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* ADMITTED IN OREGON AND WASHINGTON

♦ ADMITTED IN CALIFORNIA AND OREGON

December 6, 2016

BY EMAIL: karenjanuary@stb.gov

Surface Transportation Board

Attn: Karen January

395 E Street SW

Washington, DC 20423

Re: Security Agreement dated 11-24-12
1910 Heisler #2 Locomotive

I represent Scott R. Wickert who granted Kimberly A. Wickert a security interest in the 1910 60-ton Heisler #2 locomotive in a Security Agreement dated November 24, 2012, which was e-filed with the STB on December 1, 2016. A check for the recording was mailed to your office on December 1, 2016. I have enclosed copies of the "Primary Recordations" sheet and the Security Agreement for your reference.

Please process the recording.

If you have any questions or concerns, please contact me. My email address is meh@francishansen.com.

Sincerely,

MARTIN E. HANSEN

MEH/kas
Enclosure



Surface Transportation Board

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Primary Recordations

Please fill out the following information to help us complete your electronic recordation:

- Use My Account
- Check has been sent

Submitter: *
 Company Name: *
 Your Address: *
 Email Address: *
 Document Date: *
 Document Type: *

New Document Type
(If not found above)

Have Parties Identified Hereafter Aquired Clause * Yes No

Equipment Description: *

Please note that **ONLY PDF** files will be accepted.

Attachments: * Security Agreement.pdf

* Required fields

Surface Transportation Board, 395 E Street, SW, Washington, DC 20423

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U.S. Department of Transportation

[Chattel Mortgage Type Instrument. Do Not Use for Inventory or Retail Sale Transaction on Consumer Goods.]

SECURITY AGREEMENT - EQUIPMENT, FIXTURES OR CONSUMER GOODS
(May Be Used for Motor Vehicles and Aircraft in Above Categories)

THE UNDERSIGNED, **Scott R. Wickert**, a single person (hereinafter called "Debtor") hereby grants to **Kimberly A. Wickert**, a single person, (hereinafter called "Secured Party"), a security interest in the following described property, together with all increases therein, all added and substituted parts and equipment, tools, parts, accessories, supplies and improvements therefor, together with all proceeds of all such property, to-wit:

LOCOM
1910 Heisler #2 locomotive used in connection with the business known as ~~Tillamook Locomotive~~
~~Works, LLC~~ *Oregon Coast Scenic Railroad* *WJ*

All of said property is hereinafter referred to as the "Property."

This Security Agreement is given to secure the payment and performance of all indebtedness and obligations of Debtor to Secured Party pursuant to Decree of Dissolution entered under Lewis County (Washington) Cause No. 12-3-00352-3, presently existing and hereafter arising, direct or indirect, and interest thereon. Regardless of the adequacy of any security which the Secured Party may at any time hold hereunder, and regardless of the adequacy of any other security which Secured Party may obtain at any of its offices from Debtor in connection with any other transactions, any deposits or other moneys owing from Secured Party at any of its offices to Debtor shall (as collateral in the possession of Secured Party) constitute additional security for, and may be set off against, obligations secured hereby even though said obligations may not then be due. When more than one person is the Debtor, they shall be jointly and severally liable.

DEBTOR HEREBY REPRESENTS, COVENANTS AND AGREES WITH SECURED PARTY AS FOLLOWS:

1. **Use of Property:** Debtor agrees to comply with any governmental regulation affecting the use of the property and will not waste, injure nor destroy the property, nor use nor permit the use of the property in any unlawful manner. Debtor represents and agrees that the primary use of said property is and will be as checked here:

Personal, family or household purposes Business or Farming use

2. **Debtor and Collateral Location:** The address appearing next to Debtor's signature below is the address of Debtor's chief executive office or, if the Debtor has no place of business, his residence. If the collateral is not located at the Debtor's address appearing below, it will be located at 402 S. American Way, Garibaldi, OR 97118 *WJ*. Debtor will give Secured Party prior written notice of any change in either the Debtor's chief executive office or, if he has no place of business, his residence and or any change in collateral location.

3. **Fixtures:** If any of the property is to be or has been attached to real estate, the legal description of the real estate is as follows:

If the Debtor does not have a record interest in the above real property, the record owner is _____.

4. **Ownership and Liens:** Debtor is over 18 years of age and owns the property and the same is free and clear of all security interests and encumbrances of every nature. Debtor will not create nor permit the existence of any lien or security interest other than that created hereby on the property without the written consent of Secured Party. Any certificate of title now or hereafter existing on any of the property will be delivered to Secured Party and will recite the interest of Secured Party.

5. **Taxes:** Debtor will pay before delinquency all taxes or other governmental charges that are or may become a lien or charge on the property and will pay any tax which may be levied on any obligation secured hereby.

6. **Repairs and Inspection:** Debtor will keep the property in good repair. Secured Party may inspect the property at reasonable times and intervals and may for this purpose enter the premises upon which the property is located.

