

LAW OFFICES

ALVORD AND ALVORD

200 WORLD CENTER BUILDING

918 SIXTEENTH STREET, N.W.

WASHINGTON, D.C.

20006

April 6, 1978

OF COUNSEL
JESS LARSON

CABLE ADDRESS
"ALVORD"

TELEPHONE
AREA CODE 202
393-2266

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

ROBERT W. ALVORD
ALBERT H. GREENE
CARL C. DAVIS*
CHARLES T. KAPPLER
ROBERT S. HOPE
JOHN H. DOYLE
MILTON C. GRACE*

* NOT A MEMBER OF D.C. BAR

RECORDATION NO. 9311 Filed & Recorded

APR 6 1978 -1 20 PM

INTERSTATE COMMERCE COMMISSION

Secretary
Interstate Commerce Commission
Washington, D.C.

Dear Sir:

Enclosed herewith for recordation pursuant to the provisions of Section 20c of the Interstate Commerce Act, as amended, are the original and four counterparts of a Chattel Mortgage and Security Agreement date April 5, 1978

A general description of the railroad rolling stock covered by the enclosed document is as follows:

Twenty-five (25) 50 foot, 70 ton boxcars bearing reporting marks and road numbers ERES 9025 through ERES 9049, both inclusive,

The names and addresses of the parties to the enclosed document are as follows:

Mortgagor: Railway Freight Car Services, Inc.
1440 Broadway
New York, N.Y. 10018

Mortgagee: Central Penn National Bank
5 Penn Centre Plaza
Philadelphia, Pennsylvania

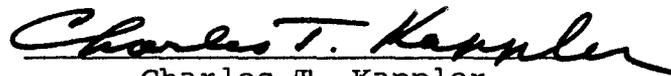
The undersigned is agent for the above Mortgagee for the purpose of recording said document and has knowledge of the matters set forth therein.

Please return the counterparts not needed for recordation purposes to Bruce R. Lesser, Esq., White and Williams, 17th Floor, 1234 Market Street, Philadelphia, Pennsylvania 19107 or to the bearer hereof.

Secretary
Interstate Commerce Commission
April 6, 1978
Page Two

Handed to you herewith is \$50.00 cash covering
the required recordation fee.

Very truly yours,



Charles T. Kappler
Agent for Central Penn National Bank
Mortgagee

Enclosure

9311

April 6, 1978

RECORDATION NO. Filed & Recorded

APR 6 1978 -1 20 PM

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

8-096A106
Date APR 6 1978
Fee \$
Washington, D.C.

DEAR SIR:

Enclosed herewith for recordation pursuant to the provisions of Section 20c of the Interstate Commerce Act, as amended, ^{are} original and four counterparts of Chattel Mortgage and Security Agreement dated April 5, 1978.

The equipment covered by the foregoing document is described, as follows:

25 50 foot 70-ton boxcars bearing reporting marks and road numbers ER25 9025 through ER25 9049, both exclusive

The names ^{and addresses} of the parties to the document are, as follows:

RECEIVED
APR 6 1 18 PM '78
CERTIFICATION UNIT

Mortgagee: Railway Freight Car Services, Inc.
c/o Messrs. Weiss, Rothfort, Kemensky & Slade
6 East 43rd Street
New York, N.Y. 10017

Mortgagee: Central Penn National Bank
5 Penn Centre Plaza
Philadelphia, Pennsylvania

The undersigned is Agent for the foregoing Mortgagee ~~and~~ and has knowledge of the matters contained in the attached document.

Please return the counterparts not needed for recordation purposes to the bearer hereof.

Enclosed herewith is \$ 50.00 cash as required recordation fee

Very truly yours

Charles T. Koopler

Handwritten signature/initials on the left margin.

