

RECORDATION NO. 8632 A Filed 1425

LAW OFFICES

HARGADON, LENIHAN & HARBOLT

DEC 26 1979 - 11 21 AM

INTERSTATE COMMERCE COMMISSION

JAMES B. LENIHAN
JOHN L. HARBOLT
HARRY L. HARGADON, JR.
SHERMAN K. LOWER
ROBERT S. SILVERTHORN, JR.
JOHN J. LEWELLYN

RECORDATION NO. 8632 B Filed 1425 LOUISVILLE, KY. 40202

TELEPHONE
502-583-9701

DEC 26 1979 - 11 21 AM
INTERSTATE COMMERCE COMMISSION

December 21, 1979

RECORDATION NO. 8632 B Filed 1425 No. 9-360A060
Date DEC 26 1979

DEC 26 1979 - 11 20 AM Fee 50.00
INTERSTATE COMMERCE COMMISSION ICC Washington, D. C.

Ms. Mildred Lee
Interstate Commerce Commission
Interstate Commerce Commission Building
Room 2303
12th and Constitution Avenues, NW
Washington, D.C. 20423

RE: Recordation #8632

Dear Ms. Lee:

You will please find enclosed for recording under the above-styled number an original and one copy of a Master Equipment Lease, Assignment and Sale, Bill of Sale and Security Agreement. My check in the amount of \$50.00 is enclosed and I would appreciate you putting these matters to record under recordation #8632, the number under which the original Lease was filed.

The principals, their designation and mailing address, are as follows:

Purchasers and Lessors are:

Douglas J. Richardson
4341 Accomack Road
Louisville, KY 40222

Anderson. E. Grissom, III
P. O. Box 221, Annetta Route
Litchfield, KY 42754

The Seller is:

Gamaliel Bank
P. O. Box 67
Gamaliel, KY 42140

The Lessee is:

Pickins Railroad and National Railway Utilization Corporation
1100 Centre Square East
1500 Market Street
Philadelphia, PA 19102

DEC 26 11 20 AM '79
FEE OPERATION BR
T. C. G. BR

Ms. Mildred Lee
December 21, 1979
Page Two

The Secured party is:

Simpson County Bank
P. O. Box 269
Franklin, KY 42134

Please return the original, together with your notice of recordation, to Mr. William D. Johnson, Sr., Chairman, Simpson County Bank, P. O. Box 269, Franklin, Kentucky, 42134.

Your assistance is appreciated.

Cordially,

HARGADON, LENIHAN & HARBOLT



HARRY L. HARGADON, JR.

HLH:gcm

Enclosures: Master Equipment Lease
Assignment and Sale
Bill of Sale
Security Agreement
Check #13693

Interstate Commerce Commission
Washington, D.C. 20423

12/28/79

OFFICE OF THE SECRETARY

William D. Johnson, Sr., Chairman
Simpson County Bank
P.O. Box 269
Franklin, Ky. 42134

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/26/79 at 1:20pm, and assigned re-
recording number(s) 8632-A, 8632-B & 8632-C

Sincerely yours,

Agatha L. Mergeňovich
Agatha L. Mergeňovich
Secretary

Enclosure(s)

SE-30
(7/79)

County of Simpson SECURITY AGREEMENT Date December 21, 19 79

Name Douglas J. Richardson and Anderson E. Grissom III

Address 4341 Accomack Drive Frank Louisville, Ky.
(Street or RFD) (City)

For Filing Officer

RECORDATION NO. 86321C Filed 1425

DEC 26 1979 - 1 35 PM

INTERSTATE COMMERCE COMMISSION

(Hereinafter called "DEBTOR")

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, hereby grants to SIMPSON COUNTY BANK, Franklin, Kentucky 42134

(hereinafter called "Secured Party") a security interest in the following property and any and all additions and accessions thereto, (hereinafter called "Collateral"):

DESCRIPTION OF PROPERTY

(7) Used 50'6" 70-Ton XM Box Cars Serial Numbers NSL 100500-100506

Debtors further assign their interest in and the proceeds of a lease agreement dated December 21, 1976 between Pickens Railroad Company and National Railway Utilization Corporation, Lessee, and Gamaliel Bank, Gamaliel, Kentucky, Lessor.

Proceeds of collateral are also covered.

Products of collateral are also covered.

To secure payment of \$ 208,700.00 as provided in a note or notes of even date herewith and also any and all liabilities, direct or indirect, absolute or contingent, now existing or hereafter arising, of DEBTOR to SECURED PARTY (all hereinafter called the "Obligations").

If the Collateral is to be attached to real estate, a description of the real estate is as follows:

N/A

DEBTOR warrants, covenants and agrees to all of the terms and conditions stated on the reverse side hereof which are incorporated by reference herein and constitute a part of this security agreement to the same extent as if printed in full at this point, and if the collateral is a motor vehicle the statement contained in item 4 below are also made a part of the agreement to same extent.

DEBTOR further warrants and covenants:

1. That the Collateral is bought or used primarily for: personal, family or household purposes; farming operation use; business use; and if checked here is being acquired with the proceeds of the note, which the Secured Party may disburse directly to the seller of the Collateral.

2. The DEBTOR'S place(s) of business in the Commonwealth of Kentucky in addition to the above stated address are: (if none so state): None

3. The Collateral will be kept at the address indicated in the heading, otherwise will be located at: Refer Pickens Rail Road Company

This agreement shall become effective when it is signed. DEBTOR acknowledges receipt of a copy of this agreement. Signed in duplicate and delivered on the day and the year first above written.

