

LUCX, INC.

--10083
RECORDATION NO. Filed 1425

LUCILLE J. BOSTON, PRESIDENT
(213) 821-3600
FLOYD CHARTRAND, TRAFFIC MANAGER
(213) 663-2147

RAILROAD TANK CAR MANAGEMENT

FEB 9 1979 - 10 20 AM
INTERSTATE COMMERCE COMMISSION

Robert L. Oswald, Secretary
Interstate Commerce Commission
Washington, D.C. 20423

BARCLAYS BANK OF CALIFORNIA
(Legal Owner)
Dated 8/1/78 Recording
pursuant to provisions of Sec. 20C
of Interstate Commerce Act
BARCLAYS BANK OF CALIFORNIA
(Mortgage Holder)

Dear Mr. Oswald:

Enclosed for recording, pursuant to the provisions of Sec. 20C of the Interstate Commerce Act, are three (3) copies of an Invoice to IRA T. and HELEN MALLARD, dated 8/1/78, together with a check in the sum of \$ 50.00 in payment of the recording fee.

In connection with the recording of this Invoice, there may also be attached a Security Agreement pursuant to those instances where the equipment has been financed by a bank. In connection with the recording of this Invoice and/or Security Agreement dated 11/10/78, the following information is set forth in accordance with the provisions of Sec. 57.4 of the Commission's Order of July 28, 1952, as amended:

Name and Address of Mortgagor/
Registered Owner:

Name and Address of Mortgagee/
Legal Owner:

IRA T. and HELEN MALLARD
2055 North Cambridge
Orange, California 92665

BARCLAYS BANK OF CALIFORNIA
201 East Katella Avenue
Orange, California 92667

General description of equipment covered by lease arrangement:

Two (2) 21,000 Gallon Capacity, Class DOT 111A100W-1
100 Ton Roller Bearing, Interior coiled tankcar marked LUCX
and numbered 4034 & 4035

Equipment managed and operated by LUCX, INC., Marina City Club, 4314 Marina City Drive, Suite #130, Marina del Rey, California 90291. When recording has been completed, please return two (2) copies of the Invoice with recording date endorsed thereon to LUCX, INC., Marina City Club, 4314 Marina City Drive, Suite #130, Marina del Rey, California 90291.

LUCX, INC.

LUCILLE J. BOSTON, President.



MARINA CITY CLUB
4314 MARINA CITY DRIVE
SUITE 130 CENTER TOWER SOUTH
MARINA DEL REY, CALIFORNIA 90291

LUCX, INC.

RAILROAD TANK CAR MANAGEMENT

RECORDATION NO. 10088 Filed 1425

FEB 9 1979-10 20 AM

INTERSTATE COMMERCE COMMISSION

LUCILLE J. BOSTON, PRESIDENT
(213) 821-3600
FLOYD CHARTRAND, TRAFFIC MANAGER
(213) 663-2147

INVOICE NO. 200
DATE: 8/1/78
TERMS: NET CASH

B
I IRA T. MALLARD and
L HELEN MALLARD
L Husband and Wife as Joint Tenants
T 2055 North Cambridge
O Orange, California 92665

L
E
G ~~(Same as Registered Owner)~~
A
L
O
W
N
E
R
BARCLAYS BANK OF CALIFORNIA
201 East Katella Avenue
Orange, California 92667

(Registered Owner)

OPERATOR	CLASS TYPE	FREIGHT		OWNER ID NO.
LUCX, INC. Marina City Club 4314 Marina City Drive Suite #130 Marina del Rey, CA 90291	DOT 111A100W- 1	<u>Prepay</u> XX	<u>Collect</u>	LUCX NO. <u>4034 & 4035</u>

Number	Equipment Description	Each	Total
Two (2)	General service utility, twenty-one thousand gallon rail tankcar, 100 Ton Roller Bearing equipped with 12 lines Interior coils	43,000.00	86,000.00
<p>THE ABOVE PRICE INCLUDES PREPAID FREIGHT PLUS \$ 50.00 CHARGE FOR RECORDING FEE WITH INTERSTATE COMMERCE COMMISSION.</p>			