Interstate Commerce Commission
Washington, D.C. 20423

4/6/78

OFFICE OF THE SECRETARY

Bruce R. Lesser, Esq.
Whits And Williams
1234 Market Street
Phila. Pa. 19107

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 4/6/78 at 1:20pm , and assigned recordation number(s) 9311 & 9312

Sincerely yours,

H.G. Homme, Jr.,
Acting Secretary

Enclosure(s)

SE-30-T
(2/78)

RECORDATION NO. 9311 Filed & Recorded

APR 6 1978 -1 22 PM

INTERSTATE COMMERCE COMMISSION

CHATTEL MORTGAGE AND SECURITY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that RAILWAY FREIGHT CAR SERVICES INC., "Mortgagor" in consideration of \$850,000. advanced by CENTRAL PENN NATIONAL BANK (Bank) to HARVEY POLLY d/b/a RAILWAY FREIGHT CAR SERVICES ("Borrower"), receipt of which is hereby acknowledged, does hereby bargain, sell and convey to Bank, its successors and assigns, and does hereby grant to Bank a security interest in and lien upon (under the Uniform Commercial Code, as amended, or other appropriate law) all those certain railroad boxcars listed in Exhibit A attached hereto, and the proceeds thereof.

TO HAVE AND TO HOLD the said railroad boxcars so bargained, sold and conveyed, or intended to be, unto the said Bank, its successors and assigns.

The condition of this Chattel Mortgage and Security Agreement is that, if the said Borrower shall pay or cause to be paid to Bank the aforementioned sum and such other sums as Borrower shall have borrowed from Bank under that certain Loan Agreement between Borrower and Bank dated as of the 5th day of April, 1978, which is incorporated herein by reference as though fully set forth, and fully and faithfully perform all of Borrower's obligations herein and therein contained, or if its Mortgagor

fully performs its obligations under the Guaranty dated as of the 5th day of April, 1978, which is incorporated herein by reference as though fully set forth, then this Chattel Mortgage and Security Agreement shall be void; otherwise, it shall remain in full force and effect.

Mortgagor warrants to Bank that on the date hereof Borrower is the absolute owner of the said railroad boxcars, free and clear of all liens, encumbrances and adverse claims, other than the interest herein bargained, sold and granted to Bank.

Unless and until Mortgagor shall fail or refuse to perform any of the foregoing covenants and agreements or an event of default shall occur under the said Loan Agreement, Mortgagor hereby lets and demises from Bank the right of possession and use of the said railroad boxcars.

Mortgagor hereby promises to keep the said railroad boxcars in good condition and repair.

Should Borrower or Mortgagor fail or refuse to perform any of the foregoing covenants and agreements, or upon the happening of an event of default as defined in the aforesaid Loan Agreement, Bank may exercise all its rights and remedies set forth in the Loan Agreement, including the right to take possession of the railroad boxcars hereby mortgaged, and may exercise any of its

rights under the Uniform Commercial Code, as amended, and other applicable laws.

This Chattel Mortgage and Security Agreement shall be binding upon and inure to the benefit of the successors and assigns of Mortgagor and Bank.

Executed this 5th day of April, 1978.

ATTEST:

RAILWAY FREIGHT CAR SERVICES, INC.

W. H. Weir
Cesute Sey

By

[Signature]

25 Railroad Cars Leased To and
Bearing Logo of Erie Western Railway

<u>Car Number</u>	<u>Car Name</u>
	LEASE CARS 9025-9049 SERIES
9025	50 FT, 70 TON BOX
9026	50 FT, 70 TON BOX
9027	50 FT, 70 TON BOX
9028	50 FT, 70 TON BOX
9029	50 FT, 70 TON BOX
9030	50 FT, 70 TON BOX
9031	50 FT, 70 TON BOX
9032	50 FT, 70 TON BOX
9033	50 FT, 70 TON BOX
9034	50 FT, 70 TON BOX
9035	50 FT, 70 TON BOX
9036	50 FT, 70 TON BOX
9037	50 FT, 70 TON BOX
9038	50 FT, 70 TON BOX
9039	50 FT, 70 TON BOX
9040	50 FT, 70 TON BOX
9041	50 FT, 70 TON BOX
9042	50 FT, 70 TON BOX
9043	50 FT, 70 TON BOX
9044	50 FT, 70 TON BOX
9045	50 FT, 70 TON BOX
9046	50 FT, 70 TON BOX
9047	50 FT, 70 TON BOX
9048	50 FT, 70 TON BOX
9049	50 FT, 70 TON BOX

EXHIBIT "A"