

1 WILLIAM H. HEATON, ESQ.
2 NEVADA BAR NO.: 1097
3 NITZ, WALTON & HEATON, LTD.
4 514 SOUTH THIRD STREET
LAS VEGAS, NV 89101
(702) 474-4004

5 Attorneys for Plaintiff

FILED
1997 JAN 21 A 6 29
CORREY W. HAN
LINCOLN COUNTY CLERK
[Signature]

7 SEVENTH JUDICIAL DISTRICT COURT
8 LINCOLN COUNTY, NEVADA

10 STATE BANK OF SOUTHERN UTAH)
11 Plaintiff,)

Case No.: 7-1-97LC
Dept:
Docket:

12 vs.)

13 JENSEN PALISDAE, INC., MERRILL)
14 JENSEN, RAYMOND JENSEN and)
15 JOHN DOES 1 through 5,)
16 Defendant.)

Utah District Court Case No.:
Civil No. 950600008

LAW OFFICES
NITZ, WALTON & HEATON, LTD.
814 SOUTH THIRD STREET
LAS VEGAS, NV 89101
TELEPHONE (702) 474-4004

17 FOREIGN JUDGMENT

18 COMES NOW, State Bank of Southern Utah (hereinafter
19 "Plaintiff"), by and through its attorneys, Nitz, Walton & Heaton,
20 Ltd., and files with this Court, pursuant to NRS §17.340 et seq.,
21 a foreign Judgment which was entered on September 20, 1996, by the
22 Sixth Judicial District Court, In and For Piute County, State of
23 Utah, in Case No.: 950600008 in favor of Plaintiff and against
24 Defendants, JENSEN PALISDAE, INC., MERRILL JENSEN and RAYMOND
25 JENSEN (hereinafter "Defendants"), in the principal sum of
26 \$48,715.12, plus interest from and after September 20, 1996, until
27 paid at the rate of 8.5% per annum. An exemplified copy of said
28 Judgment is attached hereto as Exhibit "1", and is incorporated

1 herein as though set forth in full.

2 Plaintiff submits the Affidavit of Justin W. Wayment, Esq. in
3 support of the Foreign Judgment, which Affidavit is being filed
4 concurrently herewith.

5 DATED this 20th day of January, 1997.

6 NITZ, WALTON & HEATON

7
8 BY: *William H. Heaton*

9 WILLIAM H. HEATON, ESQ.
10 NEVADA BAR NO.: 1097
11 514 SOUTH THIRD STREET
12 LAS VEGAS, NV 89101
13 Attorney for Plaintiff

LAW OFFICES
NITZ, WALTON & HEATON, LTD.
514 SOUTH THIRD STREET
LAS VEGAS, NV 89101
TELEPHONE (702) 474-4004

14
15 This document to which this certificate is attached is a true and correct
16 copy of the original, on file and on record in the County Clerk's Office, Lincoln
17 Nevada.

18 In witness whereof, I have hereunto set my hand and affixed the Seal of the
19 Seventh Judicial District Court in and for the County of Lincoln, State of
20 Nevada, this 21st day of Jan 19 97.

21
22 _____
23 Clerk

24
25 *H. H. H. H.*
26 _____
27 Deputy Clerk
28

COPY

BOOK 125 PAGE 318

STATE OF UTAH)
County of Piute)

I, Valeen H. Brown, Piute County Clerk and Clerk of the Sixth Judicial District Court in and for Piute County, State of Utah, hereby certify the attached is a full, true and correct copy of the original DEFAULT JUDGEMENT, DECREE AND ORDER OF FORECLOSURE, CIVIL CASE # 950600008 STATE BANK OF SOUTHERN UTAH, vs JENSEN PALISADE, INC., MERRILL JENSEN, RAYMOND JENSEN, and JOHN DOES 1 through 5, now on file in my office.

Witness my hand and seal of said District Court at my office in Piute County.

This 13th day of January, 1997

Valeen H. Brown
Valeen H. Brown, District Court Clerk

STATE OF UTAH)
County of Sevier)

I, K.L. McIFF, Sixth District Court Judge in and for Piute County, State of Utah, do hereby certify that Valeen H. Brown, whose name appears to the within and forgoing certificate, is and was at the time said certificate was made and signed and since January 1, 1987, has been to this date the Clerk of the Sixth Judicial District Court of Piute County, State of Utah, and that the signature is the genuine signature of the said Valeen H. Brown as such Clerk and that said certificate is in due form of law.

Witness my hand and seal of said Sixth District Court this 15th day of January 1997.

K.L. McIFF
Sixth District Court Judge

STATE OF UTAH)
County of Piute)

I, Afton N. Jensen, Sixth District Deputy Court Clerk, Piute County, State of Utah do hereby certify that K. L. McIff, whose name appears to the above and forgoing certificate, is and was at the time such certificate was made and signed, duly appointed, qualified and Judge of said Court, and that the signature to the said certificate is the genuine signature of said K. L. McIff, as such Judge of the Sixth District Court and that such certificate is in the due form of law.

