maturity date based on the original amortization schedule used by Lender, plus the final payment of principal and interest, or (6) ...

In addition, Lender is authorized to change the amount of periodic payments if and to the extent necessary to pay in full all accrued interest owing on this Note. The Maker agrees to pay any resulting payments or amounts. The Note Rate shall be adjusted only on the following change dates: the first day of each month each scheduled payment date as and when the Index Rate changes

Interest is computed for the actual number of days principal is unpaid on the basis of a 360 day year a 365 day year. Interest is payable on December 14, 1995, and on the same day of each consecutive month thereafter, every 7th day thereafter, every 14th day thereafter, and at maturity, or, if box (b) is checked, at the times so indicated. If any payment (other than the final payment) is not made on or before the 15th day after its due date, Lender may collect a delinquency charge of 5 % of the unpaid amount. Unpaid principal and interest bear interest after maturity until paid (whether by acceleration or lapse of time) at the rate which would otherwise be applicable plus 5 percentage points of % per year, computed on the same basis. Maker agrees to pay a charge of \$ for each check presented for payment under this Note which is returned unsatisfied.

Unless checked here, this Note is NOT secured by a first lien mortgage or equivalent security interest on a one-to-four family dwelling used as a Maker's principal place of residence. Full or partial prepayment of this Note is permitted at any time without penalty

VARIABLE RATE DISCLOSURES

If box (f) above is checked, this Note contains a variable interest rate provision and these disclosures are applicable if this Note is secured by a first lien real estate mortgage or equivalent security interest on a one-to-four family dwelling used as Maker's principal place of residence. An increase or decrease in the Index Rate described above will cause a corresponding increase or decrease in the rate of interest. The current Index Rate value is n/a %. Maker may prepay this Note in whole or in part at any time without penalty. Notice of any interest rate increase must be given to Maker.

THIS NOTE INCLUDES ADDITIONAL PROVISIONS ON REVERSE SIDE.

This Note is secured by but not limited to a Real Estate Mortgage dated 5/9/94 on Commercial Property located in the Town of Plainfield, Waushara Co.

SPECIALTY PET SEEDS LLC

Signature of Kenneth Buehl, Member
Signature of Jonathon Bushman, Member

Inapplicable unless filled in (use for add-on loans only).

- 1. Loan Proceeds \$
2. Cr. Life Ins. Charge
3. Cr. A & S Ins. Charge
4. Interest (Add-on)
5.
6. Face Amount Of Note \$

W13642 Apache Drive, Plainfield, WI 54966-9798 (ADDRESS) (PHONE)

COLLATERAL INCLUDES BUT IS NOT LIMITED TO:

GBSA dated 5/9/94.

FOR LENDER CLERICAL USE ONLY FED ID #39-1788240

If checked, most applicable prepayment restrictions and penalties. If credit life or accident and sickness insurance is requested, a WBA 450 may be required. If a consumer loan in excess of \$25,000 is secured by real property or dwelling, Truth-in-Lending will be applicable. If this Note is secured by Maker's principal place of residence, secs. 138.063 and 138.064, Wis. Stats., may apply.

LAB: G1 1098: N RR: 3 SIC: 204

Exhibit

DWJ/038/1vb LOAN OFFICER

TRADEMARK

REEL: 1798 FRAME: 0039

COPYCOPY

STATE OF WISCONSIN

CIRCUIT COURT

WAUSHARA COUNTY

M&I MID-STATE BANK,
a state banking corporation,
f/k/a M&I Mid-State Bank, N.A.,

Plaintiff,

vs.

SPECIALTY PET SEEDS, LLC,
a Wisconsin limited liability
company, et al,

Defendants.

**NOTICE OF MOTION
AND MOTION AND ORDER**

Case Classification:
Foreclosure of Mortgage

Case Code No.: 30404

Case No.: 97CV-35

E I L E D

MAR 11 1997

CIRCUIT COURT,
WAUSHARA CO., WIS.