MARINA CITY CLUB
4314 MARINA CITY DRIVE
SUITE 130 CENTER TOWER SOUTH
MARINA DEL REY CALIFORNIA 90291



GENERAL SECURITY AGREEMENT

In consideration of the covenants and agreements contained herein, and financial accommodations given, or to be given or continued, to the undersigned (herein called the "Undersigned") hereby, pursuant to the California Uniform Commercial Code, grants to BARCLAYS BANK OF CALIFORNIA (herein called "Bank") a security interest in all of the Collateral, including afteracquired collateral, described in paragraph 3 herein to secure payment of the Indebtedness described in paragraph 2 herein to Bank. The security interest created by this Security Agreement (herein called the "Agreement") attaches immediately upon execution hereof or as soon as the Undersigned acquires rights to the Collateral.

1. IDENTIFICATION

The Undersigned warrants and represents that the following information with respect to the Undersigned is true and correct:

a. Ira T. & Helen Mallard _____
Name(s) Social Security or Employer Number(s)

b. _____
Trade Name (if any)

c. _____
Mailing Address City State Zip

d. _____
Chief Place of Business or Employment City State Zip

e. 2055 N. Cambridge St. Orange CA _____
Residence (Individuals) City State Zip

2. INDEBTEDNESS SECURED

The security interest created hereby secures any and all indebtedness (herein called the "Indebtedness") to Bank of

Name of Debtor: **Ira T. & Helen Mallard**

The term "Indebtedness" as used herein includes without limitation any and all advances, debts, obligations and liabilities heretofore, now or hereafter made, incurred or created, whether voluntary or involuntary and however arising, whether or not otherwise secured (and if so secured, regardless of the nature and extent of the security), whether due or not due, absolute or contingent, liquidated or unliquidated, or determined or undetermined, and whether recovery upon such indebtedness may be or hereafter become barred by any statute of limitations or become otherwise unenforceable for any reason whatsoever, including without limitation any act or failure to act of Bank. This is a continuing security interest relating to any indebtedness, including that arising under successive transactions renewing, increasing, extending or continuing the indebtedness, changing the interest rate or other terms of the indebtedness, or creating new or additional indebtedness after prior indebtedness has been in whole or in part satisfied.

3. COLLATERAL DESCRIPTION AND LOCATION

The security interest granted hereby is in the following Collateral (herein called "Collateral") and any and all products and proceeds thereof and accessions thereto (undersigned to initial as appropriate):

The below-described boat, airplane, vehicle or consumer goods:

Type	Year	Manufacturer & Model Name	Special Equipment	No. of Cyls.	Engine Number	Serial/Identification No.	Registration and/or License No.	Location
	1978							

Other Information

The below-described property to be held in Bank's possession:

And any and all monies, securities and other property of the Undersigned now or hereafter in the possession of or on deposit with Bank, whether held in a general or special deposit account or for safekeeping or otherwise, without regard to whether or not such property is specifically pledged, assigned, mortgaged or otherwise hypothecated to Bank and regardless of the purpose or lack of purpose for which such property shall have been originally delivered or accepted.

The below-described property:

**One 100 Ton, 21000 Gallon, Roller Bearing DOT 111A 100W1
 Tank Car, Non-Insulated Intercoil, Owner ID# LUCX 4034
 48' 8 7/8" long, 15' 1" high, 10' wide.**

4. PURCHASE MONEY SECURITY INTEREST

If indicated by the Undersigned's initials, Bank is giving value to enable the Undersigned to acquire rights in, or the use of, Collateral.

5. INCORPORATION OF PROVISIONS ON REVERSE

ALL PROVISIONS ON THE REVERSE SIDE ARE INCORPORATED HEREIN AS IF SET FORTH FULLY AT THIS POINT.

DATED: November 10, 19 78

SIGNATURE OF PERSON(S) GRANTING SECURITY INTEREST (the "Undersigned")

IRA T. & HELEN MALLARD			
Signature <i>Ira T. Mallard</i>	Title	Signature	Title
Signature <i>Helen Mallard</i>	Title	Signature	Title

*Where the person granting the security interest is a corporation, partnership or sole proprietorship, type name of company on top line followed by signatures and titles of authorizes signers.