Witness my hand and seal of said Sixth District Court this

15th day of January, 1997

Afton N. Jensen
Sixth District Deputy Court Clerk

RECEIVED

SEP 20 1996

6th DISTRICT COURT
Piute County
Clerk *[Signature]*

THOMAS M. HIGBEE (1484)
HIGBEE & ASSOCIATES, P.C.
Attorney for Plaintiff
250 South Main Street
P. O. Box 726
Cedar City, Utah 84721
Telephone: (801) 586-4404

IN THE SIXTH JUDICIAL DISTRICT COURT IN AND FOR
PIUTE COUNTY, STATE OF UTAH

STATE BANK OF SOUTHERN UTAH,)
)
Plaintiff,)
)
vs.)
)
JENSEN PALISADE, INC., MERRILL)
JENSEN, RAYMOND JENSEN, and)
JOHN DOES 1 through 5,)
)
Defendants.)

DEFAULT JUDGMENT, DECREE
AND ORDER OF FORECLOSURE

Civil No. 950600008

Judge K. L. McIff

This matter having come before the Court on Plaintiff's Motion for Judgment by Default, and it appearing to the Court that the Defendants, Jensen Palisade, Inc., Merrill Jensen and Raymond Jensen, have been duly and properly served with process, and the time provided by law for response to the Plaintiff's Complaint having lapsed, without answer or other response by the Defendants, and the defaults of the Defendants having been heretofore entered by the Clerk of the Court, and being fully advised in the premises, and good cause appearing; now therefore

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. The Defendants Jensen Palisade, Inc., Merrill Jensen and Raymond Jensen are indebted to the Plaintiff, State Bank of Southern Utah, pursuant to that certain Promissory Note of January 14, 1994, in the amount of Forty-one Thousand Four Hundred Fifty-three and 27/100 Dollars (\$41,453.27), including interest to date, and that certain Promissory Note of July 15, 1994, in the amount of Five Thousand Six Hundred Ninety-nine and 15/100 Dollars (\$5,699.15), including interest to date, in the total amount of Forty-seven Thousand One Hundred Fifty-two and 42/100 Dollars (\$47,152.42) principal, plus costs of One Hundred Sixty-three and 50/100 Dollars (\$163.50) and attorney's fees of One Thousand Three Hundred Ninety-nine and 20/100 Dollars (\$1,399.20), and JUDGMENT IS THEREFORE GRANTED AND ENTERED in favor of the Plaintiff and against said Defendants in the amount of Forty-eight Thousand Seven Hundred Fifteen and 12/100 Dollars (\$48,715.12), plus interest from and after this date until paid at the rate of 8.5% per annum. Plaintiff shall be entitled to recover costs and attorney's fees subsequently incurred.

2. The Plaintiff has a valid, attached and perfected security interest in and to the following items of personal property, which security interest is prior and senior to the interest of all other Defendants to this action:

1977 John Deer Tractor Model 4230 SS#038740R, 1979 John Deer Tractor Model 2440, SS#33942T, 1979 John Deer Loader Model 148 SS#EO148033425W, 1977 John Deer Windrower, Model 2270, SS#195369, 1990 John Deer Header, Model 300 Twinkknife, SS#E00300X817847, 1990 John Deer Baler, Model 466 SS#01033.

All alfalfa hay now owned or hereafter acquired.

3. The Clerk of the Court is hereby authorized and instructed to issue such writs of attachment, writs of execution, or writs of replevin in aid of judgment as Plaintiff shall from time to time request and as are authorized by applicable law.

4. The Plaintiff is entitled to all rights and remedies of a secured party under the Utah Uniform Commercial Code, and pursuant to Utah Code Ann. § 70A-9-501(1), the Court hereby orders the above-described security interest foreclosed, and directs the Sheriff of Sanpete County, Utah, to sell the above-described personal property in all particulars in accordance with Utah R. Civ. P. 69 providing for sales on execution.

5. Upon sale of any of the collateral above described, the purchaser shall take title free and clear of any claim by the Plaintiff or any of these Defendants.

6. The proceeds therefrom shall be applied as follows, in accordance with Utah Code Ann. § 70A-9-504(1):

- A. First, to the reasonable expenses of sale and the Plaintiff's attorney's fees.
- B. Second, to the satisfaction of the indebtedness.
- C. Third, to any indebtedness junior to the interests of the Plaintiff, if there be any proceeds remaining.
- D. Fourth, to the Defendants, if there be any proceeds remaining.

7. The judgment provided above shall be reduced by the proceeds from the sale, and if said proceeds are insufficient to satisfy the judgment in full, the remainder shall stand as a continuing judgment, in the nature of a deficiency.

8. In accordance with Utah Code Ann. § 70A-9-507(2), the Court hereby finds the sale as herein prescribed to be commercially reasonable in every respect and specifically approves same. Nothing herein shall prevent the Plaintiff from exercising any other rights which it has by law or contract, including its rights as a secured party under the Utah Uniform Commercial Code.

DATED this 20th day of SEPTEMBER, 1996.


K. L. McHFF
District Court Judge

NO. **107962**
Filed And Recorded At Request Of
Nitz, Walton & Heaton, LTD
January 21, 1997
At 10 Minutes Past 3 O'Clock
P M In Book 125 Of Official Records
Page 316 Lincoln County Nevada.

Yuriko Setzer

County Recorder

by Ledia Boucher, deputy