

SCHEDULE C-1

LOANS AND LINES OF CREDIT FROM LENDING INSTITUTIONS

Supplementary for
Information found on
Page 68 / 69 of Schedule C

Federal Election Commission, Washington, D.C. 20543

Name of Committee (in Full) Friends of Tim Johnson		FEC IDENTIFICATION NUMBER 000350421
Back Ref ID: LS1015200017C2036		

LENDING INSTITUTION (LENDER) Full Name Bursary Bank	Amount of Loan 140000.00	Interest Rate (APR) 6.000 %
--	------------------------------------	---------------------------------------

Mailing Address 201 W. Main City Urbana	State IL	Zip Code 61801-	Date Incurred or Established 05 21 2004 Date Due 20050521
--	-------------	--------------------	--

A. Has loan been restructured? No Yes If yes, date originally incurred: 03 09 2000

B. If line of credit, Amount of this Draw: 0.00 Total Outstanding balance: 40000.00

C. Are other parties secondarily liable for the debt incurred? No Yes (Endorsers and guarantors must be reported on Sch. C)

D. Are any of the following pledged as collateral for the loan: real estate, personal property, goods, negotiable instruments, certificates of deposit, chattel papers, stocks, accounts receivable, cash on deposit, or other similar traditional collateral? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If yes, specify: <u>Certificates of Deposit</u>	What is the value of this collateral? 150441.14 Does the lender have a perfected security interest in it? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
---	--

E. Are any future contributions or future receipts of interest income, pledged as collateral for the loan? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, specify:	What is the estimated value? 0.00
---	---

A depository account must be established pursuant to 11 CFR 100.82 and 100.142. Date account established: 10 01 1999	Location of account Bank Illinois Address: PO Box 4026 City, State, Zip: <u>Champaign</u> IL 61824
--	--

F. If neither of the types of collateral described above was pledged for this loan, or if the amount pledged does not equal or exceed the loan amount, state the basis upon which this loan was made and the basis on which it assures repayment.

G. COMMITTEE TREASURER Typed Name James P. Bray Signature <i>[Signature]</i>	DATE 07 13 2004
---	--------------------

H. Attach a signed copy of the loan agreement.

I. TO BE SIGNED BY THE LENDING INSTITUTION:
 1. To the best of this institution's knowledge, the terms of the loan and other information regarding the extension of this loan are accurate as stated above.
 2. The loan was made on terms and conditions (including interest rate) as most favorable at the time than those imposed for similar extensions of credit to other borrowers of comparable creditworthiness.
 3. This institution is aware of the requirement that a loan must be made on a basis which assures repayment, and has complied with the requirements set forth at 11 CFR 100.82 and 100.142 in making this loan.

AUTHORIZED REPRESENTATIVE Typed Name Wade Dugby Signature <i>[Signature]</i> Title Vice President	DATE 07 13 2004
--	--------------------

SCHEDULE C-1

LOANS AND LINES OF CREDIT FROM LENDING INSTITUTIONS

Federal Election Commission, Washington, D.C. 20463

Name of Committee (in Full) Friends of Tim Johnson		FEC IDENTIFICATION NUMBER C00350421	
Back Ref ID: LS1015200017C2024			
LENDING INSTITUTION (LENDER) Full Name Busey Bank		Amount of Loan 140000.00	Interest Rate (APR) 6.000 %
Mailing Address 201 W. Main		Date Incurred or Established 05 21 2004	Date Due 20050521
City Urbana	State Zip Code IL 61801-		
A. Has loan been restructured? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		If yes, date originally incurred: 03 09 2000	
B. If line of credit, Amount of this Draw: 0.00		Total Outstanding balance: 99274.68	
C. Are other parties secondarily liable for the debt incurred? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Endorsers and guarantors must be reported on Sch. C)			
D. Are any of the following pledged as collateral for the loan: real estate, personal property, goods, negotiable instruments, certificates of deposit, chattel papers, stocks, accounts receivable, cash on deposit, or other similar traditional collateral? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If yes, specify: <u>Certificates of Deposit</u>		What is the value of this collateral? 150441.14 Does the lender have a perfected security interest in it? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	
E. Are any future contributions or future receipts of interest income, pledged as collateral for the loan? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, specify: _____		What is the estimated value? 0.00	
A depository account must be established pursuant to 11 CFR 100.82 and 100.142. Date account established: 10 01 1999		Location of account Bank Illinois Address: PO Box 4026 City, State, Zip: Champaign IL 61824	
F. If neither of the types of collateral described above was pledged for this loan, or if the amount pledged does not equal or exceed the loan amount, state the basis upon which this loan was made and the basis on which it assures repayment.			
G. COMMITTEE TREASURER Typed Name: James P. Bray Signature: <i>James P. Bray</i>		DATE 07 13 2004	
H. Attach a signed copy of the loan agreement.			
I. TO BE SIGNED BY THE LENDING INSTITUTION: I. To the best of this institution's knowledge, the terms of the loan and other information regarding the extension of this loan are accurate as stated above. II. The loan was made on terms and conditions (including interest rate) no more favorable at the time than those imposed for similar extensions of credit to other borrowers of comparable credit worthiness. III. This institution is aware of the requirement that a loan must be made on a basis which assures repayment, and has complied with the requirements set forth at 11 CFR 100.82 and 100.142 in making this loan.			
AUTHORIZED REPRESENTATIVE Typed Name: Wade Dwyer Signature: <i>Wade Dwyer</i>		DATE 07 13 2004	
Title: Vice President			

24038451731
PROMISSORY NOTE

Principal	Loan Date	Maturity	Account No.	Pay to	Account	City	State
\$140,000.00	05-21-2004						

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.

