



Derek Morey 10901 86th ST SE Minot, ND 58201
701-509-9676 d-morey@farms@hotmail.com

My claim is against Midwest Grain trading and
North Dakota Grain for 23,729 bu of spring wheat
a dollar amount for \$145,889.80 that I was not
payed for.

GRAIN PURCHASE CONTRACT

187246

This is an agreement that the Seller Derek Moray (Seller's Name)
 of 10901 86th St. SE Mount 58701 ND (Seller's Address, City, State & Zip)
 on 8/2/18 (Date) has sold and agreed to deliver to the Buyer Midwest Grain Trading (Company Name)
 at 28 4th St SW Suite 1, Devils Lake, ND 58301 (Buyer's Address, City, State & Zip)
 a net quantity of 24,000 (bu. / cwt.) of U.S. #1 of Spring wheat at 14 (% Moisture) (% Protein)
 at 6 Key 77 location (Delivery Location) for delivery 8/13/18 - 9/3/18 (Specify Time Period for Delivery)
 at the purchase price of \$ 6.00 per (bu. / cwt.) under the following terms and conditions: Net 30

TERMS AND CONDITIONS

Grade and Quality Specifications: The quality of grain delivered under this contract shall be determined at the place and time of delivery. Buyer's weights and grades to govern. All deliveries made under this contract shall be of the grade and quality specified herein. Buyer reserves the right to reject individual shipments not complying with this provision. Refusal by the Buyer to accept delivery of grain for this reason shall not release the Seller from this contract.

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. Seller shall not deliver, and the Buyer has the right to reject delivery of, a commodity containing transgenic genes or traits that are not approved for sale in Japan, Mexico, the European Union, or other U.S. export markets.

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:

Premiums and Discounts to Apply: Acceptance of deliveries not meeting the contract grade and quality shall be at the option of the Buyer. If the Buyer elects to accept such deliveries not meeting the contract grade and quality, market scale discounts and premiums at time of delivery will apply, unless otherwise specified hereafter. The following premiums and discounts will apply to grain delivered pursuant to this contract:

1/2% below 2500 - 7.10 & 1/5 10/162 - 1.05 & 1/5 10/1258

Settlement for Underdeliveries: All deliveries made under this contract shall be for the quantity specified herein. If the Seller finds he will not be able to complete delivery of the contracted quantity, it shall be the duty of the Seller to advise the Buyer at once. The Buyer, when Seller's default is determined, shall by the close of the next market day elect either to: a) agree with the Seller upon an extension of the time for delivery; or b) after having given notice to the Seller to complete the contract, the Buyer, by the exercise of due diligence, will buy-in for the account of the Seller the defaulted portion of the contract; or c) after having given notice to the Seller to complete the contract, the Buyer will cancel the defaulted portion of the contract at the difference between the contract price and the replacement cost based on the close of the market the next business day when the trades can be made for the account of the Seller.

Settlement for under-delivery or non-delivery of grain shall be made on the difference between market price on delivery date and the contract price _____ cents per bushel handling charge to be paid to buyer upon such settlement.

Buyer's Right to Delay Delivery Period: The Buyer has the right, without penalty, to delay the time for accepting delivery and making payment under this contract if such delay is caused by government regulation or action, labor strikes, riots, insurrection, freight embargoes or transportation delays. It shall be the duty of the Buyer to accept delivery and make payment under this contract as soon as practicable after the cause for delay has ceased.

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 _____ and that judgement may be entered on the arbitration award in any court of competent jurisdiction. Seller agrees to pay all Buyer's costs 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).

SELLER:
Derek Moray
 (Authorized Signature(s))

BUYER:

 (Authorized Signature(s))

Charge Back Amount
\$145,889.80

Service Charge Amount
\$10.00

096016972
11/15/2018
1452500012

This is a LEGAL COPY of your check. You can use it the same way you would use the original check.

RETURN REASON-C
Stop Payment

ORIGINAL
IRD

11/09/2018
1452500012

NODAK GRAIN
2373 65 1/2 ST NE
RUGBY, ND 58368
PH: 701-662-1022

1050
77-787112913

DATE 11-2-18

PAY TO THE ORDER OF Derek Moray

\$ 145,889.80

One hundred forty five thousand eight hundred eighty nine and 80/100 DOLLARS

Security features included. Details on back.



