JOHNSTON, FORSYTH AND STOVALL
ATTORNEYS AND COUNSELORS AT LAW
GREENSBORO, NORTH CAROLINA

MAILING ADDRESS
P. O. BOX 9031
GREENSBORO
NORTH CAROLINA 27408
CABLE ADDRESS
JOHNLEX
OFFICES
SUITE 200
200 EAST NORTHWOOD
TELEPHONE
(919) 373-1223

W. EUGENE JOHNSTON, III
ALYCE S. FORSYTH
MICHAEL C. STOVALL, JR.

February 24, 1978

RECORDATION NO. 9259 Filed & Recorded

FEB 28 1978 -3 20 PM

INTERSTATE COMMERCE COMMISSION

C 053A218

Office of the Secretary
Interstate Commerce Commission
Twelfth Street & Constitution Avenue N.W.
Washington, D.C., 20423

Attention Mrs. Lee

RE: Security Agreement Bond between
Otis N. Fisher and Wachovia Bank & Trust
Company, N.A.

Dear Mrs. Lee,

We enclose for recording the original security agreement dated December 16, 1977 by and between Otis N. Fisher, 1200 North Elm Street, Greensboro, North Carolina 27401 and the Wachovia Bank & Trust Company, N.A., 201 North Elm Street, Greensboro, North Carolina 27401.

The collateral covered by this security agreement is railroad freight cars; specifically two rigid underframe 70 ton 50 foot XM boxcars serial numbers NSL 102252, NSL 102253. Otis N. Fisher is not a common carrier by rail, motor, or water. The only prior recordation involving these freight cars is the lease and management agreement by and between North Carolina National Bank as Trustee and the National Railway Utilization Corporation.

A duplicate original is enclosed which we would appreciate you endorsing with your recordation number and returning to us. Also enclosed is our check for $50.00.

With very best wishes, we remain

Cordially yours,

JOHNSTON, FORSYTH AND STOVALL

W. Eugene Johnston, III

WEJ/mr
Enclosures

RECEIVED
FEB 28 3 10 PM '78
CERTIFICATION UNIT

Interstate Commerce Commission
Washington, D.C. 20423

2/28/78

OFFICE OF THE SECRETARY

W. Eugene Johnston, III
Johnston, Forsyth & Stovall
P.O.Box 9031
Greensboro, North Carolina 27408

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 2/28/78 at 3:20pm, and assigned recordation number(s) 9259

Sincerely yours,

H.G. Homme, Jr.
Acting Secretary

Enclosure(s)

SE-30-T
(6/77)

RECORDATION NO. 9259 Filed & Recorded

FEB 28 1978 -3 20 PM

INTERSTATE COMMERCE COMMISSION

SECURITY AGREEMENT

THIS SECURITY AGREEMENT, made and entered into as of this 16th day of December, 1977, by and between OTIS N. FISHER, of Greensboro, North Carolina (herein called "Debtor"), and NORTH CAROLINA NATIONAL BANK, a national banking association (herein called "Bank"), and WACHOVIA BANK & TRUST COMPANY, N.A., a national banking association (herein called "Secured Party");

WITNESSETH:

WHEREAS, the Secured Party has loaned the Debtor the sum of $60,000, which loan is evidenced by the Note of Debtor of even date herewith in the original principal amount of $60,000 (herein called the "Note"); and

WHEREAS, the Debtor has agreed to secure all indebtedness evidenced by the Note and any other indebtedness of Debtor to the Secured Party by freight cars beneficially owned by Debtor, which freight cars were purchased by Debtor with the proceeds of a loan by the Secured Party to the Debtor;

WHEREAS, Bank is the holder of record title to the cars pursuant to a trust agreement dated December 1, 1977;

NOW, THEREFORE, in consideration of the loan by Secured Party to Debtor of $60,000 and the covenants, promises and conditions contained herein, it is agreed as follows:

SECTION 1. Grant of Security Interest. In order to secure the payment of the principal of and interest on the Note according to its tenor and effect, and to secure the payment of all other indebtedness of Debtor to Secured Party, now existing or hereafter arising, the Note and this Security Agreement contained, Debtor and Bank do hereby convey, warrant, mortgage, assign, pledge and grant the Secured Party, its successors and assigns, a security interest in and to the properties, rights, interests and privileges described in Sections 1.1 and 1.2 hereof (all of which properties hereby mortgaged, assigned and pledged or intended so to be are hereinafter collectively referred to as the "Collateral").

