



**THE FIRST NATIONAL BANK OF BOSTON**

BOSTON, MASSACHUSETTS 02110

RECORDATION NO. 0364/B Filed 1425

May 8, 1979

MAY 10 1979 - 3 25 PM

RECORDATION NO. 0364/A Filed 1425

MAY 10 1979 - 3 25 PM

INTERSTATE COMMERCE COMMISSION  
Secretary of Interstate  
Commerce Commission  
Washington, D.C. 20423

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 0364 Filed 1425  
MAY 10 1979 - 3 25 PM  
MAY 10 1979  
Date  
Fee \$ 100.00  
ICC Washington, D. C.

Dear Sir:

We enclose for recording with your office the following:

- 1. Original and two (2) executed counterparts of a Chattel Mortgage dated as of January 2, 1979, between the following parties:

Mortgagor: THE COMMONWEALTH PLAN, INC.  
2655 Campus Drive  
San Mateo, CA 94403

Mortgagee: THE FIRST NATIONAL BANK OF BOSTON  
100 Federal Street  
Boston, MA 02110

- 2. Original and two (2) executed counterparts of a Railroad Equipment Leasing Agreement dated as of January 2, 1979, between the following parties:

Lessor: THE COMMONWEALTH PLAN, INC.  
2655 Campus Drive  
San Mateo, CA 94403

Lessee: SOUTHERN PACIFIC TRANSPORTATION COMPANY  
San Francisco, CA

- 3. Original and two (2) executed counterparts of an Assignment dated as of January 2, 1979, with respect to the foregoing Railroad Equipment Leasing Agreement between the following parties:

Assignor: THE COMMONWEALTH PLAN, INC.  
2655 Campus Drive  
San Mateo, CA 94403

Assignee: THE FIRST NATIONAL BANK OF BOSTON  
100 Federal Street  
Boston, MA 02110

INTERSTATE  
COMMERCE COMMISSION  
RECEIVED

MAY 10 1979

ADMINISTRATIVE SERVICES  
MAIL UNIT  
FEE OPERATION BR.  
I.C.C.

MAY 10 3 19 PM '79

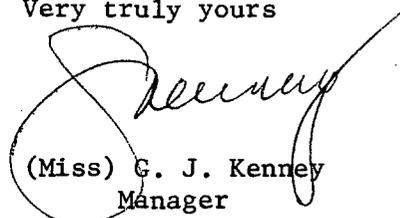
RECEIVED

The general description of the equipment covered by said Railroad Equipment Leasing Agreement is as follows:

<u>TYPE</u>	<u>AAR MECHANICAL DESIGNATION</u>	<u>NUMBER OF UNITS</u>	<u>SYMBOL AND NUMBERS</u>	<u>MARKINGS</u>
Used 70 ton ballast hopper cars	MWB	50	SPMW 4150- 4199	Southern Paci- fic Transpor- tation Company and Property of The Commonwealth Plan, Inc., Owner and Lessor.

We also enclose our check in the amount of \$100. payable to the Secretary of Interstate Commerce Commission to cover the recordation fee. Would you please return one (1) copy of the recorded documents in due course for attention of the undersigned.

Very truly yours



(Miss) G. J. Kenney  
Manager

The First National Bank  
of Boston

P. O. Box 1963  
Boston, MA 02105

Enclosures

CERTIFIED MAIL



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Second block of faint, illegible text, appearing as a list or series of short paragraphs.

Third block of faint, illegible text, continuing the list or series.

Fourth block of faint, illegible text, possibly containing a signature or date.

Fifth block of faint, illegible text, appearing as a list or series of short paragraphs.

Sixth block of faint, illegible text, continuing the list or series.



**Interstate Commerce Commission**  
**Washington, D.C. 20423**

5/14/79

**OFFICE OF THE SECRETARY**

**Miss G.J. Kenney**  
**First Natl. Bank Of Boston**  
**P.O.Box 1963**  
**Boston, Ma. 02105**

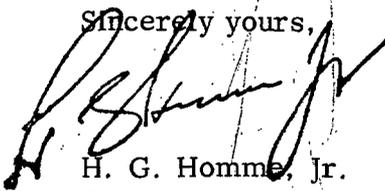
Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C.

11303, on **5/10/79** at **3:25pm**, and assigned recordation number(s).

**10364 , 10364-A & 10364-B**

Sincerely yours,



**H. G. Homme, Jr.**  
**Secretary**

Enclosure(s)

SE-30  
(3/79)

MORTGAGE  
(Personal Property)

MAY 10 1979 - 3 25 PM

INTERSTATE COMMERCE COMMISSION

KNOW ALL MEN BY THESE PRESENTS that The Commonwealth Plan, Inc., of San Mateo, Calif (hereinafter called "Mortgagor") for valuable consideration to it paid by The First National Bank of Boston, of Boston, Massachusetts, (hereinafter called "Mortgagee"), the receipt whereof is hereby acknowledged and to secure primarily the payment of loans up to a maximum of \$1,150,000 heretofore, currently or hereafter made under a certain Loan Agreement between the Mortgagor and the Mortgagee, dated as of January 2, 1979 (hereinafter called the "Loan Agreement") and secondarily any and all other liabilities, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, of the Mortgagor to the Mortgagee, does hereby grant, bargain, sell, convey, transfer and deliver unto Mortgagee the articles of personal property listed below, and all equipment installed therein, all hereinafter called "the property". The property will be situated at the locations indicated below.

