

C E R T I F I C A T E

Fred B. Fisher hereby certifies as follows:

1. I am a Commercial Banking Officer of State National Bank (formerly State Bank and Trust Company, Evanston, Illinois) and am authorized to make this Certificate as an officer of State National Bank.
2. Attached hereto is a copy of a Chattel Mortgage Security Agreement by and between the Bank and Head-On Collision Line, Inc., dated October 18, 1968 (hereinafter "Security Agreement").
3. I have compared the attached copy with the original of the Security Agreement and the attached copy is a true and correct copy of the original in all respects, including, without limitation, the dates, signatures and acknowledgments.

IN WITNESS WHEREOF, This Certificate has been signed and the seal of State National Bank has been affixed hereto by the undersigned on the 22nd day of November, 1968.


Fred B. Fisher
Commercial Banking Officer

ATTEST:

Howard Melborn
Assistant Vice President

SECURITY AGREEMENT

(CHATTEL MORTGAGE)

THIS CHATTEL MORTGAGE dated as of October 18, 1968
from HEAD-ON COLLISION LINE, INC., a Delaware corporation having its office and
principal place of business in Chicago, Illinois (the "Mortgagor"), to STATE NATIONAL
BANK, a national banking association having its place of business at 1603 Orrington
Avenue, in the city of Evanston, Illinois (the "Mortgagee"),

W I T N E S S E T H :

WHEREAS the Mortgagor is justly indebted to the Mortgagee in the principal
amount of \$206,000.00 evidenced by that certain Note of the Mortgagor dated the date
hereof, payable to the order of the Mortgagee, and expressed to mature in installments
on or before April 18, 1972 (hereinafter called "Note") said Note
being substantially in the form and having the other terms and characteristics as set
forth in the Form of Note attached hereto as Exhibit A and hereby made a part hereof;
and

WHEREAS said Note and the principal and interest thereon and any and all
extensions or renewals thereof in whole or in part and all other sums at any time
due or owing from or required to be paid by the Mortgagor under the terms hereof or
of said Note are hereinafter referred to as "indebtedness hereby secured";

NOW, THEREFORE, the Mortgagor, to secure the payment of all the indebtedness
hereby secured and the performance and observance of all the covenants and agreements
in said Note or in this Mortgage provided to be performed or observed by the Mortgagor,
does hereby grant, bargain, sell, convey, confirm, transfer, mortgage and set over to
the Mortgagee, its successors and assigns, forever, all and singular the following
described properties, rights and interests and all of the estate, right, title and
interest of the Mortgagor therein, whether now owned or hereafter acquired (all of
which property, rights and interests hereby transferred, conveyed and mortgaged or
intended so to be is hereinafter collectively referred to as the "mortgaged property"),
that is to say:

DIVISION I

The railroad cars described in the list thereof attached hereto as Exhibit B
and hereby made a part hereof.

DIVISION II

All accessories, equipment, parts and appurtenances appertaining or attached
to any of the cars hereinabove described or referred to, whether now owned or hereafter
acquired, and all substitutions, renewals and replacements of and additions, improvements,
accessions and accumulations to any and all of said cars, including all additions thereto
which are now or shall hereafter be incorporated therein (all of which properties hereby
mortgaged, assigned and pledged or intended so to be and all of the right, title and
interest of the Mortgagor therein are hereinafter collectively referred to as "mortgaged
property"), together with all the rents, issues, income, profits and avails thereof.

TO HAVE AND TO HOLD said mortgaged property unto the Mortgagee, its successors
and assigns, forever, for the uses and purposes herein set forth; provided, however,
that if the Mortgagor performs the covenants herein and pays to the Mortgagee, its
successors or assigns, the full amount of both principal of and interest on the
indebtedness hereby secured, then this instrument shall be and become void and of no
further force and effect; otherwise this Mortgage to remain in full force and effect.

