MORTGAGE OF CHATTELS

THIS MORTGAGE, made the 30th day of December, in the year 1971,
by Ben Frankfield
of 2328 Telegraph Ave.
in the City of Oakland, County of Alameda, State of California,
Mortgagor, to Central Bank, N.A.,
a Banking Corporation organized and existing under the laws of the United States (1),
having its principal place of business in the 330 30th Street, Oakland
County of Alameda, State of California, Mortgagee,

WITNESSETH:

That the Mortgagor mortgages to the Mortgagee all the following described personal property, together with the natural increase and the products thereof, if any, situated in the
County of, State of California, and described as follows, to wit:

1	100 Ton Roller Bearing Truck 21,000 Gallon Class DOT 111-A-100-W-1 Tank Car Initialled & Numbered TGOX 2206 Manufactured date December 21, 1971

9513
RECORDATION NO. _____ Filed & Recorded
JAN 5 1972 -9 05 AM
INTERSTATE COMMERCE COMMISSION

(1) *If Mortgagee is a National Bank, insert "United States"; if a State Bank, insert "State of California".*

As Security For:

(a) The repayment of Fifteen Thousand Six Hundred and no/100 - - - - - Dollars ($ 15,600.00) with interest thereon, according to the terms of a promissory note of even date herewith, executed by Mortgagor, payable to Mortgagee or order, and any and all renewals thereof, and any and all renewals of any other indebtedness or obligations secured hereby, and

(b) The repayment of any and all sums and amounts that may be advanced or expenditures that may be made by Mortgagee subsequent to the execution of this Mortgage for the maintenance or preservation of the mortgaged property or any part thereof or that may be advanced or expended by Mortgagee pursuant to any of the provisions of this Mortgage subsequent to its execution, together with interest on all such advances or expenditures, and

(c) The repayment of any and all sums that may be advanced to Mortgagor by Mortgagee or indebtedness or obligations that may be incurred by Mortgagor to Mortgagee subsequent to the execution of this Mortgage, together with interest thereon.

The maximum amount the repayment of which is secured by this Mortgage is Fifteen Thousand Six Hundred and no/100 - - - Dollars ($ 15,600.00), (2) but the creation of debts in such amount or any part thereof shall be optional with the Mortgagee, and said maximum amount of Fifteen Thousand Six Hundred and no/100 - - - Dollars ($ 15,600.00) shall be considered only as a limit of the debts, sums, expenditures, indebtedness and obligations secured hereby at any one time, and shall not include such as may have existed and been repaid or discharged hereunder.

Mortgagor Agrees to do and perform each of the following:

(a) To do all acts which may be necessary to maintain, preserve and protect said mortgaged property; to keep said mortgaged property in good condition and repair; not to commit or permit any waste of said mortgaged property, nor to commit or permit any act with regard to said property in violation of law.

(b) To pay, at least ten (10) days before delinquency, all taxes and assessments now or hereafter imposed on or affecting said mortgaged property, and to pay when due, with interest thereon, all encumbrances, charges and liens on said mortgaged property, or any part thereof, which appear to be prior or superior hereto.

(c) To insure said mortgaged property and to keep all said property insured against fire and any other hazards designated by Mortgagee in amounts satisfactory to Mortgagee, but such insurance protection shall at all times be in amounts at least equal to the amount of Mortgagor's unpaid indebtedness secured hereby. All policies of such insurance shall: (1) be in insurance carriers approved by Mortgagee, (2) at request of Mortgagee be delivered to it, and (3) provide that any loss thereunder be payable to Mortgagee. The amount collected under any fire or other insurance policy may be applied by Mortgagee upon any indebtedness or obligations secured hereby or to the restoration of any or all of said mortgaged property in such manner as Mortgagee may determine, or at option of Mortgagee the entire amount so collected or any part thereof may be released to Mortgagor. Such application or use shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(d) To keep said mortgaged property separate and always capable of identification; not to sell, contract to sell, lease, encumber, dispose of or permit the consumption of all or any part of said mortgaged property, and not to remove all or any part of said mortgaged property from the premises on which it is now located or on which it may hereafter be located, without the written consent of Mortgagee.