GENERAL SECURITY AGREEMENT

WARRANTIES AND REPRESENTATIONS: The Undersigned warrants and represents that:
1. Title - Except as specified herein, the title to the collateral...
2. Authority - The Undersigned has authority to enter into this Agreement...
3. Enforceability - Except as specified herein, this Agreement and all collateral...
4. Chattel Paper Collateral - The security interest evidenced by all chattel paper collateral...
5. Information - Any and all information now or hereafter provided to Bank by the Undersigned...

II. COVENANTS AND AGREEMENTS: The Undersigned covenants and agrees that:

- 1. Payment of Expenses - The Undersigned will pay immediately and without demand...
2. Additional Information - The Undersigned will, upon Bank's demand, establish the correctness...
3. Additional Documents - The Undersigned will execute any additional agreements...
4. Location and Identification - The Undersigned will keep any collateral not in Bank's possession...
5. Sale, Lease, or Disposition - Except as specified herein, the Undersigned will not, without written consent...
6. Maintenance, Repair, Use and Inspection - The Undersigned will maintain and repair the collateral...
7. Cultivation and Animal Husbandry - If the collateral is timber, crops or livestock...
8. Insurance - The Undersigned will insure the collateral, with Bank as Loss Payee...
9. Payment and Decrease in Value of Collateral - The Undersigned will (a) pay all the indebtedness...
10. Taxes, Assessment, Charges, Liens, Encumbrances - The Undersigned will pay when due all taxes...
11. Defense of Title - The Undersigned will defend and defend any action or proceeding...
12. Appointment of Bank as Attorney-in-Fact; Reimbursement - The Undersigned will and hereby does appoint...
13. Powers Over Collateral - The Undersigned hereby authorizes Bank to transfer, collateral or the possession...
14. Assignment of Use, Increase, Profits or Proceeds, etc. - Except as specified herein, the Undersigned will...
15. Continuation of Security Interest; Waiver - Notwithstanding any attempted revocation of this Agreement...

III. REMEDIES: The Undersigned understands and agrees that in the event that:

- 1. Expenses - Incur expenses (including reasonable attorney's fees, legal expenses and costs)...
2. Require Additional Collateral - Require that any person liable on the indebtedness provide enough additional collateral...
3. Performance of Obligations by Bank - Perform any obligation of the Undersigned, at the cost and expense...
4. Set-Off - Exercise all rights of set-off and Bank's lien to the same effect and in the same manner...
5. Default - Declare, without notice to any person, that default has occurred...
6. Acceleration - Declare, without notice to any person, that all of the indebtedness is immediately due...
7. Possession - If not then in possession of the collateral, take possession of and protect the collateral...
8. Notice - Notify other interested persons or entities of the default, acceleration and other actions...
9. Suit, Retention of Disposition of Collateral, Application of Proceeds - Sue any person or entity liable for the indebtedness...

IV. RULES TO CONSTRUER AGREEMENT: The Undersigned understands and agrees that:

- 1. Time of Essence - Time is of the essence of the Agreement...
2. Waiver - Bank's acceptance of partial or delinquent payments or failure of Bank to exercise any right...
3. Entire Agreement - The Agreement contains the entire security agreement between Bank and the Undersigned...
4. Assignments, etc. - The provisions of the Agreement are hereby made applicable to and shall inure to the benefit...
5. Law Governing - Subject to the terms hereof, the Agreement shall be construed and governed by the laws...
6. Multiple Parties - When the Undersigned is more than one person, all agree:
a. Construction - That whenever the Undersigned appears in the Agreement, it shall be each of the Undersigned...
b. Breach - That breach of any covenant of warranty by any of the Undersigned may, at the Bank's option...
c. Liability - That the liability of each or any of the Undersigned hereunder is joint and several...
7. Definition - The word "person" as used herein includes the Undersigned and any natural person, corporation, association, companies...