SECTION 1. COVENANTS AND WARRANTIES:

The Mortgagor covenants, warrants and agrees as follows (except to the extent
compliance therewith is waived in writing by the Mortgagee):

1.1. The Mortgagor is the owner and is lawfully seized and possessed of the
property hereinabove conveyed to the Mortgagee, and has good right, full power and
authority to convey, transfer and mortgage the same to the Mortgagee; such property
is free from any and all liens and encumbrances prior to or on parity with the lien

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of this Chattel Mortgage; and the Mortgagor will warrant and defend the title thereto against all claims and demands whatsoever.

1.2. The Mortgagor will do, execute, acknowledge and deliver all and every further acts, deeds, conveyances, transfers and assurances necessary or proper for the better assuring, conveying, assigning and confirming unto the Mortgagee all of the mortgaged property, or property intended so to be, whether now owned or hereafter acquired.

1.3. The Mortgagor will promptly pay the indebtedness hereby secured as and when the same or any part thereof becomes due (whether by lapse of time, declaration, demand or otherwise).

1.4. Maintenance. The Mortgagor will cause the mortgaged property and each and every part thereof to be maintained, preserved and kept in safe and good repair, working order and condition, and will from time to time make all necessary and proper repairs, renewals and replacements so that the value and efficiency of such property shall not be impaired.

1.5. Taxes, etc. The Mortgagor will from time to time duly pay and discharge or cause to be paid and discharged all taxes, assessments and governmental charges lawfully imposed upon or against the mortgaged property or any part thereof, and will not suffer to exist any mechanics', laborers', statutory or other lien on the mortgaged property or any part thereof; provided, however, that nothing herein contained shall be deemed to require the Mortgagor to pay any tax, assessment, charge or lien, or any claim or demand of mechanics, laborers or others, prior to the due date thereof, or to require the Mortgagor to pay or discharge any tax, assessment, lien, claim or charge (whether or not due or delinquent) the validity or amount of which is being contested in good faith by appropriate proceedings.

1.6. Insurance. The Mortgagor will maintain insurance at all times with responsible insurance companies on the mortgaged property against such risks and in such amounts as are customarily insured against by companies owning property of the character similar to the mortgaged property. All policies providing for such insurance shall provide that loss, if any, under such policies in respect of the mortgaged property shall be payable solely to State National Bank, as Mortgagee, as its interests may appear. The loss payable features of such policies shall be effected by means of provisions similar to those contained in standard mortgage loss payable clauses. The proceeds of such insurance shall be promptly applied in the manner set forth in paragraphs (b) and (c) of Section 2.3 hereof.

1.7. If the Mortgagor shall fail to comply with the covenants herein with respect to the payment of taxes, assessments, insurance premiums and other charges, or the keeping of the mortgaged property in repair and free of other liens, the Mortgagee or the holder or holders of any of the indebtedness hereby secured may make advances to perform the same; and the Mortgagor agrees to repay all sums so advanced, with interest, such sums to become so much additional indebtedness hereby secured; but no such advance shall be deemed to relieve the Mortgagor from any default hereunder.

1.8. The Mortgagor shall promptly pay all reasonable charges (including attorney's fees and court costs) made by the Mortgagee for any services performed by it in the foreclosure hereof or in the enforcement of the terms hereof in the event of default by the Mortgagor hereunder, all of which shall constitute a demand obligation owing by the Mortgagor, and shall bear interest at the rate of 8 % per annum until paid and shall be secured hereby in priority to the indebtedness evidenced by the Note.

1.9. The Mortgagor will not sell, transfer, assign, part with the possession of, mortgage, hypothecate, or in any way encumber the said mortgaged property or any part thereof, either directly or indirectly.

1.10. It shall be lawful for the Mortgagor to retain possession of the mortgaged property, and at its own expense to keep and use the same, until an event of default shall occur hereunder as hereinafter defined.

1.11. The Mortgagor will, as soon as may be feasible, cause each car constituting a part of the mortgaged property to plainly, distinctly, permanently and conspicuously have placed and fastened upon each side thereof a stencil or metal plate bearing substantially the following legend in readily visible letters not less than one-half inch in height:

"Property of Head-On Collision Line, Inc.,
Owner; State National Bank, Mortgagee"

and the Mortgagor further covenants and agrees that it will thereafter, so long as any indebtedness hereby secured remains unpaid, cause such legend to continuously appear on each car as hereinbefore prescribed.