7. **Insurance:** Debtor will keep the property continuously insured by an insurer approved by Secured Party, against fire, theft and other hazards designated at any time by Secured Party, in an amount equal to the full insurable value thereof or to all sums secured hereby, with such form of loss-payable clause as designated by and in favor of Secured Party, and will deliver the policies and receipts showing payment of premiums to the Secured Party. In the event of loss, Secured Party shall have full power to collect any and all insurance upon the property and to apply the same at its option to any obligation secured hereby, whether or not matured, or to the restoration or repair of the

property. Secured Party shall have no liability whatsoever for any loss that may occur by reason of the omission or lack of coverage of any such insurance.

8. **Removal, Sale and Accounting:** Without the prior written consent of Secured Party, Debtor will not remove the property from the State of ~~Washington~~ and Debtor will not sell nor lease the property or any interest therein.

9. **Expenses Incurred by Secured Party:** Secured Party is not required to, but may at its option, pay any tax or other charge or expense payable by Debtor and any filing or recording fees and any amounts so paid shall be repayable by Debtor upon demand. Debtor will also repay upon demand all of Secured Party's expenses incurred in collecting, insuring, conserving or protecting the collateral or in any inventories, audits, inspections or other examination by Secured Party in respect of the collateral. All such sums shall bear interest at the lesser of 2% per month or the maximum rate permitted by law from the date of payment by the Secured Party until repaid by Debtor and such sums and interest thereon shall be secured hereby. The rights granted by this paragraph are not a waiver of any other rights of Secured Party arising from breach of any of Debtor's covenants.

10. **Waivers:** This Security Agreement shall not be qualified or supplemented by course of dealing. No waiver or modification by Secured Party of any of the terms or conditions hereof shall be effective unless in writing signed by Secured Party. No waiver or indulgence by Secured Party as to any required performance by Debtor shall constitute a waiver as to any subsequent required performance or other obligations of Debtor hereunder. Debtor hereby waives any counter claims or defense hereunder against any assignee for value.

11. **Default:** Time is of the essence in this Security Agreement, and in any of the following events, hereinafter called "Events of Default," to-wit:

- a. Any failure to pay when due the full amount of any payment of principal, interest, taxes, insurance premiums or other charges which are or may be secured hereby; or
- b. Any failure to perform as required by any covenant or agreement herein; or
- c. The falsity of any representation by Debtor herein or in any credit application or financial statement given by Debtor to Secured Party as a basis for any extension of credit secured hereby; or
- d. If the property should be seized or levied upon under any legal or governmental process against Debtor or against the property; or
- e. If Debtor becomes insolvent or is the subject of a petition in bankruptcy, either voluntary or involuntary, or in any other proceeding under the federal bankruptcy laws; or makes an assignment for the benefit of creditors; or if Debtor is named in or the property is subjected to a suit for the appointment of a receiver; or
- f. Loss, substantial damage to, or destruction of any portion of the property; or
- g. Entry of any judgment against Debtor; or
- h. Dissolution or liquidation of Debtor; or
- i. The Secured Party deems itself insecure.

Then and in any of such events of default, the entire amount of indebtedness secured hereby shall then or at any time thereafter, at the option of Secured Party, become immediately due and payable without notice or demand, and Secured Party shall have an immediate right to pursue the remedies set forth in this Security Agreement.

12. **Remedies:** In the event of a default hereunder, Secured Party shall have all remedies provided by law; and without limiting the generality of the foregoing, shall be entitled as follows:

- a. Debtor agrees to put Secured Party in possession of the property on demand; and
- b. Secured Party is authorized to enter any premises where the property is situated and take possession of said property without notice or demand and without legal proceedings; and
- c. At the request of Secured Party, Debtor will assemble the property and make it available to Secured Party at a place designated by Secured Party which is reasonably convenient to both parties; and

- d. Debtor agrees that a period of fifteen (15) days from the time notice is sent, by first-class mail or otherwise, shall be a reasonable period of notification of a sale or other disposition of the property; and
- e. Debtor agrees that any notice or other communication by Secured Party to Debtor shall be sent to the address of the Debtor stated herein; and
- f. Debtor agrees to pay on demand the amount of all expenses reasonably incurred by Secured Party in protecting or realizing on the property. In the event that this Security Agreement or any obligation secured by it is referred to an attorney for protecting or defending the priority of Secured Party's interest or for collection or realization procedures, Debtor agrees to pay a reasonable attorney's fee, including fees incurred in both trial and appellate courts, or fees incurred without suit, and expenses of title search and all court costs and costs of public officials. The sums agreed to be paid in this subparagraph shall be secured hereby; and
- g. If Secured Party disposes of the property, Debtor agrees to pay any deficiency remaining after application of the net proceeds to any indebtedness secured hereby.

13. **Applicable Law:** This security agreement shall be governed by the laws of the State of Washington.

Signed 11-24-12



Debtor's Name - Scott R. Wickert

Address: P. O. Box 669
4421 Glenview Avenue
Tillamook, OR 97141