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he's available.

SENATOR SCHIMEK: Senator Landis, will you yield.

SENATOR JENSEN: Having a tough time with that phone, Senator Landis. In any case, and there's a couple of things I'd like...I have been in the banking business. I've certainly been a contractor, I'm familiar with mechanic's liens, and this doesn't cover that. And the bank that I serve on as a board member is an urban bank and it doesn't get into rural issues. You're, many times you're dealing here with rented property, property where it's either cash rent or at least there is...the owner of the property is not actually doing the farming himself nor contracting, in many cases, for the fertilizer, the seed, and so on and so forth, that he's using. What happens then when that renter on that property encumbers himself, both at the bank and then with a supplier, be it seed, be it fertilizer, in this case let's talk about fertilizer? Does it really make any difference if that legal description is on that property or as part of the sale of the fertilizer when there is the renter, the person who encumbered this, really doesn't have a legal attachment to that property?

SENATOR LANDIS: Yeah, remember, that what you've got is a debt relationship between two entities, the bank and an individual borrower, could be an owner of the land, could be a renter of the land. It's not that they...it's not whether they're an owner or a renter of the land, it is this relationship of borrower and lender, and what gets memorialized in these pieces of paper, that relationship, and what it is that the borrower has promised to put up as collateral to repay the loan from the lender. The legal identity of the piece of ground upon which those moments in which one of those personal property forms that as growing crops takes place is an irrelevance, in my estimation, to the fact that you're giving notice to the world, we have a lender and a debtor, and the debtor has promised that these kinds of things can be taken to secure and pay off the debt if they don't pay themselves, and the rest of the world beware. If this borrower comes to you, they've already made a promise, and make sure that your promise squares with the promises they've already read. To me it's the matter of the name and the list of property, not the legal identity. Why?