Section 1.1 Equipment Collateral. Collateral includes the equipment described in Schedule A attached hereto and made a part hereof (hereinafter referred to collectively as the "Equipment" and individually as "Item of Equipment").

Section 1.2 Other Collateral. Collateral also includes all rights of Debtor arising under certain Management Agreements between National Railway Utilization Corporation ("NRUC") and Debtor (herein called the "Management Agreement") and all sums due and to become due thereunder including any and all extensions or renewals

thereof insofar as the same cover or relate to the Equipment; it being the intent and purpose thereof that the assignment and transfer to the Secured Party of said service charges and other sums due and to become due under the agreement shall be effective and operative at such time as Secured Party shall give written notice to NRUC to make such payments to Secured Party and shall continue in full force and effect thereafter until NRUC shall have been notified in writing by the Secured Party to begin making such payments to Debtor and the Secured Party shall have the right to collect and receive said service charges and other sums for application in accordance with the provisions of Section 4 hereof at all times during the period from and after the date of this Security Agreement until the indebtedness hereby secured has been fully paid and discharged.

Section 1.3 Limitations to Security Interest. The security interest granted by this Section 1 is subject only to (a) the lien of current taxes and assessments, if any, not in default, or, if delinquent, the validity of which is being contested in good faith, and (b) the rights of NRUC under the Management Agreements.

Section 1.4 Duration of Security Interest. The Secured Party, its successors and assigns shall have and hold the Collateral forever; provided always, however, that such security interest is granted upon the express condition that if the Debtor shall pay or cause to be paid all the indebtedness hereby secured and shall observe, keep and perform all the terms and conditions, covenants and agreements herein and in the Note contained, then these presents and the estate hereby granted and conveyed shall cease and this Security Agreement shall become null and void; otherwise to remain in full force and effect.

SECTION 2. Covenants and Warranties. The Debtor covenants, warrants and agrees as follows:

Section 2.1 Debtor's Duties. The Debtor covenants and agrees well and truly to perform, abide by and to be governed and restricted by each and all of the terms, provisions, restrictions, covenants and agreements set forth in this Security Agreement and Note, and in each and every supplement thereto or amendment thereof which may at any time or from time to time be executed and delivered by the parties thereto or their successors and assigns, to the same extent as though such and all of said terms, provisions, restrictions, covenants and agreements were fully set out herein.

Section 2.2 Warranty of Title. The Debtor and Bank have the right, power and authority to grant a security interest in the Collateral to the Secured Party for the uses and purposes herein set forth; Debtor is the beneficial owner of the Equipment, free and clear of all liens and encumbrances; and the Debtor will warrant and defend the title to the Collateral against all claims and demands of persons claiming by, through or under the Debtor (excepting only the right, title and interest of the Lessee under the Lease).

Section 2.3 Further Assurances. The Debtor will, at its own expense, do, execute, acknowledge and deliver all and every further acts, deeds, conveyances, transfers and assurances necessary or proper for the perfection of the security interest being herein provided for in the Collateral, whether now owned or hereafter acquired. Without limiting the foregoing but in furtherance of the security interest herein granted in the service charges and other sums due and to become due under the Lease the Debtor covenants and agrees that it will notify NRUC of the assignment of its rights under the Management Agreements and direct NRUC to make all payments of such service charges and other sums due and to become due under the Management Agreements directly to the Secured Party or as the Secured Party may direct upon receipt of written instructions to that effect from the Secured Party.

Section 2.4 Mark Equipment. The Debtor will cause each unit of Equipment to be kept numbered with the identifying number set out in Schedule A. Debtor will not permit any unit of Equipment to be placed in operation or exercise any control or dominion over any such unit unless each side of such unit of Equipment shall have been so marked and will replace promptly any such markings or renew any such marking, which may be removed, defaced or destroyed. Debtor will not permit the identifying numbers of any such units to be changed except in accordance with a statement of new numbers to be substituted therefor, which statement previously shall have been filed with Secured Party by Debtor and promptly filed, recorded or deposited in all public offices where this Agreement shall have been filed, recorded or deposited.