MEMO _____

Y Hunter Yanson

1050

Alert Street Transaction Print

44 [REDACTED] 1050 0014588980

Midwest Grain Trading

Estimate

Estimate No: 193
 Date: 09/12/2018
 For: Derek Morey
 10901 86th St SE, Minot, 58701, ND, United States

P.O. Box 746
 Devils Lake, ND 58301
 midwestgraintrading@gmail.com
 midwestgraintrading.com
 701-381-1022

Description	Quantity	Rate	Amount
Spring Wheat T-0154876	978.1	\$6.10	\$5,957.46 Discount \$8.95
Spring Wheat T-0154899	988.36	\$6.20	\$6,118.64 Discount \$9.19
Spring Wheat T-0154920	981.74	\$6.20	\$6,077.66 Discount \$9.13
Spring Wheat T-0154941	978.1	\$6.10	\$5,957.46 Discount \$8.95
Spring Wheat T-0154956	962.19	\$6.00	\$5,764.48 Discount \$8.66
Spring Wheat T-175898	956.42	\$5.85	\$5,586.67 Discount \$8.39
Spring Wheat T-175943	975.16	\$5.85	\$5,696.13 Discount \$8.56
Spring Wheat T-0155127	965.79	\$6.80	\$6,557.52 Discount \$9.85
Spring Wheat T-0155228	989.7	\$5.95	\$5,879.89 Discount \$8.83
Spring Wheat T-0155200	993.68	\$6.10	\$6,052.36 Discount \$9.09

Description	Quantity	Rate	Amount
Spring Wheat T-0155167	961.21	\$6.30	\$6,046.54 Discount \$9.08
Spring Wheat T-0155245	973.78	\$6.10	\$5,931.15 Discount \$8.91
Spring Wheat T-0155283	982.74	\$6.10	\$5,985.72 Discount \$8.99
Spring Wheat T-0155306	972.47	\$6.10	\$5,923.17 Discount \$8.90
Spring Wheat T-0155327	985.38	\$6.10	\$6,001.80 Discount \$9.02
Spring Wheat 0155860	992.01	\$6.10	\$6,042.18 Discount \$9.08
Spring Wheat 0155882	1,007.95	\$6.10	\$6,139.28 Discount \$9.22
Spring Wheat 0155895	1,000.3	\$6.00	\$5,992.80 Discount \$9.00
Spring Wheat 0155915	1,007.93	\$6.20	\$6,239.80 Discount \$9.37
Spring Wheat 0155923	1,043.64	\$6.30	\$6,565.07 Discount \$9.86
Spring Wheat 0155935	1,008.24	\$6.30	\$6,342.38 Discount \$9.53
Spring Wheat 0155937	1,049.4	\$6.20	\$6,496.52 Discount \$9.76
Spring Wheat 0155959	987.38	\$6.20	\$6,112.58 Discount \$9.18
Spring Wheat 0155967	1,037.45	\$6.20	\$6,422.54 Discount \$9.65
		Subtotal	\$145,889.80
		Total	\$145,889.80
Total			\$145,889.80

ADM-BENSON QUINN (HENSLER)

ADM-BENSON QUINN (HENSLER)

INBOUND TICKET # 0154876
DATE: 09/04/18
SPRING WHEAT
CUST.ID# 430254-000

INBOUND TICKET # 0154899
DATE: 09/05/18
SPRING WHEAT
CUST.ID# 430254-000

CUSTOMER: MIDWEST GRAIN TRADING
REGULAR
100.00% MIDWEST GRAIN T
Hold-Not Applied

CUSTOMER: MIDWEST GRAIN TRADING
REGULAR
100.00% MIDWEST GRAIN T
Hold-Not Applied

Gross LBS. 92620 14:21
Tare LBS. 33580 14:41

Net LBS. 59040

Gross BU 984.00

Net BU 978.10

Gross LBS. 92900 08:02
Tare LBS. 33360 08:25

Net LBS. 59540

Gross BU 992.33

Net BU 988.36

MOIST 12.60
DOCKA 0.60
TEST 62.30
PROTE 14.20

MOIST 12.60
DOCKA 0.40
TEST 61.20
PROTE 14.40

VEHICLE 155 7p
BOL #:

VEHICLE 155 7p
BOL #:

YOUR BUSINESS IS APPRECIATED

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ADM-BENSON QUINN (HENSLER)