TO THE ABOVE NAMED DEFENDANTS:

PLEASE TAKE NOTICE that plaintiff, M&I Mid-State Bank, upon the attached Affidavit and upon the Complaint of the plaintiff filed herein will move the Honorable Lewis Murach at his courtroom in the Waushara County Courthouse, Wautoma, Wisconsin, on the 17th day of March, 1997 at 9:00 o'clock in the forenoon of that day or as soon thereafter as counsel can be heard, for entry of an order for the appointment of a receiver pursuant to sec. 813.16(1), Stats., to collect rents and make payments to avoid the commission of waste as prayed for in the Complaint served herewith.

Book

FURTHER, the plaintiff moves the court for an order reducing the time for service of this notice of the hearing on the defendants to 48 hours prior to the hearing, pursuant to sec. 801.15(4), Stats.

COPY**COPY**

STATE OF WISCONSIN

CIRCUIT COURT

WAUSHARA COUNTY

M&I MID-STATE BANK,

Plaintiff,

NOTICE OF ENTRY OF ORDER
CONFIRMING SALE

vs.

SPECIALTY PET SEEDS, LLC, et al, Case No.: 97CV-35

Defendants.

TO: See attached Affidavit of Mailing.

PLEASE TAKE NOTICE that an order confirming sale of the mortgaged premises involved in the above-entitled action, a copy of said order attached hereto and made a part hereof, was duly entered in the above-entitled action in the office of the Clerk of Courts for Waushara County, Wisconsin, on the 24th day of June, 1997.

Dated this 24th day of June, 1997.

ANDERSON, SHANNON, O'BRIEN, RICE & BERTZ

By 

ROBERT F. KONKOL
A Member of the Firm
Attorneys for Plaintiff
2840 Post Road, P.O. Box 340
Plover, WI 54467-0340
Telephone: 715/341-2560
State Bar Number: 1016986

COPY

STATE OF WISCONSIN

CIRCUIT COURT

WAUSHARA COUNTY

M&I MID-STATE BANK,

Plaintiff,

vs.

SPECIALTY PET SEEDS, LLC, et al,

Defendants.

ORDER CONFIRMING SHERIFF'S
SALE, APPROVING RECEIVER'S
ACCOUNT, DISCHARGING
RECEIVER, AND FOR ENTRY
OF DEFICIENCY JUDGMENT

Case No.: 97CV-35

Filed
6/24/97

This matter having duly come on for hearing on June 24, 1997 before the Honorable Lewis Murach, Circuit Court Judge, pursuant to Notice and Application for Confirmation of Sale, to Determine "Fair Value", to Establish Amount of Indebtedness and to Discharge Receiver, together with a request for other relief, which notice and application was served upon counsel who appeared in this case, proper notice for the hearing having been given.

The plaintiff appeared by Robert F. Konkol, one of its attorneys, and other appearances being: ADDC

The receiver filed his report herein and the sheriff filed his report of sale on file herein, and the Court having taken testimony and being advised in the premises.

NOW, THEREFORE, on the motion of Robert F. Konkol, one of the attorneys for plaintiff,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

TATERLAND FARMS, INC.
W5485 County KK
Plainfield, WI 54966

WC&A, INC.
Route 1, Box 475
Plainfield, WI 54966

TRADEMARK
REEL: 1798 FRAME: 0043

COPY

STATE OF WISCONSIN

CIRCUIT COURT

WAUSHARA COUNTY

M&I MID-STATE BANK,

Plaintiff,

vs.

SPECIALTY PET SEEDS, LLC, et al,

Defendants.

ORDER CONFIRMING SHERIFF'S
SALE, APPROVING RECEIVER'S
ACCOUNT, DISCHARGING
RECEIVER, AND FOR ENTRY
OF DEFICIENCY JUDGMENT

Case No.: 97CV-35

*Filed
6/24/97*

This matter having duly come on for hearing on June 24, 1997 before the Honorable Lewis Murach, Circuit Court Judge, pursuant to Notice and Application for Confirmation of Sale, to Determine "Fair Value", to Establish Amount of Indebtedness and to Discharge Receiver, together with a request for other relief, which notice and application was served upon counsel who appeared in this case, proper notice for the hearing having been given.