Section 2.5 Casualty. In the event that any Unit of Equipment shall be or become worn out, lost, stolen, destroyed or irreparably damaged from any cause whatsoever during the continuance of this Agreement, the Debtor shall replace the Unit of Equipment at its own cost or cause the Unit of Equipment to be replaced with other operable standard guage rolling stock equal in value to the depreciated value and of substantially as good material and construction as that worn out, lost, stolen, destroyed or irreparably damaged, and shall give the Secured Party or its assignee an opinion of counsel to the effect that this Agreement constitutes a first lien on such replacement Unit of Equipment, and shall execute, deliver and file and record such further document as may be reasonably requested by the Secured Party or its assignee in support of such opinion, or Debtor shall promptly pay to the Secured Party a sum equal to 25% of the balance due under the Note, together with interest accrued thereon to date of such payment at the rate set

forth in the Note, in which event all succeeding payments under the Note shall be correspondingly reduced.

Section 2.6 Maintenance. The Debtor will at all times cause the Equipment to be maintained in good order and repair and to that end will ensure that Virginia Central Railroad performs all of its obligations under Paragraph 6 of the Lease with respect to repair and maintenance of the Equipment.

Section 2.7 Insurance. Debtor and Bank will cause the equipment to be insured against loss, damage or destruction in a reasonable amount during the duration of this agreement.

Section 2.8 Compliance. The Debtor will comply, and will cause any lessee of the Equipment to comply, in all respects with all laws of the jurisdictions in which the Equipment may be operated, with all standards recommended by the Association of American Railroads and with all lawful rules of the Department of Transportation, the Interstate Commerce Commission and any other legislative, executive, administrative or judicial body exercising any power or jurisdiction over the Equipment to the extent that such laws and rules affect the operation or use of the Equipment. In the event that such laws or rules require the alteration of the Equipment or any part thereof, the Debtor will conform therewith, at its expense, and will maintain the same in proper condition for operation under such laws and rules; provided, however, that Debtor may, in good faith, contest the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of the Secured Party, adversely affect the property or rights of the Secured Party hereunder.

Section 2.9 Recordation and Filing. The Debtor will cause this Security Agreement and all supplements thereto, and all financing and continuation statements and similar notices required by applicable law, at all times to be kept, recorded and filed at its own expense in such manner and in such places as may be required by law in order fully to preserve and protect the rights of the Secured Party hereunder, and will at its own expense furnish to the Secured Party promptly after the execution and delivery of this Security Agreement and of each supplemental Security Agreement an opinion of counsel stating that in the opinion of such counsel this Security Agreement or such supplement, as the case may be, has been properly recorded or filed for record so as to make effective of record the security interest intended to be created hereby.

Section 2.10 Modifications of the Management Agreement. The Debtor will not:

(a) declare a default or exercise any of its remedies under, or terminate, modify or accept a surrender of, or offer or agree to any termination, modification, surrender or termination of the Management Agreement (except as otherwise expressly provided herein) or by affirmative act consent to the creation or existence of any security interest or other lien to secure the payment of indebtedness upon the collateral; or

(b) receive or collect or permit the receipt or collection of any service charges or rental payment under the Management Agreement prior to the date for payment thereof provided for by the management agreement, transfer or hypothecate (other than to the Secured Party hereunder) any rent payment then due or to accrue in the future under the Lease in respect of the Equipment; or

(c) sell, mortgage, transfer, assign or hypothecate (other than to the Secured Party hereunder) its interest in the Equipment or any part thereof or in any amount to be received by it from the use or disposition of the Equipment.

Section 2.11 Power of Attorney in respect of the Management Agreement. Debtor does hereby irrevocably constitute and appoint the Secured Party, its true and lawful attorney with full power of substitution for it and in its name, place and stead, to ask, demand, collect, receive, receipt for, sue for, compound and give acquittance for any and all service charges, income and other sums which are assigned under Section 1.1 and Section 1.2 hereof with full power to settle, adjust or compromise any claim thereunder as fully as the Debtor could itself do, and to endorse the name of the Debtor on all commercial paper given in payment or in part payment thereof, and in its discretion to file any claim or take any other action or proceedings, either in its own name or in the name of the Debtor or otherwise, which the Secured Party may deem necessary or appropriate to protect and preserve the right, title and interest of the Secured Party in and to such service charges and other sums and the security intended to be afforded hereby.

SECTION 3.1 Possession and Use of Property.

Section 3.1 Possession of Collateral. While the Debtor is not in default hereunder it shall be suffered and permitted to remain in full possession, enjoyment and control of the Equipment and to manage, operate and use the same and each part thereof with the rights and franchises appertaining thereto; provided, always, that the possession, enjoyment, control and use of the Equipment shall at all times be subject to the observance and performance of the terms of this Security Agreement. It is expressly understood

that the use and possession of the Equipment by the Lessee under and subject to the Management Agreement shall not constitute a violation of this Section 3.1.