INBOUND TICKET # 0154941
DATE: 09/05/18
SPRING WHEAT
CUST.ID# 430254-000
CUSTOMER: MIDWEST GRAIN TRADING
REGULAR
100.00% MIDWEST GRAIN T
Hold-Not Applied

Gross LBS. 92100 14:51
Tare LBS. 33000 14:59

Net LBS. 59100
Gross BU 985.00
Net BU 978.10

MOIST 12.70
DOCKA 0.70
TEST 61.30
PROTE 14.20

VEHICLE 155 7p
BOL #:

YOUR BUSINESS IS APPRECIATED

ADM-BENSON QUINN (HENSLER)

INBOUND TICKET # 0154920
DATE: 09/05/18
SPRING WHEAT
CUST.ID# 430254-000
CUSTOMER: MIDWEST GRAIN TRADING
REGULAR
100.00% MIDWEST GRAIN T
Hold-Not Applied

Gross LBS. 92420 11:32
Tare LBS. 33160 11:54

Net LBS. 59260
Gross BU 987.67
Net BU 981.74

MOIST 12.80
DOCKA 0.60
TEST 61.20
PROTE 14.50

ERGOT 0.02

VEHICLE 155 7p
BOL #:

YOUR BUSINESS IS APPRECIATED

ADM-BENSON QUINN (HENSLER)

INBOUND TICKET # 0155127
DATE: 09/11/18
 SPRING WHEAT
CUST.ID# 430254-000
CUSTOMER: MIDWEST GRAIN TRADING
 REGULAR
100.00% MIDWEST GRAIN T
 Hold-Not Applied

Gross LBS. 91880 11:27
Tare LBS. 33700 11:39

Net LBS. 58180

Gross BU 969.67

Net BU 965.79

MOIST 13.40
DOCKA 0.40
TEST 61.50
PROTE 14.60

VEHICLE 155 7p
BOL #:

YOUR BUSINESS IS APPRECIATED

ADM-BENSON QUINN (HENSLER)

INBOUND TICKET # 0154956
DATE: 09/06/18
 SPRING WHEAT
CUST.ID# 430254-000
CUSTOMER: MIDWEST GRAIN TRADING
 REGULAR
100.00% MIDWEST GRAIN T
 Hold-Not Applied

Gross LBS. 91740 08:03
Tare LBS. 33660 08:27

Net LBS. 58080

Gross BU 968.00

Net BU 962.19

MOIST 12.70
DOCKA 0.60
TEST 61.90
PROTE 14.10

VEHICLE 155 7p
BOL #:

YOUR BUSINESS IS APPRECIATED

ADM-BENSON QUINN (HENSLER)

INBOUND TICKET # 0155200
DATE: 09/12/18
 SPRING WHEAT
CUST.ID# 430254-000

CUSTOMER: MIDWEST GRAIN TRADING
 REGULAR
100.00% MIDWEST GRAIN T
Hold-Not Applied

Gross LBS. 92940 11:09
Tare LBS. 33140 11:26

Net LBS. 59800

Gross BU 996.67

Net BU 993.68

MOIST 13.00
DOCKA 0.30
TEST 62.20
PROTE 14.20

VEHICLE 155 7p
BOL #:

YOUR BUSINESS IS APPRECIATED

ADM-BENSON QUINN (HENSLER)

INBOUND TICKET # 0155228
DATE: 09/12/18
 SPRING WHEAT
CUST.ID# 430254-000

CUSTOMER: MIDWEST GRAIN TRADING
 REGULAR
100.00% MIDWEST GRAIN T
Hold-Not Applied

Gross LBS. 92560 14:28
Tare LBS. 32940 14:52

Net LBS. 59620

Gross BU 993.67

Net BU 989.70

MOIST 12.50
DOCKA 0.40
TEST 61.70
PROTE 13.90

VEHICLE 155 7p
BOL #:

YOUR BUSINESS IS APPRECIATED

ADM-BENSON QUINN (HENSLER)

INBOUND TICKET # 0155167
DATE: 09/12/18
SPRING WHEAT
CUST.ID# 430254-000
CUSTOMER: MIDWEST GRAIN TRADING
REGULAR
100.00% MIDWEST GRAIN T
Hold-Not Applied

