

9869

JEFFREY B. TALLEY

RECORDATION NO. Filed 1425

ATTORNEY AT LAW

201 W. MEMORIAL DR.

BOX 431
DALLAS, GEORGIA 30132

NOV 28 1978-1 45 PM

INTERSTATE COMMERCE COMMISSION TELEPHONE
(404) 445-6033

9869 B
RECORDATION NO. Filed 1425

OF COUNSEL
JAMES B. TALLEY

NOV 28 1978-1 45 PM

INTERSTATE COMMERCE COMMISSION
November 22, 1978
REG. C. 1978
FILE OPERATION BR.

9869-A
RECORDATION NO. Filed 1425

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Secretary of the Interstate Commerce Commission
Washington, D. C. 20423

RE: Filing of documents under 49 CFR
§1116 et seq.

Dear Sir:

You are hereby requested to record the documents attached herewith, there being original and two counterparts or two certified true copies of each document. These documents include the following:

- 1) One promissory note
- 2) One Security Agreement (Chattel Mortgage)
- 3) One Assignment of income

The equipment covered by these documents consists of five (5) XF Type Railroad Boxcars, bearing the following identifying marks: SCTR100; SCTR101; SCTR102; SCTR103; and SCTR104.

The names and address of the respective parties to each of the documents are as follows:

- 1) Promissory Note
 Promissor (debtor): John M. Covington, M.D.
 102 Dogwood
 Dallas, Georgia 30132
 Promisee: The Citizens and Southern National Bank
 99 Annex
 Atlanta, Georgia 30399
- 2) Security Agreement
 Mortgagor: John M. Covington, M.D.
 102 Dogwood
 Dallas, Georgia 30132
 Mortgagee: The Citizens and Southern National Bank
 99 Annex
 Atlanta, Georgia 30399
- 3) Assignment of income
 Assignor: John M. Covington, M.D.
 102 Dogwood
 Dallas, Georgia 30132

Robert A. Carlson
Countersign

8-332ACE2

No.
Date NOV 28 1978
Fee \$100.00

ICC Washington, D. C.

Page Two
Secretary of the Interstate Commerce Commission
November 22, 1978

Assignee: The Citizens and Southern National Bank
99 Annex
Atlanta, Georgia 30399
Other party: Railcar, Inc.
Suite 1010
1447 Peachtree Street, N.E.
Atlanta, Georgia 30309

Please file and record these documents pursuant to
49 CFR §1116.5.

Yours truly,


Jeffrey B. Talley
Attorney for The Citizens and
Southern National Bank

JBT:ehb

Enclosures

cc: Barbara N. Day,
The Citizens and Southern National Bank

John M. Covington, M.D.

Interstate Commerce Commission
Washington, D.C. 20423

11/28/78

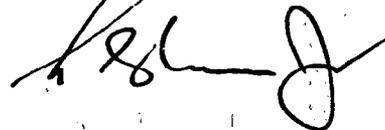
OFFICE OF THE SECRETARY

Jeffrey B. Talley
201 W. Memorial Dr.
P.O.Box 431
Dallas, Georgia 30132

Dear Sir:

The enclosed document(s) was recorded pursuant to the
provisions of Section 20(c) of the Interstate Commerce Act,
49 U.S.C. 20(c), on 11/28/78 at 1:45pm
and assigned recordation number(s) 9869, 9869-A, 9869-B

Sincerely yours,



H.G. Homme, Jr.,
Secretary

Enclosure(s)

SE-30-T
(2/78)

The undersigned hereby promises to pay to the order of THE CITIZENS AND SOUTHERN NATIONAL BANK (hereafter, together with any holder hereof, called "Holder"), at Atlanta, Georgia, or at such other place as the Holder may designate and notify undersigned One Hundred Sixty-five Thousand (\$165,000.00) Dollars in twenty-seven (27) installments together with interest on the daily unpaid principal balance from date until paid in full at a per annum rate two (2%) percentage points above the Holder's best interest rate for 90-day commercial loans in effect on each respective day, and all costs of collection, including fifteen percent (15%) of the principal and interest as attorney's fees if collected by law or through an attorney at law.

The first installment of \$11,786 shall be due on June 30, 1979. Thereafter, a quarterly installment of \$5,893 will be due on the last day of each calendar quarter (March 31, June 30, September 30, December 31) with the final payment of \$5,889 due on December 31, 1985.

The term "Collateral" as used herein shall mean the following property which has been or is hereby delivered, pledged, assigned, conveyed and transferred to the Holder:

Security Agreement dated November 21, 1978, covering five (5) rail road boxcars more fully described therein.

Assignment of Investment Security dated November 21, 1978, covering 10,660 shares Citizens Bank, Dallas, Georgia capital stock.

Assignment of Collections dated November 21, 1978, covering rights title, interest, and all monies due John M. Covington, M.D. under his management contract with Railcar, Inc.

together with any and all balances, credits, deposits, accounts, items and monies of the undersigned now or hereafter with the Holder, which balances and the like undersigned hereby conveys and transfers to Holder, and together with any and all other property of the undersigned of every kind or description now or hereafter in the possession or control of the Holder for any reason, including all dividends and distributions on or other rights in connection with any property hereinabove referred to. Undersigned hereby warrants that sole and lawful ownership of Collateral is in the undersigned with full power and authority to transfer, convey and encumber.