TYPE: Used 70 ton ballast hopper cars  
AAR MECHANICAL DESIGNATION: MWB  
NUMBER OF UNITS: 50  
MARKED: "Southern Pacific Transportation Company" and  
"Property of The Commonwealth Plan, Inc.,  
Owner and Lessor"  
SYMBOLS AND NUMBERS: SPMW 4150 - 4199

TO HAVE AND TO HOLD all and singular the property, and any and all additions, accessions and substitutions thereto and therefor, unto Mortgagee and its successors and assigns, to its and their own use and behoof forever. Mortgagor hereby covenants with Mortgagee: (1) That Mortgagor is the lawful owner of the property; that the property has been leased to Southern Pacific Transportation Company of San Francisco, California,

which lease provides that as long as the lessee is not in default thereunder, the lessee shall be entitled to uninterrupted use of the property on the terms and conditions provided in the lease, but except for such lease the property is free from all encumbrances; that Mortgagor has good right to sell the same as aforesaid; and that Mortgagor, except as aforesaid, will warrant and defend the same against the lawful claims and demands of all persons; and (2) That Mortgagor will comply with all covenants, terms and conditions of the Loan Agreement.

TIME IS OF THE ESSENCE OF THE AGREEMENTS HEREIN CONTAINED.

The entire balance of the sums secured hereby, with interest and all other sums due hereunder, shall, immediately or at the option of Mortgagee as provided in the Loan Agreement, become due and payable, without notice or demand upon the occurrence of any of the events of default specified in the Loan Agreement.

PROVIDED, NEVERTHELESS, that if Mortgagor shall pay unto Mortgagee all sums called for in the Loan Agreement on or before the times specified for payment therein, and shall have punctually performed and observed all the covenants, terms and conditions hereof, and of the Loan Agreement, and shall then be under no other liability or obligation of any kind or description to the Mortgagee then this mortgage shall be void.

BUT UPON ANY EVENT OF DEFAULT (as specified in the Loan Agreement) by the Mortgagor, Mortgagee may, without demand or notice of any kind, except as may otherwise be affirmatively required by law, but subject to the rights of the Lessee under the lease referred to above, sell the property or any part thereof at public auction or private sale; and out of the money arising from such sale Mortgagee shall be entitled to retain all sums then owing to it by the Mortgagor secured by this mortgage, whether then or thereafter payable, and also all reasonable costs and expenses, including attorneys' fees, incurred or sustained by it in the collection or attempted collection of the liabilities secured hereby or in relation to the property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus, if any, to Mortgagor.

AND IT IS AGREED that Mortgagee, or any person or persons in its behalf, may purchase at any public sale made as aforesaid; and that until an event of default (as specified in the Loan Agreement), Mortgagor may retain possession of the property and may use and enjoy the same, but after such event of default, Mortgagee may take immediate possession of the property, and for that purpose may, so far as Mortgagor can give authority therefor, enter upon any premises on which the property or any part thereof may be situated and remove the same therefrom.

AND IT IS FURTHER AGREED that this instrument shall bind and inure to the benefit of, and that the terms "Mortgagor" and "Mortgagee" as used in this instrument shall respectively include, the respective parties and their respective successors and assigns, and that all rights, titles and interests of Mortgagee in, to and under this instrument and in and to the property, and all rights, powers, privileges and remedies of Mortgagee hereunder shall pass to and may be exercised by any assignee from Mortgagee and any subsequent assignee.

IN WITNESS WHEREOF the said Mortgagor has hereunto set its hand and seal to four (4) original counterparts as of the 2nd day of January, in the year 1979.

Signed and Sealed  
in the Presence of:

Donald R. Muehleth  
Assistant Secretary

THE COMMONWEALTH PLAN, INC.

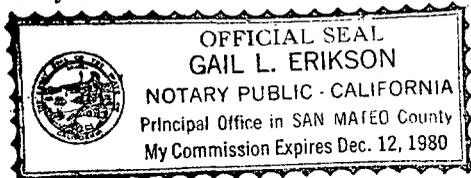
By Bernard Goldman Form Approved  
President DRM

Counsel

STATE OF CALIFORNIA )  
COUNTY OF SAN MATEO ) SS: San Mateo, California, January 11, 1979.

Before me personally appeared Bernard Goldman to me well known and known to me to be the President of The Commonwealth Plan, Inc., the corporation named in the foregoing instrument, and known to me to be the person who as such officer of said corporation, executed the same; and then and there did acknowledge before me that said instrument is the free act and deed of said corporation by him executed as such officer for the purposes therein expressed; that the seal thereunto attached is the corporate seal by him in like capacity affixed; all under authority duly granted by the Board of Directors of said corporation.

WITNESS my hand and official seal this 11th day of January, 1979.



Gail L. Erikson  
Notary Public in and for the  
County and State Aforesaid  
My commission expires: December 12, 1980

(3/1/61)

Received and entered in Records of Mortgages of Personal Property in the Clerk's office of the \_\_\_\_\_  
of \_\_\_\_\_ book \_\_\_\_\_, page \_\_\_\_\_

Clerk.