The plaintiff appeared by Robert F. Konkol, one of its attorneys, and other appearances being: none

The receiver filed his report herein and the sheriff filed his report of sale on file herein, and the Court having taken testimony and being advised in the premises.

NOW, THEREFORE, on the motion of Robert F. Konkol, one of the attorneys for plaintiff,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. The Court finds that as of the date of the sheriff's sale, there was due and owing to plaintiff from defendant Specialty Pet Seeds, LLC, the total sum of \$791,619.02.

2. The sale of the mortgaged premises involved in the above-entitled action to plaintiff for the amount bid of \$200,000.00 and the sheriff's report of such sale is hereby in all things approved and confirmed.

3. The Court finds that the fair value of the mortgaged premises which is to be credited to the mortgaged loan indebtedness found by the Court to be due is the sum of \$200,000.00, and represents the fair value to be applied to the total indebtedness found to be due plaintiff.

4. The report of the receiver, Donald W. Janke is hereby approved and confirmed and the receiver is discharged without any further liability hereunder, there having been no income received by the receiver or expenses incurred by the receiver.

5. The Clerk of this Court shall immediately deliver the Sheriff's Deed to plaintiff or its attorneys.

6. The Clerk shall enter a deficiency judgment herein against the defendant Specialty Pet Seeds, LLC in the sum of \$591,619.02 and the plaintiff may have execution thereof.

Dated this 24th day of June, 1997.

BY THE COURT:

156 Lewis Murach
Honorable Lewis Murach
Circuit Judge

STATE OF WISCONSIN

CIRCUIT COURT

WAUSHARA COUNTY

M&I MID-STATE BANK,

Plaintiff,

AFFIDAVIT OF MAILING

vs.

SPECIALTY PET SEEDS, LLC, et al,

Case No.: 97CV-35

Defendants.

STATE OF WISCONSIN)
)SS.
COUNTY OF PORTAGE)

KATIE WOLFE, being first duly sworn on oath deposes and says that she is one of the stenographers at the law offices of Anderson, Shannon, O'Brien, Rice & Bertz, the attorneys for the M&I Mid-State Bank; that on the 24th day of June, 1997, she deposited in the post office in the Village of Plover, Portage County, Wisconsin, and left there to be carried in the regular course of the mail, a copy of the document designated below securely enclosed, the postage duly prepaid, addressed to:

SPECIALTY PET SEEDS, LLC
P.O. Box 1743
Wausau, WI 54401

GARY L. DREIER
Attorney at Law
P.O. Box 1060
Stevens Point, WI 54481
Attorney for defendant Triple "C" Acres, Inc.

BUSHMAN ASSOCIATES, INC.
9097 River Road
Wittenberg, WI 54499

TATERLAND FARMS, INC.
W5485 County KK
Plainfield, WI 54966

WC&A, INC.
Route 1, Box 475
Plainfield, WI 54966

ROGER PRINCE, d/b/a PRINCE FARMS
200 County O
Hancock, WI 54943

KEVIN D. MATHEWS
Attorney at Law
324 East Wisconsin Avenue, Suite 100
Milwaukee, WI 53202
Attorney for defendant Menasha Corporation

TOM KUBASTA
Attorney at Law
P.O. Box 808
Wautoma, WI 54982-0808
Attorney for Richard's Electric

Referenced Document: NOTICE OF ENTRY OF ORDER CONFIRMING SALE.

Katie Wolfe
KATIE WOLFE

Subscribed and sworn to before me
this 24th day of June, 1997.

Cindy L. McCarthy
Cindy L. McCarthy
Notary Public, Portage County, WI
My Commission Expires: 8-30-98.