The undersigned agrees that the Holder shall have a lien upon, security title to and a security interest in the Collateral to secure the payment of this Note and all other indebtedness or liability of the undersigned to Holder, however and whenever incurred or evidenced, whether direct or indirect, absolute or contingent, or

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INTERSTATE COMMERCE COMMISSION

due or to become due (hereafter with this Note collectively called "Liabilities"). The surrender of this Note upon payment or otherwise shall not affect the right of the Holder to retain the Collateral for any other Liabilities. The Holder shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if Holder takes such action for that purpose as the undersigned shall request in writing, but failure of the Holder to comply with any such request shall not of itself be deemed a failure to exercise reasonable care, and no failure of the Holder to preserve or protect any rights with respect to the Collateral against prior parties, or to do any act with respect to preservation of the Collateral not so requested by the undersigned, shall be deemed a failure to exercise reasonable care in the custody or preservation of the Collateral.

In addition to all other rights possessed by it, the Holder, from time to time, whether before or after any of the Liabilities shall become due and payable, may (a) transfer all or any part of the Collateral into the name of the Holder or its nominee, with or without disclosing that such Collateral is subject to the lien, security title and security interest hereunder; (b) notify the parties obligated on any of the Collateral to make payment to the Holder of any amounts due or to become due thereunder; (c) enforce collection of any of the Collateral by suit or otherwise and surrender, release or exchange all or any part thereof, or compromise or extend or renew from time to time and for any period (whether or not longer than the original period) any indebtedness evidenced thereby; (d) take control of any proceeds of the Collateral; and (e) exercise such additional rights and powers, if any, with respect to any security for or guaranty of any of the Liabilities, as may be provided in any written instrument (in addition to this Note).

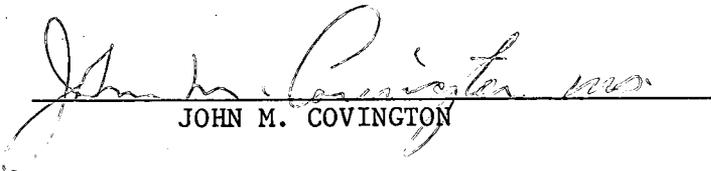
If at any time Collateral shall be or become unsatisfactory to the Holder, undersigned will immediately furnish such other Collateral or make such payment on account as will be satisfactory to the Holder and in case of failure so to do, or if the undersigned should become insolvent (as defined in the Uniform Commercial Code as in effect at that time in Georgia), or a petition in bankruptcy be filed by or against undersigned, or a receiver be appointed for any part of the property or assets of undersigned, or if any judgment be entered against the undersigned, or if undersigned shall fail to meet at maturity any indebtedness or liability to the Holder, or if any warranty or representation of undersigned pertaining to this credit (whether contained in this Note or not) prove untrue or misleading, or if the Holder shall

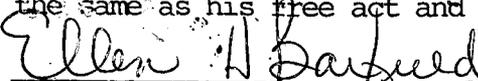
feel insecure for any reason whatsoever, (1) any and all of Liabilities may, at the option of the Holder, and without demand or notice of any kind, be declared, and thereupon immediately shall become, due and payable, (2) the undersigned will pay all expenses of the Holder in the collection of this Note, and in the enforcement of rights under any of the Collateral, including reasonable attorney's fees and legal expenses, (3) the Holder may exercise from time to time any rights and remedies available to Holder under the Uniform Commercial Code as in effect at that time in Georgia or otherwise available to Holder, including those available under any written instrument (in addition to this Note) relating to any of the Liabilities or any security therefor, and (4) the Holder may, at any time, without demand or notice of any kind, appropriate and apply toward the payment of such of the Liabilities, and in such order of application, as the Holder may from time to time elect, any balances, credits, deposits, accounts, items or monies of the undersigned with the Holder. If any notification of intended disposition of any of the Collateral is required by law, such notification, if mailed, shall be deemed reasonably and properly given if mailed at least five days before such disposition, postage prepaid, addressed to the undersigned, either at the address shown below, or at any other address of the undersigned appearing on the records of the Holder. Any proceeds of any disposition of Collateral may be applied by the Holder to the payment of expenses in connection with the Collateral, including reasonable attorney's fees and legal expenses, and any balance of such proceeds may be applied by the Holder toward the payment of such of the Liabilities, and in such order of application, as the Holder may from time to time elect. No delay or failure on the part of the Holder in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Holder of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy.

The Holder shall be under no duty to exercise any or all of the rights and remedies given by this Note and no party to this instrument shall be discharged from his obligations or undertakings hereunder (a) should the Holder release or agree not to sue any person against whom the party has, to the knowledge of the Holder, a right of recourse or (b) should the Holder agree to suspend the right to enforce this Note or Holder's interest in the Collateral against such person or otherwise discharge such person.

STATE OF GEORGIA
COUNTY OF PAULDING

On this 21st day of November, 1978,
before me personally appeared John
M. Covington, M.D., to me known to
be the person described in and who
executed the foregoing instrument
and he acknowledged that he executed
the same as his free act and deed.


JOHN M. COVINGTON


Notary Public
Notary Public, Georgia, State at Large
My Commission Expires Feb. 9, 1982