(e) To appear in and defend any and all actions or proceedings purporting to affect the security interest of Mortgagee in or title to all or any part of said mortgaged property; to pay all costs and expenses, including cost of evidence of title and attorneys' fees, in any such action or proceeding in which Mortgagee might appear; and Mortgagor hereby warrants that he is the sole owner and in possession of all said mortgaged property and that said mortgaged property is free and clear of all liens, encumbrances and adverse claims with the exception of the lien of this Chattel Mortgage.

(f) To give to Mortgagee further security or to make payments on account to Mortgagee in the event there shall hereafter be a decrease in the value of said mortgaged property. Such further security or payments shall be in an amount or to the extent sufficient to offset said decrease in value.

Mortgagor further agrees that a failure on the part of Mortgagor to do and perform any of the foregoing shall constitute a default under this Chattel Mortgage.

The Parties Hereto Mutually Agree:

1. If Mortgagor fails to make any payment or do any act as herein agreed, then Mortgagee, but without obligation so to do and without notice to or demand upon Mortgagor, may make such payments and do such acts as Mortgagee may deem necessary to protect its security interest in said mortgaged property, Mortgagee being hereby authorized to take possession of said mortgaged property or any part thereof and to pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of Mortgagee appears to be prior or superior to the lien of this Chattel Mortgage, and in exercising any such powers and authority to pay necessary expenses, employ counsel and pay them reasonable fees. Mortgagee's determination as to whether Mortgagor has failed to make any payment or do any act where herein required shall be final and conclusive. Mortgagor hereby agrees to repay immediately, and without demand, all sums so expended by Mortgagee pursuant to the provisions of this paragraph, with interest from date of expenditure at the rate of eight per cent (8%) per annum.

2. If Mortgagor shall default in the payment of any of the indebtedness, obligations or liabilities secured hereby, including interest, or shall default in the performance of any other agreement herein contained, then Mortgagee at its option, without demand upon or notice to Mortgagor, may and he is hereby empowered to do the following:

(a) Declare all indebtedness, obligations and liabilities secured hereby to be immediately due and payable; or

(b) Proceed to foreclose this Mortgage according to law, and in any action of foreclosure (1) there shall be due from Mortgagor to the plaintiff in such action, immediately upon the commencement thereof, an attorneys' fee of One Hundred Dollars ($100.00), and, if the action goes to judgment, a further attorneys' fee equal to five per cent (5%) of the amount found due, which sums Mortgagor agrees to pay and which shall be included in the judgment in such action, and (2) plaintiff in such action shall be entitled to the appointment of a Receiver, without notice, to take possession of all or any part of said mortgaged property and to exercise such powers as the Court shall confer upon him; or

(c) With or without foreclosure action, enter upon the premises where said mortgaged property or any part thereof may be and take possession thereof and remove or sell and dispose of said mortgaged property or any part thereof at public or private sale.

No power or remedy herein conferred upon the Mortgagee is exclusive of or shall prejudice any other power or remedy of the Mortgagee, and each such power and remedy may be exercised from time to time and as often as is deemed necessary.

3. The sale described in Paragraph 2(c) of this Chattel Mortgage may be held by Mortgagee without any previous demand of performance or notice to Mortgagor of any such sale; and notice of sale, demand of performance, and all other notices and demands are hereby expressly waived by Mortgagor. Said mortgaged property, or any part thereof, may be sold in one or more lots, and at one or more sales, which may be held on different days and which need not be held within view of the property being sold. Mortgagee may postpone the sale of all or any portion of said mortgaged property from time to time by public announcement at the time and place of sale if sold at public auction.