Borrower: Friends of Tim Johnson (TIN: 37-1380295)
P.O. Box 17097
Urbana, IL 61803

Lender: BUSEY BANK, AN ILLINOIS BANKING CORPORATION
BUSEY BANK - URBANA
201 W. MAIN
P. O. BOX 17430
URBANA, IL 61803-7430

Principal Amount: \$140,000.00

Initial Rate: 6.000%

Date of Note: May 21, 2004

PROMISE TO PAY. Friends of Tim Johnson ("Borrower") promises to pay to BUSEY BANK, AN ILLINOIS BANKING CORPORATION ("Lender"), or order, in lawful money of the United States of America, on demand, the principal amount of One Hundred Forty Thousand & 00/100 Dollars (\$140,000.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance.

PAYMENT. Borrower will pay this loan immediately upon Lender's demand. Payment in full is due immediately upon Lender's demand. Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning June 21, 2004, with all subsequent interest payments to be due on the same day of each month after that. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges. The annual interest rate for this Note is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an Independent Index which is the Prime Rate as published in the Money Rate section of the Wall Street Journal or its successors (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute Index after notice to Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each day. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 4.000% per annum. The interest rate to be applied to the unpaid principal balance of this Note will be at a rate of 2.000 percentage points over the Index, resulting in an initial rate of 6.000% per annum. **NOTICE:** Under no circumstances will the interest rate on this Note be more than the maximum rate allowed by applicable law.

PREPAYMENT; MINIMUM INTEREST CHARGE. In any event, even upon full prepayment of this Note, Borrower understands that Lender is entitled to a minimum interest charge of \$100.00. Other than Borrower's obligation to pay any minimum interest charge, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments of accrued unpaid interest. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: BUSEY BANK, AN ILLINOIS BANKING CORPORATION; BUSEY BANK - URBANA; 201 W. MAIN; P. O. BOX 17430; URBANA, IL 61803-7430.

LATE CHARGE. If a regularly scheduled interest payment is 10 days or more late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment or \$10.00, whichever is greater. If Lender demands payment of this loan, and Borrower does not pay the loan in full within 10 days after Lender's demand, Borrower also will be charged either 5.000% of the unpaid portion of the sum of the unpaid principal plus accrued unpaid interest or \$10.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, Lender, at its option, may, if permitted under applicable law, increase the variable interest rate on this Note to 7.000 percentage points over the Index. The interest rate will not exceed the maximum rate permitted by applicable law.

LENDER'S RIGHTS. Upon Lender's demand, Lender may declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Note will be governed by, construed and enforced in accordance with federal law and the laws of the State of Illinois. This Note has been accepted by Lender in the State of Illinois.

CONFESSION OF JUDGMENT. Borrower hereby irrevocably authorizes and empowers any attorney-at-law to appear in any court of record and to confess judgment against Borrower for the unpaid amount of this Note as evidenced by an affidavit signed by an officer of Lender setting forth the amount then due, attorneys' fees plus costs of suit, and to release all errors, and waive all rights of appeal. If a copy of this Note, verified by an affidavit, shall have been filed in the proceeding, it will not be necessary to file the original as a warrant of attorney. Borrower waives the right to any stay of execution and the benefit of all exemption laws now or hereafter in effect. No single exercise of the foregoing warrant and power to confess judgment will be deemed to exhaust the power, whether or not any such exercise shall be held by any court to be invalid, voidable, or void; but the power will continue undiminished and may be exercised from time to time as Lender may elect until all amounts owing on this Note have been paid in full. Borrower hereby waives and releases any and all claims or causes of action which Borrower might have against any attorney acting under the terms of authority which Borrower has granted herein arising out of or connected with the confession of judgment hereunder.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$21.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

SIGHT AS RECEIPT. To the extent permitted by applicable law, Lender reserves a debt of offset in all Borrower's accounts with Lender (whether

24038451732
**PROMISSORY NOTE
(Continued)**

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

FRIENDS OF TIM JOHNSON

By: 

Timothy V. Johnson

Federal Election Commission
**ENVELOPE REPLACEMENT PAGE
 FOR INCOMING DOCUMENTS**

The FEC added this page to the end of this filing to indicate how it was received.

<input type="checkbox"/> Hand Delivered	Date of Receipt
<input type="checkbox"/> USPS First Class Mail	Postmarked
<input type="checkbox"/> USPS Registered/Certified	Postmarked (R/C)
<input type="checkbox"/> USPS Priority Mail	Postmarked
	Delivery Confirmation™ Label <input type="checkbox"/>
<input type="checkbox"/> USPS Express Mail	Postmarked
<input type="checkbox"/> Postmark Illegible	
<input type="checkbox"/> No Postmark	
<input checked="" type="checkbox"/> Overnight Delivery Service (Specify): <i>FED EX</i>	Shipping Date <i>7-14-04</i>
<input type="checkbox"/> Received from House Records & Registration Office	Date of Receipt
<input type="checkbox"/> Received from Senate Public Records Office	Date of Receipt
<input type="checkbox"/> Received from Electronic Filing Office	Date of Receipt
<input type="checkbox"/> Other (Specify):	Date of Receipt or Postmarked
<i>sk1</i> PREPARER	<i>7-15-04</i> DATE PREPARED