Gross LBS. 91360 08:00
Tare LBS. 33340 08:12

Net LBS. 58020
Gross BU 967.00
Net BU 961.21

MOIST 13.70
DOCKA 0.30
TEST 61.60
PROTE 14.70

VEHICLE 155 7p
BOL #:

YOUR BUSINESS IS APPRECIATED

ADM-BENSON QUINN (HENSLER)

INBOUND TICKET # 0155245
DATE: 09/13/18
SPRING WHEAT
CUST.ID# 430254-000
CUSTOMER: MIDWEST GRAIN TRADING
REGULAR
100.00% MIDWEST GRAIN T
Hold-Not Applied

Gross LBS. 92500 08:07
Tare LBS. 33780 08:30

Net LBS. 58720
Gross BU 978.67
Net BU 973.78

MOIST 12.40
DOCKA 0.50
TEST 61.60
PROTE 14.20

VEHICLE 155 7p
BOL #:

YOUR BUSINESS IS APPRECIATED

ADM-BENSON QUINN (HENSLER)

INBOUND TICKET # 0155283
DATE: 09/13/18
SPRING WHEAT
CUST.ID# 430254-000
CUSTOMER: MIDWEST GRAIN TRADING
REGULAR
100.00% MIDWEST GRAIN T
Hold-Not Applied

Gross LBS. 93300 12:05
Tare LBS. 33800 12:32

Net LBS. 59500
Gross BU 991.67
Net BU 982.74

MOIST 12.30
DOCKA 0.90
TEST 62.10
PROTE 14.20

VEHICLE 155 7p
BOL #:

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ADM-BENSON QUINN (HENSLER)

INBOUND TICKET # 0155306
DATE: 09/13/18
SPRING WHEAT
CUST.ID# 430254-000
CUSTOMER: MIDWEST GRAIN TRADING
REGULAR
100.00% MIDWEST GRAIN T
Hold-Not Applied

Gross LBS. 92240 15:26
Tare LBS. 33480 15:40

Net LBS. 58760
Gross BU 979.33
Net BU 972.47

MOIST 12.40
DOCKA 0.70
TEST 62.00
PROTE 14.20

VEHICLE 155 7p
BOL #:

YOUR BUSINESS IS APPRECIATED

21

ADM-BENSON QUINN (HENSLER)

ADM-BENSON QUINN (HENSLER)

INBOUND TICKET # 0155327
DATE: 09/14/18
SPRING WHEAT
CUST.ID# 430254-000

INBOUND TICKET # 0155860
DATE: 10/01/18
SPRING WHEAT
CUST.ID# 430254-000

CUSTOMER: MIDWEST GRAIN TRADING
REGULAR
100.00% MIDWEST GRAIN T
Hold-Not Applied

CUSTOMER: MIDWEST GRAIN TRADING
REGULAR
100.00% MIDWEST GRAIN T
Hold-Not Applied

Gross LBS. 92680 08:55
Tare LBS. 33200 09:03

Net LBS. 59480

Gross LBS. 91780 12:07
Tare LBS. 31960 12:17

Net LBS. 59820

Gross BU 991.33

Gross BU 997.00

Net BU 985.38

Net BU 992.01

MOIST 12.40
DOCKA 0.60
TEST 61.20
PROTE 14.30

MOIST 12.60
DOCKA 0.50
TEST 60.90
PROTE 14.20

VEHICLE 155 /p
BOL #:

VEHICLE ND5185P
BOL #:

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YOUR BUSINESS IS APPRECIATED

#2

#3

ADM-BENSON QUINN (HENSLER)

ADM-BENSON QUINN (HENSLER)

INBOUND TICKET # 0155882
 DATE: 10/01/18
 SPRING WHEAT
 CUST.ID# 430254-000
 CUSTOMER: MIDWEST GRAIN TRADING
 REGULAR
 100.00% MIDWEST GRAIN T
 Hold-Not Applied

INBOUND TICKET # 0155895
 DATE: 10/02/18
 SPRING WHEAT
 CUST.ID# 430254-000
 CUSTOMER: MIDWEST GRAIN TRADING
 REGULAR
 100.00% MIDWEST GRAIN T
 Hold-Not Applied

