



American Bank

Telephone (318) 824-2300

Post Office Box 1383

Jennings, Louisiana 70546

3-2131745

RECORDATION NO. 10651 Filed 1425

July 17, 1979

Date 7/20/79

JUL 20 1979 - 3 02 PM

Fee \$ 100.00

INTERSTATE COMMERCE COMMISSION

100 Washington, N. W.

Interstate Commerce Commission
12th & Constitution Ave. N.W.
Washington, D.C. 20423

INTERSTATE
COMMERCE COMMISSION
RECEIVED

JUL 20 1979

Gentlemen:

ADMINISTRATIVE SERVICES
MAIL UNIT

We are enclosing a certified copy of a mortgage in the name of Ronald C. Shultz for recordation with your department.

Please record and bill us for whatever costs incurred.

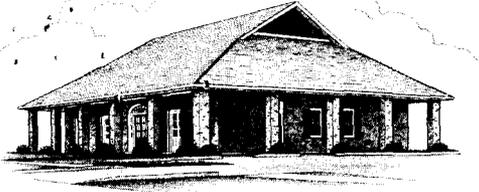
Sincerely,

Julius Meaux
Vice President

JM/ch

FEE RECEIVED
JUL 20 1979

JUL 20 1979



American Bank

Telephone (318) 824-2300 • Post Office Box 1383 • Jennings, Louisiana 70546

July 2, 1979

Interstate Commerce Commission
Washington, D.C.

Gentlemen:

We are enclosing a certified copy of a mortgage in the name of Ronald Shultz for recordation with your department.

Please record and bill us for whatever costs incurred.

Sincerely,

Julius Meaux
Vice President

JM/ch

Interstate Commerce Commission
Washington, D.C. 20423

7/23/79

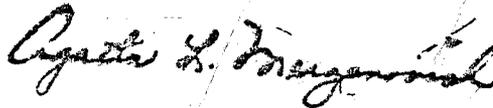
OFFICE OF THE SECRETARY

Julius Meaux
Vice President
American Bank
P.O.Box 1383
Jennings, Louisiana 70546

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 7/20/79 at 3:30pm, and assigned recordation number(s). 10651

Sincerely yours,



Secretary

Enclosure(s)

Please send me a check for \$ 50 & next time please send money with document. make the check out to ICC to my attention (Mildred Lee, Room 2227

SE-30
(3/79)

79-3446

10651

RECORDATION NO. Filed 1425

JUL 20 1979 - 3 02 PM

STATE OF LOUISIANA
PARISH OF JEFFERSON DAVIS

CHATTEL MORTGAGE INTERSTATE COMMERCE COMMISSION

BEFORE ME, Julius Meaux, a Notary Public in and for said Parish and State, duly commissioned and qualified, and in the presence of the two subscribing competent witnesses on this day personally came and appeared, Ronald C. Shultz, Box 754, Jennings, LA

hereinafter referred to as mortgagor, whether one or more, who declared and acknowledged that he is justly and truly indebted unto, American Bank Jennings, LA

mortgagee herein, in solido, in the full sum of One hundred seventy nine thousand five hundred and no/100 Dollars (\$ 179,500.00) for which amount the mortgagor has made, executed and delivered the following promissory note, to-wit: Note dated July 12, 1979 and payable on demand in the amount of One hundred seventy nine thousand five hundred and no/100 Dollars with interest from date at the rate of ten(10) per cent per annum.

dated of even date herewith, payable at American Bank, Jennings, LA, and stipulating to bear interest at the rate of eight per cent per annum from maturity, on the outstanding balance, until paid, with the clause of 25 per cent additional if not paid when due, for attorney's fees; which said note after having been paraphed "Ne Varietur," the date of this act and my official signature, etc., for identity herewith been delivered to the said mortgagee as is hereby acknowledged.

