

123.64

RECEIVED

AUG 07 2017

**PROOF OF CLAIM FOR CASH GRAIN**  
(Grain which is priced and sold and payment has not been made).

**SOUTH DAKOTA PUBLIC UTILITIES COMMISSION**

I, \_\_\_\_\_, the undersigned, do hereby submit this claim against any grain funds or applicable bond(s) for H & I Grain of Hetland with locations in Hetland, De Smet and Arlington SD.

Check this box and proceed to the signature line if you are in agreement with staff findings with respect to your bond claim.

Below are the loads delivered for cash sale which were not paid for: *Attach additional paper if necessary*

Scale ticket number	Date	Kind of grain	Bushels	Price	Lien Holder, N/A if no liens

Explanation of Claim: *Attach additional paper if necessary*

*Sold 11-23-16 Money Left with intention of collecting .02 Per Bu Per month \$123.64 worth while Bonus Paid by Bond I am sure as separate check*

Attached are copies of the above documents which I offer as proof of delivery and evidence of my claim. I submit the above claim and state that it is true under penalty of law.

Signature of Claimant *Garry E Swenson* *Garry & Janice Trust Swenson* Date *8-3-17*

Address city *46579 269th St Sioux Falls* State *S.D.* Zip *57106*

Phone # *368-9824*

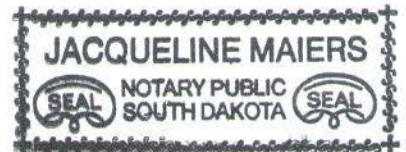
Check box if email only service is acceptable Email address: \_\_\_\_\_

Subscribed and sworn to me this *07* day of *August* 20 *17*

Notary *Jacqueline Maiers*

County of: *Minnehaha* State of: *SD*

My Commission Expires: *08/05/2020* Affix Seal:





# Deferred Payment Contract

Contract # **1026**

Date 11-23-16

THIS AGREEMENT, made and entered into by and between **H&I Grain of Hetland Inc.** (Buyer), with it's principal place of business at **205 Main Ave Hetland, SD 57212** and Garry + Janice Swenson Trust (Seller) whose principal place of business is at 46579 269<sup>th</sup> St Sioux Falls, SD (Seller),

The parties hereto hereby promise and agree as follows:

1. Seller has sold (or sells) and buyer has purchased (or hereby purchases) and acknowledges receipt of the the following described grain(s):

Receipt No.	Kind of Grain	Net Bushels	Price	Amount
<u>7279</u>	<u>Corn</u>	<u>6181.79</u>		<u>\$17,579.05</u>

SEE ATTACHMENT FOR DETAILS

Seller elects to be credited two cents per bushel per month prorated from delivery date. Payment must be deferred at least until January 13th 2017 to be eligible for the premium. Seller must return signed contract within 30 days in or order to receive the defer payment premium. Seller may request payment from January 13th 2017 until December 31st 2017 by giving H&I Grain of Hetland, inc. written or oral notice requesting payment.

Total Gross Amount:	<u>17,579.05</u>
Less Deductions:	<u>1054.42</u>
Checkoff:	<u>61.82</u>
Net Amount:	<u>\$ 16,462.81</u>

- Purchase Price:** As and for the purchase price, Buyer promised to pay the "net amount" stated above.
- Deferred Payment:** Which Buyer agrees to pay Seller between the dates of January 13th 2017 and December 31 2017.
- LIENS:** Seller hereby warrants to Buyer that all grain delivered hereunder is now and will remain up to and including the time of delivery, free of all liens, encumbrances or security interests of any kind except as follows: \_\_\_\_\_
- Title:** Title to the grain shall pass to the buyer at time of delivery.
- Merchantable Quality:** All grain delivered under this contract shall be of merchantable quality, unadulterated, and unrestricted from movement in interstate commerce within the meaning of the federal Food, Drug and Cosmetics Act, Environmental Protection Agency tolerances, the U.S. Grain Standards Act and Applicable state law. Seller expressly warrants that this grain was produced in the continental United States.
- Tax Consequences:** Buyer has made no representations regarding the tax consequences of this contract.
- Arbitration:** Buyer and Seller agree that all disputes and controversies between them with respect to this contract shall be subject to the Trade Rules of and arbitrated by the National Grain & Feed Association and that judgement may be entered on the arbitration award in any court of competent jurisdiction. Seller agrees to pay all Buyer's cost resulting from Seller's Breach, including, but not limited to, reasonable attorney's fees and court costs.
- Binding Effect:** This contract, and any amendments thereto agreed to mutually by the Seller and buyer, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives and successors of the respective parties. This contract may not be assigned.
- Final and Complete Agreement:** This contract shall represent the final, complete and exclusive statement of agreement between the parties and may not be modified, supplemented or waived, except in writing signed by both parties.