Gross LBS. 92680 15:19
 Tare LBS. 31960 15:27

 Net LBS. 60720
 Gross BU 1012.00
 Net BU 1007.95

Gross LBS. 92020 07:56
 Tare LBS. 31700 08:05

 Net LBS. 60320
 Gross BU 1005.33
 Net BU 1000.30

MOIST 12.50
 DOCKA 0.40
 TEST 61.50
 PROTE 14.20

MOIST 12.60
 DOCKA 0.50
 TEST 61.70
 PROTE 14.10

VEHICLE ND5185P
 BOL #:

VEHICLE ND5185P
 BOL #:

YOUR BUSINESS IS APPRECIATED

YOUR BUSINESS IS APPRECIATED

#4

#1

ADM-BENSON QUINN (HENSLER)

ADM-BENSON QUINN (HENSLER)

INBOUND TICKET # 0155915
DATE: 10/02/18
SPRING WHEAT
CUST.ID# 430254-000
CUSTOMER: MIDWEST GRAIN TRADING
REGULAR
100.00% MIDWEST GRAIN T
Hold-Not Applied

INBOUND TICKET # 0155923
DATE: 10/02/18
SPRING WHEAT
CUST.ID# 430254-000
CUSTOMER: MIDWEST GRAIN TRADING
REGULAR
100.00% MIDWEST GRAIN T
Hold-Not Applied

Gross LBS. 92280 11:40
Tare LBS. 31500 11:50

Net LBS. 60780
Gross BU 1013.00
Net BU 1007.93

Gross LBS. 94360 14:45
Tare LBS. 31300 14:56

Net LBS. 63060
Gross BU 1051.00
Net BU 1043.64

MOIST 13.00
DOCKA 0.50
TEST 61.50
PROTE 14.40

MOIST 13.30
DOCKA 0.70
TEST 60.80
PROTE 14.60

VEHICLE ND5185P
BOL #:

VEHICLE ND5185P
BOL #:

YOUR BUSINESS IS APPRECIATED

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#6

ADM-BENSON QUINN (HENSLER)

INBOUND TICKET # 0155935
DATE: 10/02/18
SPRING WHEAT
CUST.ID# 430254-000
CUSTOMER: MIDWEST GRAIN TRADING
REGULAR
100.00% MIDWEST GRAIN T
Hold-Not Applied

Gross LBS. 92040 17:39
Tare LBS. 31180 17:48

Net LBS. 60860
Gross BU 1014.33
Net BU 1008.24

MOIST 13.40
DOCKA 0.60
TEST 61.40
PROTE 14.60

VEHICLE ND5185P
BOL #:

YOUR BUSINESS IS APPRECIATED

#7

ADM-BENSON QUINN (HENSLER)

INBOUND TICKET # 0155937
DATE: 10/03/18
SPRING WHEAT
CUST.ID# 430254-000
CUSTOMER: MIDWEST GRAIN TRADING
REGULAR
100.00% MIDWEST GRAIN T
Hold-Not Applied

Gross LBS. 95420 08:08
Tare LBS. 32140 08:27

Net LBS. 63280
Gross BU 1054.67
Net BU 1049.40

MOIST 13.50
DOCKA 0.50
TEST 60.40
PROTE 14.50

ERGOT 0.02

VEHICLE ND5185P
BOL #:

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#8

ADM-BENSON QUINN (HENSLER)

INBOUND TICKET # 0155959
DATE: 10/03/18
SPRING WHEAT
CUST.ID# 430254-000
CUSTOMER: MIDWEST GRAIN TRADING
REGULAR
100.00% MIDWEST GRAIN T
Hold-Not Applied

Gross LBS. 91960 11:36
Tare LBS. 32060 11:46

Net LBS. 59900
Gross BU 998.33
Net BU 987.38

MOIST 13.70
DOCKA 0.80
TEST 58.10
PROTE 14.50

VEHICLE ND5185P
BOL #:

YOUR BUSINESS IS APPRECIATED

#A

ADM-BENSON QUINN (HENSLER)

INBOUND TICKET # 0155967
DATE: 10/03/18
SPRING WHEAT
CUST.ID# 430254-000
CUSTOMER: MIDWEST GRAIN TRADING
REGULAR
100.00% MIDWEST GRAIN T
Hold-Not Applied

Gross LBS. 94740 14:52
Tare LBS. 31960 15:02

Net LBS. 62780
Gross BU 1046.33
Net BU 1037.45

MOIST 13.80
DOCKA 0.40
TEST 61.40
PROTE 14.50

VEHICLE ND5185P
BOL #:

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