



# SEABOARD COAST LINE RAILROAD COMPANY

Treasury Department  
P. O. Box 27581  
Richmond, Virginia 23261

LEONARD G. ANDERSON  
VICE PRESIDENT AND TREASURER

REGISTRATION NO. 3506 November 1, 1976

NOV 5 1976  
INTERSTATE COMMERCE COMMISSION

6-310A012.  
NOV 5 1976  
Date NOV 5 1976  
Fee \$ 50-  
ICS Washington, D. C.

RECEIVED  
NOV 5 9 01 AM '76  
I.C.C.  
FEE OPERATION BR.

Mr. Robert L. Oswald  
Secretary  
Interstate Commerce Commission  
Washington, D. C. 20423

Dear Mr. Oswald:

I am enclosing for filing and recordation under the provisions of Section 20c of the Interstate Commerce Act, as amended, one original and two counterparts of a promissory note and security agreement (chattel mortgage) dated September 20, 1976.

1. Names and addresses of the parties

- (a) Secured Party - Seaboard Coast Line Railroad Company, P. O. Box 27581, Richmond, Va. 23261
- (b) Debtor - Kustom Karr Corporation, P. O. Box 9008, Jacksonville, Florida 32208

2. Description of the equipment

Identifying marks:

"Ownership subject to a security agreement filed under the Interstate Commerce Act, Section 20(c)"

<u>Description</u>	<u>Type of Equipment</u>	<u>A.A.R.Mech. Design.</u>	<u>Number</u>	<u>Road Number</u>
Locomotive	1000 h.p. switch engine	B-B	1	Kustom Karr 1

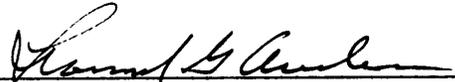
Mr. Robert L. Oswald - 2

The original of the above mentioned document should be returned to Mr. Erle J. Zoll, Jr., representing the undersigned, 1000 Connecticut Avenue, N.W., Washington, D. C. 20036.

I am enclosing Karr Fabricator Corporation's check in the amount of \$50.00 made payable to Seaboard Coast Line Railroad Company which has been endorsed to the order of the Interstate Commerce Commission covering the recordation fee for the above mentioned document.

Very truly yours,

SEABOARD COAST LINE RAILROAD COMPANY

By   
Leonard G. Anderson  
Vice President and Treasurer

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

11/5/76

OFFICE OF THE SECRETARY

Mr. Leonard G. Anderson  
Vice President & Treasurer  
Seaboard Coast Line Railroad Company  
P.O. Box 27581  
Richmond, Virginia 23261

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 11/5/76 at 9:05am  
and assigned recordation number(s) 8556

Sincerely yours,

  
Robert L. Oswald  
Secretary

Enclosure(s)

SE-30  
(5/76)

**PROMISSORY NOTE**

COUNTERPART NO. 3 OF  
3 COUNTERPARTS.

\$ 15,750.00

Jacksonville, Florida September 20, 1976

FOR VALUE RECEIVED, the undersigned jointly and severally promise(s) to pay to the order of  
**SEABOARD COAST LINE RAILROAD COMPANY, a Virginia corporation,**  
at **500 Water Street, Jacksonville, Florida, 32202**

or at such place as the holder(s) of this note may designate in writing the principal sum of

-- **Fifteen Thousand Seven Hundred Fifty and no/100-----** DOLLARS

together with interest thereon from **September 20, 1976,** at the rate of **9 %** per annum  
on the unpaid balance until paid.

**Balance to be paid on or before September 20, 1977.**

REGISTRATION NO. **6558** Filed & Recorded

NOV 5 1976 9 02 AM

INTERSTATE COMMERCE COMMISSION

If default be made in the payment of any installment under this note, and if such default is not made good within \_\_\_\_\_ days the entire principal sum and accrued interest shall at once become due and payable without notice at the option of the holder(s) of this note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at a later time for the same default or for any subsequent default. In the event of defaults in the payment of this note, and if the same is placed in the hands of an attorney at law for collection, the undersigned hereby agree(s) to pay all costs of collection including a reasonable attorney's fee. Presentment, protest and notice are hereby waived.