SECTION 4. Application of Assigned Service Charges and Certain Other Moneys Received by the Secured Party.

Section 4.1 Application of Service Charges. As more fully set forth in Section 1.2 hereof the Debtor has hereby granted to the Secured Party a security interest in service charges, rents, issues, profits, income and other sums due and to become due under the Management Agreement, in respect of the Equipment as security for the Note. So long as no event of default as defined in Section 5 hereof has occurred and is continuing the amounts from time to time received by the Secured Party which constitute payment of service charges payable with respect to the Equipment under the Lease shall be applied first, to the payment of the installments of interest only or principal and interest on the Note which have matured or will mature on or before the due date of the installments of service charges payable with respect to the Equipment which are recieved by the Secured Party, and then the balance, if any, of such amounts shall promptly be paid to or upon the order of the Debtor.

Section 4.2 Default. If an event of default referred to in Section 5 hereof has occurred and is continuing, all amounts received by the Secured Party pursuant to Section 1.2 hereof shall be applied in the manner provided for in Section 5 in respect of proceeds and avails of the Collateral.

SECTION 5. Defaults and Other Provisions.

Section 5.1 Events of Default. The term "event of default" for all purposes of this Security Agreement shall mean one or more of the following:

(a) Default in payment of an installment of the principal of, or interest on, the Note when and as the same shall become due and payable, whether at the due date thereof or at the date fixed for prepayment, by acceleration or otherwise, and any such default shall continue unremedied for three (3) calendar days; or

(b) An event of default as set forth in the Loan Agreement; or

(c) Default on the part of the Debtor in the due observance or performance of any covenant or agreement to be observed or performed by it under this Security Agreement and such default shall continue unremedied for thirty (30) calendar days; or

(d) Any representation or warranty made herein or in the Loan Agreement or the Note or in any report, certificate, financial or other statement furnished in connection with this Security Agreement, the Loan Agreement, the Lease or the Note, or the transactions contemplated thereby shall prove to be false or misleading in any material respect; or

(e) Any claim, lien or charge (other than the Lease and liens, charges and encumbrances which the Lessee is obligated to discharge under the Lease) shall be asserted against or levied or imposed upon the Equipment, and such claim, lien or charge shall not be discharged or removed within thirty (30) calendar days after the written notice from the Secured Party or the holder of any note to the Debtor and the Lessee demanding the discharge or removal thereof.

Section 5.2 Secured Party's Rights. Debtor agrees that when any "event of default" as defined in Section 5.1 hereof has occurred and is continuing, the Secured Party shall have the rights, options, duties and remedies of a secured party, and the Debtor shall have the rights and duties of a debtor, under the Uniform Commercial Code as from time to time in effect in the State of North Carolina (regardless of whether such Code or a law similar thereto has been enacted in a jurisdiction wherein the rights or remedies are asserted) and without limiting the foregoing 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 Secured Party may, by notice in writing to the Debtor, declare the entire unpaid balance of the 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 Secured Party personally or by agents or attorneys, shall have the right (subject to compliance with any applicable mandatory legal requirements) to take immediate possession of the Collateral, 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 Debtor, 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 or lease the same until sold.

(c) The Secured Party 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 Debtor once at least ten (10) days prior to the date of such sale, and any other notice which may be required by law, sell and dispose of the Collateral, or any part thereof, at public auction 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 Secured Party may determine, and at any place (whether or not it be the location of the Collateral or any part thereof) designated in the notice above referred to. 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 Secured Party or the holder or holders of the Note, or of any interest therein, may bid and become the purchaser at any such sale;

(d) The Secured Party may proceed to protect and enforce this Security Agreement, and the Note by suit or suits or proceedings in equity, at law or in 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, subject to the provisions of Section 6 hereof, 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;

(e) The Secured Party may proceed to exercise all rights, privileges, and remedies of the Debtor under the Management Agreement, and may exercise all such rights and remedies either in the name of the Secured Party or in the name of the Debtor for the use and benefit of the Secured Party.

