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RECORDATION NO. 5404  
Filed & Recorded  
NOV 8 1971 4 10 PM  
INTERSTATE COMMERCE COMMISSION

MORTGAGE ON TANK CAR

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned mortgagor, JEANNE L. FAIR of Tulsa, Oklahoma, hereinafter sometimes referred to as "Mortgagor", has this day borrowed from UTICA NATIONAL BANK & TRUST COMPANY, Tulsa, Oklahoma ("Bank"), the sum of FOURTEEN THOUSAND AND NO/100 (\$14,000.00) DOLLARS, and to evidence her obligation therefor has made, executed and delivered to Bank her promissory note of even date herewith in the principal amount of Fourteen Thousand and No/100 (\$14,000.00) Dollars with interest as provided therein, principal and interest being payable in fifty-nine (59) consecutive monthly installments of TWO HUNDRED EIGHTY AND 54/100 (\$280.54) DOLLARS each, with the first installment being due and payable on November 15, 1971, and with a sixtieth (60th) and final installment of unpaid principal, together with interest, being due and payable on October 15, 1976 ("Note"), and bearing interest at the rate of seven and one-half percent (7-1/2%) per annum from maturity until paid, which Note contains a provision for payment of an attorney's fee of Ten and No/100 Dollars (\$10.00) and ten percent (10%) of the principal and interest due thereon in case said Note is collected by or through an attorney;

NOW, THEREFORE, in consideration of the premises and to secure the prompt and punctual payment of the Note above described, payable to the order of said Bank, as aforesaid, and any note or notes which may hereafter be given by the undersigned payable to the order of said Bank prior to the release of this mortgage, and of each and every installment of principal and interest of said Note and of any extensions or renewals from time to time of any of said notes, or any installment thereof, Mortgagor does hereby mortgage, assign, transfer, set over and convey unto the said Utica National Bank & Trust Company, its successors and assigns, all and singular the following described property of the undersigned, to-wit:

One (1) Tank Car, described as DOT (Department of Transportation) Class 111A 100-W-1, 20,800 gallons capacity, Serial Number MTCX 1706,

together with all fittings and appliances now or hereafter connected therewith, and any replacements of any parts thereof or additions thereto.

TO HAVE AND TO HOLD said property hereby granted, transferred, assigned and mortgaged unto said Bank, its successors and assigns, forever, free and clear of all encumbrances of whatsoever kind or character, and the undersigned Mortgagor does hereby covenant and agree with said Bank, its successors and assigns, as follows:

FIRST: That the undersigned Mortgagor is the owner and legally in possession of said tank car, and that there are no encumbrances or liens of any kind or character against said property, except that certain agreement covering the operating, leasing and handling of said tank car above described between the undersigned and Mallard Transportation Company dated the 29th day of October, 1971, and that the undersigned has good right and lawful authority to transfer, convey, assign and mortgage the same; that the residence of the undersigned mortgagor is at Tulsa, Oklahoma;

SECOND: That Mortgagor will not voluntarily create or suffer to be created or to arise any lien or charge upon any of the property described herein and mortgaged hereby having priority to or preference over the lien of these presents upon said mortgaged property, or any part thereof; that Mortgagor will pay all lawful claims and demands of all persons whomsoever which, if unpaid, might by law be given preference as to this mortgage as a lien or charge upon said mortgaged property, or any part thereof;

THIRD: That Mortgagor will at all times during the time this mortgage is in force and effect keep said tank car in first-class condition and repair;

FOURTH: That Mortgagor will forthwith cause to be painted upon the side of said car, in letters not less than one inch in height, the words "Utica National Bank & Trust Company, Tulsa, Oklahoma, Mortgagee", so located as to be readily visible and to indicate plainly that said car is mortgaged to Bank, and will, at Mortgagor's own cost, cause said markings to be maintained so long as this mortgage remains in force and effect; and Mortgagor further covenants that the markings upon said car above described, indicating the name of the owner and the number thereof, shall not be changed without the previous written consent of the Bank, and shall be maintained by Mortgagor at her own cost, so that the same shall be plainly visible so long as this mortgage remains in force and effect;

FIFTH: That Mortgagor will pay and discharge all taxes, assessments and governmental charges lawfully imposed upon any part of said mortgaged property, as well as any demurrage or freight charges against the same, so that the priority of this mortgage shall be fully preserved in respect to said property.

SIXTH: That Mortgagor will exercise all reasonable care in the protection and possession of said property so long as said indebtedness remains unpaid, and that the property so mortgaged and pledged by this instrument shall not, during such time, be sold, encumbered, or otherwise disposed of.

SEVENTH: That if default be made in the payment, when due, of any installment of principal or of interest of any note secured hereby, or if Mortgagor should fail to observe or perform any of the covenants or agreements herein contained, or in any other mortgage securing any of the indebtedness secured hereby, or if any proceeding be commenced by or against Mortgagor for the adjudication of Mortgagor as a bankrupt, or for any other relief of Mortgagor as debtor under the Code of Bankruptcy, or if a receiver be appointed for a substantial portion of the

property of Mortgagor, or if any of the mortgaged property be levied upon or attached and the same is not within five (5) days thereafter released therefrom (all of which shall be deemed "events of default"), then in any such event all sums provided by said Note or notes to be paid, may, at the option of the holder thereof, and without notice to Mortgagor, become due and payable, and the Bank shall thereupon be entitled to any or all of the following remedies, which shall not be exclusive, but shall be cumulative of any other right or remedies at law or in equity which the Bank may have, to-wit:

- (a) To demand within ten (10) days thereafter to receive from Mortgagor peaceable possession of said tank car at some place designated by the Bank upon tracks in Tulsa County, Oklahoma, Mortgagor agreeing that she will, at her own expense, within said ten (10) days, deliver possession of said car to the Bank at the place so designated, and in case of the failure of Mortgagor so to do, possession of said car may be taken by the Bank wherever the same may be found, and at the election of said Bank may be removed by said Bank to Tulsa County, Oklahoma, at the expense of Mortgagor, and for the purpose of having said car removed to Tulsa County, Oklahoma, Mortgagor agrees that she will, upon demand, deliver to the Bank or its assigns, possession of all records she may have, showing or tending to show the location of said car, and said Bank, by any of its officers, in the name of Mortgagor, may give any orders, directions, or instructions to any railroad company or other person, and may sign Mortgagor's name to any transfer, documents and agreements for the purpose of removing said car, and may pay the expense of such removal and recover same from the proceeds of the sale of any of the mortgaged car.
- (b) The Bank, its agents, attorneys or representatives, shall have the right and power, with or without exercising any of the rights given in the preceding subsection, to sell at public auction, to the highest bidder, for cash, at one or more sales, all or any part of the mortgaged property, upon giving notice of the time and place thereof, by posting same at five (5) public places in the county in which such sale is to be held, at least ten (10) days prior thereto, one of which places shall be the place where such sale is to be held, or by giving notice at least ten (10) days before such sale, by publication thereof in a newspaper published at least weekly in such county, and of general circulation therein, and by giving such other notice as may be required by law at the place where such sale shall be held. Any such sale may be held at the courthouse door, or any place where sales at public auction are customarily held in any county in any state in which any of the property to be sold may at the time be located; or at the courthouse door in the County of Tulsa, State of Oklahoma. Notice to Mortgagor of any such sale shall be deemed to have been duly given if, not less than ten (10) days before the date of such sale, a copy of such notice shall be delivered to Mortgagor or mailed by



and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year above written.

My Commission Expires:

My Commission Expires November 18, 1974

  
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Notary Public