E. T. Stewart (SEAL)

\_\_\_\_ (SEAL)

\_\_\_\_ (SEAL)

\_\_\_\_ (SEAL)

# Security Agreement

(CHATTEL MORTGAGE)

This Agreement, made the 20th day of September 1976

under the laws of the state of Florida  
Between **KUSTOM-KARR CORPORATION**, a Florida corporation herein called the Debtor  
whose business address is (if none, write "none") **Reynolds Industrial Park  
Green Cove Springs, Florida**

~~XXXXXXXXXXXXXXXXXXXX~~  
and **SEABOARD COAST LINE RAILROAD COMPANY**, a Virginia corporation, herein called the Secured Party  
whose address is **500 Water Street, Jacksonville, Florida 32202**

Witnesseth:

To secure the payment of an indebtedness in the amount of \$ **15,750.00** with interest, payable as follows:

**Indebtedness shall be paid on or before September 20, 1977.**

RECORDATION NO. **0556** Final & Recorded  
**NOV 5 1976** 9 03 AM  
INTERSTATE COMMERCE COMMISSION

as evidenced by a note or notes of even date herewith, and also to secure any other indebtedness or liability of the Debtor to the Secured Party direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, including all future advances or loans which may be made at the option of the Secured Party, (all hereinafter called the "obligations") Debtor hereby grants and conveys to the Secured Party a security interest in, and mortgages to the Secured Party,

- (a) the property described in the schedule herein (hereinafter called the collateral), which collateral the Debtor represents will be used primarily
  - for personal, family or household purposes
  - in farming operations
  - in business or other use
- (b) all property, goods and chattels of the same classes as those scheduled, acquired by the Debtor subsequent to the execution of this agreement and prior to its termination
- (c) all proceeds thereof, if any,
- (d) all increases, substitutions, replacements, additions and accessions thereto.

### DEBTOR WARRANTS, COVENANTS AND AGREES AS FOLLOWS:

- To pay and perform all of the obligations secured by this agreement according to their terms.
- To defend the title to the collateral against all persons and against all claims and demands, whatsoever, which collateral, except for the security interest granted hereby, is lawfully owned by the Debtor and is now free and clear of any and all liens, security interests, claims, charges, encumbrances, taxes and assessments except as may be set forth in the schedule.
- On demand of the secured party to do the following: furnish further assurance of title, execute any written agreement or do any other acts necessary to effectuate the purposes and provisions of this agreement, execute any instrument or statement required by law or otherwise in order to perfect, continue or terminate the security interest of the Secured Party in the collateral and pay all costs of filing in connection therewith.
- To retain possession of the collateral during the existence of this agreement and not to sell, exchange, assign, loan, deliver, lease, mortgage or otherwise dispose of same without the written consent of the Secured Party.
- To keep the collateral at the location specified in the schedule and not to remove same (except in the usual course of business for temporary periods) without the prior written consent of the Secured Party.
- To keep the collateral free and clear of all liens, charges, encumbrances, taxes and assessments.
- To pay, when due, all taxes, assessments and license fees relating to the collateral.
- To keep the collateral, at Debtor's own cost and expense, in good repair and condition and available for inspection by the Secured Party at all reasonable times.
- To keep the collateral fully insured against loss by fire, theft and other casualties, Debtor shall give immediate written notice to the Secured Party and to insurers of loss or damage to the collateral and shall promptly file proofs of loss with insurers. **(over)**

### THE PARTIES FURTHER AGREE

Waiver of or acquiescence in any default by the Debtor, or failure of the Secured Party to insist upon strict performance by the Debtor of any warranties or agreements in this security agreement, shall not constitute a waiver of any subsequent or other default or failure.

Notices to either party shall be in writing and shall be delivered personally or by mail addressed to the party at the address herein set forth or otherwise designated in writing.

The Uniform Commercial Code shall govern the rights, duties and remedies of the parties and any provisions herein declared invalid under any law shall not invalidate any other provision or this agreement.