Section 5.3 Acceleration Clause. In case of any sale of the Collateral, or of any part thereof, pursuant to any judgment or decree of any court or otherwise in connection with the enforcement of any of the terms of this Security Agreement, the principal of the Note, if not previously due, and the interest accured thereon, shall at once become and be immediately due and payable; also, in the case of any such sale, the purchaser or purchasers, for the purpose of making settlement for or payment of the purchase price, shall be entitled to turn in and use the Note and any claims for interest matured and unpaid thereon, in order that there may be credited as paid on the purchase price the sum apportionable and applicable to the Note including principal and interest thereof out of the net proceeds of such sale after allowing for the proportion of the total purchase price required to be paid in actual cash.

Section 5.4 Waiver by Debtor. The Debtor covenants that it will not at any time insist upon or plead, or in any manner whatsoever claim or take any benefit or advantage of, any stay or extension law now or at any time hereafter in force, nor claim, take, nor insist upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisement of the Collateral or any part thereof, prior to any sale or sales thereof to be made pursuant to any provision herein contained, or to the decree, judgment or order of any court of competent jurisdiction; nor, after such sale or sales, claim or exercise any right under any statute now or hereafter made or enacted by any state or otherwise to redeem the property so sold or any part thereof, and hereby expressly waives for itself and on behalf of each and every person, except decree or judgment creditors of the Debtor acquiring any interest in or title to the Collateral or any part thereof subsequent to the date of this Security Agreement, all benefit and advantage of any such law or laws, and covenants that it will not invoke or utilize any such law or laws or otherwise hinder, delay or impede the execution of any power herein granted and delegated to the Secured Party, but will suffer and permit the execution of every such power as though no such power, law or laws had been made or enacted.

Section 5.5 Effect of Sale. Any sale, whether under any power of sale hereby given or by virtue of judicial proceedings, shall operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of the Debtor in and to the property sold, shall be a perpetual bar, both at law and in equity, against the Debtor, its successors and assigns, and against any and all persons claiming the property sold or any part thereof under, by or through the Debtor, its successors or assigns.

Section 5.6 Application of Sale Proceeds. The purchase money proceeds and avails of any sale of the Collateral, or any part thereof, and the proceeds and the avails of any remedy hereunder shall be paid to and applied in the following order:

First, to the payment of costs and expenses of foreclosure or suit, if any, and of such sale, and of all proper expenses, liability and advances, including legal expenses and attorneys' fees, incurred or made hereunder by the Secured Party, or the holder or holders of the Note, and of all taxes, assessments or liens superior to the lien or these presents, except any taxes, assessments or other superior lien subject to which said sale may have been made;

Second, to the payment to the holder or holders of the Note of the amount then owing or unpaid on the Note for interest;

Third, to the payment to the holder or holders of the Note of the amount then owing or unpaid on the Note for principal;

Fourth, to the payment of the surplus, if any, to the Debtor, its successors and assigns, or to whomsoever may be lawfully entitled to receive the same.

Section 5.7 Discontinuance of Remedies. In case the Secured Party shall have proceeded to enforce any right under this Security Agreement by foreclosure, sale, entry or otherwise, any such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely, then and in every such case the Debtor, the Secured Party and the holder or holders of the Note shall be restored to their former positions and rights hereunder with respect to the property subject to the security interest created under this Security Agreement.

Section 5.8 Cumulative Remedies. No delay or omission of the Secured Party or of the holder of the Note to exercise any right or power arising from any default on the part of the Debtor, shall exhaust or impair any such right or power or prevent its exercise during the continuance of such default. No waiver by the Secured Party, or the holder of any Note of any such default, whether such waiver be full or partial, shall extend to or be taken to affect any subsequent default, or to impair the rights resulting therefrom except as may be otherwise provided herein. No remedy hereunder is intended to be exclusive of any other remedy but each and every remedy shall be cumulative and in addition to any and every other remedy given hereunder or otherwise existing; 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 Security Agreement operate to prejudice, waiver or affect the security of this Security Agreement or any rights, powers or remedies hereunder, nor shall the Secured Party or holder of the Note be required to first look to, enforce or exhaust such other or additional security, collateral or guaranties.

SECTION 6. Miscellaneous.

Section 6.1 Successors and Assigns. Whenever any of the parties hereto is referred to such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements in this Security Agreement contained by or on behalf of the Secured Party, shall bind and inure to the benefit of the respective successors and assigns of such parties whether so expressed or not.

Section 6.2 Partial Invalidity. The unenforceability or invalidity of any provision or provisions of this Security Agreement shall not render any other provision or provisions herein contained unenforceable or invalid.