1.12. Upon receipt of a written request therefor from the Mortgagee, the Mortgagor will promptly execute and deliver to the Mortgagee an assignment of any and all rents then due or thereafter to become due under any and all then or thereafter existing leases of any cars then mortgaged hereunder, which assignment shall be effected by an instrument in form and substance satisfactory to the Mortgagee and shall be duly placed of record in such manner as may be directed by the Mortgagee in order to preserve and protect the benefits intended to be afforded to the Mortgagee thereby, all at the costs and expense of the Mortgagor.

1.13. Financial Reports. The Mortgagor will maintain a standard and modern system of accounting in accordance with sound accounting practice and will furnish to the Mortgagee and its duly authorized representatives such information respecting the business affairs, operations and financial condition of the Mortgagor as may be reasonably requested; and without any request will furnish to the Mortgagee, as soon as available, and in any event within 90 days after the close of each fiscal year, a copy of the audit report for such year and accompanying financial statements (including balance sheet, profit and loss and surplus statements) of the Mortgagor as prepared and certified by independent public accountants of recognized standing selected by the Mortgagor and satisfactory to the Mortgagee.

1.14. Business. The Mortgagor will not engage in any business other than business of the general character being conducted by the Mortgagor as of the date hereof.

1.15. Indebtedness and Guaranties. The Mortgagor will not issue, incur, assume or have outstanding any indebtedness for borrowed money (including as such all indebtedness representing the deferred purchase price of property) nor be or become liable as endorser, guarantor, surety or otherwise for any debt, obligation or undertaking of any other person, firm or corporation, except:

- (a) Indebtedness on the Note; and
- (b) Unsecured indebtedness of the Mortgagor expressed to mature within one year after the date when the same is created, assumed or incurred and not extendable or renewable at the option of the Mortgagor.

1.16. Liens. The Mortgagor will not pledge, mortgage or otherwise encumber, or subject to or permit to exist upon or be subjected to any lien or charge, any assets or property of any kind or character at any time owned by the Mortgagor, except:

- (a) Liens, pledges or deposits in connection with workmen's compensation, unemployment insurance, old age benefit or social security obligations, taxes, assessments, statutory obligations or other similar charges, good faith deposits in connection with tenders, contracts, or leases to which the Mortgagor is a party, or other deposits required to be made in the ordinary course of business, provided in each case the obligation secured is not over-due, or if over-due, is being contested in good faith by appropriate proceedings and is not for borrowed money;
- (b) The pledge of assets for the purpose of securing a stay or discharge in the course of any legal proceedings, provided that no pledge may be made pursuant to this sub-paragraph (b) if, as a result thereof, a pledge or pledges for such purposes are or will be in force and effect in respect of indebtedness or liabilities of any kind or character of or asserted against the Mortgagor in excess of an aggregate of \$25,000, including principal, interest and penalties, if any; and

(c) The lien of this Mortgage.

1.17. Mergers, Consolidations and Sales. The Mortgagor will not be a party to any merger or consolidation, and will not sell, transfer or lease or otherwise dispose of all or substantially all of its property and assets.

SECTION 2. DEFAULTS AND OTHER PROVISIONS:

2.1. The term "event of default" for the purpose hereof shall mean any one or more of the following:

- (a) Default for a period of five days in the payment of any installment of interest on the Note or in the payment of any installment of principal of the Note at the due date thereof or at the date fixed for any prepayment thereof;
- (b) Default in the observance or performance of any of the covenants set forth in Section 1.12 hereof;
- (c) Default in the due observance or performance by the Mortgagor of any other covenant, condition, agreement or provision of the Note or this Mortgage which is not remedied within 30 days after notice thereof to the Mortgagor by the Mortgagee;
- (d) Default shall occur in any of the terms or provisions of the instrument of guaranty, dated the date hereof, whereunder Warren P. Snyder guaranteed the payment of said Note;
- (e) If an assignment of rents shall have been executed and delivered by the Mortgagor pursuant to the provisions of Section 1.12 hereof and a default shall have occurred in the due observance or performance by the Mortgagor of any covenant, condition, agreement or provision thereof which shall not have been remedied within 30 days after notice thereof to the Mortgagor by the Mortgagee;
- (f) Default shall occur under any evidence of indebtedness issued or assumed by the Mortgagor or under any mortgage, agreement or other similar instrument under which the same may be issued, and such default shall continue for a period of time sufficient to permit the acceleration of maturity of any indebtedness outstanding thereunder;
- (g) Any representation or warranty made by the Mortgagor to the Mortgagee in writing herein, or in any statement or certificate at any time furnished by the Mortgagor to the Mortgagee pursuant to any terms of this Mortgage or in connection with the making of the loan evidenced by said Note, proves untrue in any material respect as of the date of the issuance or making thereof;
- (h) The Mortgagor becomes insolvent or bankrupt or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors or applies or consents to the appointment of a trustee or receiver for the Mortgagor or for the major part of its property;
- (i) A Trustee or receiver is appointed for the Mortgagor or for the major part of its property; or
- (j) Bankruptcy, reorganization, arrangement, insolvency, or liquidation proceedings, or other proceedings for relief under any bankruptcy law or similar law for the relief of debtors are instituted by or against the Mortgagor.

2.2. When any such event of default has happened and is continuing, the Mortgagee may exercise any one or more or all, and in any order, of the remedies hereinafter set forth, it being expressly understood that no remedy herein conferred is intended to be exclusive of any other remedy or remedies; but each and every remedy shall be cumulative and shall be in addition to every other remedy given herein or now or hereafter existing at law or in equity or by statute;

- (a) The Mortgagee may, by notice in writing to the Mortgagor, declare the entire unpaid balance of said Note to be immediately due and payable; and thereupon all such unpaid balance, together with all accrued interest thereon, shall be and become immediately due and payable;
- (b) The Mortgagee, personally or by its agents or attorneys, shall have the right (subject to compliance with any applicable mandatory legal requirements) to take immediate possession of the mortgaged property, or any portion thereof, and for that purpose may pursue the same wherever it may be found, and may enter any of the premises of the Mortgagor, with or without notice, demand, process of law or legal procedure, and search for, take possession of, remove, keep and store the same, or use and operate the same until sold; it being understood, without limiting the foregoing, that the Mortgagee may, and is hereby given the right and authority to, keep and store said mortgaged property, or any part thereof, on the premises of the Mortgagor, and that the Mortgagee shall not thereby be deemed to have surrendered, or to have failed to take, possession of such mortgaged property;
- (c) The Mortgagee may, if at the time such action may be lawful and always subject to compliance with any mandatory legal requirements, either with or without taking possession and either before or after taking possession, and without instituting any legal proceedings whatsoever, and having first given notice of such sale by registered mail to the Mortgagor once at least 10 days prior to the date of such sale, and any other notice which may be required by law, sell and dispose of said mortgaged property, or any part thereof, at public auction or private sale to the highest bidder, in one lot as an entirety or in separate lots, and either for cash or on credit and on such terms as the Mortgagee may determine, and at any place (whether or not it be the location of the mortgaged property or any part thereof) designated in the notice above referred to; and any such sale or sales may be adjourned from time to time by announcement at the time and place appointed for such sale or sales, or for any such adjourned sale or sales, without further published notice; and the Mortgagee or the holder or holders of said Note, or of any interest therein, may bid and become the purchaser at any such sale;
- (d) The Mortgagee may proceed to protect and enforce this Mortgage and said Note by suit or suits or proceedings in equity, at law or in pending bankruptcy, and whether for the specific performance of any covenant or agreement herein contained or in execution or aid of any power herein granted, or for foreclosure hereunder, or for the appointment of a receiver or receivers for the mortgaged property or any part thereof, or for the recovery of judgment for the indebtedness hereby secured, or for the enforcement of any other proper legal or equitable remedy available under applicable law; and
- (e) The Mortgagee may proceed to exercise in respect of any then existing lease or leases of any of the mortgaged property (which shall have been executed and delivered at any time by the Mortgagor, as lessor) and the property covered thereby and the duties, obligations and liabilities of any lessee thereunder, all rights, privileges and remedies in the lease concerned or by applicable law permitted or provided to be exercised by the Mortgagor, and may exercise all such rights and remedies either in the name of the Mortgagee or in the name of the Mortgagor for the use and benefit of the Mortgagee.