Prepared by

By: George A. Spigale

Title Sr. Vice President
(Secured Party)

*Sign only if also to be used as Financing Statement.

Anderson E. Grissom III
Charles J. Grissom
(Signature of Debtor)

STATE OF KENTUCKY

COUNTY OF Simpson } On this 21st day of December, 19 79; personally appeared the above debtor known personally to be the person who executed the foregoing Security Agreement and acknowledged that it was executed freely and voluntarily as his free act and deed.

My commission expires 7-15-82

Mary E. Spencer
(Notary Public)

WHITE—County Clerk Copy (Filing Officer)
BLUE—Secured Party—File Copy

YELLOW—County Clerk—Acknowledgment
PINK—Debtor—File Copy

5. That except for the security interest granted hereby DEBTOR is the owner of the Collateral free from any adverse lien, security interest or encumbrance; and that DEBTOR will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein.

6. The DEBTOR will immediately notify the SECURED PARTY in writing of any change in the DEBTOR'S place or places of business, or place of residence in the Commonwealth of Kentucky.

7. That no Financing Statement covering any Collateral or any proceeds thereof is on file in any public office and that at the request of SECURED PARTY, DEBTOR will join with SECURED PARTY in executing one or more Financing Statements pursuant to the Uniform Commercial Code in form satisfactory to SECURED PARTY and will pay the cost of filing the same in all public offices wherever filing is deemed by SECURED PARTY to be necessary or desirable.

8. That DEBTOR will not sell or offer to sell or otherwise transfer the Collateral or any interest therein without the written consent of SECURED PARTY, except as provided in the UNIFORM COMMERCIAL CODE FOR FARM, PRODUCTS AND CROPS.

9. That DEBTOR will have and maintain insurance at all times with respect to all Collateral against risks of fire, theft and such other risks as SECURED PARTY may require, and in the case of motor vehicles, collision, containing such terms in such form, for such periods and written by such companies as may be satisfactory to SECURED PARTY, such insurance to be payable to SECURED PARTY and DEBTOR as their interest may appear; that all policies of insurance shall provide for ten days' written minimum cancellation notice to SECURED PARTY; that DEBTOR shall furnish SECURED PARTY with certificates or other evidence satisfactory to SECURED PARTY of compliance with the foregoing insurance provisions; and that SECURED PARTY may act as attorney for DEBTOR in obtaining, adjusting, settling and cancelling such insurance and endorsing any drafts.

10. That DEBTOR will keep the Collateral free from any adverse lien, security interest or encumbrance and in good order and repair and will not waste or destroy the Collateral or any part thereof; that DEBTOR will not use the Collateral in violation of any statute or ordinance; and that SECURED PARTY may examine and inspect the Collateral at any time, wherever located.

11. That DEBTOR will pay promptly when due all taxes and assessments upon the Collateral or for its use or operation or upon this agreement or upon any note or notes evidencing the Obligations.

12. At its option, SECURED PARTY may discharge taxes, liens or security interests or other encumbrances at any time levied or placed on the Collateral, may pay for insurance on the Collateral and may pay for the maintenance and preservation of the Collateral. DEBTOR agrees to reimburse SECURED PARTY on demand for any payment made, or any expense incurred by SECURED PARTY pursuant to the foregoing authorization.

13. Until default DEBTOR may have possession of the Collateral and use it in any lawful manner not inconsistent with this agreement and not inconsistent with any policy of insurance thereon.

14. DEBTOR shall be in default under this agreement upon the happening of any of the following events or conditions:

- (a) default in the payment or performance of any obligation, covenant or liability contained or referred to herein or in any note evidencing the same;
- (b) any warranty, representation or statement made or furnished to SECURED PARTY by or on behalf of DEBTOR proves to have been false in any material respect when made or furnished;
- (c) any event which results in the acceleration of the maturity of the indebtedness of DEBTOR to others under any indenture, agreement or undertaking;
- (d) loss, theft, damage, destruction, sale or encumbrance to or of any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon;
- (e) death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against DEBTOR or any guarantor or surety for DEBTOR.

15. Upon such default and at any time thereafter SECURED PARTY may declare all Obligations secured hereby immediately due and payable and shall have the remedies of a secured party under the Uniform Commercial Code. SECURED PARTY may require DEBTOR to assemble the Collateral and make it available to SECURED PARTY at a place to be designated by SECURED PARTY which is reasonably convenient to both parties. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, SECURED PARTY will give DEBTOR reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of DEBTOR shown at the beginning of this agreement at least five (5) days before the time of the sale or disposition. Expenses of retaking, holding, preparing for sale, selling or the like shall include SECURED PARTY'S reasonable attorneys' fees and legal expenses. Notwithstanding the foregoing, if the Collateral is household furniture or other household effects, SECURED PARTY shall demand in writing of DEBTOR or other person in charge of said furniture or effects, the balance then due, and shall furnish to said DEBTOR or other person an itemized statement of account showing the amount due thereon, at least thirty days before taking possession of the Collateral, and shall notify DEBTOR of the time and place of any sale of the Collateral at least seven days before such sale.

16. No waiver by SECURED PARTY of any default shall operate as a waiver of any other default or of the same default on a future occasion.

17. All rights of SECURED PARTY hereunder shall inure to the benefit of its successors and assigns; and all obligations of DEBTOR shall bind his heirs, executors or administrators or his or its successors or assigns. If there be more than one DEBTOR, their obligation hereunder shall be joint and several.