In witness whereof, the parties have signed this contract this \_\_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year).

**Notice to Seller of Financial Risk**

South Dakota — This contract is not protected by South Dakota Statutory Bond coverages.

Seller: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer: Tami Steffenen Date: 11-23-16

Seller: \_\_\_\_\_ Date: \_\_\_\_\_

Selected Locations  
Selected Ownerships: ALL Ownerships  
Selected Dates: ALL Dates

Cust #	Ticket #	Date	Tkt Net Lbs Deliv'd	Tkt Gross Units Deliv'd	Tes	Moi	FM	Dam	Han	Contract #	Price	Owner	Gross Units	Net Units	Settled	Unsettled
GARRY & JANICE SWENSON TRUST (SWEGAR), 46579 269TH ST, SIOUX FALLS, SD 57106																
CORN (BU) - Priced / Not Paid																
			8 loads													
SWEGAR	1-00H19705	10/31/16	55,180	985.36	57.50	17.40	0.00	0.00	1.00	1/3 Brian	2.8900	Pr/Np	985.36	951.37	0.00	951.37
SWEGAR	1-00H19711	10/31/16	56,440	1,007.86	57.80	17.20	0.00	0.00	1.00	1/3 Gary	2.8900	Pr/Np	1,007.86	976.11	0.00	976.11
SWEGAR	1-00H19716	10/31/16	50,260	897.50	57.60	17.30	0.00	0.00	1.00	1/3 LeRay	2.8900	Pr/Np	897.50	867.88	0.00	867.88
SWEGAR	1-00H19785	11/02/16	49,420	882.50	57.90	17.30	0.00	0.00	1.00		2.8100	Pr/Np	882.50	853.38	0.00	853.38
SWEGAR	1-00H19796	11/02/16	57,280	1,022.86	58.10	17.10	0.00	0.00	1.00		2.8100	Pr/Np	1,022.86	992.17	0.00	992.17
SWEGAR	1-00H19814	11/02/16	52,640	940.00	57.50	17.30	0.00	0.00	1.00		2.8000	Pr/Np	940.00	908.98	0.00	908.98
SWEGAR	1-00H19847	11/03/16	57,200	1,021.43	58.00	17.20	0.00	0.00	1.00		2.8000	Pr/Np	340.54	329.81	0.00	329.81
SWEGAR	1-00H20004	11/05/16	51,280	915.71	57.90	15.80	0.00	0.00	1.00		2.8000	Pr/Np	305.30	302.09	0.00	302.09
SWEGAR - CORN - Pr/Np					57.76	17.19	0.00	0.00	1.00				6,381.92	6,181.79	0.00	6,181.79
Report Totals					57.76	17.19	0.00	0.00	1.00				6,381.92	6,181.79	0.00	6,181.79

Send Defer pmt  
contract

I think this is the one as I don't see where it has been paid.  
So sorry!  
John

LeRay Erickson  
482-8471

all loads need split per Tami's call to LeRay

LeRay called back & said not to split. Gary should get a total of 6,181.79 bu.

**GARRY & JANICE SWENSON TRUST**

46579 269<sup>TH</sup> ST.

SIOUX FALLS, SD 57106

The Public Utilities Commission has reviewed the records of the Licensee and determined the following totals for the potential claimant:

	CORN	SOYBEANS
<b>TOTAL UNPAID BUSHELS</b>	<b>6181.79</b>	--
<b>VCS BUSHELS*</b>	6181.79	--
<del>OPEN TICKET BUSHELS</del>	--	--
<b>TOTAL DOLLARS</b>	<b>16462.81</b>	--
<b>VCS DOLLARS*</b>	16462.81	--
<del>OPEN TICKET DOLLARS</del>	--	--

Staff has determined your eligible claim is for 0 bushels, totaling \$0.

\*Bushels and dollars determined to be on or from a Voluntary Credit Sale contract (Price Later or Deferred Payment) are ineligible for claim against the bond, per SDCL 49-45-9.