(2) *This figure is the total amount secured, including interest, and must be sufficient to include all of (a), (b) and (c).*

Mortgagee shall deduct and retain from the proceeds of such sale or sales all reasonable costs and expenses paid or incurred in the taking, removal and sale of said property, including any reasonable attorneys' fees incurred or paid by Mortgagee; the balance of the proceeds shall be applied by Mortgagee upon the indebtedness, obligations and liabilities secured hereby, in such order and manner as the Mortgagee may determine, and the surplus, if any, shall be paid to the Mortgagor or to the person or persons lawfully entitled to receive the same.

At any sale or sales made under this Mortgage or authorized herein, or at any sale or sales made upon foreclosure of this Mortgage, Mortgagee (or its representative) may bid for and purchase any property being sold, and, in the event of such purchase, shall hold such property thereafter discharged of all rights of redemption.

4. Mortgagor hereby assigns to Mortgagee all sums now or hereafter payable to Mortgagor as the proceeds of sale of said mortgaged property, or any part thereof, and any and all sums now or hereafter payable to Mortgagor under the terms of any agreement for the sale or marketing of said mortgaged property, or any part thereof; provided, however, that nothing in this paragraph contained shall be construed to waive or in any way affect the lien of this Mortgage or the limitations, hereinabove expressed, upon the Mortgagor's right to deal with said mortgaged property without Mortgagee's written consent.

5. By accepting payment of any sum secured hereby after its due date, Mortgagee does not waive or in any manner affect its right to require prompt payment when due of all other sums so secured and to declare a default for failure of Mortgagor so to pay. The waiver by Mortgagee of any default of Mortgagor under this Chattel Mortgage shall not be or be deemed to be a waiver of any other or similar default subsequently occurring.

6. If any change occurs in the title to all or any part of said mortgaged property, Mortgagee may, without any notice or demand at its discretion, from time to time, and without in any way impairing or releasing the obligations of Mortgagor hereunder do any of the following:

(a) Take, exchange or release security for any of the obligations now or hereafter secured hereby;

(b) Extend the time for payment of said obligations;

(c) Otherwise change the terms of said obligations;

(d) Declare the whole of the balance of principal of said indebtedness secured hereby and the accrued interest to be due and payable immediately.

7. Mortgagee shall be entitled to enforce any indebtedness, obligation or liability secured hereby and to exercise all rights and powers hereby conferred, although some or all of the indebtedness, obligations and liabilities secured hereby are now or shall hereafter be otherwise secured. Mortgagee's acceptance of this Mortgage shall not affect or prejudice Mortgagee's right to realize upon or enforce any other security now or hereafter held by Mortgagee, and Mortgagee shall be entitled to exercise all rights of set-off and of banker's lien to the same effect and in the same manner as if this Mortgage had not been given.

8. Any Mortgagor who is a married woman and who has joined in the execution of any indebtedness or obligation secured by this Chattel Mortgage hereby expressly agrees to the liability of her separate property for the repayment of such indebtedness. Such agreement and assent, however, shall not be deemed to create a present lien or encumbrance upon any of her separate property not described herein.

9. This Mortgage is taken to secure, among other things, funds that may be advanced hereafter from the Mortgagee or assigns, at the option of either to the Mortgagor, Mortgagors or any of them, which funds to be advanced shall be for the purpose of financing the Mortgagor, Mortgagors or any of them during any regular production period or periods involving the property or any part thereof encumbered by or described in this Mortgage.

10. The provisions of this Chattel Mortgage are hereby made applicable to and shall inure to the benefit of and bind all parties hereto and their heirs, legatees, devisees, administrators, executors, successors and assigns (including a pledgee of any indebtedness secured hereby). The masculine gender includes the feminine and/or neuter, and the singular number includes the plural. Should more than one person execute this Chattel Mortgage as Mortgagor, the undertakings of the Mortgagor herein contained shall be deemed to be their joint and several undertakings.

In Witness Whereof, Mortgagor has executed these presents the day and year first above written.