2.3. The purchase money proceeds and avails of any sale of the mortgaged property or any part thereof, and the proceeds and avails of any other remedy hereunder, or other realization of the security hereby given, shall be applied:

- (a) First, to the payment of the cost and expenses of the sale, proceeding or other realization, including all costs and expenses and charges for pursuing, searching for, taking, removing, keeping, storing, advertising and selling such mortgaged property or, as the case may be, said rentals, the reasonable fees and expenses of the attorneys and agents of the Mortgagee in connection therewith, and to the payment of all taxes, assessments, or similar liens on the mortgaged property which may at that time be superior to the lien of this Mortgage (unless such sale or other realization is subject to any such superior lien);
- (b) Second, to the payment of the whole amount remaining unpaid on said Note, both for principal and interest, and to the payment of any other indebtedness of the mortgagor hereunder or secured hereby, so far as such proceeds may reach; and

- (c) Third, to the payment of the surplus, if any, to the Mortgagor or to whomsoever may be lawfully entitled to receive the same, or as a court of competent jurisdiction may direct.

If there be a deficiency, the Mortgagor shall remain liable therefor and shall forthwith pay the amount of any such deficiency to the Mortgagee.

2.4. Any sale or sales pursuant to the provisions hereof, whether under the power of sale granted hereby or pursuant to any legal proceedings, shall operate to divest the Mortgagor of all right, title, interest, claim and demand whatsoever, either at law or in equity, of, in and to the mortgaged property so sold, and shall be free and clear of any and all rights of redemption by, through or under the Mortgagor, the Mortgagee hereby covenanting and agreeing that it will not at any time insist upon or plead, or take the benefit or advantage of or from, any law now or hereafter in force providing for a valuation or appraisal of the mortgaged property prior to any sale or sales thereof or providing for any right to redeem the mortgaged property or any part thereof. The receipt by the Mortgagee, or by any person authorized under any judicial proceeding to make any such sale, shall be a sufficient discharge to any purchaser of the mortgaged property, or of any part thereof, sold as aforesaid; and no such purchaser shall be bound to see to the application of such purchase money, or be bound to inquire as to the authorization, necessity or propriety of any such sale. In the event at any such sale the holder or holders of the Note is or are the successful purchaser or purchasers, such holder or holders of said Note shall be entitled, for the purpose of making settlement or payment, to use and apply said Note by crediting thereon the amount apportionable and applicable thereto out of the net proceeds of such sale.

2.5. Any notice provided for hereby or by any applicable law to be given to the Mortgagor shall be in writing and shall be deemed to have been given when delivered personally or when deposited in the United States mail, registered, postage prepaid, addressed to the Mortgagor at 1791 Howard Street, Chicago, Illinois 60626.

2.6. The failure or delay of the Mortgagee to insist in any one or more instances upon the performance of any of the terms, covenants or conditions of this Mortgage, or to exercise any right, remedy or privilege herein conferred, shall not impair, or be construed as thereafter waiving any such covenants, remedies, conditions or provisions; but every such term, condition and covenant shall continue and remain in full force and effect. Nor shall the giving, taking or enforcement of any other or additional security, collateral or guaranty for the payment of the indebtedness secured under this Mortgage operate to prejudice, waive or affect the security of this Mortgage or any rights, powers or remedies hereunder; nor shall the Mortgagee be required to first look to, enforce or exhaust such other or additional security, collateral or guaranties.

2.7. The unenforceability or invalidity of any provision or provisions of this Mortgage shall not render any other provision or provisions herein contained unenforceable or invalid.

2.8. All the covenants, stipulations, promises, undertakings and agreements herein contained by or on behalf of the Mortgagor shall bind its successors and assigns, whether so expressed or not.