Section 6.3 Communications. All communications provided for herein shall be in writing and shall be deemed to have been given (unless otherwise required by the specific provisions hereof in respect of any matter) when delivered personally or when deposited in the United States mail, registered, postage prepaid, addressed as follows:

If to the Debtor: Otis N. Fisher
1200 North Elm Street
Greensboro, North Carolina 27401

If to the Bank: North Carolina National Bank
P. O. Box 21848
Greensboro, N. C. 27420

If to the Secured Party: Wachovia Bank & Trust Company, N. A.
201 North Elm Street
Greensboro, North Carolina 27401

or as to the Debtor or the Secured Party at such other address as the Debtor or the Secured Party may designate by notice duly given in accordance with this Section to the other party.

Section 6.4 Release. The Secured Party shall release this Security Agreement and the security interest granted hereby by proper instrument or instruments upon presentation of satisfactory evidence that all indebtedness secured hereby has been fully paid or discharged.

Section 6.5 Obligations of Debtor. The assignment made hereby of the Management Agreement is an assignment as collateral security, and the execution and delivery hereof shall not in any way impair or diminish the obligation of Debtor under the Management Agreement nor shall any of the obligations contained in the Management Agreement be imposed upon the Secured Party as the result of the execution of this Security Agreement.

Section 6.6 Counterparts. This Security Agreement may be executed, acknowledged and delivered in any number of counterparts, each of such counterparts constituting an original but all together only one Security Agreement.

Section 6.7 Headings. Any headings or captions preceding the text of the several sections hereof are intended solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

Section 6.8 Governing Law. This Security Agreement and the Note shall be construed in accordance with and governed by the laws of the State of North Carolina; provided, however, that the Secured party shall be entitled to all rights conferred by any applicable federal statute, rule or regulation.

IN WITNESS WHEREOF, the Debtor and Secured Party have caused

this Security Agreement to be executed, all as of the day and year first above written.

Otis N. Fisher

WITNESS:

NORTH CAROLINA NATIONAL BANK

BY: William O. Covey
Vice President

ATTEST:

George F. Mundorf
~~Cashier~~ Assistant Secretary

WACHOVIA BANK & TRUST COMPANY, N. A.

BY: Thomas M. Hirsch
President

ATTEST:

~~Cashier~~
ASSISTANT SECRETARY

STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

I, Martha Patterson, a notary public of said county do hereby certify that Otis N. Fisher personally appeared before me this day and acknowldged the execution of the foregoing instrument. Witness my hand and notarial seal, this the 30 day of January 1978.

My Commission Expires: 5-14-80 Martha Patterson
Notary Public

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STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

I, Betty K. Coltrane, a notary public, do hereby certify that George F. Mundorf personally came before me this day and acknowledged that he is Assistant Secretary ~~Cashier~~ of North Carolina National Bank, and that, by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal and attested by himself as its Assistant Secretary ~~Cashier~~.

Witness my hand and official seal this the 23rd day of February, 1978.

My Commission Expires: 9/11/79 Betty K. Coltrane
Notary Public

- -

STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

I, Norma S. Ward, a notary public do hereby certify that C. E. White personally came before me this day and acknowledged that he is ASSISTANT SECRETARY ~~Cashier~~ of Wachovia Bank and Trust Company, N. A., and that, by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal, and attested by himself as its Asst. ~~Cashier~~. Secretary

Witness my hand and official seal this the 1st day of February, 1978.

My Commission Expires: NORMA S. WARD NOTARY PUBLIC GUILFORD COUNTY, N. C. Commission Expires May 15, 1981 Norma S. Ward
Notary Public

SCHEDULE A

Agreement Schedule, dated this 16th day of December, 1977, by and between Wachovia Bank & Trust Company, N. A. (Secured Party), Otis N. Fisher (Debtor), and North Carolina National Bank (Bank).

The Boxcars described herein are pledged to Wachovia Bank & Trust Company, N. A. subject to the terms and conditions of that certain Security Agreement of which this Schedule A is a part between Wachovia Bank & Trust Company, N. A., Debtor and Bank dated December 16, 1977.

DESCRIPTION OF CARS:	50 foot 70 ton XM Rigid Underframe Boxcars
NUMBER OF CARS:	2
SERIAL NUMBERS:	NSL 102252, NSL 102253

Otis N. Fisher

NORTH CAROLINA NATIONAL BANK

BY: William D. Lowe

WACHOVIA BANK & TRUST COMPANY, N. A.

BY: Thomas M. Hill