NOW, THEREFORE, in order to secure the prompt and punctual payment of said note, including principal, interest, attorney's fees and costs, the mortgagor does specially pledge, mortgage and hypothecate to and in favor of the said mortgagee, and to enure to the benefit of any and all future holders of said note and to be by such holders or any of them enjoyed and exercised without any notarial act of transfer or assignment of this security other than the lawful assignment of said note, all the following described movable property, now owned by and in the possession of the mortgagor herein, in the Parish of State of Louisiana, to-wit:

Five (5) Railroad Cars Serial #RUSX 4806-10

79-3446

RECEIVED AND FILED
1979 JUL 17 AM 9:03
CLERK OF COURT
JEFFERSON DAVIS PARISH

The said mortgagor hereby represents that he has full possession thereof and right to mortgage same, that it is free of any prior mortgage, lien or encumbrance, and that it is now located in the Parish of Jefferson Davis, State of Louisiana, and he further obligates himself not to alienate, deteriorate or encumber same or any portion thereof to the prejudice of this act, nor move said property from the Parish of Jefferson Davis, where it is now located without the written consent of the mortgagee.

The said mortgagor hereby obligates himself to insure said property against loss and damage by fire, lightning and tornado in the sum of actual value for each of said risks, and keep same constantly so insured during the existence of this mortgage, said policy or policies of insurance to be properly assigned and transferred to the mortgagee as his interest may appear; to promptly pay the premiums on said policy or policies, as well as all the taxes legally assessed upon said property, and upon failure to pay either insurance or taxes, the mortgagee or any future holder or holders of said note are authorized, but not obligated, to pay same, and any amounts so paid by the mortgagee shall bear interest at the rate of eight per cent (8%) per annum from date of payment until fully repaid and per cent (25) additional as attorney's fees if placed in the hands of an attorney for collection, which sums are secured by this act of mortgage up to the sum of Dollars with the same force and effect as if evidenced by a note identified herewith.

This act bears confession of judgment and the said mortgagor further declared that in the event of any, or all, of said note or any installment or payment of interest not being paid at maturity, or said insurance premiums or said taxes be not paid promptly when due, then the said note shall at once become due and exigible, and it shall be lawful for, and the said mortgagor hereby authorizes said mortgagee or any holder of said note to cause the property herein described and mortgaged to be seized and sold under executory process, issued by any competent court, with or without appraisalment, to the highest bidder, payable in cash; the said mortgagor hereby expressly dispensing with any appraisalment thereof, and by these presents waiving and renouncing the benefit of appraisalment and of all laws or parts of laws relative to appraisalment of property seized and sold under executory or other legal process, mortgagor especially waiving notice of judgment and notice of seizure.

The said mortgagor further declared that in favor of the mortgagee herein, and of all future holder or holders of the said note secured hereby, and regards the property hereby mortgaged, he waives any and all homestead or other exemptions to which he is or may be entitled under Constitution and laws of the State of Louisiana.

And now to these presents intervenes _____, wife of the said _____, who declared that she hereby joins her husband in the waiver of homestead and other exemptions hereinabove stipulated.

The said mortgagee, represented by _____ appears herein for the purpose of accepting this act of mortgage and acknowledging receipt of the note hereinabove described.

The production of a certificate of chattel mortgages herein is waived by the parties hereto.

THUS DONE, SIGNED and PASSED before me, said Notary, in the presence of

Celia Hardy and Sharolyn Cormier
lawful witnesses, at Jennings, Louisiana, on this the 12 day of July A.D., 1979

WITNESSES:

Celia Hardy
Sharolyn J. Cormier

Ronald C. Shultz

ACCEPTED: American Bank Jennings, LA
Richard Loewer
Richard Loewer, Vice President

[Signature]
Notary Public

STATE OF LOUISIANA, }
PARISH OF JEFFERSON DAVIS: } Office of Clerk of Court 31st Jud. Dist.

I HEREBY CERTIFY, That the within Document is a true copy
of ORIGINAL which was this day Filed and Recorded in Book of
Chattel Mtg at page at seq., File No. *79-3446*

IN TESTIMONY WHEREOF, witness my official signature and
Seal at Jennings, La., this *17* day of *July* A.D. 19*79*.

Diana Breten
Clerk of Court and Ex-officio Recorder