Ben Frankfurt

When to Use This Form:

This form of mortgage should only be used when it is desired to mortgage chattels *exclusively*. If crops alone, or crops and chattels together are to be mortgaged, use of another form, to-wit, Mortgage of Crops or Mortgage of Crops and Chattels, as the case may be, is recommended.

This mortgage may also be used when it is desired to mortgage livestock or other animate chattels. If at the time the mortgage is executed the mortgagor does not own part or any of the livestock or other animate chattels to be covered by the mortgage, but is to use the proceeds of the loan or any part thereof thereafter to buy the property to be mortgaged, then a special description is to be used as provided in Section 2977, Civil Code. In such a case the bank's counsel should be consulted as to the form of the mortgage and the description of the property to be mortgaged.

NOTE—THIS MORTGAGE *MUST* BE PROPERLY ACKNOWLEDGED BEFORE A NOTARY PUBLIC.

Recordation Instructions:

1. If this Mortgage covers animate personal property, such as livestock, etc., it MUST be recorded in the County where the Mortgagor resides at the time this Mortgage is executed; if the Mortgagor is a *non-resident* of California, then in the County where the property mortgaged is located at the time this Mortgage is executed.

2. If this Mortgage covers inanimate personal property, it MUST be recorded (a) in the County where the property mortgaged is located at the time this Mortgage is executed; and also (b) in the County where the Mortgagor resides at the time this Mortgage is executed, and also (c) in the County to which the property mortgaged *is thereafter removed*. If the Mortgagor is a non-resident of California, then this Mortgage must be recorded in the County where the property mortgaged is located at the time this Mortgage is executed, and also in the County to which the property mortgaged *is thereafter removed*. (See Section 2957 Civil Code.)

3. If the Mortgagor is a corporation or a partnership, the County of the principal place of business in this State is the County of residence for recording this Mortgage. (See Section 2959a Civil Code.)

4. Within four years from the date of recording this Mortgage, it MUST be re-recorded in each County in which it has been previously recorded, or a Certificate of Rerecordation recorded. (See Section 2957 Civil Code.)

STATE OF CALIFORNIA, } ss. (ACKNOWLEDGMENT BY INDIVIDUAL)

..... County of Alameda

On this 30th day of December, in the year One Thousand Nine Hundred and 71, before me, Shirley W. Nelson, a Notary Public in and for said Alameda County, residing therein, duly commissioned and sworn, personally appeared Bud Frankfield, known to me to be the person whose name subscribed to the within instrument, and acknowledged that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the said County of Alameda, the day and year in this certificate first above written.

Shirley W. Nelson

Notary Public in and for the said County of Alameda, State of California.

STATE OF CALIFORNIA, } ss. (ACKNOWLEDGMENT BY CORPORATION)

..... County of .....

On this ..... day of ....., in the year One Thousand Nine Hundred and ....., before me, ..., a Notary Public in and for said ..... County, residing therein, duly commissioned and sworn, personally appeared ....., known to me to be the ..... of the corporation that executed the within instrument and also known to me to be the person ..... who executed it on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the ..... County of ....., the day and year in this certificate first above written.

Notary Public in and for the ..... County of ....., State of California.

STATE OF CALIFORNIA, } ss. (ACKNOWLEDGMENT BY PARTNERSHIP)

..... County of .....

On this ..... day of ....., in the year One Thousand Nine Hundred and ....., before me, ..., a Notary Public in and for said ..... County, residing therein, duly commissioned and sworn, personally appeared ....., known to me to be one of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the ..... County of ....., the day and year in this certificate first above written.

Notary Public in and for the ..... County of ....., State of California.

MORTGAGE OF CHATTELS

TO

Dated ....., 19....

RECORDED AT THE REQUEST OF

....., 19....

at ..... min. past ..... o'clock,

M. in Vol. ..... Page .....

of ..... County Records.

By ..... RECORDER

DEPUTY RECORDER

WHEN RECORDED RETURN TO