IN WITNESS WHEREOF Head-On Collision Line, Inc. has caused its corporate name to be hereunto subscribed and its corporate seal to be hereunto affixed by its officers thereunto duly authorized, all as of the day and year first above written.

HEAD-ON COLLISION LINE, INC.

By Warren P. Snyder
President

(Corporate Seal)

Attest:

David M. Wood
Secretary

EXHIBIT A

CHattel MORTGAGE NOTE

\$206,000.00

(Date)

FOR VALUE RECEIVED, the undersigned, HEAD-ON COLLISION LINE, INC., a Delaware corporation (the "Mortgagor"), promises to pay to the order of

STATE NATIONAL BANK

at its office in Evanston, Illinois, the principal sum of Two Hundred Six Thousand and no/100 Dollars in the following monthly installments:

\$5,000.00 a month, beginning _____, together with interest.

The Mortgagor promises to pay interest at said office from the date hereof until maturity (payable monthly on the 1st day of each month, beginning _____ on the principal amount from time to time remaining unpaid on this Note at the rate of 7 3/8% per annum.

The Mortgagor also promises to pay interest on any overdue principal at the rate of 7 3/8% per annum after maturity, whether by acceleration or otherwise, until paid.

The Mortgagor shall have the privilege of prepaying the Note in whole or in part (but if in part then in integral multiples of \$1,000) on any installment payment date without prior notice, and at any other time on 10 days prior written notice to the said Bank, at par and accrued interest on the amount of the prepayment to the date of prepayment, but without premium or penalty in any case.

All partial prepayments of the principal hereof shall be applied on the installments of principal of this note in the inverse order of their respective maturities.

In the event the stated maturity of any installment of this Note falls on a Saturday, Sunday or a legal holiday in the State of Illinois, interest at the rate of 7 3/8% per annum shall continue to accrue, on the entire unpaid principal hereof, for the period from such stated maturity to and including the next succeeding business day on which such installment hereof is payable.

This Note is issued under and secured by that certain Chattel Mortgage, dated the date hereof, from the Mortgagor to said Bank, as Mortgagee, and this Note and the holder hereof are entitled to all of the benefits and security provided for by said Chattel Mortgage and by that certain instrument of guaranty dated the date hereof and executed by Warren P. Snyder, as guarantor, to which instruments reference is hereby made for a statement thereof, including a description of the property mortgaged under the said Chattel Mortgage, the nature and extent of the security and the rights of the holder or holders of this Note and of the Mortgagor in respect thereof.

HEAD-ON COLLISION LINE, INC.

Address: 1791 Howard Street

Chicago, Illinois 60626

By: _____

**EXHIBIT B
To
SECURITY AGREEMENT
(CHattel MORTGAGE)**

Dated as of October 18, 1968, between
HEAD-ON COLLISION LINE, INC., as Mortgagor
and
STATE NATIONAL BANK, as Mortgagee

The following is a list of cars to which reference is made in DIVISION I of the granting and pledging clauses of the above-captioned Chattel Mortgage as the cars initially mortgaged and pledged thereunder, each of which cars is classified as class ICC-111A60W-1 tank cars and initialed "HOCX":

10 - 8,000-gallon tank cars, manufactured by General American Transportation Corporation, equipped with 50-ton trucks, initialed and numbered HOCX 801 to 810, inclusive.

15 - 10,000-gallon tank cars, manufactured by General American Transportation Corporation, equipped with 50-ton trucks, initialed and numbered HOCX 141 through 149 and HOCX 151 to 156, inclusive.

11 - 6,000-gallon tank cars, manufactured by General American Transportation Corporation, equipped with 40-ton trucks, initialed and numbered HOCX 630 to 640, inclusive.

STATE OF ILLINOIS)

COUNTY OF COOK)

SS

On this 18 day of OCTOBER, 1968, before me personally appeared Warren P. Snyder and David M. Wood, to me personally known, who, being by me duly sworn, say that they are, respectively, the President and the Secretary of HEAD-ON COLLISION LINE, INC., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of the Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

(SEAL)

My commission expires

10/15/70