The following shall constitute a default by Debtor:

Failure to pay the principal or any installment of principal or of interest on the indebtedness or any notes when due. Failure by Debtor to comply with or perform any provision of this agreement. False or misleading representations or warranties made or given by Debtor in connection with this agreement. Subjection of the collateral to levy of execution or other judicial process. Commencement of any insolvency proceeding by or against the Debtor. Death of the Debtor. Any reduction in the value of the collateral or any act of the Debtor which imperils the prospect of full performance or satisfaction of the Debtor's obligations herein.

Upon any default of the Debtor and at the option of the Secured Party, the obligations secured by this agreement shall immediately become due and payable in full without notice or demand and the Secured Party shall have all the rights, remedies and privileges with respect to repossession, retention and sale of the collateral and disposition of the proceeds as are accorded by the applicable sections of the Uniform Commercial Code respecting "Default".

Upon any default and upon demand, Debtor shall assemble the collateral and make it available to the Secured Party at the place and at the time designated in the demand.

Upon any default, the Secured Party's reasonable attorneys' fees and the legal and other expenses for pursuing, searching for, receiving, taking, keeping, storing, advertising, and selling the collateral shall be chargeable to the Debtor.

The Debtor shall remain liable for any deficiency resulting from a sale of the collateral and shall pay any such deficiency forthwith on demand.

If the Debtor shall default in the performance of any of the provisions of this agreement on the Debtor's part to be performed, Secured Party may perform same for the Debtor's account and any monies expended in so doing shall be chargeable with interest to the Debtor and added to the indebtedness secured hereby.

The Secured Party is hereby authorized to file a Financing Statement.

The terms, warranties and agreements herein contained shall bind and inure to the benefit of the respective parties hereto, and their respective legal representatives, successors and assigns.

The gender and number used in this agreement are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

This agreement may not be changed orally.

In Witness Whereof, the Parties have respectively signed and sealed these presents the day and year first above written.

E. T. Stewart

Kustom Karr Corporation

A. Mays Jr.

for Seaboard Coast Line Railroad Company

SCHEDULE

Describe items of collateral, the address where each item will be located and describe any prior liens, etc., and the amounts due thereon. If items are crops or goods affixed or to be affixed to real estate describe the real estate and state the name and address of the owner of record thereof.

Items

One (1) Alco 1000 Horsepower  
Switch Engine (SCL No. 74)

Location, etc.

Reynolds Industrial Park,  
Green Cove Springs, Florida

Further warrants, covenants, and agrees

That said locomotive shall be plainly, distinctly,  
permanently and conspicuously marked on each side

- (a) with the identification number "KUSTOM KARR 1"
- (b) in letters not less than 1" in height,

"Ownership subject to a security agreement  
filed under the Interstate Commerce Act,  
Section 20(c)."

Attest:

[Signature]

Secretary

Kustom Karr Corporation

[Seal]

Attest:

[Signature]

Assistant Secretary

Seaboard Coast Line Railroad  
Company

[Seal]

The chief place of business of the Debtor, if other than stated in this agreement, is:

**Security Agreement**

CHATTEL MORTGAGE

KUSTOM-KARR CORPORATION

TO

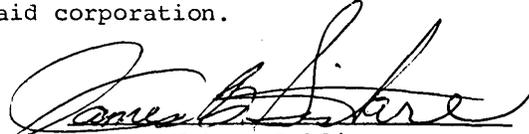
SEABOARD COAST LINE  
RAILROAD COMPANY

DATED, September 20, 1976

STATE OF FLORIDA )  
 ) ss  
COUNTY OF DUVAL )

On this 12 day of Oct. , 1976, before personally appeared E. T. Stewart, to me personally known, who being by me duly sworn, says that he is the ~~PRESIDENT~~ of Kustom Karr Corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

  
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES MAY 4, 1979  
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA )  
 ) ss  
COUNTY OF DUVAL )

On this 26<sup>th</sup> day of October , 1976, before personally appeared A. Meigs, Jr., to me personally known, who being by me duly sworn, says that he is the Assistant Vice President-Purchasing and Stores of Seaboard Coast Line Railroad Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

  
Notary Public

My commission expires:

Notary Public, State of Florida at Large  
My Commission Expires July 15, 1978  
Bonded by American Fire & Casualty Co.